



Bharat Heavy Electricals Limited
(A Government of India Undertaking)
Boiler Auxiliaries Plant
Ranipet-632406

BHEL Tender Ref. No.: S012500031

WORKS CONTRACT MANAGEMENT

| NOTICE INVITING e-TENDER | |
|---|--|
| Tender Notice No | S012500031, Dated: 19.06.2025 |
| Nature of work | Hiring 07 (Seven) nos. of A/c T- Board Sedan taxis with drivers on daily rental basis for usage in Tamilnadu State |
| Type of tender | Open Tender (Two-part bid) |
| Period of contract | Two Years |
| Earnest Money Deposit (EMD) Amount | Rs. 2,00,000/- (MSE/Start-up Bidders are exempted from EMD) |
| Tender download start date | 19.06.2025 |
| Last date & Time for Receipt of the Tender | 30.06.2025 at 11:00 Hrs |
| Date of Technical bid Opening | 30.06.2025 at 16:30 Hrs. onwards |
| <i>(Please obtain updated information from the e-Procurement portal about the latest applicable dates & other changes if any in the tender contents)</i> | |
| Date of Price Bid Opening | Bidders whose technical bids are found acceptable will be intimated about the status of their offers and the date of opening of Price Bid through E-procurement portal |
| Submission of Tender | Online submission thro' BHEL eProcurement Portal website: https://eprocurebhel.co.in/nicgep/app |
| Tender Opening | Online through e-Procurement Portal |
| Note: 1. The Tender documents can be downloaded at free of cost from BHEL eProcurement Portal website: https://eprocurebhel.co.in/nicgep/app and also BHEL website (https://www.bhel.com/ tenders). 2. All corrigenda, addenda, amendments, clarifications etc. to tender specification will be hosted in the web pages (https://eprocurebhel.co.in/nicgep/app) only. 3. Bidders shall keep themselves updated with all such developments. 4. BHEL will finalize the contract through reverse auction. 5. Contract will be awarded to Single Party only. | |

Note: Tenderer should sign and affix seal in all the pages of this tender and all supporting document.

We hereby accepted above
(signature & seal of bidder)



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SCOPE OF WORK

1) PROVISION OF TAXIS:

- (a) This contract pertains to the provision of seven (7) Tamilnadu RTO-permitted A/C T-Board taxis of any fuel type (Petrol/Diesel) with manufacturing year 2023 or later with drivers on a hire basis for a period of two years to meet the transportation requirements of BHEL, Ranipet, under a daily rental arrangement
- (b) However, the initial provision of 7 (seven) taxis may be adjusted based on BHEL's operational requirements during the contract period, ranging from a minimum of 4 (four) to a maximum of 8 (eight) taxis. Any increase or decrease in quantity will be communicated to the contractor with a two-week written notice prior to implementation.
- (c) Vehicles registered or re-registered in Tamil Nadu on or before the date of technical bid opening shall be supplied.

2) REQUIREMENT OF TAXIS:

- (a) Only 5-Seater Sedan type taxis shall be supplied.
- (b) Color of the vehicle shall be White/Silver/Grey only.
- (c) Preferably Maruti Suzuki Dzire / Tour, Toyota Etios, Tata Indigo, Honda Amaze or equivalent modes/ higher models.
- (d) The capacity of vehicle Engine shall be minimum of 1100 cc
- (e) Vendors to submit the make /model/type of fuel etc. during tender
- (f) Any fuel type (Petrol/Diesel) Taxis are acceptable
- (g) The taxis should be provided with the following accessories inside.
 - i) Seat covers & Seat belts (both front & back)
 - ii) Floor mat and foot mat
 - iii) Jockey and hand tools
 - iv) Spare fuses
 - v) Black sticker on front light
 - vi) Mobile stand, mobile charger unit with cable

3) INSPECTION OF VEHICLE AND DOCUMENT VERIFICATION:

- (a) BHEL tender committee shall evaluate the tender documents including the vehicle document submitted by the bidders as per NIT PQR to ensure that the bidders are provided all documents to qualify the tender conditions.
- (b) After the award of work, the L1 bidder must present all seven taxis for inspection and document verification within 7 days from the date of issue of Letter of Intent. The vehicles will be inspected by the Transport Department of M&S/BHEL at Ranipet, and driver documents will be verified prior to the commencement of work.
- (c) BHEL shall not pay any additional charges for bringing the vehicle for inspection. The physical condition of the vehicle, engine noise and tyre condition shall be checked during inspection.

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Working condition of A/c also will be inspected for offered vehicle. During inspection, if vehicle condition is not good, the offered vehicle will be rejected and vendors have to provide alternate vehicles as per requirement.

- (d) The vehicle's condition, including engine performance, suspension, doors, tires, headlights, indicators, horn, seat belts, car charger, batteries etc., must be always maintained in good working order. If any defects are found, the vehicle will be removed from operation until the issues are resolved during execution. In such cases, the vendor must immediately provide a suitable alternate vehicle with drivers.
- (e) Also, the BHEL Inspectors verify,
 - i. Appearance of the vehicle
 - ii. Running condition of the vehicle
 - iii. Upholstery
 - iv. Physical fitness of the driver
 - v. Overall acceptance for use
- (f) Inspection of the vehicle shall be carried out from time to time during the execution of the contract. The contractor shall take appropriate action to maintain the vehicle in accordance with the inspection criteria mentioned in this clause. Failure to do so will attract penalties.
- (g) All vehicles will be inspected by Transport department of M&S/BHEL at Ranipet and the driver documents will be verified prior to commencement of work and during execution. If the documents are not in place the vehicle will not be allowed inside and alternate vehicle shall be arranged by contractor.
- (h) The vehicle should always be kept very clean, both internally and externally.

4) THE FOLLOWING ARE MANDATORY REQUIREMENTS FOR THE DRIVER:

The contractor shall ensure that the driver meets the following requirements during the execution of the contract. Failure to do so will result in the immediate removal of the driver from duty, and the contractor shall make alternate arrangements without any delay

- (a) The driver must possess a valid LMV driving license with a badge.
- (b) Driver is to be paid Skilled worker wages as per Tamilnadu Govt.
- (c) The driver must wear a neat and clean uniform consisting of black pants and a white shirt during duty hours.
- (d) Casual attire such as T-shirts, Vests (Baniyans), and Jeans shall not be permitted during duty hours.
- (e) The driver must have a mobile handset with a valid mobile number, which shall always be in working condition to attend calls from guests and BHEL Transport Department. The contractor must ensure this.
- (f) The driver must not be under the influence of alcohol while on duty and must not smoke inside the taxi.
- (g) The driver must adhere to the instructions given by the BHEL Transport section in charge.
- (h) The driver should allow the passenger to enter the taxi first before entering the vehicle.
- (i) If an official carries hand luggage, the driver must assist in placing it inside the taxi.
- (j) The driver must follow BHEL road safety rules and regulations inside the factory and township premises.
- (k) The driver must strictly comply with motor vehicle rules while driving inside/outside factories.
- (l) The driver must wear a seatbelt while driving, as per government regulations.

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- (m) The driver must not demand money from passengers for any expenses.
- (n) The driver must be sincere, disciplined, and provide satisfactory service to BHEL officials without any complaints. Any instance of indiscipline, misconduct, or complaint will warrant the immediate replacement of the driver.
- (o) The contractor/Representative of contractor shall be fully responsible for resolving any disputes with BHEL. Drivers must not engage in disputes, arguments, or misconduct with BHEL officials. Any such behaviour will be considered serious indiscipline and will result in the immediate replacement of the driver by the contractor.
- (p) The driver is whole responsible for getting the trip sheet is duly filled and obtain signature from guests as per rules and regulations of BHEL.
- (q) The driver must comply with the biometric attendance system and vehicle movement pass requirements as per BHEL rules and regulations.

5) MODE OF OPERATION AND OPERATING HOURS:

- (a) All the Taxis as per contract shall be fully operational in BAP/BHEL Ranipet, within a week of commencement of the contract.
- (b) The starting and closing of km readings will be accounted at BHEL Transport section or vehicle reporting section only and it will be certified by the pooling section –in-charge of BHEL Transport or reporting section in charge as applicable.
- (c) The contract taxis are engaged for a minimum of 10 hours per day and shall be paid full-day payment. Failure to operate for the required 10 hours shall incur a penalty.
- (d) If BHEL requires partial engagement of taxis, the contractor/driver will be informed in advance. The partial engagement will always be for more than 5 hours, and payment will be applicable on a pro-rata basis on actual working hours. The contractors are not allowed on their own for a partial operation of taxis.
- (e) If BHEL requires the engagement of taxis beyond 10 hours in a day and the duration exceeds 10.5 hours, payments will be paid on a pro-rata basis.
- (f) Taxis shall be made available on all working days, including Sundays and holidays. However, BHEL will inform the contractor/driver in advance about the number of vehicles to be operated and the full/partial working hours on Sundays and holidays. All other days shall be considered full working days with a minimum of 10 hours of operation.
- (g) In case of Emergency/Extended hours (beyond 10 hrs)/Off hours requirements, such as picking up customers from various locations during off-hours, the engagement time shall be considered as working hours, and payments will be paid on a pro-rata basis. The Emergency/Extended hours (beyond 10 hrs)/Off hours allotment of taxis shall be at the discretion of BHEL and is mandatory. The allocation of taxis will be on a rotational basis, and if the allotted taxi is unable to report, the contractor must arrange an alternate taxi. Failure to do so will incur a penalty as per clause 9.b.
- (h) The A/C Taxis are allowed to operate for out-station requirements.
- (i) The total Contract shall be operated within 4480 taxi days.
- (j) The Taxi days shall be calculated as follows:
 - Number of Working days 300 Days
 - Number of Sundays/Holidays 20 Days
 - Total Taxi days = $320 \times 7 \times 2(\text{years}) = 4480$

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- (k) The Rate quoted by the contractor shall not be revised at any cost during contract period of 2 years

6) CONDITIONS FOR OPERATING VEHICLE AT FACTORY PREMISES:

- (a) The vehicle must report to the BHEL Transport pooling section or the designated point at the requested time regularly to take entry and receive instructions from Transport department.
- (b) Trip sheets for taxis engaged will be provided by BHEL. The taxi driver is responsible for ensuring that all required columns for each trip are completed and signed by the user, along with their staff number.
- (c) In case of loss of the original trip sheet, BHEL reserves the right to reject the claim.
- (d) The taxi drivers must carry all relevant valid documents, including a driving license, badge number, road tax receipt, registration certificate (RC), insurance certificate, fitness certificate (FC), and emission certificate. If the original documents are unavailable, clear copies must be kept in the taxi. **Taxis without these documents will not be allowed inside the factory premises.**
- (e) Taxis must report to BHEL in full readiness and remain available for the entire day's operation.
- (f) Taxis should operate only with the "ON CONTRACT WITH BHEL" name board provided by BHEL during operation.
- (g) Any mishap (such as fire or accident) occurring en-route is the complete responsibility of the vendor. The vendor is also responsible for ensuring the safe, comfortable, and timely transportation of passengers.
- (h) Taxis must report to BHEL with sufficient fuel to operate throughout the day. Once inside the premises, taxis will not be permitted to leave for refueling.
- (i) The vendor must not carry out any vehicle repairs inside the factory premises, except for tire changes in the event of a puncture. In case of a vehicle breakdown within the factory premises, the vehicle must be taken outside for repairs. Re-entry will only be permitted after the issue is fully resolved.
- (j) If the vehicle is assigned for pooling requirements, it shall report to the Transport Department by 08:30 Hrs and ensure a minimum of 10 hours of operation. The release time will be as per BHEL's requirements. BHEL reserves the right to modify the reporting and relieving time as necessary.
- (k) If the vehicle is used for senior officials, VIP pick-up and drop, customers, auditors, etc., of BHEL, a trip sheet must be maintained as per BHEL's requirements. All trip sheet entries and approvals shall be strictly followed in accordance with BHEL rules and regulations by the driver.
- (l) Contractors must not change vehicles without prior permission from BHEL. If a vehicle needs to be replaced, it must be of the same model or a higher-segment make.
- (m) The contractor must obtain a feedback report from the user official regarding the satisfactory operation of the service and vehicle. Feedback forms will be issued by the BHEL Transport department.

7) BREAKDOWN OF CONTRACT VEHICLE:

- (a) In the event of a vehicle breakdown or failure to meet the requirements specified in clause 3, the issues shall be resolved immediately. Meanwhile, the vendor must arrange an alternate vehicle of same/higher model to ensure uninterrupted operations.
- (b) In case of breakdown of a car while in operation:

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- (i). The taxi should be replaced by an alternate vehicle of similar type within one hour from the time of breakdown.
- (ii). Bills should be prepared combining the total kilo-meters and hours of both the breakdown car and the substitute car.
- (iii). No extension charges will be paid for breakdown hours.
- (iv). The log/trip sheet must mention the breakdown details.

8) GENERAL CONDITIONS:

- (a) The vendor shall ensure that the drivers, along with the vehicles, are available at all times during operations.
- (b) Periodical service of the vehicle in respect of the engine, wheel alignment and balancing etc. as recommended by the vehicle manufacturer to be done without fail.
- (c) Upon the award of the contract, the vehicle(s) provided by the vendor shall be in good condition and subject to verification against the previously inspected condition. In the event of a vehicle change, only an alternate vehicle that meets the tender specifications shall be provided, with prior approval from BHEL. The replacement vehicle will also be inspected and approved by BHEL before deployment.
- (d) The vendor should not sub-let any portion of the contract.
- (e) The vendor shall, at his own expense, reinstate and make good to the satisfaction of BHEL Management, and pay compensation for any injury to any person or loss/damage caused to any property within the BHEL complex or adjacent highway/roadway.
- (f) Any addition, deletion, or changes in the partnership deed should be informed to BHEL well in advance.
- (g) The provisions of the Motor Vehicles Act or any statutory modifications, amendments, or re-enactments thereof, and the rules made thereunder from time to time, must be followed by the transport contractors.
- (h) The vendor should ensure that there are no advertisements on the taxis.
- (i) The taxis allotted for BHEL use will be subject to checks by BHEL security personnel as and when required.
- (j) BHEL reserves the right to refuse engagement of any vehicle even after its arrival at the factory, if the driver or the vehicle does not conform to the Motor Vehicles Act regulations.
- (k) BHEL shall have the right to cancel the contract at any time if the provisions of the contract are not adhered to, without prejudice to recovering excess expenditure incurred by BHEL from security, running bills due for payment, and any other provisions available for recovery as per the terms and conditions of the contract.
- (l) BHEL shall have the right to short-close the contract at any time due to administrative reasons by giving one month's advance notice.
- (m) Vehicles will be permitted a maximum of two days for renewal of the Fitness Certificate with documentary proof and prior permission. During these days, rental charges will not be paid by BHEL, and penalties will not be applicable.
- (n) The contractor owner or representative of the contractor only allowed to communicate with BHEL Officials regarding billing, invoices, documents, records, clarifications and etc.,

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PRE-QUALIFICATION REQUIREMENTS (PQR)

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

- 1) **The bidder should have minimum 1 No. of T-Board taxi (Sedan Type) of any fuel (Petrol/Diesel) of any manufacturing year, with Tamilnadu Permit.** In case of proprietorship firm / Partnership firm the vehicle should be in the name of the firm or in the name of the partners or leased. In case of Company (Private or Public Limited) vehicle should be in the name of the director or Company. The registration or ownership or lease agreement should be on or before the date of technical bid opening.
 - (i) Vendor shall submit copies of RC, FC, Insurance policy, Tamilnadu Permit, Tax pertaining to the vehicle and Pollution certificate for the above. Originals will be verified manually /through Parivahan website at the discretion of BHEL.
 - (ii) In case of the leased vehicle(s), a valid lease agreement till the end of the proposed contract period shall be available in the name of tenderer.
 - (iii) In case, if the Tenderer is a Registered Partnership Firm, it is sufficient if the vehicle is owned by one of the partners of the Partnership Firm. In such case, the Tenderer shall enclose a Letter of Undertaking from all the Partners of the Firm.
 - (iv) Driver should have valid driving LMV license with badge and minimum 3 years driving experience. Copy of driving license with badge and experience certificate to be submitted.
 - (v) Only contractors with readily available vehicles for deployment on contract commencement date shall be eligible to participate in the tender. Bidders must also submit a vehicle deployment plan for the required number of vehicles along with the tender document. The vehicles being used in the present running contracts of BHEL Ranipet shall not be offered in this tender. However, cars presently running under a BHEL contract that expires before the Contract Commencement Date of the previous contract may be offered in the new tender.

Bidders have to submit all the necessary documents for all the above requirements.

All bidders including MSE (Micro / Small) bidders and all start-ups recognized by Department for Promotion of Industry & Internal trade have to fulfil above condition.

- 2) BHEL reserves the right to verify the information provided by the bidder, in case the information provided by the bidder is found to be false/incorrect, the offer shall be rejected. BHEL reserves its right to reject the tender on account of unsatisfactory past performance by the bidder in other projects awarded under different enquiry.

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3) The bidder shall have either of the following experience:

(a) Three similar completed works each costing not less than and equal to the amount **Rs. 38.38 Lakhs (excluding GST)**

(OR)

(b) Two similar completed works each costing not less than and equal to the amount **Rs. 47.98 Lakhs (excluding GST)**

(OR)

(c) One similar completed works costing not less than and equal to the amount **Rs. 76.76 Lakhs (excluding GST)**

Note: Similar works means “The bidder should have executed /executing Hiring of taxis for state/Central Govt. or Public Sector under takings or Enterprises or any private firms in the last Seven years as on last day of month previous to the one in which applications are invited.

Necessary work order copies along with the completion certificate have to be submitted along with the offer as proof for the above requirement & Running contract of work order value may be considered as on tender opening date. Otherwise the offer will be rejected.

All bidders including MSE (Micro / Small) bidders and all start-ups recognized by Department for Promotion of Industry & Internal trade have to fulfil above condition (clause 3 above)

4) The financial PQR w.r.t. Turnover criteria is given below:

A. The bidder has to submit financial accounts (audited, if applicable comprising of Audit report, Balance Sheet, Profit & Loss A/c Statement and Notes/Schedules pertaining to Turnover/Sales/Revenue), for 5 years (or from the date of incorporation, whichever is less) as on tender due date to review the above criteria. In case the incorporation of vendor is less than 3 years, average annual financial turnover shall be calculated based on available information as below: -

(i) If the accounts are available for ≤ 1 Financial Year, the Average Annual Turnover shall be calculated based on available information divided by 1 (One).

