

Bid Document

Bid Details	
Bid End Date/Time	25-06-2022 17:00:00
Bid Opening Date/Time	25-06-2022 17:30:00
Bid Offer Validity (From End Date)	80 (Days)
Ministry/State Name	Ministry Of Heavy Industries And Public Enterprises
Department Name	Department Of Heavy Industry
Organisation Name	Bharat Heavy Electricals Limited (bhel)
Office Name	Boiler Auxiliaries Plant Ranipet
Item Category	Custom Bid for Services - Speedy Movement of materials from BHEL Ranipet to any place in Southern States of India Southern States Tamil Nadu Pondicherry Andhra Pradesh Telangana Kerala Karnataka and vice versa , Custom Bid for Services - Speedy Movement of materials from BHEL Ranipet to any place in India except stations in Southern States Tamil Nadu Pondicherry Andhra Pradesh Telangana Kerala Karnataka and vice versa
Contract Period	1 Year(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)	13 Lakh (s)
Past Experience of Similar Services required	Yes
MSE Exemption for Years Of Experience and Turnover	Yes
Startup Exemption for Years Of Experience and Turnover	Yes
Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled	Yes
RA Qualification Rule	50% Lowest Priced Technically Qualified Bidders
Time allowed for Technical Clarifications during technical evaluation	2 Days
Payment Timelines	Payments shall be made to the Seller within 45 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
Evaluation Method	Total value wise evaluation

EMD Detail

Required	No
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ePBG Detail

Required	No
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Splitting

Bid splitting not applied.

MSE Purchase Preference

MSE Purchase Preference	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria". If the bidder is OEM of the offered products, it would also be exempted from the "OEM Average Turnover" criteria. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria". If the bidder is OEM of the offered products, it would also be exempted from the "OEM Average Turnover" criteria. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.
5. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
6. Past Experience of Similar Services: The Bidder must have successfully executed / completed at least one single order of 80 % of the Estimated Bid Value or 2 orders each of 50 % of the Estimated Bid Value or 3 orders each of 40 % of the Estimated Bid Value for similar service(s) in last three years to any Central / State Govt Organization / PSU / Public Listed Company. Copies of contracts / work orders and documentary evidence of successful execution / completion in support of Past Experience of Similar Services along with names, address and contact details of clients shall be uploaded with the bid for verification by the Buyer.
7. Reverse Auction would be conducted amongst first 50% of the technically qualified bidders arranged in the order of prices from lowest to highest. Number of sellers eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified,

then RA will be conducted amongst L-1 to L-4). In case number of technically qualified bidders are 2 or 3, RA will be between all without any elimination. If Buyer has chosen to split the bid amongst N sellers, then minimum N sellers would be taken to RA round. In case Primary products of only one OEM are left in contention for participation in RA based on lowest 50% bidders qualifying for RA, the number of sellers qualifying for RA would be increased to get at least products of one more OEM (directly participated or through its reseller) if available. Further, if bid(s) of any seller(s) eligible for MSE preference is / are coming within price band of 15% of Non MSE L-1 or if bid of any seller(s) eligible for Make in India preference is / are coming within price band of 20% of non MII L-1, then such MSE / Make in India seller shall also be allowed to participate in the RA process.

Additional Qualification/Data Required

Scope of Work:[1655283286.pdf](#)

Service Level Agreement (SLA):[1655283291.pdf](#)

Payment Terms:[1655283301.pdf](#)

GEM Availability Report (GAR):[1655182993.pdf](#)

Custom Bid For Services - Speedy Movement Of Materials From BHEL Ranipet To Any Place In Southern States Of India Southern States Tamil Nadu Pondicherry Andhra Pradesh Telangana Kerala Karnataka And Vice Versa (1)

Technical Specifications

Specification	Values
Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Speedy Movement of materials from BHEL Ranipet to any place in Southern States of India Southern States Tamil Nadu Pondicherry Andhra Pradesh Telangana Kerala Karnataka and vice versa
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
Addon(s)	

Additional Specification Documents

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity of Procurement (to be chosen 1 in all circumstance s)	Additional Requirement
1	Ravi Kumar	632406,INDIRA GANDHI INDUSTRIAL COMPLEX BOILER AUXILIARIES PLANT RANIPET	1	N/A

Custom Bid For Services - Speedy Movement Of Materials From BHEL Ranipet To Any Place In India Except Stations In Southern States Tamil Nadu Pondicherry Andhra Pradesh Telangana Kerala Karnataka And Vice Versa (1)

Technical Specifications

Specification	Values
Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Speedy Movement of materials from BHEL Ranipet to any place in India except stations in Southern States Tamil Nadu Pondicherry Andhra Pradesh Telangana Kerala Karnataka and vice versa
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
Addon(s)	

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1	Ravi Kumar	632406,INDIRA GANDHI INDUSTRIAL COMPLEX BOILER AUXILIARIES PLANT RANIPET	1	N/A

Buyer Added Bid Specific Terms and Conditions

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity/restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and/or terms and

conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents/clauses shall also be null and void. If any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as null and void.

This Bid is governed by the [General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---Thank You---



Bharat Heavy Electricals Limited
(A Government of India Undertaking)
Boiler Auxiliaries Plant
Ranipet - 632 406

Phone No 04172 – 283043
04172 – 284698

E-mail arunkumarc@bhel.in
mpcsekhar@bhel.in

WORKS CONTRACT MANAGEMENT DEPARTMENT	
NOTICE INVITING e-TENDER	
Tender Notice No	975522008E, DT: 15.06.2022
Nature of work	Speedy movement of materials from BHEL, Ranipet to any place in India 1. Schedule 1 for Ranipet to Southern States and Vice Versa 2. Schedule 2 for Ranipet to Other then Southern States and Vice Versa
Type of tender	Open tender (Two part bid).
Period of contract	One year from the date of commencement of work.
Earnest Money Deposit (EMD) Amount	Nil
Tender download start date	15.06.2022
Last date & Time for Receipt of the Tender	25.06.2022
Date of Technical bid Opening	25.06.2022
<i>(Please obtain updated information from the GEM website about the latest applicable dates & other changes if any in the tender contents)</i>	
Date of Price Bid Opening	Bidders who Tech-commercially qualify will be intimated separately about the status of their offers and the date of opening of Price Bid.
Submission of Tender	Online submission through GEM portal
Tender Opening	GEM PORTAL
Note: a) The Tender documents can be down loaded from GeM portal. b) Bidders have to submit their offers through GeM portal only. c) All corrigenda, addenda, amendments, clarifications etc. to tender specification will be hosted in GeM portal only. d) Bidders shall keep themselves updated with all such developments. e) BHEL will finalize the contract through Reverse Auction. f) The L1 bidder for each schedule will be decided based on the lowest quoted rate in respective Schedules 1 & 2. g) BHEL, Ranipet reserves the right to reject any offer on the basis of unsatisfactory performance of the bidder in any ongoing job or any similar job in the past.	

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

2) Tenderer should sign and affix seal in declaration at page No. 30

Yours faithfully,

**for and on behalf of BHEL,
Sr. Engineer /WCM**

PRE-QUALIFICATION REQUIREMENTS

An essential qualification requirement of the bidders for tender submission shall be as under:

1. An average annual financial turnover of the contractor during the last 3 years ending on 31st Mar 2021 should be at least Rs.13.00 Lakhs and the bidder should submit audited balance sheet and Profit & Loss Account for the last three years (2018-19, 2019-20 & 2020-21), duly certified by chartered accountant/auditor.
2. The contractors should have experience of successfully completed "Transportation of Materials through speed cargo (courier)" during the last 7 years ending on 31.05.2022 should be either of the following three categories:
 - a. Three similar completed works each costing not less than the amount equal to Rs.17.9 Lakhs.
 - (or)
 - b. Two similar completed works each costing not less than the amount equal to Rs.22.4 Lakhs.
 - (or)
 - c. One similar completed works costing not less than the amount equal to Rs.35.8 Lakhs.

