



Bharat Heavy Electricals Limited
Advanced Research and Manufacturing Plant
Karkhiyaon, Varanasi - 221206

NOTICE INVITING TENDER (NIT)

Tender Enquiry No & Date

BHEL/ARMP/SCT/NIT/VEH/008 dated 27.04.2024

Name of Work

**Hiring of Vehicles for two years at BHEL ARMP
Karkhiyaon, Varanasi**



Bharat Heavy Electricals Limited
Advanced Research and Manufacturing Plant
Karkhiyaon, Varanasi - 221206

Notice Inviting Tender (NIT)

NIT No.- BHEL/ARMP/SCT/NIT/VEH/008

Date: 27.04.2024

Tenders are invited for 'hiring of vehicles (A.C. with commercial registered) for two years at BHEL ARMP, Karkhiyaon, Varanasi' as per details mentioned under:

Sl. No.	Brief Description of work	EMD Amount	Security Deposit	Duration of Work	Cost of Tender
1.	Hiring of SUV/ Compact SUV/ Sedan vehicles (AC with commercially registered, Year of Manufacturing: Feb 2023 or newer) on monthly basis for a period of 24 months (two year) at BHEL ARMP Karkhiyaon site	Nil	2% of the Contract Value	02 Years	Nil

□ Bidders to note that this is an e-tender and bidders have to submit their offers only through GeM portal. No hard copies of tender shall be accepted.

Note: -

1. BHEL reserves the right to accept or reject any/ all application(s)/ tenders without assigning any reason thereof.
2. If any document submitted by the bidder is found to be false at any stage, the tender/ work order will be cancelled immediately and the financial loss to BHEL if any in making alternative arrangement will be recovered from the contractor.



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Details of Bid & Bidder (To be filled by bidder)

- (a) Bidder Offer No: _____ Date: _____
- (b) Legal Name of the bidder as in GST registration: _____
_____ - _____
- (c) GST registration No. _____
- (d) State of registration _____
- (e) Place of business _____
- (f) Category of registration under GST (i.e. Registered dealer / Unregistered dealer/ dealer opted for Composition Scheme):

- (g) Registered Address of the Bidder: _____

- Pin Code: _____
- (h) Contact No. of the Bidder: _____
- (i) Email ID of Bidder: _____

Documents/ Certificates to be attached:

1. Copy of PAN, GST Registration Certificate.



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Bid Security Declaration Format

(On Bidders Letterhead)

Tender No: _____

Date: _____

To,
Bharat Heavy Electricals Limited
Regd. Office: BHEL House,
Siri Fort, New Delhi-110049

I/ We undersigned declare that:

1) I/ We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

2) I/ We accept that I/ We may be disqualified / debarred from bidding against the future tenders issued by Bharat Heavy Electricals Limited, Regd. Office: BHEL House, Siri Fort, New Delhi-110049 tenders for a period of one year from the date of notification if I/ We are in a breach of any obligation under the bid conditions, because I/ We

a. have withdrawn/ modified/ amended, impair or derogate from the tender, my/ our bid during the period of bid validity specified in the form of Bid; or

b. having been notified of the acceptance of our Bid during the period of bid validity (i) fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security within the timeline, in accordance with the instructions to Bidders & as per tender terms & conditions.

3) I/We understand this Bid Security Declaration shall cease to be valid on the Thirty First day from following,

a. If I am/we are not the successful Bidder, the receipt of your notification of the name of the successful Bidder; or

b. the expiration of the validity of my/our Bid or any extension thereof.

Signed: *(insert signature of person whose name and capacity are shown)*

In the capacity of *(insert legal capacity of person signing the Bid Security Declaration)*

Name:*(insert complete name of person signing the Bid Security Declaration)*

Duly authorized to sign the bid for an on behalf of..... *(insert complete name of Bidder)*

Dated on _____ day of _____ *(insert date of signing)* Corporate Seal
(where appropriate)



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Pre-Qualification Requirement (PQR) for Bidding

Sl. No.	Requirement
1	<p>Bidder should have average annual financial turnover of minimum of Rs. 12 Lacs/- during the last 03(three) financial years 2020-2021, 2021-22 and 2022-23. Bidder to submit following documents for this:</p> <p>CA Certified Profit/Loss and Balance sheet with UDIN no. on documents.</p> <p style="text-align: center;">Or</p> <p>ITR for the same financial year (Income Tax Return) in which their Gross Income shall be considered for turnover value mentioned above.</p>
2	<p>Bidder should have successfully completed similar work during the last 7 (seven) years, ending on 31.03.2024, value of which should not be less than either of the following: One similar completed work of value not less than Rs. 32.00 Lacs.</p> <p style="text-align: center;">Or</p> <p>Two similar completed works of value not less than Rs. 20 lacs each</p> <p style="text-align: center;">Or</p> <p>Three similar completed works of value not less than Rs. 16 Lacs each "Similar work" referred above may include car rental, Vehicle Hiring on demat basis or monthly payment basis.</p> <p>Bidder to submit relevant documents as proof of completion or execution of work like Purchase Order/ Work Order/ LOI and work completion certificate to establish that amount of work is completed.</p>
3	<p>Bidder should submit valid PAN.</p>
4	<p>Bids will be accepted only from those bidders who are having their registered office in Varanasi.</p>



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Special Condition of Contract (SCC)

A) SCOPE OF WORK

Providing following vehicles on monthly rental basis and ON DEMAND daily basis for a period of 24 months (two years) at BHEL ARMP site for safe movement of BHEL employees as below:

Monthly Rental Basis		On Demand Basis (Daily basis)
Vehicle-1	Vehicle-2	Vehicle-3
SUV	Compact SUV	Sedan
Scorpio/ Marrazo/ Bolero (7-Seater) – 01 No.	Toyota UC Hyryder/ Hyundai Creta/ Brezza (5 Seater) – 01 No.	Maruti Swift Dezire/ Honda Amaze/ Etios

1. Duration of Contract: 24 Months (2 years) from zero date.
2. Vehicle working hours shall be 12 hours daily including Sunday/Holidays. Normal reporting time of vehicles at BHEL office or assigned location will be 8AM. However, it may vary as per BHEL requirement.
3. Fuel Cost (for Vehicle-1 and Vehicle-2) shall be paid on monthly basis against the running of vehicle and fuel prices.
4. Driver must be available with vehicle during duty period.
5. Vehicle should be fully Air Conditioned with valid Taxi Permit and driver having valid commercial Driving License.

