

**BHARAT HEAVY ELECTRICALS LIMITED**  
**High Pressure Boiler Plant, Tiruchirappalli- 620014**  
**Maintenance & Services Dept. (FB)**

**NOTICE INVITING E-TENDER**

1.	<b>Tender Ref No:</b>	9252400046/17.09.2024	
2.	Tender Type	Single Tender (Vendor Name: M/s. FAGOR CONTROL SYSTEMS PVT. LTD. Bangalore (Vendor Code – 17356) Single Part (e-Tender-Thru NIC portal) <b>(Bidder shall be M/s. FAGOR CONTROL SYSTEMS PVT. LTD. Bangalore otherwise, the offer shall be rejected.)</b>	
3.	Name of works	Repair of faulty Fagor 8055 CNC Panel at OEM works.	
4.	Location of work	VENDOR WORKS	
5.	Period of contract	SIX Months from the date of award of contract	
6.	Earnest Money Deposit Amount	<b>Nil</b>	
7.	Contents of Tender Document.	<u>TECHNO COMMERCIAL BID</u> NIT & INSTRUCTIONS TO THE TENDERER A. Techno-Commercial Details B. SCOPE OF WORK ANNEXURE - A (No Deviation Certificate) <u>Price Bid</u>  <u>Annexure for</u> terms under Section C- Technical Terms and conditions, Section D- OTHER TERMS & CONDITIONS OF CONTRACT.	Pages 1-2  3 4 5 6
8.	Submission of offer	No physical submission of tender. Tender only to be submitted electronically by logging to e-Procurement portal i.e. <a href="https://eprocurebhel.co.in/">https://eprocurebhel.co.in/</a>	
9.	Due date for submission of offer	27.09.2024/14:00 Hrs.	
10.	Due date for Tender opening.	27.09.2024/15:30 Hrs.	

**SPECIAL INSTRUCTIONS TO THE TENDERER**

**1.EMD CRITERIA: NIL.**

**2. CONTRACT PERIOD AND PLACE OF WORK:**

Duration of the contract: **Six months** from the date of award of contract.

Delivery Schedule: The work shall be carried out at **Vendor works**.

**3. LIQUIDATED DAMAGES (LD)/ PENALTY:**

If the contractor fails to complete the service/ work as per terms & conditions of the order within the delivery schedule as per scope of work, LD will be levied as follows.

- a) If the contractor fails to complete the work as per terms & conditions of the order within the delivery schedule, 0.5% of the order value will be deducted from the bill for each week of delay or part thereof. BHEL may also terminate the contract if delay extends beyond two weeks.
- b) The maximum LD applicable for the contract shall be limited to 10% of the contract value. In case of any amendments/ revision, LD shall be linked to the amended/ revised PO value.

**4. PAYMENT TERMS:**

100% payment will be made after 90 days of completion of work on submission of error free invoice in quadruplicate (4 copies) duly certified by Area In-charge.

Payment will be made after successful completion of the service and performance testing with the machine at BHEL's shop as per BHEL's terms and conditions for servicing.

Payment Process

1. Payment shall be made only after submission of invoices, service feedback, non-submission of the same may lead to delay/ deduction in payment.
  2. All the penalties/ interest/amount receivable (if applicable) shall be settled before making the payments. contractor shall not have any objection on the same. Payment shall be made through bank transfer only, in no circumstance cash/ cheque payment shall be made.
- Along with bills, Contractors has to furnish copy of the following documents for further processing of bills:
  - The Contractor shall submit the bill within a week after at the end of each month in triplicate copies detailing the various items of work done during the month supported by the requisitions issued from time to time
  - Any other relevant document which is required from time to time as per BHEL requirement.
  - The proof of execution of work should be submitted along with each bill (printed form with covering letter and proof for execution of work).
  - If the Contractor is not registered for any statutory obligation and not liable thereto, then a declaration shall be submitted along with offer that they are within the threshold limit.
  - No advance may be paid for operational or any other expenses.
  - Goods and Services tax will be payable extra by BHEL at prevailing rates and corresponding TDS will be made as per Government norms.
  - The cost of services quoted by the bidder shall cover all aspects of service delivery and include all the components of salary/ wages (minimum wage, insurance, PF, ESI etc.) and taxes, as applicable.
  - The payment shall be made as per the financial quotes submitted by the bidder and accepted by the BHEL.

