

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

NOTICE INVITING TENDER

1.	Tender Ref No:	BHEL-EDN/ CCD/TAXI SERVICES-EDN/ GeM-16/23-24
1.1	GEM Ref No:	GEM/2023/B/3450042 Dated: 15.05.2023
2.	Tender Type	Open Tender -Two part (e-Tender)
3.	Name of works	SERVICE CONTRACT FOR HIRING OF TAXI ON HOURLY BASIS FOR BHEL-EDN, BENGALURU FOR EIGHT MONTHS DURING 2023-24.
4.	Location of work	IN AND AROUND BANGALORE
5.	Period of contract	Eight months from the date of award of contract.
6.	Estimate Value	₹19.72 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 Pages
		ANNEX-1A (Technical Bid-Qualifying Criteria) 12
		ANNEX -1B (Scope of Work &Technical Terms and Conditions) 15
		ANNEX -1C (General Terms & Conditions of Contract) 13
		ANNEX -1D (Special Terms & Conditions of Contract) 01
		ANNEX - A (No Deviation Certificate) 01
		ANNEX - B (EMD payment Instruction E-COLLECT) 01
		ANNEX - C (EFT Format) 01
		ANNEX - D (CA Certificate for MSE) 01
		B] Part- II Price Bid Pages
	ANNEX –II (Price bid)(For Reference only) 04	
9.	Submission of offer	To be submitted electronically by logging to e-Procurement portal (GeM) (https://gem.gov.in .)
10.	Due date and time for submission of offer	25.05.2023/ 18:00 Hrs.
11.	Due date and time for opening of Technical bid	25.05.2023/ 18:30 Hrs.
12.	Contact details for queries related to tender	Shri. Satya Prakash, Manager / CCD, BHEL-EDN, Bengaluru. Contact No:080 2699 8040 / 7598217987; e-mail: ccd.edn@bhel.in ;
13.	Address of Tender Inviting Authority	Shri. Vishal Singh, SDGM/ CCD Common Contracting Department (CCD) 2 nd Floor, New Engineering Building BHEL-Electronics Division, Mysore Road Bengaluru-560026

ANNEXURE-1A**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

Bidder shall submit the offer in two parts as Part-I (Techno-commercial Bid) and Part-II (Price Bid)

Part -I (Techno commercial bid) shall contain following documents:

EMD related documents b) Pre-qualification related documents c) Signed Tender document.

The documents to be contained in Techno commercial bid are as follows:

- EMD related documents to meet EMD Criteria.
- Pre-qualification related documents to meet Technical Competency Criteria, Financial Soundness Criteria and Statutory registration criteria.
- Signed Tender document and duly filled and signed ANNEXURES (As applicable) for unconditional acceptance to tender Scope of work and Terms & Conditions.

Part-II (Price Bid) comprises of single cover

- Price bid Cover

Price bid cover shall contain rates quoted as per price bid format available in e-Procurement portal.

Sl. No	Description	Remarks
1	Check list for Part-I: Techno commercial Bid (EMD related documents)	
1.1	Documentary evidence to meet EMD Criteria: 1. Copy of Payment Receipt for EMD amount as per tender. (As applicable) 2. Valid MSE document for EMD exemption. (As applicable)	<input type="checkbox"/> uploaded / <input type="checkbox"/> Not uploaded
	<p>a. EMD may be submitted in the form of Cash deposit (Before tender opening) / Bankers Cheque / Pay order / DD / FDR drawn in favour of BHEL-EDN, Bengaluru (Along with offer)/ EFT payment details vide SBI Collect as EMD / NEFT (Before tender opening). (Details for making online payment as per ANNEXURE-B</p> <p>b. EMD is waived off based on submission of Udyam Registration Certificate / Valid UAM along with CA Certificate (As per ANNEXURE-D of tender document) issued for financial year ending on 31st March 2022 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-D of tender document) issued for financial year ending on 31st March 2022 or later where deemed validity of five years is expired / Valid NSIC Registration Certificate as on date of technical bid opening / Start-ups</p>	

	recognized by DPIIT / Valid Registration to any other body as specified by ministry of MSME.	
2	Check list for Part-I: Techno Commercial Bid (Pre-Qualification related documents)	
2.1	<p>Documentary evidence in support of Organization / Firm Registration 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 & Articles of Association</p>	<p>1.Applicable Document</p> <p><input type="checkbox"/> Uploaded / <input type="checkbox"/> Not uploaded</p>
2.2	Self-attested copy of the Power of Attorney , in case an individual/authorized signatory other than the sole proprietor signs the tender.	<p>1.Copy of Power of Attorney</p> <p><input type="checkbox"/> Uploaded / <input type="checkbox"/> Not uploaded</p>
2.3	<p>Documentary evidence to meet Technical Competency Criteria as per C.3 of C: Pre- qualification Criteria: Technical competency & financial soundness</p> <p>1) Duly signed and sealed copy of WO / PO / Agreement / Completion certificate. / Valid Registration documents</p> <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.</p> <p>3) Documentary evidence to meet prequalification criteria w.r.t (ownership /lease of vehicles, office in Bengaluru and registered Travel agent or Registered Tour and Taxi operator.)</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 / Bank Statement</p> <p><input type="checkbox"/> uploaded / <input type="checkbox"/> Not uploaded</p> <p>3.Documents in support of (Ownership of vehicles, office in Bengaluru and registered Travel agent or Registered Tour and Taxi operator)</p> <p><input type="checkbox"/> uploaded / <input type="checkbox"/> Not uploaded</p>

