



# Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

## Tender Notice

### NOTICE INVITING e-TENDER

Dear Sir/ Ma'am,

Ref: Tender No. PPPU: WC: 23: 037 dt. 13.10.2023.

Subject: Two-part e-Tender inviting techno-commercial and price bids for “Availing Goods Transport Service by 0.7 MT capacity mini lorry (On Contract-Call basis) for 12-months duration”

**Kindly submit your competitive offer for the above subject work as per the tender terms and conditions given in the tender document through GEM portal <https://gem.gov.in/> only.**

Scope of work	<b>Availing Goods Transport Service by 0.7 MT capacity mini lorry (On Contract-Call basis) for 12-months duration</b> (Scope of work and technical terms & conditions as per Techno- Commercial Part-I bid.)
Location of work	<b>BHEL PPPU Thirumayam -622507 (Tamilnadu)</b>
Duration of Contract	<b>12 Months</b> from the date of commencement of work <b>as indicated in LOI.</b>
Last date/ time for receipt of tender	<b>Date and Time as indicated in GeM Portal</b>
Commencement of work	<b>On the date of commencement mentioned in the LOI</b>
Date / Time & place for opening of Technical Bid	<b>Date and Time as indicated in GeM Portal via On line through GeM by Contracts, PPPU, Thirumayam</b> (In case of any change in opening date, if any, will be intimated later.)
Date/Time of Price Bid Opening	<b>The date/ time of price bid opening will be intimated separately.</b>
EMD AMOUNT	<b>Not applicable</b>
Working Area Contact details	<b>Manager / MM/Stores &amp; Logistics</b> Power Plant Piping Unit, BHEL -Thirumayam – 622507, Contact No. <b>04333-279204 / 9489202877</b> Email ID: <a href="mailto:sarvesh.c@bhel.in">sarvesh.c@bhel.in</a> Vendors may visit the work area prior to submission of offer to understand the details of scope of work.

Place  
Date

Signature of the Bidder  
(NAME & ADDRESS WITH SEAL)



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### INSTRUCTIONS

This two- part e- tender consists of the following:

#### **Part – I : Techno-Commercial Bid**

1. PQC criteria for the contract
2. Scope of work and Work specific terms & conditions
3. General terms & conditions of the contract
4. All Annexures.

#### **Part – II: Price Bid**

#### **Special Instructions to the bidders:**

1. Any deviation to this tender terms & conditions, and schedules of this tender will lead to total rejection of the offer submitted.
2. Tenderers who have been suspended, debarred or black listed by BHEL, Tiruchirappalli -620014 or any other unit of BHEL/ any other PSU or GOI/ any State Govt. will not be allowed to participate in the tender, and bidder should declare in the tender that they are not suspended, debarred or blacklisted by any of the agencies stated above. Even during the course of evaluation/ finalization of tender if it is found that a bidder is so suspended, debarred or black listed, BHEL shall not consider them for further participation in the tender.
3. 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.
4. 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.
5. The tender documents must be signed physically / digitally by Director / Partner 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.
6. If a tenderer deliberately gives wrong information in his tender or creates conditions favourable for the acceptance of his tender, the BHEL will reject such tender at any stage.
7. Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
8. 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.
9. The tender schedule, and the tender shall be deemed to form an integral part of the contract to be entered into for this work.
10. Tender can be cancelled at any stage due to unavoidable circumstances.
11. Kindly ensure that the total size of the scanned documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However, it shall be sole responsibility of bidder that the uploaded documents remain legible.
12. Bidder is advised not to wait till the last minutes or last few seconds w.r.t tender closing time to submit their offer to avoid complications related with internet connectivity / network problem/ power failure etc.

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13. Bidder is advised take due care while quoting the technical and price bids forms in the e-procurement system. Bidder, who tampers with tendering procedure affecting ordering process or misusing the technical information of the tender document or withdrawing their offer after price bid opening, will be penalized as per BHEL guidelines on suspension of business dealings with suppliers/ contractors. Abridged version of the guideline is available in [www.bhel.com](http://www.bhel.com).
14. It is advised that all the documents to be submitted are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission.
15. The bidder has to upload the scanned copy of all the mentioned original documents (in colour) during online bid-submission.
16. In case you are not in a position to submit the offer, please send letter suitably specifying the reasons thereof.
17. The evaluation currency for this tender shall be INR.

Thanking you,  
For **Bharat Heavy Electricals Limited**

Deepu Thomas  
Manager (Contracts/ DTG)  
Power Plant Piping Unit  
BHEL -Thirumayam – 622507  
**Contact No. 04333-279552, 9489202805**  
[dthomas@bhel.in](mailto:dthomas@bhel.in)

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### PART – I

#### TECHNO-COMMERCIAL BID

#### PRE QUALIFICATION CRITERIA FOR THE CONTRACT

Sl. NO	CATEGORY	DETAILS
1.	<b>STATUS OF THE COMPANY</b> a. Proprietorship: PAN card on owner name b. For partnership firms: PAN card and PARTNERSHIP DEED c. For others: PAN card in the name of company / firm / business and CERTIFICATE OF INCORPORATION / MOA (Memorandum of Association and AOA (Articles of association).	Copy to be uploaded in GeM portal
2.	Goods & Service Tax (GST) registration / Application Reference Number. [(copy of registration details indicating GSTIN/ARN to be submitted along with offer. (If any specific exemption is available, a declaration with due supporting documents need to be furnished for considering the offer).]	Copy to be uploaded in GeM portal
3.	Vehicle/Lorry ownership: All those who are having the Lorry (either in the name of contractor or leased) of minimum capacity 0.7 MT contractor are eligible to participate in the tender. In case of lease vehicle, valid relevant document i.e. "Notarized copy of leased deed" shall be submitted along with the offer. The validity of such documents shall be valid as on date of technical bid opening and up-to Sep-2024. Higher capacity vehicles are also eligible.	Proof to be uploaded in GeM
4.	Statutory requirement - The vehicle shall comply with all the statutory requirements such as RC (registration copy of vehicle), FC (Fitness certificate of vehicle), Vehicle Insurance, Commercial tax, Road permit, as per the government regulations, and the copy of these documents shall be submitted along with the offer.	Proof to be uploaded in GeM
5.	Experience of Work - The bidder shall have an experience in the field of "providing vehicles on hire for transportation" for a minimum period of 6 months within last 7 years.  Proof of Work Order / Purchase Order/ Experience certificate should be attached. Proof of experience from any organization other than BHEL Trichy / Thirumayam to be supported by TDS (Tax Deducted at Source) certificate issued by the organizations OR Form 26 AS or bank statement for transaction of payment	Proof to be uploaded in GeM
6.	Duly signed certificate of compliance in bidder's letter head shall be attached.(Annexure III)	Duly signed and stamped to be uploaded in GeM portal
7.	Duly signed Local content Declaration in bidder's letter head shall be attached (Annexure II)	Duly signed and stamped to be uploaded

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**Note:**

- I. At any stage, BHEL may ask for original documents and contractor has to submit the same.
- II. All the documents should be valid & to be renewed and kept valid throughout the contract period, if contract is awarded.
- III. Apart from furnishing the above details, copies of relevant documents/ certificates must be uploaded with the Technical Bid.
- IV. If at any stage, the document(s) submitted by contractor is/are found incorrect/ false/ manipulated, the necessary action will be taken by BHEL against contractor as per the "Guidelines for suspension of Business dealings".

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## Tender Notice

### **A. Work specific terms:**

#### **1. Placement of vehicle:**

The date, time and venue (HPBP-Trichy, PPPU Thirumayam or any other) for placement of vehicle will be intimated by BHEL through mail/over telephone to the contractor. Vehicle should be placed along with the driver (with valid commercial driving licence from RTO) and cleaner at specified location. The confirmation shall be given by the contractor along with the driver contact No. In general, BHEL will intimate the requirement before 24 hrs. If any requirement for vehicle on Sundays/ holidays, the same shall be provided by the contractor at same rate. No additional payments in any manner will be given by BHEL for the Sunday/ holiday operations.

#### **2. Material Loading and Types of goods:**

Loading/unloading of materials at required locations is under the vendor scope. Items which cannot be loaded/unloaded manually especially items weighing more than 70kgs will be loaded by BHEL's equipments with vendor's assistance. The vendor shall assist to BHEL staff in documentation and during verification at BHEL Security point(s). The type of material includes consumables like Argon gas cylinders, DA gas cylinders, stationaries, various types of petroleum product, paints and thinners, nylon and rubber hoses, various piping components, semi-finished goods, tools, welding electrodes, OP&C documents, facility engineering items, NDTL items, M&S requirements-oil barrels, fasteners, safety equipment's (PPE) and HR items (liveries & welfare related items), Industrial tools, cables, industrial instruments, piping components, Steel material boiler grade pipe pieces etc. The type of material listed is not an exhaustive list.

#### **3. Material movement and transportation:**

For all the movements, the vendor shall maintain the trip sheets. BHEL will provide the trip sheet to vendor. Vendor shall ensure the completeness (date, place, time, kilo-meter readings, in-charge signature etc.) of the trip-sheets before start and end of the trip. In case of vehicle breakdown, contractor shall make alternate arrangement for safe and timely delivery of materials at their own cost. In case of break-down of vehicle while on operation, the vehicle should be replaced by an alternative vehicle within 2 hr from the time of breakdown. In case of non-replacement of vehicle in time as said above against breakdown vehicle. BHEL reserves the right to get the same done at the contractor's risk and cost by engaging the same departmentally. The excess amount if any towards that may be deducted from the default contractor's running bill and / or security deposit. The weight of the moved items may only be measured at weigh bridges installed at BHEL. The vendor shall accept the weighment recorded at the weighing machines of BHEL as final and binding. This cannot be disputed for any reason whatsoever.

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**Tender Notice**

**4. Vehicle Movement:**

a) Plant to plant movement: Safe transportation of the materials, to the destination point(s). During Night time, vendor may keep the loaded vehicle at their garage safely and deliver the material to next working day. For such case of night halt, there will not be any over-time payment.

b) Within plant movement: The vehicle may be called for the movement within the plant (within HPBP or within PPPU).

**5. Material delivery and unloading:**

1. Unloading/helping in unloading of material at different location(s) as required.
2. The driver shall hand over all the material and documents to the destination area in-charge as instructed. Any late delivery of materials, will be treated as non-reporting and will not be paid.
3. The penalty amount will be calculated as pro-rata basis of payment.

**BHEL Scope:**

1. Identification of items required to move and advance intimation/call to contractor.
2. Relevant documents (Delivery challan/Gate-pass, Invoices-if any etc.)
3. Additional assistance will be provided by BHEL, where manual loading/unloading is not feasible.

**Contractor scope:**

1. Vehicle placement, loading of material, security check for out, safely transporting the material as per instruction, security check for material in and unloading the material at delivery location.
2. Life Insurance coverage for driver and cleaner shall be taken by the contractor and valid proof shall be submitted to BHEL on award of contract, but before commencement of work apart from vehicle insurance.
3. The vehicle shall be in good working condition. Transporter shall submit Vehicle details like Regn.no., capacity, make, type and model year and Driver details like Name, age, experience, contact no., during offer stage itself, and shall be maintained throughout the contract period. In case of change, due to any unforeseen reasons, permission shall be obtained from PPPU MM Executive in advance. Also contractor shall do alternate arrangement for safe and timely delivery of materials at the cost and risk of the contractor.