**5. Award of work:** The work will be awarded on **Total Package Wise L1 basis.**

6. Kindly refer to applicable tender terms under Section C- Technical Terms and conditions, Section D- OTHER TERMS & CONDITIONS OF CONTRACT.

## **TECHNO COMMERCIAL BID**

### **A. Techno-Commercial Details**

<b>Sl. No.</b>	<b>Description</b>	<b>Vendor Details</b>	<b>Indicate Page no of Submitted Documents</b>
1	BHEL Vendor Code (If any)		
2	Contact Details: Landline /Mobile number:		
3	E-mail Address for communication w.r.t tender / award of work.		
4	<b>PAN Number (Copy to be Enclosed)</b>		
5	<b>GST registration Number (Copy to be Enclosed)</b> <ul style="list-style-type: none"> <li>Offer will be entertained only if the bidder has a valid GST registration no. If any specific exemption is available, a declaration with due supporting documents need to be furnished for considering the offer. Otherwise the offer shall be rejected.</li> </ul>		
6	Applicable GST in Percentage(%)		
7	Acceptance for Scope of Work as per the tender.		
8	Acceptance for TECHNICAL TERMS & CONDITIONS & OTHR TERMS & CONDITIONS OF CONTRACT.		
9	MSME - Micro, Small, Medium Category Bidders (UDYAM) Certificate with <b>UDYAM No.</b>		
10	<b>Signed No Deviation Certificate</b>		

**NOTE:**

- Bidders are requested to upload only relevant documents to meet the details of tender only. Additional documents (Company Profile etc.,) not relevant to tender need not be uploaded along with the offer.

Name of works: Repair of faulty Fagor 8055 CNC Panel at OEM works.  
Enquiry No.: 9252400046/17.09.2024

**SCOPE OF WORK:**

ITEM NO.	SCOPE OF WORK	QTY	UOM
10	8055 Panel repair	1	AU
10/10	Repair charges for 8055 Panel	1	NO
	<p>Repair of faulty 8055 FAGOR CNC Panel</p> <p>SCOPE OF WORK:</p> <p>1. DIAGNOSIS AND IDENTIFYING THE DEFECTIVE PARTS.</p> <p>2. REPAIR / REPLACEMENT OF DEFECTIVE PARTS BY THE SUPPLIER.</p> <p>NOTE:</p> <p>1) SERVICING AGENCY SHALL SEND BACK THE SERVICED/REPAIRED MODULE AFTER RECTIFICATION TO BHEL SITE.</p> <p>2) AFTER RECEIPT OF REPAIRED MODULE AT BHEL, IT SHALL BE TESTED BY BHEL.</p> <p>3) WARRANTY FOR THE ALL SERVICE ITEMS SHALL BE AS APPLICABLE.</p> <p>4) AFTER SUCCESSFUL COMPLETION OF THE SERVICE AND TESTING AT BHEL WORKS, PAYMENT CLEARANCE SHALL BE GIVEN.</p>		

\* For Unit of Measurement (UOM)- NO refers to Number respectively.

## **No Deviation Certificate**

### **ANNEXURE-A**

**Note: The following Declaration to be duly signed & stamped and attached along with your Technical bid of the tender**

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**Name of works:** Repair of faulty Fagor 8055 CNC Panel at OEM works.  
**Enquiry No.:** 9252400046/17.09.2024

I/We M/s. ....  
have read and clearly understood all the Terms and conditions in Tender Schedule of and accordingly accept the same without any deviation what so ever.

- *I/ We unconditionally agree to all the tender conditions and no new conditions are imposed by us in the technical / price bid. I understand in the event of imposing any condition in the technical / price bid, such condition would be ignored by BHEL and only the prices will be considered for the purpose of evaluation"*
- *I/ We confirm that none of our group concern or affiliates etc., appears on the list of banned firms / companies by BHEL (list available on [www.bhel.com](http://www.bhel.com)) nor any of the Director / Partner / proprietor of bidder / such group concern or affiliate etc. are involved with such company.*
- *I/ We also declare that, we have not been suspended or black listed or issued with Show Cause Notice by BHEL- Trichy or any other BHEL Unit or any PSU/ Government organization.*
- *I/ We confirm that other than us, none of our group concerns or affiliates etc. are participating in the tender either directly or indirectly through any other agency under same proprietor / common director(s) / common partner(s).*
- *I/ We confirm that if any of the above statement / information furnished by us in this tender is found to be false/ fake at any stage of tender evaluation or during execution of contract, BHEL will have the right to initiate appropriate action including legal proceeds / termination of contract, recovery of damages, penalties etc. as deemed fit.*
- *Make in India declaration - "I / We hereby declare that I / We are a "Local Supplier" meeting the requirement of minimum local content (50%) defined in the above government notification for the goods against above mentioned enquiry Number. Details of location at which local value addition will be made is BHEL-Trichy." (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.)*

