



## BHARAT HEAVY ELECTRICALS LIMITED

(A Govt of India Undertaking)

High Pressure Boiler Plant, Tiruchirappalli – 620 014, Tamil Nadu  
Ph No.0431-2571519, 1579, e-mail: aitrc@bhel.in, website: www.bhel.com

### WORKS CONTRACTS MANAGEMENT DEPT.

#### TENDER NO. WCM / 20-21 / 4023E, dt. 08.07.2020

#### NOTICE INVITING e-TENDER (NIT)

SL	Description	Details
1	Scope of Work	Unloading of Free Issue Materials (FIM) by engaging mounted telescopic mobile crane (with required manpower) at NPCIL Stores, Mumbai
2	Quantity	As per Price Bid “Work / Rate Schedule”
3	Duration of Contract	Three months from the date of award of contract.
4	Last date of receipt of filled-in Tender / Offer	<b>10.00 a.m. on 20.07.2020</b>
5	Date & Time of opening of techno-commercial bid (Part-I)	<b>10.30 a.m. on 20.07.2020</b>
6	Date & Time of opening of Price Bids (Part-2)	The date / time of opening of Price Bids will be intimated to all the technically qualified vendors at a later date by BHEL.
7	Place of opening of Techno Commercial Bids (Part-I)	Online bid opening through e-Procurement Portal.
8	Tender Shall be addressed and submitted to	Online bid submission through e-Procurement Portal.
9	EMD	<b>₹ 4,000/-</b> EMD shall be exempted for MSE's (Micro & Small Enterprise), subject to production of supporting documents. Tender submitted by Non MSE bidders without EMD will be summarily rejected.

The tender documents comprise the following:-

**(I) This Covering letter** : **WCM / 20-21 / 4023E, dt. 08.07.2020**

**(II) Part-1 – Techno Commercial Bid**

- Annexure-T1 : Terms & conditions for finalizing the Contract
- Annexure-T2 : Terms & conditions for submitting the offers
- Annexure-T3 : Terms & conditions for operation of the Contract
- Annexure-T4 : General Terms & Conditions of the Contract
- Annexure-T5 : Safety Conditions
- Annexure-T6 : Operational Control Procedures
- Annexure-T7 : Pre-Qualification Requirements (PQRs)

**(III) Part-2 – Price Bid**

- Annexure-P1 : Price bid proforma

Date :  
Place:

Signature of the Bidder with seal  
(Authorized Signatory)

**Special Instructions to the bidders:**

- EMD should be submitted as per Part-I(A)/Prequalification Bid/EMD (including EMD waiver, if any). Techno-commercial bid will be considered only if the Part(A) / Prequalification Bid / EMD is valid. EMD in any other form and tender without EMD will be summarily rejected.
- Bidder should arrange for the EMD as specified in the tender. The original should be posted/couriered/given in person in a sealed cover super scribing 'Tender number/date/Part-I(A)/EMD' to the Tender Inviting Authority, within the bid submission date and time for the tender.
- In case of offline payments, the hardcopies of Earnest Money Deposit (EMD) document / DD / BG (if applicable) submitted to WCM / BHEL and the soft-copies uploaded at the time of online bid submission should be the same, otherwise the tender will be summarily rejected.
- Any deviation to this tender terms & conditions, and schedules of this tender will lead to total rejection of the offer submitted.
- Tenderer who have been suspended or black listed or issued with "Show Cause Notice" by BHEL, Tiruchirappalli -620014 or any other unit or GOI will not be allowed to participate in the tender, and bidder should declare the same in the tender. Even during the course of evaluation/ finalization of tender if it is found that some of the parties are black listed/ barred from business transaction/ under business hold, BHEL will not consider them for further participation in the tender.
- Should a tenderer find discrepancies or omissions in the tender documents, or should there be any doubt as to their meaning, he should at once address the authority inviting the tender, for clarification well before the due date, so as to submit his tender in time. No extension of time shall be given for submission of the tender on any account.
- Rates should be quoted as per the Work / Rate schedule (Price bid/Part –II). Rates quoted in any other form will not be accepted, and will be rejected.
- The tender documents must be signed physically / digitally by Director / Partner of the Firm or by the person holding the Power of Attorney on behalf of the Firm concerned. In the latter case, a copy of Power of Attorney, duly attested by a Notary Public must accompany the tender.
- If a tenderer deliberately gives wrong information in his tender or creates conditions favourable for the acceptance of his tender, the BHEL will reject such tender at any stage.
- Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
- Canvassing in any form in connection with tenders is strictly prohibited and the tenders submitted by the Contractors who resort to canvassing will be liable for rejection.
- Should a Tenderer's or a Contractor's or in the case of a firm or company of contractors/any of its shareholder's or shareholder's relative is employed in BHEL, the authority inviting the tenders shall be informed in writing of this fact at the time of submission of the tender, failing which the tender may be disqualified, or if such fact subsequently comes to light, the contract may be cancelled.
- The tender schedule, and the tender shall be deemed to form an integral part of the contract to be entered into for this work.
- Tender can be cancelled at any stage due to unavoidable circumstances.
- Kindly ensure that the total size of the scanned documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However, it shall be sole responsibility of bidder that the uploaded documents remain legible.
- Bidder are advised not to wait till the last minutes or last few seconds w.r.t tender closing time to submit their offer to avoid complications related with internet connectivity / network problem/ power failure etc.
- Bidders are advised take due care while quoting the technical and price bids forms in the e-procurement system. Bidders, those who tampers with tendering procedure affecting ordering process **or** misusing the technical information of the tender document **or** withdrawing their offer after price bid opening, will be penalized as per BHEL guidelines on suspension of business dealings with suppliers/ contractors. Abridged version of the guideline is available in [www.bhel.com](http://www.bhel.com).

Date :  
Place:

Signature of the Bidder with seal  
(Authorized Signatory)

- It is advised that all the documents to be submitted are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission.
- The bidder has to upload the scanned copy of all the mentioned original documents (in colour) during online bid-submission.

In case you are not in a position to submit the offer, please send letter suitably specifying the reasons thereof.

Sr. Engineer / WCM  
( Krishna Samad )

Date :  
Place:

Signature of the Bidder with seal  
(Authorized Signatory)

# **PART-1**

## **TECHNO-COMMERCIAL BID**

**TENDER NO. WCM / 20-21 / 4023E, dt. 08.07.2020**

Date :  
Place:

Signature of the Bidder with seal  
(Authorized Signatory)

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## **ANNEXURE-T1**

### **TERMS & CONDITIONS FOR FINALIZING THE CONTRACT**

#### **TENDER NO. WCM / 20-21 / 4023E, dt. 08.07.2020**

##### **1. METHOD OF EVALUATION OF PRICES**

- 1.1 BHEL will finalize the rates through paper price bid opening. Hence Tenderers are requested to give their best prices at the first instance itself.
- 1.2 BHEL would negotiate or re-float the Tender opened if L1 price is not the lowest acceptable price to them inter-alia other reasons.
- 1.3 Lowest prices received against BHEL Tenders need not be acceptable price to BHEL and in that case BHEL would not consider the same for award of Contract, despite the price being L1 in the Tender.
- 1.4 In the event of the final L1 prices are not reasonable / acceptable to BHEL; BHEL also may resort to short closure of this Tender

##### **2. RANKING**

- 2.1 Ranking of the vendor will be done on the basis of overall value.
- 2.2 The basic rates i.e. rates for bill including all taxes, duties, charges, costs, incidentals etc., excluding GST will be the basis for deciding the rank of the Bidder in the Rate schedules.
- 2.3 The lowest rate quoted by the Bidder will be identified as L1 Bidder and so on.
- 2.4 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.
- 2.5 In case more than one bidder happens to occupy 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).
- 2.6 Ranking will be done accordingly. BHEL decision in such situations shall be final and binding.

##### **3. NUMBER OF VENDORS REQUIRED FOR OPERATION**

- 3.1 1 vendor

##### **4. COUNTER OFFER**

- 4.1 Counter offer is not applicable as only one contractor required for operation. However, in case of L1 bidder happens to be non MSE and other than L1 bidder is MSE and quoted within the range of L1+15%, then counter offer will be given to and load will be distributed as per the Govt. norms prevailing.

## **ANNEXURE-T2**

### **TERMS & CONDITIONS FOR SUBMITTING THE OFFERS**

#### **TENDER NO. WCM / 20-21 / 4023E, dt. 08.07.2020**

##### **1. SIGNING THE TENDER DOCUMENTS**

1.1 The tender & all other connected documents shall be digitally / physically signed by the Authorized Signatory Only. Authorized signatory shall be the person holding 'power of attorney' on behalf of the firm/company/Bidder-concerned authorized/empowered, by MD or Board of Directors or authorized person, to act on behalf for the specific purpose of quoting Tender and all procedures connected with, till finalization and execution of the Contract.

##### **2. QUOTING OPTIONS**

2.1 Eligibility for participation against this tender

2.1.1 Contractors who have been presently put under Hold by BHEL Trichy or De-listed by BHEL Trichy or Banned by BHEL Trichy or any other BHEL unit / office are not eligible to participate in this Tendering process. Also Contractors on whom Show Cause Notice are served & banning action initiated by BHEL Trichy are not eligible to participate in this Tendering process. If any offer received from such Vendors will not be considered against this tender and will be rejected.

