



# BHARAT HEAVY ELECTRICALS LTD

Industrial Valves Plant, Goindwal

WCM Department

## Notice Inviting Tender

1	Name of Work	Rate contract for hiring of hydra crane for loading of steel containers on trailer (02 Nos hydra with minimum capacity of 12MT each)
2	Delivery required at	FOR BHEL IVP Goindwal
3	Mode of Tender	Paper tender
4	Type of Tender Enquiry	Open
5	Type of Contract	Works
6	Enquiry Number	21-22/WC-02
7	Enquiry Date	26.05.2021
8	Estimated value of Work (in Rs)	₹1,52,500.00 ( <b>Rs One lakh fifty two thousand five hundred rupees only.</b> )
9	Validity of offer	45 days from tender opening
10	Earnest Money Deposit (EMD)	NIL
11	Security Deposit	NIL
12	Reverse Auction	Not applicable
13	BHEL IVP EFT Details	Punjab National Bank, Goindwal IFSC CODE: PUNB0193200, Account Number: 1932009300002270
14	Contract Period	01 Year
15	Last Date for Submission of offer	14.00 hrs 16.06.2021
16	Techno-Commercial Bid Opening Date	15.30 hrs 16.06.2021
17	Tender To be addressed to	<a href="mailto:tenderwcm-ivp@bhel.in">tenderwcm-ivp@bhel.in</a> or Contact Persons
18	Tender Document Details	<b>Part-1:</b> PQC, SCC & Techno-commercial <ul style="list-style-type: none"><li>• Scope of work &amp; SCC- Page No. 3-6 Pages</li><li>• Vendor Information Format – Page No. 7</li><li>• Deviation Sheet - Page No. 8</li><li>• Unpriced Bid – Page No. 9</li><li>• Certificate under Rule 144- Page No. 11</li><li>• General Instructions to bidder – Page No. 12-14</li><li>• General Conditions of Contract – Page No. 15-25</li></ul> <b>Part-2:</b> Price Bid-Page-10
19	Contact Details	<b>Address:</b> BHARAT HEAVY ELECTRICALS LTD 433, INDUSTRIAL COMPLEX Goindwal Sahib, Distt. Tarn-Taran, Punjab-143422 <b>Contact Persons:</b> <b>Sh. Amit Kumar</b> Dy. Manager/ WCM,MPIC,SDC,OS <a href="mailto:Amit.garg@bhel.in">Amit.garg@bhel.in</a> , Phone- 01859-224618, 09815344974 <b>OR</b>



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		<b>Sh. Rakesh Kumar</b> Sr. DGM/MM <a href="mailto:kumarrakesh@bhel.in">kumarrakesh@bhel.in</a> , Phone- 01859-224615
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Tender for above mentioned work should be submitted in Two Part bid via email or in a sealed envelope to contact persons on or before "*Last Date for Submission of offer*" as specified above.

The Techno-commercial offer will be opened on the same day at above specified time. In case of opening day falls on holiday or happened to be declared as a holiday the receipt and opening of the tender shall automatically fall on the same timing of the next working day. You / Your authorized representative may participate in the tender opening. Clarification if any, can be obtained from the undersigned.

Thanking you,

Yours faithfully,  
For **Bharat Heavy Electricals Limited**

Encl:

- 1) Part-1: Techno-commercial
- 2) Part-2: Price Bid.



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### **Pre-Qualification Criteria (PQC):**

1. Certificate in regard to restrictions under rule 144(xi) of the general financial rules (GFRS), 2017 is to be submitted along with bid
2. The proprietor/one of partners/firm should have at least one hydra crane of minimum capacity of 12 MT at his name. As a proof they should attach copy of RC/Invoice copy of hydra crane.
3. Contractor to submit copy of:
  - PAN card
  - GST certificate (If applicable)
4. Duly signed and stamped Acceptance of SCC, GCC, HSE requirement.



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## **SPECIAL CONTRACT CONDITIONS (SCC)**

- 1) **Scope of Work:** Scope of work includes loading of standard steel container of 20'x 8'x8'6" size from ground level to trailer vehicle with help of two hydraulic cranes of minimum 12 MT capacity of each crane. Hydraulic cranes with operator & minimum one helper, chain slings, diesel for hydraulic cranes are to be provided by contractor. The loading is to be done inside BHEL Goindwal Sahib (Pb.) premises.
- 2) **Period of Contract:** One (01) year from the date of award of Work Order/LOI. However, the period of contract may be extended further on the basis of mutual acceptance with same rate and same Terms & Conditions.
- 3) Make of hydraulic crane shall not be of older than June 2015.
- 4) Contractor will be intimated one day before the requirement date for loading of container on trailer with help of hydraulic cranes.
- 5) Driver of Hydraulic cranes & one helper of each crane is to be supplied by contractor.
- 6) Diesel of hydraulic crane is in scope of contractor. No diesel shall be provided by BHEL.
- 7) Chain slings for loading of container are to be arranged by contractor only.
- 8) The rate quoted by contractor shall be for loading of container (standard steel container of 20'x 8'x8'6") from ground level to trailer as per direction of BHEL for placement of container on vehicle. The rate shall be irrespective of time period for loading of container.
- 9) The rates quoted should be FIRM throughout the period of the contract.
- 10) The contractor can be called anytime (between 8:00 am to 06:00 pm) during contract period and any number of times based upon tender quantity.
- 11) Non-availability of hydraulic crane due to repair/maintenance works or any other reason is not permissible. In case of non-placement of hydraulic crane within 02 days of intimation (e.g if intimation is given on dt 01.06.2021, then he shall place hydraulic cranes latest by 03.06.2021), penalty of Rs. 1000 per day subject to maximum value of 50% of that order value shall be levied from contractor.
- 12) L1 Bidder shall be decided purely on the basis of lowest total tender value amongst all successful bidders in the Techno-Commercial bid.
- 13) The contractor should engage his operators and helpers in sufficient number as required for operations and equip himself/supervisor depending on the nature of the job with any necessary personal protective equipment for the safety of the individual as applicable by statutory requirement such as The Punjab factories act 1952, Motor vehicle act 2020, etc.
- 14) The contractor will have to work as per direction by BHEL.



