

BHARAT HEAVY ELECTRICALS LIMITED

High Pressure Boiler Plant, Tiruchirappalli- 620014

Maintenance & Services Dept. (FB)

NOTICE INVITING TENDER

1.	Tender Ref No:	9252100032 / 13.03.2021
2.	Tender Type	Single Tender (Vendor Name: M/s FANUC INDIA PRIVATE LIMITED-VC (73955)-Single part
3.	Name of works	CAMC for FANUC Modules at BHEL, Trichy Complex
4.	Location of work	BHEL-Trichy Premises.
5.	Period of contract	Twelve months from the date of award of contract.
6.	Earnest Money Deposit Amount	Waived
7.	Contents of Tender Document.	<u>Part-I - TECHNO COMMERCIAL BID</u> <u>Pages</u> NIT & INSTRUCTIONS TO THE TENDERER 1-2 A. SCOPE OF WORK 3-7 B. TECHNICAL TERMS & CONDITIONS 8-9 C.GENERAL TERMS & CONDITIONS OF CONTRACT 10-15 <u>Part- II - Price Bid</u> 16
8.	Submission of offer	By Post/e-mail. The Tender documents can be downloaded from BHEL website/e-procurement portal free of cost.
11.	Due date for submission of offer	31.03.2021/ 13:30 Hrs.
12.	Due date for Tender opening	31.03.2021/ 14:30 Hrs.

INSTRUCTIONS TO THE TENDERER

- In case of post/courier, Tender should be submitted in a sealed cover super- scribing the NAME OF WORK, ENQUIRY NUMBER, etc., The duly filled Tender should be addressed to: The Engineer/M&S Department-Contracts/2&4 Building/BHEL-Trichy-620014.
- In case of e-mail, 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.
 - o 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.
 - o 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 bid submission.
 - o The bidder has to upload the scanned copy of all the mentioned original documents (in colour) during bid-submission.
- The Bidder shall sign each and every page of tender documents, and affix seal for having accepted the conditions.

- All entries in the tender documents should be in one ink or typed. Tenders should be FREE FROM CORRECTION AND ERASURES, Corrections if any, must be attested. Offers should be in ENGLISH and accompanied by detailed Point to point confirmation of the scope of work.
- Offer should be valid for a period of 120 (One Hundred & Twenty) days from Techno-commercial bid opening date.
- 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 must be signed digitally / physically by Partner/ Director of the Firm or by the person holding the Power of Attorney on behalf of the Firm concerned. In the latter case, a copy of Power of Attorney, duly attested by a Notary Public must accompany the tender.
- 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.

PART-I (TECHNO COMMERCIAL BID)

A. SCOPE OF WORK:

ITEM NO.	SCOPE OF WORK	UOM	QTY
10	FOLLOW-ON-CONTRACT (FOC): FANUC MODULES (upto - 5 axis) The details of the CNC controls are given below: Building 5 1)Fanuc Sl.no:I006C1546 Fanuc model : OMC Machine Serial No:19 MTB: Batliboi Machine type : BR 6 CNC Location : 4659-3272 2)Fanuc Sl.no:I006C1552 Fanuc model : OTC Machine Sl No:1337 Machine type :HMT MTB :STC 25 Location : 4474-3287 3)Fanuc Sl.no:I018C1644 Fanuc model : OTC Machine Sl No:14359 MTB : HMT Machine type: L45 CNC Location: 4145-3501 4)Fanuc Sl.no :I99ZC1487 Fanuc model: OTC Machine Sl No: 027-00-84 MTB: Warner & swasey Machine type: WSU-18 Location :4479-3241 5)Fanuc Sl.no :I99ZC1485 Fanuc model: OTC Machine Sl No: 027-00-185 MTB :Warner & swasey Machine type :WSU-18 Location :4479-3242 6)Fanuc Sl.no :I002D2247 Fanuc model :OTD Machine Sl No :1095 MTB : HMT Machine type :STC 20 Location :4471-3262 7)Fanuc Sl.no :I001C1500	NO	23

