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BHARAT HEAVY ELECTRICALS LIMITED

High Pressure Boiler Plant, Tiruchirappalli- 620014

Maintenance & Services Dept. (FB)

☎: (0431) 257-5010 Fax: (0431) 257-6805

e-mail: umadsankar@bhel.in

Enq. No: 9242000021

05.10.2020

NOTICE INVITING TENDER

Dear Sir/ Madam,

Subject: Two Part Tender Inviting Techno-commercial and Price Bids for **Engagement of operational services for BHEL Owned Front End Loader required for coal handling operation at Producer Gas plant, BHEL Trichy.** Please submit your competitive offer for the above subject work as per the conditions given in the WORK/ RATE SCHEDULE and tender conditions enclosed along with the tender.

01.	Name of work	Engagement of operational services for BHEL Owned Front End Loader required for coal handling operation at Producer Gas plant, BHEL Trichy..
02.	Earnest Money Deposit (EMD)	₹ 21,552.00/-
03.	Duration of the contract	One Year (From the date of commencement of the work)
04.	Enquiry No. & Date	9242000021; dt. 05/10/2020
05.	Last Date for Receipt of Tender	14.00 Hrs. on 27/10/2020
06.	Date of Technical Bid Opening	14.30 Hrs. on 27/10/2020
07.	Date of Price Bid Opening	Will be intimated to those who are Qualified separately.
08.	Guarantee Period	Not applicable

1. The Tender documents can be downloaded from BHEL website (http://www.bhel.com/tender/tender_home.php) free of cost.

2. Tender document contains **14 Pages** (Technical & Commercial Bid – 11 pages, Schedule for Price Bid – 01 page, No deviation certificate-01 page, Sample format for CA certificate – 01 page).

3. The duly filled Tender should be addressed to:
**THE ENGINEER,
MAINTENANCE & SERVICES / CONTRACTS,
2&4 BUILDING, BHARAT HEAVY ELECTRICALS LIMITED,
HIGH PRESSURE BOILER PLANT,
TIRUCHIRAPPALLI, TAMILNADU - 620014.**

Special Instructions:

Tender of the following work should be submitted in a sealed cover super- scribing the NAME OF WORK, ENQUIRY NUMBER, etc., consisting of **three inner sealed covers** super-scribed such as **1) EMD cover, 2) Technical bid cover & 3) Price bid cover.**

1) EMD cover shall contain EMD of ₹ 21,552.00/- Mode of Payment of EMD: (a) e-Collect mode (as directed in Commercial T & C) or (b) Banker's cheque/ Pay Order/ DD in favour of BHEL or (c) Fixed Deposit Receipt (FDR) issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies act (FDR should be in the name of the Contractor, a/c BHEL). EMD shall not carry any interest.

2) Bidders registered as **MSE (UAM/UDYAM) / NSIC / SSI** are exempted from paying EMD subject to submission of valid Registration document along with Tender. These bidders can avail EMD Waiver benefits only if they submit in EMD cover along with the offer, attested copies of either valid **EM-II Certificate** (five years from the date of issue of acknowledgement in EM-II or else, with attested copy of a CA Certificate for the latest financial year i.e., 2018-19 or Later in Enclosed Format) or **MSE (UAM- along with CA certificate**



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for the latest financial year i.e., 2018-19 or Later in attached format)/ valid **NSIC / SSI** certificate.

3) Tenders without EMD/ MSE/ NSIC/ SSI/ EM-II proof as above will be summarily rejected and the Technical bid & Price bid shall not be considered for further evaluation.