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- 15) The work covered by this contract should be done under the contractor's direct supervision and should not be sub-contracted at any time.
- 16) Any damage to BHEL materials due to rough and faulty handling by the contractor's men will have to be compensated by the contractor to BHEL. Similarly, if any damage caused to BHEL equipment's / installation, property of third party in the course of work by the contractor's men, the cost of same shall be borne by the contractor. The extent of damage to be decided by BHEL
- 17) In case, the contractor fails to operate the contract or comply with any of the contractual obligation, BHEL reserves the right to get the same done at the contractor's risk and cost by engaging another agency, apart from recovery of a penalty towards non-placement of vehicle.
- 18) While loading container, it should be ensured by the contractor that loading is proper as per safety standards established by BHEL, so as not to cause safety hazards/unsafe condition.
- 19) The vehicle and man power used shall comply the statutory requirements.
- 20) The drivers/helpers engaged under this contract shall not be permitted to stay inside BHEL complex after completing their work.
- 21) The work should be carried out as per instructions of supervisor concerned and prior permission should be obtained from the concerned BHEL's Supervisor and report to the supervisor after completion of job.
- 22) All necessary safety personal protective equipment's such as shoes, gloves, helmet etc. considered adequate by the Officer in-charge/safety department shall be made available by the contractor for the use of persons.
- 23) The contractor shall take adequate steps to ensure proper use of equipment by those concerned. All safety equipment necessary for the work shall be arranged by the contractor at his cost.
- 24) Tender quantity may change between two-line items of tender and also total tender quantity may decrease based on BHEL requirement. 100% of tender quantity shall be awarded to one contractor only.
- 25) In the event of awarding of work, the performance of the tenderer of contract, will be monitored for all categories of work and BHEL reserves the right to initiate suitable action including suspension/ closure/termination of the contract.
- 26) As per pre-qualification terms, contractor shall have minimum one hydraulic crane. Second hydraulic crane can be hired by contractor from anywhere but all conditions mentioned & safety requirements shall be applicable for second hydraulic crane also and it is responsibility of contractor only.
- 27) **Payment of Bills:** - Payment will be made within 30-45 days after the completion of any job given by BHEL. Bills shall be submitted to CNGA department within one week of completion of work. Applicable TDS shall be deducted from bills of contractor.



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### **HSE Requirements to fulfilled by contractor before deployment at factory premises**

1. All original valid documents related to the hydraulic crane like RC/ Invoice, Healthiness/ Load Testing certificate from authorized Third-party agency as approved by Factory Inspector, Amritsar, valid Insurance & Pollution Certificate (once every six months) etc.
2. All original valid documents related to the hydraulic crane operator like Valid Driving License, updated medical fitness and eye test certificates (required to be provided every year). Before doing first job, fitness certificate of Crane Operator to be submitted.
3. Hydraulic crane must have all front and back lights, seat belt & reverse horn and other safety accessories in working condition at all times for better operation and safety of people working around.
4. The tyres, brakes, the hoist rope and other parts of the Hydraulic crane need to be in good working condition.
5. Hydraulic crane operator to have copy of valid driving license and other documents at all the time and need to be produced on demand by competent authorities.
6. The Hydraulic crane supplying agency shall be responsible to take all the precautions to ensure safety of the labors / workers at work. Besides, as per rules all required safety accessories need to be provided. Any damage caused to BHEL property or any human life after BHEL certification shall be recovered from the running bills of the agency.
7. In case of non-compliance to above mentioned HSE requirements, punitive action will be taken by withholding a sum of up to Rs.500/- for each violation. But, this doesn't permit the vendor or operator to repeat the violations. In case repeat of violations is found, the contract condition no 25 as above shall be initiated. BHEL Security and Safety Regulations should be observed by the tenderers when their men / vehicles engaged in the work under this contract and the vehicle and manpower used shall comply the statutory requirements".
8. No driver or helper should enter factory premises in inebriated condition. Vendor to confirm that the operator is having experience of minimum 03 years in handling heavy material handling works. An undertaking is to be provided by the vendor.
9. Contractor has to indemnify that operator & helper of both hydraulic cranes don't have any criminal record and these persons are well known to contractor. The format shall be given by BHEL.
10. Hydra should be working inside factory premises within a speed of 10-15 KPH.
11. Regular maintenance of the Hydra Machine is the responsibility of vendor. Quarterly undertaking is required to be submitted by vendor to indenting department regarding the same.
12. ONLY TESTED SLINGS, D-SHACKLES ETC LIFTING EQUIPMENT TO BE USED IN PLANT. TCs regarding the same may be produced before the start of work and a copy to be submitted to indenting department. One set of xerox to be kept within the vehicle.
13. Any other point, if required to be complied as per Law of Land.



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### Vendor Information Format

SL No	Description	Details
1	Name of Company / Firm	
2	Registered Address	
3	Address for Correspondence	
4	Bidder Type (Indian / Foreign):	
5	PAN/TAN Number	
6	Company's Establishment Year	
7	Company's Nature of Business	
8	Company's Legal Status (Limited Company / Undertaking / Joint venture / Partnership / Others):	
9	Company Category (Micro unit as per MSME / Small unit as per MSME / Medium unit as per MSME / Ancillary unit / Project affected person of this company / SSI / Others):	
10	Status of the Company / Firm * (Relevant documents must be enclosed) (Tick the relevant option)	( ) Public Limited; ( ) Private Limited ( ) Partnership Firm; ( ) Single Ownership
11	Name of Owner / Partner's of Firm	
12	Contact Person Name/Number/DOB/Designation	<b>Name:</b> <b>Contact No:</b> <b>DOB:</b> <b>Designation:</b>
13	Email id (Can be provided more than one)	
14	PF Registration No. (if any) ESI Registration No. (if any) Labor License No. (if any)	<b>PF No:</b> <b>ESI No:</b> <b>Labor License No:</b>
15	GST Registration No. (if any)	

#### Declaration:

- I/We have read and understand all terms and conditions of the tender and agree to abide by the same.
- I/We confirm that we have read all corrigendum(s) issued for this tender and accept the same.

