



BHARAT HEAVY ELECTRICALS LIMITED
CORPORATE RESEARCH & DEVELOPMENT DIVISION
VIKASNAGAR, HYDERABAD - 500 093, INDIA

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ENQUIRY

Ref: 092050501

Date 09-03-2021

To

OFFICE COPY

Enquiry for **Hiring of Non-AC Maruthi Omni Van Ambulance of 2016 & 2017 model with maximum use of 1 Lakh KM**

Enquiry No:092050501 Enquiry Date : 09-03-2021 Due Date: 30-03-2021 Indicative Delivery Date : 19-04-2021

Sl.No	Item Description	Unit	Qty
1	Hiring of Non-AC Maruthi Omni Van Ambulance of 2016 & 2017 model with maximum use of 1 Lakh KM on monthly Rate Contract basis for 2 years with one driver for daily 10 hours for minimum assured run of 300 KM per month from 08.00 AM to 06.00 PM, 365 days in a year on monthly hiring Contract basis for 2 years	YEAR	2

Please submit your quotation for the above material in sealed cover superscribed with enquiry no, enquiry date and due date subject to our enclosed terms and conditions. The quotations shall reach us on or before the due date by 12 noon. The tenders can also be dropped in the tender box kept at the security gate,BHEL R&D. In case you are not in position to submit the offer,please send reply suitably specifying the reasons.

Sl.No	Description	Document Ref.
01	Enquiry, PQC, General Terms & Conditions, Commercial Terms & Conditions etc.	Volume - 1
02	Technical specifications, Scope of Supply etc.	Volume - 2

Sl.No Vendor Name and code

1

Tanuja Priyadarshini

Dy Manager
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	ENQUIRY & QUALIFYING CRITERIA	Volume - 1 Enquiry No 092050501
Hiring of Non-AC Maruthi Omni Van Ambulance of 2016 & 2017 model with maximum use of 1 Lakh KM		

1	Tendor inviting officer / Authority, Designation and Address	Additional General Manager(MM) BHEL R & D, Vikas Nagar (Near Balanagar), Hyderabad -500093
2	Item Description - Qty	1) Hiring of Non-AC Maruthi Omni Van Ambulance of 2016 & 2017 model with maximum use of 1 Lakh KM on monthly Rate Contract basis for 2 years with one driver for daily 10 hours for minimum assured run of 300 KM per month from 08.00 AM to 06.00 PM, 365 days in a year on monthly hiring Contract basis for 2 years - 2 YEAR
3	Enquiry Reference no.	092050501
4	Indicative Delivery Date	19-04-2021
5	Due date, Time and place for submission of tender	30-03-2021 upto 12 noon. Sealed Quotations shall be addressed to Additional General Manager(MM), BHEL R & D Division, Vikas Nagar (Near Balanagar), Hyderabad AP,India Pin - 500 093 Quotations can also be deposited in the Tender box located at Security Gate of BHEL R & D BHEL shall not be responsible for any postal/courier delay.
6	Place, Date and time of Tech.Bid opening	Tender Opening Cell (Sangam) BHEL R & D Office. 30-03-2021, 2 PM
		Please submit your offer in one common sealed cover containing two parts in separate sealed covers as detailed below. 1) First Cover shall contain: a. Signed General Terms & Conditions (GTC) b. Filled and Signed Commercial Terms & Conditions (CTC) c. Filled and Signed Vendor Specifications against BHEL Specifications (Item wise) d. Signed commercial bid e. Copy of Price-bid with price(s) cells blank (un-priced price bid)as per annexure 2) Second cover shall contain Price Bid Containing Price quotes, applicable taxes, installation and/or commissioning

7	Mode of Submission of Tender	charges shall be spelt out clearly taking into account total charges rather than quoting vaguely such as charges per man-day or charges per engineer per day etc as per annexure. If the price bid was found later to be different from the unpriced pricebid format in any way, the offer will be rejected summarily. The rates shall be quoted both in figures and in words. The offers can also be submitted through e-mail and have to be sent in PDF format (files with PDF extension only). Files having extensions other than PDF like RAR, EXE, JPEG etc. and with external links will not be considered. They have to be sent to e-mail id: 'rnd-eoffers@bhel.in' only. Copies should not be marked to anyone. If the offers are marked to anyone other than to eoffers, their offer will not be considered. The e-mail offers should have two attachments. 1) One attachment shall contain a. Signed General Terms & Conditions (GTC) b. Filled and Signed Commercial Terms & Conditions (CTC) c. Filled and Signed Vendor Specifications against BHEL Specifications (Item wise) d. Signed commercial bid e. Copy of Price-bid with price(s) cells blank (un-priced price bid), as per annexure 2) Second attachment shall contain Price Bid Containing Price quotes, applicable taxes, installation and/or commissioning charges shall be spelt out clearly taking into account total charges rather than quoting vaguely such as charges per man-day or charges per engineer per day etc as per annexure. The subject of the e-mail should contain Enquiry No, Enquiry Date and Due date.
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	PRE QUALIFYING CRITERIA(PQC)	Volume - 1 Enquiry No 092050501
Hiring of Non-AC Maruthi Omni Van Ambulance of 2016 & 2017 model with maximum use of 1 Lakh KM		

SL.No.	Clause	BHEL REQUIREMENT	SUPPLIERS ACCEPTANCE / REMARKS
1	Experience	Experience of having successfully completed *similar works during last 7 years from enquiry date, should be either of the following: i. Three similar completed works each costing not less than the amount equal to Rs.3.84lakhs (Or) ii. Two similar completed works each costing not less than the amount equal to 4.8 lakhs (Or) iii. One similar completed work costing not less than the amount equal to 7.68 lakhs. Similar work means "Hiring of Ambulance Service". Proof of executing the work as metioned above shall be provided along with technical bid.	
2	Turnover	Average Annual financial turnover of the last 3 years ending 31st March of the previous financial year, should be at least Rs. 2.88 lakhs. Proof of the same shall be submitted along with technical bid.	
4			
	Relaxation of Norms for Startups	The condition of Prior Turnover and prior experience is relaxed for all startups whether Micro & Small Enterprises(MSEs) or otherwise subject to meeting of quality and technical specifications in accordance with the relevant provision of GFR,2005 and other DOE-PPD notifications for relaxation norms for startups issued from time to time.	

Signature of the bidder with Seal & Date

	GENERAL TERMS & CONDITIONS (GTC)	Volume - 1 Enquiry No 092050501
Hiring of Non-AC Maruthi Omni Van Ambulance of 2016 & 2017 model with maximum use of 1 Lakh KM		

SL.No.	Clause	BHEL REQUIREMENT
1	Preferences to MSEs	The bidder may also be a Micro and Small Enterprises (MSE) vendor registered as per MSE act. As per the public procurement policy notified by the Central government. 25% of the tendered quantity is earmarked for MSE suppliers in this tender. Out of the 25% tendered quantity reserved for MSE suppliers, 6.25% shall be earmarked for procurement from MSE owned by SC / ST entrepreneurs. Also 3% shall be earmarked for procurement from MSE owned by women. The definition of MSEs owned by women Entrepreneurs is clarified as under: i. In case of proprietary MSE, Proprietor shall be woman ii. In case of partnership MSE, the women partners shall be holding at least 51% share in the unit. iii. In case of private limited companies, at least 51% shall be held by Women Promoters. (Such enterprise will have to submit relevant document for proof of women ownership during offer submission) In case MSE vendor participating in the tender quotes within the price band of L1 + 15%, they will be allowed to supply the portion of the requirement subject to acceptance of L1 price by MSE vendor. In case of more than one such MSE, the supply shall be shared proportionately. "MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM, II) or valid NSIC certificate or EM II certificate with due validity or Udyog Aadhar Number along with attested copy of a CA certificate (where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. In case any improper / lack of documents is there vendor on their own interest may submit all

		the relevant documents as stated above, before tender opening. No benefit shall be applicable for this enquiry if any deficiencies in the above required documents are not submitted before tender opening. Documents should be notarized or attested by a Gazetted officer for consideration of MSE certificate. " Such Micro/Small Enterprises registered vendors must state the sub-category to which they belong and submit documentary proof for the same. The sub-categories: (a) Enterprises owned by Scheduled Castes. (b) Enterprises owned by Scheduled Tribes. (c) Enterprises owned by other than above two categories The enterprises under (a) & (b) means the proprietor in case of single owned firm and all partners in case of partnership firm and all directors in case of private/public limited must belong to SC/ST category (Such enterprise will have to submit relevant document for proof of SC/ST category during offer submission) (Note: vendor need to go through General note Of tender condition also for any special instruction & deviation from above.) If more than one valid MSE supplier stands with in rage of L1+15% range, 25% of quantity will be shared till quantity split is feasible & rest of 25% will be awarded to lowest quote of valid MSE supplier.
2	Preference to Make in India	For this procurement, the local content to categorize a supplier as a Class 1 Local supplier / Class 1 Local supplier/ Non-Local supplier and purchase preference to Class 1 Local supplier, is as defined in Public Procurement (preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT
		a. All offers must include name of the contact person, phone no/mobile no, Fax no, email-id. Unsigned offers are liable for rejection. b. We, BHEL R&D, is registered with Department of Scientific and Industrial Research (DSIR) for the purpose of availing Customs Duty exemption in terms of Government Notification no.24/2007-Customs dated 01-Mar-2007 & Central Excise Duty Exemption in terms of Government Notification No. 16/2007-Central Excise dated 01-Mar-2007 as amended from time to time. Hence suppliers are requested to submit their bids clearly stating applicable taxes/duties. All foreign quotes will be evaluated with custom duty @ 5.15% for cost comparison.

