



NOTICE INVITING TENDER

Tender Enquiry No.: TE 465

Date: 21.03.2020

BHEL-FSIP, Jagdishpur invites bid in two part bid system (Part-I: Techno-commercial Bid; Part II: Price Bid) for following work from experienced and financially sound bidder who fulfill the qualifying criteria contained in the tender document.

1. **Description of work:** Hiring 03 No vehicles (Car) for operation at transport pool at BHEL FSIP Jagdishpur.
2. **Scope of Work:** As per STC Clause 2 at pg 31
3. **Quantum of work:** As per STC Clause 2 at pg 31
4. **Duration of Contract:** As per STC Clause 4 at pg 31
5. **Cost of tender Document:** Rs. 1180/- (Inclusive of GST @ 18%)
6. **EMD Amount:** Rs. 39574/-
7. **Due Date and Time for Submission of Bid:** 31.03.2020 (02:59 PM)
8. **Due Date and Time for Opening of Techno-Commercial Bid:** 31.03.2020 (03:00 PM)
9. **BHEL** reserve the right to accept or reject any of the bid/all bids or cancel/withdraw the invitation for bid without assigning any reason whatsoever and in such case no bidder/intending bidders shall have any claim arising out of such action by BHEL.
10. **BHEL** can accept/reject any or all tenders fully or partly, reduce/increase quantum of work without assigning any reasons thereof.
11. **Mode of Submission of offer:** Being e-tender, offer will be submitted online through e-tender portal: <https://bhel.abcpurchase.com>. Offer to be submitted only on e-procurement portal. Hard copy of offer is not required to be submitted to BHEL-FSIP. **Any offer received in Hard copy shall not be accepted and straightway rejected by BHEL-FSIP**

Enclosures to Tender Enquiry:

1. **Section-I: General Terms and Conditions**
2. **Section-II: Special Terms and Conditions**

Note:

1. The contractors may personally visit the work place to understand the scope of work before submitting their bids.
2. For relevant details please visit our website www.bhel.com and <https://bhel.abcpurchase.com>. All subsequent corrigendum/amendment shall be published only on website. Hence, bidders are advised to always be in touch with our said website until the tender is finally opened.

Fabrication, Stamping & Insulator Plant, Jagdishpur Industrial Area, Distt. Amethi (UP) 227 817, INDIA
Tel.: + 91 5361 224154; FAX: 27 0057; web site: www.bhel.com,
Registered & Corporate Office: 'BHEL House', Siri Fort, New Delhi 110 049



SECTION-I
GENERAL TERMS AND CONDITIONS

1. DEFINITIONS:

The following terms and expressions shall have the meaning hereby assigned to them, except where the context otherwise requires:

- 1.1 'BHEL' shall mean Bharat Heavy Electricals Limited, a Company registered under the Indian Companies Act, 1956 with its Registered Office at BHEL House, Siri Fort, New Delhi, Pin-110049 through its office at FSIP-Jagdishpur or its authorized Officers or its Engineers or other employees authorized to deal with any matters with which these persons are concerned on its behalf.
- 1.2 'CONTRACTOR' or 'FIRM' shall mean the individual, firm or Company who is enlisted with BHEL for providing the services and shall include their executors, administrators, successors and permitted assigns.
- 1.3 'CONTRACT' or 'CONTRACT DOCUMENT' shall mean and include guidelines and declarations of the registration, the General Terms & Conditions and Statutory Compliances, schedules of quantities, accepted appendices of rates, if any, technical specifications, special specifications, if any, Letter of Intent, agreement & the work order, issued by BHEL. Any conditions or terms stipulated by the bidder in the tender documents or subsequent letters shall not form part of the contract unless specifically accepted in writing by BHEL and incorporated in the work order.
- 1.4 'TENDER DOCUMENTS' shall mean Instruction to Tenderers, General Terms & Conditions, Special Terms & Conditions, Tender Specifications including drawings and all other documents issued to the bidder against invitation of bid.
- 1.5 'LETTER OF INTENT' shall mean the intimation by a letter / email / fax to the bidder that the tender has been accepted in accordance with provision contained in that letter. The responsibility of the contractor commences from the date of issue of this letter and all the terms and conditions of contract are applicable from this date.
- 1.6 'APPROVED, DIRECTED or INSTRUCTED' shall mean approved, directed or instructed by BHEL Shop Engineer / Shop- in-charge/ Concerned authorities.
- 1.7 'WORK' or 'CONTRACT WORK' shall mean and include the work to be done in relevant work category by the firm or as specified in the Tender documents.

