

**NAME OF WORK: ANNUAL MAINTENANCE CONTRACT FOR BOYLES ANESTHESIA SYSTEM, VOLUME CYCLED ICU VENTILATOR AND ADULT VENTILATOR AT BHEL TRICHY FOR 2024-25.**

**Enquiry No: 9472400078/ 05.09.2024 - GEM/2024/B/5349349**

BHARAT HEAVY ELECTRICALS LIMITED- TIRUCHIRAPPALLI-620 014

WORKS CONTRACTS MANAGEMENT

**NOTICE INVITING GeM-TENDER**  
**PART-I (TECHNO COMMERCIAL BID)**

1.	Tender Ref. No. GeM Bid No.	<b>9472400078/ 05.09.2024</b> <b>GEM/2024/B/5349349</b>
2.	Tender Type	<b>Single Tender-Single Part (GeM-Tender) –</b> being single tender, vendor indicated below only will be eligible to bid.
3.	Name of work	ANNUAL MAINTENANCE CONTRACT FOR BOYLES ANESTHESIA SYSTEM, VOLUME CYCLED ICU VENTILATOR AND ADULT VENTILATOR AT BHEL TRICHY FOR 2024-25.
4.	Name of vendor for bidding in the tender	<b>M/s. DRAEGER INDIA PRIVATE LIMITED (V Code - 74911)</b> <b>Offers submitted from other bidders will be summarily rejected.</b>
5.	Address of vendor	<b>Registered Address:</b> 10TH FLOOR, COMMERZE II, INTERNATIONAL BUSINESS PARK, OBEROI GARDEN CITY, MUMBAI SUBURBAN, PIN – 400063 (MAHARASTRA). <b>Servicing Address:</b> Ground Floor, North Tower KRM Plaza No.2 Harrington Road, Chetpet CHENNAI-600 031 (TAMILNADU).
6.	Location of work	MAIN HOSPITAL - BHEL TRICHY
7.	Period of contract	Twelve (12) months from the date of award of contract.
8.	Earnest Money Deposit	<b>NIL</b>
9.	Tender Document details	Tender document pages from 1 to 24
10.	<b>Mode for submission of offer</b>	No physical submission of Tender. Tender only to be submitted electronically through <b>GeM portal (<a href="https://gem.gov.in/">https://gem.gov.in/</a>) only.</b>
11.	Contact details for queries related to tender	Shri K Prasath, Sr. Engineer / WCM; 0431 257 1573; e-mail: <a href="mailto:prasath@bhel.in">prasath@bhel.in</a> Shri Dineshwar Pahan, Addl. Engineer /WCM 0431-257 4564; e-mail: <a href="mailto:dineshwar@bhel.in">dineshwar@bhel.in</a>
11.1	Contact details for queries related to scope of work and execution of contract	Smt. C Hemalatha, SDGM/ Medical 0431-2574102, EMAIL: <a href="mailto:hemalatha@bhel.in">hemalatha@bhel.in</a> Shri Barada Prasanna Swain, Dy. Engineer / Medical 0431-2571934 EMAIL: <a href="mailto:barada@bhel.in">barada@bhel.in</a>
12.	Last Date for Receipt of Tender	<b>16.09.2024 /15:00 Hrs.</b>
13.	Date of Techno Commercial Bid Opening	<b>16.09.2024 /15:30 Hrs.</b>

**We, the tenderer, have gone through all the pages of tender document and accept the Terms and Conditions.**

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Annexure -1A

**Part-1 (Techno commercial Bid)**

<b>DOCUMENTS TO BE SUBMITTED</b>		
<b>A</b>	<b>Income Tax Registration :</b> (Copy of PAN to be attached)	Copy to be uploaded in <b>GeM portal</b>
<b>B</b>	<b>Goods &amp; Service Tax Registration</b> (Copy of GST Registration to be attached)	Copy to be uploaded in <b>GeM portal</b>
	<b>% OF GST APPLICABLE TO THE VENDOR FOR THIS WORK</b>	_____ %
<b>C</b>	<b>Acceptance to Scope of work and General Terms and conditions of Contract.</b> (Duly signed and sealed copy of <b>Tender Document</b> to be uploaded)	Copy to be uploaded in <b>GeM portal</b>
<b>D</b>	<b>No deviation &amp; Declaration certificate”</b> on bidder’s Letter head as per enclosed Annexure-A1 of tender document (Duly signed and sealed copy to be uploaded)	Copy to be uploaded in <b>GeM portal</b>