Bidder has to submit work order and corresponding completion certificate for the contract executed. The work executed in the own name of the bidder only will be considered for similar works executed for meeting the eligibility criteria.

3. MSE (Micro / Small) bidders are exempted from prior experience and prior turnover subject to meeting of quality and technical specifications.

Documents Required: Udyam registration certificate.

4. All start-ups recognized by Department for Promotion of Industry & Internal trade are exempted from prior experience and prior turnover subject to meeting of quality and technical specifications.

Documents Required: Certificate from Department for Promotion of Industry & Internal trade.

Note:

1. **Those who are unable to comply the above points / unable to provide any of the above documents shall be technically rejected and the price bid of the rejected offers will not be opened.**
2. Vendor may visit the Plant before submitting the offer to get to know the location for deploying adequate and suitable personnel for the works & also the equipment.
3. BHEL, Ranipet reserves its right to reject the tender on account of unsatisfactory past performance by the bidder in other contracts awarded under different enquiry.
4. The work executed in the own name of the bidder only will be considered for similar works executed for meeting the eligibility criteria.
5. Offers of the Contractors/Suppliers, against whom, any unit of BHEL had initiated process for banning or already banned will summarily be rejected.
6. Possession of PF registration number is not mandatory. However, the successful tenderer has to register with PF authorities and furnish the registration number before first Running Account Bill.

Details to be filled by tenderers

Sl. No	Description	To be filled by bidder
1	Name of the Tenderer	
2	Address for Communication	
3	Email Cell Phone Fax	
4	Whether the firm is individual firm or Sole proprietorship firm or partnership firm or Hindu undivided Family or association of persons or Private Limited company or Public Limited company or any other please specify.	
5	Has the Firm/ Proprietor or partners or directors been convicted of any criminal offence by any competent court. If so furnish particulars.	
6	Whether the contractor has registered his workmen under employees State Insurance Act. If so, the Registration No./ Enrolment Number may be furnished. (Photo copy is to be enclosed)	
7	PAN no and documentary proof (Photo copy has to be enclosed)	
8	The GST heads under which the enlisting person registered with GST Authorities and copy of GST registration certificate has to be enclosed.	
9	Whether the contractor has registered his workmen under Employees Provident Fund and Miscellaneous Provisions Act. (Photo copy is to be enclosed)	
11	Applicable GST quoted Note: Please refer clause no.48 (page no. 33) of Special condition of contract, regarding GST.	Central tax@ _____% State tax @ _____% Integrated tax@ _____% Union territory tax@ _____%
12	EMD Details	
13	MSE Details along with UDYAM Certificate	

SCOPE OF WORK

Collection, Transportation and Safe delivery of consignments (except coal, oil, sand and cement) from various Units of BHEL& their sub-contractor Works, sites or other places through Road, by engaging Fast Cargo vehicle on All India Basis for BHEL Ranipet unit.

Instructions to Bidders

1. "BHEL shall have the right to recover any money due from the contractor from any money due to the contractor under this contract or any other contract or from the security deposit".
2. **Bidders have to submit their offers through GeM portal only.**
3. **The offer should be submitted along with the duly filled checklist, declaration and other inputs required in NIT.**
4. Should a tenderer or a contractor has a relative or in the case of a firm or company of contractors, any of its shareholders or shareholder's relative, employed in Bharat Heavy Electricals Limited, the authority inviting tenders shall be informed of this fact at the time of submission of the offer, failing which the offer may be disqualified or if such fact subsequently come to light, the contract may be cancelled.
5. BHEL employees and their dependents are NOT eligible to submit their offer against this contract. Even if they submit out of ignorance, the offer shall be disqualified.
6. If the contractor deliberately, gives wrong information in his tender or creates conditions favorable for the acceptance of his tender, Bharat heavy Electricals Limited reserves the right to reject such tender at any stage.
7. Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.
8. 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.
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. The evaluation currency for this tender shall be INR.
12. Multiple Bids: -

The bidder in his own interest shall submit only one id. If a bidder submits multiple bids, all the bids are liable for rejection. Bids shall be considered "Multiple" in the following circumstances:

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

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

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

13. Offers of the Contractors/Suppliers, against whom, any unit of BHEL had initiated process for "Suspension of Business Dealings" or already done will summarily be rejected.
14. 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".
15. **Suspension of Business dealings with Suppliers:**
Any supplier against whom action has been initiated under "suspension of business dealings with suppliers" are not qualified to participate in this tender. Before submitting offer, prospective bidders are advised to visit our web-site www.bhel.com / supplier registration to familiarize themselves with BHEL's policy and procedures of Suspension of Business Dealings with Suppliers. Submission of offer shall be deemed to be evidence of the Bidder to have read and understood the above said policy.
16. **Treatment of Banned / Under-performing Vendors:**
Any supplier who has been put on "Hold" or "Banned" from having business dealings with BHEL, Ranipet or any other unit of BHEL shall not submit their offer against this tender. If any such offers are received they would be summarily rejected and sent back. During the processing of tender, if any unit of BHEL puts a supplier on "Ban" then further processing of the offer will not be taken up and in case an order is placed, BHEL, Ranipet may resort at their discretion to cancel the PO either fully or partially.
17. In quoting the rates, the tenderers are advised to take into account of all the factors including any fluctuations in the market rates etc. No claim shall be entertained on this account after acceptance of the tender or during the currency of the contract.
18. **QUOTING:** The tenderer has to quote the rate in BHEL price bid format only. Bidder can quote for any one or both the rate schedules as per BOQ.
No claim for extra payment shall be admitted. GST will be paid extra as applicable on production of relevant documents along with the bills.
19. The rates quoted in the tender shall remain valid for a period of three months from the date of technical bid opening for acceptance by BHEL. No unsolicited revision in the tender offer shall be entertained after opening of tenders and till expiry of the validity period.
20. Any deviation to this tender terms & conditions and schedules of this tender will lead to total rejection of the offer submitted.
21. **If a tenderer withdraws his offer after submission or after acceptance, fails to the earnest money deposited by him will be forfeited and acceptance of his tender will be withdrawn.**
22. The Tenders shall closely pursue all the clauses and specifications indicated in the tender documents before quoting. Should the bidder have any doubt the meanings of any portion of the tender specification or find discrepancies or omission in the tender documents issued are in complete or shall require clarification on any of the technical aspect, scope of work etc., he shall at once contact the authority inviting the tender for clarification before the submission of the tender.
23. Before tendering, the bidders may visit the plant for being acquainted with the actual working and other prevalent conditions & type of material. No claim will be entertained later, on the ground of lack of knowledge.
24. In the event of expiry or in capacitance of a tenderer after submission of the tender, BHEL may at their discretion cancel their offer/quotation.