(ii) If the accounts are available for >1 but ≤ 2 Financial Years, the Average Annual Turnover shall be calculated based on available information divided by 2 (Two).

(iii) If the accounts are available for >2 but ≤ 3 Financial Years, the Average Annual Turnover shall be calculated based on available information divided by 3 (Three)

B. Average annual financial turnover of any 3 Financial Years out of last 5 financial year (beginning **from 01.04.2019 -31.03.2024**) should not be less than **Rs. 28.79 lakhs**

C. While calculating Annual Turnover / Sales, other operating income and other income shall not be considered.

All bidders including MSE (Micro / Small) bidders and all start-ups recognized by Department for Promotion of Industry & Internal trade have to fulfil above condition (clause 4 above).

Offers of Vendors, which do not qualify any of the above Pre-Qualification Requirements, will be summarily rejected.

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Note:

- i. Those who are unable to comply the above points / unable to provide any of the above documents shall be technically rejected and the price bid of the rejected offers will not be opened.
- ii. The work executed in the own name of the bidder only will be considered for similar works executed for meeting the eligibility criteria.
- iii. BHEL reserves the right to cross check the documents from the issuing Firm, and/or call for any additional documents including Bank Statement for verification.

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CHAPTER 3

CHECK LIST

(to be filled by Bidder)

| S No | Description | To be filled by bidder |
|------|--|----------------------------|
| 1 | Name of the Tenderer | |
| 2 | Address for Communication | |
| 3 | Email Cell Phone Fax | |
| 4 | Whether the firm is individual firm or Sole proprietorship firm or partnership firm or Hindu undivided Family or association of persons or Private Limited company or Public Limited company or any other please specify | |
| 5 | Whether the contractor has registered his workmen under employees State Insurance Act. If so, the Registration No./ Enrolment Number may be furnished. (Photo copy is to be enclosed) | |
| 6 | PAN no and documentary proof (Photo copy has to be enclosed) | |
| 7 | The GST heads under which the enlisting person registered with GST Authorities and copy of GST registration certificate has to be enclosed. | |
| 8 | Whether the contractor has registered his workmen under Employees Provident Fund and Miscellaneous Provisions Act. (Photo copy is to be enclosed) | |
| 9 | Applicable GST quoted Note: Please refer GST clause of Special Conditions of Contract regarding GST. | RCM@ _____% FCM@ _____% |
| 10 | MSE Details (if applicable) Documents Required for MSE is UDYAM registration certificate | |

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CHAPTER 4

INSTRUCTIONS TO BIDDER

1.1 DESPATCH INSTRUCTION

- i) The General Conditions of Contract form part of the Tender specifications. Bidders shall upload sealed and signed bid documents along with other supporting documents in the BHEL GePNIC portal. The information furnished shall be complete by itself. The tenderer is required to furnish all the details and other documents as required in the following pages.
- ii) Tenderers are advised to study all the tender documents carefully. Any submission of tender by the tenderer shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implications thereof. Should the tenderers have any doubt about the meaning of any portion of the Tender Specification or find discrepancies or omissions in the drawings or the tender documents issued are incomplete or shall require clarification on any of the technical aspect, the scope of work etc., he shall at once, contact the authority inviting the tender well in time (so as not to affect last date of submission) for clarification before the submission of the tender. Tenderer's request for clarifications shall be with reference to Sections and Clause numbers given in the tender documents. The specifications and terms and conditions shall be deemed to have been accepted by the tenderer in his offer. Non-compliance with any of the requirements and instructions of the tender enquiry may result in the rejection of the tender. The tenderers can visit BHEL Ranipet on working days during office working hours for any clarifications before submitting their offer.

1.2 SUBMISSION OF TENDERS

- 1.2.1 The tenderers must submit their tenders to Officer inviting tender as per instructions in the NIT.
- 1.2.2 Tenders shall be submitted through E-Procurement portal (BHEL GePNIC) as per instruction in NIT. Tenderers to upload offers well in advance in order to avoid last minute congestion in e-procurement website (BHEL GePNIC). However, after submission of the tender, the tenderer can re-submit revised tender but before due date and time of submission of tender as notified.
- 1.2.3 Tenders shall be opened by Officer of BHEL at the time and date as specified in the NIT. For this tender, bidders may attend through online mode, if provisions are available in e-procurement portal.
- 1.2.4 Tenderers whose bids are found techno commercially qualified shall be notified through e-procurement system about the date and time of opening of the Price Bids. BHEL's decision in this regard shall be final and binding.
- 1.2.5 The information given in the tender documents is for general guidance and shall not be construed as contractually binding on BHEL/ Owner. All relevant site data/ information as may be necessary for bidding shall have to be obtained/ collected by the Tenderer.
- 1.2.6 The Tenderers are advised to physically visit the site to acquaint and satisfy themselves about the weather conditions, working culture in the area, socio-political environment, safety & security aspects, law & order situation, law of the land, transportation routes, various distances, surroundings of plant/ project premises together with all statutory, obligatory, mandatory requirements of various authorities and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the discharge of various obligations under the Contract during contract period including extended period (if any).
- 1.2.7 The submission of bid will tantamount to due diligence having been done and it shall be deemed that:
 - a) the Tenderer has obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect the Works

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- b) the Tenderer accepts total responsibility for having foreseen all difficulties and costs of successfully completing the Works
- c) the Tenderer accepts that, the Contract Price shall not be adjusted to take account of any unforeseeable or unforeseen difficulties or costs and the Tenderer shall not raise any claims/ disputes against BHEL and/ or Owner at later date in any manner whatsoever.

1.3 LANGUAGE

- 1.3.1 The tenderer shall quote the rates in English language and international numerals. For the purpose of the tenders, the metric system of units shall be used.
- 1.3.2 All entries in the tender shall either be typed or written legibly in ink. Erasing and over-writing is not permitted and may render such tenders liable for rejection. All cancellations and insertions shall be duly attested by the tenderer.

1.4 QUALIFICATION OF TENDERERS

- i) Only tenderers who have previous experience in the work of the nature and description detailed in the Notice Inviting Tender and/or tender specification are expected to quote for this work duly detailing their experience along with offer.
- ii) Offers from tenderers who do not have proven and established experience in the field shall not be considered.
- iii) The offers of the bidders who are on the debarred list shall be rejected. Further, offer of the bidders, who engage the services of the debarred firms or associated with the debarred firm, for present bid, shall also be rejected. The list of debarred firms is available on BHEL web site www.bhel.com.
- iv) Offers from tenderers who do not comply with the latest guidelines of Ministry/Commissions of Govt. of India shall not be considered.

1.5 EVALUATION OF BIDS

- i) Technical Bids submitted by the tenderer will be opened first and evaluated for fulfilling the Pre- Qualification criteria and other conditions in NIT/Tender documents, based on documentary evidences submitted along with the offer.
- ii) In case the same qualifying experience is claimed by more than one agency, then:
 - a. The agency who has executed the work as per documentary evidence submitted shall only be qualified. Scope of qualifying work should be totally with the agency who has executed and in case it is only labour and consumables without T&P, then the credentials of execution is assigned to the first agency and not to the agency who has executed only as labour supply contractor. Further, BHEL reserves the right to ask for any other proof for the said job.
 - b. However, if the same is on account of subletting, part of scope by one agency to another agency in a project of BHEL, experience of both the agencies may be considered for the sublet portion of the work provided subletting has been done with the approval of BHEL.
- iii) In case the qualifying experience is claimed by bidder is based on 'Work Order' and 'Experience Certificates' from any organization other than BHEL (main agency), then it shall be the responsibility of the bidder to submit (in addition to the experience certificate from main agency) relevant certificate regarding qualifying experience from the end Customer or the Turnkey-Contractor (if any) who has awarded the work to main agency, as a proof for having executed subject qualifying work. BHEL reserves the right to ask for any other proof for the said job.

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(signature & seal of bidder)



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- iv) Assessing Bidder's Capacity for executing the current tender shall be as per Notice Inviting Tender.
- v) Price Bids of shortlisted bidders shall only be opened through the electronic price bid opening with/without Reverse Auction, at the discretion of BHEL. Unless specified otherwise in the tender, the L1 bidder amongst all the shortlisted bidders shall be considered for award. However, the L1 bidder shall have no claim on the award & BHEL reserves the right to award the tender at its sole discretion.
- vi) Price Bids of unqualified bidders shall not be opened. Reasons for rejection shall be intimated in due course either through system generated e-mail or through letter/e-mail after award to successful bidder.
- vii) **After the award of work, the L1 bidder must present all seven taxis for inspection and document verification within 7 days from the date of issue of Letter of Intent. The vehicles will be inspected by the Transport Department of M&S/BHEL at Ranipet, and driver documents will be verified prior to the commencement of work.**
BHEL shall not pay any additional charges for bringing the vehicle for inspection. The physical condition of the vehicle, engine noise and tyre condition shall be checked during inspection. Working condition of A/c also will be inspected for offered vehicle. During inspection, if vehicle condition is not good, the offered vehicle will be rejected and vendors have to provide alternate vehicles as per requirement.
- viii) **In the event of the award of work, the contractor (L1 bidder) shall provide seven (7) taxis with Tamilnadu state RTO permit, A/C, T-Board registration, and drivers with valid License and Police verification on a hire basis. The vehicles shall be of model year 2023 or later (Sedan type 5-Seater) and must be in White, Silver, or Grey colour only. These vehicles shall be made available within 15 days from the date of issue of Letter of Intent or as per the exact date of requirement, which will be communicated prior to the award of work.**

1.6 DATA TO BE ENCLOSED

Full information shall be given by the tenderer in respect of the following. Non-submission of this information may lead to rejection of the offer.

- i) **INCOME TAX PERMANENT ACCOUNT NUMBER**
Certified copies of Permanent Account Numbers as allotted by Income Tax Department for the Company/Firm/Individual Partners etc. shall be furnished along with tender.
- ii) **ORGANIZATION CHART**
The organization chart of the tenderer's organization, including the names, addresses and contact information of the Directors/Partners shall be furnished along with the offer.
- iii) **An attested copy of the Power of Attorney, in case the tender is signed by an individual other than the sole proprietor.**
- iv) **IN CASE OF INDIVIDUAL TENDERER:**
His / her full name, address, PAN and place & nature of business
- v) **IN CASE OF PARTNERSHIP FIRM:**
The names of all the partners and their addresses, copy of the partnership deed/instrument of partnership duly certified by the Notary Public shall be enclosed.
- vi) **IN CASE OF COMPANIES:**
 - a) **Date and place of registration including date of commencement certificate in case of Public Companies (certified copies of Memorandum and articles of Association are also to be furnished).**

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- b) Nature of business carried on by the Company and the provisions of the Memorandum relating thereof.

1.7 AUTHORIZATION AND ATTESTATION

Tenders shall be signed by a person duly authorized/empowered to do so, for which a Power of Attorney is to be submitted along with the tender offer. For company, a Power of Attorney (as per format in Annexure) shall be submitted.

1.8 EARNEST MONEY DEPOSIT (Not Applicable)

1.9 SECURITY DEPOSIT

- 1.9.1 Upon acceptance of Tender, the successful bidder shall be required to deposit the 5% of the contract value (total hire charges for the 07 taxis) as Security Deposit towards fulfilment of any obligations in terms of the provisions of the contract.
- 1.9.2 The Security Deposit shall be furnished before start of the work by the contractor.
- 1.9.3 The required Security Deposit 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) 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).
 - iv) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format for Security Deposit shall be in the prescribed formats.
 - v) 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). Specific lien in favour of BHEL on the FDR shall be marked and letter from the Bank having created such lien in the format shall be submitted along with FDR.
 - vi) Insurance Surety Bonds.

Note:

- i) 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.
 - ii) In case of delay in submission of Security Deposit, enhanced security deposit which would include interest (Repo rate + 4%) for the delayed period, shall be submitted by the bidder before submission of first bill.
- 1.9.4 The Security Deposit shall not carry any interest.
- 1.9.5 In case the value of work exceeds the awarded / accepted value, the Security Deposit shall be correspondingly enhanced as given below:
- i) The enhanced part of the Security Deposit shall be immediately deposited by the Contractor or adjusted against payments due to the Contractor.
 - ii) Contract value for the purpose of operating the increased value of Security Deposit due to Quantity Variation, shall be exclusive of Price Variation Clause, Over Run Compensation and Extra works done on man-day rates.
 - iii) The recoveries made from running bills can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of competent authority of BHEL.
- 1.9.6 The validity of Bank Guarantees towards Security Deposit shall be valid till actual completion of work + Guarantee Period + 3 months.

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1.9.7 BHEL reserves the right of forfeiture of Security Deposit in addition to other claims, damages and remedies in the event of the Contractor's failure to fulfil any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off the Security Deposit against any claims of other contracts with BHEL by giving prior notice to the contractor.

1.10 RETURN OF SECURITY DEPOSIT:

Security Deposit shall be released to the contractor upon fulfilment of contractual obligations as per terms of the contract including completion of Guarantee Period after deducting all expenses / other amounts due to BHEL under the contract.

1.11 BANK GUARANTEES

Where ever Bank Guarantees are to be furnished/submitted by the contractor, the following shall be complied with

- i) Bank Guarantees shall be from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. Bank Guarantees issued by Co-Operative Banks/ Financial Institutions shall not be accepted.
- ii) The Bank Guarantees shall be as per prescribed formats.
- iii) It is the responsibility of the bidder to get the Bank Guarantees revalidated/extended for the required period as per the advice of BHEL concerned officials. BHEL shall not be liable for issue of any reminders regarding expiry of the Bank Guarantees.
- iv) In case extension/further extensions of any Bank Guarantees are not required, the bidders shall ensure that the same is explicitly endorsed by the concerned BHEL officials and submitted to the dept. issuing the LOI/LOA.
- v) In case the Bank Guarantees are not extended before the expiry date, BHEL reserves the right to invoke the same by informing the concerned Bank in writing, without any advance notice/communication to the concerned bidder.
- vi) Bidders to note that any corrections to Bank Guarantees shall be done by the issuing Bank, only through an amendment in an appropriate non-judicial stamp paper.
- vii) The Original Bank Guarantee shall be submitted to contracting department of BHEL Ranipet unless specified otherwise in TCC.

1.12 VALIDITY OF OFFER

The rates in the Tender shall be kept open for acceptance for a minimum period of **THREE MONTHS** from latest due date of offer submission (including extension, if any). In case BHEL (Bharat Heavy Electricals Ltd) calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the tenderers.

1.13 EXECUTION OF CONTRACT AGREEMENT

The successful tenderer's responsibility under this contract commences from the date of issue of the Letter of Award by Bharat Heavy Electricals Limited.

The successful tenderer shall be required to execute an agreement in the prescribed form, with BHEL, within a reasonable time after the acceptance of the Letter of Award, and in any case before releasing the first running bill. The contract agreement shall be signed by a person duly authorized/empowered by the tenderer. The expenses for preparation of agreement document shall be borne by Vendor.

Value of Non-judicial Stamp Paper for Bank Guarantees and for Contract Agreement shall be not less than Rs 100/- unless otherwise required under relevant statutes.

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1.14 REJECTION OF TENDER AND OTHER CONDITIONS

- 1.14.1 The acceptance of tender will rest with BHEL which does not bind itself to accept the lowest tender nor any tender and reserves to itself full rights for the following without assigning any reasons whatsoever: -
- a) To reject any or all of the tenders.
 - b) To split up the work amongst two or more tenderers as per NIT.
 - c) To award the work in part if specified in NIT.
 - d) In case of either of the contingencies stated in (b) and (c) above, the time for completion as stipulated in the tender shall be applicable
- 1.14.2 Conditional tenders, tender containing absurd rates and amounts, unsolicited tenders, tenders which are incomplete or not in the form specified or defective or have been materially altered or not in accordance with the tender conditions, specifications etc. are liable to be rejected.
- 1.14.3 Tenders are liable to be rejected in case of unsatisfactory performance of the tenderer with BHEL or tenderer under suspension (debarred) by any unit / region / division of BHEL or tenderers who do not comply with the latest guidelines of Ministry/Commissions of Govt of India. BHEL reserves the right to not consider a bidder for further processing of tender in case it is observed that they are overloaded and may not be in a position to execute this job as per the required schedule. The decision of BHEL will be final in this regard.
- 1.14.4 If a tenderer who is a proprietor expires after the submission of his tender or after the acceptance of his tender, BHEL may at their discretion, cancel such tender. If a partner of a firm expires after the submission of tender or after the acceptance of the tender, BHEL may then cancel such tender at their discretion, unless the firm retains its character. In case BHEL resolves to cancel the tender under this clause, BHEL will issue a notice in this regard containing reasons as to the cancellation of tender. The contractor shall be required to furnish his response to such notice within a period of 14 days from the date of receipt of such notice through any means (BHEL reserves the right to decrease the period upto 05 days). BHEL after due consideration of the representation made by contractor shall communicate its final decision within a reasonable period.
- In case contractor fails to submit any response to the notice issued by BHEL within the period stipulated in the notice, BHEL at its discretion may proceed to cancel the contract.
- Contractor shall not be eligible for any compensation whatsoever for the cancellation of contract under this clause.
- 1.14.5 BHEL will not be bound by any Power of Attorney granted by changes in the composition of the firm made subsequent to the execution of the contract. BHEL may, however, recognize such power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.
- 1.14.6 If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract if awarded and forfeit the Earnest Money/Security Deposit/any other money due.
- 1.14.7 If at any stage, the document(s) submitted by contractor is/are found incorrect/ false/ manipulated, the necessary action will be taken by BHEL against contractor as per the "Guidelines for suspension of Business dealings".
- 1.14.8 Canvassing in any form in connection with the tenders submitted by the Tenderer shall make his offer liable to rejection.
- 1.14.9 In case the Proprietor, Partner or Director of the Company/Firm submitting the Tender, has any relative or relation employed in BHEL, the authority inviting the Tender shall be informed of the fact

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as per specified format, along with the Offer. Failing to do so, BHEL may, at its sole discretion, reject the tender or cancel the contract and forfeit the Earnest Money/Security Deposit.

