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பாரத் ஹெவ் இலெக்ட்ரிகல்ஸ் லிமிடெட்
भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited
(A Government of India Enterprise)
Tiruchirappalli – 620 014

WORKS CONTRACTS MANAGEMENT

Phone: 0431 – 257 5478, 1516; E-mail: mssvasan@bhel.in, mpchaudhary@bhel.in; www.bhel.com

NOTICE INVITING e-TENDER

Dear Sir/ Ma'am,

Ref : **Tender No. 9472300017 dt.10.03.2023**

Subject : Two-part **e-Tender** inviting techno-commercial and price bids for **Annual Subscription for Autodesk Products available in Trichy, BAP-Ranipet, Haridwar, EDN-Bangalore and Hyderabad.**

Kindly submit your competitive offer for the above subject work as per the tender terms and conditions given in the tender document through GeM portal (<https://gem.gov.in/>) only.

1.	Scope of work	Scope of work and technical terms and conditions as per Techno-Commercial Part-I bid.
2.	Location of work	BHEL Units (Trichy, BAP-Ranipet, Haridwar, EDN-Bangalore and Hyderabad).
3.	Period of contract	One Year from date of commencement of work as per WO.
4.	Last date/ time for receipt of tender	16.00 Hrs on dt. 20.03.2023
5.	Date/ time of opening of Techno-commercial bids	16.30 Hrs on dt. 20.03.2023 Change in opening date, if any, will be intimated later.
6.	Date of price bid opening	The date/ time of price bid opening will be intimated to the techno-commercial qualified tenderer separately.
7.	EMD amount	NIL
8.	User area Contact details	Ms. P SHANMUGAPRIYA DURGA/ DGM / ITS&S / BHEL Trichy Email: spdurga@bhel.in / Ph: 0431 257 5499 Mr. A ANAND/ Manager/ DTG / BHEL Trichy Email: a.anand@bhel.in / Ph: 0431 257 7256

Signature of Authorized Signatory
with seal & full address



This two-part e-tender consists of the following:

Part – I : Techno-Commercial Bid

1. Qualifying criteria for the contract
2. Scope of work and technical terms & conditions
3. General terms & conditions of the contract
4. Annexures (I, II, III)

Part – II: Price Bid – Price to be quoted in GeM portal only

Special Instructions to the bidders:

- Any deviation to this tender terms & conditions, and schedules of this tender will lead to total rejection of the offer submitted.
- 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.
- 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.
- Rates should be quoted as per the Work / Rate schedule (Price bid/Part –II). Rates quoted in any other form will not be accepted, and will be rejected.
- The tender documents must be signed physically / digitally by Director / Partner of the Firm or by the person holding the Power of Attorney on behalf of the Firm concerned. In the latter case, a copy of Power of Attorney, duly attested by a Notary Public must accompany the tender.
- If a tenderer deliberately gives wrong information in his tender or creates conditions favourable for the acceptance of his tender, the BHEL will reject such tender at any stage.
- Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
- 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.
- 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.
- The tender schedule, and the tender shall be deemed to form an integral part of the contract to be entered into for this work.
- Tender can be cancelled at any stage due to unavoidable circumstances.
- 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.
- 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.

Place / स्थान:

Date / दिनांक:

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- Bidders are advised take due care while quoting the technical and price bids forms in the GeM Portal. Bidders, those who tampers with tendering procedure affecting ordering process **or** misusing the technical information of the tender document **or** withdrawing their offer after price bid opening, will be penalized as per GeM GTC.
- 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.
- The bidder has to upload the scanned copy of all the mentioned original documents (in colour) during online bid-submission.
- In case you are not in a position to submit the offer, please send letter suitably specifying the reasons thereof.
- The evaluation currency for this tender shall be INR.

Thanking you,

For **Bharat Heavy Electricals Limited**

M. Sudala Srinivasan

Manager / Works Contracts Management

Third floor, 24 Building

B.H.E.L., Tiruchirappalli – 620 014, Tamilnadu

Phone: 0431-2575478

Email: mssvasan@bhel.in

PART – I

TECHNO-COMMERCIAL BID

1 QUALIFYING CRITERIA FOR THE CONTRACT

SNo	CATEGORY	DETAILS
1.1	Status of the company : o Proprietorship: PAN card on owner name o For partnership firms: PAN card and PARTNERSHIP DEED o For others: PAN card in the name of company / firm / business and CERTIFICATE OF INCORPORATION / MOA and AOA. o MSE Vendor – Proof as per tender condition (If applicable) <u>Bidder must have registered office in India.</u>	Copy to be uploaded in GeM portal
1.2	Bidder shall be an M/s Autodesk Authorized Resellers (proof to be enclosed) and letter from M/s. Autodesk (OEM) to participate in this tender should be enclosed along with Technical bid.	Copy to be uploaded in GeM portal
1.3	Tender document (all pages) & Duly filled Technical Bid form to be Signed & seal by bidder's Authorized signatory	Copy to be uploaded in GeM portal
1.4	Duly filled Technical Specification Compliance form to be Signed & seal by bidder's Authorized signatory (As per Annexure-III)	Copy to be uploaded in GeM portal
1.5	No deviation certificate on bidder's Letter head (As per Annexure-I)	Duly signed and stamped to be uploaded
1.6	Non-Disclosure Agreement must be signed by the bidder (As per Annexure-II)	Duly signed and stamped to be uploaded

Note:

- At any stage, BHEL may ask for original documents and contractor has to submit the same.
- All the documents should be valid and to be renewed and kept valid throughout the contract period, if contract is awarded.
- All documents should be in the name of company/ Managing Director/ Partner(s)/ Proprietor.
- Apart from furnishing the above details, copies of relevant documents/ certificates must be uploaded with the Technical Bid.
- If at any stage, the document(s) submitted by contractor is/are found incorrect/ false/ manipulated, the necessary action will be taken by BHEL against contractor as per GeM GTC.
- All the above documents to be uploaded in GeM portal.
- Bidder shall have to quote for all the Items of the Tender Enquiry as specified in this document.
- PF/ ESI is Applicable for Trichy and Hyderabad, since one Service Engineer is posted by vendor in Trichy and Hyderabad.
- PF/ ESI is Not applicable for BAP Ranipet, EDN Bangalore and Haridwar, as no service engineer is posted in these locations.

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Date / दिनांक:

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**2 SCOPE & TECHNICAL CRITERIA: -****2.1 BILL OF QUANTITY & SCOPE OF WORK****Tender Item No: 1****One AutoCAD - including specialized toolsets Commercial Multi-user Annual Subscription****Renewal****Product Specification that needs Annual Subscription support**

Tender Item No	Product Description	Annual subscription period	Serving Location	No of licenses (BHEL Unit wise split-up Qty in Nos)	Total No of Licenses (in Nos)
1	One AutoCAD - including specialized toolsets Commercial Multiuser Annual Subscription Renewal	01-04-2023 to 31-03-2024	BHEL- Trichy	99	277
		01-06-2023 to 31-05-2024		03	
		01-04-2023 to 31-03-2024	BHEL- Haridwar	25	
			BHEL-BAP Ranipet	35	
		06-05-2023 to 05-05-2024	BHEL- EDN,Bangalore	25	
		20-05-2023 to 19-05-2024	BHEL- Hyderabad	90	

Tender Item No: 2**Product Design and Manufacturing Collection (PDMC) Commercial Multi-user Annual Subscription****Renewal****Product Specification that needs Annual Subscription support**

Tender Item No	Product Description	Annual subscription(AMP) period	Serving Location	No of licenses (BHEL Unit wise split-up Qty in Nos)	Total No of Licenses (in Nos)
2	Product Design and Manufacturing Collection(PDMC) Commercial Multi-user Annual Subscription Renewal	01-04-2023 to 31-03-2024	BHEL- Trichy	15	40
		06-05-2023 to 05-05-2024	BHEL-EDN, Bangalore	15	
		20-05-2023 to 19-05-2024	BHEL- Hyderabad	10	

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Date / दिनांक:

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**2.2 Scope of Work and Terms & Conditions:****2.2.1 Products, Prices and Payments:**

- Purchase of Autodesk Annual Subscription: BHEL shall be able to purchase from the Autodesk partner Autodesk Annual Subscription Plan which is annual renewable contract that includes upgrades, extensions, support and maintenance services available with each Autodesk software license.
- Partner Services: Subject to other terms that may be agreed between the Autodesk partner and BHEL, the partner shall provide BHEL the maintenance, support and training services set out in the clause below.

