



BHEL
Tenders

Government eProcurement System

Tender Details

Date : 11-Aug-2022 01:02 PM

Print

Basic Details

Organisation Chain	Bharat Heavy Electricals Limited BHEL Trichy M and S/MMO		
Tender Reference Number	9222200008		
Tender ID	2022_BHEL_16474_1		
Tender Type	Open Tender	Form of contract	Lump-sum
Tender Category	Services	No. of Covers	2
General Technical Evaluation Allowed	No	ItemWise Technical Evaluation Allowed	No
Payment Mode	Offline	Is Multi Currency Allowed For BOQ	No
Is Multi Currency Allowed For Fee	No	Allow Two Stage Bidding	No

Payment Instruments

Offline	S.No	Instrument Type
	1	DD
	2	BC
	3	Bankers Pay Order(BPO)

Cover Details, No. Of Covers - 2

Cover No	Cover	Document Type	Description
1	Fee/PreQual/Technical	.pdf	Tech Bid
2	Finance	.xls	Price Bid

Tender Fee Details, [Total Fee in ₹ * - 0.00]

Tender Fee in ₹	0.00	Fee Payable To	Nil	Fee Payable At	Nil
Tender Fee Exemption Allowed	No				

EMD Fee Details

EMD Amount in ₹	1,55,802	EMD through BG/ST or EMD Exemption Allowed	Yes
EMD Fee Type	fixed	EMD Percentage	NA
EMD Payable To	BHEL	EMD Payable At	Trichy

[Click to view modification history](#)

Work /Item(s)

Title	Hiring of Ambulance services at BHEL Trichy for the Period of Two Years.				
Work Description	Hiring of Ambulance services at BHEL Trichy for the Period of Two Years.				
Pre Qualification Details	Please refer Tender documents.				
Independent External Monitor/Remarks	NA				
Show Tender Value in Public Domain	No				
Tender Value in ₹	0.00	Product Category	Miscellaneous Services	Sub category	NA
Contract Type	Tender	Bid Validity(Days)	120	Period Of Work(Days)	730
Location	BHEL Trichy	Pincode	620014	Pre Bid Meeting Place	NA
Pre Bid Meeting Address	NA	Pre Bid Meeting Date	NA	Bid Opening Place	NIC Portal
Should Allow NDA Tender	No	Allow Preferential Bidder	No		

Critical Dates

Publish Date	11-Aug-2022 01:05 PM	Bid Opening Date	22-Aug-2022 03:30 PM
Document Download / Sale Start Date	11-Aug-2022 01:10 PM	Document Download / Sale End Date	22-Aug-2022 11:00 AM

Clarification Start Date	NA	Clarification End Date	NA
Bid Submission Start Date	11-Aug-2022 01:15 PM	Bid Submission End Date	22-Aug-2022 11:00 AM

Tender Documents

NIT Document	S.No	Document Name	Description	Document Size (in KB)
	1	Tendernotice_1.pdf	Tender Doc	874.77

Work Item Documents	S.No	Document Type	Document Name	Description	Document Size (in KB)
	1	BOQ	BOQ_17421.xls	BOQ	285.00

Bid Openers List

S.No	Bid Opener Login Id	Bid Opener Name	Certificate Name
1.	raeesa@bhel.in	RAEESA BANU	A Raeesa Banu
2.	surajkumar@bhel.in	Suraj Kumar	SURAJ KUMAR
3.	kpusha@bhel.in	USHA K P	K P USHA
4.	nisha@bhel.in	Nisha Devidas	NISHA DEVIDAS

GeMARPTS Details

GeMARPTS ID	K8RR3NLMDYMY
Description	Contract for hiring Ambulance service
Report Initiated On	12-Jul-2022
Valid Until	11-Aug-2022

Tender Properties

Auto Tendering Process allowed	No	Show Technical bid status	Yes
Show Finance bid status	Yes	Show Bids Details	Yes
BoQ Comparative Chart model	Normal	BoQ Compative chart decimal places	3
BoQ Comparative Chart Rank Type	L	Form Based BoQ	No

Tender Inviting Authority

Name	Sr Engineer
Address	Sr Engineer M and S 2 and 4 Bldg BHEL Trichy

Tender Creator Details

Created By	Nisha Devidas
Designation	Dy. Engineer
Created Date	11-Aug-2022 12:34 PM

BHARAT HEAVY ELECTRICALS LIMITED
High Pressure Boiler Plant, Tiruchirappalli- 620014
Maintenance & Services Dept. (FB)
NOTICE INVITING e-TENDER

1.	Tender Ref No:	9222200008 / 11.08.2022														
2.	Tender Type	Open Tender -Two part (e-Tender)														
3.	Name of works	Hiring of Ambulance services at BHEL Trichy for the Period of Two Years.														
4.	Location of work	BHEL-Trichy Premises & Local.														
5.	Period of contract	Two years from the date of award of contract.														
6.	Earnest Money Deposit Amount	Rs.1,55,802/-														
7.	Contents of Tender Document.	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Part-I - TECHNO COMMERCIAL BID NIT & INSTRUCTIONS TO THE TENDERER</td> <td style="text-align: right; vertical-align: top;">Pages 1-2</td> </tr> <tr> <td>A.PRE-QUALIFICATION CRITERIA</td> <td style="text-align: right;">3-4</td> </tr> <tr> <td>B. SCOPE OF WORK & BILL OF QUANTITIES</td> <td style="text-align: right;">5-14</td> </tr> <tr> <td>ANNEXURE - A (No Deviation Certificate)</td> <td style="text-align: right;">15</td> </tr> <tr> <td>ANNEXURE - B (Declaration)</td> <td style="text-align: right;">16</td> </tr> <tr> <td>Part- II - Price Bid</td> <td style="text-align: right;">17-18</td> </tr> <tr> <td>BOQ</td> <td style="text-align: right;">19</td> </tr> </table> <p>Annexure for terms under Section C- Technical Terms and conditions, Section D- OTHER TERMS & CONDITIONS OF CONTRACT, Section E- EMD/SD PAYMENT INSTRUCTION THRU E-COLLECT), Section F- TERMS & CONDITIONS TO EMPLOYEES ENGAGED BY THE CONTRACTOR.</p>	Part-I - TECHNO COMMERCIAL BID NIT & INSTRUCTIONS TO THE TENDERER	Pages 1-2	A.PRE-QUALIFICATION CRITERIA	3-4	B. SCOPE OF WORK & BILL OF QUANTITIES	5-14	ANNEXURE - A (No Deviation Certificate)	15	ANNEXURE - B (Declaration)	16	Part- II - Price Bid	17-18	BOQ	19
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8.	Submission of offer	No physical submission of tender. Tender only to be submitted electronically by logging to e-Procurement portal i.e. https://eprocurebhel.co.in/														
11.	Due date for submission of offer	22.08.2022 / 11:00 Hrs.														
12.	Due date for opening of Techno -Commercial Bid	22.08.2022 / 15:30 Hrs.														

INSTRUCTIONS TO THE TENDERER

1.EMD CRITERIA:

- Above EMD amount shall be paid. Bidders registered as MSE (UDYAM) are exempted from paying EMD subject to submission of valid Registration document along with Tender. These bidders can avail EMD Waiver benefits only if they submit self-attested copy of UDYAM certificate.
- **Tenders without EMD/ MSE (UDYAM) proof will be summarily rejected and the Technical bid & Price bid shall not be considered for further evaluation.**
- Mode of Payment of EMD: EMD cover shall contain EMD as mentioned in above table. Mode of Payment of EMD: (a) e-Collect mode (as directed in Commercial T & C) or (b) Banker's cheque/ Pay Order/ DD in favour of BHEL or (c) Fixed Deposit Receipt (FDR) issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies act (FDR should be in the name of the Contractor, a/c BHEL). EMD shall not carry any interest.

- FDR- The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of EMD, the Buyer will release the FDR in favour of bidder after making endorsement on the back of the FDR duly signed and stamped along with covering letter.
- Bidder has to upload the scanned copy / Banker's cheque /proof of the DD /FDR at the time of online bid submission, otherwise the tender will be summarily rejected. In case of offline payments, the hardcopies of original EMD (i.e. DD/FDR) should be posted/couriered/given in person in a sealed cover super scribing "Name of Work", "Enquiry number & date" before tender opening. In case of Post/courier, it should be addressed to The Sr.Engineer/M&S Department-Contracts/2&4 Building/BHEL-Trichy-620014. Bidder has to ensure delivery of hardcopy to the Buyer within 10 days of Bid End date / Bid Opening date.

2. CONTRACT PERIOD AND PLACE OF WORK:

Duration of the contract: **Two Years** from the date of award of contract. The work shall be carried out at **BHEL-Trichy Premises & Local.**

3.LIQUIDATED DAMAGES (LD)/PENALTY:

As per PART -I (TECHNICAL BID) SECTION -II : CONTRACT TECHNICAL REQUIREMENTS, Clause 1.11, 2.11 and 3.6

4.PAYMENT TERMS:

Payment will be paid on every half of the month on basis of actual fuel rate on completion of work and on production of necessary invoices/bills duly certified by the Engineer/In-charge transport. All payments will be made only in the name of the Contractor mentioned in RC Book on whose name it is registered.

Payment Process

1. Payment shall be made only after submission of invoices, attendance sheet, logbook, service feedback, non-submission of the same may lead to delay/ deduction in payment.
 2. All the penalties/interest (if applicable) shall be settled before making the payments. contractor shall not have any objection on the same. Payment shall be made through bank transfer only, in no circumstance cash/ cheque payment shall be made
- Along with bills, Contractors has to furnish copy of the following documents for further processing of bills:
 - The Contractor shall submit the bill within a week after at the end of each Billing Cycle in triplicate copies detailing the various items of work done during the month supported by the requisitions issued from time to time
 - Any other relevant document which is required from time to time as per BHEL requirement.
 - The proof of execution of work should be submitted along with each bill (printed form with covering letter and proof for execution of work).
 - If the Contractor is not registered for any statutory obligation and not liable thereto, then a declaration shall be submitted along with offer that they are within the threshold limit.
 - No advance may be paid for operational or any other expenses.
 - Goods and Services tax will be payable extra by BHEL at prevailing rates and corresponding TDS will be made as per Government norms.
 - The cost of services quoted by the bidder shall cover all aspects of service delivery and include all the components of salary/ wages (minimum wage, insurance, PF, ESI etc.) and taxes, as applicable.
 - The payment shall be made as per the financial quotes submitted by the bidder and accepted by the BHEL.

