

Project Engineering  
Management

BHARAT HEAVY ELECTRICALS LTD.

(A Govt. Of India Undertaking)



PURCHASE ENQUIRY

REF:	PE-LPE/476
REF. DATE	12/03/2020
DUE DATE	03/04/2020

To,

Open Tender

Dear Madam/Sir,

**Subject: AMC for 1 nos. Bry-Air & Gas purifications system(BPU-500-T-V-2) for a period of 2 years at BHEL-PEM, Noida**

Quotations are invited through open tender. Please quote your best offer/quotation in TWO PARTS on or before **14:00 Hrs** of above mentioned due Date:

**SCOPE:** The scope of the tender shall be as per the Technical Specification no: PE888S-AF-356 Rev.00.

**PAYMENT TERMS:** Payment shall be as per Commercial Terms & Conditions at sl no.8.0

**DELIVERY:** Delivery shall be as per Commercial Terms & Conditions at sl no.11.0

**LIQUIDATED DAMAGES:** LD as per clause no. 14.0 of commercial terms and conditions.

**PENALTY CLAUSE:** Penalty as per clause no. 16.0 of commercial terms and conditions

**EARNEST MONEY DEPOSIT:** - The bidder shall be required to furnish a refundable Earnest Money Deposit (EMD) of Rs.1600/- [Sixteen Hundred Only] along with the bid (for details refer sl no 25 to 25.3 of Commercial Terms & Conditions)

**SECURITY DEPOSIT:** - The total amount of the Security deposit will be five percent (5%) of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit bid (for details refer sl no 26 to 26.2 of Commercial Terms & Conditions).

**BID SUBMISSION:** In two parts Part 1: Techno-Commercial Bid Part 2: Price Bid

**Enclosures:**

- Price Format-Annexure-I, Instruction to Bidders
- Commercial Terms & Conditions
- Technical Specification No. PE888S-AF-356 Rev.00.

Thanking You,

12/3/2020

For and on behalf of BHEL

Sumeet Sahay

Dy. Manager/CMM, BHEL PEM, Noida

सुमीत सहाय / SUMIT SAHAYA  
उप प्रबन्धक (सी. एम. एम.) / Dy Manager (CMM)  
भारत हेवी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Ltd.  
पावर सेक्टर-परियोजना इंजीनियरिंग प्रबंधन  
Power Sector-Project Engineering Management  
पीपीईआई भवन एन.एन.टी. एच.डी. कॉम्प्लेक्स  
PPEI Bldg. HRD & ESI Complex,  
प्लॉट नं. 25, सेक्टर 16 ए, नोएडा - 201301  
Plot No. 25, Sec. 16 A, Noida - 201301

कृपया प्रेषित करें:  
बीएचईएल. पीएस-पीईएम  
पीपीईआई भवन  
प्लॉट नं २५, सेक्टर १६ ए  
नोएडा - २०१ ३०१ उ प्र  
भारत

Please reply to :  
BHEL, PS-PEM,  
PPEI Building,  
Plot No.25 Sector 16  
Noida-201301 (U.P.)  
INDIA

फ़ोन Phone No:  
91-120-421-3532  
Fax No. 0120-4329045  
Email- sumeetsahay@bhel.in

पंजीकृत कार्यालय  
बीएचईएल हाउस  
सीरी फोर्ट  
नयी दिल्ली - ११० ०४९  
भारत

Registered Office :  
BHEL House,  
Siri Fort,  
New Delhi-110049  
INDIA



**SUBMISSION OF OFFER**

Dated: \_\_\_\_\_

**From:**

M/s -----

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**To**

**Dy. Manager (CMM)**  
**Bharat Heavy Electricals Limited**  
**Power Sector- Project Engineering Management**  
**PPEI Building, HRDI & ESI Complex**  
**Plot No. 25. Sector-16A**  
**NOIDA – 201301, Uttar Pradesh.**

**Subject: -Tender in response to your invitation for “AMC for 1 nos. Bry-Air & Gas purifications system(BPU-500-T-V-2) for a period of 2 years at BHEL-PEM, Noida”**

Dear Sir,

We hereby submit our techno commercial offer (two bid system) in full compliance with the terms and conditions of the tender enquiry. Therefore, we offer you the most competitive rate for these services. Our offer shall remain valid for acceptance for a period of 6 months from due date.