- 4) Technical bid cover shall contain duly filled in Technical bid document signed by the tenderer in all the pages with documentary evidences for **Pre-Qualification Criteria (PQC)**. Any bid without proper documentary evidence for PQC shall not be considered for further evaluation.
- 5) One set of unpriced bid of Contract Work Schedule **duly filled & signed** by the tenderer for accepting the work content (Bill of Quantity- BoQ), should be submitted along with the Technical bid for technical evaluation. All the corrections / cancellations / insertions, if any, shall be duly attested by the Bidders concerned.
- 6) Should a tenderer find discrepancies or omissions in the tender documents, or should there be any doubt as to their meaning, he should at once address the authority inviting the tender, for clarification well before the due date, so as to submit his tender in time. No extension of time shall be given for submission of the tender on any account.
- 7) All entries in the tender documents should be in one ink. Erasures, and overwriting are not permitted. All cancellations, and insertions should be duly attested by the tenderers concerned.
- 8) Offer should be **valid** for a period of **120 (One Hundred & Twenty) days** from Techno-commercial bid opening date.
- 9) The Bidder shall sign each and every page of tender documents, and affix seal for having accepted the conditions.
- 10) Tender can be cancelled at any stage due to unavoidable circumstances.
- 11) **Forfeiture of EMD:** EMD paid by the Tenderer will be forfeited as per Tender Documents 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 15 days of LOI/ WO/ Contract.
- 12) I. EMD given by all unsuccessful tenderers shall be refunded after of award of work/ after offer validity period.
II. EMD shall not carry any interest.
III. EMD of successful tenderer will be retained as part of Security Deposit.
- 13) The price bid cover shall contain price bid document in prescribed format **duly filled & signed by the tenderer** in all the pages. Care should be taken to fill the price bid without any overwriting & correction. Correction, if any, shall be duly attested by the Bidders concerned.
- 14) Clarification if any can be obtained from the Engineer / Contracts/ M&S, BHEL, Trichy.
- 15) The complete Technical bid and price bid along with requisite **EMD of ₹ 21,552.00/-** shall reach the office of the undersigned on or before **27/10/2020** at 14.00 Hrs.
- 16) The Technical bid will be opened on the same day at 14.30 hrs. In case of opening day falls on holiday or happened to be declared as a holiday the due date of receipt of offers and opening of the tender shall automatically fall on the same timing of the next working day unless intimated otherwise. Date and time of opening of the Price Bid shall be intimated only to the bidders those who have qualified after evaluation of the Technical bid. You / Your authorized representative may participate in the tender opening.

Encl:

- 1) NIT – Notice Inviting tender (Consists of Preamble, Technical Bid & Price bid Schedule)
- 2) CA certificate – Sample Format



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PQC & TECHNICAL BID

NAME OF WORK: Engagement of operational services for BHEL Owned Front End Loader required for coal handling operation at Producer Gas plant, BHEL Trichy.

Ref: Enquiry no: 9242000021; dt. 05/10/2020; Due dt. 27/10/2020, 14.00 Hrs.

PRE-QUALIFICATION CRITERIA

The following eligibility criteria shall be complied to fulfill the Technical bid:

Sl.No	Description	Vendor to confirm
1	The bidder should have previous experience in the field of work mentioned below: The vendor should have executed atleast one contract in any field (like Transport/Material handling/Civil work/Coal handling Operations) involving Supply of drivers or any other driver supply related contract for State/Central Govt. or under takings or any private firms in the last five years (as on tender date). Necessary work order copies (atleast one) has to be submitted along with the offer as proof for the above requirement. Experience proof from other than BHEL-Trichy shall contain work order copy along with Form 26AS / TDS certificate / bank statement for payment from the organisation. Otherwise the offer shall be rejected.	
2	The vendor should provide details of minimum three (3 Nos) drivers having valid driving license for driving heavy vehicles (other than LMV)/back hoe loader along with badge number. (Vendor to Note: BHEL has Back hoe loader(Front end loader) of Make: ACE/Model: AX 130 or Make: Tata John Deere/Model: JD 315V)	
3	Name and contact details like E-mail, Phone number, Fax no, etc. of the customer/ company where the maintenance contract is executed. Bidder to give details.	
4	(i) BHEL Vendor code (if applicable) - (ii) PAN Number (Copy to be Enclosed) – (iii) GST registration Number (Copy to be Enclosed) – (iv) Mobile number (Which is linked to GST registration Number) – (v) Email id (Which is linked to GST registration Number) – (vi) HSN/SAC Code - Offer will be entertained only if the bidder submit the details as above & has a valid GST registration no. If any specific exemption is available, a declaration with due supporting documents need to be furnished for considering the offer. Otherwise the offer shall be rejected.	
5	Acceptance for Scope of Work as per the Enquiry.	
6	Acceptance for All Terms & Conditions as per the Enquiry; viz. Safety, LD/Penalty, Risk Purchase, Suspension of Contract, Indemnity, BHEL Fraud Prevention Policy, etc. as given in "General Terms & Conditions".	
7	Bidder to specify applicable GST in percentage	
8	BHEL may verify the information provided by vendor. In case the information provided by vendor is found to be false / incorrect, the offer shall be rejected. Bidder to confirm.	



