

**NAME OF WORK: SERVICE CONTRACT FOR DRIVING AWAY OF STRAY CATTLE MOVEMENT IN AND AROUND BHEL TOWNSHIP AND FACTORY PREMISES AT BHEL-TRICHY FOR THREE MONTHS DURING 2024-25.**

**Enquiry No: 9472400062/ 20.07.2024 - GEM/2024/B/5164907**

**BHARAT HEAVY ELECTRICALS LIMITED- TIRUCHIRAPPALLI-620 014**

**WORKS CONTRACTS MANAGEMENT**

**NOTICE INVITING e-TENDER (GeM)**

**PART-I (TECHNO COMMERCIAL BID)**

1.	<b>Tender Ref. No. : GeM Bid No.:</b>	<b>Enquiry No: 94724 00062/ 20.07.2024 GEM/2024/B/5164907</b>
2.	<b>Tender Type</b>	<b>Open Tender–Two Part (Single Packet)</b>
3.	<b>Name of work</b>	<b>SERVICE CONTRACT FOR DRIVING AWAY OF STRAY CATTLE MOVEMENT IN AND AROUND BHEL TOWNSHIP AND FACTORY PREMISES AT BHEL-TRICHY FOR THREE MONTHS DURING 2024-25.</b>
4.	<b>Location of work</b>	<b>BHEL Trichy (Tamil Nadu)</b>
5.	<b>Period of contract</b>	<b>Three (3) months from the date of award of contract</b>
6.	<b>Earnest Money Deposit (EMD)</b>	<b>NIL</b>
7.	<b>PERFORMANCE SECURITY</b>	<b>NIL</b>
8.	<b>Tender Document details</b>	<b>Technical bid pages from 1 to 22</b>
9.	<b>Mode for submission of offer</b>	<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></b>
10.	<b>Contact details for queries related to tender</b>	<b>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></b>
11.	<b>Contact details for queries related to Scope of work</b>	<b>Shri S Anand, Sr. Manager/ HR-Admin &amp; Estate 0431-257 7315/ email: <a href="mailto:anand.s@bhel.in">anand.s@bhel.in</a> Smt. N.S. Brahadesh, DGM/ HR-Admin &amp; Estate 0431-257 7372; email: <a href="mailto:brahadesh@bhel.in">brahadesh@bhel.in</a></b>
12.	<b>Last Date for Receipt of Tender</b>	<b>30.07.2024 / 15:00 Hrs.</b>
13.	<b>Date of Techno Commercial Bid Opening</b>	<b>30.07.2024 / 15:30 Hrs.</b>
	<p><b><u>This two-part e-tender consists of the following:</u></b></p> <p><b>Part – I: Techno-Commercial Bid:</b></p> <ol style="list-style-type: none"> <li><b>1. Qualifying criteria for the contract</b></li> <li><b>2. Scope of work, Bill of quantity and technical terms &amp; conditions</b></li> <li><b>3. General terms &amp; conditions of the contract</b></li> <li><b>4. Annexures (A1, A2 &amp; A3 etc.)</b></li> </ol> <p><b>Part – II: Price Bid format:</b></p>	

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**A. INSTRUCTIONS TO THE TENDERERS**

**I. GENERAL INSTRUCTIONS:**

1. Tender only to be submitted electronically by logging to GeM portal i.e. <https://gem.gov.in/>. 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. 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.
4. 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-A3)
5. 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.
6. The Tender schedule, and the Tender shall be deemed to form an integral part of the contract to be entered into for this work.
7. Tenderer shall sign the Tender documents for having accepted the conditions and upload in GeM portal.
8. 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.
9. BHEL reserves the right to increase or decrease the Tendered quantity.
10. BHEL does not guarantee ordering of any minimum quantity.
11. 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.
12. If the contractor back outs after opening of Tender, the contractor is liable for forfeiture of the security deposit/ performance security paid and penal action will be taken as per GeM GTC.
13. In case contract is not executed by vendor after award and acceptance of contract, BHEL may exercise the right to forfeit EMD, Performance Security / BG of such contractors and also suitable action will be taken by BHEL on those Contractors as deemed fit.
14. BHEL reserves the right to reject the Tender, if it contains any tampering to the Tender documents submitted by the bidder, at any stage.
15. 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. Tender can be cancelled at any stage due to unavoidable circumstances.
16. Other than the bidder, none of its group concerns or affiliates etc. are participating in the Tender either directly or indirectly through any other agency under same proprietor/ common director(s)/ common partner(s). The bidder should declare the same in the Tender. Even during the course of evaluation /finalization of Tender/ at any stage, if it is found that some of the parties are not fulfilling the above clauses, BHEL will not consider them for further participation in the Tender/ reject such Tender/contract.

