

BHEL-ELECTRONICS DIVISION, BENGALURU
COMMON CONTRACTING DEPARTMENT
NOTICE INVITING TENDER

1.	Tender Ref No:	BHEL-EDN/ CCD/ CCC-EDN/NIC-ST1/ 2023
2.	Tender Type	Single Tender -Two part (e-Tender)
3.	Name of works	RATE CONTRACT FOR COLLECTION,TRANSPORTATION AND SAFE DELIVERY OF CONSIGNMENTS (COURIER & CARGO) OF BHEL-EDN & ESD, BANGALORE FOR THREE MONTHS DURING 2023.
4.	Location of work	Throughout India.
5.	Period of contract	Three Months from the date of award of contract.
6.	Earnest Money Deposit Amount	NIL
7.	Contents of Tender Document.	A] Part-I Technical Bid ANNEX-1A (Technical Bid-Qualifying Criteria) ANNEX -1B (Scope of Work &Technical Terms and conditions) ANNEX -1C (General Terms & Conditions of Contract) ANNEX -1D (Special Terms & Conditions of Contract) ANNEX - A (No Deviation certificate) ANNEX - C (EMD payment Instruction) B] Part- II Price Bid ANNEX –II (Price bid)(For Reference only) Pages 04 09 10 01 01 01 Pages 01
8.	Submission of offer	To be submitted electronically by logging in to user account of e-Procurement portal of BHEL having URL https://eprocurebhel.co.in/nicgep
9.	Due date and time for submission of offer	28.02.2023/ 14:00 Hrs.
10.	Due date and time for opening of Technical bid	28.02.2023 / 14:30 Hrs.
11.	Contact details for queries related to tender	Shri. Satya Prakash , Manager / CCD, BHEL-EDN, Bengaluru. Contact No:080 2699 8040 / 7598217987; e-mail: ccd.edn@bhel.in ;
12.	Address of Tender Inviting Authority	Shri. Vishal Singh , SDGM/ CCD Common Contracting Department (CCD) 2 nd Floor, New Engineering Building BHEL-Electronics Division, Mysore Road Bengaluru-560026

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

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

at the time of submission of the tender, failing which the tender may be disqualified, or if such fact subsequently comes to light, the contract may be cancelled.

- The tender schedule, and the tender shall be deemed to form an integral part of the contract to be entered into for this work.
- BHEL reserves the right to cancel the tender at any stage due to unavoidable circumstances.

Check list for submission of offer

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

Part –I (Techno commercial bid) comprises of two covers

a) Tender Scope and Terms & conditions cover.

The

documents to be contained in each cover are as follows:

a) **Tender Scope and Terms & conditions cover** shall contain documentary evidence for **unconditional acceptance to tender Scope of work and Terms & Conditions.**

Part-II (Price Bid) comprises of single cover

a) Price bid Cover

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

Sl. No	Description	Remarks
2	Details and documentary evidence for Part-I: Technical Bid to meet the Pre-qualification criteria.	
2.1	Documentary evidence for unconditional acceptance to Tender Scope of work and Terms & Conditions. Duly filled, signed and Sealed copy of 1. Complete Tender Document. 2. "No Deviation Certificate" as per Annex-A in letter head.	☐ uploaded / ☐ Not uploaded
3	Rates quoted as per Price bid format available on e-Procurement Portal.	☐ Quoted as per tender format / ☐ Not Quoted as per tender format.
4	All the information and relevant documents as asked in tender.	☐ Provided / ☐ Not Provided

Bidders are kindly requested to submit their offer as follows

- 1) Documents pertaining to each cover shall be uploaded as single pdf containing all relevant documents as stated above.
- 2) No additional documents other than above shall be uploaded as no weightage or preference will be given for additional documents.

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

1.	Name of the Enterprise/ Company/ Firm.	
2.	Name of Directors / Partners / proprietor of Enterprise/ Company/ Firm	
3.	Registered Address of Enterprise/ Company/ Firm	
4.	Contact Details: Landline /Mobile number:	
5.	E-mail Address for communication w.r.t tender	E-mail ID:
6.	Name and Contact details of person for communication related to Tender	Name: Mobile No:
7.	Type of Business Entity	☐ Sole proprietorship / ☐ Partnership ☐ Private Limited Company / ☐ Public Limited Company ☐ Public Sector / ☐ Govt. Org / ☐ Others (Pl. Specify)
8.	Status of Firm as MSME / Start up	☐ Micro ☐ Small ☐ Medium ☐ Startup recognized by DPIIT ☐ None of the above
9.	BHEL Vendor Code	