Authorized Signatory  
(Signature and Seal)



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### **Deviation sheet**

Any deviation from tender conditions (viz. general instructions, general conditions of contract, special conditions of contract, technical conditions, technical specifications etc.) shall be specified in below format here only. Deviation at any other place shall not be acceptable.

S/N	Ref. no. (clause no. and section of document, page no. etc)	Tender condition	Deviation Requested
1			
2			
.			
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n			

\* Specify Nil if no deviation is required.

Sign. & Seal of tenderer





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### **Unpriced Bid**

<b>Sl. No.</b>	<b>Description</b>	<b>Tentative qty of containers to be loaded in a Year</b>	<b>Estimated rate per container (Exclusive of Taxes)</b>	<b>Applicable GST Rate (Exclusive)</b>	<b>Amount of Applicable GST Rate (%)</b>
1	<b>Loading of one container in one day</b>	15 Nos	Quoted / Not Quoted	Exclusive	
2	<b>Loading of two or more containers in one day</b>	10 Nos	Quoted / Not Quoted	Exclusive	

**Note:** Specify all applicable taxes here. Only percentages to be specified.

(Signature and Seal)

Authorized Signatory



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### **Price Bid**

<b>Sl. No.</b>	<b>Description</b>	<b>Estimated rate per container (Exclusive of Taxes)</b>
1	<b>Loading of one container in one day (with tentative qty of 15 Nos. in a year)</b>	In Figures:  In Words:
2	<b>Loading of two or more containers in one day (with tentative qty of 10 Nos. in a year)</b>	In Figures:  In Words:

I/We understand all terms and conditions of tender and agree to abide by the same.

(Signature and Seal)

Authorized Signatory



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## **CERTIFICATE IN REGARD TO RESTRICTIONS UNDER RULE 144(XI) OF THE GENERAL FINANCIAL RULES (GFRS), 2017**

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that bidder (.....  
.....Name of Bidder) is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that bidder (.....Name of bidder) fulfils all requirements in this regard and is eligible to be considered"

(Signature and Seal)

Authorized Signatory of bidder



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## **GENERAL INSTRUCTIONS TO BIDDER**

- 1) The Contractors who wish to participate should **go through the Tender documents thoroughly** and plan well before quoting, to ensure that the Tender process is not aborted / vitiated, due to their reasons.
- 2) Before Tendering the tenderers are advised to inspect the site of work and its environments and be well acquainted with the actual working and other relevant conditions, position of materials and labor. Tenderers are also requested to go through General -Terms & conditions, Special -Terms & conditions of Contract, Scope of work, Technical Terms & Conditions, drawings and specifications and all other documents which form part of the agreement to be entered into.
- 3) While quoting the rate, the tenderer is advised to take into account the likely expenditure, taxes what so ever, etc., excluding GST during the operation of the Contract period from the date of commencement of work as directed by BHEL.
- 4) While quoting the rates the tenderer is advised to take into account all factors including any fluctuations in market rates. No claim will be entertained on this account after acceptance of the tender or during the currency of the contract. All entries in Tender documents shall be clearly written in one ink or typed. All the corrections / cancellations / insertions, if any, shall be duly attested by the Bidders concerned.
- 5) Rates should be quoted as per the Price Bid. Rates quoted in any other form will not be accepted and will be rejected:
- 6) If, in the price structure quoted for the required goods / services / works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- 7) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
- 8) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to point 6 and 7 above.
- 9) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
- 10) The Bidder shall fill in all the required particulars of the Tender documents and also sign on each and every page of the Tender documents (Techno- Commercial Bid, Price Bids, Terms & Conditions etc.) including corrigendum & the drawing attached there to while submitting their tender.
- 11) Should a Bidder find discrepancies or omissions in the Tender documents or should there any doubt as to their meaning, he should at once address the authority inviting the Tender, for clarification well before the due date, so as to submit his Tender in time.
- 12) Every endeavor is made to avoid any error which can materially affect the basis of the tender but the successful tenderer shall take upon himself to provide for the risk or any error which may be subsequently discovered and shall make no subsequent claim on account thereof. (No extension of time shall be given for submission of the Tender on any account)
- 13) Conditional and late Tenders, Tenders containing prima-facie absurd rates and amounts, Tenders which are incomplete or otherwise considered defective and Tenders not in accordance with the Tender conditions herein contained and the Tenders not in original **ARE LIABLE TO BE REJECTED**
- 14) If a Bidder deliberately gives wrong information in his Tender or creates conditions favorable for the acceptance of his Tender, **BHEL WILL REJECT SUCH TENDER AT ANY STAGE.**
- 15) Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
- 16) Canvassing in any form, in connection with the Tender is strictly prohibited and such Tenders are bound to be rejected. All information furnished is taken to be authentic by the bidder for evaluation of Tender priorities. Should any information found to be incorrect subsequently, at any later time, the Tender / Contract shall be rejected / terminated and the / SD shall be forfeited.
- 17) Should a Bidder's or a Contractor's or in the case of a firm or company of Contractors / any of its shareholder's or shareholder's relative is employed in BHEL, the authority inviting the Tenders shall be



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informed in writing of this fact at the time of submission of the Tender, failing which the Tender may be disqualified, or if such fact subsequently comes to light, the Contract may be cancelled.

- 18) Submission of Tenders by electronic media like e-mail, Internet, fax etc. is acceptable and will be at the sole risk of the Tenderer. Tenders can be sent to [tenderwcm-ivp@bhel.in](mailto:tenderwcm-ivp@bhel.in). Tenders thus submitted will be final and binding on the Tenderer. BHEL will not be responsible for any consequences that may arise in this regard.
- 19) Late and Delayed Tenders will be summarily rejected and under no circumstances it will be considered and accepted. In case you are not in a position to submit the offer, please send letter suitably specifying the reasons thereof.
- 20) Price bid should not be enclosed along with the techno commercial bid and other documents in the same cover/envelope. The price bids have to be given category wise in a sealed cover and the entire lot of price bid sealed covers will have to be kept in a separate large cover, duly sealed. Bid should be free from correction, overwriting, using corrective fluid etc. Any interlineation, cutting, erasure or overwriting shall be valid if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection.