**II. 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) Vendors are advised to get themselves acquainted with the site conditions, the scope / work details before submitting the offer.
- 4) The contractor shall quote only the lowest possible rate, inclusive of all taxes including GST that can be offered for the intended quantity.
- 5) If a Tenderer deliberately gives wrong information in his Tender or creates conditions favourable for the acceptance of

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his Tender, BHEL will REJECT SUCH TENDER AT ANY STAGE.

- 6) Canvassing in any form in connection with Tenders is strictly prohibited and the Tenders submitted by the Contractors who resort to canvassing will be liable for rejection. The Tender SCHEDULE 1nd the Tender shall be deemed to form an integral part of the Contract to be entered into for this work.
- 7) Late and Delayed Tenders will be summarily rejected and under no circumstances it will be considered and accepted.
- 8) All corrigenda/addenda/amendments/time extensions/clarifications, etc. to the Tender will be hosted on GeM portal, BHEL website only (i.e. <http://www.bhel.com>, ) and will not be published in any other media. Bidders should regularly visit above website(s) to keep themselves updated.
- 9) 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 GeM GTC, without any liability for any compensation to the bidder if, BHEL discovers at any time that any statement made by the bidder in the affidavit cum undertaking is false, fraudulent or Any document submitted by the bidder was fake and forged Or If BHEL determines in the sole discretion that any statement was aimed at deliberately misleading BHEL with a view to ensure award of the subject contract to the bidder.
- 10) The contractor shall follow norms of BHEL security system for movement of men & materials within the complex including biometric system.
- 11) The decision of In-charge for this contract shall be final and binding on the contractor regarding clarification of items of works.
- 12) 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.
- 13) 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.
- 14) In all matters of disputes, the decision of the General Manager, BHEL, Tiruchirappali-14 shall be final and binding on the Contractor.
- 15) 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.
- 16) The rate offered shall provide for the complete cost towards labour, supervision, profits & overheads, and all other incidentals inclusive of applicable GST (As per BOQ), GST will be reimbursed on production of valid documentary proof for having paid the GST.
- 17) The works contract to be entered into with the successful Tenderer will be governed by BHEL General Conditions of Contract in force.
- 18) Statement of completed works with detailed certified shall be submitted by the contractor in the last week of every month for processing their bill.
- 19) Works shall be carried out as per relevant IS standards and rules adhering to necessary safety precautions.
- 20) 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.
- 21) GST will be charged on the forfeited SD amount from the bidder at the applicable rates. GST tax Invoice will be issued to the vendor on receipt/recovery of GST amount from the vendor.
- 22) In case of opening day falls on holiday or happened to be declared as a holiday, opening of the Tender shall automatically fall on the same timing of the next working day.
- 23) 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.
- 24) The offers of the Tenderer / bidders who are on the banned / Hold / Under Interim Suspension list and also the offer of the bidders, who engage the services of the banned Hold / Under Interim Suspension firms, shall be rejected. The list of banned Hold / Under Interim Suspension firms is available on BHEL web site ([www.bhel.com](http://www.bhel.com) → Tender Notification → List of Banned Firms).
- 25) **The Parties who have been suspended or black listed or under interim suspension 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.**
- 26) Similarly, the offers of the bidders who are black listed or under interim suspension or suspended (under hold/ delist) for business dealings by BHEL shall not be considered. Please note that **their name will be removed from the list of debarred firms across BHEL** after expiry of specified suspension period as per the lifting/ restoration of suspension (Ban/Hold/ De-list) of business dealing. **Wherever suspension is lifted, a communication to this effect will be given by the concerned units to the concerned suppliers/ contractors.**
- 27) The contractor should extend full co-operation to the other contractors who may be doing other works in the same areas

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to enable them to execute their portions of work without any delay or difficulty.