2.2.2 The bidder shall provide the following services:

- Acceptance and execution of order by BHEL units mentioned in the tender.
- Delivery and installation of ordered software at respective BHEL units.
- Training at the time of supply as described in the following clause (Clause 2.2.3).
- Maintenance and support for the duration of the contract as specified in Clause 2.2.4 below

2.2.3 Training at the time of supply of new products / upgrades at BHEL units:

The hardware required for the training will be provided by BHEL while the bidder has to provide the software. Training material approved by Autodesk has to be provided at the time of training and limited to the number of licenses. The onsite training shall be provided at the respective BHEL units.

2.2.4 Onsite Maintenance and Support:

The bidder shall provide maintenance and support for one year from the date of renewal of Autodesk Subscription plan and shall cover the following:

- a) The Bidder is required to provide, install and commission all software up gradations / enhancements from time to time, during subscription period free of cost to BHEL.
- b) Any upgradation in technology shall be made available to BHEL without any additional cost beyond the cost bid.
- c) The Bidder shall provide 24 x 7 Telephonic, Web Support and onsite support if needed, for 1year without any extra cost at the respective locations i.e. HPBP-Trichy, EDN-Bangalore, BAP-Ranipet, HEEP-Haridwar and HPEP Hyderabad; where the license is installed. Support shall be provided for full working conditions of the software on the designated computers by attending calls within 3 working days.
- d) Resident Service Engineer shall be posted at locations with minimum 100 licenses in total (Trichy and Hyderabad) and shall be available during BHEL working hours. The Resident service engineer shall not be absent for more than 07 working days, else alternate person should be provided.

2.2.5 Deployment and Transfer:

- BHEL shall be free to use the licenses in any of its offices in India.
- **Renewal:** A grace period of one month from the expiry of existing contract may be given to BHEL for renewal of Annual Subscription without late fee payment.

Place / स्थान:

Date / दिनांक:

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**2.3 Delivery Terms:**

Tender items should be delivered including software and subscription license for BHEL (electronically through email or website login) within 15 days of receipt of Purchase/Work Order from respective units.

2.4 L1 will be evaluated on cumulative basis only (all tender items in single package).

2.5 Payment will made on Quarterly basis, In GeM Price BOQ, One Quarter is represented as One Set (UoM). As the Contract period is one year, Each Line Item contains 4 Sets. Vendor has to quote for each line item for per quarter rate only. In GeM BOQ, delivery days are tentative and it includes tendering time.

2.6 Consignee details:

Sl. No.	Name of Location	Unit	Consignee Name	Office Address
1	TRICHY	HPBP	SHANMUGAPRIYA DURGA P	HIGH PRESSURE BOILER PLANT, BHARAT HEAVY ELECTRICALS LIMITED, TIRUCHIRAPPALLI – 620014, TAMILNADU. INDIA.
2	BANGALORE	EDN	BK DHARMARAJU	BHARAT HEAVY ELECTRICALS LIMITED, ELECTRONICS DIVISION, Mysore Road, Bangalore - 560026, BANGALORE, KARNATAKA-560026, India
3	HARIDWAR	HEEP	JITENDRA SINGH	A 102, Ground floor, New Engineering Building, CAE(DTG) , BHEL Ranipur, Haridwar-249403, Uttarakhand
4	RANIPET	BAP	D VENKATESAN	Engineering Building(First Floor), BHEL-Ranipet-632406
5	HYDERABAD	HPEP	M. RAVINDER	DIGITAL TRANSFORMATION GROUP, BEHIND ADMINISTRATIVE BUILDING, BHARAT HEAVY ELECTRICALS LIMITED, RAMACHANDRAPURAM, HYDERABAD - 502032

2.7 LIQUIDATED DAMAGES (LD) / PENALTY

If the vendor fails to deliver any or all the Goods as per Clause 2.3, LD applicable at the rate of 0.5% for each and every week of delay and If the vendor fails to perform the services within the time period specified in the contract clause 2.2.4, LD applicable at the rate of 0.05% for each and every day of delay, subjected to a maximum deduction of 10% of order value for both goods & services combined.

In case of any amendment/ revision, penalty shall be linked to the amended/ revised P.O. value.

3. Payment Terms

Payment will be made on Quarterly basis after completion of work and certification of bills by respective area Executive in charge: -

- (i) 90 days from CRAC/SDA for Non MSME Vendors
- (ii) 60 days from CRAC/SDA for Medium vendors
- (iii) 45 days from CRAC/SDA for MSE vendors

Place / स्थान:

Date / दिनांक:

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4 GENERAL TERMS & CONDITIONS OF THE CONTRACT**4.1 PROVISION FOR MICRO & SMALL ENTERPRISES (MSE) SUPPLIERS AND START-UPS**

MSE suppliers can avail the intended benefits including payment terms only if they submit along with UDYAM certificate.

4.1.1 Definitions of MSEs owned by Women is under:

- i. In case of proprietorship firm, proprietor must be woman.
- ii. In case of partnership firm, the women partners must be holding at least 51% shares in the unit.
- iii. In case of private limited companies, at least 51% share must be held by women promoters.

4.1.2 Definitions of MSEs owned by SC/ST is under:

- i. In case of proprietorship firm, proprietor must be SC/ST.
- ii. In case of partnership firm, the SC/ST partners must be holding at least 51% shares in the unit.
- iii. In case of private limited companies, at least 51% share must be held by SC/ST promoters.
- iv. Authorized Offices to Issue SC/ST certificate. The caste/Tribe/Community certificate issued by the following authorities in the prescribed form for SCs/STs can be considered.
- v. District Magistrate / Additional District Magistrate / Collector / Deputy commissioner / Additional Deputy commissioner / Deputy collector/ 1st class stipendiary magistrate/ Sub divisional Magistrate/ Taluka Magistrate/ Executive magistrate/ Extra Assistant commissioner.
- vi. Chief Presidency magistrate/ Additional chief presidency magistrate/ Presidency magistrate.
- vii. Revenue Officer not below the rank of tahsildar.
- viii. Sub-Divisional officer of the area where the individual and/ or his family normally resides.
- ix. To avail the benefits of MSE under SC/ST category, the related documents as stated above should be submitted along with tender documents.

4.1.3 If MSEs quoted price is within price band L-1 + 15%, when L1 is non- MSE, the MSEs will be allowed to supply at least 25% of tendered quantity at L-1 rate subject to acceptance by MSEs to L-1 rate. (Minimum of 3% reservation for women owned MSEs and 6.25% for MSEs owned by SC/ST within the above mentioned 25% reservation). In case the contract cannot be split, the full/ complete supply of total tendered value shall be awarded to MSE. The preference to the MSEs will be given in order of their ranking L1, L2, L3, etc.**4.2 NO DEVIATION CLAUSE:**

Any deviations taken by bidder after submission of No deviation certificate will be ignored and No further correspondence in this regard shall be made.

