

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

1.	Tender Ref No:	9252100057 / 16.10.2021
2.	Tender Type	Open Tender -Two part (e-Tender)
3.	Name of works	ANNUAL RATE CONTRACT (ARC) FOR HIRING OF DG SET FOR HEAT TREATMENT OPERATIONS AT ATP SHOPS , BHEL TRICHY
4.	Location of work	BHEL-Trichy Premises.
5.	Period of contract	1 year from the date of award of contract.
6.	Earnest Money Deposit Amount	Rs. 3,894.00
7.	Contents of Tender Document.	Part-I - TECHNO COMMERCIAL BID NIT & INSTRUCTIONS TO THE TENDERER Pages 1-2 A.PRE-QUALIFICATION CRITERIA 3 B. SCOPE OF WORK & BILL OF QUANTITIES 4 ANNEXURE - A (No Deviation Certificate) 5 ANNEXURE - B (Declaration) 6 Part- II - Price Bid 7-9 <u>Annexure for</u> terms under Section C- Technical Terms and conditions, Section D- OTHER TERMS & CONDITIONS OF CONTRACT, Section E- EMD/SD PAYMENT INSTRUCTION THRU E-COLLECT), Section F- TERMS & CONDITIONS TO EMPLOYEES ENGAGED BY THE CONTRACTOR.
8.	Submission of offer	No physical submission of tender. Tender only to be submitted electronically by logging to e-Procurement portal i.e. https://eprocurebhel.co.in/
11.	Due date for submission of offer	28.10.2021 / 14:30 Hrs.
12.	Due date for opening of Techno -Commercial Bid	28.10.2021 / 15:30 Hrs.

INSTRUCTIONS TO THE TENDERER

1.EMD CRITERIA:

- Above EMD amount shall be paid. Bidders registered as MSE (UDYAM) are exempted from paying EMD subject to submission of valid Registration document along with Tender. These bidders can avail EMD Waiver benefits only if they submit self-attested copy of UDYAM certificate.
- Tenders without EMD/ MSE(UDYAM) proof will be summarily rejected and the Technical bid & Price bid shall not be considered for further evaluation.**
- Mode of Payment of EMD: EMD cover shall contain EMD as mentioned in above table. Mode of Payment of EMD: (a) e-Collect mode (as directed in Commercial T & C) or (b) Banker's cheque/ Pay Order/ DD in favour of BHEL or (c) Fixed Deposit Receipt (FDR) issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies act (FDR should be in the name of the Contractor, a/c BHEL). EMD shall not carry any interest.
- FDR- The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of EMD, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter.

- Bidder has to upload the scanned copy / Banker's cheque /proof of the DD /FDR at the time of online bid submission, otherwise the tender will be summarily rejected. In case of offline payments, the hardcopies of original EMD (i.e. DD/FDR) should be posted/couriered/given in person in a sealed cover super scribing "Name of Work", "Enquiry number & date" before tender opening. Incase of Post/courier, it should be addressed to The Sr.Engineer/M&S Department-Contracts/2&4 Building/BHEL-Trichy-620014. Bidder has to ensure delivery of hardcopy to the Buyer within 10 days of Bid End date / Bid Opening date.

2. CONTRACT PERIOD AND PLACE OF WORK:

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

Delivery Schedule:

- Personnel posted by the inspection agency have to work for a minimum time of 8 Hours in a single shift. Normally they are expected to be present in 1) 8.00 AM - 4.30 PM and 2) 4.30 PM - 1.00 AM shifts. In specific cases 10.00 PM to 6.00 AM as third shift or some other shift timings of 8 hrs duration will be communicated to the contractor and the contractor is expected to take care of such requirements also. If need arises the contractor shall have to work in extended hours including Sundays and holidays also.
- Contractor shall supervise the work carried out by their personnel.
- Contractor shall maintain appropriate records of their personnel deployed to carry out the job(s).
- The work shall be carried out at **BHEL-Trichy Premises**.

3.LIQUIDATED DAMAGES (LD)/PENALTY:

- Being a rate contract, supplementary orders will be issued as and when the requirement arises and the requirement for DG sets will be intimated to vendor 1 weeks in advance. The vendor shall arrange for DG sets as per BHEL request. If the vendor/DG set is not reported to the user area on the requested date, then alternate arrangement will be made. Actual losses / consequential expenditure incurred by BHEL for making alternative arrangement will be arrived by the difference amount to the hired DG set rental charges for the no of days hired. The difference amount will be recovered from the vendor dues or from Security deposit.
- BHEL may also terminate the contract and forfeit security deposit, If the vendor fails to provide DG sets to BHEL on multiple occasions (more than 2)

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.