2.1.2 During the Tender finalization process also, if any bidder put under Hold by BHEL Trichy or De-Listed by BHEL Trichy or Banned by BHEL Trichy or any other BHEL unit / office, then the offer of such Vendors will be rejected and contract will be finalized without considering their offer.

2.2 Quoting option

2.2.1 This Tender covers **one** rate schedule.

2.2.2 **The Bidders must quote for all the Rate Schedules.**

2.3 Quoting best lowest rate and the sanctity of the L1 status

2.3.1 Quoting the lowest best rate is a must against this Tender. However, Vendors are required to understand that the lowest rate offered by them or accepted by them, as the case may be, should be honored throughout the tenure of the Contract. During the tenure of the Contract, if any such Vendor who have quoted/accepted the lowest rate, do not place the vehicle as per BHEL's requirements or shun away from doing business with BHEL on some pretext or other, and on whatsoever may be the reason, will be considered as a defaulter and that will purport to sabotaging the total Tendering process of BHEL. Hence BHEL will exercise their right in taking severe action under Contractual obligations including legal action against those Vendors.

##### **3. VALIDITY OF OFFERS**

3.1 The rates quoted shall be valid for acceptance for a minimum period of 120 days from the date of Tender opening. If bidders indulge in withdrawal of Tender or increasing the rates, within this validity period, BHEL will be entitled to forfeit the EMD paid automatically.

3.2 After price bid opening but before placement of LOI / Order, if any vendor withdraws his offer / varies it any manner within the validity period, BHEL will initiate suitable penal action against the bidder as per the guidelines of Suspension of Business Dealings with Suppliers / Contractors.

Date :  
Place:

Signature of the Bidder with seal  
(Authorized Signatory)

#### 4. SUBMISSION OF OFFERS

##### Part – 1A

- 4.1 Techno Commercial Bid consists of the documents Annexure T1 to T7 shall be duly digitally / physically signed & stamped by the bidder in all the pages and uploaded in EPS while submitting offer.
- 4.2 The copies of all the supporting documents uploaded in EPS may be SELF attested by the Bidder concerned.
- 4.3 All the required documents shall be filed in the same serial as per the format / column of the “Techno Commercial Bid”. All the pages shall be serially numbered on the right hand side top corner.

##### Part – 1B

- 4.4 All the copy of individual DDs and BGs (if applicable) for EMD shall be uploaded in EPS while submitting offer. MSE / NSIC Vendors shall upload notarized / attested copy of **UAM certificate (with latest CA certificate)** / Udyam Registration certificate (**with latest CA certificate**) / **NSIC Certificate / EM-II (with deemed validity – 5 years OR with CA certificate**). Also if EMD remitted through **SBI Collect**, then the **SBI Collect receipt** shall be uploaded in EPS.
- 4.5 Bidder should arrange for the EMD as specified in the tender. The original should be posted / couriered / given in person in a sealed cover super scribing ‘Tender number / date / Part-I(A) / EMD’ to the Tender Inviting Authority, within the bid submission date and time for the tender. In case of offline payments, the hardcopies of Earnest Money Deposit (EMD) document / DD / BG (if applicable) submitted to WCM / BHEL and the soft-copies uploaded at the time of online bid submission should be the same, otherwise the tender will be summarily rejected.

##### Part – 2

- 4.6 The price bids shall be uploaded in EPS while submitting offer.
- 4.7 Totally there will be two part bid viz., (i) Techno-Commercial Bid & EMD & (ii) Price Bid.

#### 5. OTHER CONDITIONS

- 5.1 While quoting their rates, the Bidders are advised to take into account the likely expenditure, taxes whatsoever, etc., excluding GST which are incidental for transit and in deploying the vehicles during the operation of Transport Contract.
- 5.2 The rates quoted in the schedules are applicable for the distances involved from the place of booking to the destination.
- 5.3 All entries in tender documents shall be clearly written in one ink or typed. All the corrections/cancellations/ insertions, if any, shall be duly attested by the Bidders concerned.
- 5.4 Rates should be quoted as per the Price Bid. Rates quoted in any other form will not be accepted and will be rejected.

Date :  
Place:

Signature of the Bidder with seal  
(Authorized Signatory)

- 5.5 If 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.
- 5.6 If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- 5.7 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 to (5.5) and (5.6) above.
- 5.8 If there is such discrepancy in an offer, the same will be conveyed to the bidder with target date up to 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.
- 5.9 Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
- 5.10 The tender shall fill in all the required particulars of the tender documents and also sign on each and every page of the tender documents before submitting their offer.
- 5.11 Should a Bidder find discrepancies or omissions in the tender documents or should there 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)
- 5.12 Conditional offers, offers which are incomplete or otherwise considered defective with respect to tender Terms & conditions and tenders not in accordance with the Terms & Conditions herein contained and the tenders not in original shall be rejected, out rightly, at any point of time during the evaluation process.
- 5.13 If a bidder deliberately gives wrong information in his offer or creates conditions favorable for the acceptance of his offer, the BHEL WILL REJECT SUCH OFFER AT ANY STAGE and take very severe action as per BHEL procedure/ guidelines/ practices.
- 5.14 Canvassing in any form, in connection with the tender is strictly prohibited and such tender are bound to be rejected. All information furnished is taken to be authentic by the Bidder for evaluation of offers. Should any information found to be incorrect subsequently, at any point of time, the LOI / Contract shall be rejected / terminated and the EMD / SD shall be forfeited and take very severe action as per BHEL procedure/ guidelines/ practices.
- 5.15 Should a Bidder's or a Contractor's or in the case of a firm or company of Bidder/any of its shareholder's or shareholder's relative is employed in BHEL, the authority inviting the Tenders shall be informed in writing of this fact at the time of submission of the tender, failing which the offer may be disqualified, or if such fact subsequently comes to light, the LOI / Contract may be cancelled.
- 5.16 The Tender schedule and the total Tender terms and Conditions shall be deemed to form an integral part of the Contract to be entered into for this work.

## 6. EMD SUBMITTED BY THE BIDDER WILL BE FORFEITED, IF

- 6.1 After opening the Tender, if the Tenderer revokes his Tender within the validity period or increases his earlier quoted rates.

Date :  
Place:

Signature of the Bidder with seal  
(Authorized Signatory)

- 6.2 The Tenderer does not commence the work within the period as per LOI /Contract, in case the LOI / Contract is silent in this regard, then it will be taken as - within 15 days / as communicated by the end user - after award of Contract.
- 6.3 After issuance of LOI by BHEL, if the Vendor fails to submit Security Deposit, fails to execute Contract Agreement, after award of Contract.

## 7. LAWS GOVERNING THE CONTRACT

- 7.1 The Contract to be operated complying with the following Acts / Rules and the Acts/Rules implemented / to be implemented by the Govt. of India regarding road transportation as amended up-to-date
  - 7.1.1 GST & E-Way Bill regulations
  - 7.1.2 The contract Labour (Regulation & Abolition) Act 1970 and the related Rules.
  - 7.1.3 The minimum wages Act 1948 and the related rules
  - 7.1.4 The payment of wages Act 1936 and the related rules.
  - 7.1.5 The Factories Act 1948 and related Tamil Nadu Rules.
  - 7.1.6 The Employees' Provident Fund & Miscellaneous provisions Act 1952.
  - 7.1.7 The Employees State Insurance Act 1948.
  - 7.1.8 Workmen Compensation Act 1923
  - 7.1.9 Payment of Bonus Act 1965
  - 7.1.10 Maternity Benefit Act, 1961
  - 7.1.11 Payment of Gratuity Act, 1972
  - 7.1.12 Inter-State Migrant Workmen (Regulation of Employment & Conditions of Service) Act, 1979
  - 7.1.13 Equal Remuneration Act, 1976
  - 7.1.14 Industrial Employment (Standing Order) Act, 1960 (In case of engaging 100 or more workmen)
  - 7.1.15 The Industrial Disputes Act 1947

and any other law, or modifications to the above or to the rules made there under from time to time.

- 7.2 The vendor should ensure to comply with Rules and Regulations and notifications issued by various State Governments in this regard, from time to time.
- 7.3 Vendor should ensure that overloading is absolutely avoided.
- 7.4 The vendor should ensure that they comply with the orders and guidelines issued by Hon'ble Supreme Court, with regard to the handling of consignments so as to ensure safety of not only themselves / cranes but also others.
- 7.5 The Contractor is responsible for any cost, either explicit or implied payable and penalty levied by State/central Governments. All costs relating to the ownership of the crane should be borne by the Contractor.
- 7.6 The Contractor shall be held responsible for any damage or loss to the company's property that may be caused by their crane or staff in the working place and the loss shall be recovered from the Contractor. BHEL, Trichy is not responsible for any injuries to the Contractor's personnel at the working place.

## 8. REGISTERS AND RECORDS:

- 8.1 The contractor shall maintain necessary documents/ Formats and Registers and submit returns as required under the Contract Labour (Regulation and Abolition) Act 1970 periodically to BHEL Management and to the Licensing Authority.

Date :  
Place:

Signature of the Bidder with seal  
(Authorized Signatory)

8.2 All registers and records shall be preserved in original for a period of three years. All the registers, records and notice maintained under the Act and rules shall be produced on demand by inspector or any authority under The Act.

