

NIT Ref. : LGX / RC / E-00427

Terms & Conditions of Rate Contract for deployment of Open Body Trucks and Tipper each of 9 MT Capacity on hire basis for internal transportation.

1.0 Scope of work

- 1.1** The contract will be for duration of 1(one) year from the effective date of award of work, but may be extended depending upon the performance and requirement of BHEL on mutual agreement. However, BHEL reserves the right to short close the contract at its discretion at any point of time without assigning any reason thereof.
- 1.2 Enhanced services** additionally as under, shall also form part of scope, duly confirming the same as an undertaking in the "Contract Agreement".
- (1) Additional one truck or tipper for a period of maximum 3 (three) months continuously in the financial year.
 - (2) Deployment of 6-7 open body trucks for republic day for **6 days**.
 - (3) Deployment of 3 open body trucks on the occasion of Dussehra for **3 days**.
- 1.3** The rate contract is intended for deployment of **2 Nos.Trucks & 1No. Tipper along with drivers and helpers on the same rate for operation**. The deployed vehicles should have registration and passing for commercial use with RTO (Not necessarily in the name of Bidder). This aspect is to be substantiated with relevant documents accordingly in the Part - I bid.
- 1.4** The vehicle offered should be well maintained in good running condition to ensure smooth and trouble free service.
- 1.5** The trucks / tipper shall be engaged in shifting / transportation of semi-finished / finished jobs and any other works related to Logistics (LGX) department within the plant area and also within municipal limits of Bhopal as per instructions of BHEL in-charge. Maximum running per day will be 30 Kms for billing purpose.
- 1.6** The bidders are advised to take into account all factors, including any fluctuations in the market etc. before quoting the rates as per rate schedule (Annexure-A1) . No claim will be entertained on any account after acceptance of the tender during the currency of the contract.
- 1.7** Rate offered shall be inclusive of all overhead charges like fuel, taxes, comprehensive Insurance, payment of staff and vehicle maintenance etc.
- 1.8** The average monthly run is the sum of run of deployed vehicle on all working days. The run of the working day is counted as the meter readings difference of first reporting and last duty performed , by kilometer reading duly entered in the log-book and signed by BHEL official on day-to-day basis.
- 1.9** The vehicles shall be required to operate on all working days. However, BHEL

reserves the right to use on Sundays / Holidays and odd hours, if required. The vehicle shall exclusively be run for trips as indicated by the user. No other work will be allowed to be done on them.

- 1.10 BHEL may allow 2 (Two) days off in a month for repair / maintenance / servicing , but the transporter should inform at least 2 (Two) days in advance for this. Further delay will be considered as non-deployment of the vehicle.
- 1.11 Though vehicles will be normally required for operation between 8.00 am to 5.0 pm, deployment nature of the vehicle for specific duty shall be as per the requirements.
- 1.12 Charges for Vehicle for Per Km beyond 30 Kms per day will be **Rs.22** and per hour beyond 8 hours will be **Rs.180** each.

2.0. Qualifying Criteria

- 2.1 Tenders from parties having minimum 2 (Two) Open-Body Trucks and 1(One) Tipper of 9 Ton loading capacity each, meeting the condition at cl.no.1.4 above and registered with RTO under commercial use (however, registration may not necessarily be in the name of Bidder).
- 2.2 The tenderer should be in a position to undertake the contracted work without any difficulty, with specific applicability in terms of cl. no.1.2 (1), 1.2 (2) and 1.2 (3) explained above.
- 2.3 Intending bidder registered with PF & ESI, should have experience of successfully completed similar work in last seven years, similar works means. experience of transportation/shifting of material from any type of truck/tipper and these aspects are to be ensured as substantiated documentarily in Part -I Bid.

NOTE : Possession of PF and ESI registration number before deployment of labor is the requirement of the work. However, possession of the same is not the pre-condition for Qualification. Upon award, the qualified bidder would be required to submit copy of PF & ESI registration number in their name within reasonable time frame as specified in Letter of Intent (LOI) but before deployment of work. In this regard the bidder, not having PF & ESI registration number at the time of submission of bid, has to submit an undertaking in writing

- 2.4 Audited Balance sheet / Profit-Loss A/c for Yr. 2016-17, 2017-18, 2018-19 (Avg.T/O of last 3 Yrs. Min. 3.61 lakhs)
- 2.5 Complete details of O/B Truck & tipper listed in annexure-B (Not necessarily registered in the name of Bidder)-

Registration number, Copies of the certificate of registration, Details of clearance from RTO for commercial use(Though copies of fitness certificate , Insurance Certificate

Duly Tax Paid proof , "Pollution Under Control" Certificate etc. are not a qualifying Criteria but have to be submitted on deployment of vehicle).

