

**Bharat Heavy Electricals Limited****(A Govt. of India Undertaking)****Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu****CONTRACTS DEPARTMENT****Contact No. 04333-279551****Email: ilango@bheltry.co.in****Tender No: PPPU: WC:15:034****Tender Notice****Dt. 04.03.2016**

Sub: Open Tender inviting Technical & Price Bid for the “**Supply of 1 No. TATA INDICA AC Car for AC / Non-AC operation from BHEL/Trichy as base for a period of ONE YEAR on HIRE BASIS for BHEL-PPPU, Thirumayam**”.

Please submit your competitive bid for the following scope of work as per the conditions given in the WORK/RATE SCHEDULE enclosed along with the tender.

<b>Scope of work:</b>	“Supply of 1 No. TATA INDICA AC Car for AC / Non-AC operation from <b>BHEL/Trichy as base</b> for a period of ONE YEAR on HIRE BASIS for BHEL-PPPU, Thirumayam”.
<b>Duration of Contract:</b>	1 (One) Year
<b>Commencement of Work</b>	Within 15 Days from the date of Letter of Intent (LOI)/Work Order.
<b>Last Date / Time for receipt of tender:</b>	<b>14.00 hrs. on 28.03.2016</b>
<b>Date / Time for opening of Technical Bid:</b>	<b>14.30 hrs. on 28.03.2016</b>
<b>Date/Time of Reverse Auction / Price Bid Opening:</b>	The Bidders who are technically qualified will be called for Reverse Auction / Price Bid Opening. The Date / Time of reverse auction / Price Bid Opening will be intimated to the Qualified Bidders separately.
<b>EMD</b>	<p><b>₹10,000/-</b> (Rupees Ten Thousand Only) to be submitted in the form of DD only in favour of “BHEL” Payable at Thirumayam, Pudukkottai Distt.”.</p> <p><b>Note :</b> Exempt from the payment of EMD along with Tender is allowed for the bidders who</p> <ul style="list-style-type: none"> <li>• Have paid one time EMD of Rs 2 Lakhs at BHEL-PPPU, Thirumayam</li> <li>• are Joint Venture companies of BHEL, ,State or Central PSUs / Government departments / Autonomous / Educational / Research Institutions</li> <li>• Have produced valid NSIC or MSE Certificate (<b>Attested Copy</b>).</li> </ul> <p>(Bidders should suitably apply for availing exemption from EMD by submitting any of the above listed documents along with the request letter.)</p>

**SPECIAL INSTRUCTIONS:** This Tender is subject to General terms & conditions, which is enclosed.

- The Technical Bid along with all Terms & Conditions shall be duly signed and stamped in all pages and placed in a cover duly superscripting as “TECHNICAL BID”. Bids submitted with incomplete and incorrect technical details will be liable for rejection.
- RATE shall be furnished in the enclosed “PRICE BID”, duly signed and sealed and placed in a separate cover duly superscripting as “PRICE BID”.
- EMD should be submitted in a separate cover duly superscripting as “EMD”.
- **Totally there will be 3 Separate covers.**

<b>Cover Title</b>	<b>Pages of Tender document</b>	<b>Other required documents</b>
<b>Technical Bid</b>	1 to 27	Copy of Pre-qualification criteria supporting documents for SI no 01 to 07 listed in page 3 of tender document - All stapled together or Spiral bound
<b>Price Bid</b>	28 to 28	Nil
<b>EMD</b>	-----	Covering letter, Demand draft or copy of EMD Exemption proof.

Place  
Date

Signature of the Bidder  
(NAME & ADDRESS WITH SEAL)



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- All the above 3 covers shall be placed in a common sealed cover and shall be submitted before the said due date as given above superscripting the tender no. & date and Due Date.
- Tenderers should submit their bids before the said due date as given above in a sealed cover superscripting the Tender number, Tender date & Due Date and the tender will be opened in the presence of tenderers with due authorization.
- Any deviation to the terms & conditions and schedules of this tender will lead to total rejection of the bid submitted.
- At the time of opening of Tender, the representatives should produce the authorization obtained from the authorized signatory of the tenderer specifying the purpose. Also the specimen signature of the representative should be authorized.
- BELATED and incomplete bids will become liable for rejection.

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

Thanking you,  
For Bharat Heavy Electricals Ltd.

Saurabh Kumar Verma  
Engineer/ Contracts,  
Power Plant Piping Unit  
BHEL -Thirumayam - 622507  
Contact No. 04333-279553

**Note:-**

- I. The bids shall be sent to the above address. It may please be noted that the tender box is kept at Contracts department, which is located at a walking distance of 10 minutes from PPPU entry Gate No. 5. The time of submission needs to be planned accordingly.
- II. The offer (Common Sealed Cover) can be sent through Post/Courier/Person and the same has to be dropped at the tender box only.

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**I. PRE - QUALIFICATION CRITERIA**

1. Earnest Money Deposit (EMD) – ₹10,000/- (Rupees Ten Thousand Only)
2. The Bidder should have valid Income Tax **PAN Card**. Documentary proofs / Xerox copies are to be enclosed.
3. The Bidder should have valid Service Tax registration number (If applicable) otherwise has to submit a Self-Declaration of "Non Applicability of Service Tax" (Format enclosed with this tender document) on their Company's Letter Head.
4. The Agency could be a Proprietorship/ Partnership Firm/LLP/One person Company/Private Limited Company/Public Limited Company/Trust/Society in this line of service / business - documentary proof / Xerox copy to be enclosed.
5. The bidder shall have minimum one No. of Tata Indica AC Taxi or any other equivalent or higher end vehicle (Taxi) with tourist permit in the Bidder's Firm name / Bidder's Individual Name. Registration of the above taxi should be on or after 01-01-2014. Copies of Valid Taxi RC, Insurance, Permit, to be submitted along with the offer.
6. Annual turnover of any one financial year in the last three financial years ending 31.03.2015 should be minimum **Rs.85,800/-**. The Turnover is to be duly certified by a chartered accountant.
7. On award of contract, the successful bidder shall comply with all the statutory requirements of **PF & ESI/GI** rules & regulations for their workmen deputed for this work. An undertaking of acceptance has to be given.

**NOTE:**

- Only those bidders, who are meeting all the above qualifying criteria, will be considered for further evaluation and others will be summarily rejected.
- The Pre-Qualification Criteria details as per **Annexure - A** to be filled & submitted with supporting documents for BHEL reference and verification. Documents submitted with the offer shall be signed & stamped in each page by authorized representative of the bidder, without which bids will not be considered for further evaluation

**II. SCOPE OF WORK:**

Supply of 1 No. TATA INDICA AC Car for AC / Non-AC operation from BHEL/Trichy as base for a period of ONE YEAR on HIRE BASIS.

- a) The subject Indica car will be used in AC / Non-AC mode based on the need and payment will be made only as per the rate for actual km usage mode in AC / Non-AC and day rent will be paid based on the actual distance run in AC or Non AC operation on that day whichever is high i.e., if AC run km is higher than Non-AC, then Day rent on AC operation will be paid and vice versa.
- b) In general, the Taxi will be operated in Non-AC mode. However, based on the need, BHEL will operate the Taxi in AC mode with the applicable rate.