B) TERMS AND CONDITIONS OF DUTY

1. The quoted rate shall be inclusive of all taxes, levies & duties, insurance etc. except GST.
2. For Vehicle-1 and Vehicle-2, bidder has to quote only Monthly rental charges for vehicle excluding fuel charges and including driver charges in Price bid format.
3. For vehicle 3, i.e. ON-Demand basis vehicle, Bidder has to quote Per day hire charges including fuel and driver charges in Price bid format.
4. The prices quoted by the bidders are to be valid and fixed for contract period of 24 months.
5. Other terms & conditions regarding the fuel type, vehicle mileage, night working charges, overtime charges and extra running charges will be as under:

A) For Vehicles 1 & 2:

Sl. No.	Description	Vehicle-1	Vehicle-2
1	Fuel Type	Diesel	Petrol
2	Mileage (Kmtr/Litre)	11	15
3	Night Working Charges (Before 5AM or After 10PM) (In INR)	300	300
4	Overtime Charges Per Hour (In INR)	50	50



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B) For Vehicle 3:

Sl. No.	Description	Vehicle 3
1	Fuel Type	Diesel/Petrol
2	Charges for Extra Kmtr (INR Per Kmtr.)	11
3	Overtime Charges (INR Per Hour)	100
4	Number of Demands in a Period of Two Years (Approx. 5 demands per month)	120

6. The vehicle should always be maintained in good running condition and free from breakdown. Proper maintenance of vehicle shall be arranged by owner/agency at their own cost. The interiors of vehicle must be neat, tidy, with firefighting system, soothing, aesthetic & good looking. Proper cleanliness, odor free, insect free environment & hand sanitizer is to be maintained by contractor/owner/ agency at their own cost.
7. The vehicle model must be maximum one-year-old from the date of publishing of tender (Feb 2023 or newer). It should be in excellent running condition & well maintained. Vehicle should be defect free and its overall condition including Engine should perform like new vehicle.
8. All statutory documents such as registration certificate, Insurance and driving License etc. must be available with driver accompanying the vehicle at all time.
9. The individual contractor/owner must have Permanent Account Number (PAN) and bank account. For agency, additionally valid GST number is mandatory.
10. One day in a month will be allowed for maintenance of vehicle preferably on Sunday or as per BHEL decision. However, if demanded by BHEL, contractor/ service provider shall arrange alternate equivalent vehicle for that day, failing which BHEL shall arrange the same as mentioned below at clause no. B12.
11. In event of any accident or damages while vehicle(s) is on BHEL's duty, BHEL shall be completely free from any liability of any nature connected with the accident/ damage(s). Contractor/ Service Provider himself will be fully and exclusively responsible for any damage to vehicle(s) or any personal injury to driver or any other person in employment of Contractor/ Service Provider, occupants of vehicle(s) or any person(s) or damage to any property or person. This includes any third party claims. However, if damage or loss is incurred to BHEL and/or its employees, as a result of any accident or any other reason involving failure of vehicle(s) /driver, sustain any damage, Contractor/ Service Provider shall reimburse on demand and without any demur the compensation/damages to BHEL and/or BHEL employee(s).
12. In case of breakdown/ servicing/ repair/ any other reason, the contractor shall provide alternate equivalent vehicle, failing which the vehicle shall be hired by BHEL from other sources at the risk and cost of the contractor/ service provider and BHEL shall levy overheads of Rs. 1000/- per vehicle per day additionally on all such payments/ charges.
13. Driver must have valid commercial driving License with good track record and he should be well mannered, honest, obedient, decent & dressed appropriately at all times of duty.
14. Driver must be punctual for the duty and must have a mobile phone in operating condition during duty hours for which no extra payment shall be made by BHEL.



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15. Salary, Boarding & Lodging, medical and other incidental expenses of driver/helper shall be arranged and borne by contractor/owner/agency at their own cost.
16. Vehicle with driver should be ready & available for duty at any time on any day including Sundays/holidays as and when demanded by BHEL.
17. Vehicle with driver may have to travel to place other than normal place of duty without any extra cost to BHEL.
18. Logbook shall be arranged by contractor/owner/agency within the quoted price and it should be the responsibility of driver to get the logbook duly filled and signed by BHEL Officials.
19. Parking fee, toll tax etc. incurred during duty hours shall be reimbursed at actuals on submission of its receipts in original along with the bill. No reimbursement of any penalty shall be made by BHEL in any circumstances.
20. In case of absence of regular driver, alternate driver must be provided for duty without any extra cost.
21. No advance payment shall be made in any case and owner must keep sufficient fund for running the vehicle.
22. Bidder/contractor will not be allowed sublet the work to any other agency either of Varanasi or outside Varanasi.
23. Bidder shall submit the agreement between vehicle owner and bidder agency, if applicable.
24. BHEL reserve right to terminate the contract of vehicle at any time by giving one-month advance notice through email/SMS/WhatsApp/letter to the service provider in writing. However, the agency/Vendor may withdraw his vehicle by giving one-month advance notice to BHEL in writing.
25. Bid evaluation will be done based on total rental charges calculated for Vehicle-1, Vehicle-2 and Vehicle-3 taken together wherein total number of occurrences of "On Demand" of Vehicle-3 will be taken as 120Nos.
26. **LD/ Penalty:** Following penalty may be imposed by BHEL if deviation is found from the agreed T&Cs:

Sl. No.	Descriptions	Penalty in Rs.
1	For delayed reporting at the designated place per instance basis.	Rs. 200/-
2.	Cleaning issue (Regarding - Neatness, tidiness, with firefighting system, soothing, aesthetic & good looking environment) per instance basis.	Rs. 100/-
3.	Misbehaviour by Driver per instance basis	Rs. 500/-

27. The decision of accepting or rejecting any or all the bids, without assigning any reason whatsoever will rest with BHEL which does not bind itself to accept the lowest bid or any other bid.
28. Conditional bids/ tenders, unsolicited bids/ tenders, bids/ tenders which are incomplete or not in the form specified or defective or have been materially altered or not in accordance with the NIT tender conditions, specifications etc., are liable to be rejected.