Payment Process

- Payment shall be made only after submission of invoices, attendance sheet, logbook, service feedback, non-submission of the same may lead to delay/ deduction in payment.
- All the penalties/ ne/ interest (if applicable) shall be settled before making the payments. contractor shall not have any objection on the same. Payment shall be made through bank transfer only, in no circumstance cash/ cheque payment shall be made

- Along with bills, Contractors has to furnish copy of the following documents for further processing of bills:
- The Contractor shall submit the bill within a week after at the end of each month in triplicate copies detailing the various items of work done during the month supported by the requisitions issued from time to time
- Any other relevant document which is required from time to time as per BHEL requirement.
- The proof of execution of work should be submitted along with each bill (printed form with covering letter and proof for execution of work).
- If the Contractor is not registered for any statutory obligation and not liable thereto, then a declaration shall be submitted along with offer that they are within the threshold limit.
- No advance may be paid for operational or any other expenses.
- Goods and Services tax will be payable extra by BHEL at prevailing rates and corresponding TDS will be made as per Government norms.**
- The cost of services quoted by the bidder shall cover all aspects of service delivery and include all the components of salary/ wages (minimum wage, insurance, PF, ESI etc.) and taxes, as applicable.
- The payment shall be made as per the financial quotes submitted by the bidder and accepted by the BHEL.

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

6.Kindly refer to applicable tender terms under Section C- Technical Terms and conditions, Section D- OTHER TERMS & CONDITIONS OF CONTRACT, Section E- EMD/SD PAYMENT INSTRUCTION THRU E-COLLECT), Section F- TERMS & CONDITIONS TO EMPLOYEES ENGAGED BY THE CONTRACTOR.

PART-I (TECHNO COMMERCIAL BID)

A.PRE-QUALIFICATION CRITERIA

Sl. No	Description	Vendor to confirm
1	Only those Vendor who have executed similar nature of rental job of DG Set of min capacity 125 Kva to Industry or any other organization should Quote.	
2	The bidder shall submit PO copy/ customer certified Bill copy in connection with the work executed in Sl.no:1 from at least one Central/State govt./PSU company/Private organization, of the work completed as supporting document, along with the offer	
3	Experience proof from other than BHEL-Trichy shall contain above mentioned proof as mentioned in slno.2 along with form 26AS/TDS certificate / bank statement for payment from the organization. Otherwise the offer shall be rejected.	
4	BHEL Vendor Code (If any)	
5	Contact Details: Landline /Mobile number:	
6	E-mail Address for communication w.r.t tender / award of work.	
7	PAN Number (Copy to be Enclosed)	
8	GST registration Number (Copy to be Enclosed) Offer will be entertained only if the bidder has a valid GST registration no. If any specific exemption is available, a declaration with due supporting documents need to be furnished for considering the offer. Otherwise the offer shall be rejected.	
9	Applicable GST in Percentage(%)	
10	SAC Code	
11	Acceptance for Scope of Work as per the tender.	
12	Acceptance for TECHNICAL TERMS & CONDITIONS & GENERAL TERMS & CONDITIONS OF CONTRACT.	
13	EMD/ Declaration & No Deviation Certificate	
14	PF Registration (Copy to be Enclosed) To be obtained before start of work if already not registered	
15	ESI Registration (Copy to be Enclosed) To be obtained before start of work if already not registered	
16	Labour License (Copy to be Enclosed) To be obtained after award of work and before start of work	
17	BHEL may verify the information provided by vendor. In case the information provided by vendor is found to be false / incorrect, the offer shall be rejected. Bidder to confirm.	

