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BHARAT HEAVY ELECTRICALS LIMITED

BHEL House, Siri Fort, New Delhi-110049

Tender Ref. No.: BHEL/CS/Scrutinizer/2021-22 dated 10.01.2022

Tender Title: Selection of Scrutinizer for General Meeting(s) and Postal Ballot(s) for the period from 1st February, 2022 to 31st January, 2024

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Signature & Stamp of the Bidder

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Bharat Heavy Electricals Limited
Company Secretariat, New Delhi

BHEL/CS/Scrutinizer/2021-22
Date: 10.01.2022

NOTICE INVITING OPEN TENDER

BHEL is one of India's largest engineering and manufacturing enterprises in the energy and infrastructure sectors and a leading power equipment manufacturer, globally.

BHEL invites an **Open Tender Enquiry** (Two Part Bid: Part-A/Technical-commercial Bid & Part-B/ Price Bid) from Practicing Company Secretaries for selection of Scrutiniser for General Meeting(s) and Postal Ballot(s) as per the Scope of Work, Technical & Pre-Qualification Requirement of the tender enquiry.

The following documents form an integral part of this tender: -

PART A: Techno-Commercial Bid:
Annexure – I: Scope of Work & Technical Specifications
Annexure – II: Pre-Qualifying Requirements
Annexure – III: General Terms and Conditions
Annexure – IV: Bidder's Information
Annexure – V: No Deviation Certificate
Annexure – VI: Self-Declaration Certificate
Annexure – VII: E-Banking Mandate Form

PART B: Price Bid:
Annexure – VIII: Price Bid Format

IMPORTANT TIMELINE: -

Last Date & Time for Submission of Tenders	**1400 hrs on 24.01.2022**
Opening of Techno-Commercial Bids	**1430 hrs on 24.01.2022**
Venue/ Address	DY. COMPANY SECRETARY, Company Secretariat, Ground Floor, BHEL House, Siri Fort, New Delhi-110049

Your complete sealed offer (hard copy) along with all Annexures as per the details given above should be submitted, as follows: -

Submission of Bids in Physical Form (Hardcopy – by hand/courier)

i. Tender must be submitted in two parts, Part-A: Techno-Commercial Bid & Part-B: Price Bid.
ii. The tenderer must submit their tenders in two separate sealed envelopes prominently super scribed as Part-A 'Techno- commercial bid' and Part-B 'Price Bid' along with Tender No. & due date written on each of the envelope.
iii. These two separate envelopes shall together be kept in a third envelope super scribed with name of Work, NIT No. & due date of opening.

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iv. Submission of bids through e-mail or mode other than mentioned above is not permitted under this tender.

v. The bids shall be addressed to the official inviting tenders by designation (as above) and shall be submitted/dropped by due date in the Tender Box No. 1 placed at the Ground Floor (back side) of BHEL House, Siri Fort, New Delhi. i.e., by **1400 hrs on 24.01.2022**. Any queries regarding this tender may be clarified from Dy. Manager (Company Sectt.) on Tel. No.011-66337506 or at e-mail: miriam@bhel.in.

Thanking you,

Rajeev Sharma
Dy. Company Secretary
Company Secretariat/BHEL

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Checklist for submission of Bid

S. No.	Description/ Item	Enclosed (Yes/No)
A.	Part A (Techno-commercial Bid) in sealed envelope duly super scribed with Part A (Techno-commercial Bid) - Tender Ref. No.: BHEL/CS/Scrutinizer/2021-22 dated 10.01.2022 (Envelope-1) containing following documents:	
1.	Signed & stamped copy of all pages & Annexures of Tender document including 'Scope of Work' & 'General Terms & Conditions' as a token of acceptance	
2.	Documents w.r.t. Qualification as per PQR - Annexure-II	
3.	Bidder's Information as per Annexure-IV	
4.	No Deviation Certificate as per Annexure-V	
5.	Self-Declaration Certificate as per Annexure-VI	
6.	E-Banking Mandate Form - Annexure-VII	
7.	Documentary proof of MSE Bidder, if applicable	
B	Part B Price Bid (Annexure-VIII) in a separate sealed envelope duly super scribed with Part B (Price Bid) Tender Ref. No.: BHEL/CS/Scrutinizer/2021-22 dated 10.01.2022 (Envelope-2)	

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PART-A: TECHNO-COMMERCIAL BID