2.6 To assess the technical capability of the bidder, the bidder should have the experience of having successfully done similar work(s) with Govt./PSU/MNC/Reputed Pvt. Firms against completed work order(s) during the last seven years.
Similar work means experience of transportation/shifting of material from any type Of Truck/tipper.

The total value(s) executed by the bidder against such completed work order(s) for qualifying against this tender shall be either of the following:-

- (1) Total executed value against one similar completed work order not less than Rs. **9.63** lakh, OR
- (2) Total executed value against each of the two similar completed work orders not less than Rs. **6.02** lakh each OR
- (3) Total executed value against each of the three similar completed work orders not less than Rs. **4.82** lakh each.

Note: For experience certificate outside of BHEL or any Non Govt. organization, a CA certificate has to be submitted certifying that payment has been recorded in Books of Accounts against that work order. TDS certificate may be taken from party in case of private organisations. Experience up to 31.10.2020 will be considered

2.7 The following documents must be submitted by the tenderer along with quotation, in Part-I (Techno-commercial) bid , otherwise their offer is likely to be rejected-

- (1) Copies of Registration with RTO (not necessarily in the name of Bidder), indicating "TYPE" (Truck / Tipper / Dumper) and "LOADING CAPACITY" of vehicles. RTO registration should be valid.
- (2) Duly filled-up Annexure-B (Bidders Details).
- (3) Duly filled-up Qualifying Criteria (Checklist) , substantiated with required documents and other information properly numbered , as per Annexure B-1.
- (4) **EMD of Rs.24,080/-** in the form of e-payment.
- (5) T/O Avg. of last Three yrs. i.e. 2016-17 ; 2017-18 ; & 2018-19 should be Minimum Rs.3.61 lakhs only.
- (6) Work order and work completion certificate have to be submitted as per 2.6 (1) or 2.6 (2) or 2.6 (3)

3.0 General terms & conditions

3.1 Tender is to be submitted in two parts, Techno-Commercial (Part-I) and Price Bid (Part-II). Price Bid of the successful tenders on evaluation of Techno-Commercial Bid shall only be considered.

3.2 BHEL reserves the right to accept or reject any of the bid / all bids or cancel / withdraw the invitation for bid without assigning any reason whatsoever and in such case no bidder shall have any claim arising out of such action by BHEL.

3.3 Typed or legibly hand-written tenders should be submitted in double covers. The inner covers and marked Part-I Techno-commercial and another cover marked Part-II Price- Bid should be sealed with tenderer's distinctive SEALS and super-scribed with tender no. LGX / RC / E-00427 and addressed to "Logistics Department , Bharat Heavy Electricals Limited, Block-VI Annexe, Ground Floor, Western Wing, P.O. Piplani, Bhopal-462022".

(Both inner covers should be kept inside a bigger cover addressed with the above on its front.)

3.4 The name of tenderer with full address should be furnished, In case of partnership firm, the names and addresses of all the partners together with a certified copy of the partnership deed shall be furnished along with tender.

3.5 Belated and revised offers after opening of the tender shall not be considered, BHEL reserves the right to invite fresh tenders or to negotiate for reduction in rates.

3.6 Erasures and over-writings are not permitted. The tenderer concerned should sign the corrections and insertions, if any.

3.7 In the event of the tender being submitted by a partnership firm, the tender document should be signed separately and legibly by each partner of the firm, or in their absence, by the person holding the power of attorney on behalf of the firm concerned. In the latter case, copy of the power of attorney duly attested by a Gazetted officer must accompany the tender.

3.8 If a tenderer withdraw his offer after submission of the tender or after acceptance of his tender fails to start the work in accordance with the written instructions of the officer in-charge in this context, the E.M.D. paid will stand forfeited and contract terminated.

3.9 This tender document shall be deemed to form an integral part of the contract to be entered into for this work.

3.10 The bidder shall be responsible for all acts and omissions of their staff and liabilities arising out of the acts and omissions of such staff shall be borne by the contractor. BHEL, shall in no way be responsible for any such acts, omissions or any liabilities arising there from.

3.11 Route Permit / Clearance from RTO and / or any other statutory authority concerned and compliance of any other legal formalities connected with

the contract has to be arranged by the Contractor at his cost. BHEL doesn't take any responsibility in this regard.

- 3.12** Tenders should remain valid for acceptance, for a minimum period of 90 (ninety) days, from the date of opening. The rates quoted should be firm for entire currency of the contract .
- 3.13** Lashing and lashing tools kit should always be kept with the vehicle for tightening and safe shifting of finished goods.