**III. WORK SPECIFIC TERMS & CONDITIONS :**

**1) TAXI:**

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

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- a) Tata Indica model, vehicle registration should be on or after 01-01-2014.
- b) Colour of the Taxi should be ARCTIC SILVER / WHITE only.
- c) Taxi will be used on all working days including Sundays & Holidays, based on need with prior intimation.
- d) The condition of the Taxi like functioning of air conditioner, condition of tyres, head-lights/indicators, horn, seat belt etc., should be good, failing which the Taxi will be removed from operation till the defects are set right and in such case the operator should provide good alternate Taxi immediately.
- e) The Taxi should be very clean both internally and externally.
- f) Seat cover should be washed and changed every week.
- g) AC system and Audio system should function without any problem.
- h) Foot mat should be provided.
- i) Air freshener to be provided and replaced as and when required.
- j) Stepney tyre should be maintained in good condition.
- k) Fuel should be always above half tank level
- l) Jack and hand tools should be made available with the Taxi.
- m) Spare fuses to be available with Taxi.
- n) Sun film stick in the window glass should not be dark and inner side of the car must be visible for the Security Personnel without lowering the window glass.
- o) Provision of quality audio player with FM radio facility is mandatory. But playing CD/tape recorder or radios in the taxi should be avoided within the factory premises.
- p) Supplying same Taxi for deployment is appreciable. Frequent change of Taxi is to be avoided.
- q) Copies of Valid Taxi RC, Insurance, Permit, driver license and Badge to be submitted to M&S Transport In-charge onetime for the car and subsequently for validity period extension and one set to be kept with the Taxi itself.
- r) Original of the above documents shall also to be submitted for cross reference at once before award of contract by the successful bidder.
- s) Copies of valid periodical taxi maintenance service details for every 10000 km from authorised service provider of the respective Taxi to be submitted for ensured healthiness / fitness for each taxi. Authorised TATA INDICA service centre document alone is acceptable otherwise the subjected taxi is considered as not fit to run for BHEL plant use.
- t) The service provider / cabs / travels agency should ensure that there should not be any advertisement on the car.
- u) Taxi provided to BHEL on hire will be inspected by transport in-charge of BHEL in respect of (1) Appearance of the Taxi (2) running condition of the Taxi (3) upholstery (4) physical fitness of the driver and then accepted for use.

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v) Taxi should be equipped with a First-Aid box containing the following items:

1. Small Sterilized Dressings
2. Dettol
3. Cotton Roll
4. Bandage Roll
5. Benzoin Tincture
6. Scissors
7. Antiseptic cream
8. First aid tape roll
9. Burnol

**2) DRIVER :**

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

- a) Driver should possess valid driving licence and Badge.
- b) The identified drivers should have minimum 3 years driving experience as on the date of commencement of work. Date of issue of Driving License shall be considered for calculating experience. Copies of Valid driver license and Badge to be submitted at the time of commencement of work to M&S/ Transport.
- c) Driver should wear neat white uniform and shoes during the duty hours.
- d) Driver should avoid casual dress and footwear.
- e) Driver should have mobile hand set in good working condition. Use of mobile phone while driving is not permitted.
- f) Driver should adhere to the instructions given by BHEL personnel-in-charge.
- g) Driver should first allow the passenger to get inside the car and then only driver should enter the car.
- h) Driver should open and close the doors for all the passengers/customers while getting into or alighting the car.
- i) If there is a hand luggage brought by Officials, driver has to come forward and place the luggage in the car. Any hand carrying luggage / material that weigh up to 20 kg shall also be accommodated in the car.
- j) Driver should not exceed the speed limit of 20kmph within the company premises and township.
- k) Driver should follow the motor Taxi rules strictly.
- l) Driver should wear seat belt while driving.
- m) Driver should not demand any money from the user on any occasion.
- n) Driver shall not indulge in horseplay of any kind inside the plant and they should not act in a manner that would distract the attentions of other employees.

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**3) OPERATIONS:**

- a) No of days of operation & km run distance given in the scope of supply are indicative only. In actual this quantity may vary.
- b) The Taxi should report at specified location in BHEL Trichy Complex at requested time.
- c) Trip sheet for taxi engaged by BHEL will be supplied by BHEL. It is the responsibility of the taxi Driver to get all the columns and each & every movement filled and get the entries signed by the user.
- d) In case of loss of original trip sheet BHEL reserves the right not to entertain the claim.
- e) The Taxi Driver should keep the relevant valid documents (driving License, Badge No., road tax token, registration certificate, insurance cover note, fitness certificate of the Taxi, permit etc.) with the taxi and produce as and when required by BHEL. In case of original document is not available immediately, copy of the same must be kept.
- f) Taxi shall be reported at the report point in full readiness and cleanliness for the entire day's operation in respect of fuel availability and willingness of the Driver.
- g) Taxi should operate only with the "BHEL" name board supplied by BHEL during the time of operation.
- h) Any damage to BHEL material due to rough and faulty handling by the contractor's men will have to be made good by the contractor to BHEL. Similarly, if any damage caused to BHEL equipment/installation/property of third party in the course of work by the contractors' men, the same shall be made good by the contractor.
- i) Transport operator must have spare driver.
- j) For outstation trips driver should be provided with enough money by the contractor for food, accommodation and diesel.
- k) The Transport operator should obtain all required road permits for outstation trips and the expenses related to that will be reimbursed by BHEL on producing the bills.
- l) The actual car parking charges incurred at Airport / Railway Stations, temples and TOLL CHARGES will be reimbursed on production of the original receipt without any corrections or over writings along with the bi-monthly / monthly bill on arrear basis.
- m) The Transport operator should ensure that the Drivers are available at the Taxi all the time during operation.
- n) The contractor shall ensure prompt timely payment to their leased Taxi so that the operations / services of the contract are not affected.
- o) The starting and closing km readings will be from BHEL/Trichy to BHEL/Thirumayam or any destination and back to the base Trichy and the same will be certified by the Transport-in-charge of BHEL, Thirumayam.
- p) BHEL shall have the right to cancel the contract at any time if the provisions of the contract have not been adhered.
- q) This taxi is required on need basis. For operating the taxi from Trichy, advance intimation will be given on the previous day.