**PRICE BID**  
**(FOR REFERENCE ONLY)**

**(No value/ rate shall be quoted here. Quote based on Scope of Work should be given online in xl-format, only in e-Procurement portal)**

Sr. No.	SCOPE OF WORK	QTY & UOM	Rate / No	VALUE
10/10	Repair charges for 8055 Panel	1 NO	Vendor to quote rate for 1 NO <b>(Excluding GST)</b> only in e-procurement portal.	This value shall be calculated Automatically in e-procurement portal

\* For Unit of Measurement (UOM)- NO refers to Number respectively.

**(VENDOR SHALL QUOTE ONLY IN e-PROCUREMENT PORTAL)**

**NOTE:**

- 1) **GST not to be included** in the quoted rate. Other taxes, if any, are inclusive.
- 2) Detailed scope of work and other terms and conditions are specified in the Part-I - TECHNO COMMERCIAL BID.
- 3) The price quoted shall be firm throughout contract period

Validate	Print	Help	<b><u>Item Wise BoQ</u></b>			
Tender Inviting Authority:						
Name of Work: Repair of faulty Fagor 8055 CNC Panel at OEM works.						
Contract No:						
Name of the Bidder/ Bidding Firm /						
<b><u>PRICE SCHEDULE</u></b>						
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Rates only )						
NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder in Rs. P	TOTAL AMOUNT excluding taxes in Rs. P	TOTAL AMOUNT In Words
1	2	4	5	7	11	13
10	Repair of faulty Fagor 8055 CNC Pane <span style="color: red;">Vendor has to quote the rate of 01 Number only</span>	1	NO		0.000	INR Zero Only

## **C. TECHNICAL TERMS & CONDITIONS:**

### **1. TERMS & CONDITIONS FOR NIC TENDER BIDDING:**

- a) The Bidder shall sign each and every page of tender documents, and affix seal for having accepted the conditions along with documentary evidences and upload on NIC portal.
- b) All entries in the tender documents should be in one ink or typed. Tenders should be FREE FROM CORRECTION AND ERASURES, Corrections if any, must be attested. Offers should be in ENGLISH and accompanied by detailed Point to point confirmation of the scope of work.
- c) Offer should be valid for a period of 120 (One Hundred & Twenty) days from Techno-commercial bid opening date.
- d) Any deviation to this tender terms & conditions, and schedules of this tender will lead to total rejection of the offer submitted.
- e) Tenderer who have been suspended or black listed or issued with "Show Cause Notice" by BHEL, Tiruchirappalli -620014 or any other unit or GOI will not be allowed to participate in the tender, and bidder should declare the same in the tender. Even during the course of evaluation/ finalization of tender if it is found that some of the parties are black listed/ barred from business transaction/ under business hold, BHEL will not consider them for further participation in the tender.
- f) Should a tenderer find discrepancies or omissions in the tender documents, or should there be 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.
- g) Bid price should be quoted as per the Price Bid format mentioned in tender document. Bid Price-quoted in any other form will not be accepted, and will be rejected.
- h) The tender must be signed digitally/ physically by Partner/ Director of the Firm or by the person holding the Power of Attorney on behalf of the Firm concerned. In the latter case, a copy of Power of Attorney, duly attested by a Notary Public must accompany the tender.
- i) If a tenderer deliberately gives wrong information in his tender or creates conditions favourable for the acceptance of his tender, the BHEL RESERVES THE RIGHT TO reject such tender at any stage.
- j) Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
- k) 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.
- l) Should a Tenderer's or a Contractor's or in the case of a firm or company of contractors/ any of its shareholder's or shareholder's relative is employed in BHEL, the authority inviting the tenders shall be informed in writing of this fact at the time of submission of the tender, failing which the tender may be disqualified, or if such fact subsequently comes to light, the contract may be cancelled.
- m) The tender schedule, and the tender shall be deemed to form an integral part of the contract to be entered into for this work.
- n) Tender can be cancelled at any stage due to unavoidable circumstances.

