

**बिड दस्तावेज़ / Bid Document**

| बिड विवरण/Bid Details  |  |
|--|--|
| बिड बंद होने की तारीख/समय /Bid End Date/Time   | 25-06-2025 12:00:00  |
| बिड खुलने की तारीख/समय /Bid Opening Date/Time  | 25-06-2025 12:30:00  |
| बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)  | 90 (Days)  |
| मंत्रालय/राज्य का नाम/Ministry/State Name  | Ministry Of Heavy Industries And Public Enterprises  |
| विभाग का नाम/Department Name   | Department Of Heavy Industry   |
| संगठन का नाम/Organisation Name   | Bharat Heavy Electricals Limited (bhel)  |
| कार्यालय का नाम/Office Name  | 10170006-ivp Goindwal  |
| क्रेता ईमेल/Buyer Email  | buycon2261.bhelb.pb@gembuyer.in  |
| वस्तु श्रेणी /Item Category  | Monthly Basis Cab & Taxi Hiring Services - Sedan; 2000 km x 320 hours; Local   |
| अनुबंध अवधि /Contract Period   | 2 Year(s)  |
| एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Exemption for Years of Experience and Turnover  | No   |
| स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Exemption for Years Of Experience and Turnover  | Yes   Complete   |
| विक्रेता से मांगे गए दस्तावेज़/Document required from seller   | Experience Criteria,Bidder Turnover,Certificate (Requested in ATC)<br>*In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer |
| क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid? | No   |
| बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled   | Yes  |
| रिवर्स नीलामी योग्यता नियम/RA Qualification Rule   | H1-Highest Priced Bid Elimination  |
| बिड का प्रकार/Type of Bid  | Two Packet Bid   |

| बिड विवरण/Bid Details   |                             |
|---|-----------------------------|
| तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation | 2 Days                      |
| मूल्यांकन पद्धति/Evaluation Method  | Total value wise evaluation |
| मध्यस्थता खंड/Arbitration Clause  | No                          |
| सुलह खंड/Mediation Clause   | No                          |

#### ईएमडी विवरण/EMD Detail

|                   |    |
|-------------------|----|
| आवश्यकता/Required | No |
|-------------------|----|

#### ईपीबीजी विवरण /ePBG Detail

|                   |    |
|-------------------|----|
| आवश्यकता/Required | No |
|-------------------|----|

#### विभाजन/Splitting

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

#### एमआईआई अनुपालन/MII Compliance

|                               |     |
|-------------------------------|-----|
| एमआईआई अनुपालन/MII Compliance | Yes |
|-------------------------------|-----|

#### एमएसई खरीद वरीयता/MSE Purchase Preference

|   |     |
|---|-----|
| एमएसई खरीद वरीयता/MSE Purchase Preference | Yes |
|---|-----|

1. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.
2. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover shall upload the supporting documents to prove his eligibility for exemption.
3. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order

quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

5. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- If number of technically qualified bidders are only 2 or 3.
- If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

**एक्सेल में अपलोड किए जाने की आवश्यकता /Excel Upload Required :**

Confirmation to tender terms - [1749874320.xlsx](#)

**अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required**

**Scope of Work:**[1749874007.pdf](#)

**Monthly Basis Cab & Taxi Hiring Services - Sedan; 2000 Km X 320 Hours; Local ( 2 )**

**तकनीकी विशिष्टियाँ /Technical Specifications**

| विवरण/ Specification                           | मूल्य/ Values   |
|--|---|
| <b>कोर / Core</b>                              |   |
| Vehicle Type                                   | Sedan   |
| Type of car (Please select at least 3 options) | Honda Amaze , Maruti Suzuki Dzire , Hyundai Xcent , Tata Tigor , Tata Zest , Hyundai Aura |
| Usage Variant                                  | 2000 km x 320 hours   |
| Type of Service                                | Local   |
| Year of Vehicle Model                          | 2023 , 2024 , 2025  |
| Km Travelled                                   | Upto 50,000 Kms   |
| Air Conditioning Requirement                   | A/C   |
| Area of Operation                              | Hilly + Plain Area  |
| Fuel Type                                      | Petrol  |
| <b>एडऑन /Addon(s)</b>                          |   |

**अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents**

**प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity**

| क्र.सं./S.No. | प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer | पता/Address  | संसाधनों की मात्रा / Number of Vehicles Required | अतिरिक्त आवश्यकता /Additional Requirement   |
|---------------|--|--|--|---|
| 1             | Vishal Devgon  | 143422,BHEL, Industrial Valves Plant, Plot No. 433, Industrial Complex Phase-I, Goindwal Sahib | 2  | <ul style="list-style-type: none"><li>Duration in Months for which service is required : 24</li></ul> |

**क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions**

**1. Buyer Added Bid Specific Scope Of Work(SOW)**

File Attachment [Click here to view the file.](#)

**2. Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

**PRE-QUALIFYING REQUIREMENTS**

BHEL intends to hire 02 nos. sedan segment Taxies (Dzire, Xcent, Aura, Zest, Amaze or equivalent segment vehicle) with driver & fuel for two years on monthly rental basis from experienced and resourceful operating service providers fulfilling qualifying requirements as given below are invited to participate in the tender.

**1. Pre-Qualifying Requirements (PQR)**

- a) Average Annual financial turnover during the last 03 years, ending 31st March of the previous financial years (2021-22, 2022-23, 2023-24), should be at least Rs. 7.26 Lakhs. In case of Less than three years of financial TO, average of the available years would be calculated over 3 years period only.

Documents required: Balance sheet & Profit Loss statement audited by Chartered Accountant.

**OR**

In case audit of account (P&L Account, Balance Sheet) is not applicable/available then the vendor may submit Turnover Certificate duly certified by Chartered Accountant for the Financial Years i.e. (2021-22, 2022-23, 2023-24), as a proof of Financial Soundness.

Any documents submitted certified by Chartered Accountant should have Chartered Accountant's UDIN (as applicable)

b) Experience of having successfully executed\* similar works\*\* during last three years ending last day of month previous to the one in which NIT is invited should be either of the following:

a. Three similar completed works costing not less than the amount equal to ₹ 9.68 Lakh each.

OR

b. Two similar completed works costing not less than the amount equal to ₹ 12.10 Lakh each.

OR

c. One similar completed work costing not less than the amount equal to ₹ 19.35 Lakh.

Documents required: Work order/Contract agreement and Work Completion certificate/Partial work completion certificate related to executed similar works.

\*Executed means the bidder should have achieved this criterion, even if the total contract has not been completed or closed. Actual executed value shall be considered, irrespective of completion status of contract (s) under consideration.

Proof of work shall be:

*Contract Copy for work related to scope of work (i.e. providing commercial passenger vehicles) issued by any Central/State Government / PSU company/Private Organization.*

*Copy of Work Order(s) and Experience Certificate(S) corresponding to that work order(s) to be provided. Experience certificate from Private organization to be supported by TDS (Tax Deduction at source) certificate issued by the organization or Form 26 AS.*

\*\*Similar works means providing commercial passenger vehicles (Van/Bus/Sedan Car/Hatchback Car/SUV/MUV/Motor Cab/Maxi Cab) on Hire/Lease.

**Note: - 1. In similar work value of Work Order is Exclusive of GST.**

**2. In case work is not completed then value on pro-rata basis shall be taken upto last day of month previous to the one in which NIT is invited**

## **SPECIAL TERMS & CONDITIONS**

**1) Evaluation of the price bids:** All mentioned sedan segment taxis shall be considered equivalent and evaluation of the price bids shall be done on 'Landed Cost to BHEL', which shall be comprised of quoted 'monthly hiring rate p

er vehicle per month' and quoted 'GST rate'.

**2) Award of the contract:** The work shall be awarded to the L1 bidder.

**3) Delivery:** The Contractor/service provider shall ensure safe delivery of Vehicle (as per requirement) within 15 days with complete documents as per Motor Vehicles Act, 1988.

The BHEL's use of the vehicle shall not be interfered in any manner whatsoever by the Contractor/service provider or any person claiming directly or indirectly to be the Contractor/service provider.

**4) Servicing, Maintenance & Repairing:** All scheduled servicing, running maintenance /minor repairing/ Major accidental damage repairing pertaining to the vehicle shall be the responsibility of the contractor.

Settling insurance claims (if any) with insurance company will be the sole responsibility of Contractor/service provider and BHEL will have no liability in this regard.

Replacement of Tyres and Batteries at periodical intervals during the Contract period shall be the responsibility of Contractor/service provider. Tyres shall be replaced whenever required /when treads are worn out below "Tyre Wear Indicator (TWI)" and tubes shall be replaced when punctures are more than three. Tyre should be CEAT/MRF/Apollo/Michelin/Goodyear/JK Tyres/Bridgestone/Continental make only. Battery shall be replaced whenever required during the contract period.