NOTE:

- If vendor fails to get PF / ESI /Labour License (As applicable) before start of work, EMD / SD shall be forfeited and penal action shall be taken as per Extant rules of BHEL.
- Bidders are requested to upload only relevant documents to meet the pre-qualification criteria of tender only. Additional documents (Company Profile etc.,) not relevant to tender pre-qualification criteria / tender need not be uploaded along with the offer

B. SCOPE OF WORK & BILL OF QUANTITIES:

Sl.No	SCOPE OF WORK	Qty	UOM
10	ARRANGEMENT OF 250kVA DG SET		
10/10	Rental of 250 KVA DG set	18	DAY
	Rental charges for hiring of 250KVA DG SET which includes mobilization, demobilization, installation and operation of DG set at BHEL Trichy works. This DG SET will be operated as a standby power supply unit to feed emergency power supply to equipment's during TNEB power supply interruption.		
10/20	Running charges for DG set per Hour	6.0	HR
	Running charges for DG set per Hour The contractor shall run the 250 kVA DG SET as per BHEL requirement with the supply of necessary consumables.		
	Terms and conditions: 1. The Contractor should install and ensure the working condition of DG set at BHEL, Trichy works. 2. The contractor should arrange minimum two persons for operating the DG Set (on 24 hrs basis) as per the instruction from Executive in charge/SS. Minimum 3 days the DG set shall be stationed at BHEL factory along with the DG set operating staffs. Once the operation is completed as per the instruction from BHEL, Trichy the DG set shall be demobilized by the vendor. 3. Sufficient quantity of diesel for operation of DG Set shall be made available by the vendor. 4. Payment will be made on pro-rata as per the usage of DG SET 5. BHEL will inform 1 week in advance about the day & duration of DG set requirement for the heat treatment operation at BHEL, Trichy. 6. The vendor has to make arrangement for the availability of DG set and accessories with sufficient man power at BHEL, Trichy on the proposed days. 7. The payment for running charges of DG sets will be made as per the actual running hours during heat treatment operation. 8. The vendor shall bring the relevant documents of the vehicle used for movement of DG set to BHEL, Trichy works.		

Terms and Conditions of Rate Contract :

- 1) The rate quoted through this rate contract shall be valid for a period of one year. the rate will be maintained firm for entire period and no price variation in the price during the period is permissible.
- 2) This is only a rate contract and supplementary orders will be issued as and when the requirement arises. BHEL reserves the right to not release any supplementary orders for the L1 vendor after award of rate contract due to no requirement.
- 3) The quality and list of program given in this tender is tentative only, actuals may vary based on BHEL requirement.

PART-I (No Deviation Certificate)

ANNEXURE-A

Note: The following Declaration to be typed on the contractor's Letter Head, duly signed & stamped and to be attached along with your Technical bid of the tender.

Name of Works: ANNUAL RATE CONTRACT (ARC) FOR HIRING OF DG SET ON RENTAL BASIS FOR HEAT TREATMENT OPERATIONS AT BHEL TRICHY

Enquiry No: 9252100057 / 16.10.2021

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.*
- *Make in India declaration - "I / We hereby declare that I / We are a "Local Supplier" meeting the requirement of minimum local content (50%) defined in the above government notification for the goods against above mentioned enquiry Number. Details of location at which local value addition will be made is BHEL-Trichy." (In line with Government public procurement order Number P-45021/2/2017-B. E-II dated 15.06.2017, and further modified order dt. 28.05.2018 & 04.06.2020.)*

(Contractor Signature with Seal)

PART-I (Declaration)

ANNEXURE-B

Note: The following Declaration to be typed on the contractor's Letter Head, duly signed & stamped and to be attached along with your Technical bid of the tender.

Name of Works: ANNUAL RATE CONTRACT (ARC) FOR HIRING OF DG SET ON RENTAL BASIS FOR HEAT TREATMENT OPERATIONS AT BHEL TRICHY

Enquiry No: 9252100057 / 16.10.2021

DECLARATION

I / We M/s.
do hereby confirm the following points with ref to the above works, if ordered on us.