Very Truly Yours,

(Signature of Tenderer with Rubber Stamp)

Full Name: -----

Designation: -----

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*12/3/2020*



## **TENDER DOCUMENT**

### **FOR**

**“AMC for 1 nos. Bry-Air & Gas purifications system(BPU-500-T-V-2) for a period of 2 years at BHEL-PEM, Noida”**

Tender Ref. No. : PE-LPE/476

Dated : 12/03/2020

Last Submission date of tender enquiry: - 03/04/2020 14.00Hrs

Due date for opening of bid on : 03/04/2020 15.00Hrs

### **Contact Persons:**

#### **For Technical**

1. Mr. Ankit Kumar Singh, Dy.MGR (DTG)  
E-mail: [ankitsingh@bhel.in](mailto:ankitsingh@bhel.in)

Telephone: 120-4213595-4595  
Mob: 9999327208

#### **For Commercial**

1. Mr. Sumeet Sahay , Dy. Manager (CMM)  
E-mail: [sumeetsahay@bhel.in](mailto:sumeetsahay@bhel.in)

Telephone: 0120- 4213532  
Mob- 9999498202

**Address:** Bharat Heavy Electricals Ltd.  
Project Engineering Management  
PPEI Building, HRDI & ESI Complex  
Plot No. 25, Sector 16A  
NOIDA – 201 301. Uttar Pradesh (INDIA).

**Last date of Submission: 03/04/2020, 14.00 Hrs**

**Subject: Tender in response to your invitation for “AMC for 1 nos. Bry-Air & Gas purifications system(BPU-500-T-V-2) for a period of 2 years at BHEL-PEM, Noida”**

Dear Sir(s),

We are pleased to invite your tenders, in sealed covers for the subject service. Instructions to bidders & the terms & conditions of the tender are mentioned below:-

*12/3/2020*



## **INSTRUCTIONS TO BIDDERS**

### **1.0 INTRODUCTION**

M/s **Bharat Heavy Electricals Limited** (A Govt. of India Undertaking) incorporated under the Companies Act 1956 acting through its **Projects Engineering Management Division (PEM)**, PPEI Building, HRDI & ESI Complex, Plot No. 25, Sector 16A, NOI DA – 201 301 (hereinafter referred to as “**Purchaser**”, which expression shall include its successors and assigns), invites offers for the requirements as detailed in the Enquiry letter and other tender documents.

### **2.0 TENDERER TO INFORM HIMSELF FULLY**

- 2.1 The tenderer shall closely peruse all the clauses, specifications and drawings etc., indicated in the tender documents, before quoting. Should the tenderer have any doubt about the meaning of any portion of the tender specifications or find discrepancies or omissions in the drawings or the tender documents issued are incomplete or shall require clarifications on any of the technical aspect, scope of work etc. he shall at once contact the official inviting the tenders, for clarifications, before submission of the tender.
- 2.2 Tenderers are advised to study all the tender documents carefully. Any submission of tender by the tenderer shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implications thereof. The specifications and terms and conditions shall be deemed to have been accepted unless otherwise specifically commented upon by the tenderer in his offer. Non-compliance with any of the requirements and instructions of the Tender Enquiry may result in the rejection of the tender.
- 2.3 Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection. All overwriting / cutting etc. will be numbered by bid opening officials and announced during bid opening.

### **3.0 PROCEDURE FOR SUBMISSION & OPENING OF TENDERS**

- 3.1 Tenders shall be accepted by the official inviting the tenders, in **two parts** as described below on or before the due date indicated in the Enquiry letter by 1400 hrs

#### **PART-I : TECHNO-COMMERCIAL BID (TO BE SUBMITTED IN 2 SETS)**

*12/3/2020*



Containing Technical offer, Commercial Terms & Conditions, Technical Specification and Un-priced Copy of the Price Bid. The un-priced copy of the Price bid shall be the same as the Price bid but without the Prices, with all the quoted Prices/discounts/values being replaced with the word 'QUOTED' or 'Q'.

**Bidder should sign and stamp each page of all the documents enclosed with the enquiry as a token of acceptance of BHEL's terms and conditions.**

**PART-II: PRICE BID**

Containing **PRICES** only (to be furnished in the enclosed Price format only). Prices shall be quoted in Indian Rupees only.