B: Pre- qualification Criteria: Acceptance to Tender terms & conditions

1	Unconditional acceptance to Tender Scope of work and Terms & Conditions. Duly filled, signed and Sealed copy of 1. Complete Tender Document. 2. “No Deviation Certificate” as per Annex-A in letter head.	1. Complete Tender document ☐ Enclosed / ☐ Not enclosed 2. “ No Deviation Certificate ” ☐ Enclosed / ☐ Not enclosed
2	Applicable GST % against the scope of work	_____ % GST (Vendor to confirm)
<i>Duly filled copy of the above along with supporting document to be uploaded in e-procurement portal.</i>		

ANNEXURE-IB**PART-I (TECHNO COMMERCIAL BID)****SCOPE OF WORK AND TECHNICAL TERMS & CONDITIONS****A. BILL OF QUANTITY****A.1: Schedule-A (Basic Freight)**

Sl. No	Sch	Description	Weight Slab	Unit of Measurement (UOM)	Approx. Qty.
1	A1	Minimum freight charges up to 20 kg	0 – 20 Kg.	Per docket	550
2	A2	From anywhere in India to BHEL-EDN / BHEL-ESD	21 – 500 Kg.	Kg	2500
3	A3	From anywhere in India to BHEL-EDN / BHEL-ESD	501-1000 Kg.	Kg	3300
4	A4	From anywhere in India to BHEL-EDN / BHEL-ESD	>1000 Kg.	Kg	5000
5	A5	From BHEL-EDN / BHEL-ESD /Bangalore airport to anywhere in India including project sites	21 - 500 Kg.	Kg	11200
6	A6	From BHEL-EDN / BHEL-ESD /Bangalore airport to anywhere in India including project sites	501-1000 Kg.	Kg	12500
7	A7	From BHEL-EDN / BHEL-ESD /Bangalore airport to anywhere in India including project sites	> 1000 Kg.	Kg	12800
8	A8	Extra charge for delivery / pick up beyond 25 KM from nearest hub / branch for unscheduled locations (i.e. 25 KM away from nearest branch) irrespective of weight and distance.	-----	Per docket	200

B. SCOPE OF WORK, CONTRACT PERIOD AND TERMS & CONDITIONS OF CONTRACT**B.1: SCOPE OF WORK:**

Door pick-up and delivery of consignments comprising of electronic / electrical / mechanical components, equipment and Raw materials, chemicals, documents etc., from places:

(a) Anywhere in India to BHEL-EDN / BHEL-ESD, Bangalore and

(b) From BHEL-EDN / BHEL-ESD / Bangalore Airport to anywhere in India, including project sites.

In case of non-availability of branch from the point of Pick-up, contractor must make arrangements immediately for pickup / delivery from their nearest branch.

Detention Charge: No detention charge will be paid if the vehicle is detained at BHEL-EDN / BHEL project site / Check post / anywhere else due to any reason. However, in certain cases, if the trucks are halted at site/ destination due to unavoidable situations/ conditions, delay in delivery will not be counted for penalty. Concerned dept., shall certify the same.

Volumetric Weight: Contractor can claim bill for any docket on volumetric weight or actual weight whichever is higher, provided the dimensions of packages are mentioned in the delivery challan / invoice / packing list / RDA by the consignor. **Volumetric weight shall be calculated at the rate of 8 kg. per CFT (Cubic Feet).**

B.3 TERMS AND CONDITIONS OF CONTRACT**B.3.1: TRANSPORTATION OF HAZARDOUS GOODS:**

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

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

Rule No.	Description
9	Educational qualifications for drivers of goods carriages carrying dangerous or hazardous goods.
129	Transportation of goods of dangerous or hazardous nature to human life.
129A	Spark arrester
130	Manner of display of class labels.
131	Responsibility of the consignor for safe transport of dangerous or hazardous goods.
132	Responsibility of the transporter or owner of goods carriage.
133	Responsibility of the driver.
134	Emergency information panel.
135	Driver to be instructed.
136	Driver to report in the police station about accident.
137	Class labels.

B.3.2 Transporter is fully responsible for any damage caused by their representative / staff / vehicle to BHEL property / BHEL direct or indirect employees. Value of damage as assessed by BHEL has to be made good by the transporter, failing which it will be recovered from the transporters.

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

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

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

B.3.3: Transporter shall provide services for all types of loads indicated in the Schedule of rates under A1 to A8. It is the responsibility of the transporters to place the vehicle at the place of loading. No extra charges shall be payable for the empty vehicle movement to the place of loading.