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29. Bids/ Tenders are liable to be rejected in case of unsatisfactory performance of the bidder with BHEL, or bidder under suspension (hold/banning /delisted) by any unit / region / division of BHEL or bidders who do not comply with the latest guidelines of Ministry/Commissions of Govt of India. The decision of BHEL will be final in this regard.

C) TERMS OF PAYMENT

1. Contractor/ Service provider shall submit the bills on monthly basis.
2. Bill along with relevant logbook sheets/ duty charts duly verified by BHEL official & receipts of parking fee/toll taxes etc. shall be submitted for release of payment.
3. Monthly Payment shall be made as per agreed rates after deduction of applicable taxes & duties, if any as per rules.
4. Average Diesel/ Petrol rates shall be applicable for ordinary grade and of the station of operation of vehicle.
5. Payments shall be made by BHEL after submission of invoice and bill along with original logbook receipts, as under:

Type of Bidder / Contractor	Payment Terms (Number of Days)
Micro & Small Enterprises (MSEs)	45 Days
Medium Enterprises	60 Days
Non - MSME	90 Days

Due date will be counted from bill (completed in all respect) submission date.

The Contractor should submit a duly filled EFT Mandate form certified through Bank for release of payment.

D) GENERAL INSTRUCTIONS

1. Tender document dully signed by the bidder on each page as a token of acceptance of all terms & condition of tender must be submitted.
2. Bidder has to provide the vehicle within 15 working days after receipt of work order. Zero date will be mutually signed by BHEL and Contractor/ bidder.
3. All statutory documents for the vehicle such as registration certificate, insurance, pollution certificate etc. must be available with the agency at the time of actual deployment of vehicle.
4. In the event of any typing error/other clerical errors in the offer documents, noticed by the bidder, the same must be pointed out before submission of offer or else, BHEL's interpretation shall prevail and will be binding on tenderer.



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DECLARATION BY AUTHORISED SIGNATORY

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

Date:

To,

Head of Department

Subcontracting Dept.

BHEL - ARMP, Karkhiyaon, Varanasi

Dear Sir,

Sub : Declaration by Authorised Signatory

Ref : 1) NIT/Tender Specification No:,

2) All other pertinent issues till date

I/We, hereby certify that all the information and data furnished by me with regard to the above Tender Specification are true and complete to the best of my knowledge. I have gone through the specifications, conditions, stipulations and all other pertinent issues till date, and agree to comply with the requirements and Intent of the specification.

I further certify that I am authorised to represent on behalf of my Company/Firm for the above mentioned tender and a valid Power of Attorney to this effect is also enclosed.

Yours faithfully,

(Signature, Date & Seal of Authorized Signatory of the Bidder)



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NO DEVIATION CERTIFICATE

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

----- To,

Head of Department

Subcontracting deptt.

BHEL - ARMP Karkhiyaon, Varanasi

Dear Sir,

Sub : No Deviation Certificate

Ref : 1) NIT/Tender Specification No:,

2) All other pertinent issues till date

We hereby confirm that we have not changed/ modified/ materially altered any of the tender documents as downloaded from the website/ issued by BHEL and in case of such observance at any stage, it shall be treated as null and void.

We also hereby confirm that we have neither set any Terms and Conditions and nor have we taken any deviation from the Tender conditions together with other references applicable for the above referred NIT/ Tender Specification.

We further confirm our unqualified acceptance to all Terms and Conditions, unqualified compliance to Tender Conditions.

We confirm to have submitted offer in accordance with tender instructions and as per aforesaid references.

Thanking you,

Yours faithfully,

(Signature, date & seal of Authorized Representative of the bidder)



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AUTHENTICITY OF SUBMITTED DOCUMENTS

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

Head of Department

Subcontracting dept

BHEL- ARMP, Karkhiyaon, Varanasi

Dear Sir,

Sub. : Declaration by Authorised Signatory regarding Authenticity of submitted documents.

Ref. : 1) NIT/ Tender Specification No:,

2) All other pertinent issues till date

I/ We, hereby certify that all the documents submitted by us in support of possession of “Qualifying Requirements” are true copies of the original and are fully compliant required for qualifying / applying in the bid and shall produce the original of same as and when required by Bharat Heavy Electricals Limited.

I/ We hereby further confirm that no tampering is done with documents submitted in support of our qualification as bidder. I/ We understand that at any stage (during bidding process or while executing the awarded works) if it is found that fake/ false/ forged bid qualifying/ supporting documents/ certificates were submitted, it would lead to summarily rejection of our bid/ termination of contract. BHEL shall be at liberty to initiate other appropriate actions as per the terms of the Bid/ Contract and other extant policies of Bharat Heavy Electricals Limited.