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**4) SPECIAL CONDITIONS:**

- a) Working days means including SUNDAYS and HOLIDAYS. Day Rent is calculated based on the Operated no of days only.
- b) The duration of Working in a day will be 12 Hours and the starting time will be stipulated as per the direction given by BHEL.
- c) Detention charges will be paid only when the Taxi is used beyond 12 hrs. in a day operation. Fractional hours will be ignored.
- d) Combination of detention charges and actual running charges beyond 12 hours of operation are applicable for the continued utilisation.
- e) The total run km, detention hour etc., are INDICATIVE / TENTATIVE only. There is no usage guarantee for these values in operation.
- f) The number of Taxi required for deployment on specific days (including Sundays / holidays) may vary as per needs of operation. Transport in-charge will regulate the operations in such cases.
- g) The rates quoted should be exclusive of both service tax & Swachh Bharat Cess and inclusive of any other taxes & duties levied or to be levied both by Central and State Government authorities. Such levies should be borne by the Contractor.
- h) The rates agreed between BHEL and the bidders will remain firm during the currency of the contract.
- i) The taxi will be utilized by BHEL for local, out-station and ghat road section without any restriction.
- j) BHEL reserves the right to terminate the contract at any point of time, if the performance is found not satisfied and the payment will be made based on the quoted rates for the corresponding usage period only.
- k) In case the contractor fails to operate the contract or comply with any of the contractual obligations, BHEL reserves the right to get the same done at the contractor's risk and cost by another agency / department will be adjusted from running bill(s)/Security deposit(apart from recovery of penalty).
- l) BHEL Security and Safety regulations should be observed by the tenderers when their Taxi are engaged in the work under this contract.
- m) The Contractor shall execute the contract diligently adhering to the terms and conditions of the contract. In the event of poor performance, suitable action, including delisting, will be initiated as per the terms and conditions of the contract.
- n) In case BHEL be held liable for any loss, damage or compensation to third parties arising from or in relation to transport operations done by the transport contractor, such loss, damage or compensation shall be paid by the contractor to BHEL together with the costs incurred by BHEL on any legal proceedings pertaining thereto.
- o) The contractor is directly responsible for injuries / death of any person employed by him as well as to the third party occupants or other users arising due to accident or otherwise during the contractual period. At any point of time, BHEL will not be responsible for any loss / damage either to the person or to the Taxi arising out of accident of the Taxi for performing the contractual obligations.
- p) Any addition or deletions or changes in the nature of organisation should be informed to BHEL well in advance.

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- q) Subject as aforesaid the provisions of the Motor Taxi Act or any Statutory modifications or amendments or re-enactment thereof and the rules made there under from time to time have to be followed by the Transport Contractor.
- r) The taxi allotted for BHEL use will be checked by BHEL security personnel as and when required.
- s) BHEL reserves its right to refuse to engage the Taxi even after arrival at the factory, if the driver or the Taxi do not conform to any of the regulation of MV act.
- t) Any mishap (i.e. fire, accident, etc.,) occurring en-route is the complete responsibility of the Transport operator. He is also responsible for the safe, comfortable and timely transportation of the passengers.

**5) PENAL CLAUSE:**

Penalty for Delay / Non-Supply of Taxi will be levied as under:

- a) A penalty equivalent of day rent per day per taxi will be recovered for short supply of Taxi against the BHEL requirement/ contract T&C.
- b) In addition to the above BHEL reserves the right to get the same done at the contractor's risk and cost by engaging the same departmentally. The excess amount if any towards that entire operation may be deducted from the default contractor's running bill / security deposit.
- c) For delayed supply of Taxi against intimated timings, Rs 100/- per hour for a maximum of 4 hrs (fraction of delayed hours will be rounded off to full hour) will be deducted as penalty. For any such delay, contractor has to give advance / immediate intimation to PPPU-Transport official. If delay is more than 4 hours the subject Day Rent for the Taxi will not be given (as penalty) and payment will be given only for KM run.
- d) In case of break-down of taxi while on operation, the taxi should be replaced by an alternative Taxi within 60 minutes from the time of breakdown. If it is not so, an amount of Rs 100/- per hour (fraction of breakdown hours will be rounded off to full hour) will be deducted from the particular bill for the break down hours for maximum of 4 hours only, if break down time exceeds 4 hrs., the subject Day Rent for the Taxi will not be given (as penalty) and payment will be given only for KM run.
- e) In case of non-replacement of Taxi in time as said above against breakdown Taxi, BHEL reserves the right to get the same done at the contractor's risk and cost by engaging the same departmentally. The excess amount if any towards that may be deducted from the default contractor's running bill / security deposit.
- f) Any amount recoverable from Transport operator towards the loss / damage will be adjusted from the outstanding payments due from BHEL or from the security deposit.

**IV. COMMERCIAL TERMS & CONDITIONS:**

Sealed Tenders for the work enclosed are hereby invited from contractors meeting the qualifying criteria as stated. Tenderers should fill in all the required particulars in the blank spaces provided for this purpose in the tender documents and sign each and every page of the tender document including corrigendum & the drawing attached if any, while submitting their bid.

**1) RATE:**

- a) Unit rates should be quoted in figures as well as in words with reference to the item shown in the attached schedule. These rates shall be for the specified work in site.
- b) Rate for the item of the tender schedule should be quoted in Rupees and paise only as per the Work / Rate schedule both in figures and words. In case any difference in rates quoted to figures and in words, the rate quoted in words will be taken as the tendered rate.

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- c) Rates should be quoted as per the **Price bid format**. Rates quoted in any other form will not be accepted and will be rejected.
- d) Contractor has to ensure that all statutory payment as per Minimum Wages Act / Payment of Wages Act etc. and BHEL additional monthly payment (as indicated in Welfare Conditions) to be taken care of while quoting. No claim in respect of payment to workmen will be entertained at a later stage. It will be responsibility of contractor to comply with statutory payments to workmen in this regard.
- e) If, in the price structure quoted for the required goods services works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- f) 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
- g) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (e) and (f) above.
- h) If there is such discrepancy in an offer, the same shall 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.
- i) **The rates quoted should be exclusive of both Service Tax & Swachh Bharat Cess and inclusive of any other taxes & duties levied or to be levied both by Central and State Government Authorities. Such levies should be borne by the Contractor.**
- j) All entries in the tender documents should be made in one ink. Erasure and over-writing are not permitted. All cancellations and insertions should be duly signed by the Tenderer concerned.
- k) Before tendering, the tenderers are advised to inspect the site of work and its environments and be well acquainted with the actual working and other relevant conditions, position of materials and labour.
- l) The rates quoted in the tender shall remain valid initially for a period of at least "THREE MONTHS" from the date of opening of Technical bid. After successful award of contract, these rates shall be firm throughout the contract period.
- m) Service Tax Payment will be reimbursed as per statutory provisions, subject to production of proof of payment / remittances.
- n) Should a tenderer find discrepancies or omissions in the drawings or any of the tender documents should be in doubts as to their meaning; he should at once address the authority inviting the tender for clarifications. Every endeavour is made to avoid any error which can materially affect the basis of the tender but the successful tenderer shall be taken upon himself to provide for the risk or any error which may be subsequently discovered and shall make no subsequent claim on account thereof.
- o) Conditional and late tenders, tenders containing prima-facie absurd rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions herein contained and the tenders not in original are liable to be rejected.
- p) Canvassing in any form w.r.t. tenders is strictly prohibited and the tenders submitted by contractors who resort to canvassing are liable for rejection.
- q) In the event of tender being submitted by the firm, the tender must be signed separately and legibly by each partner or member of the firm or in their absence, by the person holding the power of attorney on behalf of the firm concerned. In the latter case, a copy of the power of attorney duly attested by a Gazetted Officer must accompany the tender.
- r) Every tender must be accompanied by Earnest Money Deposit in the form of Pay order or Demand Draft in favour of BHEL, Thirumayam. EMD shall not carry any interest.
- s) This Earnest Money Deposit will be refunded to the unsuccessful tenderers within 15 days on finalization of the award of work. In the case of successful tender, the earnest Money Deposit will be retained as part of the Security Deposits for satisfactory completion of the work. If the bidder withdraws his offer after submission of tender or after acceptance of tender or fails to start the work, the EMD shall be forfeited.
- t) All payments from BHEL in view of the execution of the contract are liable for IT (TDS), Service Tax, PF & Group Insurance and all other statutory provisions as applicable. Hence, bidders shall confirm that they have suitable mechanism for effective compliance to the same.