B.3.4: The LR's issued by the Transporter at the time of booking the consignment should be complete in all respects with actual weight and dimensions of the packages. Purchase Order No., of BHEL-EDN, wherever applicable, should be clearly indicated in the LR. Corrections/ over writings/ cuttings, if any, shall be done legibly and countersigned by the transporter. In case the dimensions are not clearly mentioned in the LR, bills will be paid for actual weight only. Vehicle Registration No., to be indicated on the LR for schedules A3 to A8 and shall be certified by the consignee.

B.3.5: The weight, measurement and description of the goods mentioned in the Delivery Challan / Invoice / Road Dispatch Advice (RDA) note issued by BHEL-Regional Operating Division (ROD) Mumbai / packing list of the consignee will be the reference document for ascertaining the value of the material for the purpose of recovery of shortage, damage, loss, if any. The transporter is responsible for soundness of packages at the time of booking and should not accept any booking of parcel in open / damaged / leaking condition. Once the transporter issues the LR, it is deemed that packages are handed over to them in good condition. The transporter is also responsible for any discrepancies found at destination.

B.3.6: Whenever consignment is delivered in open / damage / shortage / leaking condition or consignment lost in transit, transporter shall issue necessary certificate / documents for claiming insurance. In case, underwriters refuse to settle the claim in full or part value, due to the fault of the transporter, the value of loss will be recovered from the transporter. Transporter is responsible for full value of the consignment in case of non-delivery of consignment.

B.3.7: While accepting the consignment for transportation, Transporter should ensure that all documents required for check post / excise / sales tax authorities' en-route are carried by them. BHEL is not responsible for any seizure of vehicle or consignment by any such authorities.

B.3.8: Tax Invoice in respect of all GST items are to be invariably obtained from the suppliers of BHEL and the GST Invoice number incorporated in the LR and the same are surrendered to BHEL along with the consignment. Otherwise, any loss on account of this will be recovered from the Transporter.

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

B.3.9: Consignment without BHEL Purchase Order reference should not be collected / delivered at BHEL-EDN, Bangalore, without written permission from the user Department. In such cases, the Transporter is solely responsible for the safe delivery of the consignment at the right place in BHEL.

B.3.10: Wherever E way bill is issued to Transporter, the transporter should hand over the E-way bill and get an acknowledgement from the consignee on the back of LR. Otherwise, any loss on account of this, will be recovered from the Transporter, which amounts to Rs. 25,000/- as on date or at actuals whichever is applicable. For preparation of online E-way bill required input (name of transporter, LR number) to be given by the transporter immediately on receipt of request e mail letter from the user dept.

B.3.11: The documents handed over at the booking points and meant to be handed over to the consignee such as Consignee copy of LR, Tax Invoice, E-way bill etc., should be carefully brought and handed over to the consignee along with the materials. Any loss, delay, additional expenditure due to non-compliance of the above on this account, will be debited to the Transporters.

B.3.12: The transporters have to maintain their vehicle in good condition and maintain fitness as per the relevant RTO requirements. All their vehicles must have proper documents and permits. Transporters must comply with all requirements of MV act 1988 and subsequent amendments.

B.3.13: DESPATCH & ENROUTE DOCUMENTS

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

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

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

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

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

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

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

B.3.14: INSURANCE COVERAGE AND CLAIM

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

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

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

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

Damage / Loss

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

OR

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

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

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

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

B.3.16: SAFETY OF CONSIGNMENT

The Transporter shall be solely responsible for the safe custody of the consignments from the time the documents are handed over to him until the consignments are delivered at the destination, duly obtaining acknowledgement of delivery.

Any failure in this regard shall be viewed seriously and BHEL shall be free to take deterrent/penal action on the Transporter concerned e.g. Suspension of business forthwith and future business dealings by BHEL and recovery of all losses suffered by BHEL from the Transporter.

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

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

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

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

B.3.18: LAWS GOVERNING THIS CONTRACT

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

1.1.1 Motor Vehicles Act, 1988

1.1.2 Central Motor Vehicles Rules, 1989

1.1.3 Other Central Rules, Notifications

1.1.4 Karnataka Motor Vehicle Rules,

1.1.5 Karnataka Motor Vehicles Accident Claims Tribunal Rules

1.1.6 Karnataka State Transport Appellate Tribunal Rules

1.1.7 Karnataka Vehicles Taxation Act, Rules and Notes of Cases

1.1.8 Road Transport Corporations Act, 1950

1.1.9 Carriage by Road Act, 2007.

1.1.10 GST & E-Way Bill regulations

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

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

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

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

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

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

The Contractor shall be held responsible for any damage or loss to the company's property that may be caused by their vehicles or staff in the company's premises and the loss shall be recovered from the Contractor. BHEL is not responsible for any injuries to the Contractor's personnel inside the company premises.