- 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 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) If a Tender provides relaxation for vendors, and if a vendor fails to submit supporting documents, they will be treated at par with other vendors or their bid would be liable for rejection, whichever as the case may be.
- 31) In order to avoid unforeseen delay, it is advised that, any correspondence by vendor to BHEL shall be emailed to all the addressees instead of one individual, as mentioned in Tender. The correspondence through email wherever sought by BHEL shall be replied with all the addressees in 'cc' of the mail. Vendor shall furnish valid email id's in the Tender and regularly verify the same.
- 32) The Tenderer/Bidder or any of his authorized personnel or agents will be granted permission by the BHEL to enter upon its premises and lands for the purpose of site visit. However, the bidder shall undertake that he, his personnel, and agents will be responsible against all liability in respect thereof, including death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- 33) In general, Bidders shall themselves obtain all necessary information. A Bidder shall be deemed to have full knowledge of the Site, whether he inspects it or not and no extra claims due to any misunderstanding or otherwise shall be allowed. The cost of visiting the Site shall be at the Bidders' own expense.
- 34) 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.

**III. Signing the Tender:**

- 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.
- 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.
- 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.
- 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.
- 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.

**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.**

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**PART – I**  
**TECHNO-COMMERCIAL BID**  
**PRE-QUALIFYING CRITERIA FOR THE CONTRACT**

Sl. No.	Qualifying Criteria	DETAILS
<b>A</b>	<b><u>Status of the company :</u></b> <ul style="list-style-type: none"> <li>• Proprietorship: PAN card on owner name</li> <li>• For partnership firms: PAN card and PARTNERSHIP DEED</li> <li>• For others: PAN card in the name of Company / Firm / Business and CERTIFICATE OF INCORPORATION / MOA and AOA.</li> <li>• GST Certificate (If applicable)</li> </ul> MSE Vendor – Proof as per tender condition (If applicable)	<b>Copy to be uploaded in GeM portal</b>
<b>B</b>	<b><u>Work Experience:</u></b> The Contractor should have executed work related to scope of work or supply of manpower for any of Central / State Govt. / PSU / Private company executed after 31st March, 2017 (Experience proof from BHEL shall contain work order copies and experience proof from other than BHEL shall contain work order / agreement copies along with Form 26AS / TDS certificate / bank statement for payment from the organisation for the work executed to be enclosed.) (Copy of work experience to be uploaded)	<b>Copy to be uploaded in GeM portal</b>
<b>C</b>	<b><u>Income Tax Registration (PAN)</u></b> (Copy of PAN to be uploaded)	<b>Details to be filled and documentary evidence to be uploaded in GeM portal</b>
<b>D</b>	<b><u>GST Regn. No.</u></b> (Copy of GST to be uploaded) Declaration to be attached if Vendor is Exempted from paying GST. For such exempted vendor, Vendor cannot claim GST from BHEL, during the execution of the contract (if awarded) even if their status under GST changes to regular taxpayer).	
	<b>% OF GST APPLICABLE TO THE VENDOR FOR THIS WORK (In case of GST exempted vendor they can put NIL)</b>	
<b>E</b>	<b><u>Acceptance to Scope of work and General Terms and conditions of Contract.</u></b> (Duly signed and sealed copy of <b>Tender Document</b> to be uploaded)	<b>Copy to be uploaded in GeM portal</b>
<b>F</b>	<b><u>“No deviation &amp; Declaration certificate”</u></b> on bidder’s Letter head as per enclosed Annexure-A1 of tender document (Duly signed and sealed copy to be uploaded)	<b>Copy to be uploaded in GeM portal</b>

**Note:**

1. Bidders are requested to submit only the documents required to meet the pre-qualification criteria as per tender. Documents not relevant to tender pre-qualification criteria / tender shall not be enclosed along with the offer.
2. Digitally signed/ Self-attested copy of all the documents should be uploaded along with Tender.
3. At any stage, BHEL may ask for original documents and contractor has to submit the same. copy of all the documents should be uploaded along with Tender, if at any stage, the document(s) submitted by Contractor is / are found incorrect / false / fake, then necessary action will be taken by BHEL against Contractor viz., legal, Contractual, GeM Policy / Procedural Actions in whatsoever manner as deemed fit.



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**CONTRACTUAL CONDITIONS:-**

**1. CRITERIA FOR AWARD OF WORK (GeM Bid Method)**

**Single Packet Method:**

Technical & Price bids will be opened on the same day. Subsequently L1 Bidder Technical bid only evaluated, if they technically qualified, order will be issued to same L1 bidder. If L1 bidder technically dis-qualified then the process will continue until selecting technically qualified bidders L2, L3.... If more than one bidder quoted the same Price (Multiple L1), then the L1, L2.... will be decided by MS Excel random number generation method.... (GeM random selection method will also be used if required) All eligible bidders will be informed through email for witnessing the random number generation.