5.Award of work: The work will be awarded on **Total Package Wise L1 basis.**

6.Kindly refer to applicable tender terms under Section C- Technical Terms and conditions, Section D- OTHER TERMS & CONDITIONS OF CONTRACT, Section E- EMD/SD PAYMENT INSTRUCTION THRU E-COLLECT), Section F- TERMS & CONDITIONS TO EMPLOYEES ENGAGED BY THE CONTRACTOR.

PART-I (TECHNO COMMERCIAL BID)

A.PRE-QUALIFICATION CRITERIA

Sl. No	Description	Vendor to confirm	Indicate Page no of Submitted Documents
1	The bidder those who are operated/ operating atleast one number Ambulance of any model in the last five years (as on tender date) in the name of the in the name of the bidder/individual (bidder)/ firm/ name of the partner are eligible to participate & submit the offer for this tender. Necessary Work Order copies are to be enclosed as a proof. (Experience proof from other than BHEL-TRICHY shall contain work order copy along with Form 26AS/ TDS certificate / bank statement for payment from the organization. Otherwise, the offer shall be rejected).		-
2	BHEL reserves the right to verify the information provided by the bidder. In case the information provided by the bidder is found to be false/incorrect, the offer shall be rejected.		-
3	Services offered by the bidder must meet the requirements of contract as detailed in the Tender documents.		-
COMPANY PROFILE			
1	Name of Service provider/Cabs/Travels Agency		-
2	Status of the Service provider/Cabs/Travels agency Proprietary/Partnership		-
3	Full address of the Service provider/Cabs/Travels agency		
4	Address proof document should be submitted along with the offer		
5	Name of the Proprietor/Partner (in case of Partnership, registered deed copy should be submitted) (before tender opening date) along with the offer).		
6	Registration No. and date (copy should be enclosed)		
7	BHEL Vendor Code (If any)		-
8a	Contact Details: Landline number:		-
8b	Contact Details: Mobile number:		-
8c	E-mail Address for communication w.r.t tender/ award of work.		-
9	PAN Card No(copy should be enclosed)		
10	GST registration Number (Copy to be Enclosed) <ul style="list-style-type: none"> Offer will be entertained only if the bidder has a valid GST registration no. If any specific exemption is available, a declaration with due supporting documents need to be furnished for considering the offer. Otherwise, the offer shall be rejected. 		

11	Applicable GST in Percentage(%)		-
12	Self-declaration whether banned in any Unit/Office of BHEL.		-
13	Acceptance for Scope of Work ,TECHNICAL TERMS & CONDITIONS & GENERAL TERMS & CONDITIONS OF CONTRACT as per the tender,		-
14	EMD receipt for NON MSE Bidders (Micro & Small Category Bidders having valid UDYAM certificate Exempted from EMD)		
15a	MSME Type (Please Tick the type of MSME) or Non-MSME	Micro / Small / Medium / Non-MSME	-
15b	MSE(UDYAM) Certificate with UDYAM no.		
16	Signed Declaration		
17	Signed No Deviation Certificate		
18	PF Registration (Copy to be Enclosed) To be obtained before start of work if already not registered		
19	ESI Registration (Copy to be Enclosed) To be obtained before start of work if already not registered		

NOTE:

- If vendor fails to get PF / ESI /Labour License (As applicable) before start of work, EMD / SD shall be forfeited and penal action shall be taken as per Extant rules of BHEL.
- **Bidders are requested to upload only relevant documents to meet the pre-qualification criteria of tender only. Additional documents (Company Profile etc.) not relevant to tender pre-qualification criteria / tender need not be uploaded along with the offer.**

B. SCOPE OF WORK & BILL OF QUANTITIES:

10) SCOPE OF WORK & TECHNICAL REQUIREMENTS FOR HI-TECH AIR CONDITIONED TATA WINGER/FORCE TRAVELLER OR EQUIVALENT HIGH ROOF MODEL AMBULANCE (DIESEL - MODEL - 2016 OR LATER)	
1	SCOPE OF WORK & TECHNICAL REQUIREMENTS
1.1	<p>BHEL require One Number of Hi-Tech Air Conditioned Tata Winger/Force Traveller or Equivalent High Roof Model Ambulance (Diesel - Model - 2016 or Later) with one Driver along with one Qualified Medical Technician (trained preferably in BLS- Basic Life Support and ACLS- Advanced Cardiac Life Support) in each shift Per day for a period of two years. Separate Driver/Technician to be engaged in each shift, i.e., same Driver/Technician shall not continue in two shift continuously in a day.</p> <p>The rate contract is intended for deployment of 2016 or later model of ambulance only. The ambulance may be inspected by our representatives before deployment.</p> <p>The bidder will have to provide two pairs of uniform to each driver and one pair of black shoes. The shirt should have a label showing the name of the Firm on the left and a name plate pinned on the right side of the shirt showing the name of the driver.</p> <p>The Ambulance will be stationed at the BHEL Main Hospital for 24 hrs service on all days including Sundays and Holidays.</p>
1.2	The above ambulance should be equipped with the following equipments, medical kit and necessary fitments.
1.2.1	<p><u>General</u> Wheeled Stretcher with folding and adjusting devices, with the head side of the stretcher being capable of tilted upward, Fixed suction unit, Fixed oxygen supply, Pillow, sheets, blanket, towel, Emesis bags and urinal ,bed pan, Foldable wheel chair, Window screens and fans for patients.</p>
1.2.3	<p><u>Safety</u> Flash lights / warning lights with siren and Fire Extinguisher - Dry powder type</p>
1.2.4	<p><u>Emergency Kit</u></p> <ol style="list-style-type: none"> 1. O2 mask (Ventimask) 2. Portable defibrillator with monitor - 1 no. 3. Portable ventilator - 1no. 4. Pulse oximeter - 1no. 5. Ambu. bag, ETT 6. Airways, tracheostomy adaptors 7. Short Spine board 8. IV Fluid with administration unit. 9. Infusion pump – 1 no.
1.2.5	<p><u>Immobilisation</u></p> <ol style="list-style-type: none"> 1.Long and short padded boards 2.Wire ladder splints 3.Triangular bandage 4.Long and short spine boards <p><u>Dressings :</u> Gauze pads 4x4, Universal dressing 10x36 , Aluminum foil, soft roller bandage 6x5 yards, Adhesive tape in 3” roll , Safety pins.</p>
1.2.6	<p><u>Emergency medicines in cupboard & First aid box</u> As per requirement (on advice of Medical officer only) Drinking water</p>
1.3	The Hi-Tech ambulance should also be equipped with the following facilities.

1.3.1	Thermal Insulation against heat.
1.3.2	Head end Doctor's seat with comfortable attendant seats.
1.3.3	Direct and differed lighting provision for special examination light
1.3.4	High density vinyl anti-skid floor
1.3.5	Equipment panel/console
1.3.6	Integrated centralized medical oxygen supply system with more than two out let and supported by two Jumbo Oxygen Cylinders filled with oxygen
1.3.7	Easily accessible storage cabinets. Infusion management system and other equipments like BP Monitor , Stethoscope
1.3.8	Electrical provision for AC/DC supply (220V/12V).
1.4	The above Ambulance operation should be throughout the year (24 hours service in all 365 Days) including Sundays and Holidays.
1.5	Once the Contract is finalized, the Ambulance shall be at the operational disposal of our Main Hospital for the entire contract period and shall not leave place of Duty without prior permission of Controlling Authority of BHEL Main Hospital. Ambulance shall be available in full readiness and cleanliness for operation and willingness of the drivers/attendant on all days. The fuel tank should always be kept full and at any point of time the level should not be less than 50% of tank capacity.
1.6	This Hi-Tech Ambulance should be in ready condition to move the critically ill patients from BHEL Main Hospital to our referral hospitals within 30 KMs radius from BHEL Main Hospital.
1.7	Price variation will be compensated on Diesel Price Increase/decrease on reckoning 8 KM/Litre for Hi-Tech. Air Conditioned Ambulance (Diesel).
1.8	In case of break-down/work shop service of the Ambulance while in operation, the Ambulance should be replaced by an alternative equivalent ambulance within 60 minutes from the time of breakdown. The alternate equivalent ambulance should be in good condition. The alternate ambulance provided should be accepted by BHEL Officials/In-charge. The breakdown / overhauling / preventive maintenance hours will not be counted in hours of operations. The contractor shall arrange alternate driver immediately in case the actual driver falls ill, is on leave or absconds from duty.
1.9	If any Break down during the emergency use, the driver should inform to Transport or Hospital for immediate action.
1.10	If the replacement vehicle is not received for break-down vehicle, BHEL will arrange the same type of ambulance on its own from the other suppliers and recover the total expenditure from the contractor along with penalty as mentioned on clause.1.11.
1.11	Penalty: a) For non-supply of Ambulance on any day or for not providing alternate arrangement as stipulated in clause 1.8 on any day: (i) Penalty equal to actual cost incurred by BHEL in hiring alternate ambulance plus Rs.1000/= per Ambulance per day or (ii) Penalty equal to monthly rate/30 x 1.5 times (if ambulance is not hired) whichever is higher shall be imposed and deducted from the running bills. b) After resuming duty, if a contractor does not ply the rest of the day or driver remain absent or driver refuses to attend duty for any reason, penalty will be imposed which will be equal to Monthly rate/30 x 1.5 times. c) In the event of breakdown or taking out ambulance for service/repair etc., alternate ambulance shall be made available by the contractor immediately at his own cost failing which penalty as at (a) above shall be imposed. d) While on duty, if the driver of the Ambulance is found to be indulging in any case of

