

**BHARAT HEAVY ELECTRICALS LIMITED
TIRUCHIRAPPALLI – 620 014
CIVIL ENGINEERING DEPARTMENT**

Dt. 25 06 2024

To
The Tenderer
Dear Sirs,

Name of work: Providing Architectural / Engineering consultancy services for the Interior Architecture for the Front office of the administrative building in BHEL Trichy Factory Complex

Tender Schedule No. **CF: TS: 08/24-25**

Please find enclosed / attached non-transferable tender document containing

Techno-commercial bid consisting of Preamble, Specifications, General and Special Conditions of Contract, Norms for Qualification and Qualification Pro form, Bill of Quantities to offer your most competitive rates for all the items.

TENDERS must be submitted *electronically by logging to e-procurement portal <https://eprocurebhel.co.in>*

Physical submission of tender shall not be accepted.

The completed qualification bid, Price Bid, Special Conditions of Contract and Standard conditions of Contract along with required documents and EMD shall be uploaded in e-procurement portal on or before **06-07-2024 @ 10:00 Hrs.** The qualification bid will be opened on **06-07-2024 @14:00 hrs** through e-procurement portal. In case of opening day falls on holiday or happened to be declared as a holiday, the receipt and opening of the tender shall automatically fall on the same timing of the next working day. Date and time of opening of the Price Bid shall be intimated only to the bidders those who have qualified after evaluation of the qualification bid.

Tender Document consists of Part A-Qualification Bid & Part B-Price Bid.

Part A-Qualification Bid consists of

- Section 1 - Notice Inviting E-Tender
- Section 2 – Preamble
- Section 3 – Important points to be taken care of while submitting offer
- Section 4 - Procedures & Guidelines
- Section 5 - Special conditions of contract

Part B-Price Bid consists of Bill of Quantity & schedules.

Thanking you,

Yours faithfully
For and on behalf of
BHARAT HEAVY ELECTRICALS LIMITED,

Manager
CIVIL / Planning
Civil Township office
BHEL, Trichy – 620 014.

Part –A Qualification Bid

SECTION 1 - NOTICE INVITING E-TENDER

A) Tender Details		
1.	Tender Schedule No.	CF: TS: 08/24-25
2.	Tender Type	Open Tender – Two Part (e-Tender)
3.	Name of Work	Providing Architectural / Engineering consultancy services for the Interior Architecture for the Front office of the administrative building in BHEL Trichy Factory Complex.
4.	Location of Work	BHEL – Trichy Complex
5.	Contract Value	Rs. 12.0 Lakhs + Applicable GST
6.	Period of Contract	12 months from the date of award of contract
7.	EMD	NIL
8.	Security deposit	5 % of the contract value
11.	Tender document Details	Qualification Bid: Pages 1 to 39; Price Bid: Pages 40 to 41
12.	Mode of submission of offer	No Physical submission of tender , Tender only to be submitted electronically by logging to e-procurement portal https://eprocurebhel.co.in
13.	Last Date for Receipt of Tender	06-07-2024 / 10:00 Hrs.
14.	Date of Techno Commercial Bid opening	06-07-2024 / 14:00 Hrs.
15.	MSE benefits if applicable	Not Applicable
16.	Contact details of queries related to tender	B Rajabalan, Manager, Civil / Planning, 0431 257 4109; e-mail: rajabalan@bhel.in
17.	Contact details for queries related to scope of work	Shri. T. Aaruyir Yogaa ,SM/Civil. 0431 257 4559; e-mail: tayogaa@bhel.in

We, the tenderer, have gone through all the pages of tender document and accept the terms and conditions.

B) Contractor Profile details -

1.	Name of the Enterprise / Company / Firm.	To be filled in e-procurement portal
1.1.	Status of the Enterprise / Company / Firm.	To be filled in e-procurement portal
1.2	Regd. Address of Enterprise / Company / Firm.	To be filled in e-procurement portal
1.3	If offer is addressed from different address, as above, the same may specified,	To be filled in e-procurement portal
2	Details of documentary evidence submitted in support of Status of the Enterprise / Company / Firm.	Details to be filled and documentary evidence to be uploaded in e-procurement portal
Following documents to be uploaded in e-procurement portal based on status of Agency / Company / Vendor		
2.1	Are you / your partner involved whether as a proprietor / partner in other companies. In case of bid given by company, any other sister concerns being run. (Details of Name, Address, etc., of such companies shall be furnished.) if applicable	To be filled in e-procurement portal
3.	Landline/Mobile number(s)	To be filled in e-procurement portal
4.	E-mail Address	To be filled in e-procurement portal
5.	Name, Designation and Contact details of person signing the Tender (In case of authorized signatory, the copy of Power of Attorney (POA) should be uploaded as per Annexure-A3.)	To be filled in e-procurement portal
6.	BHEL- Trichy Vendor Code: (If vendor code is not available, kindly Submit the original NEFT/RTGS Format duly filled and signed in page No. 22 of this document along with cancelled cheque leaf	To be filled in e-procurement portal
If any vendors do not have ESI, EPF No. the vendor should produce a declaration in their letter head as per Annexure 2.		

C) NORMS FOR QUALIFICATION FOR THIS TENDER
(CHECK LIST - TO BE FILLED BY CONTRACTOR COMPULSORILY)

Sl. No	Qualifying Criteria	Details	Status
1	<p>Experience of having successfully completed similar works during last 7 (Seven) years ending last day of month previous to the one in which applications are invited should be either of the following</p> <p>a) Three similar completed works costing not less than the amount equal to Rs 4.80 Lakhs (or)</p> <p>b) Two similar completed works costing not less than the amount equal to Rs 6.0 Lakhs (or)</p> <p>c) One similar completed work costing not less than the amount equal to Rs 9.60 Lakhs</p> <p>(Experience proof from BHEL shall contain work order copies and experience proof from other than BHEL shall contain work order copies along with Form 26AS / TDS certificate / bank statement for payment from the organization for the work executed/Confirmation mail from completion certificate issuing authority)</p> <p>Similar Work means "Similar works means works involving Architectural consultancy servies"</p> <p>For arriving at cost of similar work, the value of work executed shall be brought to current costing level by enhancing the actual value of work at simple rate of seven percent per annum, calculated from the date of completion to the last day of month previous to the one in which tender is opened.</p>	<p>Details to be filled and documentary evidence to be uploaded in e-procurement portal</p> <p>Details to be filled and documentary evidence to be uploaded in e-procurement portal</p>	<p><input type="checkbox"/> uploaded / <input type="checkbox"/> Not uploaded</p>
2	Income Tax Registration (PAN) - (Copy of PAN to be uploaded)		<p><input type="checkbox"/> uploaded / <input type="checkbox"/> Not uploaded</p>
3	GST Regn. No. (Declaration to be attached if Vendor is Exempted from paying GST. For such exempted vendor, Vendor cannot claim GST from BHEL, during the execution of the contract (if awarded) even if their status under GST changes to regular tax payer). (Copy of GST to be uploaded).	<p>Details to be filled and documentary evidence to be uploaded in e-procurement portal</p>	<p><input type="checkbox"/> uploaded / <input type="checkbox"/> Not uploaded</p>
4	Acceptance to Scope of work, Special and General Terms and Conditions of Contract. (Duly signed and sealed copy of tender document to be uploaded)		<p><input type="checkbox"/> uploaded / <input type="checkbox"/> Not uploaded</p>
5	"No deviation & Declaration certificate" on bidder's Letter head as per enclosed Annexure-A2 of tender document (Duly signed and sealed copy to be uploaded.)		<p><input type="checkbox"/> uploaded / <input type="checkbox"/> Not uploaded</p>
6	Declaration for non-cartelization (Annexures 1)		<p><input type="checkbox"/> uploaded / <input type="checkbox"/> Not uploaded</p>
7	E invoice Declaration (Annexures 2)		<p><input type="checkbox"/> uploaded / <input type="checkbox"/> Not uploaded</p>

Note :

- Bidders are requested to submit only the documents required to meet the pre-qualification criteria as per tender. Documents not relevant to tender pre-qualification criteria / tender shall not be enclosed along with the offer
- Digitally signed / Self-attested copy of all the documents should be uploaded along with Tender. BHEL reserves the right to cross check the authenticity of credentials submitted by the vendor. If at any stage, the document(s) submitted by Contractor is / are found incorrect / False / Fake, then necessary action will be taken by BHEL against Contractor viz. legal, Contractual, BHEL Policy / Procedural Actions in whatsoever manner as deemed fit.

