



**Annexure - A**  
**General Instruction for the Bidders**

1. BHEL intends to hire 01 No of 52 Seater Staff Bus (Diesel) (fully built bus) on Open Tender Basis for deployment in transport pool to cater the day-to-day requirement of BHEL, Bhopal & CISF unit of BHEL, Bhopal. These vehicles shall be at the operational disposal of BHEL.

The contract will be for a period of 05 years from the date of deployment of vehicles. However, BHEL may extend period of contract further as per Works Policy 2016 on same terms and conditions of depending upon the performance and satisfactory services rendered.

2. Bidders are required to go through instructions carefully and complete all the formalities as required. In the event of furnishing false information/incomplete information, the offer(s) shall be rejected and no correspondence shall be entertained in this regard.
3. Bidders are required to submit the offer only in two separate parts (i) Technical Bid and (ii) Price Bid.
4. Information in respect of Technical Bid and Price bid are to be submitted in the prescribed proforma as per Annexure – C and Annexure – D respectively.
5. All the entries in technical bid and price bid should be clearly written in ink or typed and all the corrections are to be duly attested by the bidder. Bidders are also required to ensure that all the columns of Technical Bid and Price Bid are duly filled in.
6. A sum of Rs.77,842/- (Rupees Seventy-Seven Thousand Eight Hundred Forty-Two only) shall be deposited as Earnest Money Deposit along with the tender payable in the form of only Electronic mode in favour of BHEL payable at Bhopal. Otherwise selected amount for mentioned category. However, In case of non-submission of Earnest Money Deposit along with Technical Bid, the offer is liable to be rejected.

EMD can also be accepted in the form of 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) (ii) EMD amount in excess of ₹ 2 lakh (instead of ₹ 20 lakh in vogue Works Policy) may also be accepted in the form of BG.

**Mode of Deposit:** -The EMD may be accepted only in the following forms: -

- (i) Cash deposit as permissible under the extant Income Tax Act (before tender opening)
  - (ii) Electronic Fund Transfer credited in BHEL account (before tender opening)
  - (iii) Banker's cheque / Pay order / demand draft, in favour of BHEL (along with offer)
  - (iv) Fixed Deposit Receipt (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).
7. Tender Fees of Rs.1000/-+ GST Extra in favor of "Bharat Heavy Electricals Limited" payable online (procedure mentioned at BHEL webpage).
  8. Detailed information regarding bidding document or clarifications w.r.t tender if required can be obtained from Shri Kiran Mahajan, Dy.Manager (TSX- Tel 0755-2502422 / 9926407779), Email : [kmahajan@bhel.in](mailto:kmahajan@bhel.in)
  9. **PROCEDURE FOR SUBMISSION & OPENING OF BIDS**  
Bids (in Two parts bid system) should be submitted in NIC Portal, on or before the due date & time indicated in the Tender Notice.  
**NIC Portal ([eprocurebhel.co.in](http://eprocurebhel.co.in))**
  10. Due Date of Opening: As Per NIC Portal



Tender Enquiry No. : BP/HR- TSX/RF/E- 088

**Bharat Heavy Electricals Limited, Bhopal  
(Human Resource Management Department)**

**Hiring of 52 Seater Staff Bus (Diesel)**

**Minimum Qualification of the bidders:**

- a) Transport Contractors should have establishment /office within Municipal limits of Bhopal with landline telephone / Post-paid Mobile No.
- b) Transport Contractors, registered under MP shop & establishment act at Bhopal are eligible or shall have office at Bhopal within one months from the award of contract.
- c) Transport Contractors should have experience of minimum continuous one year period in last seven year period i.e. 01.01.2017 to 31.12.2023 of running at least one vehicle (Dzire Car, Dzire Tour, Hyundai Xcent, Toyota Etios, Tata Tigor, Skoda Rapid, Sunny Nissan, Tata Indigo ecs, Tata Indica, Mahindra Bolero, Mahindra Maxxi, Loading Pickup, Commander (Jeep), Tata Sumo, Mahindra Scorpio, Bus, Tavera, Innova as well as equivalent new model vehicles etc.) on full time basis in any Industrial Establishment/ office. The experience has to be for regular deployment of vehicles on day to day basis during the above mentioned period.
- d) All the Annexures of NIT shall be signed by the bidders if not signed, bid shall be cancelled. Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature (s) of person (s) signing the bid, otherwise shall be liable for rejection. They have to furnish the following documents in support of their requisite experience.
  - 1) A copy of duly signed work order(s) issued by the Industrial establishment / Office / Institutions/ hospital etc. clearly indicating WO ref, date, duration of work and the nature of work done.