	<p>disobedience / misbehavior/malpractice/fraud or any act of misdemeanor, a penalty amounting to Rs.1000/= will be imposed on the concerned contractor and the contractor shall not engage such driver any more for that purpose.</p> <p>The levy of the penalty as above may be at the discretion of BHEL and it could be levied for as many instances together and if it is found that the contractor has defaulted more than three occasions during the tenure of the contract, BHEL may at its discretion terminate the contract and forfeit Security Deposit.</p> <p>The penalty, if imposed shall be recovered from the running account bill. Once the penalty is imposed and amount deducted towards penalty, will neither be refunded nor the contractor shall make any claim. There will be no upper limit on total amount of the penalty. GST as applicable will be recovered along with penalty amount.</p>
20) SCOPE OF WORK & TECHNICAL REQUIREMENTS FOR NORMAL NON-AIR CONDITIONED TATA WINGER/FORCE TRAVELLER OR EQUIVALENT HIGH ROOF MODEL AMBULANCE (DIESEL - MODEL - 2016 OR LATER)	
2	SCOPE OF WORK & TECHNICAL REQUIREMENTS
2.1	<p>BHEL require Four Numbers of Normal Non-Air Conditioned Tata Winger/Force Traveller or Equivalent High Roof Model Ambulance (Diesel - Model - 2016 or Later) with Drivers on hire basis for a period of 2 years.</p> <p>The driver shall be in uniform (White Pant, white shirt)</p> <p>a) 1 Number at BHEL main hospital b) 1 Number at SSTP OHS c) 1 Number at Unit II OHS d) 1 Number at 2 & 4 Building</p> <p>The rate contract is intended for deployment of 2016 or later model of ambulance only. The ambulance may be inspected by our representatives before deployment.</p>
2.2	The ambulance should be equipped with the following medical kit and necessary fitments.
2.2.1	<p>General</p> <p>a) Hooks for intra-venous bottle b) Filled Oxygen cylinder c) Bracket for Oxygen cylinder with adjustable straps. d) Wailing horn and signaling equipment e) Wheeled stretcher with folding and adjusting devices, with the head side of the stretcher being capable of tilted upwards f) Medicine cabinet with emergency medicines</p>
2.2.3	<p>Safety</p> <p>Flash lights / warning lights with siren Fire Extinguisher - Dry powder type</p>
2.4	The above Ambulance operation should be throughout the year (24 hours service in all 365 Days) including Sundays and Holidays.
2.5	Once the Contract is finalized, the Ambulance shall be at the operational disposal of our Main Hospital/SSTP OHS/ Unit-2 OHS for the entire contract period and shall not leave the place of Duty without prior permission of Controlling Authority of BHEL Main Hospital. Ambulance shall be available in full readiness and cleanliness for operation and willingness of the drivers on all days. The fuel tank should always be kept full and at any point of time the level should not be less than 50% of tank capacity.
2.6	The Ambulance should be in ready condition to move the critically ill patients from BHEL Main Hospital to our referral hospitals in and around Trichy within a radius of 30 km from BHEL Main Hospital.

2.7	Price variation will be compensated on Diesel Price Increase/decrease on reckoning 10 KM / Litre for Normal Non-Air Conditioned Ambulance (Diesel).
2.8	In case of break-down/work shop service of the Ambulance while in operation, the Ambulance should be replaced by an alternative equivalent ambulance within 60 minutes from the time of breakdown. The alternate equivalent ambulance should be in good condition. The alternate ambulance provided should be accepted by BHEL Officials/In-charge. The breakdown / overhauling / preventive maintenance hours will not be counted in hours of operations. The contractor shall arrange alternate driver immediately in case the actual driver falls ill, is on leave or absconds from duty.
2.9	If any Break down during the emergency use, the driver should inform to Transport or Hospital for immediate action.
2.10	If the replacement vehicle is not received for break-down vehicle, BHEL will arrange the same type of ambulance on its own from the other suppliers and recover the total expenditure from the contractor along with penalty as mentioned on clause.2.11.
2.11	Penalty: <ul style="list-style-type: none"> a) For non-supply of Ambulance on any day or for not providing alternate arrangement as stipulated in clause 2.8 on any day: (i) Penalty equal to actual cost incurred by BHEL in hiring alternate ambulance plus Rs.1000/= per Ambulance per day or (ii) Penalty equal to monthly rate/30 x 1.5 times (if ambulance is not hired) whichever is higher shall be imposed and deducted from the running bills. b) After resuming duty, if a contractor does not ply the rest of the day or driver remain absent or driver refuses to attend duty for any reason, penalty will be imposed which will be equal to Monthly rate/30 x 1.5 times. c) In the event of breakdown or taking out ambulance for service/repair etc., alternate ambulance shall be made available by the contractor immediately at his own cost failing which penalty as at (a) above shall be imposed. d) While on duty, if the driver of the Ambulance is found to be indulging in any case of disobedience / misbehavior/malpractice/fraud or any act of misdemeanor, a penalty amounting to Rs.1000/= will be imposed on the concerned contractor and the contractor shall not engage such driver any more for that purpose. <p>The levy of the penalty as above may be at the discretion of BHEL and it could be levied for as many instances together and if it is found that the contractor has defaulted more than three occasions during the tenure of the contract, BHEL may at its discretion terminate the contract and forfeit Security Deposit.</p> <p>The penalty, if imposed shall be recovered from the running account bill. Once the penalty is imposed and amount deducted towards penalty, will neither be refunded nor the contractor shall make any claim. There will be no upper limit on total amount of the penalty. GST as applicable will be recovered along with penalty amount.</p>
2.12	The successful bidder for 4 Numbers of Normal Non-Air Conditioned Tata Winger/Force Traveller or Equivalent High Roof Model Ambulance (Diesel - Model - 2016 or Later) , may supply 1 (One) number ambulance in addition if required by BHEL for the same rate, terms & conditions.

30) SCOPE OF WORK & TECHNICAL REQUIREMENTS FOR NORMAL TEMPO TRAVELLER MORTUARY VAN (DIESEL) AS AND WHEN REQUIRED ONLY

3	SCOPE OF WORK & TECHNICAL REQUIREMENTS
3.1	BHEL require One Number of Tata Winger/Force Traveller or Equivalent High Roof Model Ambulance (Diesel - Model 2010 or Later) to Transport Dead Body Van Model 2010 with Drivers on hire basis for a period of 2 years. The Tempo Traveller Dead Body Van will be hired as and when required by BHEL.
3.2	The rate for the Tempo Traveller Dead Body Van will be per Trip only including all the expenditure. The maximum distance/trip will be 60 KM (both up & down). The rate contract is intended for deployment of 2010 or later model of ambulance only. The ambulance may be inspected by our representatives before deployment.
3.3	In case of break-down while in operation, the Dead Body Van should be replaced by an alternative Dead Body Van within 30 minutes from the time of breakdown. The alternate Dead Body Van should be in good condition. The alternate ambulance provided should be accepted by BHEL Officials/In-charge. The breakdown / overhauling / preventive maintenance hours will not be counted in hours of operations. The contractor shall arrange alternate driver immediately in case the actual driver falls ill, is on leave or absconds from duty.
3.4	If any Break down while in operation, the driver should inform to Transport or Hospital.
3.5	If the replacement vehicle is not received for break-down vehicle, BHEL will arrange the same type of ambulance on its own from the other suppliers and recover the total expenditure from the contractor along with penalty as mentioned on Clause 3.6
3.6	Penalty: <ul style="list-style-type: none"> a) For non-supply of Ambulance on any day or for not providing alternate arrangement as stipulated in clause 3.3 on any day: (i) Penalty equal to actual cost incurred by BHEL in hiring alternate ambulance plus Rs.1000/= per Ambulance per trip or (ii) Penalty equal to monthly rate/30 x 1.5 times (if ambulance is not hired) whichever is higher shall be imposed and deducted from the running bills. b) After resuming duty, if a contractor does not ply the rest of the day or driver remain absent or driver refuses to attend duty for any reason, penalty will be imposed which will be equal to Monthly rate/30 x 1.5 times. c) In the event of breakdown or taking out ambulance for service/repair etc., alternate ambulance shall be made available by the contractor immediately at his own cost failing which penalty as at (a) above shall be imposed. d) While on duty, if the driver of the Ambulance is found to be indulging in any case of disobedience / misbehavior/malpractice/fraud or any act of misdemeanor, a penalty amounting to Rs.1000/= will be imposed on the concerned contractor and the contractor shall not engage such driver any more for that purpose. <p>The levy of the penalty as above may be at the discretion of BHEL and it could be levied for as many instances together and if it is found that the contractor has defaulted more than three occasions during the tenure of the contract, BHEL may at its discretion terminate the contract and forfeit Security Deposit.</p> <p>The penalty, if imposed shall be recovered from the running account bill. Once the penalty is imposed and amount deducted towards penalty, will neither be refunded nor the contractor shall make any claim. There will be no upper limit on total amount of the penalty. GST as applicable will be recovered along with penalty amount.</p>
4	GENERAL TERMS AND CONDITIONS: (for all the three items 10 -30)
4.1	Ambulance should have cleaned & ironed white seat covers at all times. In case of failure to do so, BHEL will get the same prepared and deduct the amount from the bills apart from recovering a penalty of Rs.100/- per incidence.
4.2	In case of repair/maintenance of ambulance, the spare ambulance will be permitted after approval of Transport In-charge.