3	General	c. Taxes & Duties quoted will be taken for evaluation of landed cost & order placement and no change will be entertained later except in the case of changes made by the government. However please note that we are availing cenvat credit for service tax and hence service tax will be excluded in calculation of landed cost to BHEL. In case any Taxes/ Duties exempted, a self declaration for the same may be attached to the offer. Changes in taxes and duties because of the changes in turn over etc will be to supplier's account. d. Where ever vendor registration form and EFT details have been submitted earlier, the same need not be submitted again unless there is a change. e. BHEL R&D do not issue 'C' form . f. L1 status shall be decided on Cost to BHEL Basis.
4	Late Tenders	Tenders received after due date/time(12:00hrs) will not be considered
5	Discrepancy in words and figures	(a) If, in the price structure quoted for the required goods/ Services/ works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly. (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and (c). If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above. (d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
6	Two Part bid clarifications	In the case of Two-part bid, the vendor should furnish technical and commercial clarifications, if any, within stipulated time mentioned, failing which, it will be construed that the vendor is not interested in the tender and BHEL shall not consider the offer for further evaluation.
7	Price Impacts	In the event of any bidder, after finalizing the technical specifications and scope of supply, opting to revise their original bid, they have to submit the Price-Impact only. The Original price bid along with Price-Impact bid shall be opened during price bid opening. Unsolicited price impacts will not be considered.

8	Withdrawal	In case the supplier withdraws their offer before placement of order, BHEL reserves the right not to send next enquiry(ies). In case the supplier withdraws the quotation after its acceptance by BHEL or fails to supply the goods as per the terms and conditions of contract, or at any time repudiated the contract wholly or in part, BHEL shall be at liberty to cancel the Purchase Order and to recover from the supplier the extra cost and other loss, incidentals due to the breach of contract on the part of the supplier through risk purchase.
9	Risk Purchase	In case of default/late delivery, BHEL reserves the right to make alternate arrangement for procurement at suppliers risk and cost.
10	Banned List	The offers of the bidders who are in the banned list and the offers of the bidders who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com . Guidelines for suspension of business dealings with suppliers/contractors are available on www.bhel.com under supplier registration page
11	Over All L1	Order will be placed on overall L1 basis. Vendors should quote for all items, otherwise the offer will be rejected.
12	Additional Information	Suppliers are requested to visit our web site regularly for any updates and additional information, "All corrigenda, addenda, amendments, time extensions clarifications, etc. to the tender will be hosted on BHEL website only". The corrigendum will not be published in news paper.
13	EMD	Submission of earnest money deposit (EMD) along with offer is required. EMD is to be deposited in cash (as permissible under IT act), or by pay-order/Demand Draft drawn in favour of BHEL R&D, Vikasnagar, Hyderabad 500 093. EMD amount will be returned to all unsuccessful bidders after placement of order. EMD amount shall not carry any interest. EMD by the Tenderer will be forfeited as per NIT conditions, if: i) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL. ii) The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract. EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines. EMD amount is Rs. 19200
		Successful bidder shall submit a security deposit at the time of release of order and the amount will not carry any interest. The amount of security deposit will be 5% of the contract value.

14	Security Deposit	EMD of the successful tenderer shall be converted and adjusted towards the required amount of security deposit. Modes of Deposit: The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms: i) Cash (as permissible under the extant Income Tax Act) ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL) v) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL) (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)
15	Arbitration	Subject to the exclusive jurisdiction of the Medchal, Malkajgiri Courts, Telengana State , India , in respect of any suit or other legal proceedings relating to this contract.
16	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.
17	Signing & Stamping	Documents of BHEL's all Terms and conditions submitted with the offer shall be signed and stamped in each page of authorized representative of the bidder

Documents submitted with the offer shall be signed and stamped in each page of authorized representative of the bidder

Read and agreed for all the above general terms and conditions

Signature of the bidder with Seal & Date

	COMMERCIAL TERMS & CONDITIONS (CTC)	Volume - 1 Enquiry No 092050501
Hiring of Non-AC Maruthi Omni Van Ambulance of 2016 & 2017 model with maximum use of 1 Lakh KM		

SL.No.	Clause	BHEL REQUIREMENT	SUPPLIERS ACCEPTANCE / REMARKS
1	Late Delivery Penalty Clause	Failure to supply the goods and/or Failure to carryout the services within the stipulated delivery date will attract a penalty of 0.5% per week or part thereof for the value of the undelivered portion of the purchase order subject to a maximum of 10% of the total order value. The Penalty amount determined based on the delay in supply/services along with applicable GST thereon shall be recovered. In case of non acceptance to this LD Clause, 10% of basic material cost will be loaded on the quoted prices while cost comparison.(Please refer the enclosed 'Loading Factors' sheet).	
2	Payment terms for Indian Offers	Vendor to indicate appropriate applicable HSN code for Goods as well as SAC for services based on Inter/Intra state.In case the bidder has opted for composite GST scheme,the same may be stated explicitly in both and techno-Commercial & Price bids. BHEL will pay only basic price to the vendor and release the GST payment only when the proof of remittance is given.	
		Please submit your offer in one common sealed cover containing two parts in separate sealed covers as detailed below. 1) First Cover shall contain: a. Signed General Terms & Conditions (GTC) b. Filled and Signed Commercial	

		Terms & Conditions (CTC) c. Filled and Signed Vendor Specifications against BHEL Specifications (Item wise) d. Signed commercial bid e. Copy of Price-bid with price(s) cells blank (un-priced price bid) as per annexure 2) Second cover shall contain Price Bid Containing Price quotes, applicable taxes, installation and/or commissioning charges shall be spelt out clearly taking into account total charges rather than quoting vaguely such as charges per man-day or charges per engineer per day etc as per annexure. If the price bid was found later to be different from the unpriced pricebid format in any way, the offer will be rejected summarily. The rates shall be quoted both in figures and in words.	
3	Two part	The offers can also be submitted through e-mail and have to be sent in PDF format (files with PDF extension only). Files having extensions other than PDF like RAR, EXE, JPEG etc. and with external links will not be considered. They have to be sent to e-mail id: 'rnd-eoffers@bhel.in' only. Copies should not be marked to anyone. If the offers are marked to anyone other than to eoffers, their offer will not be considered. The e-mail offers should have two attachments. 1) One attachment shall contain a. Signed General Terms & Conditions (GTC) b. Filled and Signed Commercial Terms & Conditions (CTC) c. Filled and Signed Vendor Specifications against BHEL Specifications (Item wise) d. Signed commercial bid	

		e. Copy of Price-bid with price(s) cells blank (un-priced price bid), as per annexure 2) Second attachment shall contain Price Bid Containing Price quotes, applicable taxes, installation and/or commissioning charges shall be spelt out clearly taking into account total charges rather than quoting vaguely such as charges per man-day or charges per engineer per day etc as per annexure. The subject of the e-mail should contain Enquiry No, Enquiry Date and Due date.	
4	Validity of Offer	90 days from date of techno-commercial bid opening.	
5	Rate Contract	In case the goods enquired are on Rate Contract basis with any other unit of BHEL, such fact should be clearly indicated in the quotation giving full particulars of Rate Contract number, validity and price and also your willingness to comply with order if placed against such Rate Contract. A copy of Rate contract signed by the supplier should be sent with the quotation.	

Note : All the clauses of the above format should be filled and submitted with the Techno Commercial Bid (Part-1). The filled in BHEL Commercial terms & Conditions format submitted with technical bid, responding to all the clauses duly signed with seal **only shall be considered**. Any other Commercial terms & conditions of bidders entered else where in their offer shall not be considered and are liable for rejection.

