

## TENDER NOTICE NO. 9810039E



**Bharat Heavy Electricals Limited**  
**(A Government of India Undertaking)**  
**BOILER AUXILIARIES PLANT**  
**RANIPET – 632 406, INDIA**

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**WORKS CONTRACT MANAGEMENT**

<b>NOTICE INVITING TENDER</b>	
<b>Tender Notice No</b>	<b>9810039E, DT: 07.12.2021.</b>
<b>Nature of work</b>	<b>Third Party Inspection Services for outsourcing Items (Sub-Contracted items) for the period of one year</b>
<b>Type of tender</b>	<b>Open tender (Two part bid).</b>
<b>Period of contract</b>	<b>One Year</b>
<b>Earnest Money Deposit (EMD) Amount</b>	<b>Rs. 1,29,500/- (Rupees One Lakh Twenty-Nine thousand and five hundred only)</b>
<b>Tender download start date</b>	<b>07/12/2021</b>
<b>Last date &amp; Time for Receipt of the Tender</b>	<b>17/12/2021 at 14.00 Hrs.</b>
<b>Date of Technical bid Opening</b>	<b>18/12/2021 at 12:00 Hrs. onwards.</b>
<i>(Please obtain updated information from the BHEL website about the latest applicable dates &amp; other changes if any in the tender contents)</i>	
<b>Date of Price Bid Opening</b>	Bidders whose technical bids are found acceptable will be intimated separately about the status of their offers and the date of opening of Price Bid.
<b>Submission of Tender</b>	Online submission through BHEL eProcurement Portal website: <a href="https://eprocurebhel.co.in/nicgep/app">https://eprocurebhel.co.in/nicgep/app</a>
<b>Tender Opening</b>	<b>Online through e-Procurement Portal</b>
<b>Note:</b> <ol style="list-style-type: none"> <li>The Tender documents can be down loaded from BHEL eProcurement Portal website: <a href="https://eprocurebhel.co.in/nicgep/app">https://eprocurebhel.co.in/nicgep/app</a> and also BHEL website (<a href="https://www.bhel.com/tenders">https://www.bhel.com/tenders</a>).</li> <li>BHEL, Ranipet reserves the right to accept or reject any or all tenders without assigning any reasons whatsoever.</li> <li>All corrigenda, addenda, amendments, clarifications etc. to tender specification will be hosted in the web pages (<a href="https://eprocurebhel.co.in/nicgep/app">https://eprocurebhel.co.in/nicgep/app</a>) only.</li> <li><b>Bidders shall keep themselves updated with all such developments.</b></li> <li>BHEL Ranipet reserves the right to reject any tender on the basis of unsatisfactory performance of the bidder in any ongoing job or any similar job in the past.</li> <li><b>BHEL will finalize the contract through Reverse Auction.</b></li> <li><b>The L1 will be decided based on the lowest quoted value in each category.</b></li> </ol>	

**Note: - 1) Tenderer should sign and affix seal in all the pages of this tender document and all supporting documents.**

**Yours faithfully,**  
**for and on behalf of BHEL.,**

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## **Scope of Work**

### **SECTION – I**

#### **1.0 General**

- 1.1 BHEL units are ISO 9001 accredited companies and our system and procedures are oriented towards complying with ISO requirements. Hence all the inspection agencies shall preferably be as ISO accredited company or be familiar with ISO standards and make sure that they fulfill all their obligations towards meeting the ISO requirements.

**For the details of type of products, location and approximate loading potential please refer section II.**

- 1.2 The inspection agencies shall own the responsibility to ensure that the components are inspected at appropriate stages and at final stage as per the enclosed scope of purchase order and guidelines of BHEL Quality Management instruction and applicable Quality work instructions, like QCP,SQP,SIP, CQP etc
- 1.3 Inspection records shall be maintained separately by inspection Agencies and Daily Inspection Reports to be sent to BHEL/QC/OLI.  
Refer Inspection stages for various components as mentioned in **Annexure – A** given as an information. It can vary depending on the job.
- 1.4 The inspection agencies shall evaluate the quality performance of the sub-contractors as per the relevant guidelines issued by M/s BHEL and send the reports as specified in QMI-26. Gross inadequacies shall be brought to the notice of BHEL/QC/OLI immediately for necessary follow up action..
- 1.5 The inspection agencies shall verify and ensure the availability of Qualification procedures etc., and wherever necessary conduct personnel qualification test, procedure qualification test, review of qualification records and surveillance audit check in connection with special processes like welding, heat treatment, painting etc., Also, the consumables used in welding, NDE and painting shall be checked for its suitability as per BHEL approved list & shall be recorded.
- 1.6 The inspection agencies shall ensure availability of calibrated instruments & gauges at the place of inspection, are being used during inspection and carry out/review the related activities of getting the instruments & gauges calibrated through Supplier at the appropriate due dates.
- 1.7 The inspection agencies shall respond immediately for the feedback with regard to any discrepancies on the inspected components /urgencies from shop and site.
- 1.8 The inspection agencies shall coordinate with customer's representative for the inspection stages identified in the contract Quality plan / communication issued by BHEL/QC/OLI
- 1.9 The inspection agency should have a minimum of 7 years of continuous experience in industrial Inspection related activities as per clause 2.1.1 & 2.1.2 and documentary evidence shall be submitted to BHEL for their review.
- 1.10 The Inspectors posted for inspection shall be available in the neatly dressed uniform with safety shoes, all to be furnished by the Inspection Agency.
- 1.11 Vehicle for the movement from residence to work place and back to residence for the inspectors posted has to be arranged by the respective inspection Agency to perform inspection services at

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vendor works.

- 1.12 The Inspection Agency shall have adequate experienced inspection personnel to maintain the required strength of inspectors by suitable immediate substitute for the inspectors who resign / on long leave and the Inspection Agency has to take all necessary steps to ensure the inspection services without any obstruction or interruptions.
- 1.13 The Inspection Agency / the inspector shall not off-load either full or part of the work, assigned by BHEL. If found, contractor shall be immediately terminated.
- 1.14 The information regarding addition/deletion change of manpower shall be furnished to QC/OLI, BHEL, Ranipet, on every three months. Additional manpower shall get qualified / approved by QC/OLI, BHEL, Ranipet, during changes. Only BHEL qualified/approved inspector shall be utilized for carrying out inspection at the place of inspection. **If it was observed or complaint received by BHEL/Customer that the non-qualified inspectors are engaged by Inspection Agency for any stage of inspection, the contract will be terminated immediately.**
- 1.15 If any discrepancy is found during checking /audit of inspected items received at Unit /site /shop or feedback received from customer on aesthetic appearance , painting deficiencies, mismatching or malfunctioning etc., (during use in the shop, Erection, Testing or Commissioning) and / or records and it is established that the discrepancy is on account of inaccurate inspection, the rework and inspection charges of the concerned item shall be deducted from pending bills and /or security deposit amounts.
- 1.16 The performance of Inspection Agency shall be monitored on aspects of response time to attend the call, timely submission of inspection report, deficiency in inspection and reporting from BHEL units/sites/ shops, feedback of suppliers, Surveillance/Audit report of QC/OLI, BHEL, Ranipet and feedback from Customers. BHEL reserves the right to regulate the load based on performance and response of the agencies.
- 1.17 The Inspection Agency shall submit the Technical bid with document evidence of
  1. Organization Chart and details of technical persons with qualification and experience on roll.
  2. Supported by Performance certificate from the customer. Previous experience in industrial Inspection related activities as per clause 2.1.1 & 2.1.2 and documentary evidence to be submitted.
  3. Copies of PAN card, Service Tax, Provident Fund and ESI Registration Certificate.
  4. Technical Bid Criteria as given in Section IV duly signed by authorized signatory and Annual Turnover, Audited Profit and Loss account & Balance Sheet for the last three years.
  5. Without full details of any one of the above, the agency will be disqualified from Technical and become not eligible for price bid opening and all pages shall have original seal and signature of the Authorized persons.
- 1.18 Inspection agencies shall transact communications through network, email for faster and accurate communication.

**SECTION –II****2.0 TYPE OF PRODUCTS, LOCATION AND APPROXIMATE LOADING ON NON PRESSURE PARTS & SUBCONTRACTORS LOCATION (INDICATIVE) & QUANTUM OF WORK****2.1 TYPE OF PRODUCTS:**

2.1.1	Sub-contracting of fabricated items by BHEL are in general as below but not limited to General Fabrication: Boiler ESP column, FGD components, ceiling girders, beams, welded beams, rolled beams, bracings, floor grills, ducting itemssusbi, expansion bellows, Ash Hoppers, Funnels, frame parts, other plate items, tie rods, , turn buckles, heat exchanger components, damper and gates, parts of fans(spiral casing, suction chamber, housing, diffuser, bearing pedestal, IGV, damper, labyrinth seals etc), air heaters pedestals, sector plate, basket frames, wind mill components, tanks, this includes final assembly inspection and dispatch to site also.
2.1.2	Machining Components: BHEL also offloads various components which need precision machining and assembly like Gates, Dampers, fans rotating components, sector plates, APH & ESP components and other jobbing items.

**2.2 SUB CONTRACTORS LOCATION:**

2.2.1	Inspection shall be carried out only at BHEL approved subcontractor / vendor works,
2.2.2	The Sub-contractors are fairly equipped with suitable facilities for the type of jobs loaded on them and they are selected and approved by a vendor selection committee of BHEL. Where ever it is found that vendor is offering material at non-approved vendors place or shop, the inspection agency has right to reject such material. In case the Inspection agency accepts/clears the items at such places & it comes to the notice of BHEL or Customer, BHEL will have all right to take suitable action on inspection agency for termination of contract.

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2.2.3	<p>The Subcontractors are located in and around Ranipet, Chennai, Coimbatore, Hosur, Salem, Trichy, Pudukottai, Thanjavur, Madurai, and other peripheral areas of Tamilnadu, Pondicherry, Bangalore and other parts of India as follows: Approximate no of firms located in the above places are given below:</p> <p>Ranipet (in and around) – 279.</p> <p>Chennai – 52 &amp; 43 (Sriperumpudur)</p> <p>Coimbatore: 7</p> <p>Hosur – 19</p> <p>Salem – 09</p> <p>Trichy/Pudukottai: - 33</p> <p>Madurai:- 3</p> <p>Bangalore – 10</p> <p>Pondicherry – 02</p> <p>Raipur, India – 01</p> <p>Nagpur, India-01</p> <p>Ludhiana, India-01</p> <p>Rest of India</p>
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**Not with standing anything to the contrary, the contractor shall not refuse to perform the work on the ground that the new locations were added subsequent to the submission of bids.**

**2.3 QUANTUM OF WORK**

<b>Category</b>	<b>Activity / Description</b>	<b>Estimated Quantum</b>
I	Inspection of General Fabrication of Boiler and Boiler Auxiliaries Where complete Drawings are supplier by BHEL and materials will be either supplied by BHEL or procured by the vendors.	77,250 MT for Jan'2022-Dec 2022
II	Inspection of Machined components of Boiler and Boiler Auxiliaries Where complete Drawings are supplier by BHEL and materials will be either supplied by BHEL or procured by the vendors	Rs. 1275.00 Lakhs worth of PO Value for Jan'2022-Dec'2022
III	Inspection of shot blasting, painting, nitriding & Galvanizing, and bought out sub delivery components and Boiler and Boiler auxiliaries.	Rs. 949 Lakhs worth of PO Value for Jan'2022-Dec'2022
IV	Inspection of Jigs, fixtures and other tooling jobs ordered by BHEL against drawing and the material under the scope of vendor.	Rs. 80.00 Lakhs worth of PO Value for Jan'2022-Dec'2022

**Note:**

1. The quantum stated herein is estimates and hence by their very nature are likely to vary.
2. It is possible that these quantities may vary substantially on the positive or negative side depending on the fluctuations in business & economic scenario.