4.3	The Ambulances should be WHITE in Colour.
4.4	BHEL Sticker should be pasted in the Ambulance permanently.
4.5	<p>The driver should have valid driving license obtained 3 years before the date of Commencement of work.</p> <p>The contractor should furnish proof of having verified the antecedents of the drivers (Police verification) and should ensure that the drivers deployed have no scandalous, criminal or appalling background and will not behave badly with the employees of BHEL or any patient/users.</p> <p>Driver engaged should be non-alcoholic/non-smoking/non addictive to drugs and he should of age between 18 to 50 Years.</p>
4.6	<p>The Ambulance drivers should keep the following documents (applicable and valid) need to be submitted before the work commences.</p> <ol style="list-style-type: none"> Registration Certificate Driving License(s) Comprehensive Insurance certificate (including third party, property and damage coverage), pollution control certificate and/or exhaust emission certificate etc. (kept alive during the contract period) Permit Road Tax token Fitness Certificate of the vehicle Police Verification Certificate of Drivers and Technicians. <p>If any of the above certificates gets expired during the contract period, the same shall be renewed and copy shall be submitted to Contract Executing officer in Hospital Administration Department in time.</p> <p>The firm must submit the copy of Pollution Control Board's Certificate for Ambulance Vehicles for conforming to Pollution norms as per the Transport Department of Government of Tamil Nadu. Pollution Under Control (PUC) Certificate is compulsory and is mandatory as per Central Motor Vehicle Rule-1989. The Service Provider/agency for its deputed Ambulance Vehicle is liable for obtaining and providing of PUC Certificate every Six Months period for strict compliance of said Central Motor Vehicle Rule-1989 for running of 24x7 Ambulance Services for BHEL Hospital. In case of New Ambulance Vehicle deputed for said 24x7 Ambulance Services, as per Central Motor Vehicle Rule-1989, first time PUC validity is for One year period.</p>
4.7	Driver / attendant should allow the patients to get inside the ambulance and then only driver should enter the ambulance.
4.8	<p>The driver /attendant should open and close the doors for the PATIENTS while getting into and alighting the Ambulance.</p> <p>The driver and the technician stationed in the Ambulance should be well behaved and courteous with the patient and their attendant / family members / relatives. He should display restraint and wisdom in dealing with excited passengers. In case of misbehavior by the driver, a suitable penalty can be imposed for each occasion. In case there are multiple repetitions with a particular driver, he will have to be changed.</p>
4.9	Trip sheet for Ambulances engaged by BHEL will be supplied by BHEL. It is the responsibility of the Ambulance drivers to get all the column filled for each and every movement and get signed by the authorized officials of BHEL Medical Department.
4.10	In case of failure of METER READING (METER showing KMs), the same should be brought to working condition, before reporting to duty the next day. For the journey period and distance on the day of failure of the meter, the payment will be released based on the certification made by Officer/Hospital. From the next day onward, only the DAILY RENT CHARGES WILL BE PAID in case the meter is not set right. (Not applicable for Dead Body Van- item no 30)
4.11	The Ambulance contractor will bear the entire responsibility of submitting the duly filled (incoming KM/time, outgoing km/time and detailed specific places visited) in Daily Trip sheets

	given by the company for each trip after obtaining the signature of the casualty officials only. Incomplete trip sheet will not be allowed for payment.(Not applicable for Dead Body Van-item no 30)
4.12	In case of loss of original trip sheet BHEL reserves the right not to entertain the claim
4.13	Providing Daily Trip sheets, Kilometer readings verification & closing the trip sheets are by the in charge of ambulance at Main Hospital. On Sundays & holidays the above activities are provided by Pooling In-Charge/Transport.
4.14	The Driver should have the following spares in the ambulance to attend emergency vehicle repairs. (1) Fan belt (2) Stepney (3) Standard tools. (4) Spare bulb (5) Fuses (6) Fuel Hose etc.,
4.15	After award of the contract the performance Ambulance operation is not satisfactory as per the contract terms, BHEL will cancel the Work order and the security deposit will be forfeited.
4.16	The vehicle used for ambulance service should be registered in the name of bidder only. The Ambulance supplied should not be owned by BHEL employees and their dependents. Contractors not in possession of Ambulances need not take part in the tender. They shall be technically disqualified even if taken part.
4.17	Advertisement in the ambulance is not allowed
4.18	The drivers/attendants should be governed under PF/ESI/CONTRACT LABOUR REGULATIONS ACT. Transport Contractor to obtain insurance covered for his employees and shall take comprehensive insurance coverage at his own cost. BHEL will not be responsible for any loss / damage / pilferage of his property and or his employees.
4.19	Playing of tape recorders or radios in the Ambulances is not allowed.
4.20	BHEL reserve its right to refuse to engage any vehicle even after arrival at the factory, if the driver and the vehicle do not confirm to any of the regulation of MV act and contract conditions.
4.21	No part of the contract is assignable and no subletting is allowed without prior written permission from BHEL. In case if the vendor is found involved in Sub-Letting of Ambulance, the contract with the said vendor would be reviewed by BHEL and it may result in termination of contract and / or Black listing of the said vendor. No correspondence shall be entertained in this regard and the decision of BHEL shall be binding on the parties.
4.22	The vehicle used for ambulance service should be registered in the name of bidder only Ambulance(s) shall be in the name of Contractor only. Ambulance(s) on power of attorneys/authorizations and on lease basis are not accepted. In case of a partnership firm, any addition, deletion or changes in the partnership deed should be informed to BHEL well in advance.
4.23	Subject as aforesaid the provisions of the Motor Vehicles Act or any Statutory modifications or amendments or re-enactment thereof and the rules made thereunder from time to time have to be followed by the Contractors. BHEL will not be responsible for any complications arising out of such contingencies, if any.

4.24	Any mishap (i.e. fire or accident, etc.) occurs en-route is the complete responsibility of the Ambulance contractor. He is also responsible for the safe, comfortable and timely transporting of the patients.
4.25	The Ambulance contractor shall carryout the work to the entire satisfaction of In charge/ Hospital Services or the authorized officials of the company.
4.26	Actual ambulance parking charges/toll charges will be reimbursed along with monthly bills on production of actual receipt without any corrections or overwriting. The driver of the ambulance should keep reasonable money to meet contingency expenditure such as minor repairs, parking/toll charges.
4.27	Any amount recoverable from contractor towards the loss/damage will be adjusted from the outstanding payments due from BHEL or from the security deposit.
4.28	In case this amount is insufficient for such recoveries, the ambulance contractor should agree for hand payment. The company reserves the right to enter into Parallel contracts for the same period or any part thereof.
4.29	The Transport Contractor shall ensure that Ambulance(s) employed under this contract agreement is/are covered by a comprehensive insurance policy. Under no circumstances shall BHEL be liable to compensate for any loss or damage that may be caused to the Vehicle by accidents or complications arising out of such contingencies like fire, theft, riots, strikes and terrorism damage whether inside or outside BHEL premises while being engaged.
4.30	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.
4.31	The contractor is directly responsible for injuries / death of vehicle driver or any person employed by him as well as to the third party occupants or other users arising due to accident or otherwise of vehicle 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 vehicle arising out of accident of the vehicle for performing the contractual obligations.
4.32	Any damage to BHEL materials 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 equipments/installation, property of third party in the course of work by the contractor's men, the same shall be made good by the contractor.
4.33	Vehicles for which registration number have been declared by the contractor for the exclusive use against this contract should not be changed without obtaining prior permission in writing from BHEL Officer in charge.
4.34	Siren and beacon as per approved norms of Government with at least 3 flashers on both sides of ambulance
4.35	Oxygen cylinder with oxygen and mask are in the scope of the contractor. Before the quantity of oxygen comes to a level that requires filling oxygen then another cylinder with oxygen has to be fitted in the ambulance first and then only the existing cylinder has to be taken out for oxygen filling. This has to be done as per the instructions of our representatives.
4.36	Complete flooring free of joints suitable for easy cleaning / scientific fumigation and treatment with disinfectants. Ambulance(s) should be provided with foot matting and reverse horn.
4.37	The Contractor/Agency / authorized representative and all the drivers and Medical Technicians should be equipped with round the clock communication facility (mobile etc.). This information shall be provided to the contract executing officer. In case of any change in the contact details of either the Contractor/Driver, the same shall be reported to Hospital Admin. All the correspondence will be done as per the available contact details only.
4.38	Transport Contractor should provide Cell phone at Contractor's cost to the drivers and Medical Technicians to facilitate communication for taking duties on day to day basis and at the time of emergencies / breakdowns / accidents and any other important message to be passed to

	the contractor or to BHEL staff.
4.39	In any case, Contractor shall be directly responsible for providing necessary staff like licensed drivers and qualified medical technicians including the fitness and suitability of drivers (test to rule out possibilities of loss of vision, hearing, etc.).
4.40	Contractor is solely responsible for payment of wages / salaries and allowances to his personnel. BHEL will have no liability whatsoever in this regard.
4.41	No other person except Contractor's authorized representative will be allowed in BHEL premises. Within BHEL premises, the Contractor's personnel should not do any work other than the normal duties allotted by Hospital Authorities.
4.42	The contract will be in force for 24 months from the date of deployment of Ambulance.
4.43	In case of any suit or legal proceedings arising under this contract, the court of Tiruchirappalli (Tiruchirappalli District) Tamil Nadu only shall have the jurisdiction.
4.44	The Transport Contractor will have to indemnify BHEL against the following, in case the same is thrust upon BHEL: a) All claims for injury or damage to any person, property caused by his negligence or negligence of his employees while on operations. b) Failure in observance of labour and industrial laws by the contractor. c) All claims by way of compensation and all other types of unforeseen claims which may occur in the course of contract incurred by contractor. d) All payments by way of compensation or otherwise which BHEL may be called upon to make under provisions of the relevant acts to any workmen as aforesaid and any cost incurred by BHEL in connection with any claim and demands whatever in respect thereof or in any loss, injury or damages whatever to any third person arising out of this contract by the Transport contractor, their workmen servants or agents shall be recovered from contractor. e) For all claims, payments and losses that BHEL may have to make or suffer on account thereof the transport contractor shall wherever required to do so by BHEL or Govt. officials authorized under law, produce for inspection all forms, register and other papers required to be maintained under various statutes.
4.45	The contractor shall indemnify the company against all losses or damages sustained by the company resulting directly or indirectly including his failure to give intimation in the manner aforesaid including the penalties or dues if any and become payable by the company, as a consequence of failure, the company to give notice under the workmen's compensation act or otherwise confirm to the provisions of the said act in regard to such accident.
4.46	BHEL reserves the right to refuse / engage the Ambulance(s) if the driver or the Ambulance(s) engaged does not conform to any of the regulations of MV Act or TNMV Rules (Tamil Nadu Motor Vehicle Rules) or blacklisted contractor of BHEL, Tiruchirappalli - 620014.
4.47	The contract may be terminated at any time without paying compensation whatsoever to the transport contractor in case of misbehaviour, disobedience, dishonesty, clandestine insolvency, any court order, non-sanction of road permit or any other related activities on their part or their failure to fulfill the terms & conditions of this agreement.
4.48	The orders, notices or any correspondence to the transport contractor will be sent by registered post to the address furnished. This is deemed to have been served on the transporter, on date of report of delivery of such correspondence. The Transport Contractor shall carry out the orders without any delay.
4.49	Withdrawal of contract during the contract period will entail BHEL, not only forfeiture of Security Deposit but also to appoint other Transporter at the risk and cost of the contractor.
4.50	The Contractor shall ensure adherence to all statutory requirements applicable to Bharat Heavy Electricals Limited, Tiruchirappalli - 620014.