## 9. WORKING CONDITIONS:

9.1 The contractor shall provide all safety devices and personal protective equipment to his workmen at his own cost and shall ensure that his workmen wear / use such device or equipment provided to them while doing the work and there should not be any relaxation on this.

9.2 The contractor shall ensure that his workmen vacate the premises after shift is over.

9.3 The Contractor should bring contract labour to BHEL premises at his/her own cost, risk and execute the work allotted to him in BHEL premises. All safety equipment's to the workmen, safety rules & regulations are to be followed as per BHEL's Safety Rules & Regulations.

9.4 BHEL will no way be responsible for any loss of life or any injury caused to any of the contractors or their crew while executing the above work at BHEL premises.

## 10. NOTICES OF ACCIDENTS

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

10.2 The contractor shall get the contract labour engaged by him insured under workmen's compensation policy from General Insurance Corporation of India before actually starting the work of contract. The Insurance Coverage should be for the entire period of contract. The contractor shall comply with the provisions of the Workmen's Compensation Act 1923. (This should be read in connection with the provisions of ESI Act.)

## 11. COVERAGE UNDER THE ESI / PF ACT MISCELLANEOUS PROVISIONS ACT:

11.1 The contractor shall ensure that all his workmen are covered under the Employee's State Insurance Act and produce to BHEL such Registration number/ Enrolment Number before executing the contract work.

11.2 The contractor shall regularly pay the amount by contribution i.e., employers contribution as well as employee's contribution in pursuance of the above scheme as fixed from time to time.

11.3 The contractor shall ensure that his workmen are covered the PF & miscellaneous provisions Act 1952 and accordingly produce to the BHEL Management the Registration / Enrolment number before awarding of contract work.

11.4 The Contractor shall within seven days of the close of every month submit to BHEL a statement showing the amount of contribution payable / paid for employees engaged by him or through him and shall also furnish to BHEL such information, as Principal Employer is required to furnish under the provisions of the ESI Act PF as well as the schemes made there under to the authorities concerned.

Date :  
Place:

Signature of the Bidder with seal  
(Authorized Signatory)

- 11.5 Whenever any sum of money is found to be recoverable from or payable by the contractor, the same shall be deducted from any sum that may be due or which at any time thereafter may become due to the contractor under this contract or under any other contract or from his security deposit. In case the recoveries are not sufficient to satisfy the claims, the contractor shall pay the balance thereof on demand. In case any recoveries are made under this clause from the security deposit, the contractor shall immediately thereafter pay such further sum as may be required to replenish the shortage caused by such recoveries in the amount of security deposit.
- 11.6 In case of non-compliance of the provisions of the Acts and in case BHEL having complied with the same BHEL will be entitled to recover the same from the contractor / sub-contractor.
- 11.7 The contractor shall abide by all the labour and other laws applicable to contract labour / worker under this contract and shall at all-time keep BHEL Indemnified against all losses, claims, prosecutions under any law.
- 11.8 Non exercise of any of the powers or rights available under any law, shall not in any way operate as waiver thereof.

Date :  
Place:

Signature of the Bidder with seal  
(Authorized Signatory)

## **ANNEXURE-T3**

### **TENDER NO. WCM / 20-21 / 4023E, dt. 08.07.2020**

#### **TERMS AND CONDITIONS FOR OPERATION OF THE CONTRACT**

##### **1. TENURE OF CONTRACT**

- 1.1 The duration of the contract will be three months from the date of award of contract..
- 1.2 The work should be completed within the contract validity.
- 1.3 One or more extensions of the Contract may be done with mutual agreement between BHEL, Trichy and the contractors. Such agreements shall be based on acceptance of the lowest rates and terms & conditions of the corresponding Contract.

##### **2. TYPE OF CRANE TO BE PLACED**

- 2.1 Max size of the shell to be lifted- Approx. OD 3550mm, thickness 120mm and length 3500mm.
- 2.2 Mounted telescopic mobile crane for lifting the maximum weight of 45 MT.
- 2.3 Mobile crane to be accompanied by operator and crew members to carry out the unloading activity.
- 2.4 All lifting tackles (rope sling/ belt sling, etc.) and accessories are required along with the crane for unloading of shells.
- 2.5 Crane should have valid competent authority certificate as per Factories Act.
- 2.6 Crane should have valid RC book, insurance, PUC certificate etc.
- 2.7 The operator shall have suitable license for operating the crane.

Annexure I List of Shells to be unloaded at NPCIL Stores Mumbai			
Sl no	Material grade	Material description	Weight (kg)
1	20MnMoNi55	OD 3500 t 120mm, L 3500mm	40,000
2	20MnMoNi55	OD 3500 t 71.5mm, L 3200mm	20,000
3	20MnMoNi55	OD 3500 t 71.5mm, L 3200mm	20,000
4	20MnMoNi55	OD 3500 t 71.5mm, L 3200mm	20,000
Grand Total			1,00,000

##### **3. LOADING AND UNLOADING**

- 3.1 Unloading is the responsibility of the Contractor. Loading is the responsibility of consignor or consignee at BHEL / Vendors / Sub-Contractors / Sites and will be taken care by the respective Agency.

##### **4. TAXES AND DUTIES**

- 4.1 The rates agreed shall be inclusive of all charges such as Surcharge, Hamali, Statutory charges, Goods Tax, etc., **except GST** and no extra claim whatsoever shall arise on any account over and above the accepted rates during the currency of Contract will be entertained.
- 4.2 Hence while quoting their rates, the Bidders are advised to take into account the likely expenditure, taxes what so ever, etc., excluding GST

Date :  
Place:

Signature of the Bidder with seal  
(Authorized Signatory)

## 5. GST:

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

Date :  
Place:

Signature of the Bidder with seal  
(Authorized Signatory)

- 5.10 Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contracts. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Tax Invoice will be issued by BHEL indicating the respective supply invoice number.
- 5.11 GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 – Central Tax dated 13.09.2018. GST TDS certificate which will be generated in GST portal subsequent to vendor accepting the TDS deduction in the GST portal, will be issued to the vendor.
- 5.12 GST is also applicable for all penalties and same will be recovered from defaulted contractor.
- 5.12.1 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.

## 6. PENLATY

- 6.1 The communication for arriving of vehicle at unloading point will be given by the concerned end user well in advance. In case the vehicle will not be unloaded by the vendor within 5 days from the date of arriving of vehicle, a penalty of ₹ 2000/- per day will be levied from the 6<sup>th</sup> day onwards. This penalty can be wived off by the end user (not below the rank of DGM) on case to case basis.
- 6.2 If the vehicle will reach on Sunday / public holiday, the counting of free period (days) will be started from the new working day.

## 7. RISK PURCHASE

- 7.1 In the event of any successful Tenderer's failure to fulfill any of the tender / Contract obligations including non-completion of job as per Contract / Agreement, BHEL may entrust the job to an alternate vendor and get it completed to meet the BHEL requirement and additional expenditure, if any, including consequential cost viz., demurrage etc., will be fully recovered from the Contractor who failed to complete the job in line with the Contract.
- 7.2 The decision of BHEL with regard to the actual losses / consequential expenditure incurred by BHEL shall be final and binding on the Contractor. Also 5% overhead charges is also to be added in addition to extra expenditure to BHEL

## 8. BILLS & PAYMENT

- 8.1 Based on the documentary evidence with proper certification from the area In-charge/Authorized Executive of NPCIL, the claim for bill will be considered by BHEL and will be paid.
- 8.2 Time of Submission of bills
- 8.2.1 Bills will be submitted **within one month immediately after delivery with proper acknowledgements and there should not be delay for more than one month.**
- 8.2.2 However, BHEL will not honour such claims after a period of six months on expiry of the Contract unless substantiated with valid reasons for delayed submission of the bills.
- 8.2.3 **Right of acceptance of such claims is with BHEL. Condonation for delay in this respect will require the approval of BHEL Officials not below the rank of DGM / Commercial / Logistics / MM concerned / end user.**

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8.3 Mode of Payment

- 8.3.1 All payments to be made to the Vendor, shall be through NEFT (National Electronic Fund Transfer / RTGS (Real Time Gross Settlement) within reasonable time, say after 45 days, after receipt of the bill along with consignee's acknowledgement.
- 8.3.2 Wherever applicable payments to be made to the Contractor, under this Contract shall also be by "CHEQUE" crossed "A/C PAYEE ONLY" within a reasonable time say after 45 days, after receipt of the bill along with consignee's acknowledgement.

