

Name of Works: SERVICE CONTRACT FOR TUBE CLEANING (INNER SURFACE) OF 700 MWe STEAM GENERATOR AT BHEL-TRICHY



BHARAT HEPAVY ELECTRICALS LIMITED

(A Govt of India Undertaking)

High Pressure Boiler Plant, Tiruchirappalli – 620 014, Tamil Nadu

Ph No.0431-2575242, 1913, e-mail: satyaprakash@bhel.in, website: www.bhel.com

WORKS CONTRACTS MANAGEMENT DEPT.

NOTICE INVITING e-TENDER

1.	Tender Ref No:	BHEL-TRY/ WCM/9471900145 / 16.12.2019
2.	Tender Type	Open Tender -Two part
3.	Name of works	RATE CONTRACT FOR PROVIDING ANALYTICAL SERVICES AT PLANT LAB, BHEL-TRICHY FOR FOUR MONTHS DURING YEAR 2020.
4.	Location of work	BHEL-Trichy.
5.	Period of contract	Four months from the date of award of contract.
6.	Earnest Money Deposit	₹ 8,380/-
7.	Address for submission of offer	To be submitted electronically by logging to e-Procurement portal https://bhel.abcpurchase.com
8.	Contact details for queries related to tender	Satya Prakash, Dy. Manager / WCM; 0431 257 5242; e-mail: satyaprakash@bhel.in Philip P G, DGM/ WCM; 0431 257 1913; e-mail: philip@bhel.in
9.	Contact details for queries related to scope of work	Shri K Ananda Babu, Dy. Manager / Plant Lab/ BHEL-Trichy 0431 257 1115; e-mail : kababu@bhel.in
10.	Due date for submission of offer online	28.12.2019/ 14:30 Hrs.
11.	Due date for opening of online Techno - Commercial Bid	28.12.202/ 14:45 Hrs.

The tender documents comprise the following:-

(I) This Covering letter : BHEL-TRY/ WCM/9471900145 / 16.12.2019

(II) Part-1 – Techno Commercial Bid

- Annexure-T1 : Terms & conditions for submitting the offer
- Annexure-T2 : Terms & conditions for finalizing the Contract
- Annexure-T3 : Terms & conditions for operation of the Contract
- Annexure-T4 : General Terms & Conditions of the Contract
- Annexure-T5 : Pre-Qualification Requirements (PQRs)

Date :
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(III) Part-2 – Price Bid

- Annexure-P1 : Price bid proforma

Kindly note that the bidders have to submit Part-1 and Part-2 at the same time. The Part-1 will be Please note that this is only a request for an Offer and not a Contract.

Dy. Manager / WCM
(Sathya Prakash)

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

PART-I

TECHNO-COMMERCIAL BID

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

Annexure-T1

TERMS & CONDITIONS FOR SUBMITTING THE OFFERS

1. PARTICIPATION.

- 1.1 The Parties who have been suspended or black listed or issued with “Show Cause Notice “by BHEL Trichy-14 or any other BHEL Unit will not be allowed to participate in the Tender.
- 1.2 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).
- 1.3 The bidder should declare the same in the Tender. Even during the course of evaluation / finalization of Tender if it is found that some of the parties are not fulfilling the above clauses, BHEL will not consider them for further participation in the Tender.

2. SUBMITSSION OFFER.

2.1 The bidder shall submit the offer through eProcurement process as given below: -

- 2.1.1 **Tenderer shall sign the tender documents for having accepted the conditions and upload in e-procurement portal.**
- 2.1.2 **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.**
- 2.1.3 **Bidder are advised not to wait till the last minutes or last few seconds w.r.t tender closing time to submit their offer to avoid complications related with internet connectivity / network problem/ power failure etc.**
- 2.1.4 **It is advised that all the documents to be submitted are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission.**
- 2.1.5 **The bidder has to upload the scanned copy of all the mentioned original documents (in colour) during online bid-submission.**
- 2.2 EMD should be submitted as per Part-I(A)/Prequalification Bid/EMD (including EMD waiver, if any). Techno-commercial bid will be considered only, if the Part-I(A)/Prequalification Bid/EMD is valid. EMD in any other form and tender without EMD will be summarily rejected.
- 2.3 In case of offline payments, the hardcopies of Earnest Money Deposit (EMD) document/ DD submitted to WCM/BHEL and the soft-copies uploaded at the time of online bid submission should be the same, otherwise the tender will be summarily rejected.
- 2.4 Bidder should arrange for the EMD as specified in the tender. The original should be posted/couriered/given in person in a sealed cover super scribing ‘Tender number/date/Part-I(A)/EMD’ to the Tender Inviting Authority, within the bid submission date and time for the tender.

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- 2.5 Any deviation to this tender terms & conditions, and schedules of this tender will lead to total rejection of the offer submitted.
- 2.6 Should a tenderer find discrepancies or omissions in the tender documents, or should there be any doubt as to their meaning, he should at once address the authority inviting the tender, for clarification well before the due date, so as to submit his tender in time. No extension of time shall be given for submission of the tender on any account.
- 2.7 Rates should be quoted as per the Work / Rate schedule (Price bid/Part –II). Rates quoted in any other form will not be accepted, and will be rejected.
- 2.8 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.
- 2.9 If a tenderer deliberately gives wrong information in his tender or creates conditions favourable for the acceptance of his tender, the BHEL will reject such tender at any stage.
- 2.10 Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
- 2.11 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.
- 2.12 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.
- 2.13 The tender schedule, and the tender shall be deemed to form an integral part of the contract to be entered into for this work.
- 2.14 In case you are not in a position to submit the offer, please send letter suitably specifying the reasons thereof.
- 2.14.1 Tender can be cancelled at any stage due to unavoidable circumstances.

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Annexure-T2

TERMS & CONDITIONS FOR FINALIZING THE CONTRACT

1. EVALUATION CRITERIA:

- 1.1 Technical Bids of tenderers will be evaluated based on the Pre-Qualification/Technical Eligibility Criteria on the basis of supporting documents and track record of the bidder.
- 1.2 Price Bids of only those tenderers who are found to meet the Pre-Qualification/Technical Eligibility Criteria will be opened. Price Bids will be opened with prior information to the eligible bidders to facilitate the presence of the bidders or their authorized representatives to witness the Price Bid opening.

2. CRITERIA FOR AWARD OF WORK:

- 2.1 The evaluation of offer for award of work shall be on the basis of "Total Cost to BHEL/ Net Cash outflow to BHEL after taking into account applicable Taxes and Duties.
- 2.2 The work will be awarded on Package Wise L1 basis.
- 2.3 In case there are more than one L1 bidders for respective schedules, BHEL will invite fresh revised price bids from all such L1 bidders & ranking will be decided based on these revised bids. The new rates quoted should be lower than their previous L1 rates. In case if the revised bids submitted by L1 bidders is also same and none of the bidders are ready for further reduction in their rates, then L1 bidder will be selected on draw of lots.
- 2.4 The quantity mentioned in BOQ / Price bid is tentative. BHEL reserves the right to increase or decrease the quantity during award of work or issue work order in phase manner as per requirement of BHEL.

3. METHOD OF EVALUATION OF PRICES

- 3.1 Priority / Ranking : Net cash outflow to BHEL including all charges, incidentals etc., inclusive of Goods & Service tax.

4. RATE FINALIZATION

- 4.1 Lowest prices received against BHEL Tenders need not be the acceptable to BHEL and in that case BHEL would not be considered the same for award of Contract. BHEL would negotiate or re-float the Tender opened if L1 price is not the lowest acceptable price to them inter-alia other reasons.
- 4.2 Tenderers are requested to give their best prices at the first instant itself.
- 4.3 In the event of the final L1 prices are not reasonable / acceptable to BHEL, BHEL also may resort to short closure of this open Tender.

5. SPLITTING OF CONTRACT

- 5.1 Splitting of contract is not applicable.

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6. DISCREPANCY IN WORDS & FIGURES- QUOTED IN PRICE BID:

- 6.1 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.
- 6.2 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
- 6.3 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 (I) and (II) above.
- 6.4 If there is such discrepancy in an offer, the same will be conveyed to the bidder with target date up to 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.
- 6.5 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 shall be liable for rejection. All overwriting/ cutting, etc. will be numbered by bid opening officials and announced during bid opening.