**Non-MSE bidder and MSE purchase preference non-selecting bidder in GeM portal will be excluded from Random number generation.**

**2. MSE BENEFITS:**

Applicable as per GeM GTC

MSE bidders if not opted for MSE Purchase preference in GeM Portal will be considered as NON MSE bidder only. It is the responsibility of the bidder to ensure MSE purchase preference while submitting their bid.

**3. BENEFITS TO STARTUPS:**

Since value-based experience wasn't included in the tender pre-qualification criteria, startup benefits won't be considered in this tender.

**4. SPLITTING:**

- Contract will be awarded to single source (Package basis)

**5. REVERSE AUCTION: NO**

**6. Part – II: Price Bid:**

**Price to be quoted in GeM portal only.** Quoted value should be inclusive of GST i.e., Quoted Value = Lumpsum Rate + GST amount.

**7. Period of Contract:**

Three (3) months from the date of award of contract.

**8. EXTENSION OF CONTRACT:**

1. BHEL reserves the right to extend the Contract by up to a period of Three (3) months beyond the original contract period, at the sole discretion of BHEL, upon written notice provided to contractor prior to the expiration of the contract.

**9. CONTRACT BILL PAYMENT TERMS:**

- 9.1 Payment will be made after completion of work, based on actual work executed as per BOQ after acceptance and certification of Area in charge (BHEL Executive). Payment shall be made as follows on submission of bill complete in all respect.

- I. 90 days on issue of CRAC / SDA for Non MSME,
- II. 60 days on issue of CRAC / SDA for Medium (UDYAM Certificate to be submitted),

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III. 45 days on issue of CRAC / SDA for MSE (for Micro and Small enterprises only- UDYAM Certificate to be submitted).

**If UDYAM Certificate not submitted substantiating the same, payment will be processed in Non-MSME basis.**

- 9.2 The contractor shall furnish a clear certificate to the effect that the claims submitted by him as aforesaid cover all his claims and that no further claims shall be raised by him in respect of the work done up to and including the period under report. Payment will be at the sole discretion of BHEL.
- 9.3 If the Contractor is not registered for any statutory obligation and not liable thereto, then a declaration should be submitted along with offer that they are within the threshold limit.
- 9.4 No advance may be paid for operational or any other expenses.
- 9.5 Goods and Services tax will be payable extra by BHEL at prevailing rates and corresponding TDS will be made as per Government norms.

**10. LIQUIDATED DAMAGES (LD)/PENALTY:**

Penalty @0.5% of order value per week of delay in execution of work as per delivery schedule and scope of work or part thereof subject to maximum of 10% total contract value. In case of any amendments / revision, LD shall be linked to the amended / revised PO value.

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**A. BILL OF QUANTITY, SCOPE OF WORK & SPECIAL TERMS & CONDITIONS OF CONTRACT**

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

Sl. No.	Description	Unit	Qty.
1	<b><u>Cattle regulation contract:</u></b> Control and regulation of cattle movement within the BHEL Township and Factory Premises from 2:30 PM to 11:00 PM for a period of three days on a weekly or on-call basis.	Activity Unit	144

**B. SCOPE OF WORK AND TERMS & CONDITIONS OF CONTRACT:**

- 1) Control and regulation of cattle movement in BHEL Township & Factory Premises: The Contractor has to deploy tenetatively Four (4) labourers (including Sunday and holidays if required) will work from 2.30 PM to 11.00PM on weekly basis for a period of three days or on call basis for driving away Cattle like Cow, Buffalo, Ox, Goats, Sheep, Horse, and Mule etc from the estate area. (Approx. 200 Numbers cattle). The Security incharge or Estate Administration will seek the labour on call basis. However, the total no of activity units for the period of three months will not exceed 144 activity units.
- 2) It should be ensured that no cattle will remain in the BHEL premises during the contract period. While clearing the cattle, they should also clear the cow dung in the Township & Factory premises. Cow dung should be dumped or accumulated at a specific/earmarked area for converting it as manure.
- 3) They should bring to the notice of the Security/ In-Charge & Estate Officer regarding person grazing cattle in the estate. They should be present at all times during their duty hours. Surprise checks will be carried out by BHEL Representative. No violation/negligence of duty will be tolerated and same shall be ensured by the contractor and no payment for that period will be paid to the defaulter.
- 4) The person deployed should possess Bicycle/ Two-wheeler during the duty hours to drive away the cattle at all locations and shall present as and when called at any place.
- 5) Petrol allowances of Rs. 100 /- (inclusive of all taxes) per day will be reimbursed based on submission of valide vehicle document and fuel bill.
- 6) It is to be ensured that no harm/ torture is made to the cattle during driving away them out of the Estate.
- 7) Contractor shall issue laminated Identity card to each of his employee within 15 days of commencement of contract. Contract workers coming without said Identity Card will not be permitted to perform duty.



