



BHARAT HEAVY ELECTRICALS LIMITED

High Pressure Boiler Plant, Tiruchirappalli – 620 014, Tamil Nadu
Ph. No. 0431-2571519, 8187, e-mail: aitr@bhel.in, website: www.bhel.com

WORKS CONTRACTS MANAGEMENT DEPT.

NOTICE INVITING e-TENDER (NIT)

SL	Description	Details
1	Scope of Work	Providing photo coverage of events / programs at BHEL Trichy during year 2022-2024. Detailed Scope of work and technical terms and conditions are as per Techno-Commercial Part-I bid.
2	Location of work	In and around Tiruchirappalli
3	Period of contract	Two Years from date of Award of work at BHEL, Trichy.
4	Last date of receipt of filled-in Tender / Offer	10.00 a.m. on 18.07.2022
5	Date & Time of opening of techno-commercial bid (Part-1)	02.30 p.m. on 18.07.2022
6	Date & Time of opening of Price Bids (Part-2)	The date/time of opening of Price Bids will be intimated to all the technically qualified bidders at a later date by BHEL.
7	Place of opening of Techno Commercial Bids (Part-1)	Online bid opening through e-Procurement Portal
8	Tender Shall be addressed and submitted to	Online bid submission through e-Procurement Portal
9	EMD	₹4,800/- EMD shall be exempted for MSE's (Micro & Small Enterprise), subject to production valid Udyam Registration Certificate along with offer. Tender submitted by Non MSE bidders without EMD will be summarily rejected.
10	Contact details for queries related to tender	Anjana Pachori, Sr. Engineer/ WCM; 0431 257 8187; e-mail: apachori@bhel.in Umashankar M, Engineer/ WCM; 0431 257 1519; e-mail: umashankarm@bhel.in
11	Working Area Contact details	C Balaji, Dy. Manager / C&PR. e-mail : balaji.c@bhel.in / Ph: 0431 257 8251

The tender documents comprise the following: -

(I) This Covering letter

(II) Part-1 – Techno Commercial Bid

- Annexure-T1 : Terms & conditions for submitting the offers
- Annexure-T2 : Terms & conditions for finalizing the Contract
- Annexure-T3 : Terms & conditions for operation of the Contract
- Annexure-T4 : General Terms & Conditions of the Contract
- Annexure-T5 : Pre-Qualification Requirements (PQRs)

(III) Part-2 – Price Bid

- Annexure-P1 : Price bid proforma

Tender can be cancelled at any stage due to unavoidable circumstances. Please note that this is only a request for an Offer and not a Contract.

Sr. Engineer / WCM
(Anjana Pachori)

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

PART-1

TECHNO-COMMERCIAL BID

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

TERMS & CONDITIONS FOR SUBMITTING THE OFFERS

1. SIGNING THE TENDER DOCUMENTS

- 1.1 As the Bid has to be submitted in the e-Procurement Portal by using Digital Key, the bid and all the supporting documents uploaded/submitted by the bidder in the e-Procurement Portal will be considered as authentic and submitted on behalf of the Bidder / Bidder's company/Firm. The bidder is fully responsible for the documents uploaded/submitted online.**

2. ELIGIBILITY FOR PARTICIPATING IN THIS TENDER

- 2.1 If the bidder has taken any deviation to this tender terms & conditions, and schedules of this tender it lead to total rejection of the offer submitted.
- 2.2 Tenderer who have been suspended or black listed or issued with "Show Cause Notice" by BHEL, Tiruchirappalli -620014 or any other unit or Govt. of India will not be allowed to participate in the tender, and 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 transaction/ under business hold, BHEL will not consider them for further participation in the tender.
- 2.3 If 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 is 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.
- 2.4 No BHEL employee and their dependents are eligible to submit their offer against this tender.

3. QUOTING OPTIONS

- 3.1 Quoting
- 3.1.1 Rates should be quoted as per the Work / Rate schedule (Price bid/Part-2). Rates quoted in any other form will not be accepted, and will be rejected.
- 3.2 Quoting best lowest rate and the sanctity of the L1 status
- 3.2.1 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 tenure of the Contract. During the tenure of the Contract, if any such bidder who have quoted/accepted the lowest rate, do not execute contract as per BHEL's requirements or shun away from doing business with BHEL on some pretext or other, and on whatsoever may be the reason, will be considered as a defaulter and that will purport to sabotaging the total Tendering process of BHEL. Hence BHEL will exercise their right in taking severe action under Contractual obligations including legal action against those bidders.

4. VALIDITY OF OFFERS

- 4.1 The rates quoted shall be valid for acceptance for a minimum period of 120 days from the date of Tender opening. If bidders indulge in withdrawal of Tender or increasing the rates, within this validity period, BHEL will be entitled to forfeit the EMD paid automatically.
- 4.2 After price bid opening but before placement of LOI / Order, if any bidder withdraws his offer / varies it any manner within the validity period, BHEL will initiate suitable penal action against the bidder as per the guidelines of Suspension of Business Dealings with Suppliers / Contractors.

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

5. SUBMISSION OF OFFERS

- 5.1 Totally there will be two part bid viz., (i) Part-1 : Techno-Commercial Bid & Earnest Money Deposit (EMD) & (ii) Part-2 : Price Bid.

Part – 1

- 5.2 EMD should be submitted as per PQR. Techno-commercial bid will be considered only if the EMD is valid. EMD in any other form which is not mentioned in the PQR and tender submitted without EMD will be summarily rejected.
- 5.3 In case of offline EMD payments, the scanned copy of DD/FDR/BG (as applicable) shall be uploaded in the eProcurement Portal and the original should be posted/couriered/given in person in a sealed cover super scribing 'Tender number/date/Part-I/EMD' to the Tender Inviting Authority, within the bid submission date and time for the tender.
- 5.4 In the above case, the hardcopies of EMD document i.e. DD/FDR/BG (as applicable) submitted to WCM / BHEL and the soft-copies uploaded at the time of online bid submission should be the same, otherwise the tender will be summarily rejected.
- 5.5 MSE Vendors shall upload notarized copy of **UDYAM Registration Certificate** for exemption of EMD.
- 5.6 Also if EMD remitted through **SBI Collect**, then the **SBI Collect receipt** shall be uploaded in eProcurement Portal.
- 5.7 All the supporting documents as called for in the pre-qualification requirements (PQR) and the full set of Tender (NIT) documents shall be uploaded in eProcurement Portal.

Part – 2

- 5.8 The price bid shall be filled and uploaded in eProcurement Portal as per the BOQ provided in the eProcurement Portal

General

- 5.9 Kindly ensure that the total size of the scanned documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However, it shall be sole responsibility of bidder that the uploaded documents remain legible.
- 5.10 Bidder are advised not to wait till the last minutes or last few seconds w.r.t tender closing time to submit their offer to avoid complications related with internet connectivity / network problem / power failure etc.
- 5.11 Bidders are advised take due care while quoting the technical and price bids forms in the e-procurement system. Those bidders, who tampers with tendering procedure affecting ordering process or misusing the technical information of the tender document or withdrawing their offer after price bid opening, will be penalized as per BHEL guidelines on suspension of business dealings with suppliers/ contractors. Abridged version of the guideline is available in www.bhel.com.
- 5.12 It is advised that all the documents to be submitted are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission.
- 5.13 The bidder has to upload the scanned copy of all the mentioned original documents (in colour) during online bid-submission.

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

6. OTHER CONDITIONS

- 6.1 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.
- 6.2 Rates should be quoted as per the Price Bid. Rates quoted in any other form will not be accepted and will be rejected.
- 6.3 The tenderer shall fill in all the required particulars of the tender documents and also sign on each and every page of the tender documents before submitting their offer.
- 6.4 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. (No extension of time shall be given for submission of the tender on any account)
- 6.5 Conditional offers, offers which are incomplete or otherwise considered defective with respect to tender Terms & conditions and tenders not in accordance with the Terms & Conditions herein contained and the tenders not in original shall be rejected out rightly at any point of time during the evaluation process.
- 6.6 If a bidder deliberately gives wrong information in his offer or creates conditions favorable for the acceptance of his offer, the BHEL WILL REJECT SUCH OFFER AT ANY STAGE and take very severe action as per BHEL procedure/ guidelines/ practices.
- 6.7 Canvassing in any form, in connection with the tender is strictly prohibited and such tender are bound to be rejected. All information furnished is taken to be authentic by the Bidder for evaluation of offers. Should any information found to be incorrect subsequently, at any point of time, the LOI / Contract shall be rejected / terminated and the EMD / SD shall be forfeited and take very severe action as per BHEL procedure/ guidelines/ practices.
- 6.8 Should a Bidder's or a Contractor's or in the case of a firm or company of Bidder/any of its shareholder's or shareholder's relative is employed in BHEL, the authority inviting the Tenders shall be informed in writing of this fact at the time of submission of the tender, failing which the offer may be disqualified, or if such fact subsequently comes to light, the LOI / Contract may be cancelled.
- 6.9 The Tender schedule and the total Tender Terms and Conditions shall be deemed to form an integral part of the Contract to be entered into for this work.

7. EMD SUBMITTED BY THE BIDDER WILL BE FORFEITED, IF

- 7.1 After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
- 7.2 The Contractor fails to deposit the required Security deposit or commence the work within 15 days of LOI/ WO/ Contract.
- 7.3 EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines. Abridged version of the guideline is available in www.bhel.com.

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

TERMS & CONDITIONS FOR FINALIZING THE CONTRACT

1. RATE BASIS

- 1.1 Rates to be filled in the price bid BOQ provided in the eProcurement Portal.
- 1.2 Rates quoted should be firm for two years from the date of contract commencement.
- 1.3 **Rates quoted should be exclusive of GST.** Percentage of applicable GST should be clearly indicated in the Price Bid BOQ and GST registration certificate should be furnished along with the quote.