4.51	Any dispute arising out of this contract should be referred to the sole arbitration of Additional General Manager/ HR & Medical, BHEL, Tiruchirappalli - 620014 or his authorized representative and whose decision shall be final and binding on both the parties.
4.52	In case the contractor does not carry out the contractual / statutory obligations or the services rendered by him are found to be unsatisfactory, BHEL shall bring the same to his notice and he will be obliged to discharge the obligations and rectify the anomaly within prescribed time failing which, BHEL reserves the right to terminate the contract without assigning any reason whatsoever. In such an event no damages will be payable for short closure of the contract.
4.53	Notwithstanding anything contained in the contract agreement which will be entered after award of work, the contract may be terminated by BHEL, without assigning any reason.
4.54	Non-compliance of any provisions under the act / rule / instructions / guidelines shall make the contractor liable for penal action including termination of contract.
4.55	On the occurrence of an accident, which results in the death of any of the workmen employed by the contractor or which is so serious as to be likely to result in the death of any such workmen, the contractor shall intimate within 24 Hrs. of the happening of such an accident intimate in writing to the company official in-charge of the work.
4.56	Wherever, BHEL / Company standards are mentioned, they shall be strictly followed.
4.57	Whenever the term Contractor is used, it shall be understood to refer to the particular person, firm or corporation with whom an agreement has been made by the concerned company official for executing the work defined in the concerned agreement and for the purpose of instructions regarding compliance with contract conditions. It shall include the contractors authorized agents, who are entrusted with the work by contractor.
4.58	In the event of any question or dispute under this contract, the same shall be referred to a competent authority in the company for sole arbitration and his decision shall be final and binding on the parties to the contract.
4.59	All the works shall be carried in accordance with the directions and to the satisfaction of the company official in accordance scope of work.
4.60	In case of breach of any or whole of the above terms and conditions by the Ambulance contractor, BHEL will have the liberty to cancel the registration and contract either in part or in full and entrust in part or in full the work to any other Ambulance contractors and the contractors shall be liable to pay the extra cost involved in the execution of cancelled part of the contract.
5	PAYMENT TERMS
5.1	Payment will be paid on every half of the month on basis of actual fuel rate on completion of work and on production of necessary invoices/bills duly certified by the Engineer/In-charge transport. All payments will be made only in the name of the Contractor mentioned in RC Book on whose name it is registered.
5.2	Taxes, duties and levies are payable extra by BHEL at prevailing rates as per Government norms.

PART-I (No Deviation Certificate)

ANNEXURE-A

Note: The following Declaration to be duly signed & stamped and attached along with your Technical bid of the tender.

Name of works: Hiring of Ambulance services at BHEL Trichy for the Period of Two Years.
Enquiry No.: 9222200008 / 11.08.2022

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

- *I/ We unconditionally agree to all the tender conditions and no new conditions are imposed by us in the technical / price bid. I understand in the event of imposing any condition in the technical / price bid, such condition would be ignored by BHEL and only the prices will be considered for the purpose of evaluation”*
- *I/ We confirm that none of our group concern or affiliates etc., appears on the list of banned firms / companies by BHEL (list available on www.bhel.com) nor any of the Director / Partner / proprietor of bidder / such group concern or affiliate etc. are involved with such company.*
- *I/ We also declare that, we have not been suspended or black listed or issued with Show Cause Notice by BHEL- Trichy or any other BHEL Unit or any PSU/ Government organization.*
- *I/ We confirm that other than us, none of our group concerns or affiliates etc. are participating in the tender either directly or indirectly through any other agency under same proprietor / common director(s) / common partner(s).*
- *I/ We confirm that if any of the above statement / information furnished by us in this tender is found to be false/ fake at any stage of tender evaluation or during execution of contract, BHEL will have the right to initiate appropriate action including legal proceeds / termination of contract, recovery of damages, penalties etc. as deemed fit.*
- *Make in India declaration - “I / We hereby declare that I / We are a “Local Supplier” meeting the requirement of minimum local content (50%) defined in the above government notification for the goods against above mentioned enquiry Number. Details of location at which local value addition will be made is BHEL-Trichy.” (In line with Government public procurement order Number P-45021/2/2017-B. E-II dated 15.06.2017, and further modified order dt. 28.05.2018 & 04.06.2020.)*

(Contractor Signature with Seal)

PART-I (Declaration)

ANNEXURE-B

Note: The following Declaration to be duly signed, stamped and attached along with your Technical bid of the tender.

Name of works: Hiring of Ambulance services at BHEL Trichy for the Period of Two Years.
Enquiry No.: 9222200008 / 11.08.2022

DECLARATION

I / We M/s.
do hereby confirm the following points with ref to the above works, if ordered on us.

1. We do hereby confirm that we will pay (i) at least the minimum wages (minimum basic wages + minimum DA) to all the persons engaged (Un Skilled / Semi Skilled / Skilled /Supervisor category) by us in the above contract as per the Tamilnadu Government Minimum Wages Act - 1948 & also as per any revisions made by the State Govt. from time to time and (ii) Bonus as per the Bonus Act-1965 along with Wage.
2. ESI, PF & Bonus (both Employer and Employee contributions) amounts are to be remitted for total wages to be paid as mentioned in (i) & (ii) of point 1 and challans to be produced along with invoices for all the respective persons engaged in the above contract.
3. The rates quoted in this tender will remain firm throughout the entire Contract period and no extra payment against service charges will be claimed from BHEL under any circumstances from our end.
4. We, the contractor, will disburse the salary/wages to all the persons engaged in the contract ONLY through nationalized banking channel in their respective accounts & the relevant Bank statement / proof for Bank payment will also be produced along with PF and ESI challans to the Welfare Section every month for processing our invoices for payment.
5. We will pay the previous month salary in full to our employees before 7th of every month and will not adjust with any advance/ loan /training cost / accommodation cost / repayment due by the employee to us.
6. All the payments to the persons engaged in the contract will be paid only through nationalized bank. No other mode of payment (hand payment / account transfer as advance payment or any other) is acceptable as salary.
7. In case we fail to pay the minimum wages to all the persons engaged in the contract which includes Minimum wages with ESI and PF (both Employee and Employer contributions) for every month including Bonus, BHEL has the right to recover from the outstanding payments to us either under this Contract or in any other Contract(s) or from Security Deposit or from both. In case this amount is insufficient for such recoveries, we shall make good the balance amount by actual payment. In addition, BHEL, Trichy may recover the said amounts through other running contracts from BHEL's sister units.
8. We also confirm to all the Terms & Conditions as per your above referred Enquiry & as per our offer submitted against the same.
9. We also declare that, we have not been suspended or black listed or issued with Show Cause Notice by BHEL Trichy-14 or any other BHEL Unit or any PSU/ Government organization
10. 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) nor any of the Director / Partner / proprietor of bidder / such group concern or affiliate etc. are involved with such company.
11. Confirm that other than the bidder, none of its group concerns or affiliates etc. are participating in the tender either directly or indirectly through any other agency under same proprietor / common director(s) / common partner(s).
12. We will obtain and submit Labour License (As applicable), PF and ESI Registration within 30 days from award of work.