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**B. GENERAL TERMS & CONDITIONS OF CONTRACT**

**1. Definition:**

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

- a) The "Contract" means, the documents forming the Tender and acceptance thereof, together with all the documents referred to therein including general and special conditions to contract. All these documents as applicable taken together shall be deemed to form one contract and shall be complementary to one another.
- b) The "Work" means, the work described in the Tender documents in individual work orders as may be issued from time to time to the contractor by the Officer-In charge within the power conferred upon him including all notified or additional items of works and obligations to be carried out as required for the performance of contract.
- c) The "contractor" means, the individual Firm or Company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the persons composing the firm or Company or the successors of the firm or company and the permitted assigns of such individual or firm or Company.
- d) "The Officer-In charge" means, the Officer deputed by the 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.

**6. Sub-Contract:**

The Contractor shall not subcontract 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:**

At the time of bill passing, the contractor shall submit the copy of the remitted GST challan of previous month / Quarter as proof of GST remitted to tax authorities and also a Certificate Stating that "GST Collected from BHEL has been remitted to tax authorities".

For services / supplies after implementation of New GST Return System i.e. from 01/10/2019, the following conditions will apply and contractor shall fully comply to the below points.

- a) Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration Number (GSTIN) which should be clearly mentioned in the offer. If the dealer is exempted from GST registration, a declaration

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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 GSTN portal. The unregistered dealer as well as the composition dealer has to submit an undertaking stating that they will not claim GST during the execution of the contract even if their status under GST changes to regular tax payer. The dealer has to submit necessary documents if there is any change in status under GST.

- b) Supplier shall mention their GSTIN in all their invoices (incl. credit Notes, Debit Notes) and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No. which is linked/uploaded in GSTN network shall be clearly indicated), Billed to party (with GSTIN) & Shipped to party details, item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, Place of Supply etc. **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.**
- c) All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
- d) Invoices will be processed only upon completion of statutory requirement and further subject to following:
  - i. Vendor declaring such invoice in their GSTR-1 Return/ IFF
  - ii. Receipt of Goods or Services and Tax invoice by BHEL
- e) As the continuous uploading of tax invoices in GSTN portal (in GSTR-1/ IFF) is available for all (i.e. both Small & Large) tax payers, all invoices raised on BHEL may be uploaded immediately in GST portal on dispatch of material /rendering of services. The supplier shall ensure availability of Invoice in GSTN 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 GSTR-2A/ GSTR-2B).
- f) In case of discrepancy in the data uploaded by the supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month informed by BHEL.
- g) In cases where invoice details have been uploaded by the vendor but failed to remit the GST amount to GST Department (Form PMT-08 or Form GST RET-01 to be submitted) within stipulated time, then GST paid on the invoices pertaining to the month for which GST return not filed by the vendor will be recovered from the vendor along with the applicable interest (currently 24% p.a) and all subsequent bills of the vendor will not be processed till filing of the GST return by the vendor.
- h) In case GST credit is denied to BHEL due to non-receipt or delayed receipt of goods and/ or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount claimed in the invoice shall be disallowed to the vendor.
- i) Where any GST liability arising on BHEL under Reverse Charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the vendor.
- j) Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contracts. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Tax Invoice will be issued by BHEL indicating the respective supply invoice number.
- k) GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 Central Tax dated 13.09.2018. GST TDS certificate will be generated in GSTN portal subsequent to vendor accepting the TDS deduction in the GSTN portal & the vendor can directly download the Certificate from the GSTN Portal.
- l) In case any changes in taxes and duties as per Gov. Notification (including GST), the same shall be applicable from time to time.

**GST will be charged on the**

- 1. SD amount forfeited from the bidder at the applicable rates.**
- 2. Risk purchase amount forfeited from the bidder at the applicable rates**

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

**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. Precautions against Risk:**

The Contractor shall be responsible for providing at his own expense for all precautions to prevent loss or damage from

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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.

