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भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Limited

(A Government of India Undertaking)

ELECTRONICS SYSTEMS DIVISION

P.B.No 10010, Plot No. 98, Electronics City, Hosur Road, Bangalore - 560 100

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Ref: BHEL/ESD/HR/TPT-TT/2017-19

Date:-04/05/2017

**Notice Inviting Tender**

Sl.No	PARTICULARS	DETAILS
1	Tender Number	Ref: BHEL/ESD/HR/TPT-TT/2017-19 dated 04/05/2017
2	Name of the Work	Contract for utilising Six [6] Tempo Traveller/Force Travellers on Hire Basis at BHEL-ESD, Electronics City, Bangalore 560100
3	Contract Period	02 (Two) Years
4	Earnest Money Deposit(EMD)	Rs. 1,71,132/- to be furnished along with the Tender Document
5	Last Date and Time for the submission of duly filled in tender document	24 <sup>th</sup> May 2017, up to 1.15 PM
6	Date and Time for Tender opening	24 <sup>th</sup> May 2017, at 1.30 PM
7	Place of Submission of Tender document along with EMD	Reception Area, BHEL, Electronics Systems Division Electronics City Phase 1, Hosur Road, Bangalore - 560100.
8	Scope of Work	Refer Tender Document
9	Eligibility Criteria	Refer Tender Document (Essential Criteria)
10	General Terms and Conditions	Refer Tender Document

**Note: -** The tenderers shall return the duly filled in Tender document after affixing signature on all the pages.

Issuing Authority

Sign and Seal of the Tenderer

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M/s

Dear Sir,

**Sub: - Contract for Utilising Six [06] Tempo Traveller/Force Travellers for BHEL-ESD on Hire Basis – Submission of Quotation**

BHEL-Electronics Systems Division, Electronics City, Phase 1, Bangalore 100 intends to enter into a contract for utilizing **Six TT/Force Traveller (12+1 Seater) of 2014 Model or later** make on hire basis for a period of **TWO YEARS** from the date of issue of work order. The salient point are furnished in the table below by complete scope of work and general terms and conditions.

SL	PARTICULARS	DETAILS
1	Contract Work	<b>Contract for Utilising SIX [6] Tempo Traveller/Force Travellers on Hire Basis at BHEL-ESD, Electronics City, Bangalore 560100</b>
2	Contract Period	<b>02 (TWO) Years</b>
3	Earnest Money Deposit (EMD)	<b>Rs. 1,71,132/- to be furnished along with the Tender Document(Enclose the same along with part A(Technical bid)</b>
4	Last Date and Time for the submission of duly filled in tender document	<b>24<sup>th</sup> May 2017, up to 1.15 PM</b>
5	Date and Time for Tender opening	<b>24<sup>th</sup> May 2017, at 1.30 PM</b>
6.	Place of Submission of Tender document	<b>Two parts [Part A(Technical bid) and Part B(Price Bid)]in two separate sealed covers and put both sealed covers in another sealed cover and to be dropped in Tender Box kept at Reception Area at BHEL, Electronics Systems Division, Plot No 98, Post Box No 10010, Electronics City Phase 1, Hosur Road, Bangalore -560100.</b>
7.	Security Deposit	<b>Successful Bidder will have to furnish Security Deposit as per Annexure V of Page No. 17.</b>
8.	Special Instructions	<b>All Annexures should be in the pro-forma provided/sent by BHEL ESD only. This is essential from the point of providing complete information/Details as required by BHEL and for proper comparison.</b>

