

**BHARAT HEAVY ELECTRICALS LIMITED  
TIRUCHIRAPPALLI - 620 014  
CIVIL ENGINEERING DEPARTMENT (Factory)**

BHE: M: C: P:

Dt. 21 04 2022

To

**The Tenderer**

**Dear Sirs,**

Sub: **Cutting, removing and Taking away of Eucalyptus trees on sale basis at BHEL Complex**

Ref: Tender Schedule No. **CF: TS: 001 / 22-23**

\*\*\*\*\*

Please find enclosed / attached non-transferable tender document containing

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

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

**Physical submission of tender shall not be accepted.**

**EMD:**

EMD may be submitted in the form of

- (i) Electronic Fund Transfer credited in BHEL account (before Tender opening) or
- (ii) Demand Draft (DD) in favour of BHEL Trichy or
- (iii) Fixed Deposit Receipt (FDR) issued by schedule banks/ Public Financial Institutions as defined in the Companies Act

**(FDR should be in the name of the Contractor, a/c BHEL and affix one rupee (Rs.1/-) revenue stamp & sign on back side of FDR, In case, the same discharged FDR submitting second time as EMD "A Lien-Confirmation letter" issued from Bank must be submitted along with FDR). For vendors who are unsuccessful in the tender, who submitted FDR, it will be returned in person only.**

*In case of offline payments, the hardcopies of EMD documents i.e. DD/FDR submitted to **Manager / Civil / Factory / Planning**, 53 Building, Ground Floor, BHEL, Trichy-14 before tender opening and the soft-copies to be uploaded at the time of online bid submission, otherwise the tender will be summarily rejected.*

Bidder should arrange for the EMD as specified in the tender. The original EMD should be posted/couriered/given in person in a sealed cover **super scribing "Name of Work" "Enquiry number & date"** to the Tender Inviting Authority, within the bid submission date and time for the tender.

CONTRACTOR

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ACCEPTING OFFICER

**NOTE: - EMD waiver not applicable for MSE / NSIC / SSI vendors for this tender** (Hence, vendors should furnish EMD of specified amount without which their bids will not be considered).

The completed Techno - commercial Bid (QB & PB), along with required documents and EMD of **Rs. 43,250.00** (Rupees **Fourty Three Thousand Two Hundred Fifty only**) shall be uploaded in e-procurement portal on or before **02.05.2022 @ 10:00 Hrs.** The qualification bid will be opened on **02.05.2022 @14:00 hrs.** through e-procurement portal. In case of opening day falls on holiday or happened to be declared as a holiday, the receipt and opening of the tender shall automatically fall on the same timing of the next working day. Date and time of opening of the Price Bid shall be intimated only to the bidders those who have qualified after evaluation of the qualification bid.

Thanking you,

Yours faithfully

For and on behalf of  
BHARAT HEAVY ELECTRICALS  
LIMITED,  
Manager  
CIVIL / Factory / Planning  
BUILDING No. 53, Ground floor

**Bharat Heavy Electricals Limited**  
**High Pressure Boiler Plant**  
**Tiruchirappalli – 620 014. Civil Engineering Department (Factory)**  
**NOTICE INVITING E-TENDER**

<b>Part – I TECHNO COMMERCIAL BID (QB)</b>			
1.	Tender Schedule No.	:	<b>CF: TS: 001 / 22 - 23</b>
2.	Tender Type	:	Open Tender – Two Part (e-Tender)
3.	Name of Work	:	<b>Cutting, removing and Taking away of Eucalyptus trees on sale basis at BHEL Complex</b>
4.	Contract Value	:	<b>Rs. 21,62,500.00 + Applicable GST</b>
5.	Location of Work	:	BHEL – Trichy Complex
6.	Period of Contract	:	<b>06 (Six) Months</b> from the date of award of contract
7.	EMD	:	<b>Rs. 43,250.00 (Rupees Forty Three Thousand Two Hundred Fifty only)</b> EMD will not be waived off for MSE / NSIC / SSI vendors on submission of valid Documents.  (EMD shall be paid preferably in the NEFT form (Ref. Annex-A1 and the SBI-e-collect receipt shall be uploaded), EMD taken other the NEFT mode, should be forwarded in original, physically / couriered to Civil Township Office, on or before tender submission deadline. The scanned copy of the same should be uploaded in eProcurement site. For NEFT mode (failing to adhere to the above, will make the bid liable for rejection)
8.	Tender document Details	:	Qualification Bid: Pages 1 to 47 Price Bid: Pages 48 to 48
9.	Mode of submission of offer	:	<b>No Physical submission of tender, Tender only to be submitted electronically by logging to e-procurement portal <a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a></b>
10.	Contact details of queries related to tender	:	Smt. M. Shyamala Devi, Manager, Civil / FY. / Plng. 0431 257 5347; e-mail: <a href="mailto:shamalam@bhel.in">shamalam@bhel.in</a> Shri. V. Subramaniam, Sr. Manager / Civil / Fy. 0431 257 1012; e-mail: <a href="mailto:vsmn@bhel.in">vsmn@bhel.in</a>
11.	Contact details for queries related to scope of work	:	Shri. <b>K. Veerapandian</b> , Manager / Fy. / Civil Maint. 0431 257 8211; e-mail: <a href="mailto:kvpandian@bhel.in">kvpandian@bhel.in</a>
12.	Last Date for Receipt of Tender	:	<b>02.05.2022 / 10:00 Hrs.</b>
13.	Date of Techno Commercial Bid opening	:	<b>02.05.2022 / 14:00 Hrs.</b>
14.	MSE benefits if applicable	:	<b>Not Applicable</b>

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

CONTRACTOR

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ACCEPTING OFFICER

**Contractor Profile details -**

1.	Name of the Enterprise / Company / Firm.	To be filled in e-procurement portal
1.1.	Status of the Enterprise / Company / Firm.	To be filled in e-procurement portal
1.2.	Regd. Address of Enterprise / Company / Firm.	To be filled in e-procurement portal
1.3.	If offer is addressed from different address, as above, the same may specified,	To be filled in e-procurement portal
2	Details of documentary evidence submitted in support of Status of the Agency / Company / Vendor	Details to be filled and documentary evidence to be uploaded in e-procurement portal
<b>Following documents to be uploaded in e-procurement portal based on status of Agency / Company / Vendor</b>		
2.1	Are you / your partner involved whether as a proprietor / partner in other companies.	To be filled in e-procurement portal
3.	Landline/Mobile number(s)	To be filled in e-procurement portal
4.	E-mail Address	To be filled in e-procurement portal
5.	Name, Designation and Contact details of person signing the Tender (In case of authorized signatory, the copy of Power of Attorney (POA) should be uploaded as per Annexure-A3.)	To be filled in e-procurement portal
6.	<b>BHEL- Trichy Vendor Code:</b> (If vendor code is not available, kindly Submit the original NEFT/RTGS Format duly filled and signed in page No. 17 of this document along with cancelled cheque leaf	To be filled in e-procurement portal
If any vendors does not have ESI, EPF No., the vendor should produce a declaration in their Letter head (Page No. 8 below)		

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

Sl. No	Qualifying Criteria	Details	Status
A	<p><b>EMD - Rs. 43,250.00 (Rupees Fourty Three Thousand Two Hundred Fifty only)</b></p> <p><b>(Offer without EMD will be Rejected)</b> (EMD is not waived off for SME/NSIC/SSI/MSME vendors for this tender) <b>(NEFT is the preferred mode of payment for EMD)</b> EMD may be submitted in following ways: i) Electronic fund transfer credited in BHEL account (Before Tender Opening). (Refer Annexure-A1 for making EMD payment through SBI-E-collect) ii) In the form of DD / FDR (Along with offer) drawn in favour of BHEL - Trichy, payable at Trichy issued by Scheduled Bank / Nationalized bank / Consortium banks. <b>EMD in any other form (One Time EMD, BG for full value of EMD etc.) is not acceptable.</b></p>	<p>NEFT/RTGS PAYMENT DETAILS: OR DD/ FDR DETAILS:  (Details to be filled and documentary evidence to be uploaded in e-procurement portal)</p>	<p>uploaded / Not uploaded</p>
B	<b>Technical Competence</b>		
B1	<p><b>ESI, EPF, PAN GST</b> (Copy of ESI, EPF, PAN, GST to be uploaded. Declaration to be attached if Vendor is Exempted from paying GST. For such exempted vendor, Vendor cannot claim GST from BHEL, during the execution of the contract (if awarded) even if their status under GST changes to regular tax payer)</p>	<p>Details to be filled and documentary evidence to be uploaded in e-procurement portal</p>	<p>uploaded / Not uploaded</p>
B2	<p><b>Equipment's to be deployed by the Contractor in their Letter pad</b></p> <ol style="list-style-type: none"> <li>1. Chain Saw</li> <li>2. Pruner</li> <li>3. Saw</li> <li>4. Axe</li> <li>5. Billhook (Arival)</li> <li>6. Root Cutter (Ver vetti)</li> <li>7. Rope</li> <li>8. Alakku Arival etc.</li> </ol> <p>Necessary Safety Equipment's and PPE</p>	<p>Details to be filled and documentary evidence to be uploaded in e-procurement portal</p>	<p>uploaded / Not uploaded</p>

**DETAILS OF THE VENDOR TO BE FURNISHED**

	<b><u>COMPANY PROFILE</u></b>			
1	Sole Proprietorship	PAN / GST Registration	Details to be filled and documentary evidence to be uploaded in e-procurement portal	uploaded/ Not uploaded
2	Partnership	Registered Partnership Deed / Pan copy of all the partners to be furnished		uploaded / Not uploaded
3	Private Limited Company / Public Limited company / Public Sector / Govt. org	uploaded/ Not uploaded		uploaded / Not uploaded
4	<b>Income Tax Registration (PAN)</b> (Copy of PAN to be uploaded)			uploaded/ Not uploaded
5	<b>Goods &amp; Service Tax Registration (GST)</b> (Copy of GST Registration to be uploaded) (Declaration to be uploaded if Vendor is Exempted from paying GST. For such exempted vendor, Vendor cannot claim GST from BHEL, during the execution of the contract(if awarded) even if their status under GST changes to regular tax payer.)			uploaded/ Not uploaded
6	<b>Acceptance to Scope of work, Special and General Terms and Conditions of Contract.</b> (Duly signed and sealed copy of tender document to be uploaded)			uploaded/ Not uploaded
7	<b>"No deviation &amp; Declaration certificate"</b> on bidder's Letter head as per enclosed <b>Annexure-A2</b> of tender document (Duly signed and sealed copy to be uploaded.)			uploaded/ Not uploaded
8	E Format for "Acceptance for Electronic fund transfer/ RTGS Transfer"			uploaded/ Not uploaded
9	Original cancelled cheque leaf (Applicable for New vendor)			uploaded/ Not uploaded
10	EPF & ESI details / Declaration			uploaded/ Not uploaded
11	Documentary proof for company / firm / proprietorship			uploaded/ Not uploaded
12	NEFT bank format (if applicable)			uploaded/ Not uploaded
13	Power of Attorney for signing tender (if applicable)			uploaded/ Not uploaded
14	Local supplier self declaration			uploaded/ Not uploaded
15	Declaration for non-cartelization			uploaded/ Not uploaded
16	E invoice Declaration			uploaded/ Not uploaded

**Note:**

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

**SPLITTING OF WORK : No splitting of work.  
The entire work will be awarded to H1 vendor only.**

**REVERSE AUCTION : NO**

**FORMAT FOR EPF & ESI DECLARATION**

**(To be given in Vendors Letter head** if not possessing EPF / ESI / Both (EPF & ESI) at the time of submission of the tender)

To:

Manager / CIVIL / FY. / PLANNING  
Bharat Heavy Electricals Limited  
Unit: Tiruverumbur  
TIRUCHIRAPPALLI - 620 014.

