

	Bharat Heavy Electricals Limited Industrial Valves Plant Goindwal Sahib (Punjab)	Enquiry No. 2627-WC-05
		Date: 07.10.2026

NOTICE INVITING TENDER (NIT)

Dear Sir / Madam,

BHEL Goindwal Sahib (Punjab) invites offers from interested bidders / suppliers for submission of their offer through e-procurement mode at <https://eprocurebhel.co.in/>. Offers in any other mode will not be accepted. In case of any difficulty faced while registering on BHEL's e-Procurement portal developed by NIC, queries may be addressed to 0120-4001002, 0120-4001005 and 0120-6277787; email: support-eproc@nic.in. These details are also available on 'Contact Us' page of the portal.

Tender Enquiry No.	2627-WC-05
Tender Enquiry Date	07.10.2026
Form of Contract	Service
Type of Tender Enquiry	Open Tender
Tender / Item Description/Scope of Work	Hiring of Hydraulic Crane(s) for Loading of Steel Cargo Containers on Rate Contract basis
Validity of offer	60 Days from the date of tender opening
Contract Period	The above contract shall remain valid for the period of one year from start of contract date.
Location(s) of Supply / Work	Address is as follows: 433, Industrial Complex BHEL Industrial Valves Plant Goindwal Sahib Tarn Taran Punjab 143422 Contact Person Details: Sh. Achin Goyal Manager/Commercial Mobile No. 9463697600
Earnest Money Deposit (EMD)	Not applicable
Security Deposit	Not applicable
Reverse Auction	Not applicable
Tender Download / Bid Submission Start Date	07.10.2026 (15:30 Hrs. IST)
Tender Download / Bid Submission End Date	13.10.2026 (12:00 Hrs. IST)
Tender / Bid Opening Date	13.10.2026 (15:30 Hrs. IST)
Quotation Parts	Two Part Bid

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Integrity Pact (IP)	Not applicable
Contact Person Details for tender details	Sh. Amanpreet Singh, Manager 01859-224 617, amanpreet@bhel.in OR Sh. Rajesh Kumar, Sr. Manager 01859-224 618, kumarrajesh@bhel.in



SCOPE OF WORK AND SPECIAL TERMS AND CONDITIONS

Tender Enquiry No. 2627-WC-05 Dated 07.10.2026 **Due date 13.10.2026**

Tender Description: Hiring of Hydraulic Crane(s) for Loading of Steel Cargo Containers on Rate Contract basis

SCOPE OF WORK AND SPECIAL CONDITIONS OF CONTRACT

1. SCOPE OF WORK

The scope of work includes loading of standard steel cargo containers of size 20 ft × 8 ft × 8.5 ft from ground level onto trailer vehicles within BHEL Goindwal Sahib premises.

Container Gross Weight: 23 MT

The loading operation may be carried out using either of the following arrangements:

a) Single Crane Lifting

- One hydraulic crane having a minimum Safe Working Load (SWL) of 23 MT at the intended lifting radius.

OR

b) Tandem Lifting

- Two hydraulic cranes operating simultaneously (tandem lifting), each having a minimum Safe Working Load (SWL) of 12 MT at the intended lifting radius.

The contractor shall assess the lifting arrangement and deploy suitable crane(s) considering the container weight, lifting radius, boom length, site conditions, ground conditions, and applicable safe working load requirements. Selection of the lifting method shall be the sole responsibility of the contractor and shall comply with all applicable safety standards and statutory requirements.

The detailed scope of work includes, but is not limited to:

- Deployment of hydraulic crane(s) of required capacity.
- Provision of qualified operator and minimum one helper/rigger for each crane deployed.
- Arrangement of chain slings, D-shackles, spreaders (if required), and all other lifting accessories necessary for safe execution of the lifting operation.
- Provision of diesel/fuel required for crane operation.
- Positioning, lifting, loading, and placement of the container onto the trailer as directed by BHEL.
- Compliance with all applicable statutory, safety, and operational requirements during execution of the work.

2. CONTRACT PERIOD

The contract shall be valid for period of one year from the date of award of contract. The contract may be extended further on mutually agreed terms and conditions.

3. JOB INTIMATION AND DEPLOYMENT

BHEL shall normally intimate the contractor at least one day in advance regarding loading requirements.

The contractor shall deploy the required crane(s) within two (02) days of such intimation. Failure to deploy within the stipulated period shall attract a penalty of Rs. 1,700 per day, subject to a maximum of 50% of the job/order value.

4. QUANTITY

Number of times crane deployment required: Tentative 16 turns (as intimated by BHEL for each deployment).

5. RATES

- a) The quoted rate shall be for deployment of Crane(s) for loading of one container in a day. The rates shall include all costs associated with execution of the work, including crane operation, manpower, fuel, lifting accessories, statutory compliances, and overheads.
- b) Total number of containers to be loaded in one turn will be intimated to the contractor. Fixed charges of Rs. 5000/- shall be paid for loading of each additional container.
- c) The rate shall remain firm and fixed throughout the contract period.

6. WORK EXECUTION

- a) The contractor shall execute the work strictly as per the instructions of BHEL's authorized representative.
- b) The contractor shall ensure proper positioning and loading of containers in accordance with established safety standards and good engineering practices.
- c) The work shall not be subcontracted.
- d) After completion of the job, the contractor shall obtain clearance from the concerned BHEL supervisor.
- e) In case the planned containers are not loaded in one day due to reasons attributable to BHEL, then night holding charges of Rs. 5000/- shall be paid.
- f) Payment shall also be permissible in case work is not executed due to reasons not attributable to the service provider. This amount shall be equal to loading of one container in a day.

7. MANPOWER AND STATUTORY COMPLIANCE

The contractor shall provide adequate personnel required for safe and efficient execution of the work.