**Price Bid should not contain any technical details and/or Commercial Terms & Conditions. Any technical details and/or Commercial Terms & Conditions, if found in this part shall be ignored as the same are supposed to be contained in PART-I only so that the same can be evaluated before opening of Price Bid(s).**

**3.2 MARKING ON ENVELOPE**

**Part-I and Part-II offers shall be submitted in two separate sealed envelopes with bidder's distinctive SEAL and each envelope super-scribed with the following:**

**PART-I:**

1. TENDER ENQUIRY NO. AND ITEM DESCRIPTION
2. DUE DATE OF OPENING
3. "TECHNO-COMMERCIAL BID".

**PART II:**

1. TENDER ENQUIRY NO AND ITEM DESCRIPTION
2. DUE DATE OF OPENING
3. "PRICE BID".

Un-sealed envelopes or envelopes not super-scribed as above may not be accepted/considered.

**3.3 BID SUBMISSION**

**3.3.1 The tenders shall be sent to the following address :**

**Tender Box,  
Bharat Heavy Electricals Ltd.  
Project Engineering Management  
PPEI Building, HRDI & ESI Complex**

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**Plot No. 25, Sector 16A  
NOIDA – 201301 (INDIA)**

- 3.3.2 Tenders can also be deposited in tender box in person.
- 3.3.3 Tenders submitted by post shall be sent by "**REGISTERED POST ACKNOWLEDGEMENT DUE**" and shall be posted with due allowance for any postal delay. The tenders received after the **Due Date** and **Time** of tender submission will be rejected.
- 3.3.4 Dispatch department shall not accept any tender in torn condition and return the same to the courier immediately with the Stamping "Returned to Sender-Package Damaged".
- 3.3.5 Offers in damaged condition will not be considered and no request for extension on this account will be considered.

#### **3.4 BID OPENING**

- 3.4.1 The offers may be opened on the due date and time as specified in the Enquiry Letter, in the presence of those tenderers who wish to attend.
- 3.4.2 Not more than two representatives will be permitted to be present for the tender opening.

**4.0 Late tenders are liable to be rejected.**

**5.0 Incomplete offers are liable to be rejected.**

#### **6.0 VALIDITY OF OFFER**

Offer shall be kept valid for 6 months from the due date, for Purchaser's acceptance.

**7.0** No correspondence shall be entertained from the tenderers after the opening of Price bid(s).

**8.0** Unsolicited tenders shall not be entertained. Unsolicited revised Price Bids also, shall not be entertained at any stage of the tendering process.

**9.0** Purchaser reserves the right to negotiate the tender, if the quoted rates/terms are found in the unacceptable range or unreasonable.

#### **10.0 LANGUAGE & CORRECTIONS**

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- 10.1 The tenderer shall quote the rates in English/Hindi language and international numerals only. The metric system of units shall be used, for the purpose of tender.
- 10.2 **All entries in the tender shall either be typed or written legibly in ink. Erasure and over-writings are not permitted and may render such tenders liable for rejection. However, all cancellations, corrections and insertions shall be duly attested by the tenderer.**
- 11.0 Standard pre-printed conditions of the tenderer attached to the offer will not be accepted and only those mentioned in the body of his offer will be considered.
- 12.0 Taxes and duties payable should be indicated separately, otherwise it will be presumed that the prices quoted are inclusive of all taxes, duty, octroi etc., if any and the Purchaser in such cases shall not pay any tax, duty, octroi etc.
- 13.0 Manufacturer's name, trade Mark or Patent No., if any, should be specified.
- 14.0 **The acceptance of tender will rest with the purchaser and does not bind him to accept the lowest or any other tender and reserves to itself full rights for the following without assigning any reasons, whatsoever:**
- a) to reject any or all the tenders.
- ~~b) to split up the work amongst two or more tenderers.~~
- ~~e) to award the work in part.~~

**16.0 SALES CONDITIONS**

With tenderer's acceptance of the terms and conditions, it will be deemed that he has waived and confirmed as cancelled any of his general sales conditions attached with the offer.

**17.0 TENDER EVALUATION**

Non-compliance with any of the requirements and instructions of the Tender Enquiry may result in the rejection of the tender.

Tenders will be evaluated on the basis of total cost to BHEL. Purchase order will be placed on the lowest quotation (L1) only among the technically & commercially accepted quotations.

In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders. In

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case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss / draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s). Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.

#### 17.1.1 PRICE DISCREPANCY

Totals/Gross Total of Prices should be indicated both in words as well as in figures. If there is a discrepancy between unit price, total price quoted in words and figures, the Arithmetical errors will be rectified on the following basis.