Therefore, notwithstanding, anything to the contrary no claim against BHEL shall lie in the ground, that actual quantum is less than or substantially less than what is stated herein.

**SECTION –III**

**3.0 PROCEDURE FOR INSPECTION**

- 3.1 BHEL furnishes manufacturing drawing/BHEL or Customer approved drawings to each of the sub-contracting vendors from BHEL Approved suppliers.
- 3.2 Raw materials are supplied either by BHEL or procured by subcontracting vendors from BHEL Approved suppliers.
- 3.3 All raw materials shall be verified with documents / test reports as per quality work instructions to ensure its correctness and suitability.
- 3.4 All inspection activities shall be carried out as stipulated in quality management instruction (QMI 26) Latest, in addition to the engineering drawing All the inspection activities shall be carried as stipulated in quality management instruction (QMI 26) latest, in addition to the engineering drawing which details the products and inspection requirements, BHEL gives quality work instructions (QWI) like quality document for inspection stages as in Annexure A. Quality control procedures (QCP), standard quality plans (SQP), standard inspection procedure (SIP), contract quality plan (CQP) as applicable for each product. Most of the components of assemblies / sub-assemblies require stage inspections including raw material inspection, verification of process parameters. All components require final inspection
- 3.5 Wherever customer inspection is envisaged, the same has to be coordinated by the inspection personnel at the subcontractor's works. Quality plan or separate communication or both will be given to notify the requirement at the appropriate time.
- 3.6 Sub-contractors located in different zones will submit inspection calls by hard copies, oral communication in case of urgency, e-mail, and online call booking through B2B at the nodal points identified by the inspection agency.
- 3.7 Inspection agencies are expected to attend all the inspection calls within 4 hours from the time of inspection calls. Inspection calls not attended within 24 hours will be viewed seriously and lead to cancellation of contract without notice period.
- 3.8 Due to urgency of work, other agencies of BHEL / customer, if authorized by BHEL/QC/OLI, may also issue instruction to Inspection Agency
- 3.9 Inspection Agencies shall carry out inspection activities such as material identification, in-process inspection, non-destructive examination as applicable, final inspection and documentation as specified in quality documents.
- 3.10 Inspection agencies are expected to execute and provide quality services in a professional manner & commensurate with the available facilities. They also shall educate and guide the vendor for proper process control.
- 3.11 Inspection agencies have to arrange their own transporting arrangements to reach the vendor's/subcontractor's site for inspection. Residence of inspectors shall be within 20kms for easy accessibility.
- 3.12 Workload fluctuation is cyclic from month to month maximum depending upon the availability of raw materials. It is therefore requested that this cyclic nature of work load should be kept in mind while arranging inspection against this contract.

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- 3.13 The performance of inspectors will be monitored continuously by BHEL and Performance rating will be communicated to you separately. In case of Unsatisfactory performance, you are expected to take appropriate time bound corrective actions to improve the quality of service and feedback shall be given to BHEL on the corrective actions taken.
- 3.14 In emergencies / exceptional cases, inspectors posted by the Inspection Agency have to provide the services at short notice, in extended working hours, Sundays, holidays and in odd hours to the requirement of BHEL.
- 3.15 The components, which are inspected and cleared by the inspectors posted by inspection agency, may be subjected to re-inspection by BHEL Quality control personnel or Customer Inspector. Wherever any extra expenditure incurred either by BHEL or by its customers, either during fabrication or erection at site, towards Rectification of defects in the components cleared by your inspectors and if the cause of this rectification is due to faulty inspection clearance, the rework and inspection charges incurred will be recovered from your bills and decision of BHEL Quality will be final in this regard.
- 3.16 Inspection agencies have to ensure every finished component accepted by inspector shall bear the metallic seal of inspector in prominent place. Whenever small components are involved, the inspection agency shall ensure that the components are bundled or put in a box and sent along with a metallic tag which will bear the seal of inspector. Inspection report shall also be affixed with the seal provided on material or metallic tag for identification & co-correlation wherever feasible. Each inspector shall be provided with a metallic seal with unique identification no. & list of such inspectors with the details on seal shall be submitted for BHEL approval. The inspector who is doing inspection shall put his seal only on the jobs & indicate its details in the inspection report. Any other seal or seal of other inspectors is not acceptable. Inspection agency has to arrange for digital signature of all the inspectors for issuing the IR online.
- 3.17 The components inspected and found satisfactory for dispatch shall be accepted by raising Inspection Report (IR). The inspection Reports shall be processed through online inspection call & IR generation system. The inspection report shall have the name & signature of Inspecting authority, vendor & customer (if customer inspection is involved).

## SECTION IV

## TECHNICAL BID CRITERIA

(TO BE FILLED BY THE BIDDER)

SL. NO	TECHNICAL BID CRITERIA	Accepted
		Not Accepted
1	Quotation to be submitted in e-procurement portal only.	
2	An Earnest Money Deposit (EMD) amount of Rs.1,29,500 (Rupees One Lakh Twenty-Nine thousand and five hundred only) to be sent along with your offer. MSE vendors exempted from EMD.	
3	For Category I, Only SINGLE RATE PER METRIC TON of finished goods shall be considered. For Category II, III & IV, single rate in % of PO value shall be considered. Rate should be quoted without any conditions on distribution of workload. No escalation of rate is admissible during the contract period. The rate should be exclusive of service tax.	
4	The Inspection Agency should have a minimum of 7 years <b>continuous</b> experience in Industrial Inspection related activities as per clause 2.1.1 & 2.1.2 and documentary evidence to be submitted.	
5	Inspection Engineers shall have the following qualification. <ul style="list-style-type: none"> <li>a) <b>Minimum qualification of Diploma/Degree in Mechanical/ Metallurgy Engg. / Production Engg</b></li> <li>b) Minimum six years for Diploma Holders/ three years for degree holders of experience on fabrication, machining and painting.</li> <li>c) Level-II qualification in NDE-RT, UT, MT, PT as per SNT-TC-1A-2011 version of ASNT.</li> <li>d) Shall have familiarity with ASME/AWS code requirements.</li> <li>e) All inspection Engineers shall have certificate on painting inspection.</li> <li>f) All Inspectors shall have knowledge on English (<b>Read, write &amp; speak</b>)</li> <li>g) <b>Inspection Engineers shall be conversant with the use of measuring instruments, gauges etc., and possess working knowledge on computers.</b></li> </ul>	
6	All Inspection Engineers shall be trained at BHEL and shall be qualified through written/ oral/ practical test conducted on the completion of training.	
7	All the inspection calls have to be completed within 4 hrs from the time of inspection calls. Inspection calls not attended within 24 hrs will be viewed seriously and lead to cancellation of contract without notice period.	
8	In emergencies/ exceptional cases, Inspection has to be carried out round the clock including Sundays and Holidays & in odd hours by employing adequate Inspection Engineers to the requirement of BHEL.	

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9	Required Inspection engineers have to be posted at different places on permanent basis to meet the requirement of BHEL. Only Experienced Inspector (Trained & Qualified by BHEL) shall be substituted to take care of leave post. Minimum of Four Inspectors to be assigned by the bidder irrespective of the % of award. In case, the % of award is more, the bidder has to ensure posting of additional inspectors in commensurate with the % of award and in line with BHEL QC-OLI communication in this regard.	
10	Inspection Agency to own the responsibility to ensure that the components are inspected at appropriate stages and at final stage as per the BHEL Quality Management Instruction (QMI) and Quality Work Instructions (QWI) and records shall be maintained. Where ever Customer inspection is involved the inspector accompanying him shall be responsible for collecting Inspection Report/CHP from Customer & its submission to BHEL.	
11	Inspecting Agency has to own the responsibility to ensure the safety and security of their respective Inspecting Officials while carrying out Inspection activities.	
12	Inspection Agency has to take all necessary steps to ensure the Inspection services without any obstruction or interruptions.	
13	Inspection Agency has to perform the Inspection activities with the existing facilities at sub-contracting firms and no additional facility can be provided.	
14	Necessary Transportation facility for Inspection Engineers has to be arranged by the respective Inspection agency to perform Inspection services at different sub-contracting firms.	
15	The Inspectors posted for inspection shall be available in the neatly dressed in the Inspection agency's Uniform (for easy identification in Shops) and with Safety shoes, all to be furnished by the Inspection Agency.	
16	The Inspection Agency shall have adequate experienced Inspection personnel to maintain the required strength of Inspectors by suitable immediate substitute for the Inspectors who resign/on long leave and the Inspection agency to take all necessary steps to ensure the Inspection services without any obstruction or interruptions.	
17	All Inspection personnel being offered to BHEL shall be regular employees or shall have at least minimum six years for Diploma Holders/ three years for degree holders of experience on fabrication, machining and painting of running contract with bidder. Documents related to such contracts shall be submitted to BHEL for scrutiny, acceptance & qualifying by BHEL. No consultant or freelancer is allowed for BHEL inspections. All inspection personnel shall carry photo identity card issued by respective TPIA & his own metallic seal as per the seal details furnished to BHEL. Also only NDT & painting qualified inspector shall be engaged for the NDT/Painting jobs.	
18	Safety, Provident fund, ESI, Insurance and all statutory requirements and BHEL safety rules and regulations are to be taken care by you. BHEL is not responsible for any injury or damage that is caused to your staff during the course of inspection or otherwise.	
19	All inspection agencies shall have regional offices in India preferably in Tamil Nadu and	