- 1.14.10 The successful tenderer (Contractor) shall not sub-contract any portion of work (either part or complete work) detailed in the tender specification undertaken by him without written permission of BHEL's concerned officials. BHEL, at its discretion, may consider the written request from the Contractor and permit subletting of part scope. However, the Contractor is solely responsible to BHEL for the work awarded to him.
- 1.14.11 The Tender submitted by a techno commercially qualified tenderer shall become the property of BHEL who shall be under no obligation to return the same to the bidder.
- 1.14.12 Unsolicited discount received after the due date and time of Bid Submission shall not be considered for evaluation. However, if the party who has submitted the unsolicited discount/rebate becomes the L-1 party, then the awarded price i.e. contract value shall be worked out after considering the discount so offered.
- 1.14.13 BHEL shall not be liable for any expenses incurred by the bidder in the preparation of the tender irrespective of whether the tender is accepted or not.

1.15 INTIMATION OF CHANGE OF NAME/ RE-CONSTITUTION OF THE ORGANIZATION

In the event of the organization (Proprietorship/Partnership/Company) undergoing any change of name or reconstitution, prior intimation of the same shall be given to BHEL. Upon such changes coming into effect, the same is to be intimated to BHEL immediately with supporting documents as applicable.

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

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

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

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

1.17 CLAUSE IN CASE OF TIE:

"In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders. In case more than one bidder happens to occupy L-1 status even after soliciting discounts, L-1 bidder shall be decided by a toss / draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s) - If available, otherwise the same procedures will be carried out to arrive for L1 ranking) Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.'

- 1.18 The evaluation currency for this tender shall be INR
- 1.19 **SPLITTING THE WORK: The price bid shall be evaluated as a package. The contract will be finalized based on the overall LOWEST value (Including GST) and will be awarded to single bidder only.**
- 1.20 Taxpayers with ₹ 5 crore plus turnover in any financial year from 2017-18 shall issue e-invoices w.e.f 1st August 2023.
- 1.21 BHEL may negotiate the L1 rate, if not meeting our budget / estimated cost. BHEL may re-float the tender opened, if L1 price is not acceptable to BHEL even after negotiation. In case, the tenderer's

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authorized person is attending the negotiation such person should have the authorization letter and he should be capable of taking spot decisions.

- 1.22 Tenderers shall not increase their quoted rates in case BHEL negotiate for reduction of rates, such negotiations shall not amount to cancellation or withdrawn of the original offer and the rates originally quoted shall be binding on the tenderers for a period of **three months** from the date of opening of tenders
- 1.23 Possession of PF registration number is not mandatory. However, the successful tenderer has to register with PF authorities and furnish the registration number before first Running Account Bill. (For Contracts where manpower is involved).
- 1.24 Tenderer has to put sign and seal at the bottom right side in all the pages of tender documents.
- 1.25 **COST EVALUATION**
Evaluation will be on the basis of delivered cost (i.e. "total cost to BHEL").
- 1.26 **QUOTING:** Bidder should quote rate per Taxi with Driver (with Skilled worker wages) per day excluding GST and excluding fuel charges. Evaluation will be done on "Total Cost to BHEL". Input Tax Credit on GST is not applicable.
- 1.27 Services offered by the bidder must meet the requirements of contract as detailed in the Scope of supply
- 1.28 **MSE CLAUSE: -**
Any Bidder falling under MSE category shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer.

| Type Under MSE | SC/ST Owned | Women Owned | Others (excluding SC/ST & Women Owned) |
|----------------|-------------|-------------|--|
| Micro | | | |
| Small | | | |

MSE suppliers can avail the intended benefits in respect of the procurements related to the Goods and Services only (Definition of Goods and Services as enumerated by Govt. of India vide Office Memorandum F. No. 21(8)/2011-MA dtd. 09/11/2016 office of AS & DC, MSME) only if they submit along with the offer, attested copies of either Udyam Registration. Date to be reckoned for determining the deemed validity will be the last date of Technical Bid submission. Non-submission of supporting document in GeM portal will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if the above required documents are not uploaded at the time of bid submission. Documents submitted by the bidder shall be verified by BHEL for rendering the applicable benefits.

- 1.29 **Reverse Auction:** BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among the techno-commercially qualified bidders as per BHEL RA guidelines. 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."
- 1.30 Tender can be cancelled at any stage due to unavoidable circumstances.
- 1.31 The tender schedule, and the tender shall be deemed to form an integral part of the contract to be entered into for this work.
- 1.32 BHEL employees and their dependents are NOT eligible to submit their offer against this contract. Even if they submit out of ignorance, the offer shall be disqualified.

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- 1.33 The rate quoted shall be firm throughout the period of contract and extended contract period also. No cost escalation is allowed on any account.
- 1.34 The general and special conditions of contract are complementary to each other and where there is a conflict, the special conditions shall prevail. In regard to matters not covered by the General or Special Conditions of Contract, those contained in the specifications approved by BHEL shall apply.
- 1.35 **CONFLICT OF INTEREST:** A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of procuring Entity's interests. **The bidder found to have a conflict of interest shall be disqualified.** A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:
- a) they have controlling partner (s) in common; **or**
 - b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; **or**
 - c) they have the same legal representative/agent for purposes of this bid; **or**
 - d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; **or**
 - e) Bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid; **or**
 - f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the followings:
 - (i) The principle manufacturer directly or through one Indian agent on his behalf; and
 - (ii) Indian/ foreign agent on behalf only one principal

Or
 - g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; **or**
 - h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/ management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.
- 1.36 No interest shall be payable on the security deposit or any other money due to the contractor.
- 1.37 **Bank Details for electronic fund transfer for EMD/SD**
For Electronic Fund Transfer the details are as below:
- a) Name of the Beneficiary: Bharat Heavy Electricals Limited
 - b) Bank Particulars:
 - Name of the Company - BHARAT HEAVY ELECTRICALS LTD.
 - Address of the company – Boiler Auxiliaries Plant, Ranipet - 632406
 - Name of the bank – State Bank of India
 - Bank branch – BHEL Project Branch, Mukundarayapuram
 - City - Ranipet
 - Branch code - 07013
 - Account Number – 10664849171
 - Account type - CC

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IFSC code - SBIN0007013

MICR code – 632002003

- 1.38 Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection. In the event of any Technical or Commercial queries, the same may please be addressed to the following BHEL concerned before Part I opening-

| | |
|---|--|
| Contact details for queries related to submission of tender Shri Deepesh Kumar Verma DM/ WCM deepeshverma@bhel.in +91 9486149691 04172 284975 Shri G Sugumar SDGM/ WCM gsugumar@bhel.in +91 9787704370 04172 284035 | Contact details for queries related to scope of work & working area details. User department Shri Ramki D Sr. Engineer/ M&S ratheesh@bhel.in +91 9943097806 04172 284143 Shri Ganapathiraman P SM/ M&S ganapathi@bhel.in +91 9487045660 04172 284603 |
|---|--|

1.39 SUSPENSION OF BUSINESS DEALINGS

BHEL reserves the right to take action against Contractors who either fail to perform or Tenderers/Contractor who indulge in malpractices, by suspending business dealings with them in line with BHEL guidelines issued from time to time.

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

If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award / execution / post-execution stage indulges in any act, including but not limited to, 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 tampers the tendering process or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 (Bhartiya Nyaya Samhita 2023) or any other law in force in India, or does anything which is actionable under the Guidelines for Suspension of Business dealings, 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. Guidelines for suspension of business dealings is available in the webpage: http://www.bhel.com/vender_registration/vender.php

- 1.40 **CARTEL FORMATION:** The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). 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, suitable action shall be taken by BHEL as per extant policies/ guidelines
- 1.41 **FRAUD PREVENTION POLICY:** Bidder/ Contractor's along with its associate /collaborators /sub-contractors /sub-vendors / consultants / service providers/ consultants associated with the scope of

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work 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.

- 1.42 If a ring formation is suspected, BHEL may reject all offers or retender or call new sources who have not been contacted or responded against this tender.
- 1.43 In case of any conflict between the General Conditions of Contract and Special Conditions of Contract, provisions contained in the Special Conditions of Contract shall prevail.
- 1.44 Unless otherwise specified in NIT, offers from consortium/ JVs shall not be considered.
- 1.45 In the event of our customer order covering this tender being cancelled /placed on hold /otherwise modified, BHEL would be constrained to accordingly cancel / hold / modify the tender at any stage of execution.
- 1.46 BHEL may negotiate the L1 rate, if not meeting our budget / estimated cost. BHEL may re-float the tender opened, if L1 price is not acceptable to BHEL even after negotiation.
- 1.47 Any deviation to this tender terms & conditions and schedules of this tender will lead to total rejection of the offer submitted.
- 1.48 Any change in applicable rates of Tax or any other statutory levies (Direct / Indirect) or any new introduction of any levy by means of statute and its corresponding liability for the deliveries beyond the agreed delivery date for reasons not attributable to BHEL will be to vendors account. BHEL will not reimburse the same and any subsequent claim in this respect will be summarily rejected.
- 1.49 BHEL reserves its right to reject an offer due to unsatisfactory past performance by the respective Vendor in the execution of any contract to any BHEL project / Unit.
- 1.50 Recovery / deduction as applicable as per Direct and Indirect taxes as notified by Govt. Of India from time to time will be made and information/certificate for such deduction/recoveries shall be provided by BHEL to the vendor.
- 1.51 Offers received with any deviation or without relevant information are liable to be rejected.
- 1.52 "BHEL shall have the right to recover any money due from the contractor from any money due to the contractor under this contract or any other contract or from the security deposit".
- 1.53 All the information as called for in the various clauses and annexure of tender specification should be furnished. The details so furnished should be complete in all respects and as per the formats prescribed in the Tender specification (Statutory requirement of Contract). The bidder may have to produce original documents for verification, if so decided by BHEL.
- 1.54 The following points shall be taken note while quoting the rates:
Contractor has to provide the Personal Accidental Insurance policy/ Group Personal Accidental Insurance policy covering all employees to be engaged by the vendor under this contract for the following
 - a) In the event of death or permanent disability resulting from loss of both limbs Rs.10.00 Lakhs (Rupees Ten Lakhs).
 - b) In the event of other permanent disability Rs.7.00 Lakhs (Rupees Seven lakhs)

Personal Accidental Insurance policy/ Group Personal Accidental Insurance policy of workmen to be submitted before commencement of work. Contract workmen will be allowed in Factory Premises only after submission of valid Personal Accidental Insurance policy/ Group Personal Accidental Insurance policy.
- 1.55 **WCM is arranging this contract as a nodal agency. Execution of work, Bill Certification, Bill passing, Payment, Penalty, Contract closing etc., is the responsibility of end user.**

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CHAPTER 5

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

1. The contractor should carry out the work at the place identified by the authority concerned.
2. "Workmen shall be permitted entry into the factory premises only upon submission of the Personal Accidental Insurance policy/ Group Personal Accidental Insurance policy for the engaged manpower".
3. Work Instructions are to be obtained from respective concerned Department Officials in written/oral. Log Sheets/Log Register/Measurement Book to be maintained (Already certified by the executing authority as and when the works are carried out) and it shall form the part of the payment documents. BHEL dispatch documents shall not be enclosed as a proof of carrying out the jobs.
4. The Contractor to bring resources as specified in scope of work for carrying out and completion of the activities/works that are assigned by the concerned department officials specified in the Tender Schedule. If the Contractor is not completing the assigned work in time as specified by BHEL, the same will be completed by BHEL engaging alternate resources and the difference in rate of payment with BHEL overheads will be debited/recovered from the Contractor. If such instance repeats frequently it will be viewed seriously. Whenever there is an additional requirement is communicated by the BHEL Officials, as per the need, the contractor should provide the additional manpower to carry out the work in time.
5. The Contractor shall be present at the work spot daily and the work shall be carried out under direct supervision of the contractor. However, in his absence, authorized representatives/agent shall be available for receiving instructions and to carry out the work under proper supervision. The work shall not be sub-contracted / delegated.
6. Inspection shall be carried out by area in-charge after completion of work.
7. BHEL reserves the right to increase or decrease the tendered quantity.
8. Work carried out by BHEL on overlapping areas shall not be included in the claim and any deviations to this will be viewed seriously and treated as a violation to the contract.
9. The contractor shall provide their employees with Personal Protective Equipment (whatever is applicable) and shall comply all safety regulations under Factories Act. It is the responsibility of the contractor not only to provide the work force with PPE's at their cost as may be considered necessary for the execution of the work but also to ensure their wearing, failing which corrective action will be taken by withholding the amount recommended by BHEL /Safety Officials for each violation, which may be released only after compliance of the same. The work shall not be commenced without wearing the required PPE's. The contractor has to follow the BHEL Safety Rules and Regulations as stipulated from time to time would be followed strictly.
10. **Contractor has to provide the Personal Accidental Insurance policy/ Group Personal Accidental Insurance policy covering all employees to be engaged by the contractor under this contract for the following**
 - a) **In the event of death or permanent disability resulting from loss of both limbs Rs.10.00/- Lakhs (Rupees Ten Lakhs).**
 - b) **In the event of other permanent disability Rs. 7.00/- Lakhs (Rupees Seven lakhs)****"Driver shall be permitted entry into the factory premises only upon submission of the Personal Accidental Insurance policy/ Group Personal Accidental Insurance policy for the engaged manpower".**

We hereby accepted above
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Boiler Auxiliaries Plant
Ranipet-632406

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11. **COMMENCEMENT OF WORK:** Minimum 50% of the Security Deposit (SD will be 5% of the total hire charges for the 07 taxis) shall be paid and Group Personal Accident insurance shall be submitted within 15 days of issuance of Letter of Intent. Commencement of work shall take place only after submission of the above documents and must be carried out in accordance with the work instructions issued by the Head of M&S.
12. "BHEL does not guarantee ordering of any minimum quantity on any contractor, or does not guarantee more share for the lowest tenderers."
13. Daily work progress shall be reported to the person in-charge before leaving the work spot.
14. Usage of mobile phones and internet during working hours is strictly prohibited.
15. All contract personnel shall come in a decent, formal dress code.
16. This work shall be in force for **Two Years** from the date of commencement of work. The period of the contract may be renewed or extended on mutual understanding.
17. Should any error or ambiguity be discovered in the specification or information, the contractor shall forthwith bring the same to the notice of Bharat Heavy Electricals Limited before commencement of work. The BHEL's interpretation in such cases shall be final and binding on the contractor.
18. Bharat Heavy Electricals Limited reserves the right to decide the suitability of the man-power and other personnel who may be employed by the contractor.
19. In case of any loss to Bharat Heavy Electricals Limited, caused due to stoppage of work without sufficient reason or damage to any equipment or components or any property thereof, due to the negligence and carelessness of the contractor's men, the responsibility shall rest with the contractor. The actual cost of the loss or damage together with the overhead will be recovered from the contractor's bill. The decision of BHEL regarding the cost of loss as well as the extent of cost of damage shall be final and conclusive.
20. Any damage to BHEL materials due to rough and faulty handling by the contractor's men will have to be made good by the contractor to BHEL. Similarly, if any damage caused to BHEL equipment/ installation, property of third party in the course of work by the contractor's men, the same shall be made good by the contractor.
21. "The Contractor shall be liable for the loss or damage to such property from whatever cause, including but not limited to theft, fire, destruction or damage of property due to reasons beyond the control of the Contractor, happening while such property is in the possession or under the control of the Contractor, their employees, workmen or agents or any other person connected with the Contractor."
22. The contractor should possess necessary licenses, Permanent PF A/c No, and should take Insurance for his workers and produce them before commencement of work.
23. **COMPLIANCE TO REGULATIONS AND BY-LAWS:**
The Contractor shall conform to the provisions of any statute relating to the work and regulations and By-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.
24. "In case of any internal dispute of the Contractor, such as but not limited to disputes between partners of the Contractor, dispute between Contractor and its employees, the same shall be intimated to BHEL within one (1) month from the date of dispute. Notwithstanding anything to the contrary, BHEL shall not be made a party any suit or legal proceeding in respect of such internal dispute. In case BHEL is made a party to the same, the Contractor and other party(ies) to the dispute, if signatories to this Agreement, shall indemnify BHEL for (a) all direct and indirect costs expended towards such legal proceedings immediately on the issue of a claim notice to that effect from BHEL and (b) any liability that may be imposed in such legal proceedings against BHEL."

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25. **Contractor has to ensure strict compliance of biometric recording through fingerprint for their laborer's. Contractor also has to ensure that all their laborer's record their attendance while entering/exiting factory premises.**
26. The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
27. BHEL will not be responsible for any consequences arising out of any violation of rules or acts by the contractor. If BHEL is liable to pay any such amount due to violation of the relevant laws by the contractor the amount so paid would be recovered from the contractor or adjusted from his pending bills.
28. "BHEL reserves the right to suspend the work or part thereof put a hold on further loading to the Contractor at any time for any reason at its discretion and no claim whatsoever on this account will be entertained".
29. "Notwithstanding anything to the contrary, BHEL shall have the full rights to exclude the Contractor or any of its employees/ vendors, etc. from the BHEL premises".
30. "The Contractor hereby understands and agrees that BHEL BAP Ranipet is a prohibited place under the Official Secrets Act and undertakes to comply with all legal and other provisions, and directions as may be issued from time to time by the concerned authorities including the Security Department of BHEL".
31. As required under the Tamilnadu contract Labour (Regulation and abolition) rules 1975, the contractor will have to obtain the License in advance. This should be produced as and when demanded, if not, appropriate action will be taken against the contractor.
32. Since with effect from 01.11.1990 Provident Fund becomes applicable for engagement of a worker even for a single day, deduction of PF by the contractor has to be ensured. All such contractors have to apply to the PF Commissioner and get a separate code number allotted to them if they have not already been allotted a number or registered elsewhere or they are an exempted establishment having their own PF Trust etc. Proof of deduction as well as remittance of the PF dues to the appropriate authorities has also to be shown and proper records maintained.
33. The Contractor has to apply and provide ESI facilities to all his employees concern. Similarly, the contractor shall cover all his workers under ESI scheme and produce the enrolment/Code number allotted by ESI Authorities. The contractor shall be asked to furnish along with the bill each month for having effected payment of both deduction/contribution towards PF/ESI to the concerned statutory authorities.
34. The workmen engaged under this contract shall be covered by a comprehensive insurance scheme in the joint names of the contractor and BHEL. A copy of the attested policy along with premium receipt shall be deposited with BHEL before commencement of work.
35. The contractor shall pay the minimum wages to his workers not less than the wages that are being notified by the Tamilnadu Government under the minimum wages Act effective from 01.04.2024 applicable for Engineering and Fabrication industry from time to time.
36. The contractor has to ensure payment of the statutory prescribed minimum wages as applicable from time to time and maintain proper records of their timely disbursement. These records would need to be preserved and made available even after the contract is over for any verification by the various statutory authorities.
37. **GST: -**
Registration & GST Rate:
The quoted rate for the work shall be inclusive of all taxes other than GST.
a) Bidder should indicate GSTIN No. (Copy of GST registration to be enclosed) and PAN No. (copy of PAN to be enclosed).
b) Tender will be considered/ accepted, if & only if the vendor has a valid GST Registration No.