## **5) Payment Terms:**

- i. The monthly running of the vehicle has been set at 2000 kilometers. However, BHEL will make additional payments to the contractor for any kilometers driven beyond the agreed 2000 kilometers at a rate of Rs. 7.00 per kilometer. Conversely, deductions at the rate of Rs. 7.00 per kilometer will be made from the contractor for any kilometers driven below the agreed 2000 kilometers monthly running.
- ii. The vehicle is required to be hired for 10 hours daily (08:00 AM to 06:00 PM, subject to change as per company requirement) on all working days, including Sundays and holidays.
- iii. For every completed extra hour running of the vehicle, BHEL shall pay Rs. 50.00/Hour beyond 10 Hours duty.
- iv. For Outstation duties (beyond 50km from Goindwal) night halt charges of Rs. 150.00 per night shall be paid by BHEL. During night halt, extra payment of Rs.50/hour shall not be applicable.
- v. Permit, Road Tax, Challan/maintenance etc. shall be the responsibility of the Contractor/Service provider and will be borne by the Contractor/service provider. However, journey specific expenditures i.e. Toll Tax, Parking & Interstate Taxes shall be reimbursed to the contractor against submission of receipts in original along with respective Invoices.
- vi. All expenditures during journey referred to drivers like driver's meal/lodging, etc. shall be in scope of Service provider.

**vii.** Bills in duplicate against work contract shall be submitted by the contractor within 15 days after completion of calendar month.

**viii.** Formula for Monthly Bill Calculation: -

Minimum monthly hiring charges per vehicle

+ Extra kms run beyond 2000 Kms monthly running x charges for extra Km @Rs. 7/km.

- Less kms run below 2000 Kms monthly running x charges for Less Km @ Rs. 7/km.

+ Extra Hours duty beyond 10 hrs. x Extra Hrs. Rate (Rs. 50/Hr.)

+ Nos. of Night halts x Night halt charges (Rs. 150/ Night)

+ Parking Charges / Toll tax / Interstate tax.

**ix.** BHEL shall pay monthly hiring charges, including taxes & other charges as applicable. The payment will be processed on monthly basis after receipt of the bill in duplicate and verification by Departmental Representative for satisfactory execution of work. The Bills shall be submitted to HR which will be further sent to finance after verifying compliances. The bill must be accompanied by all relevant documents. Accordingly, all payments shall be made by the BHEL within 30 days from the receipt of correct and complete monthly bill along with supporting documents at BHEL office as per below:

| Sl. No. | Type of Bidder                   | Payment terms (no. of days) |
|---------|----------------------------------|-----------------------------|
| 1       | Micro & Small Enterprises (MSEs) | 30 days                     |
| 2       | Medium Enterprises               |                             |
| 3       | Non MSME                         |                             |

**x.** No advance money will be paid under any circumstances. Also, no interest shall be paid due to delay in making the payment.

**xi.** Applicable GST shall be paid by BHEL on submission of GST compliant invoice under Goods & Service Tax Law. GST will be paid after available/shown on GST portal.

**xii.** Contractor to ensure compliance of GST law and rules applicable on supply involved in this Tender and in the event of any non-compliance by contractor, implication of the same if any shall be on account of contractor

- xiii.** GST on renting of motor vehicle Services is subject to RCM (i.e. BHEL is required to pay GST under Reverse Charge Mechanism), if BHEL receives services from Non-Body Corporate and does not charge GST @12%.
- xiv.** IN CASE SUPPLIER CHARGING GST UNDER FORWARD CHARGE -- Conditions relating to release of GST portion: Payment of GST portion will be released to vendor only upon completion of statutory requirement and further subject to following: a) Vendor declaring such invoice in his GSTR-1 and b) Receipt of Tax invoice by BHEL along with supporting documents mentioned above and c) Confirmation of payment of GST thereon by vendor on GSTN portal. d) Above is subject to receipt of goods/service and tax invoice thereof along with vendor declaring invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL.
- xv.** AVAILING INPUT TAX CREDIT (ITC) BY BHEL: i. Since ITC can be availed only when BHEL is in possession of GST Tax invoice, vendor to ensure timely dispatch of GST Tax Invoice. It may be noted that in case of any delay in receipt of Tax Invoice the ITC availment by BHEL will get delayed thus entailing additional cash outflow & may even get denied if ITC availment timelines are breached. ii. Further ITC can be availed only when vendor has declared such invoice in his outward supply Return GSTR-1 and after GST thereon has been paid by him at the time of filing of monthly Return. iii. If GST credit is delayed/denied to BHEL due to non/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 shall be recoverable from vendor along with interest levied/leviable on BHEL. iv. Further, in case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor/contractor along with interest levied/leviable on BHEL.
- xvi.** LIABILITY UNDER REVERSE CHARGE (RCM) Any GST liability arising on BHEL under Reverse Charge (RCM) before actual receipt of goods/services and/or Invoice thereof would be subject to recovery of Interest leviable for the period between the date of such liability and actual date of eligibility of ITC based on receipt of goods, receipt of Invoices and other conditions specified in GST Law as applicable.