2. OFFICIAL SECRET ACT :

The contractor shall give an undertaking under the official secret Act for maintaining secrecy of the drawings, documents or other records connected with the work given to them. The contractor shall return all the drawings/documents given to them. A third party non-disclosure agreement as per annexure-G shall be submitted.

3. MODE OF COMMUNICATIONS:

Generally, all communications, references etc. shall be delivered through Letter/Fax/ E-Mail or given to the authorized supervisor. It will be undertaken that the contractor has read and understood the message, within three days of the delivery, even if they have not received / not opened/ having technical problems on their side. Contractor shall communicate their change of authorized supervisor, email address in advance.



4. SECURITIES:

4.1 EARNEST MONEY DEPOSIT (EMD):

4.1.1 EMD is to be paid by bidder for securing fulfilment of any obligations in terms of the NIT. Offer should be accompanied with Earnest Money as specified in NIT through The EMD may be accepted only in the following forms:

- Electronic Fund Transfer credited in BHEL account (before tender opening). EFT shall be made in Bank Account No.: 10405292240 of SBI, IGFC branch, I A Jagdishpur, IFSC No. SBIN0009072. Receipt of EFT Transfer from bank shall be enclosed with technical offer.
- Fixed Deposit Receipt (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)
- In addition to above, the EMD amount in excess of Rs Two Lakh may also be accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for at least six months.
- The EMD shall not carry any interest.

4.1.2 In case of unsuccessful bidder, the EMD will be refunded after finalization of the tender.

4.1.3 BHEL reserves the right of forfeiture of EMD, in case the successful bidder who:

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

4.2 SECURITY DEPOSIT (SD):

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

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

4.2.3 The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:

- Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL (payable at Ind. Area Jagdishpur). EFT shall be made in Bank Account No.: 10405292240 of SBI, IGFC branch, I A Jagdishpur., IFSC No. SBIN0009072. Receipt of EFT Transfer from bank shall be submitted to BHEL.
- Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.

(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.)

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



- 4.2.4 If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.
- 4.2.5 The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of the authority competent to award the work.
- 4.2.6 Security Deposit shall be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract.
- 4.2.7 The Security Deposit shall not carry any interest.

5. SUBMISSION OF OFFER / TENDER:

- 5.1. The bid is invited in either two part or single part as specified in NIT. In case of two part bid system offer shall be submitted as per following:
- 5.1.1. Part I: Techno commercial Bid: Techno commercial bid should be filled as per ANNEXURE-H to this section and should contain documents in the same order as listed there along with Documents for Pre-qualifying requirements, if applicable.
- 5.1.2 Part II (Price) Bid: Price bid should contain only Price Offer to be submitted strictly as per given format of Price Schedule given in the tender document. The Price Bid not submitted as per Price Schedule may not be considered.
- 5.1.3. Part I and Part II Bids should be put in separately sealed envelopes and each envelope must be marked clearly as “Techno commercial Bid” or “Price Bid” as the case may be. NIT Number and bidder’s name & address should also be clearly mentioned on these envelopes. These two envelopes must be put in a bigger envelope and sealed properly. Top of the outer cover/envelop should contain following information:
- Tender Enquiry No. & Title of Work
 - Bid Opening date & time
 - Address/Venue of Bid Submission
 - Bidder’s Name & Address

Technical bid and price bid should be submitted in separate sealed envelopes. In case the bids are found in one single envelope then the “bids” are liable to be rejected.

