

**Name of works: Service contract for Replacement of wooden planks in 22 FT HCEO (High Cube End Open) 34T Prototype Container.**

**Enquiry No: 9472100047/ 06.05.2021**

**BHARAT HEAVY ELECTRICALS LIMITED  
TIRUCHIRAPPALLI-620 014  
WORKS CONTRACTS MANAGEMENT  
NOTICE INVITING TENDER**

1.	Tender Ref No:	<b>9472100047/ 06.05.2021</b>
2.	Name of works	<b>Service contract for Replacement of wooden planks in 22 FT HCEO (High Cube End Open) 34T Prototype Container.</b>
3.	Tender Type	<b>Single Tender</b>
4.	Name of the Vendor	<b>M/s Hindustan Vacuum Glass Private Limited (74485)</b>
5.	Address of vendor	64-A, Industrial Area, NIT, Faridabad - 121001, Haryana
6.	Location of work	Vendor Works, Faridabad
7.	Period of contract	One Month from the date of award of contract.
8.	Earnest Money Deposit	waived off
9.	Address for Sending Tender document.	tender_cell@bhel.in
10.	Contact person for queries related to tender.	Shri M. Sathese, Dy. Manager/WCM, BHEL-Trichy Land line: 0431 257 5438; e-mail: <a href="mailto:msathese@bhel.in">msathese@bhel.in</a>  Shri Balamurugan M, Manager/ WCM, BHEL-Trichy Land line: 0431 257 6757; e-mail: <a href="mailto:mbn@bhel.in">mbn@bhel.in</a>
11.	Contact person for queries related to scope of work and execution of contract.	Shri J Balamurali/ AGM/ Comml (SR) P&B Sys & Admn Landline: 431-257 4576 e-mail : <a href="mailto:jbm@bhel.in">jbm@bhel.in</a>
12.	Due date for submission of Tender	<b>17.05.2021/ 14:00 Hrs.</b>
13.	Date of Tender Opening	<b>17.05.2021/ 14:30 Hrs.</b>

Signature of Authorized Signatory with seal

**INSTRUCTIONS TO THE TENDERER**

- Any deviation to this tender terms & conditions, and schedules of this tender will lead to rejection of the offer submitted.
- Tenderer who have been suspended or black listed or issued with “Show Cause Notice” by BHEL, Tiruchirappalli -620014 or any other unit or GOI will not be allowed to participate in the tender, and bidder should declare the same in the tender. Even during the course of evaluation/ finalization of tender if it is found that some of the parties are black listed/ barred from business transaction/ under business hold, BHEL will not consider them for further participation in the tender.
- Should a tenderer find discrepancies or omissions in the tender documents, or should there be any doubt as to their meaning, he should at once address the authority inviting the tender, for clarification well before the due date, so as to submit his tender in time. No extension of time shall be given for submission of the tender on any account.
- Rates should be quoted as per the Work / Rate schedule (Price bid/Part –II). Rates quoted in any other form will not be accepted, and will be rejected.
- The tender must be signed by Partner/ Director of the Firm or by the person holding the Power of Attorney on behalf of the Firm concerned. In the latter case, a copy of Power of Attorney, duly attested by a Notary Public must accompany the tender.
- If a tenderer deliberately gives wrong information in his tender or creates conditions favorable for the acceptance of his tender, the BHEL will reject such tender at any stage.
- Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
- Canvassing in any form in connection with tenders is strictly prohibited and the tenders submitted by the Contractors who resort to canvassing will be liable for rejection.
- Should a Tenderer's or a Contractor's or in the case of a firm or company of contractors/any of its shareholder's or shareholder's relative is employed in BHEL, the authority inviting the tenders shall be informed in writing of this fact at the time of submission of the tender, failing which the tender may be disqualified, or if such fact subsequently comes to light, the contract may be cancelled.
- The tender schedule, and the tender shall be deemed to form an integral part of the contract to be entered into for this work.
- Tender can be cancelled at any stage due to unavoidable circumstances.
- In case you are not in a position to submit the offer, please send letter suitably specifying the reasons thereof.

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## **SCOPE OF WORK AND TECHNICAL TERMS & CONDITIONS**

### **1. SCOPE OF WORK:**

Replacement of wooden planks to be done in the 22 FT HCEO (High Cube End Open) 34T Prototype Container as per BHEL, Trichy requirement.