All personnel, equipment, and operations shall comply with applicable statutory requirements, including but not limited to the Factories Act, Motor Vehicles Act, and other relevant labour and safety regulations.

Drivers and helpers engaged under this contract shall not be permitted to stay inside BHEL premises after completion of assigned work.

8. LIABILITY FOR DAMAGES

- a) The contractor shall be fully responsible for safety of personnel deployed by him.
- b) Any loss or damage caused to BHEL materials, equipment, installations, property, vehicles, or third-party property due to negligence, unsafe practices, or improper handling by the contractor or his personnel shall be recovered from the contractor. The extent of such damage shall be assessed by BHEL and shall be binding on the contractor.

OTHER TENDER TERMS AND CONDITIONS

PRE-QUALIFICATION REQUIREMENTS

The bidder shall submit documentary evidence in support of the following:

1. Registration Particulars

- a) Permanent Account Number (PAN)
- b) GST Registration Certificate (if applicable)

2. Ownership of Hydraulic Crane

The bidder shall own at least one hydraulic crane having minimum capacity of 12 MT or above.

As proof of ownership, the bidder shall submit a copy of the Registration Certificate (RC) or Invoice of the hydraulic crane.

REVERSE AUCTION

Reverse auction will NOT be conducted in this tender enquiry.

VALIDITY OF OFFERS

The offers shall be kept valid for 60 days from the actual date of techno-commercial bid (Part I) opening.

PRICE BASIS

Unit rate to be quoted for Deployment of crane for loading of one container in one turn. The rates shall include all costs associated with execution of the work, including crane operation, manpower, fuel, lifting accessories, statutory compliances, and overheads.

Note: Total number of containers to be loaded in one turn will be intimated to the contractor. Fixed charges of Rs. 5000/- shall be paid for loading of each additional

container in a turn being executed. (Number of additional containers to be loaded in contract period shall be around 14 nos. amounting to total containers to be loaded around 30 nos.)

KEY POINTS FOR SUPPLY / WORKS / SERVICE INVOICES IN SUVIDHA FOR SUPPLIER/CONTRACTOR

SUVIDHA Portal (<https://suvidha.bhel.in/suvidha/>)

1. Registration of all supply / works / service invoices, irrespective of the invoice amount, is mandatory in SUVIDHA.
2. For net invoice amount exceeding ₹5 lakhs (including taxes):
 - Upload of Class 3 Digitally Signed Tax Invoice is mandatory.
 - All other documents as per the PO checklist must also be uploaded.
 - However, if any other digitally signed document is specified in the PO checklist, then Class 3 Digitally Signed document is mandatory for uploading
3. For net invoice amount up to ₹5 lakhs (including taxes):
 - Upload of all documents as per the PO checklist is mandatory.
 - All Documents can be uploaded without a digital signature.
 - However, if a digitally signed document is specified in the PO checklist but a non-digitally signed version is uploaded, the hard copy must be submitted.

GRIEVANCE REDRESSAL MECHANISM

To promote transparency and ensure fair treatment of all bidders, a structured Grievance Redressal Mechanism is in place to address any concerns or issues arising during the tendering process or in subsequent business dealings with the company.

Suppliers/Contractors are requested to follow the below escalation process for grievance resolution:

1. First Level: Any grievance should initially be addressed to the designated Dealing Officer, whose contact details are provided in the Notice Inviting Tender (NIT)/Contract.
2. Second Level: If the issue remains unresolved, it may be escalated by lodging a formal grievance through the SUVIDHA Portal: <https://suvidha.bhel.in/suvidha/>. Responses will be provided in accordance with the defined escalation matrix.

PAYMENT THROUGH TReDS PLATFORM (MANDATORY)

All MSME payments for Goods or Services to be mandatorily settled through TReDS. A MSME Gazette Notification dated 30-06-2026 Vide D.O.No.DPE-7(4)/2007-Fin dated 03-07-2026, Gazette Notification S.O. 3507(E) dated 30-06-2026 of Ministry of Micro, Small and Medium Enterprises (MSMEs) mandating the use of Trade Receivables Discounting System (TReDS) as a transaction settlement platform by the Central Public Sector Enterprises (CPSEs).



HSE REQUIREMENTS TO BE FULFILLED BY CONTRACTOR

Tender Enquiry No. 2627-WC-05 Dated 07.10.2026 **Due date 13.10.2026**
Tender Description: **Hiring of Hydraulic Crane(s) for Loading of Steel Cargo Containers on Rate Contract basis**

HSE REQUIREMENTS TO BE FULFILLED BY CONTRACTOR

1. Statutory Documents for Hydraulic Crane

The contractor shall ensure that each hydraulic crane deployed under the contract possesses valid statutory documents, including but not limited to:

- Registration Certificate (RC) / Invoice.
- Valid Insurance Certificate.
- Valid Pollution Under Control (PUC) Certificate.
- Valid Healthiness / Load Test Certificate issued by a competent/authorized Third-Party Inspection Agency
- Any other document required under applicable statutory regulations.

Original documents shall be produced for verification whenever demanded by BHEL or statutory authorities.

2. Operator Qualification

The crane operator shall possess valid Heavy Motor Vehicle (HMV) Driving License appropriate for the equipment being operated.

Copy of the above document shall be submitted to BHEL before commencement of work and shall be available with the operator during deployment.

3. Condition Hydraulic Crane

The contractor shall ensure that the hydraulic crane is maintained in safe operating condition during the deployment and shall have following in working condition:

- Front and rear lights. • Seat belt. • Reverse horn. • All safety devices and warning systems. • Good condition tyres, brakes, hoist rope and lifting components.

4. Lifting Tools and Tackles

Only tested and certified lifting accessories such as slings, hooks etc. shall be used for execution of the work.

BHEL will check the Test Certificates (TCs) for all lifting accessories during execution of work.