Fanuc model :0TC Machine Sl No :60099003 MTB :The Mysore kirloskar Machine type :Spectra turn 15 Location :4478-3237 8)Fanuc Sl.no :I037I1647 Fanuc model :0iMA Machine Sl No :10 MTB :Batliboi Machine type :BR 6 CNC Location :4659-2770 9)Fanuc Sl.no :I99ZC1486 Fanuc model :0TC Machine Sl No :027-00-183 MTB :Warner & swasey Machine type :WSU-18 Location :4479-3240 10)Fanuc Sl.no :I001C1497 Fanuc model :0TC Machine Sl No :60699001 MTB :The Mysore kirloskar Machine type :Spectra turn 15 Location :4478-3231 Building 6 11)Fanuc Sl.no :I003C1526 Fanuc model :0TC Machine Sl No :1331 MTB :HMT Machine type:STC 25 Location :4474-3268 12)Fanuc Sl.no :I001C1498 Fanuc model :0TC Machine Sl No :60699002 MTB :The Mysore Kirloskar Machine type :Spectra turn 15 Location :4478-3232 13)Fanuc Sl.no :I003C1525 Fanuc model: 0TC Machine Sl No: 1332 MTB: HMT Machine type: STC 25 Location: 4474-3269 14)Fanuc Sl.no :I024D3415 Fanuc model: 0TD Machine Sl No: 60099004		
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MTB:The Mysore Kirloskar Machine type: Spectra turn 15 Location:4478-3256 Building 1 15)Fanuc Sl.no :I018C1643 Fanuc model: 0TC Machine Sl No: 14360 MTB: HMT Machine type: L45 Location: 4145-3512 16)Fanuc Sl.no :E06XA1429 Fanuc model: 18i-TB Machine Sl No: 3MNC46 MTB: Modern M/C Tool co. Machine type: 3MNC Location: 5951-4014 17)Fanuc Sl.no :I021C1649 Fanuc model:0TC Machine Sl No: 231.002 MTB: HEC Machine type: LC140N Location: 4137-3517 18)Fanuc Sl.no :I022C1650 Fanuc model: 0MC Machine Sl No: HB627 MTB: HMT Machine type: CNC UMM1309 Location: 4828-3503 19)Fanuc Sl.no :I98YC1369 Fanuc model:0MC Machine Sl No:5 MTB:BATLIBOI Machine type:BDC-50 Location:4705-3179 20)Fanuc Sl.no :I005C1543 Fanuc model:0TC Machine Sl No:1335 MTB:HMT Machine type:STC25 Location:4474-3288 21)Fanuc Sl.no :I006C1550 Fanuc model: 0TC Machine Sl No:1336 MTB:HMT Machine type:STC 25		
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	Location: 4474-3289 Building 50 22)Fanuc Sl.no :E06X03499 Fanuc model:18i TB Machine Sl No:3 MNC MTB:Modern machine tools Machine type:3 MNC 45 Location:59514122 UNIT 2 23)Fanuc Sl.no :E108A0395 Fanuc model:32iA Machine Sl No:M-5700 MTB:Bardnos& Oliver Machine type:TEP 300A Location:5951-4623		
20	<u>FOLLOW-ON-CONTRACT (FOC): FANUC MODULES (6 axis)</u> The details of the CNC controls are given below: Building 6 1)Fanuc Sl.no :E09800908 Fanuc model :320iA Machine Sl No :SPM 309/10-729 MTB :BFW Machine type :Special Horizontal m/c Location :4808-4288 Building 1 2)Fanuc Sl.no :E08Y05345 Fanuc model: 320i-SA Machine Sl No: SPM 756/09-703 MTB: BFW Machine type: CNC Header Pipe Drilling Location:4702-4188 3)Fanuc Sl.no: E10ZA2784 Fanuc model:32i-MODEL A Machine Sl No:SPM 869/10-769 MTB:BFW Machine type: BHEL-869 Location:4702-4624.	NO	3
30	<u>FOLLOW-ON-CONTRACT (FOC): FANUC MODULES (7 axis)</u> The details of the CNC controls are given below: Building 1 1)Fanuc Sl.no :E10ZB3496 Fanuc model: Oi-MD Machine Sl No:HB617 MTB:HMT Machine type:CNC UTA160P Location:4802-2778	NO	1

SCOPE OF WORK(For Item sl no's 10 - 30) :

1) FANUC INDIA is entrusted with the FOLLOW-ON-CONTRACT (FOC) whereby they shall depute their engineers with no-charge coverage for the following

-Labour, travel and lodging expenses related to service work provide by them.