MOTOR VEHICLE ACT

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

C. CONTRACT PERIOD AND PLACE OF WORK:**C.1: Mobilization period:**

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

C.2: Transit Time

Timely delivery of the consignments at destination is very important aspect of this contract.

The normal transit time is calculated excluding booking and delivery date.

1. The transmit time is calculated at the rate of 300 KM per day exclusive of booking & delivery date. If the due date of delivery falls on Saturday, Sunday or on General holidays, the same shall be delivered on the next working day. Grace time of additional 4 days shall be allowed in case of destination of unscheduled locations & project sites.

C.3: Contract Period:

Three months from the date of award of contract.

D. PAYMENT TERMS:

Payment will be made after completion of work on pro-rata basis based on actual Services provided as per BOQ after acceptance and certification of Area in charge (BHEL Executive).

Payment shall be made normally within 45 days for MSE bidder / 60 days for Medium Enterprises and 90 days for Non MSE bidder) of submission of bill complete in all respect. All payments to be made to the Contractor shall be done only through NEFT (National Electronic Fund Transfer / RTGS (Real Time Gross Settlement). No other forms or mode of payment is made by BHEL If there is any delay in making payment, no interest will be paid.

The bill, for consignments booked on last date of contract will be paid as per contract rates if the same is delivered subsequent to expiry of contract.

No advance will be paid for operational or any other expenses.

Goods and Services tax will be payable extra by BHEL at prevailing rates and corresponding TDS will be made as per Government norms.

Octroi charges, wherever payable, have to be paid initially by the Contractor, which shall be reimbursed on The Quantum of Work indicated in the Contract may vary depending upon the operational requirements. The Contractors shall have no claim whatsoever on BHEL if no fixed quantum of work is given to them during the currency of the Contract.

If the delivery is effected at a place other than that mentioned in LR, with the written request of the consignee, extra distance incurred will be added to normal distance for payment of freight charges.

No demurrage / wharf age / ground rent / go down rent charges shall be paid.

D.1: SUBMISSION OF BILLS:

The Contractor shall, once in every month, submit to the respective area HOD separately details of their claims for the work done by them up to and including the previous. He should in addition furnish a clear certificate to the effect that the claims submitted by him as aforesaid cover all his claims and that no further claims shall be raised by him in respect of the work done up to and including the period under report. Payment will be at the sole discretion of BHEL.

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

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

Consignments booked for transportation from any airport (Including International Container Division (ICD), Bangalore) to anywhere in India (Including various project sites) are 'TO BE BILLED AT BHEL-EDN, Bangalore' basis.

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

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

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

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

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

- In case Consignee copy of LR is retained by the consignees or lost in transit, original acknowledgement of the consignee with stamp, obtained on any other copy of LR along with a declaration certificate to this effect.
- Authorization letters issued by BHEL-EDN executives for booking the consignments on MTL/ FTL / Trailer load etc., through email / fax etc.,
- If Transshipment is made, permission letter issued by BHEL-EDN.
- Proof of weight and volume such as invoice copy / RDA / packing slip etc., issued by the consignors.

Bills once submitted will not be allowed for corrections. After payment of bill, further claim will not be accepted due to any reason.

E. RATES, TAXES AND DUTIES:

Bonus clause & Over run compensation (ORC) are not applicable for this contract.

The rates quoted by vendor is inclusive of all taxes and duties except Goods and services Tax (GST).

Octroi charges, wherever payable, have to be paid initially by the Contractor, which shall be reimbursed on submission of documentary proof identifying BHEL consignments for the payment thus made.

During the transportation of the material, if any penalty or fine is imparted by any of the government agency **because of the material being carried**, such penalty can be claimed by the transporter after submission of original receipts which will be reviewed by the user agency and can be sanctioned only by the Head of the user department.

The applicable GST shall be reimbursed based on documentary evidence for GST registration and compliance.

F. LIQUIDATED DAMAGES (LD)/PENALTY:**F.1: PENALTY:**

If the consignments are not delivered within the normal transit time as defined in tender or on production of the consignee copy of LR, penalty on the freight charges will be levied as follows.

- a) If the consignments are not delivered within the transit time, a penalty on basic freight charges will be levied as under.

