

## **HSE/SAFETY ENGINEERING DEPARTMENT**

<b>NOTICE INVITING e-TENDER</b>	
Tender Notice No	<b>S192500002, Dated: 16.12.2025</b>
Nature of work	<b>Safety audit at our factory premises and submission of 3 hard copies and 1 soft copy of the report.</b>
Type of tender	<b>Open Tender (Two-part bid)</b>
Period of contract	<b>THREE MONTHS</b>
Earnest Money Deposit (EMD) Amount	<b>NIL</b>
Tender download start date	<b>17.12.2025</b>
Last date & Time for Receipt of the Tender	<b>27.12.2025 at 11:00 Hrs.</b>
Date of Technical bid Opening	<b>27.12.2025 at 16:30 Hrs. onwards</b>
<b><i>(Please obtain updated information from the e-Procurement portal about the latest applicable dates &amp; other changes if any in the tender contents)</i></b>	
Date of Price Bid Opening	Bidders whose technical bids are found acceptable will be intimated about the status of their offers and the date of opening of Price Bid through E-procurement portal
Submission of Tender	Online submission thro' BHEL eProcurement Portal website: <a href="https://eprocurebhel.co.in/nicgep/app">https://eprocurebhel.co.in/nicgep/app</a>
Tender Opening	Online through e-Procurement Portal
<b>Note:</b> <ol style="list-style-type: none"><li>1. The Tender documents can be downloaded at <b>free of cost</b> from BHEL eProcurement Portal website: <a href="https://eprocurebhel.co.in/nicgep/app">https://eprocurebhel.co.in/nicgep/app</a> and also BHEL website (<a href="https://www.bhel.com/">https://www.bhel.com/</a> tenders).</li><li>2. <b>Bidders have to submit their offers through BHEL e-Procurement Portal website: <a href="https://eprocurebhel.co.in/nicgep/app">https://eprocurebhel.co.in/nicgep/app</a> only.</b></li><li>3. All corrigenda, addenda, amendments, clarifications etc. to tender specification will be hosted in the web pages (<a href="https://eprocurebhel.co.in/nicgep/app">https://eprocurebhel.co.in/nicgep/app</a>) only.</li><li>4. <b>BHEL will finalize the contract through e-Price bid.</b></li><li>5. <b>The contract shall be awarded based on the overall lowest evaluated value and will be awarded to a single bidder.</b></li><li>6. BHEL, Ranipet reserves the right to reject any offer on the basis of unsatisfactory performance of the bidder in any ongoing job or any similar job in the past.</li></ol>	

**Note: Tenderer should sign and affix seal in all the pages of this tender and all supporting document.**



**Yours faithfully,  
for and on behalf of BHEL.,  
Sr.Manager /HSE**



**Bharat Heavy Electricals Limited**  
(A Government of India Undertaking)  
Boiler Auxiliaries Plant  
Ranipet-632406

**BHEL Tender Ref. No.: S192500002**

**GENERAL INSTRUCTION TO TENDERERS**

**1.1 DESPATCH INSTRUCTION**

- i) The General Conditions of Contract form part of the Tender specifications. Bidders shall upload sealed and signed bid documents along with other supporting documents in the GePNIC portal. The information furnished shall be complete by itself. The tenderer is required to furnish all the details and other documents as required in the following pages.
- ii) Tenderers are advised to study all the tender documents carefully. Any submission of tender by the tenderer shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implications thereof. Should the tenderers have any doubt about the meaning of any portion of the Tender Specification or find discrepancies or omissions in the drawings or the tender documents issued are incomplete or shall require clarification on any of the technical aspect, the scope of work etc., he shall at once, contact the authority inviting the tender well in time (so as not to affect last date of submission) for clarification before the submission of the tender. Tenderer's request for clarifications shall be with reference to Sections and Clause numbers given in the tender documents. The specifications and terms and conditions shall be deemed to have been accepted by the tenderer in his offer. Non-compliance with any of the requirements and instructions of the tender enquiry may result in the rejection of the tender. The tenderers can visit BHEL Ranipet on working days during office working hours for any clarifications before submitting their offer.

**1.2 SUBMISSION OF TENDERS**

- 1.2.1 The tenderers must submit their tenders to Officer inviting tender as per instructions in the NIT.
- 1.2.2 Tenders shall be submitted through E-Procurement portal GePNIC as per instruction in NIT. Tenderers to upload offers well in advance in order to avoid last minute congestion in e-procurement website GePNIC .
- 1.2.3 Tenders shall be opened by Officer of BHEL at the time and date as specified in the NIT. For this tender, bidders may attend through online mode, if provisions are available in e-procurement portal.
- 1.2.4 Tenderers whose bids are found techno commercially qualified shall be notified through e-procurement system about the date and time of opening of the Price Bids. BHEL's decision in this regard shall be final and binding.
- 1.2.5 The information given in the tender documents is for general guidance and shall not be construed as contractually binding on BHEL/ Owner. All relevant site data/ information as may be necessary for bidding shall have to be obtained/ collected by the Tenderer.
- 1.2.6 The Tenderers are advised to physically visit the site to acquaint and satisfy themselves about the weather conditions, working culture in the area, socio-political environment, safety & security aspects, law & order situation, law of the land, transportation routes, various distances, surroundings of plant/ project premises together with all statutory, obligatory, mandatory requirements of various authorities and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the discharge of various obligations under the Contract during contract period including extended period (if any).
- 1.2.7 The submission of bid will tantamount to due diligence having been done and it shall be deemed that:
  - a) the Tenderer has obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect the Works
  - b) the Tenderer accepts total responsibility for having foreseen all difficulties and costs of successfully completing the Works
  - c) the Tenderer accepts that, the Contract Price shall not be adjusted to take account of any unforeseeable or unforeseen difficulties or costs and the Tenderer shall not raise any claims/ disputes against BHEL and/ or Owner at later date in any manner whatsoever.

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(signature & seal of bidder)



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**1.3 LANGUAGE**

- 1.3.1 The tenderer shall quote the rates in English language and international numerals. Tenderers are requested to refer the clauses of "Price Bid" for more details. For the purpose of the tenders, the metric system of units shall be used.
- 1.3.2 All entries in the tender shall either be typed or written legibly in ink. Erasing and over-writing is not permitted and may render such tenders liable for rejection. All cancellations and insertions shall be duly attested by the tenderer.

**1.4 QUALIFICATION OF TENDERERS**

- i) Only tenderers who have previous experience in the work of the nature and description detailed in the Notice Inviting Tender and/or tender specification are expected to quote for this work duly detailing their experience along with offer.
- ii) Offers from tenderers who do not have proven and established experience in the field shall not be considered.
- iii) The offers of the bidders who are on the debarred list shall be rejected. Further, offer of the bidders, who engage the services of the debarred firms or associated with the debarred firm, for present bid, shall also be rejected. The list of debarred firms is available on BHEL web site [www.bhel.com](http://www.bhel.com).
- iv) Offers from tenderers who do not comply with the latest guidelines of Ministry/Commissions of Govt. of India shall not be considered.

**1.5 EVALUATION OF BIDS**

- i) Technical Bids submitted by the tenderer will be opened first and evaluated for fulfilling the Pre- Qualification criteria and other conditions in NIT/Tender documents, based on documentary evidences submitted along with the offer.
- ii) In case the same qualifying experience is claimed by more than one agency, then:
  - a. The agency who has executed the work as per documentary evidence submitted shall only be qualified. Scope of qualifying work should be totally with the agency who has executed and in case it is only labour and consumables without T&P, then the credentials of execution is assigned to the first agency and not to the agency who has executed only as labour supply contractor. Further, BHEL reserves the right to ask for any other proof for the said job.
  - b. However, if the same is on account of subletting, part of scope by one agency to another agency in a project of BHEL, experience of both the agencies may be considered for the sublet portion of the work provided subletting has been done with the approval of BHEL.
- iii) In case the qualifying experience is claimed by bidder is based on 'Work Order' and 'Experience Certificates' from any organization other than BHEL (main agency), then it shall be the responsibility of the bidder to submit (in addition to the experience certificate from main agency) relevant certificate regarding qualifying experience from the end Customer or the Turnkey-Contractor (if any) who has awarded the work to main agency, as a proof for having executed subject qualifying work. BHEL reserves the right to ask for any other proof for the said job.
- iv) Assessing Bidder's Capacity for executing the current tender shall be as per Notice Inviting Tender.
- v) Price Bids of shortlisted bidders shall only be opened through the electronic price bid opening with/without Reverse Auction, at the discretion of BHEL. Unless specified otherwise in the tender, the L1 bidder amongst all the shortlisted bidders shall be considered for award.

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However, the L1 bidder shall have no claim on the award & BHEL reserves the right to award the tender at its sole discretion.

- vi) Price Bids of unqualified bidders shall not be opened. Reasons for rejection shall be intimated in due course either through system generated e-mail or through letter/e-mail after award to successful bidder.

**1.6 DATA TO BE ENCLOSED**

Full information shall be given by the tenderer in respect of the following. Non-submission of this information may lead to rejection of the offer.

- i) **INCOME TAX PERMANENT ACCOUNT NUMBER**  
Certified copies of Permanent Account Numbers as allotted by Income Tax Department for the Company/Firm/Individual Partners etc. shall be furnished along with tender.
- ii) **ORGANIZATION CHART**  
The organization chart of the tenderer's organization, including the names, addresses and contact information of the Directors/Partners shall be furnished along with the offer.
- iii) **An attested copy of the Power of Attorney, in case the tender is signed by an individual other than the sole proprietor.**
- iv) **IN CASE OF INDIVIDUAL TENDERER:**  
His / her full name, address, PAN and place & nature of business
- v) **IN CASE OF PARTNERSHIP FIRM:**  
The names of all the partners and their addresses, copy of the partnership deed/instrument of partnership duly certified by the Notary Public shall be enclosed.
- vi) **IN CASE OF COMPANIES:**
  - a) Date and place of registration including date of commencement certificate in case of Public Companies (certified copies of Memorandum and articles of Association are also to be furnished).
  - b) Nature of business carried on by the Company and the provisions of the Memorandum relating thereof.

**1.7 AUTHORIZATION AND ATTESTATION**

Tenders shall be signed by a person duly authorized/empowered to do so, for which a Power of Attorney is to be submitted along with the tender offer. For company, a Power of Attorney (as per format in Annexure 15) shall be submitted.

**1.8 EARNEST MONEY DEPOSIT: NIL**

**1.9 SECURITY DEPOSIT -NIL**

~~1.9.1 Upon acceptance of Tender, the successful bidder shall be required to deposit the 5% of the contract value as Security Deposit towards fulfilment of any obligations in terms of the provisions of the contract.~~

~~1.9.2 The Security Deposit shall be furnished before start of the work by the contractor.~~

~~1.9.3 The required Security Deposit may be accepted in the following forms.~~

- ~~i) Cash (as permissible under the extant Income Tax Act).~~
- ~~ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.~~
- ~~iii) 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).~~

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- ~~iv) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format for Security Deposit shall be in the prescribed formats.~~
- ~~v) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL). Specific lien in favour of BHEL on the FDR shall be marked and letter from the Bank having created such lien in the format shall be submitted along with FDR.~~
- ~~vi) Insurance Surety Bonds.~~

**Note:**

- ~~i) 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.~~
- ~~ii) In case of delay in submission of Security Deposit, enhanced security deposit which would include interest (Repo rate + 4%) for the delayed period, shall be submitted by the bidder before submission of first bill.~~

~~1.9.4 The Security Deposit shall not carry any interest.~~

~~1.9.5 In case the value of work exceeds the awarded / accepted value, the Security Deposit shall be correspondingly enhanced as given below:~~

- ~~i) The enhanced part of the Security Deposit shall be immediately deposited by the Contractor or adjusted against payments due to the Contractor.~~
- ~~ii) Contract value for the purpose of operating the increased value of Security Deposit due to Quantity Variation, shall be exclusive of Price Variation Clause, Over Run Compensation and Extra works done on man-day rates.~~
- ~~iii) The recoveries made from running bills can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of competent authority of BHEL.~~

~~1.9.6 The validity of Bank Guarantees towards Security Deposit shall be valid till actual completion of work + Guarantee Period + 3 months.~~

~~1.9.7 BHEL reserves the right of forfeiture of Security Deposit in addition to other claims, damages and remedies in the event of the Contractor's failure to fulfil any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off the Security Deposit against any claims of other contracts with BHEL by giving prior notice to the contractor.~~

**1.10 RETURN OF SECURITY DEPOSIT:**

Security Deposit shall be released to the contractor upon fulfilment of contractual obligations as per terms of the contract including completion of Guarantee Period after deducting all expenses / other amounts due to BHEL under the contract.