Sir,

Sub: Declaration of EPF & ESI Submission - Reg.

At this time of submission of this tender -----(Tender Schedule No) I/We, -----  
(Company Name) am / are not possessing the EPF / ESI / Both (EPF & ESI). I hereby declare that I will submit the EPF / ESI / Both (EPF&ESI) registration copy before placing of Work order / Commencement of Work. I / we am/are also aware that payment for work done will not be processed by BHEL without submission of EPF&ESI data paid to my / our employees engaged to the corresponding BHEL contract.

Thanking you,

Yours Truly,  
For and On behalf of,

Company name & seal

Date:

Place:

**Local Supplier Self-Declaration**

<b>Tender Schedule No.</b>	<b>CF: TS: 001 / 22 - 23</b>
<b>Tender hosted Date</b>	<b>21.04.2022</b>

In line with Government public procurement order Number P-45021/2/2017-B.E-II dated 15.06.2017, and further modified order dt. 28.05.2018 & 04.06.2020. I / We hereby declare that I / We are a "Local Supplier" meeting the requirement of minimum local content (.....%) defined in the above government notification for the goods/services/works against above mentioned enquiry Number.

Details of location at which local value addition will be made is as follows:

Door No.	
Street / Address 1	
Street / Address 2	
District	
State	
Country	
PIN Code	

We also understand that the false declarations will be considered as breach of Integrity and liable for action.

**For Company Name:**

**Seal:**

**Signature:**

**Date:**

**Place:**

(Please fill all the yellow color field)

**Declaration for Non-Cartelization**

To:

The Manager  
CIVIL / FY. / PLANNING  
BUILDING No. 53, Ground floor  
BHEL, Trichy - 14.

Sir,

At this time of submission of this tender ----- (Tender Schedule No) I / We, -----  
(Company Name) declares that we will not enter into any illegal or undisclosed agreement or  
understanding, whether formal or informal with other Bidder(s). This applies in particular to prices,  
specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other  
actions to restrict competitiveness or to introduce cartelization in the bidding process.

In case, I / We ----- (Company Name), am / are found having indulged in above  
activities, suitable action shall be taken by BHEL as per extant policies / guidelines.

Thanking you,

Yours Truly,  
For and On behalf of,

Company name & seal

Date:

Place:

## E- Invoice Declaration

To:

The Manager  
CIVIL / FY. / PLANNING  
BUILDING No. 53, Ground floor,  
BHEL, Trichy – 14.

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

Dear Sir,

1. We hereby confirm that our Aggregate Turnover is less than 100 Crore & we are not mandated to issue E-Invoice (as per Rule No: 48 (4) of CGST Rules) w.e.f. 01/01/2021 as notified in Notification No: 61/2020-CT dated 30/07/2020.
2. We hereby confirm that our Aggregate Turnover is more than 500 Crore & we are mandated to issue E-Invoice (as per Rule No: 48 (4) of CGST Rules) w.e.f. 01/10/2020 as notified in Notification No: 61/2020-CT dated 30/07/2020. Hence, all our tax invoices issued w.e.f. 01.10.2020 will contain/ contains the QR Code, IRN, Signature obtained from *Invoice Registration Portal (IRP)* & will comply with requirements stipulated in Rule No: 45 & 48 of CGST Rules, 2017.
3. We hereby confirm that our Aggregate Turnover is more than 100 Crore but less than 500 Crore & we are mandated to issue E-Invoice (as per Rule No: 48 (4) of CGST Rules) w.e.f. 01/01/2021 as notified in Notification No: 88/2020-CT dated 10/11/2020. Hence, all our tax invoices issued w.e.f. 01.01.2021 will contain the QR Code, IRN, Signature obtained from *Invoice Registration Portal (IRP)* & will comply with requirements stipulated in Rule No: 45 & 48 of CGST Rules, 2017.

Thanking you,

Yours Truly,  
For and On behalf of,

Company name & seal

Date:

Place:

*(Strike out whichever is not applicable)*

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

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

**STEP BY STEP PROCEDURE:**

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

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

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

(PLEASE CHECK THE STATUS BEFORE MAKING PAYMENT SECOND TIME)

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

**No deviation and Declaration to be given by vendor in vendor's letter head****Name of work:** .....**Tender Schedule No:** .....

We, the vendor, do hereby declare that we do not have any deviations to the tender terms and conditions as per

1. Technical Bid-Qualifying Criteria-Price bid
2. Special and General terms & Conditions of Contract

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

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

1. We do hereby confirm that we will pay (i) at least the minimum wages (minimum basic wages + minimum DA) to all the persons engaged (Un Skilled / Semi-Skilled / Skilled /Supervisor category) by us in the above contract as per the Tamilnadu Government Minimum Wages Act - 1948 & also as per any revisions made by the State Govt. from time to time and (ii) Bonus as per the Bonus Act-1965 along with Wage.
2. ESI, PF & Bonus (both Employer and Employee contributions) amounts are to be remitted for total wages to be paid as mentioned in (i) & (ii) of point 1 and challans to be produced along with invoices for all the respective persons engaged in the above contract.
3. The quoted amount in this tender will remain firm throughout the entire Contract period and no extra payment against service charges will be claimed from BHEL under any circumstances from our end.
4. We, the contractor, will disburse the salary/wages to all the persons engaged in the contract ONLY through nationalized banking channel in their respective accounts & the relevant Bank statement / proof for Bank payment will also be produced along with PF and ESI challans to the Welfare Section every month for processing our invoices for payment.
5. We will pay the previous month salary in full to our employees before 7th of every month and will not adjust any advance / loan / repayment due by the employee to us.
6. All the payments to the persons engaged in the contract will be paid ONLY through nationalized bank. No other mode of payment (hand payment / account transfer as advance payment or any other) is acceptable as salary.
7. In case we fail to pay the minimum wages to all the persons engaged in the contract which includes Minimum wages with ESI and PF (both Employee and Employer contributions) for every month including Bonus, BHEL has the right to recover from the outstanding payments to us either under this Contract or in any other Contract(s) or from Security Deposit or from both. In case this amount is insufficient for such recoveries, we shall make good the balance amount by actual payment. In addition, BHEL, Trichy may recover the said amounts through other running contracts from BHEL's sister units.
8. We also confirm to all the Terms & Conditions as per your above referred Enquiry & as per our offer submitted against the same.
9. We also declare that, we have not been suspended or black listed or issued with Show Cause Notice by BHEL Trichy-14 or any other BHEL Unit or any PSU / Government organization.

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

**POWER OF ATTORNEY**

**(To be typed on company's letter head)**

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

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

Director / CMD / Partner / Proprietor

Signature of Mr.....(Attorney)

Attested by: Director / CMD / Partner / Proprietor





**BHARAT HEAVY ELECTRICALS LIMITED  
TIRUCHIRAPPALLI - 620 014  
CIVIL ENGINEERING DEPARTMENT (FACTORY)**

**SECTION 2 - PREAMBLE**

**TENDER CONDITION**

1. **The scope of work involves *Cutting, removing and Taking away of Eucalyptus trees on sale basis at BHEL Complex***
  - i. The contractor is required to carry out tender activities as directed by the department officials. It is required to engage certain minimum strength of staff for effective supervision of works.
  - ii. If the Contractor back outs after opening of tender, the contractor is liable for forfeiture of the EMD paid.
  - iii. BHEL reserves the right to increase or decrease the tendered quantity.
  - iv. BHEL does not guarantee ordering of any minimum quantity.

**Note:**

1. The contract will be awarded for a period of **Six months** from the date of ordering.
2. The quoted rate shall be valid up to **Three months** from date of Tender opening.
3. The rates shall remain firm for the entire period of the contract
4. If the Contractor back outs after opening of tender, the contractor is liable for forfeiture of the EMD paid.
5. BHEL reserves the right to increase or decrease the tendered quantity.
6. **BHEL does not guarantee ordering of any minimum quantity.**
7. Income Tax deduction at source as applicable in the IT Act from time to time will be made on the value of the bills in the absence of Income Tax Exemption Certificate from the concerned IT officer.
8. All the Statutory Obligations such as ESI, PF, Labor Acts, Factories Act, **Goods & Services tax (GST)**, etc. will have to be taken care of by the vendor. BHEL will have no liability on them. Notwithstanding the above, if any demand notice is served by the concerned Statutory Authorities for recovery of any of their dues on BHEL, the same would be paid to the statutory authorities without notice to the vendor and recovered as a due from any pending / future bills.
9. In case contract is not executed by vendor after award and acceptance of contract, BHEL may exercise the right to forfeit EMD, **Caution Deposit** / BG of such contractors and also suitable action will be taken by BHEL on those Contractors as deemed fit.
10. BHEL reserves the right to reject the tender, if it contains any tampering to the tender documents submitted by the bidder, at any stage.
11. BHEL reserves the right to cancel the tender or reject the Highest/lowest or any tender in full or in part without assigning any reasons whatsoever.

12. **Taxes & Duties :**

The item rates indicated in this Bill of Quantities are only basic price excluding GST. The GST and any other taxes if any shall be paid by you extra at the rates applicable from time to time. Also Income Tax at source at applicable rate with surcharge shall be collected and remitted to the Income Tax department and TCS shall be issued. In case of any exemption from TCS, same may be produced in Original for not collecting the Income Tax.