25. The tenderers can visit BHEL on working days during office working hours for any clarifications before submitting their offer.
26. EMD is not applicable for this tender.
27. **Reverse Auction:**
BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.”
28. Bidders may participate more than one schedule.
29. **L1 tenderer will be decided based on overall L1 tender value (Southern states and other than southern states separately) for all the schedules together. The contract may be awarded southern states/other than southern states/All over India at the sole discretion of BHEL separately.**
30. BHEL reserves the right to reject any tender on the basis of unsatisfactory performance of the bidder in any ongoing job or any similar job in the past.
31. The following points shall be taken note while quoting the rates:
 - a) The rate quoted shall be firm throughout the period of contract and extended contract period also. No cost escalation is allowed on any account.
 - b) Contractor should not claim for any variation in quantity.
 - c) At the end of completion, the contract may be extended on mutual agreement.
32. Possession of PF registration number is not mandatory. However, the successful tenderer has to register with PF authorities and furnish the registration number before first Running Account Bill.
33. Incomplete offers shall become liable for rejection.
34. EMD by the tenderer will be forfeited if
 - (i) After opening the tender, the tenderer revokes his tender within the validity period or increases his earlier quoted rates,
 - (ii) The tenderer does not commence the work within the period as per LOI/Contract. In case the LOI/ Contract is silent in this regard then within 15 days after award of contract.
35. All entries in the tender documents should be in one ink. Erasures and over-writings are not permitted. All correspondences and insertions should be duly signed by the tenderers concerned. Tenderer has to put sign and seal at the bottom right side in all the pages of tender documents and also in all supporting documents.
36. The tenderer should fill and sign the “checklist of this Tender document” which forms part of the technical bid.
37. Conditional tenders, tender containing absurd rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in acceptance with the tender conditions laid down by the Accepting Officer, are liable for rejection.
38. If a tenderer expires after submission of his offer, the Bharat Heavy Electricals Ltd, may be at their discretion to reject such offer.
39. BHEL reserves the right to negotiate with L1 bidder.
40. Tenderers shall not increase their quoted rates in case BHEL negotiate for reduction of rates, such negotiations shall not amount to cancellation or withdrawn of the original

- offer and the rates originally quoted shall be binding on the tenderers for a period of three months from the date of opening of tenders.
41. The tenderer should be present if called for negotiation. In case, the tenderer's authorized person is attending the negotiation such person should have the authorization letter and he should be capable of taking spot decisions.
 42. MSE CLAUSE: - MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of UDYAM Certificate. Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening.
 43. Discrepancy in "words "& "Figures ":
 - a) If, in the price structure quoted for the required goods/services/works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
 - b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
 - d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
 44. The tenderers are requested to bear in mind the entire operations involved, and the conditions during currency of the contract, and request for rate revision of any kind will not be entertained.
 45. BHEL will not be bound by any Power of Attorney granted by the tenderer or on their behalf or changes in the composition of the firm made subsequent to the execution of the contract. They may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.
 46. The general and special conditions of contract are complementary to each other and where there is a conflict, the special conditions shall prevail. In regard to matters not covered by the General or Special Conditions of Contract, those contained in the specifications approved by BHEL shall apply.
 47. The "GENERAL CONDITIONS AND INSTRUCTIONS TO TENDERERS AND SPECIAL CONDITIONS TO THE TENDERER" shall be deemed to form an integral part of contract for the work to be entered into.
 48. Clause in case of Tie: "In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders. In case more than one bidder happens to occupy L-1 status even after soliciting discounts, L-1 bidder shall be decided by a toss / draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s) - If available, otherwise the same procedures will be carried out to arrive for L1 ranking) Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding."

49. If a ring formation is suspected, BHEL may reject all offers or retender or call new sources who have not been contacted or responded against this tender.
50. BHEL reserves the right to accept or reject the lowest or any other tender or accept or reject any part of such tender without assigning any reasons therefor.
51. All the information as called for in the various clauses and annexure of tender specification should be furnished. The details so furnished should be complete in all respects and as per the formats prescribed in the Tender specification (Statutory requirement of Contract). The bidder may have to produce original documents for verification, if so decided by BHEL.
52. Offers received with any deviation or without relevant information are liable to be rejected.
53. Price bids received in any form other than prescribed in PRICE BID are liable to be rejected.
54. The price quoted for this tender must be inclusive of all taxes and duties and inclusive of GST.
55. **The L1 will be decided based on the lowest quoted rate in each Schedule.**
56. AGREEMENT: The tenderer after award of work by BHEL through letter of Award, shall execute an agreement in the form and the manner as specified by BHEL on non-judicial stamp paper of value not less than Rs.100.00. The cost of stamp paper will be borne by contractor.
57. STAMPING THE AGREEMENT: The expenses of completing and stamping the agreement are borne by the contractor.
58. For any tender related clarifications contact 04172283043/04172284698. Email Id: arunkumarc@bhel.in , mpcsekhar@bhel.in
59. **For scope of work /BOQ related queries contact 04172284589. Email Id: ravikr@bhel.in**
60. **WCM is arranging this contract as a nodal agency. Execution of work, Bill Certification, Bill passing, Payment, Penalty, Contract closing etc., is the responsibility of end user.**

GENERAL CONDITIONS OF CONTRACT (APPLICABLE FOR ALL CONTRACTORS)**1. DEFINITION: -**

In these General Conditions of Contract, the following terms shall have the meaning hereby assigned to them, except where the context otherwise requires: -

- a) The "Contract" means, the documents forming the tender and acceptance thereof, together with all the documents referred to therein including general and special conditions to contract. All these documents as applicable taken together shall be deemed to form one contract and shall be complementary to one another.
- b) The "Work" means, the work described in the tender documents in individual work-orders as may be issued from time to time to the contractor by the officer-in charge with in 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 form or company and the permitted assigns of such individual or firm or company.
- d) "The officer-in charge" means, the office deputed by the SDGM/WCM to supervise the work or part of the work.
- e) "Approved" and "Directed" means, the approval or direction of SDGM/WCM, or person deputed by him for the particular purposes.
- f) "BHARAT HEAVY ELECTRICAL LIMITED" (herein after referred to as BHEL) shall mean the Board of Directors, Chairman, Executive Director, General Manager or other administrative office of the sad company including SDGM/WCM 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 sun calculated in accordance with the prices accepted in tender and / or the contract rates as payable to the contractor for the execution of 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 ay 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 regulation.

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 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 work. No extra charges consequent on any misunderstanding in these respects or otherwise will be allowed.

4. **DEVIATIONS:** -

The contractor shall not carry out any work not covered by schedule except in the pursuance of the written instructions of SDGM/WCM. No such work shall be valid unless the same has been specifically confirmed and accepted by the BHEL in writing and incorporated in the contract.

5. **OCTROI AND OTHER DUTIES:** -

All charges on account of Octroi terminal or sales tax or other duties on materials obtained for the work shall be borne by the contractor.

6. **PLANT AND EQUIPMENT:** -

The contractor shall at his own expense, supply all tools, plant and equipment (herein after referred to as T&P) required for the execution of the contract.

7. **ASSIGNMENT OF TRANSFER OF CONTRACT:** -

The contractor shall not without the prior written approval of the BHEL, assign or transfer the contract or any part thereof, or any share, or interest thereon to any other persons. No sum of money which may become payable under the contract shall be payable to any person, other than the contractor unless the prior written approval of the BHEL to the assignment or transfer of such money is given.

8. **SUB-CONTRACT:** -

The contractor shall not sub-let any portion of the contract without the prior written approval of the BHEL.

9. **COMPLIANCE TO REGULATIONS AND BYE-LAWS:** -

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

10. **SECURITY DEPOSIT:** -

SECURITY DEPOSIT shall be collected from the successful tenderer. The total amount of security deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.

Mode of Deposit:

- a) Cash (as permissible under the extant Income Tax Act).
- b) Local Cheque of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.
- c) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- d) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).
- e) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).

(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith).

At least 50% of the required Security Deposit, including the EMD, should be collected before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.

If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.

The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of the authority competent to award the work.

EMD of the successful tenderer will be converted and adjusted against security deposit.

EMD and security deposit shall not carry any interest.

11. Security deposit shall be refunded only after successful completion of the contract to BHEL's satisfaction and presents an absolute "No Demand Certificate" in the prescribed form and returns properties belonging to BHEL handed over, lent or hired by him for carrying out the said works, Security Deposit will be released to the Contractor after deducting all cost of expenses or other amounts that are to be paid to BHEL under this or other contracts entered into with the Contractor. It may be noted that in no case the Security Deposit shall be refunded/released prior to passing of final bill.
12. 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.
13. All compensation or other sums of money payable by the Contractor to BHEL under the terms of this contract or under any other contract with BHEL may be deducted from the Security Deposit or realized by the sale of the securities or from the interest arising therefrom or from any sums which may be due or may become due to the contractor by BHEL and in the event of this Security Deposit being deducted by reason of such deductions or sale, as aforesaid, the Contractor shall within 7 days thereafter, make good in cash or in securities endorsed as aforesaid, any sum by which the Security Deposit has been reduced.
14. **ORDERS UNDER THE CONTRACT:** -
All orders, notices etc. to be given under the contract shall be in writing, type-script or printed and if sent by registered post to the address given in the tender of the contract, shall be deemed to have been served on the date, when in the ordinary course they would have been delivered to him.
15. **CONTRACTOR'S SUPERVISION:** -
The contractor shall either himself supervise the execution of the contract or shall appoint a complement agent acceptable to the SDGM/WCM to act in his stead. Orders given to the contractor's agent shall be considered to have the same force as if they have been given to the contractor himself. The contractor or his accredited agent shall attend when required

without making any claim for doing so, either the office of the SDGM/WCM or the OFFICE-IN CHARGE, to received instructions.