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- c) Central Tax/ State Tax/ Integrated Tax/ Union Territory tax to be quoted as extra in %.
- d) Bidders to ensure correct applicability of Central Tax/ State Tax/ Integrated Tax/ Union Territory tax based on the Inter / Intra state movement Supply of goods and provision services or both.
- e) The tenderer has to quote GST rate extra as applicable in the tabulation given in the Price Bid. If GST is not indicated separately in the price bid schedule, it will be presumed that the quoted rate is inclusive of applicable GST and bids will be evaluated accordingly
- f) In case of reverse charge applicability, BHEL will not reimburse to the tenderer the reverse charge of GST paid by BHEL.

Note: Any statutory variation in GST rate during contract period shall be reimbursed by the Company based on claim by the Agency along with valid documentary evidence.

Invoicing & Payment:

- a) The Tax Invoice for supply of Goods & Services should be raised as per the provision of GST Act & Rules and must compulsorily mention the following: -
 - i. BHEL-RANIPET GSTIN: 33AAACB4146P2ZL or GSTIN of BHEL Nodal Agency as mentioned in NIT or informed subsequently.
 - ii. HSN Code or Service Accounting Code for supply of goods or services.
 - iii. Name & address of supplier
 - iv. GSTIN of Supplier
 - v. Consecutive Serial Number & date of issue
 - vi. Description of goods or services
 - vii. Total value of supply
 - viii. Taxable value of supply
 - ix. Tax Rate – Central Tax & State Tax or Integrated Tax, Cess
 - x. Amount of Tax charged
 - xi. Place of supply
 - xii. Address of delivery if different from place of supply
 - xiii. Signature of authorized signatory
- b) Reimbursement of GST to the vendor is contingent upon complying with the following condition by the service provider: -
 - i. Uploading the onward GST Return (GSTR-1) in GSTN Network portal within the statutory time period.
 - ii. Discharging the GST tax liability to the Government.
 - iii. Submission of Tax Invoice to BHEL.
 - iv. Submission of proof of payment of GST to BHEL.
 - v. Availing of Input Tax Credit by BHEL.

Penalty for Non-compliance of GST Act:

Penalty amount so determined along with GST if applicable thereon shall be recovered from the contractor.

Anti-profiteering Measure:

Any reduction in rate of Tax on any supply of goods or services or the benefit of input tax credit shall be passed on to the recipient by way of commensurate reduction in prices.

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Other Provisions:

- a) All the terms & conditions of the contract with respect to Taxes & Duties are subject to the new taxation laws introduced from time to time (e.g., GST). The terms & conditions will be modified in accordance with the provisions of new laws (e.g., GST).
- b) In case any changes in taxes and duties as per Gov. Notification (including GST), the same shall be applicable from time to time.
- c) If the Contractor is not registered for any statutory obligation and not liable there to, then a declaration shall be submitted along with offer that they are within the threshold limit.
- d) If any changes in GST (statutory variation) will be to the account of BHEL. But if the variation is effective during the delayed/extended period of execution for reasons attributable to the vendor, the same shall be borne by the contractor only. The required compliance under relevant statute shall be carried out.

38. TAXES & DUTIES: Applicable GST is either 5% for RCM or 12% for FCM. Input Tax Credit on GST is not Applicable.

39. TERMS AND CONDITIONS WITH REGARD TO COMPLIANCE OF VARIOUS LABOUR LAWS BY THE CONTRACTORS FOR BHEL.

- a) The contractor shall not employ in connection with the work any person who has not completed 18 years of age.
- b) The contractor shall in respect of labour employed by him either directly or through sub-contractors, comply with or cause to be complied with the following statutory provisions and rules and in regard to all matters provided therein.
 - i. The contract labour (Regulation and abolition Act 1970) and the related Central Rules 1971.
 - ii. The minimum wages Act 1948 and the related Tamilnadu Rules.
 - iii. The payment of wages Act 1936 and the related Tamilnadu Rules.
 - iv. The Factories Act 1948 and the related Tamilnadu Rules.
 - v. The Employees Provident Fund and Miscellaneous Provisions Act 1952.
 - vi. The Employees State Insurance Act 1948.
 - vii. The workmen's Compensation Act 1923.
 - viii. The Industrial Dispute Act 1947, and any other law, or modifications to the above or to the rules made there under from time to time.

c) REGISTRATION AND LICENSING:

Every contractor shall register his/her name with the welfare section of BHEL before taking up the work awarded to him/her by giving the following information and getting a code number:

- i. The name of the contractor.
- ii. Nature of contract work.
- iii. Period of work.
- iv. Number of maximum labours employed by him on any one day.
- v. License No. and date (applicable in case of contractors employing 20 or more worker)
- vi. Whether enrolled for PF, ESI etc., and enrolment No. (contractor shall obtain their own PF code)

This information is called for the purpose of informing the inspector of Factories wherever they call for information regarding contracts.

- d) The contractor employing 20 or more workmen is required to obtain license from the authorities {The Deputy Chief Labour Commissioner (Central) Chennai}. This license shall be amended and/or renewed wherever there is an increase in the workmen employed by

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him/her or in the event of contract being extended or renewed. The contractor shall inform the license number to the BHEL management before taking up the work.

- e) The contractor (Licensed or unlicensed) shall promptly furnish every information and document required by BHEL authorities for the purpose of fulfilling their obligations as principal employer and/or occupier of the factory and shall render all necessary assistance for the same.
- f) The contractor shall ensure that all his workmen are covered under the Employees State Insurance Act and produce the registration number/enrolment number to the welfare section before executing the contract.
- g) The contractor shall also ensure that all his/her workmen are covered under Employees Provident Fund and Misc. Provisions Act 1952.
- h) **Minimum daily wages to be paid by the contractor (in INR)**

| Description | Skilled Worker |
|---|----------------|
| Basic Pay as on 01.04.2025 | 273.50 |
| Dearness allowance as on 01.04.2025 | 296.46 |
| BHEL Adhoc per day | 81.12 |
| Total wage per day | 651.08 |
| PF contribution@13% on total wages by employer* | 84.64 |
| ESI contribution@3.25% on total wages by employer | 21.16 |
| Bonus @8.33% on (Basic + DA) | 47.48 |
| EL Portion per day | 32.55 |
| Total amount | 836.91 |

***PF contribution from employer to be restricted to 13% on Rs. 15,000/-**

- i) **“BHEL Adhoc for contract workmen will be subsumed with any future increase in Dearness Allowance / Basic wages (as notified by the Tamil Nadu Government under the minimum wages Act applicable for Engineering and Fabrication industry from time to time). After subsuming BHEL Adhoc, any further increase in Dearness Allowance / Basic wages as notified by the Tamil Nadu Government under the minimum wages Act applicable for Engineering and Fabrication industry from time to time, will have to be borne by the contractor”.**
- j) **Payment of Bonus to be ensured as per Bonus act. Further, Payment of Bonus should be made once in a year (with final bill). Document evidence of bonus payment shall be enclosed along with the final Bill.**
- k) **Encashment of EL is to be regularize based on the balance leave available at the time of final bill only.**
- l) **The contractor has to pay the wages to their workers through worker's Bank account only. no hand payment will be acceptable.**
- m) The statutory requirements like PF (with ceiling of Rs. 15,000), ESI will be applicable for the actual total wage per month. Contractor quoted rate shall be inclusive of all the above payments including statutory payments thereon.
- n) The contractor shall ensure payment of wages to the contract labour employed by him/her within three days from the end of wage period in case the wage period is one week or a fortnight & in all other cases before 10th day of the following month.
- o) All payment of wages shall be made on working days at the work site and during the working time and on dates notified in advance. In case the work is completed before the expiry of the wage period final payment shall be made within 48 hours of the last working day.

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- p) Where the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the second working day from the day on which his employment is terminated.
- q) Notices showing the rates of wages, weekly rest days, hours of work, wage period, date of payment of wages, names and addresses of the inspectors having jurisdiction, the date of unpaid wages shall be displayed in Tamil and English in conspicuous places at the establishment and working by the contractor. The contractor shall inform the BHEL management every month the details of contract labour engaged for each contract in the following form.
- i. Serial Number
 - ii. Location
 - iii. Period of work
 - iv. No. of contract labour engaged during the month
 - v. No. of days worked
 - vi. No. of man days worked
 - vii. Wages paid to his/her workers

The above statement shall be furnished to BHEL management at the end of every month

r) REGISTERS RECORDS AND COLLECTION OF STATISTICS.

The following documents/formats under Contract Labour (Regulation and Abolition) Act 1970 and related Central Rules 1971 shall be maintained by each contractor.

1. Form A – Employee Register
 2. Form B – Wage Register
 3. Form C – Register of Loan / Advance / Fine / Damage / Loss.
 4. Form D – Register of Attendance.
 5. Form E – Register of Leave / Rest / Compensatory off.
 6. Employment Card
 7. One-month notice of all the contract workmen before completion of work.
- s) The contractor shall display the abstract of the contract labour (Regulation and application) Act and the rules there under both English and Tamil.
- t) Half yearly return shall be sent by the contractor in duplicate to the licensing officer.
- u) The contractor shall submit the returns required under the Contract Labour (Regulation and Abolition) Act 1970 periodically to BHEL management.
- v) The contractor shall without fail give up to date information in writing of the attendance of the workers employed by him/her.
- w) The contractor shall ensure that his/her workers keep and produce their employment card when coming to duty and take them back when leaving duty.
- x) All the above registers and records shall be preserved in original for a period of three years. All the registers, records and notice maintained under the Act and Rules shall be produced on demand by Inspector or any Authority under the Act.
- y) No workers shall be required or allowed to work on Sunday unless he has or will have a Holiday or any one of the three days before or after the said day.
- z) The contractor shall inform BHEL Management in the prescribed form details of the contract workers scheduled to work on Sunday, the day of rest and also indicate the substituted holiday in lieu thereof. This shall be intimated two days in advance before his/her workmen are booked for work on Sunday.

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- aa) The contract labour working for more than nine hours in any day or for more than 48 hours in any week shall be paid wages at the rate of twice the ordinary rates of wages in accordance with the provisions of section 59 of the Factories Act 1948 and any amendment thereof.
- bb) The contractor shall provide all safety devices and personal protective equipment to his workmen at his/her own cost and shall ensure that his workmen wear/use such devices or equipment provided to them while doing the work and there should not be any relaxation on this.
- cc) The contractor shall give four paid national holidays to his workers, viz. 26th January, 1st May, 15th August and 2nd October. The contractor shall ensure that his/her workmen vacate the premises after the shift is over.
- dd) The contractor shall give leave with wages to his/her workmen who have worked for a period of 240 days or more in the factory premises during a calendar year. This leave shall be allowed during the subsequent calendar year at the rate of one day for every 20 days or work performed by the worker during the previous calendar year. The worker whose service commences on a day other than the first of January shall be entitled to leave with wages at the above rate (one day for every 20 days or work) only if he had worked for a minimum of 2/3 of the total number of days in the remainder of the calendar year. This leave will be admissible only during the subsequent calendar year.
- ee) The contractor shall comply with the provisions relating to welfare and health facilities as provided to the Contract Labour (Regulation and Abolition) Act 1970 read with the Tamilnadu contract labour Rules.
- ff) Notwithstanding anything contrary to this, in the event of accident the contractor shall be required to fill injury report and submit the Engineer In-charge immediately and ensure the compliance of ESI/Workmen's Compensation Act, Factories Act and Rules made there under. He shall also maintain a register of accident as per the Act.
- gg) The contractor shall get the contract labour engaged by him insured under Workmen's Compensation Policy from General Insurance Corporation of India before actually starting the work of contract. 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).
- hh) The contractor shall ensure that all his workmen are covered under the Employees State Insurance Act and produce to BHEL such Registration number/Enrolment number before executing the contract work.
- ii) The contractor shall regularly pay the amount of contribution i.e., employer's contribution as well as employees' contribution in pursuance of the above scheme as fixed from time to time. The contribution payable presently is **0.75%** of wages to be recovered from his/her workmen and **3.25%** of wages to be contributed by the contractor. Contribution recovered from employee and contribution made by the contractor may be rounded to the next higher multiples of five paisa.
- jj) The contractor shall take note of any amendment that may be brought forth in the above contribution rate and act accordingly.
- kk) The contractor shall ensure that his/her workmen are covered under the EPF and miscellaneous Provisions Act 1952 and accordingly produce to the BHEL Management the registration/enrolment number before award of contract work.
- ll) All employees are eligible to become a member of provident fund from the date of joining the establishment and the worker and contractor contributions are **12%** and **13%** respectively. The contractor is also liable to pay any administrative charges in this behalf that may be decided from time to time. It will be the responsibility of the contractor to ensure such contribution payable in respect of workmen employed through sub-contractors also.

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- mm) The contractor shall take note of any amendment in the rate of contribution payable under the scheme from time to time.
 - nn) The contractor shall within seven days of the close of every month submit to BHEL a statement showing the amount of contribution payable/paid for employees engaged by him or through him and shall also furnish to BHEL such information, as principal employer is required to furnish under the provisions of the ESI Act and PF as well as the scheme made there under to the authorities concerned.
 - oo) Whenever any sum of money is found to be recoverable from or payable by the contractor under the above acts, the same shall be deducted from any sum that may be due or which at any time thereafter may become due to the contractor under this contract or under any other contract or from his security deposit. In case the recoveries are not sufficient to satisfy the claims the contractor shall pay the balance thereof on demand. In case any recoveries are made under this clause from the security deposit the contractor shall immediately thereafter pay such further sums as may be required to recoup the shortage caused by such recoveries in the amount of security deposit.
 - pp) The contractor shall abide by all the labour and other laws applicable to contract labour/worker under this contract and shall at all times keep BHEL, indemnified against all losses, claims, prosecution under any law.
 - qq) In case of noncompliance of any of the provisions of the acts and in case BHEL having complied with the same, BHEL will be entitled to recover the same from the contractor/sub-contractor.
 - rr) Non exercise of any of the powers or rights available to BHEL hereunder or under any law, shall not in any way operate as waiver thereof.
 - ss) Contractor should follow all the provisions of labour legislation and statutory obligations. Provisions as and when amended will also apply.
- 40. WCM is arranging this contract as a nodal agency. Execution of work, Bill Certification, Bill passing, Payment, Penalty, Contract closing etc. is the responsibility of end user.**
- 41.** The contractor should have to arrange police verification certificate of concern workers (whom they are going to be engaged for these works) for obtaining entry pass.
- 42. SAFETY PRECAUTIONS TO BE TAKEN BY THE CONTRACTOR**
- a) The Contractor must inspect the area of work to decide the safety precautions necessary for executing this contract.
 - b) Whenever people work at height more than six feet, platform shall be provided or the workers shall wear safety belt to avoid fall from the height.
 - c) Wherever any area declared as dangerous, the workers shall not be allowed to work till a written clearance is obtained from appropriate authorities.
 - d) No material of any kind shall be dropped or allowed to be dropped from any height.
 - e) Defective ladders shall not be used at all.
 - f) Inflammable materials shall not be stored near places where the sparks are likely to occur.
 - g) The necessary safety equipment such as gloves, boots, helmets etc. must be issued to the workmen at contractor's cost and strictly to be used while carrying out the work.
 - h) Appropriate safety equipment (like safety boots, gloves, goggles, helmet etc.) are to be supplied by the contractor for his workers from day one onwards and should be used during all processes. If the contractor's workers found violating the safety precautions, punitive action will be taken and or a penalty of Rs.500/- to Rs.1000/- will be imposed and deducted from the contractor bill for each violation.
 - i) The working area shall be kept clean and free from all obstructions.
 - j) All temporary electrical connections shall be properly earthed, insulated and periodically checked.

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- k) The contractor should arrange WORKMEN COMPENSATION/ INSURANCE POLICY covered for all his/her workmen. A copy of the policy has to be submitted before commencement of work.
 - l) All safety precautions are to be taken by the contractor at his cost.
43. The contractor's responsibility for this contract shall commence from the date of issue of order of acceptance of his tender.
44. BHEL will not bound by any power of Attorney granted by the tenderer or changes in the composition of the firm made subsequent to the execution of the contract. They may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contract concerned.
45. Words imparting the singular number shall have deemed to include the plural number and vice versa where the context so require.
46. The expenses for completing and stamping the agreement shall be to the contractor's account.
47. The general and special conditions of contract are complementary to each other and where they are in conflict, the special conditions shall prevail. In regard to matters not covered by the General or Special conditions of contract, those contained in the specifications approved by BHEL, shall apply.
48. The "GENERAL CONDITIONS OF CONTRACT" and "SPECIAL CONDITIONS OF THE CONTRACT" shall be deemed to form an integral part of contract for the work to be entered into.
49. The filled ESI declaration forms shall be submitted to the Executive of HRM Dept. In the Declaration Form full address of the contractor shall be mentioned. Whenever a fresh and unregistered worker is engaged during the operation of contract, declaration form in respect of that workman which should be submitted to Human Resources Department within two days of such engagement.
50. ESI contributions (0.75% employee's contribution + 3.25% employer contribution of the total monthly wages) before 20th day of every following month. Prescribed challans are available at ESI local office, Ranipet (near Sipcot). Contractors who have got their own code number can remit the contributions on that number. Along with the challan copy, the details of remittance shall be submitted to the concerned HRM Executive in the ESI compliance form.
51. The contractor should deduct Provident Fund and ESI amount as per the provisions and amount so deducted along with the matching contribution of the contractor shall be remitted to the authorities concerned within the stipulated time. The statement of deduction along with the challans evidencing remittance shall be submitted to Officer-in-charge. If the evidences are not shown, further bills of the contractor will not be paid. BHEL have the right to withhold the payment of his bills. Submission of statutory returns such as Half Yearly returns of ESI (Form 6), P.F. return (Form 12A), Form 5 and Form 10, Form 3A & Form 6A should be send to the concerned officers in time.
52. The workers' particulars such as Name, Age, Father's name, address, Phone no, etc., and their daily attendance have to be maintained by the contractor. The details of Provident Fund and ESI compliance have to be maintained by the contractor in the prescribed format/register.
53. The contractor shall maintain the following Registers and Records and make them available for inspection at any time. (The list is only for example, but not exhaustive).
- a) Muster Roll
 - b) Register of Wages
 - c) Register of Deductions
 - d) Register of Overtime
 - e) Register of Fine
 - f) Register of Advance
 - g) Wage slips
 - h) Register of Accidents
 - i) Register of Leave with Wages
 - j) ESI Register in Form-7

We hereby accepted above
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All registers are required to be maintained as above and shall be produced as and when Government Officials and Statutory Authorities to make inspection from time to time.