**Note:-** The tenderers shall return the duly filled in Tender document after affixing signature on all the pages.

### **SCOPE OF WORK AND GENERAL TERMS & CONDITIONS:**

1. The Scope of work involves ferrying BHEL ESD employees from various parts of Bangalore to BHEL-ESD Factory at Electronics City, Hosur Road & from factory to their respective pick-up and dropping points. (It is subject to change based on our requirement). In case we need any additional vehicle within slab for ferrying employees, the same should be provided on the same terms & conditions. The No of Vehicles may be decreased or increased based on our requirements after giving one month notice to the vendor.
2. BHEL – ESD reserves the right of changing the routes of the various vehicles.
3. ONE TT/Force traveler with the Driver will be retained at ESD for official use for local trips and inter-state (short distance) after the morning trip to factory within the daily working time of BHEL-ESD and that vehicle should have all India Permit and all the toll charges and permit charges will be borne by BHEL. Driver bata to be observed by the Transporter.
4. Remaining Five vehicles will leave the premises and report back at 3.30 PM (11.30 AM on Saturday) for the evening trip. Choice of which vehicles to be retained at ESD will be the discretion of BHEL ESD. Without authorized permission of BHEL-ESD HR, the designated vehicle should not leave ESD premises.
5. The vehicles provided must be of 2014 model or later.
6. The vehicles are required to report at the designated place of first pick-up point of all routes 15 minutes before the commencement time.
7. The present factory timings are from 07.30 hrs to 16.36 hrs (Monday to Friday) and 0730 hrs to 1230 hrs (Saturday). The vehicle should arrive at BHEL ESD front gate at 7.25 AM in the morning and should leave BHEL ESD Gate at 16.45 hours. On Saturday the vehicles should leave BHEL ESD gate at 12.40 hours. In case of any change in timings, the same will be informed to the vendor within ten days' notice.
8. Bidders must directly own all the Six (6) vehicles of 12+1 seater. Proof of direct ownership (as per clause No. 11 of page no. 13 of Technical Bid) must be enclosed along with the bid.
9. ONE vehicle to be retained for BHEL premises for use. BHEL - ESD reserves the right to use the vehicle at its discretion. In case the same vehicle is required by the Contractor, it will be released only against arrival of the suitable alternate [good running condition] vehicle at our premises irrespective of the reasons.
10. The copies of valid records/documents like RC Book, Vehicle permit, Insurance, Driving Licenses of Drivers, Emission certificate etc., should be produced at the time of award of contract and whenever required by us for verification. Vehicle should be in good running condition of 2014 model or later & all statutory requirements of RTO/Police, etc., should be fully complied with.
11. The Bidder shall be responsible for providing vehicle Drivers with License. The drivers

must possess valid driving license and have at least five years' experience driving similar vehicles. The drivers' license document is to be produced for verification by BHEL, whenever demanded

12. Contractor will also be responsible for their courteous behavior towards the BHEL Staff, Executives, customers and passengers in the vehicles. Drivers will strictly adhere to instruction and directions issued by BHEL when the vehicles are on duty and at our command. Strict discipline shall be ensured by contractor. The contractor shall be responsible for behavior of his driver at company premises.
13. The names of the successful bidder's staff/representatives along with their office address/contact numbers have to be furnished by the contractor who have to be contacted, during exigencies or for necessary clarification.
14. The vehicles in this tender are for carrying adults. Vehicles of the same seating capacity used as school vehicles with lesser leg space are not acceptable. Short roof vehicles are not allowed.
15. BHEL - ESD reserves the right to terminate the contract with one month's notice if the performance is not satisfactory.
16. BHEL - ESD also reserves the right to short closure the contract with Two months' notice due to administrative reasons.
17. Bidder shall be responsible for covering contractor's/ drivers'/supervisors against all statutory regulations including personal accident insurance etc. BHEL-ESD shall not be responsible for any consequences arising on account of any violation of any statutory provisions, rules/regulations by the Bidder.
18. Average annual financial turnover during the last three years ending 31st March of 2017, should not be less than 26 Lakhs.
19. Copy of completion/performance certificate indicating the value of the work or copy of the Work Order/Purchase Order indicating the value of the work order along with the satisfactory completion certificates of service from previous employers. If the Bidders have provided services to other BHEL Units, their performance will be taken into account while evaluating their technical capability.
20. The rate quoted should include the charges towards fuel, wages, permit, insurance, service taxes and maintenance of vehicle, statutory payments etc., and the rate shall be subjected to price variation clause on increase/decrease of fuel prices during the contractual period.
21. Service Tax rate is as per extant rules & Regulations under the relevant law
22. Bidder should have successfully completed similar works during the last seven (7) years as per details hereunder (Copy of work order/Agreement and completion certificate to be enclosed along with bid. In case of ongoing contracts, the works order/Agreement and performance certificates are to be provided)
  - a) Three similar completed works (each not less than Rs.34.25 lakhs / -), **or**
  - b) Two similar completed works (each not less than Rs.42.78 lakhs -), **or**

c) One similar completed works (each not less than Rs.68.45 Lakhs /-).

If any bidder is not fulfilling any of above conditions from 'a' to 'c' will be summarily rejected.