Annexure-I

SCOPE OF WORK & TECHNICAL SPECIFICATIONS

1. Overview: Selection of Scrutinizer for Postal Ballot or General meeting

Pursuant to Rules 20, 21 and 22 of the Companies (Management & Administration) Rules, 2014, BHEL is required to select scrutinizer(s) who is a person of repute and who, in the opinion of the Board can scrutinize the e-voting process in a fair and transparent manner, for carrying out scrutiny of the votes received through remote e-voting & voting at General Meeting(s) and for Postal Ballot(s) of the Company. Accordingly, BHEL wishes to engage a Practising Company Secretary (PCS)/ PCS Firm as Scrutinizer for all its General Meeting (s) and Postal Ballot(s) events to be held from 01.02.2022 to 31.01.2024.

2. Scope of Work

The PCS/ PCS Firm selected as a Scrutinizer shall be required to undertake the following work for the period from 01.02.2022 to 31.01.2024: -

- Carry out the scrutiny of the votes received through remote e-voting & voting at all its General Meeting(s) and Postal Ballot(s) events held during the aforesaid period as per the requirements of Companies Act, 2013, rules made thereunder and SEBI Listing Regulations as well as any notifications/ circulars/ clarifications issued by the Ministry of Corporate Affairs (MCA)/ SEBI; and
- Timely issue of Scrutinizer's Report(s) thereon inline with the aforesaid statutory provisions.
- Any other related work / assignment ancillary or incidental thereto.

3. Date & Schedule of Secretarial and Corporate Governance Audit

In case of General Meeting, Scrutinizer's Report will be issued on the day of the Meeting, while in case of Postal Ballot, it will be issued by the next day of the close of the Ballot. The actual dates of the General Meeting/ Postal Ballot shall be confirmed separately by BHEL, based upon the concerned events.

4. Related Services pursuant to amendment of Statutory Provisions

The PCS/ PCS Firm shall provide any additional information/ documents/ reports/ certificates, if any, further required (after allotment of work through this tender) under provisions of Companies Act, 2013, rules made thereunder, SEBI Listing Regulations and circulars/ clarifications/ notifications issued by MCA/ SEBI, Secretarial Standards issued by the Institute of Company Secretaries of India (ICSI) and any other applicable laws with regard to appointment of Scrutinizer in BHEL including any amendment therein to ensure complete compliance as per statutory requirements.

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Annexure-II

PRE-QUALIFYING REQUIREMENTS (PQR)

Offers shall be considered only from technically competent and experienced PCS/ PCS Firm as per the following Pre-Qualifying Requirements (PQR):

(1) PEER REVIEW

The PCS/ PCS Firm has to submit a copy of valid Peer Review Certificate issued by ICSI.

(2) OFFICE

The PCS/ PCS Firm should have a Service Centre or a Representative office in Delhi-National Capital Territory and has to submit documentary proof of the same.

(3) WORK EXPERIENCE

a) The PCS/ PCS Firm should have the following prior experience and documentary proof of the same should be submitted:

- A minimum of 5 years of experience after receiving of membership from ICSI.
- During the last 5 years (i.e. w.e.f. FY 2015-16), been appointed as Scrutinizer in any one or more than one listed Maharatna/ Navratna Company (ies) for atleast 2 years.

b) The PCS/ PCS Firm should not have been in employment of BHEL during last 5 years.

(4) NO DEVIATION CERTIFICATE – Annexure V

a) The PCS/ PCS Firm should unconditionally accept all terms & conditions of the tender. In case, any PCS/ PCS Firm wants to deviate from the tender conditions, such deviations shall be clearly specified in **No Deviation Certificate – Annexure V**. If no deviation is given in tender submitted, it will be assumed that the bidder accepts all terms and conditions of the tender.

b) Deviations may or may not be accepted by BHEL. Any deviation accepted by BHEL for a PCS/ PCS Firm may be extended to all bidders.

c) In case a deviation is not accepted by BHEL, the PCS/ PCS Firm is required to withdraw the same, otherwise its bid is liable to be rejected and in such case no bidder shall have any claim arising out of such action. BHEL's decision on the same shall be final and binding.

(5) SELF DECLARATION CERTIFICATE – Annexure VI

The PCS/ PCS Firm has to submit a **Self-Declaration Certificate** as per **Annexure VI**, certifying that: (a) He/she/ they were not in employment of BHEL during the last 5 years.