**1.11 BANK GUARANTEES**

Where ever Bank Guarantees are to be furnished/submitted by the contractor, the following shall be complied with

- ~~i) Bank Guarantees shall be from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. Bank Guarantees issued by Co-Operative Banks/ Financial Institutions shall not be accepted.~~
- ~~ii) The Bank Guarantees shall be as per prescribed formats.~~
- ~~iii) It is the responsibility of the bidder to get the Bank Guarantees revalidated/extended for the required period as per the advice of BHEL concern officials. BHEL shall not be liable for issue of any reminders regarding expiry of the Bank Guarantees.~~

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- ~~iv) In case extension/further extensions of any Bank Guarantees are not required, the bidders shall ensure that the same is explicitly endorsed by the concern officials and submitted to the agency issuing the LOI/LOA.~~
- ~~v) In case the Bank Guarantees are not extended before the expiry date, BHEL reserves the right to invoke the same by informing the concerned Bank in writing, without any advance notice/communication to the concerned bidder.~~
- ~~vi) Bidders to note that any corrections to Bank Guarantees shall be done by the issuing Bank, only through an amendment in an appropriate non-judicial stamp paper.~~
- ~~vii) The Original Bank Guarantee shall be submitted to Contracting Department, Works Contract Management of BHEL Ranipet unless specified otherwise in TCC.~~

**1.12 VALIDITY OF OFFER**

The rates in the Tender shall be kept open for acceptance for a minimum period of Three Months from latest due date of offer submission (including extension, if any). In case BHEL (Bharat Heavy Electricals Ltd) calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the tenderers.

**1.13 EXECUTION OF CONTRACT AGREEMENT**

The successful tenderer's responsibility under this contract commences from the date of issue of the Letter of Award by Bharat Heavy Electricals Limited.

The successful tenderer shall be required to execute an agreement in the prescribed form, with BHEL, within a reasonable time after the acceptance of the Letter of Award, and in any case before releasing the first running bill. The contract agreement shall be signed by a person duly authorized/empowered by the tenderer. The expenses for preparation of agreement document shall be borne by Vendor.

Value of Non-judicial Stamp Paper for Bank Guarantees and for Contract Agreement shall be not less than Rs 100/- unless otherwise required under relevant statutes.

**1.14 REJECTION OF TENDER AND OTHER CONDITIONS**

1.14.1 The acceptance of tender will rest with BHEL which does not bind itself to accept the lowest tender nor any tender and reserves to itself full rights for the following without assigning any reasons whatsoever: -

- a) To reject any or all of the tenders.
- b) To split up the work amongst two or more tenderers as per NIT.
- c) To award the work in part if specified in NIT.
- d) In case of either of the contingencies stated in (b) and (c) above, the time for completion as stipulated in the tender shall be applicable

1.14.2 Conditional tenders, tender containing absurd rates and amounts, unsolicited tenders, tenders which are incomplete or not in the form specified or defective or have been materially altered or not in accordance with the tender conditions, specifications etc. are liable to be rejected.

1.14.3 Tenders are liable to be rejected in case of unsatisfactory performance of the tenderer with BHEL or tenderer under suspension (debarred) by any unit / region / division of BHEL or tenderers who do not comply with the latest guidelines of Ministry/Commissions of Govt of India. BHEL reserves the right to not consider a bidder for further processing of tender in case it is observed that they are overloaded and may not be in a position to execute this job as per the required schedule. The decision of BHEL will be final in this regard.

1.14.4 If a tenderer who is a proprietor expires after the submission of his tender or after the acceptance of his tender, BHEL may at their discretion, cancel such tender. If a partner of a firm expires after the submission of tender or after the acceptance of the tender, BHEL may then cancel such tender at their discretion, unless the firm retains its character. In case BHEL resolves to cancel the tender under this

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clause, BHEL will issue a notice in this regard containing reasons as to the cancellation of tender. The contractor shall be required to furnish his response to such notice within a period of 14 days from the date of receipt of such notice through any means (BHEL reserves the right to decrease the period upto 05 days). BHEL after due consideration of the representation made by contractor shall communicate its final decision within a reasonable period.

In case contractor fails to submit any response to the notice issued by BHEL within the period stipulated in the notice, BHEL at its discretion may proceed to cancel the contract.

Contractor shall not be eligible for any compensation whatsoever for the cancellation of contract under this clause.

- 1.14.5 BHEL will not be bound by any Power of Attorney granted by changes in the composition of the firm made subsequent to the execution of the contract. BHEL may, however, recognize such power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.
- 1.14.6 If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract if awarded and forfeit the Earnest Money/Security Deposit/any other money due.
- 1.14.7 If at any stage, the document(s) submitted by contractor is/are found incorrect/ false/ manipulated, the necessary action will be taken by BHEL against contractor as per the "Guidelines for suspension of Business dealings".
- 1.14.8 Canvassing in any form in connection with the tenders submitted by the Tenderer shall make his offer liable to rejection.
- 1.14.9 In case the Proprietor, Partner or Director of the Company/Firm submitting the Tender, has any relative or relation employed in BHEL, the authority inviting the Tender shall be informed of the fact as per specified format, along with the Offer. Failing to do so, BHEL may, at its sole discretion, reject the tender or cancel the contract and forfeit the Earnest Money/Security Deposit.
- 1.14.10 The successful tenderer (Contractor) shall not sub-contract any portion of work (either part or complete work) detailed in the tender specification undertaken by him without written permission of BHEL's Construction Manager/Site in charge. BHEL, at its discretion, may consider the written request from the Contractor and permit subletting of part scope. However, the Contractor is solely responsible to BHEL for the work awarded to him.
- 1.14.11 The Tender submitted by a techno commercially qualified tenderer shall become the property of BHEL who shall be under no obligation to return the same to the bidder.
- 1.14.12 Unsolicited discount received after the due date and time of Bid Submission shall not be considered for evaluation. However, if the party who has submitted the unsolicited discount/rebate becomes the L-1 party, then the awarded price i.e. contract value shall be worked out after considering the discount so offered.
- 1.14.13 BHEL shall not be liable for any expenses incurred by the bidder in the preparation of the tender irrespective of whether the tender is accepted or not.

**1.15 INTIMATION OF CHANGE OF NAME/ RE-CONSTITUTION OF THE ORGANIZATION**

In the event of the organization (Proprietorship/Partnership/Company) undergoing any change of name or reconstitution, prior intimation of the same shall be given to BHEL. Upon such changes coming into effect, the same is to be intimated to BHEL immediately with supporting documents as applicable.

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- 1.16 The bidder in his own interest shall submit only one bid. If a bidder submits multiple bids, all the bids are liable for rejection. Bids shall be considered "Multiple" in the following circumstances:

- i) Two bids by the same party
- ii) If one bidder is the affiliate of another bidder.

For the purpose of this clause "Affiliate" shall mean with respect to any person, any other person that directly or indirectly, controls, is controlled by, or is under direct or indirect common control with, such person, or is a director/ member/ office/ employee of such person or of any person who would otherwise qualify as an affiliate of such person pursuant to this definition.

"Person" for the purposes of this definition shall mean any natural person, individual, corporation, limited partnership, co-operative, general partnership, joint stock company, joint venture, association, company, trust bank, trust company, land trust, business trust, corporate body or other organization, whether or not a legal entity.

- 1.17 **CLAUSE IN CASE OF TIE** GePNIC: "In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by drawing of lots or Toss."

- 1.18 The evaluation currency for this tender shall be INR

- 1.19 **SPLITTING THE WORK**

The price bid shall be evaluated as a package. The contract will be finalized based on the overall LOWEST value with ITC based evaluation and will be awarded to single bidder only.

- 1.20 Taxpayers with ₹ 5 crore plus turnover in any financial year from 2017-18 shall issue e-invoices w.e.f 1st August 2023.

- 1.21 BHEL may negotiate the L1 rate, if not meeting our budget / estimated cost. BHEL may re-float the tender opened, if L1 price is not acceptable to BHEL even after negotiation. In case, the tenderer's authorized person is attending the negotiation such person should have the authorization letter and he should be capable of taking spot decisions.

- 1.22 Tenderers shall not increase their quoted rates in case BHEL negotiate for reduction of rates, such negotiations shall not amount to cancellation or withdrawn 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

- 1.23 Possession of PF registration number is not mandatory. However, the successful tenderer has to register with PF authorities and furnish the registration number before first Running Account Bill. (For Contracts where manpower is involved).

- 1.24 Tenderer has to put sign and seal at the bottom right side in all the pages of tender documents.

- 1.25 The tender documents must be signed physically / digitally by Director / Partner 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.

- 1.26 **COST EVALUATION**

Evaluation will be on the basis of delivered cost (i.e. "total cost to BHEL").

- 1.27 **QUOTING**

Bidders has to quote total lumpsum amount inclusive of GST and applicable GST percentage (%) in GePNIC portal price bid format. The tenderer should quote the total lumpsum price for the entire contract scope. ~~Percentage allocation against each rate schedule will be provided in NIT for quoting purpose. Individual schedule rates so derived based on the total lumpsum price shall be deemed to be the contract rate for all purpose.~~

- 1.28 Micro and Small Enterprises (MSEs) or Start-ups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT) are exempted from payment of EMD. MSE bidders have to submit valid

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UDYAM registration certificate and Start-Up bidders have to submit Certificate from Department for Promotion of Industry & Internal Trade.

**1.29 MSE CLAUSE: -**

Any Bidder falling under MSE category shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer.

Type Under MSE	SC/ST Owned	Women Owned	Others (excluding SC/ST & Women Owned)
Micro			
Small			

MSE suppliers can avail the intended benefits in respect of the procurements related to the Goods and Services only (Definition of Goods and Services as enumerated by Govt. of India vide Office Memorandum F. No. 21(8)/2011-MA dtd. 09/11/2016 office of AS & DC, MSME) only if they submit along with the offer, attested copies of either Udyam Registration. Date to be reckoned for determining the deemed validity will be the last date of Technical Bid submission. Non-submission of supporting document in GePNIC portal will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if the above required documents are not uploaded at the time of bid submission. Documents submitted by the bidder shall be verified by BHEL for rendering the applicable benefits. However, for the scope of this Tender, MSE bidders are not exempted from PQR.

**1.30 Reverse auction: Not Applicable for this (Safety Audit) tender**

1.31 Tender can be cancelled at any stage due to unavoidable circumstances.

1.32 The tender schedule, and the tender shall be deemed to form an integral part of the contract to be entered into for this work.

1.33 BHEL employees and their dependents are NOT eligible to submit their offer against this contract. Even if they submit out of ignorance, the offer shall be disqualified.

1.34 The rate quoted shall be firm throughout the period of contract and extended contract period also. No cost escalation is allowed on any account.

1.35 The general and special conditions of contract are complementary to each other and where there is a conflict, the special conditions shall prevail. In regard to matters not covered by the General or Special Conditions of Contract, those contained in the specifications approved by BHEL shall apply.

1.36 **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

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- 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 authorise only one agent/dealer. There can be only one bid from the followings:

- (i) The principle manufacturer directly or through one Indian agent on his behalf; and
- (ii) Indian/ foreign agent on behalf 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.
- 1.37 No interest shall be payable on the Earnest Money Deposit/ Security Deposit or any other money due to the contractor.
- 1.38 **Bank Details for electronic fund transfer for EMD/SD**  
For Electronic Fund Transfer the details are as below:  
a) Name of the Beneficiary: Bharat Heavy Electricals Limited  
b) Bank Particulars:  
Name of the Company - BHARAT HEAVY ELECTRICALS LTD.  
Address of the company – Boiler Auxiliaries Plant, Ranipet - 632406  
Name of the bank – State Bank of India  
Bank branch – BHEL Project Branch, Mukundarayapuram  
City - Ranipet  
Branch code - 07013  
Account Number – 10664849171  
Account type - CC  
IFSC code - SBIN0007013  
MICR code – 632002003
- 1.39 Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection. In the event of any Technical or Commercial queries, the same may please be addressed to the following BHEL concerned before Part I opening-

Contact details for queries related to scope of work & working area details.

User department

**R. Kannan**

**Sr. Engineer/ Safety ENGG**

[rkannan@bhel.in](mailto:rkannan@bhel.in)

+91 7708579509

04172 284979

**Shri P.Jegathiesh**

**SM/ Safety ENGG**

[jegathiesh@bhel.in](mailto:jegathiesh@bhel.in)

+91 9442942840

04172 284940

We hereby accepted above  
(signature & seal of bidder)



**Bharat Heavy Electricals Limited**  
(A Government of India Undertaking)  
**Boiler Auxiliaries Plant**  
**Ranipet-632406**

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**1.40 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. Buyer Added Bid Specific ATC
- c. GePNIC Bid Technical Conditions of Contract (TCC)
- d GePNIC GTC

**1.41 SUSPENSION OF BUSINESS DEALINGS**

BHEL reserves the right to take action against Contractors who either fail to perform or Tenderers/Contractor who indulge in malpractices, by suspending business dealings with them in line with BHEL guidelines issued from time to time.