54. In case a contract labourers meets with an accident while on duty, the contractor shall immediately intimate the information to Safety Department, Contracting Agency and Human Resources Department and submit the Accident Report duly filled in all respect and send a copy to ESI local office, ESI Dispensary and Inspector of Factories (for major accidents) within 24 hours of accident through Safety and Human Resources Departments. All assistance for the injured workman such as to taking him to ESI Dispensary for treatment must be rendered by the contractor.
55. Compliance of the above provisions does not absolve the obligation of contractor arising out of other statutory obligations.
56. Contractor should employ only persons having sound health and not above the age of 60 years, and not below the age of 18 years.
57. The Contractor agrees that no claim for interest or damages will be entertained or be payable by BHEL in respect of any money or balances or amounts of whatsoever nature which may be lying with BHEL owing to any disputes or differences between the parties irrespective of whether the same is decided by any authority to be paid or returned to the Contractor."
58. Certificate by the executing department that all statutory requirements including PF, ESI, Minimum wages, Insurance, GST, etc. are complied with by the Contractor. This should be duly backed by the relevant documents".
59. If the contractor is not able to provide the sufficient manpower for a period of continuous period of 15 days, BHEL reserves the right to terminate the contract and to take appropriate action against the contractor. In the event of contract termination, security deposit paid by the contractor will be forfeited.
60. **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 at least 10% of the contract value, the same be encashed. In case the value of the security instruments available is less than 10% of the contract value, the balance amount be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, etc. with BHEL) or legal remedies be pursued. The balance scope shall be got done independently without Risk & Cost of the failed supplier/contractor. Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.
61. **BHEL reserves the right to reduce the contract period (pre-close the contract), with 30 days' notice period depends on the requirement / without assigning any reason. Security Deposit will be refunded, if the contract is pre-closed for non-requirement by BHEL.**
62. **PAYMENT TERMS:**

Hiring charges shall be paid once a month upon submission of invoices/bills duly certified by the Executive in-charge of BHEL.

Bills must be raised by the contractor (only printed formats with serial numbers will be accepted) after the end of the respective month and submitted in triplicate in the format specified by BHEL

Payment shall be made via NEFT/RTGS within 45 days for MSE Vendor, within 60 Days for Medium Vendor and within 90 days for NON-MSME vendor from the date of receipt of a clear bill, subject to compliance with all statutory requirements and certification by the concerned department or authorized BHEL official.

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No advance will be paid for operational expenses or capital expenditure related to vehicle purchase. GST and all other applicable taxes and duties must be included in the quoted rate. TDS will be deducted as per government norms.

REIMBURSEMENTS:

a) Fuel PVC Clause:

Vendors can provide **Petrol/Diesel** operated Taxis. However, the Reimbursement for fuel shall be done as below only;

“Fuel charges shall be fully reimbursable by BHEL @ 15 km per liter of Diesel cost, as per the rate announced by IOCL, prevailing at IOCL dealer, Ranipet from time to time during the contract period”.

In the event of non-usage of AC, Fuel charges shall be fully reimbursable by BHEL @ 16 km per liter of **Diesel cost**, as per the rate announced by IOCL, prevailing at IOCL dealer, Ranipet from time to time during the contract period.

- b) During out-station visits, a reimbursement of ₹200 per night for stay and ₹100 per day for food expenses may be claimed in next bill on getting approval from BHEL. Night charges will apply during an outstation trip if the vehicle is halted overnight before returning to the original location
- c) The actual parking charges, toll charges, and permit charges (in the event of interstate movement) incurred during the operation will be reimbursed upon submission of valid proof/receipts in the next bills. The receipts must be free from any corrections or overwriting and shall be approved from Transport department of BHEL. The contractor/driver must not demand money from guests for any expenses.

63. LD/PENALTY:

(a) Non-Deployment of vehicle:

In the event of non-deployment, short deployment, or delay in deployment of taxis beyond 7 days from the date of the work order (i.e., beyond the scheduled start date), a penalty of Rs. 1000 per day per vehicle shall be levied for each vehicle not deployed.

(b) Non-Deployment of vehicle during execution of the contract:

A token penalty of ₹1,000/- per vehicle per day will be levied for short deployment of vehicles. Additionally, actual rental expenditure incurred by BHEL due to engagement of alternate vehicles (arising from the vendor's failure) shall be recovered from the vendor's running bills.

Example:

Penalty per vehicle per day = Rs. 1000 + Rs. X (actual rental expenditure)

Total recovery from running bill = Rs. (1000 + X)

(c) In case of non-replacement of vehicle in time:

BHEL may arrange an alternate vehicle on its own and recover the expenses from the vendor. The trip sheet of the breakdown vehicle will be cancelled, and no payment will be made for it.

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(d) Recovery of loss/damage:

Any amount recoverable from the vendor towards loss/damage will be adjusted from outstanding payments due from BHEL or from the security deposit.

(e) Driver without uniform:

If the driver is found without uniform, a sum of Rs. 100/- will be deducted for each occasion.

(f) Sudden stoppage of vehicle services by contractor:

Sudden stoppage of vehicle deployment to BHEL by the contractor shall be treated as a suo-moto and unilateral termination of the contract by the contractor.

(g) Speed limit inside factory premises:

Vehicles must strictly adhere to the speed limit of 20 Kmph within the factory premises. Any violation of this speed limit will attract a penalty of ₹500/- per instance.

(h) In case of non-functioning of A/c, Rs.2/- per km shall be deducted as penalty from the monthly bill and corresponding running KM and fuel charges shall be reimbursed by BHEL @ 16KM per liter.

64. In case of breach of any or whole of the above terms and conditions by the contractor BHEL will have the liberty to cancel the registration and contract either in part or in full.

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CHAPTER 6

GENERAL CONDITIONS OF CONTRACT

1. DEFINITION: -

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

- a) The "Contract" means, the documents forming the tender and acceptance thereof, together with all the documents referred to therein including general and special conditions to contract. All these documents as applicable taken together shall be deemed to form one contract and shall be complementary to one another.
- b) The "Work" means, the work described in the tender documents in individual work-orders as may be issued from time to time to the contractor by the officer-in charge with in the power conferred upon him including all notified or additional items of works and obligations to be carried out as required for the performance of contract.
- c) The "Contractor" means, the individual firm or company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the persons composing the firm or company or the successors of the form or company and the permitted assigns of such individual or firm or company.
- d) "The officer-in charge" means, the officer deputed by the HOD/WCM to supervise the work or part of the work.
- e) "Approved" and "Directed" means, the approval or direction of HOD/WCM, or person deputed by him for the particular purposes.
- f) "BHARAT HEAVY ELECTRICAL LIMITED" (herein after referred to as BHEL) shall mean the Board of Directors, Chairman, Executive Director, General Manager or other administrative office of the sad company including HOD/WCM authorized to invite tenders and enter into contract for works on behalf of the company.
- g) The "Contract sum" means, the sum accepted or the sun calculated in accordance with the prices accepted in tender and / or the contract rates as payable to the contractor for the execution of work during the currency of the contract.
- h) A "week" means, seven days, without regard to the number of hours worked or not worked in ay day in that week.
- i) A "day" means, the day of 24 hours (Twenty-Four) irrespective of the number of hours worked or not worked in that day.
- j) A "working day" means, any day other than that prescribed by the NEGOTIABLE INSTRUMENTS ACT as being a holiday, and consists of the number of hours of labour as commonly recognized by good employers in the trade in the district where the work is carried out or as laid down in the BHEL regulation.

2. HEADING TO THE CONTRACT CONDITIONS: -

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

3. WORK TO BE CARRIED OUT: -

The contract shall, include all labour, materials, tools, plant, equipment and transport which may be required for the execution of work. The contractor will be deemed to have satisfied himself as to the nature of the site, local facilities of access and all matters affecting the execution of work. No extra charges consequent on any misunderstanding in these resects or otherwise will be allowed.

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4. DEVIATIONS: -

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

5. OCTROI AND OTHER DUTIES: -

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

6. PLANT AND EQUIPMENT: -

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

7. ASSIGNMENT OF TRANSFER OF CONTRACT: -

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

8. SUB-CONTRACT: -

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

9. COMPLIANCE TO REGULATIONS AND BYE-LAWS: -

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

10. SECURITY DEPOSIT: -

SECURITY DEPOSIT shall be collected from the successful tenderer. The total amount of security deposit will be 5% of the contract value (total hire charges for the 07 taxis).

Mode of Deposit:

- 1) Cash (as permissible under the extant Income Tax Act)
- 2) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.

Following are the steps for online submission of Security Deposit-

a) Pay online (SBI Collect)

- i. Visit <https://www.onlinesbi.sbi/sbicollect/icollecthome.htm>
- ii. Select "Tamilnadu" in "filter by state"
- iii. Select category as "PSU-PUBLIC SECTOR UNDERTAKING"
- iv. Search as "BHEL BAP RANIPET" in the search bar.
- v. Select "BHEL BAP RANIPET"
- vi. Select "Security Deposit of Vendor" in the drop-down menu under "Select Payment Category"
- vii. Now Fill in the required details and ensure correctness of data filled. Ensure that you are entering correct enquiry/tender number and other details correctly.
- viii. Make payment for SD as required in tender after entering the details.

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b) Bidders can pay "Security Deposit" through online on below account:

| | |
|---------------------|---|
| NAME OF BANK | STATE BANK OF INDIA |
| BANK BRANCH ADDRESS | STATE BANK OF INDIA BHEL PROJECT BRANCH MUKUNDARAYA PURAM BHEL TOWNSHIP RANIPET-632406 |
| ACCOUNT NO | 10664849171 |
| MICR CODE | 632002003 |
| IFSC CODE | SBIN0007013 |
| SWIFT CODE | SBININBB450 |

- 3) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
- 4) 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)
- 5) 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)
- 6) Insurance Surety Bonds

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

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

In case of delay in submission of performance security, enhanced performance security which would include interest (Repo rate + 4%) for the delayed period, shall be submitted by the bidder.

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

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

Security deposit shall not carry any interest.

11. Security deposit shall be refunded only after successful completion of the contract to BHEL's satisfaction and presents an absolute "No Demand Certificate" in the prescribed form and returns properties belonging to BHEL handed over, lent or hired by him for carrying out the said works, Security Deposit will be released to the Contractor after deducting all cost of expenses or other amounts that are to be paid to BHEL under this or other contracts entered into with the Contractor. It

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may be noted that in no case the Security Deposit shall be refunded/released prior to passing of final bill.

12. Should a tenderer or a contractor has a relative or in the case of a firm or company of contractors, any of its shareholders or shareholder's relative, employed in Bharat Heavy Electricals Ltd, the authority inviting tenders shall be informed of this fact at the time of submission of the offer, failing which the offer may be disqualified or if such fact subsequently come to light, the contract may be cancelled.
13. BHEL shall not be responsible for any loss of securities, due to liquidation for any other reasons, whatsoever or any depreciation in the value of the securities while in their charge or for any loss of interest there on.
14. 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 realised by the sale of the securities or from the interest arising therefrom or from any sums which may be due or may become due to the contractor by BHEL and in the event of this Security Deposit being deducted by reason of such deductions or sale, as aforesaid, the Contractor shall within 7 days thereafter, make good in cash or in securities endorsed as aforesaid, any sum by which the Security Deposit has been reduced.
15. **ORDERS UNDER THE CONTRACT:** -
All orders, notices etc. to be given under the contract shall be in writing, type-script or printed and if sent by registered post to the address given in the tender of the contract, shall be deemed to have been served on the date, when in the ordinary course they would have been delivered to him.
16. **CONTRACTOR'S SUPERVISION:** -
The contractor shall either himself supervise the execution of the contract or shall appoint a complement agent acceptable to the HOD/WCM to act in his stead. Orders given to the contractor's agent shall be considered to have the same force as if they have been given to the contractor himself. The contractor or his accredited agent shall attend when required without making any claim for doing so, either the office of the HOD/WCM or the OFFICE-IN CHARGE, to received instructions.
17. The HOD/WCM shall have full powers and without assigning any reason, required the contractor to immediately cease to employ in connection with this contract, any agent, servant or employee where continued employment is in his opinion undesirable. The contractor shall not be allowed any compensation on this account.
18. **LABOUR:** -
The contractor shall remain liable for the payment of all wages or other moneys to his work people or employees under the payment of wages act 1936, Employees Liability Act 1938, Workmen Compensation Act 1923 or any other Act or enactment, relating thereto and rules framed, thereunder from time to time.
19. **PRECAUTIONS UNDER RISK:** -
The contractor shall be responsible for providing at his own expense for all precautions to prevent loss or damage from any and all risks and to minimize the amount of any such loss or damage and for the necessary steps to be taken for the said purposes.

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20. DAMAGE & LOSS TO PRIVATE PROPOERTY & INJURY TO WORKMEN: -

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

21. LAWS GOVERNING THE CONTRACT: -

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

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

If the contractor shall: -

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

(OR)

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

(OR)

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

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

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

If the contractor:

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

(OR)

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

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circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or Manager,

(OR)

- c) Assigns, Transfers, Sub-lets or attempts to assign, transfer or sub-let any portion of the work without the prior written approval of the BHEL.
24. **CANCELLATION OF CONTRACT IN PART OF FULL FOR CONTRACTOR'S DEFAULT:** -
If the contractor,
a) makes default in carrying out the work as directed and continues in that state after a reasonable notice from HOD/WCM or his authorised representative.
b) fails to comply with any of the Terms and Conditions of the contract or after reasonable notice in writing with orders properly issued thereunder.
25. 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.
26. **TERMINATION OF CONTRACT ON THE DEATH OF CONTRACTOR:** -
Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, or if the firm is dissolved or the company is liquidated BHEL shall have the option of terminating the contract without compensation to the Contractor.
27. **SPECIAL POWER TO TERMINATION:** -
If at any time after the award of contract, BHEL shall for any reason whatsoever not require whole or any part of the work to be carried out the HOD/WCM shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the fore-closing of the work.
"If any employee/labourer working in the contract is found involved in corruption activities, the contract will be terminated and the contractor will be banned for applying for any future contract for 3 years."
28. **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.
29. **BREACH OF CONTRACT, REMEDIES AND TERMINATION:**
If the Contractor fails to provide the required services as per the Contract / fails to deliver the goods or materials or any instalment thereof within the period(s) fixed for such delivery or delivers goods or services not of the contracted quality and failing to adhere to the contract specifications or at any time repudiates or otherwise abandons the contract before expiry of such period or refuses or is unable to supply / provide goods / services or materials covered by the Order/Contract either in whole or in part or otherwise fails to perform the Order/Contract or commits any breach of the Order/Contract not herein specifically provided for, the contractor agrees that BHEL would be entitled to recover 10% of the contract value as damages for breach. Such compensation may be recovered from the security instruments like performance/security bank guarantee available with BHEL. In case the value of the security instruments available is less than 10% of the contract value, the balance amount shall be

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recovered from other financial remedies (i.e. available bills of the contractor, retention amount, etc. with BHEL) under the contract or other legal remedies.

The balance scope shall be got done independently without Risk & Cost of the failed supplier/contractor. Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.

30. 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.

31. SIGNING OF CONTRACT: -

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

32. FORCE MAJEURE CLAUSE: -

"Force Majeure" shall mean any event beyond the reasonable control of the BHEL or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and shall include, without limitation, the following:

- i. war, hostilities, or warlike operations whether a state of war be declared or not, invasion, act of foreign enemy and civil war;
- ii. rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion, and terrorist acts;
- iii. epidemics, quarantine, and plague;
- iv. earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm or other natural or physical disaster.

If either party is prevented, hindered, or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within 14 days after the occurrence of such event.

- i. If the contractor issues a notice under this clause, BHEL shall examine the existence of such force majeure and may excuse the contractor from performance of the contract during the existence of such force majeure.
- ii. The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect thereof upon its or their performance of the Contract and to fulfil its or their obligations under the Contract.
- iii. No delay or non-performance by either party hereto caused by the force majeure shall
(a) constitute a default or breach of the Contract; or (b) give rise to any claim for damages or additional cost or expense occasioned thereby.

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iv. If the performance of the Contract is substantially prevented, hindered, or delayed for a single period of more than 60 days or an aggregate period of more than 120 days on account of one or more events of Force Majeure during the currency of the Contract, the parties will attempt to develop a mutually satisfactory solution, failing which either party may terminate the Contract by giving a notice to the other.

33. ARBITRATION: -

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

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

34. ARBITRATION AND JURISDICTION:

a) The jurisdiction for any arbitration/settlement of contractual/ legal issues between contractee and contractor, shall only be at the court of Ranipet. Any dispute between BHEL and the Contractor arising out of or in connection with this Contract, other than those for which BHEL decision is final, shall be referred to arbitration by a sole arbitrator to be appointed by BHEL, BAP Ranipet.

b) The place of Arbitration shall be Ranipet, Tamil Nadu. The arbitrator may hold meetings for convenience at such places as per his discretion.

c) The award of the Arbitrator shall be final, conclusive and binding on both parties to the contract

d) Subject to the above, the courts at Ranipet alone have the jurisdiction to decide any dispute arising out of or in respect of the Contract."

