

**BHEL-ELECTRONICS DIVISION, BENGALURU
COMMON CONTRACTING DEPARTMENT**

NOTICE INVITING TENDER

1.	Tender Ref No:	BHEL-EDN/ CCD/LTC -EDN/ NIC-06/22-23
1.1	NIC Ref No:	2022_BHEL_20904_1 (Dated: 22.12.2022)
2.	Tender Type	Open Tender -Two part (e-Tender)
3.	Name of works	RATE CONTRACT FOR COLLECTION,TRANSPORTATION AND SAFE DELIVERY OF CONSIGNMENTS IN AND AROUND BANGALORE WITHIN 60 KMS FROM BHEL-EDN, BANGALORE FOR TWO YEARS DURING 2023-25.
4.	Location of work	IN AND AROUND BANGALORE
5.	Period of contract	Twenty four months from the date of award of contract.
6.	Estimate value of Works	₹77.78 Lakh (Excluding GST)
7.	Earnest Money Deposit Amount	As per B: Pre-qualification criteria : Earnest money deposit(EMD)
8.	Contents of Tender Document.	A] Part-I Technical Bid Pages
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	ANNEX –II (Price bid)(For Reference only) 02	
9.	Submission of offer	To be submitted electronically by logging to e-Procurement portal https://eprocurebhel.co.in/nicgep/app
10.	Due date and time for submission of offer	02.01.2023/ 15:00 Hr.
11.	Due date and time for opening of Technical bid	02.01.2023/ 15:30 Hr.
12.	Contact details for queries related to tender	Shri. Satya Prakash, Manager / CCD, BHEL-EDN, Bengaluru. Contact No:080 2699 8040 / 7598217987; e-mail: ccd.edn@bhel.in ;
13.	Address of Tender Inviting Authority	Shri. Vishal Singh, DGM/ CCD Common Contracting Department (CCD) 2 nd Floor, New Engineering Building BHEL-Electronics Division, Mysore Road Bengaluru-560026

ANNEXURE-1A**PART-I (TECHNO COMMERCIAL BID)****INSTRUCTIONS TO THE TENDERER**

- The bidder shall submit the bid online by logging in to user account of bidder on e-procurement portal of BHEL as specified in NIT. Offer submitted by any other mode is not acceptable.
- The bidder has to upload the scanned copy of all the mentioned original documents (in colour) during online bid-submission. It is advised that all the documents to be submitted are kept scanned or converted to PDF format in a separate folder in their computer before starting online submission.
- Bidder shall ensure that the total size of the scanned documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However, it shall be sole responsibility of bidder that the uploaded documents remain legible.
- The tender documents must be signed digitally / physically by Partner/ Director of the Firm or by the person holding the Power of Attorney on behalf of the Firm concerned for having accepted the conditions and upload in e-procurement portal. In the latter case, a copy of Power of Attorney, duly attested by a Notary Public must accompany the offer.
- Bidder are advised not to wait till the last minutes or last few seconds w.r.t tender closing time to submit their offer to avoid complications related with internet connectivity / network problem/ power failure etc.
- Tenderer should arrange for the EMD as specified in the tender. EMD should be submitted as per Part-I(A)/Prequalification Bid/EMD (including EMD waiver, if any).
- In case EMD is paid through offline payment mode, the original should be posted/couriered/given in person in a sealed cover super scribing 'Tender number/date/Part-I(A)/EMD' to the Tender Inviting Authority, within the bid submission date and time for the tender.
- Techno-commercial bid will be considered only, if the Part-I(A)/Prequalification Bid/EMD is valid. EMD in any other form or tender without EMD will be summarily rejected.
- In case of offline payments, the hardcopies of Earnest Money Deposit (EMD) document/ DD submitted to CCD/BHEL-EDN, Bengaluru and the soft-copies uploaded at the time of online bid submission should be the same, otherwise the tender will be summarily rejected.
- Any deviation to this tender terms & conditions, and schedules of this tender will lead to rejection of the offer.
- Tenderer who have been suspended or black listed or issued with "Show Cause Notice" by **BHEL-EDN, Bengaluru** or any other unit of BHEL or GOI will not be allowed to participate in the tender and bidder should declare the same in the tender. Even during the course of evaluation/ finalization of tender if it is found that the tenderer is black listed/ barred from business transaction/ under business hold, BHEL will not consider them for further participation in the tender.
- Should a tenderer find discrepancies or omissions in the tender documents, or should there be any doubt as to their meaning, he should at once address the authority inviting the tender, for clarification well before the due date, so as to submit his tender in time. No extension of time shall be given for submission of the tender on any account.
- Rates should be quoted as per the Work / Rate schedule (Price bid/Part -II). Rates quoted in any other form will not be accepted and will be rejected.
- If a tenderer deliberately gives wrong information in his tender or creates conditions favourable for the acceptance of his tender, the BHEL will reject such offer at any stage.
- Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
- Canvassing in any form in connection with tenders is strictly prohibited and the tenders submitted by the Contractors who resort to canvassing will be liable for rejection.
- Should a Tenderer's or a Contractor's or in the case of a firm or company of contractors/any of its shareholder's or shareholder's relative is employed in BHEL, the authority inviting the tenders shall be informed in writing of this fact at the time of submission of the tender, failing which the tender may be disqualified, or if such fact subsequently comes to light, the contract may be cancelled.
- The tender schedule, and the tender shall be deemed to form an integral part of the contract to be entered into for this work.

- BHEL reserves the right to cancel the tender at any stage without assigning any reason.
- **Before submission of offer, the Tenderer is advised to inspect the site of work and its environment and be well acquainted with the actual working and other prevailing conditions including various best practices adopted by BHEL with respect to position of the materials and labor.**

Check list for submission of offer

Bidder shall submit the offer in two parts as Part-I (Techno-commercial Bid) and Part-II (Price Bid)

Part –I (Techno commercial bid) shall contain following documents:

- a) EMD related documents b) Pre-qualification related documents c) Signed Tender document.**

The documents to be contained in Techno commercial bid are as follows:

- EMD related documents to meet EMD Criteria.
- Pre-qualification related documents to meet Technical Competency Criteria, Financial Soundness Criteria and Statutory registration criteria.
- Signed Tender document and duly filled and signed ANNEXURES (As applicable) for unconditional acceptance to tender Scope of work and Terms & Conditions.

Part-II (Price Bid) comprises of single cover

- Price bid Cover

Price bid cover shall contain rates quoted as per price bid format available in e-Procurement portal.

Sl. No	Description	Remarks
1	Check list for Part-I: Techno commercial Bid (EMD related documents)	
1.1	Documentary evidence to meet EMD Criteria: 1. Copy of Payment Receipt for EMD amount as per tender. (As applicable) 2. Valid MSE document for EMD exemption. (As applicable), (As applicable)	<input type="checkbox"/> uploaded / <input type="checkbox"/> Not uploaded
	<p>a. EMD may be submitted in the form of Cash deposit (Before tender opening) / Bankers Cheque / Pay order / DD / FDR drawn in favour of BHEL-EDN, Bengaluru (Along with offer)/ EFT payment details vide SBI Collect as EMD / NEFT (Before tender opening). (Details for making online payment as per ANNEXURE-D)</p> <p>b. EMD is waived off based on submission of Udyam Registration Certificate / Valid UAM along with CA Certificate (As per ANNEXURE-B of tender document) issued for financial year ending on 31st March 2022 or later / Valid EM-II with deemed validity of five years from the date of issue of EM-II as on date of technical bid opening / EM-II along with latest CA certificate (As per ANNEXURE-B of tender document) issued for financial year ending on 31st March 2022 or later where deemed validity of five years is expired / Valid NSIC Registration Certificate as on date of technical bid opening / Start-ups recognized by DPIIT / Valid Registration to any other body as specified by ministry of MSME.</p>	

2	Check list for Part-I: Techno Commercial Bid (Pre-Qualification related documents)	
2.1	<p>Documentary evidence in support of Organization / Firm Registration as registered / licensed companies / firms / proprietors / partnerships</p> <p>Duly signed and sealed copy of</p> <p>1) Trade License / GST registration / Auditor's letter / PAN</p> <p style="text-align: center;">or</p> <p>2) Partnership Deed Copy of Extract from Register of Firms showing latest constitution of Firm (Form A /G/any other form as the case may be) Trade License / GST Certificate and PAN</p> <p style="text-align: center;">or</p> <p>3) Partnership Deed, Notarised Declaration as to the constitution of Firm signed by all the Partners and Trade License, GST Certificate and PAN</p> <p style="text-align: center;">or</p> <p>4) Certificate of Incorporation / Memorandum of Association & Articles of Association</p>	<p>1.Applicable Document</p> <p><input type="checkbox"/> Uploaded / <input type="checkbox"/> Not uploaded</p>
2.2	<p>Self-attested copy of the Power of Attorney, in case an individual/authorized signatory other than the sole proprietor signs the tender.</p>	<p>1.Copy of Power of Attorney</p> <p><input type="checkbox"/> Uploaded / <input type="checkbox"/> Not uploaded</p>
2.3	<p>Documentary evidence to meet Technical Competency Criteria as per C.3 of C: Pre-qualification Criteria: Technical competency & financial soundness</p> <p>1) Duly signed and sealed copy of WO / PO / Agreement / Completion certificate.</p> <p>2) Form 26AS / TDS certificate with customer name as name of deductor for financial year in which work was carried out or Bank statement showing transaction with customer during execution of contract.</p> <p>3) Valid documentary evidence (RC Book) for ownership of Vehicles of suitable category</p>	<p>1. WO / PO / Agreement copy / Completion Certificate</p> <p><input type="checkbox"/> uploaded / <input type="checkbox"/> Not uploaded</p> <p>2.Form 26AS / TDS Certificate / Bank Statement</p> <p><input type="checkbox"/> uploaded / <input type="checkbox"/> Not uploaded</p> <p>3.Copy of RC book</p> <p><input type="checkbox"/> uploaded / <input type="checkbox"/> Not uploaded</p>

2.4	<p>Documentary evidence to meet Financial Soundness Criteria as per C.4 of C: Pre-qualification Criteria: Technical competency & financial soundness.</p> <p>Duly signed and sealed copy of</p> <ol style="list-style-type: none"> 1) Income Tax Return (ITR) 2) Balance Sheet & Profit and loss Statement. (For last three consecutive years ending on 31st March 2021 (2018-19,2019-20 and 2020-21) 3) Income Tax Registration (PAN) 4) GST Registration. 5) Solvency Certificate 	<p>1.Income Tax Returns</p> <p><input type="checkbox"/> Uploaded / <input type="checkbox"/> Not uploaded for 1year / 2 years / 3 years</p> <p>2.Balance Sheet & profit and loss Statement (Audited)</p> <p><input type="checkbox"/> Uploaded / <input type="checkbox"/> Not uploaded for 1year / 2 years / 3 years</p> <p>3. Copy of PAN, GST and Valid Solvency Certificate</p>
3	Check list for Part-I: Techno commercial Bid (Tender Scope and Terms & conditions related document)	
3.1	<p>Documentary evidence for unconditional acceptance to Tender Scope of work and Terms & Conditions.</p> <p>Duly filled, signed and Sealed copy of</p> <ol style="list-style-type: none"> 1. Complete Tender Document. 2. "No Deviation Certificate "as per ANNEXURE-A in letter head. 3. "Declaration" as per ANNEXURE -C in letter head. 	<p>1. Duly filled and Signed "Tender Document"</p> <p>2. Duly filled and Signed "Declaration"</p> <p>3. Duly filled and Signed "No Deviation Certificate"</p> <p><input type="checkbox"/> uploaded / <input type="checkbox"/> Not uploaded</p>
4	Rates quoted as per Price bid format available on NIC portal.	<p><input type="checkbox"/> Quoted as per tender format</p> <p><input type="checkbox"/> Not Quoted as per tender format.</p>
5	All the information and relevant documents as asked in tender.	<input type="checkbox"/> Provided / <input type="checkbox"/> Not Provided
<p>Bidders are kindly requested to submit their offer as follows</p> <ol style="list-style-type: none"> 1) Documents pertaining to each cover shall be uploaded as single pdf containing all relevant documents as stated above. 2) No additional documents other than above shall be uploaded as no weightage or preference will be given for additional documents. 		