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- u) Service Tax and all other taxes shall be shown extra in the bid. Bharat Heavy Electricals Limited, Thirumayam will not entertain any claim what so ever in this respect after opening the tenders. Also Service Tax Registration form / Self-declaration for non-applicability of Service Tax have to be provided as applicable.
- v) BHEL reserves the right to
- Cancel the tender at any stage.
  - Finalize the contract through Reverse Auction / Price Bid Opening.
  - Negotiate or re-float the tender opened if L1 price is not the lowest acceptable price to BHEL inter-alia other reasons.
  - Decide on equally distributing and awarding the work to two or more vendors if same L1 rate is quoted by many vendors.
- w) BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders have to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.
- x) In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit „online sealed bid“ in the Reverse Auction. Non submission of “online sealed bid” by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.

For all Information and general terms & conditions governing RA, kindly refer **Annexure – X**, below.

### Annexure – X

#### Terms & Conditions of Reverse Auction

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

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit “online sealed bid” in the Reverse Auction. Non-submission of “online sealed bid” by the bidder for any of the eligible items for which techno-commercially qualified will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at “Total Cost to BHEL” like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.

Place  
Date

Signature of the Bidder  
(NAME & ADDRESS WITH SEAL)



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**CONTRACTS DEPARTMENT**

Contact No. 04333-279551

Email: [ilango@bheltry.co.in](mailto:ilango@bheltry.co.in)

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10. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.
11. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the "Business Rules of Reverse Auction", which will be communicated before the Reverse Auction.
12. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action *as per extant BHEL guidelines*, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
13. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
14. In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

**2) PAYMENT TERMS:**

- a) Hiring charges shall be paid on bi-monthly/monthly basis on completion of work immediately and on production of necessary invoices/bills duly certified by M&S official and forward the bills to Accounts - PPPU and arrangements will be done by the Accounts Dept. for the payment by RTGS/EFT.
- b) No advance will be paid for operational expenses.
- c) SERVICE TAX payment will be reimbursement as per statutory provisions, subject to production of proof of payment/remittances.

**Note:** Three copies of INVOICE with original signature to be submitted every bi-monthly/monthly on completion of work.

**3) CONTRACT PERIOD:**

- a) The contract execution period will be for a period of **1 Year** from the date of commencement of work.
- b) If required, BHEL reserves the right to extend this subject contract for a further period under same terms and conditions subject to mutual acceptance of both parties.
- c) The contract may be terminated by BHEL due to violations or non-performance of the Contract conditions by giving one month's notice. In the event of contractor requiring termination, he has to provide 4 months' notice to BHEL.

**4) EMD (EARNEST MONEY DEPOSIT): ₹10,000/-(Rupees Ten Thousand Only)**

EMD shall be submitted by the bidder in the form of Demand Draft/Pay Order of Bank drawn in favour of **Bharat Heavy Electricals Limited** payable at **Thirumayam**, Pudukkottai district (Tamil Nadu).

**Note :** Exempt from the payment of EMD along with Tender is allowed for the bidders who

- a) Have paid one time EMD of Rs 2 Lakhs at BHEL-PPPU, Thirumayam
- b) are Joint Venture companies of BHEL, State or Central PSUs / Government departments / Autonomous / Educational / Research Institutions
- c) Have produced valid NSIC or MSE Certificate (**Attested Copy**)

(Bidders should suitably apply for availing exemption from EMD by submitting any of the above listed documents along with the request letter.)

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### 5) RISK PURCHASE:

In the event of any successful Tenderer, after award of LOI / Contract fail to fulfil any of the Tender Terms & Conditions / Contract obligations, explicitly expressed or implied, as per contract/Contract agreement, BHEL will exercise their right to arrange and execute the same through alternate vendor/departmentally at the RISK and COST of the service provider and excess expenditure if any incurred will be deducted from the subjected Service provider's running bill / Security Deposit.

For this purpose, the modus operandi will be as follows:-

- BHEL will address by mail to all technically qualified vendors, and call for a price bid alone, giving only three days' time from the date of mail. The L1 rate obtained by this way, if acceptable to BHEL, Risk purchase order will be issued to L1 vendor.
- The additional expenditure / difference in Cost, if any, including consequential cost shall be recovered from the defaulted vendor.
- The decision of BHEL with regard to arriving at the total cost of recovery from the vendor shall be final.
- It shall be noted that both Penalty clause and Risk Clause will be imposed on contractor if the contractor fails to provide the service.

### 6) TENDER EVALUATION:

- The Bidder should submit the rate as per the Price Bid format only.
- L1 will be decided based on the MINIMUM OVERALL TOTAL VALUE OF "C" covering all the items.

### V. CONDITIONS RELATED TO THE WELFARE OF LABOURS:

- The successful contractor has to have his own PF, ESI / Group Insurance registration and comply with the relevant Acts. If not available immediately / already applied / pending with PF authorities, then an undertaking to comply on award of contract.**
- The Contractor has to remit PF for his workers for the same amount which he paid as total wages to the employees on monthly basis. He has to remit 13.61% from his side and deduct 12% of Wages from the monthly wages of the employees and a total of 25.61% of monthly wages should be remitted as PF i.r.o. each employee.
- The Contractor has to produce the PF Registration Code for his workers as per the Government rules while submitting the first bill. The first bill will be processed only on production of the above code. For subsequent bills, the PF remittance challan for the engaged labour has to be submitted for bill processing.
- BHEL will not be liable for any medical attention, injury / loss of life of the persons engaged by the contractor during the work inside the factory premises as per the contract. A suitable insurance coverage (ESI / Group Insurance) for the employees shall be arranged by the Contractor at his cost from the first day of operation, towards medical treatment and compensation of any loss as per legal provisions.
- The contractor shall have full control over his employees including the right to appoint, determine service conditions, discharge, dismiss, or otherwise terminate their services at any time. The contractor shall be solely responsible for any claim arising out of employment or termination of employment of his employees and for statutory payments.
- In case, during the contract period if ESI scheme comes into effect, the contractor shall conform to the statutory requirements and any additional cost involved shall be borne by the contractor only.
- The contractor shall employ such personnel who are medically fit and above the age of 18 only. The company has the right to direct the contractor to remove from the premises such of his personnel who may be physically, hygienically, clinically or medically found to be unfit.
- The Minimum Wages as prescribed by the State Government from time to time should be paid to the contract Workers and the Wage and Attendance Registers should be produced to Welfare Section every month.