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- o) Kindly ensure that the total size of the scanned documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However, it shall be sole responsibility of bidder that the uploaded documents remain legible.
- p) Bidder are advised not to wait till the last minutes or last few seconds w.r.t tender closing time to submit their offer to avoid complications related with internet connectivity/ network problem/ power failure etc.
- q) It is advised that all the documents to be submitted are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission.
- r) The bidder has to upload the scanned copy of all the mentioned original documents (in colour) during online bid-submission.
- s) SAC Code shall be mentioned by the Vendor while submitting bills as per Work Order.

## **2. PARTICIPATION.**

- a) 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.
- b) Other than the bidder None of its group concerns or affiliates etc. are participating in the tender either directly or indirectly through any other agency under same proprietor/ common director(s)/ common partner(s).
  - i. 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 not fulfilling the above clauses, BHEL will not consider them for further participation in the Tender.

## **3.CRITERIA FOR AWARD OF WORK:**

- a) The evaluation of offer for award of work shall be on the basis of "Total Cost to BHEL/ Net Cash outflow to BHEL after taking into account applicable Taxes and Duties".
- b) The work will be awarded as per Special term to Tenderer clause – Award of work.
- c) The quantity mentioned in BOQ/ Price bid is tentative. BHEL reserves the right to increase or decrease the quantity during award of work or issue work order in phase manner as per requirement of BHEL.
- d) The Evaluation currency for this tender shall be INR.
- e) The Price that is offered should be comprehensive and no separate charges will be made towards expenses like travel, boarding & lodging.

## **4.RATE FINALIZATION**

- a) Lowest prices received against BHEL Tenders need not be acceptable to BHEL and in that case BHEL would not be considered the same for award of Contract. BHEL would negotiate or re-float the Tender opened if L1 price is not the lowest acceptable price to them inter-alia other reasons.
- b) Tenderers are requested to give their best prices at the first instant itself.
- c) In the event of the final L1 prices are not reasonable/ acceptable to BHEL, BHEL also may resort to short closure of the Tender.

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**5. TERM S & CONDITIONS FOR EXECUTION OF THE CONTRACT INSIDE FACTORY PREM ISES OF BHELTRICHY/ Vendor WORKS:**

- a). Before quoting the bidders may inspect the site of work and its environments and be well acquainted with the actual working and other relevant conditions, position of materials and labour. Tenderers are also requested to go through General Instructions, Technical Terms & conditions, General Terms & conditions of Contract, Scope of work, drawings and specifications and all other documents which form part of the agreement to be entered into.
- b). The proof of execution of work should be submitted along with each bill (printed form with covering letter and proof for execution of work).
- c). Bills should be submitted immediately (within one week) on completion of the billing cycle with all supporting documents
- d). BHEL reserves the right to cancel/ short close and terminate the contract at any point of time after giving intimation to the vendor.
- e). BHEL will have nothing to do or be concerned with the employment of employees working for the contractor. The relationship between BHEL and the contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or on employer employee relationship. Supervision of work shall be done by the contractor / his authorized Supervisor exclusive for this work only.

**7.IMPORTANT NOTE:** BHEL reserves the right to short close this work with one-month advance notice due to administrative reasons. BHEL's decision in this regard is final. Under such circumstances payment will be made for on pro rata basis for the service rendered out up to the period.

8. The offers of the bidders who are under suspension and also the offers of the bidders, who engage the services of the banned firms/ principal/ agents, shall be rejected.

The list of banned firms is available on BHEL web site [www.bhel.com](http://www.bhel.com).”

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## **D.OTHER TERMS & CONDITIONS OF CONTRACT**

### **1. Definition:**

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

- a) The "Contract " means, the documents forming the tender and acceptance thereof, together with all the documents referred to therein including general and special conditions to contract. All these documents as applicable taken together shall be deemed to form one contract and shall be complementary to one another.
- b) The "Work" means, the work described in the tender documents in individual work orders as may be issued from time to time to the contractor by the Officer-In charge 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.
- c) The "contractor " means, the individual Firm or Company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the persons composing the firm or Company or the successors of the firm or company and the permitted assigns of such individual or firm or Company.
- d) " The Officer-In charge" means, the Officer deputed by the BHEL to supervise the work or part of the work.
- e) "Approved" and "Directed" means, the approval or direction of the respective area Executive or person deputed by him for the particular purposes.
- f) "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 Executive / M&S authorised to invite tenders and enter into contract for works on behalf of the Company.
- g) The "Contract sum" means, the sum accepted or the sum calculated in accordance with the prices accepted in tender and / or the contract rates as payable to the contractor for the execution of the work during the currency of the contract.
- h) A "week" means, Seven Days, without regard to the number of hours worked or not worked in any day in that week.
- i) A "day" means, the day of 24 hours (TWENTY-FOUR) irrespective of the number of hours worked or not worked in that day.
- j) A "working day" means, any day other than that prescribed by the NEGOTIABLE INSTRUMENTS ACT as being a Holiday, and consists of the number of hours of labour as commonly recognised by good employers in the trade in the district where the work is carried out or as laid down in the BHEL regulations.