Read and understood the above commercial terms and conditions

Signature of the bidder with Seal & Date

	OTHER TERMS & CONDITIONS	Volume - 1 Enquiry No 092050501
Hiring of Non-AC Maruthi Omni Van Ambulance of 2016 & 2017 model with maximum use of 1 Lakh KM		

SL.No.	Clause	BHEL REQUIREMENT	SUPPLIERS ACCEPTANCE / REMARKS
1	SP1	If the Tender is made by an individual, it shall be signed with his full name and address. In case of a private firm/company, empowered officer/executive shall sign indicating his name, post and address. Documentary evidence shall be provided for his authority giving details of all the partners. If the tender is made by a corporation, it shall be signed by duly authorized Officer who shall produce satisfactory evidence of his authorization.	
2	SP2	BHEL Reserves the right to carry out Independent verification of the documents submitted towards qualification of PQR. Contact details of the concerned persons are required to be submitted to enable the independent verification process. Non sharing of these details on account and/or no reply from the shared contacts may lead to disqualification on Account of noncompliance of PQR terms.	
3	SP3	Only Indian Suppliers can participate in the tender.	
4	SP4	The tenderer shall make himself or his representative available at the office of the AGM (CWC) for tender related Clarifications as per written/oral intimation to him.	
5	SP5	The successful tenderer shall make himself available at the office of AGM (CWC) for preparation of contract documents like contract	

		agreement on written/oral intimation. Failure to do so shall entail forfeiture of the EMD.	
6	SP6	The successful tenderer shall make himself available at the office of AGM (CWC) for preparation of contract documents like contract agreement on written/oral intimation.	
7	SP7	Tenderer shall pursue carefully the instructions provided in 'Direction to Parties Tendering' and the conditions of the agreement form and all other relevant documents before tendering rates for the work. The approximate quantity of work to be executed under each class is given in Technical Bid. The quantities are given with a view to enable the tenderer to quote his overall rate for each class of work in the tender form and for a uniform comparison of tenders. It shall be definitely understood that Bharat Heavy Electricals Limited does not accept any deviations (omissions, deductions, or additions) that may be made in the tender documents by the parties tendering.	
8	SP8	AGM (CWC) reserves the right to reject any tender or part thereof or all the tenders without assigning any reasons thereof.	
9	SP9	In contracts with running bills Security Deposit can also be recovered at the rate 10% from the running bills. However in such cases at least 50% of the security deposit should be deposited before the start of the work and the balance 50% will be recovered from the running bills.	
		A. Civil Tender box is located at Security Control Room for submitting Tenders. B. Tenders would be received in two-bid system/Open tender 1. Technical	

10	SP10	bid (First sealed envelope / cover) should contain All pages of the tender duly signed (including unpriced bid in Schedule – A) along with supporting documents 2. Price bid(Second sealed envelope/cover) should contain only Price Bid Format with rates and prices. 3. Envelopes should be super-scribed with Enquiry no. and date C. Tender opening On the day of opening, only technical bids (first envelope) would be opened. The technical offers would be evaluated for compliance to technical requirements and terms and conditions of contract. Gaps if any would be clarified from the vendor during technical scrutiny. Unacceptable offers would be rejected without any notice. On scrutiny and acceptance of the technical bids, price bids of accepted parties only, would be considered for opening. Date of opening of price- bids will be intimated to the qualified parties, separately. The technical-bid consists of technical schedules requiring documentary proof. In case the contractor/agency has not satisfied all the conditions along with documentary proof, the tender will be rejected. Technical and price bids must be in two separate covers, clearly marked as "Technical-bid" and "Price-Bid". The tender notice / item number for which offer is submitted shall also be clearly written on top of the covers. Common or mixed tenders (with both technical and price bids in one envelope technical-bid containing prices offered as in one part bid), if received will be REJECTED. The technical-bid shall also include unpriced price-bid to indicate true style in which price-bid has been submitted. All pages of the pricebid document shall be signed and
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		stamped by the tenderer at the bottom of the page. The tender documents can be downloaded from website	
11	SP11	BHEL's General Conditions of Contract as enclosed shall apply for this work. Income Tax will be deducted as Applicable. GST will be deducted as applicable. CESS or any other taxes at specified rates will be deducted as implemented by the State/Central Government from time to time.	
12	SP12	GST CLAUSES: The following to be mentioned under Separate Head: Taxes & Duties- GST Clauses in the NIT. a) In case GST credit is delayed/ denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of time line prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from vendor along with interest levied/leviable on BHEL. b) In case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor/contractor along with interest levied/leviable on BHEL. c) Vendor to ensure correct applicability of IGST/CGST/SGST/UTGST based on the Inter / Intra state movement Supply of goods and services or both. d) Taxes and duties prevalent on the contractual delivery date or the actual delivery date (in case of delay) whichever is lower shall be applicable paid. Composition Scheme to be addressed. e) Vendor shall note that the Invoice has to be raised quoting HSN Code of Goods or Accounting Code of Services or both wherever applicable. f) Invoice	

		should mention GSTIN of BHEL R&D as mentioned in PO/LO Corporate R&D GST Registration numbers: GST compliant invoice shall mention the GST registration number of Corporate R&D: 36AAACB4146P1ZG g) Supplier shall mention their GSTN registration number in all their invoices and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No which is linked/uploaded in GSTN network shall be clearly indicated), item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, etc. h) A declaration to the effect that all tax liability as per GST rules and regulations shall be discharged.	
13	SP13	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.	
		Compensation Clauses 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	

14	SP14	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/offices/townships and premises/Project sites. c. Compensation in respect of each of the victims: i. In the event of death or permanent disability resulting from Loss of both limbs: Rs 10,00,000/- (Rs Ten Lakh) ii. In the event of further permanent disability: Rs 7,00,000/- (Rs Seven Lakh). d. Permanent Disablement: A disablement that is classified as permanent total disablement under the provision to section 2 (i) of the Employee's Compensation Act 1923.	
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Signature of the bidder with Seal & Date

	ITEM SPECIFICATIONS	Volume - 2 Enquiry NO 092050501
Hiring of Non-AC Maruthi Omni Van Ambulance of 2016 & 2017 model with maximum use of 1 Lakh KM		

SL.No.	Item			
1	Hiring of Non-AC Maruthi Omni Van Ambulance of 2016 & 2017 model with maximum use of 1 Lakh KM on monthly Rate Contract basis for 2 years with one driver for daily 10 hours for minimum assured run of 300 KM per month from 08.00 AM to 06.00 PM, 365 days in a year on monthly hiring Contract basis for 2 years			
	sl no	Descriptions	BHEL Specifications	Vendor Specifications/ Deviations
	1	Terms and Conditions	As per Annexure-I	

* Vendors are advised to write specifications in detail and not to write like 'Complied/ Yes / No ' etc. in specifications.

Signature of the bidder with Seal & Date

LOADING FACTORS



NOTE : IN CASE OF DEVIATION TO BHEL TENDER SPECIFIED TERMS, LOADING FACTOR INDICATED IN FOLLOWING TABLE WILL BE APPLIED TO QUOTED PRICE WHILE EVALUATING THE LOWEST QUOTE