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**INSTRUCTIONS TO THE TENDERERS**

1. Tender only to be submitted electronically by logging to GeM portal (<https://gem.gov.in/>) only. Physical submission of tender shall not be accepted.
2. Any deviation to this tender terms & conditions, and schedules of this tender will lead to total rejection of the offer submitted.
3. 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.
4. Amount should be quoted as per the Work schedule (Price bid/Part –II). Amount quoted in any other form will not be accepted, and will be rejected.
5. 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 (As per annexure-A2)
6. If a tenderer deliberately gives wrong information in his tender or creates conditions favorable for the acceptance of his tender, the BHEL will reject such tender at any stage.
7. Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
8. 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.
9. The tender schedule, and the tender shall be deemed to form an integral part of the contract to be entered into for this work.
10. Tenderer shall sign the tender documents for having accepted the conditions and upload in GeM portal.
11. Tender can be cancelled at any stage due to unavoidable circumstances.
12. 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.
13. BHEL reserves the right to increase or decrease the tendered quantity.
14. BHEL does not guarantee ordering of any minimum quantity.
15. Income Tax deduction at source as applicable in the IT Act from time to time will be made on the value of the bills in the absence of Income Tax Exemption Certificate from the concerned IT officer.
16. All the Statutory Obligations such Goods & Services tax (GST), etc. will have to be taken care of by the vendor. BHEL will have no liability on them. Notwithstanding the above, if any demand notice is served by the concerned Statutory Authorities for recovery of any of their dues on BHEL, the same would be paid to the statutory authorities without notice to the vendor and recovered as a due from any pending / future bills.
17. BHEL reserves the right to reject the tender, if it contains any tampering to the tender documents submitted by the bidder, at any stage.
18. BHEL reserves the right to cancel the tender or reject the lowest or any tender in full or in part without assigning any reasons whatsoever.

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**IMPORTANT POINTS TO BE TAKEN CARE OF WHILE SUBMITTING OFFER:**

- 1) Should a Tenderer find discrepancies or omissions in the Tender documents or should there 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) Every endeavour is made to avoid any error which can materially affect the basis of the tender but the successful tenderer shall take upon himself to provide for the risk of any error which may be subsequently by discovered and shall make no subsequent claim on account thereof.
- 2) Conditional, unwitnessed, late 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**
- 3) The contractor shall quote only the lowest possible amount, inclusive of all taxes with Goods & Service Tax which will be paid by BHEL extra as applicable that can be offered for the intended quantity.
- 4) Late and Delayed Tenders will be summarily rejected and under no circumstances it will be considered and accepted.
- 5) All corrigenda/addenda/amendments/time extensions/clarifications, etc. to the tender will be hosted on GeM portal (<https://gem.gov.in/>) and will not be published in any other media. Bidders should regularly visit above website(s) to keep themselves updated.
- 6) BHEL may reject the bid or in case the contract has been awarded, then terminate the contract apart from taking any other suitable action under the contract or applicable legal provisions or BHEL guidelines including Guidelines for suspension of Business Dealings, without any liability for any compensation to the bidder if, BHEL discovers at any time that any statement made by the bidder in the affidavit cum undertaking is false, fraudulent or Any document submitted by the bidder was fake and forged Or If BHEL determines in the sole discretion that any statement was aimed at deliberately misleading BHEL with a view to ensure award of the subject contract to the bidder.
- 7) The contractor shall follow norms of BHEL security system for movement of men & materials within the complex including biometric system.
- 8) The decision of In-charge for this contract shall be final and binding on the contractor regarding clarification of items of works.
- 9) Lowest prices received against BHEL tenders need not be the technically acceptable one, and in that case, BHEL reserves the right not to consider the same.
- 10) BHEL would negotiate or re-float the Tender opened if L1 price is not the acceptable price to them inter-alia other reasons. Tenderers shall not increase their quoted rates in case BHEL, negotiates for reduction of rates. Such negotiation shall not amount to cancellation or withdrawal of the original offer.
- 11) In all matters of disputes, the decision of the General Manager, BHEL, Tiruchirappali-14 shall be final and binding on the Contractor.
- 12) No bidder shall be allowed to use any electronic gadgets viz., mobile phones, tablets etc during tender opening/ or at any other meeting with BHEL for the purpose of this tender, which if found would be liable for rejection of their bid.
- 13) The amount offered shall provide for the complete cost towards labour, consumables, tools, plants & machinery, transport, supervision, profits & overheads, and all other incidentals, etc. complete. However, if the GST is applicable for this contract, the same will be reimbursed on production of valid documentary proof for having paid the GST by them.
- 14) The works contract to be entered into with the successful tenderer will be governed by BHEL General Conditions of Contract in force.
- 15) The contractor has to make his own arrangements to provide refreshment for the workmen deployed by him.
- 16) If any of the workers employed by the contractor is found to indulge in acts subversive of discipline,