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

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

#### **Deviations:**

The contractor shall not carry out any work not covered by schedule except in pursuance of the written instructions of the respective area Executive/M&S. No such work shall be valid unless the

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same has been specifically confirmed and accepted by BHEL in writing and incorporated in the Contract.

**3. 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.

**4. 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.

**5. Sub-Contract:** The Contractor shall not sublet any portion of the contract.

**6. Compliance to Regulations and Bye-Laws:**

The Contractor shall confirm to the provisions of any statute relating to the work and regulations and Byelaws 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.

**2. Security Deposit (SD):**

Security Deposit means the security provided by the Contractor towards fulfilment of any obligations in terms of the provisions of the contract. The total amount of Security Deposit will be 5% of the contract value. Required Security Deposit during work order release has to be deposited within 15 days of LOI/WO.

**Modes of Deposit:**

The required Security Deposit during work order release may be accepted in the following forms:

- i) Cash (as permissible under the extant Income Tax Act).
- ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL (Online Payment procedure for SD amount attached (Annexure –E) for vendor's reference).
- iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL (Online Payment procedure for SD amount attached (Annexure – E) for vendor's reference).
- iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).
- v) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)
- vi) Insurance Surety Bonds.

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BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith. The security Deposit will not carry any interest.

**General Terms related to SD:**

Security Deposit shall be released to the contractor upon fulfilment of Contractual obligations as per terms of contract. BHEL, shall not be responsible for any loss of securities due to liquidation or any other reason whatsoever or any depreciation in the value of the Securities while in their charge or for any loss of interest thereon.

NOTE: Acceptance of Security Deposit against Sl. No. (iii), (iv), (v), and (vi) above will be subject to hypothecation or endorsement on the documents (Signature of the Branch Manager must be present) in favor of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith. All compensation or other sums of money payable by the contractor to BHEL under the terms of this contract or under any other contract with BHEL, may be deducted from the Security Deposit or realized by the sale of the securities or from the interest arising there from or from any sums which may be due or may become due to the contractor payable by BHEL, on any account whatsoever against this contract or any other contract with BHEL and in the event of his Security Deposit being reduced by reason of such deductions or sale as aforesaid, the Contractor shall within 15 days thereafter make good in cash or in securities endorsed as aforesaid, any sum or sums by which the security Deposit has been so reduced. In case of an Award of a Contract and if the Contractor fails to perform or does not comply with the Performance Evaluation Criteria, the Security Deposit will not be refunded/ Bank Guarantee encashed. The Bank Guarantee shall be kept valid until the due date for refund of Security Deposit.

Security Deposit has to be deposited within 15 days of LOI/WO. Else may attract the provision of "Suspension of Business dealings with Suppliers/Contractors".

SD is forfeited in case of any failure in execution of the contract or due to any shortcomings observed in the documentation furnished earlier for getting qualified or in case the Contractor is banned. GST will be charged on the SD amount forfeited from the bidder at the applicable rates. GST tax Invoice will be issued to the vendor on receipt / recovery of GST amount from the vendor.

Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (Repo rate + 4%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT/ contract, from the bills along with due interest.

**COLLECTION OF SECURITY DEPOSIT**

i. The Security Deposit must be deposited before the start of Work.

ii. At least 50% of the required Security Deposit is to be submitted before start of the work.

Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.

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- iii. If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.
- iv. iv. The Security Deposit shall not carry any interest. NOTE: After issue of LOI/ Work Order, if the Contractor fails to commence the work within 15 Days or as indicated in LOI/ Work Order, and do not complete the work in total as per the terms & conditions of tender, SD deposited by the Contractor will be forfeited and suitable action as per suspension of business dealing guidelines of BHEL will be taken.
- iv. The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of the authority competent to award the work.
- (Note: In case of (a) small value contracts not exceeding's. 20 lakhs or (b) SAS jobs, work can be started before the required Security Deposit is collected. However, payment can be released only after collection/ recovery of initial 50% Security Deposit).