A. FOR INDIGENOUS PURCHASES					
SLNO	SCOPE	COMMERCIAL TERMS	BHEL STANDARD TERM	AS OFFERED	LOADING FACTOR FOR NON COMPLIANCE TO BHEL STANDARD TERMS
A.1	SUPPLY OF EQUIPMENT	PAYMENT TERMS	100% PAYMENT, WITH IN 30 DAYS FROM THE DATE OF RECEIPT AND ACCEPTANCE OF MATERIAL AT BHEL R&D	SAME	NIL
				PAYMENT AGAINST PROFORMA INVOICE / DESPATCH DOCUMENTS	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON THE TOTAL PO VALUE FOR ONE MONTH
				INTEREST BEARING PART ADVANCE (MAXIMUM 5% @SBI BASE RATE ON TENDER OPENING DATE+ 6%) PAYMENT WITH 110% BANK GUARANTEE AND BALANCE PAYMENT WITH IN 30 DAYS FROM THE DATE OF RECEIPT AND ACCEPTANCE OF THE MATERIAL	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON PART ADVANCE AMOUNT (X%) FOR THE DELIVERY PERIOD (Rounded off to nearest month) + 1 MONTH
				INTEREST BEARING PART ADVANCE (MAXIMUM 5% @SBI BASE RATE ON TENDER OPENING DATE+ 6%) PAYMENT WITH 110% BANK GUARANTEE AND BALANCE PAYMENT ON RECEIPT AND ACCEPTANCE OF MATERIAL	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON PART ADVANCE AMOUNT (X%) FOR THE DELIVERY PERIOD (Rounded off to nearest month) + 1 MONTH AND LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON BALANCE AMOUNT FOR ONE MONTH
A.2	SUPPLY OF EQUIPMENT INCLUDING FRECTION AND COMMISSIONING (E&C)	PAYMENT TERMS	90% PAYMENT, WITH IN 30 DAYS FROM THE DATE OF RECEIPT AND ACCEPTANCE OF MATERIAL AND BALANCE 10% WITH IN 30 DAYS OF COMPLETION OF E&C.	SAME	NIL
				100% PAYMENT WITH IN 30 DAYS AFTER COMPLETION OF SUPPLIES AND E&C	NIL
				90% PAYMENT AGAINST PROFORMA INVOICE/ DESPATCH DOCUMENT AND BALANCE 10% WITH IN 30 DAYS AFTER COMPLETION OF E&C.	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON 90% OF THE VALUE OF PO FOR ONE MONTH
				90% PAYMENT AGAINST PROFORMA / DESPATCH DOCUMENT AND BALANCE 10% AFTER COMPLETION OF E&C	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON TOTAL VALUE OF THE PO FOR ONE MONTH
				INTEREST BEARING PART ADVANCE (MAXIMUM 5% @SBI BASE RATE ON TENDER OPENING DATE+ 6%) PAYMENT WITH 110% BANK GUARANTEE AND (90 -X) % PAYMENT ON RECEIPT AND ACCEPTANCE OF THE MATERIAL AND 10% PAYMENT WITH IN 30 DAYS AFTER COMPLETION OF E&C	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON THE PART ADVANCE AMOUNT (X%)FOR THE DELIVERY PERIOD(ROUNDED OF TO THE NEAREST MONTH)+ 1 MONTH AND LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON BALANCE (90-X)% AMOUNT FOR ONE MONTH
				INTEREST BEARING PART ADVANCE (MAXIMUM 5% @SBI BASE RATE ON TENDER OPENING DATE+ 6%) PAYMENT WITH 110% BANK GUARANTEE AND BALANCE (90 - X) % PAYMENT AFTER RECEIPT AND ACCEPTANCE OF THE MATERIAL AND 10% PAYMENT AFTER COMPLETION OF E&C	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON THE PART ADVANCE AMOUNT (X%)FOR THE DELIVERY PERIOD(ROUNDED OFF TO THE NEAREST MONTH)+ 1 MONTH AND LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON BALANCE AMOUNT (100-X)% FOR ONE MONTH

B. FOR FOREIGN PURCHASES (IMPORTED)					
SLNO	SCOPE	COMMERCIAL TERMS	BHEL STANDARD TERM	AS OFFERED	LOADING FACTOR FOR NON COMPLIANCE TO BHEL STANDARD TERMS
B.1	SUPPLY OF EQUIPMENT	PAYMENT TERMS	100% PAYMENT BY WIRE TRANSFER WITHIN 30 DAYS FROM THE DATE OF RECEIPT AND ACCEPTANCE OF MATERIAL AT BHEL R&D. DESPATCH DOCUMENTS WILL BE SENT TO BHEL R&D DIRECTLY ALONG WITH BANK DETAILS)	SAME	NIL
				SIGHT DRAFT ON PRESENTATION OF DESPATCH DOCUMENTS VIZ INVOICE, AWB ETC TO OUR BANKERS	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+6%) ON THE BASIC VALUE FOR ONE MONTH PLUS PAYMENT RELATED BANK CHARGES INCURRED BY BHEL
				LC PAYMENT AGAINST DESPATCH DOCUMENTS	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON THE BASIC VALUE FOR ONE MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL
				INTEREST BEARING PART ADVANCE (MAXIMUM 5% @SBI BASE RATE ON TENDER OPENING DATE+ 6%) PAYMENT WITH 110% BANK GUARANTEE BY WIRE TRANSFER/LC AND BALANCE PAYMENT WITH IN 30 DAYS FROM THE DATE OF RECEIPT AND ACCEPTANCE OF THE MATERIAL	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON THE PART ADVANCE AMOUNT (X%) FOR THE DELIVERY (ROUNDED OFF TO NEAREST MONTH) + 1 MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL
				INTEREST BEARING PART ADVANCE (MAXIMUM 5% @SBI BASE RATE ON TENDER OPENING DATE+ 6%) PAYMENT WITH 110% BANK GUARANTEE BY WIRE TRANSFER/LC AND BALANCE PAYMENT ON RECEIPT AND ACCEPTANCE OF MATERIAL	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON THE PART ADVANCE AMOUNT (X%) FOR THE DELIVERY PERIOD (ROUNDED OFF TO NEAREST MONTH) + 1 MONTH AND LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON BALANCE AMOUNT FOR ONE MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL
B.2	SUPPLY OF EQUIPMENT INCLUDING ERECTION AND COMMISSIONING (E&C)	PAYMENT TERMS	90% PAYMENT BY WIRE TRANSFER WITH IN 30 DAYS FROM THE DATE OF RECEIPT AND ACCEPTANCE OF THE MATERIAL AND BALANCE 10% WITH IN 30 DAYS AFTER COMPLETION OF E&C	SAME	NIL
				SIGHT DRAFT ON PRESENTATION OF DESPATCH DOCUMENTS VIZ INVOICE, AWB ETC TO OUR BANKERS	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+6%) FOR ONE MONTH PLUS PAYMENT RELATED BANK CHARGES INCURRED BY BHEL
				90% PAYMENT BY WIRE TRANSFER /LC AGAINST DESPATCH DOCUMENTS BALANCE 10% WITH IN 30 DAYS AFTER COMPLETION OF E&C	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+6%) ON 90% OF BASIC VALUE FOR ONE MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL
				90% PAYMENT BY WIRE TRANSFER / LC AGAINST DESPATCH DOCUMENTS. BALANCE 10% AFTER COMPLETION OF E&C	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+6%) ON THE BASIC VALUE FOR ONE MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL
				90% OF BASIC VALUE AS ADVANCE PAYMENT BY WIRE TRANSFER /LC WITH BANK GUARANTEE AND BALANCE 10% WITH IN 30 DAYS AFTER COMPLETION OF E&C	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+6%) ON THE BASIC VALUE FOR ONE MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL
				INTEREST BEARING PART ADVANCE (MAXIMUM 5% @SBI BASE RATE ON TENDER OPENING DATE+ 6%) PAYMENT WITH 110% BANK GUARANTEE BY WIRE TRANSFER/LC AND BALANCE 10% WITH IN 30 DAYS AFTER COMPLETION OF E&C	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+6%) ON 90% OF THE BASIC VALUE FOR DELIVERY PERIOD (ROUNDED OFF TO NEAREST MONTH) + ONE MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL
				INTEREST BEARING PART ADVANCE (MAXIMUM 5% @SBI BASE RATE ON TENDER OPENING DATE+ 6%) PAYMENT WITH 110% BANK GUARANTEE BY WIRE TRANSFER/LC AND BALANCE (90-X)% PAYMENT BY WIRE TRANSFER /LC AFTER RECEIPT AND ACCEPTANCE OF THE MATERIAL AND 10% PAYMENT WITH IN 30 DAYS AFTER COMPLETION OF E&C	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON THE PART ADVANCE AMOUNT (X%) FOR THE DELIVERY PERIOD (ROUNDED OFF TO NEAREST MONTH) + ONE MONTH AND LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON BALANCE (90-X)% FOR ONE MONTH
				INTEREST BEARING PART ADVANCE (MAXIMUM 5% @SBI BASE RATE ON TENDER OPENING DATE+ 6%) PAYMENT WITH 110%	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON THE PART ADVANCE AMOUNT (X%) FOR THE DELIVERY PERIOD (ROUNDED OFF