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The minimum wages applicable for the year 2015-16 is given below:

Sl. No	Category	Minimum Basic Wages per day (Rs)	Minimum DA per Day (Rs)	Total Minimum wages per Day (Rs)	Minimum Basic wages per Month (Rs)	Minimum DA per Month	Total Minimum wages per Month (Rs)
1	Un Skilled Worker	₹ 123.00	₹ 176.00	₹ 299.00	₹ 3,690.00	₹ 4,575.00	₹ 8,265.00
2	Semi-Skilled Worker	₹ 133.00	₹ 176.00	₹ 309.00	₹ 3,990.00	₹ 4,575.00	₹ 8,565.00
4	Skilled Worker	₹ 139.00	₹ 176.00	₹ 315.00	₹ 4,170.00	₹ 4,575.00	₹ 8,745.00
5	Supervisor	-	-	-	₹ 3,956.00	₹ 4,575.00	₹ 8,531.00

(The above table is for illustrative purpose only. Latest circular shall be followed.)

- 9) Apart from the above, an additional monthly payment of ₹ 3200/- for Unskilled, ₹ 3700/- for Semi-Skilled worker and ₹ 4100/- each for skilled worker is to be ensured.
- 10) If the contractor employs more than twenty employees, he has to obtain Licence to this effect from the Factory Inspectorate and renew the same periodically.
- 11) The Contract workers should be fully aware of safety measures and observe all safety precautions during work. The contractor should also make his own arrangements to provide requisite safety devices to the workers, based on the nature of work. Any accident/incident occurring to his workers in Company's premises should be reported in writing by the Contractor to Safety, Welfare and Line Executive concerned.
- 12) A list containing the name of working persons' photo, address, age, designation, nature of work is to be furnished immediately on receipt of the contract/work order. This is required for our records and issuance of Identity Card for Gate entry.
- 13) Canteen facility will be provided at subsidized rates as per the provisions of "The Contract labour (Regulation & Abolition) Act 1970 and the related Tamil Nadu Rules".
- 14) Minimum Bonus of 8.33% as applicable shall be paid to the contract employees as per the Payment of Bonus Act 1965.
- 15) The Contractor shall in respect of labour employed by him, comply with the following statutory provisions, rules & in regard to all matters provided therein.
  - a) The Workmen Compensation Act 1923,
  - b) The Payment of Wages Act 1936 and the related Tamil Nadu Rules ,
  - c) The Industrial Disputes Act 1947,
  - d) The Factories Act 1948 and the related Tamil Nadu Rules ,
  - e) The Minimum Wages Act 1948 and the related Tamil Nadu Rules ,
  - f) Employee's Provident Funds & Miscellaneous Provisions Act 1952,
  - g) The Payment of Bonus Act 1965,
  - h) The Contract labour (Regulation & Abolition) Act 1970 and the related Tamil Nadu Rules,
  - i) The Building and Other Construction Works (RE & CE) Act, 1996 and the related Tamil Nadu Rules.

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**Checklist for Documents to be submitted to HR/Welfare Section\***

Sl.No	Document type	Scheduled Date	Periodicity	Remarks
1	PF Registration code	On Award of contract/ on production of First bill	One time/as and when required by BHEL	
2	ESI/Group Insurance Code	On award of Contract	One time/as and when required by BHEL	
3	Form VI-A & VI-B under Contract Labour (R&A) Act	On commencement and Completion of the Contract	Twice ( Once on commencement and once of completion of contract)	Form VI-A to be submitted to Labour authorities and a copy to submitted to Welfare section. Form VI-B ( to be prepared and endorsed by User/executing Department) to be submitted to Welfare Section
4	Labour License	To be obtained immediately from Labour authorities in case of engagement of 20 or more contract workers	One time/ on renewal of License / as and when required by BHEL	
5	Bio Data form with proper ID proof	To be submitted for all employees immediately on award of contract and as and when new employees are engaged	One time / as and when required by BHEL	Required for providing ID cards to enable entry into Factory premises and for record purpose
6	Attendance Register	To be submitted on or before 5th of every month	Monthly	To be endorsed by the contractor and BHEL authorised executive/Line Executive
7	Wage Register	To be submitted on or before 5th of every month	Monthly	1. Should show PF deduction for each employee 2. to be endorsed by the contractor and BHEL authorised executive/Line Executive
8	PF remittance challan & PF - ECR	To be submitted on or before 5th of every month	Monthly	
9	Monthly Entry Format	To be submitted on or before 25th of each month	Monthly	
10	Canteen Usage Request format	To be submitted immediately on award of contract	One time / as and when there is a change in the number of contract workers	The Canteen timings as intimated by BHEL management are to be adhered to

\* The checklist is indicative, the contractor is obliged to produce any other document required, in compliance with extant statutes and BHEL practice, as and when required.

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### VI. GENERAL TERMS & CONDITIONS:

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

- a) The "**Contract**" means, the documents forming the tender and acceptance thereof, together with all the documents referred to therein including general and special conditions to contract. All these documents as applicable taken together shall be deemed to form one contract and shall be complementary to one another.
- b) The "**work**" means, the work described in the tender documents in individual work-orders as may be issued from time to time to the contractor by the Officer In-charge 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.
- c) The "**contractor**" means, the individual Firm or Company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the persons composing the firm or Company or the successors of the firm or company and the permitted assigns of such individual or firm or Company.
- d) "The **Officer-in charge**" means, the Officer deputed by the Head of Dept./Executing Dept., to supervise the work or part of the work.
- e) "**Approved**" and "**Directed**" means, the approval or direction of Head of Unit/PPPU-THIRUMAYAM, or person deputed by him for the particular purposes.
- f) "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 Executive/CONTRACTS/PPPU authorized to invite tenders and enter into contract for works on behalf of the Company.
- g) The "**Contract sum**" means, the sum accepted or the 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.
- h) A "**week**" means, Seven Days, without regard to the number of hours worked or not worked in any day in that week.
- i) A "**day**" means, the day of 24 hours (TWENTY FOUR) irrespective of the number of hours worked or not worked in that day.
- j) A "**working day**" means, any day other than that prescribed by the NEGOTIABLE INSTRUMENTS ACT as being a Holiday, and consists of the number of hours of labour as commonly recognized by good employers in the trade in the district where the work is carried out or as laid down in the BHEL regulations.

**02. HEADING TO THE CONTRACT CONDITIONS:** - The heading to these conditions shall not affect the interpretations thereof.

**03. 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.

**04. DEVIATIONS:-** The contractor shall not carry out any work not covered by schedule except in pursuance of the written instructions of HOD/Contracts Dept. No such work shall be valid unless the same has been specifically confirmed and accepted by BHEL in writing and incorporated in the Contract.

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

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**SUB-CONTRACT:-** The Contractor shall not sub-let any portion of the contract without the prior written approval of the BHEL.

**06. 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.

**07. SECURITY DEPOSIT:-**

Security Deposit should be paid by the contractor. Security Deposit shall be collected from the successful tenderer as shown below:

Contract Value Up to ₹10 Lakhs	10% of the contract value
For Contract Valued above ₹10.00 Lakh up to ₹50.00 Lakhs	₹1 lakh plus 7.5% on the balance of the Contract value.
For Contracts valued above ₹50.00 Lakhs	₹4 lakhs + Plus 5% on the balance of the contract value.

The Security Deposit shall be deposited before start of the Work. Failure to remit the Security Deposit shall be treated as failure to discharge the duties under the contract and shall result in cancellation of the contract and the bidder shall be liable to compensate BHEL for any loss. EMD in such cases shall be forfeited.