Sl. No.	Delay in number of days	Penalty
01	1 day	2 %
02	2 days	4 %
03	3 days	8 %
04	4 – 7 days	12 %
05	> 7 days	15 %

- b) Penalty shall not be levied for consignments booked on Check-on-delivery / DACC basis. However, contractor has to inform consignee in writing with all details about the arrival of such consignments for initiating necessary action for taking delivery of consignments.

- c) Penalty will not be applicable on minimum charges i.e. for Schedule A1.

F.2: MAXIMUM VALUE OF PENALTY:

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

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

(b) The decision of BHEL on the question whether the contractor(s) have committed such default or have failed to perform any such service efficiently and are liable to pay compensation and as to quantum of such compensation shall be final and binding on the contractor(s).

G. PRICE VARIATION CLAUSE(PVC):

1. Basic freight rate only (for schedule A2 to A7) will be increased or decreased in line with variations in High Speed diesel rate of minimum ₹1/-per litre (one rupee per litre) or more on monthly average basis. For every one-rupee increase or decrease, basic freight will be increased or decreased by ₹0.10 per kg. Retail selling price of HSD at Indian Oil Corporation Ltd. (IOCL) outlet in Bangalore on the date of NIT (Notice Inviting Tender) is the basis for PVC calculation.
2. PVC applicable for cumulative increase/ decrease in diesel rate of ₹1/- per litre or more on monthly average during previous month from first up to last date. Revision of rates will be made on 1st day of following month. (Ex. Revision of rates on 1st April'2023 will be effected based on the March 2023 monthly average fuel price and previously considered rate for revision)
3. However, the first revision of PVC will be made by taking into account the average rate of diesel from the date of NIT (Notice Inviting Tender) and up to the last date of the month in which the contract is awarded, provided there is variation of ₹1/- per litre or more during the period.

PART-I (TECHNO COMMERCIAL BID)**ANNEXURE-IC****GENERAL TERMS & CONDITIONS OF CONTRACT****1. DEFINITION**

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

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

2. HEADING TO THE CONTRACT

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

3. DEVIATIONS

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

4. WORKS TO BE CARRIED OUT

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

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

5. ASSIGNMENT OF TRANSFER OF CONTRACT

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

6. SUB CONTRACT

The Contractor shall not sublet any portion of the contract.

7. COMPLIANCE TO REGULATIONS AND BYE -LAWS

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

8. SECURITY DEPOSIT (SD):**Security Deposit (SD):**

The contractor whose tender has been accepted shall, within seven days of receipt of the notification of acceptance of his tender **or before start of work (whichever is earlier)**, deposit Security deposit @ 5 % of Contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of **Security deposit (SD)**:

Modes of Deposit:

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

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

General Terms related to SD:

The security Deposit will not carry any interest.

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

BHEL, shall not be responsible for any loss of securities due to liquidation or any other reason whatsoever or any depreciation in the value of the Securities while in their charge or for any loss of interest thereon.

NOTE: Acceptance of Security Deposit against Sl. No. (iii),(iv) and (v) above will be subject to hypothecation or endorsement on the documents (Signature of the Branch Manager must be present) in 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.

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

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

The Bank Guarantee shall be kept valid until the due date for refund of Security Deposit. Security Deposit has to be deposited within 7 days of LOI/WO or start of work whichever is earlier. Else EMD will be forfeited and may also attract the provision of "Suspension of Business dealings with Suppliers/Contractors".

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

1. Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration No (GSTIN) which should be clearly mentioned in the offer. If the dealer is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer. Dealers under composition scheme should declare that he is a composition dealer supported by the screen shot taken from GST portal. The dealer has to submit necessary documents if there is any change in status under GST.
2. Supplier shall mention their GSTIN in all their invoices (incl. credit Notes, Debit Notes) and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No. which is linked/uploaded in GSTN network shall be clearly indicated), Billed to party (with GSTIN) & Shipped to party details, item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, Place of Supply etc.
3. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
4. Invoices will be processed only upon completion of statutory requirement and further subject to following:
 - a) Vendor declaring such invoice in Form GST ANX-1
 - b) Receipt of Goods or Services and Tax invoice by BHEL
5. As the continuous uploading of tax invoices in GSTN portal (in GST ANX-1) is available for all (i.e. both Small & Large) tax payers under proposed new GST Return System, all invoices raised on BHEL may be uploaded immediately in GST portal on dispatch of material /rendering of services. The supplier shall ensure availability of Invoice in GST portal before submission of invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's GST ANX-2).
6. In case of discrepancy in the data uploaded by the supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month informed by BHEL.
7. In cases where invoice details have been uploaded by the vendor but failed to remit the GST amount to GST Department (Form PMT-08 or Form GST RET-01 to be submitted) within stipulated time, then GST paid on the invoices pertaining to the month for which GST return not filed by the vendor will be recovered from the vendor along with the applicable interest (currently 24% p.a) and all subsequent bills of the vendor will not be processed till filing of the GST return by the vendor
8. In case GST credit is denied to BHEL due to non-receipt or delayed receipt of goods and/ or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount claimed in the invoice shall be disallowed to the vendor.
9. Where any GST liability arising on BHEL under Reverse Charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the vendor.
10. Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contracts. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Tax Invoice will be issued by BHEL indicating the respective supply invoice number.