OR

A copy of agreement signed between the bidder and organization mentioning the period of contract and number & type of above mentioned vehicles deployed against LOI / Work Order.
  - 2) Experience certificate from organization clearly mentioning the number & type of vehicles deployed and the period for which the vehicles were deployed besides mentioning that the services were found to be satisfactory during the entire contract period.

The work completion certificate should be verifiable and contact details of signing authority must be provided. In case BHEL desires to verify the document, responsibility lies with the bidder to get it verified to the full satisfaction of BHEL. Otherwise BHEL reserves the right to reject the tender and no claim or correspondence shall be entertained in this regard.
  - (3)
    - i) If bidder's is a partnership firm, the partnership should be in existence for the past minimum one year from the date of publication of this NIT and the firm must have done business in the name of the partnership firm for which experience is claimed in this tender.
    - ii) Transport Contractors should have minimum one vehicle any of the following type (Dzire Car, Dzire Tour, Hyundai Xcent, Toyota Etios, Tata Tigor, Skoda Rapid, Sunny Nissan, Tata Indigo ecs, Tata Indica, Mahindra Bolero, Bus, Mahindra Maxxi, Loading Pickup, Commander (Jeep), Tata Sumo, Mahindra Scorpio, Bus, Tavera, Innova as well as



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equivalent new model vehicles etc.) of not prior to 01.01.2016 model duly registered in their own name/firm/ partner's name. Holding power of attorney for vehicles will not suffice to be ownership. **After receiving the Work Order from the BHEL, vehicle to be deployed shall be brand new (show room) duly registered in their own name / firm / partner's name only and deploy the quoted vehicles (brand new) within one month from the date of award of work order.**

- (4) Contractor shall submit copy of work order of similar work completed in last 7 years ending last day of month previous to the one in which enquiry is invited.

Hiring of Bus on 24 hrs deployment on rate contract basis:-

- Three similar completed works of contract value not less than **Rs.3.11 Lakh / year.**

Or

- Two similar completed works of contract value not less than **Rs.3.89 Lakh / year.**

Or

- One similar completed works of contract value not less than **Rs.6.23 Lakh / year.**

- (5) "The offers of the bidders who are on the banned list and also the offer of the bidders, who engage the services of the banned firm, shall be rejected. The list of banned firms is available on BHEL website [www.bhel.com](http://www.bhel.com)".

**Financial PQC: -**

- i) Average annual financial turnover of the firm for last 3 Financial Years up to 31.03.2023 should be at least Rs.2.46 Lakh. In case bidder's existence is of 1 year only then the annual turnover of the bidder should be at least Rs.2.46 Lakh. Bidders to submit relevant documents like:
  - a) Any document certified by a Chartered Accountant /Cost Accountant showing turnover for the relevant period shall be uploaded with the bid. The documents submitted must be signed by the Chartered Accountant /Cost Accountant, bear his seal, Name, firm name, Membership No., FRN No., UDIN and the capacity in which he is signing (Proprietor/Partner) date and place of signing. In case Balance sheet and P& L statements are submitted the same must be signed by the owner also.

**Instruction to bidders: -**

- i) Transport Contractors should have PAN for deduction of TDS as per Income Tax Act.
- ii) Transport Contractors should have/applied for GST Number / GST Code for remittance of GST under the GST Act.
- ii) TDS: TAX Deduction at source TDS as per extant provisions of the GST and Income Tax Act shall be deducted from supplier/contractor bill.