7. PROVISION FOR MICRO & SMALL ENTERPRISES (MSE) SUPPLIERS & START UP FIRMS:

- 7.1 MSE suppliers can avail the intended benefits only if they submit along with the offer, self-attested copies of UAM along with CA Certificate (As per Annexure-A given below) issued for latest financial year ending on 31st March 2019 / Valid EM-II with deemed validity of five years from the date of issue of EMII as on date of technical bid opening / EM-II along with latest CA certificate (As per Annexure-I of tender document) issued for latest financial year ending on 31st March 2019 or later where deemed validity of five years is expired / Valid NSIC Registration Certificate as on date of technical bid opening / Valid Registration to any other body as specified by ministry of MSME.
- 7.2 Definitions of MSEs owned by Women is under:
 - 7.2.1 In case of proprietorship firm, proprietor must be woman.
 - 7.2.2 In case of partnership firm, the women partners must be holding at least 51% shares in the unit.
 - 7.2.3 In case of private limited companies, at least 51% share must be held by women promoters.
- 7.3 Definitions of MSEs owned by SC/ST is under:
 - 7.3.1 In case of proprietorship firm, proprietor must be SC/ST.
 - 7.3.2 In case of partnership firm, the SC/ST partners must be holding at least 51% shares in the unit.
 - 7.3.3 In case of private limited companies, at least 51% share must be held by SC/ST promoters.

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- 7.4 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.
- 7.4.1 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.
- 7.4.2 Chief Presidency magistrate/ Additional chief presidency magistrate/ Presidency magistrate.
- 7.4.3 Revenue Officer not below the rank of tahsildar.
- 7.4.4 Sub-Divisional officer of the area where the individual and/ or his family normally resides.
- 7.4.5 To avail the benefits of MSE under SC/ST category, the related documents as stated above should be submitted along with tender documents.
- 7.5 In case splitting is proposed in tender, minimum 25 % or minimum value proposed for a vendor (whichever is higher) will be awarded to MSEs quoting within the price band of L1+15% after acceptance of L1 rate by MSE bidder.
- 7.6 (Minimum of 3% is reserved for women owned MSEs and 6.25% for MSEs owned by SC/ST out of above mentioned 25% or minimum value proposed for a vendor)
- 7.7 In case no splitting is proposed in tender, 100 % work will be awarded to MSEs quoting within the price band of L1+15% after acceptance of L1 rate by MSE bidder.
- 7.8 Start-up companies will be provided benefits and relaxation as per the latest government norms. For availing start-up benefits, relevant certificates issued by Department of Industrial Policy and Promotion shall be submitted along with the tender.

Non Submission of such documents along with the offer or during technical evaluation will lead to consideration of their bids at par with other bidders and no benefits shall be applicable for this enquiry though the bidder is MSE.

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Annexure-A

Certificate by Chartered Accountant on letter head for MSE bidder

This is to Certify that M/S (hereinafter referred to as 'company') having its registered office at is registered under **MSMED Act 2006**, Udyog Aadhaar Memorandum(UAM) No: dtd:, Category:(Micro/Small/Medium). (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:

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€ dated October 5, 2006 :

Rs.Lacs.

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 MSMED Act, 2006 :

Rs.Lac.

(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€ 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.

Date :

Place:

Signature of the Bidder with seal
(Authorized Signatory)

Annexure-T3

TERMS & CONDITIONS FOR OPERATION OF THE CONTRACT

1. BILL OF QUANTITY

Sl. No	Description of Test	UOM	Approximate Qty
A.	Water Chemistry & Fuel Testing		
1	Coal related samples Testing	Number	35
2	Ash related samples Testing	Number	35
3	Water /Deposit/Inhibitor related samples Testing	Number	50
B	Chemical Testing		
1	Paint related Testing	Number	125
2	Metal related Testing	Number	55
3	Wood related Testing & SHOP Testing	Number	600
C	Metallurgical & Mechanical Testing		
1	Bend, Flattening or flaring Test	Number	1200
2	Hardness Test	Number	2400
3	IGCT / SCC Test	Number	55
4	Metallography Specimen Preparation	Number	950

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2. SCOPE OF WORK

- 2.1 The scope of work covers carrying out the testing/analysis and related activities of plant Laboratory for the below mentioned sample categories through contract science graduates for four months from the date of award of contract.
- 2.2 The contractor shall undertake the analytical works by providing adequate man power with adequate experience as per the following terms & conditions for the execution of the analytical works at Plant Laboratory / BHEL Trichy-14.

3. DETAILED ACTIVITIES TO BE PERFORMED IN EACH CATEGORY

3.1 CATEGORY-A: Water Chemistry & Fuel Testing

- 3.1.1 COAL RELATED SAMPLES TESTING consists of but not limited to: Moisture, Ash, Volatile matter, fixed carbon, Calorific value, CHNS, HGI, and Sampling, Instrumental analysis.
- 3.1.2 ASH RELATED SAMPLES TESTING consists of but not limited to: Sampling, Loss on ignition, Silica, Iron oxide, Titanium oxide, Aluminium oxide, Calcium oxide, Magnesium oxide, Sulphur oxide, Phosphorus oxide, AFT, Instrumental analysis.
- 3.1.3 WATER/DEPOSIT/INHIBITOR RELATED SAMPLES TESTING consists of but not limited to: Sampling, Gain on ignition, Silica, Iron oxide, Copper oxide, Titanium oxide, Aluminium oxide, Calcium oxide, Magnesium oxide, Sulphur oxide, Phosphorus oxide, Solvent selection, Inhibitor Evaluation Testing, Instrumental analysis.

3.2 CATEGORY -B: Chemical Testing

- 3.2.1 PAINT TESTING consists of but not limited to Sample registration, Panel preparation, Paint sampling, Pigment extraction, Pigment drying, Pigment analysis, Viscosity, Density, Panel painting, Drying time, DFT measurement, FTIR testing, SAP results entry, % volume of solids.
- 3.2.2 METAL TESTING consists of but not limited to Sample entry , Sample polishing, Sample analysis in spectrophotometer, Data entry, Report preparation, Report dispatch, Wet analysis, Instrumental analysis, Carbon & Sulphur analysis, Solution preparation, Standardization, DM water preparation, NABL record keeping.
- 3.2.3 WOOD TESTING & SHOP TESTING consists of but not limited to: Sample entry, Sampling plan, Spot test at site, Species test, SAP data entry.

3.3 CATEGORY -C: Metallurgical & Mechanical Testing

- 3.3.1 BEND, FLATTENING OR FLARING TEST consists of but not limited to: verification of bend specimen dimension as per standards, preparing the bend testing machine for testing, selecting and fixing of mandrels sizes and gap for bending as per standards, loading of specimen in bend testing machine for testing, performing the bend testing to required degrees, unloading of tested specimens, verification of dimensions of specimens as per standards, calculation of flattening depth and flaring size as per standards, preparing the tensile testing machines for testing in compression mode, loading of flattening / flaring specimens in machine for testing, performing the test through software, removal of tested specimens after flattened to required size / flared to required diameter.

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- 3.3.2 HARDNESS testing consists of but not limited to: Rockwell, Brinell and Vickers hardness testing, preparing the specimen surface for hardness testing by emery grinding , preparing the hardness testing machines for testing, selection of load and indenter for testing, loading of hardness specimens in machine for testing, performing the hardness test, measurement of impression size and conversion into hardness values using appropriate standards, removal of tested specimens after testing, entry of tested values in registers.
- 3.3.3 IGCT / SCC test consists of but not limited to: stress corrosion testing, preparing the acids and apparatus for SCC testing, verification of dimensions of the specimens for testing, pre stressing of the specimens as per standards, pre cleaning of the stressed specimen in suitable acids, performing the SCC testing, removal and cleaning of samples from apparatus after testing, cleaning of the SCC apparatus, Inter Granular testing, micro polishing of specimens as per standards, preparing the acids and apparatus for IGC testing, IGC testing according to required practice as per standards, removal of samples from apparatus after testing, cleaning of the IGC apparatus.
- 3.3.4 METALLOGRAPHY SPECIMEN PREPARATION consists of but not limited to: preparing the samples in a mould using araldite and hardener as per available procedure, emery grinding of the samples as per procedure, disc polishing of the samples as per procedure, selection of appropriate acids for steels, stainless steels, Titanium etc., as per standards for micro etching, cleaning of specimens before etching, etching of the specimens as per standards, cleaning and preservation of specimens after examination.