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SCOPE OF WORK

NAME OF WORK: **Engagement of operational services for BHEL Owned Front End Loader required for coal handling operation at Producer Gas plant, BHEL Trichy..**

Ref: Enquiry no: 9242000021; dt. 05/10/2020; Due dt. 27/10/2020, 14.00 Hrs.

Sl. No	SCOPE OF WORK	Qty
10/10	Operational Services for coal handling	1083 CY
	TECHNICAL SPECIFICATION; Carrying out Coal Handling Operation in round the clock basis using BHEL owned Front end loader (Make: ACE/Model: AX 130 or Make: Tata John Deere/Model:JD 315V); Scope of Work: 1) Carrying out Coal Handling Operation in round the clock basis using BHEL owned Front end loader (Make:ACE/Model: AX 130 or Make: Tata John Deere/Model:JD 315V) by engaging the skilled operators/drivers at Producer Gas(PG) Plant,BHEL Trichy. The contract period is One year. 2)Activities to be carried out on day to day basis are as follows; a) Loading / Collection of raw coal from coal yard and un loading into main coal bunker for filling of 14 m PG Generator coal bunkers. b) Loading / Collection of coal rejects from the coal reject conveyor area and unloading the same in coal reject storage area of Producer Gas Plant at the area shown by Gas Plant in charge. c)Collection of oversized coal from the coal vibrator screen area and unloading of main coal bunker. d)Collection of shale and stone accumulated near the main coal bunker and unloading at the area shown by Gas Plant incharge. e) Loading / Collection of coal from coal yard and un loading into main coal bunker for stacking of Sized coal. f) Collection of sized coal from coal yard and un loading into mini coal bunker on need basis. g)Collection of clinkers from the ashpit area and unloading near the mini coal bunker area on need basis. h)Spreading of stacked coal/stacked coal dust in the coal yard to maintain the stack height within 2.5 metre and to put off fire if it occurs on need basis. i)Any other works as per BHEL requirement including diesel refilling is also to be carried out by the contractor as per the instruction of Gas Plant incharge for which no additional payment will be made. 3)Coal handling work using the BHEL owned Front End Loader shall be done in a day as per the following Shifts.Each shift of coal handling work comprises of one cycle; i) A Shift - 06:00 am to 02:00 pm	