**The percentage rate quoted shall not include applicable GST.**

13. **All taxes and duty other than GST & GST Cess**

The contract price shall be inclusive of all (save the specific exclusions as enumerated in this contract) taxes, fees, license charges, deposits, duties, tools, royalty, Octroi, commissions or other charges which may be levied on the input goods consumed and output goods delivered in the course of Works Contract. In case BHEL is forced to pay any of such taxes, BHEL shall have the right to recover the same from the contractors bills or otherwise as deemed fit.

14. **Payment Terms :**

A circulating advance payment of **30% of the quoted value** shall be made in the form of DD in favour of BHEL, Trichy. (e.g.) After exhausting the first advance of 30% of the quoted value, second advance of 30% of the quoted value shall be paid before taking the work. Applicable GST to be paid by the vendor.

15. **Bonus Clause, PVC & ORC :**

The Bonus clause, PVC & ORC are not applicable for this tender.

- Expenses incurred by bidder towards preparation of bid incidental to tender irrespective of whether it is accepted or not, shall be borne by vendor only.
- The offers of the tenderer / bidders who are on the banned list and also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site ([www.bhel.com](http://www.bhel.com) → Tender Notification → List of Banned Firms).
- The Parties who have been suspended or black listed or issued with "Show Cause Notice" by BHEL Trichy-14 or any other BHEL Unit will not be allowed to participate in the Tender and the bidder should declare the same in the Tender. Even during the course of evaluation / finalization of Tender if it is found that some of the parties are black listed / barred from business transactions / under business hold, BHEL will not consider them for further participation in the Tender.
- Similarly, the offers of the bidders who are suspended (under hold/ delist) for business dealings by BHEL shall not be considered. Please note that lifting/ restoration of suspension (Ban/Hold/ De-list) of business dealing is not automatic after expiry of specified suspension period. Hence, vendor shall be considered as suspended for business till suspension is lifted by BHEL in writing on specific request of the vendor as per extant guidelines.
- The contractor should extend full co-operation to the other contractors who may be doing other works in the same areas to enable them to execute their portions of work without any delay or difficulty.
- Contractor has to ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, experience etc. acceptable to concerned department.
- Contractors are advised that contract labours must be employed without any discrimination on caste or creed or religion or gender basis.
- The contractor shall submit police verification certificate in respect of the persons, engaged for first time by the contractor, for delivering services.

- The contractor by submitting the tender undertakes that, they had never been found guilty by a court of law in India for any offence in involving fraud, dishonesty and moral turpitude. If at a later date, if it comes to the notice of BHEL about any such occurrences on the subject bidder, BHEL will have every right to reject the offer of such vendors at any point of time.
- The Contractor shall ensure that his workmen movement is restricted to their relevant work areas only & shall vacate the premises after the shift is over.

**SPECIAL TERMS & CONDITIONS OF CONTRACT:**

The contractor shall note all the points as detailed below before submitting their offer for this sale order

1)	The above works shall be done only for the trees / branches identified by the Horticulture-in-charge in areas nearby building walls, railway line, road sides, telephone and power line, water and drainage pipe line, in open grounds, parasitic, insects and disease attacked trees / branches and new construction site wherever necessary. BHEL officials have the final authority in deciding / categorizing items as per Bill of Quantities.
2)	The trees are to be cut at 1 to 2 feet from the ground level at locations instructed by Engineer-in-charge.
3)	The scope of the work includes cleaning of all wastage generated during the above operations including twigs, dried leaves and associated debris, etc., and disposing them within a lead of 100 meters, in the specified low lying areas nearby and or destroying them safely as per standard practice and instruction of Officer-in-charge. The rate shall also include cost of all labour, loading, leading to weighment and taking away to their destination, conveyance by contractor's own lorry for all distances etc. complete. Material to be taken away from BHEL area will be weighed and charged for each items as per quoted rates plus applicable GST.
3)	Cut trees, stems, branches, twigs and all other associated wastes should be cleared of from the site immediately within seven days, otherwise the same will be done through other agencies at your risk and cost / penalty will be levied at 5% of the cost per week.
4)	The place of work may be at anywhere in BHEL premises i.e. HPBP, New Plant, FCB, WRI, CCDP, MHD, HRDC, RPS, OHS, R&D, SSTP, Township and other areas but the weighment shall be done only at weigh bridge near East Gate and disposed of through East Gate. In case of any break down at East gate alternatively it will be weighed either at SSTP or at RPS.
5)	The contractor shall approach for security witness and staff of weigh bridge with prior intimation to us for loading, weighment and taking away the wood with necessary gate passes.
6)	The sale order shall be executed between 06.00 Hrs. and 18.00 Hrs. on any working day, but the gate passes should be made ready with the materials to be taken away before 16.30 Hrs. on that particular day
7)	To cater our emergency needs as and when required the contractor or his duly authorized agent shall be available at any time or shall inform his whereabouts for our urgent needs if necessary.
8)	The contractor shall follow all safety regulations.
9)	A circulating advance payment of <b>30% of the quoted value</b> shall be made in the form of DD in favour of BHEL, Trichy. (e.g.) After exhausting the first advance of 30% of the quoted value, second advance of 30% of the quoted value shall be paid before taking the wood. Applicable GST to be paid by the vendor.
10)	Contractor should make his own arrangement for cutting the trees from the places as shown by us, loading, transporting, weighing and taking from our area and other connected activities including the debris clearance for the concerned areas thereof at contractor's own cost. In case of failure to do so, same shall be carried out by BHEL and the cost with additional penalty shall be recovered and adjusted against the advance.
11)	The item rates indicated in this list of items are only basic price. The GST and any other taxes if any shall be paid by the contractor extra at the rates applicable from time to time. In case of concessional tax is applicable, it can be charged provided the required forms are submitted to BHEL. Also Income Tax at source at applicable rate with surcharge shall be collected and remitted to the Income Tax department and TCS shall be issued. In case of any exemption from TCS, same may be produced in Original for not collecting the Income Tax.
12)	The contractor shall remit PF & ESI contributions (both for employer and employee) for the workmen engaged in this work if applicable.

13)	The rate quoted should be valid for a minimum period of 90 days from the due date of Tender opening. No bidder is permitted to withdraw their offer within the validity period of the tender or before finalization of the order. In such case EMD will be forfeited and bidder will be blacklisted.
14)	The delivery of the material will be given only during General shift working hours on working days.
15)	The buyer is not permitted to resell the material within BHEL premises. The buyer has to take delivery of the material by them.
16)	All taxes due under provisions of local law as applicable at the time of collection and transportation of the materials shall be payable by the contractor.
17)	BHEL shall not be responsible for any accident. Contractor shall provide all amenities to the workmen as per statutory requirement at their cost. Contractor should strictly follow the security, safety rules and regulations of BHEL.
18)	BHEL reserves the right to withdraw from sale without assigning any reasons.

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

### **GENERAL TERMS & CONDITIONS OF CONTRACT**

#### **1. Definition:**

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

- i. 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.
- ii. 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 within the power conferred upon him including all notified or additional items of works and obligations to be carried out as required for the performance of contract.
- iii. 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.
- iv. "The Officer-In charge" means, the Officer deputed by the respective area **HOD** to supervise the work or part of the work.
- v. "Approved" and "Directed" means, the approval or direction of the respective area **HOD** or person deputed by him for the particular purposes.
- vi. "BHARAT HEAVY ELECTRICALS LIMITED" (hereinafter referred to as BHEL) shall mean the Board of Directors, Chairman, Executive Director, General Manager or, other Administrative Officer of the said Company including SM / Civil Planning Design and QC authorized to invite tenders and enter into contract for works on behalf of the Company.
- vii. The "Contract sum" means, the sum accepted or the sum calculated in accordance with the prices accepted in tender and / or the contract rates as payable to the contractor for the execution of the work during the currency of the contract.
- viii. A "week" means, Seven Days, without regard to the number of hours worked or not worked in any day in that week.
- ix. A "day" means, the day of 24 hours (TWENTY-FOUR) irrespective of the number of hours worked or not worked in that day.

#### **2. Heading to the Contract Conditions:**

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

#### **3. DEVIATIONS:**

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

#### **4. Work to Be Carried Out:**

The Contract shall include all labour which may be required for the execution of the work.

The Contractor will be deemed to have satisfied himself as to the nature of the site, local facilities of access and all matters affecting the execution of the work. No. extra charges consequent on any misunderstanding in these respects or otherwise will be allowed.

**5. Assignment of Transfer of Contract:**

The Contractor shall not, assign or transfer the contract or any part thereof, or any share, or interest thereon to any other persons.

**6. Sub-Contract:**

The Contractor shall not sublet any portion of the contract.

**7. 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 statutory regulations or by-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

**8. CAUTION DEPOSIT:**

Caution deposit is a Deposit amount retained by the company for the Security purpose. If Any Fine / Recovery insisted by Engineer-in-charge will be recovered from Caution Deposit and / or Circulating Advance.

After the Recovery, the Caution Deposit amount is decreased if any, the same should be top-uped by the vendor or will be adjusted from the circulating advance.

The Earnest Money Deposit (EMD) will be refunded to the unsuccessful tenderers within 15 days of acceptance of the award of work by successful tenderer / expiry of offer validity period.

Caution Deposit amount = Earnest Money Deposit (EMD) and will not carry any interest.

EMD of the successful tenderer shall be converted as Caution Deposit. This Caution deposit excludes circulating advance payment of 30% of the quoted value.

**Caution deposit Amount will be refunded only after the successful completion of their work certified by the Engineer – in – charge.**

**9. Earnest Money Deposit:**

**EMD is to be paid by tenderers for securing fulfilment of any obligations in terms of the NIT.**

**Earnest Money is to be paid by each tenderer to ensure that the tenderer does not refuse to execute the work after it is awarded to him.**

Rates of EMD shall be as under:

<i>For works / services costing upto Rs 10 Crs</i>	<i>2% of the estimated cost</i>
<i>For works / services with costing more than Rs10 Crs</i>	<i>Rs 20 lakhs plus 1% of the estimated cost over Rs 10 Crs</i>

*Mode of Deposit:*

*The EMD may be accepted only in the following forms:*

EMD may be submitted in the form of

- a) ~~Cash deposit under the extent Income Tax Act (before Tender opening)~~ or*
- b) Electronic Fund Transfer credited in BHEL account (before Tender opening) or*
- c) Bankers Cheque/Pay order/Demand Draft (DD) in favor of BHEL Trichy (along with offer) or*

- d) *Fixed Deposit Receipt (FDR) issued by schedule banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL and affix one rupee (Rs.1/-) revenue stamp & sign on back side of FDR).*

*In addition to above, EMD in excess of Rs. Two lakhs may also be accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for at least six months.*

*EMD by the Tenderer will be forfeited if,*

- a) *After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.*
- b) *The Contractor fails to deposit the required Caution deposit or commence the work within the period as per Sale order.*

*EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.*

a) *EMD shall not carry any interest.*

b) *Earnest Money Deposit (EMD) of the successful tenderer will be retained as Caution deposit and it will be refunded only after successful completion of contract / sale order certified by Engineer-in-charge.*

## **10. GOODS & SERVICE TAX (GST) REGISTRATION & COMPLIANCE**

1. Supplier shall mention their GSTN registration number in all their invoices and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No which is linked/uploaded in GSTN network shall be clearly indicated), item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, etc.
2. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature) / SAC code (Services Accounting Code).
3. A declaration to the effect that all invoice particulars are/were uploaded in the GSTN network/ portal & all tax liability as per GST rules and regulations have been and will be discharged, shall be mentioned in the invoice. If not mentioned in the invoice, a separate declaration shall be submitted as per the requirement of BHEL.
4. In case of discrepancy in the data uploaded by supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal) for the shortages or rejections in the suppliers, within the calendar month notified by BHEL.

