



**Bharat Heavy Electricals Limited**  
**Heavy Electrical Equipment Plant, Haridwar-249403**  
**Works Engineering & Services**  
**Works Contract Section**

**Tender Document**

**Name of Work:** Two year AMC of 02 nos of HP Z820 Work Station  
**Tender Enquiry No.:** BHEL/HEEP/WEX-WCS/19-20/5129/20190050 DT 29.05.2019  
**Due date of Tender Opening:** 21.06.2019  
**Type of Bid:** Two Part

**Place of Submission of Tender / Bid:**

***"Tender Room, Purchase Deptt., 4<sup>th</sup> floor,  
Main Administrative Building, HEEP  
BHEL Haridwar-249403 (Uttarakhand)"***

Contact Person: Manish Kumar, Dy.Manager

Contact Address: WCS, ADM-4, BHEL (HEEP), Haridwar-249403

Email: [tenzin\\_n@bhel.in](mailto:tenzin_n@bhel.in) : [omanish@bhel.in](mailto:omanish@bhel.in), [ppaul@bhel.in](mailto:ppaul@bhel.in)

Phone: 01334-28-1932/1176; Fax: 01334-226460

**Document downloaded from [www.bhel.com](http://www.bhel.com)/[www.bhelhwr.co.in](http://www.bhelhwr.co.in)**

**Note:** All corrigenda / addenda / amendments / time extensions / clarifications, etc. to the tender will be hosted on our website i.e. [www.bhel.com](http://www.bhel.com)/[www.bhelhwr.co.in](http://www.bhelhwr.co.in) only and will not be published in any other media. Bidders should regularly visit above website to keep themselves updated.

I/We agree with the above

Signature of Bidder/Contractor with Stamp

## **Details of Tender Document**

The Tender document has been detailed as follows:

### **Part-I (TECHNO-COMMERCIAL BID)**

1. Notice Inviting Tender (NIT)
2. Details of Bid & Bidder (To be filled by bidder)
3. General Instructions to Tenderer
4. General Terms & Conditions of Tender
5. Annexure-I (Pre-Qualification Criteria)
6. Annexure-II (Item Configuration)
7. Annexure III (TERMS AND CONDITIONS)
8. Un-price Price Bid
9. Annexure V (NO DEVIATION CERTIFICATE)
10. Annexure-X
11. Check List

### **Part-II (PRICE BID)**

1. PRICE BID (Annexure IV)

I/We agree with the above

Signature of Bidder/Contractor with Stamp



**NOTICE FOR TENDER (NIT)**

BHARAT HEAVY ELECTRICAL LIMITED  
 HEEP, Haridwar-249403 (UTTARAKHAND)

Name of Dept	Works Engineering & Services (Works Contract Section)		
Phone	01334-281932	Fax	01334-226460
Email Address	<a href="mailto:omanish@bhel.in">omanish@bhel.in</a> ; <a href="mailto:ppaul@bhel.in">ppaul@bhel.in</a> ; <a href="mailto:tenzin_n@bhel.in">tenzin_n@bhel.in</a>		
Contact Person	Manish Kumar		
NIT Key.	20190050	Dated	29.05.2019
NIT No.	BHEL/HEEP/WEX-WCS/19-20/5129/20190050 DT 29.05.2019		
<a href="http://www.bhel.com">NIT No. on www.bhel.com</a>			
<a href="http://www.bhelhwr.co.in">NIT No. on www.bhelhwr.co.in</a>			
Type Of Tender	Open		
#Tender Cost (in INR)	200 (Inclusive of Taxes) & NIL for tender downloaded from website		
EMD ( in INR )	Rs. 1632/-		
Period of completion of work	24 Months		
Two Part Bid /single bid	Two Part Bid		
NIT Value (in Rs.)	Rs. 81600/- + GST extra as applicable		
Last Date of Sale of Tender	20.06.2019	Time :	03:30PM
Last Date of submission of Tender	21.06.2019	Time :	01:45PM
* Date and Time for opening of Technical Bid	21.06.2019	Time :	02:00PM
Place Of submission of Tender	<b>Tender Room, Purchase Deptt., 4th floor, Main Administrative Building, BHEL , HEEP, Haridwar-249403 (Uttarakhand)</b>		

\* In case of two part bid, date of opening of Tender means the date of opening of Techno-commercial bid. However date of opening of price bid shall be intimated to technically qualified parties. If the due date of tender opening happens to be a holiday, the tenders will be opened on the next working Tuesday/Friday.

# Tender cost & EMD shall be submitted either in form of cash receipt issued by cash section, BHEL, HEEP, Haridwar (subject to provision of Income tax act) or Demand draft issued by any nationalised bank in favour of Sr. Accounts Officer (Cash), BHEL, HEEP, Haridwar separately in two different envelopes superscribed as Tender cost and EMD respectively. However Tender cost is non-refundable. **Tender fee & EMD shall be exempted subject to submission of valid MSME/EM-II/NSIC Certificate (self-attested with stamped) and Tender Fee shall be exempted for tender documents downloaded from website.**

**Name of Work:** "Two year AMC of 02 nos of HP Z820 Work Station".

Contracting Executive Name: Manish Kumar

Date:

- BHEL reserves the right to accept or reject any/ all application(s) without assigning any reason thereof.
- If any document submitted by tenderer found false at any stage, the tender/ work order will be cancelled immediately and the financial loss to BHEL if any in making alternative arrangement will be recovered from the contractor.
- BHEL will not be responsible for the loss or delay of tenders in transit in any case.
- All further corrigenda, addenda, amendments, time extensions, clarifications & etc. to the tender, if any shall only be notified on BHEL websites ([www.bhel.com](http://www.bhel.com) / [www.bhelhwr.co.in](http://www.bhelhwr.co.in)) as applicable.
- For detailed instructions/information refer the tender document on BHEL website.

I/We agree with the above

Signature of Bidder/Contractor with Stamp

**Details of Bid & Bidder (To be filled by bidder)**

(a) Bidder Offer No.: \_\_\_\_\_ Date: \_\_\_\_\_

(b) Legal Name of the bidder as in GST registration: \_\_\_\_\_

(c) GST registration No. \_\_\_\_\_

(d) State \_\_\_\_\_

(e) Place of business \_\_\_\_\_

(f) Category of registration under GST (i.e. Registered dealer / Unregistered dealer/ dealer opted for Composition Scheme):  
\_\_\_\_\_

(g) Address of the Bidder: \_\_\_\_\_  
\_\_\_\_\_

**PIN code:** \_\_\_\_\_

(h) Contact No. of the Bidder: \_\_\_\_\_

(i) Email ID of Bidder: \_\_\_\_\_

I/We agree with the above

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## **General Instructions to Tenderer**

The Contractors who wish to participate should **go through the Tender documents thoroughly** and plan well before quoting, to ensure that the Tender process is not aborted / vitiated, due to their reasons.

### **1.0 Quoting & Signing the Tender**

- a. Before Quoting the tenderers are advised to inspect the site of work and its environments and be well acquainted with the actual working and other relevant conditions, position of materials and labor. Tenderers are also requested to go through General -Terms & conditions, Special -Terms & conditions of tender, Scope of work, Technical Terms & Conditions, drawings and specifications and all other documents which form part of the agreement to be entered into.
- b. While quoting the rate, the tenderer is advised to take into account the likely expenditure, taxes what so ever, etc. during the operation of the Contract period from the date of commencement of work as directed by BHEL.
- c. While quoting the rates the tenderer is advised to take into account all factors including any fluctuations in market rates. No claim will be entertained on this account after acceptance of the tender or during the execution of the contract.
- d. All entries in Tender documents shall be clearly written in one ink or typed. All the corrections / cancellations / insertions, if any, shall be duly attested by the Bidders concerned.
- e. Rates should be quoted as per the Price Bid. Rates quoted in any other form will not be accepted and will be rejected.
  - a) If, in the price structure quoted for the required goods / services / works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
  - b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
  - c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of e(a) and e(b) above.
  - d) If there is such discrepancy in an offer, the same shall 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.
- f. The Bidder shall fill in all the required particulars of the Tender documents and also sign & Stamp on each and every page of the Tender documents (Techno-Commercial Bid, Price Bids, Terms & Conditions etc.) including corrigendum & the drawing attached there to while submitting their tender.
- g. Should a Bidder find discrepancies or omissions in the Tender documents or should there any doubt as to their meaning, he should at once address the authority inviting the Tender, for clarification well before the due date, so as to submit his Tender in time.
- h. Every endeavor is made to avoid any error which can materially affect the basis of the tender but the successful tenderer shall take upon himself to provide for the risk or any error which may be subsequently discovered and shall make no subsequent claim on account thereof.