5. Safety and Conduct Requirements

- a) The contractor shall take all necessary precautions to ensure the safety of personnel, equipment, materials and property during execution of the work.
- b) All personnel engaged under the contract shall use appropriate Personal Protective Equipment (PPE) as prescribed by BHEL and applicable statutory requirements.

- c) No operator, helper or any other person engaged under the contract shall enter or work inside the factory premises under the influence of alcohol, narcotics or any intoxicating substance.
- d) Hydraulic cranes shall be operated within the factory premises at a maximum speed limit of 15 kmph or as specified by BHEL from time to time.
- e) BHEL Security, Safety and Traffic Regulations shall be strictly complied with by all personnel and vehicles deployed under the contract.

6. Verification and Indemnity

The contractor shall ensure and comply that:

- The crane operators and helpers deployed under the contract are known to the contractor and have no known criminal record.
- All personnel deployed are competent and medically fit for the assigned work.
- All statutory and contractual safety requirements are being complied with.

The contractor shall indemnify BHEL against any loss, damage, injury, accident, statutory liability or third-party claim arising out of negligence, unsafe practices, non-compliance with statutory requirements, or acts and omissions of the contractor's personnel.

7. Non-Compliance

Failure to comply with any of the above HSE requirements shall attract a penalty of up to Rs. 500 per violation.



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GENERAL CONDITIONS OF CONTRACT (GCC)

- 1) **DEFINITION:** - In these General Conditions of Contract, the following terms shall have the meaning hereby assigned to them, except where the context otherwise requires: -
 - a) **"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. **"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.
 - b) **"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.
 - c) **"Officer-In charge"** means, the Officer deputed by BHEL, IVP Goindwal, to supervise the work or part of the work.
 - d) **"Approved" and "Directed"** means, the approval or direction of BHEL, IVP Goindwal official, or person deputed by him for the particular purposes.
 - e) **"BHARAT HEAVY ELECTRICALS LIMITED" (herein after referred to as BHEL)** shall mean the Board of Directors, Chairman, Executive Director, General Manager or other Administrative Officer of the said Company authorized to invite Tenders and enter into Contract for works on behalf of the Company.
 - f) **"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.
 - g) **"Week"** means, Seven Days, without regard to the number of hours worked or not worked in any day in that week. **"Day"** means, the day of 24 hours (TWENTY-FOUR) irrespective of the number of hours worked or not worked in that day.
 - h) **"Working day"** means, any day other than that prescribed by the NEGOTIABLE INSTRUMENTS ACT as being a Holiday, and consists of the number of hours of labor as commonly recognized by good employers in the trade in the district where the work is carried out or as laid down in the BHEL regulations.
- 2) BHEL reserves the right to negotiate with L1 bidder/s.
- 3) Should a Tenderer or a Contractor has a dependent/relative or in the case of a partnership firm, any of its partners or dependents of partners employed in BHEL, the authority inviting Tenders should be informed of this fact at the time of submission of the Tender failing which Tender may be disqualified or if such fact subsequently come to light, the Contract may be cancelled.
- 4) No BHEL employee and their dependents are eligible to submit their offer against this Tender.
- 5) **HEADING TO THE CONTRACT CONDITIONS:** - The heading to these conditions shall not affect the interpretations thereof.
- 6) **DEVIATIONS:** - The Contractor shall not carry out any work not covered by schedule except in pursuance of the written instructions of BHEL, IVP Goindwal official, no such work shall be valid unless the same has been specifically confirmed and accepted by BHEL in writing and incorporated in the Contract.
- 7) **ASSIGNMENT OF TRANSFER OF CONTRACT:** - The Contractor shall not without the prior written approval of the BHEL, assign or transfer the Contract or any part thereof, or any share, or interest thereon to any other persons. No sum of money which may become payable under the Contract shall be payable to any person, other than the Contractor unless the prior written approval of the BHEL to the assignment or transfer of such money is given.
- 8) **SUB-CONTRACT:** - The Contractor shall not sub-let any portion of the Contract without the prior written approval of the BHEL.



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9) EARNEST MONEY DEPOSIT (EMD):

- a) Tender must be accompanied by Earnest Money for the amount mentioned in tender notice, pledged to BHEL, IVP Goindwal in any of the forms mentioned below.
- b) **Modes of Deposit** - The EMD shall 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 favor 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)
- c) In addition to above, the EMD amount in excess of Rs. Two lakh may also be accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for at least six months.
- d) **Forfeiture of EMD:**
 - i) EMD by the tenderer will be forfeited as per tender documents if
 - ii) After opening the Tender, the Tenderer revokes his Tender within the validity period or increase his earlier quoted rates.
 - iii) 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.
 - iv) The Tenderer does not commence the work within the period as per LOI / Contract. In case the LOI / Contract is silent in this regard then within 15 days after award of Contract.
- e) **General Terms related to EMD:**
 - i) Earnest Money Deposit (EMD) will not carry any interest.
 - ii) Earnest Money Deposit (EMD) of the successful tenderer will be retained as part of Security deposit.
 - iii) 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.

10) SECURITY DEPOSIT (SD):

- a) The total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderers shall be converted and adjusted towards the required amount of Security Deposit.
- b) At least 50% of the required Security Deposit (Including EMD amount) will be collected before start of the work. Balance of the Security Deposit will be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.
- c) EMD of the successful tenderers shall be converted and adjusted towards the required amount of Security deposit:
- d) **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 Cheque of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favor 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)



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- 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 favor of BHEL)
- vi) Insurance Surety Bonds
- e) **General Terms related to SD:**
 - i) The security Deposit will not carry any interest.
 - ii) 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.
 - iii) 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 favor 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.
 - iv) 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 of 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.