35. CHANGE IN CONSTITUTION OF FIRM: Changes in constitution of firm whenever it is made after submission of application or during currency of the contract, the existing firm has to duly inform the proposed changes to contracting department of BHEL at the appropriate time before the changes in the constitution are made. In case the absence of any such information BHEL is not responsible for the consequences arising out of the absence or suppression of information and the issue / dispute arising out of these changes and the firm is responsible for settling the issue or dispute among themselves (Partners etc.) or with the bankers or with any third party. Under the above circumstances when dispute arises and the firm does not inform the change in the constitution of the firm BHEL has the right for suspending or terminating the contract.

36. 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.

37. SECRECY OF CONFIDENTIAL INFORMATION:

The Contractor agrees & acknowledges that in the course of their discussions and interactions, BHEL may disclose information of confidential proprietary nature relating to its business, products, know-

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Bharat Heavy Electricals Limited
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Ranipet-632406

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how, technology, customers, employees and financial. Such information shall be considered as confidential. The contractor agrees to keep it confidential & secret at all times and not directly or indirectly disclose to any party other than its employees and authorized personnel's strictly on a need know basis, without the prior written permission of BHEL.

The above condition shall however not apply to that information, which –

- i. now or hereafter enters the public domain through no fault of that party;
- ii. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party hereto; and
- iii. otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

The provisions of this Clause shall survive termination for a period of minimum five years, for whatever reason, 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.

38. SETOFF CLAUSE: -

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

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

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

- (a) both entities are legally distinct/ separate entities, or
- (b) the management of the entity/ partners/ directors/ members of such other entity were not aware that the proprietor/ partner/ director/ member of the defaulting/ breaching entity was also a proprietor/ partner/ director/ member of the other said entity."

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

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

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

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- iii) failure by Contractor to proceed with Project in accordance with the determinations, instructions and clarifications of Company pending disagreement, dispute, protest, request for arbitration/ court proceedings.
- iv) loss of property or death of any employee of BHEL or of its other contractors/ sub-contractors.
- The above shall be without prejudice to any other remedy that may be available to BHEL whether as per law, contract, equity or otherwise. The quantum of work/ nature of work to be carried out by the hired crane will be decided by BHEL from time to time and the availability of the combination of work.
42. All statutory requirements under Minimum Wages Act, 1948, Factories Act 1948, Workmen Compensation Act 1923, Employees Provident Fund and Miscellaneous Provisions Act, 1952, Payment of Gratuity Act 1972, Employee State Insurance Act 1948, Contract Labour (R&A) Act 1970, Payment of Bonus Act 1965, Income Tax Act, Service Tax Act and all other applicable Acts shall be complied with by the Contractor.
43. **MOTOR VEHICLE ACT:** The contractor should comply the relevant Motor Vehicle Act and other statutory requirement, if applicable.
44. Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.
45. Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
46. Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and provides a copy of the same to BHEL.
47. Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.
48. No interest shall be payable by BHEL on Security Deposit/ or any money due to the Contractor by BHEL.
49. Time is the essence of contract and hence any delay in Execution of contract will attract penal action by BHEL by deduction of such amounts as may be fixed by BHEL as compensation for the delay of work. This is without prejudice to conditions of contract mentioned elsewhere regarding deduction for taking alternative action / cancellation of contract.
50. **BHEL shall recover the amount of compensation paid to victim(s)** by BHEL towards loss of life/permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below.
- a). Victim: Any person who suffers permanent disablement or dies in an accident as defined below.
- b). Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/operation and works incidental thereto at BHEL factories/offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works/ during working at BHEL units/officers/townships and premises/ project sites.
- c). Compensation in respect of each of the victims:
- (i) In the event of death or permanent disability resulting from Loss of both limbs: **Rs.10,00,000/-** (Rs. Ten lakh)
- (ii) In the event of other 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 (l) of the Employee's Compensation Act, 1923.

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51. For every month, the contractor shall prepare & submit bill in the succeeding month within one week from the date of certification of quantity by concerned department officials.
52. Any billing related query, clarification, document requirement, etc. shall be resolved in one go by the Contractor within one week from the date of intimation.
53. **SUBMISSION OF BILLS BY CONTRACTOR:** - The Contractor at the end of each month shall submit a bill in triplicate detailing the various items of work done during the month supported by the requisitions issued from time to time. The Contractor shall, once in every month, submit to the concerned department officials separately details of his claims for the work done by him up to and including the previous month which are not covered by his contract agreement in any of the following respects:
- Deviation from the items provided in the contract documents.
 - Extra items / new items of work.
 - Items in-respect of which rates have not been settled. He should in addition furnish a clear certificate to the effect that the claims submitted by him as aforesaid cover all his claims and that no further claims shall be raised by him in respect of the work done up to and including the period under report.
54. **PAYMENT OF BILLS:** - All payments to be made to the Contractor, under this contract shall be by "CHEQUE" crossed "A/C PAYEE ONLY" OR by NEFT / RTGS payment within a reasonable time after the certification of bills by the authorized officials of BHEL.
55. **SUSPENSION OF BUSINESS DEALINGS:** -
BHEL reserves the right to take action against Contractors who either fail to perform or Tenderers/Contractor who indulge in malpractices, by suspending business dealings with them in line with BHEL guidelines issued from time to time.
- The offers of the bidders who are under suspension and also the offers of the bidders, who engage the services of the banned firms / principal / agents, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.
- If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award / execution / post-execution stage indulges in any act, including but not limited to, 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 tampers the tendering process or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 (Bhartiya Nyaya Samhita 2023) or any other law in force in India, or does anything which is actionable under the Guidelines for Suspension of Business dealings, 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.
- Guidelines for suspension of business dealings is available in the webpage: http://www.bhel.com/vender_registration/vender.php
56. **BHEL reserves the right to reduce the contract period (pre-close the contract), with 30 days' notice period depends on the requirement / without assigning any reason. Security Deposit will be refunded, if the contract is pre-closed for non-requirement by BHEL.**
57. **CONFLICT OF INTEREST:** "A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:
- they have controlling partner (S) in common; or

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- b) they receive or have received any direct or indirect subsidy/ financial stake from any of them;
or
- c) they have the same legal representative/agent for purposes of this bid; **or**
- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder;
or
- e) Bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid; **or**
- f) In cases of agents quoting in offshore procurements, on behalf of their principles manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one bid from the followings:
 - 1. The principle manufacturer directly or through one Indian agent on his behalf; and
 - 2. Indian/ foreign agent on behalf only one principle **Or**
- g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; **or**
- h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/ management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.

58. LIMITATION ON LIABILITY:

Notwithstanding anything to the contrary in this Contract or LOA or Work Order or any other mutually agreed document between the parties, the maximum liability, for damages, of the contractor, its servants or agents, shall under no circumstances exceed an amount equal to the Price of the Contract or the Work Order. Neither party shall be liable to the other for any indirect or consequential loss or damage, including but not limited to loss of use, loss of profits, or loss of contracts, or special, punitive, exemplary losses whatsoever, arising out of or in connection with this contract. This shall not be applicable on the recoveries made by Customer from BHEL on account of Contractor, any other type of recoveries for workmanship, material, T&P etc. due from the contractor.

59. NO EMPLOYER EMPLOYEE RELATIONSHIP

The workforce deployed by the Contractor shall be the employees of the Contractor and there shall not be any employer – employee relationship between BHEL and the said workforce of Contractor on any ground whatsoever. BHEL will not issue any experience certificate to the workforces of the Contractor.

60. In case of breach of any or whole of the above terms and conditions by the contractor BHEL will have the liberty to cancel the registration and contract either in part or in full

We hereby accepted above
(signature & seal of bidder)



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CHAPTER 7

BHEL RANIPET BANK DETAILS

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

We hereby accepted above
(signature & seal of bidder)



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CHAPTER-8

ANNEXURES

- Annexure-1: Check List.
- Annexure-2: Offer forwarding letter / tender submission letter
- Annexure-3: No Deviation Certificate
- Annexure-4: Declaration regarding Insolvency/ Liquidation/ Bankruptcy Proceedings
- Annexure-5: Declaration by Authorized Signatory
- Annexure-6: Declaration by Authorized Signatory regarding Authenticity of submitted Documents
- Annexure-7: Non-Disclosure Certificate
- Annexure-8: Integrity Pact
- Annexure-9: Declaration confirming knowledge about Site Conditions
- Annexure-10: Declaration reg. Related Firms & their areas of Activities
- Annexure-11: Declaration for relation in BHEL
- Annexure- 12: Declaration reg. minimum local content in line with revised public procurement
- Annexure- 13: Declaration regarding compliance to Restrictions under Rule 144 (xi) of GFR 2017
- Annexure-14: Bank Account Details for E-Payment
- Annexure-15: Power of Attorney for submission of tender.
- Annexure-16: Proforma of Bank Guarantee for Earnest Money.
- Annexure-17: Proforma of Bank Guarantee for Performance Security.
- Annexure-18: List of Consortium Bank.

We hereby accepted above
(signature & seal of bidder)



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ANNEXURE- 1

CHECK LIST

NOTE: - Suppliers are required to fill in the following details in their Letterhead and no column should be left blank

| | | | |
|----------|---|--|---------------------------|
| A | Name and Address of the Supplier | | |
| B | GSTN No. the Supplier (Place of Execution of Contract / Purchase Order) | | |
| C | Details of Contact person for this Tender | Name: Mr./ Ms. Designation: Telephone No: Mobile No: Email ID: | |
| D | EMD DETAILS | NA | |
| E | DESCRIPTION | APPLICABILITY (BY BHEL) | ENCLOSED BY BIDDER |
| i. | Whether Pre - Qualification Criteria is understood and provided proper supporting documents. | Applicable/ Not Applicable | YES / NO |
| ii. | Whether all pages of the Tender documents including annexures, appendices etc. are read and understood | Applicable/ Not Applicable | YES / NO |
| iii. | Audited Balance Sheet and profit & Loss Account for the last three years (as mentioned in Pre - Qualification Criteria) | Applicable/ Not Applicable | YES / NO |
| iv. | Copy of PAN Card & GST registration | Applicable/ Not Applicable | YES / NO |
| v. | Submission of MSE/Start-up certificate as specified in Tender | Applicable/ Not Applicable | YES / NO |
| vi. | Offer forwarding letter / tender submission letter as per Annexure – 2 | Applicable/ Not Applicable | YES / NO |
| vii. | Submission of Certificate of No Deviation as per Annexure – 3 | Applicable/ Not Applicable | YES / NO |
| viii. | Declaration regarding Insolvency/ Liquidation/ Bankruptcy Proceedings as per Annexure – 4 | Applicable/ Not Applicable | YES / NO |

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| | | | |
|--------|--|-----------------------------------|---------------------|
| ix. | Declaration by Authorized Signatory as per Annexure – 5 | Applicable/Not Applicable | YES / NO |
| x. | Declaration by Authorized Signatory regarding Authenticity of submitted Documents Annexure – 6 | Applicable/Not Applicable | YES / NO |
| xi. | Submission of Non-Disclosure Certificate as per Annexure – 7 | Applicable/ Not Applicable | YES / NO |
| xii. | Submission of Integrity Pact as specified in Tender as per Annexure – 8 | Applicable/ Not Applicable | YES / NO |
| xiii. | Declaration confirming knowledge about Site Conditions as per Annexure – 9 | Applicable/ Not Applicable | YES / NO |
| xiv. | Declaration reg. Related Firms & their areas of Activities as per Annexure – 10 | Applicable/ Not Applicable | YES / NO |
| xv. | Declaration for relation in BHEL as per Annexure – 11 | Applicable/ Not Applicable | YES / NO |
| xvi. | Declaration reg. minimum local content in line with revised public procurement as per Annexure – 12 | Applicable/ Not Applicable | YES / NO |
| xvii. | Declaration regarding compliance to Restrictions under Rule 144 (xi) of GFR 2017 as per Annexure – 13 | Applicable/ Not Applicable | YES / NO |
| xviii. | Bank Account Details for E-Payment as per Annexure – 14 | Applicable/ Not Applicable | YES / NO |
| xix. | Power of Attorney for submission of tender as per Annexure – 15 | Applicable/ Not Applicable | YES / NO |
| xx. | Proforma of Bank Guarantee for Earnest Money as per Annexure – 16 | Applicable/ Not Applicable | YES / NO |

NOTE: Strike off 'YES' or 'NO', as applicable. Tender not accompanied by the prescribed **above applicable documents** are liable to be summarily rejected.

DATE:

**Sign. of the AUTHORISED SIGNATORY
(With Name, Designation and Company seal)**

We hereby accepted above
(signature & seal of bidder)



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ANNEXURE - 2

OFFER FORWARDING LETTER / TENDER SUBMISSION LETTER

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

Offer Reference No:

Date:

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: Submission of Offer against GeM/BHEL GePNIC Bid No.:

Having examined the tender documents against your GeM/ BHEL GePNIC Bid No. _____ dated _____ and having understood the provisions of the said tender documents and having thoroughly studied the requirements of BHEL related to the work tendered for, in connection with _____ (name of work), we hereby submit our offer for the proposed work in accordance with terms and conditions mentioned in the tender documents, at the prices quoted by us and as per the indicated delivery schedule in NIT.

Should our Offer be accepted by BHEL for Award, I/we further agree to furnish 'Performance Security' for the work as provided for in the Tender Conditions within the stipulated time as may be indicated by BHEL.

I/We further agree to execute all the works referred to in the said Tender documents upon the terms and conditions contained or referred to therein and as detailed in the appendices annexed thereto.

I/We have deposited herewith the requisite Earnest Money Deposit (EMD) as per details furnished in the Check List.

Authorized Representative of Bidder

Signature:

Name:

Address:

Place:

Date:

We hereby accepted above
(signature & seal of bidder)



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ANNEXURE- 3

CERTIFICATE OF NO DEVIATION

(To be Typed & submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Subject: No Deviation Certificate

Ref: 1) GeM/BHEL GePNIC Bid No:,
2) All other pertinent issues till date

We hereby confirm that we have not changed/ modified/materially altered any of the tender documents as downloaded from the website/ issued by BHEL and in case of such observance at any stage, it shall be treated as null and void.

We also hereby confirm that we have neither set any Terms and Conditions and nor have we taken any deviation from the Tender conditions together with other references applicable for the above referred GeM/BHEL GePNIC Bid.

We further confirm our unqualified acceptance to all Terms and Conditions, unqualified compliance to Tender Conditions.

We confirm to have submitted offer in accordance with tender instructions and as per aforesaid references.

Thanking you,

Yours faithfully,

**(Signature, date & seal of authorized
representative of the bidder)**

Date:

Place:

We hereby accepted above
(signature & seal of bidder)



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ANNEXURE- 4

UNDERTAKING

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir/Madam,

Sub: DECLARATION REGARDING INSOLVENCY/ LIQUIDATION/ BANKRUPTCY PROCEEDINGS

Ref: GeM/BHEL GePNIC Bid Specification No:

I/We,

_ declare that, I/We am/are not admitted under insolvency resolution process or liquidation under Insolvency and Bankruptcy Code, 2016, as amended from time to time or under any other law as on date, by NCLT or any adjudicating authority/authorities.

**Sign. of the AUTHORISED SIGNATORY
(With Name, Designation and Company seal)**

Place:

Date:

We hereby accepted above
(signature & seal of bidder)



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ANNEXURE – 5

DECLARATION BY AUTHORISED SIGNATORY OF BIDDER

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: Declaration by Authorized Signatory

Ref: 1) GeM/BHEL GePNIC Bid Specification No:
2) All other pertinent issues till date

I/We, hereby certify that all the information and data furnished by me with regard to the above Tender Specification are true and complete to the best of my knowledge. I have gone through the specifications, conditions, stipulations and all other pertinent issues till date, and agree to comply with the requirements and Intent of the specification.

I further certify that I am authorized to represent on behalf of my Company/Firm for the above mentioned tender and a valid Power of Attorney to this effect is also enclosed.

Yours faithfully,

(Signature, Date & Seal of Authorized
Signatory of the Bidder)

Date:

Enclosed: Power of Attorney

We hereby accepted above
(signature & seal of bidder)



Bharat Heavy Electricals Limited
(A Government of India Undertaking)
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ANNEXURE – 6

DECLARATION BY AUTHORISED SIGNATORY OF BIDDER

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub : **Declaration by Authorized Signatory regarding Authenticity of submitted documents.**

Ref : 1) GeM/BHEL GePNIC Bid No. & Date:
2) All other pertinent issues till date

I/We, hereby certify that all the documents submitted by us in support of possession of “Qualifying Requirements” are true copies of the original and are fully compliant required for qualifying / applying in the bid and shall produce the original of same as and when required by Bharat Heavy Electricals Limited.

I / We hereby further confirm that no tampering is done with documents submitted in support of our qualification as bidder. I / We understand that at any stage (during bidding process or while executing the awarded contract) if it is found that fake / false / forged bid qualifying / supporting documents / certificates were submitted, it would lead to summarily rejection of our bid / termination of contract. BHEL shall be at liberty to initiate other appropriate actions as per the terms of the Bid / Contract and other extant policies of Bharat Heavy Electricals Limited.

Yours faithfully,

**(Signature, Date & Seal of
Authorized Signatory of the Bidder)**

Date:

We hereby accepted above
(signature & seal of bidder)



Bharat Heavy Electricals Limited
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ANNEXURE- 7

NON-DISCLOSURE CERTIFICATE

(To be Typed & submitted in the Letter Head of the Company/Firm of Bidder)

I/We understand that BHEL **Ranipet** is committed to Information Security Management System as per their Information Security Policy.

Hence, I/We M/s.....
..... who are submitting offer for providing services to BHEL **Ranipet** against GeM/BHEL GePNIC Bid No..... hereby undertake to comply with the following in line with Information Security Policy of **BHEL**.

- To maintain confidentiality of documents & information which shall be used during the execution of the Contract.
- The documents & information shall not be revealed to or shared with third party which shall not be in the business interest of BHEL **Ranipet**.