2. METHOD OF EVALUATION OF PRICES

- 2.1 BHEL will finalize the rates through e- procurement portal. Hence Tenderers are requested to give their best prices at the first instance itself.
- 2.2 **The evaluation of offer for award of work shall be on the basis of “Total Cost to BHEL” for package-wise L1 (lowest bidder) on basis on “Net Cash outflow to BHEL after taking into account all taxes, duties, charges, incidentals etc., inclusive of Goods & Service tax.**
- 2.3 BHEL would negotiate or re-float the Tender opened if L1 price is not the lowest acceptable price to them inter-alia other reasons.
- 2.4 Lowest prices received against BHEL Tenders need not be acceptable price to BHEL and in that case BHEL would not consider the same for award of Contract, despite the price being L1 in the Tender.
- 2.5 In the event of the final L1 prices are not reasonable / acceptable to BHEL; BHEL also may resort to short closure of this Tender

3. RANKING

- 3.1 In case of more than one L1 bidders, BHEL will get fresh revised price bids from all such L1 bidders & ranking will be decided based on these revised bids. The revised rates quoted should be lower than their previous L1 rates. If L1 could not be decided by this process, ranking will be decided by draw of lots in the presence of all such L1 bidders.
- 3.2 **BIDDER SHOULD QUOTE ONLY IN LUMPSUM AS PER THE FOLLOWING ALLOCATION (BOQ)**

SL	Work Description	Qty	% Allocation of value
1	Providing photo coverage for the first 4 hours and 30 minutes ,including reporting 30 minutes in advance before event commencement at the venue, for official events using one Digital SLR camera and other required equipment and the photographs to be downloaded / transferred in Department PC / System within 30 minutes after the event	265 Events	89.440%
2	Providing photo coverage for additional number of hour(s) or part thereof beyond the first 4 hours and 30 minutes coverage	117 Additional hours	8.780%

Date :
Place:

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(Authorized Signatory)

TENDER NO. WCM / 22-23 / 3000027701E, dt. 07.07.2022

SL	Work Description	Qty	% Allocation of value
3	For taking passport photo(s) with all required accessories including backdrop with stand and lights, umbrella etc. per person.	147 Nos	1.290%
4	Cancellation charges- applicable only if cancellation is less than 4 hours before the start of Program	10 Nos	0.490%
Total			100.000%

3.3 Illustration of rate allocation (sample only):

3.3.1 Suppose if the amount quoted by the bidder is ₹3,00,000 /- for the entire package for the quantity given in the above table, the amount allocated for item No.1 would be $89.44\% \times ₹3,00,000 = ₹2,68,320$ /- accordingly the rate for the item No.1 would be $₹2,68,320/265 = ₹1,012.52$ /- per event.

3.3.2 Similarly, the rate for item No.2 would be $\{8.78\% \times ₹3,00,000 = ₹26,340\} / 117 = ₹225.12$ /-.

3.4 The rates will be rounded off to nearest two decimal places only so as to match the total amount or closest to the total amount, quoted by the bidder. **Rates so arrived by BHEL will be final and binding on the contractor.**

4. NUMBER OF VENDOR REQUIRED FOR OPERATION

4.1 **Two Vendors** are required to carry out the subject scope of work.

5. COUNTER OFFER

5.1 BHEL will counter offer the L1 Rate / Negotiated final L1 rate / lowest acceptable price to the L2, L3, ... Ln carriers, in the order of price bid ranking, till the required/ intended carriers accepts the counter offer for award of Contract.

5.2 The splitting of the contract will be in the following manner:

5.2.1 **In case of qualified bidders being 4 or more:** (i) the contract will be awarded to two qualified bidders L1 and L2, in the ratio of 60:40 by counter offering BHEL approved L1 rates to the L2 qualified bidders. (ii) In case L2 bidder does not accept the counter offer, BHEL approved L1 rates will be counter offered to other bidders (if any) in the order of ranking excluding the H1 bidder, until a qualified bidder accepts the counter offered L1 rates. The contract will be awarded in 60%:40% ratio to L1 bidder and the bidder who accepts counter offered BHEL approved L1 rates respectively.

5.2.2 **In case of 3 or less qualified bidders:** (i) the contract will be awarded to two contractors, excluding H1, in the ratio of 60:40 to qualified L1 and L2 qualified bidders respectively; (ii) In case of 2 qualified bidders the contract will be awarded to two contractors, in the ratio of 60%:40% to qualified L1 and L2 qualified bidders respectively; and (iii) The above award of contract will be made provided that the qualified bidder L2, as applicable, also agrees to provide service at BHEL approved L1 rates counter offered to the contractor.

5.2.3 **In case, no bidder(s), except L1, accepts the counter offered rates,** the contract may be fully awarded to L1 bidder subject to approval by BHEL. d) In case of a single qualified L1 bidder, the contract may be fully awarded to the L1 bidder subject to approval by BHEL.

6. TERMS FOR PRICE BID & RATE BASIS

6.1 Price bid is to be submitted in a separate price bid form provided in the portal.

6.2 The period of the contract can be extended if required by BHEL and agreed by contractor.

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

- 6.3 The rates as per lumpsum value quoted shall remain firm and valid throughout the contract period (including if extended on mutual acceptance, if needed) and no extra payment will be reimbursed to the contractor by BHEL. Any increase of DA/ wages to the contract labour shall be absorbed by the contractor themselves during the period of contract.
- 6.4 Quotation should be valid for a period of 120 days from the date of tender opening.
- 6.5 The rates as per quoted lumpsum value should be excluding GST and inclusive of any taxes and duties levied or to be levied both by Central and State Government authorities from time to time. Such levies should be borne by the Contractor. GST will be paid extra only on submission of documentary evidence.
- 6.6 The rates as per quoted lumpsum value will be inclusive of supply of all items as per the scope of work. Any miscellaneous materials that have not been mentioned specifically in the specification/tender which are required for work, shall be deemed to be included in the specification and shall be supplied by the bidder without any extra charges. Any scope of activities which are not specifically mentioned in this specification but required for the completion of the work for safe, trouble free, normal operation shall be provided at no extra cost by the bidder, unless explicitly excluded in the specification. Any charges for the civil works/ construction materials used for the work will be in the scope of bidder.
- 6.7 The Contractor will have to cover their workmen under PF, ESI, Bonus Act etc. based on the relevant Act and Minimum Wages Act.
- 6.8 Except applicable statutory deductions towards EPF, ESI, etc., the above stipulated wages shall be paid by the Contractor without any deductions like advance, training cost, accommodation cost, loan, etc.
- 6.9 The contractor should follow and comply with Minimum Wages, ESI, PF, Bonus, Group Insurance and other statutory regulations as stipulated in Factories Act and other applicable State/Central Government rules & regulations.
- 6.10 The vendors may visit the area of work, if they want to know the scope/ work details, and also area of work, prior to quoting.
- 6.11 Evaluation of the offer shall be done on the basis of delivered cost (i.e. "Total Cost to BHEL").
- 6.12 The vendor will be permitted to work round the clock to complete the work.

7. CRITERIA FOR AWARD OF WORK

- 7.1 The quantity mentioned in BOQ / Price bid is tentative. BHEL reserves the right to increase or decrease the quantity during award of work or issue work order in phase manner as per requirement of BHEL.

8. SECURITY DEPOSIT

- 8.1 Security Deposit means the security provided by the Contractor towards fulfilment of any obligations in terms of the provisions of the contract.
- 8.2 The total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.
- 8.3 **Submission of Security Deposit by the Contractors**
- 8.3.1 At least 50% of the required Security Deposit, including the EMD, should be submitted by then successful bidders before start of the work.

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

- 8.3.2 Balance of the Security Deposit can be submitted 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.
- 8.4 If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.
- 8.5 The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of the authority competent to award the work
- 8.6 Note: In case of (a) small value contracts not exceeding ₹20 lakhs or (b) SAS jobs, work can be started before the required Security Deposit is collected. However, payment can be released only after collection/ recovery of initial 50% Security Deposit).
- 8.7 The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:
- 8.7.1 Cash deposit as permissible under the extant Income Tax Act (before tender opening). Security deposit can also be deposited online in SBI online website under “SBI Collect”.
- 8.7.2 Electronic Fund Transfer credited in BHEL Account (before tender opening).
- 8.7.3 Banker’s cheques / Pay Order/ Demand Draft, in favour of BHEL (along with offer)
- 8.7.4 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)
- 8.7.5 In addition to the above, the EMD amount in excess of ₹2 Lakhs may also be accepted in the form of Bank Guarantee from Schedules Bank. The Bank Guarantee in such cases shall be valid for atleast six months.
- 8.8 Security Deposit shall be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract.
- 8.9 The Security Deposit shall not carry any interest.

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

ANNEXURE-T3

TERMS AND CONDITIONS FOR OPERATION OF THE CONTRACT

1. DETAILED SCOPE OF WORK AND TECHNICAL TERMS & CONDITIONS

- 1.1 Photo coverage for the first 4 hours and 30 minutes duration, including reporting 30 minutes in advance before event commencement at the venue, for various official events including programme(s)/ function(s) / VIP visit(s) / product(s) / facilities etc. at BHEL Tiruchirappalli complex in Factory and Township and any other location in and around Tiruchirappalli using one Digital SLR camera and the photographs to be downloaded/transferred in Department PC / System within 30 minutes after the event.
- 1.2 Photo coverage for every additional one-hour or part thereof beyond the first 4 hours and 30 minutes duration, including reporting 30 minutes in advance before event commencement at the venue, on hourly rate as per BHEL Work order.
- 1.3 Photography job of taking passport photo with all required accessories including backdrop with stand and lights, umbrella etc.
- 1.4 To accept cancellation of photo coverage assignment where cancellation is intimated before 4 hours from the scheduled reporting time for coverage without any charges. For cancellation of photo coverage(s) within 4 hours from the scheduled reporting time for coverage, charges as per BHEL work order will be payable to the vendor/service provider.