For any such delay in availing of tax credit for reasons attributable to supplier (as mentioned above), interest (calculated @ SBI Base Rate + 6%) along with penalty if any will be deducted for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills.

## **11. Orders under the Contract:**

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

**12. Contractor's Supervision:**

1. The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to BHEL Officials.
2. Orders given to the Contractor's agent shall be considered to have the same force as if they have been given to the Contractor himself.
3. The Contractor or his accredited agent shall attend when required without making any claim for doing so to the OFFICER-INCHARGE, to receive instructions.
4. The respective area HOD shall have full powers and without assigning any reason, requires 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.

**13. Payment to employees engaged by the contractor:**

1. The Contractor shall remain liable for the payment of all wages and other payments in connection with the employees engaged by him and with regard to the work.
2. The Contractor shall comply with the applicable provisions of Payment of Wages Act-1936, Minimum Wages Act-1948, Employees' Liability Act-1938, Employees' Compensation Act-1923, Payment of Bonus, EPF and Miscellaneous Provisions Act-1952, Employees' State Insurance Act-1948 and other relevant Acts and rules framed, thereunder from time to time.
3. Contractor shall be responsible for making payment of wages within 7days from the last day of wage period and shall obtain the signature at the end of entries in the wage register from area in-charge of contract operating department.
4. Contract labours has to sign the filled in wage register in front of the area in-charge of contract operating department and area in-charge should certify the wage register for payment to the Contract labours only after signed by all the contract labours in filled wage register
5. Contractor shall have/ obtain license under the Contract Labour (Regulation and Abolition) Act-1970.
6. If the Contractor employs more than twenty employees, he has to obtain License to this effect from the Factory Inspectorate and renew the same periodically.
7. Each contract employees must have his own PF and ESI Codes and comply with the relevant Acts.
8. The Contract workers should be fully aware of safety measures and observe all safety precautions during work. The Contractor should also make his own arrangements to provide requisite safety devices to the workers, based on the nature of work. Any accident/incident occurring to his workers in Company's premises should be reported in writing by the Contractor to Safety, Welfare and Line Executive concerned.
9. Contractor shall maintain proper records of PF, EDLI, Pension, ESI contribution, administrative charges etc., wherever applicable and shall produce proof of deductions as well as remittances. Contractor shall issue wage slips to his employees. Indicative lists as follows, which shall be maintained neatly, completely and legibly for inspection by various statutory authorities and the company officials even at short notice:

- a) Form XIII - Register of Workmen employed by contractor (Rule 75)
- b) Form XIV - Employment card issued by contractor (rule 76)
- c) Form XVI - Muster Roll (Rule 78(1) (a) (i))
- d) Form XVII - Register of Wages (Rule 78(1) (a) (i))
- e) Form XVIII - Register of wages-cum Muster Roll (in case of weekly Payment)
- f) Form XIX - Wage Slip (Rule 78) (b)
- g) Form XX - Register of deduction for damages of loss (Rule (78) (1) (a) (ii))
- h) Form XXI - Register of files (Rule 78) (1) (a) (ii)
- i) Form XXII - Register of advance (Rule 78) (1) (a) (ii)
- j) Form XXIII - Register of overtime (Rule 78) (1) (a) (iii)
- k) Form XXIV - Return to be sent by the contractor to licensing officer (Rule 82)
- l) any other records/registers required to be maintained by the contractors under statutory provisions applicable to him.

**14. Precautions against Risk:**

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

**15. Damage & Loss to Private Property & Injury to workmen:**

The Contractor shall at his own expense reinstate and make good to the satisfaction of the respective area **HOD** and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Employees Compensation Act or otherwise.

**16. Laws Governing the Contract:**

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

**17. 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 of the following cases and the Contractor shall be liable to make payment to BHEL for any loss or damage resulting from any such cancellation to the same extent as provided in the case of cancellation for default.

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 having borne to do any act, in relation to the obtaining or execution of this or any other contract for BHEL service,

OR

- b. Enter into 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. To obtain' a contract with BHEL as a result of ring tendering or by non-bonafide methods of competitive tendering, without first disclosing the fact in writing to BHEL.

**18. 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 Court shall make an order for the liquidation of its assets, or a receiver or Manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or Manager.

OR

- c. Assigns, Transfers, Sublets or attempts to assign, transfer or sublet any portion of the work.
- d. Whenever BHEL exercises the authority to cancel the contract under these conditions, BHEL may have the work done by any means at the Contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by the respective area **HOD**) being less than the contract cost, the advantage shall accrue to BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by the respective area **HOD** or the same shall be recovered from the Contractor by other means.
- e. 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 BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the respective area **HOD** whose decision shall be final and conclusive.
- f. Labour engaged by the contractor should be disciplined & exhibit good behaviour in dealing with employees of BHEL. Any misbehaviour or undesirable conduct of any person engaged by the contractor is reported, contractor shall change that person immediately or else it may even lead to termination of the contract & in such case **Caution deposit** will be forfeited as penalty.

**19. Cancellation of Contract in Part or 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 the respective area **HOD** or his authorized representative:
- b) fails to comply with any of the terms & conditions of the contract or failure to comply orders after reasonable notice in writing with orders properly issued thereunder:

BHEL, may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the contract as whole or in part thereof or only such work order or items of work in default from the contract. Whenever BHEL exercises the authority to cancel the contract as a whole or part under this condition, BHEL may complete the work at the contractor's risk and cost (as certified by the respective area **HOD** which is final and conclusive) being less than the contract cost, the advantage shall accrue to BHEL. If the cost exceeds the money due to the Contractor under this contract, the Contractor shall either pay the excess amount ordered by the respective area **HOD** or the same shall be recovered from the Contractor by other means. In case BHEL carries out the work or any part thereof

under the provisions of the conditions the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or labour provided by BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the respective area **HOD** whose decision shall be final and conclusive.

**20. Termination of Contract on Death of Contractor:**

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

**21. 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 respective area **HOD** shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the foreclosing of the work.

**22. Recovery from Contractor:**

Whenever under the contract, any sum of money, shall be recoverable from or payable by the Contractor, 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 **Caution** Deposit unless the contractor pays the claim on demand.

**23. 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.

**24. 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, Earthquake 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 thereof neither of the parties shall by reason of such event be entitled to terminate this Contract or claim for damages against the other in respect of such non-performance or delay for such period. 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 may be granted for periods considered reasonable by the respective area **HOD** at his discretion subject to prompt notification by the contractor.

**25. Arbitration:**

Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Tiruchirappalli.

The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made there under and for the time being in force

shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be Tiruchirappalli (the place from which the contract is issued)

The cost of arbitration shall be borne as per the award of the Arbitrator. Subject to the arbitration in terms of Clause above, the Courts at **Tiruchirappalli** (PI incorporate the name of the place where the Principal Civil Court having ordinary original civil jurisdiction to decide questions forming subject matter of the arbitration is located) shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.

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

**In case of contract with Public Sector Enterprises (PSE) or a Government Department, the following shall be applicable: -**

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred by either Party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the Parties to the dispute, provided, however, any Party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the Parties hereto finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

**26. JURISDICTION:**

In case of any suit or other legal proceedings arising under or relating to this Contract, the courts at Trichy, Tamil Nadu only shall have the Jurisdiction and is only after exhausting the, Arbitration Clause.

**27. 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 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.

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.

**28. Signing of Sale order related works:**

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

## 29. LIQUIDATED DAMAGES (LD)/PENALTY:

If the contractor fails to complete the service/work as per terms & conditions of the order within the delivery schedule,

LD for penalty clause is applicable as per General Conditions' of contract (Clause 41) which is reproduced below.

### **"GCC- Clause 41- Compensation for Delay:**

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

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

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

- a. Completion period (as originally-stipulated) -- at 1 percent per week.  
Not exceeding 6 months.
- b. Completion period (as originally-stipulated) -- at ½ percent per week  
Exceeding 6 months and not exceeding 2 years.
- c. Completion period (as originally-stipulated) -- at ¼ percent per week  
Exceeding 2 years.

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

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

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

## 30. FRAUD PREVENTION POLICY:

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

Fraud Prevention policy and List of Nodal Officers shall be hosted on BHEL website, vendor portals of Units / Regions intranet.

## 31. RISK PURCHASE:

- a) In the event of any successful Tenderer's failure to fulfil any of the tender / Contract obligations as per Sale order / Contract / Agreement, BHEL may entrust the job to alternate vendor and get it completed to meet the BHEL requirement and additional expenditure, if any, including consequential cost viz., demurrage etc., will be fully recovered from the Contractor who failed to complete the job in line with the Contract.
- b) The decision of BHEL with regard to the actual losses / consequential expenditure incurred by BHEL shall be final and binding on the Contractor.

**In case vendor fails to fulfil any of the tender / Contract obligations as per Sale order / Contract / Agreement, contract shall be cancelled and Caution Deposit shall be forfeited.**

**32. Biometric Entry/Exit System for Contract Workmen:**

1. The Entry/Exit of the employees engaged by contractor is to be regulated only through Biometric system.
2. The Contractor initially will be issued with a temporary gang pass for his/her employees for a period of ten days.
3. The contractor should arrange photo coverage for all his/her employees within the above stipulated time.
4. The contractor has to submit FORM-I for all his/her contract employees. All the particulars required in FORM-I are to be provided by the contractor without fail.
5. Every employee of the Contractor shall be provided with Employment Card as per Form XIV (as per Rule 76 of the Contract Labour (Central) Rules, 1971 and the contractor shall instruct its employees to carry the Employment Card as well as Entry Card without fail, while entering/exiting factory.
6. The contractor should educate his employees in registering the attendance through the system.
7. Whenever a contract employee migrates or leaves service of the contractor, the contractor has to surrender the biometric card of the particular employee to Contract Cell with immediate effect, without fail.
8. On completion of the work, the contractor has to surrender all the biometric entry cards issued to its employees immediately to the contract cell. Otherwise, an amount of Rs.100/- per card will be deducted from the final bill/Caution Deposit of the contractor.
9. If any contract employee lose his/her entry card, the contractor shall arrange a duplicate entry card for the employee by paying an amount of Rs.100/-.
10. The Contractor is totally responsible for the biometric cards issued to his/her employee.
11. The Contractor has to indemnify BHEL for all the damages and losses caused by his/her employees.