4. QUALIFICATION OF MANPOWER TO BE DEPLOYED FOR EXECUTION OF CONTRACT

- 4.1 The vendor shall undertake the analytical works by providing man power with adequate experience as per the following terms and conditions for the execution of the works detailed in the contract:
- 4.2 The contractor shall employ adequate number of graduates with minimum B.Sc. Chemistry and Physics qualification with minimum of two years' previous experience in the analytical works as per scope of work.
- 4.3 Considering the quantum of tests/ analytical works, the contractor shall tentatively provide at least fourteen no. of employees per working day for executing the testing activities, for the entire contract period. However, the no. of candidates required for the contract may subject to change as per the work requirement.
- 4.4 For category-A, Category- B & category- C, the bidder should supply suitable manpower having minimum of B.Sc. Chemistry qualification with two years of previous experience in the analytical works as per scope of work.
- 4.5 For category - C the bidder should supply suitable manpower having qualification preferably B.Sc. Physics or Chemistry with exposure to the analytical works as per scope of work.
- 4.6 The vendor shall provide certificates for educational qualification and experience for his man power which will be verified during the execution of contract by HEAD/Plant Laboratory or his authorized representatives. For the experience of the candidate's documentary proofs are to be provided during execution of contract.
- 4.7 The contractor should ensure adequate number of experienced manpower as per above terms failing which will lead to cancellation of the contract.

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- 4.8 BHEL reserves the right to verify the information provided by the contractor with respect to any information for the contractors' qualification and labor qualification.
- 4.9 The qualification will be verified by suitable evaluation methods by the committee appointed by the HEAD/Plant Laboratory. The final decision of accepting eligible individuals shall be by HEAD / Plant Laboratory
- 4.10 The day-to-day work shall be carried out, as per the detailed instructions of the Lab In charge.
- 4.11 The required personnel shall have to work in General shift i.e. 08.00 hrs. to 16.30 hrs. In contingencies, the personnel shall have to work in extended hours also.

5. CONTRACT PERIOD AND PLACE OF WORK:

5.1 Duration of the contract: Four months from the date of award of contract.

5.2 Delivery Schedule:

- 5.2.1 Each Coal related samples testing shall be proceeded and completed within 3 days.
- 5.2.2 Each Ash related samples testing shall be proceeded and completed within 3 days.
- 5.2.3 Each Water/Deposit/Inhibitor related samples testing shall be proceeded and completed within 2 days.
- 5.2.4 Each Paint testing shall be proceeded and completed within 1 day.
- 5.2.5 Each Metal testing shall be proceeded and completed within 1 day.
- 5.2.6 Each Wood & Shop testing shall be proceeded and completed within 1 day.
- 5.2.7 20 Nos. of Bend/Flattening/Flaring test shall be proceeded and completed within 1 day.
- 5.2.8 40 Nos. of Hardness test proceeded and completed within 1 day.
- 5.2.9 Each IGCT/SCC shall be proceeded and completed within 2 days.
- 5.2.10 15 Nos. of Metallography specimen preparation shall be proceeded and completed within 1 day.
- 5.3 The work shall be carried out at BHEL-Trichy.

6. LIQUIDATED DAMAGES (LD)/PENALTY:

- 6.1 If the tenderer fails to provide services within the initial mobilization period (7 days) fixed in the tender and indicated in Work Order or at any time repudiates the contract then BHEL, without prejudice to any other right or remedy available to it under the contract, may at its discretion shall have right to
- 6.2 Recover from the tenderer, liquidated damages and not by way of penalty, a sum of 0.5% (half percentage) of total value of the contract (excluding taxes) per day of delay in mobilization, subject to a maximum of four weeks. In such a case, BHEL may also terminate the contract and forfeit security deposit if delay extends beyond four weeks.
- 6.3 Recover from the tenderer, liquidated damages and not by way of penalty an amount of ₹ 500/- (₹ five hundred) per day in the event of any delay in making the payment of any wages or dues to the all contractual workers by the tenderer i.e. after 07th of subsequent month.
- 6.4 Recover from the tenderer, liquidated damages and not by way of penalty @0.5 % of testing charge quoted per sample testing per day of delay beyond delivery schedule for respective items.
- 6.5 The total of these recoveries under aforesaid clauses shall be limited to maximum 10% of the contract value.

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7. PAYMENT TERMS:

- 7.1 Payment will be made after completion of work on pro-rata basis based on actual work executed as per BOQ after acceptance and certification of Area in charge (BHEL Executive). Payment shall be made after 45 days of submission of bill complete in all respect.
- 7.2 Along with bills, Contractors has to furnish copy of the following documents for further processing of bills:
- 7.2.1 The Contractor shall submit the bill within a week after at the end of each month in triplicate copies detailing the various items of work done during the month supported by the requisitions issued from time to time
- 7.2.2 Any other relevant document which is required from time to time as per BHEL requirement.
- 7.3 The Contractor shall, once in every month, submit to the respective area HOD separately details of their claims for the work done by them up to and including the previous. He should in addition 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.
- 7.4 The proof of execution of work should be submitted along with each bill (printed form with covering letter and proof for execution of work).
- 7.5 If the Contractor is not registered for any statutory obligation and not liable thereto, then a declaration shall be submitted along with offer that they are within the threshold limit.
- 7.6 No advance may be paid for operational or any other expenses.
- 7.7 Goods and Services tax will be payable extra by BHEL at prevailing rates and corresponding TDS will be made as per Government norms.

8. TERMS & CONDITIONS FOR EXECUTION OF THE CONTRACT INSIDE FACTORY PREMISES OF BHEL-TRICHY:

- 8.1 The contractor should bring their manpower to BHEL premises at his/her own cost, risk and execute the work allotted to him inside BHEL premises.
- 8.2 The contractor should follow and comply with Minimum wages, ESI, PF, Bonus, Group Insurance and other statutory regulations as stipulated in Factories Act and other applicable State/Central Governments' rules and regulations.
- 8.3 Attendance register should be maintained by the contractor and should be duly signed by contractor's manpower.
- 8.4 All safety equipment's are to be arranged for the workmen and safety rules & regulations are to be followed as per BHEL's Safety Rules and Regulations.
- 8.5 BHEL will no way be responsible for any loss of life or any injury caused to any of the contractors or their crew while executing the above work at BHEL premises.

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- 8.6 The contractor or his/her crew should handle the machinery and other equipment's entrusted to them by BHEL with utmost care and return them safely after execution of stipulated work. The cost of damage, repair due to improper handling of machinery and equipment will be recovered from the contractor.
- 8.7 Contractor shall supervise the work carried out by his/her employees.
- 8.8 Contractor shall ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc.
- 8.9 Contractor shall maintain appropriate records of his/her employees deployed to carry out the job(s).
- 8.10 Contractor will be responsible for the good conduct of his/her employees. In case of any misconduct/misbehaviour by any employee, the contractor will replace such employee(s) immediately.
- 8.11 Contractor will ensure that the job is executed through his/her employees on and under no circumstances, the contractor will not deploy any casual employee to carry out the job nor shall subcontract the job.
- 8.12 Contractor shall be solely responsible for non-payment, delayed payment of minimum contributions under EPF & MP Act, ESI Act, Bonus, etc.
- 8.13 In case, the contractor fails to make payment of wages to his/her employees or remittance of contribution to the concerned authorities, the security deposit, other dues/running bills under the contract can be utilized by BHEL to discharge the liability of the contractor.
- 8.14 The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
- 8.15 Contractor shall observe provisions of the Factories Act, 1948 in respect of working hours, holidays, rest intervals, leave and overtime to his/her employee. No work shall be done on second/third shift, overtime, Sundays or on other declared holidays without written permission.
- 8.16 The contractor should maintain a 'Work Diary containing the details of work executed by him from time to time on Shift/Daily basis and obtain the signature from official concerned nominated for this/her purpose for having executed the work correctly and satisfactorily.
- 8.17 The proof of execution of work should be submitted along with each bill (printed form with covering letter and proof for execution of work).
- 8.18 The bill should be submitted within a week after execution of work during the calendar month @one bill per month or within a week after completion of work.
- 8.19 Necessary gate entry pass will be issued by BHEL Security department for Contract Workmen based on your application duly forwarded by the Contract Executing Department and approved by HR/Welfare/Contract Cell on fulfilment of the Statutory Obligation by the Contractor.

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- 8.20 In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his/her employees from the establishment of BHEL. In case, contractor decides to terminate services of his/her employees, he should settle all terminal dues including retrenchment compensation.
- 8.21 BHEL reserves the right to cancel/short close and terminate the contract at any point of time after giving intimation to the vendor.
- 8.22 BHEL will have nothing to do or be concerned with the employment of employees working for the contractor. The relationship between BHEL and the contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or on employer-employee relationship. Supervision of work shall be done by the contractor / his authorized Supervisor exclusive for this work only.