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	local offices at Ranipet and the Head/ Coordinator at Ranipet shall possess adequate Technical& communication skills for easy understanding and technical communication. The heads shall be capable and qualified enough to conduct audit at the vendor woks where problems will be reported by QC/OLI and also he shall have adequate control over the inspectors engaged in different places pertaining to the contract.	
20	<b>The period of contract will be one year from the date of execution of inspection contract.</b> The contract can be extended for further period based on mutual agreement between BHEL and Inspection agency.	
21	<p><b><u>Award of contract and work sharing:</u></b></p> <p>21.1 The highest rate quoted techno-commercially accepted (TCA) bidder (H1) will not be considered.</p> <p>21.2 If the number of TCA bidders are <b><u>four and above</u></b>, the contract will be awarded to maximum of 3 TCA bidders as selected below: (after eliminating H1)</p> <ul style="list-style-type: none"> <li>▪ Techno-commercially accepted L1 price is counter-offered to other bidders in the order of ranking.</li> <li>▪ If the counter offer is not acceptable to any bidder, the same will be offered to the next higher ranked bidder in the order of ranking leaving out the highest quoted TCA bidder.</li> <li>▪ After counter offering process, if the bidders are limited to 3 including L1, work share will be: L1: 50%, L2 :30%, L3 :20%</li> <li>▪ After counter offer, if the bidders are limited to 2 including L1, work share will be L1: 70%, L2 :30%,</li> <li>▪ If there is no acceptance to counter offer, the entire work share will be given to L1.</li> </ul> <p>21.3 If the number of TCA bidders are <b><u>three</u></b>, the contract will be awarded to maximum of 2 TCA bidders as selected below, (after eliminating H1)</p> <ul style="list-style-type: none"> <li>▪ Techno-commercially accepted L1 price is counter-offered to other bidders in the order of ranking.</li> <li>▪ If the counter offer is not acceptable to any bidder, the same will be offered to the next higher ranked bidder in the order of ranking leaving out the highest quoted TCA bidders. (L3)</li> <li>▪ After counter offering process, if the bidders are limited to 2 including L1, work share will be L1: 70%, L2 :30%,</li> <li>▪ If there is no acceptance to counter offer, the entire work share will be given to L1.</li> </ul>	

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	21.4 If the number of TCA bidders is <b>two</b> , the entire work will be awarded to L1. (After eliminating H1) leaving out the highest quoted TCA bidders (L2).	
22	As per the policy guidelines of BHEL, Shuffling will take place every six months between Inspection agencies to different subcontracting firms; BHEL reserves the right to regulate the load based on performance and response of the agencies.	
23	Payment for the accepted invoices towards Inspection services will be paid within 45 days from the date of submission of the relevant accepted invoices. Payment will be done through <b>e - mode only</b> .	
24	The Bidder shall fill the format <b>“Particulars of Inspection Agency”</b> and submit along with the Technical Bid.	
25	The Inspection Agency shall submit the technical Bid with document evidence of <ul style="list-style-type: none"> <li>1) Organization chart and details of technical persons with qualification and experience on roll</li> <li>2) Supported by performance certificate from the customer. Previous experience in Industrial Inspection related activities in Fabrication of boiler components or Boiler construction site,</li> <li>3) Copies of PAN card, Service Tax, Provident Fund and ESI Registration Certificate.</li> <li>4) Technical Bid criteria as given in Section IV duly signed by authorized signatory.</li> <li>5) Annual turnover, Audited profit and loss Account&amp; Balance sheet for 3 years (i.e. 2017-18, 2018-19 &amp; 2019-20 (or) 2018-19, 2019-20 &amp; 2020-21).</li> <li>6) Without full details of any of the above, the agency will be disqualified from Technical Bid and become not eligible for price bid opening and all pages shall have original seal and signature of the authorized persons.</li> </ul>	
26	No other pre conditions along with your offer will be entertained by BHEL.	
27	BHEL reserves the right to reject any offer without assigning any reason.	
28	BHEL reserves the right to summarily terminate the contract during service on integrity related issues.	
29	All original documents are to be shown for verification on demand for conformations.	

NOTE: Non acceptance to the condition will be considered as deviation. Hence the offer may likely be rejected.

## PARTICULARS OF INSPECTION AGENCY

(TO BE FILLED BY THE BIDDER)

1.1	Name of company			
1.2	Head office			
	i)	Address:		Fax no:  Website:
	ii)	Phone no:		
	iii)	E mail:		
1.3	Chief Executive:			
	i)	Name:		
	ii)	Designation:		
	iii)	Office Address:		
	iv)	Phone No:		
	v)	Email:		
	vi)	Qualification:		
	vii)	Profile:		
	viii)	Experience:		
1.4	Authorized persons to participate in Reverse Auction process			
	i)	Name:		

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	ii)	Designation:	Landline:		Mobile:			
	iii)	Office Address:						
	iv)	Phone No						
	v)	Email:						
	vi)	Qualification:						
	vii)	Profile:						
	viii)	Experience						
1.5	<b>Ownership Status</b>		(please put v mark in appropriate box)					
			Govt. of India Undertaking			State Govt. undertaking		
			Public Limited			Private limited company		
			Company partnership/ Individual firm			Others (Please Specify)		
(Please submit documentary proof such as memorandum& Articles of association, company registration certificate, partnership deed as applicable)								
1.6	i)	Total no. of persons:						
	ii)	No of persons engaged in inspection:						
	iii)	Total no of branches:						

1.7	<b>Particulars of branches (add separate sheet if required)</b>				
	i)	Location:			
	ii)	Name of Branch Manager:			
	iii)	Address:			
	iv)	Phone no:	Landline:	Mobile:	
	v)	Fax no:			

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	vi)	Website:			
	vii)	Email:			
	viii)	Total no persons:			
	ix)	No of persons engaged in inspection			
1.8	<b>Date of Incorporation/ registration:</b>				
1.9	Turnover of the company from inspection services for the earlier 3 years:		Year	Turnover (In Rs. Crore)	Remarks
			2018-2019		
			2019-2020		
			2020-2021		
			Average		
1.10	Audited annual report for the earlier 3 years (to be enclosed)				
1.11	Income Tax certificate for the earlier 3 years (to be enclosed)				
1.12	Bankers name and address:				
1.13	Registration with statutory bodies:				
	a	Income Tax PAN no.			
	b	Service Tax registration no. (please enclose relevant letter/certificate)			
1.14	a	Whether company is ISO:9001-2015 certified	Yes/no		
	b	If yes, Year of Certification			
	c	Certification body& Certification no.			
	d	Whether company is certified for	Yes/No		

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		ISO/IEC:17020:						
	e	If yes, Year of Certification						
	f	Certification body & Certificate no.						
1.15	Organization: (Please enclose organization chart)							
1.16	<b>List of clients during last five years:</b>							
	Sl no	Client	Supplier (S)	Item (S)	P.O/Contract No	Value	Remarks	
	1	2	3	4	5	6	7	
1.17	i)	<b>Bio data of all persons engaged in Inspection:</b>						
		Sl no	Name	Technical Qualification	Additional certification (ndt) no of years	Experience in inspection field	Specimen Signature (Attested)	Remarks
		1	2	3	4	5	6	7
	ii)	Summary:						
		PG/Graduate Engineers:						
		Diploma Engineers:						
		Total:						
1.18	Type of services offered:							
1.19	Did you provide TPI services to any BHEL unit/division? If yes, please give details					Yes/ No		
1.20	Whether any litigation/arbitration is pending If yes, please give details					Yes/No		
1.21	No deviation certificates (In the format enclosed):							
1.22	Information regarding banning, blacklisting from business							

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1.23	Any other information: Use Additional sheet, (If required)
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Signature of Authorized person

Name:

Date:

Seal:

All the above Technical Bid Criteria along with the requirements prescribed in Section I to IV are acceptable

**Signature with Seal of Authorized signatory**

**PRE-QUALIFICATION REQUIREMENTS (PQR):**

Sl. NO	DESCRIPTION	BHEL REQUIREMENT	BIDDER'S CONFIRMATION
1	EMD	Rs. 1,29,500/- or MSE certificate along with CA certificate for the latest year	DD/Ref. No. _____
2	Eligibility	<p>An essential qualification requirement of the contractor for tender submission shall be as under:</p> <p>1. Average annual financial turnover of the Contractor during the last 3 years ending on 31st March 2021, should be at least <b>Rs. 19.431</b> lakhs and the Copies of audited Balance Sheet and Profit &amp; Loss Account for the last three financial years ending on 31.03.2021 duly certified by Chartered Accountant are to be submitted. If accounts for the year for 2020-21 are not finalized, the above documents for the years 2017-18, 2018-19 and 2019-20 can be submitted.</p> <p>2. Contractors having experience of successfully completed similar works (ref. Note (i) below) during the last 7 years as on 30.09.2021 should be any one of the following three categories.</p> <p>a. Three similar completed works each costing not less than the amount equal to <b>Rs. 25.90 Lakhs (excluding GST)</b></p> <p style="text-align: center;"><b>OR</b></p> <p>b. Two similar completed works costing not less than the amount equal to <b>Rs. 32.38 Lakhs (excluding GST).</b></p> <p style="text-align: center;"><b>OR</b></p> <p>c. One similar completed work costing not less than the amount equal to <b>Rs. 51.82 Lakhs (excluding GST).</b></p> <p>Note (i): "Similar works" mentioned in sl. no: 2 shall mean Successful execution of inspection service contract for inspection of any Power plant equipment in subcontractor works.</p>	
3	Document "Copies" to be submitted with tender.	<p>a) <b>LOA's of the works completed</b></p> <p>b) <b>Work Completion certificates for the LOA's referred.</b></p> <p>c) <b>Certified Balance sheet and P/L account statement duly certified by the chartered accountant for the last 3 years (i.e. 2017-18, 2018-19 &amp; 2019-20 (or) 2018-19, 2019-20 &amp; 2020-21).</b></p>	
<p>Note:</p> <p>i. Tender bids not meeting any of the above pre-qualification criteria shall be rejected and shall not be considered for further evaluation of tender.</p> <p>ii. Possession of PF registration number is not mandatory. However, the successful tenderer has to register with the PF authorities and furnish the registration number before the first Running account bill.</p> <p>iii. BHEL reserves its right to reject the tender on account of unsatisfactory past performance by the bidder in other projects awarded under different enquiry.</p> <p>iv. The work executed in the own name of the bidder only will be considered for similar works executed for meeting the eligibility criteria.</p>			

**CHECK LIST**

(to be filled by Bidder)

S No	Description	To be filled by bidder
1	Name of the Tenderer	
2	Address for Communication	
3	Email Cell Phone Fax	
4	Whether the firm is individual firm or Sole proprietorship firm or partnership firm or Hindu undivided Family or association of persons or Private Limited company or Public Limited company or any other please specify	
5	Has the Firm/ Proprietor or partners or directors been convicted of any criminal offence by any competent court. If so furnish particulars.	
6	Self-declaration for Confirmation on not hold/delist/banned by any of BHEL unit as on bid opening date.	
7	Whether the contractor has registered his workmen under employees State Insurance Act. If so, the Registration No./ Enrolment Number may be furnished. (Photo copy is to be enclosed)	
8	PAN no and documentary proof (Photo copy has to be enclosed)	
9	The GST heads under which the enlisting person registered with GST Authorities and copy of GST registration certificate has to be enclosed.	
10	Whether the contractor has registered his workmen under Employees Provident Fund and Miscellaneous Provisions Act. (Photo copy is to be enclosed)	
11	Applicable GST quoted Note: Please refer clause no.24 (page no. 32) of Special terms and conditions of this Tender regarding GST.	Central tax@ _____% State tax @ _____% Integrated tax@ _____% Union territory tax@ _____%
12	MSE Details (along with CA certificate for the latest year)	

**Instructions to Bidder**

1. Earnest Money Deposit (EMD) amount of **Rs.1,29,500** (Rupees One Lakh Twenty-Nine thousand and five hundred only), must be accompanied with the tender in the form of: -

- Demand Draft (DD) drawn from any nationalized bank in favour of “BHEL, Ranipet” payable at Ranipet (or) SBI, Mukundarayapuram (code 7013).
- Fixed Deposit Receipt issued by scheduled banks/ Public Financial Institutions as defined in the company’s act. FDR should be in the name of the contractor, a/c BHEL.