ANNEXURE-1A**PART-I (TECHNO COMMERCIAL BID)****A: (Bidders Profile)**

1.	Name of the Enterprise/ Company/ Firm.	
2.	Name of Directors / Partners / proprietor of Enterprise/ Company/ Firm	
3.	Registered Address of Enterprise/ Company/ Firm	
4.	Contact Details: Landline /Mobile number:	
5.	E-mail Address for communication w.r.t tender	E-mail ID:
6.	Name and Contact details of person for communication related to Tender	Name: Mobile No:
8.	Status of Firm as MSME / Start up recognized by DPIIT	<input type="checkbox"/> Micro <input type="checkbox"/> Small <input type="checkbox"/> Medium <input type="checkbox"/> Start-up recognized by DPIIT <input type="checkbox"/> None of the above (Supporting document to be enclosed)
9.	BHEL Vendor Code (If any)	

B: Pre- qualification Criteria: Earnest Money Deposit (EMD)

B.1	Earnest Money Deposit (EMD)		
	Bidder shall submit Earnest Money Deposit (EMD) or valid document for EMD exemption along with the offer.		
	SL NO	QUALIFYING PARAMETER	QUALIFYING VALUE
	1	EMD (Earnest Money Deposit):	₹ 77,781/-
	Details of EMD payment by Bidder	1. DD / FDR / PAY ORDER / RTGS DETAILS: AMOUNT: ₹ 77,781.00/- INST. NO: INST. DATE: ISSUING BANK:	
		2.MSME / NSIC / SSI REG. DETAILS: REG.NO: REG. DATE: REG. CATEGORY: () MICRO / () SMALL	
	Documents to be submitted		
	<p>EMD may be submitted in following ways:</p> <p>i) Electronic fund transfer credited in BHEL account (Before Tender Opening). (Refer Annexure –C for making EMD payment through SBI-E collect)</p> <p>ii) In the form of Cash deposit (Done before tender opening) / Bankers Cheque / Pay order / DD / FDR (Along with offer) drawn in favour of BHEL-EDn Bengaluru, payable at Bengaluru issued by Scheduled Bank / Nationalized bank / Consortium banks.</p> <p>iii) EMD is waived off based on submission of Udyam Registration Certificate / Valid UAM along with CA Certificate (As per ANNEXURE-B of tender document) issued for latest financial year ending on 31st March 2022 / Valid EM-II with deemed validity of five years from the date of issue of EM-II as on date of technical bid opening / EM-II along with latest CA certificate (As per ANNEXURE-B of tender document) issued for latest financial year ending on 31st March 2022 where deemed validity of five years is expired / Valid NSIC Registration Certificate as on date of technical bid opening / Start-ups recognized by DPIIT / Valid Registration to any other body as specified by ministry of MSME. EMD in any other form (One Time EMD, BG for full amount of EMD etc.) is not acceptable.</p>		
	Duly filled copy of the above along with supporting document to be uploaded in e-procurement portal.		

C: Pre- qualification Criteria: Technical competency & financial soundness

C.1	ORGANIZATION / FIRM REGISTRATION	
	Registered / licensed companies / firms / proprietors / partnerships are eligible for participating in this Tendering Process. Wherever "Companies Act 2013" is applicable the Company shall be registered in line with "Companies Act 2013".	
	Organization / Firm Business Entity	<input type="checkbox"/> Sole proprietorship / <input type="checkbox"/> Partnership <input type="checkbox"/> Private Limited Company / <input type="checkbox"/> Public Limited Company <input type="checkbox"/> Public Sector / <input type="checkbox"/> Govt. Org / <input type="checkbox"/> Others (Pl. Specify) (Supporting document to be enclosed)
	Details of Organization / Firm Registration	Registration Details :.....
1	The details of the registration Documents to be submitted are below:	
	1	Sole Proprietorship
	Trade License / GST registration / Auditor's letter / PAN	
	2	Partnership
	Partnership Deed Copy of Extract from Register of Firms showing latest constitution of Firm (Form A /G/any other form as the case may be) , Trade License / GST Certificate and PAN	
	3	Unregistered Partnership
	Partnership Deed, Notarized Declaration as to the constitution of Firm signed by all the Partners and Trade License , GST Certificate and PAN	
	4	Private Limited Company
	Certificate of Incorporation / Memorandum of Association & Articles of Association	
	5	Public Limited Company
	Certificate of Incorporation / Memorandum of Association & Articles of Association	
	6	Public Sector / Govt. org.
	Certificate of Incorporation / Memorandum of Association & Articles of Association	

C.2	POWER OF ATTORNEY:		
	<p>The tender documents should be signed by authorized signatory. Authorized signatory shall be the person holding 'power of attorney' on behalf of the firm/company/bidder-concerned authorized/empowered to act on behalf for the specific purpose.</p> <p>BHEL will not be bound by any other Power of Attorney granted or the change in the composition of the firm made, subsequent to the execution of the Contract agreement. They may however recognize such Power of Attorney or change in status after obtaining legal advice and the cost involved in that connection shall be chargeable to the bidder concerned.</p> <p>Documents to be submitted:</p> <p>A self-attested copy of the Power of Attorney, in case an individual/ authorized signatory other than the sole proprietor signs the tender shall be submitted along with the tender.</p>		
C.3	TECHNICAL COMPETENCY		
C.3.1	<p>Bidder shall have experience of execution of works in any Central / State Govt. / PSU / Private company /establishment /reputed organization / institution executed after 31st March, 2015 as per following details:</p>		
	SL NO	QUALIFYING PARAMETER	QUALIFYING VALUE
	1	"Services related to Collection, transportation and safe delivery of consignment by road engaging suitable vehicle"	Single work order with value equal to ₹ 15.56 Lakh or Two Work orders each with value of ₹ 9.72 Lakh or Three Work orders each with value of ₹ 7.78 Lakh.
	Details of Works executed by Bidder	<p>WO/ PO Ref No::</p> <p>Name of the work:</p> <p>.....</p> <p>.....</p> <p>WO /PO Value:</p> <p>WO /PO Contract Period:</p> <p>Name of Customer:.....</p>	

	Details of Works executed by Bidder	WO/ PO Ref No:: Name of the work: WO /PO Value: WO /PO Contract Period: Name of Customer:.....
	Details of Works executed by Bidder	WO/ PO Ref No:: Name of the work: WO /PO Value: WO /PO Contract Period: Name of Customer:.....
	Documents to be submitted by bidder	
	<p>WO / PO / Agreement Copy relevant to above mentioned work : () Enclosed / () Not Enclosed</p> <p style="text-align: center;">OR</p> <p>Performance /Completion Certificate for satisfactory execution of above mentioned work: () Enclosed / () Not Enclosed</p> <p style="text-align: center;">AND</p> <p>Form 26AS/ TDS certificate / Bank statement for payment received from customer against the above contract: () Enclosed / () Not Enclosed</p>	

C.3.2	Fleet ownership: The bidder should own the vehicles of specified category. 1. LCV/ Lorry (Minimum capacity- 3.5 MT or 9 MT) - 01 Number.		
	1. Ownership should be in the name of Partners/Proprietors wherein the bidder is a Partnership firms/Proprietary concerns. 2. Ownership should be in the name of Company wherein the bidder is a Company (Private Limited, Public Limited etc.) Registered under Indian Companies Act, 1956. 3. In case the ownership is still in the name of directors/partners and yet to be transferred in the name of the company, a board resolution stating that Director/Partner has relinquished the rights in favour of company.		
	Documentary evidence to be submitted in support of above: Self-attested printout copies of vehicle particular available in the websites of MINISTRY OF ROAD TRANSPORT & HIGHWAYS (https://parivahan.gov.in or https://parivahan.gov.in) showing latest fleet owner details along with Copy of RC Book. If the vehicle details are not updated / available in the above websites, alternatively the bidder can submit Self-attested copy of RTO Authenticated documents (RTO Certificate) showing vehicle number, owner's name, type of vehicle, carrying capacity, year of manufacturing etc., as per Annexure-F or the format prescribed by RTA. In this case these RTO / RTA certificates should not be older than 3 months from the date of publication of Tender notice. The copies of RTO / RTA Certificates will be communicated to the respective RTAs for their confirmation of its authenticity, if required.		
C.4	FINANCIAL SOUNDNESS		
C.4.1	The Average annual turnover for last three consecutive financial year ending on 31st March 2021 (2018-19, 2019-20 and 2020-21) shall be equal to or more than the following:		
	SL NO	FINANCIAL PARAMETER	QUALIFYING VALUE
	1	Average Annual Turn over	₹ 11.67 lakh.
C.4.1.1	Details of Annual Turnover of Bidder for last three consecutive financial year ending on 31st March 2021 (2018-19, 2019-20 and 2020-21)		
C.4.1.2	Details of Annual Turnover for last three consecutive years ending on 31st March 2021 (2018-19, 2019-20 and 2020-21)	Financial Year	Annual Turnover (Sales)
		2018-19	₹.....Lakh
		2019-20	₹.....Lakh
		2020-21	₹.....Lakh

		Average Annual Turnover of three consecutive year	₹.....Lakh
C.4.1.3	Profit and Loss account statement & Balance Sheet for last three consecutive years ending on 31st March 2021 (2018-19, 2019-20 and 2020-21) duly certified by chartered accountant with CA membership number.	Financial year	Please Tick (✓) in the appropriate box
		2018-19	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
		2019-20	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
		2020-21	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
C.4.1.4	Income Tax Return Acknowledgment for last three consecutive years ending on 31st March 2021 (2018-19, 2019-20 and 2020-21) or assessment years 2019-20, 2020-21 and 2021-22)	Assessment year	Please Tick (✓) in the appropriate box
		2019-20	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
		2020-21	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
		2021-22	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
C.4.1.5	Permanent Account Number (PAN)	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
C.4.1.6	Goods and Services Tax Registration (GST)	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
C.4.1.7	Documents to be submitted		
	<ol style="list-style-type: none"> 1. Auditor certificate indicating annual turnover for three consecutive Financial Years ending on 31.03.2021 i.e. FY2018-19, FY 2019-20, FY 2020-21 duly signed by Chartered Accountant registered with Institute of Chartered Accountants of India. The auditors' certificate should bear valid membership number of the Chartered Accountant. Income Tax Return Acknowledgment for last three consecutive years ending on 31st March 2021 (2018-19, 2019-20 and 2020-21) or assessment years 2019-20, 2020-21 and 2021-22) 2. If the company did not exist for 3 financial years, the average turnover will be calculated from the year of existence (not before three years) of the company in the past. 3. Permanent Account Number (PAN): Bidder should have valid Permanent Account Number (PAN) and Self-Attested copy of PAN Card shall be enclosed. 4. GST registration Number: If the bidder is registered with GST, then the copy of GST certificate shall be enclosed 		
C.4.2	SOLVENCY		
	Bidder shall submit Solvency certificate along with the bidder.		
	SL NO	FINANCIAL PARAMETER	QUALIFYING VALUE

	1	Solvency Certificate	₹ 3 Lakh
	Solvency certificate issued by Nationalized Bank within 6 months from date of issue of Tender notification.		
Duly filled copy of the above along with supporting document to be uploaded in e-procurement portal.			

D: Pre- qualification Criteria: Statutory requirements & acceptance to tender terms & conditions

D.1	ACCEPTANCE TO TENDER TERMS AND CONDITIONS	
	The bidder shall unconditionally accept all terms and conditions of tender.	
D.1.1	Details of documents submitted by Bidder	
	Duly filled, Signed and sealed copy of Tender document.	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not enclosed
	Duly signed and Sealed copy of "No Deviation Certificate" as per ANNEXURE-A	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not enclosed
	Duly signed and Sealed copy of "Declaration" as per enclosed ANNEXURE-B	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not enclosed
	Acceptance for participation in Reverse Auction	<input type="checkbox"/> Accepted / <input type="checkbox"/> Not Accepted
D.2	Applicable GST % against the scope of work	_____% GST Vendor comes under RCM (Reverse Charge Mechanism) <input type="checkbox"/> Yes / <input type="checkbox"/> No (Vendor to confirm)
<i>Duly filled copy of the above along with supporting document to be uploaded in e-procurement portal.</i>		