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

If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award / execution / post-execution stage indulges in any act, including but not limited to, mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or tampers the tendering process or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 (Bhartiya Nyaya Samhita 2023) or any other law in force in India, or does anything which is actionable under the Guidelines for Suspension of Business dealings, 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. Guidelines for suspension of business dealings is available in the webpage: [http://www.bhel.com/vender\\_registration/vender.php](http://www.bhel.com/vender_registration/vender.php)

- 1.42 CARTEL FORMATION:** 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

- 1.43 FRAUD PREVENTION POLICY:** Bidder/ Contractor's along with its associate /collaborators /sub-contractors /sub-vendors / consultants / service providers/ consultants associated with the scope of work shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

- 1.44** If a ring formation is suspected, BHEL may reject all offers or retender or call new sources who have not been contacted or responded against this tender.

- 1.45** In case of any conflict between the General Conditions of Contract and Special Conditions of Contract, provisions contained in the Special Conditions of Contract shall prevail.

- 1.46** Unless otherwise specified in NIT, offers from consortium/ JVs shall not be considered.

- 1.47** In the event of our customer order covering this tender being cancelled /placed on hold /otherwise modified, BHEL would be constrained to accordingly cancel / hold / modify the tender at any stage of execution.

- 1.48** Any change in applicable rates of Tax or any other statutory levies (Direct / Indirect) or any new introduction of any levy by means of statute and its corresponding liability for the deliveries beyond the

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(signature & seal of bidder)



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agreed delivery date for reasons not attributable to BHEL will be to vendors account. BHEL will not reimburse the same and any subsequent claim in this respect will be summarily rejected.

- 1.49 Recovery / deduction as applicable as per Direct and Indirect taxes as notified by Govt. Of India from time to time will be made and information/certificate for such deduction/recoveries shall be provided by BHEL to the vendor.
- 1.50 "BHEL shall have the right to recover any money due from the contractor from any money due to the contractor under this contract or any other contract or from the security deposit".
- 1.51 All the information as called for in the various clauses and annexure of tender specification should be furnished. The details so furnished should be complete in all respects and as per the formats prescribed in the Tender specification (Statutory requirement of Contract). The bidder may have to produce original documents for verification, if so decided by BHEL.
- 1.52 **The following points shall be taken note while quoting the rates:**
  - a. Contractor has to provide required resources as per BOQ and as per scope of work.
  - b. Contractor should not claim for any variation in quantity. At the end of completion, the contract may be extended on mutual agreement.
  - c. The price quoted for this tender must be inclusive of all taxes, duties and GST.
  - d. The rate quoted shall be firm throughout the period of contract and extended contract period also. No cost escalation is allowed on any account.

We hereby accepted above  
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## **PRE-QUALIFICATION REQUIREMENT:**

### **Qualifying Criteria:**

a) The bidder must have the experience in conducting Safety Audits preferably for fabrication units in India during the last 7 years and shall submit work completion certificates issued by the respective client(auditee) as per the quantity based on the value of the work [refer Point (d)]. In case work completion certificate is not available, the bidder shall submit the work order copy along with the corresponding payment evidence.

b) The bidder shall be a qualified safety auditor and also should have been approved by the Directorate of Industrial Safety & Health (DISH) or Director General of Factory Advice Services and Labour Institute (DGFASLI) for conducting Safety Audit. In case, the bidder is a firm, then the firm shall have at least one Safety Auditor approved by DISH/DGFASLI. Relevant approval copy along with current contact details of the approved auditor shall be submitted. The firm shall ensure that the approved safety auditor perform the safety audit physically.

c) The completion of work orders as stated above shall be demonstrated by submitting the following. PO along with the PO value for the completed work orders shall be provided.

d) The following Government/BHEL Corporate guidelines will apply.

Experience of having successfully completed similar works (definition of similar works is "Safety Audits preferably for fabrication units in India") within the last seven years as on the last day of previous month in which tender is invited should be either of the following.

Three similar completed work orders each costing not less than the amount equal to Rs. Rs. 54,480/-

Or

Two similar completed work orders each costing not less than the amount equal to Rs. 68,100/-

Or

One similar completed work order costing not less than the amount equal to Rs. 1,08,960/- .

In absence of any of the above documents, the prequalifying condition will not be met.

Document "Copies" to be submitted with tender: -

(i) LOA's/ PO's with PO's value of the similar works completed / being executed in support of above point

(ii) Work Completion certificates for the LOA's/ PO's referred.

(iii) Certificate of the auditor approved by DISH/DGFASLI.

(iv) Document proof in support of above PQR.

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**Government / Government approved bodies such as Regional Labour Institute (RLI) and National Safety Council (NSC) are exempted from the Pre-qualification criteria of this tender.**

**MSE/Start-up exemption of prior experience and prior turnover is not applicable for this tender. All the bidders have to ensure to meet the above PQR, failing which offer may be liable for rejection.**

Offers of the Bidder's not meeting the above pre-qualification criteria will be liable for rejection.

Note: -

- a) Those who are unable to comply the above points / unable to provide any of the above documents shall be technically rejected and the price bid of the rejected offers will not be opened.
- b) The work executed in the own name of the bidder only will be considered for similar works executed for meeting the eligibility criteria.
- c) BHEL reserves the right to cross check the documents from the issuing Firm, and/or call for any additional documents including Bank Statement for verification.

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## **SCOPE OF WORK**

Conducting the onsite safety audit as per the statutory requirement at BHEL/BAP/Ranipet and submission of relevant report (3 copies and one soft copy).

### **Deliverables:**

The auditor/auditing firm to conduct onsite safety audit as per the statutory requirement and provide three hard copies of report and one soft copy.

## **SPECIAL TERMS AND CONDITIONS OF THE CONTRACT**

1. The Contractor to bring the required resources as per scope of work, for carrying out and completion of the activities/works that are assigned by the concerned department officials specified in the Tender Schedule.
2. Work carried out by BHEL on overlapping areas shall not be included in the claim and any deviations to this will be viewed seriously and treated as a violation to the contract.
3. **This audit shall be completed within one month from the date of issue of Contract/PO. Report shall be submitted within 1 month from the date of audit.**
4. "BHEL does not guarantee ordering of any minimum quantity on any contractor, or does not guarantee more share for the lowest tenderers."
5. BHEL reserves the right to increase or decrease the tendered quantity.
6. Should any error or ambiguity be discovered in the specification or information, the contractor shall forthwith bring the same to the notice of Bharat Heavy Electricals Limited before commencement of work. The BHEL's interpretation in such cases shall be final and binding on the contractor.
7. In case of any loss to Bharat Heavy Electricals Limited, caused due to stoppage of work without sufficient reason or damage to any equipment or components or any property thereof, due to the negligence and carelessness of the contractor's workmen, the responsibility shall rest with the contractor. The actual cost of the loss or damage together with the overhead will be recovered from the contractor's bill. The decision of BHEL regarding the cost of loss as well as the extent of cost of damage shall be final and conclusive.
8. "The Contractor shall be liable for the loss or damage to such property from whatever cause, including but not limited to theft, fire, destruction or damage of property due to reasons beyond the control of the Contractor, happening while such property is in the possession or under the control of the Contractor, their employees, workmen or agents or any other person connected with the Contractor."
9. BHEL will not be responsible for any consequences arising out of any violation of rules or acts by the contractor. If BHEL is liable to pay any such amount due to violation of the relevant laws by the contractor the amount so paid would be recovered from the contractor or adjusted from his pending bills.
10. **COMPLIANCE TO REGULATIONS AND BY-LAWS:**  
The Contractor shall conform to the provisions of any statute relating to the work and regulations and By-laws of any local authority. The Contractor shall be bound to give all

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notices required by statute regulations or By-Laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

11. "In case of any internal dispute of the Contractor, such as but not limited to disputes between partners of the Contractor, dispute between Contractor and its employees, the same shall be intimated to BHEL within one (1) month from the date of dispute. Notwithstanding anything to the contrary, BHEL shall not be made a party any suit or legal proceeding in respect of such internal dispute.  
In case BHEL is made a party to the same, the Contractor and other party(ies) to the dispute, if signatories to this Agreement, shall indemnify BHEL for (a) all direct and indirect costs expended towards such legal proceedings immediately on the issue of a claim notice to that effect from BHEL and (b) any liability that may be imposed in such legal proceedings against BHEL."
12. The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
13. "BHEL reserves the right to suspend the work or part thereof put a hold on further loading to the Contractor at any time for any reason at its discretion and no claim whatsoever on this account will be entertained. "
14. "Notwithstanding anything to the contrary, BHEL shall have the full rights to exclude the Contractor or any of its employees/ vendors, etc. from the BHEL premises".
15. "The Contractor hereby understands and agrees that BHEL BAP Ranipet is a prohibited place under the Official Secrets Act and undertakes to comply with all legal and other provisions, and directions as may be issued from time to time by the concerned authorities including the Security Department of BHEL".

**16. GST: -**

**Registration & GST Rate:**

- a) Bidder should indicate GSTIN No. (Copy of GST registration to be enclosed) and PAN No. (copy of PAN to be enclosed).
- b) Tender will be considered/ accepted, if & only if the vendor has a valid GST Registration No.
- c) Central Tax/ State Tax/ Integrated Tax/ Union Territory tax to be quoted as extra in %.
- d) Bidders to ensure correct applicability of Central Tax/ State Tax/ Integrated Tax/ Union Territory tax based on the Inter / Intra state movement Supply of goods and provision services or both.

**Invoicing & Payment:**

- a) The Tax Invoice for supply of Goods & Services should be raised as per the provision of GST Act & Rules and must compulsorily mention the following: -
  - i. BHEL-RANIPET GSTIN: 33AAACB4146P2ZL or GSTIN of BHEL Nodal Agency as mentioned in NIT or informed subsequently.
  - ii. HSN Code or Service Accounting Code for supply of goods or services.
  - iii. Name & address of supplier
  - iv. GSTIN of Supplier
  - v. Consecutive Serial Number & date of issue
  - vi. Description of goods or services
  - vii. Total value of supply

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- viii. Taxable value of supply
- ix. Tax Rate – Central Tax & State Tax or Integrated Tax, Cess
- x. Amount of Tax charged
- xi. Place of supply
- xii. Address of delivery if different from place of supply
- xiii. Signature of authorized signatory
- b) Reimbursement of GST to the vendor is contingent upon complying with the following condition by the service provider: -
  - i. Uploading the onward GST Return (GSTR-1) in GSTN Network portal within the statutory time period.
  - ii. Discharging the GST tax liability to the Government.
  - iii. Submission of Tax Invoice to BHEL.
  - iv. Submission of proof of payment of GST to BHEL.
  - v. Availing of Input Tax Credit by BHEL.

**Input tax credit:**

- a) In case GST credit is delayed/ denied to BHEL, due to non/delayed receipt of goods and/or services and/or tax invoice or expiry of timeline prescribed in GST Law for availing such ITC, or any other reason not attributable to BHEL, GST amount shall be recoverable from Vendor along with interest & penalty levied/ leviable.
- b) In case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor/contractor along with interest & penalty levied/ leviable on BHEL.
- c) In case of discrepancy in the data uploaded by supplier in the GSTN portal or in case of any incomplete work/service, 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 (details to be uploaded in GSTN portal).
- d) For any such delay in availing of tax credit for reasons attributable to vendor (as mentioned above), interest as per the GST Act & Rules, 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.

**Penalty for Non-compliance of GST Act:**

Penalty amount so determined along with GST if applicable thereon shall be recovered from the contractor.

**Anti-profiteering Measure:**

Any reduction in rate of Tax on any supply of goods or services or the benefit of input tax credit shall be passed on to the recipient by way of commensurate reduction in prices.

**Other Provisions:**

- a) All the terms & conditions of the contract with respect to Taxes & Duties are subject to the new taxation laws introduced from time to time (e.g., GST). The terms & conditions will be modified in accordance with the provisions of new laws (e.g., GST).
- b) In case any changes in taxes and duties as per Gov. Notification (including GST), the same shall be applicable from time to time.

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- c) If the Contractor is not registered for any statutory obligation and not liable there to, then a declaration shall be submitted along with offer that they are within the threshold limit.
- d) If any changes in GST, (statutory variation) the same will be to the account of BHEL. But if the variation is effective during the delayed/extended period of execution for reasons attributable to the vendor, the same shall be borne by the contractor only. The required compliance under relevant statute shall be carried out.