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Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

## Tender Notice

4. The contractor shall hand over all the materials safely to the consignee with all the relevant documents that are given at the loading points. In case of damage or loss of either materials or documents, the cost for rectifying the damage/ loss will be recovered from the contractors running bills/ security deposit.
5. Trips covered under this contract shall be exclusively for BHEL materials alone. Any other items/loads shall not be combined or clubbed along with BHEL loads.
6. Required hood, tarpaulin sheet etc., shall be used to protect the BHEL materials during rain etc. This is the scope of the contractor.
7. The vehicle should have proper working distance measuring instrument(odometer) for correct measurement of distance.
8. Vendor shall maintain valid e-mail id and mobile No. for contact. In case of change, the same shall be informed to executing agency/area in-charge.
9. Relevant documents as Consignment note, e-way bill etc shall be prepared for each trip is in contractor scope
10. Records to be maintained by the contractor:
  - a. Trip details (Duration, Location. Distance covered, material detail etc)
  - b. Attendance, Wage and PF record
  - c. Statutory norms, if any.

### **\*BILL OF QUANTITY**

SL NO	DESCRIPTION OF WORK	UOM	QUANTITY	PERCENTAGE
1	Day rent for Lorry (12 hr)	Day	202	61.79
2	Running kilometer charges	Kilo Meters	25748	38.21

*\*Bidder shall quote lumpsum rate for Availing Goods Transport Service by 0.7 MT capacity mini lorry (On Contract-Call basis) for 12-months duration (Inclusive of GST) in GeM Portal after going through the scope of work in tender document.*

*\*Bills shall be raised after completion of each month (inclusive of GST).*

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**Tender Notice**

**ITEM RATE CALCULATION:**

"Vendor shall only quote the total amount for the work and not the individual rates for every item of BOQ. The amount quoted shall include all taxes including GST.

The rates for the individual items of BOQ would be arrived by BHEL as follows.

Assuming the amount quoted by vendor is ₹ 600000/- (Rupees Six Lakhs only)

"Amount allocated for quantity stated in item 1 (Day rent for Lorry (12 hr)) would be = 61.79% X 600000 (since % allocation in BOQ is 61.79% for this item) i.e. ₹ 3, 70,740/-"

Hence, rate of Item 1 would be 370740/ 202 (Amount allocated for item1/Quantity of item1) = ₹ 1835.35

"The rates will be rounded off to nearest two decimal places only, so as to match the total amount or closest to the total amount, quoted by the vendor. Rates so arrived by BHEL shall be final and binding on the vendor". Similarly, rates of other items shall be calculated.

**NOTE:**

"The Vendor has to quote lump sum / package value only. Individual rates for each item shall be arrived based on % allocation for each item. Illustration for arriving at unit rate is detailed above. "

The indicated quantity of each line item is only tentative and it may vary as per consumption, when the actual contract is operational.

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### **1. COMMERCIAL TERMS & CONDITIONS:**

#### **01. TERMS FOR RATE BASIS:**

- a. The rates quoted should be **Inclusive of GST** and all other levied by Central and State Government Authorities. Such levies, if any, should be borne only by the Contractor.
- b. The applicable rate of GST in % should be mentioned in the Technical bid forms in GeM.
- c. GST Payment will be reimbursed as per statutory provisions, subject to production of proof of payment / remittances only.
- d. The rates quoted in the tender shall remain **valid** initially for a period of at least **120 days** from the date of opening of Tender. After successful award of contract, the rates shall be firm throughout the contract period.
- e. ***Contractor has to ensure that all statutory payment as per Minimum wages act, 1948/ Payment of Wages act etc. is taken care of while quoting. No claim in respect to payment to workman will be entertained at a later stage. It will be responsibility of contractor to comply with statutory payments to workmen in this regard.***
- f. ***Before tendering, the tenderers are strongly advised to inspect the site of work and its environments and be well acquainted with the actual working and other relevant conditions, position of materials and labour under scope of work covered.***
- g. BHEL reserves the right to
  - i. Cancel the tender at any stage.
  - ii. Negotiate or re-float the tender opened if L1 price is not the lowest acceptable price to BHEL interalia other reasons.
- h. All payments from BHEL in view of the execution of the contract are liable for IT (TDS), GST (TDS), PF & Group Insurance and all other statutory provisions as applicable. Hence, bidders shall confirm that they have suitable mechanism for effective compliance to the same.

#### **02. PROVISION FOR MSE (MICRO & SMALL ENTERPRISES) SUPPLIERS:**

MSE suppliers can avail the intended benefits only if they submit along with the offer, self-attested copies of UDYAM Registration Certificate.

##### **2.1 Definitions of MSEs owned by Women is under:**

- i. In case of proprietorship firm, proprietor must be woman.
- ii. In case of partnership firm, the women partners must be holding at least 51% shares in the unit.
- iii. In case of private limited companies, at least 51% share must be held by women promoters.

##### **2.2 Definitions of MSEs owned by SC/ST is under:**

- i. In case of proprietorship firm, proprietor must be SC/ST.
- ii. In case of partnership firm, the SC/ST partners must be holding at least 51% shares in the unit.
- iii. In case of private limited companies, at least 51% share must be held by SC/ST promoters.
- iv. Authorized Offices to Issue SC/ST certificate. The caste/Tribe/Community certificate issued by the following authorities in the prescribed form for SCs/STs can be considered.

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## Tender Notice

- v. District Magistrate / Additional District Magistrate / Collector / Deputy commissioner / Additional Deputy commissioner / Deputy collector/ 1st class stipendiary magistrate/ Sub divisional Magistrate/ Taluka Magistrate/ Executive magistrate/ Extra Assistant commissioner.
- vi. Chief Presidency magistrate/ Additional chief presidency magistrate/ Presidency magistrate.
- vii. Revenue Officer not below the rank of tahsildar.
- viii. Sub-Divisional officer of the area where the individual and/ or his family normally resides.
- ix. To avail the benefits of MSE under SC/ST category, the related documents as stated above should be submitted along with tender documents.

**2.3** If MSEs quoted price is within price band L-1 + 15%, when L1 is non- MSE, the MSEs will be allowed to supply at least 25% of tendered quantity at L-1 rate subject to acceptance by MSEs to L-1 rate. (Minimum of 3% reservation for women owned MSEs and 6.25% for MSEs owned by SC/ST within the above mentioned 25% reservation). In case the contract cannot be split, the full/ complete supply of total tendered value shall be awarded to MSE at L-1 rate subject to acceptance by MSEs to L-1 rate. The preference to the MSEs will be given in order of their ranking L1, L2, L3, etc.

**2.4** Start-up companies will be provided benefits and relaxation as per the latest government norms. For availing start-up benefits, relevant certificates issued by Department of Industrial Policy and Promotion shall be submitted along with the tender.

### **03. TAXES AND DUTIES:**

1. GST portion of invoice will be released only upon:
  - 1.1 Vendor declaring such invoice in his GSTR-1 and
  - 1.2 Receipt of goods and tax invoice by BHEL and
  - 1.3 Confirmation of payment of GST thereon by vendor on GSTN portal
2. In case GST credit is delayed or denied to BHEL due to non /delayed receipt of goods/services and /or tax invoice or expiry of timeline prescribed in GST law for availing such ITC or any other reasons not attributable to BHEL, GST amount will be recovered from vendor along with interest levied or leviable on BHEL from payment due to vendors (bills, SD etc.) from BHEL.
3. 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 will be recovered from vendor /contractor along with interest levied/leviable on BHEL from payment due to vendors such as running bills or Security deposit etc. from BHEL.

#### **Note:**

- 1) Three copies of GST rule compliant tax INVOICE with original signature to be submitted every month on completion of work.
- 2) *GST will be charged on the SD amount forfeited (in-case) from the bidder at the applicable rates. GST tax Invoice will be issued to the vendor on receipt/recovery of GST amount from the vendor.*
- 3) *Any change in applicable rates of Tax or any other statutory levies (Direct / Indirect) or any new introduction of any levy by means of statute and its corresponding liability for the deliveries beyond the agreed delivery date for reasons not attributable to BHEL will be to vendors account. BHEL will not reimburse the same and any subsequent claim in this respect will be summarily rejected.*

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## Tender Notice

### **04. CONTRACT PERIOD: -**

1. The Contract Execution period will be **12 Months** from the date of commencement of work as stated in LOI.
2. If required, BHEL reserves the right to extend this subject contract for a further period under same terms and conditions subject to mutual acceptance of both parties.
3. The contract may be terminated by BHEL due to violations or non-performance of the Contract conditions by giving **one month's** notice.

### **05. PAYMENT TERMS:**

1. Costing of Service - Fixed cost for reporting of vehicle at pre informed/instructed pooling address, shall be maximum of 12 Hrs, from the reporting time of the vehicle. If the time of operation extended beyond 12 Hrs, and if it is attributable to BHEL, additional payment will be made on over time rate basis. Overtime rate per hour is 50% of rate per hour. If the entire operation for the day as per BHEL requirement, is completed before 12 hrs from the time of reporting, the vehicle shall be permitted out, with the concurrence of executing area in charge.

2. Bill/Invoices and Payment Terms - Vendor may claim the bill/invoices monthly once to the area in-charge. As per GST requirement, the Invoice number (including all special character, prefix, suffix etc) should not exceed 16 characters. The invoices will be accepted on ensuring the following conditions

- a. The bills shall confirm to the GST compliance and norms with SAC code of service.
- b. The bill shall include the work order No, GST No, service period etc.
- c. The bills shall be given in triplicate(in-original) and shall be error-free.
- d. The current/previous month HR clearance shall be attached. The HR clearance shall be obtained by the contractor from HR-PPPU, which is to be submitted along with the bill.
- e. The quantum of work details (copy of relevant log books, Trip sheet, Consignment note, copy of attendance and wage register as applicable etc.) shall be attached in the annexure.
- f. The proof of payment of taxes, if any, to be submitted along with each bill.
- g. The proof of payment (bank transaction copy) to workmen to be submitted along with each bill.

3. The contractor has to disburse the salary / wages for their workmen only through bank (RTGS / NEFT). The relevant bank statement / proof for bank payment should be produced along with PF, ESI and challans to welfare section every month.

4. Vendor may club the months in the same bill/submit separate bills for individual months.

Note: - Vendor is advised to have an acknowledgement copy of bills.

6. Vehicle travel with load, between pickup point and destination point as instructed by BHEL authorised personnel, shall be considered as a single trip.

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## Tender Notice

The bill will be processed and payment will be made by BHEL after number of days mentioned below (depending on type of bidder) from the receipt of error free bill. Necessary GST returns have to be filed in due time for claiming of payment of invoice.