4.0 Payment Terms:

- 4.1** Log Book should be maintained with each vehicle certified by the authorized official deputed for this work. The logbook, which will be supplied by BHEL, shall remain in the custody of BHEL and the daily trip/run details for billing shall be prepared on the basis of this. Payment on receipt of the bills at the end the month duly certified by the truck pool incharge shall be released within 90 days of submission of bill.
- 4.2** Contractor will submit the bills (in duplicate) on monthly basis, which will be duly verified, checked and forwarded by truck pool of Logistics division to Finance Dept. for passing of bill and releasing payment to the party. All payments will be made by Cheque./ On line payment.
- 4.3** The total hiring charges payable will be rounded off to the nearest full rupee value. Income Tax as applicable shall be deducted at source under relevant Act/Law.
- 4.4** Payment to the Contractor, as per the standard practice, shall be normally, be released within 45 days (for MSME)/ 60 days (in case of others) after the submission of bill by the contractor to the department.

PENALTY:

- 5.1** For non-deployment of vehicle, a penalty of twice the daily rate per day per vehicle will be deducted from the bill.
- 5.2** Following acts, but not limited to shall be construed as acts of misconduct as liable for initiating action deemed fit.
- 5.3** After resuming duty, if a contractor does not ply the vehicle for the rest of the day OR remain absent from duty an amount equal to twice the daily rate shall be imposed as penalty.
- 5.4** In the event of any breakdown, alternative arrangement of same model or latest

model vehicle shall be made available by the contractor immediately at his own cost.

5.5 In case of failure to provide vehicle consecutively for two days, BHEL reserves the right to make alternative arrangements for hiring vehicles at Contractor's risk & cost and extra expenditure incurred, if any, shall be borne by the defaulted Contractor, to be adjusted from the monthly bills.

5.6 After resuming duty, if the driver & cleaner of the hired vehicle are caught in the case of dis-obedience / misbehavior / malpractice / fraud or any act of dishonesty, a penalty of 1000/- per day will be imposed on the concerned contractor. Repeated acts shall be liable for termination of the contract. If the vehicle is found running without cleaners / helpers, the same penalty of Rs. 1000/-per day will be imposed.

5.7 BHEL Bhopal reserves the right to initiate action as deemed fit under the above condition depending upon the gravity of the case. Only the contractor will be responsible for the termination of the contract and other consequences.

5.8 Vehicle must be ready for plying at 8.00am with sufficient fuel for full day working .Vehicle should not stand idle for want of fuel any time throughout the day otherwise it will be considered absent for full day.

5.9 Any loss caused to BHEL due to non-compliance of GST by the contractor shall be deducted from the Contractor's account along with interest as applicable.

5.10 GST and penalty shall be charged extra.

5.11 "If the work is not executed or partly executed within the agreed execution period , BHEL reserves the right to cancel the order and get the work executed from the alternate source(s) at the Risk and Cost of the Contractor. In such an event, it shall be obligatory on the part of contractor to make good any loss suffered by BHEL".

6.0 Operational Conditions

6.1 The successful contractor shall have to execute an agreement with BHEL on a non-judicial stamp paper of appropriate value.

6.2 The speedometers of the vehicles should be properly calibrated / stamped under the weight & measures act and any charges / expenses in respect thereof will be borne and paid by the contractor. The contractor will ensure that all vehicles used for this contract always hold valid certificates from Weights & Measures authorities obtained on periodic calibration every six months.

6.3 The contracted vehicle(s) will be made available to all times in roadworthy

conditions duly substantiated with 'fitness certificate' so as to give uninterrupted service.

- 6.4** Only the authorized staff attached to the contracted vehicles or representative nominated by the contractor shall be allowed entry inside the company's or any other premises during the course of contract.
- 6.5** The persons employed by the contractor in respect of his vehicles will be treated as the authorized representative(s) and shall also be held responsible along with the contractors, for any breach of the terms and conditions as provided in this contract.
- 6.6** The contractor shall be responsible for providing necessary staff like Licensed Driver & helper with the prescribed uniform (if applicable).
- 6.7** Accident occurred during the course of company's work should be reported by the Contractors to BHEL immediately and certainly not later, than 24 hours. This should be followed by a detailed report from the contractor.
- 6.8** The vehicles must be parked at designated places as directed by supervisor in overnight or during off / holidays.
- 6.9** The contractor will ensure that all vehicles under this contract agreement are covered by a comprehensive insurance policy throughout the tenure of the contract. Under no circumstance shall company be liable to compensate for any loss or damage that may be caused to by the vehicles while engaged in discharging the Contractor's obligations under this contract.
- 6.10** BHEL shall not be held liable for any loss, damage or compensation to third parties arising from or in relation to transport operations done by the bidder. Such loss, damage or compensation shall be reimbursed by the Contractor to BHEL together with the costs incurred by BHEL on any legal proceedings pertaining there to.
- 6.11** The contractor observe and comply with the requirement so the Minimum Wage Act and all other Industrial & Labour legislation for the time being in force or that may hereafter, be brought into force, governing the relationship between the employer and the employee.
- 6.12** The contractor will have to indemnify against all claims, payments and losses that the company may have to make or suffer on account of the Bidder, and shall whenever required to do so, by BHEL or Govt. official authorized under law, produce for inspection all forms, register and other papers required to be maintained under the various statutes.
- 6.13** The contractor will accept liability for compensation in accordance with the provision of the Indian Worker's Compensation Act 1948, amendments thereafter

and or other law for the time being in force for personal injury caused to any workmen by accident arising out of and in the course of this contract.