GST on Vehicle Services is subject to RCM (i.e. BHEL is required to pay GST under Reverse Charge Mechanism), if BHEL receives services from Non-Body Corporate.

- 6) Price Variation Clause (PVC):** Extra /Less payment shall be made for the fuel price variation @ Rs.0.07 (Seven paise) per km of running against variation (increase/decrease) of each rupee in comparison to the base fuel price. Base fuel price shall be the prevailing price of fuel (Diesel/Petrol) at Goindwal Sahib on the day of opening of Techno-commercial bids of the tender. The rate of petrol shall be taken as the average rate of petrol on 1st, 15th, Last date at Goindwal for PVC calculation.

## **7) Penalty Clauses:**



- a) In case of non-compliance of the standards of the services to be provided as per the agreement, the penalties and fines shall be levied as per the GeM Service Legal Agreement (SLA).
- b) One Day Free Service Time per month for the maintenance of vehicle will be provided on mutual consent between BHEL & the service provider.
- c) The vehicle provided shall be as per the specifications (make, model etc.) detailed in the bid document, failure to do so shall attract a penalty of 10% of the per day rental value.

Eg: Assuming the monthly rental as Rs. 30,000/-, daily rental for the month having 30 days comes to be Rs. 1,000/-. In the event of providing vehicle, inferior to the specifications of the bid, 10% of the daily rental i.e. Rs. 100/- shall be deducted for that day.

Similarly, for the month having 31 days, the daily rental comes to be Rs. 968/-. In the event of providing vehicle, inferior to the specifications of the bid, 10% of the daily rental i.e. Rs. 97/- shall be deducted for that day.

Same formula shall be applicable for the month of February too.

- d) Deduction of GST on penalty (if any) will also be levied as per the applicable rates.
- 8)** Vehicle always must carry all the valid relevant documents like Registration /Road Tax / Insurance / Fitness/ Permit/ Valid Pollution Under Control (PUC) Certificate, etc. BHEL shall not be responsible in any way for non-conformance to any of the Rules & Regulations in respect of the vehicle, lay down by the concerned authorities from time to time. The Contractor/service provider must ensure all above valid relevant documents at their own cost.
  - 9)** BHEL reserves the right to verify the correctness of any of the submitted document(s) like GST registration no. / Vehicle Registration /Fitness/ Insurance, etc. submitted by the Contractor/service provider.
  - 10)** Contractor/service provider must provide contact numbers & email-Ids (at least 02 nos.) of his or his representatives/ employees, who shall provide and monitor the service/ backup arrangement and attend any complaint or information regarding the contract/ service all days 24x7. BHEL will not bear any

hindrance due to any third party/ person.

**11) Liabilities:** Liability that may arrive on account of certain events/conditions on BHEL:

**i. Liability on theft or total loss of vehicle :** In the event of vehicle being stolen or damaged beyond repair, the service pertaining to that vehicle shall be considered automatically terminated. The responsibility for insurance claim from the Insurance Company for such thefts/ total loss, will be of the Contractor/service provider. BHEL shall not pay deficit (if any) in this regard. However, contractor have to provide a vehicle in place of stolen/ damaged beyond repair vehicle.

**ii. Liability on account of third-party claims:** Handling of all legal liabilities/claims arising out of third-party claim shall be the responsibility of Contractor/ Insurance Company.