4.3 REGISTRATION WITH STATUTORY BODIES

- 4.3.1 If Company/ Firm/ Agency/ Vendor is not registered with PF, ESI and Labour License (as applicable), they will have to comply with the statutory requirements within 30 days from award of contract, otherwise their bills will not be processed.
- 4.3.2 If Company / Firm is not having valid labour License, they have to get registered immediately after award of contract, in case they are engaging more than 20 workers, and submit the same within 30 days from award of work failing to do so contract will be cancelled and BHEL will entrust the work to any other contractor at the risk and cost of the contract, and the contractor shall be liable to pay the extra expenditure.
- 4.3.3 The contractor shall have separate PF and ESI code, BHEL will not allow the contractor to remit the PF and ESI of his employees through codes of others.
- 4.3.4 Apart from furnishing the above details, self-attested copies of relevant documents/ certificates must be enclosed with the Technical Bid. If at any stage, the document(s) submitted by Contractor is/are found incorrect/false, the necessary action will be taken by BHEL against contractor.
- 4.3.5 BHEL may reject the bid or in case the contract has been awarded, then terminate the contract apart from taking any other suitable action under the contract or applicable legal provisions or as per GeM GTC, 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.

Place / स्थान:

Date / दिनांक:

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**4.4 GOODS AND SERVICES TAX (GST)**

- 4.4.1 At the time of bill passing, the contractor shall submit the copy of the remitted GST challan of previous month / Quarter as proof of GST remitted to tax authorities and also a Certificate Stating that "GST Collected from BHEL has been remitted to tax authorities".
- 4.4.2 For services / supplies after implementation of New GST Return System i.e. from 01/10/2019, the following conditions will apply and contractor shall fully comply to the below points.
- 4.4.3 Response to Tenders for Indigenous contractor 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.
- 4.4.4 Contractor 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 ERP 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.
- 4.4.5 All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
- 4.4.6 Invoices will be processed only upon completion of statutory requirement and further subject to following:
- a. Vendor declaring such invoice in Form GST ANX-1
 - b. Receipt of Goods or Services and Tax invoice by BHEL
- 4.4.7 As the continuous uploading of tax invoices in GSTN portal (in GST ANX-1) is available for all (i.e. both Small & Large) tax payers under proposed new GST Return System, all invoices raised on BHEL may be uploaded immediately in GST portal on despatch of material /rendering of services. The supplier shall ensure availability of Invoice in GST portal before submission of invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's GST ANX-2).
- 4.4.8 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. Contractor 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.
- 4.4.9 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
- 4.4.10 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.
- 4.4.11 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.
- 4.4.12 Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contractors. 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.
- 4.4.13 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.

Place / स्थान:

Date / दिनांक:

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4.4.14 In case any changes in taxes and duties as per Gov. Notification (including GST), the same shall be applicable from time to time.

4.4.15 GST tax Invoice will be issued to the vendor on receipt/recovery of GST amount from the vendor.

4.5 TERMS FOR PRICE BID & RATE BASIS

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

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

4.5.3 The rate quoted shall remain firm and valid throughout the contract period (including if extended on mutual acceptance, if needed) and no extra payment will be reimbursed to the contractor by BHEL. Any increase of DA/ wages to the contract labour shall be absorbed by the contractor themselves during the period of contract.

4.5.4 Quotation should be valid for a period of 120 days from the date of tender opening.

4.5.5 The quoted rate should be including GST and inclusive of any taxes and duties levied or to be levied both by Central and State Government authorities from time to time. Such levies should be borne by the Contractor. GST will be paid only on submission of documentary evidence.

4.5.6 The quoted rate will be inclusive of supply of all items as per the scope of work. Any miscellaneous materials that have not been mentioned specifically in the specification/tender which are required for work, shall be deemed to be included in the specification and shall be supplied by the bidder without any extra charges. Any scope of activities which are not specifically mentioned in this specification but required for the completion of the work for safe, trouble free, normal operation shall be provided at no extra cost by the bidder, unless explicitly excluded in the specification. Any charges for the civil works/ construction materials used for the work will be in the scope of bidder.

4.5.7 The Contractor will have to cover their workmen under PF, ESI, Bonus Act etc. based on Minimum Wage.

4.5.8 Except applicable statutory deductions towards EPF, ESI, etc., the above stipulated wages shall be paid by the Contractor without any deductions like advance, training cost, accommodation cost, loan, etc.

4.5.9 The contractor should follow and comply with Minimum Wages, ESI, PF, Bonus, Group Insurance and other statutory regulations as stipulated in Factories Act and other applicable State/Central Government rules & regulations.

4.5.10 New vendors responding against BHEL website/ GeM/ CPPP, may visit the area of work, if they want to know the scope/ work details, and also area of work, prior to quoting.

4.5.11 Evaluation of the offer shall be done on the basis of delivered cost (i.e. "Total Cost to BHEL").

4.5.12 The vendor will be permitted to work round the clock to complete the work.

4.6 RATE FINALIZATION

4.6.1 Lowest prices received against BHEL Tenders need not be the acceptable to BHEL and in that case BHEL would not consider 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.

4.6.2 **BHEL will finalize the rates through Reverse Auction in GeM portal.**

4.6.3 In the event of the final L1 prices are not reasonable/ acceptable to BHEL, BHEL also may resort to short closure of this Tender.

4.7 CRITERIA FOR AWARD OF WORK

4.7.1 The evaluation of offer for award of work shall be on the basis of "Total Cost to BHEL" for Cumulative L1 (lowest bidder) basis on Net Cash outflow to BHEL after taking into account applicable Taxes and Duties.

4.7.2 In the course of evaluation, if more than one bidder happens to occupy L-1 status, Revised Price & Ranking will be arrived as per GeM terms & conditions.

4.7.3 BHEL's decision in such situations shall be final and binding.

4.8 TERMS & CONDITIONS FOR THE CONTRACTS

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

Place / स्थान:

Date / दिनांक:

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- 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 Head of WCM, to supervise the work or part of the work.
 - v. "Approved" and "Directed" means, the approval or direction of Head of WCM, or person deputed by him for the particular purposes.
 - vi. BHARAT HEAVY ELECTRICALS LIMITED" (herein after referred to as BHEL) shall mean the Board of Directors, Chairman, Executive Director, General Manager or other Administrative Officer of the said Company including AGM / WCM authorised 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.
 - x. 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.
- 4.8.2 **HEADING TO THE CONTRACT CONDITIONS:** The heading to these conditions shall not affect the interpretations thereof.
- 4.8.3 **WORK TO BE CARRIED OUT:** The Contract shall, include all labour, materials, tools, plant, equipment and transport which may be required for the execution of 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.
- 4.8.4 **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/WCM. No such work shall be valid unless the same has been specifically confirmed and accepted by BHEL in writing and incorporated in the Contract.
- 4.8.5 **ASSIGNMENT OF TRANSFER OF CONTRACT:** The Contractor shall not without the prior written approval of the BHEL, assign or transfer the contract or any part thereof, or any share, or interest thereon to any other persons. No sum of money which may become payable under the contract shall be payable to any person, other than the contractor unless the prior written approval of the BHEL to the assignment or transfer of such money is given.
- 4.8.6 **SUB-CONTRACT:** The Contractor shall not sub-let any portion of the contract.
- 4.8.7 **COMPLIANCE TO REGULATIONS AND BY-LAWS:** The Contractor shall confirm to the provisions of any statute relating to the work and regulations and Bye-Laws of any local authority. The Contractor shall be bound to give all notices required by statute regulations or By-Laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