- 21) All overwriting/ cutting etc. will be numbered by bid opening officials and announced during bid opening.

### 22) Signing the Tender

- a) All the required documents shall be filled in the same serial order as per the format / column of the “techno-commercial bid”. All the pages shall be serially numbered on the right hand side top corner. Page numbers of the concerned documents also shall be filled in “techno- commercial bid” in the boxes provided. All the pages of tender documents are to be duly signed and stamped by the bidder.
- b) The Tender shall be signed by the Authorized Signatory Only.

### 23) Address for sending the offer:

- a) The offer should be sent to address as mentioned in Tender Notice well in advance so that it reaches before or on due date and time through registered post or in person.

### 24) Date / Time for opening of Tender

- a) Sealed covers so received will be opened at BHEL IVP Goindwal – **143422** on the same day of due date of tender submission as per NIT (Notice inviting Tender) in the presence of the Bidders or their Authorized Representatives who may choose to witness the same.
- b) BHEL reserves the right to extend the due date of opening, which shall be informed. Validity of offer shall be deemed to be revised accordingly.
- c) The Techno Commercial bids only will be opened.
- d) The Price BIDS of bidders, who are technically qualified will be opened later. The date & time of price bid opening will be informed to the technically qualified Bidders.

### 25) Witnessing the Tender opening

- a) The Bidder or his authorized representative may choose to witness the Tender opening.
- b) Only one representative from one bidder will be allowed to participate in the Tender opening.

### 26) Quoting

- a) Quoting the lowest best rate is a must against this Tender. However, bidders are required to understand that the lowest rate offered by them or accepted by them, as the case may be, should be honored throughout the period of the Contract.

### 27) Participation

- a) The Parties who have been suspended or black listed or issued with “Show Cause Notice” by BHEL IVP Goindwal or any other BHEL Unit will not be allowed to participate in **the Tender** and the bidder should declare the same in the Tender. Even during the course of evaluation / finalization of Tender if it is found that some of the parties are black listed / barred from business transactions / under business hold, BHEL will not consider them for further participation in the Tender.

### 28) Validity of Offers:



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- a) The rates quoted shall be valid for acceptance for a minimum period of 45 days from the date of Price Bid opening. Withdrawal of Tender or increasing the rates during this validity period is not allowed.
  - b) BHEL reserves the right to accept or reject any part or whole of the tender of a bidder by assigning a valid reason thereof. BHEL reserves the right to cancel the tender without assigning any reason thereof and without any obligation before any commitment.
- 29)** If possible, please submit soft copy of price quotation [copied on a blank CD of standard make] put in the sealed offer.
- 30)** After releasing WO, it is assumed that supplier has accepted WO if we do not receive acknowledgement/declination from supplier within 10 days of date of WO.



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## GENERAL CONDITIONS OF CONTRACT (GCC)

- 1) **DEFINITION:** - In these General Conditions of Contract, the following terms shall have the meaning hereby assigned to them, except where the context otherwise requires: -
  - a) **"Contract"** means, the documents forming the Tender and acceptance thereof, together with all the documents referred to therein including general and special conditions to Contract. All these documents as applicable taken together shall be deemed to form one Contract and shall be complementary to one another. **"Work"** means, the work described in the Tender documents in individual work-orders as may be issued from time to time to the Contractor by the Officer-In-charge within the power conferred upon him including all notified or additional items of works and obligations to be carried out as required for the performance of Contract.
  - b) **"Contractor"** means, the individual Firm or Company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the persons composing the firm or Company or the successors of the firm or company and the permitted assigns of such individual or firm or Company.
  - c) **"Officer-In charge"** means, the Officer deputed by BHEL, IVP Goindwal, to supervise the work or part of the work.
  - d) **"Approved" and "Directed"** means, the approval or direction of BHEL, IVP Goindwal official, or person deputed by him for the particular purposes.
  - e) **"BHARAT HEAVY ELECTRICALS LIMITED" (herein after referred to as BHEL)** shall mean the Board of Directors, Chairman, Executive Director, General Manager or other Administrative Officer of the said Company authorized to invite Tenders and enter into Contract for works on behalf of the Company.
  - f) **"Contract sum"** means, the sum accepted or the sum calculated in accordance with the prices accepted in Tender and / or the Contract rates as payable to the Contractor for the execution of the work during the currency of the Contract.
  - g) **"Week"** means, Seven Days, without regard to the number of hours worked or not worked in any day in that week. **"Day"** means, the day of 24 hours (TWENTY-FOUR) irrespective of the number of hours worked or not worked in that day.
  - h) **"Working day"** means, any day other than that prescribed by the NEGOTIABLE INSTRUMENTS ACT as being a Holiday, and consists of the number of hours of labor as commonly recognized by good employers in the trade in the district where the work is carried out or as laid down in the BHEL regulations.
- 2) BHEL reserves the right to negotiate with L1 bidder/s.
- 3) Should a Tenderer or a Contractor has a dependent/relative or in the case of a partnership firm, any of its partners or dependents of partners employed in BHEL, the authority inviting Tenders should be informed of this fact at the time of submission of the Tender failing which Tender may be disqualified or if such fact subsequently come to light, the Contract may be cancelled.
- 4) No BHEL employee and their dependents are eligible to submit their offer against this Tender.
- 5) **HEADING TO THE CONTRACT CONDITIONS:** - The heading to these conditions shall not affect the interpretations thereof.
- 6) **DEVIATIONS:** - The Contractor shall not carry out any work not covered by schedule except in pursuance of the written instructions of BHEL, IVP Goindwal official, no such work shall be valid unless the same has been specifically confirmed and accepted by BHEL in writing and incorporated in the Contract.
- 7) **ASSIGNMENT OF TRANSFER OF CONTRACT:** - The Contractor shall not without the prior written approval of the BHEL, assign or transfer the Contract or any part thereof, or any share, or interest thereon to any other persons. No sum of money which may become payable under the Contract shall be payable to any person, other than the Contractor unless the prior written approval of the BHEL to the assignment or transfer of such money is given.
- 8) **SUB-CONTRACT:** - The Contractor shall not sub-let any portion of the Contract without the prior written approval of the BHEL.
- 9) **EARNEST MONEY DEPOSIT (EMD):**