Yours faithfully,

(Signature, Date & Seal of Authorized Signatory of the Bidder)

Date:



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PRICE BID FORMAT

(A) For Vehicles on "Monthly Rental Basis						
Sl. No.	Description	Scorpio, Marrazo, Bolero (7-Seater)	Toyota UC Hyryder/ Hyundai Creta/ Brezza (5-Seater)	Total (Rs.)	Remark	
1	Monthly Hire Charges for the use of 12 hours' daily including everything except Fuel Charges, Toll Tax and Parking Charges (In Rs.)	X1 [#]	X2 [#]	=(X1+X2) [#]		
(B) For Vehicles on "On Demand Basis"						
Sl. No.	Description	Sedan	Maruti Swift	Total (Rs.)	Remark	
1	Per day hire charges for 12 hrs / 100 Km running including fuel and all other charges except the Toll tax and Parking charges (In Rs.) (Approx. 5 demands per month)		Dezire/ Honda Amaze/ Etios	X3 [#]		
Grand Total				=(X1+X2+X3) [#]	Bidder to quote this derived price on GeM portal.	

Bidder should not write quoted price on this sheet. Price to be quoted on Gem Portal.

Note:

- Above quoted rates are in Indian Rupees and inclusive of GST.
- Bidder must sign on all pages of tender document.
- In case of any dispute/ ambiguity, BHEL decision will be final and binding to bidders/ contractors.
- Bid Evaluation will be made on the basis of Sl. No. 1 of both the tables "(A)" & "(B)" taken together in totality.



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GENERAL CONDITIONS OF CONTRACT (GCC)



BHARAT HEAVY ELECTRICALS LIMITED

VARANASI



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CHAPTER I

DEFINITIONS

In these General Conditions of Contract (GCC), the following terms shall have the meaning hereby assigned to them except where the context otherwise requires: -

- a) "CONTRACT" or "CONTRACT DOCUMENT" shall mean and include the Agreement of Work Order, the accepted appendices of Rates, Schedules, Quantities if any, General Conditions of Contract, Special Conditions of Contract, Instructions to the Tenderers, Drawings, Technical Specifications, the Special Specifications if any, the Tender documents, subsequent amendments mutually agreed upon and the Letter of Intent/Award/Acceptance issued by BHEL. Any conditions or terms stipulated by the contractor in the tender documents or subsequent letters shall not form part of the contract unless, specifically mentioned.
- b) "TENDER SPECIFICATION" or "TENDER" or "TENDER DOCUMENTS" shall mean General Conditions, Special Conditions, Price Bid, Rate Schedule, Technical Specifications, Appendices, Annexures, Corrigendum, Amendments, Forms, procedures, Site information, etc and drawings/documents pertaining to the work for which the tenderers are required to submit their offers.
- c) "WORK" means all Permanent and Temporary Works as described in the Scope of Work and BOQ in individual work order and /or accompanying drawings and specifications as may be issued from time to time to the contractor by the Engineer - Incharge in writing, including all modifications or additional works and obligations to be carried out either at the site or in factory, workshop or any other place as may be essentially required for the performance of the work.
- d) The "SITE" means the land and/ or other place on/into/ through which the work is to be executed under the contract or any adjacent land, part or structure which may be allotted to or used for the purpose of carrying out the contract.
- e) 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 person(s) composing the firm or company and the permitted assigns of such individuals or firm or company.
- f) "ENGINEER" or "ENGINEER IN CHARGE" shall mean an employee of BHEL as may be duly appointed and authorized by Competent Authority/Accepting Officer of BHEL to act as "Engineer" on his behalf for the purpose of the Contract, to perform the duty set forth in this General Conditions of Contract and other Contract documents.
- g) BHEL shall mean Bharat Heavy Electricals Limited, a company registered under Indian Companies Act 1956, with its Registered Office at BHEL HOUSE, SIRI FORT, NEW DELHI – 110 049, or its unit Advanced Research and Manufacturing Plant, Karkhiyaon, Varanasi – 221206 or Heavy Equipment Repair Plant, Tarna, Shivpur Varanasi, Uttar Pradesh -221003.



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- h) "COMPETENT AUTHORITY"/ "ACCEPTING OFFICER" shall mean Executive Director or General Manager (In charge) or General Manager-Head of Unit (HERP) or General Manager & Project Director (ARMP) or BHEL Officers who are empowered to act on behalf of the Executive Director or General Manager (In charge) or General Manager & Project Director (ARMP), BHEL.
- i) "DEFECT LIABILITY PERIOD" (DLP): Not applicable
- j) "Letter of Intent/Letter of Award (LoA)" means the formal letter of intent or letter of acceptance or letter of award issued by BHEL.
- k) "SCC" means 'Special Conditions of Contract forming part of the Contract / Agreement.
- l) "Bill of Quantity" shall mean subsequent to the placement of the Contract/Agreement/Purchase Order the successful bidder shall be required to furnish the detailed price break-up within a specified time frame. This detailed break-up of items and prices shall be considered as Bill of Quantities (BOQ).
- m) Engineer shall mean an Executive or Engineer in charge.
- n) NIT shall mean notice inviting tender.
- o) First Party shall mean BHEL.

CHAPTER II 2.0 GENERAL INSTRUCTIONS TO THE TENDERERS

2.1 GENERAL INSTRUCTIONS

The General Condition of Contract form part of the Tender Specifications. All pages of the tender documents shall be duly signed stamped and submitted along with the offer by the tenderers.

Tenderers are advised to study all the tender documents carefully. The contractor shall be deemed to have satisfied himself as to the nature of site, local facilities of access and all matters affecting the execution and completion of the work. No extra charges consequent on any misunderstanding in these respects or otherwise will be allowed by the First Party.

The contractor shall examine the quantum of work and shall satisfy himself before submitting his tender. He shall himself assess the requirement of materials, resources, contingencies and other circumstance which may affect or influence his tender, no extra charges on any misunderstanding or otherwise shall be allowed.

The contractor shall be deemed to have satisfied himself before tendering as to correctness and sufficiency of his tender, the work and prices. This shall except as otherwise provided all obligation under the contracts all matters and things necessary for the proper completion and maintenance of the works.