Place / स्थान:

Date / दिनांक:

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4.8.8 SUBMISSION OF BILLS BY CONTRACTOR: Bills should be submitted within a week after execution of work during the calendar month. The Contractor shall submit a bill in triplicate detailing the various items of work done during the month supported by the requisitions issued from time to time. The Contractor shall, once in every month, submit to the end user / executing agency, separately details of his claims for the work done by him up to and including the previous month which are not covered by his contract agreement in any of the following respects:

- i. Deviation from the items provided in the contract documents.
- ii. Extra items / new items of work.
- iii. Items in-respect of which rates have not been settled. He should in addition furnish a clear certificate to the effect that the claims submitted by him as aforesaid cover all his claims and that no further claims shall be raised by him in respect of the work done up to and including the period under report.
- iv. Tenderer has to quote rates both in figures and in words for all the items given in the Bill of Quantities provided.

Along with bills, Contractors has to furnish self-attested copy of the following documents for further processing of bills:

- v. Copy of PAN card.
- vi. Documentary proof for payment of PF/ESI (for the last month) with respect to the employees engaged by the contractor with payment details relating to individual names to be submitted.
- vii. Copy of payment challan of previous Month / Quarter as proof of deposit of GST along with a certificate from the Contractor that tax collected from BHEL has been remitted to tax authorities.
- viii. If the Contractor is not registered for any statutory obligation and not liable there to, then a declaration shall be submitted along with offer that they are within the threshold limit.
- ix. Any other relevant document which is required from time to time as per BHEL requirement.

4.8.9 PAYMENT OF BILLS: All payments to be made to the contractor, under this contract shall be through Electronic Fund Transfer (EFT) only as per payment terms.

- i. Payment will be made after completion of work as per tender conditions on acceptance and certification of bills by respective area Executive in charge.
- ii. Statutory deduction like IT etc. will be deducted from contractor payment as required by Law.

4.8.10 EXTENSION OF CONTRACT: One or more extensions of the Contract may be done with mutual agreement between BHEL, Trichy and the approved Contractor. Such agreements shall be based on acceptance of the lowest rates and terms & conditions of the corresponding contract.

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

4.8.12 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.

4.8.13 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 & 24.07.2020 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if it is issued after 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.

Place / स्थान:

Date / दिनांक:

Signature of Authorized Signatory

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**4.8.14 INCOME TAX:**

- i. Income tax Shall be deducted at the applicable rate in respect of the service contract including supply of labour for any work as follows:
- ii. Self-attested copy of PAN card shall be submitted to Account Dept. along with original for verification.
- iii. TDS Certificate will be issued to vendors for each quarter ending as on 30th June, 30th Sept, 31st Dec and 31st Mar during the following quarter.

4.8.15 GST:

- i. Wherever GST is liable to be paid by the contractor, the contractor shall register himself under the GST Rules and a Self-attested copy of Certificate of Registration shall be furnished to Account Dept.
- ii. After registration, the payment of GST shall be effected by the contractor to the Central Government monthly/quarterly based on the invoices raised before the due date of payment. The GST Return also shall be submitted to the Government before the due date.
- iii. The invoice/bill in original duly signed by the contractor claiming the payment for GST shall clearly indicate the following:
 - Continuous Serial no. & date of the bill
 - Cost of the service
 - Separately showing the GST amount calculated at the applicable rate
 - PAN based GST Registration No.
- iv. The GST claimed in the bill will be paid to the contractor based on the proof of payment of GST to the Government for the previous month/quarter as the case may be.

4.8.16 AVAILING INPUT TAX CREDIT (ITC): As per GST in line with new GST Return System from 1st Oct 2019.

4.8.17 ORDERS UNDER THE CONTRACT: All orders, notices etc. to be given under the contract shall be in writing, type-script or printed and if sent by registered post to the address given in the Tender of the Contract, shall be deemed to have been served on the date, when in the ordinary course they would have been delivered to him. The Contractor shall carry out without delay all orders given to him. Contractor shall be deemed to have included in his tender price of all the plant, machinery and appliances required for the purpose of all operations connected with the work embraced under the contract to secure a satisfactory quality of work and rate of progress which in the opinion of the "Contract Signing Officer" will ensure the completion of the work within the time specified. BHEL is having every right to split the schedule and to award the work to single or many parties on the lowest offered rates basis. This is a time bound contract for period mentioned, and does not envisage any extension of time / period.

4.8.18 CONTRACTOR'S SUPERVISION:

- i. The contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to BHEL Officials.
- ii. 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.
- iii. The contractor or his accredited agent shall attend when required without making any claim for doing so to the Executive/WCM or OFFICER-INCHARGE, to receive instructions.
- iv. The respective area HOD have full powers and without assigning any reason, require the contractor to immediately cease to employ in connection with this contract, any agent, servant or employee where continued employment is, in his opinion undesirable. The contractor shall not be allowed any compensation on this account.

4.8.19 LABOUR:

- i. 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.
- ii. 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

Place / स्थान:

Signature of Authorized Signatory

Date / दिनांक:

with seal & full address



Act, EPF and Miscellaneous Provisions Act, 1952, Employees State Insurance Act, 1948 and other relevant Acts and rules framed, there under from time to time.

- iii. Contractor shall be responsible for making payment of wages and shall ensure disbursement of wages in the presence of the authority's representative of contract operating division who shall record under his signature at the end of entries in the Register of wages.
- iv. Contractor shall have/ obtain license under CL(R&A) Act, 1970.
- v. The contractor has to disburse the salary/wages for their workmen only through Bank (RTGS). The relevant Bank statement/proof for Bank payment should be produced along with PF and ESI and challans to Welfare Section every month.

4.8.20 COMPENSATION TO WORKMEN: 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, sewing, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works / during working at BHEL Units/ Offices/ townships and premises/ Project Sites.
- c) Compensation in respect of each of the victims:
 - (i) In the event of death or permanent disability resulting from Loss of both limbs: ₹ 10,00,000/- (Rupees Ten Lakh)
 - ii) In the event of other permanent disability: ₹ 7,00,000/- (Rupees Seven Lakh)
- 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

4.8.21 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.

4.8.22 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, the BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL where BHEL is a private person, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise.

4.8.23 LAWS GOVERNING THE CONTRACT: The contract shall be governed by the Indian Laws for time being in force.

- i. Should a tenderer or a contractor has a dependent/relative or in the case of a partnership firm, any of its partners or dependents of partners employed in BHEL, the authority inviting tenders should be informed of this fact at the time of submission of the Tender failing which Tender may be disqualified or if such fact subsequently come to light, the contract may be cancelled.
- ii. No BHEL employee and their dependents are eligible to submit their offer against this tender.

4.8.24 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

Place / स्थान:

Date / दिनांक:

Signature of Authorized Signatory

with seal & full address



to BHEL for any loss or damage resulting from any such cancellation to the same extend as provided in the case of cancellation for default. If the Contractor shall:

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

OR

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

OR

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.

4.8.25 CANCELLATION OF CONTRACT FOR INSOLVENCY ASSIGNMENT OF TRANSFER OR SUB-LETTING OF

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

If the Contractor,

- i. 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

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

OR

Assigns, Transfers, Sub-lets or attempts to assign, transfer or sub-let any portion of the work.