-Trouble shooting counseling on telephone during regular business hours.

-Replacing or repairing of FANUC controls PCB

-Freight charges for the shipment and return of parts of FANUC spares.

FANUC INDIA has to provide service by its engineers during the term covered by the contract at the equipment location as defined in the contract, when requested by the BHEL, to repair or replace failed parts described above, free of charge except as otherwise excluded under the FOC. Replacement parts will be new and/or reconditioned that perform to factory specifications.

2) The contract FOC is valid for one year which applies to all products up to 50NM Servo Motor or 40KW Spindle Motors (Including Corresponding Drives), with the exception of consumables supplied. Broadly, this covers the Printed Circuit Boards (PCBs#) of the CNC control, servo motors and their amplifiers, spindle motors and their amplifiers. Trouble-shooting counseling by telephone: will be available during FANUC India's regular business hours.

3) During the course of servicing, FANUC will service/repair/replace the CNC system/drive tailed parts as per factory specifications.

4) In case the defective part has to be repaired at FANUC - Bangalore, BHEL-Trichy will borne all the expenses for shipping the material from BHEL, Trichy to FANUC India, Bangalore and after rectification FANUC India, Bangalore will borne all the expenses to send the material to BHEL-Trichy.

5) The response time for the service call is 72 hours

Any notice or other communication by BHEL will be addressed to

The Service Manager, FANUC India Pvt. Limited,

41A Electronics City, Bangalore 560 100;

Fax 080 2852 8528.

repairs@fanucindia.com

Parts not covered by FOC and other exclusions:

The FOC shall not cover:

a) Consumables like fuses, key sheets, batteries, back lights, fans, optical cable, soft Keyboards, MPG, Connectors, Plastic covers etc.

b) Failures that the Seller deems to have occurred due to a direct consequence of improper installation, careless operation, neglect, lack of maintenance or operation not in accordance with published FANUC manuals, or parts which have been tampered with, altered, modified or reworked by anyone not authorized by the Seller.

c) Problems attributable to the machine, like, limit switches, hydraulic valve failure, and cable disconnect, etc.

d) Service necessitated by relocation of machine or modification by any other party other than Seller, or by accident, force majeure or any external causes to the equipment.

e) Failures in servo and spindle motors, which the Seller attributes, occurred due to improper use, entry of coolant or water, excessive loading, etc.

C. TECHNICAL TERMS & CONDITIONS:**1. TERMS & CONDITIONS FOR EXECUTION OF THE CONTRACT INSIDE FACTORY PREMISES OF BHEL-TRICHY:****a) SAFETY:**