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2.2 SUBMISSION OF TENDERS

2.2.1. The tenderers must submit their tender as per norm of GeM. BHEL shall not be responsible for any delay.

2.2.2. Tenders shall be signed by a person authorised/empowered to do so. An attested copy of the power of attorney, in case the tender is signed by an individual other than the sole proprietor, shall be submitted along with tenders with details mentioned under:

Individual tenderer	His / her full name, address, place and nature of business along with proof.
For partnership firm	The names of all the partners and their addresses, a copy of the partnership deed/ instrument of partnership dully certified by the Notary Public shall be enclosed.
For companies	Date and place of registration including date of commencement certificate in case of Public Companies (certified copies of Memorandum and articles of Association are also to be furnished. Nature of business carried on by the Company and the provisions of the Memorandum relating thereof.

Techno-Commercial bid: This shall consider of following documents:

- Signed & stamped copy of all pages of NIT.
- Technical specifications of the offer.
- Duly filled form and documents in support of meeting the pre-qualifying requirement.

2.3 EVALUATION OF TENDERS

(i) Technical bids submitted by the tenderer will be opened first & evaluated for fulfilling PreQualifying requirement and other conditions in NIT/ Tender documents

2.4 EARNEST MONETY DEPOSIT – Not Applicable

2.5 SECURITY DEPOSIT 'SD':

2.5.1. The total amount of Security Deposit will be 2% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit. Bidder agrees to submit performance security required for execution of the contract within the time period mentioned in NIT. In case of delay in submission of Security Deposit, interest (Repo rate + 4%) for the delayed period on the amount of SD due for submission, 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 as mentioned herein above.



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2.5.2. Security deposit may be furnished in any one of the following form:

- i) Cash (as permissible under the extant Income Tax Act)
 - ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
 - iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
 - iv) 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)
 - v) 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)
 - vi) Insurance Surety Bonds
- (Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)

2.5.3. COLLECTION OF SECURITY:

2.5.3.1 At least 50% of the required Security Deposit, including the EMD, shall be collected before start of the work. Balance of the Security Deposit shall be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected. In case of delay in submission of performance security, enhanced performance security which would include interest (Repo rate + 4%) for the delayed period, shall be submitted by the bidder.

2.5.3.2 If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.

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

2.5.4 REFUND OF SECURITY DEPOSIT:

2.5.4.1 Provided that the contractor shall first have been paid final bill and have rendered a "No Demand certificate", the security deposit shall be refunded to the contractor as follows: 100% shall be released after satisfactory completion of the work duly after verification/ certification by Engineer-In-charge.

2.5.5. SPECIAL CONDITIONS FOR MSEs- EXEMPTIONS

2.5.5.1 Tender documents shall be issued free of cost & no EMD wherever called for will be insisted upon.

2.5.5.2 MSE contractor can avail the intended benefits as per guidelines of Ministry of MSE only if they submit **Valid UDYAM certificate**.

2.5.5.3. Date to be reckoned for determining the deemed validity will be the date of bid opening.



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2.5.5.4. Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. Above required documents are to be uploaded on the portal.

2.5.5.5. In case of any change in the MSE status of the bidder, it shall be responsibility of the bidder to notify the change as a part of the bid document. If at a later date it comes to notice of BHEL, that the change in the status has not been intimated by the bidder and the order is obtained under the premise of an MSE, then BHEL would cancel the pending order against this tender and take necessary action suspension of the business dealing with the bidder as per procurement policy of BHEL.

2.6 PERFORMANCE GUARANTEE FOR WORKMANSHIP/ DEFECT LIABILITY PERIOD:
Not applicable

2.6.1 BANK GUARANTEES

2.6.1.1 Where ever Bank Guarantees are to be furnished / submitted by the contractor, the following shall be complied with:

- Bank Guarantees shall be from scheduled Banks/ Public Financial Institutions as defined in the companies Act.
- The Bank Guarantees shall be as per prescribed format approved by BHEL.
- It is the responsibility of the bidder to get the Bank Guarantees revalidated/ extended for the required period (subject to a minimum period of 6 months), as per the advice of Engineer in charge.
- BHEL shall not be liable for issue of any reminders regarding expiry of the Bank Guarantees.
- In case of extension / further extensions of any Bank Guarantees are not required, the bidders shall ensure that the same is explicitly endorsed by the Head of Department and approved by the Head of unit.

2.6.1.2. In case the Bank Guarantees are not extended before the expiry date, BHEL reserves the right to invoke the same by informing the concerned Bank in writing, without any advance notice/communication to the concerned bidder

2.6.1.3. Bidders to note that any corrections to the Bank Guarantees shall be done by issuing Bank, only through an amendment in an appropriate non judicial stamp paper.

2.6.1.4. The Original Bank Guarantee shall be sent directly by the Bank to BHEL under Registered Post (Acknowledgement Due), addressed to the head of contracting department.

2.6.1.5. The validity of Bank Guarantee towards security deposit shall initially up to completion period plus defect liability period + 3 months (claim period) and the same shall be further kept valid as per advice of Engineer in charge.

2.6.1.6. Further BHEL reserves the right of forfeiture of security deposit in addition to other claims & penalty in the event of contractor's failure to fulfil any of the contractual obligations or in the event of termination of contract as per terms & conditions of the contract. BHEL reserves the right to set off the security deposit against any claims of any contracts with BHEL.

2.6.1.7 Release of SD: 100% SD shall be released only after satisfactory completion of work as per contract & submission of claim as per prescribed claim format.

2.7 TENDOR COST: Nil



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2.8 VALIDITY OF OFFER: The validity of the offer shall be 90 days or else as specified in NIT.