Date :
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Signature of the Bidder with seal
(Authorized Signatory)

Annexure-T4

GENERAL TERMS & CONDITIONS OF THE 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:

- 1.1 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.
- 1.2 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.
- 1.3 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.
- 1.4 "The Officer-In charge" means, the Officer deputed by the BHEL to supervise the work or part of the work.
- 1.5 "Approved" and "Directed" means, the approval or direction of the respective area HOD or person deputed by him for the particular purposes.
- 1.6 "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 GM / WCM authorised to invite tenders and enter into contract for works on behalf of the Company.
- 1.7 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.
- 1.8 A "week" means, Seven Days, without regard to the number of hours worked or not worked in any day in that week.
- 1.9 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:

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

3. DEVIATIONS:

- 3.1 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:

- 4.1 The Contract shall include all labour which may be required for the execution of the work.
- 4.2 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.

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5. ASSIGNMENT OF TRANSFER OF CONTRACT:

5.1 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:

6.1 The Contractor shall not sublet any portion of the contract.

7. COMPLIANCE TO REGULATIONS AND BYE-LAWS:

7.1 The Contractor shall confirm to the provisions of any statute relating to the work and regulations and Bye- laws of any local authority. The Contractor shall be bound to give all notices required by statutory regulations or by-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

8. EARNEST MONEY DEPOSIT (EMD) & SECURITY DEPOSIT (SD):

8.1 Earnest Money Deposit (EMD):

Tender must be accompanied by Earnest Money for the amount mentioned in tender notice, pledged to BHEL, Trichy in any of the forms mentioned below.

8.1.1 Modes of Deposit:

The EMD shall be accepted only in the following forms:

8.1.1.1 Cash deposit as permissible under the extant Income Tax Act (before tender opening)

8.1.1.2 Electronic Fund Transfer credited in BHEL account (before tender opening)

8.1.1.3 Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer)

8.1.1.4 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)

8.1.1.5 In addition to the above, the EMD amount in excess of ₹ 2,00,000 /- (₹ two lakhs) also acceptable in the form of Bank guarantee from scheduled banks. The bank guarantee in such cases shall be valid for at least six months. (BG Format attached as Annexure-J)

8.1.2 Forfeiture of EMD:

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

8.1.2.1 After opening the Tender, the Tenderer revokes his Tender within the validity period or increase his earlier quoted rates.

8.1.2.2 ii) If only, a part of the work included in the tender has been awarded to the tenderer and the tenderer refuses to take up the work the amount of Earnest Money to be forfeited will be based on the value of the contract so awarded.

8.1.2.3 iii) The Tenderer does not commence the work within the period as per LOI / Contract. In case the LOI / Contract is silent in this regard then within 7 days after award of Contract.

8.1.3 General Terms related to EMD:

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

8.1.3.2 Earnest Money Deposit (EMD) of the successful tenderer will be retained as part of Security deposit. The Earnest Money Deposit (EMD) will be refunded to the unsuccessful tenderers within 15 days of acceptance of the award of work by successful tenderer / expiry of offer validity period.

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8.2 Security deposit (SD):

- 8.2.1 The contractor whose tender has been accepted shall, within seven days of receipt of the notification of acceptance of his tender, should deposit Security deposit @ 5 % of Contract value.
- 8.2.2 EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.

8.2.3 Modes of Deposit:

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

- 8.2.3.1 Cash (as permissible under the extant Income Tax Act) ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
- 8.2.3.2 Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the
- 8.2.3.3 Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
- 8.2.3.4 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)

8.2.4 General Terms related to SD:

- 8.2.4.1 The security Deposit will not carry any interest.
- 8.2.4.2 Security Deposit shall be released to the contractor upon fulfilment of Contractual obligations as per terms of contract.
- 8.2.4.3 BHEL, shall not be responsible for any loss of securities due to liquidation or any other reason whatsoever or any depreciation in the value of the Securities while in their charge or for any loss of interest thereon. NOTE: Acceptance of Security Deposit against Sl. No. (iii),(iv) and (v) above will be subject to hypothecation or endorsement on the documents (Signature of the Branch Manager must be present) in favor of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.
- 8.2.4.4 All compensation or other sums of money payable by the contractor to BHEL under the terms of this contract or under any other contract with BHEL, may be deducted from the Security Deposit or realized by the sale of the securities of from the interest arising there from or from any sums which may be due or may become due to the contractor payable by BHEL, on any account whatsoever against this contract of any other contract with BHEL and in the event of his Security Deposit being reduced by reason of such deductions or sale as aforesaid, the Contractor shall within seven days thereafter make good in cash or in securities endorsed as aforesaid, any sum or sums by which the security Deposit has been so reduced. In case of an Award of a Contract and if the Contractor fails to perform or does not comply with the Performance Evaluation Criteria, the Security Deposit will not be refunded / Bank Guarantee encashed.

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8.2.4.5 The Bank Guarantee shall be kept valid until the due date for refund of Security Deposit.

8.2.4.6 Security Deposit has to be deposited within 7 days of LOI/WO. Else EMD will be forfeited and may also attract the provision of "Suspension of Business dealings with Suppliers/Contractors".

9. GOODS & SERVICE TAX (GST) REGISTRATION & COMPLIANCE

9.1 Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration No (GSTIN) which should be clearly mentioned in the offer. If the dealer is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer. Dealers under composition scheme should declare that he is a composition dealer supported by the screen shot taken from GST portal. The dealer has to submit necessary documents if there is any change in status under GST.

9.2 Supplier shall mention their GSTIN in all their invoices (incl. credit Notes, Debit Notes) and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No. which is linked/uploaded in GSTN network shall be clearly indicated), Billed to party (with GSTIN) & Shipped to party details, item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, Place of Supply etc.

9.3 All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).

9.4 Invoices will be processed only upon completion of statutory requirement and further subject to following:

9.4.1 Vendor declaring such invoice in Form GST ANX-1

9.4.2 Receipt of Goods or Services and Tax invoice by BHEL

9.5 As the continuous uploading of tax invoices in GSTN portal (in GST ANX-1) is available for all (i.e. both Small & Large) tax payers under proposed new GST Return System, all invoices raised on BHEL may be uploaded immediately in GST portal on dispatch of material /rendering of services. The supplier shall ensure availability of Invoice in GST portal before submission of invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's GST ANX-2).

9.6 In case of discrepancy in the data uploaded by the supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month informed by BHEL.

9.7 In cases where invoice details have been uploaded by the vendor but failed to remit the GST amount to GST Department (Form PMT-08 or Form GST RET-01 to be submitted) within stipulated time, then GST paid on the invoices pertaining to the month for which GST return not filed by the vendor will be recovered from the vendor along with the applicable interest (currently 24% p.a) and all subsequent bills of the vendor will not be processed till filing of the GST return by the vendor

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- 9.8 In case GST credit is denied to BHEL due to non-receipt or delayed receipt of goods and/ or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount claimed in the invoice shall be disallowed to the vendor.
- 9.9 Where any GST liability arising on BHEL under Reverse Charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the vendor.
- 9.10 Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contracts. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Tax Invoice will be issued by BHEL indicating the respective supply invoice number.
- 9.11 GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 – Central Tax dated 13.09.2018. GST TDS certificate which will be generated in GST portal subsequent to vendor accepting the TDS deduction in the GST portal, will be issued to the vendor.

10. ORDERS UNDER THE CONTRACT:

- 10.1 All orders, notices etc. to be given under the contract shall be in writing, typescript or printed and if sent by registered post to the address given in the tender of the Contract, shall be deemed to have been served on the date, when in the ordinary course they would have been delivered to him. The Contractor shall carry out without delay all orders given to him.

11. CONTRACTOR'S SUPERVISION:

- 11.1 The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to BHEL Officials.
- 11.2 Orders given to the Contractor's agent shall be considered to have the same force as if they have been given to the Contractor himself.
- 11.3 The Contractor or his accredited agent shall attend when required without making any claim for doing so to the OFFICER-INCHARGE, to receive instructions.
- 11.4 The respective area HOD shall have full powers and without assigning any reason, requires the Contractor to immediately cease to employ in connection with this contract, any agent, servant or employee where continued employment is, in his opinion undesirable. The Contractor shall not be allowed any compensation on this account.

12. PAYMENT TO EMPLOYEES ENGAGED BY THE CONTRACTOR:

- 12.1 The Contractor shall remain liable for the payment of all wages and other payments in connection with the employees engaged by him and with regard to the work.
- 12.2 The Contractor shall comply with the applicable provisions of Payment of Wages Act-1936, Minimum Wages Act-1948, Employees' Liability Act-1938, Employees' Compensation Act-1923, Payment of Bonus, EPF and Miscellaneous Provisions Act-1952, Employees' State Insurance Act-1948 and other relevant Acts and rules framed, thereunder from time to time.
- 12.3 Contractor shall be responsible for making payment of wages within 7 days from the last day of wage period and shall obtain the signature at the end of entries in the wage register from area incharge of contract operating department.