**9. TRANSIT CONDITIONS / TRAFFIC REGULATIONS & REQUIREMENTS:**

- 9.1 The vendor will operate their crane entirely at their own risk and BHEL shall not be held responsible for any damage to the crane while on the company's/customer's work or when parked in or around the company's/ customer's or any other premises.
- 9.2 The vendor will make their own arrangements for proper parking of their vehicles overnight / during detention in company's/customer's premises or any other premises.
- 9.3 The vendor will ensure that all crane used for the handling of consignments under this contracts are covered by a comprehensive insurance policy. Under no circumstance shall the company be liable to compensate them for any loss or damage that may be caused to the crane while engaged in the discharge of the Vendor's obligations under this contract.
- 9.4 It shall be the responsibility of the vendor to provide at his cost trained and licensed personnel for operating the crane.
- 9.5 The vendor shall ensure placing crane of suitable category, capacity and quality. Overloading on the crane will not be permitted under whatsoever may be the reasons / conditions.
- 9.6 Proper loading and lashing of the consignments in most secured manner shall be done keeping in view extant government regulations and constraints for safe handling of consignments.
- 9.7 Vendor shall make aware concerned operator/staff about the danger related to handling of hazardous/ODC lifting, and tilting of such consignments.
- 9.8 Vendor shall ensure that Motor Vehicle Act 1989 (as amended up to date) is strictly followed as applicable. Vehicles must carry up to date fitness, road permit, insurance and related documents/ certificates.
- 9.9 All operators/concerned staff related to the handling activities under this contract should be well aware about material safety, data sheet etc. and well conversant with the environmental impact arising from the specified activities pertaining to use of fuels, lube oils, its spillage and disposal of various harmful items used in automotive vehicles.
- 9.10 Vendors shall follow all necessary instructions relating to ISO-14001 and OHSAS 18001 obligations for environmental safety and occupational Health Safety

**10. PROTECTION / SAFETY OF CONSIGNMENT DURING TRANSIT:**

To ensure safe transit, the consignment loading shall be done by the vendor at loading area. The Vendor shall ensure: -

- 10.1 Placement of crane(s) as per requirement & contract and vehicles of good and roadworthy conditions having all welded structures and joints of vehicle chassis in sound condition.

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- 10.2 That good quality lashing ropes in sufficient numbers (Minimum 4 to 6 Nos.), with suitable length and diameters and other items required to accompany the vehicle so as to securely lash the consignment as per lashing scheme to be provided /explained by BHEL unit to ensure its safer transit in the same condition and same vehicle. Whenever explicitly mentioned by BHEL.
- 10.3 To protect the consignments from rains in warranting situations, Vendors shall ensure Tarpaulin covering to the consignments.
- 10.4 Compliance of all the safety precautions and other instructions required in road transportation e.g. red flags/lamps; pilot, escort etc. as may be required shall be the responsibility of the Vendor.
- 10.5 Lashing to be proper and safe. The Vendor to check the same and to be satisfied before departing from work premises.
- 10.6 Complaints of unsatisfactory packing or lashing will not be entertained after the vehicle has departed from the loading point.

## **11. SAFETY OF CONSIGNMENT:**

- 11.1 The Vendor shall be solely responsible for the safe custody of the consignments from the time the documents are handed over to him until the consignments are delivered at the destination, duly obtaining acknowledgement of delivery.
- 11.2 Any failure in this regard shall be viewed seriously and BHEL shall be free to take deterrent/penal action on the Vendor concerned e.g. Suspension of business forthwith and future business dealings by BHEL and recovery of all losses suffered by BHEL from the Vendor.
- 11.3 The Vendor will indemnify BHEL against any loss, damage, breakage, shortage and pilferage of any materials while in his custody.
- 11.4 Even, in cases where the Vendor does not have his branch office or delivery points, all consignments shall be accepted for transportation and deliver at such points. Similarly, the Vendor shall arrange for the collection of materials from such points and delivery at any such points.
- 11.5 Vendor shall NOT auction the material belonging to BHEL where customer/ suppliers have defaulted in taking delivery for various reasons. The Vendor will give notice under registered post to BHEL and ask for instruction in the matter. The local manager of the Vendor concerned should follow up these cases with the consignee at one end and consignor at the other end.
- 11.6 Where all measures have exhausted and still the consignment is held by the Vendor for a period of one year or more, material shall be rebooked to the Consignor, without waiting for instructions on bill "To Pay". But no demurrage payable basis. In such cases, liability for to & fro bill will rest with BHEL.

## **12. STATUTORY OBLIGATIONS OF VENDOR:**

- 12.1 The Vendor will observe and comply with the requirements of the Minimum Wages 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.
- 12.2 The contractor should remit the salary/wages for their workmen only through Bank in line with GOI guidelines.

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- 12.3 The Vendor shall indemnify BHEL against all claims, payments and losses that the company may have to make or suffer on account thereof. The Vendor shall whenever required to do so by the company or Govt. officials authorized under law, produce for inspection all forms, register and other papers required to be maintained under the various statutes.
- 12.4 The Vendor shall accept liability for compensation in accordance with the provision of the Indian Worker's Compensation Act 1923 read with Employees State Insurance 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.
- 12.5 Should the company be held liable for any loss, damage or compensation to third parties arising from or in relation to transport operations done by the Vendors; the Vendors shall reimburse such loss, damage or compensation to the company together with the costs incurred by the company on any legal proceedings pertaining thereto.

#### 12.6 Damage / Loss

- 12.6.1 If any remark is made by the Consignee while delivering the consignment with respect to damage / shortage or loss i.e. total or partial, the Vendor after delivery of the consignment shall inform the agency responsible for booking the consignment or WCM within a week of delivery and the Vendor should submit the Xerox copy of certification with covering letter to the Consignor or Consignee (Supplier or Customer or BHEL Unit, Region or Site and/ or WCM or end user, as applicable.
- 12.6.2 On receipt of this information, BHEL Trichy (Logistics / WCM / end user) will refer this to the concerned Commercial department. Commercial department will advise in writing, the value of damage / shortage or any other comments to Logistics / WCM so that further action will follow.
- 12.6.3 In case Commercial / end user cannot assess the extent of damage / shortage immediately, they will advise accordingly so that, after taking necessary documents such as Indemnity Bond from Transport Vendors and Logistics shall process the bills accordingly.

#### 12.7 Non-acceptance of insurance claim lodged by BHEL and Vendors responsibility.

##### 12.8 Accidents

- 12.8.1 All accidents at any point shall be reported to agency concerned and WCM in writing through mail immediately within two days followed by hard copy. Failure to send communication will be viewed seriously resulting in suspension or termination of the Contract as deemed fit over and above the recovery of value of the consignment lost or damaged – total or partial.
- 12.8.2 Further, any accident that occurs while the consignment which is booked in transit shall also be brought to the notice of Consignor or consignee and/ or WCM as applicable. Subsequently, the F.I.R. and Survey Report by authorized insurance agency (for the damage or loss of consignment en route) shall also be submitted. BHEL Site officials or concerned Loading agency shall be informed in writing through Mail, Fax or Letter and WCM for Incoming consignment and Purchase & Site for DTS consignment within 48 hours of incident or accident or loss or damage to enable the agency responsible to lodge and settle the claims with Underwriters
- 12.8.3 **No bill for movement of such consignments shall be entertained till BHEL's / Customer's insurance claim is settled.**

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12.9 In case, the Vendors fail to send communication in respect accident or damage or loss or act on the above lines and insurance claim is not made or compensation obtained by the authorized agency, the recovery will be effected for the value of damage or loss – total or partial of the subject consignment. Suitable action including suspension, de-listing or termination of the Contract as deemed fit.

### 13. SECURITY DEPOSIT

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

13.2 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.

13.3 Submission of Security Deposit by the Contractors

13.4 At least 50% of the required Security Deposit, including the EMD, should be submitted by then successful bidders before start of the work.

13.5 Balance of the Security Deposit can be submitted 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.

13.6 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.

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

13.8 Note: In case of (a) small value contracts not exceeding ₹ 20 lakhs or (b) SAS jobs, work can be started before the required Security Deposit is collected. However, payment can be released only after collection/ recovery of initial 50% Security Deposit).

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

13.9.1 Cash (as permissible under the extant Income Tax Act)

13.9.2 Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL

13.9.3 Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL

13.9.4 Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)

13.9.5 Security deposit can also be deposited online in SBI online website under “SBI Collect”.

13.9.6 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)

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

13.11 The Security Deposit shall not carry any interest.

#### **14. INDEMNITY:**

14.1 The Vendor 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.

14.2 The Vendor 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 Vendors, their workmen servants or agents.

14.3 The Vendors approved and operating under the transportation rate Contracts shall further indemnify BHEL against the following:-

14.3.1 Observance of Labour & Industrial Laws.

14.3.2 All claims by way of compensation and all other types of unforeseen claims, which may arise in the course of Contract.

14.3.3 Documentary compliance relating to billing.

14.3.4 Indemnity shall cover the entire transit right after loading to the unloading at destination.

#### **15. ARBITRATION & CONCILIATION:**

15.1 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.

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

15.3 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 (the place from which the contract is issued)

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

15.5 Subject to the arbitration in terms of Clause above, the Courts at TRICHY shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.

15.6 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.

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15.7 In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:

15.7.1 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.

## 16. JURISDICTION

16.1 In case of any suit or other legal proceedings arising under or relating to this Contract, the courts at Trichy, Tamil Nadu only shall have the Jurisdiction and is only after exhausting the, above Arbitration Clause.

## 17. RIGHTS

17.1 BHEL may enter into parallel Contract simultaneously other than this Tender / Contract with any number of Vendors as may be deemed fit at any time during the period of Contract in the Interest of the work for any or all the stations and for any or all the schedules / vehicle categories.

17.2 In case of breach of any of the terms and conditions of the Contract, BHEL will entrust the work to any other Vendors at the risk and cost of the Vendor and the Vendor shall be liable to pay the extra expenditure, damages, loss suffered on account of the cancellation of the Contract.