11) TENDER EVALUATION CRITERIA

- a) Tender evaluation shall be carried out on the basis of technical specifications and commercial terms & conditions specified in the tender documents and changes thereof, if any, shall be communicated to all the bidders before price bid opening.
- b) Cost evaluation shall be on the basis of delivered cost (i.e. "total cost to BHEL").
- c) In case prices comes out be same for two or more vendors, ranking (L1, L2...) tie shall be broken based on date time of receipt of bid, if there is still a tie revised bids in sealed covers may be invited from tied bidders with specified limits on prices as per context.

12) COMPLIANCE TO STATUTORY PROVISIONS AND RULES:

- a) The Contractor shall confirm to the provisions of any statute relating to the work and regulations and Bye-Laws of any local authority. The Contractor shall be bound to give all notices required by statute regulations or By-Laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.
- b) The Contractor shall in respect of Personnel employed by him either directly or through sub-Contractors, comply with or cause to be complied with all statutory provisions and rules as per applicable laws specifically labor laws such as PF, ESI, Minimum wages Act.
- c) Bids are liable to be rejected if bid prices comes out be lower than minimum prices calculated for the workforce deployment as per above laws.

13) PAYMENT TERMS: - Payments shall be made to the Seller within the mentioned days (as per below table) from the date of submission of billing documents and acknowledgement by BHEL.



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

For availing MSE benefits, latest copy of Udyam certificate shall be submitted.

In case there is shortfall in documents/deficiency in material as per the tender terms/purchase orders, the same shall be notified by BHEL to supplier. Payment due date shall be revised accordingly considering submission of all documents/removal of deficiency by supplier.

MSME bidders can avail benefits of payment through TReDS (Trade Receivable e Discounting System).

In case of any deviation from standard payment term mentioned above, BHEL shall load on the item price at 'Base rate of SBI (as applicable on the date of bid opening; Techno-commercial bid opening) + 6% for the period of relaxation sought by bidders.

Documents to be submitted (if applicable):

- Tax invoice (Invoice shall be GST compliant and should contains all the required information such as GST No, HSN code etc.)
- Transporter copy along with material/consignment.
- Material Test Certificates (MTC) and
- Compliance Certificate.

GST registration number is to be submitted by qualified vendor as per GST law.

It is mandatory to mention proper material codes in the invoices and separate invoices to be raised for different Pos.

BHEL releases payment through EFT mode ONLY. Necessary details may please be submitted by filling required format before release of payment.

14) INCOME TAX: -

- Income Tax shall be deducted at the applicable rate in respect of the service Contract including supply of labor for any work as follows:
- Xerox copy of PAN card shall be submitted to Account Dept. along with original for verification.
- TDS Certificate will be issued to vendors for each quarter ending as on 30th June, 30th Sept, 31st Dec and 31st Mar during the following quarter.

15) SAFETY CONDITIONS & GUIDELINES

- The Factories Act, 1948:**
 - Section 32:** Floors, stairs and means of access shall be properly maintained to ensure safety. Every place of working should have safe access. When any person has to work at a height from which he is likely to fall, provision shall be made, so far as is reasonably practicable, by fencing or otherwise, to ensure the safety of person so working.
- All safety procedures and guidelines as established by applicable laws and framed by BHEL shall mandatorily be followed by all personnel of contractor at BHEL IVP Goindwal.



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- c) All PPE/safety equipment etc. shall be provided by contractor to its personnel

16) NOTICES OF ACCIDENTS

- a) 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.
- b) 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.)

17) INDEMNITY:

- a) The Contractor shall have to indemnify BHEL against all claims for injury or damage to any person or property caused by his negligence or negligence of his employees whilst in BHEL premises / sites.
- b) The Contractor shall indemnify the company against all payments by way of compensation or otherwise which the company may be called upon to make under the provisions of the applicable Acts to any Contract employee as aforesaid, and any cost incurred by the company in connection with any claim preferred by such Contract employee and or against all actions, claims and demands whatsoever in respect thereof or in respect of any loss, injury or damages whatsoever to any third person arising out of or occasioned by the negligent, imperfect or improper performance of this Contract by the Contractor, their employee servants or agents.
- c) The Contractor approved and operating under the Tender, Works Contracts shall further indemnify BHEL against:
 - i) Observance of Labor & Industrial Laws.
 - ii) All claims by way of compensation and all other types of unforeseen claims, which may arise in the course of Contract.
 - iii) Documentary compliance relating to billing.

18) 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 10% of the contract value or more, such security instruments to the extent of 10% contract value will be encashed. In case the value of the security instruments available is less than 10% of the contract value, the balance amount be recovered in all or any of the following manners:

- from dues available in the form of Bills payable to defaulted supplier against the same contract.
- From the dues payable to defaulted supplier against other contracts in the same Region/Unit /any other region/unit.
- In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier.

Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.

19) LIQUIDATED DAMAGES (LD) / PENALTY:

- a) If the contractor fails to complete the service/work as per terms & conditions of the order within the delivery schedule, a) LD shall be levied @ 0.5 % of the order value per week of delay or part thereof subject to a maximum of 10% of the full order value.
- b) In case of any change to the order value, the LD shall be @ 0.5 % of the revised order value per week of delay or part thereof subject to a maximum of 10% of the revised order value.