**Special Terms & condition**

1. Experienced and resourceful operating Transport Contractors (with complete maintenance and comprehensive insurance) are invited to participate in the tender. The Fuel shall be provided by BHEL. The vehicle so provided by the successful bidder on operating contract basis to BHEL, should not be sub-contract to any third party.
2. **Requirement:** Bus purchased **brand new (show room)** duly registered in their own name/firm/ partner's name "52 Seater Bus (Diesel)" shall be deployed in BHEL Bhopal, on operating contract basis for a period of 05 years (60 months). The bus will be required to be equipped with the



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genuine accessories as are fitted/provided by the OEMs, if the same are not provided/ equipped by the bus manufacturers like extra wheel, Standard tool kit, seat cover, side mirror glass, steel guard, foot safety guard etc.

3. **Documentation:** Registration Certificate, Fitness Certificate, Road Permit, Comprehensive Insurance and other relevant documents etc. required for running the bus should bear names of Transport Contractors.
4. Release of rentals shall commence only after delivery of the bus with permanent registration number and all documents required driving the bus on road. The Transport Contractors shall submit RC, Insurance, Permit, Fitness & Invoice for purchase of the bus, etc.
5. **Fuel:** The fuel shall be provided by BHEL (Car Pool).
6. **Driver:** -The driver shall be provided by BHEL (Car Pool).
7. **Delivery:** Successful Transport Contractors shall ensure delivery of the bus within One month from the date of receipt of Work Order.
8. **Break-down Services:** In case the bus is immobilized on road due to malfunction/accident, the Transport Contractors shall arrange at the earliest for its service/repair as the case may be so that it does not cause any inconvenience to its user. During the break down / absence of bus the Transport Contractors should provide another bus.
9. **Repair and Maintenance:** All running repairs and maintenance (other than major accident) will be rectified immediately by the Transport Contractors at the sole risk, responsibility and cost of the Transport Contractors. Regarding major accident(s), it will be repaired by the Transport Contractors in bus manufacturer's authorized workshop at the cost and risk of the Transport Contractors, subject to insurance claim being admissible by the insurer as per IRDA norms. Settling claims with insurance company will be the sole responsibility of Transport Contractors. BHEL will have no liability in this regard. However, BHEL shall provide all necessary documentation as the beneficiary of the Insurance Policy.
10. **Monthly rentals:** Monthly rentals (GST Extra) will remain fixed during the entire contract period for of 5 years (60 Months).
11. **Other essential conditions will be as under:**
  - i) Replacement of tyres, tubes and battery, as and when required during the entire contract period of 5 years (60 Months) by the Transport Contractors.
12. **Agreement tenure & Contract period:** The Agreement for the bus on operating contract basis from the successful Transport Contractors will be valid for a period of 05 years (60 months) from the date of deployment of vehicles.
13. In case, rate happens to be identical, the evaluation criteria will be on the basis of the following order: -
  - i) Experience with BHEL in the field of deployment of vehicles by way of rendering satisfactory services.
  - ii) Experience with any other organization in the field of deployment of vehicles.



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- iii) Higher number of vehicles quoted for deployment.
  - iv) Turnover of last two years (Financial Year: 21-22 and 22-23) as per Balance Sheet / IT Return. A copy of the same is to be enclosed along with Tender documents.
- 14) BHEL reserves the right to reject any tender at any stage without assigning any reason thereof and no correspondence shall be entertained in this regard.
15. The Vehicle will be utilised by BHEL, Bhopal & CISF unit of BHEL, Bhopal for plying in Township/adjoining areas generally within the municipal limits of Bhopal and sometimes outside Bhopal also (within MP). In case bus is required to go outside Bhopal permit will be arranging by the Transport Contractors.

**16. General Terms & conditions**

- 01. The name of tenderer with full official address and Post Paid Mobile/Landline phone number(s) should be furnished. In case of partnership firm, the name and addresses of all the partners together with a certified copy of the partnership deed shall be furnished along with the tender. All parties have to sign the tender document unless signed by the power of Attorney holder. In the later case, copy of the power of Attorney duly attested by a Gazetted officer must accompany the tender.
- 02. Belated and revised offers after opening of the Technical Bid will not be considered.
- 03. BHEL reserves the right to negotiate for reduction in rates/ terms of offer or invite fresh tender.
- 04. If a tenderer withdraws his offer after submission of the tender or after Award of Work fails to deploy the required numbers of vehicles, BHEL reserves the right to forfeit the Earnest Money so deposited and terminate the contract.
- 05. This tender document shall be deemed to form an integral part of the contract to be entered into for this work.
- 06. BHEL Bhopal reserves the rights to have parallel contract with any number of Transport Contractors.
- 07. Rate of the tenders should remain valid for acceptance for a minimum period of ninety (90) days from the date of opening of the Technical Bid for placing the Work Order. The rates quoted should be firm for a period for full contract period from the date of acceptance of the tender.