**Note: If bidder is paying EMD through Demand Draft or Fixed Deposit Receipt (FDR), original copy to be sent to the following address:**

**Sr. Engineer/ WCM DEPARTMENT,  
ENGG. BUILDING – GROUND FLOOR (WEST SIDE),  
BHARAT HEAVY ELECTRICALS LIMITED,  
RANIPET, Ranipet DISTRICT,  
TAMIL NADU– 632 406.**

**Tenders must be addressed to the Sr. Engineer/WCM in a sealed cover by super scribing the tender enquiry number on the cover. Also scanned copy of EMD to be submitted along with the technical bid.**

- Pay online (SBI Collect)
  - Visit <https://www.onlinesbi.com/sbicollect/icollecthome.htm>
  - Click “Proceed” button
  - Select “Tamilnadu” in the drop down menu under “State of Corporate/Institution”.
  - Select “PSU-PUBLIC SECTOR UNDERTAKING” in the next drop down menu under “Type of Corporate/Institution”
  - Click “Go” button
  - Select “BHEL BAP RANIPET” in the drop down menu under “PSU-PUBLIC SECTOR UNDERTAKING”.
  - Click “Submit” Button
  - Select “EMD” in the drop down menu under “Select Payment Category”
  - Now Fill in the required details and ensure correctness of data filled. Ensure that you are entering correct enquiry/tender number and other details correctly.
  - Make payment for EMD as required in tender after entering the details and enclose copy of receipt along with tender documents.
- Bidders can pay EMD through online on below account:

NAME OF BANK	<b>STATE BANK OF INDIA</b>
BANK BRANCH ADDRESS	<b>STATE BANK OF INDIA BHEL PROJECT BRANCH MUKUNDARAYA PURAM BHEL TOWNSHIP RANIPET-632406</b>
ACCOUNT NO	<b>10664849171</b>
MICR CODE	<b>632002003</b>
IFSC CODE	<b>SBIN0007013</b>
SWIFT CODE	<b>SBININBB450</b>

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2. The Earnest Money Deposited by the successful tenderer will be retained towards security deposit for the due fulfilment of the contract.
3. In the case of unsuccessful tenderers, the earnest money will be refunded normally within 15 days of acceptance of award of work by the successful tenderer.
4. "No interest shall be payable by BHEL on Earnest Money or Security Deposit, if applicable, or any money due to the contractor by BHEL".
5. "BHEL shall have the right to recover any money due from the contractor, from any money due to the contractor under this contract or any other contract or from the security deposit".
6. The Bharat Heavy Electricals Limited, reserves the right to reject any or all the tenders received or accept any tender or part thereof without assigning any reason there for.
7. Should a tenderer or a contractor has a relative or in the case of a firm or company of contractors, any of its shareholders or shareholder's relative, employed in Bharat Heavy Electricals Limited, the authority inviting tenders shall be informed of this fact at the time of submission of the offer, failing which the offer may be disqualified or if such fact subsequently come to light, the contract may be cancelled.
8. BHEL employees and their dependents are NOT eligible to submit their offer against this contract. Even if they submit out of ignorance, the offer shall be disqualified.
9. If the contractor deliberately, gives wrong information in his tender or creates conditions favorable for the acceptance of his tender, Bharat heavy Electricals Limited reserves the right to reject such tender at any stage.
10. Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.
11. Multiple Bids: -  
The bidder in his own interest shall submit only one id. If a bidder submits multiple bids, all the bids are liable for rejection. Bids shall be considered "Multiple" in the following circumstances:

- a) Two bids by the same party
- b) If one bidder is the affiliate of another bidder.

For the purpose of this clause "Affiliate" shall mean with respect to any person, any other person that directly or indirectly, controls, is controlled by, or is under direct or indirect common control with, such person, or is a director/ member/ office/ employee of such person or of any person who would otherwise qualify as an affiliate of such person pursuant to this definition.

"Person" for the purposes of this definition shall mean any natural person, individual, corporation, limited partnership, co-operative, general partnership, joint stock company, joint venture, association, company, trust bank, trust company, land trust, business trust, corporate body or other organization, whether or not a legal entity.

12. Offers of the Contractors/Suppliers, against whom, any unit of BHEL had initiated process for "Suspension of Business Dealings" or already done will summarily be rejected.

**13. Suspension of Business dealings with Suppliers:**

Any supplier against whom action has been initiated under “suspension of business dealings with suppliers” are not qualified to participate in this tender. Before submitting offer, prospective bidders are advised to visit our web-site [www.bhel.com](http://www.bhel.com) / supplier registration to familiarize themselves with BHEL’s policy and procedures of Suspension of Business Dealings with Suppliers. Submission of offer shall be deemed to be evidence of the Bidder to have read and understood the above said policy.

**14. Treatment of Banned / Under-performing Vendors:**

Any supplier who has been put on “Hold” or “Banned” from having business dealings with BHEL, Ranipet or any other unit of BHEL shall not submit their offer against this tender. If any such offers are received they would be summarily rejected and sent back. During the processing of tender, if any unit of BHEL puts a supplier on “Ban” then further processing of the offer will not be taken up and in case an order is placed, BHEL, Ranipet may resort at their discretion to cancel the PO either fully or partially.

15. In quoting the rates, the tenderers are advised to take into account of all the factors including any fluctuations in the market rates etc. No claim shall be entertained on this account after acceptance of the tender or during the currency of the contract.
16. QUOTING: The tenderer should quote the total lumpsum price for the entire contract scope. Percentage allocation against each rate schedule is provided in price bid for your quoting purpose. Individual schedule rates so derived based on the total lumpsum price shall be deemed to be the contract rate for all purpose.
17. The rates quoted in the tender shall remain valid for a period of three months from the date of technical bid opening for acceptance by BHEL. No unsolicited revision in the tender offer shall be entertained after opening of tenders and till expiry of the validity period.
18. Any deviation to this tender terms & conditions and schedules of this tender will lead to total rejection of the offer submitted.
19. If a tenderer withdraws his offer after submission or after acceptance, fails to engage sufficient manpower in accordance with the instructions of the Manager/QC-OLI, the earnest money deposited by him will be forfeited and acceptance of his tender will be withdrawn.
20. The Tenders shall closely pursue all the clauses, specifications and drawings indicated in the tender documents before quoting. Should the bidder have any doubt the meanings of any portion of the tender specification or find discrepancies or omission in the drawings or the tender documents issued are in complete or shall require clarification on any of the technical aspect, scope of work etc., he shall at once contact the authority inviting the tender for clarification before the submission of the tender.
21. Before tendering, the bidders are advised to inspect the site of work and the environments and be well acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour. No claim will be entertained later, on the ground of lack of knowledge.
22. In the event of expiry or in capacitance of a tenderer after submission of the tender, BHEL may at their discretion cancel their offer/quotation.
23. The tenderers can visit BHEL on working days during office working hours for any clarifications before submitting their offer.

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24. If vendor have their MSE Certificate (Micro/small only), EMD need not to pay for this work. They have to submit Udyog Aadhaar / NSIC/ Udyam Registration along with CA certificate for the latest year.

### 25. **Reverse Auction:**

BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on [www.bhel.com](http://www.bhel.com)) for this tender. RA shall be conducted among the techno-commercially qualified bidders.

Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.”

26. **The L1 will be decided based on the lowest quoted value in each category.**

27. BHEL reserves the right to reject any tender on the basis of unsatisfactory performance of the bidder in any ongoing job or any similar job in the past.

28. The following points shall be taken note while quoting the rates:

- a) The rate quoted shall be firm throughout the period of contract and extended contract period also. No cost escalation is allowed on any account.
- b) Sufficient manpower to be provided.
- c) No work kept unfinished in shift.
- d) Contractor should not claim for any variation in quantity.
- e) At the end of completion, the contract may be extended on mutual agreement.

29. Vendor shall visit the Plant before submitting the offer to get to know the location for deploying adequate and suitable personnel for the works & also the equipment.

30. Possession of PF registration number is not mandatory. However, the successful tenderer has to register with PF authorities and furnish the registration number before first Running Account Bill.

31. **Bidders have to submit their offers through BHEL eProcurement Portal website: <https://eprocurebhel.co.in/nicgep/app> only.**

32. MSE CLAUSE: -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 (as below) 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 last 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 Gazette officer.

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All MSE suppliers shall continue to be in PMD with MSE status based on the EM II certificate or valid NSIC certificate.

Any new supplier will be eligible for registration with BHEL as MSE supplier provided at least any one of the following documents are submitted along with application for registration.

- a) Valid NSIC certificate
- b) Entrepreneurs Memorandum part II (EM II) certificate (valid based on deemed validity of 5 years).
- c) EM II certificate along with attested copy of CA certificate (as per prescribed format as below applicable for the relevant financial year (latest audited), where the deemed validity of EM II is over.
- d) However, credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers) at the time of tender evaluation.

### (Certificate by Chartered Accountant on letter head)

This is to certify that M/s ..... (Herein referred to as 'company') having its registered office at ..... is registered under MSMED Act 2006, (Entrepreneur Memorandum No (Part-II) ..... Dt. ...., Category: ..... (Micro/Small)). (copy enclosed).