- ii. Whenever BHEL exercise the authority to cancel the contract under this conditions, BHEL may have the work done by any means at the contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by the respective area HOD) being less than the contract cost, the advantage shall accrue to the BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by the respective area HOD or the same shall be recovered from the Contractor by other means.
- iii. In case the BHEL carries-out the work under the provisions of this condition the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plants and/or labour provided by the BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the respective area HOD whose decision shall be final and conclusive.
- iv. 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.

4.8.26 CANCELLATION OF CONTRACT IN PART OF FULL FOR CONTRACTOR'S DEFAULT:

If the Contractor:

- i. makes default in carrying out the work as directed and continues in that state after a reasonable notice from Head of WCM., or his authorised representative;

Place / स्थान:

Date / दिनांक:

Signature of Authorized Signatory

with seal & full address

- ii. fails to comply with any of the Terms and Conditions of the contract or 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 exercise the authority to cancel the contract as whole or part under this condition BHEL may complete the work at the contractor's risk and cost (as certified by Head of WCM., which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL. If the cost exceeds the moneys due to the contractor under this contract the contractor shall either pay the excess amount ordered by Executive/WCM or the same shall be recovered from the contractor by other means. In case the BHEL carries out the work or any part thereof under the provisions of the conditions the cost to be taken into account in determining the excess cost to be charged to the contractor under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or labour provided by the BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the Head of WCM., whose decision shall be final and conclusive.

4.8.27 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.

4.8.28 SPECIAL POWER TO TERMINATION: If at any time after the award of contract, BHEL shall for any reason whatsoever does not require whole or any part of the work to be carried out, then Head of WCM shall give notice in writing of the fact to the Contractor and terminate the contract. The contractor shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the fore-closing of the work.

4.8.29 FORCE MAJEURE CLAUSE:

As per GeM GTC

4.8.30 ARBITRATION AND CONCILIATION:

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 as per GeM GTC

Appendix I

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

To,

M/s. (Stakeholder's name)

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

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

Sir,

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

Place / स्थान:

Date / दिनांक:

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with seal & full address



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

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

Yours faithfully,

Representative of BHEL

Appendix II

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

To,
BHEL

.....

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

Ref: Contract/MoU/Agreement/LOI/LOA No

& date _____

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

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

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

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

Yours faithfully,

(Signature with stamp)

**Authorized Representative of Contractor
Name, with designation Date**

Place / स्थान:

Date / दिनांक:

Signature of Authorized Signatory

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

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

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

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

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

- 4.8.31 **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 aforesaid arbitration clause.
- 4.8.32 **SIGNING OF CONTRACT:** Each contract document shall be signed by the Contractor with his usual signature. Contract by partnership of Hindu Joint Family firm, may be signed in the FIRM'S name by one of the Partners or the Karta or Manager as the case may be or by any other duly authorised representative followed by the name and designation of the persons so signing. Contracts by a Company shall be signed with the name of the Company by a person authorised in this behalf and a power of attorney or other satisfactory proof showing that the persons signing the Contract documents on behalf of the Company is duly authorised to do so, shall accompany the contract.
- 4.8.33 **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.
- 4.8.34 **INCIDENT MANAGEMENT POLICY ON GEM / GROUNDS FOR ADMINISTRATIVE ACTION:**
As per GeM GTC
- 4.8.35 **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

Place / स्थान:

Date / दिनांक:

Signature of Authorized Signatory

with seal & full address

contractor shall return all proprietary/confidential information to BHEL. This clause shall survive termination or expiry of the contract.

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

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

4.8.36 STATUTORY REQUIREMENTS:

- i. 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.
- ii. 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.
- iii. 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.
- iv. Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and provide a copy of the same to BHEL.
- v. Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.

4.8.37 **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 centres, 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.

4.8.38 **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.

4.8.39 **LIEN OF CONSIGNMENTS:** The Contractor shall have no 'lien' of any kind over the consignments entrusted for transportation. Any dispute with the Contractor and the consignees shall be settled on negotiations but under no circumstances, delivery of the materials shall be withheld by the Contractor.

4.8.40 **SAFEGUARD OF EMPLOYER'S INTERESTS:** Contractor shall watch and safeguard Employer's interests during the performance of the work. The contractor shall carefully check each and every consignment/item/commodity with the relevant forms/documents.

Place / स्थान:

Date / दिनांक:

Signature of Authorized Signatory

with seal & full address

**4.8.41 RIGHTS:**

- i. BHEL may enter into parallel Contract simultaneously with any number of Contractor as may be deemed fit at any time during the period of Contract in the Interest of the work for any or all the stations and for any or all the schedules.
- ii. In case of breach of any of the terms and conditions of the Contract, BHEL will entrust the work to any other Contractor at the risk and cost of the Contract and the Contractor shall be liable to pay the extra expenditure, damages, loss suffered on account of the cancellation of the Contract
- iii. All amounts including the losses / damages / penalties / compensations etc., resulting from non-compliance with the terms of Contract, payable by the Contractor to BHEL under the Terms of the Contract will be recovered from the outstanding payments to Contractor either under this Contract or any other Contracts or from Security Deposit or from both. In case this amount is insufficient for such recoveries, the Contractor shall make good the balance amount by actual payment. In addition, BHEL, Trichy will recover the said amounts through its sister concerns, from the payments due to the Contractor in any of the units of BHEL located in any part of India.
- iv. The Contractor is not allowed to pass the responsibilities connected with the Contract to other agencies / Contractors, the Contractors shall not sublet or transfer the Contract or any part thereof, which tantamount to termination of the Contract and thereby attracting the penalty or forfeiture of security deposit.
- v. The Contractor shall have no right to demand at any time during the currency of this Contract any minimum quantity of Work for this Contract.
- vi. BHEL may verify / audit check by surprise visits at various locations of Works at their discretion and see whether the above requirements are complied with by the Contractor. In case the above requirements are not complied with, severe actions may be taken by BHEL on such Contractors, as deemed fit.

4.8.42 RISK PURCHASE: In case of abnormal delays (beyond the maximum late delivery period as per LD clause) or non-fulfilment of any other terms and conditions given in work order, BHEL may cancel the work order in full or part thereof, and may also make a contract of such work/service from elsewhere / alternative source at the risk and cost of the original contractor. BHEL will take all reasonable steps to complete the contract obligations from alternate source at optimum cost. If bidder does not agree to the above Risk Purchase Clause, BHEL reserves the right to reject the offer. In case for compelling reasons BHEL accepts the offer without acceptance of this clause by the bidder and in the eventuality of Risk Purchase, appropriate action will be taken as per BHEL extant rules. This will be without prejudice to any other right of BHEL under the contract. Risk & cost clause, in line with conditions of contract may be invoked in any of the following cases:

1. Contractor's poor progress of the work vis-à-vis execution timeline as stipulated in the contract, backlog attributable to contractor/ supplier including unexecuted portion of work/ supply does not appear to be executable within balance available period (#) considering its performance of execution.
2. Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.
3. Non completion of work / Non-supply by the contractor within scheduled completion/delivery period as per contract or as extended from time to time, for the reason attributable to the contractor.
4. Termination of contract on account of any other reason (s) attributable to contractor.
5. Assignment, transfer, subletting of contract resulting in termination of Contract or part thereof by BHEL.
6. Non-compliance to any contractual condition or any other default attributable to contractor.

Risk and Cost amount against balance work will 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.