(b) The Scrutinizer services being offered to BHEL complies with the provisions of Companies Act 2013, rules made thereunder, SEBI Listing Regulations and circulars/ clarifications/ notifications issued by MCA/ SEBI, Secretarial standards issued by ICSI, any other law/rule/ requirement pertaining to Secretarial and Corporate Governance Audit and associated activities including any amendment therein.

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Annexure – III

GENERAL TERMS AND CONDITIONS

1. INSTRUCTIONS FOR THE BIDDERS

a) The offer shall be submitted as per the instructions of the tender document. Only one set of tender document duly signed & stamped on each page shall be submitted by hand/courier as detailed. Bidder should note specifically that all pages of tender document shall be submitted by them (after signing/ stamping on each page) as a token of acceptance of the terms & conditions.

b) Price shall not be mentioned anywhere, except in the Price Bid (**Annexure-VIII**).

c) The bidders are advised to obtain all the necessary information related to the scope of work/ specifications before submitting their offers. Any queries regarding this tender may be clarified from the Dy. Manager (Company Secretariat) on landline no. 011-66337506 or e-mail: miriam@bhel.in.

d) All the tender documents including Corrigendum/Addendum shall be uploaded on BHEL web site (www.bhel.com) and CPP Portal (http://eprocure.gov.in/cppp/) which can be downloaded and used as tender document for submitting the bid.

e) No overwriting/ correction in tender documents by bidder shall be allowed. However, if correction is unavoidable, the same must be counter-signed & stamped.

f) BHEL reserves the right to accept or reject any or all offers without assigning any reason thereof. Also, BHEL shall not entertain any correspondence from bidders in this matter.

g) Only the Techno-Commercial Bids received from bidders till the deadline shall be opened on 24.01.2022 at 1430 Hrs. The bidders or their representative may attend the opening of the techno-commercial bids, if they so desire.

h) Bidders are required to quote for the complete scope of work. Tenders for part of the work or incomplete in any respect are liable to be rejected.

2. VALIDITY OF BID/RATES: The bids/ rates received shall be valid till 31st March, 2022.

3. EVALUTION CRITERIA & AWARD OF WORK

The Techno-commercial bids received till the last date & time for submission shall be scrutinized & evaluated as per the PQR and terms & conditions of the tender enquiry. Clarifications shall be sought from bidders, if required, and bidders shall be permitted to submit their documents/ clarifications by a cut-off date.

Price Bids of only techno-commercially qualified bidders shall be opened at later stage which shall be intimated to them through e-mail. The price bids shall be evaluated based on the total amount quoted (all-inclusive excluding GST) in Price Performa. The award of work / work order shall be placed on the L-1 bidder subject to suitability of offer & reasonability of rates and solely at discretion of BHEL.

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

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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.

4. QUALITY STANDARDS

All services shall conform to the scope of work/ technical specifications and statutory requirements as per SEBI/ MCA or else liable for penalty/ rejection at no costs thereon. The service provider shall deploy only skilful & technically sound staff/ manpower with regard to services being offered to the satisfaction of BHEL.

5. LIQUIDATED DAMAGES – QUALITY

If the provided service(s) does not match the quality and specifications mentioned, BHEL will not be obliged to accept the particular service(s) as applicable. If at all it is accepted, LD shall be imposed at a rate to be decided by BHEL limited to maximum 10% of the contract value.

6. PROVISIONS FOR MICRO AND SMALL ENTERPRISES (MSEs)

Any Bidder falling under MSE category, shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their offer.

Type under MSE	SC/ST owned	Women owned	Others
Micro			
Small			

Note: - If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSE category.

(i) MSE suppliers/ bidders can avail the intended benefits only if they submit along with the offer, attested copies of either Udyam, Udyog Aadhaar or EM-II certificate having deemed validity (five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM-II certificate along with attested copy of a CA certificate where deemed validity of EM-II certificate of five years has expired applicable for the last audited financial year. Date to be reckoned for determining the deemed validity will be the last date of Bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if the above required documents are not submitted along with offer.

(ii) In case of any change in the MSE status of the Bidder, it shall be the responsibility of the Bidder to notify the change as a part of the Bid document. If at a later date it comes to the knowledge of BHEL, that the change in the status has not been intimated by the Bidder and the order is obtained under the premise of an MSE then BHEL would cancel the pending order against this tender and take necessary steps for suspension of the business dealing with the Bidder as per the procurement policy of BHEL.