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

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

Rs ..... Lacs

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

Rs ..... Lacs

### (Strike Off whichever is not applicable)

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

**Or**

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

**Date:**

(Signature)

Name:

Membership Number:

Seal of Chartered Accountant

Page 25 of 50 Compliance: Accepted to comply all the above points

**SIGNATURE OF THE TENDERER  
WITH SEAL AND ADDRESS**

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33. Incomplete offers shall become liable for rejection.
34. EMD by the tenderer will be forfeited if
  - (i) After opening the tender, the tenderer revokes his tender within the validity period or increases his earlier quoted rates,
  - (ii) 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 15 days after award of contract.
35. All entries in the tender documents should be in one ink. Erasures and over-writings are not permitted. All correspondences and insertions should be duly signed by the tenderers concerned. Tenderer has to put sign and seal at the bottom right side in all the pages of tender documents.
36. The tenderer should fill and sign the "checklist of this Tender document" which forms part of the technical bid.
37. Conditional tenders, tender containing absurd rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in acceptance with the tender conditions laid down by the Accepting Officer, are liable for rejection.
38. If a tenderer expires after submission of his offer, the Bharat Heavy Electricals Ltd, may be at their discretion to reject such offer.
39. BHEL reserves the right to negotiate with L1 bidder.
40. Tenderers shall not increase their quoted rates in case BHEL negotiate for reduction of rates, such negotiations shall not amount to cancellation or withdrawn of the original offer and the rates originally quoted shall be binding on the tenderers for a period of three months from the date of opening of tenders.
41. The tenderer should be present if called for negotiation. In case, the tenderer's authorized person is attending the negotiation such person should have the authorization letter and he should be capable of taking spot decisions.
42. The Successful Tenderer shall agree to the following conditions:

Contractor shall indemnify and keep indemnified BHEL, its other contractors and/or sub-contractors and its/their employees from all actions, proceedings, suits, claims, demands, liabilities, damages, losses, costs, charges, expenses judgments and fines arising out of or in the course of, or caused by the execution of work under the Contract or other obligations hereunder directly or indirectly associated herewith which may arise due to:

  - i) Breach of law by the Contractor, or any of its sub-contractor, or any of their respective employees.
  - ii) Negligence or willful default by the Contractor, or any of its sub-contractor, or any of their respective employees.
  - iii) Failure by Contractor to proceed with Project in accordance with the determinations, instructions and clarifications of Company pending disagreement, dispute, protest, request for arbitration/ court proceedings
  - iv) Loss of property or death of any employee of BHEL or of its other contractors/ sub-contractors.

The above shall be without prejudice to any other remedy that may be available to BHEL whether as per law, contract, equity or otherwise. The quantum of work/ nature of work to be carried out by the hired crane will be decided by BHEL from time to time and the availability of the combination of work.

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### 43. Discrepancy in “words” & “Figures”:

- a) If, in the price structure quoted for the required goods/services/works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
  - b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
  - c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
  - d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date 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.
44. The tenderers are requested to bear in mind the entire operations involved, and the conditions during currency of the contract, and request for rate revision of any kind will not be entertained.
45. BHEL will not be bound by any Power of Attorney granted by the tenderer or on their behalf or changes in the composition of the firm made subsequent to the execution of the contract. They may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.
46. The general and special conditions of contract are complementary to each other and where there is a conflict, the special conditions shall prevail. In regard to matters not covered by the General or Special Conditions of Contract, those contained in the specifications approved by BHEL shall apply.
47. The “GENERAL CONDITIONS AND INSTRUCTIONS TO TENDERERS AND SPECIAL CONDITIONS TO THE TENDERER” shall be deemed to form an integral part of contract for the work to be entered into.
48. Clause in case of Tie: “In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders. In case more than one bidder happens to occupy L-1 status even after soliciting discounts, L-1 bidder shall be decided by a toss / draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s) - If available, otherwise the same procedures will be carried out to arrive for L1 ranking) Ranking will be done accordingly. BHEL’s decision in such situations shall be final and binding.”
49. If a ring formation is suspected, BHEL may reject all offers or retender or call new sources who have not been contacted or responded against this tender.
50. BHEL reserves the right to accept or reject the lowest or any other tender or accept or reject any part of such tender without assigning any reasons therefor. The contract may be awarded to one or more contractors, either in full or part.
51. All the information as called for in the various clauses and annexure of tender specification should be furnished. The details so furnished should be complete in all respects and as per the formats prescribed in the Tender specification (Statutory requirement of Contract). The bidder may have to produce original documents for verification, if so decided by BHEL.
52. Offers received with any deviation or without relevant information are liable to be rejected.

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53. Price bids received in any form other than prescribed in PRICE BID are liable to be rejected.
54. **The bidder has to quote against each category "column 13 of price bid" (which is excluding GST) only in Price Bid. GST percentage to be mentioned separately in "column 14 of price bid". The L1 will be decided based on the lowest quoted value in each category. For category-I, bidder has to quote rate in Rs./ MT and for Category-II, Category-III & Category-IV, bidder has to quote rate in percentage (%) of P.O. value (as mentioned in column no. 4 of price bid)**
55. The price quoted for this tender must be inclusive of all taxes and duties and excluding GST.
56. For any tender related clarifications, please email to [deepeshverma@bhel.in](mailto:deepeshverma@bhel.in) & [gsugumar@bhel.in](mailto:gsugumar@bhel.in) (or) contact 0417228-4975/4035.
57. **Seeking clarification on Tender Specification:** Clarifications on tender specification if any may be sought by the bidders during the office hours only from the DM/Quality- **Phone no- 04172-283153, e-mail id: [mrmanickam@bhel.in](mailto:mrmanickam@bhel.in).**
58. **WCM is arranging this contract as a nodal agency. Execution of work, Bill Certification, Bill passing, Payment, Penalty, Contract closing etc., is the responsibility of end user.**

**GENERAL CONDITIONS OF CONTRACT (APPLICABLE FOR ALL CONTRACTORS)**

**1. DEFINITION: -**

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" means, the documents forming the tender and acceptance thereof, together with all the documents referred to therein including general and special conditions to contract. All these documents as applicable taken together shall be deemed to form one contract and shall be complementary to one another.
- b) The "work" means, the work described in the tender documents in individual work-orders as may be issued from time to time to the contractor by the Officer-In charge within the power conferred upon him including all notified or additional items of works and obligations to be carried out as required for the performance of contract.
- c) The "contractor" means, the individual Firm or Company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the persons composing the firm or Company or the successors of the firm or company and the permitted assigns of such individual or firm or Company.
- d) "The Officer-In charge" means, the Officer deputed by the AGM/Q&BE to supervise the work or part of the work.
- e) "Approved" and "Directed" means, the approval or direction of AGM/Q&BE or person deputed by them for the particular purposes.
- f) "BHARAT HEAVY ELECTRICALS LIMITED" (herein after referred to as BHEL) shall mean the Board of Directors, Chairman, Executive Director, General Manager or other Administrative Officer of the said Company including AGM/Q&BE authorized to invite tenders and enter into contract for works on behalf of the Company.
- g) The "Contract sum" means, the sum accepted or the sum calculated in accordance with the prices accepted in tender and / or the contract rates as payable to the contractor for the execution of the work during the currency of the contract.
- h) A "week" means, Seven Days, without regard to the number of hours worked or not worked in any day in that week.
- i) A "day" means, the day of 24 hours (TWENTY-FOUR) irrespective of the number of hours worked or not worked in that day.
- j) A "working day" means, any 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 down in the BHEL regulations.

- 2. HEADING TO THE CONTRACT CONDITIONS: -** The heading to these conditions shall not affect the interpretations thereof.

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3. **WORK TO BE CARRIED OUT:** - The Contract shall, include all labour, materials, tools, plant, equipment and transport which may be required for the execution of the work.  
The Contractor will be deemed to have satisfied himself as to the nature of the site, local facilities of access and all matters affecting the execution of the work. No extra charges consequent on any misunderstanding in these respects or otherwise will be allowed.
4. **DEVIATIONS:** - The contractor shall not carry out any work not covered by schedule except in pursuance of the written instructions of AGM/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.
5. **OCTROI AND OTHER DUTIES:** - All charges on account of Octroi terminal or Sales Tax and or other Duties on materials obtained for the work shall be borne by the Contractor.
6. **PLANT AND EQUIPMENT:** - The Contractor shall at his own expense, supply all tools, plant and equipment (Herein after referred to as T&P) required for the execution of the contract.
7. **ASSIGNMENT OF TRANSFER OF CONTRACT:** - The Contractor shall not without the prior written approval of the BHEL, assign or transfer the contract or any part thereof, or any share, or interest thereon to any other persons. No sum of money which may become payable under the contract shall be payable to any person, other than the contractor unless the prior written approval of the BHEL to the assignment or transfer of such money is given.
8. **SUB-CONTRACT:** - The Contractor shall not sub-let any portion of the contract without the prior written approval of the BHEL.
9. **COMPLIANCE TO REGULATIONS AND BYE-LAWS:** - The Contractor shall confirm to the provisions of any statute relating to the work and regulations and Bye-Laws of any local authority. The Contractor shall be bound to give all notices required by statute regulations or By-Laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.
10. **SECURITY DEPOSIT:**

SECURITY DEPOSIT shall be collected from the successful tenderer. 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.

### **Modes of deposit:**

- a. The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:
  - Cash (as permissible under the extant Income Tax Act)
  - Local Cheque of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
  - Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
  - 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)
  - 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)

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(Note: 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).

- b. At least 50% of the required Security Deposit, including the EMD, should be collected before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.
  - c. If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.  
The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of the authority competent to award the work.
  - d. EMD of the successful tenderer will be converted and adjusted against security deposit.
  - e. EMD and security deposit shall not carry any interest.
11. **Security deposit shall be refunded only after successful completion of the contract to BHEL's satisfaction.**
12. Should a tenderer or a contractor has a relative or in the case of a firm or company of contractors, any of its shareholders or shareholder's relative, employed in Bharat Heavy Electricals Ltd, the authority inviting tenders shall be informed of this fact at the time of submission of the offer, failing which the offer may be disqualified or if such fact subsequently come to light, the contract may be cancelled.
13. BHEL shall not be responsible for any loss of securities, due to liquidation for any other reasons, whatsoever or any depreciation in the value of the securities while in their charge or for any loss of interest there on.
14. 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 realised by the sale of the securities or from the interest arising therefrom or from any sums which may be due or may become due to the contractor by BHEL and in the event of this Security Deposit being deducted by reason of such deductions or sale, as aforesaid, the Contractor shall within 7 days thereafter, make good in cash or in securities endorsed as aforesaid, any sum by which the Security Deposit has been reduced.
15. **ORDERS UNDER THE CONTRACT:** - All orders, notices etc. to be given under the contract shall be in writing, type-script 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.
16. **CONTRACTOR'S SUPERVISION:** - The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to the AGM/WCM to act on his behalf. 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.  
The Contractor or his accredited agent shall attend when required without making any claim for doing so, either the office of the AGM/WCM or the OFFICER-INCHARGE, to receive instructions.