**11. 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.

**12. Laws Governing the Contract:**

The Indian Laws shall govern the contract for the time being in force.

**13. 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
- 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.

**14. 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

**15. Termination of Contract on Death of Contractor:**

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

**16. 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

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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.

**17. 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 Performance Security unless the contractor pays the claim on demand.

**18. Force Majeure Clause:**

As per GeM GTC

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

- a) Payment will be made after completion of work as per tender conditions on acceptance and certification of bills by respective area Executive in charge.
- b) 100% Payment of BOQ of Price bid including GST on invoice value will be paid after satisfactory completion of work
- c) Statutory deduction like IT etc. will be deducted from contractor payment as required by Law.

**20. PROVISION FOR MICRO & SMALL ENTERPRISES (MSE) SUPPLIERS.**

1. MSE suppliers can avail the intended benefits only if they submit along with UDYAM certificate
2. Definitions of MSEs owned by Women is under:
  - a) In case of proprietorship firm, proprietor must be woman.
  - b) In case of partnership firm, the women partners must be holding at least 51% shares in the unit.
  - c) In case of private limited companies, at least 51% share must be held by women promoters.
3. Definitions of MSEs owned by SC/ST is under:
  - a) In case of proprietorship firm, proprietor must be SC/ST.
  - b) In case of partnership firm, the SC/ST partners must be holding at least 51% shares in the unit.
  - c) In case of private limited companies, at least 51% share must be held by SC/ST promoters.
  - d) Authorized Offices to Issue SC/ST certificate. The caste/Tribe/Community certificate issued by the following authorities in the prescribed form for SCs/STs can be considered.
    - i District Magistrate / Additional District Magistrate / Collector / Deputy commissioner / Additional Deputy commissioner / Deputy collector/ 1st class stipendiary magistrate/ Sub divisional Magistrate/ Taluka Magistrate/ Executive magistrate/ Extra Assistant commissioner.
    - ii Chief Presidency magistrate/ Additional chief presidency magistrate/ Presidency magistrate.
    - iii Revenue Officer not below the rank of tahsildar.
    - iv Sub-Divisional officer of the area where the individual and/ or his family normally resides.
    - v To avail the benefits of MSE under SC/ST category, the related documents as stated above should be submitted along with tender documents.
4. Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non-submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above-required documents are not submitted before price bid opening. If the Tender is to be submitted through GeM portal, then the above-required documents are to be uploaded on the portal.
5. However, credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers at the time of Tender evaluation.
6. The MSEs who have applied for registration or renewal of registration with any of the above agencies/bodies, but have not obtained the valid certificate as on closing date of the Tender, are not eligible for exemption/preference.
7. If non-MSE vendor is L1, participating MSE quoting price within price band of L1+15 %shall be counter-offered L1 rates .(If the MSE vendors accepts the counter-offered L1 rates, then as the contract cannot be split, the full / complete supply of total tendered value shall be awarded to MSE.

**21. CRITERIA FOR AWARD OF WORK:**

Evaluation of the offer shall be done on "Net Cash outflow to BHEL after taking into account applicable Taxes and Duties "and overall (package) L1 basis. The L1 position based on the quoted values (subject to calculations) excluding applicable Goods & Services tax (GST), will not necessarily mean L1 for a vendor, but the net liability to BHEL, after considering the Goods & Services tax (GST) criteria for all the vendors who had participated in the Tender. In case of exemption from the payment of Goods & Services tax (GST), the vendor has to submit a declaration along with the Tender. For such exempted

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vendor, Vendor cannot claim GST from BHEL, during the execution of the contract (if awarded) even if their status under GST changes to regular tax payer. **The Evaluation currency for this Tender shall be INR.**

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.  
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,



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**(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 Claim(s)/Counter Claim(s):

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

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

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

**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 authorized 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 authorized 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.



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**27. BREACH OF CONTRACT / 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.