Type of bidder	Payment terms(Number of days)
Micro & Small Enterprises (MSEs)	45 days
Medium Enterprises	60 days
Non MSME	90 days

### **06. PENALTY CLAUSE:**

i) Penalty for non-placement of vehicle: In case the contractor fails to deploy the vehicle as per the required time as stated/intimated, BHEL reserves the right to get the same done at the contractor's risk and cost by engaging another agency/departmentally with additional penalty of Rs.500/- per day.

ii) Penalty for delayed placement of vehicle: In case vehicle is placed with delay (delay shall be treated from the expected/confirmed time of reporting), a penalty of Rs.200/hr shall be levied. Delay shall be considered within the 24 hr of booking from the time of intimation.

iii) Penalty for non-placement after confirmation for reporting: In case of, vehicle not placed after confirmation within the 24 hr from the time of booking, both the penalty (delay placement till 24 hrs from the expected time of reporting and non-placement) shall be imposed.

iv) Illustration for penalty:

Booking time: 11:00 hrs on 01.01.2020, Expected reporting time: 08:00 hrs on 02.01.2020.

a) Non-placement of Vehicle: If vendor immediately confirms for non-placement, non-placement penalty of Rs.500/- will be levied. Also risk purchase clause will become applicable.

b) Vehicle placed before 24 hrs from the time of booking:

1) If Vehicle is placed on or before expected time of reporting as accepted by the vendor i.e., at 08:00 hrs, no penalty will be levied.

2) If Vehicle is placed with delay of 2 hrs (at 10:00 hrs) from the expected time of reporting as accepted by the vendor i.e., 08:00 hrs, penalty for delayed placement of 2 hrs (2 x Rs.200/-) is applicable.

3) If Vehicle is placed after 24 hrs from the time of booking, i.e., after 13:00 hrs on call date, delay of 5 hrs will be considered from the expected time of reporting as accepted by the vendor i.e., 08:00 hrs. In such case a penalty for delayed placement of 5 hrs (5 x Rs.200/-) is applicable. If there is no movement requirement by BHEL at the delayed reporting time, then the vendor shall take back the Vehicle and the penalty imposed will be as per norms of "Non-placement of Vehicle after confirmation".

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## Tender Notice

c) Vehicle not placed after confirmation from the Vendor, within 24 hrs:

If Vehicle is not placed till 11:00 hrs even after vendor's confirmation - penalty for delay of 3 hrs (i.e., 08:00 hrs to 11:00 hrs = 3 x Rs.200/-) along with penalty of non-placement of vehicle, Rs.500/- will be levied. Also risk purchase will become applicable.

For breakdown, an amount of Rs 150/- per hour (fraction of breakdown hours from 30 min and above will be rounded off to full hour and fraction hour less than 30 min will be treated as zero hr) will be deducted from the particular bill for the break down hours for maximum of up to 4 hours only. If break down time exceeds 4 hr, in addition to the amount of Rs. 150/- per hour, the subject Day Rent for the vehicle will not be given (as penalty) and payment will be given only for actual kilo-meter run.

### **07. RISK PURCHASE:**

In case of abnormal delays (beyond the maximum late delivery period as per LD clause) or non-fulfilment of any other terms and conditions given in work order, BHEL may cancel the work order in full or part thereof, and may also make a contract of such work/service from elsewhere / alternative source at the risk and cost of the original contractor. BHEL will take all reasonable steps to complete the contract obligations from alternate source at optimum cost. If bidder does not agree to the above Risk Purchase Clause, BHEL reserves the right to reject the offer. In case for compelling reasons BHEL accepts the offer without acceptance of this clause by the bidder and in the eventuality of Risk Purchase, appropriate action will be taken as per BHEL extant rules. This will be without prejudice to any other right of BHEL under the contract. Risk & cost clause, in line with conditions of contract may be invoked in any of the following cases:

Contractor's poor progress of the work vis-à-vis execution timeline as stipulated in the contract, backlog attributable to contractor/ supplier including unexecuted portion of work/ supply does not appear to be executable within balance available period (#) considering its performance of execution. Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.

Non completion of work / Non-supply by the contractor within scheduled completion/delivery period as per contract or as extended from time to time, for the reason attributable to the contractor.

Termination of contract on account of any other reason (s) attributable to contractor.

Assignment, transfer, subletting of contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.

Non-compliance to any contractual condition or any other default attributable to contractor.

Place  
Date

Signature of the Bidder  
(NAME & ADDRESS WITH SEAL)



# Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

## Tender Notice

Risk and Cost amount against balance work will be calculated as follows:

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

Where,

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

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

H = Overhead Factor to be taken as 5

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

\*(Balance scope of work/ supply)

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

Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities.

Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings (if any) issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities.

Substitute/ extra items whose rates have already been approved would form part of contract quantities for this purpose. Substitute/ extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions.

However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose.

**NOTE:** In case portion of work is being withdrawn, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work/supply' for calculating Risk & Cost amount.

Place  
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# Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

## Tender Notice

### **2. GENERAL:**

1. The contractor agrees to indemnify BHEL against all claims and losses arising as a liability under the Payment of Wages Act, Employees Provident Fund & Miscellaneous Provisions Act, Industrial Disputes Act, Employees State Insurance Act, Contract Labour (Regulation & Abolition) Act, Workmen's Compensation Act, Arbitration Act, Minimum Wages Act, Inter State Migration Act etc. or any civil or criminal law in force so far as they relate to security personnel employed by the contractor for the company.
2. The liability of any compensation for injury to their staff or others arising as a result of duties by the staff shall be that of the contractor.
3. Income Tax, GST TDS or any other statutory dues liable to be paid by the contractor shall be recovered from the bills of the contractor for which TDS certificate will be issued by BHEL.
4. With regard to the interpretation of the terms and conditions of this contract, the decision of the Head of the Unit / BHEL – PPPU Thirumayam shall be final.

Place  
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# Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

## Tender Notice

<b>Checklist for Documents to be submitted to HR/Welfare Section*</b>				
S.No	Document type	Scheduled Date	Periodicity	Remarks
1	PF Registration code	On Award of contract/ on production of First bill	One time/as and when required by BHEL	
2	ESI/Group Insurance Code	On award of Contract	One time/as and when required by BHEL	
3	Form VI-A & VI-B under Contract labour (R&A) Act	On commencement and Completion of the Contract	Twice ( Once on commencement and once on completion of contract)	Form VI-A to be submitted to Labour authorities and a copy to submitted to Welfare section. Form VI-B ( to be prepared and endorsed by User/executing Department) to be submitted to Welfare Section
4	Labour License	To be obtained immediately from Labour authorities in case of engagement of 20 or more contract workers	One time/ on renewal of License / as and when required by BHEL	
5	Bio Data form with proper ID proof	To be submitted for all employees immediately on award of contract and as and when new employees are engaged	One time / as and when required by BHEL	Required for providing ID cards to enable entry into Factory premises and for record purpose
6	Attendance Register	To be submitted on or before 5th of every month	Monthly	To be endorsed by the contractor and BHEL authorised executive/Line Executive
7	Wage Register	To be submitted on or before 10th of every month	Monthly	To be endorsed by the contractor and BHEL authorised executive/Line Executive
8	PF remittance challan & PF - ECR	To be submitted on or before 10th of every month	Monthly	To be checked and cleared by HR Dept

**\*The checklist is indicative, the contractor is obliged to produce any other document required, in compliance with extant statutes and BHEL practice, as and when required.**

Place  
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# Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

## Tender Notice

### **3. CONDITIONS RELATED TO THE WELFARE OF LABOURS:**

- 1) The successful contractor has to have his own PF, ESI / Group Insurance registration and comply with the relevant Acts. If not available immediately / already applied / pending with PF authorities, then an undertaking to comply shall be submitted on award of contract.
- 2) The Contractor has to remit PF for his workers for the same amount which he paid as total wages to the employees on monthly basis. He has to remit 13% from his side and deduct 12% of Wages from the monthly wages of the employees and a total of 25% of monthly wages should be remitted as PF i.e. each employee. The percentages mentioned are indicative in nature. The PF shall be remitted as per the existing Government guidelines.
- 3) The Contractor has to produce the PF Registration Code for his workers as per the Government rules while submitting the first bill. The first bill will be processed only on production of the above code. For subsequent bills, the PF remittance challan (for the billing period) for the engaged labor has to be submitted for bill processing.
- 4) BHEL will not be liable for any medical attention, injury / loss of life of the persons engaged by the contractor during the work inside the factory premises as per the contract. A suitable insurance coverage (ESI / Group Insurance) for the employees shall be arranged by the Contractor at his cost from the first day of operation, towards medical treatment and compensation of any loss as per legal provisions.
- 5) The contractor shall have full control over his employees including the right to appoint, determine service conditions, discharge, dismiss, or otherwise terminate their services at any time. The contractor shall be solely responsible for any claim arising out of employment or termination of employment of his employees and for statutory payments.
- 6) In case, during the contract period if ESI scheme comes into effect, the contractor shall conform to the statutory requirements and any additional cost involved shall be borne by the contractor only.
- 7) The contractor shall employ such personnel who are medically fit and above the age of 18 only. The company has the right to direct the contractor to remove from the premises such of his personnel who may be physically, hygienically, clinically or medically found to be unfit.
- 8) The Minimum Wages as prescribed by the State Government from time to time should be paid to the contract Workers and the Wage and Attendance Registers should be produced to HR department every month.

The minimum wages are given below for reference: (w.e.f 01/04/2023)

Sl. No.	Category	Minimum Wages per day (Rs.)		
		Basic	DA	Total
1	Unskilled Worker	258.50	255.73	514.23
2	Semi-Skilled Worker	271.00	255.73	526.73
3	Skilled Worker	278.50	255.73	534.23
4	Supervisor	295.00	255.73	550.73

(The above table is for illustrative purpose only. Latest Govt circular shall be followed.)

- 9) If the contractor employs more than twenty employees, he has to obtain license to this effect from the Factory Inspectorate and renew the same periodically.
- 10) The Contract workers should be fully aware of safety measures and observe all safety precautions during work. The contractor should also make his own arrangements to provide requisite safety devices to the

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# Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

## Tender Notice

workers, based on the nature of work. Any accident/incident occurring to his workers in Company's premises should be reported in writing by the Contractor to Safety, Welfare and Line Executive concerned.

- 11) A list containing the name of working persons' photo, address, age, designation, nature of work is to be furnished immediately on receipt of the contract/work order. This is required for our records and issuance of Identity Card for Gate entry.
- 12) The canteen charges (cost of the food items and beverages) for contract workmen will be charged if availed, at the rate fixed by BHEL from time to time BHEL's Policy.
- 13) The contractor has to disburse the salary/wages for their workmen only through Bank Account. The relevant Bank statement/proof for Bank payment should be produced along with PF and ESI and challans to Welfare Section every month.
- 14) Minimum Bonus of 8.33% as applicable shall be paid to the contract employees as per the Payment of Bonus Act 1965.
- 15) The Contractor shall in respect of labour employed by him, comply with the following statutory provisions, rules & in regard to all matters provided therein.
  - a) The Workmen Compensation Act 1923,
  - b) The Payment of Wages Act 1936 and the related Tamil Nadu Rules,
  - c) The Industrial Disputes Act 1947,
  - d) The Factories Act 1948 and the related Tamil Nadu Rules,
  - e) The Minimum Wages Act 1948 and the related Tamil Nadu Rules,
  - f) Employee's Provident Funds & Miscellaneous Provisions Act 1952,
  - g) The Payment of Bonus Act 1965.
  - h) The Contract labour (Regulation & Abolition) Act 1970 and the related Tamil Nadu Rules.
  - i) The Building and Other Construction Works (RE & CE) Act, 1996 and the related Tamil Nadu Rules.