6.14 The Contractor will indemnify the company against all payments by way of compensation or otherwise which the company may be called upon to make under the provision of the said Acts to any workmen as aforesaid, and any cost incurred by the company in connection with any claim preferred by such workmen and or against all actions, claims and demand whatsoever in respect thereof or in respect of any loss, injury or damages whatsoever to any third person arising out of or occasioned by the negligent, imperfect or improper performance of this contract by the Contractor, their workmen servants or agents.

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

7.0 BHEL RESERVES THE RIGHT TO:

1. Accept or reject the bid OR even cancel / withdraw the invitation for bid without assigning any reason whatsoever, and in such case bidder shall have no claim arising out of such action by BHEL.
2. Reject conditional tender containing absurd or unworkable rates and tender which are incomplete and otherwise considered defective and not in accordance with the tender conditions, during the tender finalization process.
3. Evaluate the bid as per BHEL norms by the tender committee duly constituted by the BHEL management and its decision shall be final and binding on the contractor.
4. Accept / Reject any or all of the tender fully or partly ; reduce / increase business volume and number of contractors ; split the award without assigning any reasons thereof.
5. Cancel / terminate / short-close the work order / contract at any time during its currency without assigning any reasons whatsoever.
6. Have parallel contract at the same rate or different rates with any number of contractors for the work.
7. Award rate contract either partly or in combination thereof or fully, with any contractor as it may deem fit.
8. Allow business loading subject to compliance of following within 7 (seven)

days from the award of contract / letter of intent:

- a. Documentary evidence of established local office with communication facilities and contact person as required.
- b. Submission of Contract Agreement.
- c. Submission of 'Security Deposit' valid till six months from the expiry date of contract.

8.0 The Contractor will have to indemnify BHEL against :

- i. The contractor shall have to indemnify BHEL against all claims for injury or damage to any person or property caused by his negligence or negligence of his employees whilst in BHEL premises.
- ii. The contractor shall indemnify the company against all payments by way of compensation or otherwise which the company may be called upon to make under the provisions of the applicable Acts to any workmen as aforesaid, and any cost incurred by the company in connection with any claim preferred by such workmen and or against all actions, claims and demands whatsoever in respect thereof or in respect of any loss, injury or damages whatsoever to any third person arising out of or occasioned by the negligent, imperfect or improper performance of this contract by the contractors, their workmen servants or agents.
- iii. The contractors operating under the rate contracts shall further indemnify BHEL against:-
 - a. Observance of Motor Vehicle Act, Labour & Industrial Laws.
 - b. All claims by way of compensation and all other types of unforeseen claims, which may arise in the course of contract.
 - c. Documentary compliance relating to freight billing.
 - d. Observance of ISO-14001 and ISO-45001 obligations for environmental safety and occupational Health Safety.
 - e. All claims for injury or damage to any person or property caused by his negligence or negligence of his employees whilst in BHEL premises.
 - f. All claims by way of compensation and all other types of unforeseen claims, which may arise in the course of contract.

9.0 ARBITRATION:

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

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

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

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

Subject to the arbitration in terms of clause as mentioned above, the courts at Bhopal shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.

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

10.0 Earnest Money Deposit (EMD) & Security Deposit (SD) :

EMD can also be accepted in the form of FDR issued by Scheduled Banks /Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL) In addition to the above, EMD amount in excess of Rs 02 Lakhs may also be accepted in the form of Bank Guarantee as per BG proforma of BHEL from scheduled bank. The Bank guarantee in such cases shall be valid for at least 06 months.

1)EMD is to be furnished through e-Mode (ie NEFT / RTGS / Net Banking / PoS / SBI Collect etc.) only. The following link to be followed for SB Collect platform:
<https://www.bhelbpl.co.in/qcins/iccs.htm>.
Bank details of BHEL / Bhopal : as per “Annexure – A”.

2)EMD by the Tenderer will be forfeited as per NIT conditions if:

- a) 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.
- b)The contractor fails to deposit the required Security Deposit or commence the work within the specified period as per LOI / Work Order.

3) EMD given by all unsuccessful tenderers will be refunded normally within fifteen days of award of work.

4) EMD shall not carry any interest.

5) EMD of successful tenderer will be retained as part of Security Deposit.

6) The tender submitted without a proof of payment of EMD shall not be considered at all for evaluation and shall be treated as null & void.

SECURITY DEPOSIT (SD)

10.1 Security Deposit means the security provided by the Contractor towards fulfilment of any obligations in terms of the provisions of the contract.