**17. SAFETY PRECAUTIONS TO BE TAKEN BY THE CONTRACTOR**

- a) The bidder must inspect the area of work to decide the safety precautions necessary for executing this contract.
  - b) Whenever people work at height more than six feet, platform shall be provided or the workers shall wear safety belt to avoid fall from the height.
  - c) Wherever any area declared as dangerous, the workers shall not be allowed to work till a written clearance is obtained from appropriate authorities.
  - d) No material of any kind shall be dropped or allowed to be dropped from any height.
  - e) Defective ladders shall not be used at all.
  - f) Inflammable materials shall not be stored near places where the sparks are likely to occur.
  - g) The necessary safety equipment must be issued to the workmen at contractor's cost and strictly to be used while carrying out the work.
  - h) Appropriate safety equipment's are to be supplied by the contractor for his workers from day one onwards and should be used during all processes. If the contractor's workers found violating the safety precautions, punitive action will be taken and or a penalty of Rs.500/- to Rs.1000/- will be imposed and deducted from the contractor bill for each violation.
  - i) The working area shall be kept clean and free from all obstructions.
  - j) All temporary electrical connections shall be properly earthed, insulated and periodically checked.
  - k) All safety precautions are to be taken by the contractor at his cost.
18. The contractor's responsibility for this contract shall commence from the date of issue of order of acceptance of his tender.
19. BHEL will not bound by any power of Attorney granted by the tenderer or changes in the composition of the 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.
20. Words imparting the singular number shall have deemed to include the plural number and vice versa where the context so require.
21. The expenses for completing and stamping the agreement shall be to the contractor's account.
22. The general and special conditions of contract are complementary to each other and where they are in conflict, the special conditions shall prevail. In regard to matters not covered by the General or Special conditions of contract, those contained in the specifications approved by BHEL, shall apply.
23. The "GENERAL CONDITIONS OF CONTRACT" and "SPECIAL CONDITIONS OF THE CONTRACT" shall be deemed to form an integral part of contract for the work to be entered into.

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24. The Contractor agrees that no claim for interest or damages will be entertained or be payable by BHEL in respect of any money or balances or amounts of whatsoever nature which may be lying with BHEL owing to any disputes or differences between the parties irrespective of whether the same is decided by any authority to be paid or returned to the Contractor."
25. In case of breach of any or whole of the above terms and conditions by the contractor BHEL will have the liberty to cancel the registration and contract either in part or in full and entrust in part or in full of the work to any contractor and the contractor shall be liable to pay extra cost involved in the execution of cancelled part of the contract.

**GENERAL CONDITIONS OF CONTRACT**

**1. DEFINITION: -**

In these General Conditions of Contract, the following terms shall have the meaning hereby assigned to them, except where the context otherwise requires: -

- a) The "Contract" means, the documents forming the tender and acceptance thereof, together with all the documents referred to therein including general and special conditions to contract. All these documents as applicable taken together shall be deemed to form one contract and shall be complementary to one another.
- b) The "Work" means, the work described in the tender documents in individual work-orders as may be issued from time to time to the contractor by the officer-in charge with in the power conferred upon him including all notified or additional items of works and obligations to be carried out as required for the performance of contract.
- c) The "Contractor" means, the individual firm or company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the persons composing the firm or company or the successors of the firm or company and the permitted assigns of such individual or firm or company.
- d) "The officer-in charge" means, the officer deputed by the HOD/HSE to supervise the work or part of the work.
- e) "Approved" and "Directed" means, the approval or direction of HOD/HSE, or person deputed by him for the particular purposes.
- f) "BHARAT HEAVY ELECTRICAL LIMITED" (herein after referred to as BHEL) shall mean the Board of Directors, Chairman, Executive Director, General Manager or other administrative office of the said company including HOD/WCM authorized to invite tenders and enter into contract for works on behalf of the company.
- g) The "Contract sum" means, the sum accepted or the sum calculated in accordance with the prices accepted in tender and / or the contract rates as payable to the contractor for the execution of work during the currency of the contract.
- h) A "week" means, seven days, without regard to the number of hours worked or not worked in any day in that week.

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- i) A “day” means, the day of 24 hours (Twenty-Four) irrespective of the number of hours worked or not worked in that day.
- j) A “working day” means, any day other than that prescribed by the NEGOTIABLE INSTRUMENTS ACT as being a holiday, and consists of the number of hours of labour as commonly recognized by good employers in the trade in the district where the work is carried out or as laid down in the BHEL regulation.

**2. HEADING TO THE CONTRACT CONDITIONS: -**

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

**3. WORK TO BE CARRIED OUT: -**

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

**4. DEVIATIONS: -**

The contractor shall not carry out any work not covered by schedule except in the pursuance of the written instructions of HOD/HSE. No such work shall be valid unless the same has been specifically confirmed and accepted by the BHEL in writing and incorporated in the contract.

**5. OCTROI AND OTHER DUTIES: -**

All charges on account of octroi terminal or sales tax or other duties on materials obtained for the work shall be borne by the contractor.

**6. PLANT AND EQUIPMENT: -**

The contractor shall at his own expense, supply all tools, plant and equipment (herein after referred to as T&P) required for the execution of the contract.

**7. ASSIGNMENT OF TRANSFER OF CONTRACT: -**

The contractor shall not without the prior written approval of the BHEL, assign or transfer the contract or any part thereof, or any share, or interest thereon to any other persons. No sum of money which may become payable under the contract shall be payable to any person, other than the contractor unless the prior written approval of the BHEL to the assignment or transfer of such money is given.

**8. SUB-CONTRACT: -**

The contractor shall not sub-let any portion of the contract without the prior written approval of the BHEL.

**9. COMPLIANCE TO REGULATIONS AND BYE-LAWS: -**

The contractor shall confirm to the provisions of any statute relating to the work and regulations and bye-laws of any local authority. The contractor shall be bound to give all notices required by statute regulations or by-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

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**10. SECURITY DEPOSIT:-**

SECURITY DEPOSIT shall be collected from the successful tenderer. The total amount of security deposit will be 5% of the contract value.

**Mode of Deposit:**

- a. Cash (as permissible under the extant Income Tax Act)
- b. Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.

**Following are the steps for online submission of Security Deposit-**

**(i) Pay online (SBI Collect)**

- i. Visit <https://www.onlinesbi.sbi/sbicollect/collecthome.htm>
- ii. Select "Tamilnadu" in "filter by state"
- iii. Select category as "PSU PUBLIC SECTOR UNDERTAKING"
- iv. Search as "BHEL BAP RANIPET" in the search bar.
- v. Select "BHEL BAP RANIPET"
- vi. Select "Security Deposit of Vendor" in the drop down menu under "Select Payment Category"
- vii. Now Fill in the required details and ensure correctness of data filled. Ensure that you are entering correct enquiry/tender number and other details correctly.
- viii. Make payment for SD as required in tender after entering the details.

**(ii) Bidders can pay "Security Deposit" through online on below account:**

NAME OF BANK	STATE BANK OF INDIA
BANK BRANCH ADDRESS	STATE BANK OF INDIA BHEL PROJECT BRANCH MUKUNDARAYA PURAM BHEL TOWNSHIP RANIPET-632406
ACCOUNT NO	10664849171
MICR CODE	632002003
IFSC CODE	SBIN0007013
SWIFT CODE	SBININBB450

- c. Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
- d. Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)

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- e. 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)
- f. Insurance Surety Bonds

(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)

At least 50% of the required Security Deposit, should be collected before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.

**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.**

If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.

The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of the authority competent to award the work. Security deposit shall not carry any interest.

11. Security deposit shall be refunded only after successful completion of the contract to BHEL's satisfaction and presents an absolute "No Demand Certificate" in the prescribed form and returns properties belonging to BHEL handed over, lent or hired by him for carrying out the said works, Security Deposit will be released to the Contractor after deducting all cost of expenses or other amounts that are to be paid to BHEL under this or other contracts entered into with the Contractor. It may be noted that in no case the Security Deposit shall be refunded/released prior to passing of final bill.
12. Should a tenderer or a contractor has a relative or in the case of a firm or company of contractors, any of its shareholders or shareholder's relative, employed in Bharat Heavy Electricals Ltd, the authority inviting tenders shall be informed of this fact at the time of submission of the offer, failing which the offer may be disqualified or if such fact subsequently come to light, the contract may be cancelled.
13. BHEL shall not be responsible for any loss of securities, due to liquidation for any other reasons, what-so-ever or any depreciation in the value of the securities while in their charge or for any loss of interest there on.
14. All compensation or other sums of money payable by the Contractor to BHEL under the terms of this contract or under any other contract with BHEL may be deducted from the Security Deposit or realised by the sale of the securities or from the interest arising

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therefrom or from any sums which may be due or may become due to the contractor by BHEL and in the event of this Security Deposit being deducted by reason of such deductions or sale, as aforesaid, the Contractor shall within 7 days thereafter, make good in cash or in securities endorsed as aforesaid, any sum by which the Security Deposit has been reduced.

**15. ORDERS UNDER THE CONTRACT: -**

All orders, notices etc. to be given under the contract shall be in writing, type-script or printed and if sent by registered post to the address given in the tender of the contract, shall be deemed to have been served on the date, when in the ordinary course they would have been delivered to him.

**16. CONTRACTOR'S SUPERVISION: -**

The contractor shall either himself supervise the execution of the contract or shall appoint a complement agent acceptable to the HOD/HSE to act in his stead. Orders given to the contractor's agent shall be considered to have the same force as if they have been given to the contractor himself. The contractor or his accredited agent shall attend when required without making any claim for doing so, either the office of the HOD/HSE or the OFFICE-IN CHARGE, to received instructions.

17. The HOD/HSE shall have full powers and without assigning any reason, required the contractor to immediately cease to employ in connection with this contract, any agent, servant or employee where continued employment is in his opinion undesirable. The contractor shall not be allowed any compensation on this account.

**18. LABOUR: -**

The contractor shall remain liable for the payment of all wages or other moneys to his work people or employees under the payment of wages act 1936, Employees Liability Act 1938, Workmen Compensation Act 1923 or any other Act or enactment, relating thereto and rules framed, thereunder from time to time.

**19. PRECAUTIONS UNDER RISK: -**

The contractor shall be responsible for providing at his own expense for all precautions to prevent loss or damage from any and all risks and to minimize the amount of any such loss or damage and for the necessary steps to be taken for the said purposes.

**20. DAMAGE & LOSS TO PRIVATE PROPOERTY & INJURY TO WORKMEN: -**

The contractor shall at his own expenses reinstate and make good to the satisfaction of the HOD/HSE and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify, the BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL where BHEL is a private person, in respect of any such injury (including injury resulting I death) loss or damage to any person whomsoever

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or property including all claims which may arise under the workmen's compensation act or otherwise.

**21. LAWS GOVERNING THE CONTRACT: -**

The contract shall be governed by the India laws for time being in force.

**22. CANCELLATION OF CONTRACT FOR CORRUPT ACTS: -**

BHEL, whose decision shall be final and conclusive, shall without prejudice to any other right or remedy which shall have accrued shall accrue thereafter to BHEL cancel the contract in any if the following cases and the contractor shall be liable to make payment to BHEL for any loss or damage resulting from any such cancellation to the same extend as provided in the case of cancellation for default.

If the contractor shall: -

- a) Offer or give or agree to give to any person in BHEL service any gift or consideration of any kind, as an inducement or reward for doing or for bearing to do or for having done or for borne to do any act, in relation to the obtaining or execution of this or any other contract for BHEL service.

(OR)

- b) enter in to a contract with BHEL in connection with which commission has been paid or agreed to be paid by him or with his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to BHEL.

(OR)

- c) obtain a contract with BHEL as a result of ring tendering or by non-bonfire methods of competitive tendering, without first disclosing the fact in writing to BHEL.

**23. CANCELLATION OF CONTRACT FOR INSOLVENCY ASSIGNMENT OF TRANSFER OR SUBLETTING OF CONTRACT: -**

BHEL, without prejudice to any other right or remedy, which shall have accrued or shall accrue thereafter to BHEL shall cancel the contract in any of the following cases:

If the contractor:

- a) being an individual or if a firm any partner thereof shall at any time be adjudged bankrupt or have a receiving order for administration of his estate, made against him or shall take any proceedings for liquidation or composition under any bankruptcy Act or assignment of his effects of composition or arrangement for the benefit of his creditors or purport to do so, or if any application made under any Bankruptcy Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him on behalf of his creditors

(OR)

- b) being a Company, shall pass a resolution or the Court shall make an order for the liquidation of its affairs, or a receiver or Manager on-behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or Manager,

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(OR)

- c) Assigns, Transfers, Sub-lets or attempts to assign, transfer or sub-let any portion of the work without the prior written approval of the BHEL.
- d) In case BHEL carries-out the work under the provisions of this condition the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plants and/or labour provided by the BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the HOD/WCM whose decision shall be final and conclusive.

**24. CANCELLATION OF CONTRACT IN PART OF FULL FOR CONTRACTOR'S DEFAULT: -**

If the contractor,

- a) makes default in carrying out the work as directed and continues in that state after a reasonable notice from HOD/HSE or his authorised representative.
- b) fails to comply with any of the Terms and Conditions of the contract or after reasonable notice in writing with orders properly issued thereunder.
- c) BHEL, may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the contract as whole or in part thereof or only such work order or items of work in default from the contract.

**25. TERMINATION OF CONTRACT ON THE DEATH OF CONTRACTOR: -**

Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, or if the firm is dissolved or the company is liquidated BHEL shall have the option of terminating the contract without compensation to the Contractor.

**26. SPECIAL POWER TO TERMINATION: -**

If at any time after the award of contract, BHEL shall for any reason whatsoever not require whole or any part of the work to be carried out the HOD/HSE shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the fore-closing of the work.