2. DETAILED ACTIVITIES TO BE PERFORMED IN THE CONTRACT:

- 2.1 Vendor(s) should have a digital single-lens reflex (DSLR) camera with all accessories to execute photo coverage for various official programme(s)/ function(s) / VIP visit(s) / product(s) / facilities etc. at BHEL Tiruchirappalli complex, in its factory and township, and any other location in and around Tiruchirappalli.
- 2.2 Photograph should be taken with a minimum resolution of 6 mega pixels.
- 2.3 The service provider has to reach the venue 30 minutes in advance before event commencement and report his/her arrival to C and PR official in person or over phone, contact number(s) for the same to be obtained by the service provider on award of contract, for every coverage without fail, failing which BHEL reserves the right to impose penalty.
- 2.4 The vendor/Service Provider has to download/transfer the photographs in Department PC / System within 30 minutes after the event.
- 2.5 All the photo images will also be downloaded/transfer in the Department PC / System.
- 2.6 BHEL will inform about the photo coverage with a minimum time of Two hours in advance.
- 2.7 The Vendor/Service Provider has to cover the event without fail. In case of failure to report at the specified time and place, BHEL reserves the right to arrange the photo coverage through other source and deduct penalty amount from the pending / future bills/Security Deposit.
- 2.8 The Vendor/Service Provider has to bring all necessary equipment for the coverage. If the quality of the photo(s) taken is not found to be satisfactory, BHEL will not be liable to make payment for that coverage and will retain the right to terminate the contract at any time.
- 2.9 If required for certain events including national festivals, the vendor/Service Provider will be asked to arrange additional photographer(s) with additional DSLR camera(s). The charges for the same will be paid as the Work order rates. Additional photographers will be allowed subject to security clearance from BHEL.
- 2.10 The vendor/Service Provider is responsible for the insurance of their equipment / crew.

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

- 2.11 Assignment charges start from the time of entry at BHEL security gate by the photographer (or) Half an hour before the start of programme for outside events and completes at the time of leaving the security gate (or) half an hour after the completion of the programme for outside events subject to reporting the arrival to designated C and PR official.
- 2.12 BHEL will not pay any separate transport charges for local coverage. However, for out station coverage(s), if any, transportation will be provided by BHEL (or) actual cost incurred by the Vendor/Service Provider towards transportation will be paid by BHEL on production of receipts / Vouchers.
- 2.13 BHEL shall review the overall performance of the Vendor/Service Provider after two months of award of contract. If the performance is not found to be satisfactory, BHEL reserves the right to short close the contract.
- 2.14 BHEL requires the service of the Vendor/Service Provider for photo coverage and printing of selected photos, as and when required by BHEL, through BHEL empaneled photo printing labs. The photos are to be selected, printed and put in album(s) as per the guidelines and direction of C and PR official. The photo album should be submitted to the C and PR official within 2 hours of the photo coverage. The cost of purchase of photo album(s) will be reimbursed at actuals on submission of GST compliant bill(s).
- 2.15 The Vendor/Service Provider has to follow BHELs rules and regulations including safety procedures. Against BHELs policy / rules, specifically mentioned confidential areas / items / documents etc. or any printed / digital / electronic format of technical drawings / products etc. should not be disclosed directly or indirectly to anyone, failing which legal action is liable to be taken against the Vendor/Service Provider.
- 2.16 The total work may be awarded to a maximum of two vendors in 60%:40% ratio.

3. PAYMENT TERMS AND CONDITIONS:

- 3.1 After submission of a consolidated credit bill for every month, payment will be made within the reasonable time as given below: -

SL	Type of Bidder	Payment Terms (Number of days)
1	Micro & Small Enterprises (MSEs)	45 days
2	Medium Enterprises	60 days
3	Non MSME	90 days

- 3.2 All payments to be made to the contractor, shall be through NEFT (National Electronic Fund Transfer / RTGS (Real Time Gross Settlement)
- 3.3 Wherever applicable payments to be made to the Contractor, under this Contract shall also be by "CHEQUE" crossed "A/C PAYEE ONLY"

4. LIQUIDATED DAMAGES (LD) / PENALTY

- 4.1 Deliverables and Penalties
- 4.2 The Vendor/Service Provider has to cover the event without fail. In case of failure to report at the specified time and place which includes informing the designated C and PR official about his/her reporting in person or over phone , BHEL reserves the right to arrange the photo coverage through other source and deduct the amount incurred by BHEL for the coverage or applicable assignment charges as per BHEL work order, whichever is higher, as penalty from the pending / future bills or security deposit of defaulting vendor/ photographer for the failure to provide service.

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

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- 4.3 The Vendor/Service Provider has to bring all necessary equipment for the coverage. If quality of the photo(s) taken is not found to be satisfactory, BHEL reserves the right not to make payment for the coverage and deduct the applicable assignment charges as per BHEL work order as penalty from the pending / future bills or security deposit of defaulting vendor/ photographer for the failure to provide service.
- 4.4 The vendor has to reach the venue 30 minutes in advance before event commencement for all coverages, failing which BHEL reserves the right to deduct the penalty amount as under
- 4.4.1 For reporting till the event commencement time but later than 30 minutes in advance before event commencement, Penalty amount equal to Assignment charges for the first 4 hours and 30 minutes divided by 9 will be applied
- 4.4.2 In case of reporting after event commencement, penalty as per clause above, treating delayed reporting as failure to provide service, may be applied or penalty amount (equal to Assignment charges for the first 4 hours and 30 minutes divided by 9) for every half hour or part thereof of delay may be applied for which decision of BHEL will be final.
- 4.5 In case of any delay in reporting at the venue, if BHEL directs the service provider to carry out the photo coverage with applicable penalties as above, the charges for additional hours after the first 4 hours and 30 minutes will be applicable only after actual photo coverage of 4 hours and 30 minutes and delay will not be added to arrive at the coverage duration of first 4 hours and 30 minutes.

5. REGISTRATION WITH STATUTORY BODIES

- 5.1 If Company/ Firm/ Agency/ Vendor is not registered with PF, ESI and Labour License (as applicable), they will have to comply with the statutory requirements within 30 days from award of contract, otherwise their bills will not be processed.
- 5.2 If Company / Firm is not having valid labour License, they have to get registered immediately after award of contract, in case they are engaging more than 20 workers, and submit the same within 30 days from award of work failing to do so contract will be cancelled and 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.
- 5.3 The contractor shall have separate PF and ESI code, BHEL will not allow the contractor to remit the PF and ESI of his employees through codes of others.
- 5.4 Apart from furnishing the above details, copies of relevant documents/ certificates must be enclosed with the Technical Bid. If at any stage, the document(s) submitted by Contractor is/are found incorrect/false, the necessary action will be taken by BHEL against contractor.
- 5.5 BHEL may reject the bid or in case the contract has been awarded, then terminate the contract apart from taking any other suitable action under the contract or applicable legal provisions or BHEL guidelines including Guidelines for suspension of Business Dealings, without any liability for any compensation to the bidder if, BHEL discovers at any time that any statement made by the bidder in the affidavit cum undertaking is false, fraudulent (or) Any document submitted by the bidder was fake and forged (or) If BHEL determines in the sole discretion that any statement was aimed at deliberately misleading BHEL with a view to ensure award of the subject contract to the bidder.

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

6. GOODS & SERVICE TAX (GST) REGISTRATION & COMPLIANCE

- 6.1 Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration Number (GSTIN) which should be clearly mentioned in the offer. If the dealer is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer. Dealers under composition scheme should declare that he is a composition dealer supported by the screen shot taken from GSTN portal. The unregistered dealer as well as the composition dealer has to submit an undertaking stating that they will not claim GST during the execution of the contract even if their status under GST changes to regular tax payer. The dealer has to submit necessary documents if there is any change in status under GST.
- 6.2 Supplier shall mention their GSTIN in all their invoices (incl. credit Notes, Debit Notes) and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No. which is linked/uploaded in GSTN network shall be clearly indicated), Billed to party (with GSTIN) & Shipped to party details, item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, Place of Supply etc. Wherever E-Invoice is applicable, the tax invoice/ CN / DN submitted by the vendor must contain the QR code generated in E-Invoice Portal & IRN.
- 6.3 All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code)
- 6.4 Invoices will be processed only upon completion of statutory requirement and further subject to following:
- 6.4.1 Vendor declaring such invoice in their GSTR-1 Return/ IFF
- 6.4.2 Receipt of Goods or Services and Tax invoice by BHEL
- 6.5 As the continuous uploading of tax invoices in GSTN portal (in GSTR-1/ IFF) is available for all (i.e. both Small & Large) tax payers, all invoices raised on BHEL may be uploaded immediately in GST portal on dispatch of material /rendering of services. The supplier shall ensure availability of Invoice in GSTN portal before submission of invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's GSTR-2A/ GSTR-2B).
- 6.6 In case of discrepancy in the data uploaded by the supplier in the GSTN portal or in case of shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month informed by BHEL.
- 6.7 In cases where invoice details have been uploaded by the vendor but failed to remit the GST amount to GST Department (Form PMT-08 or Form GST RET-01 to be submitted) within stipulated time, then GST paid on the invoices pertaining to the month for which GST return not filed by the vendor will be recovered from the vendor along with the applicable interest (currently 24% p.a) and all subsequent bills of the vendor will not be processed till filing of the GST return by the vendor
- 6.8 In case GST credit is denied to BHEL due to non-receipt or 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 claimed in the invoice shall be disallowed to the vendor.