10.2 The total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.

10.3 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) Electronic Fund Transfer in favour of BHEL
- ii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
- iii) 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)
- iv) 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)

10.4 Collection of Security:

At least 50% of the required Security Deposit, including the EMD, shall 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.

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.

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

10.6 The Earnest Money Deposit (EMD) and Security Deposit (SD) shall not carry any interest

11.0 GST Law

1. Wherever bidders are required to supply services at project site Party has to submit GST registration no. of the State in which project site is located along with copy of registration at the time of submission of Bid. In case the same is not available at the time of submission of bid, the contractor has to give an undertaking that the same will be arranged before award of work order.
2. HSN Code/SAC, rate of tax under GST and applicable GST (IGST/SGST/UTGST) and GSTIN shall be clearly mentioned by the Bidder.
3. GST portion of the **invoice shall be released only upon:-**
 - 3.1 All invoices raised by contractors/vendors must be GST compliant Tax invoices as per GST invoice rules.
 - 3.2 Contractor declaring such invoice in his GSTR-I or any modified return as notified by government.
 - 3.3 Receipt of goods/services and Tax Invoice by BHEL and
 - 3.4 Confirmation of payment of GST thereon by contractor on GSTN portal.
 - 3.5 Alternatively, Contractor has to submit BG of appropriate value which shall be valid at least one month after the confirmation of date of payment of GST by contractor on GSTN portal and receipt to Tax invoice and receipt of services, whichever is later. Contractor has to give an undertaking in this regard.
 - 3.6 Contractor has to give an undertaking to BHEL that they have declared invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL.

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

Note: Refer Annexure I for detail GST Law.

12.0 Contract Duration

12 (Twelve) Month Or Exhaustion of Contract amount, whichever is earlier. However, BHEL reserves the right to extend the contract further by a maximum of 3 months, Short close the contract during contract period or terminate it fully at its discretion at any time without assigning any reason thereof or serving any notice to the contractor.

13.0 Bids 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 persons (s) signing the bid else bid shall be liable for rejection.

14.0 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 respective L-1 bidders. In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/ draw of lots, in the presence of the respective L-1 bidders (s) or their respective representative(s). Ranking will be done accordingly BHEL's decision in such situations shall be final and binding.

15.0 Compensation clause

Compensation in case of death/ permanent incapacitation of person due to unintended / unforeseen occurrences 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.

"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/ Offices/ townships and premises/ Project Sites.*
- c) *Compensation in respect of each of the victims:*
 - (i) *In the event of death or **permanent disability** resulting from **Loss of both limbs**: Rs. 10,00,000/- (Rs. Ten Lakh)*
 - (ii) *In the event of **other permanent disability**: Rs.7,00,000/- (Rs. Seven Lakh)*
- d) *Permanent 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."*

16.0 Conciliation Clause

CONCILIATION CLAUSE FOR CONDUCTING CONCILIATION PROCEEDINGS UNDER THE BHEL CONCILIATION SCHEME, 2018

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

Notes:

1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.
 2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.
- The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Annexure to MODEL CONCILIATION CLAUSE FOR CONDUCTING CONCILIATION PROCEEDINGS UNDER THE BHEL CONCILIATION SCHEME, 2018.

17.0 FORCE MAJEURE

Notwithstanding anything contained in the contract, neither BHEL nor the contractor shall be held responsible for total or partial non-execution of any of the contractual obligations, should the obligation become unreasonably onerous or impossible due to occurrence of a 'force majeure' which directly affects the obligations to be performed by the BHEL or the contractor, such events include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotions, insurgency, sabotage, act of public enemy, fires, explosion, epidemics, quarantine restrictions, floods, earthquake, or acts of god, restrictions by Govt. authorities, over which the BHEL or the contractor has no control.

The claiming to be affected by force majeure shall notify the other party in writing without delay, within two weeks from the occurrence of such situation and on the cessation thereof. Extension of time sought by the contractor along with supporting evidence and so granted by BHEL for the work affected, if any, shall not be construed as waiver in respect of remaining execution. Rescheduling of execution on account of force majeure conditions, if so agreed by BHEL, will not entail the contractor to claim any increase in the price on whatsoever account.

Notwithstanding above permission, BHEL shall reserve the right to cancel the contract, wholly or partly, in order to meet the overall project schedule and make alternative arrangements. If deemed necessary, BHEL may takeover partly processed work at a mutually agreed price.

18.0 OVER RUN CHARGES

No over-run charges shall be paid.

19.0 RELATED PARTY

Declaration has to be given by vendor as per ANNEXURE-B2

20.0 Compliance to Industrial/Labor laws/Govt. laws

CLC check list on statutory compliance shall be followed by vendor, checklist is attached in ANNEXURE-B3 for reference.

21.0 TDS under income Tax Act.

TDS under income tax act shall be deducted as applicable from contractors bill.