(Signature, date & seal of Authorized
Signatory of the bidder)

Date:

We hereby accepted above
(signature & seal of bidder)



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ANNEXURE – 8

INTEGRITY PACT

Between

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Siri Fort, New Delhi - 110049 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

and

_____, (description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for _____

_____, The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitor(s), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the Principal

1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

We hereby accepted above
(signature & seal of bidder)



Bharat Heavy Electricals Limited
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Ranipet-632406

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1.1.3 The Principal will exclude from the process all known prejudiced persons.

1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/ Contractor(s)

2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. 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.

2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) 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.

2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

We hereby accepted above
(signature & seal of bidder)



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2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and will await their decision in the matter.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

Section 4 - Compensation for Damages

4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/ Bid Security.

4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher.

Section 5 - Previous Transgression

5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 - Equal treatment of all Bidders/ Contractors / Sub-contractors

6.1 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors. In case of sub-contracting, the Principal contractor shall be responsible for the adoption of IP by his sub-contractors and shall continue to remain responsible for any default by his subcontractors.

6.2 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

Section 7 - Criminal Charges against violating Bidders/ Contractors /Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

We hereby accepted above
(signature & seal of bidder)



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Section 8 -Independent External Monitor(s)

- 8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality in line with Non- disclosure agreement.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 8.5 The role of IEMs is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter should be examined by the full panel of IEMs jointly as far as possible, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to CMD, BHEL, at the earliest. They may also send their report directly to the CVO and the Commission, in case of suspicion of serious irregularities requiring legal/ administrative action. IEMs will tender their advice on the complaints within 10 days as far as possible.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.

We hereby accepted above
(signature & seal of bidder)



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- 8.9 IEM should examine the process integrity; they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the organization should be looked into by the CVO of the concerned organisation.
- 8.10 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code/ Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.
- 8.12 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

- 9.1 This Pact shall be operative from the date IP is signed by both the parties till the final completion of contract for successful bidder and for all other bidders 6 months after the contract has been awarded. Issues like warranty / guarantee etc. should be outside the purview of IEMs.
- 9.2 If any claim is made/ lodged during currency of IP, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 - Other Provisions

- 10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.
- 10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders / contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

We hereby accepted above
(signature & seal of bidder)



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For & On behalf of the Principal
(Office Seal)

Place----- Date-----

Witness: _____

(Name & Address) _____

For & On behalf of the Bidder/ Contractor
(Office Seal)

Witness: _____

(Name & Address) _____

We hereby accepted above
(signature & seal of bidder)



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ANNEXURE – 9

DECLARATION CONFIRMING KNOWLEDGE ABOUT SITE CONDITIONS

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: Declaration confirming knowledge about Site conditions

Ref: 1) GeM/BHEL GePNIC Bid Specification No:

2) All other pertinent issues till date

I/We, _____ hereby declare and confirm that we have visited the Site as referred in BHEL Tender Specifications and acquired full knowledge and information about the Site conditions including Wage structure, Industrial Climate, the Law & Order and other conditions prevalent at and around the Site. We further confirm that the above information is true and correct and we shall not raise any claim of any nature due to lack of knowledge of Site conditions.

I/We, hereby offer to carry out work as detailed in above mentioned Tender Specification, in accordance with Terms & Conditions thereof.

Yours faithfully,

**(Signature, Date & Seal of Authorized
Representative of the Bidder)**

Date:

Place:

We hereby accepted above
(signature & seal of bidder)



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ANNEXURE – 10

DECLARATION

Date: _____

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir/ Madam,

Sub: Details of related firms and their area of activities

Please find below details of firms owned by our family members that are doing business/
registered for same item with BHEL, _____ (NA, if not applicable)

| | | |
|-----|-------------------------------------|--|
| 1 | Material Category/ Work Description | |
| | Name of Firm | |
| | Address of Firm | |
| | Nature of Business | |
| | Name of Family Member | |
| | Relationship | |
| 2 | Material Category/ Work Description | |
| | Name of Firm | |
| | Address of Firm | |
| | Nature of Business | |
| | Name of Family Member | |
| | Relationship | |
| ... | | |

Note: I certify that the above information is true and I agree for penal action from BHEL in case any of the above information furnished is found to be false.

Regards,

(_____)

From: M/s _____

Supplier Code: _____

Address: _____

We hereby accepted above
(signature & seal of bidder)



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ANNEXURE – 11

DECLARATION FOR RELATION IN BHEL

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder failing which the offer of Bidder is liable to be summarily rejected)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: Declaration for relation in BHEL

Ref: 1) GeM/BHEL GePNIC Bid Specification No:

I/We hereby submit the following information pertaining to relation/relatives of
Proprietor/Partner(s)/ Director(s) employed in BHEL

Tick (v) any one as applicable:

1. The Proprietor, Partner(s), Director(s) of our Company/Firm DO NOT have any relation or relatives employed in BHEL

OR

2. The Proprietor, Partner(s), or Director(s) of our Company/Firm HAVE relation/relatives employed in BHEL and their particulars are as below:

- i
ii
iii

**(Signature, Date & Seal of Authorized
Signatory of the Bidder)**

Note:

1. Attach separate sheet, if necessary.
2. If BHEL Management comes to know at a later date that the information furnished by the Bidder is false, BHEL reserves the right to take suitable against the Bidder/Contractor.

We hereby accepted above
(signature & seal of bidder)



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ANNEXURE – 12

**DECLARATION REGARDING MINIMUM LOCAL CONTENT IN LINE WITH
REVISED PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 DATED 04TH
JUNE, 2020 AND SUBSEQUENT ORDER(S)**

(To be typed and submitted in the Letter Head of the Entity/Firm providing certificate as applicable)

To,
(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: Declaration reg. minimum local content in line with Public Procurement (Preference to Make in India), Order 2017-Revision, dated 04th June, 2020 and subsequent order(s).

Ref: 1) GeM/BHEL GePNIC Bid Specification No:
2) All other pertinent issues till date

We hereby certify that the items/works/services offered by..... (*specify the name of the organization here*) has a local content of _____ % and this meets the local content requirement for '**Class-I local supplier**' / '**Class II local supplier**' ** as defined in Public Procurement (Preference to Make in India), Order 2017-Revision dated 04.06.2020 issued by DPIIT and subsequent order(s).

The details of the location(s) at which the local value addition is made are as follows:

1. _____
2. _____
3. _____
4. _____
- ...

Thanking you,
Yours faithfully,

(Signature, Date & Seal of
Authorized Signatory of the Bidder)

**** - Strike out whichever is not applicable.**

Note:

1. Bidders to note that above format, duly filled & signed by authorized signatory, shall be submitted along with the techno-commercial offer.
2. In case the bidder's quoted value is in excess of Rs. 10 crores, the authorized signatory for this declaration shall necessarily be the statutory auditor or cost auditor of the company (in the case of companies) or a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies).
3. In the event of false declaration, actions as per the above order and as per BHEL Guidelines shall be initiated against the bidder.

We hereby accepted above
(signature & seal of bidder)



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ANNEXURE – 13

DECLARATION REGARDING COMPLIANCE TO RESTRICTIONS UNDER RULE 144 (xi) OF GFR 2017

(To be typed and submitted in the Letter Head of the Entity/ Firm providing certificate as applicable)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: Declaration regarding compliance to Restrictions under Rule 144 (xi) of GFR 2017

Ref: 1) GeM/BHEL GePNIC Bid Specification No:
2) All other pertinent issues till date

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 _____ (**SPECIFY THE NAME OF THE ORGANIZATION HERE**), is not from such a country/ has been registered with the Competent Authority (*attach valid registration by the Competent Authority, i.e., the Registration Committee constituted by the Dept. for Promotion of Industry and Internal Trade (DPIIT).*

I hereby certify that we fulfil all requirements in this regard and is eligible to be considered.

Thanking you,
Yours faithfully,

**(Signature, Date & Seal of
Authorized Signatory of the Bidder)**

Note: Bidders to note that in case above certification given by a bidder, whose bid is accepted, is found to be false, then this would be a ground for immediate termination and for taking further action in accordance with law and as per BHEL guidelines.

We hereby accepted above
(signature & seal of bidder)



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ANNEXURE – 14

BANK ACCOUNT DETAILS FOR E-PAYMENT

(To be given on Letter head of the Company /Firm of Bidder, and **ENDORSED (SIGNED & STAMPED) BY THE BANK** to enable BHEL release payments through Electronic Fund Transfer (EFT/RTGS))

1. Beneficiary Name:
2. Beneficiary Account No.:
3. Bank Name & Branch:
4. City/Place:
5. 9 digit M ICR Code of Bank Branch:
6. IFSC Code of Bank Branch:
7. Beneficiary E-mail ID:
(for payment confirmation)

NOTE: In case Bank endorsed certificate regarding above has already been submitted earlier, kindly submit photocopy of the same

We hereby accepted above
(signature & seal of bidder)



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ANNEXURE – 15

POWER OF ATTORNEY for SUBMISSION OF TENDER

(To be typed on non-judicial stamp paper of minimum Rs. 100/- and Notarized)

KNOW ALL MEN BY THESE PRESENTS, that I/We do hereby make, nominate, constitute and appoint Mr., whose signature given below herewith to be true and lawful Attorney of M/s..... hereinafter called 'Company', for submitting Tender/entering into Contract and inter alia, sign, execute all papers and to do necessary lawful acts on behalf of Company with M/s Bharat Heavy Electricals Ltd, Central Procurement Cell (CPC), in connection with..... vide GeM/BHEL GePNIC Bid No: _____, dated _____.

And the Company do hereby agree to ratify and confirm all acts, deeds, things or proceedings as may be lawfully done by the said attorney and by or on behalf of the company and in the name of the company, by virtue of the powers conferred herein and the same shall be binding on the company and shall have full force and effect.

IN WITNESS WHEREOF, the common seal of the company has been hereunto affixed in the manner hereinafter appearing on the document.

Dated at _____, this _____ day of _____

Director/CMD/Partner/Proprietor

Signature of Mr. (Attorney)

Attested by: Director/CMD/Partner/Proprietor

Witness

Notary Public

We hereby accepted above
(signature & seal of bidder)



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ANNEXURE – 16

PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY

(On non-Judicial paper of appropriate value)

Bank Guarantee No.....

Date.....

To

(Employer's Name and Address)

.....

Dear Sirs,

In accordance with the terms and conditions of Invitation for Bids/Notice Inviting Tender No.....¹(Tender Conditions), M/s. having its registered office at² (hereinafter referred to as the 'Tenderer'), is submitting its bid for the work of.....³ invited by⁴.(name of the Employer) through its Unit at

The Tender Conditions provide that the Tenderer shall pay a sum of Rs as Earnest Money Deposit in the form therein mentioned. The form of payment of Earnest Money Deposit includes Bank Guarantee executed by a Scheduled Bank.

In lieu of the stipulations contained in the aforesaid Tender Conditions that an irrevocable and unconditional Bank Guarantee against Earnest Money Deposit for an amount of⁵ is required to be submitted by the Tenderer as a condition precedent for participation in the said Tender and the Tenderer having approached us for giving the said Guarantee,

we, the[Name & address of the Bank]

..... having our Registered Office at

.....(hereinafter referred to as the Bank) being the Guarantor under this Guarantee, hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer without any demur, merely on your first demand any sum or sums of Rs.

.....⁵ (in words Rupees.....) without any reservation, protest, and recourse and without the beneficiary needing to prove or demonstrate reasons for its such demand.

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.

We hereby accepted above
(signature & seal of bidder)



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We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Vendor/Contractor/Vendors in any suit or proceeding pending before any Court or Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment hereunder and the Tenderer shall have no claim against us for making such payment.

We Bank further agree that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Tender or to extend the time of submission of from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Tenderer and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Tenderer or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Tenderer or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Tenderer and notwithstanding any security or other guarantee that the Employer may have in relation to the Tenderer's liabilities.

This Guarantee shall be irrevocable and shall remain in force upto and including.....⁶ and shall be extended from time to time for such period as may be desired by the Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Tenderer but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms hereof. However, unless a demand or claim under this Guarantee is made on us in writing on or before the⁷ we shall be discharged from all liabilities under this Guarantee.

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

Courts at shall alone have exclusive jurisdiction over any matter arising out of or in connection with this Bank Guarantee

We, Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a. The liability of the Bank under this Guarantee shall not exceed.....⁵.....

We hereby accepted above
(signature & seal of bidder)



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- b. This Guarantee shall be valid up to⁶
c. Unless the Bank is served a written claim or demand on or before⁷ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank

We, _____ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of
(Name of the Bank)

Date.....

Place of Issue.....

1 Details of the Invitation to Bid/Notice Inviting Tender

2 Name and Address of the Tenderer

3 Details of the Work

4 Name of the Employer

5 BG Amount in words and Figures

6 Validity Date

7 Date of Expiry of Claim Period

Notes:

1. Units are advised that expiry of claim period may be kept 3-6 months after validity date. It may be ensured that the same is in line with the agreement/ contract entered with the Vendor.
2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Contractor/sub-contractor /vendor/ Bank issuing the guarantee.
3. In line with the GCC, SCC or contractual terms, Unit may carry out minor modifications in the Standard BG Formats. If required, such modifications may be carried out after taking up appropriately with the Unit/Region's Law Deptt.
4. In Case of Bank Guarantees submitted by Foreign Vendors-
 - a. **From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India)** can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the

We hereby accepted above
(signature & seal of bidder)



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Unit is located i.e., Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.

- b.** From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)

b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favor of the Indian Bank's (BHEL's Consortium Bank) branch in India. It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.

b.2 In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.

b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). The BG Format provided to them should clearly specify the same.

We hereby accepted above
(signature & seal of bidder)



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ANNEXURE – 17

BANK GUARANTEE FOR PERFORMANCE SECURITY

(On non-Judicial paper of appropriate value)

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at _____¹ through its Unit at.....(name of the Unit) having awarded to (Name of the Vendor / Contractor / Supplier) with its registered office at _____² hereinafter referred to as the ' Vendor / Contractor / Supplier ', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No.....dated³ valued at Rs.....⁴ (Rupees -----) / FC.....(in words.....) for⁵ (hereinafter called the 'Contract') and the Vendor / Contractor / Supplier having agreed to provide a Contract Performance Bank Guarantee, equivalent to% (.... Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

We,, (hereinafter referred to as the Bank), having registered/Head office at and inter alia a branch at being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer any sum or sums upto a maximum amount of Rs -----⁶ (Rupees -----) without any demur, immediately on first demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand.

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Vendor / Contractor / Supplier in any suit or proceeding pending before any

We hereby accepted above
(signature & seal of bidder)



Bharat Heavy Electricals Limited
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Ranipet-632406

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Court or Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder and the Vendor / Contractor / Supplier shall have no claim against us for making such payment.

We thebank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract/ satisfactory completion of the performance guarantee period as per the terms of the Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

WeBANK further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Vendor / Contractor / Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Vendor / Contractor / Supplier and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Vendor / Contractor / Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Vendor / Contractor / Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Vendor / Contractor / Supplier and notwithstanding any security or other guarantee that the Employer may have in relation to the Vendor / Contractor / Supplier 's liabilities.

This Guarantee shall remain in force upto and including.....⁷ and shall be extended from time to time for such period as may be desired by Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Vendor / Contractor / Supplier but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof.

Unless a demand or claim under this guarantee is made on us in writing on or before the⁸ we shall be discharged from all liabilities under this guarantee thereafter.

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

Courts at shall alone have exclusive jurisdiction over any matter arising out of or in connection with this Bank Guarantee

We, BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a. The liability of the Bank under this Guarantee shall not exceed.....⁶
- b. This Guarantee shall be valid up to⁷
- c. Unless the Bank is served a written claim or demand on or before⁸ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We, Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of (Name of the Bank) Dated.....

Place of Issue.....

1 NAME AND ADDRESS OF EMPLOYER i.e., Bharat Heavy Electricals Limited

2 NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.

3 DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

4 CONTRACT VALUE

5 PROJECT/SUPPLY DETAILS

6 BG AMOUNT IN FIGURES AND WORDS

7 VALIDITY DATE

8 DATE OF EXPIRY OF CLAIM PERIOD

Note:

1. Units are advised that expiry of claim period may be kept 3-6 months after validity date. It may be ensured that the same is in line with the agreement/ contract entered with the Vendor.
2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the

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rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/Supplier /Bank issuing the guarantee.

3. In line with the GCC, SCC or contractual terms, Unit may carry out minor modifications in the Standard BG Formats. If required, such modifications may be carried out after taking up appropriately with the Unit/Region's Law Dept.
4. In Case of Bank Guarantees submitted by Foreign Vendors-
 - a. **From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India)** can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.
 - b. From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)
 - b.1** In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favor of the Indian Bank's (BHEL's Consortium Bank) branch in India. It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.
 - b.2** In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.
 - b.3** The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). The BG Format provided to them should clearly specify the same.

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ANNEXURE – 18

LIST OF CONSORTIUM BANK

| Sl. No. | NAME OF THE BANK |
|---------|---|
| 1 | State Bank of India |
| 2 | Canara Bank |
| 3 | IDBI Bank Limited |
| 4 | ICICI Bank Limited |
| 5 | HDFC Bank Limited |
| 6 | Axis Bank |
| 7 | IndusInd Bank Limited |
| 8 | Bank of Baroda |
| 9 | Exim Bank |
| 10 | Indian Bank |
| 11 | Punjab National Bank |
| 12 | Union Bank of India |
| 13 | Yes Bank Limited |
| 14 | RBL Bank Ltd. |
| 15 | Standard Chartered Bank |
| 16 | Indian Overseas Bank |
| 17 | Kotak Mahindra Bank Limited |
| 18 | Federal Bank Limited |
| 19 | Hongkong and Shanghai Banking Corporation Ltd |

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ANNEXURE 19

E-PAYMENTS

- This annexure to the techno-commercial bid explains how to make e-payments to BHEL- Ranipet through SBI e-collect.
- Vendors (SD Payments payable by others) can utilize this facility.
- Payments can be made using Internet Banking, Debit Cards/Credit Cards etc.
- SBI Charges a minimum amount (Service Charge) for every transaction. This may vary according to the MODE selected.
- Bidder's are requested to update themselves with the procedure through SBI website.