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- 12.4 Contractor should ensure that at least the prevailing minimum wages, as per the rules of Government of Tamil Nadu, which are applicable are paid to his employees only in their respective nationalized bank accounts by means of NEFT/ RTGS/ IMPS.
- 12.5 The contractor should remit the salary/wages of their workmen only through nationalized Bank, directly to the salary/savings account of the employee concerned. monthly clearance will be given in respect of those contractors, only if the salary/wages to the workmen concerned has been remitted in the nationalized bank account of the workmen. The relevant Bank statement/proof for Bank payment should be produced along with PF and ESI challans every month.
- 12.6 No other mode of payment (hand payment / account transfer other than salary or any other) is acceptable as salary.
- 12.7 The contractor should pay the previous month salary in full to our employees before 7th of every month and will not adjust with any advance/ loan /training cost / accommodation cost / repayment due by the employee to us.
- 12.8 If the Contractor employs more than twenty employees, he has to obtain License to this effect from the Factory Inspectorate and renew the same periodically.
- 12.9 The Contractor should follow and comply with Minimum Wages, ESI, PF, Bonus, Group Insurance and other statutory regulations as stipulated in Factories Act and other applicable State / Central Governments' rules & regulations.
- 12.10 Each contract employees must have his own PF and ESI Codes and comply with the relevant Acts.
- 12.11 As per BHEL circular HR-Welfare circular dt 08.04.2014, the following additional wages per month has to be paid by the Contractor over and above minimum wages declared by Tamil

Nadu Government to labors as:

- a) Unskilled : ₹ 3,200/-
- b) Semi-skilled : ₹ 3,700/-
- c) Skilled : ₹ 4,100/-

13. PRECAUTIONS AGAINST RISK:

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

14. DAMAGE & LOSS TO PRIVATE PROPERTY & INJURY TO WORKMEN:

- 14.1 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.

15. LAWS GOVERNING THE CONTRACT:

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

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16. CANCELLATION OF CONTRACT FOR CORRUPT ACTS:

- 16.1 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:

- 16.1.1 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
- 16.1.2 enter into a contract or understanding with any person in BHEL in connection with which commission has been paid or agreed to be paid by him or with his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to BHEL,
- OR
- 16.1.3 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.

17. 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,

- 17.1 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
- 17.2 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
- 17.3 Assigns, Transfers, Sublets or attempts to assign, transfer or sublet any portion of the work.
- 17.4 Whenever BHEL exercises the authority to cancel the contract under these conditions, BHEL may have the work done by any means at the Contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by the respective area HOD) being less than the contract cost, the advantage shall accrue to BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by the respective area HOD or the same shall be recovered from the Contractor by other means.
- 17.5 In case BHEL carries out the work under the provisions of this condition, the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plants and / or labour provided by BHEL

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- 17.6 with an addition of such percentage to cover superintendence and establishment charges as may be decided by the respective area HOD whose decision shall be final and conclusive.
- 17.7 Labour engaged by the contractor should be disciplined & exhibit good behaviour in dealing with employees of BHEL. Any misbehaviour or undesirable conduct of any person engaged by the contractor is reported, contractor shall change that person immediately or else it may even lead to termination of the contract & in such case security deposit will be forfeited as penalty.

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

If the contractor:

- 18.1 makes default in carrying out the work as directed and continues in that state after a reasonable notice from the respective area HOD or his authorized representative:
- 18.2 fails to comply with any of the terms & conditions of the contract or failure to comply orders after reasonable notice in writing with orders properly issued thereunder:
- 18.3 BHEL, May without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the contract as whole or in part thereof or only such work order or items of work in default from the contract. Whenever BHEL exercises the authority to cancel the contract as a whole or part under this condition, BHEL may complete the work at the contractor's risk and cost (as certified by the respective area **HOD** which is final and conclusive) being less than the contract cost, the advantage shall accrue to BHEL. If the cost exceeds the money due to the Contractor under this contract, the Contractor shall either pay the excess amount ordered by the respective area **HOD** or the same shall be recovered from the Contractor by other means. In case BHEL carries out the work or any part thereof under the provisions of the conditions the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or labour provided by BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the respective area **HOD** whose decision shall be final and conclusive.

19. TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR:

- 19.1 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.

20. SPECIAL POWER TO TERMINATION:

- 20.1 If at any time after the award of contract, BHEL shall for any reason whatsoever not require whole or any part of the work to be carried out the respective area HOD shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the foreclosing of the work.

21. RECOVERY FROM CONTRACTOR:

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

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22. POST- TECHNICAL AUDIT OF WORK AND BILLS:

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

23. REFUND OF SECURITY DEPOSIT:

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

24. FORCE MAJEURE CLAUSE:

- 24.1 If, at any time during the continuance of this Contract the performance in whole or in part by either party of any obligations under this Contract shall be prevented or delayed by reason of any War, Hostile acts of the public enemy Civil Commotion, Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, Earthquake etc.) then provided notice of happening of any such event is given by either party to other within 7 days from the date of occurrence thereof neither of the parties shall by reason of such event be entitled to terminate this Contract or claim for damages against the other in respect of such non performance or delay for such period. Performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event, claims for extension of time may be granted for periods considered reasonable by the respective area HOD at his discretion subject to prompt notification by the contractor.

25. ARBITRATION:

- 25.1 Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Tiruchirappalli.
- 25.2 The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.
- 25.3 Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be Tiruchirappalli (the place from which the contract is issued)
- 25.4 The cost of arbitration shall be borne as per the award of the Arbitrator. Subject to the arbitration in terms of Clause above, the Courts at Tiruchirappalli (the place where the Principal Civil Court having ordinary original civil jurisdiction to decide questions forming subject matter of the arbitration is located) shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.

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- 25.5 Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the contract has been terminated by either party in terms of this contract.
- 25.6 In case of contract with Public Sector Enterprises (PSE) or a Government Department, the following shall be applicable
- 25.7 In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred by either Party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India incharge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the Parties to the dispute, provided, however, any Party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the Parties hereto finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

26. 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 25.

27. SECACY OF CONFIDENTIAL INFORMATION:

- 27.1 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.
- 27.2 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.

28. SIGNING OF CONTRACT

- 28.1 Each contract document shall be signed by the Contractor with his usual signature. Contract by partnership or Hindu Joint Family firm, may be signed in the FIRM'S name by the Managing Partner or all /one of the Partners on behalf of the firm or the Karta or Manager for HUF as the case may be. Contract by a Company shall be signed with the name of the Company from a person authorised in this behalf and a Resolution or power of attorney or other satisfactory proof, showing that the person signing the Contract documents on behalf of the Company is duly authorised to do so, shall accompany the contract.

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

Name of Works: SERVICE CONTRACT FOR TUBE CLEANING (INNER SURFACE) OF 700 MWe STEAM GENERATOR AT BHEL-TRICHY

29. FRAUD PREVENTION POLICY

- 29.1 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”.
- 29.2 Fraud Prevention policy and List of Nodal Officers shall be hosted on BHEL website, vendor portals of Units / Regions intranet.

30. SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS / CONTRACTORS:

- 30.1 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”.

31. RISK PURCHASE:

- 31.1 In the event of any successful Tenderer’s failure to fulfil any of the tender / Contract obligations as per Contract / Agreement, BHEL may entrust the job to alternate vendor and get it completed to meet the BHEL requirement and additional expenditure, if any, including consequential cost viz., demurrage etc., will be fully recovered from the Contractor who failed to complete the job in line with the Contract.
- 31.2 The decision of BHEL with regard to the actual losses / consequential expenditure incurred by BHEL shall be final and binding on the Contractor.
- 31.3 The value under Risk purchase clause shall be calculates as follows:

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

Where,

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

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

H = Overhead Factor shall be taken as 5

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

*(Balance scope of work/ supply)

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

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

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

32. NOTICES OF ACCIDENTS

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

33. Preference to Make in India:

- 33.1 "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 it is issued after 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.

Annexure-T5

Pre-Qualification Requirements (PQRs)

IMPORTANT CONDITIONS

The Bidders must comply with all the PQR mentioned below. Noncompliance of any one of the PQR will lead to total rejection of the offer submitted by the bidders, who are not complying with the PQR, in full. All the supporting documents enclosed shall be duly self-attested by the bidder concerned.

All the information furnished / supporting documents enclosed by the bidders will be considered as authentic for evaluation of Bid. If any information furnished / supporting documents attached are subsequently found to be incorrect / fraudulent / forged, at any later date or during the tenure of the Contract, it will be viewed seriously and suitable penal action (viz., delisting, termination of the carrier from Contract, legal action, forfeiture of EMD / SD etc.) will be initiated against such Carriers as per the Rules and Guidelines prevailing in BHEL.