1. We do hereby confirm that we will pay (i) at least the minimum wages (minimum basic wages + minimum DA) to all the persons engaged (Un Skilled / Semi Skilled / Skilled / Supervisor category) by us in the above contract as per the Tamilnadu Government Minimum Wages Act - 1948 & also as per any revisions made by the State Govt. from time to time and (ii) Additional Wages as per HR / BHEL circular ref: BHE: HR: W: EW dt 08.04.2014 and (iii) Bonus as per the Bonus Act-1965 along with Wage.
2. ESI, PF & Bonus (both Employer and Employee contributions) amounts are to be remitted for total wages to be paid as mentioned in (i) & (ii) of point 1 and challans to be produced along with invoices for all the respective persons engaged in the above contract.
3. The rates quoted in this tender will remain firm throughout the entire Contract period and no extra payment against service charges will be claimed from BHEL under any circumstances from our end.
4. We, the contractor, will disburse the salary/wages to all the persons engaged in the contract ONLY through nationalized banking channel in their respective accounts & the relevant Bank statement / proof for Bank payment will also be produced along with PF and ESI challans to the Welfare Section every month for processing our invoices for payment.
5. We will pay the previous month salary in full to our employees before 7th of every month and will not adjust with any advance/ loan /training cost / accommodation cost / repayment due by the employee to us.
6. All the payments to the persons engaged in the contract will be paid only through nationalized bank. No other mode of payment (hand payment / account transfer as advance payment or any other) is acceptable as salary.
7. We will pay the following additional wages (As per BHEL circular HR-Welfare circular dt 08.04.2014) per month over and above minimum wages declared by Tamil Nadu Government to labors : a) Unskilled: 3,200/-, b) Semi-skilled: 3,700/- and c) Skilled : 4,100/-
8. In case we fail to pay the minimum wages to all the persons engaged in the contract which includes Minimum wages and Additional wages with ESI and PF (both Employee and Employer contributions) for every month including Bonus, BHEL has the right to recover from the outstanding payments to us either under this Contract or in any other Contract(s) or from Security Deposit or from both. In case this amount is insufficient for such recoveries, we shall make good the balance amount by actual payment. In addition, BHEL, Trichy may recover the said amounts through other running contracts from BHEL's sister units.
9. We also confirm to all the Terms & Conditions as per your above referred Enquiry & as per our offer submitted against the same.
10. We also declare that, we have not been suspended or black listed or issued with Show Cause Notice by BHEL Trichy-14 or any other BHEL Unit or any PSU/ Government organization
11. 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.
12. Confirm that 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).
13. We will obtain and submit Labour License (As applicable), PF and ESI Registration within 30 days from award of work.

(Contractor Signature with Seal)

PART-II (PRICE BID)
(FOR REFERENCE ONLY)

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

PART-II (PRICE BID)

Sl. No	SCOPE OF WORK	% ALLOCATION	TOTAL VALUE	
			In Figures	In Words
Item 10	ARRANGEMENT OF 250kVA DG SET	100 %	Vendor to quote only in online excel sheet in e-procurement portal.	This value shall be calculated automatically in e-procurement portal.

Sl. No	SCOPE OF WORK	Qty	UOM	ALLOCATION %
10/10	Rental of 250 KVA DG set	18	Day	91.53
10/20	Running charges for DG set per Hour	6	Hr	8.47

(VENDOR SHALL QUOTE ONLY IN e-PROCUREMENT PORTAL)

NOTE:

- 1) The bidder should quote the **LUMP SUM VALUE** and not the individual rates for every item.
- 2) GST and all other taxes & duties are to be included in the quoted rate.
- 3) Detailed scope of work and other terms and conditions are specified in the Part-I - TECHNO COMMERCIAL BID.
- 4) L1 offer will be decided based on **total cumulative L1** value and order will be placed on single contractor.
- 5) Refer the Illustration given below for arriving the rates for individual items by BHEL for the total amount quoted by the vendor

*ARC refers to Annual rate Contract

Annexure – A

ILLUSTRATION FOR ARRIVING THE RATES FOR INDIVIDUAL ITEMS BY BHEL FOR THE TOTAL AMOUNT QUOTED BY THE VENDOR

The rates for the individual items would be arrived by BHEL as follows

Assuming the lumpsum amount quoted by the vendor is 10,000 /- (Ten thousand).
In this illustration assume there are four items in the work. The respective percentage allocation is specified below.

Sl.No.	ITEM No.	Quantity	% Allocation
1	10	18	91.53%
2	20	6	8.47%

Amount allocated for item 10/10 would be = $91.53\% \times 10,000$ (Since % allocation is 91.53% for this item)
= Rs.9153/-

Hence the rate for item 10/10 would be = $9153/18 = \text{Rs.}508.5/-$

In the same manner the rates for all items would be arrived as follows,

- Item 20 = ₹ 141.17

The rates will be rounded off to nearest two decimal places only, so as to match the total amount or closest to the total amount, quoted by the vendor. **Rates so arrived by BHEL shall be final and binding on the contractor.**

Validate Print Help

Item Wise BoQ

Tender Inviting Authority:

Name of Work:

Contract No:

Name of the
Bidder/
Bidding Firm /
Company :

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Rates only)

NUMBER #	TEXT #	NUMBER #	TEXT #
Sl. No.	Item Description	BASIC TOTAL LUMP SUM VALUE OF TOTAL AMC PERIOD In Figures To be entered by the Bidder in Rs. P	TOTAL AMOUNT In Words
1	2	7	13
10	ARRANGEMENT OF 250kVA DG SET	0.000	INR Zero Only

Basic Rate Entry
Please enter Basic
Rate in Rupees for
this item.