**12) Foreclosure/Termination:** The BHEL reserves the right to terminate the contract any time prior to the expiry of hiring period at its sole discretion. In the event of foreclosure/ termination of the contract in respect of vehicle, BHEL may, without prejudice to any other right to remedy which shall have accrued or shall accrue thereafter to BHEL, to terminate the contract by giving one month's notice in writing. The notice will be deemed to have been served as and when sent to the address given in the tender.

**13) Activities on Expiry/ Termination/ Cessation of hiring period:** Immediately after the Expiry/Termination/Cessation of hiring period, BHEL shall return the vehicle to Contractor/service provider as per the following:

**I. Vehicle:** The vehicle at the place where it was originally supplied in good order and condition, except normal wear and tear. It shall be the responsibility of the contractor to retrieve physical delivery of the particular vehicle from the place where it was supplied.

**II. Termination of the payment:** BHEL shall stop paying monthly rentals for that particular vehicle from the date of the termination of the contract.

**14) Contract period:** The Contract Agreement will be valid for a period of 24 months.

**15) Deviation:** The Service provider must comply with the tender specification and all terms and conditions of the contract. No deviation shall be entertained.

**16) Governing Law and Jurisdiction:** In case of any dispute and differences, Tarn Taran Court shall have only and exclusive Jurisdiction to adjudicate upon.

- 17) Arbitration:** In case of any dispute arising out of or in connection with this contract, the same shall be referred to Arbitration & Conciliation Act 1996 of a sole arbitrator who shall be appointed by mutual consent of the parties. The seat & venue of arbitration shall be Tarn Taran. The proceedings shall be conducted in English. The Governing law of contract shall be the substantive law of India. Any matter arising out of or in connection with the agreement shall be under jurisdiction of Tarn Taran court.
- 18)** BHEL reserves the right to reject or cancel the offers without assigning any reason(s) whatsoever.
- 19)** BHEL reserves the right to verify the correctness of any of the document like Vehicle Registration /fitness/Insurance, etc. submitted by the Contractor.
- 20)** BHEL shall in no way be responsible for any liability arising due to non-compliance of statutory requirement/ regulations w.r.t. the Vehicle.

## **21) Statutory Liabilities/Requirements:**

- i. All statutory requirements shall be complied with by the contractor.
  - ii. Contractor shall comply with all statutory requirements, rules, regulations, and notifications in relation to employment of his employees issued from time to time by the concerned authorities.
  - iii. Contractor shall indemnify BHEL against all claims and losses under various labour laws, statutes or any civil or criminal law in connection with employees deployed by him.
  - iv. The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
- 22)** BHEL reserves the right to reject any or all bids at any stage of tendering process without assigning any reason whatsoever.
- 23)** Deviation: The Service provider must comply with the tender specification and all terms and conditions of contract. No deviation shall normally be entertained.
- 24)** Penalties: Penalties for non-compliance (other than those mentioned above) shall be as per GeM SLA.

## **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 10% of the contract value or more, such security instruments to the extent of 10% of contract value will be encashed. In case the value of the security instruments available is less than 10% of the contract value, the balance amount be recovered in all or any of the following manners:

- from dues available in the form of Bills payable to defaulted supplier against the same contract.

- From the dues payable to defaulted supplier against other contracts in the same Region/Unit /any other region/unit.
- In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier.

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

#### **SECURITY DEPOSIT (SD):**

- a) The total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderers shall be converted and adjusted towards the required amount of Security Deposit.
- b) At least 50% of the required Security Deposit (Including EMD amount) will be collected before start of the work. Balance of the Security Deposit will 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.
- c) EMD of the successful tenderers shall be converted and adjusted towards the required amount of Security deposit:
- d) **Modes of Deposit:**
  - i) The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:
    - ii) Cash (as permissible under the extant Income Tax Act)
    - iii) Local Cheque of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favor of BHEL
    - iv) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
    - v) 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)
    - vi) 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 favor of BHEL)
- e) **General Terms related to SD:**
  - i) The security Deposit will not carry any interest.
  - ii) 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.
  - iii) 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.
  - iv) All compensation or other sums of money payable by the contractor to BHEL under the terms of this contract or under any other contract with BHEL, may be deducted from the Security Deposit or realized by the sale of the securities or from the interest arising therefrom or from any sums which may be due or may become due to the contractor 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 seven 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.

### 3. **Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

### 4. **Generic**

**Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

### 5. **Generic**

**OPTION CLAUSE:** The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

## अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1

bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.

16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

**All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.**

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।/In terms

of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---