Place  
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# Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

## Tender Notice

### **4. GENERAL TERMS & CONDITIONS**

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 Head of Dept. /Executing Dept., to supervise the work or part of the work.
  - e) "**Approved**" and "**Directed**" means, the approval or direction of Head of Unit/PPPU-THIRUMAYAM, or person deputed by him 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 Executive/CONTRACTS/PPPU 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.
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. **ORDERS UNDER THE CONTRACT:** All orders, notices etc. to be given under the contract shall be in e-mail, 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.

Place  
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# Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

## Tender Notice

5. **DEVIATIONS:** The contractor shall not carry out any work not covered by schedule except in pursuance of the written instructions of HOD/Contracts Dept. No such work shall be valid unless the same has been specifically confirmed and accepted by BHEL in writing and incorporated in the Contract.
6. **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.
7. **COMPLIANCE TO REGULATIONS AND BY-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.
8. **GOODS & SERVICE TAX (GST) REGISTRATION & COMPLIANCE**
  1. Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration No (GSTIN) which should be clearly mentioned in the offer. If the dealer is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer. Dealers under composition scheme should declare that he is a composition dealer supported by the screen shot taken from GST portal. The dealer has to submit necessary documents if there is any change in status under GST.
  2. Supplier shall mention their GSTIN in all their invoices (incl. credit Notes, Debit Notes) and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No. which is linked/uploaded in GSTN network shall be clearly indicated), Billed to party (with GSTIN) & Shipped to party details, item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, Place of Supply etc.
  3. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
  4. Invoices will be processed only upon completion of statutory requirement and further subject to following:
    - a. Vendor declaring such invoice in Form GST ANX-1
    - b. Receipt of Goods or Services and Tax invoice by BHEL
  5. As the continuous uploading of tax invoices in GSTN portal (in GST ANX-1) is available for all (i.e. both Small & Large) tax payers under proposed new GST Return System, all invoices raised on BHEL may be uploaded immediately in GST portal on dispatch of material /rendering of services. The supplier shall ensure availability of Invoice in GST portal before submission of invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's GST ANX-2).
  6. In case of discrepancy in the data uploaded by the supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month informed by BHEL.
  7. In cases where invoice details have been uploaded by the vendor but failed to remit the GST amount to GST Department (Form PMT-08 or Form GST RET-01 to be submitted) within stipulated time, then GST paid on the invoices pertaining to the month for which GST return not filed by the vendor will be recovered from the vendor along with the applicable interest (currently 24% p.a) and all subsequent bills of the vendor will not be processed till filing of the GST return by the vendor

Place  
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# Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

## Tender Notice

8. In case GST credit is denied to BHEL due to non-receipt or delayed receipt of goods and/ or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount claimed in the invoice shall be disallowed to the vendor.
9. Where any GST liability arising on BHEL under Reverse Charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the vendor.
10. Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contracts. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Tax Invoice will be issued by BHEL indicating the respective supply invoice number.

GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 – Central Tax dated 13.09.2018. GST TDS certificate which will be generated in GST portal subsequent to vendor accepting the TDS deduction in the GST portal, will be issued to the vendor.

### 9. **SECURITY DEPOSIT**

Amount of not less than 5% of the contract value (Excluding GST) shall be deposited before start of the Work as Security Deposit. Failure to remit the Security Deposit shall be treated as failure to discharge the duties under the contract and shall result in cancellation of the contract and the bidder shall be liable to compensate BHEL for any loss.

EMD in such cases shall be forfeited.

The Security Deposit may be furnished in any one of the following forms:

1. Remittance through online SBI-State Bank Collect.
2. Pay Order, Demand Draft in favour of **BHEL Trichy**.
3. Local cheques of scheduled banks, subject to realization.
4. Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).
5. Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL and **with minimum validity covering the contract period + 6 months & maintenance period if any**.
6. In order to ensure the genuineness of BG's, the BG's are to be sent directly by the concerned bank through registered post to CONTRACTS DEPT/PPPU, BHEL Thirumayam.
7. Security deposit can also be recovered at the rate of 10% from the running bills. However, in such cases at least 50% of the Security Deposit should be paid before commencement of work (any of the above form) and the balance 50% may be recovered from the running bills.
8. For contract value less than Rs 20 lakh, work may be started after issue of LOI without remittance of SD. From the first bill, 50% of SD will be collected, and the balance will be recovered from the running bills at the minimum rate of 10% of gross SD.
9. In case of delay in submission of performance security, enhanced performance security which would include interest (Repo rate + 4%) for the delayed period, shall be submitted by the bidder.

### **The security deposit shall not carry any interest.**

Security Deposit shall not be refunded except in accordance with the terms of the Contract or Agreement. No interest shall be allowed on Security Deposits. BHEL shall not be responsible for any loss of securities, due to liquidation for any other reasons, what-so-ever or any depreciation in the value of the securities while in their charge or for any loss of interest there on.

Place  
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# Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

## Tender Notice

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 there from 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.

10. **Set off Clauses**

Payment of bills, payment of any amounts due, release of Security Deposit or return of Bank Guarantees furnished under this tender/contract, shall be subject to the deduction of any amount for which the Bidder is liable under this contract, or any contract placed on the contractor by BHEL, Piping Centre, Chennai or any/all other Unit/s of BHEL.

11. **REFUND OF SECURITY DEPOSIT:**

Security Deposit will be refunded on completion of the work and after the expiry of the maintenance period, if any, provided always that the Contractor shall first have been paid the last and final bill and have rendered a "NO DEMAND CERTIFICATE". In case no maintenance period is applicable, then 100% of security Deposit will be refunded after providing "No Demand" certificate by the contractor as per the "Refund of Security Deposit" format.

12. **CONTRACTOR'S SUPERVISION:**

- a) The Contractor or his accredited agent shall attend when required without making any claim for doing so, either the office of the Executive/CONTRACTS or the OFFICER-INCHARGE, to receive instructions.
- b) 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.
- c) BHEL-PPPU, THIRUMAYAM 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.

13. **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.

14. **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.

15. **DAMAGE & LOSS TO PRIVATE PROPERTY & INJURY TO WORKMEN :** The Contractor shall at his own expense reinstate and make good to the satisfaction of the HOD/Executing Dept., 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.

Place  
Date

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# Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

## Tender Notice

### 16. LAWS GOVERNING THE CONTRACT:

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

(i) Should a tenderer or a contractor has a dependent/relative or in the case of a partnership firm, any of its partners or dependents of partners employed in BHEL, the authority inviting tenders should be informed of this fact at the time of submission of the tender failing which tender may be disqualified or if such fact subsequently come to light, the contract may be cancelled.

(ii) No BHEL employee and their dependents are eligible to submit their offer against this tender.

### 17. 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 extent as provided in the case of cancellation for default.

If the Contractor shall: -

1. Offer or give or agree to give to any person in BHEL service any gift or consideration of any kind, as an inducement or reward for doing or for bearing to do or for having done or for borne to do any act, in relation to the obtaining or execution of this or any other contract for BHEL service,

OR

2. 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

3. 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.

### 18. CANCELLATION OF CONTRACT IN PART OR 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 HOD/Executing Dept., or his authorised 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 HOD/Executing Dept., 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 HOD/Contracts Dept. or his authorized representative 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 HOD/Executing Dept. & Contracts Dept., whose decision shall be final and conclusive.

Place  
Date

Signature of the Bidder  
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# Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

## Tender Notice

### 19. 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,

- 1) being an individual or if a firm any partner thereof shall at any time be adjudged bankrupt or have a receiving order for administration of his estate, made against him or shall take any proceedings for liquidation or composition under any bankruptcy Act or assignment of his effects of composition or arrangement for the benefit of his creditors or purport to do so, or if any application made under any Bankruptcy Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him on behalf of his creditors  
OR
- 2) 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
- 3) Assigns, Transfers, attempts to assign, transfer any portion of the work without the prior written approval of the BHEL.  
OR
- 4) Sub-lets or attempt to sub-let any portion of the work.  
OR
- 5) Fails to carry out the work and unauthorized absence for more than 3 days.  
OR
- 6) Whenever BHEL exercise the authority to cancel the contract under these conditions, BHEL may have the work done by any means at the Contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by EXECUTIVE/CONTRACTS/PPPU 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 HOD/Contracts Dept. or his authorized representative, or the same shall be recovered from the Contractor by other means.  
OR
- 7) In case the 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 HOD/Executing Dept. & Contracts Dept., whose decision shall be final and conclusive.

### 20. 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.

21. **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 HOD/Contracts Dept. or his authorized representative, 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.

Place  
Date

Signature of the Bidder  
(NAME & ADDRESS WITH SEAL)



# Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

## Tender Notice

### 22. 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 he shall pay the claim on demand.

### 23. 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. However, no such recovery shall be enforced after three years of passing the final bill.

24. **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.

25. **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 Executive/Contracts/PPPU subject to prompt notification by the contractor.

### 26. RESOLUTION OF DISPUTES:

The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the contract/tender which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.

Notes:

1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.
2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in **Annexure IV** to this Terms and conditions.

Place  
Date

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(NAME & ADDRESS WITH SEAL)



# Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

## Tender Notice

The **Annexure IV** together with its appendices will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in this terms and conditions.

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 other Party, refer such dispute or difference to sole arbitration of an arbitrator appointed as per the Arbitration and Conciliation Act, 1996 (India) or statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force.

1. The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the parties.
2. This contract shall be governed, construed and interpreted in accordance with the laws of India.
3. Subject as aforesaid, the provisions of Arbitration & Conciliation Act 1996 (India) or statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause. The seat of arbitration shall be Pudukkottai, Tamil Nadu, India.
4. The cost of arbitration shall be borne as per the award of the Arbitrator.
5. Subject to arbitration in terms of clause above, the Courts at Pudukkottai, Tamil Nadu, India shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.
6. Notwithstanding the existence or any dispute or difference and/or reference for the arbitration, the vendor/contractor shall proceed with and continue without hindrance the performance of its obligation 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 commercial contract(s) between Central Public Sector Enterprises (CPSEs)/Port Trusts inter se and also between CPSEs and Government Departments/Organizations (Excluding disputes concerning Railways, Income Tax, Customs & Excise Departments, such dispute or difference shall be taken up by either party for its resolution through AMRCD as mentioned in DPE OM No.05/003/2019-FTS-10937 dtd. 14TH December, 2022 and the decision of AMRCD on the said dispute will be binding on both the parties.

### 27. **JURISDICTION:**

In case of any suit or other legal proceedings arising under or relating to this Contract, the courts at Pudukkottai, Tamil Nadu only shall have the Jurisdiction and is only after exhausting the, Resolution of Disputes, Clause 26.

28. **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.