				BANK GUARANTEE BY WIRE TRANSFER/LC AND BALANCE (90-X)% PAYMENT BY WIRE TRANSFER /LC AFTER RECEIPT AND ACCEPTANCE OF THE MATERIAL AND 10% PAYMENT AFTER COMPLETION OF E&C	TO NEAREST MONTH) + ONE MONTH AND LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON BALANCE AMOUNT (100-X)% FOR ONE MONTH
C. PENALTY FOR DELAYED DELIVERY (COMMON FOR INDIGENOUS AND IMPORTS)					
SLNO	COMMERCIAL TERMS	BHEL STANDARD TERM	AS OFFERED	LOADING FACTOR FOR NON COMPLIANCE TO BHEL STANDARD TERMS	
C	LD CLAUSE	IN THE EVENT OF DELAY IN AGREED CONTRACTUAL DELIVERY, PENALTY OF 0.5% (HALF PERCENT) PER WEEK BUT LIMITED TO A MAX OF 10% OF TOTAL ORDER VALUE WILL BE APPLICABLE	AGREED	NIL	
			IF NOT AGREED	LOADING @ 10% OF THE BASIC MATERIAL COST	
			IF AGREED FOR X%	LOADING @ (10-X)% OF THE BASIC MATERIAL COST	
D. GUARANTEE/WARRANTY PERIOD (COMMON FOR INDIGENOUS AND IMPORTS)					
SLNO	COMMERCIAL TERMS	BHEL STANDARD TERM	AS OFFERED	LOADING FACTOR FOR NON COMPLIANCE TO BHEL STANDARD TERMS	
D	GUARANTEE/WARRANTY PERIOD	STIPULATED OR REQUIRED GUARANTEE/ WARRANTY PERIOD(X)	AGREED	NIL	
		MINIMUM ACCEPTABLE GUARANTEE / WARRANTY PERIOD(Y)	NOT AGREED FOR STIPULATED BUT AGREED FOR MINIMUM GUARANTEE/WARRANTY(Y)	LOADING @ 10 % OF THE ORDER VALUE PER ANNUM FOR THE REDUCED GUARANTEE PERIOD (X-Y)	

Not applicable

Terms & Conditions of Reverse Auction



Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit online sealed bid in the Reverse Auction. Non-submission of online sealed bid by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form (annexure IV) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g. EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL standard practice.
12. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the „Business Rules of Reverse Auction?, which will be communicated before the Reverse Auction.
13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
15. In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

AUTHORISATION LETTER FOR E-PAYMENT/ NEFT / RTGS

(PLEASE FILL UP THE FORM COMPLETELY IN CAPITAL LETTERS ON YOUR COMPANY LETTERHEAD ONLY)

Vendor Code (to be filled by BHEL)	
------------------------------------	--

Type of Request (Tick one)	NEW	CHANGE
1 Company Name		
2 Address		
3 City with PIN Code		
4 State		
5 PAN Number		
6 TIN/ VAT No.		
7 CST No.		
8 Service Tax No.		
9 Name of Contact Person		
10 Mobile number		
11 Ph. no. with STD Code		
12 Fax No. with STD Code		
13 Email ID		
14 Website (URL)		

BANK DETAILS FOR EFT / RTGS

1	Bank Name	
2	Branch	
3	Branch Code	
4	Branch Address	
5	Branch Phone No	
6	Account No.	
7	Account Type: SB/ Current/ other (Specify)	
8	MICR Code	
9	IFSC Code	

I, as an authorized representative / owner of the above named company, hereby state as under:

1. Enclosed here with a cancelled cheque in support of our company's bank details.
2. Authorize BHEL R&D Hyderabad, to electronically make payments to the designated bank account with bank charges, if any, to our account.
3. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold BHEL / transferring Bank responsible.
4. I hereby certify that the particulars given above are true, complete and correct.
5. This authority remains in full force until BHEL receives and acknowledge written notification requesting change or cancellation.

Date :
Company
Seal

Authorised Signatory
Designation :



RD:MPX:F-13

Bharat Heavy Electricals Limited

Corp. R&D DIVISION

VIKAS NAGAR,

HYDERABAD- 500 093 (INDIA)

VENDOR REGISTRATION FORM

(Indigenous supplier)

[FORM TO BE SUBMITTED* BY THE BIDDER ALONG WITH TECHNICAL-BID]

Before filling, please refer to instructions on page-4

1.0 VENDOR PROFILE:

1.1 Name and address of the vendor:

Phone Nos.:Fax No.:Email: 1.

2.

1.2 Local representative name & address in Hyderabad/Secundrabad :

Phone Nos.:Fax No.:Email:Contact Person:Mobile No:

2.0 TYPE OF ORGANISATION:

PROPRIETORSHIP	Company:	Sister Concern (mention vendor registration number of main organization)	
Partnership	CORPORATION	Small Scale Industry	ANY OTHER (Please specify)

In case of SSI unit, copy of registration to be enclosed. It is requested that MSME registration certificate to be enclosed and tick the following:

Type of Major Activity: Manufacturing / Service

Category of Enterprise: Micro / Small / Medium

Social Category : GENERAL / SC / ST / OBC

Udyog Adhaar Number (UAN): _____

3.0 ANNUAL TURN OVER:

#	Year	Turn-Over, Rs.
1	Current Year(budgeted)	
2	Previous year (200 - 0)	
3	Prior Year (200 - 0)	

4.0 NAME AND ADDRESS OF THE BANKER:

4.1 Bank Name

4.2 Branch name

4.3 Account number

4.4 Account Type

4.5 MICR Code:

4.6 IFSC Code(RTGS/NEFT):

4.7 Bank Phone number(s),

Blank cheque, duly cancelled, to be enclosed.

Please note that all payments shall be made through Electronic clearance services to your above account against the orders executed, if any.

5.0 REGISTRATION PARTICULARS(relevant copies to be enclosed)

5.1 IT Permanent Account No.(PAN):

5.2 State Sales Tax/VAT Registration No:

5.3 Central Sales Tax Registration No:

5.4 ED Registration No:

5.5 Service Tax Registration No:

5.6 PF Account No:

5.7 Labour Licence No:

5.8 ESI Account No:

6.0 CONTACT PERSON: S/Sri:

Designation:

Phone / Mobile No:

7.0 TOTAL NUMBER OF EMPLOYEES:

Graduates (Engr/Scientists/Mgmt/Fin.)	Consultants	Workers		
		Sup./Skilled	Semiskilled	Unskilled

8.0 LIST OF PRODUCTS/ SERVICES OFFERED:

#	Products/ Services	Capacity
1		
2		
3		
4		
5		

9.0 REFERENCE LIST :

(Only recognized public and private sector companies, attach if printed copy available)

#	Customer	Volume / Year
1		
2		
3		
4		
5		

10.0 INFRASTRUCTURE / FACILITIES:

#	Facility (with specifications)	Age/ Year procured
1		
2		
3		
4		
5		

11.0 REGISTRATION WITH OTHER BHEL UNIT/UNITS:

#	Unit	Registration No	Year
1			
2			
3			
4			

12.0 ANY OTHER INFORMATION :

DECLARATION:

The information furnished above is true and authentic.

(CEO / PROPRIETOR)

SEAL:

DATE:

Note:

1. Registered bidders, having BHEL (R&D) registration no. or have submitted this format for registration, need not furnish this information again.
2. The competent authority reserves the right to accept or reject the registration.
3. Vendors approved for registration will be informed by mail / email, as convenient. A separate communication will be sent in case of non-registration also, citing reasons thereof.
4. BHEL reserves the right to take penal action as deemed fit if any of the information provided by the vendor(s) is found to be incorrect.
5. AGM, Head (MM) may be contacted for clarification/additional information on registration.

Instructions

1. Fill all items. Please mention "N.A." for items/ clauses not applicable.
2. Use A4 sheets for this document and the enclosures. Use of additional sheets is permitted if space provided is not adequate.
3. Attach copies of latest documents in respect of items 5.0 (Registration no.s)
4. Photographs of registered office and the chief executive/proprietor shall be furnished.



Bharat Heavy Electricals Limited

Corp. R&D DIVISION

VIKAS NAGAR,

HYDERABAD- 500 093 (INDIA)

RD:MPX:F-14

SUPPLIER REGISTRATION FORM

(FOREIGN SUPPLIER)

ALL COLUMNS SHOULD BE PROPERLY FILLED IN THE SPACE PROVIDED FOR.WHEREVER IT IS NOT APPLICABLE PLEASE WRITE "NOT APPLICABLE".INCOMPLETE OR INCORRECT FORMS MAY NOT BE CONSIDERED.