23. In case of any breakdown of running vehicle, alternate arrangement of same seating capacity and in good running condition should be made within half-an-hour to fulfill the contractual terms. Failure to make alternate arrangement will result in levying of appropriate penalty as given below.

24. Failure to make alternate arrangements will result on levying of Penalty as under

- a. If the vehicle is not reported [Breakdown while reaching the first point] at first Pick-Up Point and reaches the factory as required, the penalty is 50% of the daily rate.
- b. If the vehicle is not available at our disposal for half-a-day and less i.e. half of the specified slab hours & less [tolerance of 15 minutes] the penalty is 75% of the daily rate.
- c. If the above failure [half-a-day] occurs more than once in a calendar month then the penalty will be 25% of the daily rate in addition to the above penalty, for the second and subsequent failures.
- d. If the vehicle is not available at our disposal for more than half of slab hours it will be treated as full day and the penalty is 125% of the daily rate, if the above failure [full day] occurs more than once in a calendar month then penalty will be 50 % of the daily rate in addition to the above penalty for the second and subsequent failures.
- e. If the vehicle is not available after doing part of work during first or second half and no alternate arrangement is made within half-an-hour then penalty will be as per "b & c".
- f. The vehicle at ESD premises without Driver will attract the above said penalty [b to e].

25. After dropping the employees/evening trip, Drivers/Supervisors of the Contractor will not be allowed entry inside the factory.

26. The drivers of the TT/Force traveler should be wearing Uniform during driving for BHEL, as per RTO guidelines

27. **PRICE VARIATION (PVC):** The rates finalized will be firm during the contract period. However, in case of change in fuel prices, a change in the rate will be allowed in the following pattern subject to documentary evidence regarding such change. Rates as per PVC will be given effect from 1st day of subsequent month only. (For e.g. if price change has taken place say in the month of July, then PVC rates (based on the latest fuel rate) will be given effect from August month only). The fuel price at the date of NIT will be the base price for PVC clause. The fuel price variation clause is also applicable for extra running KMs. Price variation clause will be applicable only when there is increase/decrease in fuel price (regular diesel price) per Litre to the tune of one rupee or more compared to previously considered rate.

The rates applicable for Price variation (PVC) for is as given below:

Sl. No	Type of Vehicles	Fuel	Mileage per Litre KM	PVC per KM per Rupee increase in Fuel Charge (in Paisa)
01	Tempo Traveller/Force Travellers(Non AC)	Diesel	8	0.13

E.g. a) In case, there is increase in fuel price by one Rupee, then, new rate for Tempo Traveller would be calculated as follows. The new rates will be rounded off to nearest rupee. New slab rate for 750 KM in Rs.= Existing rate for 750 KM. + (750KM x 0.13) New rate per extra KM (TT) = Existing rate per extra KM in Rs. + 0.13 b) In case there is decrease in fuel price by one Rupee then, New slab rate for 750 Km(TT) in Rs.= Existing rate for 750 KM in Rs. - (750KM x 0.13) New rate per extra KM = Existing rate per extra KM in Rs. - 0.13

28. The company reserves the right to use the vehicle at its discretion, denial of performing any trip would be viewed seriously and attracts penalty as per clause- 24 irrespective of the reasons. Trip sheet should be maintained by properly recording time, kilometers on daily basis and obtain the signature from the authorized person identified/nominated by us. Contractor will also be responsible for their courteous behavior towards the BHEL Staff in the vehicles. Drivers will strictly adhere to instruction and directions issued by BHEL when the vehicles are on duty and at our command. Strict discipline shall be ensured by contractor. The contractor shall be responsible for behavior of his driver at company premises.
29. The contractor shall execute an agreement within a month of issue of work order, as per BHEL format containing all the terms and conditions, on a non-judicial stamp paper of Rs 200/-. The cost of stamp paper to be borne by the contractor.
30. Trip sheet should be maintained properly by recording time, kilometers on daily basis and obtain the signature from the first pick-up/last drop-employee on same day.
31. It may please be noted that all information along with enclosures those are required under tender document, should be clearly filled-in, if any column is left blank then the bid will be rejected summarily. Any information, wherever the bidder feels important and necessary, the same can be furnished as enclosures only. The offer should be submitted in 2 parts as mentioned below in separate sealed envelopes to be put into a SINGLE SEALED COVER super scribed as Enquiry **Ref: BHEL/ESD/HR/TPT-TT/2017-19 dated 24/05/2017**
  1. Techno-commercial Bid as per Annexure-1 [Technical Part] Super scribed as **"Techno- Commercial Bid"** for Enquiry No: **Ref: BHEL/ESD/HR/TPT-TT/2017-19 DUE DATE 24/05/2017**
  2. Price Bid as per Annexure-II [Price Bid Part], superscribed as **"Price Bid"** for Enquiry No: **Ref: BHEL/ESD/HR/TPT-TT/2017-19 DUE DATE 24/05/2017**