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- a) Tender must be accompanied by Earnest Money for the amount mentioned in tender notice, pledged to BHEL, IVP Goindwal in any of the forms mentioned below.
- b) **Modes of Deposit** - The EMD shall be accepted only in the following forms:
  - i) Cash deposit as permissible under the extant Income Tax Act (before tender opening)
  - ii) Electronic Fund Transfer credited in BHEL account (before tender opening)
  - iii) Banker's Cheque/ Pay order/ Demand draft, in favor of BHEL (along with offer)
  - iv) Fixed Deposit Receipt (FDR) issued by Scheduled Banks / Public financial institutions as defined in the Companies Act (FDR should be in the name of the contractor, a/c BHEL)
- c) In addition to above, the EMD amount in excess of Rs. Two lakh may also be accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for at least six months.
- d) **Forfeiture of EMD:**
  - i) EMD by the tenderer will be forfeited as per tender documents if
  - ii) After opening the Tender, the Tenderer revokes his Tender within the validity period or increase his earlier quoted rates.
  - iii) If only, a part of the work included in the tender has been awarded to the tenderer and the tenderer refuses to take up the work the amount of Earnest Money to be forfeited will be based on the value of the contract so awarded.
  - iv) The Tenderer does not commence the work within the period as per LOI / Contract. In case the LOI / Contract is silent in this regard then within 15 days after award of Contract.
- e) **General Terms related to EMD:**
  - i) Earnest Money Deposit (EMD) will not carry any interest.
  - ii) Earnest Money Deposit (EMD) of the successful tenderer will be retained as part of Security deposit.
  - iii) The Earnest Money Deposit (EMD) will be refunded to the unsuccessful tenderers within 15 days of acceptance of the award of work by successful tenderer / expiry of offer validity period.

#### 10) SECURITY DEPOSIT (SD):

- a) The total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderers shall be converted and adjusted towards the required amount of Security Deposit.
- b) At least 50% of the required Security Deposit (Including EMD amount) will be collected before start of the work. Balance of the Security Deposit will be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.
- c) EMD of the successful tenderers shall be converted and adjusted towards the required amount of Security deposit:
- d) **Modes of Deposit:**
  - i) The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:
  - ii) Cash (as permissible under the extant Income Tax Act)
  - iii) Local Cheque of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favor of BHEL
  - iv) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
  - v) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)





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- vi) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favor of BHEL)
- e) **General Terms related to SD:**
  - i) The security Deposit will not carry any interest.
  - ii) Security Deposit shall be released to the contractor upon fulfilment of Contractual obligations as per terms of contract. BHEL, shall not be responsible for any loss of securities due to liquidation or any other reason whatsoever or any depreciation in the value of the Securities while in their charge or for any loss of interest thereon.
  - iii) NOTE: Acceptance of Security Deposit against Sl. No. (iii), (iv) and (v) above will be subject to hypothecation or endorsement on the documents (Signature of the Branch Manager must be present) in favor of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.
  - iv) All compensation or other sums of money payable by the contractor to BHEL under the terms of this contract or under any other contract with BHEL, may be deducted from the Security Deposit or realized by the sale of the securities or from the interest arising therefrom or from any sums which may be due or may become due to the contractor payable by BHEL, on any account whatsoever against this contract or any other contract with BHEL and in the event of his Security Deposit being reduced by reason of such deductions or sale as aforesaid, the Contractor shall within seven days thereafter make good in cash or in securities endorsed as aforesaid, any sum or sums by which the security Deposit has been so reduced.
  - v) In case of an Award of a Contract and if the Contractor fails to perform or does not comply with the Performance Evaluation Criteria, the Security Deposit will not be refunded / Bank Guarantee encashed.

### **11) TENDER EVALUATION CRITERIA**

- a) Tender evaluation shall be carried out on the basis of technical specifications and commercial terms & conditions specified in the tender documents and changes thereof, if any, shall be communicated to all the bidders before price bid opening.
- b) Cost evaluation shall be on the basis of delivered cost (i.e. "total cost to BHEL").
- c) In case prices comes out be same for two or more vendors, ranking (L1, L2...) tie shall be broken based on date time of receipt of bid, if there is still a tie revised bids in sealed covers may be invited from tied bidders with specified limits on prices as per context.

### **12) COMPLIANCE TO STATUTORY PROVISIONS AND RULES:**

- a) The Contractor shall confirm to the provisions of any statute relating to the work and regulations and Bye-Laws of any local authority. The Contractor shall be bound to give all notices required by statute regulations or By-Laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.
- b) The Contractor shall in respect of Personnel employed by him either directly or through sub-Contractors, comply with or cause to be complied with all statutory provisions and rules as per applicable laws specifically labor laws such as PF, ESI, Minimum wages Act.
- c) Bids are liable to be rejected if bid prices comes out be lower than minimum prices calculated for the workforce deployment as per above laws.

### **13) PAYMENT TERMS: -**

- a) Payment shall be due after 30 days of completion of work and shall be paid within next 15 days' subject to fulfillment of all terms and conditions and receipt of proper invoices.
- b) 100% payment will be made after satisfactory completion of work and receipt of GST Invoice complete in all respect along with supporting documents as per following details:
  - i) GST Compliant Invoices Verified by BHEL Engineer
  - ii) Test-Certificates, Warranty Certificates as required by contract.
  - iii) Any other relevant document which is required from time to time as per BHEL requirement.