**17. COMMERCIAL TERMS & CONDITIONS**

- 1 **Payment Terms:** Payment shall be released normally, within 60 days, (45 days for MSE) from receipt of services subject to submission of the bills (Measurement book). All payments shall be released through electronic-pay mode only.
- 2 **Insurance:** BHEL will have no liability on insurance related claims on account of damage to the bus during use subject to insurance claim being admissible by the insurer as per IRDA norms.
- 3 **Liabilities:** Liability that may arise on account of certain events/conditions on Transport Contractors:



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3.1 **BHEL Liability on Theft or Total Loss of vehicle:** In the event a bus is stolen or damaged beyond repair, its replacement with suitable vehicle of the same Make/Model is to be provided by the Transport Contractors with immediate effect. BHEL work should not be suffered on account of not availability of bus

3.2 Liability on account of Third Party Claims: Handling of all legal liabilities/ claims arising out of third party claims shall be the responsibility of the Transport Contractors.

4. **Foreclosure / Termination:** Due to non-satisfactory performance, BHEL reserves the right to short close/terminate the contract any time prior to the expiry of contract period at its sole discretion.

5. **Delivery:** The vehicle at the place where it was originally delivered in good order and condition, except for normal wear and tear.

6. **Keys & Accessories:** Keys (Set of 2 Keys) of the vehicle and accessories fitted as original equipment on the vehicle.

**18. PENALTY:**

(i) In the event of any delay in delivery of the vehicle a penalty @ 0.5 % per week or part thereof subject to a maximum of 10% of the total contract rent for entire contract period for the vehicle, the delivery of which is delayed, shall be levied on the contractor for vehicle not delivered in time as per Delivery schedule.

(ii) In case of non-operating the provided Bus more than 02 hours of immobilized/breakdown of contracted vehicle on road due to malfunction/accident, BHEL reserves right to impose a penalty of Rs500/- per day. BHEL decision on this regard shall be final and binding.

19. in case of misbehaviour, disobedience, dishonesty, clandestine insolvency, any court order, non-sanction of road permit or any other related activities on their part or their failure to fulfil the terms and conditions of this agreement, this contract may be terminated at any time without paying compensation whatsoever to the Contractor

20. A sum of Rs.77,842/- (Rupees Seventy-Seven Thousand Eight Hundred Forty-Two only) shall be deposited as Earnest Money Deposit along with the tender, payable in the form of On Line Electronic Mode in favour of BHEL payable at Bhopal.

21. Earnest Money Deposit will be refunded to unsuccessful bidders after acceptance of award of work by the successful tenderers. Earnest Money Deposit of the successful bidders shall be converted and adjusted against the Security Deposit as part payment of work order. Earnest Money Deposit shall not carry any interest.

**22. Security Deposit**

1) The successful tenderers will have to make Security Deposit equivalent to 5% of the contract value as per Works Policy 2016 of BHEL.



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- 2) The Security Deposit as mentioned at para 8.22 of Works Policy, will be deposited in any one of the following forms:
  - i) Electronic Mode in favour of BHEL.
  - ii) Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc.  
(Certificate should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back)
  - iii) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have approval of BHEL.
  - iv) Fixed Deposit Receipt issued by Scheduled Banks/Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.
  - v) Security Deposit can also be recovered at the rate of 10% from the running bills. However in such cases 50% of the Security Deposit should be deposited before the start of the work and the balance 50% may be recovered from the running bills.
  - vi) EMD of the successful tenderer shall be converted and adjusted against the Security Deposit.
  - vii) Security Deposit shall not carry any interest.

**Note:** Acceptance of Security Deposit against Sl. No. (iv) and (vi) above will be subject to hypothecation or endorsement on the documents 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.