C. TECHNICAL TERMS & CONDITIONS:

1. TERMS & CONDITIONS FOR NIC TENDER BIDDING:

- a) The Bidder shall sign each and every page of tender documents, and affix seal for having accepted the conditions along with documentary evidences for Pre-Qualification Criteria (PQC) and upload in e-procurement portal. Any bid without proper documentary evidence for PQC shall not be considered for further evaluation.
- b) All entries in the tender documents should be in one ink or typed. Tenders should be FREE FROM CORRECTION AND ERASURES, Corrections if any, must be attested. Offers should be in ENGLISH and accompanied by detailed Point to point confirmation of the scope of work.
- c) Offer should be valid for a period of 120 (One Hundred & Twenty) days from Techno-commercial bid opening date.
- d) Any deviation to this tender terms & conditions, and schedules of this tender will lead to total rejection of the offer submitted.
- e) Tenderer who have been suspended or black listed or issued with "Show Cause Notice" by BHEL, Tiruchirappalli -620014 or any other unit or GOI will not be allowed to participate in the tender, and bidder should declare the same in the tender. Even during the course of evaluation/ finalization of tender if it is found that some of the parties are black listed/ barred from business transaction/ under business hold, BHEL will not consider them for further participation in the tender.
- f) Should a tenderer find discrepancies or omissions in the tender documents, or should there be any doubt as to their meaning, he should at once address the authority inviting the tender, for clarification well before the due date, so as to submit his tender in time. No extension of time shall be given for submission of the tender on any account. . Conditional tenders, tenders containing prima-facie absurd rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions herein contained and the tenders not in original ARE LIABLE TO BE REJECTED
- g) 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.
- h) The tender must be signed digitally / physically by Partner/ Director of the Firm or by the person holding the Power of Attorney on behalf of the Firm concerned. In the latter case, a copy of Power of Attorney, duly attested by a Notary Public must accompany the tender.
- i) If a tenderer deliberately gives wrong information in his tender or creates conditions favourable for the acceptance of his tender, the BHEL will reject such tender at any stage.
- j) Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
- k) Canvassing in any form in connection with tenders is strictly prohibited and the tenders submitted by the Contractors who resort to canvassing will be liable for rejection.
- l) Should a Tenderer's or a Contractor's or in the case of a firm or company of contractors/any of its shareholder's or shareholder's relative is employed in BHEL, the authority inviting the tenders shall be informed in writing of this fact at the time of submission of the tender, failing which the tender may be disqualified, or if such fact subsequently comes to light, the contract may be cancelled.

- m) The tender schedule, and the tender shall be deemed to form an integral part of the contract to be entered into for this work.
- n) Tender can be cancelled at any stage due to unavoidable circumstances.
- o) Kindly ensure that the total size of the scanned documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However, it shall be sole responsibility of bidder that the uploaded documents remain legible.
- p) Bidder are advised not to wait till the last minutes or last few seconds w.r.t tender closing time to submit their offer to avoid complications related with internet connectivity / network problem/ power failure etc.
- q) It is advised that all the documents to be submitted are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission.
- r) The bidder has to upload the scanned copy of all the mentioned original documents (in colour) during online bid-submission.

2. PARTICIPATION.

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

3.EVALUATION CRITERIA:

- a) The Part I - Technical & un-priced commercial bid and EMD Cover alone would be opened on the Tender opening date.
- b) Technical Bids of tenderers will be evaluated based on the Pre-Qualification/Technical Eligibility Criteria on the basis of supporting documents and track record of the bidder. Clarifications if any required by BHEL for Technical evaluation would be sought from Bidders before opening of Part II - price bid.
- c) Price Bids of only those tenderers who are found to meet the Pre-Qualification/Technical Eligibility Criteria will be opened. Price Bids will be opened with prior information to the eligible bidders to facilitate the presence of the bidders or their authorized representatives to witness the Price Bid opening.

4.CRITERIA FOR AWARD OF WORK:

- a) The evaluation of offer for award of work shall be on the basis of "Total Cost to BHEL/ Net Cash outflow to BHEL after taking into account applicable Taxes and Duties".
- b) The work will be awarded as per Special term to Tenderer clause – Award of work.