2.9 RIGHT OF BHEL TO REJECT TENDERS: As per SCC

CHAPTER III

3.0 CONTRACT EXECUTION & PERFORMANCE

3.1. GENERAL INSTRUCTION TO CONTRACTOR FOR WORK EXECUTION

- 3.1.1. The decision of BHEL regarding interpretation of any of terms and conditions set forth in the agreement shall be final and binding on the contractor.
- 3.1.2. In case of any discrepancy between the specification and / or the drawing, the Accepting Officer shall be the deciding authority as to which shall prevail and his decision shall be final and conclusive. If neither drawings nor specifications contain any mention of minor details of construction, which in the opinion of the Accepting Officer are essentially as are reasonable and obviously and fairly intended for the satisfactory completion for the work, whose decision shall be final and conclusive.
- 3.1.3. The successful tender's responsibility under these contracts commences from the date of issue of the letter of intent (LOI) by BHEL. The tender shall submit unqualified acceptance to the letter of intent/ award within the period stipulated therein.
- 3.1.4. Contractor shall carry out operations hereunder with due diligence shall maintain strict discipline and shall abide by and conform to all rules and regulations promulgated by BHEL. Should BHEL feel that the conduct of any of contractor/subcontractors employees is detrimental to Organization's interest & Safety, BHEL shall have the unqualified right to request for the removal of such employee either for incompetence, unreliability, misbehaviour, security reasons etc. while on or off the job.

3.2. WORK COMPLETION TIME

- 3.2.1 Time is the essence of the contract and is specified in the Special Conditions of Contract of the Tender document
- 3.2.2. The Contractor shall commence the work as per the time indicated in the Letter of Intent from BHEL and shall proceed with the same with due expedition without delay.
- 3.2.3. If the contractor fails to start the work within stipulated time as per LOI or as intimated by BHEL, then BHEL at its sole discretion will have the right to cancel the contract. The Earnest money and or Security Deposit with BHEL will stand forfeited without any further reference to him without prejudice to any and all of BHEL's other rights and remedies in this regard.
- 3.2.4. The contract shall be considered and closed upon completion of all contractual obligations and settlement of Final Bill or completion of Guarantee period whichever is later. Upon closing of contract, BHEL shall issue a completion certificate as per standard format, based on specific request of contractor.
- 3.2.5. The entire work shall be completed by the contractor within the time schedule or within such extended periods of time as may be allowed by BHEL.

3.3. EXTENSION OF TIME FOR COMPLETION: Not applicable



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- 3.4. PROGRESS MONITORING, MONTHLY REVIEW AND PERFORMANCE EVALUATION :**
Not applicable
- 3.5. QUANTITY VARIATION:**
- The quantities given in the contract are tentative and may change to any extent (both in plus side and minus side). The quoted rates for individual items shall remain firm irrespective of any variations in the individual quantities. No compensation becomes payable in case the variation of the final executed contract value unless specifically mentioned in NIT.
- 3.6. EXTRA WORKS:** Not applicable
- 3.7. STRIKES & LOCKOUT**
- 3.7.1. The contractor will be fully responsible for all disputes and other issues connected with his labour/ manpower.
- 3.8. DELAY AND EXTENSION OF TIME:** Not applicable
- 3.9. INSURANCE :** As per SCC.
- 3.10 TEMPORARY WORKS:** Not applicable

CHAPTER-IV

4.0 VALUATION AND PAYMENT

- 4.1. RECORDS AND MEASUREMENTS:** As per SCC.
- 4.2. RUNNING & FINAL BILLS:**
- 4.2.1. BHEL, after receipt of the Bill/invoice complete in all respects, shall settle the final bill to contractor after deducting all dues to BHEL, within the stipulated days as per Clause 4.3.
- 4.3. PAYMENT OF BILLS:**

Type of Bidder	Payment Terms (Number of Days)
Micro & Small Enterprises (MSEs)	45 Days
Medium Enterprises	60 Days
Non - MSME	90 Days

Due date will be counted from bill (completed in all respect) submission date.

The Contractor should submit a duly filled EFT Mandate form certified through Bank for release of payment. For payment of GST refer clause 4.5.2.



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4.4. RECOVERY FROM THE CONTRACTOR:

- 4.4.1. Whenever under the contract any sum of money shall be recoverable from or payable to the contractor, the same may be deducted from any sum then due or which at any time thereafter may become due to the contractor under the contract or under any other contract with BHEL or from his security deposit, or he shall pay the claim on demand.
- 4.4.2. Recoveries arising out of Risk & Cost and LD or any other recoveries due from Contractor:

Following sequence shall be applicable for recoveries from contractor:

- a) Dues available in the form of Bills payable to contractor, SD, BGs against the same contract.
- b) Demand notice for deposit of balance recovery amount shall be sent to contractor, if funds are insufficient to effect complete recovery against dues indicated in (a) above.
- c) If contractor fails to deposit the balance amount to be recovered within the period as prescribed in demand notice, following action shall be taken for balance recovery:
- d) If recovery cannot be made out of dues payable to the contractor as above, balance amount to be recovered, shall be informed to other Regions/ Units for making recovery from the Unpaid Bills/ Running Bills/ SD/ BGs/ Final Bills of contractor.

4.5. TAXES AND OTHER DUTIES:

- 4.5.1 All statutory taxes, cess, levies & duties shall be deducted from the payment, as per GST Act 2017 & other prevailing government rules.

4.5.2. GST RELATED TERMS & CONDITIONS

- 4.5.2.1 Bidder has to specify the following in their techno commercial bid (part I bid in case of two part bid):

- a) Legal Name of the bidder as in GST registration, GST registration No., State, Place of business, category of registration under GST i.e. Registered dealer / Unregistered dealer/ dealer opted for Composition Scheme,
- b) HSN (Harmonised System Nomenclature)/ SAC (Service Accounting Code), description of Goods/ Services and applicable IGST/ CGST/ SGST rate and any other statutory levy, if any, for each item of Goods or Services.

- 4.5.2.2 Unregistered Dealer: Since in case of unregistered dealer, GST will have to be paid by BHEL under reverse charge mechanism, the same shall be added to the quoted price for evaluation bid.