**33. Notices of Accidents:**

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

**34. Government Law's Covering Under This Contract:**

**1. The Factories Act, 1948:**

**Section 32:** Floors, stairs and means of access shall be properly maintained to ensure safety. Every place of working should have safe access. When any person has to work at a height from which he is likely to fall, provision shall be made, so far as is reasonably practicable, by fencing or otherwise, to ensure the safety of person so working.

**2. Tamil Nadu Factories Rules, 1950**

**Rule 55:** Hoists and Lifts & Rule 55A. Lifting machines, chains, ropes and lifting tackles: Shall be maintained in good condition, thoroughly inspected and examined by competent persons and records to be maintained.

**Rule 57:** Excessive Weights: No person shall, unaided by another person, lift, carry or move by hand or on head, any material, article, tool or appliance exceeding the maximum limit in weight set out in the schedule (50 kg for adult male and 30 kg for adult female).

**Rule 61E:** Machinery and plant: No machinery, plant or equipment shall be constructed, situated, operated or maintained in any factory in such a manner as to cause risk of bodily injury.

**Rule 61F:** Methods of Work: No process or work shall be carried on in any factory in such a manner as to cause risk of bodily injury.

**Rule 61G:** Stacking and storing of materials etc.: No materials or equipment shall be stacked or stored in such a manner as to cause risk of bodily injury.

**Rule 61-K.** Examination of eye sight of certain workers: No person shall be employed to operate a crane or to give signals to crane operator unless his eye sight and colour vision have been examined and declared fit by a qualified ophthalmologist.

**Rule 61-N and Rule 61- O:** Workers to be provided with Personal Protective equipment suitable for the hazards and should be of good quality / have certification by Indian Standard Institute.

**Note:** For the type of work envisaged, personal protective equipment such as helmet, safety shoes and gloves are essential.

**Rule 96:** Notification of accidents: Shall be complied with as required in the Factories Act (Section 88 and Section 88A) and Tamil Nadu Factories Rules.

**The Contractor shall in respect of Personnel employed by him either directly or through sub-Contractors, comply with or cause to be complied with following statutory provisions and rules and in regard to all matters provided therein.**

**The Contract Labour (Regulation & Abolition) Act 1970 and the related Rules.**

- a) The minimum wages Act 1948 and the related rules
  - b) The payment of wages Act 1936 and the related rules.
  - c) The Factories Act 1948 and related Tamil Nadu Rules.
  - d) The Employees' Provident Fund & Miscellaneous provisions Act 1952.
  - e) The Employees State Insurance Act 1948.
  - f) Workmen Compensation Act 1923
  - g) Payment of Bonus Act 1965
  - h) Maternity Benefit Act, 1961
  - i) Payment of Gratuity Act, 1972
  - j) Inter-State Migrant Workmen (Regulation of Employment & Conditions of Service) Act, 1979
  - k) Equal Remuneration Act, 1976
  - l) Industrial Employment (Standing Order) Act, 1960 (In case of engaging 100 or more personnel)
  - m) The Industrial Disputes Act 1947
- And any other law, or modifications to the above or to the rules made there under from time to time.

### **35. STATUTORY REQUIREMENTS:**

- a. All statutory requirements under Minimum Wages Act, 1948, Factories Act 1948, Workmen Compensation Act 1923, Employees Provident Fund and Miscellaneous Provisions Act, 1952, Payment of Gratuity Act 1972, Employee State Insurance Act 1948, Contract Labour (R&A) Act 1970, Payment of Bonus Act 1965, Income Tax Act, GST Act and all other applicable Acts shall be complied with by the Contractor.
- b. 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.
- c. 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.
- d. Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and provide a copy of the same to BHEL.
- e. Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.

### **36. REMOTE TRANSACTIONS:**

The Contractor shall agree to and comply with all such terms and conditions as BHEL may prescribe from time to time and shall confirm that all transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centers, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication established by BHEL shall constitute legally binding and valid transactions when done. Any transaction pertaining to the tender from both the parties of business done round the clock irrespective of the office or business hours of the companies, are valid legally and binding on both the parties. This applies to the extent only in such cases where deadline time for transaction is not specifically declared by either or both the parties to the business. In case Letter of Intent (LOI) is issued through email, the PC generated time and date of mail shall be construed as the official time and date of release of LOI. In as much as this date is within the last date of validity given by the bidder the LOI is said to have been issued within the validity period and shall be binding on both the parties to the business.

### **37. 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.

#### **Common Terms and Conditions for Contract relevant to Safety:**

Following points shall be ensured for the safety of contract employees.

##### **a. Identity and Entry:**

1. The contractors to give identity card to their employees with full details like employee name, company name, age, blood group, contact person with phone no. etc.
2. The contractors not to employ people whose age is below 18 years.
3. HR/ Welfare will issue passes to the trained employees only.
4. Welfare section shall arrange for necessary infrastructure (biometric entry) for enrolment of new contract workers. Biometric entry system will be made available in North Gate and Unit 2 initially.
5. The data of daily entry of contract workers through biometric will be made available online to the contract awarding departments HR/Welfare.

##### **b. Training:**

1. Safety, first aid and firefighting training to be given to two responsible persons in each contract and they should take care of their groups on day to day working.
2. This shall be done within a period of 2 weeks after awarding of fresh contract.
3. For ongoing contracts, the contractors have to identify the persons to be trained within a period of 2 weeks.
4. Driving/operation of Crane/jumbo/Fork lift etc. are to be done only by authorized persons.

##### **c. Dress Code:**

1. Male employees should enter gates only with Safety shoes, Pants-Shirts, (Dothi, Lungi not permitted).
2. Female employees should enter gates only with Safety shoes. Loose dress must be avoided. (A shirt over saree /chudithar is a must).

3. Normal shoes are acceptable for office area work only.
4. Employees working in canteens can wear sandex.
5. Welfare will finalize and indicate a color coding to be provided in the dresses used by contract employees for uniformity and easy identification of the contract workers.

**d. Procedures:**

1. Smoking, audio-playing (mobile phone, iPod, inbuilt music systems etc. in the vehicles.) are banned within the factory premises.
2. Moving to unrelated areas must be strictly avoided by the contract employees entering to the other areas only with knowledge of concerned department.
3. Procedure (SOP) given from user departments are to be adopted for all operations and maintenance — e.g. tank cleaning, FT plant maintenance, Sewage maintenance, Oxidation pond maintenance, operation of substation, transformer maintenance etc. User departments agreed to generate procedures incase if not available already (Snake catching, Monkey catching, Honey comb removal etc.).
4. Adequate precautions to be taken while waste removal like paint sludge removal, chromic sludge removal, phenol and tar removal by contract employees.
5. The contractor should clearly inform the hazards involved to the employees MSDS to be displayed.
6. The contract employees involved in tank cleaning, ET plant maintenance, Oxidation pond maintenance should know swimming and strict monitoring should be ensured.
7. Line clearance (LOTO) procedure to be followed during bulb changing, electrical substation maintenance, ay, maintenance, furnace instrumentation etc.
8. Work permits to be obtained for jobs like work at height, excavation, blasting, hot work, pipe line work, roof light maintenance, work at confined space like cellar.
9. Users agreed to initiate the permits for all the works mentioned in the table given below to safety Management for clearance.
10. Specified Speed limit 20 kmph to be followed by all the vehicles entered in factory premises.
11. Procedure given by user departments for spray painting, brush painting and dip painting should be followed. Paint sludge removal, empty tin removals etc. are to be periodically carried out and sent to disposal stores.

**Work Permit Instructions: -**

1	Work at height	Only experienced and qualified persons shall be allowed to carry out the work at height. Physically fit without any vertigo problem. Wear safety belt and use life line, Net etc.
2	Confined space work, cellars, furnace ducts	Oxygen level to be checked before work, proper breathing apparatus to be used. Only experienced people shall be allowed to carry out the work at cellars/confined space.

**Equipment's:**

1. All the equipment used by the contractors are to be in good condition with all safety provisions and to be checked and certified by the department officials.
2. Electrical supply to be taken through the M&S department. Unauthorized connections taken any will be viewed seriously.
3. Welding machines are to be used with proper earth connection. Cables should be in good condition. Insulation to be checked regularly and maintained.
4. Qualified electricians are only to be used for giving connections.

5. Good quality Electrical equipment and tools are to be used with valid certificates. These certificates must be shown on demand.
6. For portable electrical equipment supply to be taken using plugs points.
7. Wires /cables extension box should be in good condition.
8. Proper earthing should be maintained.
9. Mobile Crane, Fork lift, Trailers; JCB etc. should be in good condition with specified capacity and should not cause any untoward incident while in use.
10. Fitness Certificate issued by competent person approved by Govt. authorities, insurance and emission certificate etc. should be in possession and should be shown on demand.

**e. Welfare:**

1. The contractors are directed to generate PF number and ensure PF contribution remittance for all contract workmen engaged by them.
2. Bio-Metric Entry for Contract Workmen Contractors have been directed to cover all the contract workmen engaged by them through Bin-Metric Entry System

**f. Violations:**

The following will be treated as serious violations and appropriate actions are to be Initiated by the users.

1. Employing people whose age is below 18 years.
2. Not wearing safety shoes or normal shoes (Contract employees will not be permitted after the security gates).
3. Not wearing FTEs.
4. Working without proper work permit.
5. Possession of mobile phones other than taxi drivers.
6. Using mobile phones while driving.
7. Unauthorized electrical connections.
8. Driving/operation of Crane/jumbo/Fork lift etc. by unauthorized persons.
9. Unauthorized operation/driving of Lorries, mobile cranes etc.
10. Smoking, alcohol, audio-playing etc.
11. Moving to unconnected areas.

Any willful act that creates unsafe conditions

**38. Signing the Tender**

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

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

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

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

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

If tenderer expires after the submission of his tender or after the acceptance of his tender the BHEL may, at their discretion, cancels such tender. If a partner of a firm expires after submission of tender or after the acceptance of the Tender, BHEL may cancel such Tender at their discretion unless the firm retain its character.

The works executed in the own name of the tenderer only will be considered for eligibility criteria.