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- i. Tenders not in accordance with the Tender conditions herein contained and the Tenders not in original ARE LIABLE TO BE REJECTED
- j. If a Bidder deliberately gives wrong information in his Tender or creates conditions favorable for the acceptance of his Tender, BHEL WILL REJECT SUCH TENDER AT ANY STAGE.
- k. Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
- l. Canvassing in any form, in connection with the Tender is strictly prohibited and such Tenders are bound to be rejected. All information furnished is taken to be authentic by the bidder for evaluation of Tender priorities. Should any information found to be incorrect subsequently, at any later stage, the Tender / Contract shall be rejected / terminated and the / action as per BHEL Policy, rules & prevailing Guidelines shall be taken.
- m. Should a Bidder'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 Haridwar, 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.
- n. The Tender schedule and the Tender shall be deemed to form an integral part of the Contract to be entered into for this work.
- o. Tenders are to be submitted in **Tender Room, Purchase Deptt., 4<sup>th</sup> floor , Main Administrative Building, BHEL, HEEP, Haridwar-249403 (Uttarakhand)** upto 01:45 PM on the date of tender opening. BHEL will not be responsible for any consequences that may arise leading to delay in submission of tender/bid.
- p. Late and Delayed Tenders shall be rejected.
- q. In case of Limited Tender Enquiry if you are not interested to submit the offer, please send a letter specifying the same.
- r. Price bid should not be enclosed along with the techno commercial bid and other documents in the same cover/envelope. The price bids have to be given category wise in a sealed cover and the entire lot of price bid sealed covers will have to be kept in a separate large cover, duly sealed.  
**ALL THE REQUIRED DOCUMENTS SHALL BE FILLED IN THE SAME SERIAL ORDER AS PER THE FORMAT / COLUMN OF THE "TECHNO-COMMERCIAL BID". ALL THE PAGES SHALL BE SERIALY NUMBERED ON THE RIGHT HAND SIDE TOP CORNER. PAGE NUMBERS AND DETAILS OF THE CONCERNED DOCUMENTS ALSO SHALL BE FILLED IN "TECHNO- COMMERCIAL BID" IN THE BOXES PROVIDED. ALL THE PAGES OF TENDER DOCUMENTS ARE TO BE DULY SIGNED AND STAMPED BY THE BIDDER.**
- s. All the envelopes shall be super-scribed with Name of work, NIT No. & Date of Tender Opening with the Name & Complete address of the bidder.
- t. The envelope Containing Price Bid shall additionally be super-scribed as "PRICE BID" and the envelope containing Techno-commercial bid shall be additionally super-scribed with "TECHNO-COMMERCIAL BID"
- u. Tender Fees & EMD or Proof related to exemption as required as per Terms & Conditions of Tender shall be kept in Techno-commercial bid envelope.
- v. ***The contractor must ink sign and stamp on each page of tender document including supporting documents submitted with tender.***
- w. The annual maintenance and service contract shall be governed as per the BHEL Works policy, Rules & General conditions of the contract.
- x. Bidders shall enclose the certificate of satisfactory performance, from previous customer in the Techno-Commercial Bid envelope, along-with the tender

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documents in support of their claim of having minimum experience of similar works.

- y. Vendor shall ensure meeting all statutory obligations as applicable during the contract period.
- z. Deviation from any of the specified requirements should be clearly brought out on a separate sheet titled as deviation. In case of no deviation a "**NO DEVIATION STATEMENT**" shall be submitted with the tender (Techno-commercial offer).

## **2.0 Signing the Tender**

- a. The Tender shall be signed by the Authorized Signatory Only.
- b. Authorized signatory shall be the Proprietor.
- c. In case the Bidder is a Partnership Firm under Partnership Act, the Tender shall be signed by all the Partners of the firm or by Partner having authority to sign on behalf of all other partners. Copy of the authority should be enclosed.
- d. In case the Bidder is a company, authorized signatory of the company. Copy of the authority will have to be enclosed.
- e. In case of Power of Attorney (POA).A copy of the Power of Attorney, duly attested by the issuer shall accompany the tender.
- f. If the POA is revoked during the existence of the contract, it shall be the responsibility of the of the issuer to inform the same to BHEL. The issuer shall remain bound by the acts committed under the POA till the date of such information to BHEL.

## **3.0 Date / Time for opening of Tender**

- a. Sealed covers so received will be opened at **Tender Room, Purchase Deptt., 4<sup>th</sup> floor , Main Administrative Building, BHEL, HEEP, Haridwar-249403 (Uttarakhand)** at 02:00 PM on the same day of due date of tender submission as per NIT (Notice inviting Tender) in the presence of the Bidders or their Authorised Representatives who may choose to witness the same.
- b. The Techno Commercial bids only will be opened in case of two part bid.
- c. In case of two part bid, **The Price BIDS** of bidders, who are technically qualified will be opened later. The date & time of price bid opening will be informed to the technically qualified Bidders.

## **4.0 Witnessing the Tender opening**

- a. The representative of the Bidder may choose to witness the Tender opening and have to produce the Authorization Letter in the tender room, before opening of the Tender. The representatives without Authorization Letter will not be allowed to participate in the Tender opening.
- b. Only one representative from one bidder will be allowed to participate in the Tender opening.

## **5.0 Quoting**

- a. Quoting best rate and the sanctity of the L1 status.
- b. Quoting the lowest best rate is a must against this Tender. However, bidders are required to understand that the lowest rate offered by them or accepted by them, as the case may be, should be honoured throughout the period of the Contract.

## **6.0 Participation**

The Parties who have been suspended or black listed or banned by BHEL HEEP, Haridwar or any other BHEL Unit will not be allowed to participate in **the Tender** and the bidder should declare the same in the Tender. Even during the course of

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evaluation / finalization of Tender if it is found that some of the parties are black listed / barred from business transactions / under business hold, BHEL will reject their offer.

**7.0 Validity of Offers:**

The rates quoted shall be valid for acceptance for a minimum period of 120 days from the date of tender opening. Withdrawal of Tender or increasing the rates during this validity period is not allowed. Date of tender opening shall be date of opening of Techno-commercial bid.

**8.0 Address for sending the offer:**

The offer should be sent to address as below well in advance so that it reaches before or on due date and time through registered post or in person.

*In charge, Tender Room, Purchase Dept., 4<sup>th</sup> floor, Main Administrative Building, BHEL, HEEP, Haridwar-249403 (Uttarakhand).*

**Note:**

- 1. In case of any ambiguity between any clause of "General Terms & Conditions" and "Special Terms & Conditions, Scope of Work, Technical Terms & Conditions and Bill of Quantity" the clause of "Special Terms & Conditions, Scope of Work, Technical Terms & Conditions and Bill of Quantity" shall prevail.**

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## **General Terms & Conditions of Tender**

### **1. Definitions**

In these general conditions of contract the following terms shall have the meaning hereby assigned to them except where the context otherwise requires:-