- 4.5.2.3 Dealer opting for Composition Scheme in case of registered dealer, who opt for composition scheme at the time of submission of bid, no GST will be payable to the bidder and also same will not be considered for evaluation of bid. Dealer has to declare in technical bid that no GST is shown separately in price bid. However, in case at the time of actual supply, the bidder charges GST at normal rate, the same shall be reimbursed subject to the availability of GST credit to BHEL. In case GST credit is not available to BHEL, no GST will be payable to the bidder.



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4.5.2.4 Reimbursement of GST shall be made by BHEL HERP/ ARMP on matching of Contractor inputs as mentioned below at GST portal and after ensuring of availability of input credit to BHEL, HERP/ ARMP. Hence, Contractor has to ensure compliance as follows:

- a) Timely raising & submission of GST compliant Invoices
- b) Timely receipt of Goods & Services
- c) Timely and correct payment of applicable GST by supplier/contractor
- d) Timely filing of return
- e) Compliance of other applicable provisions on supplier/contractor:

4.5.2.5 Contractor has to also give consent to accept payment of tax after such matching in all cases where bills are submitted directly to BHEL-HERP/ ARMP or through bank or through any other mode.

4.5.2.6 In the event of any disallowance of input credit (including reversal of credit) or applicability of interest or arising of any other financial liability on BHEL-HERP/ ARMP due to any default of supplier/contractor under GST such as non/delayed receipt of Good/ Services, delayed raising & submission of invoices, delayed payment of tax, non/wrong declaration of sale by Contractor in return etc. or any other reason not attributable to BHEL, such implication shall be to supplier's/contractor's account and will be deducted from bills.

4.5.2.7 In the event of any change in the status of the bidder after submission of the bid but before the supply/service, GST applicable at the time of supply/service or GST quoted in the bid, based on the registration status of the bidder, whichever is lower shall be payable.

4.5.2.8. Statutory Variation in Taxes & duties as applicable at the time of supply shall be payable. However, in the event of no change in law but bidder quoting certain tax structure in bid document which is lower than the applicable one, such amount shall be the maximum amount of tax that can be claimed by bidder.

4.5.2.9 In case of Liquidated damage (LD) recovery, the applicable GST shall also be recoverable from the suppliers.

4.5.2.10. As per the extant GST rules, as of now it is not mandatory to file returns immediately and ITC has been allowed on self-declaration. In view of the changed scenario, the payment of GST shall have made to the contractors simultaneously with their work/services invoices.

GST portion of invoice value will be paid only after fulfilling following conditions:

- (a) Payment of GST amount into Govt. Account by supplier against invoice raised to BHEL.
- (b) Filing of GST return within scheduled date.
- (c) Display of GST credit against BHEL GSTIN NO.09AAACB4146P2ZC on GSTN portal.

4.6. INCOME TAX- IT:

All statutory taxes & levies shall be deducted from the payment, as per prevailing government rules.

4.7. MISCELLANEOUS CHARGES:

All charges on account of octroi, terminal, Entry tax, royalty or sales tax and/or other duties on materials obtained for the work (excluding materials provided by BHEL) shall be borne by the contractor.

4.8. LIQUIDATED DAMAGE (LD): As per SCC



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4.9. Risk & Cost Amount against Balance Work: As per SCC

4.10. No Interest payable to Contractor

Notwithstanding anything to the contrary contained in any other document comprising in the Contract, no interest shall be payable by BHEL to Contractor on any moneys or balances including but not limited to the Security Deposit, EMD, Retention Money, RA Bills or the Final Bill, or any amount withheld and/or appropriated by BHEL etc., which becomes or as the case may be, is adjudged to be due from BHEL to Contractor whether under the Contract or otherwise.

CHAPTER- V

5.0 RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF LAWS, EMPLOYMENT OF WORKERS ETC.

5.1. The contractor should ensure compliance of labour laws, payment of wages, bonus, PF, ESIC, allowances for safety & hardship & other nonmonetary/ statutory benefits etc to labours employed by him either directly or through sub- contractors, in accordance with the provisions of:

- Contract Labour (R&A) Act 1970 and rules 1971.
- Payment of wages Act.
- Minimum Wages act 1948,
- Employees State Insurance Act 1948, Rules and regulations 1950.
- Employees Provident Fund Act 1952 and Pension Scheme 1995.
- Employees Compensation Act 1923.
- Maternity Benefit Act 1961.
- Equal Emolument Act 1976.
- Payment of Bonus Act 1963.
- Inter State Migrant Act.
- Building and Other Constructions Workers Act, 1996,

5.2. The contractor shall at all times indemnify BHEL HERP/ ARMP against all claims, damages or compensation under the provisions of above acts or any modifications thereof or any other law relating thereof and rules made thereunder from time to time or as consequence of any accident or injury to any workman or other persons in or about the works, whether in the employment of the contractor or not, save and except where such accident or injury has resulted from any act of the Corporation, its agents, or servants, and also against all costs, charges and expenses of any suit, action or proceeding arising out of such accident or injury and against all sum or sums which may with the consent of the contractor be paid to compromise or compendia any such claim.

5.3 Contractor shall ensure payment of statutory prescribed minimum wages as applicable from time to time in the presence authorized representative of BHEL and maintain proper records of their timely disbursement. These records need to be preserved for a period of at least any 3 years and should be made available even after the contract is over for any verification by the statutory/ BHEL authorities.



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- 5.6. In case of the contractor employs Women as employee he will discharge his obligation under law in respect of such women workers as per Factory Act, Maternity Benefit Act and other laws of Uttar Pradesh.
- 5.7. The contractor shall pay and bear all taxes, fees, license charges, Cess, duties, deposits, tolls, royalties, commission or other charges which may be leviable on account of his operations in executing the contract.
- 5.9. Contractor has to ensure the implementation of Health, Safety and Environment (HSE) requirements as per directions given by BHEL. The contractor has to assist in HSE audit by BHEL and submit compliance Report. The contractor has to generate and submit record/reports as per HSE plan/activities as per instruction of BHEL.
- 5.12 The Contractor shall not deploy any person below the age of 18 years or above the age of 60 years.