22.0 Relaxation in PQR conditions for MSMEs and startups.

Criteria of prior turnover and prior experience for all Startups is relaxed subject to their meeting of quality and technical specification.

CONDITIONS FOR START-UP COMPANIES.

1. Subject to meeting of Quality and Technical specifications, BHEL may consider allowing the participation of "Start up" companies with capability to execute the supply/ services, as per technical specifications/ perform the job as per scope of work specified in the tender and subject to meeting extant & relevant guidelines of Government of India. This should be confirmed and substantiated in the technical bid.

2.The bidder who intends to participate as "Startup" company should enclose the Certificate of Recognition issued by Department of Industrial Policy and Promotion, Ministry of Commerce & Industry, Govt. of India during submission of Technical bid.

3.Prequalification Criteria with respect to Prior Turnover and Prior Experience may be relaxed for Startups as per the GOI guidelines.

4.However, there may be circumstances like procurement of items/services related to public safety, health, critical security operations and equipment, etc wherein BHEL reserves the right to not consider relaxation of Prior Turnover and Prior Experience for Startup Companies as per GOI guidelines.

5.Startup Companies who are also registered as MSEs and wish to avail the benefits as applicable to MSE, shall submit relevant documents covered under Conditions for Micro and Small Enterprises elsewhere in this tender.

For MSEs parties / contractor proposed relaxation in Pre-Qualification Requirement (PQR) are :-

- a) The financial pre-qualifying requirements is relaxed by 20% of the original Pre – Qualifying Requirement specified in the tender.



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- b) The technical pre-qualifying requirements, is relaxed by 20% (quantities or amount) of the original Pre –Qualifying Requirement specified in the tender (round off to the higher limit or number.

Traders/resellers/distributors/authorized agents will not be considered for availing benefits under PP Policy 2012 for MSEs as per MSE guidelines issued by MoMSME.

The MSE's Bidder to note and ensure that nature of services and goods/items manufactured mentioned in MSE's certificate matches with the nature of the services and goods /items to be supplied as per Tender.

--Addl.GM (Logistics)

Annexure-A



भारत हेवी इलेक्ट्रिकल्स लिमिटेड, भोपाल

(भारत सरकार का उपक्रम)

Bharat Heavy Electricals Limited, Bhopal

(A Govt. of India undertaking)

उत्कृष्टता की ओर अग्रसर

"Marching Towards Business Excellence"

TO WHOM SO EVER IS CONCERNED,

Details for receiving Bank Account for NEFT/RTGS payment.

1. Name of Beneficiary : BHARAT HEAVY ELECTRICALS LTD.
2. Name of the Bank : State Bank of India
3. Bank of Branch Address : HET, Piplani, Bhopal (M.P.)-462021
4. Account No. : 30855948540 ✓
5. IFSC Code : SBIN0000519
6. MICR : 462002011
7. Title of Account : Current Account
8. PAN No. : AAACB4146P

Place: Bhopal

Date : 19-01-2016

Onaka
19/1/16
CHITAN BHOJAR
Signature & Seal
for Manager (Finance)
Bharat Heavy Electricals Limited, Bhopal

We certify that the above bank details are correct as per our record.

Banker Signature & Seal
19/1/16
19/1/16

ANNEXURE –“A1”

PRICE BID (RATE SCHEDULE)
NIT Ref . : LGX / RC / E-00427

For deployment of Open-Body Trucks and Tipper of 9 MT capacity each, on Hiring Per Day Basis as per scope explained at 1.0 of the tender Terms & Conditions :

	Unit Rate (in Words) (Rs./ Day)	Unit Rate (in figures) (Rs./ Day)
OBT / Tipper of 9 MT capacity (Per day run up to 30 Km each)		

Date:

Signature & Seal of the Bidder

Note : 1. Unit Rate for OBT / Tipper shall be exclusive of GST , i.e. GST will be paid extra as applicable.

2. Quoted rate shall be firm and not subject to any variation/escalation on any account during the contract period.

3. In case of “discrepancy in words and figures”, the same shall be adjusted in accordance with following rule:

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.

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.



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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.

4. Bonus shall be payable as per payment of Bonus act 1965 by vendor and payment of bonus shall be compliance by vendor.

ANNEXURE – ‘B’

DETAILS OF BIDDER

Rate Contract for hiring of OB Trucks and Tipper of 9 MT each NIT Ref. : LGX / RC / E-00427
--

01. Name of the firm:

02. Year of Inception:

03. Details of last three years turnover:

2016-17 (Rs. Lakhs)	2017-18 (Rs. Lakhs)	2018-19 (Rs.Lakhs)

04. Office Address & Contact

Nos.:.....