ANNEXURE-IB**PART-I (TECHNO COMMERCIAL BID)****SCOPE OF WORK AND TECHNICAL TERMS & CONDITIONS****A. BILL OF QUANTITY**

SL NO	DESCRIPTION OF WORKS	VEHICLE TYPE	LOAD RANGE	UOM	UNIT RATE (₹/Trip)
SCHEDULE-A: Collection of materials from transporters godown, railways, local suppliers / any other places in & around Bangalore within 60 KM radius of BHEL-EDN, Bangalore against LR/RR/PO etc. & deliver to BHEL-EDN/ESD/ any other place within 60Km radius of BHEL_EDN , Bangalore & vice-versa, including loading & unloading.					
A.1	Collection (Including loading & Unloading) and Transportation from any place within 60Kms from BHEL-EDN, Bangalore to any place within 60Kms from BHEL-EDN, Bangalore.	Part Load	Up to 500Kg.	Trip	To be quoted in price bid
A.2	Collection (Including loading & Unloading) and Transportation from any place within 60Kms from BHEL-EDN, Bangalore to any place within 60Kms from BHEL-EDN, Bangalore in Small truck.	Small Truck	501Kg. -1000 kg.	Trip	To be quoted in price bid
A.3	Collection (Including loading & Unloading) and Transportation from any place within 60Kms from BHEL-EDN, Bangalore to any place within 60Kms from BHEL-EDN, Bangalore in Mini Truck / Lorry.	Mini Truck / Lorry	1001Kg. - 3500kg.	Trip	To be quoted in price bid
A.4	Collection (Including loading & Unloading) and Transportation from any place within 60Kms from BHEL-EDN, Bangalore to any place within 60Kms from BHEL-EDN, Bangalore in 9MT LCV/ Lorry / Truck.	LCV / Lorry / Truck	3501Kg. - 9000kg.	Trip	To be quoted in price bid
A.5	Collection (Including loading & Unloading) and Transportation from any place within 60Kms from BHEL-EDN, Bangalore to any place within 60Kms from BHEL-EDN, Bangalore in 9MT Open Body Lorry / Truck	Open Body Lorry / Truck	3501Kg. - 9000kg.	Trip	To be quoted in price bid

SCHEDULE-B: Collection of materials, equipment and transportation from BHEL-EDN to BHEL-ESD and vice versa including loading and unloading					
SL NO	DESCRIPTION OF WORKS	VEHICLE TYPE	LOAD RANGE	UOM	UNIT RATE (₹/Trip)
B.1	Collection (Including loading & Unloading) and Transportation from BHEL-EDN, Bangalore to BHEL-ESD, Bangalore or vice versa in STL	Small Truck	Weight Up to 3500 Kg.	Trip	To be quoted in price bid
B.2	Collection (Including loading & Unloading) and Transportation from BHEL-EDN, Bangalore to BHEL-ESD, Bangalore or vice versa in MTL	LCV / Lorry / Truck	Weight up to 3500 Kg or dimensions up to length 14 Ft.	Trip	To be quoted in price bid
B.3	Collection (Including loading & Unloading) and Transportation from BHEL-EDN, Bangalore to BHEL-ESD, Bangalore or vice versa in FTL	Open Body Lorry / Truck	Weight up to 9000 Kg or dimensions up to Length 19 Ft.	Trip	To be quoted in price bid
SCHEDULE-C: Transportation of Space panel from BHEL-ESD, Bangalore to ISRO, Bangalore and vice versa including loading and unloading					
C.1	Collection (Including loading & Unloading) and Transportation from BHEL-ESD, Bangalore to ISRO, Bangalore or vice versa in OBT	Open Body Truck	Weight up to 9000 Kg.	Trip	To be quoted in price bid
C.2	Collection (Including loading & Unloading) and Transportation from BHEL-ESD, Bangalore to ISRO, Bangalore and return to BHEL-ESD, Bangalore in OBT or vice versa.	Open Body Truck	Weight up to 9000 Kg.	Trip	To be quoted in price bid

B. SCOPE OF WORK, CONTRACT PERIOD AND TERMS & CONDITIONS OF CONTRACT**B.1.1: SCOPE OF WORK**

Collection, Transportation and Safe delivery of the consignments including loading & unloading in and around Bangalore within 60 km radius distance from BHEL-EDN as detailed below.

i) Collection of materials from transporters godown, Railways, local suppliers/ any other places in and around Bangalore within 60 km radius from BHEL-EDN, Bangalore against LR/ RR/ PO etc., and deliver to BHEL.EDN/BHEL-ESD/EPD any other place within 60 km radius from BHEL-EDN, Bangalore and vice versa including loading and unloading.

ii) Collection of parcels from State Bank of India/ Punjab National Bank/any other bank/post office located near BHEL-EDN premises and handing over to BHEL- EDN.

iii) Collection of materials, equipment and transportation from BHEL-EDN to BHEL-ESD and vice versa including loading and unloading.

iv) Transportation of space panel /substrate from BHEL-ESD to ISRO and vice versa including loading and unloading.

B.1.2: CONSIGNMENT CLASSIFICATION & RESPECTIVE VEHICLE SPECIFICATION

SL NO	Schedule.	Vehicle Type	Approximate weight and dimension of consignment
1	A.1	Suitable vehicle	Part / small load up to 500 Kg.
2	A.2	Small Truck	Consignments weighing (actual wt., or Volumetric wt.) up to 1000 kg
3	A.3, B.1	Mini Truck / Lorry	Consignments weighing (actual wt., or Volumetric wt.) up to 3500 kg and/or having dimensions up to (1) Length 420 cm to 450 cm., or 14' to 15' (2) Width 150 to 180 cm., or 5' to 6" (3) Height 150 to 180 cm., or 5' to 6"
4	A.4, B.3	Truck or Lorry	Consignments weighing (actual wt., or Volumetric wt.) up to 9000 kg and/or having dimensions up to (1) Length above 510 up to 540 cm or 17' to 18' (2) Width 195 cm up to 210 cm or 6.5' to 7' (3) Height 210 cm to 270 cm or 7' to 9'

5	A.5, B.4, C.1, C.2	Open body Truck	<p>Consignments weighing (actual wt., or Volumetric wt.) up to 9000 kg and/or having any one of the following dimensions.</p> <p>(1) Length above 570 cm., up to 630 cm., or 19' up to 21'</p> <p>(2) Width above 210 cm., up to 225 cm., or 7' up to 7.5'</p> <p>(3) Height above 210 cm., up to 270 cm., or 7' up to 9'</p>
<p>Note:</p> <ol style="list-style-type: none"> 1. Dimensions indicated in the schedules are indicative. If there is a marginal variation in sizes up to + 5%, it will be treated as consignment of nearest schedule. 2. Placement of vehicle: If the vehicles are not provided within 24 hours from the time of request from BHEL / Vendor of BHEL, consignments will be booked thro' any other available transporter / at risk and cost of vendor. 			

B.1.3: TENTATIVE LOCATION OF SOURCE AND DESTINATION

The tentative location of Source and destination points are indicated below:

i) Yeswantpur	Kalasipalayam	Nelamangala	Peenya Indl.area
ii) City Railway godown	Sudhama nagar	Madivala	Attibele
iii) Contonement	BIAL-Devanahalli	Jindal factory	Whitefield
iv) Lalbagh	ESD –Electronic city	Kengeri	Jigani

In addition to the above locations, from any places in and around Bangalore within the radius of 60 KMS from BHEL-EDN also applicable for the above mentioned scope of work.

B.2: DETAILS OF VEHICLE FOR CARRYING SPACE PANELS FROM BHEL-ESD TO ISRO AND VICE VERSA

- a) Open body truck is required to place the Substrate/ Panel container securely fastened and to be covered with tarpaulin.
- b) Chassis should be flat
- c) Container size is 3.3 M(L)X2.4 M(W) X0.35M(H)
- d) Weight of the empty container is 500 kgs

Also please note that the following points to be taken care for this ISRO job movement.

- e) The vehicles shall be in good condition with flat surface.
- f) 100% Container must rest on Deck of truck, otherwise liable for rejection.
- g) The vehicles must have of tarpaulin and rope.
- h) The driver shall carry driving license and truck fitness certificate to be produced at ISRO.
- i) The Police permission for vehicles plying in old Airport road to enter and exit ISRO main gate shall be arranged by BHEL.
- j) ISRO entry permission shall be arranged by BHEL.
- k) The material required to be transported in container is substrate/ space panel is a very delicate and costly.

B.3 TERMS AND CONDITIONS OF CONTRACT**B.3.1: VOLUMETRIC WEIGHT:**

Consignments, which are bulky and less weight, will be considered for payment of freight charges on volumetric weight. For this purpose, consignment should be of minimum of 35 cft. Volumetric weight of consignment will be computed as below.

1 cubic meter = 388 kg. or 1 cubic feet = 11 kg.

Volumetric weight of each packing boxes loaded in a vehicle is arrived at by multiplying Length (L) x Width (W) x Height (H) with weight per cubic measurement and then totaling the volumetric weight of all the boxes.

B.3.2: INFRINGEMENT ON WEIGHT:

Any increase in weight beyond the maximum limit prescribed in the schedules will be paid proportionately extra on the basic rates. However, the limits prescribed under Motor Vehicle Act 1988 and the subsequent revisions or any other applicable laws are to be complied with.

B.3.3: CHARTERED TRUCK LOAD (CTL):

If the consignments of part load in nature, are booked as MTL/ FTL due to any reason, and authorized in writing by the BHEL executive of the department concerned of not less than the rank of DGM or authorized personnel they are considered as chartered truck loads. Freight payment of such bills will be made accordingly as MTL/ FTL.

B.3.4: TRANSSHIPMENT:

Consignments shall be transported in the same vehicle without transshipment enroute, for consignments booked under any schedule. In case transshipment is unavoidable, the transporter should obtain written permission from BHEL executive concerned, not below the rank of Manager. Authorization letter permitting transshipment should be attached along with the freight bill.

The vehicle Registration number, in which material was originally loaded, should be recorded on the LR and at the time of delivery, acknowledgement must be obtained from the consignee indicating the vehicle Registration number and the type of vehicle.

B.3.5: OFF-LOADING:

Consignments received by the transporter should not be off-loaded to any other transporter without written permission of BHEL.

B.3.6: TRANSPORTATION OF HAZARDOUS GOODS:

While transporting hazardous chemicals, Transporters must comply with the requirements of safety instructions as per Motor Vehicle act 1989 and subsequent amendments and take adequate measures for Emergency preparedness. Any failure in this regard during the tenure of the contract is liable for cancellation of the contract.

Following Main provisions made in the MV Act 1989 relating to "TRANSPORTATION OF HAZARDOUS GOODS" are to be complied with, while transporting hazardous goods by road.

Rule No.	Description
9	Educational qualifications for drivers of goods carriages carrying dangerous or hazardous goods.
129	Transportation of goods of dangerous or hazardous nature to human life.
129A	Spark arrester
130	Manner of display of class labels.
131	Responsibility of the consignor for safe transport of dangerous or hazardous goods.
132	Responsibility of the transporter or owner of goods carriage.

133	Responsibility of the driver.
134	Emergency information panel.
135	Driver to be instructed.
136	Driver to report in the police station about accident.
137	Class labels.

Transporter is fully responsible for any damage caused by their representative / staff / vehicle to BHEL property / BHEL direct or indirect employees. Value of damage as assessed by BHEL has to be made good by the transporter, failing which it will be recovered from the transporters.

BHEL is not responsible for any damage to vehicle, tools / injury to staff / representative of transporter. BHEL is not liable to pay any compensation under such events or any other reasons what so ever.

Security, Safety and Environmental Management Systems (EMS) and other rules & regulations of BHEL should be observed while in BHEL complex. Ignorance of such rules and regulations will not be accepted as an excuse.

Drivers or any crewmember of the vehicle entering BHEL premises should not be under the influence of alcohol. Drivers of the vehicles should have the valid driving license while entering BHEL premises.

B.3.7: It is the responsibility of the transporters to place the vehicle at the place of loading. No extra charges shall be payable for the empty vehicle movement to the place of loading.

Contractor/their staff shall report to executive concerned at BHEL-EDN/ESD every day by 08.00hours to ascertain the schedule of collection for the day apart from pending collection of LR/RR/RPPs etc., and liaison with concerned departments.

B.3.8: All Transporter shall provide services for all types of loads indicated in the Schedule of rates. For all out going materials from BHEL-EDN & BHEL –ESD, Bangalore, the Transporter should accept different packages for transportation in a single truck and for delivery at more than one point at the same destination within 10 km apart.

B.3.9: The LR issued by the Transporter at the time of booking the consignment should be complete in all respects with actual weight and dimensions of the packages. Purchase Order No., of BHEL-EDN, wherever applicable, should be clearly indicated in the LR. Corrections/ over writings/ cuttings, if any, shall be done legibly and countersigned by the transporter. In case the dimensions are not clearly mentioned in the LR, bills will be paid for actual weight only. Vehicle Registration No., to be indicated on the LR for schedules A3 to A9 and shall be certified by the consignee.

B.3.10: The weight, measurement and description of the goods mentioned in the Delivery Challan / Invoice / Road Dispatch Advice (RDA) note issued by BHEL-Regional Operating Division (ROD) Mumbai / packing list of the consignee will be the reference document for ascertaining the value of the material for the purpose of recovery of shortage, damage, loss, if any. The transporter is responsible for soundness of packages at the time of booking and should not accept any booking of parcel in open / damaged / leaking condition. Once the transporter issues the LR, it is deemed that packages are handed over to them in good condition. The transporter is also responsible for any discrepancies found at destination.