39. In case of opening day falls on holiday or happened to be declared as a holiday, the receipt and opening of the tender shall automatically fall on the same timing of the next working day. You / your authorized representative may participate in the tender opening with authorization letter for Tender opening.
40. The offers of the tenderer / bidders who are on the banned list and also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site ([www.bhel.com](http://www.bhel.com) → Tender Notification → List of Banned Firms )
41. Similarly, the offers of the bidders who are suspended (under hold/ delist) for business dealings by BHEL shall not be considered. Please note that lifting/ restoration of suspension (Ban/Hold/ De-list) of business dealing is not automatic after expiry of specified suspension period. Hence, vendor shall be considered as suspended for business till suspension is lifted by BHEL in writing on specific request of the vendor as per extant guidelines.
42. In case any adverse information is received concerning performance, capability or conduct of the bidder after issue of tender enquiry, BHEL reserves the right to reject the offer at any stage as deemed fit.
43. BHEL shall not be liable for any expenses incurred by bidder in preparation of bid irrespective of whether it is accepted or not.
44. It shall be the responsibility of the contractor to ensure that, all the certificates submitted for pre-qualification, remains valid at all times even after award and during the entire duration of contract
45. Bharat Heavy Electricals Limited will not be bound by any power of attorney granted by the tenderer or by changes in the composition of firm made subsequent to the execution of the contract. They may however recognize such power of attorney and changes after obtaining proper legal advice the cost of which will be chargeable to the contract concerned.
46. The contractor should extend full co-operation to the other contractors who may be doing other works in the same areas to enable them to execute their portions of work without any delay or difficulty.
47. Contractor has to ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, experience etc. acceptable to concerned department. Police verification certificate shall be obtained by vendors for the Labourers engaged for the first time for execution of work
48. Contractors are advised that contract labours must be employed without any discrimination on caste or creed or religion or gender basis.
49. The contractor by submitting the tender undertakes that, they had never been found guilty by a court of law in India for any offence in involving fraud, dishonesty and moral turpitude. If at a later date, if it comes to the notice of BHEL about any such occurrences on the subject bidder, BHEL will have every right to reject the offer of such vendors at any point of time.
50. It will be the responsibility of the Contractor to ensure that the contractor himself, labour engaged for the work, are required to possess valid necessary license for execution of work from statutory authorities, renewal of the same periodically, during the occurrence of the contract and

scrupulously adhere to the prevailing safety regulations, safety precautions and measures. BHEL will not be responsible for the lapses, shortcomings arising out of such deviations and the contractor will be responsible for any such eventualities and liabilities if any.

51. The Contractor shall ensure that his workmen movement is restricted to their relevant work areas only & shall vacate the premises after the shift is over.

52. Vendors shall quote the rates for all the items listed in the bill of quantities. In case if for any item the vendor fails to quote their bid will not be considered.

**53. Compensation Clause:**

“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 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 others 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 (I) of the Employee’s Compensation Act,1923”

**54. Preference to Make in India:**

*For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017, 28.05.2018, 29.05.2019 & 04.06.2020 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/ PO/ WO against this NIT.*

*In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and / or local content in respect of this procurement, same shall be applicable.”*

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

**56. DISCREPANCY IN WORDS & FIGURES· QUOTED IN PRICE BID:**

- I. If, in the price structure quoted for the required goods / services / works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- II. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

- III. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (I) and (II) above.
- IV. If there is such discrepancy in an offer, the same will be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
- V. 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 shall be liable for rejection.
57. Tenderers shall not increase their quoted rates in case the Bharat Heavy Electricals Limited, negotiates for negotiation for reduction of rates. Such negotiation shall not amount to cancellation or withdrawal of the original offer and the rates originally quoted shall be binding on the tenderers for a period of four months from the date of opening of Tenders.
- a. Should a Tenderer find discrepancies or omissions in the Tender documents or should there any doubt as to their meaning, he should at once address the authority inviting the Tender, for clarification well before the due date, so as to submit his Tender in time. (No extension of time shall be given for submission of the Tender on any account) Every Endeavour is made to avoid any error which can materially affect the basis of the tender but the successful tenderer shall take upon himself to provide for the risk of any error which may be subsequently by discovered and shall make no subsequent claim on account thereof.
- b. Conditional, unwitnessed, late Tenders, Tenders containing prima-facie absurd rates and amounts, Tenders which are incomplete or otherwise considered defective and Tenders not in accordance with the Tender conditions herein contained and the Tenders not in original **ARE LIABLE TO BE REJECTED**.
- c. Vendors are advised to get themselves acquainted with the site conditions, the scope / work details before submitting the offer.
- d. 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 shall be liable for rejection. entries in the Tender documents should be in one ink.
- e. The contractor shall quote the feasible rates, exclusive of all taxes that can be offered for the intended quantity.
- f. The Tender must be signed separately and legibly by Partner / Director of the Firm or by the person holding the Power of Attorney on behalf of the Firm concerned. In the latter case, a copy of Power of Attorney, duly self-attested must accompany the proprietor or partner.
- g. If a Tenderer deliberately gives wrong information in his Tender or creates conditions favorable for the acceptance of his Tender, BHEL will REJECT SUCH TENDER AT ANY STAGE.
- h. Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
- i. Canvassing in any form in connection with Tenders is strictly prohibited and the Tenders submitted by the Contractors who resort to canvassing will be liable for rejection. The Tender schedule and the Tender shall be deemed to form an integral part of the Contract to be entered into for this work.
- j. Submission of Tenders by electronic media like e-mail, Internet, fax etc. followed by hard copy, is acceptable and will be at the sole risk of the Tenderer. The Tenders thus submitted will be final and binding on the Tenderer. BHEL will not be responsible for any consequences that may arise in this regard.

- k. Late and Delayed Tenders will be summarily rejected and under no circumstances it will be considered and accepted.
- l. All corrigenda/addenda/amendments/time extensions/clarifications, etc. to the tender will be hosted on BHEL & NIC Portal only (i.e. <http://www.bhel.com>, & <https://eprocurebhel.co.in/nicgep/app>) and will not be published in any other media. Bidders should regularly visit above website(s) to keep themselves updated.
- m. BHEL may reject the bid or in case the contract has been awarded, then terminate the contract apart from taking any other suitable action under the contract or applicable legal provisions or BHEL guidelines including Guidelines for suspension of Business Dealings, without any liability for any compensation to the bidder if, BHEL discovers at any time that any statement made by the bidder in the affidavit cum undertaking is false, fraudulent or Any document submitted by the bidder was fake and forged or If BHEL determines in the sole discretion that any statement was aimed at deliberately misleading BHEL with a view to ensure award of the subject contract to the bidder.
- n. The contractor shall follow norms of BHEL security system for movement of men & materials within the complex including biometric system.
- o. The workmen to be deployed by the contractor shall adhere to the safety / security rules and regulations of the Company and any person who is found to be violating the security / safety rules of the company shall be replaced immediately at the cost of the contractor.
- p. The contractor shall strictly adhere to various labour laws in force.
- q. The decision of In-charge for this contract shall be final and binding on the contractor regarding clarification of items of works.
- r. Prices received against BHEL tenders need not be the technically acceptable one, and in that case, BHEL reserves the right not to consider the same.
- s. In all matters of disputes, the decision of the General Manager, BHEL, Tiruchirappali-14 shall be final and binding on the Contractor.
- t. Water, Electrical energy, compressed air required for the work will be provided by BHEL at free of cost at the locations wherever possible. BHEL does not accept any liability whatsoever for non-supply, delay in supply or failure of supply of same. Contractor shall ensure that there is no wastage of same, otherwise supply of above is liable to be stopped at contractor's risk and cost. The contractor shall make leak proof / fire proof shed and provide control panel board of required capacity and lay the required electrical cables at their own cost for further distribution.
1. The amount offered shall provide for the complete cost towards labour, consumables, tools, plants & machinery, transport, supervision, profits & overheads, and all other incidentals, etc. complete.
2. The contract to be entered into with the successful tenderer will be governed by BHEL General Conditions of Contract in force.
3. The tenderer shall carry out health performance test at his cost for all the workmen engaged in the work through a registered medical practitioner and produce certificate on demand.
4. The contractor has to make his own arrangements to provide refreshment for the workmen deployed by him.
5. If any of the workers employed by the contractor is found to indulge in acts subversive of discipline, the same will be brought to the knowledge of the contractor and he shall arrange for replacement of such personnel.

6. Contractor/Authorized representative must be present at site to supervise the activities on day-to-day basis and for giving necessary instructions regarding the work to be carried out.
7. The contractor has to carry-out the work in production shops without affecting the day to-day production activities.
8. The contractor should record the entry of all machineries / materials at the security gate while bringing in for work.
9. Contractor's materials and tools & plant shall have to be brought inside the factory with proper invoice / voucher and make necessary entry in the Security gate. They should maintain proper record for materials, tools & plants, etc., brought inside the factory complex.
10. Works shall be carried out as per relevant IS standards and rules adhering to necessary safety precautions.
11. The contractor should extend fullest co-operation with the third party agencies engaged, if any by BHEL to adhere the Quality Control Procedures ensuring quality.
12. No contract labour will be allowed to enter into BHEL premises without PPEs (i.e. Safety Shoes etc.)

## **SECTION 4 – PROCEDURES & GUIDELINES**

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

#### **PREAMBLE**

In order to protect the commercial interests of BHEL, it becomes necessary to take action against suppliers/ contractors by way of suspension of business dealings, who either fail to perform or are in default without any reasonable cause, cause loss of business/ money/ reputation, indulge in malpractices, cheating, bribery, fraud or any other misconduct or formation of cartels so as to influence the bidding process or influence the price etc. Suspension of Business Dealings could be in the form of “Hold” or “Banning” a supplier/ contractor or a bidder or an applicant for registration as a registered supplier. For this purpose, the following guidelines shall be followed across all BHEL units/ divisions/regions (here in after referred to as Units). These guidelines are not exhaustive but enunciate broad principles governing action against such suppliers/contractors. Based on these guidelines, Units may issue working instructions.