Place  
Date

Signature of the Bidder  
(NAME & ADDRESS WITH SEAL)



# Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

## Tender Notice

### 29. SECRECY OF CONFIDENTIAL INFORMATION:

The Contractor undertakes and agrees that he/it will not disclose or reveal in part or full the proprietary/confidential information, which terms shall mean and include patents, trademarks, service marks, registered designs, copyright, design rights, know-how, confidential information, trade and business names and any other similar protected information of BHEL received during negotiation or currency of the contract to any third party or governmental authorities without written permission from BHEL. In the event of termination or expiry of the contract, the contractor shall return all proprietary/confidential information to BHEL. This clause shall survive termination or expiry of the contract. BHEL reserves the right to initiate appropriate action including legal proceeds / termination of contract, recovery of damages, penalties etc., if the contractor is found guilty / wrong usage of the documents given by BHEL for any unauthorized activity.

### 30. STATUTORY REQUIREMENTS:

- a) 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 (Regulation and Abolition) Act 1970, Payment of Bonus Act 1965, Income Tax Act, GST / SGST / IGST / UTGST Act and all other applicable Acts shall be complied with by the Contractor.
- b) 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.
- c) 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.
- d) Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and provide a copy of the same to BHEL.
- e) Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.

### 31. REGISTERS & RECORDS:

The Contractor shall maintain all registers and records in the proper manner and as required by the regulations of the various authorities concerned and indemnify the Employer from the consequences due to any inaccurate or faulty documentation on the part of the Contractor.

### 32. REMOTE TRANSACTIONS:

The Contractor shall agree to and comply with all such terms and conditions as BHEL may prescribe from time to time and shall confirm that all transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centers, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication established by BHEL shall constitute legally binding and valid transactions when done.

### 33. CHANGE IN CONSTITUTION OF FIRM:

Changes in constitution of firm whenever it is made after submission of application or during currency of the contract, the existing firm has to duly inform the proposed changes to contracting department of BHEL at the appropriate time before the changes in the constitution are made. In case the absence of any such information BHEL is not responsible for the consequences arising out of the absence or suppression of information and the

Place  
Date

Signature of the Bidder  
(NAME & ADDRESS WITH SEAL)



# Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

## Tender Notice

issue / dispute arising out of these changes and the firm is responsible for settling the issue or dispute among themselves (Partners etc.) or with the bankers or with any third party. Under the above circumstances when dispute arises and the firm does not inform the change in the constitution of the firm BHEL may reserve its rights for suspending or terminating the contract.

### 34. **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.

### 35. **COMMON TERMS AND CONDITIONS FOR WORKS CONTRACT RELEVANT TO SAFETY**

1. Use of cell phones and other mobile electronic devices (including hands-free devices) in the work spot and during the operation of a vehicle in the BHEL premises is prohibited.
2. Contract employees working on BHEL premises must wear appropriate personal protective equipment. Strict adherence to all required Personal Protective Equipment (Helmet, Safety Shoes and Goggles) are mandatory, specific PPE requirements will be based on job type or tasks performed. Contractor should submit proof for bringing the necessary PPEs inside the factory along with the monthly bills to the user department.
3. Excessively loose-clothing, dhoti/Lungi is prohibited especially around rotating or moving equipment.
4. The contractors' work area should be kept clean and orderly, free of clutter and trash, so that work may proceed in a safe and orderly manner. Tools should be safely positioned during use and promptly put away when no longer required.
5. Fire-fighting, emergency shutdown devices, and life-saving equipment, should not be blocked by the contractor/employees and access to the path to this equipment should be maintained at all times.
6. Only approved equipment should be used in locations where flammable mixtures are present. A Hot Work Permit is required when open flames, or electric arcs are in the work area and while handling flammable materials.
7. Smoking is not allowed in work area.
8. It is recommended that the contractor should know & display the emergency phone numbers like Fire, Ambulance, Safety, Security etc. at their work area.
9. It is the responsibility of the contractor to understand and use the appropriate Work Permits and to verify any permit requirements at the location. Contractor must make necessary arrangements with their Representative to acquire appropriate authorization to perform those operations at the site.

### 36. **SAFETY CONDITIONS: Tamil Nadu Factories Rules, 1950**

- Rule 61F: Methods of Work: No process or work shall be carried on in any factory in such a manner as to cause risk of bodily injury.
- Rule 61G: Stacking and storing of materials etc.: No materials or Equipment shall be stacked or stored in such a manner as to cause risk of bodily injury.
- Rule 61-N and Rule 61- O: Workers to be provided with Personal Protective equipment suitable for the hazards and should be of good quality / have certification by Indian Standard Institute.
- Rule 96: Notification of Accidents: Shall be complied with as required in the Factories Act (Section 88 and Section 88A) and Tamil Nadu Factories Rules.

The following safety measures (whichever is applicable) should be strictly adhered to during execution of works at sites.

Place  
Date

Signature of the Bidder  
(NAME & ADDRESS WITH SEAL)



# Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

## Tender Notice

1. Providing the working platform with toe board and handrail for continuous working at heights.
  2. Providing safety belt and life line at all times for men working at heights.
  3. Providing dust or fume respirator in places where dust and fume concentration exists.
  4. Providing goggles and welding screens.
  5. Providing acid and alkali proof rubber gloves for handling acid and alkali and chemical which are corrosive.
  6. Providing rubber gloves for working on electrical works.
  7. Ensuring proper lashing of the components while being transported in vehicles.
  8. The gas cylinders must be always handled on trolleys or kept tied down not in use. They should never be rolled as Roller for conveying.
  9. Cylinders should not be used without regulators.
  10. All excavations must be barricaded and red lamps must be provided.
  11. All electrical connections must be properly earthed.
  12. No work should be taken up for execution inside shop floor, without obtaining necessary work permit.
  13. Providing helmet, safety belt, etc., for high level work and sufficient number of Industrial Safety nets at appropriate level to safeguard the persons working at high level particularly in trusses, girders, roofing etc., of industrial and high roof buildings.
  14. The contractor should maintain a register regarding the driver license particulars.
  15. All personal protective equipment conforms with standard specification as per the details given in the code of conduct.
  16. Contractor including their sub-contractors, agents and labour engaged on the work are required to scrupulously adhere to the safety regulations, safety precautions and measures. Any violation thereof will invite punitive action being taken against them. Also contractors with frequent violations of safety regulations will not be entrusted with further work in this organization.
37. **Safety precautions to be observed while transporting materials (WHICHEVER IS APPLICABLE): -**
- A) VEHICLE:**
- 1) Vehicles carrying material should have proper registration documents and must be produced on demand by our Security Staff.
  - 2) The light on right side, i.e. over the driver's cabin shall be in working condition.
  - 3) Both the head lights as well as park lamps must be in working conditions.
- B) MOVEMENT OF VEHICLE:**
- 1) The vehicle should not travel at more than 20 kmph in our premises.
  - 2) The Driver of the vehicle must possess heavy duty license and produce on demand by the Security Staff.
  - 3) Vehicles carrying inflammable liquid in the tank containers should have grounding chain or the tank should be coated with insulating material also to avoid static electricity.
  - 4) In road junctions, speed breakers and railway crossing, the speed should be lowered and vehicle should proceed cautiously.
  - 5) The driving should "KEEP TO THE LEFT" at all places.
  - 6) The vehicle should not be parked in road which could obstruct the vehicular traffic.
  - 7) The vehicle should pass only through the approved routes. Short cuts should be forbidden.
  - 8) There must be a safe distance behind another moving truck.
  - 9) The driver should avoid making quick starts, jerky stops or quick turns at excessive speed.

Place  
Date

Signature of the Bidder  
(NAME & ADDRESS WITH SEAL)



# Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

## Tender Notice

### 38. 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".

### 39. GENERAL:

The vehicles should not be moved directly inside the production building in case the materials are to be unloaded there. But the vehicle should be parked outside the building and the driver should ascertain the passage as well as the unloading points with the help of shop officials. This will avoid the congestion of blocking of traffic in the gangway.

### 40. NOTICE OF ACCIDENTS:

1. Notwithstanding anything contrary to this, in the event of accident the contractor shall be required to fill injury report and submit the Engineer in charge immediately and ensure the compliances of ESI / Workmen's compensation Act, Factories Act and Rules made thereunder. He shall also maintain a register of accident as per the Act.
2. The Contractor shall get the contract labour engaged by him insured under Workmen's Compensation policy from General Insurance Corporation of India before actually starting the work of contract. The insurance coverage should be for the entire period of Contract. The Contract shall comply with the provisions of the Workmen's Compensation Act 1923. (This should be read in conjunction with the provisions of ESI Act)

### 41. GOVERNMENT LAW'S COVERING UNDER THIS CONTRACT:

The Contractor shall in respect of Personnel employed by him either directly or through sub-Contractors, comply with or cause to be complied with following statutory provisions and rules and in regard to all matters provided therein.

### 42. THE CONTRACT LABOUR (REGULATION & ABOLITION) ACT 1970 AND THE RELATED RULES:

- a. The minimum wages Act 1948 and the related rules
- b. The payment of wages Act 1936 and the related rules.
- c. The Factories Act 1948 and related Tamil Nadu Rules.
- d. The Employees' Provident Fund & Miscellaneous provisions Act 1952.
- e. The Employees State Insurance Act 1948.
- f. Workmen Compensation Act 1923
- g. Payment of Bonus Act 1965
- h. Maternity Benefit Act, 1961
- i. Payment of Gratuity Act, 1972
- j. Inter-State Migrant Workmen (Regulation of Employment & Conditions of Service) Act, 1979
- k. Equal Remuneration Act, 1976
- l. Industrial Employment (Standing Order) Act, 1960 (In case of engaging 100 or more personnel)
- m. The Industrial Disputes Act 1947

And any other law, or modifications to the above or to the rules made there under from time to time.

Place  
Date

Signature of the Bidder  
(NAME & ADDRESS WITH SEAL)



# Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

## Tender Notice

### 43. **BIOMETRIC ENTRY/EXIT SYSTEM FOR CONTRACTOR'S WORKMEN:**

1. The Entry/Exit of the employees engaged by contractor is to be regulated only through Biometric system.
2. The Contractor initially will be issued with a temporary gang pass for his/ her employees for a period of ten days.
3. The contractor should arrange photo coverage for all his/her employees within the above stipulated time.
4. The contractor has to submit FORM-I for all his/her contract employees. All the particulars required in FORM-I are to be provided by the contractor without fail.
5. Every employee of the Contractor shall be provided with Employment Card as per Form XIV (as per Rule 76 of the Contract Labour (Central) Rules, 1971 and the contractor shall instruct its employees to carry the Employment Card as well as Entry Card without fail, while entering/exiting factory.
6. The contractor should educate his employees in registering the attendance through the system.
7. Whenever a contract employee migrates or leaves service of the contractor, the contractor has to surrender the biometric card of the particular employee to Contract Cell with immediate effect, without fail.
8. On completion of the work, the contractor has to surrender all the biometric entry cards issued to its employees immediately to the contract cell. Otherwise, an amount of Rs.100/- per card will be deducted from the final bill/security deposit of the contractor.
9. If any contract employee lose his/her entry card, the contractor shall arrange a duplicate entry card for the employee by paying an amount of Rs.100/-.
10. The Contractor is totally responsible for the biometric cards issued to his/ her employee.
11. The Contractor has to indemnify BHEL for all the damages and losses caused by his/her employees.