1. EARNEST MONEY DEPOSIT (EMD)

1.1 Earnest Money Deposit (EMD) of ₹ 8,380/- shall be furnished by the bidders.

1.2 The bidder has to submit Earnest Money Deposit (EMD) (as given above) along with their offer. Bidder submitting offer for both the categories has to submit EMD for both the categories.

1.3 The EMD will be accepted only in the following forms:-

1.3.1 Cash deposit as permissible under the extant Income Tax Act (before tender opening).

1.3.2 Electronic Fund Transfer credited in BHEL Account (before tender opening). If EMD deposited online through SBI online website under "SBI Collect", a printout of the e-receipt to be taken & rate schedule number to be written on the receipt, signed by the bidder, and submitted along with tender.

1.3.3 Banker's cheques / Pay Order/ Demand Draft, in favour of BHEL (along with offer). The Demand Drafts, in the form of A/c Payee, shall be drawn from any bank, preferably Nationalized Bank in favour of "Bharat Heavy Electricals Limited, Trichy", payable at Trichy.

1.3.4 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)

1.3.5 In addition to the above, the EMD amount in excess of ₹ 2 Lakhs may also be accepted in the form of Bank Guarantee from Schedules Bank. The Bank Guarantee in such cases shall be valid for at least six months. In such cases the bidder should send a request email to aitr@bhel.in to obtain Bank Guarantee format and for confirmation of BG value & validity.

1.4 Bids submitted without EMD will be rejected out rightly and their offers will not be considered for further evaluation.

1.5 MSE benefits (exemption from EMD) will be provided incase of submission of any of the following:

1.5.1 Valid NSIC Certificate or

1.5.2 Valid UAM certificate (along with latest CA certificate - not older than FY 2018-19) or

1.5.3 EM-II with deemed validity (5 years). If deemed validity of EM-II expired, a latest certificate from CA (not older than FY 2018-19) has to be enclosed along with EM-II.

1.5.4 The above MSE documents must be notarized or attested by a Gazetted officer.

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

Name of Works: SERVICE CONTRACT FOR TUBE CLEANING (INNER SURFACE) OF 700 MWe STEAM GENERATOR AT BHEL-TRICHY

2. ORGANIZATION/FIRM REGISTRATION

2.1 Only registered / licensed companies / firms / proprietors / partnerships, in the field of Transportation, will be eligible for participating in this Tendering Process. Wherever “Companies Act 1956” is applicable the Company shall be registered in line with “Companies Act 1956”.

2.2 **Documents to be submitted:** The details of the registration Documents to be submitted are below:-

SL	Type of Organisation	Documents to be submitted (Self-Attested)
1	Sole Proprietorship	Trade License / GST registration / Auditor's letter
2	Partnership	Registered Partnership Deed and Trade License / GST registration
3	Private Limited Company	Certificate of Registration/Memorandum of Association & Articles of Association
4	Public Limited Company	Certificate of Registration/Memorandum of Association & Articles of Association
5	Public Sector / Govt. org.	Certificate of Registration/Memorandum of Association & Articles of Association

2.3 Unregistered Partnership Firms will not be considered.

2.4 POWER OF ATTORNEY:

3.3.1 The tender documents should be signed by authorized signatory. 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.

3.3.2 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

3.3.3 **Documents to be submitted:** A self-attested copy of the Power of Attorney, in case an individual/authorized signatory other than the sole proprietor signs the tender shall be submitted along with the tenders.

3. WORK EXPERIENCE

3.1 Experience of Execution of work as per scope of work / / similar works related to analytical tests / analysis of materials by engaging manpower with minimum qualification of B.Sc. (Chemistry) / B.Sc. (Physics) with two years of experience of analytical tests / works in any Central / State Govt. / PSU / Private company executed after 31st March, 2012 in any of the following ways.

3.1.1 Three Works/Service contracts each costing not less than the contract value of ₹1.68 Lakhs
OR

3.1.2 Two Works/Service contracts each costing not less than the contract value of ₹2.10 Lakhs
OR

3.1.3 One Works/Service contract costing not less than the contract value of ₹3.35 Lakhs

3.1.4 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.

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

Name of Works: SERVICE CONTRACT FOR TUBE CLEANING (INNER SURFACE) OF 700 MWe STEAM GENERATOR AT BHEL-TRICHY

4. DECLARATION

4.1 Declarations as per Format-1 to be typed on the contractor's Letter Head, duly signed & stamped and to be attached along with your Technical bid of the tender.

5. NO DEVIATION CERTIFICATE.

5.1 The Bidder should furnish and enclose the “No Deviation Certificate” as per Format-2

5.2 No deviation certificate should be submitted in the vendor Letter head (Format attached as annexure-A) with duly signed and stamped as token of acceptance to the scope of work and tender terms and Conditions.

6. PAN

6.1 The bidder should Income Tax Permanent Account Number (PAN) and the self-attested copy of PAN Card shall be enclosed.

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

Name of Works: SERVICE CONTRACT FOR TUBE CLEANING (INNER SURFACE) OF 700 MWe STEAM GENERATOR AT BHEL-TRICHY

**STATEMENT FOR EVALUATION ON PQR
(to be filled in by the Bidder)**

Important: All the points of the statements to be adequately substantiated invariably with documentary proof thereto. Non-compliance of this requirement shall be deemed fit to reject the offers.

A: (Bidders Profile)

1.	Name of the Enterprise/ Company/ Firm.	To be filled in e-procurement portal
2.	Name of Directors / Partners / proprietor of Enterprise/ Company/ Firm	To be filled in e-procurement portal
3.	Registered Address of Enterprise/ Company/ Firm	To be filled in e-procurement portal
4.	Contact Details : Landline /Mobile number:.	To be filled in e-procurement portal
5.	E-mail Address for communication w.r.t tender / award of work.	To be filled in e-procurement portal
6.	Name and Contact details of person for communication related to Tender	To be filled in e-procurement portal
7.	BHEL Vendor Code (If any)	To be filled in e-procurement portal (If vendor code is not available, kindly upload the RTGS Format duly filled and signed as per Annexure-C along with cancelled cheque leaf)
8.	PF Registration (As applicable) To be obtained before start of work if already not registered	To be filled in e-procurement portal (Copy of registration to be attached)
9.	ESI Registration (As applicable) To be obtained before start of work if already not registered	To be filled in e-procurement portal (Copy of registration to be attached)
10.	Labour License (As applicable) To be obtained after award of work and before start of work	To be filled in e-procurement portal (Copy of registration to be attached)

NOTE:

If vendor fails to get PF / ESI /Labour License (As applicable) before start of work, EMD / SD shall be forfeited and penal action shall be taken as per Extant rules of BHEL.

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

Name of Works: SERVICE CONTRACT FOR TUBE CLEANING (INNER SURFACE) OF 700 MWe STEAM GENERATOR AT BHEL-TRICHY

B: Pre- qualification Criteria: Earnest Money Deposit (EMD) & status of firm

1	<p>EMD amount: ₹ 8,380.00/-(Rupees Eight thousand three hundred and eighty only)</p> <p>EMD may be submitted in following ways:</p> <p>i) Electronic fund transfer credited in BHEL account (Before Tender Opening). (Refer Annexure –C for making EMD payment through SBI-E collect)</p> <p>ii) In the form of Cash deposit (Done before tender opening) / Bankers Cheque / Pay order / DD / FDR (Along with offer) drawn in favour of BHEL - Trichy, payable at Trichy issued by Scheduled Bank / Nationalized bank / Consortium banks.</p> <p>EMD in any other form (One Time EMD, BG for full value of EMD etc.) is not acceptable.</p> <p>EMD is waived off based on submission of UAM along with CA Certificate (As per Annexure-I of tender document) issued for latest financial year ending on 31st March 2019/ Valid EM-II with deemed validity of five years from the date of issue of EM-II as on date of technical bid opening / EM-II along with latest CA certificate (As per Annexure-I of tender document) issued for latest financial year ending on 31st March 2019 where deemed validity of five years is expired / Valid NSIC Registration Certificate as on date of technical bid opening / Valid Registration to any other body as specified by ministry of MSME.</p>	<p>DD/ FDR / PAY ORDER DETAILS: AMOUNT: ₹ INST. NO: INST. DATE: ISSUING BANK:</p> <p style="text-align: center;">OR</p> <p>RTGS PAYMENT DETAILS: AMOUNT: ₹ RECEIPT NO: RECEIPT DATE: BANK DETAILS:</p> <p style="text-align: center;">OR</p> <p>MSME / NSIC / SSI REG. DETAILS: REG.NO: REG. DATE: REG. CATEGORY: () MICRO / () SMALL</p>
2	<p>Status of the Enterprise/ Company/ Firm.</p>	<p>Status:..... Reg. No: Reg. Date:</p>
Following documents may be uploaded based on status of Enterprise/ Company/ Firm.		
2.1	Sole Proprietorship	Trade License / GST registration / Auditor's letter
2.2	Partnership	Registered Partnership Deed and (Trade License / GST registration)
2.3	Private Limited Company / Public Limited Company / Public Sector / Govt. Org	Certificate of Registration/Memorandum of Association & Articles of Association
2.4	Others	Relevant document.
<i>Duly filled copy of the above along with supporting document may be uploaded in e-procurement portal.</i>		