(iii) However, credentials of all MSE suppliers/ bidders will be verified before considering the intended benefits for MSE suppliers at the time of tender evaluation.

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(iv) Start-ups who are also registered as MSEs and wish to avail the benefits as applicable to MSE, shall submit relevant documents covered under Conditions for Micro and Small Enterprises elsewhere in this tender.

(v) MSE bidders will get the intended benefits as per the Public Procurement Policy 2012 for MSE & its Amendment(s) thereafter.

7. REJECTION OF BIDS

a) BHEL reserves the right to accept or reject any of the bid/ all bids with or without deviation or cancel/ withdraw the invitation for bid without assigning any reason whatsoever and in such case bidder shall have no claim arising out of such action by BHEL. The acceptance of bid will rest with BHEL, not binding itself to accept the lowest tender.

b) BHEL also reserves the right to cancel the tender at any stage due to any administrative/ internal reasons, whatsoever and in such case bidder(s)/successful bidder shall have no claim arising out of such action by BHEL.

c) Unsolicited bids, bids which are incomplete or not in the form specified or defective or have been materially altered or not in accordance with the tender conditions, specifications etc., are liable to be rejected.

d) If a bidder who is a proprietor expires after the submission of his bid or after the acceptance of his bid, BHEL may at their discretion, cancel such a bid. If a partner of a firm expires after the submission of tender or after the acceptance of the tender, BHEL may then cancel such tender at their discretion, unless the firm retains its character.

e) If the bidder deliberately gives wrong information in his bid, BHEL reserves the right to reject such bid at any stage or to cancel the contract if awarded and forfeit any money due under the contract.

f) Canvassing in any form in connection with the bids submitted by the Bidder shall make his offer liable to rejection.

g) In case the PCS/ Proprietor or Partner of the Firm submitting the tender, has any relative or relation employed in BHEL, the authority inviting the tender shall be informed of the fact along with the Offer. Failing to do so, BHEL may, at its sole discretion, reject the tender or cancel the contract.

h) The offers of the bidders who are under suspension and also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com.

8. PRICE

a) Price quoted should be firm during the entire duration of the contract.

b) Price quoted shall be all inclusive except GST (as applicable), which should be indicated separately in the column provided in the Price Bid enclosed as **Annexure-VIII**.

c) Price to be filled-in strictly as per the Price Bid enclosed as **Annexure-VIII**. Change in Performa is not allowed.

d) The bidders are required to quote essentially for the entire scope of work.

e) Offers not fulfilling any of the above conditions are liable for rejection.

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9. TAXES & DUTIES

a) It is mandatory to comply with all taxes applicable for the required services. Your price should be all inclusive, except GST. The amount towards GST should be indicated separately in the specified place in Price Bid enclosed as **Annexure-VIII**.

b) To enable BHEL to avail GST Input tax credit, party shall submit invoice containing all the particulars as stipulated under Invoice Rules of GST Law. Such invoice shall be submitted within prescribed time limit in the name of BHEL Corporate Office, BHEL House, Siri Fort, New Delhi. Payment shall be made to the party only after submission of GST compliant tax invoice as mentioned above and other relevant documents.

c) In case of any loss incurred by BHEL on account of non-compliance of GST laws by vendor/ service provider, the same shall be charged to party's account and the same shall be withheld/ recovered from party.

d) Any statutory changes as and when made applicable by the Government shall become applicable against documentary evidence.

e) Payment to the party be subjected to TDS as per rules in force from time to time. The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act & GST, as amended from time to time and a certificate to this effect to be provided to party.

f) Applicable GST shall also be recoverable from the contractor/ bidder in case of LD recovery/ penalty on account of breach of terms of contract.

10. TERMS OF PAYMENT

a) The number of events mentioned in the Price Bid Format are tentative and subject to change. Both billing and payment will be made as per actual event(s) held during the said period from 01.02.2022 to 31.01.2024 for which the successful bidder will be appointed as Scrutinizer.

b) Payment shall be made to agency only after submission of GST compliant tax invoice as mentioned above and other relevant documents.

c) GSTIN of BHEL will be provided to the agency along with the work order.

d) Full payment shall be made within 30 days of satisfactory completion of the job/ individual event and receipt of in-discrepant bill.

e) While making the payment, statutory deductions as applicable, shall be made by BHEL. Payment to the agency will be subjected to TDS as per rules in force from time to time. The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act and GST as applicable, as amended from time to time and a certificate to this effect shall be provided to the agency by BHEL.

f) BHEL reserves the right to make the payment through NEFT mode.

g) No advance payment of work will be made to the agency.