Place / स्थान:

Signature of Authorized Signatory

Date / दिनांक:

with seal & full address

H = Overhead Factor to be taken as 5

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

*(Balance scope of work/ supply)

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

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

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

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

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

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

4.9 **CONFLICT OF INTEREST**

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

- a) they have controlling partner (s) in common; or
- b) they receive or have received any direct or indirect subsidy / financial stake from any of them; or
- c) they have the same legal representative / agent for purposes of this bid; or
- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about; or
- 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. this does not limit the inclusion of the components / sub-assembly / Assemblies one bidding manufacturer in more than one bid; or
- f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise 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.

4.10 **COMPLIANCE WITH VARIOUS LABOUR LAWS BY THE CONTRACTS:**

4.10.1 The contractor shall not engage in connection with the work any person who has not completed 18 years of age or has completed 60 years of age.

4.10.2 The contractor shall in respect of labour employed by him, comply with following statutory provisions and rules and in regard to all matters provided therein.

- a) The contract Labour (Regulation & Abolition) Act 1970 and the related Rules.
- b) The minimum wages Act 1948 and the related rules
- c) The payment of wages Act 1936 and the related rules.
- d) The Factories Act 1948 and related Tamil Nadu Rules.

Place / स्थान:

Date / दिनांक:

Signature of Authorized Signatory

with seal & full address



- e) The Employees' Provident Fund & Miscellaneous provisions Act 1952.
 - f) The Employees State Insurance Act 1948.
 - g) Workmen Compensation Act 1923
 - h) Payment of Bonus Act 1965
 - i) Maternity Benefit Act, 1961
 - j) Payment of Gratuity Act, 1972
 - k) Inter-State Migrant Workmen (Regulation of Employment & Conditions of Service) Act, 1979
 - l) Equal Remuneration Act, 1976
 - m) Industrial Employment (Standing Order) Act, 1960 (In case of engaging 100 or more workmen)
 - n) 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.

4.10.3 REGISTRATIONS AND LICENCING:

Every contractor shall register his name with the Personnel & Administration Department of BHEL Trichy-14 before taking up the work awarded to him by giving the following information and getting a code Number.

- a) Name of the Contractor
- b) Nature of Work
- c) Period of Work
- d) Number of maximum labour employed by him on anyone day.
- e) License No. & Date (Applicable in case of contractors employing 20 or more workers)
- f) The labourer should be enrolled with PF, ESI and enrolment No should be furnished on finalization of contract.

4.10.4 The contractor employing 20 or more workmen shall obtain a license from the authorities (The Deputy Chief Inspector of Factories / Assistant Commissioner of Labour as the case may be). This license shall be amended and / or renewed wherever there is an increase in the workmen employed by him or in the event of contract being extended or renewed. The contractor shall inform the license number to the BHEL Management before taking up the work.

4.10.5 The contractor (licensed or unlicensed) shall promptly furnish every information and document required by BHEL Authorities.

4.10.6 WAGES: The contractor has to disburse the salary/wages for their workmen only through Bank. The relevant Bank statement/proof for Bank payment should be produced along with PF and ESI challans to Welfare Section every month. The contractor shall have separate PF and ESI code, BHEL will not allow the contractor to remit the PF and ESI of his employees through codes of others. The contractor shall pay wages to the workmen employed by him at the rate, which shall not be less than the minimum wages declared by Tamil Nadu Government from time to time. A certificate of payment shall be furnished in duplicate by the contractor to the Engineer In-charge for each month. The contractor shall inform the BHEL Management every month the details of contract labour engaged for each contract in the following forms:

- a) Serial Number
- b) Location
- c) Period of Work
- d) No. of Contract labour engaged during the month
- e) No. of days worked
- f) No. of Man – days worked
- g) Wages paid to his workers.

The above statement shall be furnished to BHEL Management at the end of every month.

4.10.7 **REGISTERS AND RECORDS:** The contractor shall maintain necessary documents/ Formats and Registers and submit returns as required under the Contract Labour (Regulation and Abolition) Act 1970 periodically to BHEL Management and to the Licensing Authority. All registers and records shall be preserved in original for a period of three years. All the registers, records and notice maintained under the Act and rules shall be produced on demand by inspector or any authority under The Act.

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Date / दिनांक:

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4.10.8 WORKING CONDITIONS:

- a) The contractor shall provide all safety devices and personal protective equipment to his workmen at his own cost and shall ensure that his workmen wear / use such device or equipment provided to them while doing the work and there should not be any relaxation on this.
- b) The contractor shall ensure that his workmen vacate the premises after shift is over.
- c) The Contractor should bring contract labour to BHEL premises at his/her own cost, risk and execute the work allotted to him in BHEL premises. All safety equipment's to the workmen, safety rules & regulations are to be followed as per BHEL's Safety Rules & Regulations.
- d) BHEL will no way be responsible for any loss of life or any injury caused to any of the contractors or their crew while executing the above work at BHEL premises.

4.10.9 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 labour engaged by him insured under workmen's compensation policy from General Insurance Corporation of India before actually starting the work of contract. The Insurance Coverage should be for the entire period of contract. The contractor shall comply with the provisions of the Workmen's Compensation Act 1923. (This should be read in connection with the provisions of ESI Act.)

4.10.10 COVERAGE UNDER THE ESI / PF ACT MISCELLANEOUS PROVISIONS ACT:

- a) The contractor shall ensure that all his workmen are covered under the Employee's Sate Insurance Act and produce to BHEL such Registration number/ Enrolment Number before executing the contract work.
- b) The contractor shall regularly pay the amount by contribution i.e., employers contribution as well as employee's contribution in pursuance of the above scheme as fixed from time to time.
- c) The contractor shall ensure that his workmen are covered the PF & miscellaneous provisions Act 1952 and accordingly produce to the BHEL Management the Registration / Enrolment number before awarding of contract work.
- d) The Contractor shall within seven days of the close of every month submit to BHEL a statement showing the amount of contribution payable / paid for employees engaged by him or through him and shall also furnish to BHEL such information, as Principal Employer is required to furnish under the provisions of the ESI Act PF as well as the schemes made there under to the authorities concerned.
- e) Whenever any sum of money is found to be recoverable from or payable by the contractor, the same shall be deducted from any sum that may be due or which at any time thereafter may become due to the contractor under this contract or under any other contract or from his security deposit. In case the recoveries are not sufficient to satisfy the claims, the contractor shall pay the balance thereof on demand. In case any recoveries are made under this clause from the security deposit, the contractor shall immediately thereafter pay such further sum as may be required to replenish the shortage caused by such recoveries in the amount of security deposit.
- f) In case of non-compliance of the provisions of the Acts and in case BHEL having complied with the same BHEL will be entitled to recover the same from the contractor / sub-contractor.
- g) The contractor shall abide by all the labour and other laws applicable to contract labour / worker under this contract and shall at all-time keep BHEL Indemnified against all losses, claims, prosecutions under any law.
- h) Non exercise of any of the powers or rights available under any law, shall not in any way operate as waiver thereof.

4.10.11 BIOMETRIC ENTRY/EXIT SYSTEM FOR CONTRACT WORKMEN:

- a) The Entry/Exit of the contract workmen is to be regulated only through Biometric system.
- b) The Contractor initially will be issued with a temporary gang pass for his/her contract workmen for period of ten days.
- c) The contractor should arrange photo coverage for all his/her workmen within the above stipulated time.
- d) The Contractor has to submit Form I for all his/her contract workmen. All the particulars required in Form I are to be provided by the contractor without fail.
- e) The contractor should educate the contract workmen in registering the attendance through the system.
- f) Whenever a contract workman migrates or leaves service, the contractor has to surrender the biometric card of the particular contract workman to Contract Cell with immediate effect.