- (a) "**THE CONTRACT**" shall mean the notice inviting the tender and acceptance thereof and the formal agreement if any, executed between the Bharat Heavy Electricals Ltd., Heavy Electrical Equipment Plant, Haridwar and the contractor together with the documents referred to there in including these conditions, and any special conditions, specifications, designs, drawings etc. All these documents taken shall be deemed to form one contract and shall be complementary to one another.
- (b) The "**TENDER DOCUMENT**" means the form of tender as applicable with General and Special Conditions of contract, and the specifications and/or drawings as given to contractors for the purpose of preparing their tender including "Notice Inviting Tender".
- (c) The "**WORK**" means the work described in the tender documents in individual work order and/ or accompanying drawings and specifications as may be issued from time to time to the contractor by the Engineer-In-Charge in writing the power conferred upon them, including all modifications or additional works and obligations to be carried out either at the site or in factory, workshop or any other place as may be essentially required for the performance of the work.
- (d) The "**SITE**" means the land and/ or other place on into or through which the work is to be executed under the contract or any adjacent land, part or structure which may be allotted to or used for the purpose of carrying out the contract.
- (e) The "**CONTRACTOR**" shall mean the individual of firm or company whether incorporated or not, undertaking the work and shall include legal representatives of such individual or persons composing such firm or incorporated company or successors of such person, firms or company as the case may be and permitted assignee of such individual or firm or company.
- (f) The abbreviations" Engr/Sr. Engineer / Dy.Mgr/ Mgr./ Sr.Mgr/ DGM/ Sr.DGM" means Engineer/ Senior Engineer/ Deputy Manager/ Manager/ Senior Manager/ Deputy General Manager/ Sr.Dy.General Manager respectively who will direct the contract.
- (g) The "**ENGINEER-IN-CHARGE**" means the Engineer/ Sr.Engineer or any other executive deputed by BHEL to supervise the work or part of the work on behalf of the First Party.
- (h) Accepting authority: As per BHEL Delegation of Power
- (i) "APPROVED" means the approval of directions of the Engineer/ Sr.Engineer or any other executive or person deputed by them for the particular purpose.

BHEL means the Bharat Heavy Electricals Limited/ HEEP plant of the said Company at Ranipur, Hardwar.

- (j) The "**CONTRACT SUM**" means the sum accepted or the sum calculated in accordance with the prices accepted in tender and/ or the Contract rate as applicable to the contractor for the entire execution and full completion of the work.
- (k) The "**FINAL SUM**" means the actual amount payable under the contract by BHEL to the contractor for the entire execution and full completion of the work.
- (l) The "**TIME OF COMPLETION**" is the date or dates for completion of the work or any part of the work as set out in or ascertained in accordance with the individual work or the tender documents or any subsequent amendments thereto.

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- (m) A "**WEEK**" means seven days without regard to the number of hours worked in any day in that week.
- (n) A "**DAY**" shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- (o) A "**WORK DAY**" means day other than that prescribed by the Negotiable Instruments Act, as being a holiday and consists of the number of hours of labour as commonly recognized by good employers in the trade, in the district where the work is carried out or as laid in the BHEL Rules and Regulations.
- (p) "**DEVIATION ORDER**" means any order given by the Engineer-In-Charge to effect an alteration, addition or deduction, which does not radically affect the scope and nature of the contract.
- (q) "**EMERGENCY WORK**" means any urgent measures which in the opinion of the Engineer-In-Charge become necessary during the progress of the work to obviate any risk of accident or failure or which become necessary for security.
- (r) "**PROVISIONAL SUM**" or "**PROVISIONAL LUMP SUM**" means a lump sum included by the BHEL in the work for which details are not available at the time of inviting tender.
- (s) "**PROVISIONAL ITEMS**" means items for which approximate quantities have been included in the tender documents.

## 2. Earnest Money Deposit

- (a) Vendor is required to deposit the EMD as specified in NIT.
- (b) EMD shall not carry any interest.
- (c) Modes of deposit:  
The EMD may be accepted only in the following forms:
  - (i) Cash deposit as permissible under the extant Income Tax Act (before tender opening)
  - (ii) Electronic Fund Transfer credited in BHEL account (before tender opening)
  - (iii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer)
  - (iv) 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)**

In addition to above, the EMD amount in excess of Rs. Two Lakh may also be accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for at least six months.

- (d) Forfeiture of EMD  
EMD by the Tenderer will be forfeited as per NIT conditions, if:
  - i) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
  - ii) The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.
- (e) EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.
- (f) EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of award of work.
- (g) EMD of successful tenderer will be retained as part of Security Deposit.
- (h) EMD deposited in any modes other than specified at (c) above shall lead to cancellation of the offer.

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### 3. Security Deposit

- (a) Successful vendor shall require to deposit security. The total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.
- (b) 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:
- i) 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
  - iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
  - v) 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)
- (c) 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)
- (d) The Security Deposit shall not carry any interest.
- (e) The additional condition of Security Deposit (If any) shall be specified in Special Terms & Conditions of tender.
- (f) Refund of Security Deposit**  
After completion of work awarded, provided always that the contractor shall first have been paid final bill and have rendered a "No Demand" certificate, the security deposit mentioned in condition above shall be refunded to the contractor as follows: *100% shall be released within 3 months of satisfactory completion of the work duly verified by Site/Engineer-In-charge.*

### 4. Commercial Terms

- Prices shall be quoted on "Firm Price" basis only.
- Validity of offer shall be for a minimum period of 120 days from the date of Tender Opening.

### 5. Special Conditions for MSME:

"MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed at Annexure 'X' where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their, bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer."

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UAM need not required to be notarized or attested.

## **6. Arbitration**

All disputes between the parties to the contract arising out of or relating to the contractor other than those for which the decision of the Engineer-In-charge / Accepting Officer or any other person is by the contract expressed to be final and conclusive, shall after written notice by either party to the contract, the other party be referred to the sole arbitration of DGM/Sr. Manager or any other officer of BHEL in his sole discretion unless the parties otherwise agree, such reference shall not take place until after the completion, alleged completion or abandonment of the work or the determination of the contract. The venue of arbitration proceedings will be at Hardwar. The arbitrator shall have the power to extend, from time to time, the time for making his award with the consent of the parties. The award of the Arbitrator shall be final, conclusive and binding on both the parties to the contract. Any matter arising out of or in connection with the agreement shall be under jurisdiction of Hardwar court. The Administrative Head of HEEP Unit of BHEL, Hardwar, shall appoint the Arbitrator. No person other than a person so appointed shall act as Arbitrator.

## **7. Risk Purchase Clause**

In case of delays in supplies / defective supplies or non-fulfilment of any other terms & conditions given in the work order the purchaser/contracting executive may cancel the work order in full or part thereof and may also make the purchase of the material / service from elsewhere / alternative source at the risk and cost of supplier. Vendor/Contractor does not agree to above clause, their offer is liable to be rejected. In case any vendor/contractor accepts risk purchase clause initially and subsequently declines to honour the term in the eventuality of RISK PURCHASE, they may be banned for business with BHEL."

## **8. Fraud Prevention Policy**

The Bidder along with its associate / collaborators / sub – vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about fraud or suspected fraud as soon as it comes to their notice".

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

## **9. Suspension of Business Dealings with Suppliers/Contractors**

Penal action can be initiated on the suppliers / Contractors in line with extant "Guidelines for Suspension of Business Dealings with Suppliers / Contractors". The abridged version of extant 'Guidelines for suspension of business dealings with suppliers / contractors' has been uploaded on <http://www.bhel.com> on "supplier registration page".

## **10. Adoption of Integrity Pact**

BHEL is committed to fostering the most ethical and corruption free environment and values its relationship with all Bidders, Contractors and Carriers. Conducting business in a transparent, fair and corruption free manner will go in a long way in making the Bidders and Contractors our partners in progress and to reinforce this belief. BHEL has already signed a memorandum of understanding with Transparency India International on adoption of Integrity Pact for all Major Tenders / Contracts. Integrity Pact first promoted by Transparency India International, an NGO, is a tool to ensure that activities and transactions between a

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company or government department and its Bidders / Contractors are handled in a fair, transparent and corruption free manner.

## **11. Damage & Loss to Private Property & Injury to Contract Employee**

The Contractor shall at his own expense reinstate and make good to the satisfaction of BHEL 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, the BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL where BHEL is a private person, 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 Workmen's Compensation Act or otherwise.

12. Rates shall be quoted in figures as well as in words and contractor must put his signature & Seal on each page of the tender documents / undertakings, while submitting his offer, failing of which tender may be liable for rejection.
13. BHEL reserves the right to cancel the tender at any stage of tendering till signing of agreement without assigning any reason(s) thereof. The tender cost in that event shall not be refunded.
14. The contractor shall not employ any worker less than 18 years of age during execution of his work.
15. In case more than one contractor quotes L1 rates, the work may be awarded through draw of lottery.
16. The work shall be governed by the specifications, general terms & conditions of BHEL contract, special conditions, tender terms, environment related conditions, safety clause and any other relevant conditions applicable time to time.
17. The contractors are advised to see the site before quoting the rates.
18. BHEL reserves the right to award only a fraction or part of the work given in the bill of quantity.
19. Contractor found or reported for non-compliance of the legal obligations during the execution of the contract, shall be debarred from the issue of NITs for at least 01 year or till the proof of compliance is produced.
20. L1 may also be decided based on Reverse Auctioning based on the discretion of BHEL.
21. BHEL does not bind themselves to accept the lowest tender or any tender or to give any reason for their decision.
22. Contractor shall ensure all the safety provisions for the execution of the work awarded. It shall provide all the necessary PPE's (until & unless specified clearly about the issue of any PPE by BHEL in Special or any other Conditions of tender) to his workmen or any individual deployed by him for execution of the work and ensure usage of the same.
23. In order to protect the commercial interests of BHEL, it becomes necessary to take action against suppliers / contractors by way of suspension of business dealings, who either fail to perform or are in default without any reasonable cause, cause loss of business / money / reputation, indulged in malpractices, cheating, bribery, fraud or any other misconducts or formation of cartel so as to influence the bidding process or influence the price etc. Guide- lines for Suspension of Business Dealings with Suppliers / Contractors shall prevail over which is available at BHEL website <http://www.bhel.com>.

## **24. GST related Terms & Conditions:**

Bidder has to specify the following in their techno-commercial bid (part I bid in case of two part bid):

I.

I/We agree with the above

Signature of Bidder/Contractor with Stamp

**Name of work:** "Two year AMC of 02 nos of HP Z820 Work Station".

**NIT No:** BHEL/HEEP/WEX-WCS/19-20/5129/20190050 DT 29.05.2019

- a) Legal Name of the bidder as in GST registration, GST registration No., State, Place of business, category of registration under GST i.e. Registered dealer / Unregistered dealer/ dealer opted for Composition Scheme,
- b) HSN (*Harmonised System Nomenclature*) / SAC (*Service Accounting Code*), description of Goods/Services and applicable IGST / CGST / SGST rate and any other statutory levy, if any, for each item of Goods or Services.

II. a) Unregistered Dealer

Since in case of unregistered dealer, GST will have to be paid by BHEL under reverse charge mechanism, the same shall be added to the quoted price for evaluation bid.

b) Dealer opting for Composition Scheme

In case of registered dealer, who opt for composition scheme at the time of submission of bid, no GST will be payable to the bidder and also same will not be considered for evaluation of bid. Dealer has to declare in technical bid that no GST is shown separately in price bid. However, in case at the time of actual supply, the bidder charges GST at normal rate, the same shall be reimbursed subject to the availability of GST credit to BHEL. In case GST credit is not available to BHEL, no GST will be payable to the bidder.

III. Reimbursement of GST shall be made by BHEL-Haridwar on matching of Contractor inputs as mentioned below at GST portal and after ensuring of availability of input credit to BHEL, Haridwar. Hence, Contractor has to ensure compliance as follows-

- a) Timely raising & submission of GST compliant Invoices
- b) Timely receipt of Goods & Services
- c) Timely and correct payment of applicable GST by supplier/contractor
- d) Timely filing of return
- e) Compliance of other applicable provisions on supplier/contractor

Contractor has to also give consent to accept payment of tax after such matching in all cases where bills are submitted directly to BHEL-Haridwar or through bank or under LC or through any other mode.

IV. In the event of any disallowance of input credit (including reversal of credit) or applicability of interest or arising of any other financial liability on BHEL-Haridwar due to any default of supplier/contractor under GST such as non/delayed receipt of Good/Services, delayed raising & submission of invoices, delayed payment of tax, non/wrong declaration of sale by Contractor in return etc. or any other reason not attributable to BHEL, such implication shall be to supplier's/contractor's account and will be deducted from bills.

V. In the event of any change in the status of the bidder after submission of the bid but before the supply/service, GST applicable at the time of supply/service or GST quoted in the bid, based on the registration status of the bidder, whichever is lower shall be payable.

VI. Statutory Variation in Taxes & duties as applicable at the time of supply shall be payable. However, in the event of no change in law but bidder quoting certain tax structure in bid document which is lower than the applicable one, such amount shall be the maximum amount of tax that can be claimed by bidder.

VII. In case of Liquidated damage (LD) recovery, the applicable GST shall also be recoverable from the suppliers.

VIII. As per the extant GST rules, as of now it is not mandatory to file returns immediately and ITC has been allowed on self-declaration. In view of the changed scenario, the payment of GST shall made to the contractors simultaneously with their work/services invoices. The Contractors / vendors shall need to submit the undertaking as per the

I/We agree with the above

Signature of Bidder/Contractor with Stamp

**Name of work:** "Two year AMC of 02 nos of HP Z820 Work Station".

**NIT No:** BHEL/HEEP/WEX-WCS/19-20/5129/20190050 DT 29.05.2019

following format before such GST payments. However in case the availability of ITC on self-declaration is discontinued at the time of submission of invoice then the clause II above shall be applicable.

**Certificate of Goods and Service to be furnished by Contractor with each bill / invoice**

We hereby undertake that:

1. Goods and Service Tax charged in the following Invoices / Bill Numbers are in compliance with the provision of GST Act & Rules prevailing thereon:

Sl.No	PO No / Work Order	Invoice No	Invoice date	GST Amount

2. Goods and Service Tax charged in the Bill / Invoice shall be paid by us within due time.
3. Any liability due to any delay / default in payment of GST, return filling or any other NON-compliance under GST Law / Rules, shall be to our account.
4. In the event of any non-compliance on our part, We indemnify BHEL for any financial burden / loss on account of GST / interest / penalty.
5. We give our consent to BHEL to recover any such financial burden if arises on BHEL due to any non-compliance from any outstanding bills. In the event of Nil outstanding, same shall be paid by us to BHEL.
6. In the event of any such default, we agree BHEL to pay all future GST reimbursement after verification of GST compliance under the law.
7. We understand that this arrangement shall be valid till the credit of Input Tax Credit (ITC) is available without online validation or further amendment if any affecting admissibility of ITC to BHEL.

Signature of Authorized Signatory (with seal)

GST No:

- IX. The provisional GST registration number of Bharat Heavy Electrical Ltd, Heavy Electricals Equipment Plant, Ranipur, Haridwar is "05AAACB4146P1ZL" with state Code as "05" and State Name as "Uttarakhand".

**25. Special Powers of Termination:**

If at any time after the acceptance of the tender, BHEL shall for any reason whatsoever not require the whole or any part of the work, to be carried out, the Engineer In charge 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.

The contractor shall be paid at contract rates for the full amount of the work executed including such additional work i.e., cleaning of site etc. as may be rendered necessary by the said foreclosing. He shall also be allowed a reasonable payment (as decided by the Accepting Officer) for any expenses sustained on account of labour and material collected but which could not be utilized on the work as verified by the Engineer In charge but the contractor shall not have any claim for

I/We agree with the above

Signature of Bidder/Contractor with Stamp

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compensation on account of any alterations having been made in the original specifications, drawings, designs and instructions involving and curtailment of the work as originally contemplated.

**26.** The bidders will submit Integrity Pact, duly signed by its authorized signatory, along with their bids wherever estimated tender value is Rs. 5 Crore or more.

**27. Public Procurement Preference to Make in India, Order 2017: -**

"For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/ PO/WO against this NIT.

In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement, same shall be applicable."