D) DETAILS OF THE VENDOR TO BE FURNISHED

1	Sole Proprietorship	PAN / GST Registration	Details to be filled and documentary evidence to be uploaded in e-procurement portal	<input type="checkbox"/> uploaded / <input type="checkbox"/> Not uploaded
2	Partnership	Registered Partnership Deed / Pan copy of all the partners to be furnished		<input type="checkbox"/> uploaded / <input type="checkbox"/> Not uploaded
3	Private Limited Company / Public Limited Company / Public Sector / Govt. org	Certificate of Registration / Memorandum of Association & Articles of Association		<input type="checkbox"/> uploaded / <input type="checkbox"/> Not uploaded
4	E Format for “Acceptance for Electronic fund transfer/ RTGS Transfer”			<input type="checkbox"/> uploaded / <input type="checkbox"/> Not uploaded
5	Original cancelled cheque leaf (Applicable for New vendor)			<input type="checkbox"/> uploaded / <input type="checkbox"/> Not uploaded
6	Documentary proof for company / firm / proprietorship			<input type="checkbox"/> uploaded / <input type="checkbox"/> Not uploaded
7	NEFT bank format (if applicable)			<input type="checkbox"/> uploaded / <input type="checkbox"/> Not uploaded
8	Power of Attorney for signing tender (if applicable)			<input type="checkbox"/> uploaded / <input type="checkbox"/> Not uploaded

Declaration for Non-Cartelization

To:

Manager

CIVIL /PLANNING
Civil Township office,
BHEL, Trichy – 14.

Sir,

At this time of submission of this tender ----- (Tender Schedule No) I / We, -----
(Company Name) declares 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, I / We ----- (Company Name), am / are found having indulged in above activities,
suitable action shall be taken by BHEL as per extant policies / guidelines.

Thanking you,

Yours Truly,
For and On behalf of,

Company name & seal

Date:

Place:

E- Invoice Declaration

To:

Manager

CIVIL /PLANNING
Civil Township office,
BHEL, Trichy – 14.

Sub: Undertaking regarding Issuance of E-Invoice under GST Act

Dear Sir,

Sub: Undertaking regarding Issuance of E-Invoice under GST Act

Dear Sir,

1. We hereby confirm that our Aggregate Turnover (i.e. *Turnover computed on All India basis with same PAN*) for GSTIN : is less than 5 Crores & we are not mandated to issue E-Invoice (as per Rule No: 48 (4) of CGST Rules) w.e.f. 01/08/2023 as notified in Notification No: 10/2023-CT dated 10/05/2023 (*Principal Notification No: 13/2020-CT dated 21/03/2020*).
2. We hereby confirm that our Aggregate Turnover (i.e. *Turnover computed on All India basis with same PAN*) for GSTIN : is More than 5 Crores & we are mandated to issue E-Invoice (as per Rule No: 48 (4) of CGST Rules) w.e.f. 01/08/2023 as notified in Notification No: 10/2023-CT dated 10/05/2023 (*Principal Notification No: 13/2020-CT dated 21/03/2020*).

Thanking you,

Yours Truly,

For and On behalf of,

Company name & seal

Date:

Place:

(Strike out whichever is not applicable)

(This undertaking should be issued in company letterhead & to be signed by Authorised Signatory.)

EMD through E-collect (Bank payment)

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

STEP BY STEP PROCEDURE:

Login to <http://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 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.

No deviation and Declaration to be given by vendor in vendor's letter head

Name of work: Providing Architectural / Engineering consultancy services for the Interior Architecture for the Front office of the administrative building in BHEL Trichy Factory Complex

Tender Schedule No: CF:TS:XX/24-25

We, _____ hereby declare that we do not have any deviations to the tender terms and conditions as per Technical Bid-Qualifying Criteria-Price bid and Special and General terms & Conditions of Contract

We further confirm that We have gone through all the tender terms and conditions and we have noted down the job content and acquired full knowledge and information about the site conditions including climatic condition of the site.

We further confirm that the above information is true and correct and we shall not raise any claim of any nature due to lack of knowledge of Site conditions.

We have quoted our offer for all items by taking care of unit of measurement given in the Bill of quantities against individual items. In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null & void. We assure that no tampering was done to any part of tender document by us and if otherwise will lead to rejection of our bid. We confirm to have submitted our offer strictly in accordance with tender instructions.

We also hereby confirm the following points with ref to the above works, if ordered on us:

1. The quoted amount in this tender will remain firm throughout the entire Contract period and no extra payment against service charges will be claimed from BHEL under any circumstances from our end.
2. We also confirm to all the Terms & Conditions as per your above referred Enquiry & as per our offer submitted against the same.
3. We also declare that, we have not been suspended or black listed or issued with Show Cause Notice by BHEL Trichy-14 or any other BHEL Unit or any PSU / Government organization.

The tender must be signed digitally / physically by Propreitor / Managing Partner / Director of the Firm. If any other person is authorized to sign the tender, this copy of Power of Attorney must accompany the tender.

POWER OF ATTORNEY

(To be typed on company's letter head)

I / We do hereby make, nominate, constitute and appoint Mr , whose signature given below herewith to be true and lawful Attorney of M/s hereinafter called 'Company', for submitting Tender and inter alia, sign, execute all papers and to do necessary lawful acts on behalf of our Company with M/s Bharat Heavy Electricals Ltd, HPBP, TRICHY-620 014, in connection with (Name of work)

.....

vide Tender Schedule No: _____, dated _____. And the Company do hereby agree to ratify and confirm all acts, deeds, things or proceedings as may be lawfully done by the said attorney and by or on behalf of the company and in the name of the company, by virtue of the powers conferred herein and the same shall be binding on the company and shall have full force and effect.

Director / CMD / Partner / Proprietor

Signature of Mr.....(Attorney)

Attested by: Director / CMD / Partner / Proprietor

E FORMAT

THE PURCHASE/CONTRACT EXECUTING AGENCY/BHEL

ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS TRANSFER

01	Name & Address of the Supplier / Sub-contractor												
02	VENDOR CODE assigned by BHEL												
	Details of Bank Account:												
03	NAME & ADDRESS OF THE BANK												
04	NAME OF THE BRANCH												
05	BRANCH CODE												
06	MICR CODE	<table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>											
07	ACCOUNT NUMBER												
08	TYPE OF ACCOUNT	CURRENT A/C / OD / CASH CREDIT											
09	BENEFICIERY'S NAME												
10	IFSC CODE OF THE BRANCH	<table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>											
11	PAN												
12	EMAIL ID												
13	TELEPHONE/MOBILE NO.												