#### **SCOPE**

- a. For the purposes of these Guidelines, Company means the Bharat Heavy Electricals Limited.
  - b. These Guidelines will be applicable to Supplier (which will include vendors, suppliers and contractors) i.e. to say:
    - i. An entity that has applied for registration in any Unit of the Company for any material/service category.
    - ii. A bidder in a tender notified by the Company;
    - iii. An entity which has been awarded a contract.
- Note:** The term “Tender” or “Contract” referred to in sub-clause (ii) and (iii) as above, refers to tender or contract notified or awarded, as the case may be, by the Company, in terms of the Purchase Policy or the Works Policy of the Company.
- c. Any action under these Guidelines shall be without prejudice to all remedies available under the contracts with the Suppliers or other legal provisions.
  - d. If a Supplier, who has participated in a tender/ entered into a contract with BHEL as an Agent/ Trader/ Dealer/ Stockist/ Distributor/ Channel partner etc. (hereinafter referred to as Agent) of an identified Principal/ OEM/ Mills/ Works/ Plants (hereinafter referred to as Principal) for that bid/ contract, then action as per these guidelines can be undertaken against the Principal as well as Agent as appropriate.
  - e. In case of the supplier being a Sole Proprietorship firm or a Partnership firm, action under these Guidelines shall be taken against both:
    - I. The Sole Proprietorship firm and the Sole Proprietor; or, as the case may be;
    - II. The Partnership firm and all the partners thereof.

Accordingly, action will be taken under these guidelines against any other Sole Proprietorship firm owned by the same Sole Proprietor. Similarly action under these guidelines will also be taken against another Partnership firm comprising of the same or some of the same Partners (but not including any new Partner) or a Sole Proprietorship firm owned by the same Partner(s).

- f. In respect of consortiums and unincorporated Joint Ventures/ Association of Persons (AOP)/ Body of Individuals (BOI), action under these guidelines shall be taken against the defaulting consortium partners and defaulting members of the unincorporated Joint ventures/ Association of Persons (AOP)/ Body of Individuals (BOI).
- g. In case of Development/ Trial orders, clause 1.1.1 i) and clause 1.1.1 iii) would not be applicable. In addition, for Development orders, clause 1.1.1 ii) and clause 1.1.2 iii) would also not be applicable. These cases are to be dealt with in accordance with the extant Supplier Evaluation, Approval & Review Procedure (SEARP).

## **1.0 Suspension of business dealing with Suppliers**

The following category of suspensions have been provided in these guidelines depending upon the gravity of the omission or commission by the Supplier.

- a. Hold within the unit for specific item(s)/ material category(ies)/ type of work(s) for one year.
- b. Hold within the unit for all item(s)/ material category(ies)/ type of work(s) for two Years.
- c. Banning across BHEL for all items/ material category(ies)/ type of work(s) for three years.

The Supplier may be either put on hold or banned, as detailed hereinafter on the basis of one or more of the category wise reasons as enumerated hereunder:

### **1.1 Hold**

#### **1.1.1 Hold within the unit for a specific item(s)/ material category(ies)/ type of work(s) shall be imposed in the following cases, if**

- i. In the last three consecutive supplies of a specific material category, average quality rating, as provided in the supplier performance rating (SPR) as per SEARP, falls below 80% of the quality weightage. This is irrespective of supplies against PO(s) having single/ multiple delivery schedules.

Note: Not applicable in cases for erection works of Power Sector Regions, where separate guidelines for evaluation of capacity of bidders is being followed.

- ii. Two consecutive delays, for reasons of delay attributed to the Supplier, in execution of the contracts where delay occurred is such that a) prescribed maximum LD time limits of the contracts is exceeded or b) delay period has equalled/ exceeded half the original delivery period specified in the contracts whichever among the above is earlier.
- iii.
  - a) Overall SPR (Supplier Performance Rating) in that particular Unit in line with SEARP falls below 60% of the specific material category.
  - b) Bids of contractors (in PS-MSX portal) shall not be considered (if average score of last six months falls 60% or below as per guidelines for evaluation of capacity of bidders formula).

Note: – for (b), No specific period of hold shall be applicable.

- iv. Supplier works are under strike/ lockout for a period of more than three months.

#### **1.1.2 Hold within the unit for all item(s)/material category(ies)/ type of work(s) shall be put in the following cases, if**

- i) Supplier tampers with tendering procedure affecting ordering process. Supplier has misused BHEL documents/ drawings/ technical information or has breached the confidentiality agreement with BHEL.
- ii) after placement of order, Supplier fails to execute the contract.
- iii) within warranty period as per contract, Supplier continues to supply low/ less/non-performing equipment/ services, repetitive failures, remains nonresponsive.
- iv) Wherever risk purchase clause (amounting to more than 5% of contract value) has been invoked.
- v) After price bid opening but before placement of order, Supplier withdraws his offer or varies it in any manner within the validity period.

## **1.2 Banning across BHEL shall be imposed in following cases, if**

### **1.2.1**

- i) -----Blank-----.
- ii) Supplier is found to be responsible for submitting fake/ false/ forged documents, certificates, or information or misrepresentation/ wilful suppression of facts, or has resorted to unethical, illegal means or has forged BHEL documents, certificates etc. for securing business, meeting PQR or for enlistment in BHEL or with customers other than BHEL.
- iii) In spite of warnings, the Supplier persistently violates or circumvents the provisions of labour laws/ regulations/ rules or other statutory requirements.
- iv) Supplier is found to be involved in cartel formation or in any other act so as to influence the bidding process or influence the price.
- v) The Supplier has indulged in malpractices or misconduct such as bribery, corruption and fraud, pilferage, coercion etc.
- vi) The Supplier is found guilty by any court of law for criminal activity/ offences involving moral turpitude in relation to business dealings.
- vii) Supplier is found to have obtained any internal information/ documentation of BHEL by unauthorized means.
- viii) The foreign Principals along with the representing Agent shall be banned together if information submitted by them about their precise relationship, commission/ remuneration etc. payable/ receivable and other particulars as asked by BHEL, as per the extant guidelines regarding dealing with Agents of Foreign Suppliers is found false/ incorrect, at any stage.
- ix) Supplier has substituted, damaged, failed to return, or unauthorizedly disposed off free issue materials/ tools etc. of BHEL.

**1.2.2** A Supplier can also be banned with the approval of Director (E, R&D) provided a direction to this effect has been received from the administrative ministry of the Government.

**2.0** Reason(s) for putting a Supplier under hold/ ban as above are only illustrative and not exhaustive. Depending upon the gravity, the competent authority may decide to put a Supplier under hold/ ban for any other adequate and sufficient reason. However, such reason(s) shall require prior approval of Director (E, R&D) with Unit Head recommendation.

There would be no bar on procuring the OEM spares and awarding contracts towards AMC/ O&M/ Repair works from Suppliers under suspension. However, this is to be done in exceptional cases (which are proprietary in nature) with due justification and approval of Unit Head.

### 3.0 Procedure

**3.1** The recommendations for suspension of business and/ or its restoration shall be made by committees constituted as under:

**3.1.1** For hold for specific item(s)/ material category(ies)/ type of work(s)/-product-wise standing committees will be constituted by Product Manager/ MM Head in each Unit (Head Purchase/ sub-contracting (in case of Regions)) consisting of members from MM, Quality & Indenting deptt.

*Note: Material Identification & Supplier Control Committee (MISCC) of the respective product/ Supplier Registration Committee (SRC) can also function as standing committee with the approval of Product Manager/ MM Head. MM representative shall act as convener of the committee.*

**3.1.2** For initiation of hold across unit or Banning - Unit level committee {which will normally consist of Product Manager/ Project Head, MM Head / (Head Purchase/ sub-contracting (in case of Regions)), Quality Head and Finance Head} will be constituted by Unit Head. MM Head/ Head Purchase/ sub-contracting (in case of Regions) shall act as convener of the committee.

**3.2** As soon as the default/ misconduct of the supplier comes in to the notice of concerned executive, the same shall be immediately communicated to the convener of the respective committee to take action. The respective committee will consider relevant aspects as stated in clauses 1.0 and 2.0 hereinabove. If prima-facie evidence or sufficient grounds exist for suspension, a 'show-cause notice' vetted by unit law department shall be issued by the convener of the respective committee to the Supplier giving a notice period of 15 days. To enable the Supplier to understand and reply to the notice, the 'show-cause notice' shall briefly mention the facts of the matter stating that an action under these guidelines has been proposed. A time limit of 15 days from the date of issue of registered/ speed post communication shall be given to the Supplier to reply.

**3.3** In the decisions of the Committee(s), the responsibility of individual members will be confined to their specific area/ function with collective responsibility for the final recommendations.

#### **3.4 Interim Suspension:**

In appropriate cases for justifiable reasons, fresh enquiries (including consideration of existing offers) can be stopped by the Unit with the approval of the authorities mentioned as follows from the date of issue of show-cause notice pending final decision by the competent authority. In case a Supplier submits a representation requesting for lifting of the Interim Suspension, then, the same shall be considered and disposed of by the authority which imposed the Interim Suspension within not more than 15 days from the date of receipt of such representation.

Authority for imposing Interim Suspension:

- a) Hold within the unit for specific item(s)/ material category(ies)/ type of work(s) - Product Manager/ MM Head/ Head Purchase or subcontracting in case of regions.
- b) Hold within the unit for all item(s)/ material category(ies)/ type of work(s) - Unit Head
- c) Banning across BHEL - Unit Head

Note: Amongst others, in cases where recommendation for suspension of a supplier has been received from CBI/ Vigilance or any other investigating agency or the cases covered under clause 1.1.1 i), the supplier may be immediately put on Interim Suspension for all fresh enquiries in the concerned unit pending final decision by the competent authority.