STEP BY STEP PROCEDURE:

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

1. Select **SB Collect** available on the top
2. Select PSU-Public Sector Undertaking
3. Filter by State "Tamilnadu"
4. Select BHEL BAP RANIPET
5. Give Inputs as per requirement.
6. 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 etc.).
7. Save & Keep the copy of receipt for future reference.

We hereby accepted above
(signature & seal of bidder)



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ANNEXURE-20

**Format of Letter Confirming the Lien on Fixed Deposit Receipt
(On the Letter Head of Bank)**

Reference No _____

Date:

To

M/s Bharat Heavy Electricals Limited,
Finance Department, Administrative Building,
Ranipet-632406.

Dear Sir /Madam,

We refer to the fixed deposit receipt (FDR) bearing no. _____ dated _____ for Rs. _____ issued in the name of Bharath Heavy Electricals Ltd. (BHEL) Ranipet-632406. Account of _____ (Name of the vendor)

We hereby agree and confirm that,

1. There is no lock in period for encashment of the said FDR.
2. The amount under the said FDR would be paid to you on demand, at any point of time before, or upon maturity, without any reference to the _____ (name of the vendor).
3. Encashment whether premature or otherwise would not require any clearance from any other authority / person.
4. We agree that on encashment of FDR, the interest accrued will also be released to you.
5. We agree that the FDR will be auto renewed for such period/s initially mentioned in the FDR and the intimation of such renewal shall be sent to BHEL, Ranipet-632406 and _____ (the name of the vendor) immediately after the renewal.
6. FDR will not be closed, encashed, changed or Discharged without the written permission / confirmation from M/s. BHEL, Ranipet.
7. We acknowledge and agree that the Lien created on the FDR shall be in force until BHEL, Ranipet gives us a Discharge Letter in this regard.

Yours faithfully,

Authorized Signatory
(Bank Stamp/Seal)

This letter to be typed on Bank's letter head,
Bank email id:
Mobile no:
Landline no:
Address for communication:

We hereby accepted above
(signature & seal of bidder)



Standard Operating Procedure for Transport Taxis

Contractor= Owner/Partners to whom the contract is awarded

Contractor Representative = CR = A person assigned to co-ordinate Bills, Gate pass etc. by contractor.

A. Permanent/Temporary Gate pass for driver:

Documents required:

Driving license with badge, PF, ESI, Aadhar card, Bank details, Police verification & PO Copy.

1) Contractor/CR shall co-ordinate with Transport, welfare and Security departments for permanent pass of drivers,

a) The contractor shall give a request letter to Transport in charge BHEL.

b) A police verification certificate shall be attached with the request letter by contractor for the driver

c) BHEL Updates SAP system for the following

a. Driver Details

b. Details of PF, ESI

d) On scrutiny of above details by welfare and security the permanent pass shall be issued by security

2) Temporary Gate pass for driver (15 days):

a) The procedure 1 shall be followed without police verification

b) The temporary pass shall not be extended further

3) One day driver pass for replacement drivers (Maximum three days):

a) Contractor/CR shall submit the driver change request (format) to Transport in charge.

b) Transport will allow one-day driver pass for maximum of continuous three days.

c) In case the replacement driver on emergency and allowed for only one day then the Contractor/CR shall request over phone to transport section to allow the vehicle in-side with replacement driver.

B. Inspection of Vehicle and Document verification:

a) The vehicle's condition, including engine performance, suspension, doors, tires, headlights, indicators, horn, seat belts, car charger, batteries etc., must be always maintained in good working order. If any defects are found, the vehicle will be removed from operation until the issues are resolved during execution. In such cases, the vendor must immediately provide a suitable alternate vehicle with drivers.

b) Also, the BHEL Inspectors verify,

i. Appearance of the vehicle

ii. Running condition of the vehicle

iii. Upholstery

iv. Physical fitness of the driver

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- v. Overall acceptance for use
- c) Inspection of the vehicle shall be carried out from time to time during the execution of the contract. The contractor shall take appropriate action to maintain the vehicle in accordance with the inspection criteria mentioned in this clause. Failure to do so will attract penalties.
- d) All vehicles will be inspected by Transport department of M&S/BHEL at Ranipet and the driver documents will be verified prior to commencement of work and during execution. If the documents are not in place the vehicle will not be allowed inside and alternate vehicle shall be arranged by contractor.
- e) The vehicle should always be kept very clean, both internally and externally.

C. The following are mandatory requirements for the driver:

The contractor shall ensure that the driver meets the following requirements during the execution of the contract. Failure to do so will result in the immediate removal of the driver from duty, and the contractor shall make alternate arrangements without any delay

- a) The driver must possess a valid LMV driving license with a badge.
- b) Skilled drivers are to be engaged.
- c) The driver must wear a neat and clean uniform consisting of black pants and a white shirt during duty hours. If the driver is found without uniform, a sum of Rs. 100/- will be deducted for each occasion.
- d) Casual attire such as T-shirts, Vests (Baniyans), and Jeans shall not be permitted during duty hours.
- e) The driver must have a mobile handset with a valid mobile number, which shall always be in working condition to attend calls from guests and BHEL Transport Department. The contractor must ensure this.
- f) The driver must not be under the influence of alcohol while on duty and must not smoke inside the taxi.
- g) The driver must adhere to the instructions given by the BHEL Transport section in charge.
- h) The driver should allow the passenger to enter the taxi first before entering the vehicle.
- i) If an official carries hand luggage, the driver must assist in placing it inside the taxi.
- j) The driver must follow BHEL road safety rules and regulations inside the factory and township premises.
- k) The driver must strictly comply with motor vehicle rules while driving inside/outside factories.
- l) The driver must wear a seatbelt while driving, as per government regulations.
- m) The driver must not demand money from passengers for any expenses.
- n) The driver must be sincere, disciplined, and provide satisfactory service to BHEL officials without any complaints. Any instance of indiscipline, misconduct, or complaint will warrant the immediate replacement of the driver.
- o) The contractor/Representative of contractor shall be fully responsible for resolving any disputes with BHEL. Drivers must not engage in disputes, arguments, or misconduct with BHEL officials. Any such behavior will be considered serious indiscipline and will result in the immediate replacement of the driver by the contractor.

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- p) The driver is whole responsible for getting the trip sheet is duly filled and obtain signature from guests as per rules and regulations of BHEL.
- q) The driver must comply with the biometric attendance system and vehicle movement pass requirements as per BHEL rules and regulations.

D. Mode of operation and operating hours:

- a) Driver shall obtain Trip sheet entries clearly stating all necessary fields for smooth billing.
- b) The Trip sheet entries shall not be modified or over written, if so the concerned should sign near the corrections.
- a) The Pooling vehicles shall report to Transport section on or before shift reporting time (08:30 Hrs) and shall be swiped before approaching Transport in-charge for Trip sheet entry.
- b) Vehicles assigned to senior officials shall report to them directly. The reporting time shall be as instructed by the respective senior officials and must be duly recorded in the trip sheet with their signature. A minimum of 10 hours of service must be certified in the trip sheet for billing purposes. The closing time must also be recorded and certified by the senior officials. The driver must report to the Transport Section immediately upon entry into BHEL to confirm the presence of the vehicle in BAP. The shift closing on the trip sheet shall be signed by either the senior official or the Transport Section.
- c) BHEL reserves the right to modify the reporting and relieving time as necessary.
- d) Trip sheet will be scrutinized by BHEL Transport section for further billing process.
- e) The trip sheet book shall be properly handed over to the alternate vehicle to ensure continuity of entries. Tampering, tearing off pages, or attaching additional papers to the trip sheet book is strictly prohibited.

E. Conditions for Operating Vehicle at Factory Premises:

- f) The vehicle must report to the BHEL Transport pooling section or the designated point at the requested time regularly to take entry and receive instructions from Transport department.
- g) Trip sheets for taxis engaged will be provided by BHEL. The taxi driver is responsible for ensuring that all required columns for each trip are completed and signed by the user, along with their staff number.
- h) In case of loss of the original trip sheet, BHEL reserves the right to reject the claim.
- i) The taxi drivers must carry all relevant valid documents, including a driving license, badge number, road tax receipt, registration certificate (RC), insurance certificate, fitness certificate (FC), and emission certificate. If the original documents are unavailable, clear copies must be kept in the taxi. Taxis without these documents will not be allowed inside the factory premises.
- j) Taxis must report to BHEL in full readiness and remain available for the entire day's operation.
- k) Taxis should operate only with the "ON CONTRACT WITH BHEL" name board provided by BHEL during operation.
- l) Any mishap (such as fire or accident) occurring en-route is the complete responsibility of the vendor. The vendor is also responsible for ensuring the safe, comfortable, and timely transportation of passengers.

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- m) Taxis must report to BHEL with sufficient fuel to operate throughout the day. Once inside the premises, taxis will not be permitted to leave for refuelling.
- n) The vendor must not carry out any vehicle repairs inside the factory premises, except for tire changes in the event of a puncture. In case of a vehicle breakdown within the factory premises, the vehicle must be taken outside for repairs. Re-entry will only be permitted after the issue is fully resolved.
- o) If the vehicle is used for senior officials, VIP pick-up and drop, customers, auditors, etc., of BHEL, a trip sheet must be maintained as per BHEL's requirements. All trip sheet entries and approvals shall be strictly followed in accordance with BHEL rules and regulations by the driver.
- p) Contractors must not change vehicles without prior permission from BHEL. If a vehicle needs to be replaced, it must be of the same model or a higher-segment make.
- q) The contractor must obtain a feedback report from the user official regarding the satisfactory operation of the service and vehicle. Feedback forms will be issued by the BHEL Transport department.
- r) Vehicles must strictly adhere to the speed limit of 20 Kmph within the factory premises. Any violation of this speed limit will attract a penalty of ₹500/- per instance.

F. Breakdown of contract vehicle:

- a. In the event of a vehicle breakdown or failure to meet the requirements specified in clause 3, the issues shall be resolved immediately. Meanwhile, the vendor must arrange an alternate vehicle of same/higher model to ensure uninterrupted operations.
- b. In case of breakdown of a car while in operation:
 - i The taxi should be replaced by an alternate vehicle of similar type within one hour from the time of breakdown.
 - ii Bills should be prepared combining the total kilo-meters and hours of both the breakdown car and the substitute car.
 - iii No extension charges will be paid for breakdown hours.
 - iv The log/trip sheet must mention the breakdown details.

G. General conditions:

- a. The vendor shall ensure that the drivers, along with the vehicles, are available at all times during operations.
- b. Periodical service of the vehicle in respect of the engine, wheel alignment and balancing etc. as recommended by the vehicle manufacturer to be done without fail.
- c. The vendor shall, at his own expense, reinstate and make good to the satisfaction of BHEL Management, and pay compensation for any injury to any person or loss/damage caused to any property within the BHEL complex or adjacent highway/roadway.
- d. The provisions of the Motor Vehicles Act or any statutory modifications, amendments, or re-enactments thereof, and the rules made thereunder from time to time, must be followed by the transport contractors.
- e. The vendor should ensure that there are no advertisements on the taxis.

We hereby accepted above
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- f. The taxis allotted for BHEL use will be subject to checks by BHEL security personnel as and when required.
- g. BHEL reserves the right to refuse engagement of any vehicle even after its arrival at the factory, if the driver or the vehicle does not conform to the Motor Vehicles Act regulations.
- h. Vehicles will be permitted a maximum of two days for renewal of the Fitness Certificate with documentary proof and prior permission. During these days, rental charges will not be paid by BHEL, and penalties will not be applicable.
- i. The contractor owner or representative of the contractor only allowed to communicate with BHEL Officials regarding billing, invoices, documents, records, clarifications and etc.,

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CHAPTER-10

BILL OF QUANTITIES

| Sl. No. | Description | Quantity (A) | Rate (B) | GST % (C) | Amount in Rs. (excl. GST) (D) = (A) x (B) | Amount in Rs. (Incl. GST) (E) = (D) x {1+(C)/100} |
|---------|---|----------------------|--|--|--|--|
| 1 | Rental charges per day for one no. A/c T-Board taxi with driver (with Skilled worker wages) for 10 hours per day excluding Fuel Charges and excluding GST | 4480 Taxi Days | To be quoted by the bidder in BHEL eProcurement portal | To be quoted by the bidder in BHEL eProcurement portal | | |

Applicable GST _____%

Applicable GST is to be mentioned by the bidder. Normally, 5% for RCM & 12% for FCM is applicable. While quoting in price bid, the RCM bidder has to mention applicable GST @5% in the price bid BOQ and FCM bidder has to mention applicable GST @12% in the price bid BOQ.

The following charges will be included in the Work Order/ Purchase Order:

(1) The estimated total detention hours permitted for all 7 taxis over the 2-year contract period is approximately 2352 hours. However, this may change depending on BHEL's requirements. Detention charges will be calculated on a pro-rata basis using the finalized L1 hire rate.

(2) The estimated total for 'OTHER CHARGES'—including tolls, parking, permit fees, night stay (Rs. 200 per night), and food allowance (Rs. 100 per day)—for all 7 taxis over the 2-year contract period is Rs. 2,57,599.92/-. Payments for tolls, parking, and permit fees will be reimbursed based on actual expenses upon submission of valid receipts. The total reimbursement for 'OTHER CHARGES' will be capped at Rs. 2,57,599.92/-.

(3) Vendors can provide Petrol/Diesel operated Taxis. However, the Reimbursement for fuel shall be done as below only.

“Fuel charges shall be fully reimbursable by BHEL @ 15 km per liter of **Diesel cost**, as per the rate announced by IOCL, prevailing at IOCL dealer, Ranipet from time to time during the contract period”.

In the event of non-usage of AC, Fuel charges shall be fully reimbursable by BHEL @ 16 km per liter of **Diesel cost**, as per the rate announced by IOCL, prevailing at IOCL dealer, Ranipet from time to time during the contract period.

We hereby accepted above
(signature & seal of bidder)



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NOTE:

- 1) Bidder should quote rate per Taxi with Driver (with Skilled worker wages) per day excluding GST and excluding fuel charges. Evaluation will be done on "Total Cost to BHEL". Input Tax Credit on GST is not applicable.
- 2) The amount quoted here should be inclusive of any taxes and duties levied or to be levied both by Central and State Government authorities excluding GST. GST to be mentioned separately.
- 3) The GST amount paid by the contractor shall be fully reimbursed by BHEL.
- 4) The rate quoted shall be firm throughout the period of contract and extended contract period also. No cost escalation is allowed on any account.
- 5) Vendors can provide Petrol/Diesel operated Taxis. However, the Reimbursement for fuel shall be done as below only.
"Fuel charges shall be fully reimbursable by BHEL @ 15 km per liter of Diesel cost, as per the rate announced by IOCL, prevailing at IOCL dealer, Ranipet from time to time during the contract period".
In the event of non-usage of AC, Fuel charges shall be fully reimbursable by BHEL @ 16 km per liter of Diesel cost, as per the rate announced by IOCL, prevailing at IOCL dealer, Ranipet from time to time during the contract period. Extension Charges Beyond 10.5 Hrs. will be derived on pro-rata basis from finalized L1 hire charges rate.
- 6) During out-station visits, a reimbursement of ₹200 per night for stay and ₹100 per day for food expenses may be claimed in next bill on getting approval from BHEL. Night charges will apply during an outstation trip if the vehicle is halted overnight before returning to the original location
- 7) The actual parking charges, toll charges, and permit charges (in the event of interstate movement) incurred during the operation will be reimbursed upon submission of valid proof/receipts in the next bills. The receipts must be free from any corrections or overwriting and shall be approved from Transport department of BHEL. The contractor/driver must not demand money from guests for any expenses.
- 8) the contract will be finalized based on the overall lowest value (Hire Charges) and will be awarded to single party only. Split of contract is not applicable.
- 9) **Reverse Auction is applicable in this tender.**
- 10) Evaluation of financial bid will be done on inclusive of GST (Cost to BHEL).
- 11) Contractor has to provide the Personal Accidental Insurance policy/ Group Personal Accidental Insurance policy covering all employees to be engaged by the contractor under this contract for the following
 - a) In the event of death or permanent disability resulting from loss of both limbs Rs.10.00/- Lakhs (Rupees Ten Lakhs).
 - b) In the event of other permanent disability Rs. 7.00/- Lakhs (Rupees Seven lakhs)"Driver shall be permitted entry into the factory premises only upon submission of the Personal Accidental Insurance policy/ Group Personal Accidental Insurance policy for the engaged manpower".

We hereby accepted above
(signature & seal of bidder)



Bharat Heavy Electricals Limited
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Boiler Auxiliaries Plant
Ranipet-632406

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PRICE BID FORMAT IN E-PROCUREMENT PORTAL

| Tender Inviting Authority: BHEL BAP Ranipet | | | | | | | | | |
|---|---|----------------------|----------|-----------------|--|------------------------------|-------------------------------------|----------------------------------|-----------------------|
| Name of Work: Hiring 07 (Seven) nos. of A/c T- Board Sedan taxis with drivers on daily rental basis for usage in Tamilnadu State | | | | | | | | | |
| Tender Notice No: S012500031, Dated: 19.06.2025 | | | | | | | | | |
| Name of the Bidder/ Bidding Firm / Company: | | | | | | | | | |
| <u>PRICE SCHEDULE</u> | | | | | | | | | |
| (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 # | TEXT # | NUMBER # | NUMBER | NUMBER # | NUMBER # | TEXT # |
| Sl. No. | Item Description | Quantity | Units | Quoted Currency | Rate per Taxi Per Day to be entered by the Bidder excluding GST in INR Rs. P | GST (IGST , SGST+CGST) IN % | TOTAL AMOUNT Without Taxes in Rs. P | TOTAL AMOUNT With Taxes in Rs. P | TOTAL AMOUNT In Words |
| 1 | 2 | 4 | 5 | 12 | 13 | 16 | 53 | 54 | 55 |
| 1 | Rental charges per day for one no. A/c T-Board taxi with driver (with Skilled worker wages) for 10 hours per day excluding Fuel Charges and excluding GST | 4,480 | Taxi Day | INR | | | 0.00 | 0.00 | INR Zero Only |
| Total in Figures | | | | | | | 0.00 | 0.00 | INR Zero Only |
| Quoted Rate in Words | | INR Zero Only | | | | | | | |

We hereby accepted above
(signature & seal of bidder)