**28. 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.

**29. 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.

**30. 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 reports, photographs 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. **INCIDENT MANAGEMENT POLICY ON GEM / GROUNDS FOR ADMINISTRATIVE ACTION:**

As per GeM GTC

**31. 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 are 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.

**32. 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."

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The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the firms debarred across BHEL, shall be rejected. The list of firms debarred across BHEL 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 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 malpractices, 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”

**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.**

**33. PF & ESI Clause:**

- I. The Contractor shall be solely responsible to comply with the payment of applicable minimum wages, PF, ESI and other statutory payments in respect of his employees engaged in BHEL for carrying out the required services. In case of any default in making the statutory payment, the Contractor shall be responsible to settle the dues along with penalties and damages, if any levied by the appropriate authority under the Act. The contractor has to pay the previous month's applicable ESI & PF amount in the respective employee account before 20<sup>th</sup> of every month.
- II. The Contractor shall indemnify BHEL against all claims and loss if any caused under various labour laws, Civil or criminal law in connection with the employees deployed by him.
- III. The entry/exit of the employees engaged by the contractor are regulated through Security Department by issuing entry pass. For obtaining the same, the contractor should submit the required application form to the Security Department along with copy of Identity Card of the employee, ESI card / ESI Membership details of employee. ESI is exempted if wages are above Rs.21,000/- per month. Those employees drawing wages above Rs.21,000/- should produce copy of pay slip (or) a salary certificate from the company for availing ESI exemption.
- IV. In the event of Contractor engaging any labourer other than his permanent employee for the purpose of providing the required services to BHEL, the Contractor should obtain clearance from HR-Contract Cell by submitting copy of proof of payment of statutory payments i.e., applicable Minimum Wages notified by State Government from time to time along with PF, ESI, Wage and Attendance Register.

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**ANNEXURE-A1**

**No Deviation and Declaration Certificate**  
**(To be submitted by vendor in his company's letterhead)**

**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**

**(NOTE: VENDORS ALREADY HAVING VENDOR CODE/PAID VIA EFT WITH BHEL TRICHY PREVIOUSLY NEED NOT FILL THIS)**

**ACCEPTANCE FOR ELECTRONIC FUND TRANSFER NEFT/ RTGS TRANSFER**

1	NAME & ADDRESS OF THE SUPPLIER	
2	VENDOR CODE assigned by BHEL	
	Details of Bank Account:	
3	NAME & ADDRESS OF THE BANK	
4	NAME OF THE BRANCH	
5	BRANCH CODE	
6	MICR CODE	
7	ACCOUNT NUMBER	
8	TYPE OF ACCOUNT	SB a/c /CURRENT a/c / OD / CASH CREDIT
9	BENEFICIERY'S NAME	
10	IFSC CODE OF THE BRANCH	
11	EMAIL ID	
12	TELEPHONE/MOBILE NO.	

CERTIFICATE: I / We hereby agree to receive the payments due from BHARAT HEAVY ELECTRICALS LIMITED by the National Electronic Funds Transfer and/or RTGS Transfer mode by credit to my / our above-mentioned Bank Account. I / We also agree that payments made to the above-mentioned Account is a valid discharge of the liability of Bharat Heavy Electricals Limited. I / We also agree to bear the applicable Bank Charges for the above mode of transfer. **A copy of PAN and cheque leaf/cancelled cheque leaf of the above account is sent herewith.**

**AUTHORISED SIGNATORY WITH NAME SEAL**

**Banker's Certification**

We confirm that we are enabled for receiving RTGS and NEFT credits and we further confirm that the account number of \_\_\_\_\_ (name of account holder), the signature of the authorized signatory and the MICR and IFSC codes of our Branch mentioned above are correct.

PLACE:

(Manager / Officer's)

DATE:

Signature Under Bank stamp and Name Seal  
with Membership No.

Telephone / Mobile No. \_\_\_\_\_

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**ANNEXURE-A3**

The tender must be signed digitally / physically by Proprietor/ 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 typed on company’s letterhead)**

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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**PART-II (PRICE BID FORMAT)**

**(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	Unit	Qty.	Total Value Inclusive GST
1	<b>Cattle regulation contract:</b> Control and regulation of cattle movement within the BHEL Township and Factory Premises from 2:30 PM to 11:00 PM for a period of three days on a weekly or on-call basis.	Activity Unit	144	<b>BIDDER SHOULD QUOTE ONLY LUMP SUM AMOUNT (including GST) FOR FULL TENTATIVE QUANTITY</b>