- i. Safety precautions have to be ensured by the Contractor Depending on the work. Necessary work permit system and personal protective equipment's (PPE) such as electrical resistance rubber gloves, helmet, spectacle goggles, safety shoes, safety belt, etc. as applicable to Mechanical works should be adhered while carrying out the work.
 - ii. PPES for appropriate trade job has to be ensured by the contractor at the job site at all times.
 - iii. The work nature may demand working at heights and/or at depth areas. Hence all staff members must be of sound Physical and Mental Health who can complete the job without harming himself and others.
 - iv. In case any employee found incompetent to carry out the work as stated above/ misbehaving others/ consumed alcohol, he shall be sent out of the factory and the contractor has to arrange alternate manpower immediately. Else the day shall be marked absent.
- b) Before quoting the bidders may inspect the site of work and its environments and be well acquainted with the actual working and other relevant conditions, position of materials and labour. Tenderers are also requested to go through General Instructions, Technical Terms & conditions, General Terms & conditions of Contract, Scope of work, drawings and specifications and all other documents which form part of the agreement to be entered into.
 - c) The contractor should bring their manpower to BHEL premises at his/her own cost, risk and execute the work allotted to him inside BHEL premises.
 - d) Attendance register should be maintained by the contractor and should be duly signed by contractor's manpower.
 - e) All safety equipment's are to be arranged for the workmen and safety rules & regulations are to be followed as per BHEL's Safety Rules and Regulations.
 - f) 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.
 - g) 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.
 - h) Contractor shall supervise the work carried out by his/her employees.
 - i) 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.
 - j) Contractor shall maintain appropriate records of his/her employees deployed to carry out the job(s).
 - k) Contractor will be responsible for the good conduct of his/her employees. In case of any misconduct/misbehaviour by any employee, the contractor will replace such employee(s) immediately.
 - l) Contractor will ensure that the job is executed through his/her employees on and under no circumstances, the contractor will not deploy any casual employee to carry out the job nor shall subcontract the job.
 - m) The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
 - n) 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 written permission.
 - o) 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/her purpose for having executed the work correctly and satisfactorily.
 - p) The proof of execution of work should be submitted along with each bill (printed form with covering letter and proof for execution of work).
 - q) The bill should be submitted within a week after execution of work during the calendar month @one bill per month or within a week after completion of work.
 - r) 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.
 - s) BHEL reserves the right to cancel/short close and terminate the contract at any point of time after giving intimation to the vendor.
 - t) BHEL will have nothing to do or be concerned with the employment of employees working for the contractor. The relationship between BHEL and the contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or on employer-employee relationship. Supervision of work shall be done by the contractor / his authorized Supervisor exclusive for this work only.

2. CONTRACT PERIOD AND PLACE OF WORK:

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

Delivery Schedule:

- a) Contractor shall supervise the work carried out by their personnel.

- b) Contractor shall maintain appropriate records of their personnel deployed to carry out the job(s).
- c) The work shall be carried out at **BHEL-Trichy Premises**.

3. LIQUIDATED DAMAGES (LD)/PENALTY:

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

- a) **0.5%** of the order value will be deducted from the bill/ recovered from the SD for each week of delay or part thereof on pro rata basis for the affected job. BHEL may also terminate the contract and forfeit security deposit if delay extends beyond two weeks.
- b) The maximum LD applicable for the contract shall be limited to 10% of the contract value. In case of any amendments / revision, LD shall be linked to the amended / revised PO value.

4. PAYMENT TERMS:

100% payment will be made after completion of work on pro-rata basis on submission of invoice in triplicate duly certified by Area In-charge. Bill Payments shall take minimum 45 days after submission of bill complete in all respect.

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

The Contractor shall submit the bill within a week after at the end of each month in triplicate copies detailing the various items of work done during the month supported by the requisitions issued from time to time

Any other relevant document which is required from time to time as per BHEL requirement.

The proof of execution of work should be submitted along with each bill (printed form with covering letter and proof for execution of work).

If the Contractor is not registered for any statutory obligation and not liable thereto, then a declaration shall be submitted along with offer that they are within the threshold limit.

No advance may be paid for operational or any other expenses.

Goods and Services tax will be payable extra by BHEL at prevailing rates and corresponding TDS will be made as per Government norms.

5. PARTICIPATION.

- a) The Parties who have been suspended or black listed or issued with "Show Cause Notice" by BHEL Trichy-14 or any other BHEL Unit will not be allowed to participate in the Tender.
- b) Other than the bidder None of its group concerns or affiliates etc. are participating in the tender either directly or indirectly through any other agency under same proprietor / common director(s) / common partner(s).
 - i. The bidder should declare the same in the Tender. Even during the course of evaluation / finalization of Tender if it is found that some of the parties are not fulfilling the above clauses, BHEL will not consider them for further participation in the Tender.

6. CRITERIA FOR AWARD OF WORK:

- a) The evaluation of offer for award of work shall be on the basis of "Total Cost to BHEL/ Net Cash outflow to BHEL after taking into account applicable Taxes and Duties".
- b) The work will be awarded on **Package Wise L1 basis**.
- c) The quantity mentioned in BOQ / Price bid is tentative. BHEL reserves the right to increase or decrease the quantity during award of work or issue work order in phase manner as per requirement of BHEL.
- d) The Evaluation currency for this tender shall be INR.
- e) The Price that is offered should be comprehensive and no separate charges will be made towards expenses like travel, boarding & lodging.