5. Name of the person(s) authorized for signing the Contract/dealing with BHEL:.....

6. Details of various vehicles offered for this tender (Not necessarily registered in the name of Bidder):

	Type	Registration No.	Date of Regn.	Remarks
1				
2				
3				
4				

7. Details of Demand Draft for **Rs.24,080/-** as Earnest Money Deposit

- ☐ D.D. No. & Date
- ☐ Name of Bank

Date:

Signature & Seal of Bidder

UNDERTAKING

We undertake, that we will neither try to influence, chase or interfere into the working of BHEL officials nor engage BHEL employee or any other third person for the same. In case such incident does occur, it may lead to disqualification / debarring from the contract.

We also confirm that none of our relations are working in that product / functional group in which the contract is being issued and if found so , we will be debarred from consideration .

Date:

Signature & Seal of Bidder

(CHECK-LIST)

ANNEXURE-“B-1”

NIT Ref . : LGX / RC / E-00427

S.No.	Particulars	Enclosed	Page No.
1	Price Bid (Rate Schedule) as per Annexure 'A1' in separate envelope	Y/N	
2	EMD of Rs.24,080/-	Y/N	
3	Audited Balance sheet / Profit-Loss A/c for Yr. 2016-17, 2017-18, 2018-19 (Avg.T/O of last 3 Yrs. Min. 3.61 lakhs)	Y/N	
4	Complete details of O/B Truck & tipper listed in annexure-B (Not necessarily registered in the name of Bidder).		
	• Registration number	Y/N	
	• Copies of the certificate of registration	Y/N	
	• Details of clearance from RTO for commercial use	Y/N	
	(Though copies of fitness certificate , Insurance Certificate , Duty Tax Paid proof , "Pollution Under Control" Certificate etc. are not a qualifying criteria , but have to be submitted on deployment of vehicle)	Y/N	
5	<p>To assess the technical capability of the bidder, the bidder should have the experience of having successfully done similar work(s) with Govt./PSU/MNC/Reputed Pvt. Firms against completed work order(s) during the last seven years. Similar work means experience of transportation/shifting of material from any type of Truck/tipper.</p> <p>The total value(s) executed by the bidder against such completed work order(s) for qualifying against this tender shall be either of the following:-</p> <p>(1)Total executed value against one similar completed work order not less than Rs. 9.63 lakh, OR</p> <p>(2)Total executed value against each of the two similar completed work orders not less than Rs. 6.02 lakh each OR</p> <p>(3)Total executed value against each of the three similar completed work orders not less than Rs. 4.82 lakh each.</p> <p>Note: For experience certificate outside of BHEL or any Non Govt. organization, a CA certificate has to be submitted certifying that payment has been recorded in Books of Accounts against that work order.TDS certificate may be taken from party in case of private organisations</p>	Y/N	

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6	Details in terms of registered status for EPF, ESI enclosed / Undertaking for submission of EPF,ESI at the time of award of work.	Y/N	
7	Fully filled-up Annexures-B & B1 relating to Check-list of Statement for scrutiny of essential conditions.	Y/N	
8	Bidder must possess PAN & GSTIN (as applicable). Copy of PAN card and GSTIN should be submitted along with the offer	Y/N	
9	Deviations, if any, w.r.t. tender terms & conditions	Y/N	
10	Remarks /comments, if any	Y/N	

Signature & Seal of Bidder

Date:

ANNEXURE-B2

DECLARATION BY BIDDER

We declare that the following family firms or sister concern affiliates / subsidiary firms are participating in the tender No. LGX/RC/E-00427

1.0.....

2.0.....

3.0.....

.....

I..... , hereby declare on behalf of M/s..... and the family firms or sister concern affiliates / subsidiary firms listed above that we are not indulging in cartel formation for tender No LGX/RC/E-00427

Name & signature of the bidder
(Seal)

Bharat Heavy Electricals Limited, Bhopal Logistics Department

Check List for WO Bill/PAYMENT V-01

ANNEXURE – 'B3'