Name of Works: SERVICE CONTRACT FOR TUBE CLEANING (INNER SURFACE) OF 700 MWe STEAM GENERATOR AT BHEL-TRICHY

C: Pre- qualification Criteria: Technical competency & Financial soundness

C.1	Work Experience
1	<p>Experience of Execution of work as per scope of work / / similar works related to analytical tests / analysis of materials by engaging manpower with minimum qualification of B.Sc. (Chemistry) / B.Sc. (Physics) with two years of experience of analytical tests / works in any Central / State Govt. / PSU / Private company executed after 31st March, 2012 in any of the following ways.</p> <p>a) Three Works/Service contracts each costing not less than the contract value of ₹1.68 Lakhs OR</p> <p>b) Two Works/Service contracts each costing not less than the contract value of ₹2.10 Lakhs OR</p> <p>c) One Works/Service contract costing not less than the contract value of ₹3.35 Lakhs</p> <p>(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.)</p>
1.1	<p>Details of Work Order /Agreement to be considered against work experience:</p> <p>WO / Agreement Ref No.....Customer:</p> <p>Name of Work:</p> <p>Contract Value: Contract Period:</p> <p>WO / Agreement copy: () Enclosed / () Not Enclosed</p> <p>Form 26AS/ TDS certificate / Bank statement for payment received from customer against the above contract () Enclosed / () Not applicable for BHEL Work orders.</p>
1.2	<p>Details of Work Order /Agreement to be considered against work experience:</p> <p>WO / Agreement Ref No.....Customer:</p> <p>Name of Work:</p> <p>Contract Value: Contract Period:</p> <p>WO / Agreement copy: () Enclosed / () Not Enclosed</p> <p>Form 26AS/ TDS certificate / Bank statement for payment received from customer against the above contract () Enclosed / () Not applicable for BHEL Work orders.</p>

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

Name of Works: SERVICE CONTRACT FOR TUBE CLEANING (INNER SURFACE) OF 700 MWe STEAM GENERATOR AT BHEL-TRICHY

1.3	Details of Work Order /Agreement to be considered against work experience:	
	WO / Agreement Ref No.....Customer:	
	Name of Work:	
	Contract Value:	Contract Period:
	WO / Agreement copy: () Enclosed / () Not Enclosed Form 26AS/ TDS certificate / Bank statement for payment received from customer against the above contract () Enclosed / () Not applicable for BHEL Work orders.	
<i>Duly filled copy of the above along with supporting document may be uploaded in e-procurement portal.</i>		

D: Pre- qualification Criteria: Statutory requirements & acceptance to Tender terms & conditions

1	Income Tax Registration (PAN) (Documentary evidence to be enclosed)	PAN: Copy of Income Tax Registration <input type="checkbox"/> Enclosed / <input type="checkbox"/> Not enclosed
2	Goods and Service Tax (GST) Registration (If any specific exemption is available, a declaration with due supporting documents need to be furnished for considering the offer)	GST No: Copy of Goods and Service Tax (GST)Registration <input type="checkbox"/> Enclosed / <input type="checkbox"/> Not enclosed / <input type="checkbox"/> Exempted
3	Duly signed and Sealed copy of “ Declaration ” “ No deviation certificate ” in letterhead as per enclosed Annexure-A & B of tender document in Enterprise/ Company/ Firm letterhead.	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not enclosed
4	Details of Schedules of BOQ / Price bid for which vendor has submitted offer.	Sch. No.1 : <input type="checkbox"/> Quoted / <input type="checkbox"/> Not Quoted Sch. No.2 : <input type="checkbox"/> Quoted / <input type="checkbox"/> Not Quoted
5	Applicable GST % against the scope of work	_____% GST (Vendor to confirm)
<i>Duly filled copy of the above along with supporting document may be uploaded in e-procurement portal.</i>		

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

Name of Works: SERVICE CONTRACT FOR TUBE CLEANING (INNER SURFACE) OF 700 MWe STEAM GENERATOR AT BHEL-TRICHY

CHECK LIST FOR SUBMISSION OF OFFER

Sl. No	Description	Remarks
1	Details of Earnest Money Deposit amount of ₹8,380.00/- (Rupees Eight thousand three hundred and eighty only).	<input type="checkbox"/> uploaded / <input type="checkbox"/> Not uploaded
2	Details and documentary evidence for Part-I: Technical Bid to meet the pre-qualification criteria as per following details.	<input type="checkbox"/> uploaded / <input type="checkbox"/> Not uploaded
2.1	Copy of documentary evidence in support of Status of the Enterprise/ Company/ Firm as indicated in pre-qualification criteria.	<input type="checkbox"/> uploaded / <input type="checkbox"/> Not uploaded
2.2	Copy of documentary evidence for Experience of execution of works as per scope of work / similar works related to analytical tests / analysis of materials by engaging manpower with minimum qualification of B.Sc (Chemistry) / B.Sc (Physics) with two years of experience of analytical tests / works in any Central / State Govt. / PSU / Private company executed after 31st March, 2012 as per C: "Pre- qualification Criteria: Technical competency & Financial soundness" of technical bid.	<input type="checkbox"/> uploaded / <input type="checkbox"/> Not uploaded
2.3	Copy of Income Tax Registration (PAN)	<input type="checkbox"/> uploaded / <input type="checkbox"/> Not uploaded
2.4	Copy of Goods and Service Tax (GST) Registration Document	<input type="checkbox"/> uploaded / <input type="checkbox"/> Not uploaded
2.5	Duly signed and Sealed copy of " Declaration " and " No Deviation Certificate " in letterhead as per enclosed Annexure-A & B of tender document	<input type="checkbox"/> uploaded / <input type="checkbox"/> Not uploaded
3	Rates quoted as per Price bid format available on e-portal.	<input type="checkbox"/> Quoted as per tender format / <input type="checkbox"/> Not Quoted as per tender
4	All the information and relevant documents as asked in tender.	<input type="checkbox"/> uploaded / <input type="checkbox"/> Not uploaded
Note: Bidders are requested to submit documents to meet the pre-qualification criteria of tender only. Additional documents not relevant to tender pre-qualification criteria / tender need not be enclosed along with the offer		

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

Name of Works: SERVICE CONTRACT FOR TUBE CLEANING (INNER SURFACE) OF 700 MWe STEAM GENERATOR AT BHEL-TRICHY

Format-1 (Declaration)

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

DECLARATION

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

1. We do hereby confirm that we will pay (i) at least the minimum wages (minimum basic wages + minimum DA) to all the persons engaged (Un Skilled / Semi Skilled / Skilled /Supervisor category) by us in the above contract as per the Tamilnadu Government Minimum Wages Act - 1948 & also as per any revisions made by the State Govt. from time to time and (ii) Additional Wages as per HR / BHEL circular ref: BHE: HR: W: EW dt 08.04.2014 and (iii) Bonus as per the Bonus Act-1965 along with Wage.
2. ESI, PF & Bonus (both Employer and Employee contributions) amounts are to be remitted for total wages to be paid as mentioned in (i) & (ii) of point 1 and challans to be produced along with invoices for all the respective persons engaged in the above contract.
3. The rates quoted in this tender will remain firm throughout the entire Contract period and no extra payment against service charges will be claimed from BHEL under any circumstances from our end.
4. We, the contractor, will disburse the salary/wages to all the persons engaged in the contract ONLY through nationalized banking channel in their respective accounts & the relevant Bank statement / proof for Bank payment will also be produced along with PF and ESI challans to the Welfare Section every month for processing our invoices for payment.
5. We will pay the previous month salary in full to our employees before 7th of every month and will not adjust with any advance/ loan /training cost / accommodation cost / repayment due by the employee to us.
6. All the payments to the persons engaged in the contract will be paid only through nationalized bank. No other mode of payment (hand payment / account transfer as advance payment or any other) is acceptable as salary.
7. We will pay the following additional wages (As per BHEL circular HR-Welfare circular dt 08.04.2014) per month over and above minimum wages declared by Tamil Nadu Government to labors : a) Unskilled: ₹ 3,200/-, b) Semi-skilled: ₹ 3,700/- and c) Skilled : ₹ 4,100/-
8. In case we fail to pay the minimum wages to all the persons engaged in the contract which includes Minimum wages and Additional wages with ESI and PF (both Employee and Employer contributions) for every month including Bonus, BHEL has the right to recover from the outstanding payments to us either under this Contract or in any other Contract(s) or from Security Deposit or from both. In case this amount is insufficient for such recoveries, we shall make good the balance amount by actual payment. In addition, BHEL, Trichy may recover the said amounts through other running contracts from BHEL's sister units.
9. We also confirm to all the Terms & Conditions as per your above referred Enquiry & as per our offer submitted against the same.
10. We also declare that, we have not been suspended or black listed or issued with Show Cause Notice by BHEL Trichy-14 or any other BHEL Unit or any PSU/ Government organization
11. confirm that none of its group concern or affiliates etc., appears on the list of banned firms / companies by BHEL (list available on www.bhel.com) nor any of the Director / Partner / proprietor of bidder / such group concern or affiliate etc. are involved with such company.
12. Confirm that other than the bidder, none of its group concerns or affiliates etc. are participating in the tender either directly or indirectly through any other agency under same proprietor / common director(s) / common partner(s).
13. We will obtain and submit Labour License (As applicable), PF and ESI Registration within 30 days from award of work.