- c) In the course of evaluation if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders. In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss /draw of lots in the presence of the respective L-1 bidder(s) or their representative(s). Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding
- d) 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.
- e) The Evaluation currency for this tender shall be INR.
- f) The Price that is offered should be comprehensive and no separate charges will be made towards expenses like travel, boarding & lodging.

5.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 open Tender.

6. TERMS & CONDITIONS FOR EXECUTION OF THE CONTRACT INSIDE FACTORY PREMISES OF BHEL-TRICHY /Vendor WORKS:

- 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) **Bills should be submitted on completion** work with all supporting documents
- 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.

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

D.OTHER TERMS & CONDITIONS OF CONTRACT

1. Definition:

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

- a) The "Contract" means, the documents forming the tender and acceptance thereof, together with all the documents referred to therein including general and special conditions to contract. All these documents as applicable taken together shall be deemed to form one contract and shall be complementary to one another.
- b) The "Work" means, the work described in the tender documents in individual work orders as may be issued from time to time to the contractor by the Officer-In charge within the power conferred upon him including all notified or additional items of works and obligations to be carried out as required for the performance of contract.
- c) The "contractor" means, the individual Firm or Company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the persons composing the firm or Company or the successors of the firm or company and the permitted assigns of such individual or firm or Company.
- d) "The Officer-In charge" means, the Officer deputed by the BHEL to supervise the work or part of the work.
- e) "Approved" and "Directed" means, the approval or direction of the respective area 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.
- j) A "working day" means, any day other than that prescribed by the NEGOTIABLE INSTRUMENTS ACT as being a Holiday, and consists of the number of hours of labour as commonly recognised by good employers in the trade in the district where the work is carried out or as laid down in the BHEL regulations.

2.Heading to the Contract Conditions:

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

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):

Earnest Money Deposit (EMD): Tender must be accompanied by Earnest Money for the amount mentioned in tender notice, pledged to BHEL, Trichy.

Modes of Deposit: Payment of EMD should be done in the methods given in "Instructions to the Tenderer".

Forfeiture of EMD: EMD by the tenderer will be forfeited as per tender documents if

- i) After opening the Tender, the Tenderer revokes his Tender within the validity period or increase his earlier quoted rates.
- ii) If only, a part of the work included in the tender has been awarded to the tenderer and the tenderer refuses to take up the work the amount of Earnest Money to be forfeited will be based on the value of the contract so awarded.
- iii) The Tenderer does not commence the work within the period as per LOI / Contract. In case the LOI / Contract is silent in this regard then within 15 days after award of Contract.

General Terms related to EMD:

Earnest Money Deposit (EMD) will not carry any interest.

Earnest Money Deposit (EMD) of the successful tenderer will be retained as part of Security deposit. The Earnest Money Deposit (EMD) will be refunded to the unsuccessful tenderers within 30 days of acceptance of the award of work by successful tenderer / expiry of offer validity period

Security Deposit (SD):

The contractor whose tender has been accepted shall, within 15 days of receipt of the notification of acceptance of his tender, should deposit Security deposit @ 5 % of Contract value.

Modes of Deposit: The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:

- a) Cash (as permissible under the extant Income Tax Act)
- b) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
- c) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
- d) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
- e) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)

General Terms related to SD:

The security Deposit will not carry any interest.

Security Deposit shall be released to the contractor upon fulfilment of Contractual obligations as per terms of contract.

BHEL, shall not be responsible for any loss of securities due to liquidation or any other reason whatsoever or any depreciation in the value of the Securities while in their charge or for any loss of interest thereon.

NOTE: Acceptance of Security Deposit against Sl. No. (iii),(iv) and (v) above will be subject to hypothecation or endorsement on the documents (Signature of the Branch Manager must be present) in favor of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.

All compensation or other sums of money payable by the contractor to BHEL under the terms of this contract or under any other contract with BHEL, may be deducted from the Security Deposit or realized by the sale of the securities of from the interest arising there from or from any sums which may be due or may become due to the contractor payable by BHEL, on any account whatsoever against this contract of any other contract with BHEL and in the event of his Security Deposit being reduced by reason of such deductions or sale as aforesaid, the Contractor shall within **15** days thereafter make good in cash or in securities endorsed as aforesaid, any sum or sums by which the security Deposit has been so reduced. In case of an Award of a Contract and if the Contractor fails to perform or does not comply with the Performance Evaluation Criteria, the Security Deposit will not be refunded / Bank Guarantee encashed. The Bank Guarantee shall be kept valid until the due date for refund of Security Deposit.