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- c) All payments shall be made through NEFT (National Electronic Fund Transfer / RTGS (Real Time Gross Settlement)). Necessary details shall be furnished by bidder in BHEL format.
- d) Conditions relating to release of GST portion:  
Payment of GST portion will be released to vendor only upon completion of statutory requirement and further subject to following:
  - i) vendor declaring such invoice in his GSTR-1 and
  - ii) receipt of goods and Tax invoice by BHEL and
  - iii) Confirmation of payment of GST thereon by vendor on GSTN portal.
  - iv) Above is subject to receipt of goods/service and tax invoice thereof along with vendor declaring invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL.
    - In case GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from vendor along with interest levied / leviable on BHEL.
    - In case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor/contractor along with interest levied / leviable on BHEL.

### 14) INCOME TAX: -

- a) Income Tax shall be deducted at the applicable rate in respect of the service Contract including supply of labor for any work as follows:
- b) Xerox copy of PAN card shall be submitted to Account Dept. along with original for verification.
- c) TDS Certificate will be issued to vendors for each quarter ending as on 30th June, 30th Sept, 31st Dec and 31st Mar during the following quarter.

### 15) SAFETY CONDITIONS & GUIDELINES

- a) **The Factories Act, 1948:**
  - i) **Section 32:** Floors, stairs and means of access shall be properly maintained to ensure safety. Every place of working should have safe access. When any person has to work at a height from which he is likely to fall, provision shall be made, so far as is reasonably practicable, by fencing or otherwise, to ensure the safety of person so working.
- b) All safety procedures and guidelines as established by applicable laws and framed by BHEL shall mandatorily be followed by all personnel of contractor at BHEL IVP Goindwal.
- c) All PPE/safety equipment etc. shall be provided by contractor to its personnel

### 16) NOTICES OF ACCIDENTS

- a) In the event of an accident the Contractor shall be required to fill injury report and submit to the Engineer-in-charge immediately and ensure compliance of ESI / Workmen's Compensation of accident as per the Act.
- b) The Contractor shall get the Contract personnel engaged by him insured under workmen's compensation policy from any Insurance company in India before actually starting the work. The Insurance Coverage should be for the entire period of Contract. The Contractor shall comply with the provisions of the Workmen's Compensation Act 1923. (This should be read in connection with the provisions of ESI Act.)

### 17) RISK PURCHASE

- a) In the event of any successful Tenderer's failure to fulfil any of the Tender / Contract obligations as per Contract / Agreement BHEL may entrust the job to alternate source and get it completed to meet BHEL requirement and additional expenditure, if any, including consequential cost viz., demurrage etc., will be fully recovered from the Tenderer Contractor who failed to complete the job in line with Contract.
- b) The decision of BHEL with regard to the actual losses / consequential expenditures incurred by BHEL shall be final and binding on the Tenderer / Contractor.
- c) The value under Risk purchase clause shall be calculated as follows:  
$$\text{Risk \& Cost Amount} = [(A-B) + (A \times H/100)]$$
  
Where, A= Value of Balance scope of Work/ Supply (\*) as per rates of new contract



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B= Value of Balance scope of Work/ Supply (\*) as per rates of old contract being paid to the contractor/ supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

H = Overhead Factor shall be taken as 5

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

\*(Balance scope of work/ supply) Difference of Tendered/Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of PO/Contract', shall be taken as balance scope of Supply for calculating risk & cost amount.

### **18) LIQUIDATED DAMAGES (LD) / PENALTY:**

- a) If the contractor fails to complete the service/work as per terms & conditions of the order within the delivery schedule, a) LD shall be levied @ 0.5 % of the order value per week of delay or part thereof subject to a maximum of 10% of the full order value.
- b) In case of any change to the order value, the LD shall be @ 0.5 % of the revised order value per week of delay or part thereof subject to a maximum of 10% of the revised order value.

### **19) INDEMNITY:**

- a) The Contractor shall have to indemnify BHEL against all claims for injury or damage to any person or property caused by his negligence or negligence of his employees whilst in BHEL premises / sites.
- b) The Contractor shall indemnify the company against all payments by way of compensation or otherwise which the company may be called upon to make under the provisions of the applicable Acts to any Contract employee as aforesaid, and any cost incurred by the company in connection with any claim preferred by such Contract employee and or against all actions, claims and demands whatsoever in respect thereof or in respect of any loss, injury or damages whatsoever to any third person arising out of or occasioned by the negligent, imperfect or improper performance of this Contract by the Contractor, their employee servants or agents.
- c) The Contractor approved and operating under the Tender, Works Contracts shall further indemnify BHEL against:
  - i) Observance of Labor & Industrial Laws.
  - ii) All claims by way of compensation and all other types of unforeseen claims, which may arise in the course of Contract.
  - iii) Documentary compliance relating to billing.

### **20) RIGHTS**

- a) BHEL may enter into parallel Contract simultaneously with any number of Contractor as may be deemed fit at any time during the period of Contract in the Interest of the work for any or all the stations and for any or all the schedules.
- b) In case of breach of any of the terms and conditions of the Contract, BHEL will entrust the work to any other Contractor at the risk and cost of the Contract and the Contractor shall be liable to pay the extra expenditure, damages, loss suffered on account of the cancellation of the Contract.
- c) All amounts including the losses / damages / penalties / compensations etc., resulting from non-compliance with the terms of Contract, payable by the Contractor to BHEL under the Terms of the Contract will be recovered from the outstanding payments to Contractor either under this Contract or any other Contracts or from Security Deposit or from both. In case this amount is insufficient for such recoveries, the Contractor shall make good the balance amount by actual payment. In addition, BHEL, IVP Goindwal will recover the said amounts through its sister concerns, from the payments due to the Contractor in any of the units of BHEL located in any part of India.
- d) The Contractor is not allowed to pass the responsibilities connected with the Contract to other agencies / Contractors, the Contractors shall not sublet or transfer the Contract or any part thereof, which tantamount to termination of the Contract and thereby attracting the penalty or forfeiture of security deposit.
- e) The Contractor shall have no right to demand at any time during the currency of this Contract any minimum quantity of Work for this Contract.