CERTIFICATE

I / We hereby agree to receive the payments due from BHARAT HEAVY ELECTRICALS LIMITED by the National Electronic Funds Transfer and/or RTGS Transfer mode by credit to my / our above mentioned Bank Account. I / We also agree that payments made to the above mentioned Account is a valid discharge of the liability of Bharat Heavy Electricals Limited. I / We also agree to bear the applicable Bank Charges for the above mode of transfer. **A copy of the cheque leaf / cancelled cheque leaf of the above account is sent herewith.**

AUTHORISED SIGNATORY WITH NAME SEAL

Banker's Certification

We confirm that we are enabled for receiving RTGS and NEFT credits and we further confirm that the account number of _____ (name of account holder), the signature of the authorized signatory and the MICR and IFSC codes of our Branch mentioned above are correct.

PLACE:**(Manager / Officer's)****DATE :****Signature Under Bank stamp and Name Seal****With Membership No.****(Telephone / Mobile No.)**

Forwarded to Accounts Dept.

We confirm the above details are verified with the records available with us.

Signature of the BHEL Executive with Name Seal (Operating the Contract/Services)

SIGNATURE OF THE APPLICANT

CONTRACTOR SEAL & SIGN

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ACCEPTING OFFICER

SECTION 2 - PREAMBLE

1. The scope of work includes **Providing Architectural / Engineering consultancy services for the Interior Architecture for the Front office of the administrative building in BHEL Trichy Factory Complex**. The brief description of items of work is given in the bill of quantities provided in the Price Bid.
2. Time is the essence of the contract. Works shall be commenced within 10 days from the date of issuing Work order. Failure to commence the work after issue of work order will be considered as breach of Contract unless there is any delay which is not attributable to contractor. In case of breach of contract, appropriate action shall be taken as per tender conditions. Being a time bound work, the contractor should make all efforts to complete the work in time. Even though the overall completion period is indicated in the tender, works shall be completed progressively and handed over as per agreed schedule
3. Tender Value is only approximate and liable for variation without entitling the tenderer to any compensation, till the total value of contract does not vary more than 30%. The contractor has to execute any item of work irrespective of the quantity available in the tender without any reservation till the contract value does not vary more than 30%.
4. **Quoted percentage/rate for all items shall be firm throughout the contract period including extended period if any and no cost escalation is allowed on any account.** Some changes are likely in the quantities furnished as well as in the layout, design and specifications of the work. The rates quoted shall be deemed to be inclusive of all such contingencies.
5. **Taxes & Duties:**
The percentage rate offered is for finished item of works and shall provide for the complete cost towards fuel, tools, tackles, plant & machinery, temporary works, labour, materials, levies, taxes, transport, layout, repairs, rectifications, maintenance till handing over, supervision, establishment, services, revenue expenses, overheads, profits & all other incidentals etc., complete Rate quoted shall include all royalties, terminal taxes, Octroi duties, and any other taxes leviable under the State or Central Government rules. The Bharat Heavy Electricals Ltd., will not entertain any claim whatever in this respect.
6. **The percentage / rate quoted shall not include applicable GST.**
7. Response to Tenders will be entertained only if the contractor has a valid GST registration number which should be clearly mentioned in the offer.

The Contractor shall mention their GST registration number in all their invoices 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), item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN / SAC Code, etc.

All invoices shall bear the SAC code (Services Accounting Code) & HSN Code (if applicable) for each item separately (Harmonized System of Nomenclature).

Payment shall be effected only after submission of declaration to the effect that all invoice particulars are/were uploaded in the GSTN network/ portal & All tax liability as per GST rules and regulations have been and will be discharged, shall be mentioned in the invoice. If it is not mentioned in the invoice a separate declaration shall be submitted as per the requirement of BHEL.

8. All documents like Work completion certificate and any other document mentioned in PO, shall be submitted.
For all works executed within the calendar month, input credit will be availed within that month in line with monthly returns filing cycle (if Input Tax Credit is applicable). In case of any discrepancy in the document or non-submission of documents mentioned in the PO, then BHEL will not be able to accept or account the works executed, in such case availing of tax credit will be deferred to next month or so.
9. In case of discrepancy in the data uploaded by contractor in the GSTN portal or in case of any shortages or rejection in the works executed, then BHEL will not be able to avail the tax credit (if Input Tax Credit is applicable) and will notify the Contractor of the same. The Contractor has to rectify the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal) for the shortages or rejections, within the calendar month notified by BHEL.
10. For any such delay in availing of tax credit for reasons attributable to the Contractor (as mentioned above), interest (calculated @ SBI Base Rate + 6%) along with penalty if any will be deducted for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills.
11. **All taxes and duty other than GST & GST Cess**
The contract price shall be inclusive of all (save the specific exclusions as enumerated in this contract) taxes, fees, license charges, deposits, duties, tools, royalty, Octroi, commissions or other charges which may be levied on the input goods consumed and output goods delivered in the course of Works Contract. In case BHEL is forced to pay any of such taxes, BHEL shall have the right to recover the same from the contractors bills or otherwise as deemed fit.
12. **Goods and service Tax (GST) & Cess**
The following conditions will apply and supplier shall fully comply to the below points.

Indigenous suppliers:

 - i. Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration No (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 GST 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.
 - ii. 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.
 - iii. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
 - iv. Invoices will be processed only upon completion of statutory requirement and further subject to following:
 - a. Vendor declaring such invoice in Form GST ANX-1
 - b. Receipt of Goods or Services and Tax invoice by BHEL

- v. As the continuous uploading of tax invoices in GSTN portal (in GST ANX-1) is available for all (i.e. both Small & Large) tax payers under proposed new GST Return System, all invoices raised on BHEL may be uploaded immediately in GST portal on despatch of material /rendering of services. The supplier shall ensure availability of Invoice in GST 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 GST ANX-2).
 - vi. In case of discrepancy in the data uploaded by the supplier in the GSTN portal or in case of any 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.
 - vii. 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 and all subsequent bills of the vendor will not be processed till filing of the GST return by the vendor
 - viii. 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.
 - ix. 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.
13. The tenderers are advised to visit BHEL at Tiruchirappalli and get themselves acquainted with the site conditions before submitting the offer.
 14. For any item of work not covered in Bill of Quantities, the rate will be arrived at based on the conditions given in BHEL General Conditions of Contract in force.
 15. The percentage rate offered is for finished item of works and shall provide for the complete cost fuel, tools, tackles, plant & machinery, temporary works, labour, levies, taxes, transport, lay-out, repairs, rectifications, maintenance till handing over, supervision, labour colony Establishment, services, revenue expenses, overheads, profits & all other incidentals etc., complete.
 16. **New Taxes / Levies**
In case the Government imposes any new levy / tax on the output service / goods / work after award of the contract, the same shall be reimbursed by BHEL at actual. In case any new tax / levy / duty etc. becomes applicable after the date of Bidder's offer, the Bidder / Contractor must convey its impact on his price duly substantiated by documentary evidence in support of the same **before opening of Price Bid**. Claim for any such impact after opening the Price Bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.
 17. After award of work the contractor has to furnish the security deposit. Also it is to be noted that after award of work the contractor has to furnish 50 % of security deposit before the commencement of work.