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

GRAND TOTAL i.e. Total lumpsum value for the work, for each item based on this BOQ, given for the total contract duration of **15 months**, including all the taxes (inclusive of applicable Goods & Service Tax), 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. **Petrol allowances of Rs. 100 /- ( inclusive of all taxes) per day will be reimbursed based on submission of valide vehicle document and fuel bill.**
4. 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-A4 in Technical bid. Quotation should be valid for a period of 120 days from the date of Technical bid opening.
5. 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.
6. 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.
7. No other pre conditions along with your offer will be entertained by BHEL.
8. The contractor while quoting shall take care of units specified against every item in bill of quantities.
9. Evaluation of the offer shall be done on "Net Cash outflow to BHEL after taking into account applicable Taxes and Duties" and overall (package) L1 basis. The L1 position based on the quoted values (subject to calculations) including applicable Goods & Services tax (GST), will not necessarily mean L1 for a vendor, but the net liability to BHEL, after considering the Goods & Services tax (GST) criteria for all the vendors who had participated in the tender. In case of exemption from the payment of Goods & Services tax (GST), the vendor has to submit a declaration along with the tender. For such exempted vendor, Vendor cannot claim GST from BHEL, during the execution of the contract (if awarded) even if their status under GST changes to regular taxpayer.
10. If non-MSE vendor is L1, participating MSE quoting price within price band of L1+15% shall be counter-offered L1 rate(s). If the MSE vendor(s) accepts the counter-offered L1 rate(s), then as the contract cannot be split, the full/ complete supply of total tendered value shall be awarded to MSE.



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<b>TECHNICAL BID FORM (Part-I)</b>				
<b>Note: All relevant details should be filled by bidder and the same documents to be uploaded in GeM portal. Ref tender document for details.</b>				
<b>Sl. No.</b>	<b>DESCRIPTION</b>	<b>RESPONSE</b>	<b>ATTACHMENT IN ONLINE PORTAL</b>	<b>APPLICABILITY</b>
1	Name of the Enterprise/ Company/ Firm			
2	BHEL VENDOR CODE (IF ANY)			
3	Address of the Firm/ Company			
4	Landline/Mobile number(s)			
5	EMAIL ID			
6	Name, Designation and Contact details of person signing the Tender (In case of authorized signatory, the copy of Power of Attorney (POA) should be uploaded as per Tender document)			
7	<b>Qualifying Criteria:</b>			
<b>A</b>	<b>Proof of Status of Enterprise/ Company/ Firm: - AS APPLICABLE:</b> <b>●Proprietorship:-</b> PAN/GST registration <b>●Partnership:-</b> Registered Partnership Deed, PAN Copy of the firm. Also, PAN copy of all partners be furnished. <b>●Pvt Ltd. /Public Ltd. /Public Sector/ Govt. Orgn.:-</b> Certificate of Registration/ Memorandum of Association & Articles of Association. <b>(Copy to be uploaded in GeM portal)</b>		MANDATORY	
<b>B</b>	<b><u>Work Experience:</u></b> The Contractor should have executed work related to scope of work or supply of manpower for any of Central / State Govt. / PSU / Private company executed after 31st March, 2017 <b>(Copy to be uploaded in GeM portal)</b>		MANDATORY	
<b>C</b>	Income Tax Registration ( <b>PAN NUMBER</b> ) <b>(Copy to be uploaded in GeM portal)</b>		MANDATORY	
<b>D</b>	<b>GST Regn. No.</b> <b>(Copy to be uploaded in GeM portal)</b>		MANDATORY	
<b>E</b>	<b>% OF GST APPLICABLE TO THE VENDOR FOR THIS WORK</b> (In case of GST exempted vendor they can put NIL)	_____ %	MANDATORY	TO BE FILLED
<b>F</b>	<b>UDYAM Registration Certificate</b> <b>(Copy to be uploaded in GeM Portal)</b>		ATTACH	

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G	Acceptance to Scope of work and General Terms and conditions of Contract. <b>(Digitally/ Physically Signed copy of Tender document to be uploaded in GeM portal)</b>		MANDATORY	
H	<b>No deviation &amp; Declaration certificate (Copy to be uploaded in GeM portal as per add-A1 on bidder letter head only)</b>		MANDATORY	
8	NEFT BANK FORMAT (If applicable)		ATTACH	IF APPLICABLE
9	In case of bid submitted by partnership firm, PAN of all partners to be uploaded. <b>(Copy to be uploaded in GeM portal)</b>		ATTACH	IF APPLICABLE
10	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>		To be "AGREED" by bidder	
11	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 of only techno-commercially qualified offers will be opened with prior intimation. <b>(To be agreed by bidder)</b>		To be "AGREED" by bidder	
12	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 GeM-tenders). <b>(To be agreed by bidder)</b>		To be "AGREED" by bidder	
13	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>		To be "AGREED" by bidder	
14	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 <a href="http://www.bhel.com">www.bhel.com</a> ) 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>		To be "AGREED" by bidder	