(Contractor Signature with Seal)

Part- II (PRICE BID)					
RATE SCHEDULE					
1) RATE SCHEDULE FOR HIRING OF HI-TECH AIR CONDITIONED TATA WINGER/FORCE TRAVELLER OR EQUIVALENT HIGH ROOF MODEL AMBULANCE (DIESEL - MODEL - 2016 OR LATER)					
S.No.	DESCRIPTION OF WORK	UNIT	Estimated Qty	Unit Rate per day in Figures & Words	Value (Qty*Unit rate) will be calculated by BHEL
1.1	Rate for full day operation of Hitech Air-Conditioned high Roof Model Ambulance, Diesel-Model 2016 or Later.	Fixed rate Per Day	731 (2 Years)	Vendor to Quote	-NA-
1.2	Fuel Charge per Km (Hi tech) (Diesel price as on date shall be reckoned at IOCL Thiruverumbur)	Rs. Per km	18370	Diesel market price as on date/ 8 Km	-NA-

2) RATE SCHEDULE FOR HIRING Four NORMAL NON-AIR CONDITIONED TATA WINGER/FORCE TRAVELLER OR EQUIVALENT HIGH ROOF MODEL AMBULANCE (DIESEL - MODEL - 2016 OR LATER)					
S.No.	DESCRIPTION OF WORK	UNIT	Estimated Qty	Unit Rate per day in Figures & Words	Value (Qty*Unit rate) will be calculated by BHEL
2.1	Rate for full day operation of Four Normal Non-Air conditioned high Roof model Ambulances (diesel-Model 2016 or Later).	Fixed rate Per Day	2924 (4 Ambulances * 731 Days)	Vendor to Quote	-NA-
2.2	Fuel Charge per Km (Normal Ambulance) (Diesel price as on date shall be reckoned at IOCL Thiruverumbur)	Rs Per Km	127142	Diesel market price as on date/ 10 Km	-NA-

3) RATE SCHEDULE FOR HIRING One NORMAL TEMPO TRAVELLER MORTUARY VAN (DIESEL) AS AND WHEN REQUIRED ONLY					
S.No.	DESCRIPTION OF WORK	UNIT	Estimated Qty	Unit Rate per day in Figures & Words	Value (Qty*Unit rate) will be calculated by BHEL
3.1	Rate for One High roof Model Ambulance (Diesel-Model-2010 or Later) as Mortuary Van to operate as and when required.	Fixed rate Per Trip	135	Vendor to Quote	-NA-

NOTE:

- i) Total Package wise L1 will be considered for ordering.
- ii)a Value= Qty. x Rate per day for S.No: 1.1 (BOQ SL NO 10) , 2.1 (BOQ SL NO 20 &
- ii)b Value= Qty. x Rate per Trip for S.No: 3.1 (BOQ SL NO 30) ;
. This will be calculated by BHEL.
- iii) Rate should be quoted without GST.
- iv). The bidder shall quote Rate per day only for S.No: 1.1 (BOQ SL NO 10) , 2.1 (BOQ SL NO 20 & Rate per Trip only for S.No: 3.1 (BOQ SL NO 30) ;
* Increase / decrease of diesel cost will be paid / recovered once in 15 days. This will be Calculated by BHEL based on 15 days average Diesel price reckoned at Thiruverumbur.
- v) Bidder should quote in Rate schedule S.No: 1.1 (BOQ SL NO 10) , 2.1 (BOQ SL NO 20), 3.1 (BOQ SL NO 30) only, for which Quoted Price shall be firm throughout the Contract.
- vi) There shall not be any change in amount in figures and words. In case if there is any discrepancy amount in words would prevail.

Validate		Print		Help		Item Wise BoQ	
Tender Inviting Authority:							
Name of Work: Hiring of Ambulance services at BHEL Trichy for the Period of Two Years							
Contract No:							
Name of the Bidder/ Bidding Firm /							
PRICE SCHEDULE							
(This BOQ template must not be modified/replaced by the bidder and the same should be updated after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Rates only)							
NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #	
Sl. No.	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder in Rs. P	TOTAL AMOUNT excluding taxes in Rs. P	TOTAL AMOUNT In Words	
1	2	4	5	7	11	13	
1	Hiring of Ambulance services at BHEL Trichy for the Period of Two Years						
10	Rate for full day operation of Hitech Air-Conditioned high Roof Model Ambulance Per No. (Diesel-Model 2016 or Later) (as per Tender Document Rate Schedule SL NO. 1.1) - Fixed rate Per Day To be Quoted Excluding GST	731	NO		0.000	INR Zero Only	
20	Rate for full day operation of Normal Non-Air conditioned high Roof model Ambulance Per No. (diesel-Model 2016 or Later). (as per Tender Document Rate Schedule SL NO. 2.1) - Fixed rate Per Day To be Quoted Excluding GST	2,924	NO		0.000	INR Zero Only	
30	Rate for One High roof Model Ambulance (Diesel-Model-2010 or Later) as Mortuary Van to operate as and when required. (as per Tender Document Rate Schedule SL NO. 3.1)- Fixed rate Per Trip To be Quoted Excluding GST	135	NO		0.000	INR Zero Only	

C. TECHNICAL TERMS & CONDITIONS:

1. TERMS & CONDITIONS FOR NIC TENDER BIDDING:

- a) The Bidder shall sign each and every page of tender documents, and affix seal for having accepted the conditions along with documentary evidences for Pre-Qualification Criteria (PQC) and upload in e-procurement portal. Any bid without proper documentary evidence for PQC shall not be considered for further evaluation.
- b) All entries in the tender documents should be in one ink or typed. Tenders should be FREE FROM CORRECTION AND ERASURES, Corrections if any, must be attested. Offers should be in ENGLISH and accompanied by detailed Point to point confirmation of the scope of work.
- c) Offer should be valid for a period of 120 (One Hundred & Twenty) days from Techno-commercial bid opening date.
- d) Any deviation to this tender terms & conditions, and schedules of this tender will lead to total rejection of the offer submitted.
- e) 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.
- f) 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. . Conditional 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
- g) 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.
- h) The tender must be signed digitally / physically by Partner/ Director 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.
- i) 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.
- j) Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
- k) 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.
- l) 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.

Sign & Seal of Contractor

- m) The tender schedule, and the tender shall be deemed to form an integral part of the contract to be entered into for this work.
- n) Tender can be cancelled at any stage due to unavoidable circumstances.
- o) 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.
- p) 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.
- q) 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.
- r) The bidder has to upload the scanned copy of all the mentioned original documents (in colour) during online bid-submission.
- s) SAC Code shall be mentioned by the Vendor while submitting bills as per Work Order.

2. PARTICIPATION.

- a) The Parties who have been suspended or black listed or issued with "Show Cause Notice "by BHEL Trichy-14 or any other BHEL Unit will not be allowed to participate in the Tender.
- b) Other than the bidder None of its group concerns or affiliates etc. are participating in the tender either directly or indirectly through any other agency under same proprietor / common director(s) / common partner(s).
 - i. The 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 not fulfilling the above clauses, BHEL will not consider them for further participation in the Tender.

3.EVALUATION CRITERIA:

- a) The Part I - Technical & un-priced commercial bid and EMD Cover alone would be opened on the Tender opening date.
- b) Technical Bids of tenderers will be evaluated based on the Pre-Qualification/Technical Eligibility Criteria on the basis of supporting documents and track record of the bidder. Clarifications if any required by BHEL for Technical evaluation would be sought from Bidders before opening of Part II - price bid/conducting RA.
- c) Price bids will be opened /RA will be conducted among tenderers who are found to meet the Pre-Qualification/Technical Eligibility Criteria and suitable prior intimation will be given.

4.CRITERIA FOR AWARD OF WORK:

- a) The evaluation of offer for award of work shall be on the basis of "Total Cost to BHEL/ Net Cash outflow to BHEL after taking into account applicable Taxes and Duties".
- b) The work will be awarded as per Special term to Tenderer clause – Award of work.
- c) In the course of evaluation if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders. Incase more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss /draw of lots in the presence of the respective L-1 bidder(s) or their representative(s). Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding

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- d) The quantity mentioned in BOQ / Price bid is tentative. BHEL reserves the right to increase or decrease the quantity during award of work or issue work order in phase manner as per requirement of BHEL.
- e) The Evaluation currency for this tender shall be INR.
- f) The Price that is offered should be comprehensive and no separate charges will be made towards expenses like travel, boarding & lodging.

5.RATE FINALIZATION

- a) Lowest prices received against BHEL Tenders need not be acceptable to BHEL and in that case BHEL would not be considered the same for award of Contract. BHEL would negotiate or re-float the Tender opened if L1 price is not the lowest acceptable price to them inter-alia other reasons.
- b) Tenderers are requested to give their best prices at the first instant itself.
- c) In the event of the final L1 prices are not reasonable / acceptable to BHEL, BHEL also may resort to short closure of this open Tender.

6. TERMS & CONDITIONS FOR EXECUTION OF THE CONTRACT INSIDE FACTORY PREMISES OF BHEL-TRICHY /Vendor WORKS:

a) SAFETY:

- i. Safety precautions have to be ensured by the Contractor Depending on the work. Necessary work permit system and personal protective equipment's (PPE) such as electrical resistance rubber gloves, helmet, spectacle goggles, safety shoes, safety belt, etc. as applicable to Mechanical works should be adhered while carrying out the work.
 - ii. PPES for appropriate trade job has to be ensured by the contractor at the job site at all times.
 - iii. The work nature may demand working at heights and/or at depth areas. Hence all staff members must be of sound Physical and Mental Health who can complete the job without harming himself and others and their age should not be exceeding 60 Years.
 - iv. In case any employee found incompetent to carry out the work as stated above/ misbehaving others/ consumed alcohol, he shall be sent out of the factory and the contractor has to arrange alternate manpower immediately. Else the day shall be marked absent.
- b) Before quoting the bidders may inspect the site of work and its environments and be well acquainted with the actual working and other relevant conditions, position of materials and labour. Tenderers are also requested to go through General Instructions, Technical Terms & conditions, General Terms & conditions of Contract, Scope of work, drawings and specifications and all other documents which form part of the agreement to be entered into.
 - c) The contractor should bring their manpower to BHEL premises at his/her own cost, risk and execute the work allotted to him inside BHEL premises.
 - d) Attendance register should be maintained by the contractor and should be duly signed by contractor's manpower.
 - e) All safety equipment's are to be arranged for the workmen and safety rules & regulations are to be followed as per BHEL's Safety Rules and Regulations.
 - f) 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.
 - g) The contractor or his/her crew should handle the machinery and other equipment's entrusted to them by BHEL with utmost care and return them safely after execution of stipulated work. The cost of damage, repair due to improper handling of machinery and equipment will be recovered from the contractor.
 - h) Contractor shall supervise the work carried out by his/her employees.

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- i) Contractor shall ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc.
- j) Contractor shall maintain appropriate records of his/her employees deployed to carry out the job(s).
- k) Contractor will be responsible for the good conduct of his/her employees. In case of any misconduct/misbehaviour by any employee, the contractor will replace such employee(s) immediately.
- l) Contractor will ensure that the job is executed through his/her employees on and under no circumstances, the contractor will not deploy any casual employee to carry out the job nor shall subcontract the job.