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

10. ORDERS UNDER THE CONTRACT

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

11. CONTRACTOR'S SUPERVISION

1. The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to BHEL Officials.
2. Orders given to the Contractor's agent shall be considered to have the same force as if they have been given to the Contractor himself.
3. The Contractor or his accredited agent shall attend when required without making any claim for doing so to the OFFICER-INCHARGE, to receive instructions.
4. The respective area HOD shall have full powers and without assigning any reason, requires the Contractor to immediately cease to employ in connection with this contract, any agent, servant or employee where continued employment is, in his opinion undesirable. The Contractor shall not be allowed any compensation on this account.

12. PAYMENT TO EMPLOYEES ENGAGED BY CONTRACTOR

1. The Contractor shall remain liable for the payment of all wages and other payments in connection with the employees engaged by him and with regard to the work.
2. The Contractor shall comply with the applicable provisions of Payment of Wages Act-1936, Minimum Wages Act-1948, Employees' Liability Act-1938, Employees' Compensation Act-1923, Payment of Bonus, EPF and Miscellaneous Provisions Act-1952, Employees' State Insurance Act-1948 and other relevant Acts and rules framed, thereunder from time to time.
3. Contractor shall be responsible for making payment of wages within 7 days from the last day of wage period and shall obtain the signature at the end of entries in the wage register from area in-charge of contract operating department.
4. Contractor should ensure that at least the prevailing minimum wages, as per the rules of **State/Central Minimum wage**, which are applicable are paid to his employees only in their respective nationalized bank accounts by means of NEFT/ RTGS/ IMPS.
5. The contractor should remit the salary/wages of their workmen only through nationalized Bank, directly to the salary/savings account of the employee concerned. Monthly clearance will be given in respect of those contractors, only if the salary/wages to the workmen concerned has been remitted in the nationalized bank account of the workmen. The relevant Bank statement/proof for Bank payment should be produced along with PF and ESI challans every month.
6. No other mode of payment (hand payment / account transfer other than salary or any other) is acceptable as salary.
7. The contractor should pay the previous month salary in full to their employees before 7th of every month and will not adjust with any advance/ loan /training cost / accommodation cost / repayment due by the employee.
8. If the Contractor employs more than twenty employees, he has to obtain License to this effect from the Factory Inspectorate and renew the same periodically.

9. The Contractor should follow and comply with Minimum Wages, ESI, PF, Bonus, Group Insurance and other statutory regulations as stipulated in Factories Act and other applicable State / Central Governments' rules & regulations.
10. Each contract employees must have his own PF and ESI Codes and comply with the relevant Acts.

13. PRECAUTIONS AGAINST RISK

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

14. DAMAGE / LOSS TO PROPERTY & INJURY TO WORKMEN

The Contractor shall at his own expense reinstate and make good to the satisfaction of the respective area **HOD** and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Employees Compensation Act or otherwise.

15. LAWS GOVERNING THE CONTRACT

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

16. CANCELLATION OF CONTRACT FOR CORRUPT ACTS

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

If the Contractor shall:

- a) Offer or give or agree to give to any person in BHEL service any gift or consideration of any kind, as an inducement or reward for doing or for bearing to do or for having done or for having borne to do any act, in relation to the obtaining or execution of this or any other contract for BHEL service,
OR
- b) enter into a contract or understanding with any person in BHEL in connection with which commission has been paid or agreed to be paid by him or with his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to BHEL,
OR
- c) To obtain' a contract with BHEL as a result of ring tendering or by non-bonafide methods of competitive tendering, without first disclosing the fact in writing to BHEL.

17. CANCELLATION OF CONTRACT FOR INSOLVANCY ASSIGNMENT OR SUBLETTING OF CONTRACT

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

If the Contractor,

- a) Being an individual or if a firm any partner thereof shall at any time be adjudged bankrupt or have a receiving order for administration of his estate, made against him or shall take any proceedings for liquidation or composition under any bankruptcy Act or assignment of his effects of composition or arrangement for the

benefit of his creditors or purport to do so, or if any application made under any Bankruptcy Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him on behalf of his creditors.