17.3 All amounts including the losses/damages/penalties/compensations and extra charges of bill, resulting from non-compliance with the terms of Contract, payable by the Vendor to BHEL under the Terms of the Contract will be recovered from the outstanding payments to Vendor either under this Contract or any other Contracts or from Security Deposit or from both. In case this amount is insufficient for such recoveries, the Vendor shall make good the balance amount by actual payment. In addition, BHEL, Trichy has the right to recover the said amounts through its sister concerns, from the payments due to the Vendor in any of the units of BHEL located in any part of India.

17.4 The Vendor is not allowed to pass the responsibilities connected with the transportation to other agencies/Vendors. The Vendor shall not sublet or transfer the Contract or any part thereof, which tantamount to termination of the Contract and thereby attracting the penalty or forfeiture of security deposit. However, hiring of vehicles and services from other agencies/ Vendors is permitted.

## 18. BHEL'S FRAUD PREVENTION POLICY

18.1 The Bidder along with its associate / collaborators / sub-contractors / sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

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## **19. BHEL'S GUIDELINES FOR SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS/ CONTRACTORS**

19.1 Vendors may please note that "abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' has now been uploaded on www.bhel.com on "supplier registration page".

## **20. PREFERENCE TO MAKE IN INDIA:**

24.1 For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017, 28.05.2018, 29.05.2019 & 04.06.2020 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/ PO/ WO against this NIT.

25.1 In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and / or local content in respect of this procurement, same shall be applicable.

## **21. EMS, SECURITY AND SAFETY REGULATIONS**

21.1 Security, Safety and Environmental Management Systems (EMS) regulations should be observed while in BHEL complex, en-route and at consignee location. Ignorance of such regulations will not be accepted as an excuse and the risk and cost will be that of Vendor.

## **22. COMPENSATION CLAUSE**

22.1 "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:

22.1.1 a) Victim: Any person who suffers permanent disablement or dies in an accident as defined below

22.1.2 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, sewing, 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.

22.1.3 Compensation in respect of each of the victims:

(i) In the event of death or permanent disability resulting from Loss of both limbs: ₹10,00,000/- (Rs. Ten Lakh)

(ii) In the event of other permanent disability: ₹7,00,000/- (Rs. Seven Lakh)

22.1.4 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."

## **23. MICRO & SMALL ENTERPRISES (MSE)**

23.1 MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either valid UAM certificate (along with latest CA certificate - not older than FY 2018-19) OR Valid Udyam Registration certificate (along with latest CA certificate - not older than FY 2018-19) OR valid NSIC certificate OR EM-II with deemed validity (5 years). If deemed validity of EM-II expired, a latest certificate from CA (not older than FY 2018-19) has to be enclosed along with EM-II.

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23.2 Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer.

23.3 Any new supplier will be eligible for registration with BHEL as MSE supplier provided at least any one of the following documents are submitted along with application for registration

- 23.3.1 Valid NSIC Certificate or
- 23.3.2 Valid UAM certificate with latest CA certificate (not older than FY 2018-19)
- 23.3.3 Valid Udyam Registration certificate with latest CA certificate (not older than FY 2018-19)
- 23.3.4 EM-II with deemed validity (5 years). If deemed validity of EM-II expired, a latest certificate from CA (not older than FY 2018-19) has to be enclosed along with EM-II.

23.4 However, credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers as per clause (ii) at the time of tender evaluation.

23.5 In case NON-MSE vendor is L1 and MSE vendors offer values are within L1 + 15 %, the L1 offer value shall be counter offered to MSE Vendors as per merit. If the work cannot be split amongst two or more vendors, 100% work shall be awarded to MSE vendor accepting the counter offered L1 value of Non MSE L1 Vendor. If the work can be split, then MSE may be awarded at least 25% of the total work.

23.6 **Definitions of MSEs owned by SC/ST is under:**

- 23.6.1 In case of proprietorship firm, proprietor must be SC/ST.
- 23.6.2 In case of partnership firm, the SC/ST partners must be holding at least 51% shares in the unit. In case of private limited companies, at least 51% share must be held by SC/ST promoters.

23.7 **Definitions of MSEs owned by Women is under:**

- 23.7.1 In case of proprietorship firm, proprietor must be woman.
- 23.7.2 In case of partnership firm, the women partners must be holding at least 51% shares in the unit.
- 23.7.3 In case of private limited companies, at least 51% share must be held by women promoters.

23.8 **Authorized Offices to Issue SC/ST certificate.**

- 23.8.1 The caste/Tribe/Community certificate issued by the following authorities in the prescribed form for SCs/STs can be considered.
- 23.8.2 District Magistrate / Additional District Magistrate / Collector / Deputy commissioner / Additional Deputy commissioner / Deputy collector / 1st class stipendiary magistrate / Sub divisional Magistrate / Taulka Magistrate / Executive magistrate / Extra Assistant commissioner.
- 23.8.3 Chief Presidency magistrate / Additional chief presidency magistrate / Presidency magistrate.
- 23.8.4 Revenue Officer not below the rank of thasildar.
- 23.8.5 Sub-Divisional officer of the area where the individual and / or his family normally resides.
- 23.8.6 To avail the benefits of MSE under SC/ST category, the related documents as stated above should be submitted along with tender documents.

**Certificate by Chartered Accountant on letter head**

This is to Certify that M/S ..... (Here in after referred to as 'company') having its registered office at ..... is registered under MSMED Act 2006, (UAM) ..... Dtd: ..... 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 :  
₹.....Lakh.
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 MSMED Act, 2006 :  
₹.....Lakh.

**(Strike off whichever is not applicable)**

The above investment of ₹ .....Lakh is within permissible limit of ₹ ..... Lakh for ..... Micro / Small (Strike off whichever is not applicable) Category under MSMED Act 2006. Or The company has been graduated from its original category (Micro / Small) (Strike off whichever 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:

(Signature)

Name –

Membership Number –

Seal of Chartered Accountant.

Date :

Place:

Signature of the Bidder with seal  
(Authorized Signatory)

**ANNEXURE-T4****TENDER NO. WCM / 20-21 / 4023E, dt. 08.07.2020****GENERAL TERMS & CONDITIONS OF THE CONTRACT**

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

- 1.1 The "Contract" means, the documents forming the tender and acceptance thereof, together with all the documents referred to therein including general and special conditions to contract. All these documents as applicable taken together shall be deemed to form one contract and shall be complementary to one another.
- 1.2 The "work" means, the work described in the tender documents in individual work-orders as may be issued from time to time to the contractor by the Officer-In charge within the power conferred upon him including all notified or additional items of works and obligations to be carried out as required for the performance of contract.
- 1.3 The "contractor" means, the individual Firm or Company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the persons composing the firm or Company or the successors of the firm or company and the permitted assigns of such individual or firm or Company.
- 1.4 "The Officer-In charge" means, the Officer deputed by the AGM / WCM or AGM / Logistics, to supervise the work or part of the work.
- 1.5 "Approved" and "Directed" means, the approval or direction of AGM / WCM or AGM / Logistics, or person deputed by him for the particular purposes.
- 1.6 "BHARAT HEAVY ELECTRICALS LIMITED" (herein after referred to as BHEL) shall mean the Board of Directors, Chairman, Executive Director, General Manager or other Administrative Officer of the said Company including SM/WCM authorized to invite tenders and enter into contract for works on behalf of the Company.
- 1.7 The "Contract sum" means, the sum accepted or the sum calculated in accordance with the prices accepted in tender and / or the contract rates as payable to the contractor for the execution of the work during the currency of the contract.
- 1.8 A "week" means, Seven Days, without regard to the number of hours worked or not worked in any day in that week.
- 1.9 A "day" means, the day of 24 hours (TWENTY-FOUR) irrespective of the number of hours worked or not worked in that day.
- 1.10 A "working day" means, any day other than that prescribed by the NEGOTIABLE INSTRUMENTS ACT as being a Holiday, and consists of the number of hours of labour as commonly recognized by good employers in the trade in the district where the work is carried out or as laid down in the BHEL regulations.