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

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

Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (SBI rate + 6%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT / contract, from the bills along with due interest

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.Contractors 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.Precautions against Risk:

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

13.Laws Governing the Contract:

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

14.Cancellation of Contract for Corrupt Acts:

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

If the Contractor:

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

15. Cancellation of Contract for Insolvency Assignment 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.

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

If the contractor:

- a) makes default in carrying out the work as directed and continues in that state after a reasonable notice from the respective area 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.

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

18.Special Power to Termination: If at any time after the award of contract, BHEL shall for any reason whatsoever not require whole or any part of the work to be carried out, the respective area 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.

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

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

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

22.Force Majeure Clause: If, at any time during the continuance of this Contract the performance in whole or in part by either party of any obligations under this Contract shall be prevented or delayed by reason of any War, Hostile acts of the public enemy Civil Commotion, Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, Earthquake etc.) then provided notice of happening of any such event is given by either party to other within 7 days from the date of occurrence thereof neither of the parties shall by reason of such event be entitled to terminate this Contract or claim for damages against the other in respect of such non-performance or delay 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.

23.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.

24. JURISDICTION:

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

25. SECRECY OF CONFIDENTIAL INFORMATION:

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

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

26. SIGNING OF CONTRACT:

Each contract document shall be signed by the Contractor with his usual signature. Contract by partnership or Hindu Joint Family firm, may be signed in the FIRM'S name by the Managing Partner or all /one of the Partners on behalf of the firm or the Karta or Manager for HUF as the case may be. Contract

by a Company shall be signed with the name of the Company from a person authorised in this behalf and a Resolution or power of attorney or other satisfactory proof, showing that the person signing the Contract documents on behalf of the Company is duly authorised to do so, shall accompany the contract.

27.FRAUD PREVENTION POLICY: The Bidder along with its associate / collaborators / sub – vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about fraud or suspected fraud as soon as it comes to their notice”. Fraud Prevention policy and List of Nodal Officers shall be hosted on BHEL website, vendor portals of Units / Regions intranet.

28.SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS / CONTRACTORS:

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

29.RISK PURCHASE:

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

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

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

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

Where,

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

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

H = Overhead Factor shall be taken as 5

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

*(Balance scope of work/ supply)

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

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

30.NOTICES OF ACCIDENTS

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

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

32.The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict

competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.

33.DAMAGE & LOSS TO PRIVATE PROPERTY & INJURY TO WORKMEN

The Contractor shall at his own expense reinstate and make good to the satisfaction of the respective area 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”

34.Preference to Make in India:

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

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

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

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

- In case L1 is MSE bidder, 100% of the work will be awarded on the L1 bidder.
- If L1 is non-MSE: (since the work is not splittable) 100 % work will be awarded to MSEs quoting within the price band of L1+15% after acceptance of L1 rate by MSE bidder

36. INDEMNITY:

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

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

PART-I E. (EMD/SD PAYMENT INSTRUCTION THRU E-COLLECT)

ANNEXURE-E

PAYMENT WIDE E-COLLECT

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

STEP BY STEP PROCEDURE:

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

1. Select SB Collect available on the top (pre login page) OR

Go to <https://www.onlinesbi.sbi/sbicollect/icollecthome.htm>

2. Accept the terms and conditions and click “PROCEED”

3. Select State “TAMILNADU “and Institution type “INDUSTRY “.

4. Select “BHEL TRICHY under “INDUSTRY”.

5. In the next page, Select APPROPRIATE category, fill details correctly & click “SUBMIT”.

6. If all details entered are correctly populated, click “CONFIRM “to proceed.

7. Make payment as per your convenience. (Options available are payment of fees through SBI Net Banking, State Bank ATM cum Debit Cards / Other Bank Debit / Credit Cards and through SBI Branches).

8. SAVE & Keep the copy of receipt for future reference.

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

(PLEASE CHECK THE STATUS BEFORE MAKING PAYMENT SECOND TIME)

1. Login to www.onlinesbi.com

2. Select State Bank Collect available on the top (pre login page)

3. Accept the terms and conditions and click “PROCEED”

4. Select “PAYMENT HISTORY “option available on the left side of screen.

5. Using two options as mentioned below, you can get the receipt:

a. Type the same Date of Birth, Mobile Number which you have entered at the time of making payment through SB collect. Select the date range and submit.

b. If you know the payment reference number, then enter the Reference number (DU...) along with any other information (Date of Birth / Mobile number, which you have entered at the time of making payment). Select the date range and submit.