OR

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

OR

- c) Assigns, Transfers, Sublets or attempts to assign, transfer or sublet any portion of the work.
- d) Whenever BHEL exercises the authority to cancel the contract under these conditions, BHEL may have the work done by any means at the Contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by the respective area **HOD**) being less than the contract cost, the advantage shall accrue to BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by the respective area **HOD** or the same shall be recovered from the Contractor by other means.
- e) In case BHEL carries out the work under the provisions of this condition, the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plants and / or labour provided by BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the respective area **HOD** whose decision shall be final and conclusive.
- f) Labour engaged by the contractor should be disciplined & exhibit good behaviour in dealing with employees of BHEL. Any misbehaviour or undesirable conduct of any person engaged by the contractor is reported, contractor shall change that person immediately or else it may even lead to termination of the contract & in such case security deposit will be forfeited as penalty.

18. CANCELLATION OF CONTRACT IN PART OR FULL ON CONTRACTOR'S DEFAULT

If the contractor:

- a) makes default in carrying out the work as directed and continues in that state after a reasonable notice from the respective area **HOD** or his authorized representative:
- b) fails to comply with any of the terms & conditions of the contract or failure to comply orders after reasonable notice in writing with orders properly issued thereunder:

BHEL may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the contract as whole or in part thereof or only such work order or items of work in default from the contract. Whenever BHEL exercises the authority to cancel the contract as a whole or part under this condition, BHEL may complete the work at the contractor's risk and cost (as certified by the respective area **HOD** which is final and conclusive) being less than the contract cost, the advantage shall accrue to BHEL. If the cost exceeds the money due to the Contractor under this contract, the Contractor shall either pay the excess amount ordered by the respective area **HOD** or the same shall be recovered from the Contractor by other means. In case BHEL carries out the work or any part thereof under the provisions of the conditions the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or labour provided by BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the respective area **HOD** whose decision shall be final and conclusive.

19. TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR

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

20. SPECIAL POWER TO TERMINATION

If at any time after the award of contract, BHEL shall for any reason whatsoever not require whole or any part of the work to be carried out the respective area **HOD** shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the foreclosing of the work.

21. RECOVERY FROM CONTRACTOR

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

22. POST TECHNICAL AUDIT OF WORK AND BILLS

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

23. REFUND OF SECURITY DEPOSIT

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

24. FORCE MAJEURE CLAUSE

If, at any time during the continuance of this Contract the performance in whole or in part by either party of any obligations under this Contract shall be prevented or delayed by reason of any War, Hostile acts of the public enemy Civil Commotion, Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, Earthquake etc.) then provided notice of happening of any such event is given by either party to other within 7 days from the date of occurrence thereof neither of the parties shall by reason of such event be entitled to terminate this Contract or claim for damages against the other in respect of such non-performance or delay for such period. Performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event, claims for extension of time may be granted for periods considered reasonable by the respective area **HOD** at his discretion subject to prompt notification by the contractor.

25. ARBITRATION

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

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

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

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

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

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

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

26. JURISDICTION:

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

27. SECRACY OF CONFIDENTIAL INFORMATION:

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

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

28. SIGNING OF CONTRACT

Each contract document shall be signed by the Contractor with his usual signature. Contract by partnership or Hindu Joint Family firm, may be signed in the FIRM'S name by the Managing Partner or all /one of the Partners on behalf of the firm or the Karta or Manager for HUF as the case may be. Contract by a Company shall be signed with the name of the Company from a person authorised in this behalf and a Resolution or power of attorney or other satisfactory proof, showing that the person signing the Contract documents on behalf of the Company is duly authorised to do so, shall accompany the contract.

29. FRAUD PREVENTION POLICY

The Bidder along with its associate / collaborators / sub – vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about fraud or suspected fraud as soon as it comes to their notice". Fraud Prevention policy and List of Nodal Officers shall be hosted on BHEL website, vendor portals of Units / Regions intranet.

30. SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS / CONTRACTORS:

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

31. RISK PURCHASE:

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

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

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

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

Where,

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

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

H = Overhead Factor shall be taken as 5

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

*(Balance scope of work/ supply)

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

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

32. NOTICES OF ACCIDENTS

In the event of an accident the Contractor shall be required to fill injury report and submit to the Engineer in charge immediately and ensure compliance of ESI / Workmen's Compensation of accident as per the Act.