### **2.DOCUMENTS REQUIRED FROM VENDOR ALONG WITH OFFER:**

- (i) No Deviation Certificate on Bidder's letter head (Annexure-I)

### **3. PAYMENT TERMS:**

Payment will be made after completion of the scope of contract on the basis of acceptance and certification of bills by Engineer in charge-BHEL/Trichy after 45 days.

### **4.TERMINATION OF CONTRACT:**

If the services provided by the agency are not to the full satisfaction of BHEL, the contract may be terminated by BHEL and the charges shall be payable only up to the period, till which the agency has rendered satisfactory services. The decision of BHEL in this regard shall be final and binding on the agency.

In case of non-compliance with the contract, BHEL shall reserve the right to cancel/rescind/revoke the contract and impose suitable penalty in proportion to damages.

### **5.CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT:**

All data/ information obtained from the equipment/ software/activity/ during design appraisal, validation, inspection, certification of the equipment are classified as 'confidential'. All these confidential data must not be disclosed without the written consent from BHEL. In the event that either party is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, or other similar process or by any law, rule or regulation of any governmental agency or regulatory authority) to disclose any of the Confidential Information, such party shall provide the other party with prompt written notice of any such request or requirement.

### **6.BIDDER DECLARATION:**

We declare that we will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.

### **7.FRAUD PREVENTION POLICY:**

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

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

#### **8. DISCREPANCY IN WORDS & FIGURES- QUOTED IN PRICE BID:**

- (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 will be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

#### **9. SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS / CONTRACTORS:**

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

The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site [www.bhel.com](http://www.bhel.com).

##### **1.0 Integrity commitment, performance of the contract and punitive action thereof:**

###### **1.1. Commitment by BHEL:**

BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

###### **1.2. Commitment by Bidder/ Supplier/ Contractor:**

1.2.1. The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

1.2.2. The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

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1.2.3. The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on www. bhel.com and/or under applicable legal provisions.

#### **10. ARBITRATION & CONCILIATION:**

Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Unit/Region/Division issuing the Contract.

The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be (the place from which the contract is issued)

The cost of arbitration shall be borne as per the award of the Arbitrator.

Subject to the arbitration in terms of Clause above, the Courts at TRICHY shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.

Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.

In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable: In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred by either Party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the Parties to the dispute, provided, however, any Party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional

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Secretary when so authorized by the Law Secretary, whose decision shall bind the Parties hereto finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

**11. PREFERENCE TO MAKE IN INDIA:**

For this procurement, the local content to categorize a supplier as a Class I local supplier/ Class II local Supplier/ Non Local supplier and purchase preference to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.

**12. COMPENSATION TO WORKMEN:**

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, sewing, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works / during working at BHEL Units/ Offices/ 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: ₹ 10,00,000/- (Rupees Ten Lakh)
  - ii) In the event of other permanent disability: ₹ 7,00,000/- (Rupees Seven Lakh)
- 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

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**Annexure -I**

**PART-I (No Deviation Certificate)**  
**(To be submitted in bidder's letter head)**

We have read and clearly understood the contract details w.r.t Bill of quantity, Scope of Work and Terms and Conditions in Tender Schedule of **Service contract for Replacement of wooden planks in 22 FT HCEO (High Cube End Open) 34T Prototype Container** and accordingly we accept the same without any Deviation what so ever.

1. We unconditionally agree to all the tender conditions w.r.t Bill of quantity, Scope of Work and Terms and 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 terms and conditions as per tender will be considered for the purpose of evaluation.
2. We confirm that none of our group concern or affiliates etc., appears on the list of suspended or blacklisted / banned firms / companies by BHEL (list available on [www.bhel.com](http://www.bhel.com)) or any PSU/ Government organization nor any of the Director / Partner / proprietor of bidder / such group concern or affiliate etc. are involved with such company.
3. 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.

Your Faithfully

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**Annexure -II**

**PART-I (PRICE BID)**  
**(to be submitted in separate sealed cover)**

Sl. No.	Item Description	Quantity (Lump Sum)	Unit of measurement	Lump Sum Value ( ₹ ) (Excluding GST) Rs. P
1	2	3	4	5
1	Description			
1.1	Service contract for Replacement of wooden planks in 22 FT HCEO (High Cube End Open) 34T Prototype Container.	1	Lump Sum Value	Rs. _____ (in figures)  Rupees _____ _____ only (in words)

Signature of Authorized Signatory with seal