### 44. **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:**

1. Victim: Any person who suffers permanent disablement or dies in an accident as defined below
2. Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during 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 / offices / townships and premises / Project Sites.
3. Compensation in respect of each of the victims:
  - a. In the event of death or permanent disability resulting from Loss of both limbs: Rs. 10,00,000/- (Rs. Ten Lakh)
  - b. In the event of other permanent disability: Rs. 7,00,000 (Rs. Seven Lakh)
4. Permanent Disablement: A disablement that is classified as a permanent total disablement under provision to Section 2(l) of the Employee's Compensation Act, 1923.

### 45. **SPLITTING OF CONTRACT:** Not Applicable. Entire work shall be awarded to L1 vendor.

Place  
Date

Signature of the Bidder  
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# Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

## Tender Notice

### 46. CONFLICT OF INTEREST:

A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- a) they have controlling partner (s) in common; or
- b) they receive or have received any direct or indirect subsidy / financial stake from any of them; or
- c) they have the same legal representative / agent for purposes of this bid; or
- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
- e) Bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components / sub-assembly / Assemblies from one bidding manufacturer in more than one bid; or
- f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following:
  1. The principal manufacturer directly or through one Indian agent on his behalf; and
  2. Indian / foreign agent on behalf of only one principal; or
- g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or
- h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership / management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister / common business / management units in same / similar line of business.

### 47. Guidelines for Suspension of Business Dealings with Suppliers/ Contractors:

The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the firms debarred across BHEL, shall be rejected. The list of firms debarred across BHEL 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

Place  
Date

Signature of the Bidder  
(NAME & ADDRESS WITH SEAL)



# Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

## Tender Notice

with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

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 malpractices, 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](http://www.bhel.com) and/or under applicable legal provisions.

Place  
Date

Signature of the Bidder  
(NAME & ADDRESS WITH SEAL)



**Bharat Heavy Electricals Limited**  
(A Govt. of India Undertaking)  
Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

**Tender Notice**

**RTGS/NEFT FORM**

To  
THE PURCHASE/CONTRACT EXECUTING AGENCY/BHEL

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

01	Name & Address of the Supplier / Sub-contractor	
02	VENDOR CODE assigned by BHEL	
Details of Bank Account:		
03	NAME & ADDRESS OF THE BANK	
04	NAME OF THE BRANCH	
05	BRANCH CODE	
06	MICR CODE	
07	ACCOUNT NUMBER	
08	TYPE OF ACCOUNT	CURRENT A/C / OD / CASH CREDIT
09	BENEFICIERY'S NAME	
10	IFSC CODE OF THE BRANCH	
11	PAN NUMBER	
12	EMAIL ID	
13	TELEPHONE/MOBILE NO.	

**CERTIFICATE**

I / We hereby agree to receive the payments due from BHARAT HEAVY ELECTRICALS LIMITED by the National Electronic Funds Transfer and / or RTGS Transfer mode by credit to my / our above mentioned Bank Account. I / We also agree that payments made to the above mentioned Account is a valid discharge of the liability of Bharat Heavy Electricals Limited. I / We also agree to bear the applicable Bank Charges for the above mode of transfer. **A copy of PAN and cheque leaf/cancelled cheque leaf of the above account is sent herewith.**

AUTHORISED SIGNATORY WITH NAME SEAL

**Banker's Certification**

We confirm that we are enabled for receiving RTGS and NEFT credits and we further confirm that the account number of \_\_\_\_\_ (name of account holder), the signature of the authorized signatory and the MICR and IFSC codes of our Branch mentioned above are correct.

PLACE:  
DATE:

(Manager / Officer's)  
Signature Under Bank stamp and Name Seal  
with Membership No :  
(Telephone / Mobile No)

Forwarded to **Accounts Dept.**

We confirm the above details are verified with the records available with us.  
Signature of the BHEL Executive with Name Seal (Operating the Contract/Services

Place  
Date

Signature of the Bidder  
(NAME & ADDRESS WITH SEAL)



# Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

## Tender Notice

### Annexure-Y

#### **PROFORMA OF BANK GUARANTEE (in lieu of SECURITY DEPOSIT)**

(To be taken on Non-Judicial Stamp paper/e-stamp paper as per Stamp Act prevailing in the State)

Bank Guarantee No:

Date:

To

Bharat Heavy Electricals Limited

High Pressure Boiler Plant, Tiruchirappalli – 620014 / Power Plant Piping Unit, Thirumayam – 622507

Dear Sirs,

1. In consideration of Bharat Heavy Electricals Limited <sup>1</sup> (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at "BHEL House" SIRI Fort, New Delhi – 110 049), through its Unit **High Pressure Boiler Plant, BHEL, Tiruchirappalli – 620014 / Power Plant Piping Unit, Thirumayam – 622507** having awarded to .....(NAME OF THE VENDOR / CONTRACTOR / SUPPLIER / VENDOR CODE) with its registered office at ..... (NAME AND ADDRESS OF THE VENDOR / CONTRACTOR / SUPPLIER) hereinafter referred to as the 'Vendor / Contractor / Supplier', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No .....(DETAILS ABOUT THE NOTICE OF AWARD / CONTRACT REFERENCE).....dated ..... valued at Rs..... (CONTRACT VALUE) Rupees -----) / FC.....(in words.....) for .....(PROJECT / SUPPLY DETAILS) (hereinafter called the 'Contract') and the Vendor / Contractor / Supplier having agreed to provide a Contract Performance Bank Guarantee, equivalent to 5 % (Five Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

2. We, ....., (hereinafter referred to as the Bank), having registered/Head office at ..... and inter alia a branch at ..... being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer any sum or sums upto a maximum amount of Rs ----- (BG AMOUNT IN FIGURES AND WORDS) ( Rupees -----) without any demur, immediately on first demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand.

3. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. .... (BG AMOUNT IN FIGURES AND WORDS)

Place  
Date

Signature of the Bidder  
(NAME & ADDRESS WITH SEAL)



# Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

## Tender Notice

4. We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Vendor / Contractor / Supplier in any suit or proceeding pending before any Court or Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.
5. The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder and the Vendor / Contractor / Supplier shall have no claim against us for making such payment.
6. We the .....bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract/satisfactory completion of the performance guarantee period as per the terms of the Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.
7. We.....BANK further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Vendor / Contractor / Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Vendor / Contractor / Supplier and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Vendor / Contractor / Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Vendor / Contractor / Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
8. The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Vendor / Contractor / Supplier and notwithstanding any security or other guarantee that the Employer may have in relation to the Vendor / Contractor / Supplier's liabilities.
9. This Guarantee shall remain in force upto and including..... **(SIX MONTHS BEYOND THE CLOSING DATE OF CONTRACT)** and shall be extended from time to time for such period as may be desired by Employer.
10. This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Vendor / Contractor / Supplier but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof.
11. Unless a demand or claim under this guarantee is made on us in writing on or before the ..... **(SIX MONTHS BEYOND THE CLOSING DATE OF CONTRACT)** we shall be discharged from all liabilities under this guarantee thereafter.

Place  
Date

Signature of the Bidder  
(NAME & ADDRESS WITH SEAL)



# Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

## Tender Notice

12. Any claim or dispute arising under the terms of this document shall only be enforced or settled in the Courts at Tiruchirappalli.

13. We..... BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed..... (*BG AMOUNT IN FIGURES AND WORDS*)
- b) This Guarantee shall be valid up to ..... (*SIX MONTHS BEYOND THE CLOSING DATE OF CONTRACT*)
- c) Unless the Bank is served a written claim or demand on or before ..... (*SIX MONTHS BEYOND THE CLOSING DATE OF CONTRACT*) all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

14. We, \_\_\_\_\_ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of  
(Name of the Bank)

Dated.....

Place of Issue.....

BANK IFSC AND MICR CODE

BANK EMAIL ID:

BANK PHONE NO:

AUTHORISED SIGNATORIES CELL PHONE NO:

BANK FAX NO

Place  
Date

Signature of the Bidder  
(NAME & ADDRESS WITH SEAL)



# Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

## Tender Notice

### LIST OF CONSORTIUM BANKS IN INDIA

List of Consortium Bank	
Sl. No.	Name of the Bank
1.	State Bank of India
2.	Canara Bank
3.	Axis Bank
4.	Bank of Baroda
5.	Central bank
6.	Citi Bank N.A
7.	Deutsche Bank
8.	Exim Bank
9.	Federal Bank Limited
10.	HDFC Bank Limited
11.	Hong Kong and Shanghai Banking Corporation Limited
12.	Indian Bank
13.	ICICI Bank Limited
14.	IDBI Bank Limited
15.	IndusInd Bank Limited
16.	Indian Overseas Bank
17.	Kotak Mahindra Bank Limited
18.	Punjab National Bank
19.	RBL Bank Ltd.
20.	Standard Chartered Bank
21.	Union Bank of India
22.	Yes Bank Limited

**(1) It should be typed in the Rs. 100 value of stamp paper.**

**(2) It should be signed by TWO bank officials with Rubber stamp containing names & employee numbers of bank officials.**

**(3) It should be submitted with bank covering letter with sign and seal of the bank official.**

**(4) Bank Guarantee issued by any of the Consortium Banks only will be accepted by BHEL.**

Place  
Date

Signature of the Bidder  
(NAME & ADDRESS WITH SEAL)



# Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

## Tender Notice

### **GENERAL DETAILS:**

**(To be filled by Bidder)**

**Tender Ref: PPPU: WC: 23: 037**

**Date: 13.10.2023**

01	Name and full address of the Company / Firm	
02	Name of contact Person with Designation	
03	Contact Details:	
	Landline No.	
	Mobile No.	
	email ID:	
04	Local Office Address with Contact person, Phone No., Mobile No., email ID, Fax No. (If any)	
05	Vendor code allotted by BHEL if any	
06	List of BHEL units in which vendor has executed any type of contract previously or is currently executing any type of contract	

Place  
Date

Signature of the Bidder  
(NAME & ADDRESS WITH SEAL)



# Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

## Tender Notice

### TECHNO COMMERCIAL BID

*(To be filled by bidder)*

#### ELIGIBILITY CRITERIA DETAILS:

#### ANNEXURE - A

SI. NO	ELIGIBILITY CRITERIA	BIDDER'S RESPONSE
1.	EMD PAYMENT	Not applicable
2.	<p>The contractor should have an Income Tax Registration (PAN). (Details of self- attested copy to be furnished)</p> <p>(Please mention Page No ----- in which this proof is attached in uploaded tender document)</p>	<p>PAN No. _____</p> <p>(Proof to be attached in GeM)</p>
3.	<p>Goods &amp; Service Tax (GST) registration / Application Reference Number.</p> <p>(copy of registration details indicating GSTIN/ARN to be submitted along with offer. (If any specific exemption is available, a declaration with due supporting documents need to be furnished for considering the offer).</p> <p>(Please mention Page No ----- in which this proof is attached in uploaded tender document)</p>	<p>Regn. No. – _____</p> <p>(Proof to be attached in GeM)</p>
4.	<p>Company Status (Proprietorship/ Partnership Firm/LLP/One-person Company/Private Limited Company/Public Limited Company/Trust/Society)</p> <p>(Proof to be attached)</p> <p>(Please mention Page No ----- in which this proof is attached in uploaded tender document)</p>	<p>Company status:</p> <p>(Proof to be attached in GeM)</p>
5.	<p>Vehicle/Lorry ownership: All those who are having the Lorry (either in the name of contractor or leased) of minimum capacity 0.7 MT contractor are eligible to participate in the tender. In case of lease vehicle, valid relevant document i.e. "Notarized copy of leased deed" shall be submitted along with the offer. The validity of such documents shall be valid as on date of technical bid opening and up-to Sep-2024. Higher capacity vehicles are also eligible.</p>	<p>(Proof to be attached in GeM)</p>
6.	<p>Statutory requirement - The vehicle shall comply with all the statutory requirements such as RC (registration copy of vehicle), FC (Fitness certificate of vehicle), Vehicle Insurance, Commercial tax, Road permit, as per the government regulations, and the copy of these documents shall be submitted along with the offer</p>	<p>(Proof to be attached in GeM)</p>

Place  
Date

Signature of the Bidder  
(NAME & ADDRESS WITH SEAL)



# Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

## Tender Notice

7.	<p>Experience of Work - The bidder shall have an experience in the field of "providing vehicles on hire for transportation" for a minimum period of 6 months within last 7 years.</p> <p>Proof of Work Order / Purchase Order/ Experience certificate should be attached. Proof of experience from any organization other than BHEL Trichy / Thirumayam to be supported by TDS (Tax Deducted at Source) certificate issued by the organizations OR Form 26 AS or bank statement for transaction of payment</p>	
8.	<p>Duly signed certificate of compliance in bidder's letter head shall be attached. (Annexure III)</p> <p>(Please mention Page No ----- in which this proof is attached in uploaded tender document)</p>	<p>("Certificate of compliance" to be attached in GeM which should be in bidder's letterhead)</p>
9.	<p>Duly signed Local Content Declaration in bidder's letter head shall be attached (Annexure II)</p> <p>(Please mention Page No ----- in which this proof is attached in uploaded tender document)</p>	<p>Duly signed and stamped to be uploaded</p>
10.	<p>Applicable GST rate</p> <p>(Please mention Page No ----- in which % is mentioned in uploaded tender document)</p>	<p>_____ %</p>
<b>OTHER INFORMATION / DETAILS:</b>		
<b>Sl. NO</b>	<b>CRITERIA</b>	<b>BIDDER'S RESPONSE</b>
1.	<p>MSE Vendor status (Self-attested copies of Udyam Registration Certificate to be submitted)</p> <p>(Please mention Page No ----- in which this proof is attached in uploaded tender document)</p>	<p>(Proof to be attached in GeM)</p>
2.	<p>General Details shall be attached.</p> <p>(Please mention Page No ----- in which this proof is attached in uploaded tender document)</p>	<p>("General Details" should be Submitted in GeM)</p>

### NOTE:

- All Pages of tender documents must be signed & sealed (digitally on 1st page or manually in each page) by the bidder before uploading in GeM portal. This shall ensure that the bidder has agreed to all conditions of tender document.**
- All supporting documents pertaining to the above Criteria (Copies of UDYAM certificate, experience proof, etc.) must be signed & sealed (digitally on 1<sup>st</sup> page or manually in each page) by the bidder before uploading in GeM portal.**

Place  
Date

Signature of the Bidder  
(NAME & ADDRESS WITH SEAL)



# Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

## Tender Notice

### **ANNEXURE – I**

#### **E-PAYMENTS**

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

#### STEP BY STEP PROCEDURE:

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

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

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

(PLEASE CHECK THE STATUS BEFORE MAKING PAYMENT SECOND TIME)

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

Place  
Date

Signature of the Bidder  
(NAME & ADDRESS WITH SEAL)



# Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

## Tender Notice

### ANNEXURE II (Local Content)

(TO BE SUBMITTED ON BIDDER'S LETTER HEAD)

Tender Ref No.: PPPU: WC: 23: 037

Dt. 13.10.2023

### Self-Declaration

Enquiry No.	
Enquiry Date	

In line with Government public procurement order Number P 45021/2/2017 B.E II dated 15.06.2017, and further modified order dt. 28.05.2018 & 04.06.2020.

I / We hereby declare that I / We are a "Local Supplier" meeting the requirement of minimum local content (.....%) defined in the above government notification for the goods/Services against above mentioned enquiry Number.

Details of location at which local value addition/ Service will be made is as follows:

Address	
District	
State	
Country	
PIN Code	

We also understand that the false declarations will be considered as breach of Integrity and liable for action.

For Company Name:

Seal:

Signature:

Place  
Date

Signature of the Bidder  
(NAME & ADDRESS WITH SEAL)



# Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

## Tender Notice

### **Annexure III -CERTIFICATE OF COMPLIANCE**

*(To be submitted in bidder's letter head)*

Tender Ref No: PPPU: WC: 23: 037

Date: 13.10.2023

To

DGM / Contracts, MS & DTG,  
Power Plant Piping Unit,  
BHEL – Thirumayam-622 507.

Sir,

We have carefully read the tender specifications connected with the above tender and have understood the technical requirements and conditions to the above tender which consists of

- 1.Eligibility criteria
- 2.Scope of work
- 3.Commercial Terms & Conditions
- 4.Conditions Related to The Welfare of Labours
- 5.General Terms and Conditions.
- 6.Technical Bid
- 7.RTGS/NEFT Format
- 8.General Details
- 9.All Annexures

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 declares that I/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 I/We found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.
- 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- Trichy or any other BHEL Unit or any PSU/ Government organization.
- I/We also declare that there is no case or charge under investigation, enquiry or trial against me/us or any conviction in a court of law nor have been banned by any organizations /Govt. on any grounds.
- 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).

Place  
Date

Signature of the Bidder  
(NAME & ADDRESS WITH SEAL)



# Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

## Tender Notice

- 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.
- If the contract is awarded to us the prices shall be kept firm till the completion of contract.
- If the contract is awarded to us, I /We confirm that security deposit (SD) required of execution of the contract will be submitted on or before commencement date as indicated in LOI. In case of delay in submission of performance security (SD), enhanced SD which would include interest (Repo rate+4%) for the delayed period, shall be submitted by bidder. Further, if performance security (SD) is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT/Contract, from the bills along with due interest.

Place  
Date

Signature of the Bidder  
(NAME & ADDRESS WITH SEAL)



# Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

## Tender Notice

### Annexure IV

Tender Ref No: PPPU: WC: 23: 037

Date: 13.10.2023

### **BRIEF PROCEDURE FOR CONDUCT OF CONCILIATION PROCEEDINGS**

1. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided herein:
2. The party desirous of resorting to Conciliation shall send an invitation/notice in writing to the other party to conciliate specifying all points of Disputes with details of the amount claimed. The party concerned shall not raise any new issue thereafter. Parties shall also not claim any interest on claims/counter-claims from the date of notice invoking Conciliation till the conclusion of the Conciliation proceedings.
3. The party receiving the invitation/notice for Conciliation shall within 30 days of receipt of the notice of Conciliation intimate its consent for Conciliation along with its counter-claims, if any.
4. The Conciliation in a matter involving claim or counter-claim (whichever is higher) up to Rs 5 crores shall be carried out by sole Conciliator nominated by BHEL while in a matter involving claim or counter-claim (whichever is higher) of more than Rs 5 crores Conciliation shall be carried out by 3 Conciliators nominated by BHEL.
5. The Parties shall be represented by only their duly authorized in-house executives/officers and neither Party shall be represented by a Lawyer.
6. The first meeting of the IEC shall be convened by the IEC by sending appropriate communication/notice to both the parties as soon as possible but not later than 30 days from the date of his/their appointment. The hearings in the Conciliation proceeding shall ordinarily be concluded within two (2) months and, in exceptional cases where parties have expressed willingness to settle the matter or there exists possibility of settlement in the matter, the proceedings may be extended by the IEC by a maximum of further 2 months with the consent of the Parties subject to cogent reasons being recorded in writing.
7. The IEC shall thereafter formulate recommendations for settlement of the Disputes supported by reasons at the earliest but in any case within 15 days from the date of conclusion of the last hearing. The recommendations so formulated along with the reasons shall be furnished by the IEC to both the Parties at the earliest but in any case within 1 month from the date of conclusion of the last hearing.
8. Response/modifications/suggestions of the Parties on the recommendations of the IEC are to be submitted to the IEC within time limit stipulated by the IEC but not more than 15 days from the date of receipt of the recommendations from the IEC.

Place  
Date

Signature of the Bidder  
(NAME & ADDRESS WITH SEAL)



# Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

## Tender Notice

9. In the event, upon consideration, further review of the recommendations is considered necessary, whether by BHEL or by the other Party, then, the matter can be remitted back to the IEC with request to reconsider the same in light of the issues projected by either/both the Parties and to submit its recommendations thereon within the following 15 days from the date of remitting of the case by either of the Parties.
10. Upon the recommendations by the Parties, with or without modifications, as considered necessary, the IEC shall be called upon to draw up the Draft Settlement Agreement in terms of the recommendations.
11. When a consensus can be arrived at between the parties only in regard to any one or some of the issues referred for Conciliation the draft Settlement Agreement shall be accordingly formulated in regard to the said Issue(s), and the said Settlement Agreement, if signed, by the parties, shall be valid only for the said issues. As regards the balance issues not settled, the parties may seek to resolve them further as per terms and conditions provided in the contract.
12. In case no settlement can be reached between the parties, the IEC shall by a written declaration, pronounce that the Conciliation between the parties has failed and is accordingly terminated.
13. Unless the Conciliation proceedings are terminated in terms of para 22 (b), (c) & (d) herein below, the IEC shall forward his/its recommendations as to possible terms of settlement within one (1) month from the date of last hearing. The date of first hearing of Conciliation shall be the starting date for calculating the period of 2 months.
14. In case of 3 members IEC, 2 members of IEC present will constitute a valid quorum for IEC and meeting can take place to proceed in the matter after seeking consent from the member who is not available. If necessary, videoconferencing may be arranged for facilitating participation of the members. However, the IEC recommendations will be signed by all members. Where there is more than one (1) Conciliator, as a general rule they shall act jointly. In the event of differences between the Members of IEC, the decision/recommendations of the majority of the Members of IEC shall prevail and be construed as the recommendation of the IEC.
15. The Draft Settlement Agreement prepared by the IEC in terms of the consensus arrived at during the Conciliation proceedings between the Parties shall be given by the IEC to both the parties for putting up for approval of their respective Competent Authority.
16. Before submitting the draft settlement agreement to BHEL's Competent Authority viz. the Board Level Committee on Alternative Dispute Resolution (BLCADR) for approval, concurrence of the other party's Competent Authority to the draft settlement agreement shall be obtained by the other party and informed to BHEL within 15 days of receipt of the final draft settlement agreement by it. Upon approval by the Competent Authority, the Settlement Agreement would thereafter be signed by the authorized representatives of both the Parties and authenticated by the members of the IEC.