16. The SDGM/WCM shall have full powers and without assigning any reason, required 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.

17. **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 Compensation Act 1923 or any other Act or enactment, relating thereto and rules framed, thereunder from time to time.

18. **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 purposes.

19. **DAMAGE & LOSS TO PRIVATE PROPOERTY & INJURY TO WORKMEN:** -

The contractor shall at his own expenses reinstate and make good to the satisfaction of the SDGM/WCM and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify, the BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL where BHEL is a private person, in respect of any such injury (including injury resulting I death) loss or damage to any person whomsoever or property including all claims which may arise under the workmen's compensation act or otherwise.

20. **LAWS GOVERNING THE CONTRACT:** -

The contract shall be governed by the India laws for time being in force.

21. **CANCELLAITON 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 if the following cases and the contractor shall be liable to make payment to BHEL for any loss or damage resulting from any such cancellation to the same extend as provided in the case of cancellation for default.

If the contractor shall: -

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

(OR)

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

(OR)

- c) obtain a contract with BHEL as a result of ring tendering or by non-bonfire methods of competitive tendering, without first disclosing the fact in writing to BHEL.

22. RISK PURCHASE CLAUSE AS PER BHEL SOP DT. 10.10.2017: -

If the contractor fails to carry out the specified works as per the contract scope of work within the timeframe as directed by SDGM/WCM or his authorized officials and continues in that state after a reasonable notice from SDGM/WCM or his authorized officials, BHEL reserves the right to have the work done by any means at the Contractor's risk and expenses provided always that in the event of the cost of the work so done (as certified by authorized officials of Shipping/ Stores/ M&S which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by SDGM/WCM or the same shall be recovered from the Contractor by other means.

23. CANCELLATION OF CONTRACT FOR INSOLVENCY ASSIGNMENT OF TRANSFER OR SUBLETTING OF CONTRACT: -

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

If the contractor,

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

(OR)

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

(OR)

- c) Assigns, Transfers, Sub-lets or attempts to assign, transfer or sub-let any portion of the work without the prior written approval of the BHEL.
- d) Whenever BHEL exercise the authority to cancel the contract under this conditions, BHEL may have the work done by any means at the Contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by concerned executive of OP&C department 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 SDGM/WCM or the same shall be recovered from the Contractor by other means.

- e) In case BHEL carries-out the work under the provisions of this condition the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plants and/or labour provided by the BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the SDGM/WCM whose decision shall be final and conclusive.

24. CANCELLATION OF CONTRACT IN PART OF FULL FOR CONTRACTOR'S DEFAULT: -

If the contractor,

- a) makes default in carrying out the work as directed and continues in that state after a reasonable notice from SDGM/WCM or his authorized representative.
- b) fails to comply with any of the Terms and Conditions of the contract or after reasonable notice in writing with orders properly issued thereunder.
- 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 concerned executive of OP&C department 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 SDGM/WCM or the same shall be recovered from the Contractor by other means. In case the BHEL carries out the work or any part thereof under the provisions of the conditions the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or labour provided by the BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the SDGM/WCM whose decision shall be final and conclusive.

25. TERMINATION OF CONTRACT ON THE 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.

26. 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 of WCM shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the fore-closing of the work.

“If any employee/labourer working in the contract is found involved in corruption activities, the contract will be terminated and the contractor will be banned for applying for any future contract for 3 years.”

27. RECOVERY FROM CONTRACTOR: -

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

28. POST TECHNICAL AUDIT OF WORK AND BILLS: -

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

29. 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.

30. 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 HOD of WCM subject to prompt notification by the contractor. However, Force Majeure shall not include the following circumstances:

- a) mechanical breakdown of equipment's of the Contractor of whatsoever kind not resulting itself from an event of Force Majeure;
- b) Financial distress of Contractor or its subcontractor, lack of funds or the inability of the Contractor to make payments in the manner specified herein;
- c) inclement weather;
- d) any event or circumstance that makes performance by the Contractor merely uneconomic or commercially impracticable including without limitation due to recession, depression, inflation, deflation, tax rate or law changes, exchange rate fluctuations, or changes in prices;

- e) any act or omission or default on the part of a subcontractor or a vendor that is not itself attributable to an event of Force Majeure (as defined herein); and
- f) the imposition of sanctions by any governmental authority due primarily to the failure of the Contractor to comply with any Applicable Laws.

31. ARBITRATION: -

All disputes between the parties to the contract, arising out of or relating to the contract, other than those for which the decision of the HOD of WCM or Accepting Officer or any other person is by the contract expressed to be final and conclusive. All disputes between the parties to the Contract, arising out of or relation to the Contract shall after written notice by either party to the Contract to the other party be referred and resolved by an Arbitrator nominated by the Unit Head of BHEL, Ranipet.

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

32. ARBITRATION AND JURISDICTION:

- a. The jurisdiction for any arbitration/settlement of contractual/ legal issues between contractee and contractor, shall only be at the court of Ranipet. Any dispute between BHEL and the Contractor arising out of or in connection with this Contract, other than those for which BHEL decision is final, shall be referred to arbitration by a sole arbitrator to be appointed by BHEL, BAP Ranipet.
- b. The place of Arbitration shall be Ranipet, Tamil Nadu. The arbitrator may hold meetings for convenience at such places as per his discretion.
- c. The award of the Arbitrator shall be final, conclusive and binding on both parties to the contract
- d. Subject to the above, the courts at Ranipet alone have the jurisdiction to decide any dispute arising out of or in respect of the Contract."

33. 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.

34. SETOFF CLAUSE: -

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

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

36. "Where the Contractor (whether a proprietorship, partnership, company, Hindus Undivided Family or otherwise) commits a default or breaches the Contract and the proprietor/ partner/director/ member of such entity is also a proprietor/ partner/ director/ member of another entity that is registered with BHEL (in Ranipet or any other unit of BHEL), BHEL shall have the right to recover losses due to the default or breach, whether direct, indirect or consequential, either from the defaulting/ breaching entity or the other said entity or both. Such right shall also include the right to encash any security (in any form such as but not limited to bank guarantee, demand draft, FD, etc.) furnished by either or both entities. Without limiting the applicability of the foregoing, it shall not be a defense to the other said entity for enforcement of such a right that:

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

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

37. The Successful Tenderer shall agree to the following conditions:

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

i) breach of law by the Contractor, or any of its sub-contractor, or any of their respective employees.

ii) negligence or willful default by the Contractor, or any of its sub-contractor, or any of their respective employees.

iii) failure by Contractor to proceed with Project in accordance with the determinations, instructions and clarifications of Company pending disagreement, dispute, protest, request for arbitration/ court proceedings.

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

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

38. All statutory requirements under Minimum Wages Act, 1948, Factories Act 1948, Workmen Compensation Act 1923, Employees Provident Fund and Miscellaneous Provisions Act, 1952, Payment of Gratuity Act 1972, Employee State Insurance Act 1948, Contract Labour (R&A) Act 1970, Payment of Bonus Act 1965, Income Tax Act, Service Tax Act and all other applicable Acts shall be complied with by the Contractor.

39. 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.

40. 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.

41. Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and provides a copy of the same to BHEL.

42. Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.

43. No interest shall be payable by BHEL on Earnest Money/ Security Deposit/ or any money due to the Contractor by BHEL.

44. Time is the essence of contract and hence any delay in Execution of contract will attract penal action by BHEL by deduction of such amounts as may be fixed by BHEL as compensation for the delay of work. This is without prejudice to conditions of contract mentioned elsewhere regarding deduction for taking alternative action / cancellation of contract.
45. BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life/permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below.
- a) Victim: Any person who suffers permanent disablement or dies in an accident as defined below.
 - b) Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/operation and works incidental thereto at BHEL factories/offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works/ during working at BHEL units/officers/townships and premises/ project sites.
 - c) Compensation in respect of each of the victims:
 - i) In the event of death or permanent disability resulting from Loss of both limbs: Rs.10,00,000/- (Rupees Ten lakhs only)
 - ii) In the event of other permanent disability: Rs.7,00,000/- (Rupees Seven lakhs only)
 - d) Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to section 2 (I) of the Employee's Compensation Act, 1923.
46. For every month, the contractor shall prepare & submit bill in the succeeding month within one week from the date of certification of quantity by user dept.
47. Any billing related query, clarification, document requirement, etc. shall be resolved in one go by the Contractor within one week from the date of intimation.
48. **SUBMISSION OF BILLS BY CONTRACTOR:** - The Contractor at the end of each month shall submit a bill in triplicate detailing the various items of work done during the month supported by the requisitions issued from time to time. The Contractor shall, once in every month, submit to the concerned executive of OP&C department separately details of his claims for the work done by him up to and including the previous month which are not covered by his contract agreement in any of the following respects:
- a. Deviation from the items provided in the contract documents.
 - b. Extra items / new items of work.
 - c. Items in-respect of which rates have not been settled. He should in addition furnish a clear certificate to the effect that the claims submitted by him as aforesaid cover all his claims and that no further claims shall be raised by him in respect of the work done up to and including the period under report.
49. **PAYMENT OF BILLS:** - All payments to be made to the Contractor, under this contract shall be by NEFT / RTGS payment within a reasonable time after the certification of bills by the authorized officials of BHEL.

50. SUSPENSION OF BUSINESS DEALINGS: -

The bidder along with its associate / collaborators / sub-vendors / consultants / service providers shall strictly adhere to “Guidelines for Suspension of Business Dealings with Suppliers/ Contractors” AA/MM/SB/01 Rev: 02 amdt. 02, Dt. 08.01.2020 displayed on BHEL website <http://www.bhel.com>

(http://www.bhel.com/vendor_registration/pdf/Suspension_guidelines_adbridged.pdf)

- 51. BHEL reserves the right to reduce the contract period (pre-close the contract), with 30 days’ notice period depends on the requirement / without assigning any reason. Security Deposit will be refunded, if the contract is pre-closed for non-requirement by BHEL.**
52. In case of breach of any or whole of the above terms and conditions by the contractor BHEL will have the liberty to cancel the registration and contract either in part or in full and entrust in part or in full of the work to any contractor and the contractor shall be liable to pay extra cost involved in the execution of cancelled part of the contract.

SPECIAL CONDITIONS OF CONTRACT

1. BILLS SUBMISSION PROCEDURE TO BE FOLLOWED BY THE CONTRACTOR FOR FREIGHT PAYMENT

All Outward booking of consignment to be made on "To be billed at Ranipet" basis only. Bookings on "Freight payable by Customer / Supplier / Site " basis for outward consignments may be done on specific request by BHEL Officials not below the rank of MANAGER of the User Department concerned.

2. Documents to be enclosed along with freight claim bill:

- a) Freight bill as per approved rates.
- b) Consignee copy of docket with original acknowledgement or proof of delivery copy with original acknowledgement to be produced.
- c) Freight bills should be submitted within a month time after delivery of consignments.

3. DELIVERY:

It is the responsibility of the Contractor to collect and deliver the consignment safely to the consignee within the committed delivery/transit time.

4. DOCUMENTATION:

- a) It is the responsibility of the Contractor to collect all the required dispatch documents such as Invoice, Sales Tax Forms, Bills, Excise Invoice, Packing List, Delivery challan, Road Permit etc., from the consignor at the time of booking the consignments.
- b) For the outward consignments, while collecting the materials from BHEL Complex to other Destination Points, the carrier should collect relevant Gate Pass, Packing Lists, Invoice etc. for taking out the material.
- c) While accepting the consignments for transportation, the Carriers should doubly ensure, that necessary documents for check post are collected, so that the consignments are not detained en route for want of documents.
- d) Any detention of consignment on this account will be the Carriers' responsibility.
- e) If a consignment is detained en route by the check-post authorities and penalty, such as advance tax, compound tax etc. is imposed, such penalty will have to be borne by the Carriers. It is also the responsibility of the carrier to get the consignment released from the check post and deliver it in time.
- f) The formalities of Excise duty gate Pass for the materials moved shall be adhered to strictly. The duplicate Transporter's copy of Excise Invoice etc., should be carefully brought and handed over to the consignee along with the materials. Any loss arising out of the failure to comply with the above shall be borne by the Carrier.
- g) The Road Permit collected from the consignor should be handed over to the Consignee without fail.

5. TRANSIT TIME & PENALTY FOR DELAYED DELIVERY:

- a) The actual transit Time (number of days) for transit shall be calculated at the rate of 300 KMs per Day.
- b) Actual Transit Time + 1 Day for Booking + 1 Day for Delivery shall be allowed for the transportation without penalty Charges.
Anything more than the above time will be counted as DELAY and attract the penalty charges of 1% per day on the TOTAL FREIGHT CHARGES of the consignment EXCLUDING TAXES.

- c) If the due delivery date happens to be a National Holiday, Public Holiday or Company Holiday, the delivery should be effected on the immediate NEXT Working Day.
- d) Non-placement penalty is Rs. 500 per demand
- e) No penalty for the reasons beyond the control of Transporters such as Floods, Strike, Accidents etc., which are to be substantiated with documentary proof.

6. INSURANCE, LOSS & DAMAGE

- a) At the time of booking the consignment, the Carrier should ensure that the insurance coverage is taken for the said consignment either by the Consignor or by the Consignee.
- b) Should there be any damage or loss of materials during transportation, the Contractor shall be responsible for the same.
- c) The Contractor will be solely responsible for any damages caused by the Contractor's vehicles /persons to the BHEL materials/properties and the persons working in the BHEL Complex.
- d) BHEL will not be responsible for any damages to the Contractor's Vehicles/Injury to their employees/Persons while booking/ delivering the Cargo in BHEL premises.
- e) The employees/persons of the Contractor who are given entry pass by BHEL, for this contract for their day-to-day activities, shall be covered by Life Insurance and ESI or any other scheme provided by the Transport Carrier with regard to the health and safety of the persons.

7. CLAIMS:

In case of claims the concerned delivery Branch shall issue Certificate of facts to enable the consignee to take up the matter suitably with the under-writers. In case of any discrepancy in this account, then the entire claim amount will be recovered from the Carrier.

Wherever ROAD PERMIT is issued to transport carriers, the carrier should get an acknowledgement from the consignee on the back of G.C itself that the "Counter Foil/Copy of Form.31 received" while getting acknowledgement for receipt of goods. Otherwise any loss on account of this will be recovered from the Carrier which amounts to Rs. 25,000/- per form as on date.

- 8. Under no circumstances shall BHEL be liable to compensate for any loss or damage that may be caused to the Vehicle by accidents or complications arising out of such contingencies like fire, theft, riots, strikes and terrorism damage whether inside or outside BHEL premises while being engaged.
- 9. The contractor is directly responsible for injuries/ death of vehicle driver or any person employed by him as well as to the third party occupants or other users arising due to accident or otherwise of vehicle during the contractual period. At any point of time, BHEL will not be responsible for any loss / damage either to the person or to the vehicle arising out of accident of the vehicle for performing the contractual obligations.
- 10. Any damage to BHEL materials due to rough and faulty handling by the contractor's men will have to be made good by the contractor to BHEL. Similarly, if any damage caused to BHEL equipment/ installation, property of third party in the course of work by the contractor's men, the same shall be made good by the contractor.