B.3.11: Whenever consignment is delivered in open / damage / shortage / leaking condition or consignment lost in transit, transporter shall issue necessary certificate / documents for claiming insurance. In case, underwriters refuse to settle the claim in full or part value, due to the fault of the transporter, the value of loss will be recovered from the transporter. Transporter is responsible for full value of the consignment in case of non-delivery of consignment.

B.3.12: While accepting the consignment for transportation, Transporter should ensure that all documents required for check post / excise / sales tax authorities' en-route are carried by them. BHEL is not responsible for any seizure of vehicle or consignment by any such authorities.

B.3.13: Tax Invoice in respect of all GST items are to be invariably obtained from the suppliers of BHEL and the GST Invoice number incorporated in the LR and the same are surrendered to BHEL along with the consignment. Otherwise, any loss on account of this will be recovered from the Transporter.

In case of Free Issue Materials / Site Returned Materials / Rejected Materials / the consignment booked without any BHEL Purchase Order reference, the Transporter should demand the relevant documents as applicable.

B.3.14: Consignment without BHEL Purchase Order reference should not be collected / delivered at BHEL-EDN, Bangalore, without written permission from the user Department. In such cases, the Transporter is solely responsible for the safe delivery of the consignment at the right place in BHEL.

B.3.15: Wherever E way bill is issued to Transporter, the transporter should hand over the Eway bill and get an acknowledgement from the consignee on the back of LR. Otherwise, any loss on account of this, will be recovered from the Transporter, which amounts to Rs. 25,000/- as on date or at actuals whichever is applicable.

For preparation of online E-way bill required input (name of transporter, LR number) to be given by the transporter immediately on receipt of request e mail letter from the user dept.

B.3.16: The documents handed over at the booking points and meant to be handed over to the consignee such as Consignee copy of LR, Tax Invoice, E-way bill etc., should be carefully brought and handed over to the consignee along with the materials. Any loss, delay, additional expenditure due to non-compliance of the above on this account, will be debited to the Transporters.

B.3.17: The transporters have to maintain their vehicle in good condition and maintain fitness as per the relevant RTO requirements. All their vehicles must have proper documents and permits. Transporters must comply with all requirements of MV act 1988 and subsequent amendments.

B.3.18: DESPATCH & ENROUTE DOCUMENTS

While accepting the consignments for transportation, the Carriers should ensure, that necessary documents for check post are collected, so that the consignments are not detained enroute for want of these documents. Any detention on this account will be the Carriers responsibility

Consignment without BHEL Purchase Order reference should not be collected/delivered at BHEL or to any consignee without any written permission from Stores or User Department. In such cases, the Transport Carrier is solely responsible for the safe delivery of the consignment at the right place in BHEL.

The Transport Carrier should ensure the collection of Form.31 at the time of booking the consignment and suppose the same is not made available, the matter should be brought to the notice of Purchase or commercial by the Transport Carrier concerned.

Wherever Road Permit Form 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 Road Permit Form received" while getting acknowledgement for receipt of goods. Otherwise any loss on account of this will be recovered from the Carrier which amounts to ₹25,000/- per-form as on date.

The Carriers at the time of booking of the consignments should mark each and every package with Customer name, LWB number etc., wherever necessary, so that the items are identifiable at the time of transshipment / delivery.

If a consignment is detained enroute by the check-post authorities due to insufficient documentation or for any other reason and penalty, such as advance tax, compound tax etc. are imposed, such payment will have to be borne by the Carriers and consignment got released and delivered in time.

The documents handed over at the booking points and meant to be handed over to the consignee such as DELIVERY CHALLAN, INVOICE, DUPLICATE/TRANSPORTERS COPY OF TAX INVOICE, SALES TAX FORM etc., should be carefully brought and handed over to the consignee along with the materials. Any loss, delay, additional expenditure due to non-compliance of the above on this account, will be debited to the Carriers

Tax invoice should be collected by the contractor at the time of taking delivery from carrier's godown and the same shall be handed over to goods inwards stores along with consignment under acknowledgement from GI Staff. In the event of non-availability of Tax invoice copy with carrier, it shall be intimated to Executive-Stores(GI) without taking delivery of the consignment

B.3.19: INSURANCE COVERAGE AND CLAIM

Transit insurance of the consignment under transportation by the Transporter will be responsibility of BHEL/Consignee as the case may be and Transport Carrier shall ensure the insurance coverage and mark in the Lorry Way Bill. However, Transporter will be responsible for any external damages as per Carriage by Road Act 2007.

The Contract as entered into between BHEL and the Transporter(s) shall in no way nullify, reduce, mitigate or absolve the parties of any responsibility, obligation or liability that may devolve upon them under the Carriage by Road Act 2007 as amended up to date.

Position as above shall not absolve the Transporter of his responsibility for safe and proper transportation of the goods to the proper destination or his liability to compensate for the damage/ shortage / loss in respect of the consignments transported by him.

The Transporter's consignment note (LR) shall be acceptable to insurance company. In addition, the Transporter shall get 'LEGAL LIABILITY' from Insurance Company for Insurance Cover.
Damage / Loss

If any damage to the materials is noticed in transit (enroute), the transporter shall intimate the BHEL booking agency within 24 hours of damage, with photographs.

OR

During delivery of consignment to Consignee, if any remark is made by the Consignee with respect to damage / shortage or loss i.e. total or partial, the Transporter after delivery of the consignment shall inform the BHEL booking agency within 24 hours of delivery, with photographs and acknowledged LR copy.

On receipt of this information, BHEL (end user) will recommend BHEL Finance to lodge insurance intimation within 72 hours of damage / loss.

The Transporter should submit the Copy of LR with COF (Certificate of Facts) to the Consignor. On the basis of these documents BHEL will lodge insurance claim. The transporter has to provide services to facilitate for insurance survey after delivery of material to site or loss of materials. For damaged materials returned to BHEL, BHEL will arrange to facilitate for survey.

However, for consignment value below ₹20,000/-, recovery will be made in full from the contractor. For consignment value above ₹20,000/-, the differential cost between the cost incurred by BHEL and proceeds of insurance claim is liable to be recovered from the contractor.

B.3.20: OPEN DELIVERY

In case of any visible damage/ suspected damage in the consignment, the Carrier should arrange delivery of the consignment on "OPEN DELIVERY" and the open delivery certificate should be issued along with the consignment, duly signed by both parties.

B.3.21: NON ACCEPTANCE OF INSURANCE LODGED BY BHEL AND CARRIERS RESPONSIBILITY

Logistics / Loading Agencies are ensuring that the vehicle placed is loaded, taking cognizance of the passing weight of the RC book copy presented by the Carrier. However, Carrier has to own responsibility for the RC Book copy presented at the time of loading and also ensure that the loading is done in line with the passing weight of the RC Book of the vehicle. In the event of any accident / damage visibly seen or inflicted to the consignment which could not be seen visibly but that could be found at the site at any point of time, BHEL would take up with underwriters and lodge claim. If the underwriter observes during the course of survey or otherwise that the vehicle was overloaded beyond RC Book capacity, the claim will be out rightly rejected. In such case the Carrier is totally responsible and contractually bound to compensate fully the total damage, cost involved in rectification or the value of the insurance claim lodged as the case may be, within 30 days from the date of such communication received from BHEL for compensation.

B.3.22: ACCIDENTS

All accidents at any point shall be reported to agency concerned and **CCD (Common Contracting Department), BHEL-EDN, Bangalore** in writing through mail within 24 Hrs. followed by hard copy within two days. Failure to send communication will be viewed seriously resulting in suspension or termination of the Contract as deemed fit over and above the recovery of value of the consignment lost or damaged – total or partial.

29.8.2 Further, any accident that occurs while the consignment which is booked in transit shall also be brought to the notice of Consignor or consignee and/ or **CCD (Common Contracting Department), BHEL-EDN, Bangalore** as applicable. Subsequently, the F.I.R. and Survey Report by authorized insurance agency (for the damage or loss of consignment en route) shall also be submitted. BHEL Site officials or concerned Loading agency shall be informed in writing through Mail, Fax or Letter and **CCD (Common Contracting Department), BHEL-EDN, Bangalore** for Incoming consignment and Purchase & Site for DTS consignment within 48 hours of incident or accident or loss or damage to enable the agency responsible to lodge and settle the claims with Underwriters

No freight bill for movement of such consignments shall be entertained till BHEL's / Customer's insurance claim is settled.

The freight payment up to the point of accident, for the consignment met with accident, will be paid only after settlement of insurance claim by the Underwriters This payment is to be considered only in the case of the Carrier complying with the above two accident clauses.

Return freight payment for transporting the damaged consignment back to respective BHEL unit after BHEL QC Clearance.

In case of transporting the damaged cargo (due to accident, mishap etc.) back to respective BHEL unit after insurance survey and BHEL QC clearance for returning such consignments to respective BHEL unit, the return freight, as per the applicable rate schedule of Contract will be paid to the Transporters

In case, the Transporters fail to send communication in respect accident or damage or loss or act on the above lines and insurance claim is not made or compensation obtained by the authorized agency, the recovery will be effected for the value of damage or loss – total or partial of the subject consignment. Suitable action

including suspension, de-listing or termination of the Contract as deemed fit under the extant guidelines of BHEL

B.3.23: SAFETY OF CONSIGNMENT

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.

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.

The Transporter will indemnify BHEL against any loss, damage, breakage, shortage and pilferage of any materials while in his custody.

Even, in cases where the Transporter does not have his branch office or delivery points, all consignments shall be accepted for transportation and deliver at such points. Similarly, the Transporter shall arrange for the collection of materials from such points and delivery at any such points.

Transporter shall NOT auction the material belonging to BHEL where customers / suppliers have defaulted in taking delivery for various reasons. The Transporter will give notice under registered post to BHEL and ask for instruction in the matter. The local manager of the Transporter concerned should follow up these cases with the consignee at one end and consignor at the other end.

Where all measures have exhausted and still the consignment is held by the Transporter for a period of one year or more, material shall be rebooked to the Consignor, without waiting for instructions on freight "To Pay". But no demurrage payable basis. In such cases, liability for to & fro freight will rest with BHEL.

B.3.24: PROTECTION / SAFETY OF CONSIGNMENT DURING TRANSIT

To ensure safe transit, the consignment loading shall be done by BHEL in its warehouse(s).

The Transporter shall ensure: -

Placement of vehicles of good and roadworthy conditions having all welded structures and joints of vehicle chassis in sound condition.

That good quality lashing ropes in sufficient numbers (Minimum 4 to 6 Nos.), with suitable length and diameters and other items required to accompany the vehicle so as to securely lash the consignment as per lashing scheme to be provided /explained by BHEL unit to ensure its safer transit in the same condition and same vehicle, whenever explicitly mentioned by BHEL.

To protect the consignments from rains in warranting situations, Transporters shall ensure Tarpaulin covering to the consignments.

Compliance of all the safety precautions and other instructions required in road transportation e.g. red flags/lamps; pilot, escort etc. as may be required shall be the responsibility of the Transporter.

Lashing to be proper and safe. The Transporter to check the same and to be satisfied before departing from work premises.

Complaints of unsatisfactory packing or lashing will not be entertained after the vehicle has departed from the loading point.

B.3.25: TRANSIT CONDITIONS / TRAFFIC REGULATIONS & REQUIREMENT

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.

The Transporters will make their own arrangements for proper parking of their vehicles overnight / during detention in company's/customer's premises.

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.

It shall be the responsibility of the Transporter to provide at his cost trained and licensed personnel for running the vehicles.

The Transporter shall ensure placing vehicles of suitable category, capacity (i.e. size and load) and quality. Overloading of the vehicles will not be permitted under whatsoever may be the reasons / conditions.

Proper loading and lashing of the consignments in most secured manner shall be done keeping in view extant government regulations and constraints en-route for safe transportation of consignments and its delivery to destination.

Transporters shall make aware concerned drivers/staff about the danger related to transportation of hazardous/ODC lifting, handling and tilting of such consignments.

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.

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.