7. RATE FINALIZATION

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

D.GENERAL TERMS & CONDITIONS OF CONTRACT**1. Definition:**

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

- a) The "Contract" means, the documents forming the tender and acceptance thereof, together with all the documents referred to therein including general and special conditions to contract. All these documents as applicable taken together shall be deemed to form one contract and shall be complementary to one another.
- b) The "Work" means, the work described in the tender documents in individual work orders as may be issued from time to time to the contractor by the Officer-In charge within the power conferred upon him including all notified or additional items of works and obligations to be carried out as required for the performance of contract.
- c) The "contractor" means, the individual Firm or Company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the persons composing the firm or Company or the successors of the firm or company and the permitted assigns of such individual or firm or Company.
- d) "The Officer-In charge" means, the Officer deputed by the BHEL to supervise the work or part of the work.
- e) "Approved" and "Directed" means, the approval or direction of the respective area HOD or person deputed by him for the particular purposes.
- f) "BHARAT HEAVY ELECTRICALS LIMITED" (hereinafter referred to as BHEL) shall mean the Board of Directors, Chairman, Executive Director, General Manager or, other Administrative Officer of the said Company including AGM / M&S authorised to invite tenders and enter into contract for works on behalf of the Company.
- g) The "Contract sum" means, the sum accepted or the sum calculated in accordance with the prices accepted in tender and / or the contract rates as payable to the contractor for the execution of the work during the currency of the contract.
- h) A "week" means, Seven Days, without regard to the number of hours worked or not worked in any day in that week.
- i) A "day" means, the day of 24 hours (TWENTY-FOUR) irrespective of the number of hours worked or not worked in that day.

2.Heading to the Contract Conditions:

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

3.Deviations:

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

4.Work to be carried Out:

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

5.Assignment of Transfer of Contract: The Contractor shall not, assign or transfer the contract or any part thereof, or any share, or interest thereon to any other persons.

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

7.Compliance to Regulations and Bye-Laws:

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

8.Earnest Money Deposit (EMD) & Security Deposit (SD): WAIVED**9. GOODS & SERVICE TAX (GST) REGISTRATION & COMPLIANCE**

- a) Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration No (GSTIN) which should be clearly mentioned in the offer. If the dealer is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer. Dealers under composition scheme should declare that he is a composition dealer supported by the screen shot taken from GST portal. The dealer has to submit necessary documents if there is any change in status under GST.
- b) Supplier shall mention their GSTIN in all their invoices (incl. credit Notes, Debit Notes) and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No. which is linked/uploaded in GSTN network shall be clearly indicated), Billed to party (with GSTIN) &

Shipped to party details, item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, Place of Supply etc.

- c) All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
- d) Invoices will be processed only upon completion of statutory requirement and further subject to following:
 - i. Vendor declaring such invoice in Form GST ANX-1
 - ii. Receipt of Goods or Services and Tax invoice by BHEL
- e) As the continuous uploading of tax invoices in GSTN portal (in GST ANX-1) is available for all (i.e. both Small & Large) tax payers under proposed new GST Return System, all invoices raised on BHEL may be uploaded immediately in GST portal on dispatch of material /rendering of services. The supplier shall ensure availability of Invoice in GST portal before submission of invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's GST ANX-2).
- f) In case of discrepancy in the data uploaded by the supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month informed by BHEL.
- g) In cases where invoice details have been uploaded by the vendor but failed to remit the GST amount to GST Department (Form PMT-08 or Form GST RET-01 to be submitted) within stipulated time, then GST paid on the invoices pertaining to the month for which GST return not filed by the vendor will be recovered from the vendor along with the applicable interest (currently 24% p.a) and all subsequent bills of the vendor will not be processed till filing of the GST return by the vendor
- h) In case GST credit is denied to BHEL due to non-receipt or delayed receipt of goods and/ or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount claimed in the invoice shall be disallowed to the vendor.
- i) Where any GST liability arising on BHEL under Reverse Charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the vendor.
- j) Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contracts. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Tax Invoice will be issued by BHEL indicating the respective supply invoice number.
- k) GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 – Central Tax dated 13.09.2018. GST TDS certificate which will be generated in GST portal subsequent to vendor accepting the TDS deduction in the GST portal, will be issued to the vendor.