Date :  
Place:

Signature of the Bidder with seal  
(Authorized Signatory)

2. **HEADING TO THE CONTRACT CONDITIONS:** - The heading to these conditions shall not affect the interpretations thereof.
3. **WORK TO BE CARRIED OUT:** - The Contract shall, include all labour, materials, tools, plant, equipment and transport which may be required for the execution of the work. The Contractor will be deemed to have satisfied himself as to the nature of the site, local facilities of access and all matters affecting the execution of the work. No extra charges consequent on any misunderstanding in these respects or otherwise will be allowed.
4. **DEVIATIONS:** - The contractor shall not carry out any work not covered by schedule except in pursuance of the written instructions of an executive not below the rank of DGM of WCM. No such work shall be valid unless the same has been specifically confirmed and accepted by BHEL in writing and incorporated in the Contract.
5. **OCTROI AND OTHER DUTIES:** - All charges on account of Octroi terminal or Sales Tax and or other Duties on materials obtained for the work shall be borne by the Contractor.
6. **PLANT AND EQUIPMENT:** - The Contractor shall at his own expense, supply all tools plant and equipment (Herein after referred to as T&P) required for the execution of the contract.
7. **ASSIGNMENT OR TRANSFER OF CONTRACT:** - The Contractor shall not without the prior written approval of the BHEL, assign or transfer the contract or any part thereof, or any share, or interest thereon to any other persons. No sum of money which may become payable under the contract shall be payable to any person, other than the contractor unless the prior written approval of the BHEL to the assignment or transfer of such money is given.
8. **SUB-CONTRACT :- The Contractor shall not sub-let any portion of the contract without the prior written approval of BHEL .**
9. **COMPLIANCE TO REGULATIONS AND BY-LAWS :-** The Contractor shall confirm to the provisions of any statute relating to the work and regulations and Bye-Laws of any local authority. The Contractor shall be bound to give all notices required by statute regulations or By-Laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

#### **10. SECURITY DEPOSIT:-**

- 10.1 BHEL shall not be responsible for any loss of securities, due to liquidation for any other reasons, what-so-ever or any depreciation in the value of the securities while in their charge or for any loss of interest there on.
- 10.2 All compensation or other sums of money payable by the Contractor to BHEL under the terms of this contract or under any other contract with BHEL may be deducted from the Security Deposit or realized by the sale of the securities or from the interest arising therefrom or from any sums which may be due or may become due to the contractor by BHEL and in the event of this Security Deposit being deducted by reason of such deductions or sale, as aforesaid, the Contractor shall within 7 days thereafter, make good in cash or in securities endorsed as aforesaid, any sum by which the Security Deposit has been reduced.

11. **REFUND OF SECURITY DEPOSIT:-** The Security Deposit mentioned above may be refunded to the Contractor on termination or expiry of the contract provided always that the Contractor shall first have been paid the last and final bill and have rendered a "NO DEMAND CERTIFICATE".

Date :  
Place:

Signature of the Bidder with seal  
(Authorized Signatory)

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

**13. CONTRACTOR'S SUPERVISION:-** The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to the Executive not below the rank of DGM of Logistics, to act in his stead.

- 13.1 Orders given to the Contractor's agent shall be considered to have the same force as if they have been given to the Contractor himself.
- 13.2 The Contractor or his accredited agent shall attend when required without making any claim for doing so, either the office of the DGM/Logistics or the OFFICER-INCHARGE, to receive instructions.
- 13.3 The Executive not below the rank of DGM of WCM, shall have full powers and without assigning any reason, require the Contractor to immediately cease to employ in connection with this contract, any agent, servant or employee where continued employment is, in his opinion undesirable. The Contractor shall not be allowed any compensation on this account.

**14. LABOUR:-** The Contractor shall remain liable for the payment of all wages or other moneys to his work-people or employees under the payment of Wages Act 1936, Employees Liability Act. 1938, Workmen's Compensation Act 1923 or any other Act or enactment, relating thereto and rules framed, thereunder from time to time.

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

**16. DAMAGE & LOSS TO PRIVATE PROPERTY & INJURY TO WORKMEN :-** The Contractor shall at his own expense reinstate and make good to the satisfaction of the Executive not below the rank of DGM of WCM and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify, the BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL where BHEL is a private person, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise.

**17. LAWS GOVERNING THE CONTRACT:-** The contract shall be governed by the Indian Laws for time being in force.

**18. CANCELLATION OF CONTRACT FOR CORRUPT ACTS:-** BHEL , whose decision shall be final and conclusive, shall without prejudice to any other right or remedy which shall have accrued shall accrue thereafter to BHEL cancel the contract in any of the following cases and the Contractor shall be liable to make payment to BHEL for any loss or damage resulting from any such cancellation to the same extend as provided in the case of cancellation for default.

If the Contractor shall :-

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

#### **19. CANCELLATION OF CONTRACT FOR INSOLVENCY ASSIGNMENT OF TRANSFER OR SUB-LETTING OF CONTRACT: -**

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

If the Contractor,

- 19.1 being an individual or if a firm any partner thereof shall at any time be adjudged bankrupt or have a receiving order for administration of his estate, made against him or shall take any proceedings for liquidation or composition under any bankruptcy Act or assignment of his effects of composition or arrangement for the benefit of his creditors or purport to do so, or if any application made under any Bankruptcy Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him on behalf of his creditors  
OR
- 19.2 being a Company, shall pass a resolution or the Court shall make an order for the liquidation of its affairs, or a receiver or Manager on-behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or Manager,
- 19.3 Assigns, Transfers, Sub-lets or attempts to assign, transfer or sub-let any portion of the work without the prior written approval of the BHEL.
- 19.4 Whenever BHEL exercise the authority to cancel the contract under this conditions, BHEL may have the work done by any means at the Contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by an Executive not below the rank of DGM of Logistics or WCM which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by the Executive not below the rank of DGM of Logistics or WCM, or the same shall be recovered from the Contractor by other means.
- 19.5 In case the BHEL carries-out the work under the provisions of this condition the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plants and/or labour provided by the BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the Executive not below the rank of DGM of Logistics or WCM, whose decision shall be final and conclusive.

Date :  
Place:

Signature of the Bidder with seal  
(Authorized Signatory)

**20. CANCELLATION OF CONTRACT IN PART OR FULL FOR CONTRACTOR'S DEFAULT:**

If the Contractor :

- 20.1 makes default in carrying out the work as directed and continues in that state after a reasonable notice from the Executive not below the rank of DGM of WCM, or his authorized representative;
- 20.2 fails to comply with any of the Terms and Conditions of the contract or after reasonable notice in writing with orders properly issued thereunder;
- 20.3 BHEL, may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the contract as whole or in part thereof or only such work order or items of work in default from the contract. Whenever BHEL exercise the authority to cancel the contract as whole or part under this condition BHEL may complete the work at the contractor's risk and cost (as certified by the Executive not below the rank of DGM of WCM, which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL. If the cost exceeds the moneys due to the Contractor under this contract the Contractor shall either pay the excess amount ordered **by the Executive not below the rank of DGM of WCM** or the same shall be recovered from the Contractor by other means. In case the BHEL carries out the work or any part thereof under the provisions of the conditions the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or labour provided by the BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the Executive not below the rank of DGM of WCM, whose decision shall be final and conclusive.

**21. TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR. :-**

- 21.1 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.

**22. SPECIAL POWER TO TERMINATION:-** If at any time after the award of contract, BHEL shall for any reason whatsoever not require whole or any part of the work to be carried out the Executive not below the rank of DGM of WCM, shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the fore-closing of the work.

**23. SUBMISSION OF BILLS BY CONTRACTOR:-** The Contractor at the end of each month shall submit a bill in triplicate detailing the various items of work done during the month supported by the requisitions issued from time to time. The Contractor shall, once in every month, submit to the Executive not below the rank of DGM of Logistics or Stores separately details of his claims for the work done by him up to and including the previous month which are not covered by his contract agreement in any of the following respects:

- 23.1 Deviation from the items provided in the contract documents.
- 23.2 Extra items / new items of work.
- 23.3 Items in-respect of which rates have not been settled. He should in addition furnish a clear certificate to the effect that the claims submitted by him as aforesaid cover all his claims and that no further claims shall be raised by him in respect of the work done upto and including the period under report.

Date :  
Place:

Signature of the Bidder with seal  
(Authorized Signatory)

**24. PAYMENT OF BILLS:-** All payments to be made to the vendor, shall be through NEFT (National Electronic Fund Transfer) / RTGS (Real Time Gross Settlement) within reasonable time, say after 45 days, after receipt of the bill along with consignee's acknowledgement. Wherever applicable payments to be made to the Contractor, under this contract shall be by "CHEQUE" crossed "A/C PAYEE ONLY" within a reasonable time say after 45 days after receipt of bill along with consignee's acknowledgement.

**25. RECOVERY FROM CONTRACTOR:-** Whenever under the contract, any sum of money, shall be recoverable from or payable by the Contractors, the same may be deducted from or any sum then due or which at any time thereafter may become due to Contractor under the contract or under any other contract with BHEL or from his Security Deposit or he shall pay the claim on demand.

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

**27. FORCE MEJEURE 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, Earth Quake 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 therefor neither party shall by reason of such event be entitled to terminate this Contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in 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 shall be granted for periods considered reasonable by the Executive not below the rank of DGM of Logistics or Commercial subject to prompt notification by the contractor.

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

**29. STATUTORY REQUIREMENTS:**

- 29.1 All statutory requirements under Minimum Wages Act,1948, Factories Act 1948, Workmen Compensation Act 1923,Employees Provident Fund and Miscellaneous Provisions Act, 1952,Payment of Gratuity Act 1972, Employee State Insurance Act 1948, Contract Labour (R&A) Act 1970, Payment of Bonus Act 1965, Income Tax Act, GST Act and all other applicable Acts shall be complied with by the Contractor.
- 29.2 Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.
- 29.3 Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
- 29.4 Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and provide a copy of the same to BHEL.
- 29.5 Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.

Date :  
Place:

Signature of the Bidder with seal  
(Authorized Signatory)

**30. REGISTERS & RECORDS:-** The Contractor shall maintain all registers and records in the proper manner and as required by the regulations of the various authorities concerned and indemnify the Employer from the consequences due to any inaccurate or faulty documentation on the part of the Contractor.

**31. MOTOR VEHICLE ACT:-** The vendor shall carry the weight of the consignment to the rated capacity of the vehicle only and Honour the Supreme Court Judgment by not carrying Over Weight and comply the relevant Motor Vehicle Act and other statutory requirement.