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the same will be brought to the knowledge of the contractor and he shall arrange for replacement of such personnel.

- 17) All the consumables, Tools & Plants used in the work shall be of approved quality and will be subject to periodical inspection by BHEL officials.
- 18) Works shall be carried out as per relevant IS standards and rules adhering to necessary safety precautions.
- 19) The contractor should extend fullest co-operation with the third party agencies engaged, if any by BHEL to adhere the Quality Control Procedures ensuring quality.

**20) Signing the Tender:**

- a. The Tender shall be signed by the Authorized Signatory Only. Authorized signatory shall be the person holding 'power of attorney' on behalf of the firm / company / bidder-concerned authorized / empowered to act on behalf for the specific purpose.
  - b. Authorized signatory should have Power of Autonomy issued by MD or Board of Directors or authorized person for this purpose for quoting Tender and all procedures connected with, till finalization and execution of the Contract.
  - c. In case the Bidder is a Partnership Firm under Partnership Act, the Tender shall be signed by all the Partners of the firm or by the Managing Partner who have Signature and Seal of the Contractor authorized to do so or by a person holding the Power of Attorney on behalf of the Partnership Firm.
  - d. A copy of the Partnership Deed and / or a copy of the Power of Attorney, Self-attested shall accompany the Proprietor or Partner of the Company.
  - e. BHEL will not be bound by any other Power of Attorney granted or the change in the composition of the firm made, subsequent to the execution of the Contract agreement. They may however recognize such Power of Attorney or change in status after obtaining legal advice and the cost involved in that connection shall be chargeable to the bidder concerned.
  - f. If tenderer expires after the submission of his tender or after the acceptance of his tender the BHEL may, at their discretion, cancels such tender. If a partner of a firm expires after submission of tender or after the acceptance of the Tender, BHEL may cancel such Tender at their discretion unless the firm retain its character. The works executed in the own name of the tenderer only will be considered for eligibility criteria.
- 21) Expenses incurred by bidder towards preparation of bid incidental to tender irrespective of whether it is accepted or not, shall be borne by vendor only.
  - 22) The offers of the tenderer / bidders who are on the banned list and also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site ([www.bhel.com](http://www.bhel.com) → Tender Notification → List of Banned Firms).
  - 23) 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 and 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 black listed / barred from business transactions / under business hold, BHEL will not consider them for further participation in the Tender.
  - 24) The contractor should extend full co-operation to the other contractors who may be doing other works in the same areas to enable them to execute their portions of work without any delay or difficulty.
  - 25) Similarly, the offers of the bidders who are suspended (under hold/ delist) for business dealings by BHEL shall not be considered. Please note that lifting/ restoration of suspension (Ban/Hold/ De-list) of business dealing is not automatic after expiry of specified suspension period. Hence, vendor shall be considered as suspended for business till suspension is lifted by BHEL in writing on specific request of the vendor as per extant guidelines.
  - 26) Contractor has to 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, experience etc. acceptable to concerned department.
  - 27) Contractors are advised that contract labours must be employed without any discrimination on caste or creed or religion or gender basis.
  - 28) The contractor by submitting the tender undertakes that, they had never been found guilty by a court of law in India for any offence in involving fraud, dishonesty and moral turpitude. If at a later date, if it comes to the notice of BHEL about any such occurrences on the subject bidder, BHEL will have every

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right to reject the offer of such vendors at any point of time.

- 29) The Contractor shall ensure that his workmen movement is restricted to their relevant work areas only & shall vacate the premises after the shift is over.
- 30) 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.

- 31) Vendor shall accept to the terms and conditions stipulated in this tender. GST % applicable shall be indicated by bidder in tender and confirmed during technical evaluation.