The Security Deposit may be furnished in any one of the following forms:

- i) Cash (as permissible under the Income Tax Act) – at present not applicable to BHEL/Thirumayam.
- ii) Pay Order, Demand Draft in favour of BHEL.
- iii) Local cheques of scheduled banks, subject to realization.
- iv) Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).
- v) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL and with minimum validity covering the contract period + 2 months & maintenance period if any.
- vi) In order to ensure the genuineness of BG's, the BG's are to be sent directly by the concerned bank through registered post to CONTRACTS DEPT/PPPU, BHEL Thirumayam.
- vii) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back and with minimum validity covering the contract period & maintenance period if any.
- viii) Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit should be paid before commencement of work (any of the above form) and the balance 50% may be recovered from the running bills.

**The security deposit shall not carry any interest.**

**The Earnest Money paid at the time of tender will be adjusted as part of the Security Deposit** and the balance amount will be collected from the contractor as mentioned above.

Security Deposit shall not be refunded except in accordance with the terms of the Contract or Agreement.

No interest shall be allowed on Security Deposits. 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.

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All compensation or other sums of money payable by the Contractor to BHEL under the terms of this contract or under any other contract with BHEL may be deducted from the Security Deposit or realised by the sale of the securities or from the interest arising there from 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.

- 08. REFUND OF SECURITY DEPOSIT:-** Security Deposit will be refunded on completion of the work and after the expiry of the maintenance period, if any, provided always that the Contractor shall first have been paid the last and final bill and have rendered a "NO DEMAND CERTIFICATE". In case no maintenance period is applicable, then 100% of security Deposit will be refunded after providing "No Demand" certificate by the contractor as per the "Refund of Security Deposit" format.
- 09. 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.
- 10. CONTRACTOR'S SUPERVISION:-** The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to the HOD/Executing Dept., to act in his stead.
- Orders given to the Contractor's agent shall be considered to have the same force as if they have been given to the Contractor himself.
  - The Contractor or his accredited agent shall attend when required without making any claim for doing so, either the office of the Executive/CONTRACTS or the OFFICER-INCHARGE, to receive instructions.
  - BHEL-PPPU, THIRUMAYAM 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.
- 11. 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, there under from time to time.
- 12. 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.
- 13. DAMAGE & LOSS TO PRIVATE PROPERTY & INJURY TO WORKMEN :-** The Contractor shall at his own expense reinstate and make good to the satisfaction of the HOD/Executing Dept., 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.
- 14. LAWS GOVERNING THE CONTRACT:-** The contract shall be governed by the Indian Laws for time being in force.
- (i) Should a tenderer or a contractor has a dependent/relative or in the case of a partnership firm, any of its partners or dependents of partners employed in BHEL, the authority inviting tenders should be informed of this fact at the time of submission of the tender failing which tender may be disqualified or if such fact subsequently come to light, the contract may be cancelled.

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(ii) No BHEL employee and their dependents are eligible to submit their offer against this tender.

**15. 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 extent as provided in the case of cancellation for default.

If the Contractor shall:-

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

**16. 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,

- 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
- 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,  
OR
- 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.  
OR
- Fails to carry out the work and unauthorized absence for more than 3 days.

Whenever BHEL exercise the authority to cancel the contract under these 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 EXECUTIVE/CONTRACTS/PPPU 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 HOD/Contracts Dept. or his authorized representative, or the same shall be recovered from the Contractor by other means.

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 HOD/Executing Dept. & Contracts Dept., whose decision shall be final and conclusive.

Place  
Date

Signature of the Bidder  
(NAME & ADDRESS WITH SEAL)



**Bharat Heavy Electricals Limited**  
(A Govt. of India Undertaking)  
Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu  
**CONTRACTS DEPARTMENT**

Contact No. 04333-279551

Email: [ilango@bheltry.co.in](mailto:ilango@bheltry.co.in)

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

**If the Contractor:**

- o makes default in carrying out the work as directed and continues in that state after a reasonable notice from HOD/Executing Dept., or his authorised representative;
- o fails to comply with any of the Terms and Conditions of the contract or after reasonable notice in writing with orders properly issued there under;
- o 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 HOD/Executing Dept., 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 HOD/Contracts Dept. or his authorized representative 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 HOD/Executing Dept. & Contracts Dept., whose decision shall be final and conclusive.

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

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

**19. SPECIAL POWER TO TERMINATION:-** If at any time after the award of contract, BHEL shall for any reason whatsoever not require whole or any part of the work to be carried out, the HOD/Contracts Dept. or his authorized representative, 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.

**20. 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.

**21. 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.

**22. FORCE MAJEURE CLAUSE:-** If, at any time during the continuance of this Contract the performance in whole or in part by either party of any obligations under this Contract shall be prevented or delayed by reason of any War, Hostile acts of the public enemy Civil Commotion, Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, 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 therefore 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

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extension of time shall be granted for periods considered reasonable by the Executive/Contracts/PPPU subject to prompt notification by the contractor.

**23. ARBITRATION:** - All disputes between the parties to the contract, arising out-of or relating to the contract, other than those for which the decision of the HOD/Executing Dept. / Contracts Dept., or Accepting Officer of the contract expressed to be final and conclusive shall be after written notice by either parties to the contract be referred to the sole Arbitration of Head of Unit / PPU-BHEL, or other Officers of BHEL appointed as Arbitrator, by the Head of Unit of PPU-BHEL in his sole discretion. Unless the parties otherwise agree, such reference shall not take place until after the completion, alleged completion or abandonment of the work of the determination of the contract.

The venue of Arbitration shall be such a place or places as may be fixed by the Arbitrator in his sole discretion. The award of the Arbitrator shall be final, conclusive and binding on both parties to the contract.

**24. 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.

**25. STATUTORY REQUIREMENTS:**

- o All statutory requirements under Minimum Wages Act, 1948, Factories Act 1948, Workmen Compensation Act 1923, Employees Provident Fund and Miscellaneous Provisions Act, 1952, Payment of Gratuity Act 1972, Employee State Insurance Act 1948, Contract Labour (R&A) Act 1970, Payment of Bonus Act 1965, Income Tax Act, Service Tax Act and all other applicable Acts shall be complied with by the Contractor.
- o 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.
- o 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.
- o Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and provide a copy of the same to BHEL.
- o Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.

**26. 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.

**27. 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 centers, 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.

**28. 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

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CONTRACTS DEPARTMENT

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inform the change in the constitution of the firm BHEL may reserve its rights for suspending or terminating the contract.

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

**30. SAFETY CONDITIONS: Tamil Nadu Factories Rules, 1950**

- Rule 61F: Methods of Work: No process or work shall be carried on in any factory in such a manner as to cause risk of bodily injury.
- Rule 61G: Stacking and storing of materials etc.: No materials or Equipment shall be stacked or stored in such a manner as to cause risk of bodily injury.
- Rule 61-N and Rule 61- O: Workers to be provided with Personal Protective equipment suitable for the hazards and should be of good quality / have certification by Indian Standard Institute.
- Rule 96: Notification of Accidents: Shall be complied with as required in the Factories Act (Section 88 and Section 88A) and Tamil Nadu Factories Rules.

The following safety measures should be strictly adhered to during execution of works at sites.