18. For any clarification on the tender document, the bidder may seek the same in writing or through email, as per specified format, within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay or any other delays. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.
19. In the event of any conflict between requirement of any clause of this specification / documents / drawings / data sheets etc. or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error / missing pages / other clerical errors in the tender documents, noticed must be pointed out before submission of offer, else BHEL's interpretation shall prevail.
20. **Payment Terms :**
No advance / mobilization advance will be given and the part-payment or advance for raw materials brought by the successful tenderer will not be paid. The payment for the finished items of works only will be paid after incorporating the required raw materials into the work, if any.
21. **PVC & ORC :**
PVC & ORC are not applicable for this tender.
22. **Order of Precedence**
In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:
- a. Amendments / Clarifications / Corrigenda / Errata etc. issued in respect of the tender documents by BHEL
 - b. Notice Inviting Tender (NIT)
 - c. Price Bid
 - d. Qualification Bid
 - e. General Conditions of Contract
23. The decision of Engineer-in-charge shall be final and binding on the contractor regarding clarification of items in this tender schedule.
24. The works executed in the own name of the tenderer only will be considered for eligibility criteria. ***The nominated committee may also visit the works executed by the contractor / tenderer to ascertain the nature of work relating to similar works before qualifying.***
25. BHEL reserves its right to reject the offer on account of unsatisfactory past performance by the present tenderer / his group / group of companies / any member in the consortium in case of consortium in another project / sister unit awarded under different enquiry. The tenderer has to declare the facts of performance with his customers and their contact details with phone & e-mail ids in his letter head. BHEL reserves its right to cancel the tender without assigning any reason.
26. Tenderers are requested to furnish the duly filled in E format (attached as separate in the Qualification Bid) sheet along with a cancelled cheque leaf to accept Electronic Fund Transfer / R T G S transfer for any payment from BHEL, Trichy.
27. The contractor has to submit the organization chart of their set up for the works and any change thereafter in the organization set up shall have the prior approval of BHEL.

28. The works contract to be entered into with the successful tenderer will be governed by the BHEL Revised General Conditions of Contract in force.
29. *Items of work other than those mentioned in bill of quantities attached with Price bid will be carried out at the rates to be fixed by this organization as per relevant clauses of the General Conditions of Contract.*
30. LD / Penalty clause is applicable as per General Conditions of Contract in force.
31. In all matters of dispute, the decision of the General Manager, Bharat Heavy Electricals Ltd., Tiruchirappalli – 620 014. shall be final and binding on the tenderer / contractor.
32. Any claim or dispute arising from the tender stage, till/after completion of the work under the terms and conditions stipulated in the tender document/contract agreement shall only be enforced or settled in the courts at Tiruchirappalli, TamilNadu only.
33. **Force Majeure clause:** 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, hostilities, acts of the public enemy, civil commotion, sabotage, fires, explosions, epidemics, quarantine, restrictions or acts of GOD (hereinafter referred to as events) then provided notice of happening of any such events is given by either party to other within twenty one days from the date of occurrence thereof neither party shall reason of such events be entitled to terminate this contract nor shall either party have any such nonperformance and delay is resumed as soon as practicable after such events has come to an end or ceased to exist. If the performance in whole or part of any obligation under this contract is prevented or delayed by reason or any such event claims for extension of time shall be granted for period considered reasonable by BHEL subject to prompt notification by the tenderer to BHEL of the particulars of the events and supply to the BHEL if required of any supporting evidence. Any waiver of time in respect of partial installment shall not be deemed to be a waiver of time in respect of remaining deliveries.
34. The correspondence exchanged against the tender from both tenderer and BHEL through email are considered as valid document legally though it is not signed. It is treated as valid confirmations made on behalf of the respective company and very much comes under the legal ambit of the business transaction and hence it is binding on both the parties to the business.
35. Any transaction pertaining to the tender from both the parties of business done round the clock irrespective of the office or business hours of the companies, are valid legally and binding on both the parties. This applies to the extent only in such cases where deadline time for transaction is not specifically declared by either or both the parties to the business.
36. In case Letter of Intent (LOI)/Work order is issued through email, the PC generated time and date of mail shall be construed as the official time and date of release of LOI/Work order. In as much as this date is within the last date of validity given by the bidder the LOI/Work order is said to have been issued within the validity period and shall be binding on both the parties to the business.
37. Tenderers participating in the tender should declare in their technical bid that whether they have been black-listed / kept on hold for a specified period / given Business holiday for a specified period by any Public sector undertaking or Government departments. The reasons for such action with details and the current status of such hold shall be clearly furnished to BHEL. If no such details are mentioned in the offer then it will be construed that the subject bidder is not under any such hold. But at a later date if it comes to the notice of BHEL about any such hold under enforcement on the subject bidder, BHEL will have every right to reject the offer of such vendors at any point of time and also under any stage of the finalisation of the subject tender irrespective of the status of the subject bidder in that tender. Such bidders will not be permitted to participate in the further tender proceedings and will be communicated suitably. They

will not be also considered for any ongoing tenders even if participated till the hold is officially lifted and confirmed in writing.

38. *The bidder along with its associate/ collaborators / sub-contractors / sub vendors / consultants / service providers shall strictly adhere to BHEL fraud prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of the management about any fraud or suspected fraud as soon as it comes to their notice*

39. ***Deviations***

The contractor shall not make any alteration in addition to or omission from the work as described in the tender documents except in pursuance of the written instructions of the Engineer-in-charge. No such deviation from the work described in the tender documents shall be valid unless the same has been specifically confirmed and accepted by the Accepting Officer in writing and incorporated in the contract. The Accepting Officer may deviate either by way of addition or deduction, from the work so described, provided that the contract sum be not thereby varied on the whole by more than the percentage set out in the tender documents. The value of all addition and deductions will be added to, or deducted from the contract sum. Whenever the Accepting Officer intends to exercise such a right, his intention shall specify the deviations which are to be made, the lumpsum assessment or the proposed basis of payment, the extra time allowed, if any, and the date for completion of the entire contract.

*Any objection by the Contractor to any matter concerning the order shall be notified by him in writing to the Engineer-in-charge within **Seven days** from the date of such order, but under no circumstances shall the work be stopped (unless so ordered by the Engineer-in-charge) owing to differences or controversy that may arise from such an objection. In the absence of such a notification of objection by the contractor, he will be deemed to have accepted the order and the conditions stated therein. In the event of the contractor failing to agree with the Engineer-in charge regarding the terms of the proposed deviation, the objection shall be referred to the Project Manager whose decision shall be final conclusive and binding on the Contractor.*

40. ***For Arbitration and Conciliation, Refer Section 4 in this document***

**SECTION 3 - IMPORTANT POINTS TO BE TAKEN CARE OF WHILE
SUBMITTING OFFER**

Section 3A - INSTRUCTIONS TO TENDERERS

- 1) Should a tenderer or a contractor on the list of approved Contractors have a relative, or in the case of a firm or Company of contractors any of its shareholders or shareholder's relative, employed in a gazetted capacity in the Engineering Department of the Bharat Heavy Electricals Limited, the authority inviting tenders shall be informed of this fact at the time of submission of the tender, failing which tender, may be disqualified or if such fact subsequently comes to light, the contract may be rescinded in accordance with the relevant provisions in the General Conditions of Contract.
- 2) The Bharat Heavy Electricals Limited will not be bound by any power of attorney granted by the tenderer or by changes in the composition of firm made subsequent to the execution of the contract. They may however recognize such power of attorney and changes after obtaining proper legal advice the cost of which will be chargeable to the contract concerned.
- 3) ***If the tenderer deliberately gives wrong information in his tender or creates conditions favorable for the acceptance of this tender, the Bharat heavy Electricals Limited, reserves the right to reject such tender at any stage.***
- 4) Words importing the singular number shall also be deemed to include the plural number and vice versa where the context so requires.
- 5) The expenses for competing and stamping the agreement shall be paid by the contractor.
- 6) The General and special conditions are complementary to each other and where they are conflict the Special Conditions shall prevail.
- 7) Tenderers shall not increase their quoted rates in case the Bharat Heavy Electricals Limited, negotiates for negotiation for reduction of rates. Such negotiation shall not amount to cancellation or withdrawal of the original offer and the rates originally quoted shall be binding on the tenderers for a period of three months from the date of opening of tenders.
- 8) Canvassing in any form in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
- 9) *"In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders. In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss / draw of lots, in the presence of the L-1 bidder(s) or their representative(s). Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding."*
- 10) *Any deviation to this tender terms & conditions, and schedules of this tender will lead to total rejection of the offer submitted.*
- 11) *Tenderer who have been suspended or black listed or issued with "Show Cause Notice" by BHEL, Tiruchirappalli - 620014 or any other unit or GOI 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.*