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

- a) Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration No (GSTIN) which should be clearly mentioned in the offer. If the dealer is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer. Dealers under composition scheme should declare that he is a composition dealer supported by the screen shot taken from GST portal. The dealer has to submit necessary documents if there is any change in status under GST.
- b) Supplier shall mention their GSTIN in all their invoices (incl. credit Notes, Debit Notes) and invoices shall be in the format as specified/ prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No. which is linked/ uploaded in GSTN network shall be clearly indicated), Billed to party (with GSTIN) & Shipped to party details, item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, Place of Supply etc.
- c) All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
- d) Invoices will be processed only upon completion of statutory requirement and further subject to following:
- i. Vendor declaring such invoice in Form GST ANX-1
  - ii. Receipt of Goods or Services and Tax invoice by BHEL
- e) As the continuous uploading of tax invoices in GSTN portal (in GST ANX-1) is available for all (i.e. both Small & Large) tax payers under proposed new GST Return System, all invoices raised on BHEL may be uploaded immediately in GST portal on dispatch of material / rendering of services. The supplier shall ensure availability of Invoice in GST portal before submission of invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's GST ANX-2).

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- f) In case of discrepancy in the data uploaded by the supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month informed by BHEL.
- g) In cases where invoice details have been uploaded by the vendor but failed to remit the GST amount to GST Department (Form PMT-08 or Form GST RET-01 to be submitted) within stipulated time, then GST paid on the invoices pertaining to the month for which GST return not filed by the vendor will be recovered from the vendor along with the applicable interest (currently 24% p.a) and all subsequent bills of the vendor will not be processed till filing of the GST return by the vendor.
- h) In case GST credit is denied to BHEL due to non-receipt or delayed receipt of goods and/ or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount claimed in the invoice shall be disallowed to the vendor.
- i) Where any GST liability arising on BHEL under Reverse Charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the vendor.
- j) Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/ contracts. Hence applicable GST shall also be recoverable from suppliers/ contractors on LD amount. For this Tax Invoice will be issued by BHEL indicating the respective **supply invoice number**.
- k) GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/ 2018 – Central Tax dated 13.09.2018. GST TDS certificate which will be generated in GST portal subsequent to vendor accepting the TDS deduction in the GST portal, will be issued to the vendor.
- l) GST and Income Tax levied by the Central Government authorities should be paid by the contractor. The GST will be reimbursed by BHEL as per Government Norms against the payment of the same.

#### **10. 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.

#### **11. Contractor's Supervision:**

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

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- c) The Contractor or his accredited agent shall attend when required without making any claim for doing so to the OFFICER-INCHARGE, to receive instructions.
- d) The respective area Executive 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.

**12. 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.

**13. Laws Governing the Contract:**

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

**14. 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:

- 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 or understanding with any person in 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.

**15. Cancellation of Contract for Insolvency Assignment or 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

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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 Executive) 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 Executive 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 Executive 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 security deposit will be forfeited as penalty.

#### **16. 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 Executive 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.
- c) BHEL, may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the contract as whole or in part thereof or only such work order or items of work in default from the contract. Whenever BHEL 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 Executive which is final and conclusive) being less than the contract cost, the advantage shall accrue to BHEL.
- d) 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 Executive or the same shall be

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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 Executive whose decision shall be final and conclusive.

- 17. 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.
- 18. 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 Executive 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.
- 19. 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 Security Deposit unless the contractor pays the claim on demand.
- 20. 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.
- 21. Refund of Security Deposit:** The Security Deposit may be refunded to the Contractor after completion of the contract provided, after the Contractor shall first have been paid the last and final bill and have rendered a "NO DEMAND CERTIFICATE".
- 22. 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

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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 Executive at his discretion subject to prompt notification by the contractor.

### **23. Resolution of Disputes:**

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

Notes:

1. No serving or a retired employee of BHEL/ Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.
2. Any other person(s) can be appointed as Conciliator(s) who is/ are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.

The proceedings of Conciliation shall broadly be governed by Part -III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Annexure ... to this Terms and conditions.

The Annexure ... together with its appendices will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in this terms and conditions.

Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to other Party, refer such dispute or difference to sole arbitration of an arbitrator appointed as per the Arbitration and Conciliation Act, 1996 (India) or statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force.