20) RIGHTS



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- a) BHEL may enter into parallel Contract simultaneously with any number of Contractor as may be deemed fit at any time during the period of Contract in the Interest of the work for any or all the stations and for any or all the schedules.
 - b) In case of breach of any of the terms and conditions of the Contract, BHEL will entrust the work to any other Contractor at the risk and cost of the Contract and the Contractor shall be liable to pay the extra expenditure, damages, loss suffered on account of the cancellation of the Contract.
 - c) All amounts including the losses / damages / penalties / compensations etc., resulting from non-compliance with the terms of Contract, payable by the Contractor to BHEL under the Terms of the Contract will be recovered from the outstanding payments to Contractor either under this Contract or any other Contracts or from Security Deposit or from both. In case this amount is insufficient for such recoveries, the Contractor shall make good the balance amount by actual payment. In addition, BHEL, IVP Goindwal will recover the said amounts through its sister concerns, from the payments due to the Contractor in any of the units of BHEL located in any part of India.
 - d) The Contractor is not allowed to pass the responsibilities connected with the Contract to other agencies / Contractors, the Contractors shall not sublet or transfer the Contract or any part thereof, which tantamount to termination of the Contract and thereby attracting the penalty or forfeiture of security deposit.
 - e) The Contractor shall have no right to demand at any time during the currency of this Contract any minimum quantity of Work for this Contract.
- 21) 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.
- 22) DAMAGE & LOSS TO PRIVATE PROPERTY & INJURY TO CONTRACT EMPLOYEE:** The Contractor shall at his own expense reinstate and make good to the satisfaction of BHEL and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the Contract and further the Contractor shall indemnify, the BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL where BHEL is a private person, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise.
- 23) LAWS GOVERNING THE CONTRACT:** The Contract shall be governed by the Indian Laws for time being in force.
- 24) PUBLIC PROCUREMENT POLICY:** 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 issued after issue of this NIT but before finalization of contract/PO/WO against this NIT.
- 25) CANCELLATION OF CONTRACT FOR CORRUPT ACTS: -**
- a) 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.
 - b) If the Contractor shall: -
 - c) Offer or give or agree to give to any person in BHEL service any gift or consideration of any kind, as an inducement or reward for doing or for bearing to do or for having done or for borne to do any act, in relation to the obtaining or execution of this or any other Contract for BHEL service, OR



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

26) CANCELLATION OF CONTRACT FOR INSOLVENCY ASSIGNMENT OF TRANSFER OR SUB-LETTING OF CONTRACT: -

- a) 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:
- b) If the Contractor, 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:
- c) 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
- d) being a Company, shall pass a resolution or the Court shall make an order for the liquidation of its affairs, or a receiver or Manager on-behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or Manager, OR
- e) Assigns, Transfers, Sub-lets or attempts to assign, transfer or sub-let any portion of the work without the prior written approval of the BHEL.
- f) Whenever BHEL exercise the authority to cancel the Contract under this conditions, BHEL may have the work done by any means at the Contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by BHEL,IVP Goindwal which is final and conclusive) being less than the Contract cost, the advantage shall accrue to the BHEL and if the cost exceeds the money due to Contractor under the Contract, the Contractor shall either pay the excess amount ordered by BHEL,IVP Goindwal, or the same shall be recovered from the Contractor by other means.
- g) In case the BHEL carries-out the work under the provisions of this condition the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plants and/or labor provided by the BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the BHEL, IVP Goindwal, whose decision shall be final and conclusive.

27) CANCELLATION OF CONTRACT IN PART OR FULL FOR CONTRACATOR'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 BHEL, IVP Goindwal, or his authorized representative;
- b) fails to comply with any of the Terms and Conditions of the Contract or after reasonable notice in writing with orders properly issued there under;
- c) BHEL, may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the Contract as whole or in part thereof or only such work order or items of work in default from the Contract. Whenever BHEL exercise the authority to cancel the Contract as whole or part under this condition BHEL may complete the work at the Contractor's risk and cost (as certified by BHEL, IVP Goindwal official, which is final and conclusive) being less than the Contract cost, the advantage shall accrue to the BHEL. If the cost exceeds the moneys due to the Contractor under this Contract the Contractor shall either pay the excess amount ordered by BHEL, IVP Goindwal or the same shall be recovered from the Contractor by other means. In case the BHEL carries out the work or any part thereof under the provisions of the conditions the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or labor



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provided by the BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the BHEL, IVP Goindwal, whose decision shall be final and conclusive.

- 28) 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.
- 29) 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 BHEL, IVP Goindwal, shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the fore-closing of the work.
- 30) RECOVERY FROM CONTRACTOR:** Whenever under the Contract, any sum of money, shall be recoverable from or payable by the Contractors, the same may be deducted from or any sum. then due or which at any time thereafter may become due to Contractor under the Contract or under any other Contract with BHEL or from his Security Deposit or he shall pay the claim on demand.
- 31) 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.
- 32) PREFERENCES FOR MSE's & Start –ups :**
- Preferences as mentioned in “Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012” shall be given to Micro and Small enterprises.
 - Main points which are mentioned in the above order as applicable to this tender are as follows:
 - EMD shall be exempted for MSE's. All these benefits are subject to production of all statutory documents
 - “MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part I in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents is not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer.”*
 - This EMD Exemption and any other benefit is not applicable for “Work Contracts”. Type of Contract is mentioned in NIT.
 - The Pre-Qualification terms (if any) shall not be applicable to Start-Up Firms. These relaxations and exemptions are in line with D.O. No. 5(4)/2016-BE-I dated 15.02.2017 & Office Memorandum issued by DPE vide F. No. DPE/7(04)/2007-Fin dated 24.08.2017 forwarding the clarification issued by Department of Expenditure, Ministry of Finance vide No. F.20-2/2014-PPD(Pt.) dated 27.07.2017 and DO letter vide D.O. No. 12(11)/2017-SI by Secretary DIPP, Ministry of Commerce and Industry. For claiming Start-Up exemption, vendors have to give documentary evidence or undertaking. For Claiming MSE benefits, vendor have to give documentary evidence like NSIC, UAN, etc.



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33) SUB-CONTRACT: The purchase order or any part thereof shall not be sub-contracted, assigned or otherwise transferred without previously obtaining the BHEL's consent in writing.