The Contractor shall get the Contract personnel engaged by him insured under workmen's compensation policy from any Insurance company in India before actually starting the work. The Insurance Coverage should be for the entire period of Contract. The Contractor shall comply with the provisions of the Workmen's Compensation Act 1923. (This should be read in connection with the provisions of ESI Act.)

33. DAMAGE / LOSS TO PROPRTY & INJURY TO WORKMEN

The Contractor shall at his own expense reinstate and make good to the satisfaction of the respective area **HOD** and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Employees Compensation Act or otherwise.

“BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life / permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below.

- A. Victim: Any person who suffers permanent disablement or dies in an accident as defined below.
- B. Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/operation and works incidental thereto at BHEL factories/offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works/during working at BHEL Units/Officers/townships and premises/Project sites.
- C. Compensation in respect of each of the victims:
 - a. In the event of death or **permanent disability** resulting from **Loss of both limbs**: Rs 10,00,000/- (Rs Ten lakh)
 - b. In the event of **others permanent disability**: Rs.7,00,000/- (Rs. Seven Lakh)
- D. Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to section 2 (I) of the Employee's Compensation Act,1923”

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

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

Other than the bidder, none of its group concerns or affiliates etc. shall participate in the tender either directly or indirectly through any other agency under same proprietor / common director(s) / common partner(s).

The bidder should declare the same in the Tender. Even during the course of evaluation / finalization of Tender if it is found that some of the parties are not fulfilling the above clauses, BHEL will not consider them for further participation in the Tender.

2. EVALUATION CRITERIA:

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

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

3. CRITERIA FOR AWARD OF WORK:

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

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

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

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

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

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

5. RATE FINALIZATION

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

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

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

ANNEXURES

PART-I (No Deviation certificate)

ANNEXURE-A

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

Name of Works: RATE CONTRACT FOR COLLECTION, TRANSPORTATION AND SAFE DELIVERY OF CONSIGNMENTS (COURIER & CARGO) OF BHEL-EDN & ESD, BANGALORE FOR THREE MONTHS DURING 2023.

Tender Ref No: BHEL-EDN/ CCD/ CCC-EDN/NIC-ST1/ 2023/ Date: 25.02.2023

I/ We have read and clearly understood all the Terms and conditions in Tender Schedule of "RATE CONTRACT FOR COLLECTION, TRANSPORTATION AND SAFE DELIVERY OF CONSIGNMENTS (COURIER & CARGO) OF BHEL-EDN & ESD, BANGALORE FOR THREE MONTHS DURING 2023" Tender Ref. No.: BHEL-EDN/ CCD/ CCC-EDN/NIC-ST1/ 2023 / 25.02.2023 and accordingly we accept the same without any deviation what so ever.

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

(Contractor Signature with Seal)

ANNEXURE-B**A.SD PAYMENT WIDE SBI-E COLLECT**

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

STEP BY STEP PROCEDURE TO REMIT SD AGAINST TENDER NOTIFICATION:

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

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

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

(PLEASE CHECK THE STATUS BEFORE MAKING PAYMENT SECOND TIME)

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

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

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

PART-II (PRICE BID)(FOR REFERENCE)

Sl No	Sch	Description	Weight Slab	Unit of Measurement	Approx. Qty.	Per Unit Rate	Total amount (INR) ₹
1	A1	Minimum freight charges up to 20 kg	0 – 20 Kg.	Per docket	550		
2	A2	From anywhere in India to BHEL-EDN / BHEL-ESD	21 – 500 Kg.	Kg	2500		
3	A3	From anywhere in India to BHEL-EDN / BHEL-ESD	501-1000 Kg.	Kg	3300		
4	A4	From anywhere in India to BHEL-EDN / BHEL-ESD	>1000 Kg.	Kg	5000		
5	A5	From BHEL-EDN / BHEL-ESD /Bangalore airport to anywhere in India including project sites	21 - 500 Kg.	Kg	11200		
6	A6	From BHEL-EDN / BHEL-ESD /Bangalore airport to anywhere in India including project sites	501-1000 Kg.	Kg	12500		
7	A7	From BHEL-EDN / BHEL-ESD /Bangalore airport to anywhere in India including project sites	Basic Freight rate	Kg	12800		
8	A8	Extra charge for delivery / pick up beyond 25 KM from nearest hub / branch for unscheduled locations (i.e. 25 KM away from nearest branch) irrespective of weight and distance.	-----	Per docket	200		
Total value excluding GST: (₹)							
Goods and Services Tax (GST) @.....%(₹)							
Total Value including GST(₹)							