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**BILL OF QUANTITY (BOQ), SCOPE OF WORK & TERMS AND CONDITIONS OF CONTRACT**

**A. BILL OF QUANTITY (BOQ)**

<b>Sl. No.</b>	<b>Equipment Description</b>	<b>Model No.</b>	<b>Serial No.</b>	<b>UOM</b>	<b>Qty.</b>
1	Boyles Anaesthesia System	Fabius plus	ASAK0165	NO	1 year
2	Volume Cycled ICU Ventilator	Savina System	ARYK-0250	NO	1 year
3	Adult Ventilator	Savina System	ASDK0061	NO	1 year

**B. Scope of work:**

1. Contract includes 2 Preventive Maintenance calls.
2. Preventive Maintenance consists of Cleaning, testing and calibrating electronic & mechanical parts of the unit.
3. Contract includes un-limited breakdown calls, with no spares, if needed will be charged extra as applicable.
4. Replacement, repair and maintenance of products/ accessories etc. not covered under this contract shall be conducted only on payment of requisite charge as agreed with the customer separately.
5. All items and accessories covered under this AMC, which are mechanically or electronically operated, shall be inspected and adjusted as one operating unit, to properly diagnose and correct malfunction to achieve continued proper operation.
6. BHEL will advise, as per its convenience, to bidder, the dates of visits of bidder's engineer/personnel for preventive maintenance, at least 15 days in advance.
7. BHEL will provide to Bidder's engineer/s or service personnel/s, free of charge, space for spare parts, working place, light, ventilation, telephone and electric current outlets, other basic amenities for the use during the periodical preventive maintenance.

**C. Terms and Conditions:**

**1. Payment Terms:**

- 1.1 Payment will be made in two installments on pro-rata basis after completion of each preventive Maintenance service and submission of original signed invoice along with necessary supporting documents. No escalation of prices shall be permitted on any ground.
- 1.2 Payment will be made 90 days from issue of CRAC / SDA for Non-MSME Vendor, 60 days from issue of CRAC / SDA for Medium (UDYAM Certificate to be submitted) Vendor & 45 days from issue of CRAC / SDA for MSE Vendor (for Micro and Small enterprises only- UDYAM Certificate to be submitted) on completion of work, and certification of concerned-in-charge
- 1.3 No advance may be paid for operational or any other expenses.
- 1.4 Goods and Services tax will be payable extra by BHEL at prevailing rates and corresponding TDS will be made as per Government norms

**2. Liquidated damage / Penalty:**

1. If the contractor fails to complete the service/work as per terms & conditions of the order within the stipulated schedule, Penalty @ 0.5% per week of delay or part thereof in execution of work as per scope of work subject to maximum of 10% of total award value.
2. Cancellation of the work order shall be at the risk and responsibility of the contractor and BHEL reserves the right to award the work at the risk and cost of the defaulting contractor.

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3. In the event of any successful Tenderers 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
4. For the purpose of imposing the above-mentioned penalties, the decision of BHEL In-Charge will be final and binding on the contractor and shall not be subject to any dispute 'or' arbitration.

**3. Contract Period and Place of Work:**

The work shall be carried out for a period of one year from the date of award of work. The work shall be carried out at BHEL Main Hospital, Trichy-14.



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**GENERAL TERMS & CONDITIONS OF CONTRACT**

**1. Definition:**

In these General Conditions of Contract, the following terms shall have, I 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 respective area HOD 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 DGM / WCM authorised to invite tenders and enter into contract for works on behalf of the Company.
- g) The "Contract sum" means, the sum accepted or the sum calculated in accordance with the prices accepted in tender and / or the contract rates as payable to the contractor for the execution of the work during the currency of the contract.
- h) A "week" means, Seven Days, without regard to the number of hours worked or not worked in any day in that week.
- i) A "day" means, the day of 24 hours (TWENTY-FOUR) irrespective of the number of hours worked or not worked in that day.

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

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

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

**4. 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.

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**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. GOODS & SERVICE TAX (GST) REGISTRATION & COMPLIANCE:**

1. 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.
2. 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.  
*Wherever E-Invoice is applicable, the tax invoice/ CN / DN submitted by the vendor must contain the QR code generated in E-Invoice Portal & IRN.*
3. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
4. Invoices will be processed only upon completion of statutory requirement and further subject to following:
  - a. Vendor declaring such invoice in their GSTR-1 Return/ IFF
  - b. Receipt of Goods or Services and Tax invoice by BHEL
5. As the continuous uploading of tax invoices in GSTN portal (in GST ANX-1) is available for all (i.e. both Small & Large) tax payers under proposed new GST Return System, all invoices raised on BHEL may be uploaded immediately in GST portal on despatch of material /rendering of services. The supplier shall ensure availability of Invoice in GST portal before submission of invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's GST ANX-2).
6. 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.
7. 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
8. 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.
9. 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.