23. **Timely submission of Performance Security for execution of the contract:** -"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 (Repo rate + 4%) 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 as per terms defined in NIT I contract, from the bills along with due interest "
24. **REVERSE AUCTION**  
"BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on [www.bhel.com](http://www.bhel.com) &/ or on NIC Portal ) 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 price bid along with applicable loading, if any, shall be considered for ranking.
25. The successful tenderers shall produce Registration Certificate, Taxi Permit, Insurance coverage, Fitness Certificate etc. of the vehicle in original in respect of the vehicles under contract to get the veracity of the submitted copies authenticated prior to award of contract and subsequently on a monthly basis with the bills to ascertain its continuance.
26. **Contract Duration:** -The contract will be for a maximum period of 05 years (60 months) from the date of deployment of vehicles. BHEL may extend period of contract further subject to maximum of Three Months on same terms and conditions of depending upon the performance and satisfactory services rendered.
27. **Termination clause:** Due to non-satisfactory performance, BHEL reserves the right to short close/terminate the contract any time prior to the expiry of contract period at its sole discretion.



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BHEL reserves the right to accept the offers in part or in full, cancel the Tender enquiry or close the contract without assigning any reason.

BHEL reserves to short close the contract at its discretion at any point of time without assigning any reason thereof.

28. BHEL reserves the right for reduction in number of vehicles in the contract at its discretion at any point of time without assigning any reason thereof.

29. **Payment terms:** - Monthly bills will be made. Contractor will submit the bills (in duplicate) on monthly basis, which will be dully verified, checked and passed by HR-TSX and forwarded to Finance Department for releasing payment to the party.  
Payment shall be released normally, within 60 days, (45 days for MSE) from receipt of services subject to submission of the bills (Measurement book). All payments shall be released through electronic-pay mode only.

**Benefits earmarked for Micro & Small Enterprises (MSEs):**

- i) MSE Vendors are exempted from payment of EMD and tender fee.
- ii) Purchase Preference – Subject to meeting terms and conditions stated in the tender document including but not limiting to prequalification criteria, twenty-five percent of the total quantity of the tender is earmarked for MSEs. Where the tendered quantity can be split, MSEs quoting a price within a price band of L1 + 15 percent shall be allowed to supply up to 25 percent of total tendered quantity provided they match L1 price. In case the tendered quantity cannot be split, MSE shall be allowed to supply total tendered quantity provided their quoted price is within a price band of L1 + 15 percent and they match the L1 price. In case of more than one such MSEs are in the price band of L1 + 15% and matches the L1 price, the supply may be shared proportionately.
- iii) MSE suppliers can avail the intended benefits only if they submit UDYAM Certificate along with the offer.

30. The total hiring charges payable will be rounded off to the nearest full rupee value. Income Tax / GST shall be deducted at source as applicable under relevant Act / Law.

31. **GST Clause:-**

1. Whenever bidders are required to supply services at project site Party has to submit GST registration no. of the State in which project site is located along with copy of registration certificate at the time of submission of Bid. In case the same is not available at the time of submission of bid, the contractor has to give an undertaking that the same will be arranged before award of work order.
2. HSN Code/SAC, rate of tax under GST and applicable GST (IGST, CGST/ SGST/ UTGST) and GSTIN shall be clearly mentioned by the Bidder.
3. GST portion of the invoice shall be released only upon: -
  - a) All invoices raised by contractor/ vendors must be GST compliant Tax invoices as per GST invoice rules.
  - b) Contractor declaring such invoice in his GSTR-1 or any modified return as notified by Government
  - c) Receipt of goods/ services and Tax invoice by BHEL and
  - d) Confirmation of payment of GST thereon by contractor on GSTN portal





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- e) Contractor has to give an undertaking to BHEL that they have declared invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL.

Payment to Contractor for GST portion will be released only after completion of above activity and on availment of ITC by BHEL.

4. In case GST credit is delayed/ denied to BHEL due to **non / delayed receipt of services/ goods and /or tax invoice** or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from the contractor along with interest levied/ leviable on BHEL.

**5. Reverse Charge under GST**

- A. In respect of services, reverse charge liability shall arise at the earliest of date of payment to service provider or 60 days from the date of issue of invoice by service provider. Contractor has to submit bill for payment within 30 days from date of invoice. Any interest or penalty implications attributable to the contractor shall be recovered from them.