- 12) *Amount should be quoted as per the Work schedule (Price bid / Part –II). Amount quoted in any other form will not be accepted, and will be rejected.*
- 13) *The tender must be signed digitally / physically by Partner/ Director of the Firm or by the person holding the Power of Attorney on behalf of the Firm concerned. In the latter case, a copy of Power of Attorney, duly attested by a Notary Public must accompany the tender (As per annexure-A4) If a tenderer deliberately gives wrong information in his tender or creates conditions favorable for the acceptance of his tender, the BHEL will reject such tender at any stage.*
- 14) *Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.*
- 15) *Should a Tenderer's or a Contractor's or in the case of a firm or company of contractors/any of its shareholder's or shareholder's relative is employed in BHEL, the authority inviting the tenders shall be informed in writing of this fact at the time of submission of the tender, failing which the tender may be disqualified, or if such fact subsequently comes to light, the contract may be cancelled.*
- 16) *The tender schedule, and the tender shall be deemed to form an integral part of the contract to be entered into for this work.*
- 17) *Tenderer shall sign the tender documents for having accepted the conditions and upload in e-procurement portal.*
- 18) *Tender can be cancelled at any stage due to unavoidable circumstances.*
- 19) *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.*
- 20) *However, it shall be sole responsibility of bidder that the uploaded documents remain legible.*
- 21) *If there is a discrepancy between words and figures quoted by bidder, the amount in words shall prevail. If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.*
- 23) *TENDERERS should fill in all the required particulars in the blank spaces provided for this purpose in the tender documents and also sign each and every page of Tender Documents including the drawings attach there to before submitting their tender.*
- 24) *In quoting their percentage rate, the tenderers are advised to take account all factors including any fluctuations in the market rates etc. No claim will be entertained on this account after acceptance of the tender or during the currency of the contract.*
- 25) *Before tendering, the tenderers are advised to inspect the site of work and its environments and be well acquainted with the actual working and other Prevalent conditions position of materials and labour, General and Special Conditions of Contract. Instructions to tenders, drawings and Specifications and all other documents which form part of the Agreements to be entered into.*
- 26) *The percentage rate quoted in the tender shall remain valid for a period THREE MONTHS from the date of opening of tenders.*
- 27) *In the event of tender being submitted by firm the tender must be signed separately and legibly by each partner or member of the firm or in their absence, by the person holding the power of attorney on behalf*

of the firm concerned in the latter case a copy of the power of attorney duly attested by a Gazetted Officer must accompany the tender.

- 28) The Bharat Heavy Electricals Limited reserve the right to reject any or all the received or accept any tender or part thereof without assigning any reason thereof. In the case acceptance of part of tender, time for completion may also be reduced to the extent considered appropriate by the Accepting Authority.
- 29) Conditional and Unwitnessed tenders, tender containing absurd rates and amounts tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions laid down by the Accepting Officer are liable to be rejected.
- 30) Should a Tenderer 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) Every Endeavour is made to avoid any error which can materially affect the basis of the tender but the successful tenderer shall take upon himself to provide for the risk of any error which may be subsequently by discovered and shall make no subsequent claim on account thereof.
- 31) Conditional Tenders, Tenders containing prima-facie absurd rates and amounts, Tenders which are incomplete or otherwise considered defective and Tenders not in accordance with the Tender conditions herein contained and the Tenders not in original are liable to be rejected.
- 32) Vendors are advised to get themselves acquainted with the site conditions, the scope / work details before submitting the offer.
- 33) The contractor shall quote only the lowest possible amount, inclusive of all taxes (except Goods & Service Tax which will be paid by BHEL extra as applicable) that can be offered for the intended quantity.
- 34) If a Tenderer deliberately gives wrong information in his Tender or creates conditions favorable for the acceptance of his Tender, BHEL will REJECT SUCH TENDER AT ANY STAGE.
- 35) Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
- 36) Canvassing in any form in connection with Tenders is strictly prohibited and the Tenders submitted by the Contractors who resort to canvassing will be liable for rejection. The Tender schedule and the Tender shall be deemed to form an integral part of the Contract to be entered into for this work
- 37) Late and Delayed Tenders will be summarily rejected and under no circumstances it will be considered and accepted.
- 38) All corrigenda/addenda/amendments/time extensions/clarifications, etc. to the tender will be hosted on BHEL & Govt. Tenders websites only (i.e. <http://www.bhel.com>, & <https://eprocure.gov.in>) and will not be published in any other media. Bidders should regularly visit above website(s) to keep themselves updated.
- 39) 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.

- 40) The workmen to be deployed by the contractor shall adhere to the safety / security rules and regulations of the Company and any person who is found to be violating the security / safety rules of the company shall be replaced immediately at the cost of the contractor.
- 41) The contractor shall strictly adhere to various labour laws in force.
- 42) The decision of In-charge for this contract shall be final and binding on the contractor regarding clarification of items of works.
- 43) Lowest prices received against BHEL tenders need not be the technically acceptable one, and in that case, BHEL reserves the right not to consider the same.
- 44) BHEL would negotiate or re-float the Tender opened if L1 price is not the acceptable price to them inter-alia other reasons. Tenderers shall not increase their quoted rates in case BHEL, negotiates for reduction of rates. Such negotiation shall not amount to cancellation or withdrawal of the original offer.
- 45) In all matters of disputes, the decision of the General Manager, BHEL, Tiruchirappali-14 shall be final and binding on the Contractor.
- 46) Care should be taken to ensure only correct bid for the corresponding enquiry is placed in appropriate cover super scribing the same, failing which the bid will be liable for rejection.
- 47) No bidder shall be allowed to use any electronic gadgets viz., mobile phones, tablets etc during tender opening/ or at any other meeting with BHEL for the purpose of this tender, which if found would be liable for rejection of their bid.
- 48) The amount offered shall provide for the complete cost towards labour, consumables, tools, plants & machinery, transport, supervision, profits & overheads, and all other incidentals, etc. complete. However, if the GST is applicable for this contract, the same will be reimbursed on production of valid documentary proof for having paid the GST by them.
- 49) The works contract to be entered into with the successful tenderer will be governed by BHEL General Conditions of Contract in force.
- 50) The tenderer shall carry out health performance test at his cost for all the workmen engaged in the work through a registered medical practitioner and produce certificate on demand.
- 51) The contractor has to make his own arrangements to provide refreshment for the workmen deployed by him.
- 52) If any of the workers employed by the contractor is found to indulge in acts subversive of discipline, the same will be brought to the knowledge of the contractor and he shall arrange for replacement of such personnel.
- 53) Contractor/Authorized representative must be present at site to supervise the activities on day-to-day basis and for giving necessary instructions regarding the work to be carried out.
- 54) All the consumables, Tools & Plants used in the work shall be of approved quality and will be subject to periodical inspection by BHEL officials.
- 55) The contractor has to carry-out the work in production shops without affecting the day to-day

production activities.