10.Orders under the Contract:

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

11.Contractor's Supervision:

- a) The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to BHEL Officials.
- b) Orders given to the Contractor's agent shall be considered to have the same force as if they have been given to the Contractor himself.
- c) The Contractor or his accredited agent shall attend when required without making any claim for doing so to the OFFICER-INCHARGE, to receive instructions.
- d) The respective area HOD shall have full powers and without assigning any reason, requires the Contractor to immediately cease to employ in connection with this contract, any agent, servant or employee where continued employment is, in his opinion undesirable. The Contractor shall not be allowed any compensation on this account.

12. Preference to Make in India: For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018 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.

13.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.

14.Laws Governing the Contract:

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

15.Cancellation of Contract for Corrupt Acts:

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

If the Contractor:

- a) Offer or give or agree to give to any person in BHEL service any gift or consideration of any kind, as an inducement or reward for doing or for bearing to do or for having done or for having borne to do any act, in relation to the obtaining or execution of this or any other contract for BHEL service,
OR
- b) enter into a contract or understanding with any person in BHEL in connection with which commission has been paid or agreed to be paid by him or with his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to BHEL,
OR
- c) To obtain a contract with BHEL as a result of ring tendering or by non-bonafide methods of competitive tendering, without first disclosing the fact in writing to BHEL.

16. Cancellation of Contract for Insolvency Assignment of Transfer or Subletting of Contract:

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

If the Contractor,

- a) Being an individual or if a firm any partner thereof shall at any time be adjudged bankrupt or have a receiving order for administration of his estate, made against him or shall take any proceedings for liquidation or composition under any bankruptcy Act or assignment of his effects of composition or arrangement for the benefit of his creditors or purport to do so, or if any application made under any Bankruptcy Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him on behalf of his creditors.
OR
- b) Being a Company, shall pass a resolution or Court shall make an order for the liquidation of its assets, or a receiver or Manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or Manager.
OR
- c) Assigns, Transfers, Sublets or attempts to assign, transfer or sublet any portion of the work.
- d) Whenever BHEL exercises the authority to cancel the contract under these conditions, BHEL may have the work done by any means at the Contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by the respective area HOD) being less than the contract cost, the advantage shall accrue to BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by the respective area HOD or the same shall be recovered from the Contractor by other means.
- e) In case BHEL carries out the work under the provisions of this condition, the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plants and / or labour provided by BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the respective area HOD whose decision shall be final and conclusive.
- f) Labour engaged by the contractor should be disciplined & exhibit good behaviour in dealing with employees of BHEL. Any misbehaviour or undesirable conduct of any person engaged by the contractor is reported, contractor shall change that person immediately or else it may even lead to termination of the contract & in such case security deposit will be forfeited as penalty.

17. Cancellation of Contract in Part or Full for Contractor's Default:

If the contractor:

- a) makes default in carrying out the work as directed and continues in that state after a reasonable notice from the respective area HOD or his authorized representative.
- b) fails to comply with any of the terms & conditions of the contract or failure to comply orders after reasonable notice in writing with orders properly issued thereunder.

- c) BHEL, may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the contract as whole or in part thereof or only such work order or items of work in default from the contract. Whenever BHEL exercises the authority to cancel the contract as a whole or part under this condition, BHEL may complete the work at the contractor's risk and cost (as certified by the respective area HOD which is final and conclusive) being less than the contract cost, the advantage shall accrue to BHEL.
- d) If the cost exceeds the money due to the Contractor under this contract, the Contractor shall either pay the excess amount ordered by the respective area HOD or the same shall be recovered from the Contractor by other means. In case BHEL carries out the work or any part thereof under the provisions of the conditions the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or labour provided by BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the respective area HOD whose decision shall be final and conclusive.

18.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.

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

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

21.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.