Transporters shall follow all necessary instructions relating to ISO-14001 and OHSAS 18001 obligations for environmental safety and occupational Health Safety

B.3.26: LAWS GOVERNING THIS CONTRACT

The Contract to be operated complying with the all the relevant Acts / Rules / Regulations implemented / to be implemented by the Govt. of India / Various State Governments / Union territories regarding road transportation as amended from time to time including but not limited to, the following:

1.1.1 Motor Vehicles Act, 1988

1.1.2 Central Motor Vehicles Rules, 1989

1.1.3 Other Central Rules, Notifications

1.1.4 Karnataka Motor Vehicle Rules,

1.1.5 Karnataka Motor Vehicles Accident Claims Tribunal Rules

1.1.6 Karnataka State Transport Appellate Tribunal Rules

1.1.7 Karnataka Vehicles Taxation Act, Rules and Notes of Cases

1.1.8 Road Transport Corporations Act, 1950

1.1.9 Carriage by Road Act, 2007.

1.1.10 GST & E-Way Bill regulations

1.1.11 Any other Act/Rules /Regulations which may be introduced by central/Sate /Union Territory regarding road transportation

The Contract as entered into between BHEL and the successful Bidder(s) shall in no way, nullify, reduce, mitigate or absolve the parties of any responsibility, obligation or liability that may devolve upon them under the Carriage by Road Act, 2007

The Transport Carriers / Fleet owners should ensure to comply with Rules and Regulations and notifications issued by various State Governments in this regard, from time to time.

Transport Carriers/Fleet Owners should ensure that overloading of vehicles is absolutely avoided.

The Transport Carriers/Fleet Owners, should ensure that they comply with the orders and guidelines issued by Hon'ble Supreme Court, with regard to the road transportation so as to ensure safety of not only themselves/ vehicles but also other road users.

The Contractor is responsible for any cost, either explicit or implied payable enroute and penalty levied by State/central Governments. All costs relating to the ownership of the vehicles should be borne by the Contractor.

The Contractor shall be held responsible for any damage or loss to the company's property that may be caused by their vehicles or staff in the company's premises and the loss shall be recovered from the

Contractor. BHEL is not responsible for any injuries to the Contractor's personnel inside the company premises.

MOTOR VEHICLE ACT

As per the Motor Vehicle Act with the latest amendments/notifications there to, overloading of the vehicles will not be allowed over and above the designated carrying capacity as per the registered document. The Transporter should carry the consignment complying with the applicable provisions of the relevant Motor Vehicle Act/State Act. No payment on account of violation of Motor Vehicle Act/State Act except ODC shall be payable. If any of the issues has not been dealt specifically in any schedule, then the same will be decided in line with the provisions of other schedules / terms and conditions dealing with the same issue.

C.CONTRACT PERIOD AND PLACE OF WORK:

C.1: Mobilization period:

The truck/ vehicle for loading / unloading should report at BHEL-EDN / BHEL-ESD within 2 hours from the booking time on all the working days.

C.2: Collection and delivery Time:

The contractor should be in touch with the BHEL-EDN/ ESD, Bangalore officials and collect LR/RR and other relevant document like invoice etc., from concerned **on daily basis** and should keep constant watch on arrival of goods at carrier's godown and collect immediately after arrival of consignment to avoid demurrage. The contractor is expected to collect and deliver the consignment within 24 hours from the time of document is handed over to the contractor.

Vendor shall collect, transport and deliver the consignment within 48 hours from the time of receipt of documents from BHEL. Delay in collection, transportation and delivery beyond 48 hours will lead to penalty as per Clause –F.

C.3: Contract Period:

The contract shall remain valid for Twenty-four months from the date of award of contract.

BHEL-EDN may extend the contract by 3 months at same Rate and Terms and Conditions based on mutual consent.

C.4: Place of Work:

The work shall be carried out in and around Bangalore within 60Kms. Radius of BHEL-EDN, Bangalore.

D.PAYMENT TERMS

1. Payment will be made after completion of work on pro-rata basis based on actual Services provided as per BOQ after acceptance and certification of Area in charge (BHEL Executive). Payment shall be made **within 45 days for MSE bidder / 60 days for Medium Enterprises and 90 days for Non MSE bidder of submission of bill complete in all respect.** *All payments to be made to the Contractor shall be done only through NEFT (National Electronic Fund Transfer / RTGS (Real Time Gross Settlement).* No other forms or mode of payment is made by BHEL If there is *any delay in making payment, no interest will be paid.*

2. The Contractor shall submit the bill within a week after the end of each month / after completion of work in triplicate copies detailing the various items of work done during the month supported by the requisitions issued from time to time along with any other relevant document which is required from time to time as per BHEL requirement.
3. The Contractor shall, once in every month, submit to the respective area HOD separately details of their claims for the work done by them up to and including the previous. 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. Payment will be at the sole discretion of BHEL.
4. The proof of execution of work should be submitted along with each bill (printed form with covering letter and proof for execution of work).
5. If the Contractor is not registered for any statutory obligation and not liable thereto, then a declaration shall be submitted along with offer that they are within the threshold limit.
6. No advance will be paid for operational or any other expenses.
7. Goods and Services tax will be payable extra by BHEL at prevailing rates and corresponding TDS will be made as per Government norms.
8. All payments to be made to the Contractor shall be done only through NEFT (National Electronic Fund Transfer / RTGS (Real Time Gross Settlement)). No other forms or mode of payment is made by BHEL. If there is any delay in making payment, no interest will be paid.
9. The bill, for consignments booked on last date of contract will be paid as per contract rates if the same is delivered subsequent to expiry of contract.
10. Octroi charges, wherever payable, have to be paid initially by the Contractor, which shall be reimbursed on submission of documentary proof identifying BHEL consignments for the payment thus made.
11. The Quantum of Work indicated in the Contract may vary depending upon the operational requirements. The Contractors shall have no claim whatsoever on BHEL if no fixed quantum of work is given to them during the currency of the Contract.
12. If the delivery is effected at a place other than that mentioned in LR, with the written request of the consignee, extra distance incurred will be added to normal distance for payment of freight charges.
13. No demurrage / wharf age / ground rent / go down rent charges shall be paid.

D.1: SUBMISSION OF BILLS:

The Contractor shall, once in every month, submit to the respective area HOD separately details of their claims for the work done by them up to and including the previous. 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. Payment will be at the sole discretion of BHEL.

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

In case of consignments claiming freight on volumetric weight, dimensions of the consignment should be mentioned on the LR and a supporting document (RDA, packing list etc.) must be enclosed with the bill, failing which, bill will be paid on actual weight.

Consignments booked for transportation from any airport (Including International Container Division (ICD), Bangalore) to anywhere within 60 Kms from BHEL-EDN, Bangalore are 'TO BE BILLED AT BHEL-EDN, Bangalore' basis.

Transporter has to submit bills separately for incoming and outgoing consignments within 1 month from the date of booking.

Bills of consignments booked from BHEL-EDN / BHEL-ESD are to be submitted to user department of BHEL-EDN / BHEL-ESD.

Bills must be complete in all respect with details of calculation and necessary enclosures containing information such as place of booking and delivery, actual weight and size of consignment, schedule of rate etc. Incomplete bills will not be processed for payment.

LRs issued should bear printed serial numbers. Vehicle No. should be indicated in the LR for all Full Lorry Load bookings. Original LR copy (consignee copy) should be produced with acknowledgement of the consignee for billing. Erasing or over-writing etc., in the LR should not be done and will not be accepted, if not authenticated by the consignor. Copies of LR submitted to BHEL & its customers should be legible. Remarks on the LR such as "AT OWENERS RISK", "NOT RESPONSIBLE FOR LEAKAGE / DAMAGE" are not applicable for consignments booked under this contract

Following documents must be submitted along with the bills. Original LR copy (Consignee copy) duly acknowledged and stamped by the consignee.

- In case Consignee copy of LR is retained by the consignees or lost in transit, original acknowledgement of the consignee with stamp, obtained on any other copy of LR along with a declaration certificate to this effect.
 - Authorization letters issued by BHEL-EDN executives for booking the consignments on MTL/ FTL / Trailer load etc., through email / fax etc.,
 - If Transshipment is made, permission letter issued by BHEL-EDN.
 - Proof of weight and volume such as invoice copy / RDA / packing slip etc., issued by the consignors.
- Bills once submitted will not be allowed for corrections. After payment of bill, further claim will not be accepted due to any reason.

E. PRICE VARIATION CLAUSE:

The rates shall remain firm during entire contract period.

F. LIQUIDATED DAMAGES (LD)/PENALTY:

F.1: PENALTY:

- 1) Penalty @ 1 % of basic freight charge payable in case of collection and delivery of consignment between 3 to 5 days from the time of receipt of documents from BHEL.
- 2) Penalty @ 2 % of basic freight charge payable in case of collection and delivery of consignment between 6 to 7 days from the time of receipt of documents from BHEL.
- 3) Penalty @ 3 % of basic freight charge payable in case of collection and delivery of consignment exceeding 1 week from the time of receipt of documents from BHEL.
- 4) In case any demurrage is imposed due to delay in lifting of material beyond 48 hours from receipt of document from BHEL by transporter's godown / Warehouse from where material is to be collected, the same shall be recovered from contractor's bill.
- 5) The Contractor shall ensure delivery of the collected material directly to BHEL without unloading the consignment either in their godown or elsewhere, failing which penal action will be taken against the contractor on this account. Similarly, the outgoing consignment taken out of BHEL shall be booked /delivered and shall not be detained at any other place. In case any pilferage/ damage is noticed in

violation to this condition, the total responsibility shall be on the part of the contractor and the cost of material will be recovered from their running bills/deposit.

F.2: MAXIMUM VALUE OF PENALTY:

The total recoveries under aforesaid clauses shall be limited to maximum **10%** of the contract value.

(a) In case of any change of order value, LD / PENALTY shall be subject to a maximum of **10%** of the revised

G. TERMS & CONDITIONS FOR EXECUTION OF THE CONTRACT:

1. The contractor should bring their manpower to BHEL premises at his/her own cost, risk and execute the work allotted to him inside BHEL premises.
2. The contractor should follow and comply with Minimum wages, ESI, PF, Bonus, Group Insurance and other statutory regulations as stipulated in Factories Act and other applicable State/Central Governments' rules and regulations.
3. All safety equipment's are to be arranged for the workmen and safety rules & regulations are to be followed as per BHEL's Safety Rules and Regulations.
4. The contractor or his/her crew should handle the machinery and other equipment's entrusted to them by BHEL with utmost care and return them safely after execution of stipulated work. The cost of damage, repair due to improper handling of machinery and equipment will be recovered from the contractor.
5. Contractor shall supervise the work carried out by his/her employees.
6. Contractor shall ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc.
7. Contractor will be responsible for the good conduct of his/her employees. In case of any misconduct/misbehaviour by any employee, the contractor will replace such employee(s) immediately.
8. Contractor shall be solely responsible for non-payment, delayed payment of minimum contributions under EPF & MP Act, ESI Act, Bonus, etc.
9. In case, the contractor fails to make payment of wages to his/her employees or remittance of contribution to the concerned authorities, the security deposit, other dues/running bills under the contract can be utilized by BHEL to discharge the liability of the contractor.
10. Contractor shall observe provisions of the Factories Act, 1948 in respect of working hours, holidays, rest intervals, leave and overtime to his/her employee. No work shall be done on second/third shift, overtime, Sundays or on other declared holidays without written permission.
11. Necessary gate entry pass will be issued by BHEL Security department for Contract Workmen based on your application duly forwarded by the Contract Executing Department and approved by HR/Welfare/Contract Cell on fulfilment of the Statutory Obligation by the Contractor.
12. In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his/her employees from the establishment of BHEL. In case, contractor decides to terminate services of his/her employees, he should settle all terminal dues including retrenchment compensation.
13. BHEL reserves the right to cancel/short close and terminate the contract at any point of time after giving intimation to the vendor.
14. BHEL will have nothing to do or be concerned with the employment of employees working for the contractor. The relationship between BHEL and the contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or on employer-employee relationship. Supervision of work shall be done by the contractor / his authorized Supervisor exclusive for this work only.

PART-I (TECHNO COMMERCIAL BID)

ANNEXURE-IC

GENERAL TERMS & CONDITIONS OF CONTRACT

1. DEFINITION

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

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

2. HEADING TO THE CONTRACT

The heading to these conditions shall not affect the interpretations thereof.

3. DEVIATIONS

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

4. WORKS TO BE CARRIED OUT

The Contract shall include all labour materials, tools, plant, equipment and transport which may be required for the execution of the work.

The Contractor will be deemed to have satisfied himself as to the nature of the site, local facilities of access and all matters affecting the execution of the work. No. extra charges consequent on any misunderstanding in these respects or otherwise will be allowed.

5. ASSIGNMENT OF TRANSFER OF CONTRACT

The Contractor shall not, assign or transfer the contract or any part thereof, or any share, or interest thereon to any other persons.

6. SUB CONTRACT

The Contractor shall not sublet any portion of the contract.

7. 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 statutory regulations or by-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

8. EARNEST MONEY DEPOSIT (EMD) & SECURITY DEPOSIT (SD):

Earnest Money Deposit (EMD):

Tender must be accompanied by Earnest Money for the amount mentioned in tender notice, pledged to BHEL- EDN, BANGALORE in any of the forms mentioned below.

Modes of Deposit:

The EMD shall be accepted only in the following forms:

- a) Cash deposit as permissible under the extant Income Tax Act (before tender opening)
- b) Electronic Fund Transfer credited in BHEL account (before tender opening)
- c) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer)
- d) FDR issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
- e) In addition to the above, the EMD amount in excess of ₹ 2, 00, 000 /- (₹ two lakhs) also acceptable in the form of Bank guarantee from scheduled banks. The bank guarantee in such cases shall be valid for at least six months. (BG Format attached as Annexure-J)

Forfeiture of EMD:

EMD by the tenderer will be forfeited as per tender documents if

- i) After opening the Tender, the Tenderer revokes his tender within the validity period or increases his earlier quoted rates.
- ii) If only, a part of the work included in the tender has been awarded to the tenderer and the tenderer refuses to take up the work the amount of Earnest Money to be forfeited will be based on the value of the contract so awarded.
- iii) 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 7 days after award of Contract.

General Terms related to EMD:

Earnest Money Deposit (EMD) will not carry any interest.

Earnest Money Deposit (EMD) of the successful tenderer will be retained as part of Security deposit. The Earnest Money Deposit (EMD) will be refunded to the unsuccessful tenderers within 15 days of acceptance of the award of work by successful tenderer / expiry of offer validity period.

Non Start of work within seven days of issue of LOA / WO or date indicated in LOA whichever is later will lead to forfeiture of EMD and may also attract the provision of “Suspension of Business dealings with Suppliers/Contractors”.

Security Deposit (SD):

The contractor whose tender has been accepted shall, within seven days of receipt of the notification of acceptance of his tender **or before start of work (whichever is earlier)**, deposit Security deposit @ 5 % of Contract value.

EMD of the successful tenderer shall be converted and adjusted towards the required amount of **Security deposit (SD):**

Modes of Deposit:

The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:

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

General Terms related to SD:

The security Deposit will not carry any interest.

Security Deposit shall be released to the contractor upon fulfilment of Contractual obligations as per terms of contract.

BHEL, shall not be responsible for any loss of securities due to liquidation or any other reason whatsoever or any depreciation in the value of the Securities while in their charge or for any loss of interest thereon. NOTE: Acceptance of Security Deposit against Sl. No. (iii),(iv) and (v) above will be subject to hypothecation or endorsement on the documents (Signature of the Branch Manager must be present) in favour of BHEL. However, 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.

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, from the interest arising there from or from any sums which may be due or may become due to the contractor payable by BHEL, on any account whatsoever against this contract of any other contract with BHEL and in the event of his Security Deposit being reduced by reason of such deductions or sale as aforesaid, the Contractor shall within seven days thereafter make good in cash or in securities endorsed as aforesaid, any sum or sums by which the security Deposit has been so reduced.

In case of an Award of a Contract and if the Contractor fails to perform or does not comply with the Performance Evaluation Criteria, the Security Deposit will not be refunded / Bank Guarantee encashed.

The claim period for Bank Guarantee shall be kept three months after the contract end date. Security Deposit has to be deposited within seven days of issue of LOA / WO or date indicated in LOA whichever is later.

“Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (SBI rate +6%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered from the bills along with the interest”

9. GOODS & SERVICE TAX (GST) REGISTRATION & COMPLIANCE

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

24% p.a) and all subsequent bills of the vendor will not be processed till filing of the GST return by the vendor

8. In case GST credit is denied to BHEL due to non-receipt or delayed receipt of goods and/ or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount claimed in the invoice shall be disallowed to the vendor.
9. Where any GST liability arising on BHEL under Reverse Charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the vendor.
10. Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contracts. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Tax Invoice will be issued by BHEL indicating the respective supply invoice number.
11. GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 – Central Tax dated 13.09.2018. GST TDS certificate which will be generated in GST portal subsequent to vendor accepting the TDS deduction in the GST portal, will be issued to the vendor.

10. ORDERS UNDER THE CONTRACT

All orders, notices etc. to be given under the contract shall be in writing, typescript or printed and if sent by registered post to the address given in the tender of the Contract, shall be deemed to have been served on the date, when in the ordinary course they would have been delivered to him. The Contractor shall carry out without delay all orders given to him.

11. CONTRACTOR'S SUPERVISION

1. The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to BHEL Officials.
2. 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.
3. The Contractor or his accredited agent shall attend when required without making any claim for doing so to the OFFICER-INCHARGE, to receive instructions.
4. The respective area HOD shall have full powers and without assigning any reason, requires 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.

12. PAYMENT TO EMPLOYEES ENGAGED BY CONTRACTOR

1. The Contractor shall remain liable for the payment of all wages and other payments in connection with the employees engaged by him and with regard to the work.
2. The Contractor shall comply with the applicable provisions of Payment of Wages Act-1936, Minimum Wages Act-1948, Employees' Liability Act-1938, Employees' Compensation Act-1923, Payment of Bonus, EPF and Miscellaneous Provisions Act-1952, Employees' State Insurance Act-1948 and other relevant Acts and rules framed, there under from time to time.

3. Contractor shall be responsible for making payment of wages within 7 days from the last day of wage period and shall obtain the signature at the end of entries in the wage register from area in-charge of contract operating department.
4. Contractor should ensure that at least the prevailing minimum wages, as per the rules of **State/Central Minimum wage**, which are applicable are paid to his employees only in their respective nationalized bank accounts by means of NEFT/ RTGS/ IMPS.
5. The contractor should remit the salary/wages of their workmen only through nationalized Bank, directly to the salary/savings account of the employee concerned. Monthly clearance will be given in respect of those contractors, only if the salary/wages to the workmen concerned has been remitted in the nationalized bank account of the workmen. The relevant Bank statement/proof for Bank payment should be produced along with PF and ESI challans every month.
6. No other mode of payment (hand payment / account transfer other than salary or any other) is acceptable as salary.
7. The contractor should pay the previous month salary in full to their employees before 7th of every month and will not adjust with any advance/ loan /training cost / accommodation cost / repayment due by the employee.
8. If the Contractor employs more than twenty employees, he has to obtain License to this effect from the Factory Inspectorate and renew the same periodically.
9. The Contractor should follow and comply with Minimum Wages, ESI, PF, Bonus, Group Insurance and other statutory regulations as stipulated in Factories Act and other applicable State / Central Governments' rules & regulations.
10. Each contract employees must have his own PF and ESI Codes and comply with the relevant Acts.
11. **"The contractor shall issue Employment Card in Form No.XIV to each Worker engaged by him within 3 days of the employment of the Worker as prescribed under Rule No.76 of the Contract Labour (Regulation & Abolition) Central Rules, 1971. The Card shall be maintained up-to-date and any change in the particulars shall be entered therein".**
12. ***"Payment of Gratuity under The Payment of Gratuity Act, 1972 and Retrenchment Compensation under The Industrial Disputes Act, 1947, wherever applicable, shall be the sole responsibility of the Contractor".***

13 PRECAUTIONS AGAINST RISK

The Contractor shall be responsible for providing at his own expense for all precautions to prevent loss or damage from any and all risks and to minimize the amount of any such loss or damage and for the necessary steps to be taken for the said purpose.

14 DAMAGE / LOSS TO PROPERTY & INJURY TO WORKMEN

The Contractor shall at his own expense reinstate and make good to the satisfaction of the respective area **HOD** 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 BHEL against all claims enforceable against

BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Employees Compensation Act or otherwise.

15 LAWS GOVERNING THE CONTRACT

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

16. CANCELLATION OF CONTRACT FOR CORRUPT ACTS

BHEL, whose decision shall be final and conclusive, shall without prejudice to any other right or remedy which shall have accrued, shall accrue thereafter to BHEL cancel the contract in any of the following cases and the Contractor shall be liable to make payment to BHEL for any loss or damage resulting from any such cancellation to the same extent as provided in the case of cancellation for default.

If the Contractor shall:

- 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 having borne to do any act, in relation to the obtaining or execution of this or any other contract for BHEL service,
OR
- b) enter into a contract or understanding with any person in 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) To obtain' a contract with BHEL as a result of ring tendering or by non-bonafide methods of competitive tendering, without first disclosing the fact in writing to BHEL.

17. CANCELLATION OF CONTRACT FOR INSOLVANCY ASSIGNMENT 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 Court shall make an order for the liquidation of its assets, 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, Sublets or attempts to assign, transfer or sublet any portion of the work.
- d) Whenever BHEL exercises the authority to cancel the contract under these conditions, BHEL may have the work done by any means at the Contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by the respective area **HOD**) being less than the contract cost, the advantage shall accrue to BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by the respective area **HOD** 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 BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the respective area **HOD** whose decision shall be final and conclusive.
- f) Labour engaged by the contractor should be disciplined & exhibit good behaviour in dealing with employees of BHEL. Any misbehaviour or undesirable conduct of any person engaged by the contractor is reported, contractor shall change that person immediately or else it may even lead to termination of the contract & in such case security deposit will be forfeited as penalty.

18. CANCELLATION OF CONTRACT IN PART OR FULL ON 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 the respective area **HOD** or his authorized representative:
- b) fails to comply with any of the terms & conditions of the contract or failure to comply orders after reasonable notice in writing with orders properly issued thereunder:
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 exercises the authority to cancel the contract as a whole or part under this condition, BHEL may complete the work at the contractor's risk and cost (as certified by the respective area **HOD** which is final and conclusive) being less than the contract cost, the advantage shall accrue to BHEL. If the cost exceeds the money due to the Contractor under this contract, the Contractor shall either pay the excess amount ordered by the respective area **HOD** or the same shall be recovered from the Contractor by other means. In case 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 BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the respective area **HOD** whose decision shall be final and conclusive.

19. TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR

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

20. 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 respective area **HOD** shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the foreclosing of the work.

21. RECOVERY FROM CONTRACTOR

Whenever under the contract, any sum of money, shall be recoverable from or payable by the Contractor, 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 unless the contractor pays the claim on demand.

22. 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.

23. REFUND OF SECURITY DEPOSIT

The Security Deposit may be refunded to the Contractor after completion of the contract provided, after the Contractor shall first have been paid the last and final bill and have rendered a "NO DEMAND CERTIFICATE".

24. 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, Earthquake 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 thereof neither of the parties shall by reason of such event be entitled to terminate this Contract or claim for damages against the other in respect of such non-performance or delay for such period. 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 may be granted for periods considered reasonable by the respective area **HOD** at his discretion subject to prompt notification by the contractor.

25. ARBITRATION

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

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

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

The cost of arbitration shall be borne as per the award of the Arbitrator. Subject to the arbitration in terms of Clause above, the Courts at **Bengaluru** (PI incorporate the name of the place where the Principal Civil Court having ordinary original civil jurisdiction to decide questions forming subject matter of the arbitration is located) shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.

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

In case of contract with Public Sector Enterprises (PSE) or a Government Department, the following shall be applicable

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred by either Party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the Parties to the dispute, provided, however, any Party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the Parties hereto finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

26. JURISDICTION:

In case of any suit or other legal proceedings arising under or relating to this Contract, the courts at **Bengaluru, Karnataka** only shall have the Jurisdiction and is only after exhausting the, Arbitration, Clause 25.

27. SECRACY OF CONFIDENTIAL INFORMATION:

The Contractor undertakes and agrees that he/it will not disclose or reveal in part or full the proprietary/confidential information, which terms shall mean and include patents, trademarks, service marks, registered designs, copyright, design rights, know-how, confidential information, trade and business names and any other similar protected information of BHEL received during negotiation or currency of the contract to any third party or governmental authorities without written permission from BHEL. In the event of termination or expiry of the contract, the contractor shall return all proprietary/confidential information to BHEL. This clause shall survive termination or expiry of the contract.

BHEL reserves the right to initiate appropriate action including legal proceeds / termination of contract, recovery of damages, penalties etc., if the contractor is found guilty / wrong usage of the documents given by BHEL for any unauthorised activity.

28. SIGNING OF CONTRACT

Each contract document shall be signed by the Contractor with his usual signature. Contract by partnership or Hindu Joint Family firm, may be signed in the FIRM'S name by the Managing Partner or

all /one of the Partners on behalf of the firm or the Karta or Manager for HUF as the case may be. Contract by a Company shall be signed with the name of the Company from a person authorised in this behalf and a Resolution or power of attorney or other satisfactory proof, showing that the person signing the Contract documents on behalf of the Company is duly authorised to do so, shall accompany the contract.

29. FRAUD PREVENTION POLICY

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

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

30. SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS / CONTRACTORS:

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

31. RISK PURCHASE:

a) In the event of any successful Tenderer’s failure to fulfil any of the tender / Contract obligations as per Contract / Agreement, BHEL may entrust the job to alternate vendor and get it completed to meet the BHEL requirement and additional expenditure, if any, including consequential cost viz., demurrage etc., will be fully recovered from the Contractor who failed to complete the job in line with the Contract.

b) The decision of BHEL with regard to the actual losses / consequential expenditure incurred by BHEL shall be final and binding on the Contractor.

The value under Risk purchase clause shall be calculates as follows:

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

Where,

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

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

H = Overhead Factor shall be taken as 5

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

*(Balance scope of work/ supply)

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

c) In case vendor fails to fulfil any of the tender / Contract obligations as per Contract / Agreement, contract shall be cancelled and SD shall be forfeited.

32. NOTICES OF ACCIDENTS

In the event of an accident the Contractor shall be required to fill injury report and submit to the Engineer in charge immediately and ensure compliance of ESI / Workmen's Compensation of accident as per the Act. The Contractor shall get the Contract personnel engaged by him insured under workmen's compensation policy from any Insurance company in India before actually starting the

work. The Insurance Coverage should be for the entire period of Contract. The Contractor shall comply with the provisions of the Workmen's Compensation Act 1923. (This should be read in connection with the provisions of ESI Act.)

33. DAMAGE / LOSS TO PROPERTY & INJURY TO WORKMEN

The Contractor shall at his own expense reinstate and make good to the satisfaction of the respective area **HOD** 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 BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Employees Compensation Act or otherwise.

“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:
 - a. In the event of death or **permanent disability** resulting from **Loss of both limbs:**
₹ 10, 00,000/- (₹ Ten Lakh)
 - b. In the event of **others permanent disability:** ₹7,00,000/- (₹ Seven Lakh)
- 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”

34. PREFERENCE TO MAKE IN INDIA

“For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if it is issued after this NIT but before finalization of contract / PO / WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and / or local content in respect of this procurement, same shall be applicable.

PART-I (TECHNO COMMERCIAL BID)**ANNEXURE-ID****SPECIAL TERMS & CONDITIONS OF CONTRACT****1. PARTICIPATION.**

The Parties who have been suspended or black listed or issued with "Show Cause Notice" by BHEL, EDN Bengaluru or any other BHEL Unit will not be allowed to participate in the Tender.

Other than the bidder, none of its group concerns or affiliates etc. shall participate in the tender either directly or indirectly through any other agency under same proprietor / common director(s) / common partner(s). The bidder should declare the same in the Tender. Even during the course of evaluation / finalization of Tender if it is found that some of the parties are not fulfilling the above clauses, BHEL will not consider them for further participation in the Tender.

2. EVALUATION CRITERIA:

a. Technical Bids of tenderers will be evaluated for the Pre-Qualification/Technical Eligibility Criteria on the basis of supporting documents and track record of the bidder.

b. Price Bids of only those tenderers who are found to meet the Pre-Qualification/Technical Eligibility Criteria will be opened. Price Bids will be opened with prior information to the eligible bidders to facilitate the presence of the bidders or their authorized representatives to witness the Price Bid opening.

3. CRITERIA FOR AWARD OF WORK:

1. The evaluation of offer for award of work shall be on the basis of "Total Cost to BHEL/ **Net Cash outflow to BHEL after taking into account applicable Taxes and Duties.**"

2. **The work will be awarded on Package Wise L1 basis.**

3. In case there are more than one L1 bidders, BHEL will invite fresh revised price bids from all such L1 bidders & ranking will be decided based on these revised bids. The new rates quoted should be lower than their previous L1 rates. In case if the revised bids submitted by L1 bidders is also same and none of the bidders are ready for further reduction in their rates, then L1 bidder will be selected based on draw of lots.

4. The quantity mentioned in BOQ / Price bid is tentative. BHEL reserves the right to increase or decrease the quantity during award of work or issue work order in phase manner as per requirement of BHEL.

4. METHOD OF EVALUATION OF PRICES**Priority / Ranking**

1. Net cash outflow to BHEL including all charges, incidentals etc., inclusive of Goods & Service tax.

5. RATE FINALIZATION

1. Lowest prices received against BHEL Tender need not be the acceptable to BHEL and in that case BHEL would not consider the same for award of Contract. BHEL would negotiate or re-float the Tender opened if L1 price is not the lowest acceptable price to BHEL inter-alia other reasons.

2. Tenderers are requested to give their best prices at the first instant itself.

3. In the event of the final L1 prices are not reasonable / acceptable to BHEL, BHEL may resort to short closure of this Tender.

6. FINALIZATION OF CONTRACT BY ADOPTING "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."

The business rules for Reverse Auction (RA) are as follows:

1. Procedure of Reverse Auctioning

- i. Price bids of all techno-commercially qualified bidders shall be opened.
- ii. Reverse Auction: The 'bid decrement' will be decided by BHEL.
- iii. The lowest bidder in sealed envelope price bid shall be shown as current L1 automatically by the system and no acceptance of that price is required. System shall have the provision to indicate this bid as current L1.
- iv. Bidders by offering a minimum bid decrement or the multiples thereof can displace a standing lowest bid and become "L1" and this continues as an iterative process. However, no bidder shall be allowed to lower its bid below the current L1 by more than 5 decrements at one go.
- v. After the completion of the reverse auction, the Closing Price shall be available for further processing.
- vi. Wherever the evaluation is done on total cost basis, after Reverse Auction, prices of individual line items shall be reduced on pro-rata basis.

2. Auction extension time:

If a bidder places a bid in the last 10 minutes of closing of the Reverse Auction and if that bid gets accepted, then the auction's duration shall get extended automatically for another 10 minutes, for the entire auction (i.e. for all the items in the auction), from the time that bid comes in. Please note that the auto-extension will take place only if a bid comes in those last 10 minutes and if that bid gets accepted as the lowest bid. If the bid does not get accepted as the lowest bid, the auto extension will not take place even if that bid might have come in the last 10 minutes. In case, there is no bid in the last 10 minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension.

However, bidders are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.

The above process will continue till completion of Reverse Auction.

Complaints/ Grievances, if any, regarding denial of service or any related issue should be given in writing thru e-mail/ fax to M/s. {Service provider} with a copy to BHEL within 15 minutes prior to initial closing time of Reverse Auction.

3. Lowest bid of a bidder:

In case the bidder submits more than one bid, the lowest bid at the end of Reverse Auction will be considered as the bidder's final offer to execute the work.

4. Unique user IDs shall be used by bidders during bidding process. All bids made from the Login ID given to the bidders will be deemed to have been made by the bidders/ bidders' company.

5. Post auction procedure: BHEL will proceed with the Lowest Bid in the Reverse Auction for further processing.

6. Any commercial/ technical loading shall be separately intimated to respective bidders prior to RA. The excel sheet provided in this regard shall cover all these aspects. Commercial/ technical loading if any, shall be added by the respective bidder in its price during Reverse Auction. Modalities of loading & de-loading shall be separately intimated to the bidders. The responsibility for correctness of total cost to BHEL shall lie with the bidders.

7. Reverse auction shall be conducted by BHEL (through M/s {Service Provider}), on pre-specified date, while the bidders shall be quoting from their own offices/ place of their choice. Internet connectivity shall have to be ensured by bidders themselves. During the RA process if a bidder is not able to bid and requests for extension of time by FAX/ email/ phone then time extension of additional 15 minutes will be given by the service provider provided such requests come before 5 minutes of auction closing time. However, only one such request per bidder can be entertained.

In order to ward-off contingent situation of connectivity failure bidders are requested to make all the necessary arrangements/ alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the reverse auction successfully. Failure of power or loss of connectivity at the premises of bidders during the Reverse auction cannot be the cause for not participating in the reverse auction. On account of this, the time for the auction cannot be extended and neither BHEL nor M/s. {Service provider} is responsible for such eventualities.

8. Proxy bids: Proxy bidding feature is a pro-bidder feature to safe guard the bidder's interest of any internet failure or to avoid last minute rush. The proxy feature allows bidders to place an automated bid in the system directly in an auction and bid without having to enter a new amount each time a competing bidder submits a new offer. The bid amount that a bidder enters is the minimum that the bidder is willing to offer. Here the software bids on behalf of the bidder. This obviates the need for the bidder participating in the bidding process until the proxy bid amount is decrement ally reached by other bidders. When proxy bid amount is reached, the bidder (who has submitted the proxy bid) has an option to start participating in the bidding process.

The proxy amount is the minimum amount that the bidder is willing to offer. During the course of bidding, the bidder cannot delete or change the amount of a proxy bid. Bids are submitted in decrements (decreasing bid amounts). The application automates proxy bidding by processing proxy bids automatically, according to the decrement that the auction originator originally established when creating the auction, submitting offers to the next bid decrement each time a competing bidder bids, regardless of the fact whether the competing bids are submitted as proxy or standard bids. However, it may please be noted that if a manual bid and proxy bid are submitted at the same instant manual bid will be recognized as the L1 at that instant. In case of more than one proxy bid, the system shall bid till it crosses the threshold value of 'each lowest proxy bid' and thereafter allow the competition to decide the final L1 price. Proxy bids are fed into the system directly by the respective bidders. As such this information is privy only to the respective bidder(s).

9. Bidders are advised to get fully trained and clear all their doubts such as refreshing of Screen, quantity being auctioned, tender value being auctioned etc. from M/s {Service provider}.

10. M/s. {Service provider}, shall arrange to demonstrate/ train the bidder or bidder's nominated person(s), without any cost to bidders. M/s. {Service provider}, shall also explain the bidders, all the business rules related to the Reverse Auction. Bidders are required to submit their acceptance to the terms/ conditions/ modalities before participating in the Reverse Auction in the process compliance form as enclosed. Without this, the bidder will not be eligible to participate in the event.

11. Successful bidder shall be required to submit the final prices (L1) in prescribed format for price breakup, quoted during the Reverse Auction, duly signed and stamped as token of acceptance without any new condition (other than those already agreed to before start of auction), after the completion of auction to M/s. {Service provider} besides BHEL within two working days of Auction without fail.

12. Any variation between the final bid value and that in the confirmatory signed price breakup document will be considered as tampering the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings (as available on www.bhel.com).

13. Bidders' bid during RA will be taken as an offer to execute the work/ supplies the item as per tender. Bids once made by the bidder, cannot be cancelled/ withdrawn and bidder shall be bound to execute the work as mentioned above at bidder's final bid price. Should bidder back out and not execute the contract as per the rates quoted, BHEL shall take action as per extant guidelines for suspension of business dealings (as available on www.bhel.com).

14. Bidders shall be able to view the following on their screen along with the necessary fields during Reverse Auction:

- a. Leading (Running Lowest) Bid in the Auction (only total price of package)
- b. Bid Placed by the bidder
- c. Start Price
- d. Decrement value
- e. Rank of their own bid during bidding as well as at the close of auction.

15. BHEL's decision on award of contract shall be final and binding on all the Bidders.

16. BHEL reserves the right to extend, reschedule or cancel the Reverse Auction process at any time, before ordering, without assigning any reason, with intimation to bidders.

17. BHEL shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause. In such cases, the decision of BHEL shall be binding on the bidders.

18. Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines for suspension of business dealings (as available on www.bhel.com), shall be initiated by BHEL

7. Splitting of contract:

The contract shall be divided amongst L1 bidder and the bidder accepting the arrived L1 price so counter offered as proposed below:

The proposed splitting is as follows:				
Sl No:	No. of vendors accepting L1 rates	% of Contract Value to be awarded to L1	% of Contract Value to be awarded to L2	% of Contract Value to be awarded to L3
Case-1	2	50%	30%	20%
Case-2	1	60%	40%	NA
Case-3	0	100%	NA	NA
<p>The arrived L1 price shall be counter offered to bidders in order of tender priority ie, L2, L3, ... till the counter offer is accepted. But H1 bidder will not be considered for counter offering. In case, none of the other bidders ie, L2, L3, who are offered L1 rates fail to accept, BHEL reserves the right to give entire business to L1 bidder or go for re-tendering. In case Non MSE bidder is L1 and MSE vendor / vendors offer price is / are within L1+ 15 %, preference will to given to MSE vendor (As per merit amongst MSE vendors) to enable them to get minimum 25 % of awarded value subject to acceptance of L1 rate.</p>				

ANNEXURES

PART-I (No Deviation certificate)

ANNEXURE-A

Note: The following Declaration to be typed on the contractor's Letter Head, duly signed & stamped and to be attached along with your Technical bid of the tender.

I/ We, M/s.have read and clearly understood all the Terms and conditions in Tender Schedule of "RATE CONTRACT FOR COLLECTION, TRANSPORTATION AND SAFE DELIVERY OF CONSIGNMENTS IN AND AROUND BANGALORE WITHIN 60 KMS FROM BHEL-EDN, BANGALORE FOR TWO YEARS DURING 2023-25.

" Tender Ref No: BHEL-EDN/ CCD/LTC-EDN/ NIC-06/22-23 /Date: 22.12.2022 and accordingly we 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-Electronics Division, Bengaluru or any other BHEL Unit or any PSU/ Government organization.*
- 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.*

(Contractor Signature with Seal)

ANNEXURE-B**Certificate by Chartered Accountant on letter head for MSME bidder**

This is to Certify that M/S
(hereinafter referred to as 'company') having its registered office at
.....is registered under Micro, Small and Medium Enterprises Development Act , 2006 (**MSMED Act, 2006**) having **Udyam Registration Number No:**.....
Category:, (Micro/Small/Medium). (Copy enclosed).

Further Verified from the Books of Accounts, the **investment and turnover** of enterprise for the latest audited financial year is as follows:

1. Investment in plant and machinery or equipment (i.e. all tangible assets other than land and building, furniture and fittings) calculated as specified by the Ministry of Micro Small and Medium Enterprises vide its notification No. S.O.2119 (E) Dated: 26.06.2020 is ₹.....Lacs.
2. Turnover of the enterprise calculated as specified by the Ministry of Micro Small and Medium Enterprises vide its notification No. S.O.2119 (E) Dated: 26.06.2020 is ₹.....Lacs.
3. The above investment in plant and machinery or equipment is within the permissible limit of ₹..... Lacs **and** Turnover is within the permissible limit of ₹..... Lacs applicable for..... Micro / Small / Medium (Strike off which is not applicable) Category under MSMED Act 2006.

Date:

(Signature)

Name –

Membership Number –

Seal of Chartered Accountant.

ANNEXURE-C**PART-I (Declaration)**

Note: The following Declaration to be typed on the contractor's Letter Head, duly signed & stamped and to be attached along with your Technical bid of the tender.

RATE CONTRACT FOR COLLECTION, TRANSPORTATION AND SAFE DELIVERY OF CONSIGNMENTS IN AND AROUND BANGALORE WITHIN 60 KMS FROM BHEL-EDN, BANGALORE FOR TWO YEARS DURING 2023-25.

Tender Ref No: BHEL-EDN/ CCD/LTC-EDN/ NIC-06/22-23 /Date: 22.12.2022

DECLARATION

I / We M/s. do hereby confirm the following points with ref to the above works, if ordered on us.

1. We do hereby confirm that we will pay (i) at least the minimum wages (minimum basic wages + minimum DA) to all the persons engaged (Un Skilled / Semi Skilled / Skilled /Supervisor category) by us in the above contract as per the Karnataka Government Minimum Wages & also as per any revisions made by the State Govt. from time to time and (ii) Additional Wages as per HR / BHEL circular ref: BHE: HR: W: EW dt 08.04.2014 and (iii) Bonus as per the Bonus Act-1965 along with Wage.
2. We will also pay ESI, PF (both Employer and Employee contributions) & Bonus amounts for total wages to be paid as mentioned in (i) & (ii) of point 1 and challans/ payment proof shall be produced along with invoices for all the respective persons engaged in the above contract.
3. The rates quoted against service charge in this tender will remain firm throughout the entire Contract period and no extra payment against service charges will be claimed from BHEL under any circumstances from our end.
4. We, the contractor, will disburse the salary/wages to all the persons engaged in the contract ONLY through nationalized banking channel in their respective accounts & the relevant Bank statement / proof for Bank payment will also be produced along with PF and ESI challans to the Welfare Section every month for processing our invoices for payment.
5. We will pay the previous month salary in full to our employees before 7th of every month and will not adjust with any advance/ loan /training cost / accommodation cost / repayment due by the employee to us.
6. All the payments to the persons engaged in the contract will be paid only through nationalized bank. No other mode of payment (hand payment / account transfer as advance payment or any other) is acceptable as salary.
7. In case we fail to pay the minimum wages to all the persons engaged in the contract which includes Minimum wages and Additional wages with ESI and PF (both Employee and Employer contributions) for every month including Bonus, BHEL has the right to recover from the outstanding payments to us either under this Contract or in any other Contract(s) or from Security Deposit or from both. In case this amount is insufficient for such recoveries, we shall make good the balance amount by actual payment. In addition, BHEL- Electronics Division, Bengaluru may recover the said amounts through other running contracts from BHEL's sister units.
8. We will obtain and submit Labour License (As applicable), PF and ESI Registration within 30 days from award of work.

(Contractor Signature with Seal)

ANNEXURE-D**A.EMD PAYMENT WIDE SBI-E COLLECT**

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

STEP BY STEP PROCEDURE TO REMIT EMD / SD AGAINST TENDER NOTIFICATION:

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

1. Select State Bank Collect available on the top (pre login page)
2. Accept the terms and conditions and click "PROCEED"
3. Select State of Corporation / Institution as "KARNATAKA "
4. Type of Corporate / Institution as "PSU-Public Sector undertaking "
4. Select PSU-Public Sector Undertaking Name as "BHARAT HEAVY ELECTRICALS LIMITED" and click "SUBMIT ".
5. In the next page, Select Payment Category as "OTHERS" and Sub Category as "EMD / SECURITY DEPOSIT" (As applicable), fill details correctly & click "SUBMIT".
6. If all details entered are correctly populated, click "CONFIRM "to proceed.
7. Make payment as per your convenience. (Options available are payment of fees through SBI Net Banking, State Bank ATM cum Debit Cards / Other Bank Debit / Credit Cards and through SBI Branches).
8. SAVE & Keep the copy of receipt for future reference.

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

(PLEASE CHECK THE STATUS BEFORE MAKING PAYMENT SECOND TIME)

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

A.1: EMD / SD amount may be remitted through NEFT/ RTGS to BHEL account as per following detail:

Name of Bank: State Bank of India
Branch: Chandra Layout Branch, Bangalore 40
IFSC code: SBIN0004051
Account Number: 31467498356
Account type: Current Account

Annexure – E**ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS TRANSFER**

To THE PURCHASE/CONTRACT EXECUTING AGENCY/BHEL

1	NAME & ADDRESS OF THE SUPPLIER / SUBCONTRACTOR	
2	VENDOR CODE assigned by BHEL	
	<u>Details of Bank Account:</u>	
3	NAME & ADDRESS OF THE BANK	
4	NAME OF THE BRANCH	
5	BRANCH CODE	
6	MICR CODE	
7	ACCOUNT NUMBER	
8	TYPE OF ACCOUNT	CURRENT A/C / OD / CASH CREDIT
9	BENEFICIERY'S NAME	
10	IFSC CODE OF THE BRANCH	
11	EMAIL ID	
12	TELEPHONE/MOBILE NO.	

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

AUTHORISED SIGNATORY WITH NAME SEAL

Banker's Certification

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

PLACE: (Manager / Officer's)

DATE: Signature Under Bank stamp and Name Seal with Membership No.
(Telephone / Mobile No. _____)

Forwarded to Accounts Dept. We confirm the above details are verified with the records available with us.

Signature of the BHEL Executive with Name Seal (Operating the Contract/Services)

ANNEXURE-F

LIST OF CONSORTIUM BANKS			
SL NO.	NATIONALIZED BANKS	SL NO.	PUBLIC SECTOR BANKS
1	STATE BANK OF INDIA	18	18 IDBI
2	ALLAHABAD BANK		
3	ANDHRA BANK	SL NO.	PRIVATE BANKS
4	BANK OF BARODA	19	AXIS BANK
5	CANARA BANK	20	HDFC
6	CORPORATION BANK	21	ICICI
7	CENTRAL BANK	22	THE FEDERAL BANK LIMITED
8	INDIAN BANK	23	KOTAK MAHINDRA BANK
9	INDIAN OVERSEAS BANK	24	INDUSIND BANK
10	ORIENTAL BANK OF COMMERCE	25	YES BANK
11	PUNJAB NATIONAL BANK		
12	PUNJAB & SINDH BANK	SL NO.	FOREIGN BANKS
13	SYNDICATE BANK	26	CITI BANK N.A
14	UCO BANK	27	DEUTSCHE BANK AG
15	UNION BANK OF INDIA	28	HSBC
16	UNITED BANK OF INDIA	29	STANDARD CHARTERED BANK
17	VIJAYA BANK	30	J P MORGAN

ANNEXURE-G

Solvency Certificate Format

[To be issued by scheduled Banks as mentioned below (for instance) not later than 6 months]

Ref:

Date:

This is to certify that M/s. _____ having their Registered Office at _____ is solvent to the extent of ₹_____ [Amount in Words _____] as disclosed by the information and record which are available with the bank.

This certificate is issued at the request of M/s. _____ for a Tender Purpose.

This certificate is issued without any risk/liability or responsibility whatsoever on the part of the Bank or any of its officers.

For Bank_____

Name of Signatory

ANNEXURE-II**PART-II (PRICE BID)(For Reference)**

SL NO	DESCRIPTION OF WORKS	VEHICLE TYPE	LOAD RANGE	UOM	Weightage for arriving L1 (%)(A)	UNIT RATE (B)	Value for arriving L1 (C=A*B)
A	SCHEDULE-A: Collection of materials from transporters godown, railways, local suppliers / any other places in & around Bangalore within 60 KM radius of BHEL-EDN, Bangalore against LR/RR/PO etc. & deliver to BHEL-EDN/ESD/ any other place within 60Km radius of BHEL_EDN , Bangalore & vice-versa, including loading & unloading.						
A.1	Collection (Including loading & Unloading) and Transportation from any place within 60Kms from BHEL-EDN, Bangalore to any place within 60Kms from BHEL-EDN, Bangalore.	Part Load	Up to 500Kg.	Trip	5%		
A.2	Collection (Including loading & Unloading) and Transportation from any place within 60Kms from BHEL-EDN, Bangalore to any place within 60Kms from BHEL-EDN, Bangalore in Small truck.	Small Truck	501Kg.- 1000 kg.	Trip	5%		
A.3	Collection (Including loading & Unloading) and Transportation from any place within 60Kms from BHEL-EDN, Bangalore to any place within 60Kms from BHEL-EDN, Bangalore in Mini Truck / Lorry.	Mini Truck / Lorry	1001Kg.- 3500kg.	Trip	5%		
A.4	Collection (Including loading & Unloading) and Transportation from any place within 60Kms from BHEL-EDN, Bangalore to any place within 60Kms from BHEL-EDN, Bangalore in 9MT LCV/ Lorry / Truck.	LCV / Lorry / Truck	3501Kg.- 9000kg.	Trip	25%		

B	SCHEDULE-B: Collection of materials, equipment and transportation from BHEL-EDN to BHEL-ESD/EPD and vice versa including loading and unloading						
SL NO	DESCRIPTION OF WORKS	VEHICLE TYPE	LOAD RANGE	UOM	Weightage for arriving L1 (%)(A)	UNIT RATE (B)	Value for arriving L1 (C=A*B)
B.1	Collection (Including loading & Unloading) and Transportation from BHEL-EDN, Bangalore to BHEL-ESD / EPD, Bangalore or vice versa in STL	Small Truck	Weight Up to 3500 Kg.	Trip	7.5%		
B.2	Collection (Including loading & Unloading) and Transportation from BHEL-EDN, Bangalore to BHEL-ESD / EPD, Bangalore or vice versa in MTL	LCV / Lorry / Truck	Weight up to 3500 Kg or dimensions up to length 14 Ft.	Trip	2.5%		
B.3	Collection (Including loading & Unloading) and Transportation from BHEL-EDN, Bangalore to BHEL-ESD / EPD, Bangalore or vice versa in FTL	Open Body Lorry / Truck	Weight up to 9000 Kg or dimensions up to Length 19 Ft.	Trip	40%		
C	SCHEDULE-C: Transportation of Space panel from BHEL-ESD, Bangalore to ISRO, Bangalore and vice versa including loading and unloading.						
C.1	Collection (Including loading & Unloading) and Transportation from BHEL-ESD, Bangalore to ISRO, Bangalore or vice versa in OBT	Open Body Truck	Weight up to 9000 Kg.	Trip	7.0%		
C.2	Collection (Including loading & Unloading) and Transportation from BHEL-ESD, Bangalore to ISRO, Bangalore and return to BHEL-ESD, Bangalore in OBT or vice versa.	Open Body Truck	Weight up to 9000 Kg.	Trip	3.0%		
	Total Value for arriving at L1 bidder						
	Goods and services Tax (GST) @.....%						
	Total Value including Goods and services Tax (GST)						
Note ; The Approx. business volume(%) shall be used for arriving at L1 vendor.							