1. Providing the working platform with toe board and handrail for continuous working at heights.
2. Providing safety belt and life line at all times for men working at heights.
3. Providing dust or fume respirator in places where dust and fume concentration exists.
4. Providing goggles and welding screens.
5. Providing acid and alkali proof rubber gloves for handling acid and alkali and chemical which are corrosive.
6. Providing rubber gloves for working on electrical works.
7. Ensuring proper lashing of the components while being transported in vehicles.
8. The vehicles must have side supports or have body to support the materials conveyed.
9. The materials should not be allowed to extend or overflow the sides of the vehicles.
10. Materials should not be allowed to overhang from the rear edge of the body of the vehicle.
11. Driver of the vehicle must possess license.
12. Vehicle must not be overloaded prescribed limits.
13. Red flags and lights for parts projecting from the body of vehicle must be provided.
14. The speed restrictions within the factory premises must be strictly adhered to.
15. The gas cylinders must be always handled on trolleys or kept tied down not in use. They should never be rolled as Roller for conveying.
16. Cylinders should not be used without regulators.
17. All excavations must be barricaded and red lamps must be provided.
18. All electrical connections must be properly earthed.
19. No work should be taken up for execution inside shop floor, without obtaining necessary work permit.
20. Providing helmet, safety belt, etc., for high level work and sufficient number of Industrial Safety nets at appropriate level to safeguard the persons working at high level particularly nin trusses, girders, roofing etc., of industrial and high roof buildings.
21. The contractor should maintain a register regarding the driver license particulars.

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22. All personal protective equipment conform with standard specification as per the details given in the code of conduct.

Contractor including their sub-contractors, agents and labour engaged on the work are required to scrupulously adhere to the safety regulations, safety precautions and measurers. Any violation thereof will invite punitive action being taken against them. Also contractors with frequent violations of safety regulations will not be entrusted with further work in this organization.

**31. SAFETY PRECAUTIONS TO BE OBSERVED WHILE TRANSPORTING MATERIALS**

**A) VEHICLE**

1. Vehicles carrying material should have proper registration documents and must be produced on demand by our Security Staff.
2. The light on right side, i.e., over the driver's cabin shall be in working condition.
3. Both the head lights as well as park lamps must be in working conditions.

**B) MOVEMENT OF VEHICLE**

1. The vehicle should not travel at more than 20 km.ph in our premises.
2. The Driver of the vehicle must possess heavy duty license and produce on demand by the Security Staff.
3. Vehicles carrying inflammable liquids in the tank containers should have grounding chain or the tank should be coated with insulating material also to avoid Static Electricity.
4. In road junctions, speed breakers and railway crossing, the speed should be lowered and vehicle should proceed cautiously.
5. The driving should 'KEEP TO THE LEFT' at all places.
6. The vehicle should not be parked in road which could obstruct the vehicular traffic.
7. No person other than driver should be allowed to sit or stand on the prime mover or trailer.
8. The vehicle should pass only through the approved routes. Short cuts should be forbidden.
9. There must be a safe distance behind another moving truck.
10. The driver should avoid making quick starts, jerky stops or quick turns at excessive speed.

**32. GENERAL:**

The vehicles should not be moved directly inside the production building in case the materials are to be unloaded there. But the vehicle should be parked outside the building and the driver should ascertain the passage as well as the unloading points with the help of shop officials. This will avoid the congestion of blocking of traffic in the gangway.

**33. NOTICE OF ACCIDENTS**

- 1) Notwithstanding anything contrary to this, in the event of accident the contractor shall be required to fill injury report and submit the Engineer in charge immediately and ensure the compliances of ESI / Workmen's compensation Act, Factories Act and Rules made thereunder. He shall also maintain a register of accident as per the Act.
- 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 Contract shall comply with the provisions of the Workmen's Compensation Act 1923. (This should be read in conjunction with the provisions of ESI Act).

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**MSE VENDORS:-**

MSE suppliers can avail the intended benefits only if they submit along with the offer, **attested copies of either EM II certificate** having deemed validity (Five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM II certificate along with **attested copy** of a CA certificate (Format is provided below where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bids 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.

**Certificate by Chartered Accountant on letter head**

This is to certify that M/s. \_\_\_\_\_ (hereinafter referred to as 'company') having its registered office at \_\_\_\_\_ is registered under MSMED Act 2006, (Entrepreneur Memorandum No (Part II)) \_\_\_\_\_ 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):  
₹ \_\_\_\_\_ Lacs
- 2. For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act 2006):  
₹ \_\_\_\_\_ Lacs

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

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

Or

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

Date:

(Signature)

Name:

Membership number:

Seal of Chartered Accountant

Place  
Date

Signature of the Bidder  
(NAME & ADDRESS WITH SEAL)



## Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

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### CERTIFICATE OF COMPLIANCE

To

DGM / Contracts  
Power Plant Piping Unit,  
BHEL – Thirumayam-622 507.

Sir,

We have carefully read the tender specifications connected with the above tender and have understood the technical requirements and conditions to the above tender which consists of

1. Technical Bid
  - a) Pre-Qualification Criteria ,
  - b) Scope of Contract,
  - c) Work Specific Terms & Conditions,
  - d) Commercial Terms & Conditions,
  - e) Conditions related to the Welfare of labours,
  - f) General Terms & Conditions.

2. Price Bid

Total No. of Pages – 28 + 1 (RTGS/NEFT Format)

We agree to carry out the contract tendered at the rates as offered by us in the Price Bid (Rate Schedules) submitted by us and in accordance to the terms and conditions of the subject tender.

**If the contract is awarded to us the prices shall be kept firm till the completion of contract.**

Draft of..... Bank bearing No.....dated.....for an amount of  
₹\_\_\_\_\_/- (Rupees \_\_\_\_\_only) Or one time EMD CR ref (of PPPU,  
Thirumayam Only)\_\_\_\_\_ is submitted in a separate cover towards EMD Or any other document  
\_\_\_\_\_ for exemption from EMD.

Place  
Date

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TECHNIAL BID

A1. PRE - QUALIFICATION CRITERIA DETAILS:

ANNEXURE – “A”

S NO	ELIGIBILITY CRITERIA	BIDDER's RESPONSE	
01	EMD (₹10,000 )	DD No. _____ Date _____ Drawn from _____ (Bank) for Rs. _____ / (Rupees _____ only) (Or) One time EMD of ₹2 lakhs remitted at BHEL Thirumayam only. CR ref: _____ (in the form of DD only). Or any other document _____ _____ for exemption from EMD.	
02	Income Tax PAN No. Proprietorship - PAN card on owner Name For others - PAN card on company/Firm/Business	PAN No. – _____ Proof Attached / Proof Not Attached	
03	Service Tax Regn. No. ( Proof to be Attached) #If not applicable, please furnish the details in the attached below format	Regn No : _____	
04	Company Status (Proprietorship/ Partnership Firm/LLP/One person Company/Private Limited Company/Public Limited Company/Trust/Society) (Proof to be attached)	Company status : _____ Proof attached / proof not attached	
05	The bidder shall have minimum one No. of Tata Indica AC Taxi or any other equivalent or higher end vehicle (Taxi) with tourist permit in the Bidder's Firm name / Bidder's Individual Name. Registration of the above taxi should be on or after 01-01-2014. Copies of Valid Taxi RC, Insurance, Permit, to be submitted along with the offer.	Ref : _____ (Proof shall be attached)	
06	Annual turnover of any one financial year in the last three financial years ending 31.03.2015 should be minimum <b>Rs.85,800/-</b> . The Turnover is to be duly certified by a chartered accountant.	Turnover: ₹ _____ (Certificate from Chartered Accountant shall be attached)	
07	On award of contract, the successful bidder shall comply with all the statutory requirements of <b>PF &amp; ESI/GI</b> rules & regulations for their workmen deputed for this work.	Accepted	Not Accepted
08	Willingness to participate in Reverse Auction(RA)	Accepted	Not Accepted