- B. Any GST liability arising on BHEL under reverse charge before actual receipt of goods and / or invoice thereof would be subject to recovery of interest leviable for the period between the date of such liability and actual date of eligibility of ITC based on receipt of goods, receipt of invoices and other condition specified in GST Law.

**6. Liquidated Damage / penalty**

Liquidated damage (LD) is applicable on the contractors in case of default or Breach done by contractors. BHEL reserve right to recover Liquidated Damaged separately from the contractors apart from penalty clause and contractors shall abide the condition of LD clause.

**32. CONCILIATION CLAUSE FOR CONDUCTING CONCILIATION PROCEEDINGS UNDER THE BHEL CONCILIATION SCHEME, 2018**

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

**33. ARBITRATION CLAUSE**

**ARBITRATION & CONCILIATION**

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

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



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

Subject to the arbitration in terms of Clause 32 above, the Courts at Bhopal shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.

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

In case of Contract with public sector enterprise (PSE) or a Government Department, shall be applicable:

In the event of any dispute or difference relating 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 references 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."

34. **Breach of contract, Remedies and Termination:** - In case of breach of contract, wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is atleast 10% of the contract value, the same be encashed. In case the value of the security instruments available is less than 10% of the contract value, the balance amount be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, etc. with BHEL) or legal remedies be pursued. Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.

35. **SETTLEMENT OF DISPUTES**

- a) Except as otherwise specifically provided in the Order/Contract, all disputes concerning questions of the facts arising under the Order/Contract, shall be decided by the Purchaser, subject to written appeal by the Bidder to the Purchaser, whose decision shall be final to the parties hereto.
- b) Any disputes or differences shall be to the extent possible settled amicably between the parties hereto, failing which the disputed issues shall be settled through arbitration.
- c) However, the Bidder shall continue to perform the Order/Contract, pending settlement of dispute(s).

In the case of any suit or other legal proceedings arising under or relating to this contract, the courts at Bhopal shall only have jurisdiction.

36. **Force Majeure clause:** - Force Majeure Notwithstanding anything contained in the contract, neither BHEL nor the contractor shall be held responsible for total or partial non-execution of any of the contractual obligations should the obligation become unreasonably onerous or impossible due to occurrence of a ' Force Majeure' which directly affects the obligations to be performed by the BHEL or the contractor ; Such events include war, military operations of any nature , blockages, revolutions, riots, civil commotions, insurgency, sabotage, act of public enemy , fire explosion, epidemics, quarantine restriction, floods, earthquake, or act of the God, restriction by Govt. authorities; over which the BHEL or the contractor has no control . The party claiming to be



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affected by force majeure shall notify the other party in writing without delay, within two weeks from the occurrence of such situation and on the cessation thereof. Extension of time sought by the contractor along with supporting evidence and so granted by BHEL for the work affected, if any, shall not be construed as waiver in respect of remaining execution. Rescheduling of execution on account of Force Majeure conditions, if so agreed by BHEL, will not entail the contractor to claim any increase in the price on whatsoever account. Notwithstanding above provisions, BHEL shall reserve the right to cancel the contract, wholly or partly, in order to meet the overall project schedule and make alternative arrangements. If deemed necessary, BHEL may takeover partly processed work at a mutually agreed price.

**37. COMPENSATION IN CASE OF DEATH OR PERMANENT INCAPACITATION**

BHEL shall recover the amount of Compensation to be paid to victim(s) by BHEL towards loss of life in case of death or permanent disability/ incapacitation of person due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below. (as per BHEL corporate circular no – 016/WLX/2018, Dt: 10.09.2018)

- 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, servicing, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works/ during working at BHEL Units/ offices/ townships and premises/ Project sites.
- c) Compensation in respect of each of the victims:
  - i. In the event of death or permanent disability resulting from loss of both limbs: Rs. 10,00,000/- (Rs. Ten Lakh)
  - ii. In the event of other permanent disability: Rs. 7,00,000/- (Rs. Seven Lakh)
- d) Permanent disability is classified as a permanent total disablement under the provision to section 2(l) of the employee's compensation act 1923.