- a) If, in the price structure quoted for the required goods/services/ works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
- d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

17.1.2 If the Prices/Rates of one or more of the enquired items have not been quoted, the offer is liable to be rejected. However, if the offer is considered, the same shall be loaded with the highest Prices/Rates available in the other bids received against the same Enquiry.

17.1.3 Though, higher warranty/configuration/rating will be acceptable, than what is required as per tender specifications, no weight age or preference will be given for the same.

17.1.4 Tenders will be evaluated taking into consideration all available financial advantages, including taxation/depreciation benefits, if any. Tax paid by the seller/contractor to the Govt. Authorities shall be reimbursed at actual only (subject to against requisite documentary evidence).

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### **18.0 BANNED FIRMS**

The offers of the bidders who are on the banned list as also offer of the bidder who engage the service of banned firms, shall be rejected. The list of banned firms can be found on website [www.bhel.com](http://www.bhel.com).

### **19.0 CHANGE OF PRICE BIDS**

The bidder to note that in case there is no change in technical specification or commercial terms, the bidder is not allowed to change his price bid within validity of his period.

### **20.0 Make in India**

For this procurement, Public Procurement (Preference to Make in India), order 2017 dated 15.06.2017 & 28.05.2018 and subsequent orders issued by the respective Nodal ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/PO/WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement, same shall be applicable.

This item/Package/System falls under the list of items defined in Para 3 of Ministry of Finance guideline dated.20-09-2016 (procurement of items related to public safety, health, critical security operations and equipments, etc) & hence criteria of prior experience/turnover shall be same for all the bidders including startup/MSME ”.

### **21.0 MICRO, SMALL & MEDIUM ENTERPRISES**

Extant regulations of Govt. of India will be applicable. Preferences as mentioned in "Public Procurement Policy for Micro and Small Enterprises (MSEs) Order,2012" shall be given to Micro and Small enterprises. Payment to MSEs will be governed as per the prevailing Act. MSE Bidders/ as defined by the MSMED Act as amended from time to time can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate/ Udyog Aadhar Memorandum certificate having deemed validity (five years from the date of issue in acknowledgement in EM III Udyog Aadhar) or valid NSIC certificate or EM III Udyog Aadhar Memorandum certificate along with attested copy of a CA certificate (Format enclosed as per Appendix I where deemed validity of EM II certificate/Udyog Aadhar Memorandum certificate of five years have expired) applicable for the relevant financial year (latest audited) or such other document as may be stipulated in the MSMED Act or its rules/regulations as amended from time to time and/or by the Buyer. The deemed validity will be assessed on the date of bid opening (Part 1 in case of two part bid). Non submission of such

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documents as stipulated hereinbefore will lead to consideration of their bids at par with other Bidders. No benefit shall be applicable for the concerned for the tender enquiry, if any deficiency in the above required documents is not submitted before the price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer. This provision for MSE will apply subject to the condition that the participating MSE meets the tender requirements.

## 20.0 CLARIFICATIONS ABOUT TENDER

All corrigenda, addenda, amendments, time extensions clarifications etc.to the tender shall be hosted on BHEL websites ([www.bhel.com](http://www.bhel.com) & [www.bhelpem.com](http://www.bhelpem.com)) only. Bidders should regularly visit websites to keep themselves updated.

*July*  
*12/3/2020*



**APPENDIX – I**

**(CERTIFICATE BY CHARTERED ACCOUNTANT ON LETTER HEAD)**

This is to Certify that M/S ..... (hereinafter referred to as 'company') having its registered office at ..... is registered under MSMED Act 2006, (Entrepreneur Memorandum No (Part II) ..... dtd: ....., Category: ..... (Micro/Small)). (copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year ..... as per MSMED Act 2006 is as follows:

1. **For Manufacturing Enterprises:** investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No. S.O.1722 (E ) dated October 5, 2006:  
Rs ..... Lacs

2. **For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:  
Rs ..... Lacs

**(STRIKE OFF WHICHEVER IS NOT APPLICABLE)**

The above investment of Rs ..... Lacs is within permissible limit of Rs ..... Lacs for ..... Micro/ Small (Strike off which is not applicable) Category under MSMED Act 2006.