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10. 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.
11. 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.

**9. 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.

**10. Contractor's Supervision:**

1. The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to BHEL Officials.
2. 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.
3. The Contractor or his accredited agent shall attend when required without making any claim for doing so to the OFFICER-INCHARGE, to receive instructions.
4. 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.

**11. 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.

**12. 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.

**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 shall:

- 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

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

OR

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:

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. 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



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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:**

If the services provided by the agency are not to the full satisfaction of BHEL, the maintenance contract may be terminated by BHEL and the charges shall be payable only up to the period, till which the agency has rendered satisfactory services. The decision of BHEL in this regard shall be final and binding on the agency.

**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. Force Majeure Clause:**

As per GeM GTC

**22. Arbitration and conciliation:**

The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the contract/Tender which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted as per GeM GTC.

**Appendix I**

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

To,

M/s. (Stakeholder's name)

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

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

Sir,

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

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

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

Yours faithfully,

**Representative of BHEL**

**Appendix II**

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

To,  
BHEL

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

Ref: Contract/MoU/Agreement/LOI/LOA No & date\_\_\_\_

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

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

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

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

**(Signature with stamp)**

**Authorized Representative of Contractor**

**Name, with designation Date**

**Appendix III**

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

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

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

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



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

**23. JURISDICTION:**

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

**24. 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.

**25. 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.

**26. 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.

**27. 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”. BHEL's Guidelines for Suspension of Business Dealings with Suppliers/ Contractors shall apply to this Notice Inviting Tender/ Enquiry. The Bidders shall peruse the same prior to submission of the bid Any action taken or proposed to be taken by BHEL under the said policy shall be without prejudice, and in addition, to other rights and remedies as may be available to BHEL under contract or law."

The offers of the bidders who are under suspension as 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 web site [www.bhel.com](http://www.bhel.com).

1.0 Integrity commitment, performance of the contract and punitive action thereof:

1.1. 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.

1.2. Commitment by Bidder/ Supplier/ Contractor:

1.2.1. 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

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manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

1.2.2. 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.

1.2.3. 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 [www. bhel.com](http://www.bhel.com) and/or under applicable legal provisions”.

**28. RISK PURCHASE:**

In case of breach of contract, wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is atleast 10% of the contract value, the same be encashed. In case the value of the security instruments available is less than 10% of the contract value, the balance amount be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, etc. with BHEL) or legal remedies be pursued. The balance scope shall be got done independently without Risk & Cost of the failed supplier/ contractor.

Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.

**29. Government Law's covering Under This Contract:**

The prevailing laws applicable to the contract shall be adhered to by the contractor

**30. REMOTE TRANSACTIONS: -**

The Contractor shall agree to and comply with all such terms and conditions as BHEL may prescribe from time to time and shall confirm that all transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centers, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication established by BHEL shall constitute legally binding and valid transactions when done. Any transaction pertaining to the tender from both the parties of business done round the clock irrespective of the office or business hours of the companies, are valid legally and binding on both the parties. This applies to the extent only in such cases where deadline time for transaction is not specifically declared by either or both the parties to the business. In case Letter of Intent (LOI) is issued through email, the PC generated time and date of mail shall be construed as the official time and date of release of LOI. In as much as this date is within the last date of validity given by the bidder the LOI is said to have been issued within the validity period and shall be binding on both the parties to the business.

**31. CHANGE IN CONSTITUTION OF FIRM:**

Changes in constitution of firm whenever it is made after submission of application or during currency of the Contract, the existing firm has to duly inform the proposed changes to Contracting department of BHEL at the appropriate time before the changes in the constitution are made. In case the absence of any such information BHEL is not responsible for the consequences arising out of the absence or suppression of information and the issue / dispute arising out of these changes and the firm is responsible for settling the issue or dispute among themselves (Partners etc.) or with the bankers or with any third party. Under the above circumstances when dispute arises and the firm does not inform the change in the constitution of the firm BHEL has the right for suspending or terminating the Contract.