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**FORM NO: HR-TSX/RF/E-088**

**Annexure - C**

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**TECHNICAL BID**

**[To be kept in the envelope marked 'Technical Bid' along  
with Demand Draft(s) for Earnest Deposit Money ]**

1. Name of the Firm / Party :
2. Address of the registered office \_\_\_\_\_  
\_\_\_\_\_
3. Name of the contact person(s) \_\_\_\_\_
4. Contact Nos.: \_\_\_\_\_  
Telephone Nos. ....  
Mobile Nos. ....  
Fax No., if any .....

5. Nature of firm/concern: \_\_\_\_\_  
(Proprietor/Partnership/Private Ltd./Public Ltd.)

**Note:** In case of Partnership concern, please enclose photocopies of the Partnership Deed. Copy of the resolution of the Partnership also to be enclosed wherever necessary.

**6. Names & Address of Partners/Proprietors/Directors**

Name	Address
i) Shri/Smt. _____ S/W/o _____	_____ _____ _____
ii) Shri/Smt. _____ S/W/o _____	_____ _____ _____
iii) Shri/Smt. _____ S/W/o _____	_____ _____ _____

7. Name of the person(s)& designation authorised for signing the contract/ dealing with BHEL:  
\_\_\_\_\_

8. Whether the tenderer is registered as Tour and travel operator: Yes / No

[if yes, please enclose Xerox copy of the same.]



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9. Whether the tender is registered with Provident Fund Commissioner OR have obtained exemption certificate from Provident Fund Commission for not being covered under the relevant Act. : Yes/ No

[If yes, please enclose Xerox copy of the relevant certificate]

10. Please indicate your PAN for deduction of TDS under Income Tax Act. \_\_\_\_\_  
[Please enclose Xerox copy of the PAN card].

11. A copy of Profit & Loss, Trading Account & Balance Sheet of Financial Years i.e. 20-21, 21-22 and 22-23 is to be enclosed along with tender documents.

12. GST Number/GST Code and Accounting code

\_\_\_\_\_  
(Please attach copy of the relevant document)

13.0 Whether tenderer is having any relative working in BHEL: Yes /No

13.1 If yes, please give details

a) Name : \_\_\_\_\_ b) Staff No. : \_\_\_\_\_

c) Designation : \_\_\_\_\_ c) Department : \_\_\_\_\_

14. Details of Earnest Money Deposit:

Demand Draft No. ....dated ..... for Rs. -----/- (Rupees -----  
-----only) issued by \_\_\_\_\_

(Name of issuing Bank)

15. **Declaration:** - I/ We....., have gone through the Terms and Condition of Tender No. BP/HR-TSX/RF/E-088 and undertake to accept the same in totality and agree to deploy vehicles within a month from the date of award of the contract.

**Place :**

**(Signature with Seal)**

**Date :**

**Note :** All above information should be supported by relevant documents as applicable.

**CERTIFICATE FOR REPAIR / MAINTENANCE OF BUS**

We confirm that repair & maintenance of the bus would be provided by us through the authorized agencies:

The successful bidder shall have to adhere service and maintenance schedule of OEMs of the supplied vehicles.

**Signature of the Contractor (with seal)**

**CERTIFICATE FOR REPAIR / MAINTENANCE OF BUS**

We confirm repair & maintenance of the Bus would be provided by us through the following authorized agency on cashless transaction basis:

S.No.	Type	Name of Agency / Location	Contact Person / Phone No.
1.	52 Seater Bus		

- Add more rows for indicating different Agencies in different locations

The successful bidder shall have to adhere service and maintenance schedule of OEMs of the supplied vehicles.

**Signature of the Contractor (with seal)**

**NEFT Format**

<b>Beneficiary Name</b>	
<b>Beneficiary Bank Name</b>	
<b>Beneficiary Bank address</b>	
<b>IFSC CODE of the bank</b>	
<b>Beneficiary Account Number</b>	
<b>Email ID</b>	
<b>PAN</b>	

**Enclosed:** A photocopy/cancelled copy of one leaf from my cheque book for the codes required above.

I hereby confirm that the above mentioned particulars are in order. To facilitate NEFT credits, I will inform BHEL in case of any changes in the Bank Particulars at a future date.

Thanking you,

Yours sincerely.

Signature:

Name:

Company Seal:

Date: