

**BHEL-ELECTRONICS DIVISION, BENGALURU  
COMMON CONTRACTING DEPARTMENT**

**NOTICE INVITING TENDER**

1.	Tender Ref No:	BHEL-EDN/ CCD/AMBULANCE SERVICES/ GeM-15/24-25
1.1	GEM REF NO:	GEM/2024/B/5230283
2.	Tender Type	Open Tender -Two part ( e-Tender)
3.	Name of works	SERVICE CONTRACT FOR PROVIDING AMBULANCE SERVICES ON MONTHLY BASIS FOR BHEL-EDN, BENGALURU AND BHEL-ESD, BENGALURU FOR TWO YEARS DURING 2024-26.
4.	Location of work	BHEL-EDN, BANGALORE and BHEL-ESD , Bangalore
5.	Period of contract	Twenty four months from the date of award of contract.
6.	Estimate Value	₹47.71 Lakh ( Excluding GST)
7.	Earnest Money Deposit Amount	As per B: Pre-qualification criteria : Earnest money deposit( EMD)
8.	Contents of Tender Document.	A] Part-I Technical Bid <span>Pages</span>
		ANNEX-1A (Technical Bid-Qualifying Criteria) <span>12</span>
		ANNEX -1B (Scope of Work &Technical Terms and Conditions) <span>11</span>
		ANNEX -1C (General Terms & Conditions of Contract) <span>13</span>
		ANNEX -1D (Special Terms & Conditions of Contract) <span>04</span>
		ANNEX - A (No Deviation Certificate) <span>01</span>
		ANNEX - B ( Declaration) <span>01</span>
		ANNEX - C (EMD payment Instruction E-COLLECT) <span>01</span>
		ANNEX - D (EFT Format) <span>01</span>
		ANNEX - E (CA Certificate for MSE ) <span>01</span>
	B] Part- II Price Bid <span>Pages</span>	
	ANNEX –II (Price bid)( For Reference only) <span>01</span>	
9.	Submission of offer	To be submitted electronically by logging to e-Procurement portal (GeM) ( <a href="https://gem.gov.in">https://gem.gov.in.</a> )
10.	Due date and time for submission of offer	12.08.2024 / 16:00 Hrs.
11.	Due date and time for opening of Technical bid	12.08.2024 / 16:30 Hrs.
12.	Contact details for queries related to tender	Shri. Satya Prakash, Sr. Manager / CCD, BHEL-EDN, Bengaluru. Contact No:080 2699 8040 / 7598217987; e-mail: <a href="mailto:ccd.edn@bhel.in">ccd.edn@bhel.in</a> ;
13.	Address of Tender Inviting Authority	Shri. Vishal Singh, SDGM/ CCD Common Contracting Department (CCD) 2 <sup>nd</sup> Floor, New Engineering Building BHEL-Electronics Division, Mysore Road Bengaluru-560026

**PART-I (TECHNO COMMERCIAL BID)****INSTRUCTIONS TO THE TENDERER**

- The bidder shall submit the bid online by logging in to user account of bidder on e-procurement portal (GeM) as specified in NIT. Offer submitted by any other mode is not acceptable.
- The bidder has to upload the scanned copy of all the mentioned original documents (in colour) during online bid-submission. It is advised that all the documents to be submitted are kept scanned or converted to PDF format in a separate folder in their computer before starting online submission.
- Bidder shall ensure that the total size of the scanned documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However, it shall be sole responsibility of bidder that the uploaded documents remain legible.
- The tender documents must be signed digitally / physically by Partner/ Director of the Firm or by the person holding the Power of Attorney on behalf of the Firm concerned for having accepted the conditions and upload in e-procurement portal. In the latter case, a copy of Power of Attorney, duly attested by a Notary Public must accompany the offer.
- Bidder are advised not to wait till the last minutes or last few seconds w.r.t tender closing time to submit their offer to avoid complications related with internet connectivity / network problem/ power failure etc.
- Tenderer should arrange for the EMD as specified in the tender. EMD should be submitted as per PartI(A)/Prequalification Bid/EMD (including EMD waiver, if any).
- In case EMD is paid through offline payment mode, the original should be posted/couriered/given in person in a sealed cover super scribing 'Tender number/date/Part-I(A)/EMD' to the Tender Inviting Authority, within the bid submission date and time for the tender.
- Techno-commercial bid will be considered only, if the Part-I(A)/Prequalification Bid/EMD is valid. EMD in any other form or tender without EMD will be summarily rejected.
- In case of offline payments, the hardcopies of Earnest Money Deposit (EMD) document/ DD submitted to CCD/BHEL-EDN, Bengaluru and the soft-copies uploaded at the time of online bid submission should be the same, otherwise the tender will be summarily rejected.
- Any deviation to this tender terms & conditions, and schedules of this tender will lead to rejection of the offer.
- Tenderer who have been suspended or black listed or issued with "Show Cause Notice" by BHEL-EDN, Bengaluru or any other unit of BHEL or GOI will not be allowed to participate in the tender and bidder should declare the same in the tender. Even during the course of evaluation/ finalization of tender if it is found that the tenderer is black listed/ barred from business transaction/ under business hold, BHEL will not consider them for further participation in the tender.
- Should a tenderer find discrepancies or omissions in the tender documents, or should there be any doubt as to their meaning, he should at once address the authority inviting the tender, for clarification well before the due date, so as to submit his tender in time. No extension of time shall be given for submission of the tender on any account.
- Rates should be quoted as per the Work / Rate schedule (Price bid/Part –II). Rates quoted in any other form will not be accepted and will be rejected.
- If a tenderer deliberately gives wrong information in his tender or creates conditions favourable for the acceptance of his tender, the BHEL will reject such offer at any stage.
- Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
- Canvassing in any form in connection with tenders is strictly prohibited and the tenders submitted by the Contractors who resort to canvassing will be liable for rejection.
- Should a Tenderer's or a Contractor's or in the case of a firm or company of contractors/any of its shareholder's or shareholder's relative is employed in BHEL, the authority inviting the tenders shall be informed in writing of this fact at the time of submission of the tender, failing which the tender may be disqualified, or if such fact subsequently comes to light, the contract may be cancelled.

- The tender schedule, and the tender shall be deemed to form an integral part of the contract to be entered into for this work.
- BHEL reserves the right to cancel the tender at any stage due to unavoidable circumstances.
- Before submission of offer, the Tenderer is advised to inspect the site of work and its environment and be well acquainted with the actual working and other prevailing conditions including various best practices adopted by BHEL with respect to position of the materials and labour.

**Check list for submission of offer**

<p>Bidder shall submit the offer in two parts as Part-I (Techno-commercial Bid) and Part-II (Price Bid )</p> <p><b>Part -I (Techno commercial bid)</b> shall contain following documents:</p> <p>a) ) <b>Pre-qualification related documents</b> c) <b>Signed Tender document.</b></p> <p>The documents to be contained in Techno commercial bid are as follows:</p> <p>a) Pre-qualification related documents to meet Technical Competency Criteria, Financial Soundness Criteria and Statutory registration criteria.</p> <p>b) Signed Tender document and duly filled and signed ANNEXURES (As applicable) for unconditional acceptance to tender Scope of work and Terms &amp; Conditions.</p> <p>Part-II (Price Bid) comprises of single cover</p> <p>a) Price bid Cover</p> <p>Price bid cover shall contain rates quoted as per price bid format available in e-Procurement portal.</p>		
<b>1</b>	<b>Check list for Part-I: Techno Commercial Bid ( Pre-Qualification related documents )</b>	
1.1	<p>Documentary evidence in support of <b>Organization / Firm Registration</b> as registered / licensed companies / firms / proprietors / partnerships</p> <p>Duly signed and sealed copy of</p> <p>1) Trade License / GST registration / Auditor's letter / PAN or</p> <p>2) Partnership Deed Copy of Extract from Register of Firms showing latest constitution of Firm (Form A /G/any other form as the case may be) Trade License / GST Certificate and PAN or</p> <p>3) Partnership Deed, Notarised Declaration as to the constitution of Firm signed by all the Partners and Trade License, GST Certificate and PAN or</p> <p>4) Certificate of Incorporation / Memorandum of Association &amp; Articles of Association</p>	<p>1.Applicable Document</p> <p><input type="checkbox"/> Uploaded / <input type="checkbox"/> Not uploaded</p>
1.2	<p>Self-attested copy of the <b>Power of Attorney</b>, in case an individual/authorized signatory other than the sole proprietor signs the tender.</p>	<p>1.Copy of Power of Attorney</p> <p><input type="checkbox"/> Uploaded / <input type="checkbox"/> Not uploaded</p>
1.3	<p>Documentary evidence to meet Technical Competency Criteria as per C.3 of C: Pre- qualification Criteria: Technical competency &amp; financial soundness</p> <p>1) Duly signed and sealed copy of WO / PO / Agreement / Completion certificate. / Valid Registration documents</p>	<p>WO / PO / Agreement copy / Completion Certificate / Valid registration Documents.</p> <p><input type="checkbox"/> Uploaded / <input type="checkbox"/> Not uploaded</p> <p>2.Form 26AS / TDS Certificate /</p>

	2) Form 26AS / TDS certificate with customer name as name of deductor for financial year in which work was carried out or Bank statement showing transaction with customer during execution of contract.  3) Documentary evidence to meet prequalification criteria w.r.t <b>(ownership / Lease of Ambulance. )</b>	Bank Statement <input type="checkbox"/> uploaded / <input type="checkbox"/> Not uploaded  3.Documents in support of <b>(Ownership /Lease of Ambulance</b> <input type="checkbox"/> uploaded / <input type="checkbox"/> Not uploaded
<b>2</b>	<b>Check list for Part-I: Techno commercial Bid (Tender Scope and Terms &amp; conditions related document)</b>	
<b>2.1</b>	Documentary evidence for unconditional acceptance to Tender Scope of work and Terms & Conditions.  Duly filled, signed and Sealed copy of 1. Complete Tender Document. 2. "No Deviation Certificate "as per ANNEXURE-A in letter head. 3. "Declaration" as per ANNEXURE -B in letter head.	1. Duly filled and Signed "Tender Document" <input type="checkbox"/> uploaded / <input type="checkbox"/> Not uploaded  2. Duly filled and Signed "Declaration" <input type="checkbox"/> uploaded / <input type="checkbox"/> Not uploaded 3. Duly filled and Signed "No Deviation Certificate" <input type="checkbox"/> uploaded / <input type="checkbox"/> Not uploaded
<b>3</b>	Rates quoted as per Price bid format available on e-Procurement Portal (GeM).	<input type="checkbox"/> Quoted as per tender format  <input type="checkbox"/> Not Quoted as per tender format.
<b>4</b>	All the information and relevant documents as asked in tender.	<input type="checkbox"/> Provided / <input type="checkbox"/> Not Provided
Bidders are kindly requested to submit their offer as follows 1) Documents pertaining to each cover shall be uploaded as single pdf containing all relevant documents as stated above.		

**ANNEXURE-1A****PART-I (TECHNO COMMERCIAL BID)****A: (Bidders Profile)**

1.	Name of the Enterprise/ Company/ Firm.	
2.	Name of Directors / Partners / proprietor of Enterprise/ Company/ Firm	
3.	Registered Address of Enterprise/ Company/ Firm	
4.	Contact Details: Landline /Mobile number:	
5.	E-mail Address for communication w.r.t tender	E-mail ID: .....
6.	Name and Contact details of person for communication related to Tender	Name: .....  Mobile No: .....
8.	Status of Firm as MSME / Start up recognized by DPIIT	<input type="checkbox"/> Micro <input type="checkbox"/> Small <input type="checkbox"/> Medium  <input type="checkbox"/> Start-up recognized by DPIIT <input type="checkbox"/> None of the above ( Supporting document to be enclosed )
9.	BHEL Vendor Code (If any)	

**B: Pre- qualification Criteria: Technical competency & financial soundness**

<b>B.1</b>	<b>ORGANIZATION / FIRM REGISTRATION</b>	
<b>1</b>	Registered / licensed companies / firms / proprietors / partnerships are eligible for participating in this Tendering Process. Wherever "Companies Act 2013" is applicable the Company shall be registered in line with "Companies Act 2013".	
	Organization / Firm Business Entity	<input type="checkbox"/> Sole proprietorship / <input type="checkbox"/> Partnership <input type="checkbox"/> Private Limited Company / <input type="checkbox"/> Public Limited Company <input type="checkbox"/> Public Sector / <input type="checkbox"/> Govt. Org / <input type="checkbox"/> Others (Pl. Specify .....) ( Supporting document to be enclosed )
	Details of Organization / Firm Registration	Registration Details :.....
	The details of the registration Documents to be submitted are below:	
	1	Sole Proprietorship Trade License / GST registration / Auditor's letter / PAN
	2	Partnership Partnership Deed Copy of Extract from Register of Firms showing latest constitution of Firm (Form A /G/any other form as the case may be) , Trade License / GST Certificate and PAN
	3	Unregistered Partnership Partnership Deed, Notarized Declaration as to the constitution of Firm signed by all the Partners and Trade License , GST Certificate and PAN
	4	Private Limited Company Certificate of Incorporation / Memorandum of Association & Articles of Association
5	Public Limited Company Certificate of Incorporation / Memorandum of Association & Articles of Association	
6	Public Sector / Govt. org. Certificate of Incorporation / Memorandum of Association & Articles of Association	

<b>B.2</b>	<b>POWER OF ATTORNEY:</b>		
	<p>The tender documents should be signed by authorized signatory. Authorized signatory shall be the person holding 'power of attorney' on behalf of the firm/company/bidder-concerned authorized/empowered to act on behalf for the specific purpose.</p> <p>BHEL will not be bound by any other Power of Attorney granted or the change in the composition of the firm made, subsequent to the execution of the Contract agreement. They may however recognize such Power of Attorney or change in status after obtaining legal advice and the cost involved in that connection shall be chargeable to the bidder concerned.</p> <p>Documents to be submitted:</p> <p>A self-attested copy of the Power of Attorney, in case an individual/ authorized signatory other than the sole proprietor signs the tender shall be submitted along with the tenders.</p>		
<b>B.3</b>	<b>TECHNICAL COMPETENCY</b>		
	<p>Bidder shall have experience of execution of works in any Central / State Govt. / PSU / Private company / establishment /reputed organization / institution executed after <b>31st March, 2017</b> as per following details:</p>		
	<b>SL NO</b>	<b>QUALIFYING PARAMETER</b>	<b>QUALIFYING VALUE</b>
<b>B.3.1</b>	1	" Works related to Taxi (Car) Services / Ambulance services on monthly / contingency / on call basis"	<p>Single work order with value equal to <b>₹38 Lakh.</b></p> <p><b>or</b></p> <p>Two Work orders each with value of <b>₹24 Lakh</b> each.</p> <p><b>or</b></p> <p>Three Work orders each with value of <b>₹19 Lakh</b> each.</p>
<b>B.3.1.1</b>	<p><b>Details of Work Order /Agreement to be considered against work experience:</b></p> <p>WO / Agreement Ref No.....Customer: .....</p> <p>Name of Work:.....</p> <p>Contract Value: ..... Contract Period: .....</p> <p><b>WO / Performance certificate / Work completion Certificate:</b> ( ) Enclosed / ( ) Not Enclosed</p> <p>Form 26AS/ TDS certificate / Bank statement for payment received from customer against the above contract ( ) Enclosed / ( ) Not Enclosed</p>		

<b>B.3.1. 2</b>	<p><b>Details of Work Order /Agreement to be considered against work experience:</b></p> <p>WO / Agreement Ref No.....Customer: .....</p> <p>Name of Work:.....</p> <p>Contract Value: ..... Contract Period: .....</p> <p><b>WO / Performance certificate / Work completion Certificate:</b> ( ) Enclosed / ( ) Not Enclosed</p> <p>Form 26AS/ TDS certificate / Bank statement for payment received from customer against the above contract ( ) Enclosed / ( ) Not Enclosed</p>
<b>B.3.1. 3</b>	<p><b>Details of Work Order /Agreement to be considered against work experience:</b></p> <p>WO / Agreement Ref No.....Customer: .....</p> <p>Name of Work:.....</p> <p>Contract Value: ..... Contract Period: .....</p> <p><b>WO / Performance certificate / Work completion Certificate:</b> ( ) Enclosed / ( ) Not Enclosed</p> <p>Form 26AS/ TDS certificate / Bank statement for payment received from customer against the above contract ( ) Enclosed / ( ) Not Enclosed</p>
	<p><b>Documents to be submitted by bidder</b></p>
	<p><b>WO / PO / Agreement Copy relevant to above mentioned work :</b></p> <p>( ) Enclosed / ( ) Not Enclosed</p> <p><b>Performance /experience Certificate for satisfactory execution of above mentioned work:</b></p> <p>( ) Enclosed / ( ) Not Enclosed</p> <p><b>Form 26AS/ TDS certificate / Bank statement for payment received from customer against the above contract:</b></p> <p>( ) Enclosed / ( ) Not Enclosed</p>

<b>B.3.2</b>	The Bidder shall own / have Lease Agreement with Owner <b>for two nos. of Ambulance</b> with necessary permission and registration.		
	<p><b>Details of vehicle owned /Leased:</b></p> <p><b>1. VEHICLE-1 (AMBULANCE)</b></p> <p><b>Vehicle Registration Number:</b> .....</p> <p><b>Vehicle Model &amp; Make:</b> .....</p> <p><b>Vehicle Engine Capacity:</b> .....</p> <p><b>Year of Manufacture:</b> .....</p> <p><b>Fuel:</b> .....</p> <p><b>2. VEHICLE-2 (AMBULANCE)</b></p> <p><b>Vehicle registration Number:</b> .....</p> <p><b>Vehicle Model &amp; Make:</b> .....</p> <p><b>Vehicle Engine Capacity:</b> .....</p> <p><b>Year of Manufacture:</b> .....</p> <p><b>Fuel:</b> .....</p>		
	<b>Document to be submitted</b>		
	<p><b>1. Copy of RC book,</b></p> <p><b>2. Copy of Valid Insurance and</b></p> <p><b>3. Copy of Valid registration for commercial use of vehicle in and around Bangalore as Ambulance.</b></p>		
<b>B.4.2</b>	Permanent Account Number (PAN)	.....	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
<b>B.4.3</b>	Goods and Services Tax Registration ( GST )	.....	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed

<b>B.4.4</b>	<b>Documents to be submitted</b>
	<ol style="list-style-type: none"> <li>1. Permanent Account Number (PAN): Bidder should have valid Permanent Account Number (PAN) and Self-Attested copy of PAN Card shall be enclosed.</li> <li>2. GST registration Number: Bidder shall be registered with GST, copy of GST certificate shall be enclosed</li> </ol>
<b><i>Duly filled copy of the above along with supporting document to be uploaded in e-procurement portal.</i></b>	

**C: Pre- qualification Criteria: Statutory requirements & acceptance to tender terms & conditions**

<b>C.1</b>	<b>ACCEPTANCE TO TENDER TERMS AND CONDITIONS</b>	
	<b>The bidder shall unconditionally accept all terms and conditions of tender.</b>	
<b>C.1.1</b>	<b>Details of documents submitted by Bidder</b>	
	Duly filled, Signed and sealed copy of <b>Tender document.</b>	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not enclosed
	Duly signed and Sealed copy of <b>"No Deviation Certificate" as per ANNEXURE-A</b>	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not enclosed
	Duly signed and Sealed copy of <b>"Declaration" as per enclosed ANNEXURE-B</b>	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not enclosed
<b>C.2</b>	Applicable GST % against the scope of work	_____% GST ( Vendor to confirm )
<b><i>Duly filled copy of the above along with supporting document to be uploaded in e-procurement portal.</i></b>		

**ANNEXURE-IB****PART-I (TECHNO COMMERCIAL BID)****SCOPE OF WORK AND TECHNICAL TERMS & CONDITIONS****A. BILL OF QUANTITY**

SL NO	DESCRIPTION	UOM	Qty. (Nos.)
A.			
1	<b>Monthly Charges</b> for providing <b>Ambulance services</b> as per scope of work at <b>BHEL-EDN , Bangalore and BHEL-ESD, Bangalore</b> on 24X7 basis for all days including Sunday and Holiday up to 300 Kms of run <b>per month for twenty four months during 2024-26.</b>	Per Vehicle per Month	48
2	Charges for per KM extra run of ambulance beyond 300 Kms per month per vehicle.	KM	4800

**B. SCOPE OF WORK, CONTRACT PERIOD AND TERMS & CONDITIONS OF CONTRACT****B.1: SCOPE OF WORK:**

1. BHEL intends to hire two Maruti-Eeco /Equivalent/ Higher Ambulances (with driver) on monthly rate contract basis. The ambulances should have Karnataka State registration certificate. Out of two Ambulances One Ambulance is for use of Occupational Health Centre (OHC) of BHEL – Electronics Division (EDN), Mysore road, Bangalore -560 026 and the other is for the First Aid of BHEL-Electronics Systems Division (ESD). Plot No. 98, Electronics City, Hosur road, Bangalore – 560 100.

The two Ambulances shall be at the operational Disposal of respective OHC and First Aid of EDN & ESD throughout the month (24 hours' service) including all Sundays and Holidays.

2. The Ambulance service has to be provided round the clock (24 hours per day) on all days of the month (irrespective of number of days in the month) including all Sundays and holidays. If the ambulance is used beyond 300 KMs per vehicle at EDN / ESD per month (cumulative), charges for extra KMs will be paid for which rate shall be quoted in the Price Bid. All the rates shall be quoted excluding GST. These rates are subject to price variation clause (PVC) for fuel price only.

**3. Specification of the Ambulance to be provided:**

- |    |                                    |                                       |
|----|------------------------------------|---------------------------------------|
| a) | Type                               | : Maruti – Eeco /Equivalent or Higher |
| b) | Model                              | : 2020 or later                       |
| c) | Fuel                               | : Regular Petrol                      |
| d) | Oxygen cylinder with oxygen & Mask | : 1 No.                               |
| e) | First Aid box without items        | : 1 No.                               |
| f) | Stretcher                          | : 1 No.                               |
| g) | Roof Lamp with revolving light     | : 1 set                               |
| h) | Stand for glucose bottles          | : 1 No.                               |
| i) | Emergency siren                    | : 1 No.                               |
| j) | Attendant seat for 2 persons       | : 1 No.                               |
| k) | Water bottle with water            | : 1 No.                               |

**4. KM reading will start after reporting to BHEL-EDN/ESD. In case Ambulance is taken for service/repair/maintenance alternate equivalent Ambulance shall be provided by the contractor before the existing ambulance is taken out for repair/service/maintenance. The ambulance taken for repair/service shall report to OHC/First Aid immediately after repair/service. In case of breakdown of the Ambulance also, the contractor shall be responsible to provide alternate equivalent ambulance such that no unreasonable time gap arises in the matter of this contract service.**

**5. Oxygen cylinder with oxygen and mask are in the scope of the contractor. Before the quantity of oxygen comes to a level that requires filling oxygen then another cylinder with oxygen has to be fitted in the ambulance first and then only the existing cylinder has to be taken out for oxygen filling. This has to be done as per the instructions of our OHC / First Aid.**

6. The medicines and items required for the FIRST AID box will be provided by our OHC/First Aid. However, providing First Aid box is in contractors' scope.

7. The Ambulance supplied should not be owned by BHEL employees and their dependents.

**8. The rate contract is intended for deployment of 2020 or later model of ambulance only. The ambulance may be inspected by our representatives from OHC/First Aid before deployment.**

9. The contractor should ensure that there should not be any advertisement on the ambulance other than which is permitted by BHEL in writing.

10. BHEL shall have the right to cancel the contract at any time if performance is not satisfactory.

11. The Ambulance should be parked at the place earmarked near our Occupational Health Centre / First Aid / Designated parking area and the driver shall be made available also at the allotted space on 24x7 basis at the disposal of the OHC/First Aid.

12. Milometer will be verified by the in charge of ambulance (OHC/First Aid) if necessary.

a) The contractor shall be fully and completely responsible for all statutory compliances with regard to the Ambulance vehicle and employees/drivers deployed by him. He shall ensure that all the directions/instructions issued herein and by BHEL representative from time to time are fully obeyed. Any non-compliance shall be his responsibility and liability for which BHEL shall be fully safeguarded and indemnified. He has to ensure that the following are provided to his drivers while deploying the ambulance:

b) The relevant documents like R.C. Book, Fitness certificate, Insurance, Driving Licences, Emission test certificate and all other statutorily required documents for running the vehicle as an ambulance for the purposes of this contract.

- c) Ambulance should be provided with foot matting and reverse horn.
- d) Ambulance should be provided with additional / emergency accessories like (a) Fan belt (b) Stephney (c) Standard tool kit (d) Spare bulb (e) Fuses (f) Hose pipe etc., to attend emergency repairs.
- e) Drivers of Ambulance shall wear uniform preferably in white colour while on duty and this shall be provided by the contractor.

13.The contractor shall ensure that the driver engaged by him has minimum two years' experience in driving of similar vehicle with proof of valid driving license and First Aid Training Certificate. The driver should be well versed in Kannada and also be able to communicate in Hindi & English. The contractor shall provide the driver with Mobile phone facility. The contractor should furnish proof of having verified the antecedents of the drivers (Police verification) and should ensure that the drivers deployed have no scandalous, criminal or appalling background and will not behave badly with the employees of BHEL or any patient/users.

14.The contractor to ensure that the drivers deployed are sent to periodic medical check-up, including eye check-up and audiometric test to rule out possibilities of loss of vision, hearing etc. In any case the fitness and suitability of drivers shall be the responsibility of the contractor.

15.The contractor should also ensure that the driver engaged for the ambulance follow genuine ethics and will instruct to implement the same. Such ethics include the following.

- a) The driver should keep the vehicle neat and clean every day.
- b) The driver should first allow the patients to get inside the ambulance and then only he should enter the ambulance after ensuring that doors are closed safely and properly.
- c) The driver himself should open and close doors for patients / accompanying staff while getting into and alighting the ambulance.
- d) The driver should wear seat belt while driving and follow all other rules & regulations which he should while driving an ambulance.
- e) The driver shall not smoke / be drunk while on duty.
- f) The driver shall not use mobile phone while driving.

16.Timely providing of the Ambulance and good up keeping of the ambulance for running efficiently is essence of the contract. The contractor should maintain their ambulance as per the specification throughout the contract period.

17.Ambulance shall be available in Occupational Health Centre / First Aid of BHEL in full readiness and cleanliness for operation, in respect of fuel availability (at least 75% of tank capacity) and willingness of the drivers on all days. The contractor shall ensure that the driver carries out routine checks such as tyre air pressure, battery condition etc. for the ambulance.

18.No tape recorder should be fitted. No playing of tape recorder / radios in the Ambulance is allowed.

19.BHEL reserves its right to refuse to engage the ambulance even after arrival at the factory, if the driver and the vehicle do not conform to any of the regulations of MV Act or the terms herein.

20.In case if the vendor is found involved in Sub-Letting of Ambulance, the contract with the said vendor would be reviewed by BHEL and it may result in termination of contract and / or Black listing of the said vendor. No correspondence shall be entertained in this regard and the decision of BHEL shall be binding on the parties.

21.BHEL shall have the privacy of the contract with the contractor only and will give instructions to the contractor or his authorized representative. BHEL will have nothing to do or be concerned with the employment of drivers working for

the contractor. The relationship between BHEL and the contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or an employer-employee relationship.

22.The contractor shall be fully responsible for compliances with all relevant statutes, not limited to, but including the labour legislations wherever applicable and also the Health, Safety and Environmental Guidelines of BHEL.

23.Contractor shall maintain a comprehensive register of the works under this contract covering all details which shall be brought for inspection by BHEL whenever so required.

24.The Ambulance shall be made available at all time in roadworthy condition duly substantiated with 'Fitness Certificate' so as to give uninterrupted service. Upholstery, painting of ambulance is to be maintained in good condition. In case contractor fails to provide the contracted ambulance on any day, BHEL shall be at liberty to make suitable alternative arrangement. Notwithstanding the conditions at clause 25, all such expenditure as also damage / losses incurred by BHEL as a result of breakdown of the contractor's ambulance/break in service will be deducted from the monthly running bill of the contractor and such damage / losses shall be determined by BHEL at its sole discretion.

25.The contractor shall ensure that the ambulance under this contract arrangement is covered by a Comprehensive Insurance Policy throughout the tenure of the contract. Under no circumstances shall the company (BHEL) be liable to compensate for any loss or damage that may be caused to/by the vehicle while engaged in discharge of the contractor's obligations under this contract.

26.Only the authorized staff attached to the contracted vehicle or representative nominated by the bidder shall be allowed entry inside the company or any other premises during the course of contract.

27.The persons employed by the contractor in respect of his vehicle will be treated as the authorized representative(s) and shall also be held responsible along with the contractor for any breach of the terms and conditions as provided in the contract.

28.The contractor shall be responsible for providing ambulance with licensed drivers with the prescribed uniform applicable to the nature of deployment. He will also be responsible for their courteous behaviour towards the BHEL staff, patients in the ambulance.

29.The bidder will operate their ambulance entirely at their own risk and BHEL shall not be held responsible for any damage to the vehicle or any person or property while on the company's work or when parked in or about the company's or other premises.

30.The contractor shall at his own expense reinstate and make good to the satisfaction of BHEL management and pay compensation for any injury to any person, loss or damage occurred to any property or rights whatsoever including property and rights of BHEL or agents, servants or employee of BHEL, the injury loss or damage arising out of or in connection with or during the execution or performed execution of the contract and further the contractor shall indemnify the BHEL against all claims enforceable against BHEL or any agent, servant or employee of BHEL in respect of any such injury (including injury resulting in death) loss or damage to any person whosoever or property including all claims which may arise under the Workmen's Compensation Act or any other labour legislations or laws/regulations/rules and notification as may be applicable.

31.This contract may be terminated at any time without paying any compensation whatsoever to the contractor in case of misbehaviour, disobedience, dishonesty, malpractice, clandestine insolvency, any court order, non-sanction of road permit or any other related activities on their part or their failure to fulfil the terms and condition of this agreement.

32. In case of a partnership firm, any addition, deletion or changes in the partnership deed should be informed to BHEL well in advance.

33. The provisions of the Motor Vehicles Act, 1988 or any statutory modifications or amendments or re-enactment thereof and the rules made there under from time to time have to be strictly followed by the ambulance contractor. BHEL will not be responsible for any complications arising out of such contingencies, if any.

34. Any mishap (i.e. accident or fire, etc.,) occurs en-route is the complete responsibility of the Ambulance contractor. He is also responsible for safe, comfortable and timely transporting of the patients.

35. The ambulance contractor shall carry out the work to the entire satisfaction of In-charge of Occupational Health Centre (OHC) of BHEL.

36. The trip sheet for ambulance will be supplied by BHEL. The contractor shall instruct & ensure that the ambulance driver gets all the columns and every movement filled and signed by the authorized officials of BHEL-OHC / First Aid. The ambulance contractor will bear the entire responsibility of submitting the duly filled in (Starting KM/time, Closing km/time and places visited) daily trip sheets given by BHEL for each trip after obtaining signature of OHC / First Aid officials. The KM readings (usage details of Ambulance) recorded in the trip sheet and certified by OHC shall be the basis for preparing the bills.

37. The total hiring charges payable will be rounded off to the nearest full rupee value. Income tax shall be deducted at source as applicable under relevant Act/Law.

38. In case of loss of original trip sheet BHEL reserves the right not to entertain the claim.

39. In case of breach of any or whole of the above terms and conditions by the Ambulance contractor, BHEL will have the liberty to cancel the registration and contract either in part or in full and entrust in part or in full the work to any other Ambulance contractors and the contractors shall be liable to pay the extra cost involved in the execution of cancelled part of the contract.

40. BHEL shall have the right to recover from the contractor any extra expenditure incurred due to late reporting or breakdowns or any other types of inconvenience caused to the patients.

41. Any amount recoverable from contractor towards the loss/damage will be adjusted from the outstanding payments due from BHEL or from the security deposit. In case this amount is insufficient for such recoveries, the ambulance contractor should agree for hand payment.

42. No part of the contract is assignable and no subletting is allowed without prior written permission from BHEL.

## **B.2: TERMS AND CONDITIONS OF CONTRACT**

### **B.2.1: SAFETY CODE**

#### **RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF SAFETY OF MEN, EQUIPMENT, MATERIAL AND ENVIRONMENT**

1. Before commencing the work, contractor submit a "SAFETY PLAN" to the authorized BHEL Official. The 'SAFETY PLAN' shall indicate in detail the measure that would be taken by the contractor to ensure safety of men, equipment, material and environment during execution of the work. The plan shall take care to satisfy all

requirements specified hereunder. The contractor shall submit Safety Plan along with his offer. During negotiations before placing of work order and during execution of the contract BHEL shall have right to review and suggest modification in the Safety Plan. Contractor shall abide by BHEL decision in this respect.

2. The contractor shall take all necessary safety precautions and arrange for appropriate appliances as per direction of BHEL or its authorized officials to prevent loss of human lives, injuries to personnel engaged, and damage to property and environment.
3. The contractor shall provide to its work force and ensure the use of the following personal protective equipment as found necessary and as directed by the authorized BHEL officials:

(i) Safety Helmets conforming to IS-2925: 1984. (ii) Safety Belts conforming to IS-3521: 1983.

(iii) Safety Shoes conforming to IS-1989: 1978

(iv) Eye and Face protection devices conforming to IS – 8520: 1977 and IS-8940: 1978 (v) Hand and body protection devices conforming to:

IS-2573: 1975

IS-6994: 1973

IS-8807: 1978

IS-8519: 1977

All tools, tackles, lifting appliances, material handling equipment scaffolds, cradles, safety nets, ladders, equipment's etc. used by the contractor shall be of safe design and construction. These shall be tested and certificate of fitness obtained before putting them to use and from time to time as instructed by authorized BHEL official who shall have the right to ban the use of any item.

All electrical equipment's, connections and wiring for constructions power, its distribution and use shall conform to the requirement of the Indian Electricity Act and Rules. Only electricians licensed by the appropriate statutory authority shall be employed by the contractor to carry out all types of electrical works. All electrical appliances including portable electric tools used by the contractor shall have safe plugging system to source of power and be appropriately earthed. The contractor shall not use any hand lamp energized by electric power with supply voltage of more than 24 volts. For work in confined space lighting shall be arranged with power sources of not more than 24 volts.

The Contractor shall adopt all fire safety measures as laid down in the "Code for fire Safety at Construction Sites" issued by the Safety Department of the Construction Management (HQ) of BHEL and as per directions of the authorized BHEL official. A copy of the above referred "Code of Fire Safety at the Construction Sites" shall be made available by BHEL to the contractor for reference, on demand by the contractor, during tendering stage itself.

Where it becomes necessary to provide and/or store petroleum Products, explosives, chemicals and liquid or gaseous fuel or any other substance that may cause fire or explosion, the contractor shall be responsible for carrying out such provisions and/or storage in accordance with the rules and regulations laid down in the relevant government acts, such as Petroleum Act, Explosives Act, Petroleum and Carbides of Calcium Manual of the Chief Controller of Explosives, Govt. of India. etc., prior approval to the authorized BHEL official at the site shall also be taken by the contractor in all such matters.

The contractor shall arrange at his cost (wherever not specified) appropriate illumination at all work spots for safe working when natural daylight may not be adequate for clear visibility.

The contractor shall be held responsible for any violation of statutory regulations local, state or central and BHEL instructions, that may endanger safety of men, equipment, material and environment in his scope of work or another contractor's or agencies. Cost of damages if any, to life and property arising out of such violation of statutory regulations and BHEL instructions shall be borne by the contractor.

In case of a fatal or disabling injury accident to any person at construction sites due to the lapses by the contractor, the victim and/or his/her dependents shall be compensated by the contractor as per statutory requirements. However, if considered necessary, BHEL shall have the right to impose appropriate financial penalty on the contractor and recover the same from payments due to the contractor for suitably compensating the victim and/or his/her dependents. Before imposing any such penalty, appropriate enquiry shall be held by BHEL giving opportunity to the contractor to present his case.

In case of any damage to property by the contractor, BHEL shall have the right to recover cost of such damages from payments from payments due to the contractor after holding an appropriate enquiry.

In case of any delay in the completion of a work due to mishaps attributable to lapses buy the contractor, BHEL shall have to recover cost of such delay from payments due to the contractor, after notifying suitably and giving him opportunity to present his case.

If the contractor fails to improve the standards of safety in its operation to the satisfaction of BHEL after being given a reasonable opportunity to do so; and/or if the contractor fails to take appropriate safety precautions or to provide necessary safety devices and equipment or to carry out instructions regarding safety issued by the authorized BHEL official, BHEL shall have the right to take corrective steps at the risk and cost of the contractor after giving a notice of not less than seven days indicating the steps that would be taken by BHEL.

The contractor shall submit report of all accidents, fires and property damage, dangerous occurrence to the authorized BHEL official immediately after such occurrence, but in any case not later than twelve hours of the occurrence. Such reports shall be furnished in the manner prescribed by BHEL. In addition, the contractor to the authorized BHEL official shall also submit periodic reports on safety from time to time as prescribed.

Before commencing the work, the contractor shall appoint/nominate a responsible officer to supervise implementation of all safety measures and liaison with his counterpart of BHEL.

If safety record of the contractor in execution of the awarded work is to the satisfaction of Safety Department of BHEL, issue of an appropriate certificate to recognize the safety performance of the contractor may be considered by BHEL after completion the work.

#### **B.2.2: HEALTH, SAFETY & ENVIRONMENTAL POLICY**

The Management is committed to be an environmentally sound company in its activities, products, services and to provide safe and healthy working environment covering its employees, products & services as an integral part of business performance through:

- Compliance with applicable Legislation and Regulation
- Setting objectives and targets to eliminate/control/minimize environmental pollution, risks due to Occupational Health and Safety Hazards.

- Promotion of activities for conservation of resources by environmental management with focus on oil, electrical energy and chemicals.
- Enhancement of Environmental, Safety and Occupational Health awareness amongst employees, customers, suppliers, contractors by proactive communication.
- Regular evaluation and pro-active measures for prevention & control of environmental pollution/accidents/occupational diseases.
- Appropriate training of employees and interested parties on Health, Safety & Environmental (HSE) aspects.
- Formulation and maintenance of HSE Management Programs for continual improvement.
- Periodic review & audit of HSE Management System to ensure its continuing suitability, adequacy and effectiveness
- Communication of HSE Policy to all employees and interested parties.
- Co-operation with concerned agencies/regulatory bodies engaged in HSE activities.

### **B.2.3: CONTRACTOR'S OBLIGATIONS**

Contractor shall deploy the required nos. of workmen and resources for execution of the work awarded to him and he or his authorized representative will be solely entitled to instruct such workers about the manner in which the awarded work is to be carried out as per the prescribed specifications and as directed by Engineer-in-charge. The contractor shall be fully responsible for the work awarded to him and fulfil following obligations.

Contractor shall depute his workmen and resources as per the details given in scope of work. The work shall be executed as per work instructions and to the satisfaction of Engineer-in-charge.

Contractor shall ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal records. Such employees should possess requisite skill, proficiency, experience etc. to carry out the work.

Contractor shall maintain appropriate records of his employees deployed to carry out the work.

**"The contractor shall issue Employment Card in Form No.XIV to each Worker engaged by him within 3 days of the employment of the Worker as prescribed under Rule No.76 of the Contract Labour (Regulation & Abolition) Central Rules, 1971. The Card shall be maintained up-to-date and any change in the particulars shall be entered therein".**

Contractor shall provide employment card/identity card with photograph duly verified and attested by the contractor to his employees deployed to execute the work. Contractor shall also indicate the name of the proprietary/partnership firm/company, place of work, contact number and duration of validity of the card etc. in such identity card.

Contractor will be fully responsible for the good conduct of his employees deployed to execute the work. In case of any misconduct/misbehaviour by any employee, the contractor will replace such employee(s) immediately.

Contractor will ensure that the work is executed through his employees on his rolls only and under no circumstances the contractor will deploy any casual employees to carry out the work; nor shall sub-contract the work without prior written permission from BHEL.

Contractor will keep watch on his employees and he will be liable for any pilferage /loss to BHEL due to Acts of omission and commission by his employees. Similarly, for any compensation to outsiders and his employees on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with contractor.

The contractor shall be responsible for enforcing all safety regulations as applicable inside the factory, while undertaking the work tendered. Notwithstanding that BHEL may provide consumables, cleaning and material handling equipment etc. wherever required, the contractor shall be responsible for issue and wearing of the safety equipment's/gadgets.

The contractor has to provide his workmen uniform distinct different from BHEL employees, mandatorily after commencement of contract. The uniform should have logo of the contractor's firm/company. The uniform shall be always ensured to be in neat, tidy and wearable condition.

In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees and his equipment, if any from the establishment of BHEL.

Contractor shall take necessary insurance policy for his workmen to cover workmen's compensation and accidental cover as may be applicable. Provided if the contractor has or proposes to obtain ESI registration prior to the commencement of the contract, this insurance policy will not be insisted upon.

The age of the contract workers deployed at BHEL EDN should be between 18 to 60 years.

The contractor shall maintain regular contact with the designated Engineer-in-charge of BHEL and will interact on matters relating to the work awarded under this contract.

In case the contractor does not carry out the contractual / statutory obligations or the services rendered by him are found to be unsatisfactory, BHEL shall bring the same to his notice and he will be obliged to discharge the obligations and rectify the deficiency / anomaly within a month's time and in continuation of such deficiencies/ failure to compliances limited to a maximum of 03 such notices from BHEL, failing which BHEL reserves the right to terminate the contract without assigning any reason what so ever. In such an event, no damages will be payable for short closure of the contract and the contractor shall be liable to pay BHEL for any loss or hardships it may suffer, such termination shall be for the contractor's default and any money including deposits or bills available with BHEL will be forfeited and any further claim on the contractor may be made by BHEL for recovery of any loss.

The decision of BHEL regarding interpretation of any terms and conditions set forth in this agreement shall be final and binding on the contractor.

Notwithstanding anything contained in this tender document, the contract may be terminated by BHEL without assigning any reason thereof by giving a notice of 30 days to the contractor.

***"Payment of Gratuity under The Payment of Gratuity Act, 1972 and Retrenchment Compensation under The Industrial Disputes Act, 1947, wherever applicable, shall be the sole responsibility of the Contractor".***

## **C.CONTRACT PERIOD AND PLACE OF WORK:**

### **C.1: Mobilization period:**

The work shall start within seven days of issue of LOA or as indicated in LOA whichever is earlier.

**C.2: Contract Period:**

**Twenty-four months from the date of award of contract.**

BHEL-EDN may extend the contract by 3 months at same Rate and Terms and Conditions based on mutual consent.

**C.3: Place of Work:**

**The work shall be carried out at BHEL-EDN, Bangalore and BHEL-ESD, Bangalore.**

**D.PAYMENT TERMS**

1. Payment will be made after completion of work on pro-rata basis based on actual Services provided as per BOQ after acceptance and certification of Area in charge (BHEL Executive). **Payment shall be made within 45 days for MSE bidder / 60 days for Medium Enterprises and 90 days for Non MSE bidder of submission of bill complete in all respect.**
2. The Contractor shall submit the bill within a week after the end of each month / after completion of work in triplicate copies detailing the various items of work done during the month supported by the requisitions issued from time to time along with any other relevant document which is required from time to time as per BHEL requirement.
3. The Contractor shall, once in every month, submit to the respective area HOD separately details of their claims for the work done by them up to and including the previous. He should in addition furnish a clear certificate to the effect that the claims submitted by him as aforesaid cover all his claims and that no further claims shall be raised by him in respect of the work done up to and including the period under report. Payment will be at the sole discretion of BHEL.
4. The proof of execution of work should be submitted along with each bill (printed form with covering letter and proof for execution of work.
5. If the Contractor is not registered for any statutory obligation and not liable thereto, then a declaration shall be submitted along with offer that they are within the threshold limit.
6. No advance will be paid for operational or any other expenses.
7. Goods and Services tax will be payable extra by BHEL at prevailing rates and corresponding TDS will be made as per Government norms.
8. All payments to be made to the Contractor shall be done only through NEFT (National Electronic Fund Transfer / RTGS (Real Time Gross Settlement). No other forms or mode of payment is made by BHEL If there is any delay in making payment, no interest will be paid.

**E. PRICE VARIATION CLAUSE:**

The monthly Rental charges and Per Km Rate will change as per following formula:

1. **[Revised Monthly Rental charge (₹)]** = [Awarded Monthly Rental charge (₹) + (0.07\*300\*(Change in Average fuel cost in (₹) w.r.t fuel cost as on date of technical bid opening)]
2. **[Revised Per KM Rate (₹)]** = [Awarded Per KM Rate (₹) + (0.07\*(Change in Average fuel cost in (₹) w.r.t fuel cost as on date of technical bid opening)]

Note:

1. Revision of Monthly Rental charge and Per KM rate shall be done on 1st day of every month based on change in Average Fuel cost during previous month (As per price declared by IOCL's retail outlet at Bengaluru).
2. The revised Monthly Rental charge and Per KM rate declared on 1st day of every month shall remain firm during the entire month.
3. The revision of Monthly Rental charge on 1st day of every month will be done only when change in Average fuel cost during previous month is more than ₹1.

**F. LIQUIDATED DAMAGES (LD)/PENALTY:****1. LIQUIDATED DAMAGES (LD):**

If the contractor fails to start the work within the initial mobilization period (7 days) fixed in the tender as indicated in Work Order or at any time repudiates the contract then BHEL, without prejudice to any other right or remedy available to it under the contract, may at its discretion shall have right to

a. Recover from the contractor, liquidated damages and not by way of penalty, a sum of 0.5% (Half percentage) of total value of the contract (excluding taxes) per day of delay in mobilization beyond initial mobilization period of 7 days, subject to a maximum of 15 days. In such a case, BHEL may also terminate the contract and forfeit security deposit if delay extends beyond 15 days.

**2. PENALTY:**

Notwithstanding any other remedies provided elsewhere in this contract, or under laws and regulations applicable, BHEL may impose such penalties on the contractor as follows:

- a) For non-supply of Ambulance on any day or for not providing alternate arrangement as stipulated in clause 5 on any day: (i) Penalty equal to actual cost incurred by BHEL in hiring alternate ambulance plus Rs.500/= or (ii) Penalty equal to monthly rate/30 x 1.5 times (if ambulance is not hired) shall be imposed and deducted from the running bills.
- b) After resuming duty, if a contractor does not ply the rest of the day or driver remain absent or driver refuses to attend duty for any reason, penalty will be imposed which will be equal to Monthly rate/30 x 1.5 times.
- c) In the event of breakdown or taking out ambulance for service/repair etc., alternate ambulance shall be made available by the contractor immediately at his own cost failing which penalty as at (a) above shall be imposed.
- d) While on duty, if the driver of the Ambulance is found to be indulging in any case of disobedience/misbehaviour/malpractice/fraud or any act of misdemeanour, a penalty amounting to Rs.500/= will be imposed on the concerned contractor and the contractor shall not engage such driver any more for that purpose.

The levy of the penalty as above may be at the discretion of BHEL and it could be levied for as many instances together and if it is found that the contractor has defaulted more than 3 occasions during the tenure of the contract BHEL may at its discretion terminate the contract and forfeit Security Deposit.

The penalty, if imposed shall be recovered from the running account bill. Once the penalty is imposed and amount deducted towards penalty, will neither be refunded nor the contractor shall make any claim.

### **3. MAXIMUM VALUE OF LD/ PENALTY:**

- a) The total recoveries under aforesaid clauses shall be limited to maximum 10% of the contract value.
- b) In case of any change of order value, LD / PENALTY shall be subject to a maximum of 10% of the revised order value.
- c) The decision of BHEL on the question whether the contractor(s) have committed such default or have failed to perform any such service efficiently and are liable to pay compensation and as to quantum of such compensation shall be final and binding on the contractor(s).

### **G. TERMS & CONDITIONS FOR EXECUTION OF THE CONTRACT:**

1. The contractor should bring their manpower to BHEL premises at his/her own cost, risk and execute the work allotted to him inside BHEL premises.
2. The contractor should follow and comply with Minimum wages, ESI, PF, Bonus, Group Insurance and other statutory regulations as stipulated in Factories Act and other applicable State/Central Governments' rules and regulations.
3. Attendance register should be maintained by the contractor and should be duly signed by contractor's manpower.
4. All safety equipment's are to be arranged for the workmen and safety rules & regulations are to be followed as per BHEL's Safety Rules and Regulations.
5. The contractor or his/her crew should handle the machinery and other equipment's entrusted to them by BHEL with utmost care and return them safely after execution of stipulated work. The cost of damage, repair due to improper handling of machinery and equipment will be recovered from the contractor.
6. Contractor shall supervise the work carried out by his/her employees.
7. Contractor shall ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc.
8. Contractor shall maintain appropriate records of his/her employees deployed along with their attendance to carry out the job(s).
9. Contractor will be responsible for the good conduct of his/her employees. In case of any misconduct/misbehaviour by any employee, the contractor will replace such employee(s) immediately.
10. Contractor will ensure that the job is executed through his/her employees on and under no circumstances, the contractor will not deploy any casual employee to carry out the job nor shall subcontract the job without prior written permission.
11. Contractor shall be solely responsible for non-payment, delayed payment of minimum contributions under EPF & MP Act, ESI Act, Bonus, etc.
12. In case, the contractor fails to make payment of wages to his/her employees or remittance of contribution to the concerned authorities, the security deposit, other dues/running bills under the contract can be utilized by BHEL to discharge the liability of the contractor.
13. Contractor shall observe provisions of the Factories Act, 1948 in respect of working hours, holidays, rest intervals, leave and overtime to his/her employee. No work shall be done on second/third shift, overtime, Sundays or on other declared holidays without written permission.

14. The contractor should maintain a 'Work Diary containing the details of work executed by him from time to time on Shift/Daily basis and obtain the signature from official concerned nominated for this/her purpose for having executed the work correctly and satisfactorily.
15. Necessary gate entry pass will be issued by BHEL Security department for Contract Workmen based on your application duly forwarded by the Contract Executing Department and approved by HR/Welfare/Contract Cell on fulfilment of the Statutory Obligation by the Contractor.
16. In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his/her employees from the establishment of BHEL. In case, contractor decides to terminate services of his/her employees, he should settle all terminal dues including retrenchment compensation.
17. BHEL reserves the right to cancel/short close and terminate the contract at any point of time after giving intimation to the vendor.
18. BHEL will have nothing to do or be concerned with the employment of employees working for the contractor. The relationship between BHEL and the contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or on employer-employee relationship. Supervision of work shall be done by the contractor / his authorized Supervisor exclusive for this work only.
19. National & festival holidays (i.e. 12 days per year) is paid holidays & Earned leave of 15 days per year for all employees engaged for this contract shall be paid as per Minimum wage.

**PART-I (TECHNO COMMERCIAL BID)****ANNEXURE-IC****GENERAL TERMS & CONDITIONS OF CONTRACT****1. DEFINITION**

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

- a) The "Contract" means, the documents forming the tender and acceptance thereof, together with all the documents referred to therein including general and special conditions to contract. All these documents as applicable taken together shall be deemed to form one contract and shall be complementary to one another.
- b) The "Work" means, the work described in the tender documents in individual work orders as may be issued from time to time to the contractor by the Officer-In charge within the power conferred upon him including all notified or additional items of works and obligations to be carried out as required for the performance of contract.
- c) The "contractor" means, the individual Firm or Company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the persons composing the firm or Company or the successors of the firm or company and the permitted assigns of such individual or firm or Company.
- d) "The Officer-In charge" means, the Officer deputed by the BHEL to supervise the work or part of the work.
- e) "Approved" and "Directed" means, the approval or direction of the respective area **HOD** or person deputed by him for the particular purposes.
- f) "BHARAT HEAVY ELECTRICALS LIMITED" (hereinafter referred to as BHEL) shall mean the Board of Directors, Chairman, Executive Director, General Manager or, other Administrative Officer of the said Company including **AGM / CCD** authorised to invite tenders and enter into contract for works on behalf of the Company.
- g) The "Contract sum" means, the sum accepted or the sum calculated in accordance with the prices accepted in tender and / or the contract rates as payable to the contractor for the execution of the work during the currency of the contract.
- h) A "week" means, Seven Days, without regard to the number of hours worked or not worked in any day in that week.
- i) A "day" means, the day of 24 hours (TWENTY-FOUR) irrespective of the number of hours worked or not worked in that day.

**2. HEADING TO THE CONTRACT**

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

**3. DEVIATIONS**

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

**4. WORKS TO BE CARRIED OUT**

The Contract shall include all labour materials, tools, plant, equipment and transport which may be required for the execution of the work.

The Contractor will be deemed to have satisfied himself as to the nature of the site, local facilities of access and all matters affecting the execution of the work. No. extra charges consequent on any misunderstanding in these respects or otherwise will be allowed.

**5. ASSIGNMENT OF TRANSFER OF CONTRACT**

The Contractor shall not, assign or transfer the contract or any part thereof, or any share, or interest thereon to any other persons.

**6. SUB CONTRACT**

The Contractor shall not sublet any portion of the contract.

**7. COMPLIANCE TO REGULATIONS AND BYE -LAWS**

The Contractor shall confirm to the provisions of any statute relating to the work and regulations and Bye- laws of any local authority. The Contractor shall be bound to give all notices required by statutory regulations or by-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

**8. SECURITY DEPOSIT (SD):****Security Deposit (SD):**

The contractor whose tender has been accepted shall, within seven days of receipt of the notification of acceptance of his tender **or before start of work (whichever is earlier)**, deposit Security deposit @ 5 % of Contract value.

EMD of the successful tenderer shall be converted and adjusted towards the required amount of **Security deposit (SD)**:

**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 Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)

**General Terms related to SD:**

The security Deposit will not carry any interest.

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

BHEL, shall not be responsible for any loss of securities due to liquidation or any other reason whatsoever or any depreciation in the value of the Securities while in their charge or for any loss of interest thereon. NOTE: Acceptance of Security Deposit against Sl. No. (iii),(iv) and (v) above will be subject to hypothecation or endorsement on the documents (Signature of the Branch Manager must be present ) in 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.

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, from the interest arising there from or from any sums which may be due or may become due to the contractor payable by BHEL, on any account whatsoever against this contract of 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.

**The claim period for Bank Guarantee shall be kept three months after the contract end date. Security Deposit has to be deposited within seven days of issue of LOA / WO or date indicated in LOA whichever is later.**

***“Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (SBI rate +4%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered from the bills along with the interest”***

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

1. Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration No (GSTIN) which should be clearly mentioned in the offer. If the dealer is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer. Dealers under composition scheme should declare that he is a composition dealer supported by the screen shot taken from GST portal. The dealer has to submit necessary documents if there is any change in status under GST.
2. Supplier shall mention their GSTIN in all their invoices (incl. credit Notes, Debit Notes) and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No. which is linked/uploaded in GSTN network shall be clearly indicated), Billed to party (with GSTIN) & Shipped to party details, item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, Place of Supply etc.
3. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
4. Invoices will be processed only upon completion of statutory requirement and further subject to following:
  - a) Vendor declaring such invoice in Form GST ANX-1
  - b) Receipt of Goods or Services and Tax invoice by BHEL
5. As the continuous uploading of tax invoices in GSTN portal (in GST ANX-1) is available for all (i.e. both Small & Large) tax payers under proposed new GST Return System, all invoices raised on BHEL may be uploaded immediately in GST portal on dispatch of material /rendering of services. The supplier shall ensure availability of Invoice in GST portal before submission of invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's GST ANX-2).
6. In case of discrepancy in the data uploaded by the supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month informed by BHEL.
7. In cases where invoice details have been uploaded by the vendor but failed to remit the GST amount to GST Department (Form PMT-08 or Form GST RET-01 to be submitted) within stipulated time, then GST paid on the invoices pertaining to the month for which GST return not filed by the vendor will be recovered from the vendor

along with the applicable interest (currently 24% p.a) and all subsequent bills of the vendor will not be processed till filing of the GST return by the vendor

8. In case GST credit is denied to BHEL due to non-receipt or delayed receipt of goods and/ or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount claimed in the invoice shall be disallowed to the vendor.
9. Where any GST liability arising on BHEL under Reverse Charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the vendor.
10. Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contracts. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Tax Invoice will be issued by BHEL indicating the respective supply invoice number.
11. GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 – Central Tax dated 13.09.2018. GST TDS certificate which will be generated in GST portal subsequent to vendor accepting the TDS deduction in the GST portal, will be issued to the vendor.

#### **10. ORDERS UNDER THE CONTRACT**

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

#### **11. CONTRACTOR'S SUPERVISION**

1. The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to BHEL Officials.
2. Orders given to the Contractor's agent shall be considered to have the same force as if they have been given to the Contractor himself.
3. The Contractor or his accredited agent shall attend when required without making any claim for doing so to the OFFICER-INCHARGE, to receive instructions.
4. The respective area HOD shall have full powers and without assigning any reason, requires the Contractor to immediately cease to employ in connection with this contract, any agent, servant or employee where continued employment is, in his opinion undesirable. The Contractor shall not be allowed any compensation on this account.

#### **12. PAYMENT TO EMPLOYEES ENGAGED BY CONTRACTOR**

1. The Contractor shall remain liable for the payment of all wages and other payments in connection with the employees engaged by him and with regard to the work.
2. The Contractor shall comply with the applicable provisions of Payment of Wages Act-1936, Minimum Wages Act-1948, Employees' Liability Act-1938, Employees' Compensation Act-1923, Payment of Bonus, EPF and Miscellaneous Provisions Act-1952, Employees' State Insurance Act-1948 and other relevant Acts and rules framed, there under from time to time.

3. Contractor shall be responsible for making payment of wages within 7 days from the last day of wage period and shall obtain the signature at the end of entries in the wage register from area in-charge of contract operating department.
4. Contractor should ensure that at least the prevailing minimum wages, as per the rules of **State/Central Minimum wage**, which are applicable are paid to his employees only in their respective nationalized bank accounts by means of NEFT/ RTGS/ IMPS.
5. The contractor should remit the salary/wages of their workmen only through nationalized Bank, directly to the salary/savings account of the employee concerned. Monthly clearance will be given in respect of those contractors, only if the salary/wages to the workmen concerned has been remitted in the nationalized bank account of the workmen. The relevant Bank statement/proof for Bank payment should be produced along with PF and ESI challans every month.
6. No other mode of payment (hand payment / account transfer other than salary or any other) is acceptable as salary.
7. The contractor should pay the previous month salary in full to their employees before 7<sup>th</sup> of every month and will not adjust with any advance/ loan /training cost / accommodation cost / repayment due by the employee.
8. If the Contractor employs more than twenty employees, he has to obtain License to this effect from the Factory Inspectorate and renew the same periodically.
9. The Contractor should follow and comply with Minimum Wages, ESI, PF, Bonus, Group Insurance and other statutory regulations as stipulated in Factories Act and other applicable State / Central Governments' rules & regulations.
10. Each contract employees must have his own PF and ESI Codes and comply with the relevant Acts.
11. **"The contractor shall issue Employment Card in Form No.XIV to each Worker engaged by him within 3 days of the employment of the Worker as prescribed under Rule No.76 of the Contract Labour (Regulation & Abolition) Central Rules, 1971. The Card shall be maintained up-to-date and any change in the particulars shall be entered therein".**
12. ***"Payment of Gratuity under The Payment of Gratuity Act, 1972 and Retrenchment Compensation under The Industrial Disputes Act, 1947, wherever applicable, shall be the sole responsibility of the Contractor".***

### **13 PRECAUTIONS AGAINST RISK**

The Contractor shall be responsible for providing at his own expense for all precautions to prevent loss or damage from any and all risks and to minimize the amount of any such loss or damage and for the necessary steps to be taken for the said purpose.

### **14 DAMAGE / LOSS TO PROPERTY & INJURY TO WORKMEN**

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

**15 LAWS GOVERNING THE CONTRACT**

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

**16. CANCELLATION OF CONTRACT FOR CORRUPT ACTS**

BHEL, whose decision shall be final and conclusive, shall without prejudice to any other right or remedy which shall have accrued, shall accrue thereafter to BHEL cancel the contract in any of the following cases and the Contractor shall be liable to make payment to BHEL for any loss or damage resulting from any such cancellation to the same extent as provided in the case of cancellation for default.

If the Contractor shall:

- a) Offer or give or agree to give to any person in BHEL service any gift or consideration of any kind, as an inducement or reward for doing or for bearing to do or for having done or for having borne to do any act, in relation to the obtaining or execution of this or any other contract for BHEL service,  
OR
- b) enter into a contract or understanding with any person in BHEL in connection with which commission has been paid or agreed to be paid by him or with his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to BHEL,  
OR
- c) To obtain' a contract with BHEL as a result of ring tendering or by non-bonafide methods of competitive tendering, without first disclosing the fact in writing to BHEL.

**17. CANCELLATION OF CONTRACT FOR INSOLVANCY ASSIGNMENT OR SUBLETTING OF CONTRACT**

BHEL, without prejudice to any other right or remedy, which shall have accrued or shall accrue thereafter to BHEL, shall cancel the contract in any of the following cases:

If the Contractor,

- a) Being an individual or if a firm any partner thereof shall at any time be adjudged bankrupt or have a receiving order for administration of his estate, made against him or shall take any proceedings for liquidation or composition under any bankruptcy Act or assignment of his effects of composition or arrangement for the benefit of his creditors or purport to do so, or if any application made under any Bankruptcy Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him on behalf of his creditors.  
OR
- b) Being a Company, shall pass a resolution or Court shall make an order for the liquidation of its assets, or a receiver or Manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or Manager.  
OR
- c) Assigns, Transfers, Sublets or attempts to assign, transfer or sublet any portion of the work.
- d) Whenever BHEL exercises the authority to cancel the contract under these conditions, BHEL may have the work done by any means at the Contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by the respective area **HOD**) being less than the contract cost, the advantage shall accrue to BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by the respective area **HOD** or the same shall be recovered from the Contractor by other means.
- e) In case BHEL carries out the work under the provisions of this condition, the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plants and / or labour provided by BHEL with an addition of such percentage

to cover superintendence and establishment charges as may be decided by the respective area **HOD** whose decision shall be final and conclusive.

- f) Labour engaged by the contractor should be disciplined & exhibit good behaviour in dealing with employees of BHEL. Any misbehaviour or undesirable conduct of any person engaged by the contractor is reported, contractor shall change that person immediately or else it may even lead to termination of the contract & in such case security deposit will be forfeited as penalty.

## **18. CANCELLATION OF CONTRACT IN PART OR FULL ON CONTRACTOR'S DEFAULT**

If the contractor:

- a) makes default in carrying out the work as directed and continues in that state after a reasonable notice from the respective area **HOD** or his authorized representative:
- b) fails to comply with any of the terms & conditions of the contract or failure to comply orders after reasonable notice in writing with orders properly issued thereunder:

BHEL may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the contract as whole or in part thereof or only such work order or items of work in default from the contract. Whenever BHEL exercises the authority to cancel the contract as a whole or part under this condition, BHEL may complete the work at the contractor's risk and cost (as certified by the respective area **HOD** which is final and conclusive) being less than the contract cost, the advantage shall accrue to BHEL. If the cost exceeds the money due to the Contractor under this contract, the Contractor shall either pay the excess amount ordered by the respective area **HOD** or the same shall be recovered from the Contractor by other means. In case BHEL carries out the work or any part thereof under the provisions of the conditions the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or labour provided by BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the respective area **HOD** whose decision shall be final and conclusive.

## **19. TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR**

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

## **20. SPECIAL POWER TO TERMINATION**

If at any time after the award of contract, BHEL shall for any reason whatsoever not require whole or any part of the work to be carried out the respective area **HOD** shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the foreclosing of the work.

## **21. RECOVERY FROM CONTRACTOR**

Whenever under the contract, any sum of money, shall be recoverable from or payable by the Contractor, the same may be deducted from or any sum then due or which at any time thereafter may become due to Contractor under the contract or under any other contract with BHEL or from his Security Deposit unless the contractor pays the claim on demand.

## **22. POST TECHNICAL AUDIT OF WORK AND BILLS**

BHEL reserves the right to carry out the post-payment Audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc., and enforce recovery of any sum becoming due as a result thereof in the manner provided in the presiding sub- paragraphs. However, no such recovery shall be enforced after three years of passing the final bill.

**23. REFUND OF SECURITY DEPOSIT**

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

**24. FORCE MAJEURE CLAUSE**

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

**25. ARBITRATION**

Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the **BHEL-EDN, Bengaluru**.

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

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

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

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

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

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred by either Party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India incharge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the Parties to the dispute, provided, however, any Party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India.

Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the Parties hereto finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

**26. JURISDICTION:**

In case of any suit or other legal proceedings arising under or relating to this Contract, the courts at **Bengaluru, Karnataka** only shall have the Jurisdiction and is only after exhausting the, Arbitration, Clause 25.

**27. SECRACY OF CONFIDENTIAL INFORMATION:**

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

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

**28.SIGNING OF CONTRACT**

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

**29. FRAUD PREVENTION POLICY**

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

Fraud Prevention policy and List of Nodal Officers shall be hosted on BHEL website, vendor portals of Units / Regions intranet.

**30. SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS / CONTRACTORS:**

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

**31. 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 contract is at least 10% of the contract value, the same shall be encashed. In case the value of the security instruments available is less than 10% of the contract value, the balance amount shall be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, etc. with BHEL) or legal remedies shall be pursued. The balance scope of work 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.

### **32. NOTICES OF ACCIDENTS**

In the event of an accident the Contractor shall be required to fill injury report and submit to the Engineer in charge immediately and ensure compliance of ESI / Workmen's Compensation of accident as per the Act. The Contractor shall get the Contract personnel engaged by him insured under workmen's compensation policy from any Insurance company in India before actually starting the work. The Insurance Coverage should be for the entire period of Contract. The Contractor shall comply with the provisions of the Workmen's Compensation Act 1923. (This should be read in connection with the provisions of ESI Act.)

### **33. DAMAGE / LOSS TO PROPERTY & INJURY TO WORKMEN**

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

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

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

### **34. PREFERENCE TO MAKE IN INDIA**

"For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if it is issued after this NIT but before finalization of contract / PO / WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and / or local content in respect of this procurement, same shall be applicable.

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

- 1. MSE suppliers can avail the intended benefits only if they submit along with the offer, self-attested copies of valid UAM along with CA Certificate (As per Annexure-B of tender document) issued for latest financial year ending on **31st March 2023** or later / Valid EM-II with deemed validity of five years from the date of issue of EM-II as on date of technical bid opening / EM-II along with latest CA certificate (As per Annexure B of tender document ) issued for latest financial year ending on **31st March 2023** or later where deemed validity of five

years is expired / Valid NSIC Registration Certificate as on date of technical bid opening / Valid Registration to any other body as specified by ministry of MSME.

**2. Definitions of MSEs owned by Women is under:**

- 2.1 In case of proprietorship firm, proprietor must be woman.
- 2.2 In case of partnership firm, the women partners must be holding at least 51% shares in the unit.
- 2.3 In case of private limited companies, at least 51% share must be held by women promoters.

**3. Definitions of MSEs owned by SC/ST is under:**

- 3.1 In case of proprietorship firm, proprietor must be SC/ST.
- 3.2 In case of partnership firm, the SC/ST partners must be holding at least 51% shares in the unit.
- 3.3 In case of private limited companies, at least 51% share must be held by SC/ST promoters.
- 4. Authorized Offices to Issue SC/ST certificate. The caste/Tribe/Community certificate issued by the following authorities in the prescribed form for SCs/STs can be considered.
- 2.2 In case of partnership firm, the women partners must be holding at least 51% shares in the unit.
- 2.3 In case of private limited companies, at least 51% share must be held by women promoters.

**3. Definitions of MSEs owned by SC/ST is under:**

- 3.1 In case of proprietorship firm, proprietor must be SC/ST.
- 3.2 In case of partnership firm, the SC/ST partners must be holding at least 51% shares in the unit.
- 3.3 In case of private limited companies, at least 51% share must be held by SC/ST promoters.
- 4. *Authorized Offices to Issue SC/ST certificate. The caste/Tribe/Community certificate issued by the following authorities in the prescribed form for SCs/STs can be considered.*
- 4.1 District Magistrate / Additional District Magistrate / Collector / Deputy commissioner / Additional Deputy commissioner / Deputy collector/ 1st class stipendiary magistrate/ Sub divisional Magistrate/ Taluka Magistrate/ Executive magistrate/ Extra Assistant commissioner.
- 4.2 Chief Presidency magistrate/ Additional chief presidency magistrate/ Presidency magistrate.
- 4.3 Revenue Officer not below the rank of tahsildar.
- 4.4 Sub-Divisional officer of the area where the individual and/ or his family normally resides.
- 4.5 To avail the benefits of MSE under SC/ST category, the related documents as stated above should be submitted along with tender documents.

- 5. If the rate (s) quoted by non-MSE vendor is Lowest, participating MSE quoting price within price band of L1+15% shall be counter-offered L1 rate(s).
- a) If the MSE vendor(s) accepts the counter-offered L1 rate(s), then the MSE bidder whose offer rate(s) is lowest will be ranked L1.
- b) If no MSE bidder quoting price within price band of L1+15% accepts the counter offered rate(s), NON MSE bidder will ranked L1.
- 6. In case splitting is proposed in tender, minimum **25 %** or minimum value proposed for a vendor (whichever is higher) will be awarded to MSE. In case no splitting is proposed in tender, 100 % work will be awarded to MSE bidder after acceptance of L1 rate by MSE bidder.

**Non Submission of such documents along with the offer or during technical evaluation will lead to consideration of their bids at par with other bidders and no benefits shall be applicable for this enquiry though the bidder is MSE.**

**PART-I (TECHNO COMMERCIAL BID)****ANNEXURE-ID****SPECIAL TERMS & CONDITIONS OF CONTRACT****1. PARTICIPATION.**

The Parties who have been suspended or black listed or issued with "Show Cause Notice" by BHEL, EDN Bengaluru or any other BHEL Unit will not be allowed to participate in the Tender.

Other than the bidder, none of its group concerns or affiliates etc. shall participate in the tender either directly or indirectly through any other agency under same proprietor / common director(s) / common partner(s). The bidder should declare the same in the Tender. Even during the course of evaluation / finalization of Tender if it is found that some of the parties are not fulfilling the above clauses, BHEL will not consider them for further participation in the Tender.

**2. EVALUATION CRITERIA:**

a. Technical Bids of tenderers will be evaluated for the Pre-Qualification/Technical Eligibility Criteria on the basis of supporting documents and track record of the bidder.

b. Price Bids of only those tenderers who are found to meet the Pre-Qualification/Technical Eligibility Criteria will be opened. Price Bids will be opened with prior information to the eligible bidders to facilitate the presence of the bidders or their authorized representatives to witness the Price Bid opening.

**3. CRITERIA FOR AWARD OF WORK:**

1. The evaluation of offer for award of work shall be on the basis of "Total Cost to BHEL/ **Net Cash outflow to BHEL after taking into account applicable Taxes and Duties.**

2. **The work will be awarded on Package Wise L1 basis.**

3. In case there are more than one L1 bidders, BHEL will invite fresh revised price bids from all such L1 bidders & ranking will be decided based on these revised bids. The new rates quoted should be lower than their previous L1 rates. In case if the revised bids submitted by L1 bidders is also same and none of the bidders are ready for further reduction in their rates, then L1 bidder will be selected based on draw of lots.

4. The quantity mentioned in BOQ / Price bid is tentative. BHEL reserves the right to increase or decrease the quantity during award of work or issue work order in phase manner as per requirement of BHEL.

**4. METHOD OF EVALUATION OF PRICES****Priority / Ranking**

1. Net cash outflow to BHEL including all charges, incidentals etc., inclusive of Goods & Service tax.

**5. RATE FINALIZATION**

1. Lowest prices received against BHEL Tender need not be the acceptable to BHEL and in that case BHEL would not consider the same for award of Contract. BHEL would negotiate or re-float the Tender opened if L1 price is not the lowest acceptable price to BHEL inter-alia other reasons.

2. Tenderers are requested to give their best prices at the first instant itself.

3. In the event of the final L1 prices are not reasonable / acceptable to BHEL, BHEL may resort to short closure of this Tender.

## ANNEXURES

### PART-I (No Deviation certificate)

#### ANNEXURE-A

**Note: The following Declaration to be typed on the contractor's Letter Head, duly signed & stamped and to be attached along with your Technical bid of the tender.**

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I/ We, M/s. ....have read and clearly understood all the Terms and conditions in Tender Schedule of “**SERVICE CONTRACT FOR PROVIDING AMBULANCE SERVICES ON MONTHLY BASIS FOR BHEL-EDN, BENGALURU AND BHEL-ESD, BENGALURU FOR TWO YEARS DURING 2024-26.**” Tender Ref No: BHEL-EDN/ CCD/AMBULANCE SERVICES/ GeM-15/24-25 / 31.07.2024 and accordingly we accept the same without any deviation what so ever.

- I/ We unconditionally agree to all the tender conditions and no new conditions are imposed by us in the technical / price bid. I understand in the event of imposing any condition in the technical / price bid, such condition would be ignored by BHEL and only the prices will be considered for the purpose of evaluation”
- I/ We confirm that none of our group concern or affiliates etc., appears on the list of banned firms / companies by BHEL (list available on [www.bhel.com](http://www.bhel.com)) nor any of the Director / Partner / proprietor of bidder / such group concern or affiliate etc. are involved with such company.
- I/ We also declare that, we have not been suspended or black listed or issued with Show Cause Notice by BHEL-Electronics Division, Bengaluru or any other BHEL Unit or any PSU/ Government organization.
- I/ We confirm that other than us, none of our group concerns or affiliates etc. are participating in the tender either directly or indirectly through any other agency under same proprietor / common director(s) / common partner(s).
- I/ We confirm that if any of the above statement / information furnished by us in this tender is found to be false/ fake at any stage of tender evaluation or during execution of contract, BHEL will have the right to initiate appropriate action including legal proceeds / termination of contract, recovery of damages, penalties etc. as deemed fit.

(Contractor Signature with Seal)

**ANNEXURE-B****PART-I (Declaration)**

**Note: The following Declaration to be typed on the contractor's Letter Head, duly signed & stamped and to be attached along with your Technical bid of the tender.**

**Name of Works: SERVICE CONTRACT FOR PROVIDING AMBULANCE SERVICES ON MONTHLY BASIS FOR BHEL-EDN, BENGALURU AND BHEL-ESD, BENGALURU FOR TWO YEARS DURING 2024-26.**

**Tender Ref No: BHEL-EDN/ CCD/AMBULANCE SERVICES/ GeM-15/24-25 /31.07.2024**

**DECLARATION**

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

1. We do hereby confirm that we will pay (i) at least the minimum wages (minimum basic wages + minimum DA) to all the persons engaged (Un Skilled / Semi Skilled / Skilled /Supervisor category) by us in the above contract as per the Karnataka Government Minimum Wages & also as per any revisions made by the State Govt. from time to time and (ii) Additional Wages as per HR / BHEL circular ref: BHE: HR: W: EW dt 08.04.2014 and (iii) Bonus as per the Bonus Act-1965 along with Wage.
2. We will also pay ESI, PF (both Employer and Employee contributions) & Bonus amounts for total wages to be paid as mentioned in (i) & (ii) of point 1 and challans/ payment proof shall be produced along with invoices for all the respective persons engaged in the above contract.
3. The rates quoted against service charge in this tender will remain firm throughout the entire Contract period and no extra payment against service charges will be claimed from BHEL under any circumstances from our end.
4. We, the contractor, will disburse the salary/wages to all the persons engaged in the contract ONLY through nationalized banking channel in their respective accounts & the relevant Bank statement / proof for Bank payment will also be produced along with PF and ESI challans to the Welfare Section every month for processing our invoices for payment.
5. We will pay the previous month salary in full to our employees before 7<sup>th</sup> of every month and will not adjust with any advance/ loan /training cost / accommodation cost / repayment due by the employee to us.
6. All the payments to the persons engaged in the contract will be paid only through nationalized bank. No other mode of payment (hand payment / account transfer as advance payment or any other) is acceptable as salary.
7. In case we fail to pay the minimum wages to all the persons engaged in the contract which includes Minimum wages and Additional wages with ESI and PF (both Employee and Employer contributions) for every month including Bonus, BHEL has the right to recover from the outstanding payments to us either under this Contract or in any other Contract(s) or from Security Deposit or from both. In case this amount is insufficient for such recoveries, we shall make good the balance amount by actual payment. In addition, BHEL- Electronics Division, Bengaluru may recover the said amounts through other running contracts from BHEL's sister units.
8. We will obtain and submit Labour License (As applicable), PF and ESI Registration within 30 days from award of work.

(Contractor Signature with Seal)

**ANNEXURE-C****A.EMD / SD PAYMENT WIDE SBI-E COLLECT**

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

**STEP BY STEP PROCEDURE TO REMIT EMD / SD AGAINST TENDER NOTIFICATION:**

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

1. Select State Bank Collect available on the top (pre login page)
2. Accept the terms and conditions and click "PROCEED"
3. Select State of Corporation / Institution as "KARNATAKA "
4. Type of Corporate / Institution as "PSU-Public Sector undertaking "
4. Select PSU-Public Sector Undertaking Name as "BHARAT HEAVY ELECTRICALS LIMITED" and click "SUBMIT "
5. In the next page, Select Payment Category as "OTHERS" and  
Sub Category as "EMD / SECURITY DEPOSIT" (As applicable), fill details correctly & click "SUBMIT".
6. If all details entered are correctly populated, click "CONFIRM "to proceed.
7. Make payment as per your convenience. (Options available are payment of fees through SBI Net Banking, State Bank ATM cum Debit Cards / Other Bank Debit / Credit Cards and through SBI Branches).
8. SAVE & Keep the copy of receipt for future reference.

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

(PLEASE CHECK THE STATUS BEFORE MAKING PAYMENT SECOND TIME)

1. Login to [www.onlinesbi.com](http://www.onlinesbi.com)
2. Select State Bank Collect available on the top (pre login page)
3. Accept the terms and conditions and click "PROCEED"
4. Select "PAYMENT HISTORY "option available on the left side of screen.
5. Using two options as mentioned below, you can get the receipt:
  - a. Type the same Date of Birth, Mobile Number which you have entered at the time of making payment through SB collect. Select the date range and submit.
  - b. If you know the payment reference number, then enter the Reference number (DU...) along with anyone information (Date of Birth / Mobile number, which you have entered at the time of making payment). Select the date range and submit.
6. In the next page, take print out of receipt.

**A.1: EMD / SD amount may be remitted through NEFT/ RTGS to BHEL account as per following detail:**

Name of Bank: State Bank of India  
Branch: Chandra Layout Branch, Bangalore 40  
IFSC code: SBIN0004051  
Account Number: 31467498356  
Account type: Current Account

**Annexure – D****ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS TRANSFER**

To THE PURCHASE/CONTRACT EXECUTING AGENCY/BHEL

1	NAME & ADDRESS OF THE SUPPLIER / SUBCONTRACTOR	
2	VENDOR CODE assigned by BHEL	
	<b><u>Details of Bank Account:</u></b>	
3	NAME & ADDRESS OF THE BANK	
4	NAME OF THE BRANCH	
5	BRANCH CODE	
6	MICR CODE	
7	ACCOUNT NUMBER	
8	TYPE OF ACCOUNT	CURRENT A/C / OD / CASH CREDIT
9	BENEFICIERY'S NAME	
10	IFSC CODE OF THE BRANCH	
11	EMAIL ID	
12	TELEPHONE/MOBILE NO.	

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

AUTHORISED SIGNATORY WITH NAME SEAL

**Banker's Certification**

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

PLACE: (Manager / Officer's)

DATE: Signature Under Bank stamp and Name Seal with Membership No.  
(Telephone / Mobile No. \_\_\_\_\_)

Forwarded to Accounts Dept. We confirm the above details are verified with the records available with us.

Signature of the BHEL Executive with Name Seal (Operating the Contract/Services)

**ANNEXURE-E****Certificate by Chartered Accountant on letter head for MSME bidder**

This is to Certify that M/S .....  
(hereinafter referred to as 'company') having its registered office at .....  
.....is registered under Micro, Small and Medium Enterprises Development Act, 2006 ( **MSMED Act, 2006**) having **Udyam Registration Number No:**.....  
Category: ..... (Micro/Small/Medium). (Copy enclosed).

Further Verified from the Books of Accounts, the **investment and turnover** of enterprise for the latest audited financial year ..... is as follows:

1. Investment in plant and machinery or equipment (i.e. all tangible assets other than land and building, furniture and fittings) calculated as specified by the Ministry of Micro Small and Medium Enterprises vide its notification No. S.O.2119 (E) Dated: 26.06.2020 is ₹.....Lacs.
2. Turnover of the enterprise calculated as specified by the Ministry of Micro Small and Medium Enterprises vide its notification No. S.O.2119 (E) Dated: 26.06.2020 is ₹.....Lacs.
3. The above investment in plant and machinery or equipment is within the permissible limit of ₹..... Lacs **and** Turnover is within the permissible limit of ₹..... Lacs applicable for..... Micro / Small / Medium (Strike off which is not applicable) Category under MSMED Act 2006.

Date:

(Signature)

Name –

Membership Number –

Seal of Chartered Accountant.

ANNEXURE-II**PART-II (PRICE BID) (For Price Break up)**

SL NO	DESCRIPTION	UOM	Approx. QTY (A)	Unit Rate (₹/per Ambulance per month) (B)	Value (₹) (C= A*B)
A.1					
1	Monthly Charges for providing ambulance services as per scope of work at <b>BHEL-EDN , Bangalore and BHEL-ESD, Bangalore on 24X7 basis for all days</b> including Sunday and Holiday up to 300 Kms of run <b>per month</b> for <b>twenty four months</b> during 2024-26.	Per Vehicle per Month	48		
2	Charges for per KM extra run of ambulance beyond 300 Kms per month per vehicle.	KM	4800		
	Total value excluding GST (₹)(D)				
	Goods and Services Tax (GST) @ ..... % of A(E) (₹)				
	Total Offer value including GST (F=D+E (₹)				

**Note:**

**1. Vendor shall quote Lump sum offer value including GST in GeM portal.**