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

- 6.9 Where any GST liability arising on BHEL under Reverse Charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the vendor.
- 6.10 Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contracts. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Tax Invoice will be issued by BHEL indicating the respective supply invoice number.
- 6.11 GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 – Central Tax dated 13.09.2018. GST TDS certificate will be generated in GSTN portal subsequent to vendor accepting the TDS deduction in the GSTN portal & the vendor can directly download the Certificate from the GSTN Portal.

7. SUBMISSION OF BILLS BY CONTRACTOR:

- 7.1 Payment will be made after completion of work on pro-rata basis based on actual work executed as per BOQ after acceptance and certification of Area in charge (BHEL Executive). Payment shall be made within the reasonable time after of submission of bill complete in all respect.
- 7.2 The proof of execution of work should be submitted along with each bill (printed form with covering letter and proof for execution of work).
- 7.3 If the Contractor is not registered for any statutory obligation and not liable thereto, then a declaration shall be submitted along with offer that they are within the threshold limit / exempted.
- 7.4 No advance may be paid for operational or any other expenses.
- 7.5 Goods and Services tax will be payable extra by BHEL at prevailing rates and corresponding TDS will be made as per Government norms.

8. PAYMENT OF BILLS:

- 8.1 All payments to be made to the contractor, under this contract shall be through Electronic Fund Transfer (EFT) after the certification of bills by the end user / executing agency.
- 8.2 Payment will be made after completion of work as per tender conditions on acceptance and certification of bills by respective area Executive in charge.
- 8.3 Payment shall be made against Certification by respective area Executive in charge.
- 8.4 Statutory deduction like IT etc. will be deducted from contractor payment as required by Law.
- 8.5 INCOME TAX:
- 8.5.1 Income Tax deduction at source as applicable in the IT Act from time to time will be made on the value of the bills in the absence of Income Tax Exemption Certificate from the concerned IT officer
- 8.5.2 Self-attested copy of PAN card shall be submitted to Account Dept. along with original for verification.
- 8.5.3 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.

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

8.6 GST:

8.6.1 Wherever GST is liable to be paid by the contractor, the contractor shall register himself under the GST Rules and a Self-attested copy of Certificate of Registration shall be furnished to Account Dept.

8.6.2 After registration, the payment of GST shall be effected by the contractor to the Central Government monthly/quarterly based on the invoices raised before the due date of payment. The GST Return also shall be submitted to the Government before the due date.

8.6.3 The invoice/bill in original duly signed by the contractor claiming the payment for GST shall clearly indicate the following:

8.6.3.1 Continuous Serial no. & date of the bill

8.6.3.2 Cost of the service

8.6.3.3 Separately showing the GST amount calculated at the applicable rate

8.6.3.4 PAN based GST Registration No.

8.7 The GST claimed in the bill will be paid to the contractor based on the proof of payment of GST to the Government for the previous month/quarter as the case may be.

9. COMPENSATION TO WORKMEN:

9.1 BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life / permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below.

9.1.1 Victim: Any person who suffers permanent disablement or dies in an accident as defined below

9.1.2 Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing / operation and works incidental thereto at BHEL factories/ offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, sewing, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works / during working at BHEL Units/ Offices/ townships and premises/ Project Sites.

9.1.3 Compensation in respect of each of the victims:

(i) In the event of death or permanent disability resulting from Loss of both limbs: ₹ 10,00,000/- (Rupees Ten Lakh)

ii) In the event of other permanent disability: ₹ 7,00,000/- (Rupees Seven Lakh)

9.1.4 Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to Section 2 (1) of the Employee's Compensation Act, 1923

10. RESOLUTION OF DISPUTES

10.1 The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the contract/tender which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.

10.2 The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof.

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

- 10.3 Notes:
- 10.3.1 No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.
- 10.3.2 Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.
- 10.4 The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Annexure ... to the Terms and conditions of the tender.
- 10.5 The Annexure-1 together with its appendices will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in the terms and conditions of the tender.
- 10.6 Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract ; or , in any manner touching upon the Contract, then, either Party may , by a notice in writing to other Party refer such dispute or difference to sole arbitration of an arbitrator appointed as per the Arbitration and Conciliation Act, 1996 (India) or statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force .
- 10.7 The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the parties.
- 10.8 Subject as aforesaid, the provision of Arbitration & Conciliation Act 1996 (India) or statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.
- 10.9 The seat of arbitration shall be the place from which the Contract is issued.
- 10.10 The cost of arbitration shall be borne as per the award of the Arbitrator.
- 10.11 Subject to arbitration in terms of clause above, the Courts at the place from which the Contract is issued shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.
- 10.12 Notwithstanding the existence or any dispute or difference and/or reference for the arbitration, the vendor shall proceed with and continue without hindrance the performance of its obligation under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.
- 10.13 In Case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:
- 10.14 In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/Port Trusts inter se and also between CPSEs and Government Departments/Organizations (Excluding disputes concerning Railways, Income Tax, Customs & Excise Departments, such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013 –DPE (GM)/FTS-1835 dated 22-05-2018.

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

BRIEF PROCEDURE FOR CONDUCT OF CONCILIATION PROCEEDINGS

1. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided herein:
2. The party desirous of resorting to Conciliation shall send an invitation/notice in writing to the other party to conciliate specifying all points of Disputes with details of the amount claimed. The party concerned shall not raise any new issue thereafter. Parties shall also not claim any interest on claims/counter-claims from the date of notice invoking Conciliation till the conclusion of the Conciliation proceedings.
3. The party receiving the invitation/notice for Conciliation shall within 30 days of receipt of the notice of Conciliation intimate its consent for Conciliation along with its counter-claims, if any.
4. The Conciliation in a matter involving claim or counter-claim (whichever is higher) up to Rs 5 crores shall be carried out by sole Conciliator nominated by BHEL while in a matter involving claim or counter-claim (whichever is higher) of more than Rs 5 crores
5. Conciliation shall be carried out by 3 Conciliators nominated by BHEL.
6. The Parties shall be represented by only their duly authorized in-house executives/officers and neither Party shall be represented by a Lawyer.
7. The first meeting of the IEC shall be convened by the IEC by sending appropriate communication/notice to both the parties as soon as possible but not later than 30 days from the date of his/their appointment. The hearings in the Conciliation proceeding shall ordinarily be concluded within two (2) months and, in exceptional cases where parties have expressed willingness to settle the matter or there exists possibility of settlement in the matter, the proceedings may be extended by the IEC by a maximum of further 2 months with the consent of the Parties subject to cogent reasons being recorded in writing.
8. The IEC shall thereafter formulate recommendations for settlement of the Disputes supported by reasons at the earliest but in any case within 15 days from the date of conclusion of the last hearing. The recommendations so formulated along with the reasons shall be furnished by the IEC to both the Parties at the earliest but in any case within 1 month from the date of conclusion of the last hearing.
9. Response/modifications/suggestions of the Parties on the recommendations of the IEC are to be submitted to the IEC within time limit stipulated by the IEC but not more than 15 days from the date of receipt of the recommendations from the IEC.
10. In the event, upon consideration, further review of the recommendations is considered necessary, whether by BHEL or by the other Party, then, the matter can be remitted back to the IEC with request to reconsider the same in light of the issues projected by either/both the Parties and to submit its recommendations thereon within the following 15 days from the date of remitting of the case by either of the Parties.
11. Upon the recommendations by the Parties, with or without modifications, as considered necessary, the IEC shall be called upon to draw up the Draft Settlement Agreement in terms of the recommendations.
12. When a consensus can be arrived at between the parties only in regard to any one or some of the issues referred for Conciliation the draft Settlement Agreement shall be accordingly formulated in regard to the said Issue(s), and the said Settlement Agreement, if signed, by the parties, shall be valid only for the said issues. As regards the balance issues not settled, the parties may seek to resolve them further as per terms and conditions provided in the contract.
13. In case no settlement can be reached between the parties, the IEC shall by a written declaration, pronounce that the Conciliation between the parties has failed and is accordingly terminated.