**"If any employee/labourer working in the contract is found involved in corruption activities, the contract will be terminated and the contractor will be banned for applying for any future contract for 3 years."**

**27. RECOVERY FROM CONTRACTOR: -**

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

**28. BREACH OF CONTRACT, REMEDIES AND TERMINATION:**

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In case of breach of contract, wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is at least 10% of the contract value, the same be encashed. In case the value of the security instruments available is less than 10% of the contract value, the balance amount be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, etc. with BHEL) or legal remedies be pursued. The balance scope shall be got done independently without Risk & Cost of the failed supplier/ contractor. Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.

**29. POST TECHNICAL AUDIT OF WORK AND BILLS: -**

BHEL reserves the right to carry out the post-payment Audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc., and enforce recovery of any sum becoming due as a result thereof in the manner provided in the presiding sub-paragraphs. However, no such recovery shall be enforced after three years of passing the final bill.

**30. SIGNING OF CONTRACT: -**

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

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

any obligation under this Contract is prevented or delayed by reason of any such event, claims for extension of time shall be granted for periods considered reasonable by the HOD/HSE subject to prompt notification by the contractor.

**32. ARBITRATION: -**

All disputes between the parties to the contract, arising out of or relating to the contract, other than those for which the decision of the HOD/HSE or Accepting Officer or any other

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person is by the contract expressed to be final and conclusive. All disputes between the parties to the Contract, arising out of or relation to the Contract shall after written notice by either party to the Contract to the other party be referred and resolved by an Arbitrator nominated by the Unit Head of BHEL, Ranipet.

Unless the parties otherwise agree, such reference shall not take place until after the completion, alleged completion or abandonment of the work of the determination of the contract. The venue of Arbitration shall be such a place or places as may be fixed by the Arbitrator in his sole discretion. The award of the Arbitrator shall be final, conclusive and binding on both parties to the contract. Subject to the above, Courts at Ranipet alone shall have exclusive jurisdiction of any matter arising in connection with this Agreement.

**33. ARBITRATION AND JURISDICTION:**

- a) The jurisdiction for any arbitration/settlement of contractual/ legal issues between contractee and contractor, shall only be at the court of Ranipet. Any dispute between BHEL and the Contractor arising out of or in connection with this Contract, other than those for which BHEL decision is final, shall be referred to arbitration by a sole arbitrator to be appointed by BHEL, BAP Ranipet.
- b) The place of Arbitration shall be Ranipet, Tamil Nadu. The arbitrator may hold meetings for convenience at such places as per his discretion.
- c) The award of the Arbitrator shall be final, conclusive and binding on both parties to the contract
- d) Subject to the above, the courts at Ranipet alone have the jurisdiction to decide any dispute arising out of or in respect of the Contract."

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

**35. FRAUD PREVENTION POLICY: -**

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

- 36. SECRECY OF CONFIDENTIAL INFORMATION:** The Contractor undertakes and agrees that he/it will not disclose or reveal in part or full the proprietary/confidential information, which terms shall mean and include patents, trademarks, service marks, registered

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designs, copyright, design rights, know-how, confidential information, trade and business names and any other similar protected information of BHEL received during negotiation or currency of the contract to any third party or governmental authorities without written permission from BHEL. In the event of termination or expiry of the contract, the contractor shall return all proprietary/confidential information to BHEL. This clause shall survive termination or expiry of the contract.

All the input details: transmittals and sample drawings supplied for preparation of drawings are confidential information of BHEL for specific purpose only. The contractor shall never pass on / part with the information to anybody and shall maintain the secrecy of the information. As soon as the bills are certified by BHEL, all the relevant drawing files shall be erased from PCs and shall not be made use under any circumstances.

BHEL reserves the right to initiate appropriate action including legal proceeds / termination of contract, recovery of damages, penalties etc., if the contractor is found guilty / wrong usage of the documents given by BHEL for any unauthorised activity.

**37. SETOFF CLAUSE: -**

"BHEL shall have the right to recover any money which in the sole opinion of BHEL is due from the Contractor from any money due to the Contractor under this Contract or any other contract or from the Security Deposit furnished by the Contractor under this Contract or any other contract. "

38. Notwithstanding anything to the contrary, including, but not limited to, provisions relating to extension of time and compensation/ or delay, time shall be the essence of the contract.

39. "Where the Contractor (whether a proprietorship, partnership, company, Hindus Undivided Family or otherwise) commits a default or breaches the Contract and the proprietor/ partner/director/ member of such entity is also a proprietor/ partner/ director/ member of another entity that is registered with BHEL (in Ranipet or any other unit of BHEL), BHEL shall have the right to recover losses due to the default or breach, whether direct, indirect or consequential, either from the defaulting/ breaching entity or the other said entity or both. Such right shall also include the right to encash any security (in any form such as but not limited to bank guarantee, demand draft, FD, etc.) \_ furnished by either or both entities. Without limiting the applicability of the foregoing, it shall not be a defence to the other said entity for enforcement of such a right that:

- (a) both entities are legally distinct/ separate entities, or
- (b) the management of the entity/ partners/ directors/ members of such other entity were not aware that the proprietor/ partner/ director/ member of the defaulting/ breaching entity was also a proprietor/ partner/ director/ member of the other said entity."

40. The Successful Tenderer shall agree to the following conditions:

Contractor shall indemnify and keep indemnified BHEL, its other contractors and/or sub-contractors and its/their employees from all actions, proceedings, suits, claims, demands, liabilities, damages, losses, costs, charges, expenses judgments and fines arising out of or in the course of, or caused by the execution of work under the Contract or other obligations hereunder directly or indirectly associated herewith which may arise due to:

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- i) breach of law by the Contractor, or any of its sub-contractor, or any of their respective employees.
- ii) negligence or wilful default by the Contractor, or any of its sub-contractor, or any of their respective employees.
- iii) failure by Contractor to proceed with Project in accordance with the determinations, instructions and clarifications of Company pending disagreement, dispute, protest, request for arbitration/ court proceedings.
- iv) loss of property or death of any employee of BHEL or of its other contractors/ sub-contractors.

The above shall be without prejudice to any other remedy that may be available to BHEL whether as per law, contract, equity or otherwise. The quantum of work/ nature of work to be carried out by the hired crane will be decided by BHEL from time to time and the availability of the combination of work.

- 41. All statutory requirements under Minimum Wages Act, 1948, Factories Act 1948, Workmen Compensation Act 1923, Employees Provident Fund and Miscellaneous Provisions Act, 1952, Payment of Gratuity Act 1972, Employee State Insurance Act 1948, Contract Labour (R&A) Act 1970, Payment of Bonus Act 1965, Income Tax Act, Service Tax Act and all other applicable Acts shall be complied with by the Contractor.
- 42. **MOTOR VEHICLE ACT:** The contractor should comply the relevant Motor Vehicle Act and other statutory requirement, if applicable.
- 43. Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.
- 44. Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
- 45. Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and provides a copy of the same to BHEL.
- 46. Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.
- 47. No interest shall be payable by BHEL on Security Deposit/ or any money due to the Contractor by BHEL.
- 48. Time is the essence of contract and hence any delay in Execution of contract will attract penal action by BHEL by deduction of such amounts as may be fixed by BHEL as compensation for the delay of work. This is without prejudice to conditions of contract mentioned elsewhere regarding deduction for taking alternative action / cancellation of contract.
- 49. **BHEL shall recover the amount of compensation paid to victim(s)** by BHEL towards loss of life/permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below. a). Victim: Any person who suffers permanent disablement or dies in an accident as defined below. b). Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/operation and works

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incidental thereto at BHEL factories/offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works/ during working at BHEL units/officers/townships and premises/ project

sites. c). Compensation in respect of each of the victims: (i) In the event of death or permanent disability resulting from Loss of both limbs: **Rs.10,00,000/-** (Rs. Ten lakh) (ii) In the event of other permanent disability: **Rs.7,00,000/-** (Rs. Seven lakh) d). Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to section 2 (l) of the Employee's Compensation Act, 1923.

50. For every month, the contractor shall prepare & submit bill in the succeeding month within one week from the date of certification of quantity by concerned department officials.

51. Any billing related query, clarification, document requirement, etc. shall be resolved in one go by the Contractor within one week from the date of intimation.

52. **SUBMISSION OF BILLS BY CONTRACTOR:** - The Contractor shall submit a bill in triplicate detailing the various items of work done during the tenure of the contract supported by the requisitions issued from time to time. The Contractor shall submit to the concerned department officials separately details of his claims for the work done by him up to and including the previous month which are not covered by his contract agreement in any of the following respects:

- a. Deviation from the items provided in the contract documents.
- b. Extra items / new items of work.
- c. Items in-respect of which rates have not been settled. He should in addition furnish a clear certificate to the effect that the claims submitted by him as aforesaid cover all his claims and that no further claims shall be raised by him in respect of the work done up to and including the period under report.

53. **PAYMENT OF BILLS:** - All payments to be made to the Contractor, under this contract shall be by "CHEQUE" crossed "A/C PAYEE ONLY" OR by NEFT / RTGS payment within a reasonable time after the certification of bills by the authorized officials of BHEL.

54. **SUSPENSION OF BUSINESS DEALINGS:** -

The bidder along with its associate / collaborators / sub-vendors / consultants / service providers shall strictly adhere to "Guidelines for Suspension of Business Dealings with Suppliers/ Contractors" (ref: AA/MM/SB/01 Rev: 02 amdt. 03, Dt. 15.03.2023) displayed on BHEL website <http://www.bhel.com> (<https://www.bhel.com/guidelines-suspension-business-dealings-supplierscontractors>).

55. **BHEL reserves the right to reduce the contract period (pre-close the contract), with 30 days' notice period depends on the requirement / without assigning any reason. Security Deposit will be refunded, if the contract is pre-closed for non-requirement by BHEL.**

56. **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

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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 principles manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one bid from the followings:
  - (i) The principle manufacturer directly or through one Indian agent on his behalf; and
  - (ii) Indian/ foreign agent on behalf only one principle **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.

**57. Limitation of Liability:** “Notwithstanding anything to the contrary in this Contract or LOA or Work Order or any other mutually agreed document between the parties, the maximum liability, for damages, of the contractor, its servants or agents, shall under no circumstances exceed an amount equal to the Price of the Contract or the Work Order. Neither party shall be liable to the other for any indirect or consequential loss or damage, including but not limited to loss of use, loss of profits, or loss of contracts, or special, punitive, exemplary losses whatsoever, arising out of or in connection with this contract.

This shall not be applicable on the recoveries made by Customer from BHEL on account of Contractor, any other type of recoveries for workmanship, material, T&P etc. due from the contractor.”

**58.** In case of breach of any or whole of the above terms and conditions by the contractor, BHEL will have the liberty to cancel the registration and contract either in part or in full.

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**Payment terms:**

Payments will be made in full by BHEL after deducting the tax. If GST payment evidence is shown, then payment shall be made in full.

a. Payment will be made to the account of the Auditor/Auditing Firm on basis and according to the payment terms stated hereunder. The payment shall be made after the conditions listed for such payment have been met, and the Auditor/Auditing Firm has submitted an invoice to BHEL in triplicate specifying the amount due.

b. No advance in any manner will be paid to the successful Auditor/Auditing Firm.

c. Payment will be made on lump-sum basis upon submission of invoices based on deliverables and acceptance of the invoices, as given below, after certification by authorized officer.

d. Payment will be made to MSE vendor within 45 days, 60 days for Medium and for others within 90 days from the date of submission of invoice enclosing copies of supporting documents. The prices quoted shall remain firm without any increase till the completion of specified deliverables.

**TAXES AND DUTIES:**

GST @ 18% is applicable. GST amount will be reimbursed to the successful bidder on submission of proof of remittance challan and uploading the details GSTN network within the statutory time period. In case any change in GST as per Government Notification, the same may be adopted during the contract period. ITC on GST is applicable. The successful bidder will have to submit the GST Registration certificate to BHEL and claim the GST from BHEL by submitting Tax invoice as per Rules & Regulations of GST and the documentary evidence will have to be submitted along with the next bill. If for any reason, the successful bidder has to pay penalty, interest on GST, the contractor has to bear such additional payment. BHEL will pay only the GST at actual. The Bharat Heavy Electricals Limited will not entertain any claim in this regard.

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**LD/PENALTY TERMS**

**PENALTY TERMS:**

If the Auditor/Auditing Firm fails to perform the audits and/or submit the reports within the mutually agreed time schedule (shall be decided with the successful bidder after placement of order) or by the date extended by BHEL due to reasons attributable to the Auditor/Auditing Firm, the Auditor/Auditing Firm shall be liable to pay a penalty at 0.5% of the Contract Price for delay of each week or part thereof from the agreed date subject to a maximum ceiling of 10% of the total Contract Price.