**32. REMOTE TRANSACTIONS:-** The Contractor shall agree to and comply with all such terms and conditions as BHEL may prescribe from time to time and shall confirm that all transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centres, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication established by BHEL shall constitute legally binding and valid transactions when done.

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

**34. LIEN OF CONSIGNMENTS:-** The Contractor shall have no 'lien' of any kind over the consignments entrusted for transportation. Any dispute with the Contractor and the consignees shall be settled on negotiations but under no circumstances, delivery of the materials shall be withheld by the Contractor.

**35.** Contractor shall watch and safeguard Employer's interests during the performance of the work. The Contractor shall carefully check each consignment with the relevant despatch documents to ensure correctness of each despatch and each delivery

Date :  
Place:

Signature of the Bidder with seal  
(Authorized Signatory)

## **ANNEXURE-T5**

### **TENDER NO. WCM / 20-21 / 4023E, dt. 08.07.2020**

## **SAFETY CONDITIONS**

### **1. GENERAL**

1.1 Vehicles carrying materials should have proper registration documents and must be produced on demand by BHEL security staff.

1.1.1 The lights on right side (i.e.) over operator's cabin should be in working condition.

1.1.2 Both the head lights as well as park lamps must be in working condition.

### **2. HANDLING OF VEHICLES INSIDE BHEL TRICHY**

2.1 The vehicle should not travel at more than 20 kmph in BHEL premises.

2.2 The operator of the vehicle must possess heavy duty license and produce on demand by the security staff.

2.3 Vehicles carrying inflammable liquid in the tank containers should have grounding cabin or the tank should be coated with the insulating materials to avoid static electricity. In road junctions, speed breakers and railway crossing the speed should be lowered and vehicles should proceed cautiously.

2.4 The driving should be kept in the left at all places.

2.5 The vehicle should not be parked in the road in such a way to cause obstruction to vehicular traffic.

2.6 No persons other than operator should be allowed to sit or stand on the prime Movers of the trailer.

2.7 The vehicle should pass only through approved routes. Short cuts are forbidden.

2.8 There must be a safe distance behind another moving truck.

2.9 The operator should avoid making quick starts, jerky stops or quick turns at excessive speed.

Date :  
Place:

Signature of the Bidder with seal  
(Authorized Signatory)

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**ANNEXURE-T6****TENDER NO. WCM / 20-21 / 4023E, dt. 08.07.2020****OPERATIONAL CONTROL PROCEDURE**

 70-938	<b>OCCUPATIONAL HEALTH &amp;SAFETY MANAGEMENT SYSTEM</b>	REV. DATE	00 22.1.02
<b>OCP:BMM:</b>	<b>OPERATIONAL CONTROL PROCEDURE</b>	<b>PAGE</b>	<b>1 of 2</b>

1. Purpose : To ensure safe handling of materials within factory premises through Mobile crane
2. Scope : Operation of Mobile crane.
3. Responsibility : Contractor
4. Performance criteria : Accident/damage record.  
Feed back from user departments
5. Cross reference : OHSAS:18001:1999 Clause 44.6 Central Motor Vehicles Act and rules Handling Contract given by BHEL. Record of Hazard and risk
6. Activities

SL. No	Activity	Responsibility
01	Ensuring the availability of proper RC Book for the vehicle, Fitness certificate as per Motor Vehicle Act 1988 and amended 1992 Sec.(256)	Contractor / End User
02	Verification of above documents at the factory gates/premises	End User
03	All the lights/horn of the vehicle should be in working condition.	Driver / Contractor
04	Insurance of motor vehicle against third party sec.146.	Contractor / End User
05	Drivers must have valid licence as specified in the Motor Vehicle Act Sec.3 to 28	Contractor / End User
06	Wearing appropriate personal protective equipments.	Contractor / Executing Agency.
07	The contractor should submit relevant Form No.12 (Rule 64 prescribed for report of examination for lifting machine, rope and lifting tackles certified by the approved agency by Chief Inspector of Factories. The currency of the validity shall be verified.	Contractor / End User
08	Use appropriate chain / steel wire ropes / Nylon belts confirming to Indian standards.	Contractor Executing Agency.
09	Contractor should submit the Form No.VI A (Rule 35/2) for commencement of the contract. and Form VI B (Rule 81.3) for completion of the contract.	Contractor/ End User
10	Movement of crane should be at not more than 20 kmph without causing any fall of material or damage to materials.	Contractor
11	In road junctions, speed breakers, sharp turnings and railway crossing the speed should be reduced and crane should proceed cautiously.	Driver / Random check by Contractor
12	The crane should not be parked in the road in such a way as to cause obstruction to vehicular traffic.	Driver / Contractor
13	No persons other than driver should be allowed to sit or stand in the cabin of the crane .	Driver
14	Declaration should be made for ensuring periodical maintenance of the crane.	Contractor
15	The driver should avoid making quick starts, sudden stops and sharp turns.	Contractor / Executing Agency

Date :  
Place:

Signature of the Bidder with seal  
(Authorized Signatory)

	<b>OCCUPATIONAL HEALTH &amp; SAFETY MANAGEMENT SYSTEM</b>	<b>REV. DATE</b>	<b>00 22.1.02</b>
<b>OCP:BMM:</b>	<b>OPERATIONAL CONTROL PROCEDURE</b>	<b>PAGE</b>	<b>2 of 2</b>
16	The stacking of load on the truck should be even. The load should not be heaped or dumped.	Contractor / Executing Agency	
17	The material should not be lifted too high to ensure the stability of the truck. The material should be properly tied with slings to avoid falling down taking into account the centre of gravity .	Contractor / Executing Agency	
18	When reverse operation is undertaken adequate helpers should be engaged to ensure safe movement.	Driver	
19	Random checking of vehicles for safe handling of materials	End User	
20	Ensure communication to all user departments regarding safe transportation of materials.	End User	
21	Giving feed back to CCC for taking corrective actions	End User	
22	Review of feed back for corrective action	End User	

Date :  
Place:

Signature of the Bidder with seal  
(Authorized Signatory)

**ANNEXURE-T7****TENDER NO. WCM / 20-21 / 4023E, dt. 08.07.2020****PRE-QUALIFYING REQUIREMENTS (PQR)****IMPORTANT CONDITIONS**

The Bidders must comply with all the PQR mentioned below. Noncompliance of any one of the PQR will lead to total rejection of the offer submitted by the bidders, who are not complying with the PQR, in full.

All the supporting documents enclosed shall be duly self-attested by the bidder concerned.

**All the information furnished / supporting documents enclosed by the bidders will be considered as authentic for evaluation of Bid. If any information furnished / supporting documents attached are subsequently found to be incorrect / fraudulent / forged, at any later date or during the tenure of the Contract, it will be viewed seriously and suitable penal action (viz., delisting, termination of the vendor from Contract, legal action, forfeiture of EMD / SD etc.,) will be initiated against such Vendors as per the Rules and Guidelines prevailing in BHEL.**

**1. EARNEST MONEY DEPOSIT (EMD)**

- 1.1 The bidder has to submit Earnest Money Deposit (EMD) of **₹ 4,000/-** along with their offer.
- 1.2 The EMD will be accepted only in the following forms.
  - 1.2.1 Cash deposit as permissible under the extant Income Tax Act (before tender opening).
  - 1.2.2 Electronic Fund Transfer credited in BHEL Account (before tender opening). If EMD deposited online through SBI online website under “SBI Collect”, a printout of the e-receipt to be taken & rate schedule number to be written on the receipt, signed by the bidder, and submitted along with tender.
  - 1.2.3 Banker’s cheques / Pay Order/ Demand Draft, in favour of BHEL (along with offer). The Demand Drafts, in the form of A/c Payee, shall be drawn from any bank, preferably Nationalized Bank in favour of “Bharat Heavy Electricals Limited, Trichy”, payable at Trichy.
  - 1.2.4 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)
  - 1.2.5 In addition to the above, the EMD amount in excess of ₹ 2 Lakhs may also be accepted in the form of Bank Guarantee from Schedules Bank. The Bank Guarantee in such cases shall be valid for at least six months. In such cases the bidder should send a request email to [aitrc@bhel.in](mailto:aitrc@bhel.in) to obtain Bank Guarantee format and for confirmation of BG value & validity.
- 1.3 Bids submitted without EMD will be rejected out rightly and their offers will not be considered for further evaluation.
- 1.4 MSE benefits (exemption from EMD) will be provided incase of submission of any of the following:
  1. Valid NSIC Certificate or
  2. Valid UAM certificate (along with latest CA certificate - not older than FY 2018-19) or
  3. Valid Udyam Registration certificate (along with latest CA certificate - not older than FY 2018-19) or

Date :  
Place:

Signature of the Bidder with seal  
(Authorized Signatory)

4. EM-II with deemed validity (5 years). If deemed validity of EM-II expired, a latest certificate from CA (not older than FY 2018-19) has to be enclosed along with EM-II.

## 2. ORGANIZATION/FIRM REGISTRATION

2.1 Only registered / licensed companies / firms / proprietors / partnerships, in the field of Transportation, will be eligible for participating in this Tendering Process. Wherever “Companies Act 1956” is applicable the Company shall be registered in line with “Companies Act 1956”.