Or

The company has been graduated from its original category (Micro/Small) (strike off which is not applicable) and the date of graduation of such enterprise from its original category is ..... (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O.No. 3322(E ) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)  
Name-

Membership Number-  
Seal of Chartered Accountant

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**COMMERCIAL TERMS AND CONDITIONS**

- 1.0 **GENERAL:** The words incorporating singular shall include plural and vice-versa, in the words importing masculine gender shall include feminine and vice-versa and the words importing persons shall include bodies; corporate, limited liability companies, partnership and other legal entities.
- 2.0 **BANK CHARGES:** Unless otherwise specified, the Bank charges, if any, shall be to the account of Seller/Contractor.
- 3.0 **PRICES:** Prices are net F.O.R. destination inclusive of freight, handling, packing charges, transit insurance etc. and shall remain FIRM without any variation till completion of the contract.
- 4.0 **QUALITY:** All Systems/goods/services supplied/rendered shall be brand new and conform to the contract technical specifications and/or be strictly in accordance with approved samples/drawings. Where there is no specifications, sample or drawings, Systems/goods/services shall be of the best quality.
- 5.0 **CHANGE OF ORDER:** No changes to this order/contract are permitted unless authorised in writing and signed by competent authority of this office.
- 6.0 **PACKING AND MARKING:** Seller/Contractor shall arrange for sound packing and marking the goods to avoid any loss or damage during transit.
- 7.0 **LOCATION & CONSIGNEE:** Complete Systems/goods will be consigned to DH (PEM – DTG), PPEI Building, HRDI&ESI Complex, Plot No. 25, Sector 16A, NOIDA – 201 301, who will co-ordinate the installation and commissioning activities.
- 8.0 **Payment terms:** Payment for AMC of Bry-AIR & Gas Purification System shall be on quarterly deferred basis i.e. payment for AMC shall be released at the end of each quarter after adjusting penalties/deduction based on certificate of BHEL PEM/DTG Deptt as laid down at scope in technical specification no.PE888S-AF-356 Rev.00
- 9.0 **MODE OF PAYMENT :** Payment will be made by way of Electronic Fund Transfer.
- 10.0 **INTEREST:** No interest, whatsoever, shall be payable by the purchaser on any amount due to the Seller/Contractor by the purchaser.
- 11.0 **DELIVERY:** AMC services start from 06/06/2020 or 2 weeks from the date of work order, whichever is later.

*John*  
*12/5/2020*



**12.0 INDEMNITY:**

Seller/Contractor shall fully indemnify and keep indemnified the Purchaser against all claims, viz.

- a) Which may be made in respect of the use of System/Item(s)/services supplied/rendered by the Seller/Contractor, for infringement of any rights protected by patent, registration of designs or trademarks.
- b) any other claims of whatsoever nature arising during the course and out of the execution of this Order/Contract

In the event of any such claims being made against the purchaser, Purchaser will inform the Seller/Contractor who shall at his own risk and cost either settle any such dispute or conduct any litigation that may arise there from.

**13.0 CONFIDENTIALITY** : Seller/Contractor shall, at all times, undertake to maintain complete confidentiality of all data, information, software, drawings & documents, etc. belonging to the purchaser and also of the Systems, procedures, reports, input documents, manuals, results and any other company documents discussed and/or finalised during the course of execution of the order/contract.

**14.0 LIQUIDATED DAMAGES:** The parties hereto agree that timely delivery is the essence of the order/contract. If the Seller/Contractor fails to start the AMC as stipulated in delivery terms, liquidated Damages at the rate of half percent per week of delay on the total order value shall be levied on the vendor limited to ten percent of the total order/contract value excluding elements of taxes and duties, without prejudice to any other relief or compensation due to the purchaser under any other condition of the order/contract.

**15.0 FORCE MAJEURE:** Seller/Contractor shall not be responsible for delay in delivery resulting from acts/events beyond his control provided notice of the happening of any such act/event is given by the Seller/Contractor to the purchaser within 15 days from the date of its occurrence. Such acts/events shall include but not be limited to acts of God, war, floods, earthquakes, strikes, lockouts, epidemics, riots, fire or Governmental regulations superimposed after the date of order/contract.

**16.0 PENALTY:** Penalty as per specified in the technical specification no.PE888S-AF-356 Rev.00.

**17.0 SETTLEMENT OF DISPUTES**

**17.1 DISPUTE RESOLUTION THROUGH BHEL CONCILIATION SCHEME 2018**

BHEL has framed the 'Conciliation Scheme 2018' shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996. The conventional methods of dispute resolution are often time consuming and costly.