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**32. Final Bill:**

As soon as possible after the completion of the work to the satisfaction of the Engineer-in-charge, the contractor shall forward a certified final account on BHEL form, in duplicate. It shall be accompanied by all abstracts, vouchers etc., in support thereof and shall be prepared in the manner prescribed by the Engineer-in-charge. No claims will be entertained after the receipt of the final bill. The Contractor shall be entitled to be paid the final sum less the value of payments already made on account subject to certification of the final bill by the Engineer-in-charge. Any sums due from the contractor on account of Tools & Plant, Stores or any other items provided by BHEL not yet recovered from the contractor shall be deducted from the final sum aforesaid. No charge shall be allowed to the Contractor on account of the preparation of the final bill.

**33. INCIDENT MANAGEMENT POLICY ON GEM / GROUNDS FOR ADMINISTRATIVE ACTION:**

As per GeM GTC

**34. RESOLUTION OF DISPUTES BETWEEN CPSE & GOVERNMENT DEPARTMENTS:**

In the event of any Disputes or difference relating to the interpretation and application of the provisions of commercial contract (s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government departments/ Organizations (excluding disputes relating to railways, Income Tax, Customs and Excise departments). Such disputes or difference shall be taken up with by either party for its resolution through AMRCD as mentioned in DPE OM No: 05/0003/2019-FTS 10937 Dated 14th December 2022 and the decision of AMRCD on the said dispute will be binding on both the parties.

**35. EXECUTIONS:**

The whole contract is to be executed in the most approved substantial and workman like manner to the entire satisfaction of the Contract, or the Inspection Officer who shall have power to reject any of the works of which he may disapprove: and his decision thereon and any question as to the true intent and meaning of the specifications of drawing of the work necessary for the proper completion of the contract, shall be final and conclusive. The contractee may require alteration if any to be made during the progress of works and should these alterations be such that either party to the contract considers an alteration in the charges justified, such alteration shall not be carried out until amended by the Contractee. Should the Contractor proceed to carry out work without obtaining the consent of the Contractee in writing to amended cost for the alteration works, the Contractor shall be deemed to

**36. BOOK EXAMINATION CLAUSE:**

(i) The Contractor shall, whenever required produce or cause to be produced or examination by any officer of the contractee, authorize in that behalf any cost of other account book or account voucher, receipt letter, memorandum, paper or writing or any copy of extract from any such document and also furnish information

and returns verified in such a manner may be required in any way relating to the execution of this contract or relevant for verifying or ascertaining the cost of execution of this contract (the decision of such officer of the contractee on question or relevancy of any documents, information of return being final and binding on the Parties) The obligation imposed by this clause is without prejudice to the obligation of the contract / or under any statute rules or orders binding the contractor.

(ii) The contractor shall if the authorized officer or the contractee so requires (whether before or after the prices have been finally fixed) afford facilities to the officer of the contractee concerned to visit the Contractor's Works for the purpose of examining the process of manufacture and estimate or ascertaining the cost of production of the articles, if any portion of the work be carried out by a Sub-Contractor or any subsidiary or a allied Firm or Company, the authorized officer of the contractee shall have power to secure the books of such sub-contractor, or any subsidiary or allied Firm or Company shall be open to his inspection.

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**ANNEXURE-A1**

**No deviation and Declaration to be given by vendor in vendor's letter head**

**Name of work: .....**

**Enquiry No: .....**

We, the vendor, do hereby declare that we do not have any deviations to the tender terms and conditions as per

1. Technical Bid-Qualifying Criteria-Price bid
2. Scope of Work & Special/Technical Terms and Conditions
3. General Terms & Conditions of Contract

We have gone through all the tender terms and conditions; we have noted down the job content & site conditions. We have quoted our offer for all items by taking care of unit of measurement given in the Bill of quantities against individual items. In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null & void. We assure that no tampering was done to any part of tender document by us and if otherwise will lead to rejection of our bid. We confirm to have submitted our offer strictly in accordance with tender instructions.

We also hereby confirm the following points with ref. to the above works, if ordered on us:

1. The quoted amount/ rate 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.
2. We also confirm to all the Terms & Conditions as per your above referred Enquiry & as per our offer submitted against the same. 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.
3. 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).

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**ANNEXURE-A2**

The tender must be signed digitally / physically by Propreitor/ Managing Partner/ Director of the Firm. If any other person is authorized to sign the tender, this copy of Power of Attorney must accompany the tender.