2.2 **Documents to be submitted:** The details of the registration Documents to be submitted are below:-

SL	Type of Organisation	Documents to be submitted (Self-Attested)
1	Sole Proprietorship	Trade License / GST registration / Auditor's letter
2	Partnership	Registered Partnership Deed and (Trade License / GST registration)
3	Private Limited Company	Certificate of Registration/Memorandum of Association & Articles of Association
4	Public Limited Company	Certificate of Registration/Memorandum of Association & Articles of Association
5	Public Sector / Govt. org.	Certificate of Registration/Memorandum of Association & Articles of Association

Unregistered Partnership Firms will not be considered.

## 2.3 POWER OF ATTORNEY:

3.3.1 The tender documents should be signed by authorized signatory. Authorized signatory shall be the person holding ‘power of attorney’ on behalf of the firm/company/bidder-concerned authorized/empowered to act on behalf for the specific purpose.

3.3.2 BHEL will not be bound by any other Power of Attorney granted or the change in the composition of the firm made, subsequent to the execution of the Contract agreement. They may however recognize such Power of Attorney or change in status after obtaining legal advice and the cost involved in that connection shall be chargeable to the bidder concerned

**Documents to be submitted:** A self-attested copy of the Power of Attorney, in case an individual/authorized signatory other than the sole proprietor signs the tender shall be submitted along with the tenders.

## 3. PAN Card

A copy of self-attested PAN Card is to be enclosed.

## 4. NO DEVIATION CERTIFICATE.

4.1 The Bidder should furnish and enclose the “No Deviation Certificate” as per Format

## 5. EXPERIENCE

5.1 Experience proof (in form of PO / Contract – one number) issued in the last three financial year (2019-20, 2018-19, 2017-18) for handling of consignment through crane. In case the PO / contract issued by the company other than BHEL, it should be supported with TDS certificate (Form 26AS) or bank statement for payment proof from that company.

PO / Contract / LR should be in the name of company only.

Date :  
Place:

Signature of the Bidder with seal  
(Authorized Signatory)

**6. GST REGISTRATION CERTIFICATE**

6.1 The Bidder should enclose the self-attested GST registration certificate

**7. CORRIGENDUM :** If any corrigendum(s) issued shall be attached with sign & seal.

Date :  
Place:

Signature of the Bidder with seal  
(Authorized Signatory)

**STATEMENT FOR EVALUATION ON PQR**  
**(to be filled in by the Bidder)**

**Important:** All the points of the statements to be adequately substantiated invariably with documentary proof thereto. Non-compliance of this requirement shall be deemed fit to reject the offers.

<b>SL No.</b>	<b>Particulars</b>	<b>Compliance status</b> Please Tick (✓) in the appropriate box / furnish details
1	EMD details (DD = Demand Draft ER = SBI Collect e-receipt)	DD/ER no. .... dt. Bank:.....
2	Company Registration Number & Date	Reference Number : Date :
2.1	Status of the Company	<input type="checkbox"/> Public Limited Company <input type="checkbox"/> Private Limited Company <input type="checkbox"/> Partnership firm <input type="checkbox"/> Single ownership <input type="checkbox"/> Others (Specify) ....
2.2	Type of Proof Enclosed	
2.3	Power of Attorney	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
3	PAN Card	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
4	No Deviation Certificate	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
5	Experience documents	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
6	GST registration certificate	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
7	Corrigendum if any	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed

**For Information Only**

8	PAN Number	PAN No.
9	GST Registration	GST No.
10	Address for Communication	
11	Email id	1. 2.
12	Land Line Phone Number	1. 2.
13	Mobile Number	<b>1. Mobile No..</b> ..... Name :..... Designation.....  <b>2. Mobile No..</b> ..... Name :..... Designation.....

Date :  
Place:

Signature of the Bidder with seal  
(Authorized Signatory)

**FORMAT-2**

**<To be typed in Bidder's letter head>**

**TENDER NO. WCM / 20-21 / 4023E, dt. 08.07.2020**

**NO DEVIATION CERTIFICATE**

This is to declare that we do not have any deviations to the tender terms and conditions as per the following: -

**AA. Covering letter** : WCM / 19-20 / 4013E, dt.05.06.2019

**BB. Part-1 – Techno Commercial Bid**

- Annexure-T1 : Terms & conditions for finalizing the Contract
- Annexure-T2 : Terms & conditions for submitting the offers
- Annexure-T3 : Terms & conditions for operation of the Contract
- Annexure-T4 : General Terms & Conditions of the Contract
- Annexure-T5 : Safety Conditions
- Annexure-T6 : Operational Control Procedures
- Annexure-T7 : Pre-Qualification Requirements (PQRs)

**CC. Part-2 – Price Bid**

The price bid comprises the following documents: -

- Annexure-P1 : Price bid proforma

And accordingly we accept all the Terms and conditions of TENDER NO. WCM / 19-20 / 4013E, dt.05.06.2019 without any reservations whatsoever.

We also unconditionally agree to all the terms and conditions of the tender and no new condition(s) is imposed by us in the technical / price bid. I understand in the event of imposing any condition in the technical / price bid, such conditions would be ignored by BHEL and only the price will be considered for the purpose of evaluation.

We confirm that none of its group concern or affiliates etc., appears on the list of banned firms/ companies by BHEL (list available on [www.bhel.com](http://www.bhel.com)) nor any of the Director / Partner / proprietor of bidder / such group concern or affiliate etc. are involved with such company

We hereby state that there is no change in the name, Constitution and status of the firm/Company before submission of tender. If there is any change in the name, Constitution and status of the firm/Company during the tender process and/or awarded of contract (in case contract is awarded) same will be intimated to the BHEL immediately.

We further, agree and declare that BHEL may reject the bid or in case the contract has been awarded, then terminate the contract apart from taking any other suitable action under the contract or applicable legal provisions or BHEL guidelines, including Guidelines for suspension of business dealings without any liability for any compensation to the bidder; if,

Date :  
Place:

Signature of the Bidder with seal  
(Authorized Signatory)

BHEL discovers at any time that any statement made by the bidder in this certificate is false, fraudulent; or any document submitted by the bidder was fake or forged; or if BHEL determines in its sole discretion that any statement was aimed at deliberately misleading BHEL with a view to ensure award of the subject contract to the bidder.

We declare that I am accepting all the Terms & conditions of BHEL, on behalf of our Company, as given in the Tender Documents, unconditionally, without any deviation. Also I declare that I have fully understood the dispatch requirements, terms & conditions of BHEL and signed the documents accordingly

That the facts stated above are true and correct to the best of my knowledge and belief and nothing has been concealed or misrepresented in any manner whatsoever.

Yours faithfully,

Date :  
Place:

Signature of the Bidder with seal  
(Authorized Signatory)

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# **PART-2**

## **PRICE BID**

**TENDER NO. WCM / 20-21 / 4023E, dt. 08.07.2020**

Date :  
Place:

Signature of the Bidder with seal  
(Authorized Signatory)

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# **PRICE BID**

## **TENDER NO. WCM / 20-21 / 4023E, dt. 08.07.2020**

### **WORK / RATE SCHEDULE**

**A) Scope :** Unloading of Free Issue Materials (FIM) by engaging mounted telescopic mobile crane (with required manpower) at NPCIL Stores, Mumbai

**B) Crane Specification:**

1. Max size of the shell to be lifted- Approx. OD 3550mm, thickness 120mm and length 3500mm.
2. Mounted telescopic mobile crane for lifting the maximum weight of 45 MT.
3. Mobile crane to be accompanied by operator and crew members to carry out the unloading activity.
4. All lifting tackles (rope sling/ belt sling, etc.) and accessories are required along with the crane for unloading of shells.
5. Crane should have valid competent authority certificate as per Factories Act.
6. Crane should have valid RC book, insurance, PUC certificate etc.
7. The operator shall have suitable license for operating the crane.

Annexure I List of Shells to be unloaded at NPCIL Stores Mumbai			
Sl no	Material grade	Material description	Weight (kg)
1	20MnMoNi55	OD 3500 t 120mm, L 3500mm	40,000
2	20MnMoNi55	OD 3500 t 71.5mm, L 3200mm	20,000
3	20MnMoNi55	OD 3500 t 71.5mm, L 3200mm	20,000
4	20MnMoNi55	OD 3500 t 71.5mm, L 3200mm	20,000
Grand Total			1,00,000

SL No	Type of Machine	Capacity & Qty	Lump sum Rate (₹) Excluding GST
1	Mounted Telescopic mobile crane	Suitable capacity (45 MT approx.)	< to be filled in online EPS portal only>.
Applicable GST %			< to be filled in online EPS portal only>.

#### **1. IMPORTANT CONDITIONS**

- 1.1 Rates shall be quoted on “Lump sum” Basis only. Rates quoted in any other format will be summarily rejected. Individual rate schedule wise ranking of Vendors will be done.
- 1.2 Rates quoted shall be firm without any price variation on any account throughout the validity of the contract.
- 1.3 Penalty Charges, Risk Purchase, etc., if applicable, will apply as per the Terms & Conditions of the Tender / Contract.

#### **2. UNLOADING POINT ADDRESS WITH CONTACT PERSON**

M/s NPCIL, Trombay Sites, Mumbai

Date :  
Place:

Signature of the Bidder with seal  
(Authorized Signatory)