1.0 GENERAL INFORMATION:

1.1 NAME OF COMPANY

1.2 DETAILS OF HEAD OFFICE:

ADDRESS :
TELEPHONE :
FAX :
EMAIL :
WEB SITE :

1.3 DETAILS OF FACTORY/WORKS:

ADDRESS :
TELEPHONE :
FAX :
EMAIL :
WEB SITE :

1.4 DETAILS OF MARKETING AGENT

ADDRESS :
TELEPHONE :
FAX :
EMAIL :
WEB SITE :

1.5 CHIEF EXECUTIVE

**1.6 CONTACT PERSON(S)
FOR PRODUCT OFFERED**

NAME(S) :
OFFICIAL :
CAPACITY :
ADDRESS :
TELEPHONE :
FAX :
EMAIL :

1.7 YEAR OF ESTABLISHMENT

1.8 PRODUCTION CAPACITY PER ANNUM

**1.9 PARTICULARS OF PRODUCT INCLUDING
SPECIFICATION AND RANGE OFFERED
FOR REGISTRATION
(Attach brochures and catalogues)**

1.10 NAME(S) OF BANKERS

1.11 BANKER'S CERTIFICATE

1.12 PORT OF LOADING

1.13 NEAREST AIRPORT

**1.14 NAME OF THE INDIAN AGENT, IF ANY
WITH AUTHORIZATION LETTER**

2.0 FINANCIAL INFORMATION:

2.1 TOTAL CAPACITY

2.2 ANNUAL TURN OVER FOR LAST 3 YEARS

2.3 WHETHER CREDIT LICENSE ACCEPTABLE YES/NO

**3.0 QUALITY MANAGEMENT SYSTEMS
ENCLOSED FORMAT PART-B**

**3.1 EXPERIENCE LIST FOR SAME/ SIMILAR ITEMS
TO BE ENCLOSED**

4.0 FUTURE EXPANSION PLANS:

(Give details)

5.0 LIST OF ENCLOSURES:

(Including brochures, catalogues, technical literature etc)

6.0 ANY OTHER INFORMATION:

SIGNATURE OF SUPPLIER (Authorized signatory)

NAME :

DESIGNATION :

DATE :

OFFICIAL SEAL

Note:

1. BHEL Reserves the right to take penal action as deemed fit if any of the information provided by the vendor is found to be incorrect.
2. Please attach separate sheets, if space found is inadequate



Bharat Heavy Electricals Limited

Corp. R&D DIVISION

VIKAS NAGAR,

HYDERABAD- 500 093 (INDIA)

RD:MPX:F-13

Ph: 040 – 23772704, Fax: 040 – 23770698, email: mpx@bhelrnd.co.in

GUIDE LINES REGARDING DEALINGS WITH INDIAN AGENTS OF FOREIGN SUPPLIERS

- i. BHEL shall deal directly with foreign vendors, wherever required, for procurement of goods. However, if the foreign principal desires to avail of the services of an indian agent, then the foreign principal should ensure compliance to regulatory guidelines - which require mandatory submission of an Agency Agreement.
- ii. It shall be incumbent on the Indian agent and the foreign principal to adhere to the relevant guidelines of Government of India, issued from time to time.
- iii. The Agency Agreement should specify the precise relationship between the foreign OEM / foreign principal and their Indian agent and their mutual interest in the business. All services to be rendered by agent/ associate, whether of general nature or in relation to the particular contract, must be clearly stated by the foreign supplier/ Indian agent. Any payment, which the agent or associate receives in India or abroad from the OEM, whether as commission or as a general retainer fee should be brought on record in the Agreement and be made explicit in order to ensure compliance to laws of the country.
- iv. Any agency commission to be paid by BHEL to the Indian agent shall be in indian currency only.
- v. Whenever Indian agents are representing on behalf of their principals the relevent authorisation letter and agreement copy to be enclosed along with Technical bid to consider the offer.

BHEL, Corp. R&D, Vikasnagar, Hyderabad-500093

Specifications for Hiring of Non-AC Maruthi Omni Van Ambulance of 2016 & 2017 model with maximum use of 1 Lakh KM on monthly Rate Contract basis for 2 years with one driver for daily 10 hours for minimum assured run of 300 KM per month from 08.00 AM to 06.00 PM, 365 days in a year on monthly hiring Contract basis for 2 years

1. Scope of the Contract: To Supply 1 (One) Non-AC Maruthi Omni Van Ambulance of 2016 & 2017 model with maximum use of 1 Lakh KM on monthly Rate Contract basis for 2 years with one driver for daily 10 hours for minimum assured run of 300 KM per month from 08.00 AM to 06.00 PM, 365 days in a year on monthly hiring Contract basis for 2 years for transporting BHEL R&D patients, their wards or any patients with attendants as per the instructions of Head, Medical Services or any other authorized/competent staff of BHEL from Township Hospital/Lab complex to various Hospitals/places and vice versa as per norms. Rate for extra Kms. over and above the minimum 300 Kms. will be paid as per the minimum rates quoted by the bidder.

2. Work Specific Terms & Conditions:

A. Operations:

- a) The Ambulance Van to be deployed shall be registered in the name of the bidder or his firm.
- b) The Ambulance Van shall be deployed for operation under the contract within one month of issue of Letter Order in this regard.
- c) Drivers, Fuel, Maintenance and Comprehensive Insurance coverage for Drivers and passengers shall be arranged by the Contractor at his Cost.
- d) BHEL will not be responsible for any loss/pilferage/damage of his property.
- e) The Ambulance shall be available from 08.00 AM to 06.00 PM in full readiness and cleanliness with sufficient fuel availability, and the drivers shall be provided with mobile phone facility to be contacted in emergency.
- f) Availability of the Ambulance from 08.00 AM to 06.00 PM with driver should be ensured in BHEL R&D Township dispensary under the control of Hospital staff to attend emergency cases at any time and in case of any break down of Ambulance, stand by Ambulance is to be provided with minimum loss of time.
- g) Proper trip register for Ambulance as required by BHEL shall be maintained by the Contract's Drivers which will be cross checked as and when required and to be submitted along with the bill at the end of every month for claiming payment.
- h) It is the responsibility of the driver to get all the columns filled in the trip register and signed by the user and certified by the hospital staff in-charge. In case of loss of trip register, BHEL reserves the right not to entertain the claim.
- i) In case of loss of original trip sheet, BHEL reserves the right not to entertain the claim.
- j) The Driver should keep all the relevant valid documents (driving License, Badge No., road tax token, registration certificate, Valid Comprehensive Insurance Policy, permit, Pollution Certificate, etc.) with the Ambulance Van and produce as and when required by BHEL. In case original document is not available immediately, copy of the same must be kept.
- k) Vehicle shall report at the report point in full readiness and cleanliness for the entire day's operation in respect of fuel availability and willingness of the Driver.
- l) Any damage to BHEL material due to rough and faulty handling by the Driver 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 contractors' men, the same shall be made good by the contractor.

Subhojit 47

- m) Contractor should be in a position to provide alternate driver in case of any exigency for the driver of the Ambulance deployed.
- n) The Contractor should ensure that the Driver is available near the Ambulance all the time during operation.

B. Vehicle:

The Transport operator should fulfil the following requirements in respect of the Ambulance Van during the execution of the contract:

- a. Ambulance to be deployed must be Non-AC Maruthi Omni Van Ambulance of 2016 & 2017 model with maximum use of 1 Lakh KM. The Ambulance Van to be deployed should be same throughout the contract period with same driver and contact number, except in break-down conditions.
- b. Ambulance Van to be deployed on Contract shall be produced one week prior to date of deployment, for inspection by transport in-charge of BHEL Corp R&D.
- c. The Contractor shall make available relief Ambulance Van of same standard and condition immediately in the event of any accident/breakdown. Such relief Ambulance Van shall be in good running condition. Such Ambulance Van shall be put in operation for a maximum period of 15 days only.
- d. The Ambulance Van should be very clean both internally and externally.
- e. Stepney/Spare tyre should be maintained in good condition.
- f. Fuel should be always above half tank level.
- g. Jack and hand tools should be made available with the Ambulance Van.
- h. Copies of Valid RC, Permit, driver license and Badge, Comprehensive Insurance Policy, Pollution Certificate, Road Tax to be submitted to Transport In-charge onetime for every car and subsequently for validity period extension and one set to be kept with the Ambulance Van itself.
- i. Originals of the above documents shall also to be submitted for cross verification once before award of contract by the successful bidder.
- j. Vehicle deployed on Contract shall be produced for inspection by administration in-charge of BHEL Corp R&D at regular intervals, in respect of (1) Appearance of the Ambulance Van (2) running condition of the Ambulance Van (3) upholstery (4) correctness of all meters etc.
- k. The Ambulance should have the following provisions in the Ambulance:
 - a. Automatic collapsible stretcher
 - b. 12 V plug point for operating suction apparatus
 - c. Filled in Oxygen Cylinder supply by vendor
 - d. Hook for hanging I.V. fluid bottle
 - e. Ambu bags (Pediatrics and adult)
 - f. Medicine cabinet (Medicines to be provided by BHEL)
 - g. Attendant seat / Doctor seat
 - h. Window screens & Fan
 - i. Safety: Fire extinguisher & First aid box
- l. The ambulance should have one side stretcher arrangement and other side sitting arrangement length wise.
- m. Fire Extinguisher should be available in the Ambulance Van and maintained properly.

Signature

C. Driver:

The Transport operator should fulfil the following requirements in respect of the driver during the execution of the contract.