11. "The Contractor shall be liable for the loss or damage to such property from whatever cause, including but not limited to theft, fire, destruction or damage of property due to reasons beyond the control of the Contractor, happening while such property is in the possession or under the control of the Contractor, their employees, workmen or agents or any other person connected with the Contractor."
12. "In case of any internal dispute of the Contractor, such as but not limited to disputes between partners of the Contractor, dispute between Contractor and its employees, the same shall be intimated to BHEL within one (1) month from the date of dispute. Notwithstanding anything to the contrary, BHEL shall not be made a party any suit or legal proceeding in respect of such internal dispute. In case BHEL is made a party to the same, the Contractor and other party(ies) to the dispute, if signatories to this Agreement, shall indemnify BHEL for (a) all direct and indirect costs expended towards such legal proceedings immediately on the issue of a claim notice to that effect from BHEL and (b) any liability that may be imposed in such legal proceedings against BHEL."
13. Work instructions to be obtained from respective Concerned Officials in written/oral. Log Sheets/Log Register/Measurement Book to be maintained (Already certified by the executing authority as and when the works are carried out) and it shall form the part of the payment documents. However everyday work assigned to the contractor to be completed within the day.
14. Work carried out by BHEL on overlapping areas shall not be included in the claim and any deviations to this will be viewed seriously and treated as a violation to the contract.
15. The contractor shall provide their employees with Personal Protective Equipment such as Safety Shoes, Hand Glove, Helmet etc. (whatever applicable) and shall comply all safety regulations under Factories Act. It is the responsibility of the contractor not only to provide the work force with such safety equipment at their cost as may be considered necessary for the execution of the work but also to ensure their wearing the above safety appliances, failing which corrective action will be taken by withholding the amount recommended by concerned official / Safety Officials for each violation, which may be released only after compliance of the same. The work shall not be commenced without wearing the above safety appliances. The contractor has to give declaration that BHEL Safety Rules and Regulations as stipulated from time to time would be followed strictly. This undertaking shall be given prior to the execution of the contract.
16. The contractor shall be responsible for obtaining necessary comprehensive insurance policy, appropriate driving license etc., and complying with all the statutory requirements including labour laws that may be necessary in this respect.
17. BHEL will not be responsible for any consequences arising out of any violation of rules or acts by the contractor. If BHEL is liable to pay any such amount due to violation of the relevant laws by the contractor the amount so paid would be recovered from the contractor or adjusted from his pending bills.
18. It is the responsibility of driver to get filled the entire column in the trip register and got signed by the user and certified by the concerned department in charge. In case of loss of original trip register, BHEL reserves the right as not to entertain the claim. The Crew shall maintain discipline & good conduct. They shall keep conducive relationship with BHEL personal or their authorized representatives.

19. **Payment Terms:** Consignee copy (photocopy) of docket / LR / GC with acknowledgement by Stores Ward / User Dept. etc. in the front page of the docket/ LR / GC, with two / three photo copies of the same as applicable along with sign and seal of the transporter shall be enclosed along with the freight bills.
Payment will be made to the Contractor, under this contract shall be by NEFT / RTGS payment within 45 days after the certification of bills by authorized Officials of BHEL. All Outward booking of consignment to be made on "To be billed at Ranipet" basis only.
20. Bills as per statute shall be raised by the contractors once in a month and submitted in triplicate in the format given by BHEL. Duly verifying the trip register and date, payment will be made to MSE vendors within 45 days and other vendors within 90 days or as per BHEL norms from time to time. Payment will be made through e-mode for which the contractor has to agree and submit the required information. No advance in any form is payable by BHEL.
21. BHEL reserves the right to increase or decrease the tendered quantity.
22. The contractor must apply and provide ESI facilities to all his employees concern. Similarly, the contractor shall cover all his workers under ESI scheme and produce the enrolment/Code number allotted by ESI Authorities. The contractor shall be asked to furnish along with the bill each month for having effected payment of both deduction/contribution towards PF/ESI to the concerned statutory authorities.
23. The workmen engaged under this contract shall be covered by a comprehensive insurance scheme in the joint names of the contractor and BHEL. A copy of the attested policy along with premium receipt shall be deposited with BHEL before commencement of work.
24. Since with effect from 01.11.1990 Provident Fund becomes applicable for engagement of a worker even for a single day, deduction of PF by the contractor has to be ensured. All such contractors have to apply to the PF Commissioner and get a separate code number allotted to them if they have not already been allotted a number or registered elsewhere or they are an exempted establishment having their own PF Trust etc. Proof of deduction as well as remittance of the PF dues to the appropriate authorities has also to be shown and proper records maintained.
25. The contractor shall follow all statutory requirements enforced by State Government like PF, ESI, Insurance cover for their employees etc., While quoting rates, the above factors shall be taken into consideration.
26. The Contractor has to pay minimum wage as fixed by the State Government and additional payment as insisted by BHEL.
27. The contractor's quoted rate shall inclusive of the Minimum wage plus all statutory payments like PF, ESI and Bonus for the same.
28. Statutory deductions like IT etc. will be deducted from contractor's payment as required by law.
29. The contractor has to follow the below mentioned without fail.
 - a. Minimum wages as announced by the government from time to time to be paid as applicable to the labor's engaged along with adhoc amount as prescribed by BHEL.
 - b. Bonus shall be paid as per Bonus act.
 - c. For work extending beyond prescribed shift working of 8 hours, overtime as applicable shall be paid on pro rata basis.
 - d. Paid weekly off shall be given for every six days of continuous work.
 - e. One day Earned Leave for every 20 days work shall be given.

- f. P.F., (Maximum ceiling amount of Rs.15000/- only) and E.S.I. contributions to be made at the prescribed rates on wages paid inclusive of adhoc amount.
 - g. Shall arrange to provide E.S.I. medical cards.
 - h. Every month wage slip to the labor's
 - i. Annual slip for the P.F. contribution to be issued
 - j. Annual returns for the P.F. and E.S.I. payments to be filed
 - k. Safety and Personal Protective Equipment's are to be provided
 - l. Maintain Attendance register
 - m. Maintain Wage register
 - n. Maintain Over time register
30. The contractor should have to arrange police verification certificate of concern workers (whom they are going to be engaged for these works) for obtaining entry pass.

31. **GST Registration:**

The tenderers should register themselves with GST authorities of Govt. of India / Tamil Nadu as per statutory regulations. They should produce the copies of registration certificate and GST registration numbers along with their offer.

GST shall be paid extra and reimbursed by BHEL as applicable against the submission of documentary evidence and invoice as per GST act.

The following documents shall be submitted.

- 01 Copy of GST registration certificate
- 02 Copies of challans for deposit of GST
- 03 Original GST invoice

A certificate showing that GST collected from BHEL has been remitted to tax authorities.

The Bidder shall not include GST in their quoted rates; but the bidder has to separately indicate the GST, amount and workings thereof in the Price bid schedule included in the bid documents. If GST amount is not indicated separately in the price bid schedule included in the Bid documents, it will be presumed that the quoted rate is inclusive of applicable GST and bids will be evaluated accordingly.

In case any changes in taxes and duties as per Gov. Notification (including GST), the same shall be applicable from time to time.

If the Contractor is not registered for any statutory obligation and not liable there to, then a declaration shall be submitted along with offer that they are within the threshold limit.