2.4	<p>Documentary evidence to meet Financial Soundness Criteria as per C.4 of C: Pre- qualification Criteria: Technical competency & financial soundness.</p> <p>Duly signed and sealed copy of</p> <ol style="list-style-type: none"> 1) Income Tax Return (ITR) 2) Balance Sheet & Profit and loss Statement. (For last three consecutive years ending on 31st March 2022 (2019-20, 2020-21 and 2021-22).) 3) Income Tax Registration (PAN) 4) GST Registration. 	<p>1.Income Tax Returns</p> <p><input type="checkbox"/> Uploaded / <input type="checkbox"/> Not uploaded for 1year / 2 years / 3 years</p> <p>2.Balance Sheet & profit and loss Statement (Audited)</p> <p><input type="checkbox"/> Uploaded / <input type="checkbox"/> Not uploaded for 1year / 2 years / 3 years</p>
3	Check list for Part-I: Techno commercial Bid (Tender Scope and Terms & conditions related document)	
3.1	<p>Documentary evidence for unconditional acceptance to Tender Scope of work and Terms & Conditions.</p> <p>Duly filled, signed and Sealed copy of</p> <ol style="list-style-type: none"> 1. Complete Tender Document. 2. "No Deviation Certificate "as per ANNEXURE-A in letter head. 	<p>1. Duly filled and Signed "Tender Document"</p> <p><input type="checkbox"/> uploaded / <input type="checkbox"/> Not uploaded</p> <p>2. Duly filled and Signed "No Deviation Certificate"</p> <p><input type="checkbox"/> uploaded / <input type="checkbox"/> Not uploaded</p>
4	Rates quoted as per Price bid format available on e-Procurement Portal (GeM).	<p><input type="checkbox"/> Quoted as per tender format</p> <p><input type="checkbox"/> Not Quoted as per tender format.</p>
5	All the information and relevant documents as asked in tender.	<input type="checkbox"/> Provided / <input type="checkbox"/> Not Provided
<p>Bidders are kindly requested to submit their offer as follows</p> <ol style="list-style-type: none"> 1) Documents pertaining to each cover shall be uploaded as single pdf containing all relevant documents as stated above. 2) No additional documents other than above shall be uploaded as no weightage or preference will be given for additional documents. 		

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: Earnest Money Deposit (EMD)

B.1	Earnest Money Deposit (EMD)		
	Bidder shall submit Earnest Money Deposit (EMD) or valid document for EMD exemption along with the offer.		
	SL NO	QUALIFYING PARAMETER	QUALIFYING VALUE
	1	EMD (Earnest Money Deposit):	₹ 39,450/-
	Details of EMD payment by Bidder		1. DD/ FDR / PAY ORDER / RTGS DETAILS: AMOUNT: ₹ 39,450/- INST. NO: INST. DATE: ISSUING BANK:
	Details of EMD exemption document submitted by Bidder (If applicable)		Document Details: Valid up to:..... CA Certificate : <input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
	Documents to be submitted		
	EMD may be submitted in following ways: i) Electronic fund transfer credited in BHEL account (Before Tender Opening). (Refer Annexure –B for making EMD payment through SBI-E collect) ii) In the form of Cash deposit (Done before tender opening) / Bankers Cheque / Pay order / DD / FDR (Along with offer) drawn in favour of BHEL-EDn Bengaluru, payable at Bengaluru issued by Scheduled Bank / Nationalized bank /Consortium banks. EMD is waived off based on submission of Udyam Registration Certificate / Valid UAM along with CA Certificate (As per Annexure-D of tender document) issued for financial year ending on 31st March 2022 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-D of tender document) issued for financial year ending on 31st March 2022 or later where deemed validity of five years is expired / Valid NSIC Registration Certificate as on date of technical bid opening / Start-ups recognized by DPIIT / Valid Registration to any other body as specified by ministry of MSME. EMD in any other form (One Time EMD, BG for full amount of EMD etc.) is not acceptable.		
Duly filled copy of the above along with supporting document to be uploaded in e-procurement portal.			

C: Pre- qualification Criteria: Technical competency & financial soundness

C.1	ORGANIZATION / FIRM REGISTRATION	
1	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

C.2	POWER OF ATTORNEY:		
	<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>		
C.3	TECHNICAL COMPETENCY		
	<p>Bidder shall have experience of execution of works in any Central / State Govt. / PSU / Private company / establishment /reputed organization / institution executed after 31st March, 2015 as per following details:</p>		
	SL NO	QUALIFYING PARAMETER	QUALIFYING VALUE
C.3.1	1	"Works related to Taxi (Car) Services on monthly / contingency / on call basis"	<p>Single work order with value equal to ₹15.780 lakh</p> <p>or</p> <p>Two Work orders each with value of ₹9.862 Lakh each.</p> <p>or</p> <p>Three Work orders each with value of ₹7.890 Lakh each.</p>
C.3.1.1	<p>Details of Work Order /Agreement to be considered against work experience:</p> <p>WO / Agreement Ref No.....Customer:</p> <p>Name of Work:.....</p> <p>Contract Value: Contract Period:</p> <p>WO / Performance certificate / Work completion Certificate: () Enclosed / () Not Enclosed</p> <p>Form 26AS/ TDS certificate / Bank statement for payment received from customer against the above contract () Enclosed / () Not Enclosed</p>		

C.3.1.2	<p>Details of Work Order /Agreement to be considered against work experience:</p> <p>WO / Agreement Ref No.....Customer:</p> <p>Name of Work:.....</p> <p>Contract Value: Contract Period:</p> <p>WO / Performance certificate / Work completion Certificate: () Enclosed / () Not Enclosed</p> <p>Form 26AS/ TDS certificate / Bank statement for payment received from customer against the above contract () Enclosed / () Not Enclosed</p>
C.3.1.3	<p>Details of Work Order /Agreement to be considered against work experience:</p> <p>WO / Agreement Ref No.....Customer:</p> <p>Name of Work:.....</p> <p>Contract Value: Contract Period:</p> <p>WO / Performance certificate / Work completion Certificate: () 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>Documents to be submitted by bidder</p>
	<p>WO / PO / Agreement Copy relevant to above mentioned work :</p> <p>() Enclosed / () Not Enclosed</p> <p>Performance /experience Certificate for satisfactory execution of above mentioned work:</p> <p>() Enclosed / () Not Enclosed</p> <p>Form 26AS/ TDS certificate / Bank statement for payment received from customer against the above contract:</p> <p>() Enclosed / () Not Enclosed</p>

C.3.2	<p>The Bidder shall be a registered Tour and Taxi Operator OR Travel Agency.</p> <p>(Valid documentary evidence to be enclosed)</p>
C.3.3	<p>The Bidder shall have regular establishment / Office at Bengaluru.</p> <p>(Valid documentary evidence to be enclosed)</p>
C.3.4	<p>The Bidder shall own / lease minimum two nos. of Taxi (Car) (Motor Car with Engine Capacity of 1150 CC or more, Boot space of 240 Litres or more and year of manufacturing 2017 or later) registered under Taxi Permit in the name of Firm / Proprietor or leased with taxi owner on judicial Stamp Paper. (Valid documentary evidence to be enclosed)</p>
	<p>Details of vehicle owned:</p> <p>1. VEHICLE-1 (MOTOR CAR)</p> <p>Vehicle registration Number:</p> <p>Vehicle Model & Make:</p> <p>Vehicle Engine Capacity:</p> <p>Year of Manufacture:</p> <p>Fuel :</p> <p>Boot Space:</p> <p>2. VEHICLE-2 (MOTOR CAR)</p> <p>Vehicle registration Number:</p> <p>Vehicle Model & Make:</p> <p>Vehicle Engine Capacity:</p> <p>Year of Manufacture:</p> <p>Fuel :</p> <p>Boot Space :</p>
	<p>Document to be submitted</p>
	<p>1. Copy of RC book,</p> <p>2. Copy of Valid Insurance and</p> <p>3. Copy of Valid registration for commercial use of vehicle in and around Bangalore.</p>