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	ii)B Shift - 02:00 pm to 10:00 pm iii)C Shift - 10:00 pm to 06:00 am iv)G Shift - 08:00 am to 04:30 pm V) N Shift - 04:30 pm to 01:00 am 3a)Normally operational services for coal handling will be carried out in A/B/C Shifts based on present requirement of coal. However the requirement of shift for operational services will be decided based on coal requirement for operation of Producer Gas Plant and the same will be intimated one day in advance through email/sms to the contractor by Gas services incharge. 4)Payment shall be made on number of Cycles basis for each Month. One Cycle involves carrying out coal handling activities as specified above for each of the scheduled shift. 5)In general, the coal handling work shall be required on all days including holidays and Sundays except Four National Holidays (Republic Day, May Day, Independence Day, Gandhi Jayanthi). 6)The above coal handling works should be carried out as per instruction of Gas plant incharge. 7) Consumables like diesel,spares,lubricants etc required for BHEL owned front end loader shall be supplied by BHEL at free of cost. Maintenance of the BHEL owned front end loaders is in the scope of BHEL. 8)The log sheet register for day-to-day work executed and operating hours should be maintained by the contractor and the signature should be obtained from the Gas Plant incharge on daily basis. 9)No separate amount will be claimed/paid for stacking of sized coal and handling of coal rejects/any other works carried out within specified operating hours in one cycle. 10) The quoted rate per cycle shall be firm throughout the contract period. The quoted rate per cycle is to be exclusive of GST. The contract period is One Year. 11) At any point of time, absentism of the operational services is not permitted. In case of absentism for one cycle(shift) due to any reason(not attributed to BHEL), BHEL will explore the alternatives at the contractor's risk and Penalty equal to actual cost incurred by BHEL plus Rs.250/- per cycle(shift) will be imposed on the contractor.	
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	12) Contractor has to ensure the skilled operators/drivers for the driving Back hoe loader/Front end loader for coal handling operations. 13) If any damage/defect found due to wrong operation/malfunction of operator, the repair cost shall be recovered from the contractors running bill. BHEL decision is final in this. 14) Operators engaged by the contractor shall have valid driving license for driving heavy vehicles/transport vehicles/back hoe loader(Front end loader of Make: ACE/Model: AX 130 or Make: Tata John Deere/Model:JD 315V) along with badge number 15) Operator should have good Vision and medical certificate to be produced before start of work. 16) The operators/driver engaged under this contract should not be permitted to stay inside the BHEL Complex after completing their day's work. 17)It should be ensured that the contract workers do not smoke, carry matches, lighters, spark producing devices or keep naked flame in coal handling area ,Gas-line, valves and any other equipment connected with the gas distribution system or in areas with explosion/fire hazards and they shall not cook food with stove etc. 18)The contractor shall provide their employees with Personal Protective equipment such as safety shoe, hand glove, helmet etc. and shall comply all safety regulations under Factories Act. 19)While transporting/ handling of the coal/ rejects it should be ensured by the contractor that loading and unloading are in proper as per safety standards established by BHEL, so as not to cause safety hazards. 20)Location of work shall be PG Plant/HPBP complex or any other area within HPBP Complex as per work requirement.	
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GENERAL TERMS AND CONDITIONS FOR M&S MECHANICAL CONTRACTS

1) SAFETY:

- a) Safety precautions have to be ensured by the Contractor Depending on the work. Necessary work permit system and personal protective equipment's (PPE) such as electrical resistance rubber gloves, helmet, spectacle goggles, safety shoes, safety belt, etc. as applicable to Mechanical works should be adhered while carrying out the work.
- b) PPES for appropriate trade job has to be ensured by the contractor at the job site at all times.
- c) The work nature may demand working at heights and/or at depth areas. Hence all staff members must be of sound Physical and Mental Health who can complete the job without harming himself and others.
- d) In case any employee found incompetent to carry out the work as stated above/ misbehaving others/ consumed alcohol, he shall be sent out of the factory and the contractor has to arrange alternate manpower immediately. Else the day shall be marked absent.

2) Before quoting the bidders may inspect the site of work and its environments and be well acquainted with the actual working and other relevant conditions, position of materials and labour. Tenderers are also requested to go through General -Terms & conditions, Special -Terms & conditions of Contract, Scope of work, Technical Terms & Conditions, drawings and specifications and all other documents which form part of the agreement to be entered into.

3) TENDERING CONDITIONS:

- a) The Bidders shall submit the offer in **TWO PART BID SYSTEM** (Part -I & II) along with EMD as indicated below which shall be sealed in ONE OUTER ENVELOPE.
- b) Envelope I- This sealed envelope should contain all the copies of technical bid together with un-priced commercial bid. This envelope should be clearly marked "Part I - Technical and commercial bid", indicating Enquiry No., Due Date and Address & Reference of the Bidder. Envelope I should contain sealed EMD cover indicating the enquiry detail.
- c) Envelope II - This sealed envelope should contain price details. This envelope should be clearly marked as - "Part -II Price bid", indicating Enquiry No., Due Date and Address & Reference of the Bidder.
- d) Envelope III - This sealed envelope should contain requisite **EMD**. This envelope should be clearly marked as - "EMD COVER", indicating Enquiry No., Due Date and Address & Reference of the Bidder.
- e) All the three envelopes shall be put in one cover, duly sealed, super scribing as offer for Enquiry No., and due date of opening, Name of the work and the address and reference of the Bidder.
- f) The offer should reach this office on or before the due date by 14.00 Hrs. (IST). Late offers will not be considered.
- g) Tender should not be addressed to any Individual's name but only by designation to:

THE DEPUTY MANAGER
MAINTENANCE & SERVICES / CONTRACTS, 2&4 BUILDING,
BHARAT HEAVY ELECTRICALS LIMITED, HPBP, TIRUCHIRAPALLI
TAMIL NADU, INDIA - 620 014.

h) All entries in Tender documents shall be clearly written in one ink or typed. Tenders should be FREE FROM CORRECTION AND ERASURES, Corrections if any, must be attested. All amounts shall be indicated both in words as well as in figures. Where there is difference between amount quoted in words and figures, amount quoted in words shall prevail.