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- 21) PRECAUTIONS AGAINST RISK:** The Contractor shall be responsible for providing at his own expense for all precautions to prevent loss or damage from any and all risks and to minimize the amount of any such loss or damage and for the necessary steps to be taken for the said purpose.
- 22) DAMAGE & LOSS TO PRIVATE PROPERTY & INJURY TO CONTRACT EMPLOYEE:** The Contractor shall at his own expense reinstate and make good to the satisfaction of BHEL and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the Contract and further the Contractor shall indemnify, the BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL where BHEL is a private person, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise.
- 23) LAWS GOVERNING THE CONTRACT:** The Contract shall be governed by the Indian Laws for time being in force.
- 24) PUBLIC PROCUREMENT POLICY:** For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/PO/WO against this NIT.
- 25) CANCELLATION OF CONTRACT FOR CORRUPT ACTS: -**
- a) BHEL, whose decision shall be final and conclusive, shall without prejudice to any other right or remedy which shall have accrued shall accrue thereafter to BHEL cancel the Contract in any of the following cases and the Contractor shall be liable to make payment to BHEL for any loss or damage resulting from any such cancellation to the same extent as provided in the case of cancellation for default.
  - b) If the Contractor shall: -
  - c) Offer or give or agree to give to any person in BHEL service any gift or consideration of any kind, as an inducement or reward for doing or for bearing to do or for having done or for borne to do any act, in relation to the obtaining or execution of this or any other Contract for BHEL service, OR
  - d) Enter in to a Contract with BHEL in connection with which commission has been paid or agreed to be paid by him or with his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to BHEL. OR
  - e) Obtain a Contract with BHEL as a result of ring Tendering or by non-bonafide methods of competitive Tendering, without first disclosing the fact in writing to BHEL.
- 26) CANCELLATION OF CONTRACT FOR INSOLVENCY ASSIGNMENT OF TRANSFER OR SUB-LETTING OF CONTRACT: -**
- a) BHEL, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL shall cancel the Contract in any of the following cases:
  - b) If the Contractor, being an individual or if a firm any partner thereof shall at any time be adjudged bankrupt or have a receiving order for administration of his estate, made against him or shall take any proceedings for liquidation or composition under any bankruptcy Act or assignment of his effects of composition or arrangement for the benefit of his creditors or purport to do so, or if any application made under any:
  - c) Bankruptcy Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him on behalf of his creditors OR
  - d) being a Company, shall pass a resolution or the Court shall make an order for the liquidation of its affairs, or a receiver or Manager on-behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or Manager, OR





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- e) Assigns, Transfers, Sub-lets or attempts to assign, transfer or sub-let any portion of the work without the prior written approval of the BHEL.
- f) Whenever BHEL exercise the authority to cancel the Contract under this conditions, BHEL may have the work done by any means at the Contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by BHEL, IVP Goindwal which is final and conclusive) being less than the Contract cost, the advantage shall accrue to the BHEL and if the cost exceeds the money due to Contractor under the Contract, the Contractor shall either pay the excess amount ordered by BHEL, IVP Goindwal, or the same shall be recovered from the Contractor by other means.
- g) In case the BHEL carries-out the work under the provisions of this condition the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plants and/or labor provided by the BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the BHEL, IVP Goindwal, whose decision shall be final and conclusive.

#### **27) CANCELLATION OF CONTRACT IN PART OR FULL FOR CONTRACATOR'S DEFAULT:**

##### **If the Contractor:**

- a) makes default in carrying out the work as directed and continues in that state after a reasonable notice from BHEL, IVP Goindwal, or his authorized representative;
- b) fails to comply with any of the Terms and Conditions of the Contract or after reasonable notice in writing with orders properly issued there under;
- c) BHEL, may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the Contract as whole or in part thereof or only such work order or items of work in default from the Contract. Whenever BHEL exercise the authority to cancel the Contract as whole or part under this condition BHEL may complete the work at the Contractor's risk and cost (as certified by BHEL, IVP Goindwal official, which is final and conclusive) being less than the Contract cost, the advantage shall accrue to the BHEL. If the cost exceeds the moneys due to the Contractor under this Contract the Contractor shall either pay the excess amount ordered by BHEL, IVP Goindwal or the same shall be recovered from the Contractor by other means. In case the BHEL carries out the work or any part thereof under the provisions of the conditions the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or labor provided by the BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the BHEL, IVP Goindwal, whose decision shall be final and conclusive.

**28) TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR:** Without prejudice to any of the rights or remedies under this Contract, if the Contractor dies, or if the firm is dissolved or the company is liquidated BHEL shall have the option of terminating the Contract without compensation to the Contractor.

**29) SPECIAL POWER TO TERMINATION:** If at any time after the award of Contract, BHEL shall for any reason whatsoever not require whole or any part of the work to be carried out the BHEL, IVP Goindwal, shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the fore-closing of the work.

**30) RECOVERY FROM CONTRACTOR:** Whenever under the Contract, any sum of money, shall be recoverable from or payable by the Contractors, the same may be deducted from or any sum. then due or which at any time thereafter may become due to Contractor under the Contract or under any other Contract with BHEL or from his Security Deposit or he shall pay the claim on demand.