The above sealed cover containing tender document has to be dropped in HRM TENDER BOX Kept in the Reception Hall of the **BHEL, Electronics Systems Division, Electronics City , Phase 1, Bangalore-560100**-on or before **1 .15 PM of 24/05/2017**

The tender as per annexures should be in bold and legible letters. Corrections if any should be endorsed. All the columns of all annexures should be filled or written as "Not Applicable".

The Tender Box will be opened on **24/05/2017 at 1.30 PM**. The interested bidders representatives can be present while opening the Tender Box to know only the number of offers received [acceptance will not be confirmed] Intimation regarding the price bid opening will be sent to such of those bidders whose techno-commercial bids are accepted. No correspondence will be entertained in this regard unless we seek clarification, if any. The Management reserves the right to accept or reject any offer without assigning any reason whatsoever and its decision is final in this regard.

**32. Payment:**

a) Trip Sheets should be maintained by the Drivers reflecting journey undertaken daily which will invariably be get filled-up by driver affixing his signature and the same duly certified by the authorized official deputed for this work. The Trip sheet Book will be provided by BHEL-ESD and the same has to be submitted on monthly basis (calendar month) along with the bills. Payment shall be settled in on or after thirty (30) days from the date of submitting the bill.

b) Payment will be made only once in a month. Bidder will submit the bills on monthly basis (Calendar month), which will be duly verified, checked and passed by ESD HR department and forwarded to Finance Department of BHEL – EDN Bangalore for releasing payment to the contractor.

c) If any discrepancies in the trip sheets/bill will be returned immediately for re-submission after correction by the contractor within 1 month. All payments will be made by Electronic Fund Transfer (EFT) for which bidders shall fill in the EFT format giving their Bank A/c details. EFT will take place after thirty (30) days of submission of clear bills. Electronic fund transfer form is enclosed herewith.

**33) Bidders are required to submit the offer in two separate parts only ie.**

17) Bidders shall fill in all the required particulars in the blank spaces provided for this purpose in the tender document and also sign each and every page of the tender document before submitting the tender. All the entries in the Technical bid & Price bid should be clearly written and corrections if any are to be duly authenticated by the bidder.

34) Technical bid should accompany the DD/Pay order/ Banker's Cheque for Earnest Money Deposit along with other relevant supporting documents.

**35) The bidders are required to submit / drop duly filled in tender document before 1315 Hours on or before 24/05/2017 in the tender Box kept in the reception area at BHEL-ESD, Electronics City, 1st Phase, Hosur Road, Bangalore 560 100.**

36) The technical bid shall be opened on **24/05/2017** at 1330 Hours at tender Box kept in the reception area at BHEL-ESD, Electronics City, 1st Phase, Hosur Road, Bangalore 560 100 in the presence of bidders whoever present.

37) Bidders or Bidders' representatives may attend the technical bid opening on the above mentioned date, time & place. No separate intimation will be given to bidders for technical bid opening.

38) The sealed price bids of only those offers which are technically acceptable shall be opened later. The bidders qualifying in technical bid will be intimated for participating in Price bid opening.

39) Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the bidders who resort to canvassing will be liable to rejection.