The following details to be furnished by the bidder:

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

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

Taxes and Duties- Incl. GST clauses to be applicable for the tender:

- i) The bidder shall arrange to send to BHEL, Ranipet along with all the required documents as in contract, Tax Invoice (Original for Recipient) along with his bills.
- ii) IGST/CGST/SGST/UTGST: Rate of Tax to be quoted as extra in %
- iii) Bidders to ensure correct applicability of IGST/CGST/SGST/UTGST based on the Inter / Intra state movement Supply of goods and services or both. Taxes and duties prevalent on the contractual delivery date or the actual delivery date (in case of delay) whichever is lower shall be applicable paid. Composition Scheme to be addressed.
- iv) Payment to the vendor is contingent upon Vendor complying with GST provisions and availment of Input Tax Credit by BHEL before the date of payment. The taxes and duties that are reimbursed would be the ones applicable as on the contractual service delivery date or the amount actually paid whichever is less. In case GST credit is delayed/ denied to BHEL, due to non/delayed receipt of goods and/or services and/or tax invoice or expiry of timeline prescribed in GST Law for availing such ITC, or any other reason not attributable to BHEL, GST amount shall be recoverable from Vendor along with interest levied/ leviable on BHEL.
- v) Invoice should mention BHEL-BAP-RANIPET GSTIN: 33AAACB4146P2ZL or GSTIN of BHEL Nodal Agency as mentioned in PO.
- vi) In case of any short supply of goods or service Vendor has to raise a credit note for short supplied quantity as per GST provisions.
- vii) The agency should quote the applicable taxes and duties in the technical bid as well as in price bid.
- viii) In case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor/contractor along with interest levied/leviable on BHEL.
- ix) Any GST liability arising on BHEL under reverse charge before actual receipt of goods and or services and/or invoice thereof would be subject to recovery of interest leviable for the period between the date of such liability and actual date of eligibility of ITC based on receipt of goods, receipt of invoices and other conditions specified in GST law, as applicable.
- x) All the terms & conditions of the contract with respect to Taxes & Duties are subject to the new taxation laws introduced from time to time (e.g., GST). The terms & conditions will be modified in accordance with the provisions of new laws (e.g., GST).
- xi) The Prices quoted above must be inclusive of all taxes and duties and **inclusive of GST**, which will be payable extra as per applicable rules and subject to Submission of documentary evidence.
- xii) Vendor shall note that the Invoice has to be raised quoting HSN Code of Goods or Accounting Code of Services or both wherever applicable.

32. DIESEL PRICE VARIATION CLAUSE (PVC)

- a) The rates agreed between BHEL and the transporter will remain firm during the total period of the contract except the Diesel Price Variation Clause as given below: -
- b) For various vehicle categories, the freight rate will be divided into two elements viz., (i) Fixed cost and (ii) Diesel cost - i.e. variable cost as detailed below: -.

Details	Percentage of freight rate
Fixed Cost	80%
Diesel Variable Cost	20%

- c) Whatever increase/decrease in the diesel price, PVC will to be applied on this variable portion of the freight rate only.
- d) The rates will be revised only if increase/decrease in diesel price (cumulative) is more than 5%.
- e) Further revisions will be done only when the further cumulative variation is more than 5% from the base/reference diesel rate.
- f) Revised Rates applicable at the date of invoice / GC / LR will be considered for freight payment.
- g) The reference diesel rate shall be the actual diesel rate as on date of Techno-Commercial Bid Opening. The rates of diesel will be calculated on the basis of the rates published by IOCL website (www.ppac.gov.in) prevailing at Chennai.
- h) Rate increase/decrease on any other account, other than Diesel price variation, will not be permissible.

33. TRANSIT CONDITIONS / TRAFFIC REGULATIONS & REQUIREMENTS:

- a) The Transporters will operate their vehicles entirely at their own risk and BHEL shall not be held responsible for any damage to the vehicle while on the company's/customer's work or when parked in or around the company's/ customer's or any other premises.
- b) The Transporters will make their own arrangements for proper parking of their vehicles overnight / during detention in company's/customer's premises.
- c) The Transporters will ensure that all vehicles used for the transportation of consignments under transportation rate contracts are covered by a comprehensive insurance policy. Under no circumstance shall the company be liable to compensate them for any loss or damage that may be caused to the vehicles while engaged in the discharge of the Transporter's obligations under this contract.
- d) It shall be the responsibility of the Transporter to provide at his cost trained and licensed personnel for running the vehicles.
- e) Transporters shall ensure that Motor Vehicle Act 1988 (as amended up to date) is strictly followed as applicable. Vehicles must carry up to date fitness, road permit, insurance and related documents/ certificates.
- f) All drivers/concerned staff related to the transportation activities under this rate contract should be well aware about material safety, data sheet etc. and well conversant with the environmental impact arising from the specified activities pertaining to use of fuels, lube oils, its spillage and disposal of various harmful items used in automotive vehicles.
- g) Transporters shall follow all necessary instructions relating to ISO-14001 and OHSAS 18001 obligations for environmental safety and occupational Health Safety.

34. ROUTE PERMIT / NATIONAL PERMIT / CLEARANCE

The Transporter shall arrange required permits from RTO or other concerned authorities and ensure compliance of any other legal and statutory formalities connected with the transportation of goods at his cost. BHEL doesn't take any responsibility in this regard.

35. SAFETY OF CONSIGNMENT:

- a) The Transporter shall be solely responsible for the safe custody of the consignments from the time the documents are handed over to him until the consignments are delivered at the destination, duly obtaining acknowledgement of delivery.
- b) Any failure in this regard shall be viewed seriously and BHEL shall be free to take deterrent/penal action on the Transporter concerned e.g. Suspension of business forthwith and future business dealings by BHEL and recovery of all losses suffered by BHEL from the Transporter.
- c) The Transporter will indemnify BHEL against any loss, damage, breakage, shortage and pilferage of any materials while in his custody.

36. STATUTORY OBLIGATIONS OF TRANSPORTER

- a) The Transporter will observe and comply with the requirements of the Minimum Wages Act and all other Industrial & Labour legislation for the time being in force or that may hereafter be brought into force, governing the relationship between the employer and the employee.
- b) The contractor should remit the salary/wages for their workmen only through Bank in line with GOI guidelines.
- c) The Transporter shall indemnify BHEL against all claims, payments and losses that the company may have to make or suffer on account thereof. The Transporter shall whenever require to do so by the company or Govt. officials authorized under law, produce for inspection all forms, register and other papers required to be maintained under the various statutes.
- d) The Transporter shall accept liability for compensation in accordance with the provision of the Indian Worker's Compensation Act 1923 read with Employees State Insurance Act 1948, amendments thereafter and or other law for the time being in force for personal injury caused to any workmen by accident arising out of and in the course of this contract.
- e) Should the company be held liable for any loss, damage or compensation to third parties arising from or in relation to transport operations done by the Transporters; the Transporters shall reimburse such loss, damage or compensation to the company together with the costs incurred by the company on any legal proceedings pertaining thereto.

44. Indemnity:

- a) The Transporter shall have to indemnify BHEL against all claims for injury or damage to any person or property caused by his negligence or negligence of his employees whilst in BHEL premises/sites.
- b) The Transporter shall indemnify the company against all payments by way of compensation or otherwise which the company may be called upon to make under the provisions of the applicable Acts to any workmen as aforesaid, and any cost incurred by the company in connection with any claim preferred by such workmen and or against all actions, claims and demands whatsoever in respect thereof or in respect of any loss, injury or damages whatsoever to any third person arising out of or occasioned by the negligent, imperfect or improper performance of this Contract by the Transporters, their workmen servants or agents.

- c) The Transporters approved and operating under the transportation rate Contracts shall further indemnify BHEL against the following: -
- i. Observance of Labour & Industrial Laws.
 - ii. All claims by way of compensation and all other types of unforeseen claims, which may arise in the course of Contract.
 - iii. Documentary compliance relating to freight billing.
 - iv. Indemnity shall cover the entire transit right after loading to the unloading at destination.