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17. The AGM/WCM shall have full powers and without assigning any reason, require 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.
18. **LABOUR:** - The Contractor shall remain liable for the payment of all wages or other moneys to his work-people or employees under the payment of Wages Act 1936, Employees Liability Act. 1938, Workmen's Compensation Act 1923 or any other Act or enactment, relating thereto and rules framed, there under from time to time.
19. **PRECAUTIONS AGAINST RISK:** - The Contractor shall be responsible for providing at his own expense for all precautions to prevent loss or damage from any and all risks and to minimize the amount of any such loss or damage and for the necessary steps to be taken for the said purpose.
20. **DAMAGE & LOSS TO PRIVATE PROPERTY & INJURY TO WORKMEN:** -  
The Contractor shall at his own expense reinstate and make good to the satisfaction of the AGM/WCM 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.
21. **LAWS GOVERNING THE CONTRACT:** - The contract shall be governed by the Indian Laws for time being in force.
22. **CANCELLATION OF CONTRACT FOR CORRUPT ACTS:** - BHEL, whose decision shall be final and conclusive, shall without prejudice to any other right or remedy which shall have accrued shall accrue thereafter to BHEL cancel the contract in any of the following cases and the Contractor shall be liable to make payment to BHEL for any loss or damage resulting from any such cancellation to the same extend as provided in the case of cancellation for default.  
If the Contractor shall: -
  - (a) Offer or give or agree to give to any person in BHEL service any gift or consideration of any kind, as an inducement or reward for doing or for bearing to do or for having done or for borne to do any act, in relation to the obtaining or execution of this or any other contract for BHEL service,  
OR
  - (b) enter in to a contract with BHEL in connection with which commission has been paid or agreed to be paid by him or with his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to BHEL,  
OR
  - (c) 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.

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### **23. RISK PURCHASE CLAUSE AS PER BHEL SOP DT. 10.10.2017:**

- i) In case of any neglect or refusal on the part of the Contractor to:
  - commence the Contract, or
  - provide sufficient employee for the Contract or
  - if in the opinion of BHEL, the Contract performed by the Contractor are not satisfactory, or
  - if the Contractor fails to carry out the Contract or as per instructions of the BHEL or officer authorized by it,

BHEL shall have the right to have the Work done by any means, including by engaging a new contractor, at the Contractor's sole risk and expenses.

- ii) The above shall be without prejudice to any other remedy that may be available to BHEL whether as per law, contract, equity or otherwise.
- iii) In the event, the cost of the work so done (as certified by BHEL which is final and conclusive) is less than the Contract cost, the advantage shall accrue to the BHEL and if the cost exceeds the money due to Contractor under the Contract, the Contractor shall either pay the excess amount ordered by BHEL or the same shall be recovered from the Contractor by other means.

### **24. CANCELLATION OF CONTRACT FOR INSOLVENCY ASSIGNMENT OF TRANSFER OR SUB-LETTING OF CONTRACT: -**

BHEL, without prejudice to any other right or remedy, which shall have accrued or shall accrue thereafter to BHEL shall cancel the contract in any of the following cases:

If the Contractor,

- a) being an individual or if a firm any partner thereof shall at any time be adjudged bankrupt or have a receiving order for administration of his estate, made against him or shall take any proceedings for liquidation or composition under any bankruptcy Act or assignment of his effects of composition or arrangement for the benefit of his creditors or purport to do so, or if any application made under any Bankruptcy Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him on behalf of his creditors

OR

- b) being a Company, shall pass a resolution or the Court shall make an order for the liquidation of its affairs, or a receiver or Manager on-behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or Manager,

OR

- c) Assigns, Transfers, Sub-lets or attempts to assign, transfer or sub-let any portion of the work without the prior written approval of the BHEL.
- d) Whenever BHEL exercise the authority to cancel the contract under this 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 authorized officials of shipping/ Stores/ M&S, which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by AGM/Shipping or AGM/Stores or AGM/ M&S or the same shall be recovered from the Contractor by other means.
- e) In case BHEL carries-out the work under the provisions of this condition the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plants and/or labour provided by the BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the AGM/WCM whose decision shall be final and conclusive.

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- f) 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 the BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the AGM/WCM whose decision shall be final and conclusive.

### **25. CANCELLATION OF CONTRACT IN PART OF FULL FOR CONTRACTOR'S DEFAULT: -**

If the Contractor:

- a) makes default in carrying out the work as directed and continues in that state after a reasonable notice from AGM/WCM or his authorized representative;
- b) fails to comply with any of the Terms and Conditions of the contract or after reasonable notice in writing with orders properly issued there under;
- c) 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 exercise the authority to cancel the contract as whole or part under this condition BHEL may complete the work at the contractor's risk and cost (as certified by AGM/WCM which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL.

If the cost exceeds the moneys due to the Contractor under this contract the Contractor shall either pay the excess amount ordered by AGM/WCM or the same shall be recovered from the Contractor by other means. In case the 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 the BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the AGM/WCM whose decision shall be final and conclusive.

### **26. TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR. :-**

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

27. **SPECIAL POWER TO TERMINATION:** - If at any time after the award of contract, BHEL shall for any reason whatsoever not require whole or any part of the work to be carried out the AGM/WCM 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 fore-closing of the work. "If any employee/labourer working in the contract is found involved in corruption activities, the contract will be terminated and the contractor will be banned for applying for any future contract for 3 years."

28. **SUBMISSION OF BILLS BY CONTRACTOR:** - The Contractor at the end of each month shall submit a bill in triplicate detailing the various items of work done during the month supported by the requisitions issued from time to time. The Contractor shall, once in every month, submit to SDGM/DTG, separately details of his claims for the work done by him up to and including the previous month which are not covered by his contract agreement in any of the following respects:

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- a) Deviation from the items provided in the contract documents.
  - b) Extra items / new items of work.
  - c) Items in-respect of which rates have not been settled. 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.
29. **PAYMENT OF BILLS:** - All payments to be made to the Contractor, under this contract shall be by NEFT / RTGS payment within a reasonable time after the certification of bills by authorized officials of shipping/ Stores/ M&S.
30. **LD/Penalty clause:**
- BHEL reserves the right to claim compensation for losses sustained including BHEL's supervision charges and overheads for completion, on termination of contract and to impose penalty for delay in completion of work beyond one-week time from the day of work allocation shall be charged at the rate of ½% of the contract value per week of delay or part thereof subject to the maximum ceiling of 10% of the contract value.
31. **RECOVERY FROM CONTRACTOR:** - Whenever under the contract, any sum of money, shall be recoverable from or payable by the Contractors, 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** or he shall pay the claim on demand.
32. **POST TECHNICAL AUDIT OF WORK AND BILLS:** - BHEL reserves the right to carry out the post-payment Audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc., and enforce recovery of any sum becoming due as a result thereof in the manner provided in the presiding sub-paragraphs. However, no such recovery shall be enforced after three years of passing the final bill.
33. **REFUND OF SECURITY DEPOSIT:** - The Security Deposit mentioned in condition 10 above may be refunded to the Contractor after a period of one month on termination or expiry of the contract provided always that the Contractor shall first have been paid the last and final bill and have rendered a "NO DEMAND CERTIFICATE".
34. **FORCE MAJEURE CLAUSE:-** 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, Earth Quake 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 therefore neither party shall by reason of such event be entitled to terminate this Contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in 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 shall be granted for periods considered reasonable by the AGM/WCM subject to prompt notification by the contractor.
35. **ARBITRATION:** - All disputes between the parties to the contract, arising out of or relating to the contract, other than those for which the decision of the AGM/WCM or Accepting Officer or any other person is by the contract expressed to be final and conclusive. All disputes between the parties to the Contract, arising out of or relation to the Contract shall after written notice by either party to the Contract to the other party be referred and resolved by an Arbitrator nominated by the Unit Head of BHEL, Ranipet.

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Unless the parties otherwise agree, such reference shall not take place until after the completion, alleged completion or abandonment of the work of the determination of the contract. The venue of Arbitration shall be such a place or places as may be fixed by the Arbitrator in his sole discretion. The award of the Arbitrator shall be final, conclusive and binding on both parties to the contract. Subject to the above, Courts at Ranipet alone shall have exclusive jurisdiction of any matter arising in connection with this Agreement.

36. Time is the essence of contract and hence any delay in Execution of contract will attract penal action by BHEL by deduction of such amounts as may be fixed by BHEL as compensation for the delay of work. This is without prejudice to conditions of contract mentioned elsewhere regarding deduction for taking alternative action / cancellation of contract. Notwithstanding anything to the contrary, including, but not limited to, provisions relating to extension of time and compensation/or delay, time shall be the essence of the Contract.
37. The quantities mentioned in the tender are only tentative and approximate with variation upto 10%. No compensation will be paid in case of deviations in the mentioned quantities.
38. **SIGNING OF CONTRACT:** - Each contract document shall be signed by the Contractor with his usual signature. Contract by partnership of Hindu Joint Family firm, may be signed in the FIRM'S name by one of the Partners or the Karta or Manager as the case may be or by any other duly authorised representative followed by the name and designation of the persons so signing. Contracts by a Company shall be signed with the name of the Company by a person authorised in this behalf and a power of attorney or other satisfactory proof showing that the persons signing the Contract documents on behalf of the Company is duly authorised to do so, shall accompany the contract.
39. All statutory requirements under Minimum Wages Act, 1948, Factories Act 1948, Workmen Compensation Act 1923, Employees Provident Fund and Miscellaneous Provisions Act, 1952, Payment of Gratuity Act 1972, Employee State Insurance Act 1948, Contract Labour (R&A) Act 1970, Payment of Bonus Act 1965, Income Tax Act, GST Act and all other applicable Acts shall be complied with by the Contractor.
40. Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.
41. Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
42. Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and provides a copy of the same to BHEL.
43. Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.
44. No interest shall be payable by BHEL on Earnest Money/ Security Deposit/ or any money due to the Contractor by BHEL.
45. Without prejudice to the above, the Contractor shall indemnify and keep indemnified BHEL, its other contractors and/or sub-contractors and its/their employees from all actions, proceedings, suits, claims, demands, liabilities, damages, losses, costs, charges, expenses judgments and fines arising out of or in the course of, or caused by the execution of work under the Contract or other obligations hereunder directly or indirectly associated herewith which may arise due to:
  - i) breach of law by the Contractor, or any of its sub-contractor, or any of their respective employees.
  - ii) negligence or willful default by the Contractor, or any of its sub-contractor, or any of their respective employees.

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iii) loss of property or death of any employee of BHEL or of its other contractors/ sub-contractors.

The above shall be without prejudice to any other remedy that may be available to BHEL whether as per law, contract, equity or otherwise.

46. Terms not forming a part of the Contract but of the Tender shall deemed to be incorporated into the Contract.
47. BHEL shall have the right to recover any money due from the contractor from any money due to the contractor under this contract or any other contract or from the security deposit.
-

**SPECIAL CONDITIONS OF CONTRACT**

1. BHEL reserves the right to increase or decrease the tendered quantity.
2. This work shall be in force for 12 Months from the date of commencement of work. The period of the contract may be renewed or extended on mutual understanding.
3. Should any error or ambiguity be discovered in the specification or information, the contractor shall forthwith bring the same to the notice of Bharat Heavy Electricals Limited before commencement of work. The BHEL's interpretation in such cases shall be final and binding on the contractor.
4. Bharat Heavy Electricals Limited reserves the right to decide the suitability of the workers and other personnel who may be employed by the contractor.
5. In case of any loss to Bharat Heavy Electricals Limited, caused due to stoppage of work without sufficient reason or damage to any equipment or components or any property thereof, due to the negligence and carelessness of the contractor's men, the responsibility shall rest with the contractor. The actual cost of the loss or damage together with the overhead will be recovered from the contractor's bill. The decision of BHEL regarding the cost of loss as well as the extent of cost of damage shall be final and conclusive.
6. The contractor should possess necessary licenses, Permanent PF A/c No, and should take Insurance for his workers and produce them before commencement of work.
7. **PAYMENT TERMS:** The contractor should submit the invoices (3 copies) together with the inspection report. Vendor performance evaluation report shall be submitted to us once in a month on completion of inspection against each item or order and your payment shall be made through e-mode only, based on these reports. Invoices should have the breakup of actual inspection fees. The payment will be paid within **45 days** from the date of submission of relevant accepted invoice and no interest is payable on account of delay in payment. As the payment will be done through e - mode only, the bidder has to fill up the Acceptance for electronic fund transfer/ RTGS transfer and send the same along with technical bid.