40) The contractor shall not sublet any portion of the contract without the prior approval of BHEL in writing

Yours faithfully,

**For & on behalf of  
Bharat Heavy Electricals Limited**

**Senior Deputy General Manager/HR**



**Information Part**

(Signed copy to be enclosed in separate cover)

SL. No.	Description	Details
01.	Nature of organization (Private, Public, partnership firm, propriety concern)	
02.	Name and address of the registered office with phone/fax nos. and email id	
03.	Name/s of Managing/Executive Director or Directors as with Telephone and Mobile numbers. applicable or Partners or Proprietor	
04.	Name of the contact person's name, designation, phone no. and email id	
05.	Total manpower employed in the firm [Driver and Staff]	
06.	No. of years of experience in the field of transport service	
07.	Whether vendor is having any relative working in BHEL (if yes, provide name, staff no., designation and department.)	
08.	Name of the Person(s) and designation authorized for signing the contract/dealing with BHEL	

09.	Address of Garage, Contact person with phone No.	
10.	List of branch offices with addresses	
12.	List of clients	

Signature of the authorized person with seal

Date:

## **Annexure – II**

### **Essential Criteria for Evaluation of Technical Bids.**

(signed copy to be enclosed in separate cover)

<b>SL. No.</b>	<b>Description</b>	<b>Details</b>
01.	EMD Details	DD / PO No  Date :  Amount; Rs 1,71,132/-
02.	Whether the tenderer has agreed to submit Security Deposit immediately after receiving of Work order as mentioned in the Tender.	<b>Accepted/Not Accepted</b>
03.	Vehicles Operators / Travel Agencies should have service tax registration number as per service Tax Act. Please indicate your service	<b>Enclosed/Not Enclosed</b>
04.	Registration No. and year of establishment (Copy of registration certificate shall be enclosed)	<b>Enclosed/Not Enclosed</b>
05.	The Vehicles operator shall have experience of successfully completing similar works during last 7 years either of the following. (Copy of work order/Agreement and completion certificate to be enclosed along with bid. In case of ongoing contracts, the works order/Agreement and performance certificates are to be provided)  a) Three similar completed works (each not less than Rs. 34.25 lakhs), or  b) Two similar completed works (each not less than Rs. 42.78 lakhs), or	<b>Enclosed/Not Enclosed</b>  <b>Enclosed/Not Enclosed</b>  <b>Enclosed/Not Enclosed</b>

	c) One similar completed works (each not less than less than Rs. 68.45 Lakhs).	
06.	Tenderer shall submit a valid solvency certificate not older than 1 year, for a value not less than Rs.7, 00,000/- from a Scheduled Bank.	<b>Enclosed/Not Enclosed</b>
07.	Vehicles Operators / Travel Agencies should have PAN as per income Tax Act. Please indicate your PAN No. (Xerox copy to be enclosed.)	<b>Enclosed/Not Enclosed</b>
08.	Average annual financial turnover during the last three years ending 31st March of 2016, should be not less than Rs 26 Lakhs.  (Photo copies of Auditor Report to be enclosed)	<b>2013-14 Enclosed/Not enclosed</b> <b>2014-15 Enclosed/Not enclosed</b> <b>2015-16 Enclosed/Not enclosed</b> <b>(Un-audited copy to be enclosed)</b>
09.	<b>Payment Terms:-</b> Payment will be made after Thirty (30) days from the date of submitting the correct bills	<b>Agreed/Not Agreed</b>
10.	Scope of work and Terms & condition mentioned in NIT.	<b>Agreed/Not Agreed</b>

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**Signature of the authorized person with seal**

**Date:**

11. Details of Vehicles owned by the vendor in his/her own name/firms' name. Registration should not be older than 2014 (Xerox copy of RC book to be enclosed)

**Details of SIX [6] Tempo Traveller/Force**  
**[Registered in the name of Bidder]**

Sl. No	Name in which the Vehicle is registered	Vehicle No.	Year of Mfg.	RC Book No	Tax Paid Receipt No	Permit No	Insurance (Type No and Policy No)	Last FC done on

**Note:-** Copies of RC Book and Insurance documents with validity should be enclosed.

The above information is true and correct to the best of my knowledge and I will take full responsibility for ensuring the smooth and trouble free efficient service by adhering to all terms & conditions laid down in the tender Document.

**Signature of the authorized person with seal**

**Date:**

**Note:**

1. All above information should be supported by relevant documents as applicable.
2. No column should be left blank. If any column is left blank the offer is liable to be rejected. Extreme care shall be taken while filling price bid. Overwriting will not be permitted. Rates quoted shall be including service tax.