SAFETY CONDITIONS

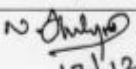

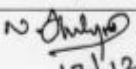

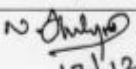

- a) Vehicles carrying materials should have proper registration documents and must be produced on demand by BHEL security staff.
- b) The lights on right side (i.e.) over driver's cabin should be in working condition.
- c) Both the head lights as well as park lamps must be in working condition.
- d) HANDLING OF VEHICLES INSIDE BHEL UNIT.
- i. The vehicle should not travel at more than 20 kmph in BHEL premises.
 - ii. The driver of the vehicle must possess heavy duty license and produce on demand by the security staff.
 - iii. Vehicles carrying inflammable liquid in the tank containers should have grounding cabin or the tank should be coated with the insulating materials to avoid static electricity. In road junctions, speed breakers and railway crossing the speed should be lowered and vehicles should proceed cautiously.
 - iv. The driving should be kept in the left at all places.
 - v. The vehicle should not be parked in the road in such a way to cause obstruction to vehicular traffic
 - vi. No persons other than driver should be allowed to sit or stand on the prime Movers of the trailer.
 - vii. The vehicle should pass only through approved routes. Short cuts are forbidden.
 - viii. There must be a safe distance behind another moving truck.
 - ix. The driver should avoid making quick starts, jerky stops or quick turns at excessive speed.

DECLARATION

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

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

BHEL RANIPET BANK DETAILS

SECTION- 3 BANK AND PAYMENT MANDATE (Enclose supporting for the detail provided below)			
PAYMENT MODE (NEFT / RTGS / ECS / CHEQUE)	RTGS		
NAME OF BENEFICIARY	BHEL/BAP/RANIPET		
NAME OF BANK	STATE BANK OF INDIA		
BANK BRANCH ADDRESS	STATE BANK OF INDIA BHEL PROJECT BRANCH MUKUNDARAYA PURAM BHEL TOWNSHIP RANIPET-632406		
ACCOUNT TYPE (SAVINGS, CURRENT, CASH CREDIT, ETC)	CASH CREDIT (CC)		
ACCOUNT NO	10664849171		
MICR CODE (9 DIGIT MICR CODE AS APPEARING ON CHEQUE LEAF) (EXAMPLE 110240157)	632002003		
IFSC CODE (11 DIGIT IFSC CODE OF THE BANK BRANCH) (EXAMPLE HDFC0001374)	SBIN0007013		
DECLARATION I/WE, HEREBY DECLARE THAT THE PARTICULARS GIVEN ABOVE ARE CORRECT AND COMPLETE. IN CASE THE TRANSACTION IS DELAYED OR NOT EFFECTED AT ALL FOR REASONS OF INCOMPLETE OR INCORRECT INFORMATION AND FOR REASONS BEYOND THE CONTROL OF NBPPL, I/WE WOULD NOT HOLD, NBPPL RESPONSIBLE. I/WE DECLARE THAT, WHENEVER THERE IS A CHANGE IN THE ABOVE DETAILS, I/WE SHALL FURNISH THE FORM AFRESH.			
<table border="1"> <tr> <td> SIGNATURE :  NAME : N. THALAPATHY DESIGNATION : Sr. Accounts Officer DATE : 18/12/2015 COMPANY SEAL : BHEL/BAP/ RANIPET </td> <td> VERIFIED THE ABOVE DETAILS For STATE BANK OF INDIA  (SIGNATURE OF BANKER) BHEL Project, Muk. Puram SEAL OF THE BANKER L. KUMAR K-7346 </td> </tr> </table>		SIGNATURE :  NAME : N. THALAPATHY DESIGNATION : Sr. Accounts Officer DATE : 18/12/2015 COMPANY SEAL : BHEL/BAP/ RANIPET	VERIFIED THE ABOVE DETAILS For STATE BANK OF INDIA  (SIGNATURE OF BANKER) BHEL Project, Muk. Puram SEAL OF THE BANKER L. KUMAR K-7346
SIGNATURE :  NAME : N. THALAPATHY DESIGNATION : Sr. Accounts Officer DATE : 18/12/2015 COMPANY SEAL : BHEL/BAP/ RANIPET	VERIFIED THE ABOVE DETAILS For STATE BANK OF INDIA  (SIGNATURE OF BANKER) BHEL Project, Muk. Puram SEAL OF THE BANKER L. KUMAR K-7346		

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

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

CERTIFICATE

I / We hereby agree to receive the payments due from BHARAT HEAVY ELECTRICALS LIMITED, RANIPET by the National Electronic Funds Transfer and/or RTGS Transfer mode by credit to my / our above mentioned Bank Account. I / We also agree that payments made to the above mentioned Account is a valid discharge of the liability of Bharat Heavy Electricals Limited, Ranipet. I / we also agree to bear the applicable Bank Charges for the above mode of transfer.

AUTHORISED SIGNATORY OF VENDOR WITH SEAL

Banker's Certification

We confirm that we are enabled for receiving RTGS and NEFT credits and we further confirm that the account number of _____

_____ (name of account holder), the signature of the authorized signatory and the MICR and IFSC codes of our Branch mentioned above are correct.

PLACE:

DATE:

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

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

BILL OF QUANTITY						
Schedule No	Schedule Description	Wt. Range in kg	Avg Wt of Consignment (A)	No of Trips per Year (B)	Rate in Rs/ Kg (C) = (D)/ [(A)*(B)]	Amount in Rs (D)
1	Speedy Movement of materials from BHEL Ranipet to any place in Southern States of India (Southern States: Tamil Nadu, Pondicherry, Andhra Pradesh, Telangana, Kerala & Karnataka) and vice versa					
	1.1	0-500	150	120	$[21.2543\% * (E)] / [150 * 120]$	$21.2543\% * (E)$
	1.2	501-1000	900	40	$[37.3314\% * (E)] / [900 * 40]$	$37.3314\% * (E)$
	1.3	1001-2000	1500	15	$[21.2075\% * (E)] / [1500 * 15]$	$21.2075\% * (E)$
	1.4	2001-3000	2500	10	$[20.2069\% * (E)] / [2500 * 10]$	$20.2069\% * (E)$
Total Amount for Schedule 1.1 to 1.4 (excluding GST) (E)						=(X)/1.18
GST for Schedule 1 in % (F)						18%
Total Amount for Schedule 1.1 to 1.4 (including GST) (X)						To be quoted in GeM portal under custom bid for services category 1
2	Speedy Movement of materials from BHEL Ranipet to any place in India (except stations in Southern States - Tamil Nadu, Pondicherry, Andhra Pradesh, Telangana, Kerala & Karnataka) and vice versa	Wt. Range in kg	Avg Wt of Consignment (L)	No of Trips per Year (M)	Rate in Rs/ Kg (N) = (Z)/ [(L)*(M)]	Amount in Rs (Z)
	2.1	0-500	150	170	$[18.3706\% * (G)] / [150 * 170]$	$18.3706\% * (G)$
	2.2	501-1000	900	80	$[48.6977\% * (G)] / [900 * 80]$	$48.6977\% * (G)$
	2.3	1001-2000	1500	20	$[18.5956\% * (G)] / [1500 * 20]$	$18.5956\% * (G)$
	2.4	2001-3000	2500	10	$[14.336\% * (G)] / [2500 * 10]$	$14.336\% * (G)$
Total Amount for Schedule 2.1 to 2.4 (excluding GST) (G)						=(Y)/1.18
GST for Schedule 2 in % (H)						18%
Total Amount for Schedule 2.1 to 2.4 (including GST) (Y)						To be quoted in GeM portal under custom bid for services category 2

Note:

- a. Minimum chargeable weight will be 50 kg.
- b. ODA/Extra charges for collection/delivery away from transporter branch office. (Up to 25 KM free of charge and above 25 KM, @ Rs.19.00/ KM will be paid including 25 KM) subject to maximum of 100 KM up & down put together. (Applicable GST@18% extra)
- c. Door collection charges @Rs.770-/LWB plus GST@18%.
- d. **Diesel PVC is applicable as per clause no. 32, pg.no.26 of NIT.**