- m) The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
- n) Contractor shall observe provisions of the Factories Act, 1948 in respect of working hours, holidays, rest intervals, leave and overtime to his/her employee. No work shall be done on second/third shift, overtime, Sundays or on other declared holidays without written permission.
- o) The contractor should maintain a 'Work Diary containing the details of work executed by him from time to time on Shift/Daily basis and obtain the signature from official concerned nominated for this/her purpose for having executed the work correctly and satisfactorily.
- p) The proof of execution of work should be submitted along with each bill (printed form with covering letter and proof for execution of work).
- q) **Bills should be submitted on completion** work with all supporting documents

- r) In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his/her employees from the establishment of BHEL. In case, contractor decides to terminate services of his/her employees, he should settle all terminal dues including retrenchment compensation.
- s) BHEL reserves the right to cancel/short close and terminate the contract at any point of time after giving intimation to the vendor.
- t) BHEL will have nothing to do or be concerned with the employment of employees working for the contractor. The relationship between BHEL and the contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or on employer-employee relationship. Supervision of work shall be done by the contractor / his authorized Supervisor exclusive for this work only.

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

8. Labour licence shall be applicable as per Govt prevailing norms.

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D.OTHER TERMS & CONDITIONS OF CONTRACT

1. Definition:

In these General Conditions of Contract, the following terms shall have 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 BHEL to supervise the work or part of the work.
- e) "Approved" and "Directed" means, the approval or direction of the respective area HOD or person deputed by him for the particular purposes.
- f) "BHARAT HEAVY ELECTRICALS LIMITED" (hereinafter referred to as BHEL) shall mean the Board of Directors, Chairman, Executive Director, General Manager or, other Administrative Officer of the said Company including AGM / M&S authorised 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 recognised by good employers in the trade in the district where the work is carried out or as laid down in the BHEL regulations.

2.Heading to the Contract Conditions:

The heading to these conditions shall not affect the interpretations thereof.

3.Deviations:

The contractor shall not carry out any work not covered by schedule except in pursuance of the written instructions of the respective area HOD/M&S. No such work shall be valid unless the same has been specifically confirmed and accepted by BHEL in writing and incorporated in the Contract.

4.Work to be carried Out:

The Contract shall include all labour 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.

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5. Assignment of Transfer of Contract: The Contractor shall not, assign or transfer the contract or any part thereof, or any share, or interest thereon to any other persons.

6. Sub-Contract: The Contractor shall not sublet any portion of the contract.

7. Compliance to Regulations and Bye-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 statutory regulations or by-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

8. Earnest Money Deposit (EMD) & Security Deposit (SD):

Earnest Money Deposit (EMD): Tender must be accompanied by Earnest Money for the amount mentioned in tender notice, pledged to BHEL, Trichy.

Modes of Deposit: Payment of EMD should be done in the methods given in "Instructions to the Tenderer".

Forfeiture of EMD: EMD by the tenderer will be forfeited as per tender documents if

i) After opening the Tender, the Tenderer revokes his Tender within the validity period or increase his earlier quoted rates. ii) If only, a part of the work included in the tender has been awarded to the tenderer and the tenderer refuses to take up the work the amount of Earnest Money to be forfeited will be based on the value of the contract so awarded. iii) 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 within **15** days after award of Contract.

General Terms related to EMD:

Earnest Money Deposit (EMD) will not carry any interest.

Earnest Money Deposit (EMD) of the successful tenderer will be retained as part of Security deposit.

The Earnest Money Deposit (EMD) will be refunded to the unsuccessful tenderers within 30 days of acceptance of the award of work by successful tenderer / expiry of offer validity period Security Deposit (SD):

The contractor whose tender has been accepted shall, within **15** days of receipt of the notification of acceptance of his tender, should deposit Security deposit @ 5 % of Contract value.

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

- a) Cash (as permissible under the extant Income Tax Act)
- b) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
- c) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
- d) 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)
- e) 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) General Terms related to SD:

The security Deposit will not carry any interest.

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

BHEL, shall not be responsible for any loss of securities due to liquidation or any other reason whatsoever or any depreciation in the value of the Securities while in their charge or for any loss of interest thereon.

NOTE: Acceptance of Security Deposit against Sl. No. (iii),(iv) and (v) above will be subject to hypothecation or endorsement on the documents (Signature of the Branch Manager must be present) in favor of BHEL. However, 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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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 of from the interest arising there from or from any sums which may be due or may become due to the contractor payable by BHEL, on any account whatsoever against this contract or any other contract with BHEL and in the event of his Security Deposit being reduced by reason of such deductions or sale as aforesaid, the Contractor shall within 15 days thereafter make good in cash or in securities endorsed as aforesaid, any sum or sums by which the security Deposit has been so reduced. In case of an Award of a Contract and if the Contractor fails to perform or does not comply with the Performance Evaluation Criteria, the Security Deposit will not be refunded / Bank Guarantee encashed. The Bank Guarantee shall be kept valid until the due date for refund of Security Deposit.

Security Deposit has to be deposited within 15 days of LOI/WO. Else may attract the provision of "Suspension of Business dealings with Suppliers/Contractors".

EMD&SD is forfeited in case of any failure in execution of the contract or due to any shortcomings observed in the documentation furnished earlier for getting qualified or in case the Contractor is banned. GST will be charged on the 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.

Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (SBI rate + 6%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT / contract, from the bills along with due interest

9. GOODS & SERVICE TAX (GST) REGISTRATION & COMPLIANCE

- a) Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration No (GSTIN) which should be clearly mentioned in the offer. If the dealer is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer. Dealers under composition scheme should declare that he is a composition dealer supported by the screen shot taken from GST portal. The dealer has to submit necessary documents if there is any change in status under GST.
- b) Supplier shall mention their GSTIN in all their invoices (incl. credit Notes, Debit Notes) and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No. which is linked/uploaded in GSTN network shall be clearly indicated), Billed to party (with GSTIN) & Shipped to party details, item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, Place of Supply etc.
- c) All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
- d) Invoices will be processed only upon completion of statutory requirement and further subject to following:
 - i. Vendor declaring such invoice in Form GST ANX-1
 - ii. Receipt of Goods or Services and Tax invoice by BHEL
- e) As the continuous uploading of tax invoices in GSTN portal (in GST ANX-1) is available for all (i.e. both Small & Large) tax payers under proposed new GST Return System, all invoices raised on BHEL may be uploaded immediately in GST portal on dispatch of material /rendering of services. The supplier shall

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ensure availability of Invoice in GST portal before submission of invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's GST ANX-2).

- f) In case of discrepancy in the data uploaded by the supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month informed by BHEL.
- g) In cases where invoice details have been uploaded by the vendor but failed to remit the GST amount to GST Department (Form PMT-08 or Form GST RET-01 to be submitted) within stipulated time, then GST paid on the invoices pertaining to the month for which GST return not filed by the vendor will be recovered from the vendor along with the applicable interest (currently 24% p.a) and all subsequent bills of the vendor will not be processed till filing of the GST return by the vendor
- h) In case GST credit is denied to BHEL due to non-receipt or delayed receipt of goods and/ or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount claimed in the invoice shall be disallowed to the vendor.
- i) Where any GST liability arising on BHEL under Reverse Charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the vendor.
- j) Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contracts. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Tax Invoice will be issued by BHEL indicating the respective supply invoice number.
- k) GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 – Central Tax dated 13.09.2018. GST TDS certificate which will be generated in GST portal subsequent to vendor accepting the TDS deduction in the GST portal, will be issued to the vendor.

10.Orders under the Contract:

All orders, notices etc. to be given under the contract shall be in writing, typescript 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.

11.Contractor's Supervision:

- a) The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to BHEL Officials.
- b) 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.
- c) The Contractor or his accredited agent shall attend when required without making any claim for doing so to the OFFICER-INCHARGE, to receive instructions.
- d) The respective area HOD shall have full powers and without assigning any reason, requires 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.

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.Laws Governing the Contract:

The contract shall be governed by the Indian Laws for the time being in force.

14.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

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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:

- a) 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 having borne to do any act, in relation to the obtaining or execution of this or any other contract for BHEL service,
OR
- b) enter into a contract or understanding with any person in 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
- c) To 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.

15. Cancellation of Contract for Insolvency Assignment of Transfer or Subletting 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,

- a) 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
- b) Being a Company, shall pass a resolution or Court shall make an order for the liquidation of its assets, 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
- c) Assigns, Transfers, Sublets or attempts to assign, transfer or sublet any portion of the work.
- d) Whenever BHEL exercises 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 the respective area HOD) being less than the contract cost, the advantage shall accrue to 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 respective area HOD or the same shall be recovered from the Contractor by other means.
- e) In case 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 BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the respective area HOD whose decision shall be final and conclusive.
- f) Labour engaged by the contractor should be disciplined & exhibit good behaviour in dealing with employees of BHEL. Any misbehaviour or undesirable conduct of any person engaged by the contractor is reported, contractor shall change that person immediately or else it may even lead to termination of the contract & in such case security deposit will be forfeited as penalty.

16. Cancellation of Contract in Part or Full for Contractor's Default:

If the contractor:

- a) makes default in carrying out the work as directed and continues in that state after a reasonable notice from the respective area HOD or his authorized representative.

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- b) fails to comply with any of the terms & conditions of the contract or failure to comply orders after reasonable notice in writing with orders properly issued thereunder.
- c) 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 exercises the authority to cancel the contract as a whole or part under this condition, BHEL may complete the work at the contractor's risk and cost (as certified by the respective area HOD which is final and conclusive) being less than the contract cost, the advantage shall accrue to BHEL.
- d) If the cost exceeds the money due to the Contractor under this contract, the Contractor shall either pay the excess amount ordered by the respective area HOD or the same shall be recovered from the Contractor by other means. In case 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 BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the respective area HOD whose decision shall be final and conclusive.

17. 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.