*12/3/2020*



A copy of the said scheme made available on BHEL web site [http://www.bhel.com/pdf/Brief\\_Procedure\\_under\\_BHEL\\_Conciliation\\_Scheme%202018.pdf](http://www.bhel.com/pdf/Brief_Procedure_under_BHEL_Conciliation_Scheme%202018.pdf) .

- 17.2** Except as otherwise specifically provided in the Order/Contract, all disputes concerning questions of the facts arising under the Order/Contract, shall be decided by the purchaser, subject to written appeal by the Seller/Contractor to the purchaser, whose decision shall be final to the parties hereto.
- 17.3** Any disputes or differences shall be to the extent possible settled amicably between the parties hereto, failing which the disputed issues shall be settled through arbitration.
- 17.4** However, the Seller/Contractor shall continue to perform the Order/Contract, pending settlement of dispute(s).

**18.0 ARBITRATION**

In the event of any dispute or difference arising out of the execution of the order/contract or the respective rights and liabilities of the parties, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the arbitration of the person appointed by the competent authority of the Purchaser.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act, 1996 (India) or statutory modifications or re-enactments thereof and the rules made there under and for the time being in force shall apply to the arbitration

proceedings under this clause. The venue of arbitration shall be NCR Region, India.

- 19.0 LAWS GOVERNING THE CONTRACT:** The Order/Contract shall be executed and governed by the laws of India and the courts of India alone shall have jurisdiction in respect of any matter arising under or in connection with the Order/Contract.
- 20.0 JURISDICTION OF COURT:** The jurisdiction to decide any disputes in the Contract shall be at New Delhi under any circumstances.
- 21.0 SUBMISSION OF INVOICE** : GST Compliance Invoices shall be submitted along with specified documents in triplicate to DTG Department, BHEL-PEM, PPEI Building, HRDI & ESI Complex, Plot No. 25, Sector 16A, NOIDA – 201 301.
- 22.0 ACCEPTANCE:** Letter of Seller/Contractor's acceptance of the LOI/Order/Contract shall be sent to CMM DEPARTMENT, BHEL-PEM, PPEI BUILDING, HRDI & ESI COMPLEX, PLOT NO. 25, SECTOR 16A, NOIDA – 201 301, within ten days from the date of LOI/Order/Contract. Purchaser shall reserve the right to cancel the

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12/3/2020



LOI/Order/Contract in case the letter of acceptance is not received within ten days. Purchaser will not be responsible for any postal delays.

**23.0 RECOVERY OF OUTSTANDING AMOUNT:** In the event of any amount of money being outstanding at any point in time against the Seller/Contractor, due to excess payment or any other reason, whatsoever, in the present order/contract or any other order/contract, the outstanding amount shall be recovered from the payments due to the Seller/Contractor or at any other appropriate time and manner/mode as deemed fit by the Purchaser at its sole discretion.

**24.0** Extant regulations of Govt. of India will be applicable. Law of land will supersede any condition given in tender enquiry, in case of any contradiction.

**25.0 EARNEST MONEY DEPOSIT (EMD):** Every tender have to submit EMD of Rs. 1,600/- for the above job/Service in the following form: -

- a) Electronic Fund Transfer credited in BHEL account (before tender opening).  
Bank details are as under:

BANK NAME	BANK ACCOUNT NO	IFSC	Address
HDFC Bank	00030350015809	HDFC0000003	IST,FLOOR KAILASH BUILDING 26 K G MARG NEW DELHI 110001

- b) Banker's cheque/ Pay order/Demand draft in favour of BHEL (along with offer).
- c) Fixed Deposit Receipt(FDR) issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).

**25.1 Forfeiture of EMD**

- a) Withdrawal of bid or increase in rates or change in bid conditions after opening of the tender (Part 1 Bid).
- b) Refusal to enter into a contract after the award of contract.
- c) If operations of the contract are not commenced from the date indicated in the award of contract.
- d) The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ LOA/ Contract.

**25.2** EMD shall not carry any interest.

**25.3** EMD of successful tenderer will be retained as part of Security Deposit.

**26.0 SECURITY DEPOSIT:** - Security Deposit of 5% of the contract value may be

*Q.A.*  
*12/3/2020*



accepted in the following forms: -

- i) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.
- ii) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).
- iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format for Security Deposit shall be in the prescribed formats.
- iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)

**26.1** Security deposit can also be recovered at the rate of 10% of the gross amount progressively from each of the running bills of the contractor till the total amount of the required security deposit is collected. However, in such cases at least 50% of the required Security Deposit, including the EMD, should be deposited in any form as prescribed before start of the work and the balance 50% may be recovered from the running bills as described above.