1. The ambulance to be operated with driver from 08.00 AM to 06.00 PM. The ambulance should report at 07.45 AM on all the days.
2. Payment of salary to the Driver shall be made on or before 07th of every month by the Contractor.
3. The Driver to be provided with the Ambulance Van should be same, as far as possible, all through the contract period. However, during any exigencies to the driver, an alternate good driver must be provided under intimation to the Administration Incharge.
4. The Contractor will be responsible for providing Driver on time. He will also be responsible for the behaviour and conduct of the Driver employed by him. If the driver exhibits any indecent behaviour, the Contractor shall withdraw such driver on a complaint from BHEL and provide another Driver.
5. Driver should possess valid driving licence.
6. The identified drivers should have minimum 2 years driving experience as on the date of commencement of work. Date of issue of Driving License shall be considered for calculating experience. Copy of Valid driving license to be submitted at the time of commencement of work to Administration Incharge.
7. Drivers should avoid casual dress and footwear.
8. Transport Operator should ensure that the Driver should have mobile hand set in good working condition. Use of mobile phone while driving is not permitted.
9. Drivers should adhere to the instructions given by BHEL Administration Incharge.
10. Driver should not demand any money from the user on any occasion.
11. The driver should be fluent in Hindi, Telugu and understand English.
12. The driver should possess good health and free from intoxicating habits.
13. Frequent changing of driver is not permitted. Any change of driver shall be permitted with prior approval of Administration Incharge.
14. The driver deployed should not involve in any illegal activities.

3. Payment Terms

- a) Hiring charges shall be paid on monthly basis on completion of work, within 30 days after submission of necessary error free invoices/bills to Administration Incharge on or before 5th of every month.
- b) All Invoices shall indicate Letter Order number for processing payment
- c) All payments shall be released by RTGS/EFT as per Contractor's bank details within 30 days from the date of receipt of bills/ Invoices.
- d) No advance will be paid for the Contract.

Note: Two copies of INVOICE with original signature to be submitted every month on completion of work.

4. Evaluation Criteria:

The Contract shall be awarded in total as one lot to Lowest cost bidder. L1 to be decided on the basis of lowest cost bidder of Price Bid.

Shahaj...

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5. Contract Period:

- a) The contract execution period will be for a period of 2 years from the date of commencement of work/deployment of Ambulance Van.
- b) If required, BHEL reserves the right to extend this contract for a further period with same terms & conditions subject to mutual acceptance.

6. Price Variation Clause:

Rates quoted shall remain valid for entire period of contract including extensions, if any. However, reimbursement/ recovery will be made for increase/decrease in the cost of fuel for the extra kilometres run over and above the minimum run of 300 Kms. The escalation is based upon fuel cost on the date of opening of Technical Bids. Escalation for increase/decrease in fuel cost will be reimbursed/ recovered as per the following formula.

$$\frac{\text{Difference in fuel price X KM actual travelled}}{\text{Average mileage of vehicle in KM per litre quoted}}$$

7. Termination of Contract:

- 1) The Contract will automatically be terminated on completion of Contract period.
- 2) However, the Contract may also be terminated during the Contract period of two years by either party to the Contract by giving one months' notice without assigning any reason.
- 3) BHEL shall have the right to terminate the contract at any time without any notice if all or any of the above Terms & Conditions of the contract are not fulfilled by the Contractor and if the Contractor is declared Insolvent and in terms of any Court Order against the Contractor.

8. Special Conditions:

- a) BHEL reserves the right to cancel the tender altogether without assigning any reason whatsoever before finalisation of contract.
- b) The rates quoted should be exclusive of GST etc., and inclusive of any other taxes & duties levied or to be levied both by Central and State Government authorities. Such levies should be borne by the Contractor.
- c) The Vendor should arrange all required licenses, pollution cards, tax receipts etc., at his own cost.
- d) Rates quoted shall remain valid for entire period of contract including extensions, if any.
- e) In case the contractor fails to operate the contract or comply with any of the contractual obligations, BHEL reserves the right to get the same done at the contractor's risk and cost, by another agency / departmentally apart from recovery of penalty which will be adjusted from running bill(s)/ Security deposit.
- f) In case BHEL be held liable for any loss, damage or compensation to third parties arising from or in relation to transport operations done by the transport contractor, such loss, damage or compensation shall be paid by the contractor to BHEL together with the costs incurred by BHEL on any legal proceedings pertaining thereto.
- g) Any addition or deletions or changes in the nature of organization of the transport provider should be informed to BHEL well in advance.
- h) Subject as aforesaid the provisions of the MV Act or any statutory modifications or amendments or re-enactment thereof and the rules made there under from time to time have to be followed by the Transport Contractors.
- i) Challans/Penalties by RTA/Police shall be paid by the Contractor.

Santhosh

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- j) The Ambulance Van allotted for BHEL use is liable to be checked by BHEL security personnel as and when required.
- k) BHEL reserves its right to refuse to engage the Ambulance Van even after arrival at the factory, if the driver and Ambulance Van do not conform to any of regulations of MV act.
- l) Any mishap (i.e. fire, theft, riots, strike, accident, etc.,) occurring en-route and any liability in this regard will be the complete responsibility of the Transport provider. He is also responsible for the safe, comfortable and timely transportation of the Patients and Attendants.
- m) BHEL is not responsible in any case for payment of any loss of life, injury or damage because of engaging of the Ambulance Van. In case BHEL has to pay compensation for any loss/damage, the same is to be reimbursed by the Contractor to BHEL together with legal expenses.
- n) The Contractor will keep watch on his employees and he will be liable for any pilferage / loss to BHEL due to acts of omission and commission by his employees. Similarly, liability for any compensation to outsiders on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with contractor.
- o) BHEL R&D Hyderabad shall not be liable for any compensation whatsoever in the case of accident / injury to the person employed by the contractor coming in the premises of BHEL R&D Hyderabad. Contractor shall pay all claims / employee compensation / damages / penalty/ fine or any amount payable to the individual / authorities payable due to accident / injury to the person employed by the Contractor.

9. PENALTY:

- a) A penalty equivalent of day rent per day will be recovered for short supply of ambulance against the BHEL requirement/contract T&C.
- b) In addition to the above BHEL reserves the right to get the same done at the contractor's risk and cost by engaging the same departmentally. The excess amount if any towards that entire operation may be deducted from the default contractor's running bill / security deposit.
- c) For delayed supply of ambulance against regular operational timings, Rs 100/- per hour for a maximum of 4 hours (fraction of delayed hours will be rounded off to full hour) will be deducted as penalty. For any such delay, Transport provider has to give advance / immediate intimation to BHEL Corp R&D – Administration Incharge. If delay is more than 4 hours the subject Day Rent for the vehicle will not be given (as penalty) and payment will be given only for KM run.
- d) In case of break-down of ambulance while on operation, the ambulance should be replaced by an alternate ambulance of same capacity within 60 minutes from the time of breakdown. If it is not so, an amount of Rs 100/- per hour (fraction of breakdown hours will be rounded off to full hour) will be deducted from the particular bill for the break down hours for maximum of 4 hours only, if break down time exceeds 4 hours, the subject Day Rent for the ambulance will not be given (as penalty) and payment will be given only for KM run. Subject Day Rent is calculated based on the no. of days in that subject month.
- e) In case of non-replacement of ambulance in time as said above against breakdown vehicle, BHEL reserves the right to get the same done at the Transport provider's risk and cost by engaging the same departmentally. The excess amount if any towards that may be deducted from the default Transport provider's running bill / security deposit.
- f) Any amount recoverable from Transport operator towards the loss / damage will be adjusted from the outstanding payments due from BHEL or from the security deposit.

Shahap

10. Arbitration

In the event of any dispute or difference arising out of the execution of the Contract or the respective rights and liabilities of the parties in relation to interpretation of any provision between BHEL & Service Provider in any manner touching upon the Order/Contract, such dispute or difference shall (except as to any matter, the decision of which is specifically provided for therein) be referred to the arbitration of the person appointed by the competent authority of BHEL (Company).

Subject as aforesaid, the provisions of Arbitration and Conciliation Act, 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force, shall apply to the arbitration proceedings under this clause. The venue of arbitration shall be at Hyderabad.

In case of order/contract on Public Sector Enterprises (PSE) or a Govt. Dept., the following clause shall be applicable:-

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Order/Contract such dispute or difference shall be referred to by either party to the arbitration of one of the arbitrators in the department of public enterprises. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Deptt. Of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such Secretary when so authorized by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties hereto finally and conclusively. The parties in the dispute will bear equally the cost of arbitration as intimated by the arbitrator.

11. Laws Governing the Contract

The Order/contract shall be exacted and governed by the laws of India and the Courts of India alone shall have jurisdiction in respect of any matter arising under or in connection with the Order/Contract.