Place / स्थान:

Date / दिनांक:

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with seal & full address



- g) If a contract workman having biometric card joins another contractor, the contractor who engages them, has to intimate contract cell along with the biometric card for switching over the contract workmen from the earlier contractor to the present contractor.
- h) 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.200/- per card will be deducted from the final bill / security deposit of the contractor.
- i) If any contract employee lost his / her entry card, the contractor shall arrange a duplicate entry card for the employee by paying an amount of Rs.200/-.
- j) The Contractor is totally responsible for the biometric cards issued to his/her contract workmen.
- k) The Contractor has to indemnify BHEL for all the damages and losses caused by his/her workmen.

4.10.12 SAFETY CONDITIONS: Tamil Nadu Factories Rules, 1950:

- a) 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.
- b) 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.
- c) 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.
- d) 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.

4.10.13 COMMON TERMS AND CONDITIONS FOR WORKS CONTRACT RELEVANT TO SAFETY:

- a) All the Contract employees should be trained on Safety and certified by Safety/BHEL. New employees should undergo Safety Training before take up the work, without Safety Training no contract person is allowed to do any work.
- b) Use of cell phones and other mobile electronic devices (including hands-free devices) in the work spot and during the operation of a vehicle in the BHEL premises is prohibited.
- c) Contractor employees working on BHEL premises must wear appropriate personal protective equipment. Strict adherence to all required Personal Protective Equipment (Helmet, Safety Shoes and Goggles) are mandatory, specific PPE requirements will be based on job type or tasks performed.
- d) Excessively loose-clothing, dhoti/Lungi is prohibited especially around rotating or moving equipment.
- e) The contractors work area should be kept clean and orderly, free of clutter and trash, so that work may proceed in a safe and orderly manner. Tools should be safely positioned during use and promptly put away when no longer required.
- f) Fire-fighting, emergency shutdown devices, and life-saving equipment, should not be blocked by the contractors and access to the path to this equipment should be maintained at all times.
- g) Only approved equipment should be used in locations where flammable mixtures are present. A Hot Work Permit is required when open flames, or electric arcs are in the work area and while handling flammable materials.
- h) Smoking is not allowed in work area.
- i) BHEL operate under a comprehensive Emergency Response Plan. Contractor should be aware of the site Emergency Response Plan and communicate that plan to all their employees.
- j) It is recommended that the contractor should know & display the emergency phone number like Fire, Ambulance, Safety, Security etc. at their work area.
- k) It is the responsibility of the contractor to understand and use the appropriate Work Permits and to verify any permit requirements at the location. Contractor must make necessary arrangements with their Representative to acquire appropriate authorization to perform those operations at the site.

4.10.14 TERMS & CONDITIONS of the Contract shall be applicable to the extent that the condition therein do not supersede these special condition given below:

- a) The Contractor or his/ her crew should handle the machinery and other equipment's entrusted to them by BHEL with utmost care and return them safely after execution of stipulated work. The cost of damage, repair due to improper handling of machinery and equipment will be recovered from the contractor.
- b) Contractor shall supervise the work carried out by his/her employees.
- c) Contractor shall 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, proficiency, qualification, experience etc.

Place / स्थान:

Signature of Authorized Signatory

Date / दिनांक:

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- d) Contractor shall maintain appropriate records of his/her employee's deployed carry out the job(s).
- e) Contractor will be responsible for the good conduct of his/her employees. In case any misconduct/ misbehaviour by any employee, the contractor will replace such employee(s) immediately.
- f) Contractor will ensure that the job is executed through his/her employees only and under any circumstances; the contractor will neither deploy any casual employee to carry out the job nor shall subcontract the job without prior written permission.
- g) Contractor shall be solely responsible for non-payment / delayed payment of minimum contribution under EPF & MP Act, ESI Act, Bonus, etc.
- h) In case, the contractor fails to make payment of wages to his/her employees or remittance of contribution to the concerned authorities, the security deposit / other dues / running bills under the contract can be utilized by BHEL to discharge the liability of the contractor.
- i) The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
- j) Contractor shall observe provisions of the Factories Act, 1948 in respect of working hours, holidays, rest intervals, leave and overtime to his/her employee. No work shall be done on second / third shift, overtime, Sundays or on other declared holidays without proper permission.
- k) The Contractor should maintain a 'Work Diary' containing the details of work executed by him from time to time on Shift/ Daily basis and obtain the signature from official concerned nominated for this purpose for having executed the work correctly and satisfactorily.
- l) The proof of execution of work should be submitted along with each bill (printed form with covering letter and proof for execution of work).
- m) Necessary gate entry pass will be issued by BHEL Security Department for Contract Workmen based on your application duly forwarded by the Contract Executing Department and approved by HR/ Welfare/ Contract Cell on fulfilment of the Statutory Obligation by the Contractor.
- n) In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his/her employees from the establishment of BHEL. In case, contractor decides to terminate services of his/her employees, he should settle all terminal dues including retrenchment compensation.
- o) The Contractor has to equip himself with standard wire ropes, nylon ropes, belt, lifting tackles, tools etc. In addition, BHEL will supply special type of wire ropes, lifting tackles, tools etc., to the Contractor free of cost as and when required if necessary.
- p) The contractor is directly responsible for injuries / death of vehicle driver or any person employed by him as well as to the third party occupants or other users arising due to accident or otherwise of vehicle during the contractual period. At any point of time, BHEL will not be responsible for any loss / damage either to the person or to the vehicle arising out of accident of the vehicle for performing the contractual obligations.
- q) Any damage to BHEL materials due to rough and faulty handling by the contractor's men will have to be made good by the contractor to BHEL. Similarly, if any damage caused to BHEL equipment's/installation, property of third party in the course of work by the contractor's men, the same shall be made good by the contractor.
- r) The workmen engaged under this contract should not be permitted to stay inside BHEL complex after completing their day's work. It will be the responsibility of the contractor to take the labourers out of BHEL Complex as soon as their day's work is over.
- s) WCM will be arranging the contract. User Department is to be approached by the contractor regarding execution of work, Bill Certification, Bill processing / passing, Payment, Penalty, Contract closing etc.

Place / स्थान:

Date / दिनांक:

Signature of Authorized Signatory

with seal & full address



ANNEXURE – I

(TO BE SUBMITTED ON BIDDER'S LETTER HEAD)

No Deviation Certificate

Name of Works: Annual Subscription for Autodesk Products available in Trichy, BAP-Ranipet, Haridwar, EDN and Hyderabad.

Tender No: _____

Tender Date: _____

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) 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.

Yours Sincerely,

Signature of the Bidder with date & Seal


Place / स्थान:

Date / दिनांक:

Signature of Authorized Signatory

with seal & full address

Annexure-II

 BHEL - TRICHY	NON-DISCLOSURE AGREEMENT	Doc.No. : ISMS-04/TP/010	
		Ver. No: 3.0	Rev. No: 01
		Date : 25 - 11 - 16	

NON-DISCLOSURE AGREEMENT

I, _____ (Name), _____ (Staff No. / Apprentice No), _____ (Designation), am aware that the information received or generated, directly or indirectly by me, while working with BHEL as an employee/apprentice, is confidential and acknowledge that the nature of the business of BHEL is such that the following conditions are reasonable and I covenant and agree to abide by the same.