- i) Offers should be in ENGLISH and accompanied by detailed Point to point confirmation of the scope of work.

4) OPENING OF TENDERS:

- a) The Part I - Technical & un-priced commercial bid and EMD Cover alone would be opened on the Tender opening date (as mentioned in the enquiry) by 14.30Hrs(IST).
- b) The Part II - Price bid of technically suitable Bidders alone would be opened. The Technically Suitable Bidders would be informed about the Price bid opening date.
- c) Clarifications if any required by BHEL for Technical evaluation would be sought from Bidders before opening of Part II - price bid.

5. GST:

- a) Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration No (GSTIN) which should be clearly mentioned in the offer. If the dealer is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer. Dealers under composition scheme should declare that he is a composition dealer supported by the screen shot taken from GST portal. The dealer has to submit necessary

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documents if there is any change in status under GST.

b) Supplier shall mention their GSTIN in all their invoices (incl. credit Notes, Debit Notes) and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No. which is linked/uploaded in GSTN network shall be clearly indicated), Billed to party (with GSTIN) & Shipped to party details, item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, Place of Supply etc.

c) All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).

d) Invoices will be processed only upon completion of statutory requirement and further subject to following:

(i) Vendor declaring such invoice in Form GST ANX-1

(ii) Receipt of Goods or Services and Tax invoice by BHEL

e) As the continuous uploading of tax invoices in GSTN portal (in GST ANX-1) is available for all (i.e. both Small & Large) tax payers under proposed new GST Return System, all invoices raised on BHEL may be uploaded immediately in GST portal on despatch of material /rendering of services. The supplier shall ensure availability of Invoice in GST portal before submission of invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's GST ANX-2).

f) In case of discrepancy in the data uploaded by the supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month informed by BHEL.

g) In cases where invoice details have been uploaded by the vendor but failed to remit the GST amount to GST Department (Form PMT-08 or Form GST RET-01 to be submitted) within stipulated time, then GST paid on the invoices pertaining to the month for which GST return not filed by the vendor will be recovered from the vendor along with the applicable interest (currently 24% p.a) and all subsequent bills of the vendor will not be processed till filing of the GST return by the vendor

h) In case GST credit is denied to BHEL due to non-receipt or delayed receipt of goods and/ or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount claimed in the invoice shall be disallowed to the vendor.

i) Where any GST liability arising on BHEL under Reverse Charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the vendor.

j) Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contracts. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Tax Invoice will be issued by BHEL indicating the respective supply invoice number.

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

6. LD/ PENALTY CLAUSE:

At any point of time, absenteeism of the operational services is not permitted. In case of absenteeism for one cycle(shift) due to any reason(not attributed to BHEL), BHEL will explore the alternatives at the contractor's risk and Penalty equal to actual cost incurred by BHEL plus Rs.250/- per cycle(shift) will be imposed on the contractor

7. Successful bidders have to submit filled forms forwarded by BHEL HR, i.e. Form-III & Form-VII (shall be given with WO copy) & submit to ALC, Pondicherry for License before commencement of work.

8. RISK PURCHASE:

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

The decision of BHEL with regard to the actual losses / consequential expenditures(with 5% over heads) incurred by BHEL shall be final and binding on the Tenderer / Contractor.

9. SUSPENSION OF CONTRACT:

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In the event of non-completion of contract/ un-satisfactory performance reported by the area Executive, resulting in cascading of events leading to impact in a negative way on financial/ safety/ procedures of various sections/ departments, the contract shall be terminated immediately with intimation and action shall be taken against the contractor as per the extant 'Guidelines for Suspension of business dealings with Suppliers/ Contractors'.