**26.2** The Security Deposit shall not carry any interest.

## **27.0 GENERAL**

a. Goods and Service Tax(GST) (CGST, SGST, UGST, IGST) will be payable extra at per actual.

b. Vendor/ contractor declaring such invoice in GSTR-1/GST-ANX-1 as per the relevant Act.

c. The tax component charged by the vendor in the invoice should be matched with the details uploaded by vendor in GSTR-1/GST-ANX-2.

d. Confirmation of payment of GST thereon by vendor on GSTN portal. In case, any GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry to timeline prescribed in the relevant Act for availing such ITC, or any other reasons not attributable to BHEL, tax amount shall be recoverable from the vendor/contractor along with interest levied/ leviable on BHEL.

e) Details for raising invoice: -

Company Name: Bharat Heavy Electricals Ltd

Company Address: BHEL / PS-PEM, Plot no-25, Sector-16A,  
Noida-201301. Uttar Pradesh.

GSTIN: 09AAACB4146P2ZC

State: Uttar Pradesh State Code: 09

*Handwritten signature and date: 12/3/2020*



**Check List for bidder**

S. N.	Required Document	If Submitted then Tick (√)
1	Customers POs/ WOs copies	
2	completion certificate for above POs/ WOs	
3	Complete tender in all respects duly signed & stamped on each and every page by the authorized signatory of the bidder as a token of acceptance of all the terms and conditions of tender.	
4	Copy of GST registration.	
5	Copy of PAN card.	
7	EFT DETAILS OR CANCELLED CHEQUE	
8	No Deviation certificate	
9	Declaration Certificate	
10	EMD AMOUNT	
11	Un price Bid [ quoted with "Q" ]	

*Handwritten signature and date: 12/3/2020*



**EXECUTED ORDER DETAILS**

P.O./W.O. No. & Date (copy(s) to be enclosed)	
Completion certificate by the customers for above POs/WOs	
Name of the company/customer(s)(where similar similar services provided)	
Complete postal address of the customer	
Year of AMC services provided to customer	
Name and designation of the contact person of the customer	
Phone, FAX No. and Email address of the contact person of the customer	
Certificate from the customer regarding satisfactory performance of the device	

*Jan*  
*12/3/2020*



**Details of Party**

S. N.	Description	Details
1	Name of the Party	
2	Address of the party	
3	Contact Person's Name	1) 2)
4	Cell No. of Contact Person	1) 2)
5	Land Line No./mobile no	1) 2)
6	FAX No.	
7	E-mail ID of the Party	1) 2)
8	PAN No.	

*Handwritten signature and date: 12/3/2020*



## BIDDER'S COMPANY LETTER HEAD

**No Deviation Certificate**  
(To be submitted along with Part-1 Bid)

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

Or

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

- 1.
- 2.
- 3.
- 4.

*J.S.*  
12/3/2020



## BIDDER'S COMPANY LETTER HEAD

### DECLARATION CERTIFICATE

I / We do hereby declare that there is no case with the Police/Court/Regulatory authorities against the proprietor/firm/partner. Also I/We have not been suspended / delisted / blacklisted by any other Govt. Ministry / Department/Public Sector Undertaking/ Autonomous Body/Financial institution/Court. We also certify that either our firm or any of the partners are not involved in any scam or disciplinary proceedings settled or pending adjudication. I / We have enclosed the following documents with the tender document in technical bid. :-

1. Complete tender in all respects duly signed & stamped on each and every page by the authorized signatory of the bidder as a token of acceptance of all the terms and conditions of tender.
2. Copy of PAN card.
3. Customers POs/ WOs copies and completion certificate

*Handwritten signature and initials: J. S. / 12/3/2020*

Project Engineering  
Management

**Bharat Heavy Electricals Limited**  
(A Govt. Of India Undertaking)



EFT DETAILS

Name of the party

Name of the Bank

Address Of the Bank

Party's A/c no

Type of A/c

IFSC CODE

Vendor's E-MAIL ADDRESS

Authorised Signatory

Seal

THE ABOVE DETAILS ARE TO BE SUBMITTED IN ORIGINAL, ON THE COMPANY'S LETTERHEAD DULY ATTESTED BY YOUR BANKERS

*Handwritten signature and date: 12/3/2020*