6. In the next page, take print out of receipt.

F. TERMS & CONDITIONS TO EMPLOYEES ENGAGED BY THE CONTRACTOR

1. Terms & Conditions to Employees by the Contractor:

- a) The contractor should follow and comply with Minimum wages, ESI, PF, Bonus (@ 8.33 %), Group Insurance and other statutory regulations as stipulated in Factories Act and other applicable State/Central Governments' rules and regulations.
- b) Contractor shall be solely responsible for non-payment, delayed payment of minimum contributions under EPF & MP Act, ESI Act, Bonus, etc.
- c) 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.
- d) 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.
- e) Biometric Entry/Exit System for Contract Workmen:
 - i. The Entry/Exit of the employees engaged by contractor is to be regulated only through Biometric system.
 - ii. The Contractor initially will be issued with a temporary gang pass for his/her employees for a period of ten days.
 - iii. The contractor should arrange photo coverage for all his/her employees within the above stipulated time.
 - iv. The contractor has to submit FORM-I for all his/her contract employees. All the particulars required in FORM-I are to be provided by the contractor without fail.
 - v. Every employee of the Contractor shall be provided with Employment Card as per Form XIV (as per Rule 76 of the Contract Labour (Central) Rules, 1971 and the contractor shall instruct its employees to carry the Employment Card as well as Entry Card without fail, while entering/exiting factory.
 - vi. The contractor should educate his employees in registering the attendance through the system.
 - vii. Whenever a contract employee migrates or leaves service of the contractor, the contractor has to surrender the biometric card of the particular employee to Contract Cell with immediate effect, without fail.
 - viii. On completion of the work, the contractor has to surrender all the biometric entry cards issued to its employees immediately to the contract cell. Otherwise, an amount of Rs.100/- per card will be deducted from the final bill/security deposit of the contractor.
 - ix. If any contract employee loses his/her entry card, the contractor shall arrange a duplicate entry card for the employee by paying an amount of Rs.100/-.
 - x. The Contractor is totally responsible for the biometric cards issued to his/her employee.
 - xi. The Contractor has to indemnify BHEL for all the damages and losses caused by his/her employees.
 - xii. Successful bidders have to submit filled forms forwarded by BHEL HR, i.e. Form-III & Form-VII (shall be given with WO copy) & submit to ALC, Pondicherry for License before commencement of work.

2. Payment to employees engaged by the contractor:

- a) 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.

- b) The Contractor shall comply with the applicable provisions of Payment of Wages Act-1936, Minimum Wages Act-1948, Employees' Liability Act-1938, Employees' Compensation Act-1923, Payment of Bonus, EPF and Miscellaneous Provisions Act-1952, Employees' State Insurance Act-1948 and other relevant Acts and rules framed, thereunder from time to time.
- c) Contractor shall be responsible for making payment of wages within 7 days from the last day of wage period and shall obtain the signature at the end of entries in the wage register from area in charge of contract operating department.
- d) Contractor should ensure that at least the prevailing minimum wages, as per the rules of Government of Tamil Nadu, which are applicable are paid to his employees only in their respective nationalized bank accounts by means of NEFT/ RTGS/ IMPS.
- e) The contractor should remit the salary/wages of their workmen only through nationalized Bank, directly to the salary/savings account of the employee concerned. monthly clearance will be given in respect of those contractors, only if the salary/wages to the workmen concerned has been remitted in the nationalized bank account of the workmen. The relevant Bank statement/proof for Bank payment should be produced along with PF and ESI challans every month.
- f) No other mode of payment (hand payment / account transfer other than salary or any other) is acceptable as salary.
- g) The contractor should pay the previous month salary in full to our employees before 7th of every month and will not adjust with any advance/ loan /training cost / accommodation cost / repayment due by the employee to us.
- h) If the Contractor employs more than twenty employees, he has to obtain License to this effect from the Factory Inspectorate and renew the same periodically.
- i) 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 Governments' rules & regulations.
- j) Each contract employees must have his own PF and ESI Codes and comply with the relevant Acts.
- k) As per BHEL HR-Welfare circular dt 08.04.2014, the following additional wages per month has to be paid by the Contractor over and above minimum wages declared by TamilNadu Government to contract workmen as:
 - Unskilled : Rs. 3,200/-
 - Semi-skilled : Rs. 3,700/-
 - Skilled : Rs. 4,100/-