**POWER OF ATTORNEY**  
**(TO BE SUBMITTED ON BIDDER'S LETTER HEAD)**

I/We do hereby make, nominate, constitute and appoint Mr ....., whose signature given below herewith to be true and lawful Attorney of M/s ..... hereinafter called 'Company', for submitting Tender and inter alia, sign, execute all papers and to do necessary lawful acts on behalf of our Company with M/s Bharat Heavy Electricals Ltd, HPBP, TRICHY-620 014, in connection with (Name of work).

.....

vide Tender Enq No: \_\_\_\_\_, dated \_\_\_\_\_. And the Company do hereby agree to ratify and confirm all acts, deeds, things or proceedings as may be lawfully done by the said attorney and by or on behalf of the company and in the name of the company, by virtue of the powers conferred herein and the same shall be binding on the company and shall have full force and effect.

Director/CMD/Partner/Proprietor

Signature of Mr.....(Attorney)

Attested by: Director/CMD/Partner/Proprietor

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**ANNEXURE-A3**

**Illustration for arriving the rates for individual items of BoQ by BHEL for the total amount quoted by the vendor:**

Contractor shall only quote the total amount for the work and not the individual rates for every item of BoQ. The amount quoted shall include all taxes except Goods & service tax. Applicable Goods & service tax would be paid extra.

The rates for the individual items of BoQ would be arrived by BHEL as follows: -

In this illustration, assume there are 2 items in the BoQ and the respective quantity and Percentage allocation is specified as below:

Item	Quantity	Unit	% allocated
1	500	Each	60%
2	400	Each	40%

If the total amount quoted by a vendor is 1,00,000/- (One lakh) for the entire package,

Then,

Rate per unit for Item 1 would be arrived as =  $(₹1,00,000 \times 60\%) / 500 = ₹120.00/-$

In the same manner, the rate per unit, for item 2 would be arrived as follows,

Rate per unit for Item 2 =  $(1,00,000 \times 40\%) / 400 = ₹100.00/-$

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.



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**PART-II (PRICE BID)**  
**(BILL OF QUANTITIES)**

**(No value/rate shall be quoted here. Quote based on this BOQ should be given only in GeM portal)**

Sl. No	DESCRIPTION	UOM	QTY	Total Value ( ₹)
	<b>ANNUAL MAINTENANCE CONTRACT FOR 1 YEAR</b>			
1	Boyles Anesthesia System, Model: Fabius Plus (Sl. No. ASAK0165)	NO	1 year	<b>BIDDER SHOULD QUOTE ONLY LUMP SUM AMOUNT (including applicable GST) FOR FULL TENTATIVE QUANTITY.</b>
2	Adult Ventilator, Model: Savina System (Sl. No. ASDK0061)	NO	1 year	
3	Volume Cycled ICU Ventilator, Model: Savina System (Sl. No. ARYK0250)	NO	1 year	

**Note: Do not write any amount/ values here. Quote should be given online in GeM portal only.**

GRAND TOTAL i.e. Total lumpsum value for the work, for all the items based on this BOQ, given for the total contract duration of **Twelve (12) months**, including all the taxes (including applicable Goods & Service Tax (GST)), should be given only online in GeM portal.

**Note:**

1. Total lumpsum amount quoted by vendor online, is for all the items in BOQ, for the quantity indicated, for the total contract duration as per tender.
2. The amount should be quoted inclusive of all taxes and duties levied or to be levied both by Central and State Government authorities from time to time, with inclusive of applicable GST. Goods & Service Tax (GST) will be paid extra on production of documentary evidence.
3. The contractor shall quote only the lowest possible amount that can be offered for the intended quantity. Rate for individual items of BOQ will then be arrived by BHEL, as per Annexure-A3 in Technical bid. Quotation should be valid for a period of 120 days from the date of Technical bid opening.
4. The amount quoted shall remain firm and valid during the entire period of contract (including extended period if any) and no extra payment will be reimbursed to the contractor by BHEL.
5. The tenderer by participating in this tender, hereby confirms they had read and accepted all the Terms and Conditions in Tender Schedule, also amount quoted with inclusive of any taxes and duties levied except Goods & Service Tax (GST) etc. has been considered by the tenderer for the total contract period.
6. No other pre conditions along with your offer will be entertained by BHEL.
7. The contractor while quoting shall take care of units specified against every item in bill of quantities.