11. VARIATION IN THE ORDERED QUANTITY

a) BHEL reserves the right to increase or decrease the ordered/item-wise quantity.

b) Variation in quantities will be governed by the unit rates quoted or pro rata basis, as applicable. Payment shall be made on actual quantity executed.

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12. INCOMPLETE TENDERS

a) Incomplete tenders, which do not contain all the information called for or bid not submitted as per terms & conditions, are liable to be rejected.

b) The decision of BHEL in respect of evaluation of bids and/or award of contract shall be final.

13. CANCEL/ SCRAP OF TENDER

BHEL also reserves the right to cancel/ scrap the tender at any stage without assigning any reason whatsoever.

14. ARBITRATION

a) In the event of any dispute or difference arising out of the execution of the Order/ Contract or the respective rights and liabilities of the agencies or in relation to interpretation of any provision between BHEL & Service Provider in any manner touching upon the Order/ Contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the arbitration of the person appointed by the competent authority of BHEL.

b) Subject as aforesaid, the provisions of Arbitration and Conciliation Act, 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The venue of arbitration shall be at New Delhi.

c) In case of order/ contract on Public Sector Enterprises (PSE) or a Govt. Department, the following clause shall be applicable: -

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Order/ Contract, such dispute or difference shall be referred to by either party to the arbitration of one of the arbitrators in the department of public enterprises. The award of the arbitrator shall be binding upon the agencies to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & 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 agencies hereto finally and conclusively. The agencies in the dispute will bear equally the cost of arbitration as intimated by the arbitrator.

15. LAWS GOVERNING THE CONTRACT

The Order/ Contract shall be executed and governed by the laws of India and the courts of India alone shall have jurisdiction in respect of any matter arising under or in connection with the Order/ Contract.

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16. JURISDICTION OF COURT

Courts at Delhi/ New Delhi shall have exclusive jurisdiction to decide the dispute, if any, arising out of or in respect of the contract(s) to which these conditions are applicable.

17. DEFAULT/ BREACH OF CONTRACT, INSOLVENCY AND RISK PURCHASE

a) If the Service Provider/ Agency fails to provide the required services as per the Contract/ fails to deliver the goods or materials or any instalment thereof within the period(s) fixed for such delivery or delivers goods or materials not of the contracted quality and failing to adhere to the contract specifications or at any time repudiates or otherwise abandons the contract before expiry of such period or refuses or is unable to supply / provide goods / services or materials covered by the Order/Contract either in whole or in part or otherwise fails to perform the Order/Contract or commits any breach of the Order/Contract not herein specifically provided for or in the event of the death or insanity or if the Seller/Agency being an individual or if a firm on a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the Order/Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolved under the Partnership Act or if the Seller/Agency (Service Provider) being a company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager, the purchaser without prejudice to his right to recover any expenses, losses or damages to which the purchaser may be put to incur or sustain by reason of the Seller/Agency's default or breach of Order/Contract shall be entitled to cancel the Order/Contract either in whole or portion thereof without compensation to the Seller/Agency (Service Provider) and if the purchaser so desires, he may procure upon such terms and in such manner as he deems appropriate, stores not so delivered or others of a similar description where stores exactly complying with particulars are not, in the opinion of the purchaser, which shall be final, readily procurable, at the risk and cost of the Seller/Agency (Service Provider)and the Seller/Agency (Service Provider) shall be liable to the purchaser for any excess costs provided that the Seller/Agency (Service Provider) shall continue the performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The Seller/Agency (Service Provider) shall on no account be entitled to any gain on such repurchases.

b) Cost of the purchases/ service made by the Purchaser/ Service taker at the risk and cost of the seller/ agency (Service Provider) shall be worked out after levying 30% overheads as departmental charges on the cost of materials/ services so purchased/ hired.

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18. INTEGRITY COMMITMENT, PERFORMANCE OF THE CONTRACT

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

COMMITMENT BY BIDDER/ SUPPLIER/ CONTRACTOR: The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India. The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

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

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

19. BHEL FRAUD PREVENTION POLICY

The Bidder(s) along with its associate/ collaborators/ sub-contractors/ 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 any fraud or suspected fraud as soon as it comes to their notice.