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

14. Unless the Conciliation proceedings are terminated in terms of para 22 (b), (c) & (d) herein below, the IEC shall forward his/its recommendations as to possible terms of settlement within one (1) month from the date of last hearing. The date of first hearing of Conciliation shall be the starting date for calculating the period of 2 months.
15. In case of 3 members IEC, 2 members of IEC present will constitute a valid quorum for IEC and meeting can take place to proceed in the matter after seeking consent from the member who is not available. If necessary, videoconferencing may be arranged for facilitating participation of the members. However, the IEC recommendations will be signed by all members. Where there is more than one (1) Conciliator, as a general rule they shall act jointly. In the event of differences between the Members of IEC, the decision/recommendations of the majority of the Members of IEC shall prevail and be construed as the recommendation of the IEC.
16. The Draft Settlement Agreement prepared by the IEC in terms of the consensus arrived at during the Conciliation proceedings between the Parties shall be given by the IEC to both the parties for putting up for approval of their respective Competent Authority.
17. Before submitting the draft settlement agreement to BHEL's Competent Authority viz. the Board Level Committee on Alternative Dispute Resolution (BLCADR) for approval, concurrence of the other party's Competent Authority to the draft settlement agreement shall be obtained by the other party and informed to BHEL within 15 days of receipt of the final draft settlement agreement by it. Upon approval by the Competent Authority, the Settlement Agreement would thereafter be signed by the authorized representatives of both the Parties and authenticated by the members of the IEC.
18. In case the Draft Settlement Agreement is rejected by the Competent Authority of BHEL or the other Party, the Conciliation proceedings would stand terminated.
19. A Settlement Agreement shall contain a statement to the effect that each of the person(s) signing thereto (i) is fully authorized by the respective Party(ies) he/she represents, (ii) has fully understood the contents of the same and (iii) is signing on the same out of complete freewill and consent, without any pressure, undue influence.
20. The Settlement Agreement shall thereafter have the same legal status and effect as an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal passed under section 30 of the Arbitration and Conciliation Act, 1996.
21. Acceptance of the Draft Settlement Agreement/recommendations of the Conciliator and/or signing of the Settlement Agreement by BHEL shall however, be subject to withdrawal/closure of any arbitral and/or judicial proceedings initiated by the concerned Party in regard to such settled issues.
22. Unless otherwise provided for in the agreement, contract or the Memorandum of Understanding, as the case may be, in the event of likelihood of prolonged absence of the Conciliator or any member of IEC, for any reason/incapacity, the Competent Authority/Head of Unit/Division/Region/Business Group of BHEL may substitute the Conciliator or such member at any stage of the proceedings. Upon appointment of the substitute Conciliator(s), such reconstituted IEC may, with the consent of the Parties, proceed with further Conciliation into the matter either de-novo or from the stage already reached by the previous IEC before the substitution.
 1. The proceedings of Conciliation under this Scheme may be terminated as follows:
 - a. On the date of signing of the Settlement agreement by the Parties; or,
 - b. By a written declaration of the IEC, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of the declaration; or,
 - c. By a written declaration of the Parties addressed to the IEC to the effect that the Conciliation proceedings are terminated, on the date of the declaration; or,
 - d. By a written declaration of a Party to the other Party and the IEC, if appointed, to the effect that the Conciliation proceedings are terminated, on the date of the declaration.

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

e. On rejection of the Draft Settlement Agreement by the Competent Authority of BHEL or the other Party.

2. The Conciliator(s) shall be entitled to following fees and facilities:

Sl No	Particulars	Amount
1	Sitting fees	Each Member shall be paid a Lump Sum fee of Rs 75,000/- for the whole case payable in terms of paragraph No. 27 herein below.
2	Towards drafting of settlement agreement	In cases involving claim and/or counter-claim of up to Rs 5crores. Rs 50,000/- (Sole Conciliator) In cases involving claim and/or counter-claim of exceeding Rs 5 crores but less than Rs 10 crores. Rs 75,000 (per Conciliator) In cases involving claim and/or counter-claim of more than Rs 10 crores. Rs 1,00,000/- (per Conciliator) Note: The aforesaid fees for the drafting of the Settlement Agreement shall be paid on Signing of the Settlement Agreement after approval of the Competent Authority or Rejection of the proposed Settlement Agreement by the Competent Authority of BHEL.
3	Secretarial expenses	Rs 10,000/- (one time) for the whole case for Conciliation by a Sole Member IEC. Where Conciliation is by multi member Conciliators –Rs 30,000/- (one time)- to be paid to the IEC
4	Travel and transportation and stay at outstation i) Retired Senior Officials of other Public Sector Undertakings (pay scale wise equivalent to or more than E-8 level of BHEL)	As per entitlement of the equivalent officer (pay scale wise) in BHEL.
	Others	As per the extant entitlement of whole time Functional Directors in BHEL. Ordinarily, the IEC Member(s) would be entitled to travel by air Economy Class.
5	Venue for meeting	Unless otherwise agreed in the agreement, contract or the Memorandum of Understanding, as the case may be, the venue/seat of proceedings shall be the location of the concerned Unit / Division / Region / Business Group of BHEL. Without prejudice to the seat/venue of the Conciliation being at the location of concerned BHEL Unit / Division / Region / Business Group, the IEC after consulting the Parties may decide to hold the proceedings at any other place/venue to facilitate the proceedings. Unless, Parties agree to conduct Conciliation at BHEL premises, the venue is to be arranged by either Party alternately.

3. The parties will bear their own costs including cost of presenting their cases/evidence/witness(es)/expert(s) on their behalf. The parties agree to rely upon documentary evidence in support of their claims and not to bring any oral evidence in IEC proceedings.

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

4. If any witness(es) or expert(s) is/are, with the consent of the parties, called upon to appear at the instance of the IEC in connection with the matter, then, the costs towards such witness(es)/expert(s) shall be determined by the IEC with the consent of the Parties and the cost so determined shall be borne equally by the Parties.
5. The other expenditures/costs in connection with the Conciliation proceedings as well as the IEC's fees and expenses shall be shared by the Parties equally.
6. Out of the lump sum fees of Rs 75,000/- for Sitting Fees, 50% shall be payable after the first meeting of the IEC and the remaining 50% of the Sitting Fees shall be payable only after termination of the conciliation proceedings in terms of para 22 hereinabove.
7. The travelling, transportation and stay at outstation shall be arranged by concerned Unit as per entitlements as per Serial No. 3 of the Table at para 23 above, and in case such arrangements are not made by the BHEL Unit, the same shall be reimbursed to the IEC on actuals limited to their entitlement as per Serial No. 4 of the Table at Para 23 above against supporting documents. The IEC Member(s) shall submit necessary invoice for claiming the fees/reimbursements.
8. The Parties shall keep confidential all matters relating to the conciliation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of its implementation and enforcement or as required by or under a law or as per directions of a Court/Governmental authority/ regulatory body, as the case may be.
9. The Parties shall not rely upon or introduce as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the Disputes that is the subject of the Conciliation proceedings:
 - a. Views expressed or suggestions made by the other party in respect of a possible settlement of the Disputes;
 - b. admissions made by the other party in the course of the Conciliator proceedings;
 - c. proposals made by the Conciliator;
 - d. The fact that the other Party had indicated his willingness to accept a proposal for settlement made by the Conciliator.
10. The Parties shall not present the Conciliator(s) as witness in any Alternative Dispute Resolution or Judicial proceedings in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.
11. None of the Conciliators shall act as an arbitrator or as a representative or counsel of a Party in any arbitral or judicial proceeding in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.
12. The Parties shall not initiate, during the Conciliation proceedings, any arbitral or judicial proceedings in respect of a Disputes that is the subject matter of the Conciliation proceedings except that a Party may initiate arbitral or judicial proceedings where, in his opinion, such proceedings are necessary for preserving his rights including for preventing expiry of period of limitation. Unless terminated as per the provisions of this Scheme, the Conciliation proceedings shall continue notwithstanding the commencement of the arbitral or judicial proceedings and the arbitral or judicial proceedings shall be primarily for the purpose of preserving rights including preventing expiry of period of limitation.
13. The official language of Conciliation proceedings under this Scheme shall be English unless the Parties agree to some other language.

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

**FORMAT FOR SEEKING CONSENT FOR REFERRING THE DISPUTES TO CONCILIATION
THROUGH IEC**

To,
M/s. (Stakeholder's name)

Sub: Resolution of the Disputes through conciliation by Independent Expert Committee (IEC).

Ref: Contract No/MoU/Agreement/LOI/LOA& date _____.

Sir,

With reference to above referred Contract/MoU/Agreement/LOI/LOA, you have raised certain Disputes/claims. Vide your letter dated____ you have requested BHEL to refer the Disputes/claims to IEC for Conciliation.

We are enclosing herewith Format (3) for giving consent and the terms and conditions of BHEL Conciliation Scheme, 2018 governing conciliation through IEC. You are requested to give your unconditional consent to the said terms and conditions of the Scheme by returning the same duly sealed and signed on each page. On receipt of your consent, matter will be put to the Competent Authority for consideration and decision.

Please note that BHEL has also certain claims against you (if applicable). BHEL reserves its right to agree or not to agree conciliation of the said disputes through BHEL and this letter is being issued without prejudice to BHEL's rights and contentions available under the contract and law.

Yours faithfully,

Representative of BHEL

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

**FORMAT FOR GIVING CONSENT BY CONTRACTOR /VENDOR/ CUSTOMER/
COLLABORATOR /CONSORTIUM PARTNERS FOR REFERRING THE DISPUTES TO
CONCILIATION THROUGH IEC**

To,

BHEL

.....

Sub: Resolution of Disputes through Conciliation by Independent Expert Committee (IEC).

Ref: Contract/MoU/Agreement/LOI/LOA No _____ & date _____

With reference to above referred contract, our following bills/invoices/claims submitted to BHEL are still unpaid giving rise to Disputes:

SL. no.	Claim Description	Bill submitted to BHEL (no. and date)	Amount of the bill/claim	Amount received from BHEL	Outstanding Amount

Accordingly we request you to kindly refer the Disputes in respect of above claims to IEC for Conciliation.

We hereby agree and give our unconditional consent to the terms and conditions of BHEL Conciliation Scheme, 2018 governing conciliation through IEC. We have signed the same on each page and enclosed it for your consideration.

Yours faithfully,

(Signature with stamp)
Authorized Representative of Contractor
Name, with designation Date

Appendix III

STATEMENT OF CLAIMS/COUNTER CLAIMS TO BE SUBMITTED TO THE IEC BY BOTH THE PARTIES

1. Chronology of the Disputes
2. Brief of the Contract/MoU/Agreement/LOI/LOA
3. Brief history of the Disputes:
4. Issues:
5. Details of Clam(s)/Counter Claim(s):

SI. No.	Description of claim(s)/Counter Claim	Amount (in INR)Or currency applicable in the contract	Relevant contract clause

Basis/Ground of claim(s)/counter claim(s) (along with relevant clause of contract)

Note– The Statement of Claims/Counter Claims may ideally be restricted to maximum limit of 20 pages. Relevant documents may be compiled and submitted along with the statement of Claims/Counter Claims. The statement of Claims/Counter Claims is to be submitted to all IEC members and to the other party by post as well as by email.