22.Refund of Security Deposit: The Security Deposit may be refunded to the Contractor after completion of the contract provided, after the Contractor shall first have been paid the last and final bill and have rendered a "NO DEMAND CERTIFICATE".

23.Force Majeure Clause: If, at any time during the continuance of this Contract the performance in whole or in part by either party of any obligations under this Contract shall be prevented or delayed by reason of any War, Hostile acts of the public enemy Civil Commotion, Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, Earthquake etc.) then provided notice of happening of any such event is given by either party to other within 7 days from the date of occurrence thereof neither of the parties shall by reason of such event be entitled to terminate this Contract or claim for damages against the other in respect of such non-performance or delay for such period. Performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event, claims for extension of time may be granted for periods considered reasonable by the respective area HOD at his discretion subject to prompt notification by the contractor.

24.Arbitration:

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

Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be Tiruchirappalli (the place from which the contract is issued)

The cost of arbitration shall be borne as per the award of the Arbitrator. Subject to the arbitration in terms of Clause above, the Courts at Tiruchirappalli (the place where the Principal Civil Court having ordinary original civil

jurisdiction to decide questions forming subject matter of the arbitration is located) shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.

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

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

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

25. JURISDICTION:

In case of any suit or other legal proceedings arising under or relating to this Contract, the courts at Trichy, Tamil Nadu only shall have the Jurisdiction and is only after exhausting the, Arbitration, Clause 25.

26. SECRACY OF CONFIDENTIAL INFORMATION:

The Contractor undertakes and agrees that he/it will not disclose or reveal in part or full the proprietary/confidential information, which terms shall mean and include patents, trademarks, service marks, registered designs, copyright, design rights, know-how, confidential information, trade and business names and any other similar protected information of BHEL received during negotiation or currency of the contract to any third party or governmental authorities without written permission from BHEL. In the event of termination or expiry of the contract, the contractor shall return all proprietary/confidential information to BHEL. This clause shall survive termination or expiry of the contract.

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

27. SIGNING OF CONTRACT:

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

28. 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.

29. SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS / CONTRACTORS:

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

30. RISK PURCHASE:

In the event of any successful Tenderer's failure to fulfil any of the tender / Contract obligations as per Contract / Agreement, BHEL may entrust the job to alternate vendor and get it completed to meet the BHEL requirement and additional expenditure, if any, including consequential cost viz., demurrage etc., will be fully recovered from the Contractor who failed to complete the job in line with the Contract.

The decision of BHEL with regard to the actual losses / consequential expenditure incurred by BHEL shall be final and binding on the Contractor.

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

Risk & Cost Amount= [(A-B) + (A x H/100)]

Where,

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

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

H = Overhead Factor shall be taken as 5

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

*(Balance scope of work/ supply)

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

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

31.NOTICES OF ACCIDENTS

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

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

33.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.

34.DAMAGE & LOSS TO PRIVATE PROPRTY & INJURY TO WORKMEN

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

"BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life / permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below.

- a) Victim: Any person who suffers permanent disablement or dies in an accident as defined below.
- b) Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/operation and works incidental thereto at BHEL factories/offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works/during working at BHEL Units/Officers/townships and premises/Project sites
- c) Compensation in respect of each of the victims:
 - i. In the event of death or permanent disability resulting from Loss of both limbs: Rs 10,00,000/- (Rs Ten lakh)
 - ii. In the event of others permanent disability: Rs.7,00,000/- (Rs. Seven Lakh)
- d) Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to section 2 (I) of the Employee's Compensation Act,1923"

PART-II (PRICE BID)

Sl. No	SCOPE OF WORK	Qty.	UoM	RATE / NO	VALUE(=RATE/NO * Qty)
10	FANUC Module (upto - 5 axis)	23	NO		This value shall be calculated by BHEL.
20	FANUC Module (6 axis)	3	NO		This value shall be calculated by BHEL.
30	FANUC Module (7 axis)	1	NO		This value shall be calculated by BHEL.

NOTE: 1) GST not to be included in the quoted rate. Other taxes, if any, are inclusive.
2) Detailed scope of work and other terms and conditions are specified in the Part-I - TECHNO COMMERCIAL BID.
3) The work will be awarded on **Package Wise L1 basis**