34) FORCE MAJEURE: If at any time during the continuance of the contract, the performance in which or in any part by either party of any obligations under the contract are prevented or delayed by reason of any war, hostilities, acts of public enemy, civil commotion, sabotage, fires, explosions, epidemics, quarantine restrictions, or acts of God (hereinafter referred to "an events" then provided the notice of happening of any such event is given by either party to the other within 21 days of the occurrence thereof, neither party shall by reason of such event be entitled to terminate the contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance and delivery 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 the contract is prevented or delayed by reason of any such event, claims of extension of time shall be granted for periods considered reasonable by BHEL subject to prior notification by the vendor to BHEL of the particulars of the event and supply to BHEL, if required, of any supporting evidence. Any waiver of time in respect of partial installment shall not be deemed a waiver of time in respect of remaining deliveries.

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

Notes:

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

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

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

Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to other Party, refer such dispute or difference to sole arbitration of an arbitrator appointed as per the Arbitration and Conciliation Act, 1996 (India) or statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force.

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

This contract shall be governed, construed and interpreted in accordance with the laws of India.

Subject as aforesaid, the provisions of Arbitration & Conciliation Act 1996 (India) or statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.

The seat of arbitration shall be Tarn Taran, Punjab, India



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

Subject to arbitration in terms of clause above, the Courts at Tarn Taran, Punjab, India shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.

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

In Case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/Port Trusts inter se and also between CPSEs and Government Departments/Organizations (Excluding disputes concerning Railways, Income Tax, Customs & Excise Departments, such dispute or difference shall be taken up by either party for its resolution through AMRCD as mentioned in DPE OM No.05/003/2019-FTS-10937 dtd. 14TH December, 2022 and the decision of AMRCD on the said dispute will be binding on both the parties.”

- 36) JURISDICTION:** The court of the place from where the work order is issued during the contractual period shall alone have jurisdiction to decide any dispute arising out of or in connection with the purchase order.
- 37) CLARIFICATIONS:** The correspondence exchanged against the tender from both tenderer and BHEL through email/e-procurement are considered as valid document legally though it is not signed. It is treated as valid confirmations made on behalf of the respective company and very much comes under the legal ambit of the business transaction and hence it is binding on both the parties to the business. Any transaction pertaining to the tender from both the parties of business done round the clock irrespective of the office or business hours of the companies, are valid legally and binding on both the parties. This applies to the extent only in such cases where deadline time for transaction is not specifically declared by either or both the parties to the business.
- 38) BANNED FIRMS:** The offers of the bidders who are on the banned list as also the offer of the bidders, who engage in the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com.
- 39) DISCLAIMER CLAUSE (Only for E procurement):** Neither the Organization (Bharat Heavy Electricals Ltd.) nor the service provider (Mjunction Services Ltd.) is responsible for any failure of submission of bids due to failure of internet or other connectivity problems or reasons thereof.
- 40) FRAUD PREVENTION POLICY:** The Bidder along with its associate / collaborators / sub-contractors / sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL management about any fraud or suspected fraud as soon as it comes to their notice.
- 41) REVERSE AUCTION**

In case, it is declared in special terms & conditions of tender enquiry that RA is applicable for the NIT, then RA will be conducted as per following clause:

BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on <https://www.bhel.com/>) for this tender. RA shall be conducted among the techno-commercially qualified bidders as per RA guidelines.



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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.

42) SUSPENSION OF BUSINESS DEALINGS WITH DEFAULTERS

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

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

1.1. Commitment by BHEL:

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

1.2. Commitment by Bidder/ Supplier/ Contractor:

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

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

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

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

43) RESTRICTIONS UNDER RULE 144(XI) OF THE GENERAL FINANCIAL RULES (GFRs), 2017

All provisions of Order No. F.No.6/18/2019-PPD of Department of Expenditure (DoE) shall be applicable for this tender enquiry (Order copy is available at <https://doe.gov.in/procurementpolicy-divisions>). Accordingly, any bidder from a country which shares a land border with India (except the countries to which the Govt. of India has extended lines of credit or in which the Govt. of India is engaged in development projects for which list is available at <https://www.mea.gov.in/>) will be eligible to bid in this tender only if the bidder is registered with the Competent Authority as specified in Annex I of the said Order of DoE.

Updated list of the countries to which lines of credit have been extended or in which development projects are undertaken are available on the Ministry of External affairs website (<https://www.mea.gov.in/>)



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For the purpose of this order, definition of Bidder from a country which shares a land border with India shall be same as defined in the Annex III of the said order.

Registration with the competent authority as stipulated in the said order is responsibility of bidder. Bidder has to submit a certificate certifying following along with offer:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that bidder (.... Name of Bidder) is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that bidder (.....Name of bidder) fulfils all requirements in this regard and is eligible to be considered"

If the bidder is from such country which shares a land border with India evidence of valid registration by the Competent Authority shall also be attached along with offer."

44) TREATMENT OF CASES REGARDING CONFLICT OF INTEREST

The bidder notes that a conflict of interest would said to have occurred in the tender process and execution of the resultant contract, in case of any of the following situations:

- i) If its personnel have a close personal, financial, or business relationship with any personnel of BHEL who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of BHEL directly or indirectly;
- ii) The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating;
- iii) Procurement of goods directly from the manufacturers/ suppliers shall be preferred. However, if the OEM/ Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer/ supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer/ supplier could bid directly but not both. In case bids are received from both the manufacturer/ supplier and the agent, bid received from the agent shall be ignored. However, this shall not debar more than one Authorized distributor (with/ or without the OEM). from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificate.
- iv) A bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV member or sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV.

The Bidder declares that they have read and understood the above aspects, and the bidder confirms that such conflict of interest does not exist and undertakes that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s), in this regard. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, the same will be considered as a violation of the tender conditions, and suitable action shall be taken by BHEL as per extant policies/ guidelines.