20. FORCE MAJEURE

A Force Majeure (FM) means extraordinary events or circumstance beyond human control such as an event described as an Act of God (like a natural calamity) or events such as war, strike, riots, crimes (but not including negligence or wrong-doing, predictable/seasonal rain and any other events specifically excluded in the clause). An FM clause in the contract frees both parties from contractual liability or obligation when prevented by such events from fulfilling their obligations under the contract.

An FM clause does not excuse a party's non-performance entirely, but only suspends it for the duration of the FM. The firm has to give notice of FM as soon as it occurs and it cannot be claimed ex-post facto. There may be a FM situation affecting the purchase organization only.

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In such a situation, the purchase organization is to communicate with the supplier along similar lines as above for further necessary action. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for a period exceeding 90 (Ninety) days, either party may at its option terminate the contract without any financial repercussion on either side.

Notwithstanding the punitive provisions contained in the contract for delay or breach of contract, the supplier would not be liable for imposition of any such sanction so long as the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event covered in the FM clause.

21. BHEL reserves the right to cross-check/ verify the genuineness of the documents submitted along with the offer by the bidder. At any stage, BHEL may also ask for original documents and bidder/ contractor has to submit the same. If at any stage, the document(s) submitted by bidder/ contractor is/ are found incorrect/ false, the necessary action will be taken by BHEL against the bidder/ contractor as per extant guidelines/ policies/ terms & conditions of this tender.

22. OTHER CONTRACTUAL OBLIGATIONS

a) BHEL will have no liability whatsoever concerning the persons deployed by the vendor/ service provider for the subject work. The vendor/ service provider shall keep the company (BHEL) indemnified against all losses or damages or liability arising out of or imposed in the course of employment of persons by the vendor/ service provider.

b) The vendor/service provider shall abide by all the rules/ regulations/ status imposed by the Government or other concerned authorities.

c) The Tender submitted by a techno commercially qualified bidder shall become the property of BHEL who shall be under no obligation to return the same to the bidder.

d) The tender shall be deemed to form an integral part of the contract to be entered into for this work.

e) BHEL may extend the scope/ duration of the contract for a further period depending upon the satisfactory performance of the successful bidder.

23. LATEST UPDATES

All corrigenda, addenda, amendments, time extensions, correspondences, clarifications, changes, errata, revisions etc. to the tender will be hosted on the websites (www.bhel.com and http://eprocure.gov.in) only and not in newspapers. Bidders should regularly visit the websites till the date of submission of the bids to keep themselves updated.

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Annexure -IV

BIDDER'S INFORMATION

Sl. No.	Description	Details
1.	Name of tendering company/Firm/Agency	
2.	Type of firm (Public/Private/MSME)	
3.	Name of proprietor/ Director of Company/ Firm/Agency	
4.	Corporate Identification Number (CIN) if LLP	
5.	Certificate of Practice No.	
6.	Peer Review Certificate No.	
7.	Full address of registered office with telephone no., Fax no. & E-mail Address etc.	
8.	Full address of operating/branch office with telephone no, Fax no. & E-mail Address etc.	
9.	Permanent Account Number (PAN)	
10.	GST Registration No. (GSTIN)	
11.	Whether MSE Bidder (Yes/No)? If yes, please mention Udyam/ Udyog Registration Number & enclose copy of the certificate	
12.	Name of Bidder/ Contact Person	
13.	Phone No. of Bidder / Contact Person	
14.	E-mail Address of Bidder / Contact Person	
15.	Name of Authorized Signatory	
16.	Details of Scrutinizer Report (Name of the Company (ies) alongwith year) * **only details complying with PQR requirements to be mentioned*	

Name, Designation & Signature of Authorized Signatory

Date:
Place:

BHARAT HEAVY ELECTRICALS LTD. NEW DELHI

Signature & Stamp of the Bidder

Annexure – V

NO DEVIATION CERTIFICATE

(To be submitted along with Part-A Bid)

It is certified that we have read and understood all the terms and conditions of the **BHEL/CS/Scrutinizer/2021-22 dated 10.01.2022**.

Notwithstanding anything mentioned in our bid, we hereby accept all the terms and conditions of the above tender. We confirm that the offer submitted by us is confirming to all the terms and conditions mentioned in the tender document. We hereby undertake and confirm that we have understood the scope of services properly and shall carry out the job as mentioned in this tender.

Or

We hereby accept all terms and conditions of the above tender except the followings:

1.

2.

3.

Note: Deviations may or may not be accepted by BHEL

Also, it is confirmed that deviations, if any, have been indicated only in this format and nowhere else in the offer.

Signature of Authorized Signatory
Name/Designation and Seal of the bidder

Date:
Place:

BHARAT HEAVY ELECTRICALS LTD. NEW DELHI

Annexure - VI

SELF-DECLARATION CERTIFICATE
(To be submitted along with Part-A Bid)

"We, _____ (Company's/Bidder's name) hereby certify that:

a) The PCS/ PCS Firm is eligible for appointment and not disqualified for appointment under the Company Secretaries Act, 1980, rules/ regulations/ standards made thereunder and the limits laid down by ICSI for the firm or any other relevant statutes.
b) The PCS/ PCS Firm is Peer Reviewed and has been issued a Certificate in this regard by the Peer Review Board of the ICSI.
c) The PCS/ no partner of the firm was in employment of BHEL during the last 5 years.

We also confirm that we shall comply with the provisions of Companies Act 2013, rules made thereunder, SEBI Listing Regulations and circulars/ clarifications/ notifications issued by MCA/ SEBI, SEBI Guidelines, Secretarial Standards issued by ICSI, any other law/rule/requirement pertaining to appointment of Scrutinizer for General meeting(s) and Postal Ballot(s) and the issuance of the Scrutinizer's Report.

Signature of Authorized Signatory
Name/Designation and Seal of the bidder

Date:
Place:

BHARAT HEAVY ELECTRICALS LTD. NEW DELHI

Signature & Stamp of the Bidder

भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Limited
Company Secretariat, New Delhi

Annexure – VII

E-Banking Mandate Form

(To be submitted along with Part-A Techno-Commercial Bid)

1. Vendor/customer Name:
2. Vendor/customer Code:
3. Vendor /customer Address:
4. Vendor/customer e-mail id:
5. Particulars of bank account:
   a. Name of Bank:
   b. Name of branch:
   c. Branch code:
   d. Address:
   e. Telephone number:
   f. Type of account (current/saving etc.):
   g. Account Number:
   h. RTGS IFSC code of the bank branch:
   i. NEFT IFSC code of the bank branch:
   j. 9 digit MICR code:

I/We hereby authorize BHEL to release any amount due to me/us in the bank account as mentioned above. I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or lost because of incomplete or incorrect information, we would not hold the BHEL responsible.

Signature of Authorized Signatory
Name/Designation and Seal of the bidder

Date:
Place:

BHARAT HEAVY ELECTRICALS LTD. NEW DELHI

Signature & Stamp of the Bidder

Annexure –VIII

PART B: PRICE BID

Sl. No.	Description	Fee/ event excluding GST (Rs.) (A)	Tentative E-Voting Events in contract period (B)	Total Fee during the contract duration excluding GST (Rs.) C=(A) X (B)
1.	Carrying out scrutiny of the votes received through remote e-voting & voting at General Meeting(s) and for Postal Ballot(s) and issuance of Scrutinizer's Report thereon as per statutory requirements		7	
	GST@ _____% (in Rs.)			
	Total Amount inclusive of GST (in figures)			
	Total Amount inclusive of GST (in words)			

Note:

1. Prices should be quoted in Indian Rupees only.
2. Total Charges to be payable (general meeting or postal ballot) during the contract duration will be the basis for selection of the scrutinizer.
3. The number of events mentioned in the Price Bid Format are tentative and subject to change. Both billing and payment thereto will be made as per actual event(s) held during the said period from 01.02.2022 to 31.01.2024 for which the successful bidder will be selected as Scrutinizer.
4. General Meeting means both Annual General Meeting and Extraordinary General Meeting.
5. Voting includes electronic voting as well as voting through physical ballot.
6. Quoted price shall be inclusive of all other charges (except GST) required for satisfactory completion of work as per legal requirements and specified timelines.

Signature of Authorized Signatory
Name/Designation and Seal of the bidder

Date:
Place:

BHARAT HEAVY ELECTRICALS LTD. NEW DELHI

Signature & Stamp of the Bidder