CHAPTER- VI

6.0 RIGHTS OF BHEL FOR TERMINATION/ CANCELLATION OF CONTRACT: As per SCC

CHAPTER VII

7.0 MISCELLANEOUS PROVISIONS & OTHER ISSUES

7.1 SETTLEMENT OF DISPUTES & ARBITRATION:

- i. All questions/interpretations regarding subject matter of the contract shall be decided by the BHEL on the request of the vendor and the decision of the BHEL shall be final.
- ii. In case of dispute, steps shall be taken by the parties to the contract to settle the same through negotiations.
- iii. In case, dispute is not settled in negotiations, it shall be referred to conciliator appointed by the competent authority of the BHEL. The conciliation proceedings with respect to a dispute as defined in the BHEL Conciliation Scheme, 2018 and subsequent revisions can be initiated under the scheme at any stage whether before, during or even after the commencement of arbitration proceedings or litigation before courts. This conciliation scheme is available on our websites www.bhel.com.
- iv. In case dispute is not settled in conciliation proceedings, the same shall be referred to arbitration as per corporate guidelines of the BHEL and the arbitration proceeding shall be conducted as per provisions of the arbitration and conciliation act, 1996 read with corporate guideline as amended from time to time.
- v. The vendor shall continue to perform the contract, pending settlement of dispute(s).

7.2. LAWS GOVERNING THE CONTRACT:

The Order/ Contract shall be executed and governed by the laws of India and the courts of India alone shall have jurisdiction in respect of any matter arising under or in connection with the Order/Contract.



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7.3. ORDERS UNDER THE CONTRACT:

All orders, notices etc. to be under the contract shall be in writing, typescript or printed and if sent by registered post to the address given in tender of the contractor, shall be deemed to have been on the date when in ordinary course they would have been delivered to him. The contractor shall carry out without delay all orders given to him.

7.4. JURISDICTION OF COURT:

All disputes or differences arising out of or in connections with the contract shall be subject to the exclusive jurisdiction of the court at Varanasi (U.P.) Only.

7.5. CLOSING OF CONTRACTS

The Contract shall be considered completed and closed upon completion of all contractual obligations and settlement of Final Bill or completion of Guarantee period whichever is later. Upon closing of Contract, BHEL shall issue a completion certificate as per standard format, based on specific request of Contractor.

7.6. REVERSE AUCTION: RA SHALL BE DONE ON GeM AS PER GeM GUIDELINES.

7.7. SUSPENSION OF BUSINESS DEALINGS WITH CONTRACTORS:

Guidelines for suspension of business dealings with suppliers/ contractors: the revised guidelines for suspension of business dealings are available on BHEL website at "www.bhel.com" on "supplier registration page". Respective bidders / suppliers may refer this before quoting as per their requirement. Action against the defaulted suppliers/ contractors' shall be taken as per these guidelines only.

7.8. PUBLIC PROCUREMENT POLICY:

As per the directives of government of India in form of public procurement (preference to make in India) order, 2017 and subsequent orders, BHEL will extend the purchase preference to Indian vendors over foreign suppliers for items identified by the respective nodal ministries from time to time. "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."

7.9. INTEGRITY PACT (IP) – Not Applicable

7.10. Conflict of interest among Bidders/Agents:

A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of procuring entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if

- a) They have controlling partner (s) in common; or
- b) They receive or have received any direct or indirect subsidy financial stake from any of them;
or
- c) They have the same legal representative/agent for purposes of this bid; or



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- d) They have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or
- e) Bidder participates in more than one bid in this bidding process. participation by a bidder in more than one bid will result in the disqualification of all bids in which the parties are involved.

7.11 Breach of contract, Remedies and Termination:

In case of breach of contract, wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is at least 10% of the contract value, the same be encashed. In case the value of the security instruments available is less than 10% of the contract value, the balance amount be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, etc. with BHEL) or legal remedies be pursued. The balance scope shall be got done independently without Risk & Cost of the failed supplier/ contractor.

Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.

7.12 SPECIAL CONDITIONS FOR MICRO AND SMALL ENTERPRISES (MSEs):

Special benefits as per govt. rules will provided to MSEs unless stated otherwise in Tender Document. Benefits will be passed on only in specific categories of services/works and only for specific categories of MSEs, which qualifies for exemption as per govt rules. Following conditions will be applicable for MSEs:

- i. MSE contractor can avail the intended benefits as per guidelines of Ministry of MSE only if they submit **Valid UDYAM certificate** along with Technical Bid.
- ii. To avail the benefit intended for MSEs, bidders must claim for such benefit. Without such claims, benefits will not be passed on to them.
- iii. Date to be reckoned for determining the validity of MSE status will be the date of bid opening.

7.13 OTHER ISSUES:

Value of Non judicial Stamp paper for Bank guarantee and for Contract agreement shall be not less than Rs.100 unless otherwise required under relevant statutes.

In case of any conflict between the General Conditions of Contract and special Conditions of contract, provisions specified in the Special conditions of contract shall prevail.

BHEL may not insist for signing of Contract Agreements in respect of low value and short time period.



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BIDDERS DECLARATION

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

Date:

To,
Head of Department
Subcontracting Dept.
BHEL - ARMP, Karkhiyaon, Varanasi

Dear Sir,

Sub : Bidders Declaration

Ref : 1) NIT/Tender Specification No:,
2) All other pertinent issues till date

I / we have read the terms and conditions of the tender document, our contractual obligations towards execution of the Contract as per the tender document, we know of all obligations to be performed by us under the contract, the financing cost, administrative expenses, Statutory liabilities, etc. and undertake to fulfil its entire requirement under the quoted rates.

Thanking you,

Yours Sincerely

Signature, seal and address of the party