C.4	FINANCIAL SOUNDNESS		
C.4.1	The Average annual turnover for last three consecutive financial year ending on 31st March 2022 (2019-20 ,2020-21and 2021-22) shall be equal to or more than the following:		
	SL NO	FINANCIAL PARAMETER	QUALIFYING VALUE
	1	Average Annual Turn over	₹ 5.917 lakh.
	Details of Annual Turnover of Bidder for last three consecutive financial year ending on 31st March 2022 (2019-20 ,2020-21and 2021-22)		
C.4.1.1	Details of Annual Turnover for last three consecutive years ending on 31st March 2022 (2019-20, 2020-21and 2021-22)	Financial Year	Annual Turnover (Sales)
		2019-20	₹.....Lakh
		2020-21	₹.....Lakh
		2021-22	₹.....Lakh
		Average Annual Turnover of three consecutive years.	₹.....Lakh
C.4.1.2	Profit and Loss account statement & Balance Sheet for last three consecutive years ending on 31st March 2022 (2019-20, 2020-21and 2021-22). duly certified by chartered accountant with CA membership number.	Financial year	Please Tick (√) in the appropriate box
		2019-20	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
		2020-21	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
		2021-22	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
C.4.1.3	Income Tax Return Acknowledgment for last three consecutive years ending on 31st March 2022 2019-20, 2020-21and 2021-22)or assessment years (2020-21 ,2021-22 and 2022-23)	Assessment year	Please Tick (√) in the appropriate box
		2020-21	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
		2021-22	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
		2022-23	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
C.4.2	Permanent Account Number (PAN)	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
C.4.3	Goods and Services Tax Registration (GST)	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed

C.4.4	Documents to be submitted
	<ol style="list-style-type: none"> 1. Auditor certificate indicating annual turnover for three consecutive Financial Years ending on 31.03.2022 i.e. 2019-20, FY 2020-21 and FY 2021-22 duly signed by Chartered Accountant registered with Institute of Chartered Accountants of India. The auditors' certificate should bear valid membership number of the Chartered Accountant. 2. Income Tax Return Acknowledgment for last three consecutive years ending on 31st March 2022 2019-20, 2020-21 and 2021-22) or assessment years (2020-21 ,2021-22 and 2022-23) 3. If the company did not exist for 3 financial years, the average turnover will be calculated from the year of existence (not before three years) of the company in the past. 4. Permanent Account Number (PAN): Bidder should have valid Permanent Account Number (PAN) and Self-Attested copy of PAN Card shall be enclosed. 5. GST registration Number: Bidder shall be registered with GST, copy of GST certificate shall be enclosed
<i>Duly filled copy of the above along with supporting document to be uploaded in e-procurement portal.</i>	

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

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

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

SL NO	Description of work	Unit of Measurement	Approx. Qty
1	Charges for supply of AC TAXI (Toyota -Etios/ Maruti Swift Dzire/Tata - Indigo /Mahindra-Verito)- Petrol /Diesel /CNG / Electric Version for Four-hours with minimum running of 40 Km as per scope of work for local use in and around Bangalore.	Per Vehicle for 4 Hrs. and 40 Km Running	75
2	Charges for supply of AC TAXI (Toyota -Etios/ Maruti Swift Dzire/Tata Indigo /Mahindra-Verito) Petrol /Diesel /CNG / Electric Version for Six-hours with minimum running of 60 Km as per scope of work for local use in and around Bangalore.	Per Vehicle for 6 Hrs. and 60 Km Running	34
3	Charges for supply of AC TAXI (Toyota -Etios/ Maruti Swift Dzire/Tata Indigo /Mahindra-Verito) Petrol /Diesel /CNG / Electric Version for Eight-hours with minimum running of 80 Km as per scope of work for local use in and around Bangalore.	Per Vehicle for 8 Hrs. and 80 Km Running	295
4	Charges for supply of AC TAXI (Toyota -Etios/ Maruti Swift Dzire/Tata - Indigo /Mahindra-Verito) Petrol /Diesel /CNG / Electric Version for extra hour beyond the specified time as per scope of work for local use in and around Bangalore.	Per Vehicle per Hour	1086
5	Charges for supply of AC TAXI (Toyota -Etios/ Maruti Swift Dzire/Tata - Indigo /Mahindra-Verito) Petrol /Diesel /CNG / Electric Version for extra km run beyond the specified distance as per scope of work for local use in and around Bangalore.	Per Vehicle per Km	22428
6	Charges for Local Batta (11:00 P.M to 06:00 A.M) against supply of AC TAXI (Toyota -Etios/ Maruti Swift Dzire/Tata -Indigo /Mahindra-Verito) Petrol /Diesel /CNG / Electric Version as per scope of work for local use in and around Bangalore.	Per instance	65