I/We agree with the above

Signature of Bidder/Contractor with Stamp

**Name of work:** “Two year AMC of 02 nos of HP Z820 Work Station”.

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<b>Annexure-I</b>		
<b>Pre-Qualification Criteria</b>		
<b>S.No</b>	<b>Description</b>	<b>Evidence Required</b>
1	The bidder should have OEM i.e HP authorization for quoting in the Tender. The authorization should be specific to this Tender.	OEM authorization letter, specific to this tender, having assurance of Back to Back (B2B) support.
2	A) The bidder should have average annual turnover of ,at least, <b>Rs 24 thousand</b> for last three consecutive financial years i.e. FY 17-18,16-17, 15-16. B) The bidder should have positive net worth for the last 3 financial years i.e. FY 17-18,16-17, 15-16.	Audited Balance Sheet and Profit & Loss Statements OR Certificate from statutory Auditors
3	a) The bidder should have executed at least one AMC order (In case of ongoing contracts atleast one year of AMC period should have been completed) having annual AMC charges, atleast, of <b>Rs. 65 thousand</b> of IT equipment such as Servers, Workstations, Printers, UPS, Storage, tape library, Network Devices, etc., during the last 7 years ending last day of the month previous to the one in which the Tender has been invited.  OR b) The bidder should have executed at least two AMC orders (In case of ongoing contracts atleast one year of AMC period should have been completed) having annual AMC charges, atleast, of <b>Rs. 41 thousand</b> of IT equipment such as Servers, Workstations, Printers, UPS, Storage, tape library, Network Devices, etc., during the last 7 years ending last day of the month previous to the one in which the Tender has been invited.  OR c) The bidder should have executed at least three AMC orders (In case of ongoing contracts atleast one year of AMC period should have been completed) having annual AMC charges, atleast of <b>Rs. 33 thousand</b> of IT equipment such as Servers, Workstations, Printers, UPS, Storage, tape library, Network Devices, etc., during the last 7 years ending last day of the month previous to the one in which the Tender has been invited.	Copy of Order including Order value along with Contact Details having full address and telephone number of the customer.
4	Bidder shall have valid GST Registration.	GST Registration Document to be submitted

I/We agree with the above

Signature of Bidder/Contractor with Stamp

<b>Annexure II Item Configuration</b>	
<b>CONFIGURATION OF Z820 WORKSTATIONS (2 nos)</b>	
<b>Chassis configuration</b>	HP Z820 1125W 90% Efficient Chassis
<b>Processor</b>	Intel® Xeon® E5-2643 3.30 10MB 1600 4C (Only supported with 1125 W chassis.)
<b>2nd processor</b>	Intel® Xeon® E5-2643 4C 3.30 10MB 1600 CPU-2 (Must be same speed as Processor 1)
<b>Cooling requirement</b>	HP Dual Processor Air Cooling Kit
<b>Graphics</b>	NVIDIA Quadro K4000 3GB DL-DVI(I)+DP+DP 1st No cables included Graphics
<b>Memory</b>	64GB DDR3-1866 (8x8GB) 2CPU Registered RAM (Supported only with Dual Processor)
<b>1st hard drive</b>	600GB 10K RPM SAS SFF 1st Hard Drive
<b>2nd hard drive</b>	3TB 7200 RPM SATA 2nd Hard Drive
<b>Keyboard</b>	HP USB Standard Keyboard
<b>Mouse</b>	HP USB Optical Mouse
<b>Monitor</b>	HP Z24i

<b>Sno Details</b>	
<b>CPU Sinos</b>	SGH421S88J, SGH421S88H
<b>Monitor Sinos</b>	CNK4150B5M, CNK4150B5Q

I/We agree with the above

Signature of Bidder/Contractor with Stamp

**Annexure III**  
**TERMS AND CONDITIONS**

**1 SCOPE OF WORK**

Comprehensive onsite two years Annual Maintenance Contract (AMC) for 2 nos of HP Z820 workstations in BHEL Haridwar (details as per Annexure-II).

**2 GENERAL**

- a) Maintenance coverage for Items shall be on 6X8 basis with 24 hours response time for back to back support items. Authorization from OEM for these items is to be submitted along with Techno-commercial bid.
- b) Successful bidder shall enter into AMC agreement with BHEL on non-judicial stamp paper of required value as per extant rules, at their own cost.
- c) The successful bidder should fulfill all statutory and safety requirements for personnel engaged while executing the contract. If BHEL has to incur any expenditure due to non-compliance of the applicable statutory provisions, the same will be compensated by the vendor.
- d) Rates shall be quoted in figures as well as in words and contractor must put his signature & Seal on each page of the tender documents / undertakings, while submitting his offer, failing of which tender may be liable for rejection.
- e) BHEL reserves the right to cancel the tender at any stage of tendering till signing of agreement without assigning any reason(s) thereof. The tender cost in that event shall not be refunded.
- f) The contractor shall not employ any worker less than 18 years of age during execution of his work.
- g) In case more than one contractor quotes L1 rates, the work may be awarded through draw of lottery.
- h) The work shall be governed by the specifications, general terms & conditions of BHEL contract, special conditions, tender terms, environment related conditions, safety clause and any other relevant conditions applicable time to time.
- i) The contractors are advised to see the site before quoting the rates.
- j) BHEL reserves the right to award only a fraction or part of the work given in the bill of quantity.
- k) Contractor found or reported for non-compliance of the legal obligations during the execution of the contract, shall be debarred from the issue of NITs for at least 01 year or till the proof of compliance is produced.
- l) BHEL does not bind themselves to accept the lowest tender or any tender or to give any reason for their decision.
- m) In order to protect the commercial interests of BHEL, it becomes necessary to take action against suppliers / contractors by way of suspension of business dealings, who either fail to perform or are in default without any reasonable cause, cause loss of business / money / reputation, indulged in malpractices, cheating, bribery, fraud or any other misconducts or formation of cartel so as to influence the bidding process or influence the price etc. Guide- lines for Suspension of Business Dealings with Suppliers / Contractors shall prevail over which is available at BHEL website <http://www.bhel.com>.

**3 PAN & GST DETAILS**

GST certificate copy & PAN copy, in the name of the bidder, is to be submitted along with the Technical bid.

**4 GST**

Bidder has to specify the following in their techno-commercial bid (part I bid in case of two part bid):

I/We agree with the above

Signature of Bidder/Contractor with Stamp

- I.
  - a) Legal Name of the bidder as in GST registration, GST registration No., State, Place of business, category of registration under GST i.e. Registered dealer / Unregistered dealer/ dealer opted for Composition Scheme,
  - b) HSN (*Harmonised System Nomenclature*) / SAC (*Service Accounting Code*), description of Goods/Services and applicable IGST / CGST / SGST rate and any other statutory levy, if any, for each item of Goods or Services.
- II.
  - a) Unregistered Dealer  
Since in case of unregistered dealer, GST will have to be paid by BHEL under reverse charge mechanism, the same shall be added to the quoted price for evaluation bid.
  - b) Dealer opting for Composition Scheme  
In case of registered dealer, who opt for composition scheme at the time of submission of bid, no GST will be payable to the bidder and also same will not be considered for evaluation of bid. Dealer has to declare in technical bid that no GST is shown separately in price bid. However, in case at the time of actual supply, the bidder charges GST at normal rate, the same shall be reimbursed subject to the availability of GST credit to BHEL. In case GST credit is not available to BHEL, no GST will be payable to the bidder.
- III. Reimbursement of GST shall be made by BHEL-Haridwar on matching of Contractor inputs as mentioned below at GST portal and after ensuring of availability of input credit to BHEL, Haridwar. Hence, Contractor has to ensure compliance as follows-
  - a) Timely raising & submission of GST compliant Invoices
  - b) Timely receipt of Goods & Services
  - c) Timely and correct payment of applicable GST by supplier/contractor
  - d) Timely filing of return
  - e) Compliance of other applicable provisions on supplier/contractorContractor has to also give consent to accept payment of tax after such matching in all cases where bills are submitted directly to BHEL-Haridwar or through bank or under LC or through any other mode.
- IV. In the event of any disallowance of input credit (including reversal of credit) or applicability of interest or arising of any other financial liability on BHEL-Haridwar due to any default of supplier/contractor under GST such as non/delayed receipt of Good/Services, delayed raising & submission of invoices, delayed payment of tax, non/wrong declaration of sale by Contractor in return etc. or any other reason not attributable to BHEL, such implication shall be to supplier's/contractor's account and will be deducted from bills.
- V. In the event of any change in the status of the bidder after submission of the bid but before the supply/service, GST applicable at the time of supply/service or GST quoted in the bid, based on the registration status of the bidder, whichever is lower shall be payable.
- VI. Statutory Variation in Taxes & duties as applicable at the time of supply shall be payable. However, in the event of no change in law but bidder quoting certain tax structure in bid document which is lower than the applicable one, such amount shall be the maximum amount of tax that can be claimed by bidder.
- VII. In case of Liquidated damage (LD) recovery, the applicable GST shall also be recoverable from the suppliers.
- VIII. As per the extant GST rules, as of now it is not mandatory to file returns immediately and ITC has been allowed on self-declaration. In view of the changed scenario, the payment of GST shall be made to the contractors simultaneously with their work/services invoices. The Contractors / vendors shall need to submit the undertaking

I/We agree with the above

Signature of Bidder/Contractor with Stamp

**Name of work:** "Two year AMC of 02 nos of HP Z820 Work Station".

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as per the following format before such GST payments. However, in case the availability of ITC on self-declaration is discontinued at the time of submission of invoice then the clause II above shall be applicable.