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**Bill of Quantity**

Sl. No.	Description of Work	Unit of Measurement	Quantity (A)	Total amount excluding GST (B)
1	Safety audit at our factory premises and submission of 3 hard copies and 1 soft copy of the report.	No.	1	<To be quoted in Price Bid only>
	Total Value in Rs. (excluding GST)			<To be quoted in Price Bid only>
	GST %			
	Total Value in Rs. (including GST)			<To be quoted in Price Bid only>

Applicable GST: \_\_\_\_\_ % (to be mentioned here)

(As of now, GST for this service is 18%)

**NOTE:**

1. Bidder has to Quote total lumpsum amount including GST in **Price Bid Format**. Bidder has to quote applicable GST % in price bid format separately.
2. Applicable GST will be reimbursed on submission of relevant documents.
3. The tenderer should quote the total lumpsum price for the entire contract scope.
4. L1 will be arrived based on total lump-sum value and contract will be awarded to single bidder only. Contract spilt is not applicable in this tender.
5. Evaluation of financial bid will be done on exclusive of GST (Cost to BHEL).
6. Contract will be finalised by opening e-price bid in GePNIC portal. Hence bidders are requested to submit their best offer at first instance.
7. The rate quoted shall be firm throughout the period of contract and extended contract period also, if any. No cost escalation is allowed on any account.
8. Contractor should not claim for any variation in quantity.

We hereby accepted above  
(signature & seal of bidder)



Bharat Heavy Electricals Limited  
(A Government of India Undertaking)  
Boiler Auxiliaries Plant  
Ranipet-632406

**BHEL Tender Ref. No.: S192500002**

**ANNEXURES**

- Annexure-1: Check List.
- Annexure-2: Offer forwarding letter / tender submission letter
- Annexure-3: No Deviation Certificate
- Annexure-4: Declaration regarding Insolvency/ Liquidation/ Bankruptcy Proceedings
- Annexure-5: Declaration by Authorized Signatory
- Annexure-6: Declaration by Authorized Signatory regarding Authenticity of submitted Documents
- Annexure-7: Non-Disclosure Certificate
- Annexure-8: Integrity Pact **(Not Applicable)**
- Annexure-9: Declaration confirming knowledge about Site Conditions
- Annexure-10: Declaration reg. Related Firms & their areas of Activities
- Annexure-11: Declaration for relation in BHEL
- Annexure- 12: Declaration reg. minimum local content in line with revised public procurement
- Annexure- 13: Declaration regarding compliance to Restrictions under Rule 144 (xi) of GFR 2017
- Annexure-14: Bank Account Details for E-Payment
- Annexure-15: Power of Attorney for submission of tender.
- Annexure-16: Proforma of Bank Guarantee for Earnest Money.
- Annexure-17: Proforma of Bank Guarantee for Performance Security.
- Annexure-18: List of Consortium Bank.
- Annexure-19: E-Payments
- Annexure-20: Format of Letter Confirming the Lien on Fixed Deposit Receipt (On the Letter Head of Bank)

We hereby accepted above  
(signature & seal of bidder)



Bharat Heavy Electricals Limited  
(A Government of India Undertaking)  
Boiler Auxiliaries Plant  
Ranipet-632406

**BHEL Tender Ref. No.: S192500002**

**ANNEXURE- 1**

**CHECK LIST**

**NOTE:** - Suppliers are required to fill in the following details in their Letterhead and no column should be left blank

A	Name and Address of the Supplier			
B	GSTN No. the Supplier (Place of Execution of Contract / Purchase Order)			
C	Details of Contact person for this Tender	Name: Mr./ Ms. Designation: Telephone No: Mobile No: Email ID:		
D	EMD DETAILS	NA		
E	DESCRIPTION		APPLICABILITY (BY BHEL)	ENCLOSED BY BIDDER
i.	Whether <b>Pre - Qualification Criteria</b> is understood and provided proper supporting documents.		<b>Applicable/ Not Applicable</b>	YES / NO
ii.	Whether all pages of the Tender documents including annexures, appendices etc. are read and understood		<b>Applicable/ Not Applicable</b>	YES / NO
iii.	Audited Balance Sheet and profit & Loss Account for the last three years (as mentioned in <b>Pre - Qualification Criteria</b> )		<b>Applicable/ Not Applicable</b>	YES / NO
iv.	Copy of PAN Card & GST registration		<b>Applicable/ Not Applicable</b>	YES / NO
v.	Submission of <b>MSE/Start-up certificate</b> as specified in Tender		<b>Applicable/ Not Applicable</b>	YES / NO
vi.	Offer forwarding letter / tender submission letter as per Annexure – 2		<b>Applicable/ Not Applicable</b>	YES / NO

We hereby accepted above  
(signature & seal of bidder)



Bharat Heavy Electricals Limited  
(A Government of India Undertaking)  
Boiler Auxiliaries Plant  
Ranipet-632406

**BHEL Tender Ref. No.: S192500002**

vii.	Submission of <b>Certificate of No Deviation</b> as per Annexure – 3	<b>Applicable/Not Applicable</b>	YES / NO
viii.	Declaration regarding <b>Insolvency/ Liquidation/ Bankruptcy Proceedings</b> as per Annexure – 4	<b>Applicable/Not Applicable</b>	YES / NO
ix.	Declaration by <b>Authorized Signatory</b> as per Annexure – 5	<b>Applicable/Not Applicable</b>	YES / NO
x.	Declaration by <b>Authorized Signatory</b> regarding <b>Authenticity</b> of submitted Documents Annexure – 6	<b>Applicable/Not Applicable</b>	YES / NO
xi.	Submission of <b>Non-Disclosure Certificate</b> as per Annexure – 7	<b>Applicable/Not Applicable</b>	YES / NO
xii.	Submission of <b>Integrity Pact</b> as specified in Tender as per Annexure – 8	<b>Applicable/ Not Applicable</b>	<del>YES / NO</del>
xiii.	Declaration <b>confirming knowledge about Site Conditions</b> as per Annexure – 9	<b>Applicable/ Not Applicable</b>	<del>YES / NO</del>
xiv.	Declaration reg. <b>Related Firms &amp; their areas of Activities</b> as per Annexure – 10	<b>Applicable/ Not Applicable</b>	<del>YES / NO</del>
xv.	Declaration for <b>relation in BHEL</b> as per Annexure – 11	<b>Applicable/ Not Applicable</b>	YES / NO
xvi.	Declaration reg. <b>minimum local content</b> in line with revised public procurement as per Annexure – 12	<b>Applicable/ Not Applicable</b>	YES / NO
xvii.	Declaration regarding <b>compliance to Restrictions under Rule 144 (xi) of GFR 2017</b> as per Annexure – 13	<b>Applicable/ Not Applicable</b>	YES / NO
xviii.	<b>Bank Account Details</b> for E-Payment as per Annexure – 14	<b>Applicable/ Not Applicable</b>	YES / NO
xix.	<b>Power of Attorney</b> for submission of tender as per Annexure – 15	<b>Applicable/ Not Applicable</b>	YES / NO
xx.	<b>Proforma of Bank Guarantee for Earnest Money</b> as per Annexure – 16	<b>Applicable/ Not Applicable</b>	<del>YES / NO</del>

**NOTE:** Strike off 'YES' or 'NO', as applicable. Tender not accompanied by the prescribed **above applicable documents** are liable to be summarily rejected.

**DATE:**

**Sign. of the AUTHORISED SIGNATORY**

We hereby accepted above  
(signature & seal of bidder)



Bharat Heavy Electricals Limited  
(A Government of India Undertaking)  
Boiler Auxiliaries Plant  
Ranipet-632406

**BHEL Tender Ref. No.: S192500002**  
(With Name, Designation and Company seal)

**ANNEXURE - 2**

**OFFER FORWARDING LETTER / TENDER SUBMISSION LETTER**

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

Offer Reference No: .....

Date: .....

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: Submission of Offer against BHEL GePNIC Bid No.: .....

Having examined the tender documents against your BHEL GePNIC Bid No. \_\_\_\_\_ dated \_\_\_\_\_ and having understood the provisions of the said tender documents and having thoroughly studied the requirements of BHEL related to the work tendered for, in connection with \_\_\_\_\_ (name of work), we hereby submit our offer for the proposed work in accordance with terms and conditions mentioned in the tender documents, at the prices quoted by us and as per the indicated delivery schedule in NIT.

Should our Offer be accepted by BHEL for Award, I/we further agree to furnish 'Performance Security' for the work as provided for in the Tender Conditions within the stipulated time as may be indicated by BHEL.

I/We further agree to execute all the works referred to in the said Tender documents upon the terms and conditions contained or referred to therein and as detailed in the appendices annexed thereto.

I/We have deposited herewith the requisite Earnest Money Deposit (EMD) as per details furnished in the Check List.

**Authorized Representative of Bidder**

Signature:

Name:

We hereby accepted above  
(signature & seal of bidder)





Bharat Heavy Electricals Limited  
(A Government of India Undertaking)  
Boiler Auxiliaries Plant  
Ranipet-632406

**BHEL Tender Ref. No.: S192500002**  
Address:

Place:

Date:

**ANNEXURE- 3**

**CERTIFICATE OF NO DEVIATION**

(To be Typed & submitted in the Letter Head of the Company/Firm of Bidder)

-----  
To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Subject: No Deviation Certificate

Ref: 1) BHEL GePNIC Bid No: .....  
2) All other pertinent issues till date

We hereby confirm that we have not changed/ modified/materially altered any of the tender documents as downloaded from the website/ issued by BHEL and in case of such observance at any stage, it shall be treated as null and void.

We also hereby confirm that we have neither set any Terms and Conditions and nor have we taken any deviation from the Tender conditions together with other references applicable for the above referred BHEL GePNIC Bid.

We further confirm our unqualified acceptance to all Terms and Conditions, unqualified compliance to Tender Conditions.

We confirm to have submitted offer in accordance with tender instructions and as per aforesaid references.

Thanking you,

Yours faithfully,

**(Signature, date & seal of authorized**

We hereby accepted above  
(signature & seal of bidder)



Bharat Heavy Electricals Limited  
(A Government of India Undertaking)  
Boiler Auxiliaries Plant  
Ranipet-632406

**BHEL Tender Ref. No.: S192500002**  
**representative of the bidder)**

Date:  
Place:

**ANNEXURE- 4**

**UNDERTAKING**

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir/Madam,

**Sub: DECLARATION REGARDING INSOLVENCY/ LIQUIDATION/ BANKRUPTCY PROCEEDINGS**

**Ref:** BHEL GePNIC Bid Specification No:

I/We,

\_\_\_\_ declare that, I/We am/are not admitted under insolvency resolution process or liquidation under Insolvency and Bankruptcy Code, 2016, as amended from time to time or under any other law as on date, by NCLT or any adjudicating authority/authorities.

**Sign. of the AUTHORISED SIGNATORY**  
**(With Name, Designation and Company seal)**

Place:  
Date:

We hereby accepted above  
(signature & seal of bidder)



Bharat Heavy Electricals Limited  
(A Government of India Undertaking)  
Boiler Auxiliaries Plant  
Ranipet-632406

**BHEL Tender Ref. No.: S192500002**

**ANNEXURE – 5**

**DECLARATION BY AUTHORISED SIGNATORY OF BIDDER**

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

-----  
To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

**Sub: Declaration by Authorized Signatory**

Ref: 1) BHEL GePNIC Bid Specification No: .....  
2) All other pertinent issues till date

I/We, hereby certify that all the information and data furnished by me with regard to the above Tender Specification are true and complete to the best of my knowledge. I have gone through the specifications, conditions, stipulations and all other pertinent issues till date, and agree to comply with the requirements and Intent of the specification.

I further certify that I am authorized to represent on behalf of my Company/Firm for the above mentioned tender and a valid Power of Attorney to this effect is also enclosed.

Yours faithfully,

(Signature, Date & Seal of Authorized  
Signatory of the Bidder)

Date:

We hereby accepted above  
(signature & seal of bidder)



Bharat Heavy Electricals Limited  
(A Government of India Undertaking)  
Boiler Auxiliaries Plant  
Ranipet-632406

**BHEL Tender Ref. No.: S192500002**

Enclosed: Power of Attorney

**ANNEXURE – 6**

**DECLARATION BY AUTHORISED SIGNATORY OF BIDDER**

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

-----  
To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub : **Declaration by Authorized Signatory regarding Authenticity of submitted documents.**

Ref : 1) BHEL GePNIC Bid No. & Date: .....  
2) All other pertinent issues till date

I/We, hereby certify that all the documents submitted by us in support of possession of “Qualifying Requirements” are true copies of the original and are fully compliant required for qualifying / applying in the bid and shall produce the original of same as and when required by Bharat Heavy Electricals Limited.

I / We hereby further confirm that no tampering is done with documents submitted in support of our qualification as bidder. I / We understand that at any stage (during bidding process or while executing the awarded contract) if it is found that fake / false / forged bid qualifying / supporting documents / certificates were submitted, it would lead to summarily rejection of our bid / termination of contract. BHEL shall be at liberty to initiate other appropriate actions as per the terms of the Bid / Contract and other extant policies of Bharat Heavy Electricals Limited.

Yours faithfully,

**(Signature, Date & Seal of  
Authorized Signatory of the Bidder)**

**Date:**

We hereby accepted above  
(signature & seal of bidder)



Bharat Heavy Electricals Limited  
(A Government of India Undertaking)  
Boiler Auxiliaries Plant  
Ranipet-632406

**BHEL Tender Ref. No.: S192500002**

**ANNEXURE- 7**

**NON-DISCLOSURE CERTIFICATE**

(To be Typed & submitted in the Letter Head of the Company/Firm of Bidder)

-----

I/We understand that BHEL **Ranipet** is committed to Information Security Management System as per their Information Security Policy.