Agency has to give separate Invoice for inspection charges i.e., one for the inspected components reaching BAP- Ranipet and other one for reaching Customer destination. The single invoice must be submitted for each category.

BHEL shall have the right, but not the duty, to demand any document, receipt etc relating to, or establishing the proof of, the compliance by the Contractor of any of the applicable Laws, including but not limited to labour and tax laws. You shall produce such document, receipt etc., immediately on receipt of such demand.

8. Bills as per statute shall be raised by the contractors once in a month and submitted in triplicate in the format given by BHEL. Duly verifying the IR report and date, payment will be made to MSE vendors within 45 days and other vendors within 90 days or as per BHEL norms from time to time. Payment will be made through e mode for which the contractor has to agree and submit the required information. No advance in any form is payable by BHEL.
9. BHEL reserves the right to reject any offer without assigning any reason whatsoever.
10. The contractor shall follow all statutory requirements enforced by State Government like PF, ESI, Insurance cover for their employees etc., While quoting rates, the above factors shall be taken into consideration.
11. Statutory deductions like IT etc. will be deducted from contractor's payment as required by law.

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**12.**For every month, the contractor shall prepare & submit bill in the succeeding month within 10 days from the date of certification of quantity by user dept.

**13.**Any billing related query, clarification, document requirement, etc. shall be resolved in one go by the Contractor within one week from the date of intimation.

### **14.GST: -**

#### **Registration & GST Rate:**

- a) Bidder should indicate GSTIN No. (Copy of GST registration to be enclosed) and PAN No. (copy of PAN to be enclosed).
- b) Tender will be considered/ accepted, if & only if the vendor has a valid GST Registration No.
- c) Central Tax/ State Tax/ Integrated Tax/ Union Territory tax to be quoted as extra in %.
- d) Bidders to ensure correct applicability of Central Tax/ State Tax/ Integrated Tax/ Union Territory tax based on the Inter / Intra state movement Supply of goods and provision services or both.

#### **Invoicing & Payment:**

- a) The Tax Invoice for supply of Goods & Services should be raised as per the provision of GST Act & Rules and must compulsorily mention the following: -
  - i. BHEL-RANIPET GSTIN: 33AAACB4146P2ZL or GSTIN of BHEL Nodal Agency as mentioned in NIT or informed subsequently.
  - ii. HSN Code or Service Accounting Code for supply of goods or services.
  - iii. Name & address of supplier
  - iv. GSTIN of Supplier
  - v. Consecutive Serial Number & date of issue
  - vi. Description of goods or services
  - vii. Total value of supply
  - viii. Taxable value of supply
  - ix. Tax Rate – Central Tax & State Tax or Integrated Tax, Cess
  - x. Amount of Tax charged
  - xi. Place of supply
  - xii. Address of delivery if different from place of supply
  - xiii. Signature of authorized signatory
- b) Reimbursement of GST to the vendor is contingent upon complying with the following condition by the service provider: -
  - i. Uploading the onward GST Return (GSTR-1) in GSTN Network portal within the statutory time period.
  - ii. Discharging the GST tax liability to the Government.
  - iii. Submission of Tax Invoice to BHEL.
  - iv. Submission of proof of payment of GST to BHEL.
  - v. Availing of Input Tax Credit by BHEL.

#### **Input tax credit:**

- a) In case GST credit is delayed/ denied to BHEL, due to non/delayed receipt of goods and/or services and/or tax invoice or expiry of 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 & penalty levied/ leviable.
- b) In case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor/contractor along with interest & penalty levied/ leviable on BHEL.
- c) In case of discrepancy in the data uploaded by supplier in the GSTN portal or in case of any incomplete work/service, then BHEL will not be able to avail the tax credit and will notify the supplier of the same.

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Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal).

- d) For any such delay in availing of tax credit for reasons attributable to vendor (as mentioned above), interest as per the GST Act & Rules, along with penalty, if any will be deducted for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills.

### Penalty for Non-compliance of GST Act:

Penalty amount so determined along with GST if applicable thereon shall be recovered from the contractor.

### Anti-profiteering Measure:

Any reduction in rate of Tax on any supply of goods or services or the benefit of input tax credit shall be passed on to the recipient by way of commensurate reduction in prices.

### Other Provisions:

- a) All the terms & conditions of the contract with respect to Taxes & Duties are subject to the new taxation laws introduced from time to time (e.g., GST). The terms & conditions will be modified in accordance with the provisions of new laws (e.g., GST).
- b) In case any changes in taxes and duties as per Gov. Notification (including GST), the same shall be applicable from time to time.
- c) If the Contractor is not registered for any statutory obligation and not liable there to, then a declaration shall be submitted along with offer that they are within the threshold limit.
- d) If any changes in GST (statutory variation) will be to the account of BHEL. But if the variation is effective during the delayed/extended period of execution for reasons attributable to the vendor, the same shall be borne by the contractor only. The required compliance under relevant statute shall be carried out.

### The following details to be furnished by the bidder:

Sl. No.	Details	To be filled by the bidder
1	GSTIN No. (Copy to be enclosed)	
2	PAN No (Copy to be enclosed)	
3	HSN Code & SAC Code (Copy to be enclosed)	

If any change in GST (statutory variation) will be to the account of BHEL. But if the variation is effective during the delayed/extended period of execution for reasons attributable to the vendor, the same shall be borne by the vendor only. The required compliance under relevant statute shall be carried out.

- a) The quoted rates shall also include expenditures towards complying statutory payments like Provident fund, ESI payments, bonus etc. for the labourer & staff deployed in the work.
- b) The contractor will have to submit the GST Registration certificate to BHEL and claim the GST from BHEL by submitting Tax invoice as per Rules & Regulations of GST and the documentary evidence will have to be submitted along with the next bill. If for any reason, the contractor has to pay penalty, interest on GST, the contractor has to bear such additional payment. BHEL will pay only the GST at actual. **The Bharat Heavy Electricals Limited will not entertain any claim in this regard.**

**15.** "BHEL does not guarantee ordering of any minimum quantity on any contractor,"

**16.** Where the Contractor (whether a proprietorship, partnership, company, Hindus Undivided Family or otherwise) commits a default or breaches the Contract and the proprietor/ partner/director/ member of such entity is also a proprietor/ partner/ director/ member of another entity that is registered with BHEL (in Ranipet or any other unit of BHEL), BHEL shall have the right to recover losses due to the default or breach, whether direct, indirect or consequential, either from the defaulting/ breaching entity or the other said entity or both. Such right shall also include the right to encase any

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security (in any form such as but not limited to bank guarantee, demand draft, FD, etc.) furnished by either or both entities. Without limiting the applicability of the foregoing, it shall not be a defense to the other said entity for enforcement of such a right that:

(a) both entities are legally distinct/ separate entities,  
or

(b) the management of the entity/ partners/ directors/ members of such other entity were not aware that the proprietor/ partner/ director/ member of the defaulting/ breaching entity was also a proprietor/ partner/ director/member of the other said entity.

**17.**The Contractor shall be liable for the loss or damage to such property from whatever cause, including but not limited to theft, fire, destruction or damage of property due to reasons beyond the control of the Contractor, happening while such property is in the possession or under the control of the Contractor, their employees, workmen or agents or any other person connected with the Contractor.

**18.**In case of any internal dispute of the Contractor, such as but not limited to disputes between partners of the Contractor, dispute between Contractor and its employees, the same shall be intimated to BHEL within one (1) month from the date of dispute. Notwithstanding anything to the contrary, BHEL shall not be made a party any suit or legal proceeding in respect of such internal dispute. In case BHEL is made a party to the same, the Contractor and other party(ies) to the dispute, if signatories to this Agreement, shall indemnify BHEL for (a) all direct and indirect costs expended towards such legal proceedings immediately on the issue of a claim notice to that effect from BHEL and (b) any liability that may be imposed in such legal proceedings against BHEL.

**19.**BHEL reserves the right to suspend the work or part thereof put a hold on further loading to the Contractor at any time for any reason at its discretion and no claim whatsoever on this account will be entertained.

**20.**Notwithstanding anything to the contrary, BHEL shall have the full rights to exclude the Contractor or any of its employees/ vendors, etc. from the BHEL premises.

**21.**The Contractor hereby understands and agrees that BHEL BAP Ranipet is a prohibited place under the Official Secrets Act and undertakes to comply with all legal and other provisions, and directions as may be issued from time to time by the concerned authorities including the Security Department of BHEL.

**22.**"BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life/permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below.

a) Victim: Any person who suffers permanent disablement or dies in an accident as defined below.

b) Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/operation and works incidental thereto at BHEL factories/offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works/ during working at BHEL units/officers/townships and premises/ project sites.

c) Compensation in respect of each of the victims:

i) In the event of death or **permanent disability** resulting from **Loss of both limbs**: Rs.10,00,000/- (Rs. Ten lakh)

ii) In the event of **other permanent disability**: Rs.7,00,000/- (Rs. Seven lakh).

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d) Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to section 2 (l) of the Employee's Compensation Act, 1923."

**23.**The contractor shall take Comprehensive Insurance Cover for all the Man power engaged.

**24.**In case of breach of any or whole of the above terms and conditions by the contractor BHEL will have the liberty to cancel the registration and contract either in part or in full and entrust in part or in full of the work to any other contractor and the contractor shall be liable to pay extra cost involved in the execution of cancelled part of the contract.

**25.****Fraud Prevention Policy:**

The Bidder along with its associate/ collaborators/ sub-contractors/ 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 any fraud or suspected fraud as soon as it comes to their notice.

**26.****Set off Clause:**

"BHEL shall have the right to recover any money which in the sole opinion of BHEL is due from the Contractor from any money due to the Contractor under this Contract or any other contract or from the Security Deposit furnished by the Contractor under this Contract or any other contract. "

**27.**BHEL reserves the right to reduce the contract period (pre-close the contract), with 30 days' notice period depends on the requirement / without assigning any reason. Security Deposit will be refunded, if the contract is pre-closed for non-requirement by BHEL.

**28.**Notwithstanding anything to the contrary, including, but not limited to, provisions relating to extension of time and compensation/ or delay, time shall be the essence of the contract.