**Certificate of Goods and Service to be furnished by Contractor with each bill / invoice**

We hereby undertake that:

1. Goods and Service Tax charged in the following Invoices / Bill Numbers are in compliance with the provision of GST Act & Rules prevailing thereon:

Sl.No	PO No / Work Order	Invoice No	Invoice date	GST Amount

2. Goods and Service Tax charged in the Bill / Invoice shall be paid by us within due time.
3. Any liability due to any delay / default in payment of GST, return filling or any other noncompliance under GST Law / Rules, shall be to our account.
4. In the event of any non-compliance on our part, we indemnify BHEL for any financial burden / loss on account of GST / interest / penalty.
5. We give our consent to BHEL to recover any such financial burden if arises on BHEL due to any non-compliance from any outstanding bills. In the event of Nil outstanding, same shall be paid by us to BHEL.
6. In the event of any such default, we agree BHEL to pay all future GST reimbursement after verification of GST compliance under the law.
7. We understand that this arrangement shall be valid till the credit of Input Tax Credit (ITC) is available without online validation or further amendment if any affecting admissibility of ITC to BHEL.

Signature of Authorized Signatory (with seal)  
GST No:

- IX. The provisional GST registration number of Bharat Heavy Electrical Ltd, Heavy Electricals Equipment Plant, Ranipur, Haridwar is "05AAACB4146P1ZL" with state Code as "05" and State Name as "Uttarakhand".

**5 PAYMENT TERMS**

- a) The AMC maintenance contracts will be for a period of two years. No escalation of cost, due to any reason, will be admissible during this period. The payment will be made quarterly, at the end of the quarter. Invoices are to be submitted in triplicate along with other necessary documents. Deduction of downtime, if any, shall be made from quarterly AMC charges.
- b) No interest whatsoever shall be payable by BHEL on any amount due to the vendor.
- c) BHEL reserves the right to accept or reject the offer of the bidder who quotes the payment term other than BHEL's standard payment term.
- d) 100% quarterly payment along with taxes, will be made, after receipt of maintenance services, at the end of the quarter and within 75 days from the date of invoice subject to

I/We agree with the above

Signature of Bidder/Contractor with Stamp

submission of **non-discrepant** documents within 15 days of supply as per terms and conditions of AMC Order. In case any discrepancy found in the documents, BHEL will notify the same to vendor within 7 days of receipt. Vendor has to clear all the discrepancies in one go within 7 days thereafter else the payment of vendor may get delayed.

- e) For MSEs (covered under MSME Act) which are registered and periodically renewed with BHEL, the payment will be made within 45 days or as prescribed in the relevant act.
- f) Adherence to the above time schedule of payment is contingent upon Vendor complying with GST Rules w.r.t availment of Input Tax Credit by BHEL.
- g) In case GST credit is delayed / denied to BHEL, due to non / delayed receipt of goods and / or tax invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reason not attributable to BHEL, GST amount shall be recoverable from Vendor along with interest levied / leviable on BHEL.

## 6 TAXES & DUTIES.

- a) The bidder to specify in their **offer ( part 1 bid )** the category of their registration under GST like Registered, Unregistered and composite dealer.
- b) The provisional GST registration number of Bharat Heavy Electrical Ltd, Heavy Electricals Equipment Plant, Ranipur, Haridwar is "05AAACB4146P1ZL" with state Code as "05" and State Name as "Uttarakhand".
- c) Please quote our provisional GST registration number in all invoices raised for supply of goods and services under GST regime and also ensure filing of timely return and payment of tax and compliance of other applicable provisions on supplier under GST regime.
- d) No GST will be reimbursed to unregistered or composite dealer. In the event, any GST is quoted by composite dealer, the same shall be added to the cost of supply in evaluating the bid.
- e) Since, input credit of GST will be available to BHEL-Haridwar only after correct filing of return and payment of applicable GST by supplier, reimbursement of GST shall be made by BHEL-Haridwar on matching of vendor inputs at GST portal, ensuring availability of input credit to BHEL Haridwar. Payment of GST will be made to vendor after matching of input credit and vendor to ensure submission of their invoices along with consent to accept payment of tax after such matching in all cases where bills are submitted directly to BHEL-Haridwar or through bank or under LC or through any other mode.
- f) In the event of any disallowance of input credit or applicability of interest or any other financial liability arises on BHEL-Haridwar due to any default of supplier under GST, such implication shall be to supplier's account.
- g) In the event of any change in the status of the vendor after the submission of the bid but before the AMC supply, GST applicable at the time of supply or in the bid, based on the registration status of the vendor, whichever is lower shall be payable.
- h) Where ever applicable If PAN (Permanent Account Number) of the recipient is not available, income tax is deductible either at the normal rate or at the rate of 20 percent, whichever is higher as per Section 206AA of Indian Income Tax Act 1961.
- i) The bidder shall clearly indicate HSN (Harmonised System Nomenclature) / SAC (Service Accounting Code), its description and applicable rate of GST for each item in his techno-commercial bid.
- j) Statutory Variation in Taxes & duties as applicable at the time of supply shall be payable. However, in the event of no change in law but bidder quoting certain tax structure in bid document which is lower than the applicable one, such amount shall be the maximum amount of tax that can be claimed by bidder.

I/We agree with the above

Signature of Bidder/Contractor with Stamp

Note: - Vendors must ensure compliance of all the applicable rules and procedure as envisaged in the GST Regime. Any loss to BHEL-Haridwar due to fault / non-compliance by the vendor will be to the vendor's account.

## **7 PENALTY**

- a) The vendor shall be responsible for optimum uptime of 98% on a quarterly basis. It includes replace/ repair of faulty equipment / parts without any cost to BHEL.
- b) The downtime penalty will be deducted for uptime less than 98% on pro rata basis. Downtime calculation will be applicable for non-availability of all services / equipment arising due of malfunctioning of particular equipment.
- c) The downtime penalty shall also be applicable in case equipment part is faulty but services are unaffected because of redundancy in the equipment. The penalty will be deducted on 25% of downtime penalty that is calculated for the uptime less than 98% of the equipment on pro rata basis.
- d) Downtime shall be calculated on the basis of Complaint System/System Log/Log Book.
- e) Downtime will not be applicable in case of physical damage of hardware due to mishandling by BHEL user or damage from rodent. Decision by BHEL in this regard will be final and binding on the tenderer.

## **8 COMMERCIAL TERMS**

- a) Prices shall be quoted on "Firm Price" basis only.
- b) Validity of offer shall be for a minimum period of 120 days from the date of Tender Opening.

## **9 LIQUIDATED DAMAGES**

The vendor hereto agree that timely delivery of Annual Maintenance Support is the essence of the order/contract. If the vendor fails to start the maintenance contract within the time period stipulated in the order/contract or within any extension of time granted by the BHEL, BHEL shall be under no obligation to accept the services. However, if accepted, Liquidated Damages at the rate of half percent (0.5%) per week of delay or part thereof shall be levied limited to ten percent (10%) of the total order/contract value excluding elements of taxes and duties, without prejudice to any other relief or compensation due to the purchaser under any other condition of the order/contract.

## **10 EARNEST MONEY DEPOSIT**

- (a) Vendor is required to deposit the EMD as specified in NIT.
- (b) EMD shall not carry any interest.
- (c) Modes of deposit:

The EMD may be accepted only in the following forms:

- (i) Cash deposit as permissible under the extant Income Tax Act (before tender opening).
- (ii) Electronic Fund Transfer credited in BHEL account (before tender opening) (iii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer) (iv) 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)

I/We agree with the above

Signature of Bidder/Contractor with Stamp

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In addition to above, the EMD amount in excess of Rs. Two Lakh may also be accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for at least six months.