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

11. BHEL's FRAUD PREVENTION POLICY

- 11.1 The Bidder along with its associate/ collaborators/ 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 fraud or suspected fraud as soon as it comes to their notice. Fraud Prevention policy and List of Nodal Officers shall be hosted on BHEL website, vendor portals of Units / Regions intranet.
- 11.2 BHEL'S GUIDELINES FOR SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS / CONTRACTORS:
- 11.3 Penal action can be initiated on the suppliers / Contractors in line with extant 'Guidelines for Suspension of Business Dealings with Suppliers/ Contractors'. The abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' has been uploaded on <http://www.bhel.com> on "supplier registration page".
- 11.4 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.
- 11.5 Integrity commitment, performance of the contract and punitive action thereof:
- 11.5.1 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.
- 11.5.2 Commitment by Bidder/ Supplier/ Contractor: 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.
- 11.6 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.
- 11.7 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.
- 11.8 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.

12. PREFERENCE TO MAKE IN INDIA:

- 12.1 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 DPIIT. 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.

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

13. START-UP CONCESSION

- 13.1 Start-up companies will be provided benefits and relaxation as per the latest government norms. For availing start-up benefits, relevant certificates issued by department of industrial policy and promotion shall be submitted along with the tender.

14. SECRECY OF CONFIDENTIAL INFORMATION:

- 14.1 The Contractor undertakes and agrees that he/it will not disclose or reveal in part or full the proprietary/confidential information, which terms shall mean and include patents, trademarks, service marks, registered designs, copyright, design rights, know-how, confidential information, trade and business names and any other similar protected information of BHEL received during negotiation or currency of the contract to any third party or governmental authorities without written permission from BHEL. In the event of termination or expiry of the contract, the contractor shall return all proprietary/confidential information to BHEL. This clause shall survive termination or expiry of the contract.
- 14.2 All the input details: transmittals and sample drawings supplied for preparation of drawings are confidential information of BHEL for specific purpose only. The contractor shall never pass on / part with the information to anybody and shall maintain the secrecy of the information. As soon as the bills are certified by BHEL, all the relevant drawing files shall be erased from PCs and shall not be made use under any circumstances.
- 14.3 BHEL reserves the right to initiate appropriate action including legal proceeds / termination of contract, recovery of damages, penalties etc., if the contractor is found guilty / wrong usage of the documents given by BHEL for any unauthorised activity.

15. RISK PURCHASE:

- 15.1 In case of abnormal delays (beyond the maximum time period as per LD clause) or non-fulfilment of any other terms and conditions given in work order, BHEL may cancel the work order in full or part thereof, and may also make a contract of such work/service from elsewhere / alternative source at the risk and cost of the original contractor. BHEL will take all reasonable steps to complete the contract obligations from alternate source at optimum cost. If bidder does not agree to the above Risk Purchase Clause, BHEL reserves the right to reject the offer. In case for compelling reasons BHEL accepts the offer without acceptance of this clause by the bidder and in the eventuality of Risk Purchase, appropriate action will be taken as per BHEL extant rules. This will be without prejudice to any other right of BHEL under the contract. Risk & cost clause, in line with conditions of contract may be invoked in any of the following cases:
- 15.1.1 Contractor's poor progress of the work vis-à-vis execution timeline as stipulated in the contract, backlog attributable to contractor/ supplier including unexecuted portion of work/ supply does not appear to be executable within balance available period (#) considering its performance of execution.
- 15.1.2 Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.
- 15.1.3 Non completion of work / Non-supply by the contractor within scheduled completion/delivery period as per contract or as extended from time to time, for the reason attributable to the contractor.
- 15.1.4 Termination of contract on account of any other reason (s) attributable to contractor.
- 15.1.5 Assignment, transfer, subletting of contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
- 15.1.6 Non-compliance to any contractual condition or any other default attributable to contractor.
- 15.1.7 Risk and Cost amount against balance work will be calculated as follows:

$$\text{Risk \& Cost Amount} = [(A-B) + (A \times H/100)]$$

Where,

Date :
Place:

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A= Value of Balance scope of Work/ Supply (*) as per rates of new contract

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 to 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 Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work/ Supply for calculating risk & cost amount.

Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities.

Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities.

Substitute/ extra items whose rates have already been approved would form part of contract quantities for this purpose. Substitute/ extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions.

However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose.

NOTE: In case portion of work is being withdrawn, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work/supply' for calculating Risk & Cost amount.

16. COMPLIANCE WITH VARIOUS LABOUR LAWS BY THE CONTRACTS:

- 16.1 The contractor shall not engage in connection with the work any person who has not completed 18 years of age.
- 16.2 The contractor shall in respect of labour employed by him, comply with following statutory provisions and rules and in regard to all matters provided therein.
 - 16.2.1 The contract Labour (Regulation & Abolition) Act 1970 and the related Rules.
 - 16.2.2 The minimum wages Act 1948 and the related rules
 - 16.2.3 The payment of wages Act 1936 and the related rules.
 - 16.2.4 The Factories Act 1948 and related Tamil Nadu Rules.
 - 16.2.5 The Employees' Provident Fund & Miscellaneous provisions Act 1952.
 - 16.2.6 The Employees State Insurance Act 1948.
 - 16.2.7 Workmen Compensation Act 1923
 - 16.2.8 Payment of Bonus Act 1965
 - 16.2.9 Maternity Benefit Act, 1961
 - 16.2.10 Payment of Gratuity Act, 1972
 - 16.2.11 Inter-State Migrant Workmen (Regulation of Employment & Conditions of Service) Act, 1979
 - 16.2.12 Equal Remuneration Act, 1976
 - 16.2.13 Industrial Employment (Standing Order) Act, 1960 (In case of engaging 100 or more workmen)
 - 16.2.14 The Industrial Disputes Act 1947
 - 16.2.15 and any other law, or modifications to the above or to the rules made there under from time to time.

17. NOTICES OF ACCIDENTS:

- 17.1 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. The contractor shall get the contract labour engaged by him insured under workmen's compensation policy from General Insurance Corporation of India before actually starting the work of contract. 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.)

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

18. DAMAGE & LOSS TO PRIVATE PROPERTY & INJURY TO WORKMEN

- 18.1 The Contractor shall at his own expense reinstate and make good to the satisfaction of the respective area HOD 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 BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL, 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 Employees Compensation Act or otherwise.

19. MICRO & SMALL ENTERPRISES (MSE)

- 19.1 MSE suppliers can avail the intended benefits only if they submit valid UDYAM Registration certificate long with the offer.
- 19.2 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 are 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.
- 19.3 Any new supplier will be eligible for registration with BHEL as MSE supplier provided Valid UDYAM Registration Certificate is submitted along with application for registration.
- 19.4 However, credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers as per clause (ii) at the time of tender evaluation.
- 19.5 In case NON-MSE vendor is L1 and MSE vendors offer values are within L1 + 15 %, the L1 offer value shall be counter offered to MSE Vendors as per merit. If the work cannot be split amongst two or more vendors, 100% work shall be awarded to MSE vendor accepting the counter offered L1 value of Non MSE L1 Vendor. If the work can be split, then MSE may be awarded at least 25% of the total work.
- 19.6 Definitions of MSEs owned by SC/ST is under:
- 19.6.1 In case of proprietorship firm, proprietor must be SC/ST.
- 19.6.2 In case of partnership firm, the SC/ST partners must be holding at least 51% shares in the unit. In case of private limited companies, at least 51% share must be held by SC/ST promoters.
- 19.7 Definitions of MSEs owned by Women is under:
- 19.7.1 In case of proprietorship firm, proprietor must be woman.
- 19.7.2 In case of partnership firm, the women partners must be holding at least 51% shares in the unit.
- 19.7.3 In case of private limited companies, at least 51% share must be held by women promoters.
- 19.8 Authorized Offices to Issue SC/ST certificate.
- 19.8.1 The caste/Tribe/Community certificate issued by the following authorities in the prescribed form for SCs/STs can be considered.
- 19.8.2 District Magistrate / Additional District Magistrate / Collector / Deputy commissioner / Additional Deputy commissioner / Deputy collector / 1st class stipendary magistrate / Sub divisional Magistrate / Taulka Magistrate / Executive magistrate / Extra Assistant commissioner.
- 19.8.3 Chief Presidency magistrate / Additional chief presidency magistrate / Presidency magistrate.
- 19.8.4 Revenue Officer not below the rank of thasildar.
- 19.8.5 Sub-Divisional officer of the area where the individual and / or his family normally resides.
- 19.8.6 To avail the benefits of MSE under SC/ST category, the related documents as stated above should be submitted along with tender documents.

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

GENERAL TERMS AND CONDITIONS OF THE CONTRACT

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: -

- 1.1 The "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.
- 1.2 The "work" means, the analytical work described in the tender documents.
- 1.3 The "contractor/ bidder" 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.
- 1.4 " The Officer-In charge" means, the Officer deputed by the BHEL to supervise the work or part of the work.
- 1.5 "Approved" and "Directed" means, the approval or direction of HOD/WCM, or person deputed by him for the particular purposes.
- 1.6 "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 including AGM/WCM authorized to invite tenders and enter into contract for works on behalf of the Company.
- 1.7 The "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.
- 1.8 A "week" means, Seven Days, without regard to the number of hours worked or not worked in any day in that week.
- 1.9 A "day" means, the day of 24 hours (TWENTY-FOUR) irrespective of the number of hours worked or not worked in that day.
- 1.10 A "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 labour 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. HEADING TO THE CONTRACT CONDITIONS: -

- 2.1 The heading to these conditions shall not affect the interpretations thereof.