- 56) The contractor should record the entry of all machineries / materials at the security gate while bringing in for work.
- 57) Statement of completed works with detailed certified measurements along with material consumption statement shall be submitted by the contractor in the last week of every month for processing their bill.
- 58) Contractor's materials and tools & plant shall have to be brought inside the factory with proper invoice / voucher and make necessary entry in the Security gate. They should maintain proper record for materials, tools & plants, etc., brought inside the factory complex.
- 59) Works shall be carried out as per relevant IS standards and rules adhering to necessary safety precautions.
- 60) The contractor should extend fullest co-operation with the third party agencies engaged, if any by BHEL to adhere the Quality Control Procedures ensuring quality.
- 61) The labour engaged under this contract cannot be deployed in any other works. Violation of this rule will be viewed seriously.
- 62) No contract labour will be allowed to enter into BHEL premises without PPEs (i.e. Safety Shoes etc.) GST will be charged on the forfeited EMD/SD amount from the bidder at the applicable rates. GST tax Invoice will be issued to the vendor on receipt/recovery of GST amount from the vendor. The Contractor should engage technical persons and workmen with the following qualifications for works as detailed below and the contractor shall carry out the health Performance check at his cost for the workmen engaged in the work through a registered medical practitioner and produce the certificate on demand.

63) **Signing the Tender:**

The Tender shall be signed by the Authorized Signatory Only. 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. Authorized signatory should have Power of Autonomy issued by MD or Board of Directors or authorized person for this purpose for quoting Tender and all procedures connected with, till finalization and execution of the Contract.

In case the Bidder is a Partnership Firm under Partnership Act, the Tender shall be signed by all the Partners of the firm or by the Managing Partner who have Signature and Seal of the Contractor authorized to do so or by a person holding the Power of Attorney on behalf of the Partnership Firm.

A copy of the Partnership Deed and / or a copy of the Power of Attorney, Self-attested shall accompany the Proprietor or Partner of the Company.

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.

If tenderer expires after the submission of his tender or after the acceptance of his tender the BHEL may, at their discretion, cancels such tender. If a partner of a firm expires after submission of tender

or after the acceptance of the Tender, BHEL may cancel such Tender at their discretion unless the firm retain its character. The works executed in the own name of the tenderer only will be considered for eligibility criteria.

- 64) Expenses incurred by bidder towards preparation of bid incidental to tender irrespective of whether it is accepted or not, shall be borne by vendor only.
- 65) The offers of the tenderer / bidders who are on the banned list and also the offer 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 → Tender Notification → List of Banned Firms).

The Parties who have been suspended or black listed or issued with “Show Cause Notice” by BHEL Trichy-14 or any other BHEL Unit will not be allowed to participate in the Tender and the bidder should declare the same in the Tender. Even during the course of evaluation / finalization of Tender if it is found that some of the parties are black listed / barred from business transactions / under business hold, BHEL will not consider them for further participation in the Tender.

- 66) Similarly, the offers of the bidders who are suspended (under hold/ delist) for business dealings by BHEL shall not be considered. Please note that lifting/ restoration of suspension (Ban/Hold/ De-list) of business dealing is automatic after expiry of specified suspension period. Hence, vendor shall be considered as suspended for business till suspension is lifted by BHEL in writing on specific request of the vendor as per extant guidelines.
- 67) The contractor should extend full co-operation to the other contractors who may be doing other works in the same areas to enable them to execute their portions of work without any delay or difficulty.
- 68) **Contractor has to ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, experience etc. acceptable to concerned department.**
- 69) **Contractors are advised that contract labours must be employed without any discrimination on caste or creed or religion or gender basis.**
- 70) **The contractor shall submit police verification certificate in respect of the persons, engaged for first time by the contractor, for delivering services.**
- 71) **The contractor by submitting the tender undertakes that, they had never been found guilty by a court of law in India for any offence in involving fraud, dishonesty and moral turpitude. If at a later date, if it comes to the notice of BHEL about any such occurrences on the subject bidder, BHEL will have every right to reject the offer of such vendors at any point of time.**
- 72) **The Contractor shall ensure that his workmen movement is restricted to their relevant work areas only & shall vacate the premises after the shift is over.**
- 73) **If a tender provides relaxation for vendors, and if a vendor fails to submit supporting documents, they will be treated at par with other vendors or their bid would be liable for rejection, wherever as the case may be.**
- 74) **In order to avoid unforeseen delay, it is advised that, any correspondence by vendor to BHEL shall be emailed to all the addressees as mentioned in tender. The correspondence through email wherever sought by BHEL shall be replied with all the addressees in ‘cc’ of the mail. Vendor shall furnish valid email id’s in the tender and regularly verify the same.**
- 75) **The tenderer/Bidder or any of his authorized personnel or agents will be granted permission by the**

BHEL to enter upon its premises and lands for the purpose of site visit. However, the bidder shall undertake that he, his personnel, and agents will be responsible against all liability in respect thereof, including death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

- 76) In general, Bidders shall themselves obtain all necessary information. A Bidder shall be deemed to have full knowledge of the Site, whether he inspects it or not and no extra claims due to any misunderstanding or otherwise shall be allowed. The cost of visiting the Site shall be at the Bidders' own expense.
- 77) The Bidder, at his own responsibility and risk & cost, is encouraged to visit, inspect and survey the Site and its surroundings and satisfy himself before submitting his bid as to the form and nature of the Site, the means of access to the Site, the accommodation he may require, etc.
- 78) **BENEFITS TO STARTUPS:** 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 for Promotion of Industry and Internal Trade shall be submitted along with the tender.
- 79) **Preference to Make in India:**
For this procurement, the local content to categorize a supplier as a Class I local supplier/ Class II local Supplier/ Non Local supplier and purchase preference to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by 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.
- 80) The Bidder declares that they 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, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.
- 81) **Conflict of interest.**

"A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- a) they have controlling partner (s) in common; **or***
- b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; **or***
- c) they have the same legal representative/ agent for purposes of this bid; **or***
- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; **or***

- e) *Bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid: **or***
- f) *In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bod from the following:*
1. *The principal manufacturer directly or through one Indian agent on his behalf; and*
 2. *Indian/foreign agent on behalf of only one principal;*
- or**
- g) *A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; **or***
- h) *In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business."*

82)

Section 3B- CRITERIA FOR AWARD OF WORK:

1. Evaluation of the offer shall be done on "Net Cash outflow to BHEL after taking into account applicable Taxes and Duties "and overall (package) L1 basis. The L1 position based on the quoted values (subject to calculations) excluding applicable Goods & Services tax (GST), will not necessarily mean L1 for a vendor, but the net liability to BHEL, after considering the Goods & Services tax (GST) criteria for all the vendors who had participated in the tender. In case of exemption from the payment of Goods & Services tax (GST), the vendor has to submit a declaration along with the tender. For such exempted vendor, Vendor cannot claim GST from BHEL, during the execution of the contract (if awarded) even if their status under GST changes to regular tax payer. The Evaluation currency for this tender shall be INR.
2. If the contractor back outs after opening of tender, the contractor is liable for forfeiture of the EMD paid.
3. BHEL reserves the right to increase or decrease the tendered quantity.