(d) Forfeiture of EMD

EMD by the Tenderer will be forfeited as per NIT conditions, if:

(i) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.

(ii) The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.

(e) EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.

(f) EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of award of work.

(g) EMD of successful tenderer will be retained as part of Security Deposit.

(h) EMD deposited in any modes other than specified at (c) above shall lead to cancellation of the offer.

## 11 SECURITY DEPOSIT

(a) Successful vendor shall require to deposit security. The total amount of Security Deposit will be 5% of the contract values.

(b) 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:

(i) 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

(iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)

(v) 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)

(c) 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) (d) The Security Deposit shall not carry any interest.

(d) The additional condition of Security Deposit (If any) shall be specified in Special Terms & Conditions of tender.

(e) Refund of Security Deposit:

After completion of work awarded, provided always that the contractor shall first have been paid final bill and have rendered a "No Demand" certificate, the security deposit mentioned

I/We agree with the above

Signature of Bidder/Contractor with Stamp

**Name of work:** "Two year AMC of 02 nos of HP Z820 Work Station".

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in condition above shall be refunded to the contractor as follows: 100% shall be released within 3 months of satisfactory completion of the work duly verified by Site/Engineer-In-charge.

## **12 COMMERCIAL TERMS**

- a) Prices shall be quoted on "Firm Price" basis only.
- b) Validity of offer shall be for a minimum period of 120 days from the date of Tender Opening.

## **13 SPECIAL CONDITION FOR MSME**

"MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed at Annexure -1 where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their, bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through eprocurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer."

UAM need not required to be notarized or attested.

## **14 DEVIATIONS**

Bids shall be submitted strictly in accordance with the technical specifications and commercial terms & conditions of the Tender Enquiry. No change in specifications, clauses of contract, Terms and Conditions, etc. shall be entertained by BHEL under any circumstances. Hence bidders have to submit a "No Deviation Certificate" for both technical specifications and commercial terms and conditions in Part-I of the offer as per format (**Annexure V**).

## **15 ARBITRATION**

All disputes between the parties to the contract arising out of or relating to the contractor other than those for which the decision of the Engineer-In-charge / Accepting Officer or any other person is by the contract expressed to be final and conclusive, shall after written notice by either party to the contract, the other party be referred to the sole arbitration of DGM/Sr. Manager or any other officer of BHEL in his sole discretion unless the parties otherwise agree, such reference shall not take place until after the completion, alleged completion or abandonment of the work or the determination of the contract. The venue of arbitration proceedings will be at Hardwar. The arbitrator shall have the power to extend, from time to time, the time for making his award with the consent of the parties. The award of the Arbitrator shall be final, conclusive and binding on both the parties to the contract. Any matter arising out of or in connection with the agreement shall be under jurisdiction of Hardwar court. The Administrative

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Head of HEEP Unit of BHEL, Hardwar, shall appoint the Arbitrator. No person other than a person so appointed shall act as Arbitrator.

## **16 RISK**

In case of delays in supplies / defective supplies or non-fulfilment of any other terms & conditions given in the work order the purchaser/contracting executive may cancel the work order in full or part thereof and may also make the purchase of the material / service from elsewhere / alternative source at the risk and cost of supplier. Vendor/Contractor does not agree to the above clause, their offer is liable to be rejected. In case any vendor/contractor accepts risk purchase clause initially and subsequently declines to honour the term in the eventuality of RISK PURCHASE, they may be banned for business with BHEL."

## **17 FRAUD PREVENTION POLICY**

The Bidder along with its associate / collaborators / sub – vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about fraud or suspected fraud as soon as it comes to their notice". Fraud Prevention policy and List of Nodal Officers shall be hosted on BHEL website, vendor portals of Units / Regions intranet.

## **18 SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS/CONTRACTORS**

Penal action can be initiated on the suppliers / Contractors in line with extant "Guidelines for Suspension of Business Dealings with Suppliers / Contractors". The abridged version of extant 'Guidelines for suspension of business dealings with suppliers / contractors' has been uploaded on <http://www.bhel.com> on "supplier registration page".

## **19 ADOPTION INTEGRITY PACT**

BHEL is committed to fostering the most ethical and corruption free environment and values its relationship with all Bidders, Contractors and Carriers. Conducting business in a transparent, fair and corruption free manner will go in a long way in making the Bidders and Contractors our partners in progress and to reinforce this belief. BHEL has already signed a memorandum of understanding with Transparency India International on adoption of Integrity Pact for all Major Tenders / Contracts. Integrity Pact first promoted by Transparency India International, an NGO, is a tool to ensure that activities and transactions between a company or government department and its Bidders / Contractors are handled in a fair, transparent and corruption free manner.

## **20 DAMAGE & LOSS TO PRIVATE PROPERTY & INJURY TO CONTRACT EMPLOYEE**

The Contractor shall at his own expense reinstate and make good to the satisfaction of BHEL 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, the BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so

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enforceable against BHEL where BHEL is a private person, 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 Workmen's Compensation Act or otherwise.

## **21 ACCEPTANCE OF LOI/ORDER**

Letter of vendor's acceptance for the Letter of Intent (LOI)/Order from BHEL is to be submitted within one week of issue date of LOI/Order.

## **22 DELIVERY**

The successful vendor will have to provide AMC from the AMC start date as mentioned in Order.

## **23 SUPPORT**

- a) Comprehensive maintenance shall include Repair / Replacement of all faulty equipment including but not limited to mouse, keyboard, CPU components, monitor, cables/connectors.
- b) The vendor shall provide comprehensive maintenance support during entire AMC period. Service engineers either from OEM side or from Vendor side should be deployed for onsite resolution without payment of any extra charges.
- c) BHEL shall not be liable to any expenses of on-call engineer like boarding, lodging, conveyance, mobile etc.

## **24 DOWNTIME CALCULATION/PENALTY**

- a) The vendor shall be responsible for optimum uptime of 98% on a quarterly basis. It includes replace/ repair of faulty equipment / parts without any cost to BHEL.
- b) The downtime penalty will be deducted for uptime less than 98% on pro rata basis. Downtime calculation will be applicable for non-availability of all services / equipment arising due of malfunctioning of particular equipment.
- c) The downtime penalty shall also be applicable in case equipment part is faulty but services are unaffected because of redundancy in the equipment. The penalty will be deducted on 25% of downtime penalty that is calculated for the uptime less than 98% of the equipment on pro rata basis.
- d) Downtime shall be calculated on the basis of Complaint System/System Log/Log Book.
- e) Downtime will not be applicable in case of physical damage of hardware due to mishandling by BHEL user or damage from rodent. Decision by BHEL in this regard will be final and binding on the tenderer.

## **25 LIQUIDATED DAMAGES**

The vendor hereto agree that timely delivery of Annual Maintenance Support is the essence of the order/contract. If the vendor fails to start the maintenance contract within the time period stipulated in the order/contract or within any extension of time granted by the BHEL, BHEL shall be under no obligation to accept the services. However, if accepted, Liquidated Damages at the rate of half percent (0.5%) per week of delay or part thereof shall be levied

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limited to ten percent (10%) of the total order/contract value excluding elements of taxes and duties, without prejudice to any other relief or compensation due to the purchaser under any other condition of the order/contract.

## **26 TERMINATION/EXTENSION OF THE CONTRACT**

- a) BHEL reserves the right to terminate the AMC contract before expiry of two years AMC. BHEL shall give two months' notice to vendor in this regard. No AMC charges shall be payable to vendor from the date of termination of AMC.
- b) In cases of the hardware being down for more than a week, vendor should intimate BHEL within 7 working days of Complaint logging by user.
- c) BHEL reserves the right to extend the contract for further period after successful completion of the contract period. The extension will be done on mutually agreed terms between vendor and BHEL.

## **27 SUBCONTRACTING**

The vendor shall not sub-contract, assign or otherwise transfer the Order/Contract or any part thereof without prior written consent of the BHEL.

## **28 CONFIDENTIALITY**

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

## **29 CLAIMS**

All the claims etc. lodged with the underwriters, if any, shall be dealt with by the vendor directly.