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- 31) POST TECHNICAL AUDIT OF WORK AND BILLS:** BHEL reserves the right to carry out the post-payment Audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc., and enforce recovery of any sum becoming due as a result thereof in the manner provided in the presiding sub-paragraphs. However, no such recovery shall be enforced after three years of passing the final bill.
- 32) PREFERENCES FOR MSE's & Start –ups :**
- a) Preferences as mentioned in “Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012” shall be given to Micro and Small enterprises.
  - b) Main points which are mentioned in the above order as applicable to this tender are as follows:
    - i) EMD shall be exempted for MSE's. All these benefits are subject to production of all statutory documents
  - c) *“MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed at Annexure -1 where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents is not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer.”*
  - d) This EMD Exemption and any other benefit is not applicable for “Work Contracts”. Type of Contract is mentioned in NIT.
  - e) The Pre-Qualification terms (if any) shall not be applicable to Start-Up Firms. These relaxations and exemptions are in line with D.O. No. 5(4)/2016-BE-I dated 15.02.2017 & Office Memorandum issued by DPE vide F. No. DPE/7(04)/2007-Fin dated 24.08.2017 forwarding the clarification issued by Department of Expenditure, Ministry of Finance vide No. F.20-2/2014-PPD(Pt.) dated 27.07.2017 and DO letter vide D.O. No. 12(11)/2017-SI by Secretary DIPP, Ministry of Commerce and Industry. For claiming Start-Up exemption, vendors have to give documentary evidence or undertaking. For Claiming MSE benefits, vendor have to give documentary evidence like NSIC, UAN, etc.
- 33) SUB-CONTRACT:** The purchase order or any part thereof shall not be sub-contracted, assigned or otherwise transferred without previously obtaining the BHEL's consent in writing.
- 34) FORCE MAJEURE:** If at any time during the continuance of the contract, the performance in which or in any part by either party of any obligations under the contract are prevented or delayed by reason of any war, hostilities, acts of public enemy, civil commotion, sabotage, fires, explosions, epidemics, quarantine restrictions, or acts of God (hereinafter referred to “an events” then provided the notice of happening of any such event is given by either party to the other within 21 days of the occurrence thereof, neither party shall by reason of such event be entitled to terminate the contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance and delivery under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under the contract is prevented or delayed by reason of any such event, claims of extension of time shall be granted for periods considered reasonable by BHEL subject to prior notification by the vendor to BHEL of the particulars of the event and supply to BHEL, if required, of any supporting evidence. Any waiver of time in respect of partial installment shall not be deemed a waiver of time in respect of remaining deliveries.
- 35) DISPUTES:** In the event of any dispute and/or difference arising between the Vendor and BHEL as to interpretation and/or execution of the contract and/or the respective rights and liabilities of the parties, such disputes and/or differences shall be referred to the sole arbitrator nominated by BHEL. The



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provisions of the Indian Arbitration Act and the rules there under shall apply to such arbitration. The award passed by the arbitrator shall be final and conclusively binding on all the parties.

- 36) JURISDICTION:** The court of the place from where the work order is issued during the contractual period shall alone have jurisdiction to decide any dispute arising out of or in connection with the purchase order.
- 37) CLARIFICATIONS:** The correspondence exchanged against the tender from both tenderer and BHEL through email/e-procurement are considered as valid document legally though it is not signed. It is treated as valid confirmations made on behalf of the respective company and very much comes under the legal ambit of the business transaction and hence it is binding on both the parties to the business. Any transaction pertaining to the tender from both the parties of business done round the clock irrespective of the office or business hours of the companies, are valid legally and binding on both the parties. This applies to the extent only in such cases where deadline time for transaction is not specifically declared by either or both the parties to the business.
- 38) BANNED FIRMS:** The offers of the bidders who are on the banned list as also the offer of the bidders, who engage in the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website [www.bhel.com](http://www.bhel.com).
- 39) DISCLAIMER CLAUSE (Only for E procurement):** Neither the Organization (Bharat Heavy Electricals Ltd.) nor the service provider (Mjunction Services Ltd.) is responsible for any failure of submission of bids due to failure of internet or other connectivity problems or reasons thereof.
- 40) FRAUD PREVENTION POLICY:** The Bidder along with its associate / collaborators / sub-contractors / sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL management about any fraud or suspected fraud as soon as it comes to their notice.
- 41) REVERSE AUCTION**
- BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on [www.bhel.com](http://www.bhel.com)) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.
  - Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on [www.bhel.com](http://www.bhel.com)).
  - The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.
  - If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on [www.bhel.com](http://www.bhel.com)).

## 42) EVALUATION IN CASE OF MORE THAN ONE L-1 BIDDER



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In the course of evaluation, if more than one bidder happens to occupy L1 status, effective L1 will be decided by soliciting discounts from the respective L1 bidders.

In case more than one bidder happens to occupy the L1 status even after soliciting discounts, the L1 bidder shall be decided by a toss / draw of lots, in the presence of the respective L1 bidder(s) or their representative(s).

Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding

**43) PREFERENCE TO MAKE IN INDIA:** For this procurement, the local content to categorize a supplier as a Class-I local supplier / Class-II local supplier / Non-local supplier and purchase preference to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.

#### **44) SUSPENSION OF BUSINESS DEALINGS WITH DEFAULTERS**

The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site [www.bhel.com](http://www.bhel.com).

1.0 Integrity commitment, performance of the contract and punitive action thereof:

1.1. Commitment by BHEL:

BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

1.2. Commitment by Bidder/ Supplier/ Contractor:

1.2.1. The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

1.2.2. The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

1.2.3. The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on [www.bhel.com](http://www.bhel.com) and/or under applicable legal provisions





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**WCM Department**

**45) RESTRICTIONS UNDER RULE 144(XI) OF THE GENERAL FINANCIAL RULES (GFRs), 2017**

All provisions of Order No. F.No.6/18/2019-PPD of Department of Expenditure (DoE) shall be applicable for this tender enquiry (Order copy is available at <https://doe.gov.in/procurementpolicy-divisions>). Accordingly, any bidder from a country which shares a land border with India (except the countries to which the Govt. of India has extended lines of credit or in which the Govt. of India is engaged in development projects for which list is available at <https://www.mea.gov.in/>) will be eligible to bid in this tender only if the bidder is registered with the Competent Authority as specified in Annex I of the said Order of DoE.

Updated list of the countries to which lines of credit have been extended or in which development projects are undertaken are available on the Ministry of External affairs website (<https://www.mea.gov.in/>)

For the purpose of this order, definition of Bidder from a country which shares a land border with India shall be same as defined in the Annex III of the said order.

Registration with the competent authority as stipulated in the said order is responsibility of bidder. Bidder has to submit a certificate certifying following along with offer:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that bidder (... Name of Bidder) is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that bidder (....Name of bidder) fulfils all requirements in this regard and is eligible to be considered"

If the bidder is from such country which shares a land border with India evidence of valid registration by the Competent Authority shall also be attached along with offer."

**46) Special terms and conditions shall supersede the GCC, if conflicting.**