4. BHEL does not guarantee ordering of any minimum quantity.
5. 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.
6. All the Statutory Obligations such as ESI, PF, Labor Acts, Factories Act, Goods & Services tax (GST), etc. will have to be taken care of by the vendor. BHEL will have no liability on them. Notwithstanding the above, if any demand notice is served by the concerned Statutory Authorities for recovery of any of their dues on BHEL, the same would be paid to the statutory authorities without notice to the vendor and recovered as a due from any pending / future bills.
7. In case contract is not executed by vendor after award and acceptance of contract, BHEL may exercise the right to forfeit EMD, Security Deposit / BG of such contractors and also suitable action will be taken by BHEL on those Contractors as deemed fit.
8. BHEL reserves the right to reject the tender, if it contains any tampering to the tender documents submitted by the bidder, at any stage.
9. The labors engaged under this contract cannot be deployed in any other work. Violation of this rule will be viewed seriously.
10. BHEL reserves the right to cancel the tender or reject the lowest or any tender in full or in part without assigning any reasons whatsoever.
11. In order to ensure compliance to Minimum Wage payment to all workmen entering the BHEL premises, the entry of manpower shall be regulated based on the awarded value and the prevailing minimum wages.
12. Other than the bidder, none of its group concerns or affiliates etc. are participating in the tender either directly or indirectly through any other agency under same proprietor / common director(s) / common partner(s). The bidder should declare the same in the Tender. Even during the course of evaluation /finalization of Tender/ at any stage, if it is found that some of the parties are not fulfilling the above clauses, BHEL will not consider them for further participation in the Tender/ reject such tender/contract.
13. The contractor's responsibility under this shall commence from the date of receipt of the contract order. The Contractor will have to plan his work accordingly to complete the work within the scheduled period of completion.

SECTION 4 – PROCEDURES & GUIDELINES

Section 4A - Guidelines for Suspension of Business Dealings with Suppliers/ Contractors

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". BHEL's Guidelines for Suspension of Business Dealings with Suppliers/ Contractors shall apply to this Notice Inviting Tender/ Enquiry. The Bidders shall peruse the same prior to submission of the bid Any action taken or proposed to be taken by BHEL under the said policy shall be without prejudice, and in addition, to other rights and remedies as may be available to BHEL under contract or law."

The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the firms debarred across BHEL, shall be rejected. The list of firms debarred across BHEL is available on BHEL web site www.bhel.com.

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

1.1. Commitment by BHEL:

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

1.2. Commitment by Bidder/ Supplier/ Contractor:

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

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

1.2.3.

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

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in malpractices, 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".

If Tenderer expires after the submission of his Tender or after the acceptance of his Tender the BHEL may, at their discretion, cancels such tender. If a partner of a firm expires after

submission of Tender or after the acceptance of the Tender, BHEL may cancel such Tender at their discretion unless the firm retain its character. The works executed in the own name of the Tenderer only will be considered for eligibility criteria.

Section 4B ARBITRATION & CONCILIATION

Except where otherwise provided for in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions hereinbefore mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the work or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the Executive Director / General Manager of BHEL and if ED is unable or unwilling to act, to the sole arbitration of some other person appointed by the ED / General Manager, willing to act as such arbitrator. The cases referred to arbitration shall be other than those for which the decision of the Manager / Senior Engineer / Engineer-in-charge is expressed in the contract to be final and conclusive.

There will be no objection if the arbitrator so appointed is an employee of B.H.E.L and that he had to deal with the matters to which the contract relates and that in the course of his duties as such he had expressed views on all or any of the matters in dispute or difference.

The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, such Executive Director / General Manager as aforesaid at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

Subject as aforesaid the provision of the Arbitration & Reconciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

It is a term of the contract that the party involving arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.

The arbitrator(s) may from time to time with consent of the parties enlarge the time for making and publishing the award.

The work under the Contract shall, if reasonably possible, continue, during the arbitration proceedings and no payment due or payable, to the Contractor shall be withheld on account of such proceeding.

The Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the Parties fixing the date of first hearings.

The arbitrator shall give a separate award in respect of each dispute or difference referred to him. The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion. The award of the arbitrator shall be final, conclusive and binding on all parties to this contract.

In the event of disputes or differences arising between one public sector enterprise and a Govt. Department or between two public sector enterprises the above stipulations shall not apply the provisions of BPE office memorandum No. BPE/CL 001/ 76MAN / 2 (1.10) 75-BPE (GM-1) dated 1st January 1976 or its amendments for arbitration shall be applicable.

Except as provide 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 the other party refer such dispute or difference to the sole arbitrations of an arbitrator appointed by Head of the BHEL Unit /Region/Division issuing the contract.

The arbitrator shall pass a reasoned award and the award arbitrator shall be final and binding upon the parties. Subject as aforesaid, the provisions of arbitration and conciliation Act 1996 (India) or statutory modification or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under the clause .The seat of arbitration shall be Tiruchirapalli , Tamil Nadu

The cost of arbitration shall be borne as per the award of the Arbitrator.

Subject to the arbitration in terms of clause, the Courts at Tiruchirapalli, Tamil Nadu Shall have Exclusive jurisdiction over any matter arising out of or in connection with this Contract.

Notwithstanding the existence or any dispute or differences and / or reference for the arbitration, the Contractors shall proceed with and continue without hindrance the performance of its obligation under this Contract with due diligence and expedition in a professional manner expect where the contract has been terminated by either party in terms of this Contract.

In case of contract with public sector enterprise (PSE) or a Government department, the following shall be applicable:

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred by either party for arbitration to the sole arbitrator in the Department of public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of public Enterprises. The arbitration and conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the parties to the dispute ,provided, however, any party aggrieved by such award may make further reference for setting aside or revision of the award to the law secretary, department of legal affairs ,ministry of law and justice, Government of India. Upon such reference the dispute shall be decided by the law secretary or the special secretary or Additional secretary when so authorized by the law secretary, whose decision shall bind the parties hereto finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the arbitrator.

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.
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.
23. 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.
 - e. On rejection of the Draft Settlement Agreement by the Competent Authority of BHEL or the other Party.
24. 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 5 crores. Rs 50,000/- (Sole Conciliator)

SI No	Particulars	Amount
		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 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.

Sl. No	Particulars	Amount
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.

25. 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.
26. 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.

27. 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.
28. 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.
29. 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.
30. 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.
31. 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.
32. 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.
33. 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.
34. 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.
35. The official language of Conciliation proceedings under this Scheme shall be English unless the Parties agree to some other language.

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

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

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):

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

6. 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.

The contractor should engage Technical persons and Workmen for works and the contractor shall carry out the Health Performance check at his cost for the workman engaged in the work through a registered medical practitioner and produce the certificate on demand.

The contractor should engage Technical persons and Workmen for works and the contractor shall carry out the Health Performance check at his cost for the workman engaged in the work through a registered medical practitioner and produce the certificate on demand.

SECTION – 5 SPECIAL CONDITIONS OF CONTRACT

1. The contractor should submit in advance every fortnight a detailed programme of work to be undertaken from time to time strictly in conformities with the “Time and Progress Chart” covering the entire constructed work and reschedule them wherever necessary during the progress of the work so as to achieve the target set. Periodical progress reports of every fortnight should also be furnished by the Contractor regarding the collection of materials issued and to be issued from BHEL Stores and other relevant information as asked for by the Engineer-in-charge and other BHEL Officers-in-charge of the work.
2. The contractor should extend full co-operation to the other contractors who may be doing other works in the same areas to enable them to execute their portions of work without any delay or difficulty
3. During the original contract period or its extensions if any, BHEL reserves the rights to terminate the contract or withdraw portion of work and get it done through other agency, after due notice of a period of 14 days (this period can be reduced in case of urgency or increased otherwise) by BHEL in any of the following cases
 - a) *Contractor’s poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor including unexecuted portion of work does not appear to be executable within balance available period (#) considering contractor’s performance of execution.*
 - b) *Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.*
 - c) *Non completion of work by the Contractor within scheduled completion period as per Contract or as extended from time to time, for the reasons attributable to the contractor.*
 - d) *Termination of Contract on account of any other reason (s) attributable to Contractor.*
 - e) *Assignment, transfer, subletting of Contract without BHEL’s written permission resulting in termination of Contract or part thereof by BHEL.*
 - f) *Non-compliance to any contractual condition or any other default attributable to Contractor.*
 - g) *Non Commencement of Work within the period as mentioned in the contract.*

In-case inputs from BHEL/Customer are likely to be delayed or are actually delayed, this delay may also be taken into account while considering balance period available for execution of Contract.