3. WORK TO BE CARRIED OUT: -

- 3.1 The Contract shall, include all labour, materials, tools, plant, equipment and transport which may be required for the execution of the work. The Contractor will be deemed to have satisfied himself as to the nature of the site, local facilities of access and all matters affecting the execution of the work. No extra charges consequent on any misunderstanding in these respects or otherwise will be allowed.

Date :
Place:

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4. DEVIATIONS: -

- 4.1 The contractor shall not carry out any work not covered by schedule except in pursuance of the written instructions of an executive not below the rank of DGM of WCM / end user. No such work shall be valid unless the same has been specifically confirmed and accepted by BHEL in writing and incorporated in the Contract.

5. ASSIGNMENT OF TRANSFER OF CONTRACT: -

- 5.1 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.

- 5.2 **SUB-CONTRACT: -** The Contractor shall not sub-let any portion of the contract.

6. COMPLIANCE TO REGULATIONS AND BY-LAWS: -

- 6.1 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.

7. SECURITY DEPOSIT: -

- 7.1 BHEL shall not be responsible for any loss of securities, due to liquidation for any other reasons, what-so-ever or any depreciation in the value of the securities while in their charge or for any loss of interest there on.

- 7.2 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 realised 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 by BHEL and in the event of this Security Deposit being deducted by reason of such deductions or sale, as aforesaid, the Contractor shall within 7 days thereafter, make good in cash or in securities endorsed as aforesaid, any sum by which the Security Deposit has been reduced.

8. REFUND OF SECURITY DEPOSIT: -

- 8.1 The Security Deposit may be refunded to the Contractor after completion of the contract provided, after the Contractor shall first have been paid the last and final bill and have rendered a "NO DEMAND CERTIFICATE".

9. ORDERS UNDER THE CONTRACT: -

- 9.1 All orders, notices etc. to be given under the contract shall be in writing, typescript or printed and if sent by registered post to the address given in the tender of the Contract, shall be deemed to have been served on the date, when in the ordinary course they would have been delivered to him. The Contractor shall carry out without delay all orders given to him.

10. CONTRACTOR'S SUPERVISION: -

- 10.1 The contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to BHEL Officials.

- 10.2 Orders given to the contractor's agent shall be considered to have the same force as if they have been given to the contractor himself.

Date :
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- 10.3 The contractor or his accredited agent shall attend when required without making any claim for doing so to the Executive/WCM or OFFICER-INCHARGE, to receive instructions.
- 10.4 The respective area HOD have full powers and without assigning any reason, require the contractor to immediately cease to employ in connection with this contract, any agent, servant or employee where continued employment is, in his opinion undesirable. The contractor shall not be allowed any compensation on this account.

11. LABOUR: -

- 11.1 The Contractor shall remain liable for the payment of all wages and other payments in connection with the employees engaged by him and with regard to the work.
- 11.2 The Contractor shall comply with the applicable provisions of Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act. 1938, Employees Compensation Act 1923, Payment of Bonus Act, EPF and Miscellaneous Provisions Act, 1952, Employees State Insurance Act, 1948 and other relevant Acts and rules framed, there under from time to time.
- 11.3 Contractor shall be responsible for making payment of wages and shall ensure disbursement of wages in the presence of the authority's representative of contract operating division who shall record under his signature at the end of entries in the Register of wages.
- 11.4 Contractor shall have/ obtain license under CL(R&A) Act, 1970.
- 11.5 The contractor has to disburse the salary/wages for their workmen only through Bank (RTGS). The relevant Bank statement/proof for Bank payment should be produced along with PF and ESI and challans to Welfare Section every month.

12. PRECAUTIONS AGAINST RISK: -

- 12.1 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.

13. DAMAGE & LOSS TO PRIVATE PROPERTY & INJURY TO WORKMEN:-

- 13.1 The Contractor shall at his own expense reinstate and make good to the satisfaction of the respective area HOD 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.

14. LAWS GOVERNING THE CONTRACT: -

- 14.1 The contract shall be governed by the Indian Laws for time being in force.

15. CANCELLATION OF CONTRACT FOR CORRUPT ACTS: -

- 15.1 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 extend as provided in the case of cancellation for default.

Date :
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If the Contractor shall: -

- 15.2 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
- 15.3 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
- 15.4 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.

16. CANCELLATION OF CONTRACT FOR INSOLVENCY ASSIGNMENT OF TRANSFER OR SUB-LETTING OF CONTRACT: -

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:

If the Contractor,

- 16.1 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 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
- 16.2 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,
- 16.3 Assigns, Transfers, Sub-lets or attempts to assign, transfer or sub-let any portion of the work.
- 16.4 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 an Executive not below the rank of DGM of WCM / end user 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 the Executive not below the rank of DGM of WCM / end user, or the same shall be recovered from the Contractor by other means.
- 16.5 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 labour provided by the BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the Executive not below the rank of DGM of WCM / end user, whose decision shall be final and conclusive.

17. CANCELLATION OF CONTRACT IN PART OF FULL FOR CONTRACATOR'S DEFAULT:

If the Contractor:

- 17.1 Makes default in carrying out the work as directed and continues in that state after a reasonable notice from the Executive not below the rank of DGM of WCM / end user, or his authorized representative;

Date :
Place:

Signature of the Bidder with seal
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- 17.2 Fails to comply with any of the Terms and Conditions of the contract or after reasonable notice in writing with orders properly issued thereunder;
- 17.3 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 the Executive not below the rank of DGM of WCM / end user, 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 the Executive not below the rank of DGM of WCM / End user** 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 labour provided by the BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the Executive not below the rank of DGM of WCM / end user, whose decision shall be final and conclusive.

18. TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR. :-

- 18.1 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.

19. SPECIAL POWER TO TERMINATION: -

- 19.1 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 respective area HOD 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 foreclosing of the work.

20. RECOVERY FROM CONTRACTOR: -

- 20.1 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.

21. POST TECHNICAL AUDIT OF WORK AND BILLS: -

- 21.1 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.

22. FORCE MEJEURE CLAUSE: -

- 22.1 If, at any time during the continuance of this Contract the performance in whole or in part by either party of any obligations under this Contract shall be prevented or delayed by reason of any War, Hostile acts of the public enemy Civil Commotion, Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, Earth Quake etc.) then provided notice of happening of any such event is given by either party to other within 7 days from the date of occurrence therefor neither party shall by reason of such event be entitled to terminate this Contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist.

Date :
Place:

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(Authorized Signatory)

- 22.2 If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event, claims for extension of time shall be granted for periods considered reasonable by the Executive not below the rank of DGM of end user subject to prompt notification by the contractor.

23. SIGNING OF CONTRACT: -

- 23.1 Each contract document shall be signed by the Contractor with his usual signature. Contract by partnership of Hindu Joint Family firm, may be signed in the FIRM'S name by one of the Partners or the Karta or Manager as the case may be or by any other duly authorised representative followed by the name and designation of the persons so signing. Contracts by a Company shall be signed with the name of the Company by a person authorised in this behalf and a power of attorney or other satisfactory proof showing that the persons signing the Contract documents on behalf of the Company is duly authorised to do so, shall accompany the contract.

24. STATUTORY REQUIREMENTS:

- 24.1 All statutory requirements under Minimum Wages Act,1948, Factories Act 1948, Workmen Compensation Act 1923, Employees Provident Fund and Miscellaneous Provisions Act, 1952, Payment of Gratuity Act 1972, Employee State Insurance Act 1948, Contract Labour (R&A) Act 1970, Payment of Bonus Act 1965, Income Tax Act, GST Act and all other applicable Acts shall be complied with by the Contractor.
- 24.2 Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.
- 24.3 Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
- 24.4 Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and provide a copy of the same to BHEL.
- 24.5 Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.

25. REGISTERS & RECORDS: -

- 25.1 The Contractor shall maintain all registers and records in the proper manner and as required by the regulations of the various authorities concerned and indemnify the Employer from the consequences due to any inaccurate or faulty documentation on the part of the Contractor.

26. REMOTE TRANSACTIONS: -

- 26.1 The Contractor shall agree to and comply with all such terms and conditions as BHEL may prescribe from time to time and shall confirm that all transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centers, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication established by BHEL shall constitute legally binding and valid transactions when done.

27. CHANGE IN CONSTITUTION OF FIRM: -

- 27.1 Changes in constitution of firm whenever it is made after submission of application or during currency of the contract, the existing firm has to duly inform the proposed changes to contracting department of BHEL at the appropriate time before the changes in the constitution are made. In case the absence of any such information BHEL is not responsible for the consequences arising out of the absence or suppression of information and the issue / dispute arising out of these changes and the firm is responsible for settling the issue or dispute among themselves (Partners etc) or with the bankers or with any third party. Under the above circumstances when dispute arises and the firm does not inform the change in the constitution of the firm BHEL may reserve its rights for suspending or terminating the contract.

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

PRE-QUALIFICATION REQUIREMENTS (PQR)

IMPORTANT CONDITIONS

The Bidders must comply with all the PQR mentioned below. Noncompliance of any one of the PQR will lead to total rejection of the offer submitted by the bidders, who are not complying with the PQR, in full.