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

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

Subject as aforesaid, the provisions of Arbitration & Conciliation Act 1996 (India) or statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.

The seat of arbitration shall be Trichy, Tamil Nadu, India.

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

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Subject to arbitration in terms of clause above, the Courts at Trichy, Tamil Nadu, India shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.

Notwithstanding the existence or any dispute or difference and/ or reference for the arbitration, the vendor/ contractor shall proceed with and continue without hindrance the performance of its obligation under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract. In Case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable: In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract (s) between Central Public Sector Enterprises (CPSEs)/Port Trusts inter se and also between CPSEs and Government Departments/ Organizations (Excluding disputes concerning Railways, Income Tax, Customs & Excise Departments, such dispute or difference shall be taken up by either party for its resolution through AMRCD as mentioned in DPE OM No.05/ 003/ 2019-FTS-10937 dtd. 14TH December, 2022 and the decision of AMRCD on the said dispute will be binding on both the parties.”

#### **24. 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, **as mentioned in tender.**

#### **25. SECRACY 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.

#### **26. SIGNING OF CONTRACT:**

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.

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**27. 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.

**28. SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS/ CONTRACTORS:**

Penal action can be initiated on the suppliers/ Contractors in line with extant ‘Guidelines for Suspension of Business Dealings with Suppliers/ Contractors. The abridged version of extant ‘Guidelines for suspension of business dealings with suppliers/ contractors’ has been uploaded on <http://www.bhel.com> on “supplier registration page”.

**29. RISK PURCHASE:**

In the event of any successful Tenderer’s failure to fulfil any of the tender / Contract obligations as per Contract/ Agreement, BHEL may entrust the job to alternate 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. The decision of BHEL with regard to the actual losses / consequential expenditure incurred by BHEL shall be final and binding on the Contractor.

The value under Risk purchase clause shall be calculated as follows:

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

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

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

H = Overhead Factor shall be taken as 5

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

\* (Balance scope of work/ supply)

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

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

**30. 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.)

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**31. SUSPENSION OF CONTRACT:** In the event of non-completion of contract/ un-satisfactory performance reported by the area Executive, resulting in cascading of events leading to impact in a negative way on financial/ safety/ procedures of various sections/ departments, the contract shall be terminated immediately with intimation and action shall be taken against the contractor as per the extant 'Guidelines for Suspension of business dealings with Suppliers/ Contractors.

**32.** The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.

**33. 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 Executive 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.

"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"

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**34. 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.”

**35. PROVISION FOR MICRO & SMALL ENTERPRISES (MSE) SUPPLIERS**

MSE suppliers can avail the intended benefits only if they submit along with the offer, self-attested copies of UDYAM Certificate. Non Submission of such documents along with the offer or during technical evaluation will lead to consideration of their bids at par with other bidders and no benefits shall be applicable for this enquiry though the bidder is MSE.

**Bill Payment period as per Payment Clause (Eligible MSME Vendors):**

60 days after Work Completion and Bill Submission - for Medium

45 days after Work Completion and Bill Submission - for MSE

**36. INDEMNITY:**

The Contractor shall have to indemnify BHEL against all claims for injury or damage to any person or property caused by his negligence or negligence of his employees whilst in BHEL premises/ sites.

**37. PLANT AND EQUIPMENT:** - The Contractor shall at his own expense, supply all tools plant and equipment (Herein after referred to as T&P) required for the execution of the contract.

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

- a) they have controlling partner (s) in common; or
- b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
- c) they have the same legal representative/agent for purposes of this bid; or
- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder,  
or
- e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/Assemblies from one bidding manufacturer in more than one bid; or

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- f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:
1. The principal manufacturer directly or through one Indian agent on his behalf; and
  2. Indian/foreign agent on behalf of only one principal, or
- g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid or
- h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/similar line of business. "

**39.** Any change in applicable rates of Tax or any other statutory levies (Direct/ Indirect) or any new introduction of any levy by means of statute and its corresponding liability for the deliveries beyond the agreed delivery date for reasons not attributable to BHEL will be to vendors account. BHEL will not reimburse the same and any subsequent claim in this respect will be summarily rejected.

**40. Breach of contract, Remedies and Termination: -**

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

**41.** Prevailing Govt. notifications, guidelines , if any, for CPSE Service/ Work contracts shall be part of tender (wherever as applicable).