**29.**Offers of the contractors/ suppliers, against whom, any unit of BHEL had initiated process for "Suspension of business dealings" or already done will be summarily be rejected.

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

01	NAME & ADDRESS OF THE SUPPLIER / VENDOR PHONE NO. WITH STD CODE	PAN NO. <input type="text"/>
02	VENDOR CODE (as in WORK ORDER)	<input type="text"/>
03	Details of Bank Account:	
A)	NAME & ADDRESS OF THE BANK (WITH PIN CODE)	
B)	BANK TELEPHONE NUMBER (WITH STD CODE)	<input type="text"/>
C)	BANK BRANCH CODE:	<input type="text"/>
D)	MICR CODE	<input type="text"/>
E)	ACCOUNT NUMBER	<input type="text"/>
F)	TYPE OF ACCOUNT	CURRENT / OD / CASH CREDIT
G)	VENDOR NAME AS PER BANK RECORDS	
H)	BANK BRANCH RTGS IFSC CODE	<input type="text"/>
I)	BANK BRANCH NEFT IFSC CODE	<input type="text"/>
J)	VENDOR'S EMAIL ID (give two ids)	<input type="text"/> <input type="text"/>
K)	NAME OF AUTHORISED SIGNATORY	

**CERTIFICATE**

I / We hereby agree to receive the payments due from BHARAT HEAVY ELECTRICALS LIMITED, RANIPET 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, Ranipet. I / we also agree to bear the applicable Bank Charges for the above mode of transfer.

AUTHORISED SIGNATORY OF VENDOR WITH 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.

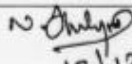

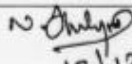

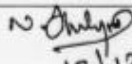

PLACE:

DATE:

\_\_\_\_\_  
(Manager / Officer's  
Signature Under Bank stamp)  
Authorisation No. \_\_\_\_\_

**Note:** This EFT Form is to be submitted duly filled in manually in all fields and duly signed by Authorised Signatory and certified by Banker.

## BHEL Ranipet Bank Details

SECTION- 3 BANK AND PAYMENT MANDATE (Enclose supporting for the detail provided below)			
PAYMENT MODE (NEFT / RTGS / ECS/ CHEQUE)	RTGS		
NAME OF BENEFICIARY	<b>BHEL/BAP/RANIPET</b>		
NAME OF BANK	<b>STATE BANK OF INDIA</b>		
BANK BRANCH ADDRESS	STATE BANK OF INDIA BHEL PROJECT BRANCH MUKUNDARAYA PURAM BHEL TOWNSHIP RANIPET-632406		
ACCOUNT TYPE (SAVINGS, CURRENT, CASH CREDIT, ETC)	<b>CASH CREDIT (CC)</b>		
ACCOUNT NO	<b>10664849171</b>		
MICR CODE (9 DIGIT MICR CODE AS APPEARING ON CHEQUE LEAF) (EXAMPLE 110240157)	<b>632002003</b>		
IFSC CODE (11 DIGIT IFSC CODE OF THE BANK BRANCH) (EXAMPLE HDFC0001374)	<b>SBIN0007013</b>		
<b>DECLARATION</b>  I/WE, HEREBY DECLARE THAT THE PARTICULARS GIVEN ABOVE ARE CORRECT AND COMPLETE. IN CASE THE TRANSACTION IS DELAYED OR NOT EFFECTED AT ALL FOR REASONS OF INCOMPLETE OR INCORRECT INFORMATION AND FOR REASONS BEYOND THE CONTROL OF NBPL, I/WE WOULD NOT HOLD, NBPL RESPONSIBLE. I/WE DECLARE THAT, WHENEVER THERE IS A CHANGE IN THE ABOVE DETAILS, I/WE SHALL FURNISH THE FORM AFRESH.			
<table border="1"> <tr> <td>           SIGNATURE :             NAME :            DESIGNATION :            DATE :            COMPANY SEAL :         </td> <td>           VERIFIED THE ABOVE DETAILS            For STATE BANK OF INDIA              (SIGNATURE OF BANKER)            BHEL Project, M.R. Puram            SEAL OF THE BANKER         </td> </tr> </table>		SIGNATURE :  NAME : DESIGNATION : DATE : COMPANY SEAL :	VERIFIED THE ABOVE DETAILS For STATE BANK OF INDIA  (SIGNATURE OF BANKER) BHEL Project, M.R. Puram SEAL OF THE BANKER
SIGNATURE :  NAME : DESIGNATION : DATE : COMPANY SEAL :	VERIFIED THE ABOVE DETAILS For STATE BANK OF INDIA  (SIGNATURE OF BANKER) BHEL Project, M.R. Puram SEAL OF THE BANKER		

ANNEXURE-A

<b>Bharat Heavy Electricals Limited</b> <b>BAP, Ranipet</b>		
<b>Stages of inspection at Outsourcing vendor works</b>		
<b>I. Product: All CUT TO SIZES</b>	<b>VENDOR</b>	<b>AIA</b>
Number of Inspection stages 4		
1	Dimension check	√
2	Power Tool cleaning	√
3	Measurement of Painting thickness and verification of painting schedule	√
4	Final inspection (W.O. identification / stenciling, Match marks punching)	√
<b>II. Product: STRAIGHT DUCTS, PROFILED DUCTS</b>		
Number of stages: 9		
1	Fit up	√
2	Back Gouging / LPI	√
3	Stiffener side welding & Dimension check of Individual walls	√
4	Trial Assembly ( FOR NEW VENDORS )	√
5	Inside Cleaning	
6	Measurement of Painting thickness and verification of Painting schedule	√
7	Outside cleaning	√
8	Measurement of Painting thickness and verification of Painting schedule	√
9	Final Inspection (W.O.Identification/ Stenciling, Match marks punching )	√
<b>III. Product: WELDED BEAMS / ROOF BEAMS</b>		
Number of Stages : 9		
1	Fit up	√
2	Back Gouging / LPI	√
3	Forwarding RT (If applicable)	√
4	Section Fit up	√
5	MPI of Auto welding A& B sides and butt joint	√
6	Dimension check (Trial assy for LR Beam)	√
7	Surface Preparation	√
8	Measurement of painting thickness and verification of painting schedule.	√
9	Final Inspection (W.O.Identification/ Stenciling, Match marks punching )	√

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<b>I. Product: BRACINGS</b>			
Number of stages 5			
1	Fit up	√	√
2	Back Gouging / LPI	√	√
3	Surface Preparation		
4	Measurement of painting thickness and verification of painting schedule.	√	√
5	Final Inspection (W.O.Identification/ Stenciling, Match marks punching )	√	√

<b>I. PRODUCT: COLUMN</b>			
Number of Stages : 9			
1	Fit up	√	√
2	Back Gouging / LPI	√	√
3	Rib Plate LPI	√	√
4	Base and Top Plate / Fit up	√	√
5	X48 stool inner weld witness	√	√
6	Individual column piece dimension	√	√
7	Base plate all round LPI	√	√
8	Measurement of painting thickness and verification of painting schedule.	√	√
9	Final Inspection (W.O.Identification/ Stenciling, Match marks punching )	√	√
<b>II. PRODUCT: MACHINING COMPONENTS</b>			
Number of stages: 4			
1	Raw material (if applicable)	√	√
2	Seal transfer (if applicable)	√	√
3	Dimension check	√	√
4	Stamping & Identification	√	√
<b>IV PRODUCT: FAN ITEMS:</b>			
Number of stages: 8			
1.	Raw material (if applicable)		
2.	Seal transfer (if applicable)		
3.	Dimension check		
4.	Trial assembly check		
5.	Nondestructive tests		
6.	Surface preparation		
7.	Measurement of painting thickness		
8.	Final inspection (W.O identification/ Stenciling, Match marks punching)		

√ - These stages are to be checked by both vendor & AIA

(1) AIA shall inspect for blast cleaning.

(2) For special painting intermediate coat inspection by AIA is required.

(3) While signing IR, the drawing rev. no indicated in the IR shall match with Latest rev.no of production drawing.

**DECLARATION**

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](http://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- Ranipet or any other BHEL Unit.
- 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.

## PRICE BID FORMAT IN EPROCUREMENT PORTAL

Name of Work: Third Party Inspection Services for outsourcing Items (Sub-Contracted items) for the period of one year									
Tender Notice No: 9810039E, DATED 07.12.2021									
Name of the Bidder/ Bidding Firm / Company :									
<b>PRICE SCHEDULE</b>									
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )									
NUMBER #	TEXT #	NUMBER #	TEXT #	TEXT	NUMBER #	NUMBER	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units of Measure (UoM)	Basic for Rate	BASIC RATE PER UNIT to be entered by the Bidder in INR Rs. or % as applicable	GST on Basic price to be entered by the Bidder in percentage	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT With Taxes in Rs. P	TOTAL AMOUNT In Words
1	2	4	5	7	13	14	53	54	55
0	Charges of inspection								
1	Inspection of General Fabrication of Boiler and Boiler Auxiliaries Where complete Drawings are supplier by BHEL and materials will be either supplied by BHEL or procured by the vendors.	77250	MT	The inspection charges shall be per metric Ton of finished goods	To be quoted in Rate/ MT	To be quote applicable GST %	0.00	0.00	INR Zero Only

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2	Inspection of Machined components of Boiler and Boiler Auxiliaries Where complete Drawings are supplied by BHEL and materials will be either supplied by BHEL or procured by the vendors (To quote in % of Qty for UoM)	127500000	Rupees	The inspection Charges shall be a percentage of Conversion charges payable to sub-Contractor by BHEL as per Purchase Order.	To be quoted in % of P.O. Value	To be quote applicable GST %	0.00	0.00	INR Zero Only
3	Inspection of shot blasting, painting, nitriding & Galvanizing, and bought out sub delivery components and Boiler and Boiler auxiliaries. (To quote in % of Qty)	94900000	Rupees	The inspection charges shall be a percentage of Purchase Order value.	To be quoted in % of P.O. Value	To be quote applicable GST %	0.00	0.00	INR Zero Only
4	Inspection of Jigs, fixtures and other tooling jobs ordered by BHEL against drawing and the material under the scope of vendor. (To quote in % of Qty)	8000000	Rupees	Inspection charges shall be a percentage of purchase order value	To be quoted in % of P.O. Value	To be quote applicable GST %	0.00	0.00	INR Zero Only
<b>Total in Figures</b>							<b>0.00</b>	<b>0.00</b>	INR Zero Only
<b>Quoted Rate in Words</b>		<b>INR Zero Only</b>							

## **TENDER NOTICE NO. 9810039E**

### **NOTE:**

- (a) The above table contains four categories (I, II, III & IV). L1 will be decided based on the lowest quoted value in each category.
- (b) Please avoid over writing / corrections while filling the Price bid.
- (c) Contractor should not claim for any variation in quantity.
- (d) Price quoted shall be Firm throughout the contract period and in case of extension period also.
- (e) At the end of completion, the contract may be extended on mutual agreement.