7	Charges for supply of AC TAXI (Toyota -Etios/ Maruti Swift Dzire/Tata - Indigo /Mahindra-Verito) Petrol /Diesel /CNG / Electric Version as per scope of work for outstation use with running of minimum 300 Km per day.	Per day	34
8	Charges for Out station Batta (06:00 A.M to 11:00 P.M) against supply of AC TAXI (Toyota -Etios/ Maruti Swift Dzire/Tata -Indigo /Mahindra-Verito) Petrol /Diesel /CNG / Electric Version as per scope of work for local use in and around Bangalore.	Per instance	34
9	Charges for Out station Batta (11:00 P.M to 06:00 A.M) against supply of AC TAXI (Toyota -Etios/ Maruti Swift Dzire/Tata -Indigo /Mahindra-Verito) Petrol /Diesel /CNG / Electric Version as per scope of work for local use in and around Bangalore.	Per instance	34
10	Charges for supply of AC TAXI (Toyota Innova Crysta 7+1 Seater)- Petrol /Diesel /CNG / Electric Version for Four-hours with minimum running of 40 Km as per scope of work for local use in and around Bangalore.	Per Vehicle for 4 Hrs.	12
11	Charges for supply of AC TAXI (Toyota Innova Crysta 7+1 Seater) Petrol /Diesel /CNG / Electric Version for Six-hours with minimum running of 60 Km as per scope of work for local use in and around Bangalore.	Per Vehicle for 6 Hrs.	13
12	Charges for supply of AC TAXI (Toyota Innova Crysta 7+1 Seater) Petrol /Diesel /CNG / Electric Version for Eight-hours with minimum running of 80 Km as per scope of work for local use in and around Bangalore.	Per Vehicle for 8 Hrs.	50
13	Charges for supply of AC TAXI (Toyota Innova Crysta 7+1 Seater) Petrol /Diesel /CNG / Electric Version for extra hour beyond the specified time as per scope of work for local use in and around Bangalore.	Per Vehicle per Hour	168
14	Charges for supply of AC TAXI (Toyota Innova Crysta 7+1 Seater) Petrol /Diesel /CNG / Electric Version for extra km run beyond the specified distance as per scope of work for local use in and around Bangalore.	Per Vehicle per Km	8037
15	Charges for Local Batta (11:00 P.M to 06:00 A.M) against supply of AC TAXI (Toyota Innova Crysta 7+1 Seater) Petrol /Diesel /CNG / Electric Version as per scope of work for local use in and around Bangalore.	Per instance	17
16	Charges for supply of AC TAXI (Toyota Innova Crysta 7+1 Seater) Petrol /Diesel /CNG / Electric Version as per scope of work for outstation use with running of minimum 300 Km per day.	Per day	19

17	Charges for Out station Batta (06:00 A.M to 11:00 P.M) against supply of AC TAXI ((Toyota Innova Crysta 7+1 Seater) Petrol /Diesel /CNG / Electric Version as per scope of work for local use in and around Bangalore.	Per instance	19
18	Charges for Out station Batta (11:00 P.M to 06:00 A.M) against supply of AC TAXI ((Toyota Innova Crysta 7+1 Seater) Petrol /Diesel /CNG / Electric Version as per scope of work for local use in and around Bangalore.	Per instance	19
19	Charges for supply of AC Tempo Traveller for Eight-hours with minimum running of 40 Km as per scope of work for local use in and around Bangalore.	Per Vehicle for 8 Hrs. duty and 40 Km running	13
20	Charges for supply of AC Tempo Traveller for extra hour beyond the specified time as per scope of work for local use in and around Bangalore.	Per Vehicle per Hour	33
21	Charges for supply of AC Tempo Traveller for extra km run beyond the specified distance as per scope of work for local use in and around Bangalore.	Per Vehicle per Km	367
22	Charges for Local Batta (11:00 P.M to 06:00 A.M) against supply of AC Tempo Traveller as per scope of work for local use in and around Bangalore.	Per instance	3
23	Charges for supply of AC Tempo Traveller as per scope of work for outstation use with running of minimum 300 Km per day.	Per day	3
24	Charges for Out station Batta (06:00 A.M to 11:00 P.M) against supply of AC Tempo Traveller as per scope of work for local use in and around Bangalore.	Per instance	3
25	Charges for Out station Batta (11:00 P.M to 06:00 A.M) against supply of AC Tempo Traveller as per scope of work for local use in and around Bangalore.	Per instance	3

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

1. BHEL, Electronics Division (BHEL-EDN) intends to hire various types of vehicles on rate contract basis for local use on hourly basis and for outstation use on daily basis.
2. Normally the requirement of vehicles may be up to 5 vehicles per day. However, the contractor shall be prepared to supply additional vehicles up to 10 Nos., at short notice during peak requirement. On few special occasions such as parliamentary delegation/Conferences/Meets etc., the requirement may be up to 30 vehicles for which advance information would be given and the contractor shall be prepared to supply the vehicles. The Travel Agency shall be working 24 x 7 basis throughout the year.
3. The estimated value indicated in the tender is subject to variation (may increase or decrease) depending on the requirement of vehicles during the contract period.
4. The contractor shall provide following categories of vehicles.
 - a. Sedan class vehicles – Petrol/Diesel/CNG/Electric
 - b. Toyota Innova-Crysta - Petrol/Diesel/CNG/Electric
 - c. Tempo Traveller - Petrol/Diesel/CNG/Electric

Vehicles supplied shall not be older than 2017 models.

5. Taxi shall be hired on 4HrX40M, 6HrX60 KM and 8HrX80KM basis with provision of extra hour and extra KM. Hiring for outstation shall be on daily basis on 300 Km /day basis with provision of Extra KM. If taxi is hired for outstation trip for more than one-day, cumulative usage of 300 KM/day will be accounted for the number of days' taxi is hired.

If vehicle is fitted with CNG, Carrier should be available for carrying luggage.
Vehicles supplied shall be in good condition and shall not be older than 2017.

6. Measurement of the job

The following methods will be adopted for measuring the job carried out by the contractor.

A) Local Trips:

A distance of 80 KMs from BHEL-EDN would be considered as local trip and shall be with operating slabs as mentioned below:

- i) 4 Hrs. / 40 KMs
- ii) 6 Hrs. / 60 KMs
- iii) 8 Hrs. / 80 KMs
- iv) Extra Running (KM)
- v) Extra Hours
- vi) Driver Batta for local trip if trip extends beyond 11.00 PM and for trips starting between 11.00 PM and before 6.00 AM.

Note:

- a) The shift from 4 Hrs. / 40 KM slab to 6 Hrs. / 60 KM slab would be after a grace period of half an hour. i.e. above 4 hours 30 minutes.
- b) The shift from 6 Hrs. / 60 KM slab to 8 Hrs. / 80 KM slab would be after a grace period of half an hour. i.e. above 6 hours 30 minutes.
- c) Extra running KM (exceeding slab limit) would be paid at actual. i.e. Slab rate + Extra KM exceeding slab KM x rate for extra running (KM)

For computing Extra hours after 8 hours 80 KM slab, 30 minutes' grace period would be considered. i.e. 30 minutes and below would be ignored and above 30 minutes would be considered as 1 extra hour. Extra hours are not applicable between slabs.

e) Dead KM distance & time is allowed (for actual distance or 7 KM whichever is less and actual time of travel or Half an hour whichever is less) for conveyance of vehicle from contractor's garage to BHEL EDN and back from EDN to contractor's garage. In case the reporting/release point is other than BHEL/EDN, distance & time from contractor's garage to reporting/releasing point at actual KM & hours will be considered.

B) Outstation Trips:

Distance exceeding local trip (80 KMs-ONEWAY from BHEL-EDN) is considered as outstation trip. The outstation hiring charges will be paid for minimum 300 KMs for one day. A Day means a calendar day. If the outstation trip is for more than one day, then hiring charges will be paid for minimum of 300 KMs x No. of days even though the KMs run per day may vary (i.e. more than or less than 300 KMs per day). If the KMs run exceeds 300 x No. of days, then payment will be made for actual KMs.

- i) Rate in Rupees per KM
- ii) Driver Batta for outstation trip (6.00 AM to 11.00 PM)
- iii) Driver Batta for outstation trip (after 11.00 PM up to 6.00 AM). This Batta will be paid if taxi is run/retained after 10.00 PM. However, Batta per day is limited to 2 Batta only.

7. General

BHEL has the privacy of the contract with the contractor only and will give instructions to the contractor or his authorized representatives. 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 an employer-employee relationship.

8. Towards selection, control and supervision of taxi drivers/help desk.

- i) Contractor has to ensure that the taxi drivers are physically and mentally fit and do not have any criminal record. Such drivers should possess valid driving license and experience. The drivers should be able to communicate in Kannada, Hindi & English. The drivers of taxis for local trips should have good road knowledge of Bangalore and surrounding areas. The taxi drivers for outstation trips should have road knowledge of southern states. Bidders shall be aware of the regulated/restricted timings at BHEL due to security considerations and regulations for entry and exit of his drivers/employees, obtaining Police Verification Certificates for drivers/employees he may deploy in BHEL, staff and self-etc.
- ii) The drivers shall be provided with mobile phone for communication.
- iii) The driver should be sent for periodical medical check-up, including eye check-up & audiometric test by the contractor to rule out possibilities of loss of vision, hearing etc.

iv) The contractor should ensure to engage the vehicles, with only such drivers who have minimum 2 years' experience in driving similar vehicles with valid and subsisting driving license. The contractor should also instruct and ensure that the drivers follow the following genuine ethics.

- a) To keep the vehicle neat and clean daily / timely before reporting to the duty.
- b) To allow the passengers to get inside the vehicle and later only he should enter into car.
- c) To open and close doors for all passengers/customers while boarding and alighting the vehicle.
- d) Strictly not to smoke / be drunk while on duty.
- e) Strictly not to use mobile phone while driving the vehicle.

v) Contractor will be responsible for the good conduct of his drivers. In case of any misconduct/misbehaviour by any of his taxi drivers on duty, the contractor will replace such drivers immediately.

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

vii) The contractor shall be fully responsible for enforcing all safety and other regulations as applicable under Motor Vehicles Act, 1988 and Rules framed there under as in force from time to time.

viii) The contractor has to ensure that taxi drivers wear a distinct uniform preferably white in colour. The uniform shall be kept in neat and tidy condition.

ix) Contractor has to ensure that all precautions are taken for safety of his drivers and vehicles.

x) The Contractor should see that his drivers keep reasonable money to meet contingency expenditure while travelling local/outstation.

xi) The contractor shall have a nominated help desk supervisor with mobile phone for effective coordination/communication with BHEL for taxi requirement. The help desk supervisor shall receive vehicle bookings from BHEL-EDN through e- Mail/Phone etc., and provide vehicles. He may preferably be stationed at EDN from 8.00 AM to 5.00 PM for effective coordination. He shall coordinate and ensure the following.

a) Receive/collect the BHEL request form (Requisition cum approval for Engaging Taxi) from transport department and provide the required vehicles and ensure that taxi drivers get the request form duly filled (KMs/Time/Places visited/Users signature) by users of vehicles.

b) To inform the details of vehicles arranged (such as vehicle registration number, type of vehicle, drivers name and drivers mobile number) to Transport department/users through SMS/phone/e-Mail etc.

c) To collect the duly filled BHEL request form (Requisition cum approval for Engaging Taxi) from taxi drivers and hand it over to Transport department for further processing after completion of journey.

d) To clarify on trip sheet details when sought by users.

e) To submit bills in time on fortnightly basis.

f) The help desk supervisor shall be available at BHEL-EDN premises for effective coordination in case the number of vehicle requirement is more than 20 during special occasions such as Meets/Conferences/VIPs visits etc.

9. Towards statutory liability

i) The taxis should have compliance with all the provisions of Motor Vehicle Act, 1988 and rules framed there under as in force from time to time, and fit for hire. ii) The liability for any compensation on account of injury sustained by a taxi driver/employee of the contractor will be exclusively that of the contractor.

iii) Route permit / National permit / Clearance from RTO or any other authority concerned and compliance of any other legal formalities connected with the contract have to be arranged by the contractor at his cost. BHEL doesn't take responsibility in this regard.

iv) The contractor will ensure that all vehicles deployed under this contract agreement, are covered by respective COMPREHENSIVE INSURANCE POLICIES. Under no circumstance shall BHEL be liable to compensate for any loss or damage that may be caused to / by the vehicles while engaged in discharging of the contractor's obligations under this contract.

v) The contractor shall at his own expenses 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 whatever including property and rights of BHEL or its 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 whomsoever or property including all claims which may arise under the Workmen's Compensation Act or any other labour legislations or laws/regulation/rules and notification as may be applicable.

10. Towards supply of vehicles & Trip sheets

i) Contractor shall provide well maintained and road worthy vehicles only of model - 2016 or later provided with GPS and duly substantiated with valid 'FITNESS CERTIFICATE ISSUED BY RTO' so as to give trouble free service. The vehicles provided will be inspected by BHEL representative or by any other person authorized in this regard and if the vehicles are not found in road worthy condition, the same will be sent back on the condition that replacement should be given within reasonable time.

ii) On allotment of taxi for BHEL trip, access to the taxi monitoring system through GPS shall be shared with BHEL-Transport dept. for monitoring the movement of vehicle and also its usage (time, location & KMs).

iii) This contract will be in operation on 24 x 7 hours basis throughout the year and the contractor or his nominated Helpdesk supervisor shall be available on call during entire period of this contract for rendering services as agreed.

iv) Contractor shall be responsible for the safe, comfortable and timely transport of the passengers/baggage. He shall only be fully responsible for any mishap (i.e. fire or accident, etc.) en-route.

v) The Contractor shall supply the demanded number of vehicles within four hours of call, and in case of his failure for 3 occasions during the period of contract, he will be deemed to have defaulted in the performance of the contract and in such an event BHEL may terminate the contract forthwith without any intimation in this regard. BHEL reserves the right to engage any other vehicle at the cost and expenses of the contractor.

vi) The Bidder should be in a position to supply taxis within 2 hour of booking in urgent/emergency cases.

vii) The Contractor shall ensure to keep the taxi in full readiness for the entire day's operation in respect of fuel availability and willingness of the drivers to drive the vehicle.

viii) The contractor shall replace the taxi in case of a breakdown while in operation within 30 minutes from the time of breakdown and the bill to be prepared should be for one vehicle only. No detention charges will be paid for breakdown. The log/trip sheets shall mention about the breakdown.

ix) Contractor shall provide Taxis of specified model only i.e. model not earlier than specified year of manufacture. If any of the taxi models earlier than specified above are found in operation at a later date, notwithstanding its rights to terminate the contract, BHEL may not pay the charges with respect to such taxi or may deduct any charges paid with respect to such taxi at a later date from the running bill / SD of the Contractor.

x) The Contractor is responsible for his drivers to get all the columns in the trip sheets (REQUISITION CUM APPROVAL FOR ENGAGING TAXI) filled and signed by the user

xi) The Contractor should ensure that his drivers carry BHEL Request Form (Requisition Cum Approval for Engaging Taxi) along with them. He shall ensure that Part-II of the request form (i.e. KM, Time, places & signature of user) is filled up by the user. It shall be further ensured that any correction/over writing shall be counter signed by the user before the driver of the taxi receives it. These duly filled request forms (REQUISITION CUM APPROVAL FOR ENGAGING TAXI) are to be submitted to BHEL-Transport department after completion of trip within 3 days for further processing.

xii) The Contractor should ensure timely supply of taxis as timely supply is the essence of this contract. The taxis will be utilized for VIPs, Customers and Senior Executives etc., who are to be treated well. The taxis should report to the required points as directed by Transport Section of BHEL-EDN within two hours from the time of their request in the case of urgent/emergency and well in time in the case of prior bookings.

xiii) The Contractor must ensure that the vehicles are furnished with following:

a) The relevant documents like RC Book, driving license of the driver, comprehensive insurance policy, permit and emission test certificate etc.

b) A first aid kit with all necessary medicines/items should be kept in the vehicle.

c) The vehicles should be provided with Audio/FM facility.

d) The cars should be provided with additional emergency accessories like Stepney, standard toolkit, spare bulb, fuses, fan belt, foot mats and hose pipe etc.

11. Rights and obligations of BHEL

i) In case the vehicle indented is not used by BHEL due to unavoidable circumstances payment will be made for minimum utilization of vehicles i.e. 4 hours' x 40 KMs. This is applicable for local as well as outstation trips.

ii) The contractor shall not sub-let any portion of the contract without the prior approval of BHEL in writing.

iii) BHEL also reserves the right to separately deal with any other taxi / vehicle providers during the contract period.

iv) In case of loss of original trip sheet (Requisition Cum Approval for Engaging Taxi), BHEL reserves the right not to entertain the claim.

v) For administrative reasons, BHEL reserves the right to foreclose the contract at its discretion, at any point of time without assigning any reasons thereof.

vi) In case the contractor does not carry out the contractual obligations or the services rendered by him are found to be unsatisfactory, BHEL shall bring same to his notice and he will be obliged to discharge the

obligations and rectify the deficiency / anomaly within specified time failing which BHEL reserves the right to impose the specified penalty.

vii) Notwithstanding the above and other rights of BHEL to deduct Security Deposit, other bills, and take any further action under the contract; the contract may be terminated at any time without any notice and without any liability to pay any compensation whatsoever to the contractor, in case of misbehaviour, disobedience, dishonesty, clandestine insolvency, any court order, non- sanction of road permit or any other related activities on the part of contractor or his drivers/employees deputed under the contract or in case of the failure of the contractor to fulfil the terms and conditions of the contract.

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.

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:

Eight 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 in and around 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 Rental charges and Per Km Rate will change as per following formula:

1. 1. [Revised Rental charge for AC Taxi ((Toyota -Etios/ Maruti Swift Dzire/Tata -Indigo /Mahindra-Verito) (₹) = [Awarded Rental charge (₹) + (0.08*(Minimum Km running as per schedule) *(Change in Average fuel cost in ₹) w.r.t fuel cost as on date of technical bid opening]]
The minimum Km run for 4 hrs Duty is 40 Km, 6 Hrs Duty is 60 km ,8 Hrs. duty is 80 Km and outstation duty is 300 Km.
2. [Revised Per KM Rate for AC Taxi ((Toyota -Etios/ Maruti Swift Dzire/Tata -Indigo /Mahindra-Verito) (₹) = [Awarded Per KM Rate (₹) + (0.08*(Change in Average fuel cost in (₹) w.r.t fuel cost as on date of technical bid opening]]
3. [Revised Rental charge for AC TAXI ((Toyota Innova Crysta 7+1 Seater) (₹) = [Awarded Rental charge (₹) + (0.10*(Minimum Km running as per schedule) *(Change in Average fuel cost in (₹) w.r.t fuel cost as on date of technical bid opening]]
The minimum Km run for 4 hrs Duty is 40 Km, 6 Hrs Duty is 60 km ,8 Hrs. duty is 80 Km and outstation duty is 300 Km.
4. [Revised Per KM Rate for AC TAXI ((Toyota Innova Crysta 7+1 Seater) (₹) = [Awarded Per KM Rate (₹) + (0.10*(Change in Average fuel cost in (₹) w.r.t fuel cost as on date of technical bid opening]]
5. [Revised Rental charge for Tempo Traveller (₹) = [Awarded Rental charge (₹) + (0.13*(Minimum Km running as per schedule) *(Change in Average fuel cost in (₹) w.r.t fuel cost as on date of technical bid opening]]
The minimum Km run for 8 Hrs. duty is 40 Km and outstation duty is 300 Km.
6. [Revised Per KM Rate for Tempo Traveller (₹) = [Awarded Per KM Rate (₹) + (0.13*(Change in Average fuel cost in (₹) w.r.t fuel cost as on date of technical bid opening]]

Note:

1. Revision of Rental charge and Per KM rate shall be done on 1st day of every month based on change in Average Fuel (Regular Diesel) cost during previous month (As per price declared by IOCL's retail outlet at Bengaluru).
2. The revised Rental charge and Per KM rate declared on 1st day of every month shall remain firm during the entire month.
3. The revision of 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.
4. There will be no change in any other rate ie, extra Hr charge or Night Batta, Outstation Batta etc.

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:

1) Penalty @₹750 per vehicle per instance if it is found during surprise checking by indenter / transport authorities / any other

authorized personnel of BHEL that the odometer of the vehicles supplied is tampered.

2) Penalty @₹750 per instance wherein the drivers engaged by the Contractor, if found in drunken condition / misbehaving while on duty, and in such case the Contractor shall replace the driver with immediate effect

3) Penalty @₹500 per vehicle per instance wherein the drivers engaged by the Contractor, if found or reported by public / customers / executives/anyone travelling in the vehicle, to be not following traffic rules, over speeding or rash driving.

4) Penalty @₹500 per vehicle per instance the Contractor defaults in ensuring the vehicles booked are sent punctually to the designated place and at the stipulated time. The decision of BHEL is final and binding on the Contractor in regard to such default.

5) Penalty @₹500 per vehicle per instance the Contractor defaults in ensuring the vehicles supplied are usable and filled with sufficient fuel.

6) Penalty @₹300 per vehicle per instance the Contractor defaults in ensuring the drivers of the vehicle carrying reasonable money to pay parking/toll charges etc with them during local trips. BHEL in such instances occurring during outstation trips may not pay the trip bill entirely.

7) Penalty @₹100 per vehicle per instance the Contractor defaults in ensuring the drivers of the vehicle in carrying and displaying placard at railway station / airport / bus station.

8) Penalty @₹100 per vehicle per instance the Contractor defaults in ensuring the drivers of the vehicle in carrying /having mobile phone with incoming and outgoing call facilities

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.

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. EARNEST MONEY DEPOSIT (EMD) & SECURITY DEPOSIT (SD):

Earnest Money Deposit (EMD):

Tender must be accompanied by Earnest Money for the amount mentioned in tender notice, pledged to BHEL- EDN, BANGALORE in any of the forms mentioned below.

Modes of Deposit:

The EMD shall be accepted only in the following forms:

- a) Cash deposit as permissible under the extant Income Tax Act (before tender opening)
- b) Electronic Fund Transfer credited in BHEL account (before tender opening)
- c) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer)
- d) FDR issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
- e) In addition to the above, the EMD amount in excess of ₹ 2, 00, 000 /- (₹ two lakhs) also acceptable in the form of Bank guarantee from scheduled banks. The bank guarantee in such cases shall be valid for at least six months. (BG Format attached as Annexure-J)

Forfeiture of EMD:

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

- i) After opening the Tender, the Tenderer revokes his tender within the validity period or increases his earlier quoted rates. ii) If only, a part of the work included in the tender has been awarded to the tenderer and the tenderer refuses to take up the work the amount of Earnest Money to be forfeited will be based on the value of the contract so awarded.
- iii) The Tenderer does not commence the work within the period as per LOI / Contract. In case the LOI / Contract is silent in this regard then within 7 days after award of Contract.

General Terms related to EMD:

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

Earnest Money Deposit (EMD) of the successful tenderer will be retained as part of Security deposit. The Earnest Money Deposit (EMD) will be refunded to the unsuccessful tenderers within 15 days of acceptance of the award of work by successful tenderer / expiry of offer validity period.

Non Start of work within seven days of issue of LOA / WO or date indicated in LOA whichever is later will lead to forfeiture of EMD and may also attract the provision of “Suspension of Business dealings with Suppliers/Contractors”.

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 +6%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered 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 7days 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 7th 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> “supplier registration page”.

31. RISK PURCHASE:

- a) In the event of any successful Tenderer’s failure to fulfil any of the tender / Contract obligations as per Contract / Agreement, BHEL may entrust the job to alternate vendor and get it completed to meet the BHEL requirement and additional expenditure, if any, including consequential cost viz., demurrage etc., will be fully recovered from the Contractor who failed to complete the job in line with the Contract.
- b) The decision of BHEL with regard to the actual losses / consequential expenditure incurred by BHEL shall be final and binding on the Contractor.

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

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

Where,

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

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

H = Overhead Factor shall be taken as 5

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

*(Balance scope of work/ supply)

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

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

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 2021** 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 2020** 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.

I/ We, M/s.have read and clearly understood all the Terms and conditions in Tender Schedule of “**SERVICE CONTRACT FOR HIRING OF TAXI ON HOURLY BASIS FOR BHEL-EDN, BENGALURU FOR EIGHT MONTHS DURING 2023-24.**” Tender Ref No: BHEL-EDN/ CCD/TAXI SERVICES-EDN/ GeM-16/23-24 / 15.05.2023 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) 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**A.EMD 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
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 – C**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	
	<u>Details of Bank Account:</u>	
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-D**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 Reference)

SL NO	Description of work	Unit of Measurement	Approx. Qty	Unit Rate) (₹/UOM)	Offer Value (₹)
1	Charges for supply of AC TAXI (Toyota -Etios/ Maruti Swift Dzire/Tata -Indigo /Mahindra-Verito)- Petrol /Diesel /CNG / Electric Version for Four-hours with minimum running of 40 Km as per scope of work for local use in and around Bangalore.	Per Vehicle for 4 Hrs. and 40 Km Running	75	To be uploaded in GEM	To be uploaded in GEM
2	Charges for supply of AC TAXI (Toyota -Etios/ Maruti Swift Dzire/Tata Indigo /Mahindra-Verito) Petrol /Diesel /CNG / Electric Version for Six-hours with minimum running of 60 Km as per scope of work for local use in and around Bangalore.	Per Vehicle for 6 Hrs. and 60 Km Running	34	To be uploaded in GEM	To be uploaded in GEM
3	Charges for supply of AC TAXI (Toyota -Etios/ Maruti Swift Dzire/Tata Indigo /Mahindra-Verito) Petrol /Diesel /CNG / Electric Version for Eight-hours with minimum running of 80 Km as per scope of work for local use in and around Bangalore.	Per Vehicle for 8 Hrs. and 80 Km Running	295	To be uploaded in GEM	To be uploaded in GEM
4	Charges for supply of AC TAXI (Toyota -Etios/ Maruti Swift Dzire/Tata -Indigo /Mahindra-Verito) Petrol /Diesel /CNG / Electric Version for extra hour beyond the specified time as per scope of work for local use in and around Bangalore.	Per Vehicle per Hour	1086	To be uploaded in GEM	To be uploaded in GEM
5	Charges for supply of AC TAXI (Toyota -Etios/ Maruti Swift Dzire/Tata -Indigo /Mahindra-Verito) Petrol /Diesel /CNG / Electric Version for extra km run beyond the specified distance as per scope of work for local use in and around Bangalore.	Per Vehicle per Km	22428	To be uploaded in GEM	To be uploaded in GEM