Hence, I/We M/s.....  
..... who are submitting offer for providing services to BHEL **Ranipet** against BHEL GePNIC Bid No..... hereby undertake to comply with the following in line with Information Security Policy of **BHEL**.

- To maintain confidentiality of documents & information which shall be used during the execution of the Contract.
- The documents & information shall not be revealed to or shared with third party which shall not be in the business interest of BHEL **Ranipet**.

(Signature, date & seal of Authorized  
Signatory of the bidder)

**Date:**

We hereby accepted above  
(signature & seal of bidder)



Bharat Heavy Electricals Limited  
(A Government of India Undertaking)  
Boiler Auxiliaries Plant  
Ranipet-632406

**BHEL Tender Ref. No.: S192500002**

**ANNEXURE – 8**

**INTEGRITY PACT**

**Between**

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Siri Fort, New Delhi - 110049 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

**and**

\_\_\_\_\_, (description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

**Preamble**

The Principal intends to award, under laid-down organizational procedures, contract/s for \_\_\_\_\_

\_\_\_\_\_, The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitor(s), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**Section 1- Commitments of the Principal**

1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

We hereby accepted above  
(signature & seal of bidder)





**Bharat Heavy Electricals Limited**  
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**BHEL Tender Ref. No.: S192500002**

1.1.3 The Principal will exclude from the process all known prejudiced persons.

1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

**Section 2 - Commitments of the Bidder(s)/ Contractor(s)**

2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. 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.

2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) 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.

2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

We hereby accepted above  
(signature & seal of bidder)



Bharat Heavy Electricals Limited  
(A Government of India Undertaking)  
Boiler Auxiliaries Plant  
Ranipet-632406

**BHEL Tender Ref. No.: S192500002**

2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and will await their decision in the matter.

**Section 3 - Disqualification from tender process and exclusion from future contracts**

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

**Section 4 - Compensation for Damages**

4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/ Bid Security.

4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher.

**Section 5 - Previous Transgression**

5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

**Section 6 - Equal treatment of all Bidders/ Contractors / Sub-contractors**

6.1 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors. In case of sub-contracting, the Principal contractor shall be responsible for the adoption of IP by his sub-contractors and shall continue to remain responsible for any default by his subcontractors.

6.2 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

**Section 7 - Criminal Charges against violating Bidders/ Contractors /Subcontractors**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

We hereby accepted above  
(signature & seal of bidder)



**Section 8 -Independent External Monitor(s)**

- 8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality in line with Non- disclosure agreement.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 8.5 The role of IEMs is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter should be examined by the full panel of IEMs jointly as far as possible, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to CMD, BHEL, at the earliest. They may also send their report directly to the CVO and the Commission, in case of suspicion of serious irregularities requiring legal/ administrative action. IEMs will tender their advice on the complaints within 10 days as far as possible.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.

We hereby accepted above  
(signature & seal of bidder)



**Bharat Heavy Electricals Limited**  
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- 8.9 IEM should examine the process integrity; they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the organization should be looked into by the CVO of the concerned organisation.
- 8.10 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code/ Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.
- 8.12 The word 'Monitor' would include both singular and plural.

**Section 9 - Pact Duration**

- 9.1 This Pact shall be operative from the date IP is signed by both the parties till the final completion of contract for successful bidder and for all other bidders 6 months after the contract has been awarded. Issues like warranty / guarantee etc. should be outside the purview of IEMs.
- 9.2 If any claim is made/ lodged during currency of IP, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

**Section 10 - Other Provisions**

- 10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.
- 10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders / contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

We hereby accepted above  
(signature & seal of bidder)



**Bharat Heavy Electricals Limited**  
(A Government of India Undertaking)  
Boiler Auxiliaries Plant  
Ranipet-632406

**BHEL Tender Ref. No.: S192500002**

For & On behalf of the Principal  
(Office Seal)

Place----- Date-----

Witness: \_\_\_\_\_

(Name & Address ) \_\_\_\_\_

\_\_\_\_\_

For & On behalf of the Bidder/ Contractor  
(Office Seal)

Witness: \_\_\_\_\_

(Name & Address ) \_\_\_\_\_

\_\_\_\_\_

We hereby accepted above  
(signature & seal of bidder)



Bharat Heavy Electricals Limited  
(A Government of India Undertaking)  
Boiler Auxiliaries Plant  
Ranipet-632406

**BHEL Tender Ref. No.: S192500002**

**ANNEXURE – 9**

**DECLARATION CONFIRMING KNOWLEDGE ABOUT SITE CONDITIONS**

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: Declaration confirming knowledge about Site conditions

Ref: 1) BHEL GePNIC Bid Specification No: .....

2) All other pertinent issues till date

I/We, \_\_\_\_\_ hereby declare and confirm that we have visited the Site as referred in BHEL Tender Specifications and acquired full knowledge and information about the Site conditions including Wage structure, Industrial Climate, the Law & Order and other conditions prevalent at and around 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.

I/We, hereby offer to carry out work as detailed in above mentioned Tender Specification, in accordance with Terms & Conditions thereof.

Yours faithfully,

**(Signature, Date & Seal of Authorized  
Representative of the Bidder)**

Date:

Place:

We hereby accepted above  
(signature & seal of bidder)





Bharat Heavy Electricals Limited  
(A Government of India Undertaking)  
Boiler Auxiliaries Plant  
Ranipet-632406

**BHEL Tender Ref. No.: S192500002**

**ANNEXURE – 10**

**DECLARATION**

Date: \_\_\_\_\_

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir/ Madam,

Sub: Details of related firms and their area of activities

Please find below details of firms owned by our family members that are doing business/  
registered for same item with BHEL, \_\_\_\_\_ (NA, if not applicable)

1	Material Category/ Work Description	
	Name of Firm	
	Address of Firm	
	Nature of Business	
	Name of Family Member	
	Relationship	
2	Material Category/ Work Description	
	Name of Firm	
	Address of Firm	
	Nature of Business	
	Name of Family Member	
	Relationship	
...		

**Note:** I certify that the above information is true and I agree for penal action from BHEL in case any of the above information furnished is found to be false.

Regards,

(\_\_\_\_\_)

From: M/s \_\_\_\_\_

Supplier Code: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

We hereby accepted above  
(signature & seal of bidder)



Bharat Heavy Electricals Limited  
(A Government of India Undertaking)  
Boiler Auxiliaries Plant  
Ranipet-632406

**BHEL Tender Ref. No.: S192500002**

**ANNEXURE – 11**

**DECLARATION FOR RELATION IN BHEL**

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder failing which the offer of Bidder is liable to be summarily rejected)

-----  
To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: Declaration for relation in BHEL

Ref: 1) BHEL GePNIC Bid Specification No: .....

I/We hereby submit the following information pertaining to relation/relatives of Proprietor/Partner(s)/ Director(s) employed in BHEL

**Tick (v) any one as applicable:**

1. The Proprietor, Partner(s), Director(s) of our Company/Firm DO NOT have any relation or relatives employed in BHEL

OR

2. The Proprietor, Partner(s), or Director(s) of our Company/Firm HAVE relation/relatives employed in BHEL and their particulars are as below:

- i  
ii  
iii

**(Signature, Date & Seal of Authorized  
Signatory of the Bidder)**

**Note:**

1. Attach separate sheet, if necessary.
2. If BHEL Management comes to know at a later date that the information furnished by the Bidder is false, BHEL reserves the right to take suitable action against the Bidder/Contractor.

We hereby accepted above  
(signature & seal of bidder)



Bharat Heavy Electricals Limited  
(A Government of India Undertaking)  
Boiler Auxiliaries Plant  
Ranipet-632406

**BHEL Tender Ref. No.: S192500002**

**ANNEXURE – 12**

**DECLARATION REGARDING MINIMUM LOCAL CONTENT IN LINE WITH  
REVISED PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 DATED 04TH  
JUNE, 2020 AND SUBSEQUENT ORDER(S)**

(To be typed and submitted in the Letter Head of the Entity/Firm providing certificate as applicable)

To,  
(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

**Sub:** Declaration reg. minimum local content in line with Public Procurement (Preference to Make in India), Order 2017-Revision, dated 04<sup>th</sup> June, 2020 and subsequent order(s).

**Ref:** 1) BHEL GePNIC Bid Specification No: .....  
2) All other pertinent issues till date

We hereby certify that the items/works/services offered by..... (*specify the name of the organization here*) has a local content of \_\_\_\_\_ % and this meets the local content requirement for 'Class-I local supplier' / 'Class II local supplier' \*\* as defined in Public Procurement (Preference to Make in India), Order 2017-Revision dated 04.06.2020 issued by DPIIT and subsequent order(s).

The details of the location(s) at which the local value addition is made are as follows:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
- ...

Thanking you,  
Yours faithfully,

(Signature, Date & Seal of  
Authorized Signatory of the Bidder)

**\*\* - Strike out whichever is not applicable.**

**Note:**

1. Bidders to note that above format, duly filled & signed by authorized signatory, shall be submitted along with the techno-commercial offer.
2. In case the bidder's quoted value is in excess of Rs. 10 crores, the authorized signatory for this declaration shall necessarily be the statutory auditor or cost auditor of the company (in the case of companies) or a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies).
3. In the event of false declaration, actions as per the above order and as per BHEL Guidelines shall be initiated against the bidder.

We hereby accepted above  
(signature & seal of bidder)



Bharat Heavy Electricals Limited  
(A Government of India Undertaking)  
Boiler Auxiliaries Plant  
Ranipet-632406

**BHEL Tender Ref. No.: S192500002**

**ANNEXURE – 13**

**DECLARATION REGARDING COMPLIANCE TO RESTRICTIONS UNDER RULE 144 (xi) OF GFR 2017**

(To be typed and submitted in the Letter Head of the Entity/ Firm providing certificate as applicable)

-----

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

**Sub:** Declaration regarding compliance to Restrictions under Rule 144 (xi) of GFR 2017

**Ref:** 1) BHEL GePNIC Bid Specification No: .....  
2) All other pertinent issues till date

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. I certify that \_\_\_\_\_ (**SPECIFY THE NAME OF THE ORGANIZATION HERE**), is not from such a country/ has been registered with the Competent Authority (*attach valid registration by the Competent Authority, i.e., the Registration Committee constituted by the Dept. for Promotion of Industry and Internal Trade (DPIIT).*

I hereby certify that we fulfil all requirements in this regard and is eligible to be considered.

Thanking you,  
Yours faithfully,

**(Signature, Date & Seal of  
Authorized Signatory of the Bidder)**

**Note:** Bidders to note that in case above certification given by a bidder, whose bid is accepted, is found to be false, then this would be a ground for immediate termination and for taking further action in accordance with law and as per BHEL guidelines.

We hereby accepted above  
(signature & seal of bidder)



Bharat Heavy Electricals Limited  
(A Government of India Undertaking)  
Boiler Auxiliaries Plant  
Ranipet-632406

**BHEL Tender Ref. No.: S192500002**

**ANNEXURE – 14**

**BANK ACCOUNT DETAILS FOR E-PAYMENT**

(To be given on Letter head of the Company /Firm of Bidder, and **ENDORSED (SIGNED & STAMPED) BY THE BANK** to enable BHEL release payments through Electronic Fund Transfer (EFT/RTGS))

---

1. Beneficiary Name:
2. Beneficiary Account No.:
3. Bank Name & Branch:
4. City/Place:
5. 9 digit M ICR Code of Bank Branch:
6. IFSC Code of Bank Branch:
7. Beneficiary E-mail ID:  
(for payment confirmation)

**NOTE:** In case Bank endorsed certificate regarding above has already been submitted earlier, kindly submit photocopy of the same

We hereby accepted above  
(signature & seal of bidder)



Bharat Heavy Electricals Limited  
(A Government of India Undertaking)  
Boiler Auxiliaries Plant  
Ranipet-632406

**BHEL Tender Ref. No.: S192500002**  
**ANNEXURE – 15**

**POWER OF ATTORNEY for SUBMISSION OF TENDER**

(To be typed on non-judicial stamp paper of minimum Rs. 100/- and Notarized)

KNOW ALL MEN BY THESE PRESENTS, that 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/entering into Contract and inter alia, sign, execute all papers and to do necessary lawful acts on behalf of Company with M/s Bharat Heavy Electricals Ltd, Central Procurement Cell (CPC), in connection with..... vide BHEL GePNIC Bid 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.

IN WITNESS WHEREOF, the common seal of the company has been hereunto affixed in the manner hereinafter appearing on the document.

Dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_

Director/CMD/Partner/Proprietor

Signature of Mr. .... (Attorney)

Attested by: Director/CMD/Partner/Proprietor

Witness

Notary Public

We hereby accepted above  
(signature & seal of bidder)





Bharat Heavy Electricals Limited  
(A Government of India Undertaking)  
Boiler Auxiliaries Plant  
Ranipet-632406

**BHEL Tender Ref. No.: S192500002**

**ANNEXURE – 16**

**PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY**

(On non-Judicial paper of appropriate value)

Bank Guarantee No.....