18. 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 respective area HOD 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 foreclosing of the work.

19. Recovery from Contractor: Whenever under the contract, any sum of money, shall be recoverable from or payable by the Contractor, 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 unless the contractor pays the claim on demand.

20. 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.

21. Refund of Security Deposit: The Security Deposit may be refunded to the Contractor after completion of the contract provided, after the Contractor shall first have been paid the last and final bill and have rendered a "NO DEMAND CERTIFICATE".

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

23. Arbitration:

Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity

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

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

The cost of arbitration shall be borne as per the award of the Arbitrator. Subject to the arbitration in terms of Clause above, the Courts at Tiruchirappalli (the place where the Principal Civil Court having ordinary original civil jurisdiction to decide questions forming subject matter of the arbitration is located) shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.

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

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

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred by either Party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India incharge 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.

24. JURISDICTION:

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, Arbitration, **as mentioned in tender.**

25. SECRECY OF CONFIDENTIAL INFORMATION:

The Contractor undertakes and agrees that he/it will not disclose or reveal in part or full the proprietary/confidential information, which terms shall mean and include patents, trademarks, service marks, registered designs, copyright, design rights, know-how, confidential information, trade and business names and any other similar protected information of BHEL received during negotiation or currency of the contract to any third party or governmental authorities without written permission from BHEL. In the event of termination or expiry of the contract, the contractor shall return all proprietary/confidential information to BHEL. This clause shall survive termination or expiry of the contract.

BHEL reserves the right to initiate appropriate action including legal proceeds / termination of contract, recovery of damages, penalties etc., if the contractor is found guilty / wrong usage of the documents given by BHEL for any unauthorised activity.

26.SIGNING OF CONTRACT:

Each contract document shall be signed by the Contractor with his usual signature. Contract by partnership or Hindu Joint Family firm, may be signed in the FIRM'S name by the Managing Partner or all /one of the Partners on behalf of the firm or the Karta or Manager for HUF as the case may be. Contract by a Company shall be signed with the name of the Company from a person authorised in this behalf and a Resolution or power of attorney or other satisfactory proof, showing that the person signing the Contract documents on behalf of the Company is duly authorised to do so, shall accompany the contract.

27.FRAUD PREVENTION POLICY: The Bidder along with its associate / collaborators / 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 fraud or suspected fraud as soon as it comes to their notice". Fraud Prevention policy and List of Nodal Officers shall be hosted on BHEL website, vendor portals of Units / Regions intranet.

28.SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS / CONTRACTORS:

Penal action can be initiated on the suppliers / Contractors in line with extant 'Guidelines for Suspension of Business Dealings with Suppliers/ Contractors. The abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' has been uploaded on <http://www.bhel.com> on "supplier registration page".

29.RISK PURCHASE:

In the event of any successful Tenderer's failure to fulfil any of the tender / Contract obligations as per Contract / Agreement, BHEL may entrust the job to alternate 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. The decision of BHEL with regard to the actual losses / consequential expenditure incurred by BHEL shall be final and binding on the Contractor.

The value under Risk purchase clause shall be calculates as follows:

$$\text{Risk \& Cost Amount} = [(A-B) + (A \times H/100)]$$

Where,

A= Value of Balance scope of Work/ Supply (*) as per rates of new contract

B= Value of Balance scope of Work/ Supply (*) as per rates of old contract being paid to the contractor/ supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

H = Overhead Factor shall be taken as 5

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

*(Balance scope of work/ supply)

Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work/ Supply for calculating risk & cost amount.

In case vendor fails to fulfil any of the tender / Contract obligations as per Contract / Agreement, contract shall be cancelled and SD shall be forfeited.

30.NOTICES OF ACCIDENTS

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. The Contractor shall get the Contract personnel engaged by him insured under workmen's compensation policy from any Insurance company in India before actually starting the work. 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.)

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

32.The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.

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

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

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

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

34.Preference to Make in India:

"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.

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."

35.PROVISION FOR MICRO & SMALL ENTERPRISES (MSE) SUPPLIERS

MSE suppliers can avail the intended benefits only if they submit along with the offer, self-attested copies of UDYAM Certificate. Non Submission of such documents along with the offer or during technical evaluation will lead to consideration of their bids at par with other bidders and no benefits shall be applicable for this enquiry though the bidder is MSE.

If MSEs quoted price is within price band L-1 + 15%, when L1 is non- MSE, the MSEs will be allowed to get at least 25% of tendered quantity at L-1 rate subject to acceptance by MSEs to L-1 rate. (Minimum of 3% reservation for women owned MSEs and 6.25% for MSEs owned by SC/ST within the above mentioned 25%

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reservation). In case the contract cannot be split, the full/ complete supply of total tendered value shall be awarded to MSE. The preference to the MSEs will be given in order of their ranking L1, L2, L3, etc.

36. INDEMNITY:

The Contractor shall have to indemnify BHEL against all claims for injury or damage to any person or property caused by his negligence or negligence of his employees whilst in BHEL premises / sites. 37. 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.

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PART-I E. (EMD/SD PAYMENT INSTRUCTION THRU E-COLLECT)

ANNEXURE-E

PAYMENT WIDE E-COLLECT

This explains how to make Payments to BHEL- Tiruchirappalli and through SBI-Ecollect. Vendors (EMD and SD Payments payable by others) can utilise this facility. Payments can be made using Internet Banking, Debit Cards/Credit Cards etc. SBI Charges a minimum amount (Service Charge) for every transaction. This may vary according to the MODE selected.

STEP BY STEP PROCEDURE:

Login to <https://www.onlinesbi.com>

1. Select SB Collect available on the top (pre login page) OR

Go to <https://www.onlinesbi.sbi/sbicollect/icollethome.htm>

2. Accept the terms and conditions and click "PROCEED"

3. Select State "TAMILNADU "and Institution type "INDUSTRY ".

4. Select "BHEL TRICHY under "INDUSTRY".

5. In the next page, Select APPROPRIATE category, fill details correctly & click "SUBMIT".

6. If all details entered are correctly populated, click "CONFIRM "to proceed.

7. Make payment as per your convenience. (Options available are payment of fees through SBI Net Banking, State Bank ATM cum Debit Cards / Other Bank Debit / Credit Cards and through SBI Branches).

8. SAVE & Keep the copy of receipt for future reference.

HOW TO TAKE RECEIPT FOR A PAYMENT MADE, EVEN ON A LATER DATE:

(PLEASE CHECK THE STATUS BEFORE MAKING PAYMENT SECOND TIME)

1. Login to www.onlinesbi.com

2. Select State Bank Collect available on the top (pre login page)

3. Accept the terms and conditions and click "PROCEED"

4. Select "PAYMENT HISTORY "option available on the left side of screen.

5. Using two options as mentioned below, you can get the receipt:

a. Type the same Date of Birth, Mobile Number which you have entered at the time of making payment through SB collect. Select the date range and submit.

b. If you know the payment reference number, then enter the Reference number (DU...) along with anyone information (Date of Birth / Mobile number, which you have entered at the time of making payment). Select the date range and submit.

6. In the next page, take print out of receipt.

F. TERMS & CONDITIONS TO EMPLOYEES ENGAGED BY THE CONTRACTOR

1. Terms & Conditions to Employees by the Contractor:

- a) The contractor should follow and comply with Minimum wages, ESI, PF, Bonus (@ 8.33 %), Group Insurance and other statutory regulations as stipulated in Factories Act and other applicable State/Central Governments' rules and regulations.
- b) Contractor shall be solely responsible for non-payment, delayed payment of minimum contributions under EPF & MP Act, ESI Act, Bonus, etc.
- c) In case, the contractor fails to make payment of wages to his/her employees or remittance of contribution to the concerned authorities, the security deposit, other dues/running bills under the contract can be utilized by BHEL to discharge the liability of the contractor.
- d) Necessary gate entry pass will be issued by BHEL Security department for Contract Workmen based on your application duly forwarded by the Contract Executing Department and approved by HR/Welfare/Contract Cell on fulfilment of the Statutory Obligation by the Contractor.

2. Payment to employees engaged by the contractor:

- a) The Contractor shall remain liable for the payment of all wages and other payments in connection with the employees engaged by him and with regard to the work.
- b) The Contractor shall comply with the applicable provisions of Payment of Wages Act-1936, Minimum Wages Act-1948, Employees' Liability Act-1938, Employees' Compensation Act-1923, Payment of Bonus, EPF and Miscellaneous Provisions Act-1952, Employees' State Insurance Act-1948 and other relevant Acts and rules framed, thereunder from time to time.
- c) Contractor shall be responsible for making payment of wages within 7 days from the last day of wage period and shall obtain the signature at the end of entries in the wage register from area incharge of contract operating department.
- d) Contractor should ensure that at least the prevailing minimum wages, as per the rules of Government of Tamil Nadu, which are applicable are paid to his employees only in their respective nationalized bank accounts by means of NEFT/ RTGS/ IMPS.
- e) The contractor should remit the salary/wages of their workmen only through nationalized Bank, directly to the salary/savings account of the employee concerned. monthly clearance will be given in respect of those contractors, only if the salary/wages to the workmen concerned has been remitted in the nationalized bank account of the workmen. The relevant Bank statement/proof for Bank payment should be produced along with PF and ESI challans every month.
- f) No other mode of payment (hand payment / account transfer other than salary or any other) is acceptable as salary.
- g) The contractor should pay the previous month salary in full to our employees before 7th of every month and will not adjust with any advance/ loan /training cost / accommodation cost / repayment due by the employee to us.
- h) If the Contractor employs more than twenty employees, he has to obtain License to this effect from the Factory Inspectorate and renew the same periodically.
- i) The Contractor should follow and comply with Minimum Wages, ESI, PF, Bonus, Group Insurance and other statutory regulations as stipulated in Factories Act and other applicable State / Central Governments' rules & regulations.
- j) Each contract employees must have his own PF and ESI Codes and comply with the relevant Acts.

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