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

Name of Works: SERVICE CONTRACT FOR TUBE CLEANING (INNER SURFACE) OF 700 MWe STEAM GENERATOR AT BHEL-TRICHY

Format-2 (No Deviation Certificate)

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

I/We M/s.

.....
have read and clearly understood all the Terms and conditions in Tender Schedule of and accordingly accept the same without any deviation what so ever.

- I/ We unconditionally agree to all the tender conditions and no new conditions are imposed by us in the technical / price bid. I understand in the event of imposing any condition in the technical / price bid, such condition would be ignored by BHEL and only the prices will be considered for the purpose of evaluation”*
- I/ We confirm that none of our group concern or affiliates etc., appears on the list of banned firms / companies by BHEL (list available on www.bhel.com) nor any of the Director / Partner / proprietor of bidder / such group concern or affiliate etc. are involved with such company.*
- I/ We also declare that, we have not been suspended or black listed or issued with Show Cause Notice by BHEL- Trichy or any other BHEL Unit or any PSU/ Government organization.*
- I/ We confirm that other than us, none of our group concerns or affiliates etc. are participating in the tender either directly or indirectly through any other agency under same proprietor / common director(s) / common partner(s).*
- I/ We confirm that if any of the above statement / information furnished by us in this tender is found to be false/ fake at any stage of tender evaluation or during execution of contract, BHEL will have the right to initiate appropriate action including legal proceeds / termination of contract, recovery of damages, penalties etc. as deemed fit.*

(Contractor Signature with Seal)

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

Name of Works: SERVICE CONTRACT FOR TUBE CLEANING (INNER SURFACE) OF 700 MWe STEAM GENERATOR AT BHEL-TRICHY

To THE PURCHASE/CONTRACT EXECUTING AGENCY/BHEL ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS TRANSFER

1	NAME & ADDRESS OF THE SUPPLIER / SUBCONTRACTOR	
2	VENDOR CODE assigned by BHEL	
	<u>Details of Bank Account:</u>	
3	NAME & ADDRESS OF THE BANK	
4	NAME OF THE BRANCH	
5	BRANCH CODE	
6	MICR CODE	
7	ACCOUNT NUMBER	
8	TYPE OF ACCOUNT	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 the 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:

DATE:

(Manager / Officer's)
Signature Under Bank stamp and Name Seal
With Membership No.
(Telephone / Mobile No. _____)

Forwarded to Accounts Dept. We confirm the above details are verified with the records available with us.

Signature of the BHEL Executive with Name Seal (Operating the Contract/Services)

Date :

Place:

Signature of the Bidder with seal
(Authorized Signatory)

EMD PAYMENT WIDE E-COLLECT

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

STEP BY STEP PROCEDURE:

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

1. Select State Bank Collect available on the top (pre login page)
2. Accept the terms and conditions and click "PROCEED" 3. Select State "TAMILNADU "and Institution type "INDUSTRY ".
4. Select "BHEL TRICHY under "INDUSTRY".
5. In the next page, Select APPROPRIATE category, fill details correctly & click "SUBMIT".
6. If all details entered are correctly populated, click "CONFIRM "to proceed.
7. Make payment as per your convenience. (Options available are payment of fees through SBI Net Banking, State Bank ATM cum Debit Cards / Other Bank Debit / Credit Cards and through SBI Branches).
8. SAVE & Keep the copy of receipt for future reference.

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

(PLEASE CHECK THE STATUS BEFORE MAKING PAYMENT SECOND TIME)

1. Login to www.onlinesbi.com
2. Select State Bank Collect available on the top (pre login page)
3. Accept the terms and conditions and click "PROCEED"
4. Select "PAYMENT HISTORY "option available on the left side of screen.
5. Using two options as mentioned below , you can get the receipt :
 - a. Type the same Date of Birth, Mobile Number which you have entered at the time of making payment through SB collect. Select the date range and submit.
 - b. It you know the payment reference number, then enter the Reference number (DU...) along with anyone information (Date of Birth / Mobile number, which you have entered at the time of making payment). Select the date range and submit.
6. In the next page, take print out of receipt.

PART-II

Price Bid

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

Name of Works: SERVICE CONTRACT FOR TUBE CLEANING (INNER SURFACE) OF 700 MWe STEAM GENERATOR AT BHEL-TRICHY

Annexure-P1

Price bid – Online

Sl. No	Description of Test	UOM	Approx .Qty	Rate (₹) (₹/ UOM)	Amount (₹)
A.	Water Chemistry & Fuel Testing				
1	Coal related samples Testing	No.	35	To be filled by bidder in e-procurement portal under Price Bid.	Total value for item-1 (Shall be calculated by multiplying unit rate and approx. quantity)
2	Ash related samples Testing	No.	35	To be filled by bidder in e-procurement portal under Price Bid.	Total value for item-2 (Shall be calculated by multiplying unit rate and approx. quantity)
3	Water /Deposit /Inhibitor related samples Testing	No.	50	To be filled by bidder in e-procurement portal under Price Bid.	Total value for item-3 (Shall be calculated by multiplying unit rate and approx. quantity)
Total value excluding GST (₹)(A)					Total value for Schedule-A (Shall be calculated by adding the total value of all items of schedule)
B	Chemical Testing				
1	Paint related Testing	No.	125	To be filled by bidder in e-procurement portal under Price Bid.	Total value for item-1 (Shall be calculated by multiplying unit rate and approx. quantity)
2	Metal related Testing	No.	55	To be filled by bidder in e-procurement portal under Price Bid.	Total value for item-2 (Shall be calculated by multiplying unit rate and approx. quantity)
3	Wood related Testing & SHOP Testing	No.	600	To be filled by bidder in e-procurement portal under Price Bid.	Total value for item-3 (Shall be calculated by multiplying unit rate and approx. quantity)
Total value excluding GST (₹)(B)					Total value for Schedule-B (Shall be calculated by adding the total value of all items of schedule)

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)

Name of Works: SERVICE CONTRACT FOR TUBE CLEANING (INNER SURFACE) OF 700 MWe STEAM GENERATOR AT BHEL-TRICHY

Sl. No	Description of Test	UOM	Approx .Qty	Rate (₹) (₹/ UOM)	Amount (₹)
C	Metallurgical & Mechanical Testing				
1	Bend, Flattening or flaring Test	No.	1200	To be filled by bidder in e-procurement portal under Price Bid.	Total value for item-1 (Shall be calculated by multiplying unit rate and approx. quantity)
2	Hardness Test	No.	2400	To be filled by bidder in e-procurement portal under Price Bid.	Total value for item-2 (Shall be calculated by multiplying unit rate and approx. quantity)
3	IGCT / SCC Test	No.	55	To be filled by bidder in e-procurement portal under Price Bid.	Total value for item-3 (Shall be calculated by multiplying unit rate and approx. quantity)
4	Metallography Specimen Preparation	No.	950	To be filled by bidder in e-procurement portal under Price Bid.	Total value for item-4 (Shall be calculated by multiplying unit rate and approx. quantity)
Total value excluding GST (₹)(C)					Total value for Schedule-C (Shall be calculated by adding the total value of all items of schedule)
Total value excluding GST (₹)(A+B+C)					Total value for Schedule-A, B and C (Shall be calculated by adding the total value of all schedules)
Goods & Services Tax (GST) @ % (₹)					Shall be calculated based on GST % quoted by vendor in technical bid.

Date :
Place:

Signature of the Bidder with seal
(Authorized Signatory)