4. Breach of contract (or) Cancellation /Termination of contract

*In case of breach of contract (or) cancelation/termination of contract, wherever the value of security instruments like performance bank guarantee/Security deposit available with BHEL against the said contract is 10% of the contract value or more, such security instruments to the extent of 10% contract value will be encashed. In case **no security instruments are available or the value of the security instruments available is less than 10% of the contract value, the 10% of the contract value or the balance amount, as the case may be,** will be recovered in all or any of the following manners:*

a. from dues available in the form of Bills payable to defaulted supplier against the same contract.

b. from the dues payable to defaulted supplier against other contracts in the same Region/Unit /any other region/unit

c. In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier.

Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., will be applied as per provisions of the contract."

5. Compensation for Delay:

If the contractor fails to maintain the required progress in terms of condition 7 or to complete the work and clear the site on or before the contracted or extended period of completion, he shall, without prejudice to any other right or remedy of the B.H.E.L on account of such breach, pay as agreed compensation an amount calculated as stipulated below or such smaller amount as may be fixed by the BHEL on the contract value of the work for every week that the progress remains below that specified in condition 7 or that the work remains incomplete.

This will also apply to items or group of items for which separate period of completion has been specified.

For this purpose the term 'Contract Value' shall be the value at contract rates of the work as ordered.

- | | | |
|----|---|------------------------|
| a. | Completion period (as originally-stipulated) -- | at 1 percent per week. |
| | Not exceeding 6 months. | |
| b. | Completion period (as originally-stipulated) -- | at ½ percent per week |
| | Exceeding 6 months and not exceeding 2 years. | |
| c. | Completion period (as originally-stipulated) -- | at¼ percent per week |
| | Exceeding 2 years. | |

Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed the under noted percentage of the contract value or of the contract value of the item or group of items of work for which a separate period of completion is given:

- | | | |
|----|---|-------------|
| a. | Completion period (as originally-stipulated) -- | 10 percent. |
| | Not exceeding 6 months. | |
| b. | Completion period (as originally-stipulated) -- | 7½ percent. |
| | Exceeding 6 months and not exceeding 2 years. | |
| c. | Completion period (as original-stipulated) -- | 5 percent. |
| | Exceeding 2 years | |

The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the B.H.E.L.

6. Security Deposit:

6.1 The Security Deposit shall be collected from the successful tenderer. The total amount of security deposit will be 5 % of the contract value. At least 50% of the required Security Deposit has to be furnished by the contractor before commencement of the work.

6.2 Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (Repo rate + 4%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the

amount of performance security due shall be recovered as per terms defined in NIT / contract, from the bills along with due interest.

6.3 Security Deposit may be furnished in any one of the following forms:

- i. Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL*
- ii. Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL*
- iii. Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)*
- iv. Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)
(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)*
- vi. Insurance Surety Bonds*

6.4 Security Deposit can also be recovered at the rate of 10% of the gross amount progressively from each of the running bills till the total amount of the required Security Deposit is collected. However in such cases at least 50% of the Security deposit should be collected before start of the work and the balance 50% may be recovered from the running bills.

6.5 Time period for payment of 50% of Security Deposit shall be intimated vide email after completion of RA.

6.6 Any delay Beyond the given time period shall attract penalty

6.7 The Security Deposit shall not carry any interest

6.8 All compensation or other sums of money payable by the Contractor to BHEL, under the terms of this Contract or under any other contract with BHEL, may be deducted from the Security Deposit or realized by the sale of the Securities or from the interest arising there from or from any sums which may be due or may become due to the Contractor payable by BHEL, on any account whatsoever against this Contract or any other Contract with BHEL, and in the event of his Security Deposit being reduced by reason of such deductions or sale as aforesaid, the Contractor shall, within seven days thereafter, make good in cash or in securities endorsed as aforesaid, any sum or sums by which the Security Deposit has been so reduced.

6.9 100% of the Security Deposit / may be refunded on completion of the work after payment of the final bill provided the contractor shall have rendered a "No-Demand" Certificate.

PART - B _ PRICE BID

BILL OF QUANTITIES

(No rate shall be written here. Quote based on this BOQ should be given online in xl-format, only in eProcurement portal)

Name of work: Providing Architectural / Engineering consultancy services for the Interior Architecture for the Front office of the administrative building in BHEL Trichy Factory Complex

SI No	Qty	Item Description	Unit	Rate (Rs)	Amount(Rs)
1	1	Providing architectural / Engineering consultancy services for the Interior Architecture of the Front office of the Administrative building (Building No 24) as detailed below. Site evaluation and assessment, Interior design, space planning / development & volumetric study, Architectural additions and alterations, Design of fixed items of work, loose furniture & interior related civil works, Illumination design, Graphic design and signage, Indoor plantscape, selection of materials, equipment and other interior related elements, Integration of all Engineering services, periodic inspection and evaluation of works at site, Architectural Conservation etc., complete. Care shall be given for the requirement of Physically challenged persons Total area to be modernised:1700 sqm The scope includes taking instructions from the department, preparation and submission of schemes on Interior Architecture of the building for BHEL's approval including preparation of detailed bill of quantities for individual items with rates for BHEL's approval including detailed technical specification for the items involved in the work. Deliverables from the Architect shall be as follows 1. 2 Alternative interior design / scheme along with 3D walk through shall be submitted in soft copy and 2-D snapshot of all views in soft & hard copy (2 Sets) along with abstract estimate. 2. Upon approval by BHEL, detailed good for construction drawings (3 sets), detailed technical specifications, detailed Bill of Quantities with rates shall be submitted for preparation of Tender Document 3. Architect shall visit the site once in every 15 days during Execution in order to ensure the quality of works. (Period of execution -4 months)	Lumsum	12,00,000.00	12,00,000.00
		Total Amount			12,00,000.00
		GST is Extra as Applicable			

Note:

1. Mentioned rates excludes GST %.
2. SCHEDULE OF PAYMENT & DELIVERY

The Architect shall be paid professional fee in the following stages consistent with the work done: No advance payment is entertained on appointment / Signing of Agreement/ Acceptance of offer.

Stage	Description	Delivery schedule	Payment schedule
Stage 1	On submission of 2 Alternative interior design / scheme along with 3D walk through in soft copy and 2-D snapshot of all views in soft & hard copy (2 Sets) along with abstract estimate for approval from the Department	15 days from the date of LOI/Work order	20% of the total fees payable
Stage 2	On submission of detailed technical specifications, Bill of Quantities with rates and general arrangement drawings for proceeding with the tender (3 sets)	15 days from the date of approved design from the competent authority	20% of the total fees payable
Stage 3	On submission of construction drawings (3 sets)	Within 21 days of completion of stage 2	20% of the total fees payable
Stage 4	On site visit for first month of execution period (i.e. after first 2 visits)	4 months from the date of commencement of the execution	10% of the total fees payable
Stage 5	On site visit for second month of execution period ((i.e. after next 2 visits)		10% of the total fees payable
Stage 6	On site visit for third month of execution period(i.e. after next 2 visits)		10% of the total fees payable
Stage 7	On site visit for fourth month of execution period(i.e. after last 2 visits)		10% of the total fees payable

CONTRACTOR SEAL & SIGN

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ACCEPTING OFFICER