वर्क्स कॉन्ट्रैक्टर हेतु चेक लिस्ट

क्र.	मार्क	दिनांक
1	विभाग:	
2	वर्क्स कॉन्ट्रैक्टर संख्या:	
3	ठेकेदार का नाम:	
4	कार्य का प्रकार:	
5	वर्क आर्डर का मूल्य:	
6	गत माह के दौरान कॉन्ट्रैक्टर द्वारा नियोजित अधिकतम संख्या (क) कुशल कर्मकार (ख) अर्धकुशल कर्मकार (ग) अकुशल कर्मकार कुल संख्या:	
7	ठेकेदार के लायसेंस अनुसार श्रमिकों की संख्या:	
8	ठेकेदार का पीएफ पंजीयन क्र:	
9	ठेकेदार द्वारा पीएफ के भुगतान के चालान की प्रति संलग्न है: (टिक करें)	हाँ/नहीं
10	पिछले माह के दौरान पीएफ में किये गए कुल भुगतान एवं उसके अंतर्गत श्रमिकों की संख्या:	
11	ठेकेदार का ईएसआई पंजीयन क्र:	
12	ठेकेदार द्वारा ईएसआई के भुगतान के चालान की प्रति संलग्न है: (टिक करें)	हाँ/नहीं
13	पिछले माह के दौरान ईएसआई में किये गए कुल भुगतान एवं उसके अंतर्गत श्रमिकों की संख्या:	
14	वेतन शीट (वेज शीट) जिसमें भुगतान दर, उपस्थिति, कुल भुगतान, पीएफ एवं ईएसआई आदि के मद में की गई कटौती एवं प्रत्येक ठेका श्रमिक को दिए गए कुल वेतन की जानकारी संलग्न है: (टिक करें)	हाँ/नहीं
15	नया सभी ठेका श्रमिकों को सुरक्षा उपकरण जैसे- यूनिफार्म, जूते, हेलमेट प्रदान किये गए हैं: (टिक करें)	हाँ/नहीं प्रथम बिल के साथ सुरक्षा उपकरण प्रदाय की हस्ताक्षरित कॉपी लगाये।
16	नया नियोजित किये गए ठेका श्रमिकों का नियोजन वर्क आर्डर के अनुसार है उनकी योग्यता, दक्षता एवं अनुभव (टिक करें)	हाँ/नहीं
17	फॉर्म 7 की प्रति कार्य आदेश प्राप्त एवं समाप्ति पर 15 दिनों के अंदर जमा करना अनिवार्य है अन्यथा बिल स्वीकार नहीं किये जायेंगे।	हाँ/नहीं यदि हाँ तो कॉपी लगाये।
18	नया प्रधानमंत्री रोजगार प्रोत्साहन योजना (PMRPY) के तहत ठेकेदार द्वारा कोई लाभ लिया जा रहा है	हाँ/नहीं (यदि हाँ है तो विवरण दें)
19	किसी भी गलत सत्यापन के लिये ठेकेदार स्वयं जिम्मेदार होगा और इस सम्बंध में BHEL को हुई हानि की भरपाई करेगा	
20	मेरे द्वारा सभी वैधानिक प्रावधानों का अनुपालन किया जायेगा एवं ऐसा न करने पर मेरे विरुद्ध उचित कार्यवाही की जा सकती है।	

प्रमाणित किया जाता है कि वेज शीट (Wages Sheet) के अनुसार, ठेका श्रमिकों को मजदूरी का भुगतान नगद/चेक द्वारा मेरे समक्ष किया गया।

(ठेकेदार के हस्ताक्षर)

ठेका देने वाले कार्यपालक (Contracting Executive) के हस्ताक्षर

संबंधित अपर महाप्रबंधक के प्रतिहस्ताक्षर

Annexure I

1. Wherever bidders are required to supply services at project site Party has to submit GST registration no. of the State in which project site is located along with copy of registration certificate at the time of submission of Bid. In case the same is not available at the time of submission of bid, the contractor has to give an undertaking that the same will be arranged before award of work order.
2. HSN Code/SAC, rate of tax under GST and applicable GST (IGST, CGST/SGST/UTGST) and GSTIN shall be clearly mentioned by the Bidder.
3. GST portion of the **invoice shall be released only upon:-**
 - 2.2.1 All invoices raised by contractors/vendors must be GST compliant Tax invoices as per GST invoice rules.
 - 2.2.2 Contractor declaring such invoice in his GSTR-1 or any modified return as notified by government
 - 2.2.3 Receipt of goods/services and Tax Invoice by BHEL and
 - 2.2.4 Confirmation of payment of GST thereon by contractor on GSTN portal
 - 2.2.5 Alternatively, Contractor has to submit BG of appropriate value which shall be valid at least one month after the confirmation of date of payment of GST by contractor on GSTN portal and receipt of Tax invoice and receipt of services, whichever is later. Contractor has to give an undertaking in this regard.
 - 2.2.6 Contractor has to give an undertaking to BHEL that they have declared invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL.

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

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

Reverse Charge under GST

- 5A. In respect of services, reverse charge liability shall arise at the earliest of date of payment to service provider or 60 days from the date of issue of invoice by service provider. Contractor has to submit bill for payment within 30days from the date of invoice. Any interest or penalty implications attributable to the contractor shall be recovered from them.
- 5B. Any GST liability arising on BHEL under reverse charge before actual receipt of goods and/or invoice thereof would be subject to recovery of interest leviable for the period between the date of such liability and actual date of eligibility of ITC based on receipt of goods, receipt of invoices and other condition specified in GST Law.

Liquidated Damage/Penalty

6. Liquidated damage (LD) or Penalty if chargeable from suppliers/contractors as per NIT, applicable GST will be charged in addition to the same.

Tax Deduction at source

7. TDS as per extent provisions of the GST Law shall be deducted from supplier/contractor bill.