All the information furnished / supporting documents enclosed by the bidders will be considered as authentic for evaluation of Bid. If any information furnished / supporting documents attached are subsequently found to be incorrect / fraudulent / forged, at any later date or during the tenure of the Contract, it will be viewed seriously and suitable penal action (viz., delisting, termination of the bidder from Contract, legal action, forfeiture of EMD / SD etc.) will be initiated against such bidders as per the Rules and Guidelines prevailing in BHEL.

1. EARNEST MONEY DEPOSIT (EMD)

- 1.1 Earnest Money Deposit (EMD) of **₹4,800/-** by way of Demand Draft or e-payment shall be furnished by the bidders.
- 1.2 The EMD will be accepted only in the following forms.
 - 1.2.1 Cash deposit as permissible under the extant Income Tax Act (before tender opening).
 - 1.2.2 Electronic Fund Transfer credited in BHEL Account (before tender opening). If EMD deposited online through **SBI online website under “SBI Collect” (Procedure is given in Annexure-1)**, a printout of the e-receipt to be taken & rate schedule number to be written on the receipt, signed by the bidder, and submitted along with tender.
 - 1.2.3 Banker’s cheques / Pay Order/ Demand Draft, in favour of BHEL (along with offer). The Demand Drafts, in the form of A/c Payee, shall be drawn from any bank, preferably Nationalized Bank in favour of “Bharat Heavy Electricals Limited, Trichy”, payable at Trichy.
 - 1.2.4 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)
- 1.3 Bids submitted without EMD will be rejected out rightly and their offers will not be considered for further evaluation.
- 1.4 MSE benefits (exemption from EMD) will be provided in case of submission of **Valid UDYAM Registration Certificate**

2. ORGANIZATION/FIRM REGISTRATION

- 2.1 Only registered / licensed companies / firms / proprietors / partnerships, will be eligible for participating in this Tendering Process. Wherever “Companies Act 1956” is applicable the Company shall be registered in line with “Companies Act 1956”.
- 2.2 Documents to be submitted: The details of the registration Documents to be submitted are below: -

SL	Type of Organisation	Documents to be submitted
1	Sole Proprietorship	Trade License / GST registration / Auditor’s letter
2	Partnership	Partnership Deed Copy of Extract from Register of Firms showing latest constitution of Firm (Form A /G/any other form as the case may be) , Trade License / GST Certificate and PAN
3	Unregistered Partnership	Partnership Deed, Notarized Declaration as to the constitution of Firm signed by all the Partners and Trade License , GST Certificate and PAN
4	Private Limited Company	Certificate of Registration/Memorandum of Association & Articles of Association
5	Public Limited Company	Certificate of Registration/Memorandum of Association & Articles of Association
6	Public Sector / Govt. org.	Certificate of Registration/Memorandum of Association & Articles of Association

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

2.3 **Permanent Account Number (PAN):** Bidder should have valid Permanent Account Number (PAN) and copy of PAN Card shall be enclosed.

2.4 **GST registration Number:** The copy of GST certificate shall be enclosed. If any specific exemption is available, a declaration with due supporting documents need to be furnished for considering the offer

3. POWER OF ATTORNEY:

3.1 The tender documents should be signed by authorized signatory. Authorized signatory shall be the person holding 'power of attorney' on behalf of the firm/company/bidder-concerned authorized/empowered to act on behalf for the specific purpose.

3.2 BHEL will not be bound by any other Power of Attorney granted or the change in the composition of the firm made, subsequent to the execution of the Contract agreement. They may however recognize such Power of Attorney or change in status after obtaining legal advice and the cost involved in that connection shall be chargeable to the bidder concerned

3.3 **Documents to be submitted:** A copy of the Power of Attorney, in case an individual/authorized signatory other than the sole proprietor signs the tender shall be submitted along with the tenders.

4. PREVIOUS EXPERIENCE

4.1 The bidder should have experience of minimum 1 year in Photography for covering such official programmes / VIPs visit etc. for which a certificate / letter from reputed company / Educational Institution or self-certification for the experience to be attached / submitted along with the tender by the bidder.

4.2 Experience proof from BHEL shall contain work order copies and experience proof from other than BHEL shall contain work order / Documentary evidence (WO /Agreement/ Completion certificate) copy to be uploaded in eprocurebhel.co.in portal)

4.3 Experience other than BHEL to be supported by TDS (Tax Deducted at Source) certificate issued by the organization OR Form 26 AS OR Bank statement for transaction of payment.

5. CAMERA OWNERSHIP:

5.1 The bidder shall own a Digital SLR camera with accessories. (Details of Digital Camera with accessories to be enclosed).

6. NO DEVIATION CERTIFICATE

6.1 The Bidder should furnish and enclose the "No Deviation Certificate" as per Format-1

7. DECLARATION

7.1 The Bidder should furnish and enclose the "declaration" as per Format-2

8. CORRIGENDUM (if any)

8.1 Corrigendum issued by BHEL if any shall be enclosed.

Note: Bidders are requested to submit documents to meet the pre-qualification criteria of tender only. Additional documents not relevant to tender pre-qualification criteria / tender need not be enclosed along with the offer

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

E-PAYMENTS

- This annexure to the techno-commercial bid explains how to make e-payments to BHEL-Tiruchirappalli through SBI e-collect.
- Vendors (EMD and SD Payments payable by others) can utilise this facility.
- Payments can be made using Internet Banking, Debit Cards/Credit Cards etc.
- SBI Charges a minimum amount (Service Charge) for every transaction. This may vary according to the MODE selected.

STEP BY STEP PROCEDURE:

Login to <https://www.onlinesbi.com>

1. Select State Bank Collect available on the top (pre login page)
2. Accept the terms and conditions and click “PROCEED”
3. Select State “TAMILNADU “and Institution type “INDUSTRY “.
4. Select “BHEL TRICHY under “INDUSTRY”.
5. In the next page, Select APPROPRIATE category, fill details correctly & click “SUBMIT”.
6. If all details entered are correctly populated, click “CONFIRM “to proceed.
7. Make payment as per your convenience. (Options available are payment of fees through SBI Net Banking, State Bank ATM cum Debit Cards / Other Bank Debit / Credit Cards and through SBI Branches).
8. SAVE & Keep the copy of receipt for future reference.

HOW TO TAKE RECEIPT FOR A PAYMENT MADE, EVEN ON A LATER DATE:

(PLEASE CHECK THE STATUS BEFORE MAKING PAYMENT SECOND TIME)

1. Login to www.onlinesbi.com
2. Select State Bank Collect available on the top (pre login page)
3. Accept the terms and conditions and click “PROCEED”
4. Select “PAYMENT HISTORY “option available on the left side of screen.
5. Using two options as mentioned below, you can get the receipt:
 - a. Type the same Date of Birth, Mobile Number which you have entered at the time of making payment through SB collect. Select the date range and submit.
 - b. If you know the payment reference number, then enter the Reference number (DU...) along with anyone information (Date of Birth / Mobile number, which you have entered at the time of making payment). Select the date range and submit.
6. In the next page, take print out of receipt.

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

NO DEVIATION CERTIFICATE

<To be typed in Bidder's letter head>

TENDER NO. WCM / 22-23 / 3000027701E, dt. 07.07.2022

This is to declare that we do not have any deviations to the tender terms and conditions as per the following:

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A. Part-1 – Techno Commercial Bid

The Techno Commercial Bid bid comprises the following documents: -

- Annexure-T1 : Terms & conditions for submitting the offers
- Annexure-T2 : Terms & conditions for finalizing the Contract
- Annexure-T3 : Terms & conditions for operation of the Contract
- Annexure-T4 : General Terms & Conditions of the Contract
- Annexure-T5 : Pre-Qualification Requirements (PQRs)

B. Part-2 – Price Bid

The price bid comprises the following documents: -

- Work / Rate Schedules : Price bid proforma

And accordingly we accept all the Terms and conditions of Tender No. WCM / 22-23 / 3000027701E, dt. 07.07.2022 without any reservations whatsoever.

We unconditionally agree to all the tender conditions and no new conditions are imposed by us in the technical / price bid. We understand in the event of imposing any condition in the technical / price bid, such condition would be ignored by BHEL and only the prices will be considered for the purpose of evaluation.

Yours faithfully,

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

<To be typed in Bidder's letter head>

DECLARATION

With reference to the above Tender Enquiry, this is to declare that we will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

In case, we are found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.

Yours faithfully,

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

PART-2
PRICE BID

(Vendor to quote the price in e-procurement portal)

SL	Work Description	Qty	% Allocation of value	
1	Providing photo coverage for the first 4 hours and 30 minutes ,including reporting 30 minutes in advance before event commencement at the venue, for official events using one Digital SLR camera and other required equipment and the photographs to be downloaded / transferred in Department PC / System within 30 minutes after the event	265 Events	89.440%	Calculated by System
2	Providing photo coverage for additional number of hour(s) or part thereof beyond the first 4 hours and 30 minutes coverage	117 Additional hours	8.780%	Calculated by System
3	For taking passport photo(s) with all required accessories including backdrop with stand and lights, umbrella etc. per person.	147 Nos	1.290%	Calculated by System
4	Cancellation charges- applicable only if cancellation is less than 4 hours before the start of Program	10 Nos	0.490%	Calculated by System
	Lumpsum Value excluding GST			To be quoted by the Vendor in the eProcurement Portal
	GST %			To be quoted by the Vendor in the eProcurement Portal
	TOTAL NET CASH OUTFLOW TO BHEL			Calculated by System

Note:

1. Vendor shall quote GST in % and the total amount for the work and not the individual rates for every item of BOQ. The amount quoted shall include all taxes except GST. Applicable GST would be paid extra.
2. Reverse Auction is not preferred for finalizing the contract. Hence the bidders are requested to quote their lowest possible lump sum value at the first instance itself.

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)