6	Charges for Local Batta (11:00 P.M to 06:00 A.M) against supply of AC TAXI (Toyota -Etios/ Maruti Swift Dzire/Tata -Indigo /Mahindra-Verito) Petrol /Diesel /CNG / Electric Version as per scope of work for local use in and around Bangalore.	Per instance	65	To be uploaded in GEM	To be uploaded in GEM
7	Charges for supply of AC TAXI (Toyota -Etios/ Maruti Swift Dzire/Tata -Indigo /Mahindra-Verito) Petrol /Diesel /CNG / Electric Version as per scope of work for outstation use with running of minimum 300 Km per day.	Per day	34	To be uploaded in GEM	To be uploaded in GEM
8	Charges for Out station Batta (06:00 A.M to 11:00 P.M) against supply of AC TAXI (Toyota -Etios/ Maruti Swift Dzire/Tata -Indigo /Mahindra-Verito) Petrol /Diesel /CNG / Electric Version as per scope of work for local use in and around Bangalore.	Per instance	34	To be uploaded in GEM	To be uploaded in GEM
9	Charges for Out station Batta (11:00 P.M to 06:00 A.M) against supply of AC TAXI (Toyota -Etios/ Maruti Swift Dzire/Tata -Indigo /Mahindra-Verito) Petrol /Diesel /CNG / Electric Version as per scope of work for local use in and around Bangalore.	Per instance	34	To be uploaded in GEM	To be uploaded in GEM
10	Charges for supply of AC TAXI (Toyota Innova Crysta 7+1 Seater)- Petrol /Diesel /CNG / Electric Version for Four-hours with minimum running of 40 Km as per scope of work for local use in and around Bangalore.	Per Vehicle for 4 Hrs.	12	To be uploaded in GEM	To be uploaded in GEM
11	Charges for supply of AC TAXI (Toyota Innova Crysta 7+1 Seater) Petrol /Diesel /CNG / Electric Version for Six-hours with minimum running of 60 Km as per scope of work for local use in and around Bangalore.	Per Vehicle for 6 Hrs.	13	To be uploaded in GEM	To be uploaded in GEM

12	Charges for supply of AC TAXI (Toyota Innova Crysta 7+1 Seater) Petrol /Diesel /CNG / Electric Version for Eight-hours with minimum running of 80 Km as per scope of work for local use in and around Bangalore.	Per Vehicle for 8 Hrs.	50	To be uploaded in GEM	To be uploaded in GEM
13	Charges for supply of AC TAXI (Toyota Innova Crysta 7+1 Seater) Petrol /Diesel /CNG / Electric Version for extra hour beyond the specified time as per scope of work for local use in and around Bangalore.	Per Vehicle per Hour	168	To be uploaded in GEM	To be uploaded in GEM
14	Charges for supply of AC TAXI (Toyota Innova Crysta 7+1 Seater) Petrol /Diesel /CNG / Electric Version for extra km run beyond the specified distance as per scope of work for local use in and around Bangalore.	Per Vehicle per Km	8037	To be uploaded in GEM	To be uploaded in GEM
15	Charges for Local Batta (11:00 P.M to 06:00 A.M) against supply of AC TAXI (Toyota Innova Crysta 7+1 Seater) Petrol /Diesel /CNG / Electric Version as per scope of work for local use in and around Bangalore.	Per instance	17	To be uploaded in GEM	To be uploaded in GEM
16	Charges for supply of AC TAXI (Toyota Innova Crysta 7+1 Seater) Petrol /Diesel /CNG / Electric Version as per scope of work for outstation use with running of minimum 300 Km per day.	Per day	19	To be uploaded in GEM	To be uploaded in GEM
17	Charges for Out station Batta (06:00 A.M to 11:00 P.M) against supply of AC TAXI ((Toyota Innova Crysta 7+1 Seater) Petrol /Diesel /CNG / Electric Version as per scope of work for local use in and around Bangalore.	Per instance	19	To be uploaded in GEM	To be uploaded in GEM
18	Charges for Out station Batta (11:00 P.M to 06:00 A.M) against supply of AC TAXI ((Toyota Innova Crysta 7+1 Seater) Petrol /Diesel /CNG / Electric Version as per scope of work for local use in and around Bangalore.	Per instance	19	To be uploaded in GEM	To be uploaded in GEM
19	Charges for supply of AC Tempo Traveller for Eight-hours with minimum running of 40 Km as per scope of work for local use in and around Bangalore.	Per Vehicle for 8 Hrs. duty and 40 Km running	13	To be uploaded in GEM	To be uploaded in GEM

20	Charges for supply of AC Tempo Traveller for extra hour beyond the specified time as per scope of work for local use in and around Bangalore.	Per Vehicle per Hour	33	To be uploaded in GEM	To be uploaded in GEM
21	Charges for supply of AC Tempo Traveller for extra km run beyond the specified distance as per scope of work for local use in and around Bangalore.	Per Vehicle per Km	367	To be uploaded in GEM	To be uploaded in GEM
22	Charges for Local Batta (11:00 P.M to 06:00 A.M) against supply of AC Tempo Traveller as per scope of work for local use in and around Bangalore.	Per instance	3	To be uploaded in GEM	To be uploaded in GEM
23	Charges for supply of AC Tempo Traveller as per scope of work for outstation use with running of minimum 300 Km per day.	Per day	3	To be uploaded in GEM	To be uploaded in GEM
24	Charges for Out station Batta (06:00 A.M to 11:00 P.M) against supply of AC Tempo Traveller as per scope of work for local use in and around Bangalore.	Per instance	3	To be uploaded in GEM	To be uploaded in GEM
25	Charges for Out station Batta (11:00 P.M to 06:00 A.M) against supply of AC Tempo Traveller as per scope of work for local use in and around Bangalore.	Per instance	3	To be uploaded in GEM	To be uploaded in GEM
Total Offer value excluding GST (A) (₹)					To be uploaded in GEM
GST@.....% (B) (₹)					To be uploaded in GEM
Total Offer value excluding GST (C=A+B)(₹)					To be quoted in GeM Portal

Note:

- 1. Vendor shall quote Lump sum offer value including GST in GeM portal.**
- 2. Vendor under RCM shall also quote their offer including GST in GeM portal.**