**NAME OF WORK: ANNUAL MAINTENANCE CONTRACT FOR BOYLES ANESTHESIA SYSTEM, VOLUME CYCLED ICU VENTILATOR AND ADULT VENTILATOR AT BHEL TRICHY FOR 2024-25.**

**Enquiry No: 9472400078/ 05.09.2024 - GEM/2024/B/5349349**

<b>TECHNICAL BID FORM</b>				
<b>Note: All relevant details should be filled by bidder and the same documents to be uploaded in GeM portal. In case of any discrepancy, details given by BHEL in tender document shall prevail.</b>				
<b>Sl. No.</b>	<b>DESCRIPTION</b>	<b>RESPONSE</b>	<b>ATTACHMENT IN ONLINE PORTAL</b>	<b>REMARKS</b>
1	Name of the Enterprise/ Company/ Firm	M/s. DRAEGER INDIA PRIVATE LIMITED		
2	BHEL VENDOR CODE	74911		
3	Address of the Firm/ Company	<b>Registered Address:</b> 10TH FLOOR, COMMERZE II, INTERNATIONAL BUSINESS PARK, OBEROI GARDEN CITY, MUMBAI SUBURBAN, PIN – 400063 (MAHARASTRA). <b>Servicing Address:</b> Ground Floor, North Tower KRM Plaza, No.2 Harrington Road, Chetpet CHENNAI-600 031 (TAMILNADU).		
4	Name, Designation and Contact details of person signing the Tender (In case of authorized signatory signing the tender, the copy of Authorisation letter should be uploaded as per tender document)		ATTACH	IF APPLICABLE
5	CONTACT PHONE			
6	MOBILE			
7	EMAIL ID			
8	<b>Income Tax Registration (PAN):</b> (Copy of PAN to be attached)		MANDATORY	
9	<b>GST Registration:</b> (Copy of GST Registration to be attached)		MANDATORY	
	% OF GST APPLICABLE TO THE VENDOR FOR THIS WORK	_____ %		
10	Digitally / Physically Signed copy of <b>Tender document</b> - Techno commercial bid		MANDATORY	

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11	<b>No deviation &amp; Declaration certificate</b> as per Annexure-A1 on bidder letter head only		MANDATORY	
12	DISCLAIMER CLAUSE: Neither the Organization (Bharat Heavy Electricals Ltd.) nor the service provider (M/s. GeM.) is responsible for any failure of submission of bids due to failure of internet or other connectivity problems or reasons thereof. <b>(To be agreed by bidder)</b>			
13	Offer should be submitted as TWO part bids (Techno-commercial bid + Price bid) in the GeM Portal. Sufficient notice would be given by BHEL for corrigendum / extensions and it will be published in following websites, <a href="https://gem.gov.in/">https://gem.gov.in/</a> , <a href="http://bhel.com">http://bhel.com</a> . After the scrutiny of techno-commercial bids, the price bids will be accepted for further evaluation. <b>(To be agreed by bidder)</b>			
14	Either Principal or authorized agent shall register their Digital Signature Certificate (DSC) (Class 3- signing & encryption). Bidders are advised to go through the FAQ available in the GeM portal. DSC shall be registered for the authorized person and all transactions done using that DSC against tenders shall be taken as valid communication and shall be binding on principal/agent and is valid legally. (Kindly intimate the authorized person name, email for registering DSC with BHEL to participate in e-tenders). <b>(To be agreed by bidder)</b>			
15	Declaration for website downloaded and non-tampering of tender document: I/We hereby declare that I/We have downloaded the Tender Document from the website <a href="https://gem.gov.in">https://gem.gov.in</a> and I/We have not tampered the tender document. In case at any stage, if it is found that the information given above is false or incorrect, BHEL shall have the absolute right to take any action as deemed fit without any prior intimation. <b>(To be agreed by bidder)</b>			

**NAME OF WORK: ANNUAL MAINTENANCE CONTRACT FOR BOYLES ANESTHESIA SYSTEM,  
VOLUME CYCLED ICU VENTILATOR AND ADULT VENTILATOR AT BHEL TRICHY FOR 2024-25.**

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16	I / We confirm that none of its group concern or affiliates etc., appears on the list of banned firms/ companies by BHEL (list available on www.bhel.com) nor any of the Director / Partner / proprietor of bidder / such group concern or affiliate etc. are involved with such company. <b>(To be agreed by bidder)</b>			
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