I agree not to disclose, either directly or indirectly, to any one not authorized any information related to BHEL, except during the normal discharge of official duty and under statutory obligation. Without restricting the generality of the foregoing, I further agree that I will not disclose, verbally or in writing, by demonstration or in any other mode, all such information, that I am possession of in tangible or intangible form, including:

- Technical information: Methods, drawings, processes, formulae, compositions, systems, techniques, inventions, computer programs/data/configuration and research projects;
- Business information: Customer lists, business plans, operation, project schedules, pricing data, estimates, financial or marketing data, survey reports, sources of suppliers and contractors;
- Managerial information like Manpower planning, employee details, policy matters;
- Proprietary information: Information relating to intellectual property rights including but not limited to Trade Marks, Copy Rights, Patents, and Designs.

On resignation, retirement, ceasing to be in service for any reason whatsoever or completion of the training period I shall return to BHEL all documents and property of BHEL which I came into possession directly or indirectly during the course of service. I further agree that I shall not retain copies, notes or abstracts of the foregoing.

Even after my ceasing to be from service for any reason whatsoever, I further agree that I will not divulge any information to anyone which came into my knowledge/possession either directly or indirectly relating to BHEL while in service.

I acknowledge that the aforesaid restrictions are necessary and fundamental to the business of BHEL and are reasonable, given the nature of business carried on by BHEL. I am aware that for violation of any of the above terms and conditions I am liable for action departmentally as well as under civil, criminal and appropriate laws. I agree that this agreement shall be governed by and construed in accordance with the laws of the Country.

I have read the contents above, understood and signed this on at Tiruchirappalli.

Signature:

[Restricted Use]

Name:

Place / स्थान:

Signature of Authorized Signatory

Date / दिनांक:

with seal & full address

Annexure – III

Confirmation of Compliance to the Tender Requirements

Sl. No.	Description	Accepted (Yes/No)	Remarks
1.	The Vendor has to renew Annual subscription of Autodesk products and provide necessary proof from OEM for Software Update and Product Support with Product Number, Product Features, and Quantity etc. within 15 days of receipt of Purchase/Work Order from respective units. The vendor has also to provide a user guide in the form of soft copy for accessing and downloading upgrades, logging bugs, complaints etc.		
2.	Assistance in installation of Autodesk products under Annual subscription in BHEL		
3.	Installation of new licenses in License servers		
4.	Telephonic, Fax, E-mail support during office hours of BHEL.		
5.	Product maintenance release in the form of free fixes and patches after proper testing.		
6.	Product supply and upgrade at no extra cost		
7.	Knowledge sharing sessions on the Upgrades		
8.	24 x 7 access to WEB support for problem escalation.		
9.	In the event of the problem not being sorted out by the above means deploying persons to site for solutions should be ensured (visits to respective units of BHEL).		
10.	Onsite support during critical circumstances involving dedicated consultancy group.		
11.	Resident Service Engineer shall be posted at locations with minimum 100 licenses (Trichy and Hyderabad)		
12.	Problem investigation and workarounds		
13.	Fixes / patches on the specific hardware platform		
14.	NDA will be executed (Annexure II)		
15.	Certificate from Autodesk (OEM) for this Tender		

Place / स्थान:

Date / दिनांक:

Signature of Authorized Signatory

with seal & full address

TECHNICAL BID FORM
Tender No. 9472300017 dt.10.03.2023

Description: Annual Subscription for Autodesk Products available in Trichy, BAP-Ranipet, Haridwar, EDN-Bangalore and Hyderabad

S NO	DESCRIPTION	RESPONSE
1	VENDOR NAME	
2	BHEL VENDOR CODE (IF ANY)	
3	BIDDER'S QUOTATION REFERENCE No.	
4	QUOTATION DATE	
5	NAME OF PERSON AND ADDRESS FOR COMMUNICATION RELATED TO TENDER	
6	CONTACT PHONE	
7	MOBILE	
8	EMAIL ID	
9	PAN NUMBER	
10	GST REGISTRATION NO.	
11	PF Registration No. (if any)	
12	ESI Registration No. (If any)	
13	Labour License Registration No. (If any)	
14	% OF GST APPLICABLE TO THE VENDOR FOR THIS WORK (To be mentioned by bidders)	
15	Liquidated damages (LD) / penalty as per tender conditions (To be agreed by bidder)	
16	Payment terms as per tender conditions (To be agreed by bidder)	
17	Acceptance to scope of work and technical terms & conditions as per tender. (To be agreed by bidder)	
18	Acceptance to Risk Purchase Clause as per tender. (To be agreed by bidder)	
19	DISCLAIMER CLAUSE: Neither the Organization (Bharat Heavy Electricals Ltd.) nor the service provider (M/s. GeM Portal.) is responsible for any failure of submission of bids due to failure of internet or other connectivity problems or reasons thereof. (To be agreed by bidder)	
20	Offer should be submitted as TWO part bids (Techno-commercial bid + Price bid) in the GeM portal. Sufficient notice would be given by BHEL for corrigendum / extensions and it will be published in following websites, http://bhel.com , http://eprocure.gov.in After the scrutiny of techno-commercial bids, the price bids of only techno-commercially qualified offers will be opened with prior intimation. (To be agreed by bidder)	
21	Declaration for website downloaded and non-tampering of tender document: I/We hereby declare that I/We have downloaded the Tender Document from the website https://eprocurebhel.co.in and I/We have not tampered the tender document. In case at any stage, if it is found that the information given above is false or incorrect, BHEL shall have the absolute right to take any action as deemed fit without any prior intimation. (To be agreed by bidder)	
22	I / We confirm that none of its group concern or affiliates etc., appears on the list of banned firms/ companies by BHEL (list available on www.bhel.com) nor any of the Director / Partner / proprietor of bidder / such group concern or affiliate etc. are involved with such company. (To be agreed by bidder)	
23	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. (To be agreed by bidder)	
24	QUOTATION VALIDITY: 120 DAYS FROM TECHNICAL BID OPENING (To be agreed by bidder)	
25	Proof of status of company as per tender condition. (Copy to be uploaded in GeM portal)	
26	Bidder shall be an M/s Autodesk Authorized Resellers (proof to be enclosed) and letter from M/s. Autodesk (OEM) to participate in this tender should be enclosed along with Technical bid. (Copy to be uploaded in GeM portal)	
27	Tender document (all pages) & duly filled Technical Bid form to be Signed & seal by bidder's Authorized signatory (Copy to be uploaded in GeM portal)	
28	Duly filled Technical Specification Compliance form to be Signed & seal by bidder's Authorized signatory (As per Annexure-III) (Copy to be uploaded in GeM portal)	
29	No deviation certificate in bidder's letter head. (Copy to be uploaded in GeM portal)	
30	Non-Disclosure Agreement must be signed by the bidder (As per Annexure-II) (Copy to be uploaded in GeM portal)	

Documents to be attached

Sr. No.	Document name	Mandatory
1	Digitally / Physically Signed copy of tender document- techno commercial bid	Yes
2	Duly filled Technical bid form to be uploaded - Digitally / Physically Signed with seal	Yes
3	Duly filled Technical Specification Compliance form to be Signed & seal by bidder's Authorized signatory	Yes
4	No deviation certificate as per Annexure I on bidder letter head only	Yes
5	Non-Disclosure Agreement must be signed by the bidder (As per Annexure-II)	Yes
6	Copy of PAN card and/or PARTNERSHIP DEED / CERT OF INC MOA and AOA if applicable	Yes
7	Copy of GST Registration	Yes
8	Copy of PF/ ESI /Labour License as applicable	No
9	Bidder shall be an M/s Autodesk Authorized Resellers and letter from M/s. Autodesk (OEM)- copy to be uploaded	Yes