12. Jurisdiction of Court

Courts at Hyderabad shall have jurisdiction to decide the dispute, if any, arising out of or in respect of the contract(s) to which these conditions are applicable.

13. Default / Breach of Contract, Insolvency and Risk Purchase

If the Service Provider / Contractor fails to provide the required services as per the contract or fails to deliver the services within the period (s) fixed for such delivery or delivers services not of the contracted quality and failing to adhere to the contract specifications or services not of the contracted quality and failing to adhere to the contract specification or at any time repudiates or otherwise abandons the contract before expiry of such period or refuses or is unable to supply / provide services covered by the Letter Order / Contract Agreement 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 or in the event, or commits any breach of the Order / Contractor being an individual or if a firm on a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any insolvency Act for the time

Shahjeet 6/7

being in force or make any assignment of the Order/Contract or enter into any arrangement or composition with his creditors (Service Provider) being a company is wound up voluntarily or by order of Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manger, the purchases without prejudice to his right to recover any expenses, losses or damages to which the purchaser may be put to incur or sustain by reason or the Seller/Contractor's default or breach or Order / Contract shall be entitled to cancel the Order/Contract either in whole or portion thereof without compensation to the Seller/ Contractor (Service Provider) and if the purchaser so desires, he may procure upon such terms and in such manner as he deems appropriate, services exactly complying with particulars are not, in the opinion of the purchaser, which shall be final, readily procurable, at the risk and cost of the Seller/Contractor (service Provider) and the Seller/contractor (Service Provider) shall be liable to the purchaser for any excess costs provided that the Seller/Contractor (Service Provider) shall continue the performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The Seller/Contractor (Service Provider) shall on no account be entitled to any gain on such repurchases.

Cost of the purchases / Services made by the Purchaser at the risk and cost of the seller. Contractor (Service Provider) shall be worked out after levying 30% overheads as departmental charges on the cost of Services so purchased / hired.

Indrajit

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Price Bid format for of Non-AC Maruthi Omni Van Ambulance of 2016 & 2017 model with maximum use of 1 Lakh KM on monthly Rate Contract basis for 2 years with one driver for daily 10 hours for minimum assured run of 300 KM per month from 08.00 AM to 06.00 PM, 365 days in a year on monthly hiring Contract basis for 2 years

Sl No	Description	Rate	
		In Figures	In Words
1	Hiring charges per month including maintenance, fuel and driver for a minimum of 300 KM based on the cost of Petrol as on the date of opening of Technical Bid @ 10 hours per day i.e. from 08.00 AM to 06.00 PM	Rs.....	Rupees.....
2	Rate for extra KM's beyond 300 KM in a month	Rs.....	Rupees.....
3	Mileage - KM's/Litre	KM's/Litre (Kolimeters per Litre)	
4	Agree to deploy the Ambulance Van within One Month from the date of Letter Order as mentioned in the Item specifications of enquiry	Yes/No	
5	Price Variation Clause as at Sub-Clause 6 of specifications.	Accept / Do not Accept	

- a. We agree that contract finalization is based on basic rate quoted per month, i.e at Sl. No. 1 above only.
- b. If our offer is accepted as lowest cost bidder to BHEL, we agree to match the L1 rates for extra Kms. quoted by other bidder(s).
- c. We agree to supply at L1 cost if the contract is offered to us, covering the above.

Signature:

Name:

Designation:

(Rubber Stamp)

Name & Address of the Contractor & Mobile

Signature

AGREEMENT

M/s Bharat Heavy Electricals Limited (a Government of India Undertaking) a Company incorporated under the Companies Act, 1956, having its Registered Office at BHEL House, Siri Fort, New Delhi-110 049 through its Unit/Division at Corporate Research & Development Division, Vikasnagar, Hyderabad-500 093 hereinafter called "the Company" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and as signs herein after called First Party) of one part and -----
----- (hereafter called the contractor) of second part.

Whereas M/s Bharat Heavy Electricals Limited having placed Work order, vide **LO No. -----**
--- (hereinafter called "Contract") for the work -----, site at Vikasnagar, Hyderabad-93 of Bharat Heavy Electricals Limited, Corporate Research and Development Division, situated approximately 9 KMs west of Secunderabad City, more particularly described in the schedule including drawings and specification attached herewith on ----- "Contractor") and the said contract made for the above said work. "Contractor") and the said contract made for the above said work.

AND WHEREAS the contractor has agreed to the retention by the first party of the Security Deposit of ₹ ----- (Rupees -----); i.e. 5% of the agreement value Rs. -----) paid by him when he submitted his tender as part of the security for the due fulfillments of the contract to the satisfaction of the first party.

And whereas the contractor has also perused the copy of the Central Public Works Department Standard Specifications and addenda volume, BHEL General Conditions of contract maintained in the Engineer/Manager (Civil)'s office and is bound by all the standard specifications for items of work described by a standard specifications numbers in "Schedule-A" and by all the conditions and clauses of the standard preliminary specifications detailed in the agreement.

And whereas the contractor has agreed to execute upon and subject to the conditions set forth in standard specification indicated in Schedule-A and in the standard preliminary specifications and such other conditions as are contained in all the specifications forming part of this contract (hereinafter referred to as the said conditions), the work shown upon the drawings and described in the said specifications and set forth in Schedule-A as the probable quantities and comply with all terms and conditions as per NIT.

Now these presents witness that in consideration of the "Schedule- A" as also of agreement of good and faithfully service to be rendered and performed by the contractor in the execution of the said work, subject to the stipulations herein after expressed.

Now it is hereby agreed as follows:

1. That the contract shall come into force with effect from the date on which the agreement is signed or the effective date of award of work. The Contract shall be for a period of ----- from the actual commencement date as stipulated herein.
2. That it is agreed between the parties that the non-exercise of any of the powers conferred on the authorities of the first party, will not in any manner constitute waiver of the conditions hereto contained in these presents and the liability of the contractor either of part or future compensation shall remain unaffected.
3. That notwithstanding anything mentioned earlier by either party, only the conditions included in the NIT and Agreement shall prevail.
4. That the expenses of completing and stamping the agreement shall be paid by the contractor.
5. The decision of the Company whether any default has been occurred or has been committed by the contractor in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them as contained in the contract and/or to the extent of loss, damage, costs, charges and expenses caused to or suffered by the company by reason of the contractor making any default in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them shall be conclusive and binding on, irrespective of the fact whether the contractor admits or denies the default or questions the correctness of any demand made by the company in any court, Tribunal or Arbitration proceedings or before any other Authority. In addition, the Contractor is also liable for legal action by the company for civil and or

criminal consequences.

6. For Violation of terms and conditions of contract, 30 days' notice will be given for termination of contract.
7. Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the Sole Arbitration to be agreed be both parties in accordance with Arbitration and Conciliation Act 1996 or the amendments made thereof and the rules thereunder. Unit issuing the Contract. The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.
8. Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause, the seat of arbitration shall be at Hyderabad.
9. The cost of arbitration shall be borne as per the award of the Arbitrator. Subject to the arbitration in terms of Clause above, the Courts at Hyderabad, Telangana State shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.
10. The award given by the arbitrator is binding on both parties.
11. This Agreement shall be governed by, interpreted and construed in accordance with laws of India applicable therein, other than rules governing conflicts of laws. The parties irrevocably attorn to the jurisdiction of the court of Hyderabad.
12. The contractor will be responsible for complying with all the relevant statutory provisions under various Labour Laws viz., Contract Labour (Regulation & Abolition) Act 1970 Minimum Wage Act 1948, Employees Provident Funds and Misc. Provisions Act 1952, ESI Act 1948, Payment of Bonus Act, 1965, Workmen's Compensation Act 1923 and other relevant Acts. Further in case BHEL R&D has to pay any amount to any agency for non-fulfillment of any of the provisions of the above referred Act, I/We authorize BHEL R&D to deduct the amount from my/our bills or I/We, will pay the amount of BHEL R&D.
13. The Contractor shall be solely responsible and indemnify the BHEL R & D against all charges, dues, claim etc arising out of the disputes relating to the dues and employment of personnel, if any, deployed by him.
14. The Contractor shall ensure regular and effective supervision and control of the personnel, if any, deployed by him and give suitable directions for undertaking the contractual obligation.
15. Maintenance of discipline of work by the labor is sole responsibility of the contractor and any dereliction to the this effect may amount to termination of contract which is to the contractor's liability.
16. Force majeure, like natural calamities duration of period of delay of work shall be considered as per the extant guidelines issued by Central/State Government/Civil Authorities on such occasions .

Signature of Contractor

DATE :

For and on behalf of, BHEL

SEAL:

ACCEPTING OFFICER

WITNESSES: 1.
: 2.