## **30 FORCE MAJEURE**

Neither BHEL nor the vendor shall be responsible for delays/failures in performance resulting from acts beyond the control of either. Such acts shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the agreement, fire, earthquakes or other such disasters.

## **31 LIMITATION OF LIABILITY**

The vendor's / Lessor's liability will be limited to the scope / order value of this contract only.

## **32 INDEMNITY**

Bidder shall fully indemnify and keep indemnified the purchaser against all claims which may be made in respect of the of System / Software /Item(s) / Services supplied / rendered by the Bidder, for infringement of any rights protected by patent, registration of designs or trademarks and legality of the software. However the bidder will have no obligation for any claim of infringement arising from third party products not supplied in the order,

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modifications and technical information/ instructions advised by purchaser and use of products prohibited by product manuals.

All such claims in this regard will be settled as per Indian laws.

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

### **33 INFORMATION SECURITY REQUIREMENTS**

- a) BHEL Haridwar has implemented Information Security Management System (ISMS) and has taken certificate for the same based on ISO 27001 standard.
- b) BHEL Information Security Policy is as follows:  
"BHEL is committed to ensure Integrity, Confidentiality, Availability and Security of its information at all times for serving the needs of the organization in line with its Vision, Mission & Values while meeting all regulatory requirements."
- c) In line with the ISMS requirements, vendor and its staff shall ensure the protection of BHEL information assets / information processing facilities at all times with respect to confidentiality, integrity and availability.
- d) The vendor / personnel deputed by vendor shall comply with following requirements:
  - i. Personnel deputed by vendor shall follow the ISMS system requirements.
  - ii. Personnel deputed by vendor shall present his / her identity proof to BHEL for getting proper authorization from BHEL. He/she shall not enter into BHEL premises without proper authorization.
  - iii. Vendor and personnel deputed by vendor shall sign Non-Disclosure Agreement (NDA) in the specified format of BHEL Haridwar.
  - iv. When allowed by proper authority, he / she shall work in secure area only in the presence of BHEL staff.
  - v. If he /she has to work on any server / network device in secure area, the work shall only be allowed in presence of system administrator or any other person authorized by ITX.
  - vi. He / she shall maintain and service only that equipment which comes under his /her scope of contract.
  - vii. Vendor / personnel deputed by vendor shall ensure the return or destruction of information / data at the end of AMC agreement and as and when required.
  - viii. Access to information assets, which is not explicitly authorized, shall be treated as forbidden.
  - ix. Any information security incident and / or security breaches shall be immediately reported to BHEL.
  - x. In case of any violation of the above, it will amount to non-fulfillment of terms & conditions of the contract.

I/We agree with the above

Signature of Bidder/Contractor with Stamp

Name of work: "Two year AMC of 02 nos of HP Z820 Work Station".  
 NIT No: BHEL/HEEP/WEX-WCS/19-20/5129/20190050 DT 29.05.2019

**UNPRICE PRICE BID**

**(Not to be filled except GST rate. However, this is to be signed and submitted with Techno-commercial Bid)**

**Date of Opening of Techno-Commercial Bid (Part-I):** 21.06.2019

**EMD Value:** Rs. 1632/-

**Total NIT value:** Rs.81600/- GST extra as applicable

**Period of Work:** 24 Months

PRICE BID FORMAT FOR 2 YEAR AMC OF 2 nos of Z820 Workstations	
<b>Note:</b>	1. All values are to be quoted in Indian Rupees (INR).
	2. Item details as per Annexure II & Scope of Work are as per Annexure III
	3. Input Tax credit will be applicable for GST. So AMC quote excluding GST will be considered for determining the L1 quote.
	4. TENDER EVALUATION a) After the process of Technical Bid evaluation, Price Bid opening will be done for all technically qualified vendors. b) The valuation will be on the basis of delivered cost i.e. "total cost to BHEL". c) Vendors has to quote for all items in the Price Bid. The comparative statement for selecting the L1 Vendor shall be made on the basis of total charges for AMC (except GST).

Sl. No.	Item	Description	Unit	Quantity	GST Details		Two year AMC charges (Excluding GST) (in Rs.)
					GST Applicable Rate	HSN Code	
a	b	c	d	e	f	g	h
1	Two year AMC of 2 nos of HP Z820 workstations	Hardware specification as per Annexure II	Lot	1			X X X X X X
<b>Total (In Words):</b> XXXXXXXXXXXXXXXXXXXXXXXX							

I/We agree with the above

Signature of Bidder/Contractor with Stamp

**Annexure V**

**NO DEVIATION CERTIFICATE**

This is to certify that our offer is exactly in line with your tender enquiry no Ref. no.: \_\_\_\_\_ dated: \_\_\_\_\_. This is to expressly certify that our offer contains no deviation either Technical or Commercial in either direct or indirect item.

Signed by:

Name: -----

Designation: -----

Organisation: -----

Date & place: -----

Phone/Fax/Mobile: -----

Email: -----

Stamp / Seal: -----

I/We agree with the above

Signature of Bidder/Contractor with Stamp

**Certificate by Chartered Accountant on Letter Head**

This is to certify that M/s ..... (hereinafter referred to as ‘company’) having its registered office at ..... is registered under MSMED Act 2006, Entrepreneur Memorandum No. Part –II ..... Dtd: ..... Category: ..... (Micro/ small). (Copy enclosed).

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

- 1. For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by Ministry of small scale Industries vide its notification No. S.O. 1722(E) Dtd. October 5 , 2006):  
**Rs. .... Lacs**
- 2. For Service Enterprises:** Investment in equipments (i.e. 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. .... Lacs**

**(Strike off whichever is not applicable)**

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

**Or**

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

Date:

(Signature)

Name-

Membership No.-

Seal of Chartered accountant

I/We agree with the above

Signature of Bidder/Contractor with Stamp

## Check List for Tenderer

S. No.	Details of Criteria	Yes/No	Please fill the Detail / Remarks / Reference of documents attached in support of each point
1	Tender Fees		
2	EMD		
3	Ink Signed & stamped on each page of Techno-commercial bid		
4	Ink Signed & Stamped on each page of supporting Document		
5	Ink Signed & Stamped on both sides of Techno-commercial Bid and Supporting documents if print / photocopy has been taken on both sides of the paper.		
6	Price Bid (Part-II) kept in a separate envelope		
7	Self-attested copy of MSME Documents (if applicable)		
9	Copy of GST Certificate		
10	Copy of PAN card		
13	Documents as per PQR		

I/We agree with the above

Signature of Bidder/Contractor with Stamp

**Name of work:** “Two year AMC of 02 nos of HP Z820 Work Station”.  
**NIT No:** BHEL/HEEP/WEX-WCS/19-20/5129/20190050 DT 29.05.2019

**PRICE BID**

**Date of Opening of Techno-Commercial Bid (Part-I):** 21.06.2019

**EMD Value:** Rs. 1632/-

**Total NIT value:** Rs.81600/- GST extra as applicable

**Period of Work:** 24 Months

**Annexure IV**

<b>PRICE BID FORMAT FOR 2 YEAR AMC OF 2 nos of Z820 Workstations</b>	
<b>Note:</b>	1. All values are to be quoted in Indian Rupees (INR).
	2. Item details as per Annexure II & Scope of Work are as per Annexure III
	3. Input Tax credit will be applicable for GST. So AMC quote excluding GST will be considered for determining the L1 quote.
	4. TENDER EVALUATION a) After the process of Technical Bid evaluation, Price Bid opening will be done for all technically qualified vendors. b) The valuation will be on the basis of delivered cost i.e. “total cost to BHEL”. c) Vendors has to quote for all items in the Price Bid. The comparative statement for selecting the L1 Vendor shall be made on the basis of total charges for AMC (except GST).

Sl. No.	Item	Description	Unit	Quantity	GST Details		Two year AMC charges (Excluding GST) (in Rs.)
					GST Applicable Rate	HSN Code	
a	b	c	d	e	f	g	h
1	Two year AMC of 2 nos of HP Z820 workstations	Hardware specification as per Annexure II	Lot	1			
<b>Total (In Words):</b>							

I/We agree with the above

Signature of Bidder/Contractor with Stamp