- 3.5** Where, a Supplier has been placed under Interim Suspension as stipulated in para 3.4 as the case may be, copy of the 'show-cause notice' shall also be sent to Head, Supplier Development Cell (SDC)/ Supplier Registration Committee (SRC) for putting necessary system lock against the supplier indicating item(s)/ work(s)/ material category(ies) and hosting information on unit's intranet page.
- 3.6** If no response to the show cause notice is received from the Supplier within 15 days, the committee may decide to recommend suspension of business dealings or otherwise on the basis of the available evidence on record.
- 3.7** If the Supplier responds, the committee will consider the reply and recommend suspension or otherwise.
- 3.8** Before recommending suspension, personal hearing by the Committee would be provided to the Supplier, if so requested by the Supplier or if so required by the Committee. The minutes of the discussions shall be signed immediately with the supplier after conclusion of such discussions and placed in the file. In case, the supplier does not sign the minutes or, as the case may be, does not attend the personal hearing, then, record notes of discussion shall be issued to the Supplier on the same day duly recording such facts.
- 3.9** While taking any decision regarding suspension, BHEL's commercial interest may be kept in view.
- 3.10** Unit recommendations/ approval regarding suspension or otherwise, shall necessarily be completed within two months from the date of issue of 'showcause notice' to the Supplier. Prior approval of Unit Head is to be obtained by respective committee for any extended period for specified reasons under intimation to SDC/ SRC Head.
- The recommendations of the Committee shall contain reasons and grounds establishing the specific default(s) of the Supplier based on analysis of the available records/evidence.
- The matter will be placed before and dealt with by that Committee at the Unit level which has the power to recommend the type of suspension applicable for the alleged act or omission. The Committee before which a matter is placed will satisfy itself in this regard at the outset.
- In case more than one act or omission is alleged to have been committed by the Supplier, then, the case shall be dealt with for all such acts or omissions together as a case of higher category of suspension (as applicable) and will be accordingly placed before the Committee competent to deal with the higher type of suspension. However, the suspension to be imposed on the Supplier will be as per the highest category of act or omission that is/are established ultimately.
- 3.11** Whenever a decision is taken for suspension, Head SDC/ SRC of the Unit shall inform the Supplier regarding (a) the reasons for suspension, (b) the period of suspension (c) that the onus shall be with the Supplier to inform BHEL regarding the corrective/ preventive actions taken to address the reasons which has led to its suspension and the hold/ ban will not be lifted automatically after the period mentioned in the order.
- 3.12** All recommendations/ approvals for imposing/ lifting of suspension of business dealings with Suppliers processed at unit level shall be with financial concurrence (one step lower as is being exercised for proposals under the Purchase Policy/ Works Policy). Similarly, cases which require approval of Director (E, R&D) shall be with financial concurrence.
- 3.13** **Competent authority for Imposition/ Lifting of suspension (refer clause no. 11.0)**

**3.13.1** Decision for putting a supplier on Hold for a specific item(s)/ material category(ies)/ type of work(s) will require the approval of Product Manager/ MM Head of the Unit/ Head Purchase/ sub-contracting (in case of Regions). Hold within unit for all item(s)/ material category(ies)/ type of work(s) will require the approval of Unit Head.

**3.13.2** For Banning or not banning, proposal vetted by Unit Law Department, routed through SDC/ SRC Head duly recommended by Unit Head shall be forwarded to Head/ Corporate MM. The checklist as per Annexure-I would form part of such proposal from the Unit. The recommendations for banning or otherwise (i.e. not banning) shall be put up by Corporate MM to Director/ E, R&D for approval with financial concurrence within a month of receipt of complete proposal from the Unit. However, such proposals from the units/ regions/ divisions, not directly reporting to CMD, shall be routed through concerned Director before it is put up to Director/ E, R&D for approval.

Note 1: Proposal may be initiated by the Convenor of the respective Committee and recommendations of other members of the Committee may be obtained by 'CIRCULATION OF FILE' to expedite finalization of recommendations.

Note 2: In cases of Fraud (as defined in the Fraud Prevention Policy), unit may also consider appropriate action as per BHEL's Fraud Prevention Policy. In addition, if misappropriation/ forgery is established, unit in consultation with unit law department to consider filing of police complaint/FIR.

**3.14** Time Period for completion of suspension cases proceedings: Time period for completion of activities for suspension cases shall be as per the following table:

Type of Suspension	Unit level		Corporate office	
	Activity	Time period	Activity	Time period
Hold within the unit for specific item(s)/ material category(ies)/type of work(s) for one year.	Completion of suspension proceedings.	2 months from the date of issue of show cause notice.	--	--
Hold within the unit for all item(s)/ material category(ies)/type of work(s) for two years	Completion of suspension proceedings.	2 months from the date of issue of show cause notice.	--	--
Banning across BHEL for all items/ material category(ies)/type of work(s) for three years.	Forwarding the case to Corporate MM by Unit Head	2 months from the date of issue of show cause notice.	Completion of suspension proceedings.	1 month from the date of receipt of complete proposal at Corporate Office.
Note: At unit level, Prior approval of Unit Head is to be obtained for any extended period beyond the defined period of 2 months.				

**4.0 The suspension order shall be for a specified period, as given in table of clause 11.0.**

The suspension order shall become effective from the earlier of the following events:

- a) the date of its issuance;
- Or,
- b) In case fresh enquiries have been put on Interim Suspension as stipulated in para 1.4 then, from the date when the Interim Suspension was implemented.

**5.0 Contractual obligations:**

## **5.1 Treatment of Contracts with Suppliers in Hold cases (applicable for the user unit only):**

- 5.1.1** Contracts already entered into with a Supplier before the date of issue of the order of Hold shall not be affected.
- 5.1.2** Depending upon the type of hold, in ongoing cases where Technocommercial Bids are under evaluation and any of the participant Supplier has been put on Hold, then the tender may be processed excluding the bid of that Supplier. However, if Price Bid has been opened and that Supplier happens to be L-1, then re-tendering is to be resorted to, excluding the Supplier.
- 5.1.3** The case of running framework agreement (FA) where multiple POs are placed against a single FA and if the Supplier has been put on hold, further purchase orders against this FA are not to be placed on the Supplier during the period of hold depending on the type of hold.

## **5.2 Treatment of Contracts with Suppliers in Ban cases (applicable across BHEL):**

- 5.2.1** All existing contracts with the banned Supplier shall normally be terminated by BHEL. Under extraordinary circumstances where commercial/ technical compulsions require the continuance of the existing contracts with the banned Supplier, due to BHEL's own contractual obligations, the specific approval of Director/ E, R&D shall be obtained.

Once the order for banning is passed, existing offers/ new offers of the Supplier shall not be entertained.

## **6.0 Lifting of Suspension**

Lifting of suspension will not be automatic on completion of specified period as causes for putting on suspension should be removed/ addressed before lifting of suspension. The Supplier, under suspension may submit explanations to the initiating unit regarding corrective/ preventive actions taken by him. On receipt of such intimation, the respective Product level Standing Committee/ respective MISCC/ Unit level Standing Committee will review the same within one month and may recommend for lifting the suspension, if considered appropriate. Proposals which require approval at Corporate office shall be routed through Unit head. However such proposals from the units/ regions/ divisions, not directly reporting to CMD, shall be routed through concerned Director before it is put up to competent authority.

- 6.1** In exceptional cases, on emergence of any new fact related to the basis of suspension or commercial consideration, lifting of suspension could be considered before the period of suspension is over, by the competent authority with recorded reasons. Such proposals which require approval at Corporate office shall bear specific recommendation of unit head. However, proposal for lifting of i) Hold within the unit for all item(s)/material category(ies)/ type of work(s) and ii) Banning shall not be considered during the initial period of one year from the effective date of suspension.

- 6.2** Cases where Supplier has been put on hold based on SPR, future performance would be calculated from the date hold has been lifted.

- 7.0** The competent authority for imposition and lifting of suspension shall be as per column (4) and (5) of Table at clause 11.0.

- 8.0** List of suppliers under hold within the unit (imposition as well as lifting), shall be hosted on the concerned unit's intranet page freely accessible to all units through a link to Corporate MM intranet. Other units may assess for themselves the need to follow suit or otherwise.

**9.0** List of banned Suppliers shall be hosted on Corporate Office's MM intranet page and BHEL's website. The 'date of suspension' and 'period of suspension' along with following note shall be mentioned on the website:

*'As per extant BHEL policy guidelines, the decision to lift the suspension/ otherwise will be considered only on receipt of communication from the Supplier to the respective BHEL unit, about corrective/ preventive actions taken, along with request to lift the suspension. Hence, suspension will continue till such time its name appears in above list.'*

Corporate MM shall inform all units of BHEL regarding imposition/ lifting of ban and update website accordingly.

**9.1** In order to prevent any inadvertent consideration of bids from Suppliers during the period of suspension, Units to ensure suitable system lock to prevent (a) issue of enquiry in case of limited/ single tenders, and (b) opening of price bid / placement of Purchase Order or Works Order in case of open tenders.

**10.0** The Supplier shall be informed regarding any decision of suspension of business dealings or its restoration by concerned Unit within 15 days of the approval.

**11.0** The period, scope and competent authority for various type of suspension of business dealings and its restoration is summarized in the following Table:

Type of Suspension	Period	Scope	Competent authority for i) Imposition of suspension ii) Lifting of suspension after period specified in col. (2)	Competent authority for lifting of suspension before period specified in col. (2)
(1)	(2)	(3)	(4)	(5)
Hold	1 year *	Unit Level for specific item(s)/ material category (ies) / type of work(s)	Product Manager/ MM Head of the unit/ Head Purchase or Sub-contracting in case of Power Sector regions	Unit Head
Hold	2 years	Unit level for all item(s)/material category(ies)/ type of work(s) #	Unit Head	Director/ E, R&D
Ban	3 years	Across BHEL for all item(s)/ material Category (ies)/ type of work(s)	Director/ E, R&D	Director/ E, R&D & Director/ Finance

*\* Where problems are being faced due to low supplier base, depending upon the merit of the case, the concerned committee may decide to recommend Hold for six months.*

*# cases for lifting of already existing suspension for de-listing suppliers (as per earlier guidelines), after the date of issuance of these guidelines, shall be dealt with as "Hold at unit level for all item(s)/ material category(ies)/ type of work(s)".*

**12.0** Registration of banned supplier shall be deemed to have been cancelled automatically. Supplier once banned shall have to seek fresh registration in the respective BHEL unit(s) on lifting of ban.

**13.0** Following clause shall form part of all NITs being issued by units:

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

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

*1.1 Commitment by BHEL:*

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

*1.2 Commitment by Bidder/ Supplier/ Contractor:*

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

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

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

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

**PART-II (PRICE BID)  
(BILL OF QUANTITIES)**

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

Name of work : **Cutting, removing and Taking away of Eucalyptus trees on sale basis at BHEL Complex**

ITEM NO	Qty.	DESCRIPTION	Units	Rate (Rs. P.)	Amount (Rs. P.)
1		Cutting and removing the eucalyptus trees as in within BHEL complex without debarking, making them into pieces loading and conveying the entire lots irrespective of the size by their own lorry as per the instructions of Engineer-in-charge. The quoted rate is on weight basis (i.e. MT). The rate shall also include cost of all labour, tools and equipments for cutting, sizing into pieces, loading, leading to weighment and taking away to their destination, conveyance by their own lorry for all distance etc. complete. Material to be taken away from BHEL complex will be weighed, security checked and charged as per quoted basic rate plus applicable GST.			
a	<b>600</b>	For all trunks and branches above 1"	MT	<b>3,150.00</b>	<b>18,90,000.00</b>
b	<b>150</b>	Lops and tops of Eucalyptus tree branches less than 1"	MT	<b>950.00</b>	<b>1,42,500.00</b>
c	<b>250</b>	Uprooted base stems with roots of any size including refilling the roots pits with available earth	MT	<b>520.00</b>	<b>1,30,000.00</b>
<b>Total Amount</b>					<b>21,62,500.00</b>

Mentioned rates excludes GST %

**(Note: Do not write any rates/ values anywhere.)**

CONTRACTOR SEAL & SIGN

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ACCEPTING OFFICER