**NOTE: Documents submitted with the offer shall be signed & stamped in each page by authorized representative of the bidder, without which bids will not be considered for further evaluation.**

Place  
Date

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**A2. GENERAL DETAILS:**

01	Name and full address of the Company / Firm	
02	Name of contact Person with Designation	
03	Contact Details:	
	Landline No.	
	Mobile No.	
	email ID:	
04	Local Office Address with Contact person, Phone No., Mobile No., email ID, Fax No. (If any)	

**Declaration:**

- i) I/We (including all partners) certify that I/We have read the Terms and conditions and shall abide by them.
- ii) I/We certify that the information given above is true to the best of our knowledge. I/We also understand that if any of the information is found wrong, I/We am/are liable to be debarred.
- iii) I/We certify that I/We will not get myself / ourselves registered as contractor(s) in BHEL under more than one name.

Place  
Date

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For Vendors whose taxable services have not exceeded Rs. 9 Lakhs & Service Tax is not applicable to them.

**(FORMAT IS TO BE TYPED ON COMPANY'S LETTER HEAD ONLY)**

To,  
HOD  
Contracts / PPPU  
BHEL, Thirumayam

Date – \_\_\_/\_\_\_/2015

REF: Tender No. **PPPU:WC:15:034** Dt. **04.03.2016** for "Supply of 1 No. TATA INDICA AC Car for AC / Non-AC operation from **BHEL/ Trichy as base** for a period of ONE YEAR on HIRE BASIS for BHEL-PPPU, Thirumayam".

**DECLARATION**

I, \_\_\_\_\_, Proprietor/Managing Partner/Managing Director/CMD of M/s \_\_\_\_\_ whose registered address is \_\_\_\_\_,

hereby declare that the aggregate value of the taxable services provided during the financial year 2014-15 has not exceeded Rs. 9 Lakhs. Therefore, I/We have not registered with Superintendent of Central Excise as per Section 66B of finance act 1994 read with Notification No 26/2005-ST dated 07.06.2005.

I/We also certify that our aggregate value of taxable services provided from 01.04.2015 till date has not exceeded the above threshold limit.

I/We also certify that in future during the running period of the contract if the aggregate value of the taxable services exceeds the threshold limit as per the above mentioned notification, we will register and submit the copy of certificate of registration-ST-2.

Authorized Signatory with address

\* Person providing taxable services in excess of rupees Nine Lakhs per annum (but less than Rupees Ten Lakhs) will have to register with Superintendent of Central Excise under Service Tax Provisions [Notification No. 26/2005-ST, dated 7-6-2005], though they will be eligible for exemption if turnover is less than Rupees Ten Lakhs per annum.

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**PRICE BID FORMAT**

**Annexure - B**

SL. NO.	VEHICLE TYPE	Mode of operation	UNIT OF MEASURE	QTY FOR ONE CAR (A)	Rate/ Unit Rs. (B) ( Exclusive of Service Tax )	Total Rate C = (A) x (B) ( Exclusive of Service Tax )
I	TATA INDICA –AC CAR Total No. of Car=1 (Base Station: Trichy)	AC OPERATION	Day Rent	125	Rs. _____ /- Per DAY (Rupees _____ ONLY)	Rs. _____ /- (Rupees _____ ONLY)
			km	25000	Rs. _____ /- Per KM (Rupees _____ ONLY)	Rs. _____ /- (Rupees _____ ONLY)
			Detention hr.	50	Rs. _____ /- Per HOUR (Rupees _____ ONLY)	Rs. _____ /- (Rupees _____ ONLY)
		NON AC OPERATION	Day Rent	50	Rs. _____ /- Per DAY (Rupees _____ ONLY)	Rs. _____ /- (Rupees _____ ONLY)
			km	10000	Rs. _____ /- Per KM (Rupees _____ ONLY)	Rs. _____ /- (Rupees _____ ONLY)
			Detention hr.	50	Rs. _____ /- Per HOUR (Rupees _____ ONLY)	Rs. _____ /- (Rupees _____ ONLY)
<b>TOTAL HIRE CHARGES FOR ONE CAR OPERATION (OVERALL TOTAL VALUE OF " C ")</b>						Rs. _____ /- (Rupees _____ ONLY)

**IMPORTANT NOTE:**

- L1 will be decided based on the MINIMUM OVERALL TOTAL VALUE OF "C" covering all the items.
- Night Halt Charge includes Boarding & Lodging charges of the driver concerned and detention Charges are NOT APPLICABLE for Halting hours.

Place  
Date

Signature of the Bidder  
(NAME & ADDRESS WITH SEAL)

**RTGS/NEFT FORM**

To  
THE PURCHASE/CONTRACT EXECUTING AGENCY/BHEL

**ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS TRANSFER**

01	Name & Address of the Supplier / Sub-contractor											
02	VENDOR CODE assigned by BHEL											
03	BENEFICIERY'S NAME											
04	ACCOUNT TYPE (SB/CA/CC/OD)											
05	BANK ACCOUNT NUMBER											
06	NAME & ADDRESS OF THE BANK											
07	BRANCH CODE											
08	BRANCH IFSC CODE										X	X
09	BRANCH MICR CODE											
10	NAME OF AUTHORISED SIGNATORY											
11	EMAIL ID											
12	PAN NO.											
13	TELEPHONE/MOBILE NO.											

**CERTIFICATE**

I / We hereby agree to receive the payments due from BHARAT HEAVY ELECTRICALS LIMITED by the National Electronic Funds Transfer and / or RTGS Transfer mode by credit to my / our above mentioned Bank Account. I / We also agree that payments made to the above mentioned Account is a valid discharge of the liability of Bharat Heavy Electricals Limited. I / We also agree to bear the applicable Bank Charges for the above mode of transfer. **Original cheque leaf/cancelled cheque leaf of the above account is sent herewith.**

AUTHORISED SIGNATORY WITH NAME SEAL

**Banker's Certification**

We confirm that we are enabled for receiving RTGS and NEFT credits and we further confirm that the account number of \_\_\_\_\_ (name of account holder), the signature of the authorized signatory and the MICR and IFSC codes of our Branch mentioned above are correct.

PLACE:  
DATE:

(Manager / Officer's)  
Signature Under Bank stamp and Name Seal  
with Membership No.....  
(Telephone / Mobile No )

**Forwarded to Accounts Dept.**

We confirm the above details are verified with the records available with us.

Signature of Contracts

Finance/Bank