Place  
Date

Signature of the Bidder  
(NAME & ADDRESS WITH SEAL)



# Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

## Tender Notice

17. In case the Draft Settlement Agreement is rejected by the Competent Authority of BHEL or the other Party, the Conciliation proceedings would stand terminated.
18. A Settlement Agreement shall contain a statement to the effect that each of the person(s) signing thereto (i) is fully authorized by the respective Party(ies) he/she represents, (ii) has fully understood the contents of the same and (iii) is signing on the same out of complete freewill and consent, without any pressure, undue influence.
19. The Settlement Agreement shall thereafter have the same legal status and effect as an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal passed under section 30 of the Arbitration and Conciliation Act, 1996.
20. Acceptance of the Draft Settlement Agreement/recommendations of the Conciliator and/or signing of the Settlement Agreement by BHEL shall however, be subject to withdrawal/closure of any arbitral and/or judicial proceedings initiated by the concerned Party in regard to such settled issues.
21. Unless otherwise provided for in the agreement, contract or the Memorandum of Understanding, as the case may be, in the event of likelihood of prolonged absence of the Conciliator or any member of IEC, for any reason/incapacity, the Competent Authority/Head of Unit/Division/Region/Business Group of BHEL may substitute the Conciliator or such member at any stage of the proceedings. Upon appointment of the substitute Conciliator(s), such reconstituted IEC may, with the consent of the Parties, proceed with further Conciliation into the matter either de-novo or from the stage already reached by the previous IEC before the substitution.
22. The proceedings of Conciliation under this Scheme may be terminated as follows:
  - a. On the date of signing of the Settlement agreement by the Parties; or,
  - b. By a written declaration of the IEC, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of the declaration; or,
  - c. By a written declaration of the Parties addressed to the IEC to the effect that the Conciliation proceedings are terminated, on the date of the declaration; or,
  - d. By a written declaration of a Party to the other Party and the IEC, if appointed, to the effect that the Conciliation proceedings are terminated, on the date of the declaration.
  - e. On rejection of the Draft Settlement Agreement by the Competent Authority of BHEL or the other Party.

Place  
Date

Signature of the Bidder  
(NAME & ADDRESS WITH SEAL)



**Bharat Heavy Electricals Limited**  
(A Govt. of India Undertaking)  
Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

**Tender Notice**

23. The Conciliator(s) shall be entitled to following fees and facilities:

SI No	Particulars	Amount
1	Sitting fees	Each Member shall be paid a Lump Sum fee of Rs 75,000/- for the whole case payable in terms of paragraph No. 27 herein below.
2	Towards drafting of settlement agreement	In cases involving claim and/or counter-claim of up to Rs 5crores. Rs 50,000/- (Sole Conciliator)

SI No	Particulars	Amount
		In cases involving claim and/or counter-claim of exceeding Rs 5 crores but less than Rs 10 crores. Rs 75,000 (per Conciliator) In cases involving claim and/or counter-claim of more than Rs 10 crores. Rs 1,00,000/- (per Conciliator) Note: The aforesaid fees for the drafting of the Settlement Agreement shall be paid on Signing of the Settlement Agreement after approval of the Competent Authority or Rejection of the proposed Settlement Agreement by the Competent Authority of BHEL.
3	Secretarial expenses	Rs 10,000/- (one time) for the whole case for Conciliation by a Sole Member IEC.  Where Conciliation is by multi member Conciliators –Rs 30,000/- (one time)- to be paid to the IEC

Place  
Date

Signature of the Bidder  
(NAME & ADDRESS WITH SEAL)



# Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

## Tender Notice

4	Travel and transportation and stay at outstation i) Retired Senior Officials of other Public Sector Undertakings (pay scale wise equivalent to or more than E-8 level of BHEL)	As per entitlement of the equivalent officer (pay scale wise) in BHEL.
	Others	As per the extant entitlement of whole time Functional Directors in BHEL.
<b>Sl No</b>	<b>Particulars</b>	<b>Amount</b>
		Ordinarily, the IEC Member(s) would be entitled to travel by air Economy Class.
5	Venue for meeting	Unless otherwise agreed in the agreement, contract or the Memorandum of Understanding, as the case may be, the venue/seat of proceedings shall be the location of the concerned Unit / Division / Region / Business Group of BHEL. Without prejudice to the seat/venue of the Conciliation being at the location of concerned BHEL Unit / Division / Region / Business Group, the IEC after consulting the Parties may decide to hold the proceedings at any other place/venue to facilitate the proceedings. Unless, Parties agree to conduct Conciliation at BHEL premises, the venue is to be arranged by either Party alternately.

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# Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

## Tender Notice

24. The parties will bear their own costs including cost of presenting their cases/evidence/witness(es)/expert(s) on their behalf. The parties agree to rely upon documentary evidence in support of their claims and not to bring any oral evidence in IEC proceedings.
25. If any witness(es) or expert(s) is/are, with the consent of the parties, called upon to appear at the instance of the IEC in connection with the matter, then, the costs towards such witness(es)/expert(s) shall be determined by the IEC with the consent of the Parties and the cost so determined shall be borne equally by the Parties.
26. The other expenditures/costs in connection with the Conciliation proceedings as well as the IEC's fees and expenses shall be shared by the Parties equally.
27. Out of the lump sum fees of Rs 75,000/- for Sitting Fees, 50% shall be payable after the first meeting of the IEC and the remaining 50% of the Sitting Fees shall be payable only after termination of the conciliation proceedings in terms of para 22 hereinabove.
28. The travelling, transportation and stay at outstation shall be arranged by concerned Unit as per entitlements as per Serial No. 3 of the Table at para 23 above, and in case such arrangements are not made by the BHEL Unit, the same shall be reimbursed to the IEC on actuals limited to their entitlement as per Serial No. 4 of the Table at Para 23 above against supporting documents. The IEC Member(s) shall submit necessary invoice for claiming the fees/reimbursements.
29. The Parties shall keep confidential all matters relating to the conciliation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of its implementation and enforcement or as required by or under a law or as per directions of a Court/Governmental authority/ regulatory body, as the case may be.
30. The Parties shall not rely upon or introduce as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the Disputes that is the subject of the Conciliation proceedings:
  - a. Views expressed or suggestions made by the other party in respect of a possible settlement of the Disputes;
  - b. admissions made by the other party in the course of the Conciliator proceedings;
  - c. proposals made by the Conciliator;
  - d. The fact that the other Party had indicated his willingness to accept a proposal for settlement made by the Conciliator.
31. The Parties shall not present the Conciliator(s) as witness in any Alternative Dispute Resolution or Judicial proceedings in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.

Place  
Date

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# Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

## Tender Notice

32. None of the Conciliators shall act as an arbitrator or as a representative or counsel of a Party in any arbitral or judicial proceeding in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.
33. The Parties shall not initiate, during the Conciliation proceedings, any arbitral or judicial proceedings in respect of a Disputes that is the subject matter of the Conciliation proceedings except that a Party may initiate arbitral or judicial proceedings where, in his opinion, such proceedings are necessary for preserving his rights including for preventing expiry of period of limitation. Unless terminated as per the provisions of this Scheme, the Conciliation proceedings shall continue notwithstanding the commencement of the arbitral or judicial proceedings and the arbitral or judicial proceedings shall be primarily for the purpose of preserving rights including preventing expiry of period of limitation.
34. The official language of Conciliation proceedings under this Scheme shall be English unless the Parties agree to some other language.

Place  
Date

Signature of the Bidder  
(NAME & ADDRESS WITH SEAL)



**Bharat Heavy Electricals Limited**  
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Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

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**Appendix I**

FORMAT FOR SEEKING CONSENT FOR REFERRING THE DISPUTES TO CONCILIATION THROUGH IEC

To,

M/s. (Stakeholder's name)

**Sub: Resolution of the Disputes through conciliation by Independent Expert Committee (IEC).**

Ref: Contract No/MoU/Agreement/LOI/LOA& date \_\_\_\_\_.

Sir,

With reference to above referred Contract/MoU/Agreement/LOI/LOA, you have raised certain Disputes/claims. Vide your letter dated\_\_\_\_ you have requested BHEL to refer the Disputes/claims to IEC for Conciliation.

We are enclosing herewith Format (3) for giving consent and the terms and conditions of BHEL Conciliation Scheme, 2018 governing conciliation through IEC. You are requested to give your unconditional consent to the said terms and conditions of the Scheme by returning the same duly sealed and signed on each page. On receipt of your consent, matter will be put to the Competent Authority for consideration and decision.

Please note that BHEL has also certain claims against you (if applicable). BHEL reserves its right to agree or not to agree conciliation of the said disputes through BHEL and this letter is being issued without prejudice to BHEL's rights and contentions available under the contract and law.

Yours faithfully,

**Representative of BHEL**

Place  
Date

Signature of the Bidder  
(NAME & ADDRESS WITH SEAL)



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Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

## Tender Notice

### Appendix II

**FORMAT FOR GIVING CONSENT BY  
CONTRACTOR/VENDOR/CUSTOMER/COLLABORATOR/CONSORTIUM PARTNERS FOR REFERRING THE DISPUTES TO CONCILIATION THROUGH IEC**

To,  
BHEL  
.....

**Sub: Resolution of Disputes through Conciliation by Independent Expert Committee (IEC).**

Ref: Contract/MoU/Agreement/LOI/LOA No \_\_\_\_\_ & date \_\_\_\_\_

With reference to above referred contract, our following bills/invoices/claims submitted to BHEL are still unpaid giving rise to Disputes:

SL. no.	Claim Description	Bill submitted to BHE (no. and date)	Amount of the bill/claim	Amount received from BHEL	Outstanding Amount

Accordingly, we request you to kindly refer the Disputes in respect of above claims to IEC for Conciliation.

We hereby agree and give our unconditional consent to the terms and conditions of BHEL Conciliation Scheme, 2018 governing conciliation through IEC. We have signed the same on each page and enclosed it for your consideration.

Yours faithfully,

**(Signature with stamp)**

**Authorized Representative of Contractor  
Name, with designation Date**

Place  
Date

Signature of the Bidder  
(NAME & ADDRESS WITH SEAL)



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Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

## Tender Notice

### Appendix III

#### STATEMENT OF CLAIMS/COUNTER CLAIMS TO BE SUBMITTED TO THE IEC BY BOTH THE PARTIES

1. Chronology of the Disputes
2. Brief of the Contract/MoU/Agreement/LOI/LOA
3. Brief history of the Disputes:
4. Issues:
5. Details of Claim(s)/Counter Claim(s):

Sl. No.	Description of claim(s)/Counter Claim	Amount (in INR)Or currency applicable in the contract	Relevant contract clause

6. Basis/Ground of claim(s)/counter claim(s) (along with relevant clause of contract)

**Note**– The Statement of Claims/Counter Claims may ideally be restricted to maximum limit of 20 pages. Relevant documents may be compiled and submitted along with the statement of Claims/Counter Claims. The statement of Claims/Counter Claims is to be submitted to all IEC members and to the other party by post as well as by email.

Place  
Date

Signature of the Bidder  
(NAME & ADDRESS WITH SEAL)