It has to be signed by the authorized signatory of the bidder.

45) Special terms and conditions shall supersede the GCC, if conflicting.



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Annexure-X

BRIEF PROCEDURE FOR CONDUCT OF CONCILIATION PROCEEDINGS

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



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



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obtained by the other party and informed to BHEL within 15 days of receipt of the final draft settlement agreement by it. Upon approval by the Competent Authority, the Settlement Agreement would thereafter be signed by the authorized representatives of both the Parties and authenticated by the members of the IEC.

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



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

Sr. No.	Particulars	Amount
1	Sitting fees	Each Member shall be paid a Lump Sum fee of Rs 75,000/- for the whole case payable in terms of paragraph No. 27 herein below.
2	Towards drafting of settlement agreement	In cases involving claim and/or counter-claim of up to Rs 5crores. Rs 50,000/- (Sole Conciliator) In cases involving claim and/or counter-claim of exceeding Rs 5 crores but less than Rs 10 crores. Rs. 75,000 (per Conciliator) In cases involving claim and/or counter-claim of more than Rs 10 crores. Rs 1,00,000/- (per Conciliator) Note: The aforesaid fees for the drafting of the Settlement Agreement shall be paid on Signing of the Settlement Agreement after approval of the Competent Authority or Rejection of the proposed Settlement Agreement by the Competent Authority of BHEL.
3	Secretarial expenses	Rs 10,000/- (one time) for the whole case for Conciliation by a Sole Member IEC. Where Conciliation is by multi member Conciliators –Rs 30,000/- (one time)- to be paid to the IEC
4	Travel and transportation and stay at outstation i Retired Senior Officials of other Public Sector Undertakings (pay scale wise equivalent to or more than E-8 level of BHEL)	As per entitlement of the equivalent officer (pay scale wise) in BHEL.
	Others	As per the extant entitlement of whole time Functional Directors in BHEL.



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5	Venue for meeting	Unless otherwise agreed in the agreement, contract or the Memorandum of Understanding, as the case may be, the venue/seat of proceedings shall be the location of the concerned Unit / Division / Region / Business Group of BHEL. Without prejudice to the seat/venue of the Conciliation being at the location of concerned BHEL Unit / Division / Region / Business Group, the IEC after consulting the Parties may decide to hold the proceedings at any other place/venue to facilitate the proceedings. Unless, Parties agree to conduct Conciliation at BHEL premises, the venue is to be arranged by either Party alternately.
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24. The parties will bear their own costs including cost of presenting their cases/evidence/witness(es)/expert(s) on their behalf. The parties agree to rely upon documentary evidence in support of their claims and not to bring any oral evidence in IEC proceedings.
25. If any witness(es) or expert(s) is/are, with the consent of the parties, called upon to appear at the instance of the IEC in connection with the matter, then, the costs towards such witness(es)/expert(s) shall be determined by the IEC with the consent of the Parties and the cost so determined shall be borne equally by the Parties.
26. The other expenditures/costs in connection with the Conciliation proceedings as well as the IEC's fees and expenses shall be shared by the Parties equally.
27. Out of the lump sum fees of Rs 75,000/- for Sitting Fees, 50% shall be payable after the first meeting of the IEC and the remaining 50% of the Sitting Fees shall be payable only after termination of the conciliation proceedings in terms of para 22 hereinabove.
28. The travelling, transportation and stay at outstation shall be arranged by concerned Unit as per entitlements as per Serial No. 3 of the Table at para 23 above, and in case such arrangements are not made by the BHEL Unit, the same shall be reimbursed to the IEC on actuals limited to their entitlement as per Serial No. 4 of the Table at Para 23 above against supporting documents. The IEC Member(s) shall submit necessary invoice for claiming the fees/reimbursements.
29. The Parties shall keep confidential all matters relating to the conciliation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of its implementation and enforcement or as required by or under a law or as per directions of a Court/Governmental authority/ regulatory body, as the case may be.



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30. The Parties shall not rely upon or introduce as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the Disputes that is the subject of the Conciliation proceedings:
- a. Views expressed or suggestions made by the other party in respect of a possible settlement of the Disputes;
 - b. admissions made by the other party in the course of the Conciliator proceedings;
 - c. proposals made by the Conciliator;
 - d. The fact that the other Party had indicated his willingness to accept a proposal for settlement made by the Conciliator.
31. The Parties shall not present the Conciliator(s) as witness in any Alternative Dispute Resolution or Judicial proceedings in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.
32. None of the Conciliators shall act as an arbitrator or as a representative or counsel of a Party in any arbitral or judicial proceeding in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.
33. The Parties shall not initiate, during the Conciliation proceedings, any arbitral or judicial proceedings in respect of a Disputes that is the subject matter of the Conciliation proceedings except that a Party may initiate arbitral or judicial proceedings where, in his opinion, such proceedings are necessary for preserving his rights including for preventing expiry of period of limitation. Unless terminated as per the provisions of this Scheme, the Conciliation proceedings shall continue notwithstanding the commencement of the arbitral or judicial proceedings and the arbitral or judicial proceedings shall be primarily for the purpose of preserving rights including preventing expiry of period of limitation.
34. The official language of Conciliation proceedings under this Scheme shall be English unless the Parties agree to some other language.



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Appendix-I

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

To,

M/s. (Stakeholder's name)

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

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

Sir,

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

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

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

Yours faithfully,

Representative of BHEL



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Appendix-II

**FORMAT FOR GIVING CONSENT BY
CONTRACTOR/VENDOR/CUSTOMER/COLLABORATOR/CONSORTI
UM PARTNERSFOR REFERRING THE DISPUTES TO CONCILIATION
THROUGH IEC**

To,

BHEL

.....