Date.....

To

(Employer's Name and Address)

.....

Dear Sirs,

In accordance with the terms and conditions of Invitation for Bids/Notice Inviting Tender No.....<sup>1</sup>(Tender Conditions), M/s. .... having its registered office at .....<sup>2</sup> (hereinafter referred to as the 'Tenderer'), is submitting its bid for the work of.....<sup>3</sup> invited by .....<sup>4</sup>.(name of the Employer) through its Unit at .....(

The Tender Conditions provide that the Tenderer shall pay a sum of Rs ..... as Earnest Money Deposit in the form therein mentioned. The form of payment of Earnest Money Deposit includes Bank Guarantee executed by a Scheduled Bank.

In lieu of the stipulations contained in the aforesaid Tender Conditions that an irrevocable and unconditional Bank Guarantee against Earnest Money Deposit for an amount of .....<sup>5</sup> ..... is required to be submitted by the Tenderer as a condition precedent for participation in the said Tender and the Tenderer having approached us for giving the said Guarantee,

we, the .....[Name & address of the Bank]  
..... having our Registered Office at  
.....(hereinafter referred to as the Bank) being the Guarantor under this Guarantee, hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer without any demur, merely on your first demand any sum or sums of Rs.  
.....<sup>5</sup> (in words Rupees.....) without any reservation, protest, and recourse and without the beneficiary needing to prove or demonstrate reasons for its such demand.

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. ....

We hereby accepted above  
(signature & seal of bidder)



**Bharat Heavy Electricals Limited**  
(A Government of India Undertaking)  
**Boiler Auxiliaries Plant**  
**Ranipet-632406**

**BHEL Tender Ref. No.: S192500002**

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Vendor/Contractor/Vendors in any suit or proceeding pending before any Court or Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment hereunder and the Tenderer shall have no claim against us for making such payment.

We ..... Bank further agree that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Tender or to extend the time of submission of from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Tenderer and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Tenderer or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Tenderer or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Tenderer and notwithstanding any security or other guarantee that the Employer may have in relation to the Tenderer's liabilities.

This Guarantee shall be irrevocable and shall remain in force upto and including.....<sup>6</sup> and shall be extended from time to time for such period as may be desired by the Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Tenderer but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms hereof. However, unless a demand or claim under this Guarantee is made on us in writing on or before the .....<sup>7</sup> we shall be discharged from all liabilities under this Guarantee.

This Bank Guarantee shall be governed, construed and interpreted in accordance with the laws of India.

Courts at ..... shall alone have exclusive jurisdiction over any matter arising out of or in connection with this Bank Guarantee

We, ..... Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a. The liability of the Bank under this Guarantee shall not exceed.....<sup>5</sup> .....
- b. This Guarantee shall be valid up to .....<sup>6</sup>

We hereby accepted above  
(signature & seal of bidder)



Bharat Heavy Electricals Limited  
(A Government of India Undertaking)  
Boiler Auxiliaries Plant  
Ranipet-632406

**BHEL Tender Ref. No.: S192500002**

- c. Unless the Bank is served a written claim or demand on or before \_\_\_\_\_<sup>7</sup> all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank

We, \_\_\_\_\_ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of  
(Name of the Bank)

Date.....

Place of Issue.....

*1 Details of the Invitation to Bid/Notice Inviting Tender*

*2 Name and Address of the Tenderer*

*3 Details of the Work*

*4 Name of the Employer*

*5 BG Amount in words and Figures*

*6 Validity Date*

*7 Date of Expiry of Claim Period*

**Notes:**

1. Units are advised that expiry of claim period may be kept 3-6 months after validity date. It may be ensured that the same is in line with the agreement/ contract entered with the Vendor.
2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Contractor/sub-contractor /vendor/ Bank issuing the guarantee.
3. In line with the GCC, SCC or contractual terms, Unit may carry out minor modifications in the Standard BG Formats. If required, such modifications may be carried out after taking up appropriately with the Unit/Region's Law Deptt.
4. In Case of Bank Guarantees submitted by Foreign Vendors-
  - a. **From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India)** can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e., Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.

We hereby accepted above  
(signature & seal of bidder)



Bharat Heavy Electricals Limited  
(A Government of India Undertaking)  
Boiler Auxiliaries Plant  
Ranipet-632406

**BHEL Tender Ref. No.: S192500002**

- b.** From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)

**b.1** In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favor of the Indian Bank's (BHEL's Consortium Bank) branch in India. It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.

**b.2** In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.

**b.3** The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). The BG Format provided to them should clearly specify the same.

We hereby accepted above  
(signature & seal of bidder)



Bharat Heavy Electricals Limited  
(A Government of India Undertaking)  
Boiler Auxiliaries Plant  
Ranipet-632406

**BHEL Tender Ref. No.: S192500002**

**ANNEXURE – 17**

**BANK GUARANTEE FOR PERFORMANCE SECURITY**

(On non-Judicial paper of appropriate value)

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at \_\_\_\_\_<sup>1</sup> through its Unit at.....(name of the Unit) having awarded to ( Name of the Vendor / Contractor / Supplier ) with its registered office at \_\_\_\_\_<sup>2</sup> hereinafter referred to as the ' Vendor / Contractor / Supplier ', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No.....dated .....<sup>3</sup> valued at Rs.....<sup>4</sup> (Rupees -----) / FC.....(in words.....) for .....<sup>5</sup> (hereinafter called the 'Contract') and the Vendor / Contractor / Supplier having agreed to provide a Contract Performance Bank Guarantee, equivalent to .....% (.... Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

We, ....., (hereinafter referred to as the Bank), having registered/Head office at ..... and inter alia a branch at ..... being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer any sum or sums upto a maximum amount of Rs -----<sup>6</sup> ( Rupees -----) without any demur, immediately on first demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand.

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Vendor / Contractor / Supplier in any suit or proceeding pending before any

We hereby accepted above  
(signature & seal of bidder)



Bharat Heavy Electricals Limited  
(A Government of India Undertaking)  
Boiler Auxiliaries Plant  
Ranipet-632406

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Court or Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder and the Vendor / Contractor / Supplier shall have no claim against us for making such payment.

We the .....bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract/ satisfactory completion of the performance guarantee period as per the terms of the Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

We .....BANK further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Vendor / Contractor / Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Vendor / Contractor / Supplier and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Vendor / Contractor / Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Vendor / Contractor / Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Vendor / Contractor / Supplier and notwithstanding any security or other guarantee that the Employer may have in relation to the Vendor / Contractor / Supplier 's liabilities.

This Guarantee shall remain in force upto and including.....<sup>7</sup> and shall be extended from time to time for such period as may be desired by Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Vendor / Contractor / Supplier but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof.

Unless a demand or claim under this guarantee is made on us in writing on or before the .....<sup>8</sup> we shall be discharged from all liabilities under this guarantee thereafter.

This Bank Guarantee shall be governed, construed and interpreted in accordance with the laws of India.

We hereby accepted above  
(signature & seal of bidder)



**Bharat Heavy Electricals Limited**  
(A Government of India Undertaking)  
Boiler Auxiliaries Plant  
Ranipet-632406

**BHEL Tender Ref. No.: S192500002**

Courts at ..... shall alone have exclusive jurisdiction over any matter arising out of or in connection with this Bank Guarantee

We, ..... BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a. The liability of the Bank under this Guarantee shall not exceed.....<sup>6</sup>
- b. This Guarantee shall be valid up to .....<sup>7</sup>
- c. Unless the Bank is served a written claim or demand on or before .....<sup>8</sup> all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We, ..... Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of (Name of the Bank) Dated.....

Place of Issue.....

*1 NAME AND ADDRESS OF EMPLOYER i.e., Bharat Heavy Electricals Limited*

*2 NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.*

*3 DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE*

*4 CONTRACT VALUE*

*5 PROJECT/SUPPLY DETAILS*

*6 BG AMOUNT IN FIGURES AND WORDS*

*7 VALIDITY DATE*

*8 DATE OF EXPIRY OF CLAIM PERIOD*

**Note:**

1. Units are advised that expiry of claim period may be kept 3-6 months after validity date. It may be ensured that the same is in line with the agreement/ contract entered with the Vendor.
2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/Supplier /Bank issuing the guarantee.

We hereby accepted above  
(signature & seal of bidder)





Bharat Heavy Electricals Limited  
(A Government of India Undertaking)  
Boiler Auxiliaries Plant  
Ranipet-632406

**BHEL Tender Ref. No.: S192500002**

3. In line with the GCC, SCC or contractual terms, Unit may carry out minor modifications in the Standard BG Formats. If required, such modifications may be carried out after taking up appropriately with the Unit/Region's Law Dept.
4. In Case of Bank Guarantees submitted by Foreign Vendors-
  - a. **From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India)** can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.
  - b. From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)
    - b.1** In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favor of the Indian Bank's (BHEL's Consortium Bank) branch in India. It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.
    - b.2** In case, **Foreign Vendors intend to provide BG from** Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.
    - b.3** The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). The BG Format provided to them should clearly specify the same.

We hereby accepted above  
(signature & seal of bidder)



Bharat Heavy Electricals Limited  
(A Government of India Undertaking)  
Boiler Auxiliaries Plant  
Ranipet-632406

**BHEL Tender Ref. No.: S192500002**  
**ANNEXURE – 18**

**LIST OF CONSORTIUM BANK**

Sl. No.	NAME OF THE BANK
1	State Bank of India
2	Canara Bank
3	IDBI Bank Limited
4	ICICI Bank Limited
5	HDFC Bank Limited
6	Axis Bank
7	IndusInd Bank Limited
8	Bank of Baroda
9	Exim Bank
10	Indian Bank
11	Punjab National Bank
12	Union Bank of India
13	Yes Bank Limited
14	RBL Bank Ltd.
15	Standard Chartered Bank
16	Indian Overseas Bank
17	Kotak Mahindra Bank Limited
18	Federal Bank Limited
19	Hongkong and Shanghai Banking Corporation Ltd

We hereby accepted above  
(signature & seal of bidder)



**Bharat Heavy Electricals Limited**  
(A Government of India Undertaking)  
Boiler Auxiliaries Plant  
Ranipet-632406

**BHEL Tender Ref. No.: S192500002**  
**ANNEXURE 19**

**E-PAYMENTS**

- This annexure to the techno-commercial bid explains how to make e-payments to BHEL- Ranipet through SBI e-collect.
- Vendors (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 Charge) for every transaction. This may vary according to the MODE selected.
- Bidder's are requested to update themselves with the procedure through SBI website.

**STEP BY STEP PROCEDURE:**

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

1. Select **SB Collect** available on the top
2. Select PSU-Public Sector Undertaking
3. Filter by State "Tamilnadu"
4. Select BHEL BAP RANIPET
5. Give Inputs as per requirement.
6. 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 etc.).
7. Save & Keep the copy of receipt for future reference.

We hereby accepted above  
(signature & seal of bidder)



**Bharat Heavy Electricals Limited**  
(A Government of India Undertaking)  
Boiler Auxiliaries Plant  
Ranipet-632406

**BHEL Tender Ref. No.: S192500002**

**ANNEXURE-20**

**Format of Letter Confirming the Lien on Fixed Deposit Receipt  
(On the Letter Head of Bank)**

Reference No \_\_\_\_\_

Date:

To

M/s Bharat Heavy Electricals Limited,  
Finance Department, Administrative Building,  
Ranipet-632406.

Dear Sir /Madam,

We refer to the fixed deposit receipt (FDR) bearing no. \_\_\_\_\_ dated \_\_\_\_\_ for Rs. \_\_\_\_\_ issued in the name of Bharath Heavy Electricals Ltd. (BHEL) Ranipet-632406. Account of \_\_\_\_\_ (Name of the vendor)

We hereby agree and confirm that,

1. There is no lock in period for encashment of the said FDR.
2. The amount under the said FDR would be paid to you on demand, at any point of time before, or upon maturity, without any reference to the \_\_\_\_\_ (name of the vendor).
3. Encashment whether premature or otherwise would not require any clearance from any other authority / person.
4. We agree that on encashment of FDR, the interest accrued will also be released to you.
5. We agree that the FDR will be auto renewed for such period/s initially mentioned in the FDR and the intimation of such renewal shall be sent to BHEL, Ranipet-632406 and \_\_\_\_\_ (the name of the vendor) immediately after the renewal.
6. FDR will not be closed, encashed, changed or Discharged without the written permission / confirmation from M/s. BHEL, Ranipet.
7. We acknowledge and agree that the Lien created on the FDR shall be in force until BHEL, Ranipet gives us a Discharge Letter in this regard.

Yours faithfully,

Authorized Signatory  
(Bank Stamp/Seal)

This letter to be typed on Bank's letter head,  
Bank email id:  
Mobile no:  
Landline no:  
Address for communication:

We hereby accepted above  
(signature & seal of bidder)