10. INDEMNITY:

The Contractor shall have to indemnify BHEL against all claims for injury or damage to any person or property caused by his negligence or negligence of his employees whilst in BHEL premises / sites.

11. BHEL 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> & shall immediately bring to notice of BHEL management about any fraud/ suspected fraud as soon as it comes to their notice.

12. PF,ESI:

The workmen of contractor should be covered under PF, ESI

13. DAMAGE & LOSS TO PRIVATE PROPERTY & INJURY TO WORKMEN

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

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

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

14. ARBITRATION & CONCILIATION: -

(a) Except as provided elsewhere in this Agreement, 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 Agreement ; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Agreement ; or , in any manner touching upon the Agreement, then, either Party may , by a notice in writing to other Party refer such dispute or difference to sole arbitration of an arbitrator appointed by Head of the BHEL Units/Region/Division issuing the Agreement.

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

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

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

(e) Subject to arbitration in terms of clause 28 above, the Courts at Trichy Tamil Nadu shall have exclusive jurisdiction over any matter arising out of or in connection with this Agreement.

(f) Notwithstanding the existence or any dispute or difference and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligation under this Contract with due diligence

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and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.

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

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

15. PAYMENT THROUGH BANK:-

The contractor should remit the salary/wages for their workmen only through Bank. Monthly clearance will be given in respect of all contractors, if only the salary/ wages to the workmen has been remitted through the bank account of the contract workmen. The relevant Bank statement/proof for Bank payment should be produced along with PF and ESI challans to Welfare Section every month

16. TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR:

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

17. Force Majeure Clause:

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

18. PROVISION FOR MICRO & SMALL ENTERPRISES (MSE) SUPPLIERS: No splitting is envisaged in the tender other than for MSE reservation:

a) In case L1 is MSE bidder, 100% of the work will be awarded on the L1 bidder.

b) If L1 is non-MSE: 100 % work will be counter offered to eligible MSE bidder quoting within the price band of L1+15% as per order of ranking and to match the L1 rate. In case none of the eligible MSE bidders accepts the counter offered L1 rate, then 100% ordering will be made on L1 bidder.

19. IMPORTANT NOTE:

BHEL reserves the right to short close this work with one-month advance notice due to administrative reasons. BHEL's decision in this regard is final. Under such circumstances payment will be made for on pro rata basis for the service rendered out up to the period.

Sign & Seal of Contractor



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Organization

BHARAT HEAVY ELECTRICALS LIMITED

High Pressure Boiler Plant, Tiruchirappalli- 620014

Maintenance & Services Dept. (FB)

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COMMERCIAL TERMS AND CONDITIONS FOR M&S MECHANICAL CONTRACTS

- 1) Payment shall be made on number of Cycles basis for each Month. One Cycle involves carrying out coal handling activities as specified above for each of the scheduled shift.
- 2) Attendance register should be maintained.
- 3) Payment of **EMD** should be done in the methods given in Spl. Instructions, sl.no.1, page-1 of the NIT.
- 4) Mode of Payment of **Security Deposit**:
 - a) **Bank Guarantee** from Scheduled Banks/ Public Financial Institutions as per Companies Act. Bank Guarantee format should have approval of BHEL or
 - b) **Local Cheques** of Scheduled Banks (subject to realization)/ **Pay Order/ DD/ Electronic Fund Transfer** in favour of BHEL or
 - c) **Fixed Deposit Receipt (FDR)** issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies act (FDR should be in the name of the Contractor, a/c BHEL) or
 - d) **Securities available from Indian Post Offices**, i.e. National Savings Certificates, Kisan Vikas Patras, etc. (held in the name of Contractor furnishing the security & duly endorsed/ pledged, as applicable, in favour of BHEL). While making such payment, Enquiry number should be mentioned in Remark column.
- 5) **Procedure to remit money to BHEL Trichy's Account (e-Collect Mode):**
 Login to : <https://www.onlinesbi.com/prelogin/icollecthome.htm?corpID=574693>
 - a) Accept the terms & conditions, click "PROCEED".
 - b) Select State "TAMILNADU" and Institution type "INDUSTRY". Select "BHEL TRICHY" under "INDUSTRY".
 - c) In the next page, select APPROPRIATE category, fill details correctly & click "SUBMIT".
 - d) If all details entered are correctly populated, click "CONFIRM" to proceed.
 - e) Make payment as per your convenience. (Options available are payment of fees through **SBI Net Banking, State Bank ATM cum Debit Cards / Other Bank Debit / Credit Cards and through SBI Branches**).
 - f) SAVE & Keep the copy of receipt for future reference.
- 6) EMD & SD amount shall not carry any interest.
- 7) Security Deposit shall be furnished by the successful vendor to the total contract value before starting the work. 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.
- 8) **SD is forfeited** in case of any failure in execution of the contract or due to any shortcomings observed in the documentation furnished earlier for getting qualified or in case the Contractor is banned. GST will be charged on the EMD/SD amount forfeited from the bidder at the applicable rates. GST tax Invoice will be issued to the vendor on receipt/recovery of GST amount from the vendor
- 9) An additional payment as per circular ref. BHEL: HR: W: EW, dt.08.04.2014 is to be paid to the contract workmen as below, over and above the minimum wages prescribed by the government of Tamil Nadu:

Unskilled	- Rs.3200/-
Semiskilled	- Rs.3700/-
Skilled	- Rs.4100/-
- 10) Bonus @ 8.33 % to workmen to be paid.
- 11) **Rate should be quoted as per price bid format.**
- 12) The rate that is offered should be comprehensive and no separate charges will be made towards expenses like travel, boarding & lodging.
- 13) GST not to be included in quoted rate & to mention separately as percentage. Other taxes, if any, are inclusive.
- 14) Tax deduction will be made from every bill at the prevailing rate as per the Government rule and regulation from time to time.
- 15) In the course of evaluation if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders. Incase 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 bidder(s) or their representative(s). Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.

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PART-I (No Deviation Certificate)

ANNEXURE-II

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

Name of Works: Engagement of operational services for BHEL Owned Front End Loader required for coal handling operation at Producer Gas plant, BHEL Trichy.

Ref: Enquiry no: 9242000021; dt. 05/10/2020; Due dt. 27/10/2020, 14.00 Hrs.

I/We M/s.

..... have read and clearly understood all the Terms and conditions in Tender Schedule of and accordingly accept the same without any deviation what so ever.

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

(Contractor Signature with Seal)

Sign & Seal of Contractor



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SCHEDULE FOR PRICE BID

NAME OF WORK: **Engagement of operational services for BHEL Owned Front End Loader required for coal handling operation at Producer Gas plant, BHEL Trichy.**

Ref: Enquiry no: 9242000021; dt. 05/10/2020; Due dt. 27/10/2020, 14.00 Hrs.

Sl. No	SCOPE OF WORK	Estimated Qty	UoM	Rate per cycle (in Figures & Words)	VALUE
10/10	Operational Services for coal handling	1083	CY		-NA-

- ❖ Value= Qty. x Rate per cycle. This will be calculated by BHEL.
- ❖ Rate should be quoted without GST.
- ❖ GST not to be included in the quoted rate & to be mentioned as a percentage separately.

Other taxes, if any, are inclusive

****Detailed scope of work and other terms and conditions are specified in the Technical Bid of the Tender.**

Sign & Seal of Contractor

Certificate by Chartered Accountant on Letter Head

This is to certify that M/s. _____ (hereinafter referred to as 'company') having its registered office at _____ is registered under MSMED Act 2006, (Entrepreneur Memorandum No (Part II)) _____ dt. _____, Category: (Micro/Small). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year _____ as per MSMED Act 2006 is as follows:

1. For Manufacturing Enterprises: Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No. S.O.1722(E) dated October 5, 2006):

₹ _____ Lacs

2. For Service Enterprises: Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act 2006):

₹ _____ Lacs

(Strike off whichever is not applicable)

The above investment of ₹ _____ Lacs is within permissible limit of ₹ _____ Lacs for _____ Micro / Small (Strike off which is not applicable) Category under MSMED Act 2006.

Or

The company has been graduated from its original category (Micro/Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

Name:

(Signature)

Membership number:

Seal of Chartered Accountant