**PART - 2 (PRICE BID)**

**Quotation for Contract for Utilising SIX [6] Tempo Traveller /Force Travellers on Hire Basis at BHEL-ESD, Electronics City, Bangalore 560100**

Sl. No.	Details	SIX [6] Tempo Traveller/Force Travellers
1	Total charges for 750 KMS per day for 6 vehicles for morning pick up and evening drop with One vehicle retained during working hours in ESD.	In figures:
		In words:
2	Charges for extra kilometer beyond 750 kms per day (Rs./Per KM)	In figures:
		In words:
3	PVC to be quoted based on the Fuel price rate as on date of NIT i.e. <b>04/05/2017</b> . The fuel price(regular diesel) prevailing at IOCL retail outlet at Bangalore on the date of NIT will be the base price for PVC clause,	IOCL Diesel rate : <b>Rs. 61.38/-</b> (In figures Rupees Sixty One and Thirty Eight Paise only) as on <b>04/05/2017</b>
4	Price Variation clause – regular diesel {For every One Rupee increase / decrease in price of diesel, the charges for every km will be Rs. _____.	In figures:
		In words:
5.	Rates shall be quoted excluding Service Tax. However Applicable Service tax rate to be indicated	

**Eg.** a) In case, there is increase/decrease in fuel price by one Rupee, then, new rate for Tempo Traveller would be calculated as follows. The new rates will be rounded off to nearest rupee. New slab rate for 750 KM in Rs. = Existing rate for 750 KM in Rs. +/- (750KM x 0.13). New rate per extra KM (TT) = Existing rate per extra KM in Rs. + /- 0.13.

PVC will be given effect from 1st day of subsequent month only. (For e.g. if price change has taken place say in the month of July, then PVC rates (based on the latest fuel rate) will be given effect from August month only). The fuel price at the date of NIT will be the base price for PVC clause.

**Note:** Rate of fuel [Normal Diesel-IOCL] per Litre in Rs. as on **04/05/2017** will be taken as base.

Payment will be made within thirty days from the date of submission of Bill with trip sheets. etc. As per BHEL extent Policy the payment can be made through NEFT only.

1. Deduction if any, towards the penalty amount, statutory deduction etc., under the terms of contract can be deducted from the respective monthly Bill apart from any other dues recoverable.
2. Service Tax rate is as per extant rules & Regulations under the relevant law.
3. L1 STATUS to be determined based on the total cost to company [overall basis]. The rate quoted is valid for 90 days from the date of opening tender box, with an exception for price variation clause as mentioned above.

**Signature of the authorized person with seal**

**Date:**

## **EARNEST MONEY DEPOSIT(EMD) :**

EMD is to be paid by tenderers for securing fulfilment of any obligations in terms of the NIT. Earnest Money Deposit (EMD) Rs.1, 71,132/- is required to be furnished along with the Tender Document.

### **Modes of deposit :**

The EMD may be accepted only in the following forms :

- i. Cash deposit as permissible under the extant Income Tax Act (before tender opening)
- ii. Electronic Fund Transfer credited in BHEL account (before tender opening)
- iii. Banker's cheque / Pay order / Demand draft, in favour of BHEL( along with offer)

### **Forfeiture of EMD :**

EMD by the Tenderer will be forfeited as per NIT conditions, if:

- i. After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
- ii. The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI / Contract.

EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers / contractor" and forfeited / released based on the action as determined under these guidelines. EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of award of work.

In case of expiry of offer validity period or any other circumstances, EMD can be released with the approval of Head of Contracting dept., not below the rank of AGM. EMD shall not carry any interest. EMD of successful tenderer will be retained as part of Security Deposit.



## **Security Deposit :**

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

The total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.

### **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:

- 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 Saving Certificate, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the Security and duly endorsed / hypothecated / pledged, as applicable, in favour of BHEL )

( The requirement of Security Deposit or otherwise, as the case may be, shall be clearly specified in the tender conditions).

### **Collection of Security :**

At least 50% of the required Security Deposit, including the EMD, should be collected before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the amount of the required Security Deposit is collected.

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.

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.

(Note : In case of (a) small value contracts not exceeding Rs. 20lakhs or (B) SAS job jobs, work can be released only after collection / recovery of initial 50% Security Deposit).

Security Deposit shall be released in the Contractor upon fulfillment of contractual obligations as per terms of the contract.

The Security Deposit shall not carry any interest.

**Note:** Acceptance of Security Deposit against Sl. No. (iv) and (v) above will be subject to hypothecation or endorsement on the documents in favour 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).

Security Deposit will be refunded to the contractor after completion of the contract period subject to satisfactory completion of work and compliances to statutory obligations as per this NIT.