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

Ref: Contract/MoU/Agreement/LOI/LOA No _____ & date _____

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

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

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

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

Yours faithfully,

(Signature with stamp)

Authorized Representative of Contractor

Name, with designation Date



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Appendix-III

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

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

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

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

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

PART-I (TECHNO-COMMERCIAL BID)**(To be filled by bidder & submit with offer as pdf file only)****Tender Enquiry No. & Date****2627-WC-05 dated 07.10.2026****Tender Description****Hiring of Hydraulic Crane(s) for Loading of Steel Cargo Containers on Rate Contract basis**

Bidder must note following points:

1. This workbook is protected, except for cells where comments/confirmation is to be given by bidder.
2. Bidder is advised not to unprotect/tamper the sheet/ alter the terms mentioned in the sheet.
3. Any alteration to terms mentioned by BHEL will be considered as tampering and bidder's offer shall be liable for rejection.
4. Bidders are advised to only fill the unprotected cells (shaded cells) by dropdown or writing the comments as applicable as their confirmation . Failure on the part of bidder in not returning this duly filled-up techno-commercial bid and/or submitting incomplete replies may lead to rejection of bidder's quotation.
5. All the commercial terms and conditions shall be indicated by vendor in this format only and nowhere else in his quotation. However, in case the space for vendor's reply is not sufficient against a particular question, the vendor shall furnish same by way of separate annexure/sheet attached to this questionnaire, indicating cross-reference of respective clauses.

BIDDER's DETAILS

Sr. No.	Elements	Remarks
1	Bidder's Name/Name of the Firm	
2	Quotation reference no. & date	
3	Contact Person Name	
4	Email ID (s)-(Can be provided more than one)	
5	Mobile No. (s)	
6	Tel. No. (s)	
7	Registered Address	
8	Address for Correspondence	
9	Bidder Type (Indian / Foreign):	
10	Company's Establishment Year	
11	Company's Nature of Business	
12	Type of Ownership	Select from drop down list
13	Whether company is registered under MSMED Actr 2006 as Micro / Samll / Medium Enterprise category.	Select from drop down list If yes, mention UDYAM registration number Here
14	If Yes, Please specify the Enterprise Category	Select from drop down list
15	In case the organisation is Micro or Small Enterprise, please confirm whether it is SC/ST owned	Select from drop down list
16	In case the organisation is Micro or Small Enterprise, please confirm whether it is women owned	Select from drop down list

TECHNICAL CONDITION DETAIL

Sr. No.	Elements	Response	Remarks
1	Hiring of Hydraulic Crane(s) for Loading of Steel Cargo Containers on Rate Contract basis	Select from the drop down list	

COMMERCIAL CONDITIONS & DETAILS

Sr. No.	Elements	Response	Remarks (if any)
1	GST/Taxes applicable	Select from drop down list	
2	Payment terms as per Tender terms and Conditions: MSE- 45 days, Medium- 60 Days, Non-MSME- 90 Days (Refer Tender Terms and Conditions)	Select from the drop down list	
3	Contract period: The contract shall be valid for one year from the date of award of contract. (Refer Tender terms and conditions)	Select from the drop down list	
4	Offer Validity: 60 Days from the date of Part 1 tender opening	Select from the drop down list	
5	Breach of contract, Remedies and Termination (refer tender terms & conditions)	Select from the drop down list	
6	Firm Price: The quoted / finalised rates shall be firm till execution of the supplies.	Select from the drop down list	
7	Pre-Qualification Requirements: Ownership of Hydraulic Crane: The bidder shall own at least one hydraulic crane having minimum capacity of 12 MT or above. As proof of ownership, the bidder shall submit a copy of the Registration Certificate (RC) or Invoice of the hydraulic crane.	Select from the drop down list	
8	Pre-Qualification Requirements: PAN No.	Select from the drop down list	
9	Pre-Qualification Requirements: GST No.	Select from the drop down list	
10	Local Content Declaration	Select from drop down list	

10	Place in India (VIII)	Details of location at which local value addition will be made is as follows:	Select from drop down list	
11	Certificate regarding Restrictions Under Rule 144(XI) of The GFR, 2017 (Refer tender terms and conditions)	I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered.	Select from the drop down list	
12	Treatment of cases regarding conflict of interest (Refer Tender Terms and Conditions)		Select from drop down list	
13	I have thoroughly gone through the Scope of Work, Special conditions of contract and HSE requirements to be fulfilled by the Contractor (Refer Tender Terms and Conditions)		Select from the drop down list	
14	Rates quoted are exclusive of taxes & on FOR Goindwal basis		Select from the drop down list	
15	I have thoroughly gone through the attached tender terms & conditions and understood the above techno-commercial requirements		Select from the drop down list	

Validate

Print

Help

Item Wise BoQ

Tender Inviting Authority: BHEL IVP Goindwal Sahib

Name of Work: Hiring of Hydraulic Crane(s) for Loading of Steel Cargo Containers on Rate Contract basis

Contract No: 2627-WC-05 dated 07.10.2026

Name of the Bidder/ Bidding Firm / Company :

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Tentative Quantity	Units	BASIC Unit RATE In Figures To be entered by the Bidder in Rs. Per Turn	TOTAL AMOUNT excluding taxes in Rs. P	TOTAL AMOUNT In Words
1	2	4	5	7	11	13
1	Unit rate to be quoted for Deployment of crane for loading of one container in one turn. The rates shall include all costs associated with execution of the work, including crane operation, manpower, fuel, lifting accessories, statutory compliances, and overheads. Note: Total number of containers to be loaded in one turn will be intimated to the contractor. Fixed charges of Rs. 5000/- shall be paid for loading of each additional container in a turn being executed . (Number of additional containers to be loaded in contract period shall be around 14 nos. amounting to total containers to be loaded around 30 nos.)	16	Turns		0.00	INR Zero Only