- 5.1.4 In case of single part bid system, Techno-commercial bid and price bid should be submitted in single sealed envelope.
- 5.1.5 All papers/documents should be ink signed and rubber stamped by the bidder.
- 5.2 The bidder shall quote the rates in English Language using international numerals. These rates shall be entered in figures as well as in words. For the purpose of the tender, the metric system of units shall be used.
- 5.3 All entries in the tender shall either be typed or be written in ink. Overwriting or cutting is not acceptable.
- 5.4 The tender shall be submitted on or before the time & date specified in NIT & shall be dropped into tender box as specified in NIT.



- 5.5 Tenders can be submitted personally/courier/post. The tenders received after the due date and time of submission will be rejected.
- 5.6 Tenders shall be opened by authorized officers of BHEL at the above mentioned address at the time and date specified in the NIT in the presence of such of those bidders or their authorized representative who may like to be present.
- 5.7 The offers should be strictly in accordance with the tender specifications & General Instructions to the bidder. Should the bidder require any clarification on the tender specification, or is interested in offering any deviation from the tender specification, he shall contact the authority inviting the tender for clarification before submission of the tender. No deviation w.r.t. terms & conditions of the tender are acceptable.
- 5.8 If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document.
- 5.9 Before tendering, the bidder is advised to inspect the site of work and the environments and be acquainted with the actual working and other prevalent conditions, facilities available etc. No claim will be entertained later on grounds of lack of knowledge.
- 5.10 Validity of Offers: The offer should be valid at least for a period of **90 days** from the date of opening of tender. In case Bharat Heavy Electricals Limited (BHEL) calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer, which shall be binding, on the bidder. All expenses for attending such negotiations are to be borne by the bidder.
- 5.11 The acceptance of tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights to reject any or all the tenders.
- 5.12 Conditional and unsigned tenders, tenders containing absurd or unworkable rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions, specifications, etc., are liable to be rejected.
- 5.13 If the bidder deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract, if awarded and forfeit the Earnest Money / Security Deposit / any other moneys due.
- 5.14 Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the Bidder who resorts to canvassing are liable to be rejected.
- 5.15 In case of non-conformities/errors/discrepancies are observed between the quoted prices in figures and that in words, following guidelines shall be followed:
- (a) If, in the price structure quoted for the required goods / services / works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly. Unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
 - (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected and
 - (c) If there is a discrepancy between words and figures, the amount in words shall prevail unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.



- (d) If there is such discrepancy in an offer the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
- 5.16 BHEL reserve the right to accept or reject any of the bid/all bids or cancel/withdraw the invitation for bid without assigning any reason whatsoever and in such case no bidder/intending bidders shall have any claim arising out of such action by BHEL.
- 5.17 BHEL can accept/reject any or all tenders fully or partly, reduce/increase quantum of work without assigning any reasons thereof.

6. SIGNING OF TENDER DOCUMENTS

The tenderer shall furnish following, duly enclosing documents relating thereto for the person who signs the tender documents:

- 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.
 - Power of Attorney: An attested copy of the Power of Attorney, in case an individual other than the sole proprietor signs the tender shall be submitted along with the tenders.
 - Sole Proprietor-ship Firm: Undertaking on oath (Rs. 100 stamp paper) that Proprietor is solely responsible for all rights and liabilities while working under the name and style of Sole Proprietorship firm namely (_____)
 - In case of Partnership Firms: The names of all the partners and their address. A copy of the partnership deed duly certified by the Notary Public/ Deed registered at the office of Registrar of Firms shall be enclosed. The tender must be signed by all the partners of the firm or by the managing partner who has power to do.
 - Company: Certified copy Memorandum of Association, Article of Association and Incorporation Certificate.
 - Society: Registration certificate issued by Registrar of societies.
- BHEL will not be bound by any other power of attorney granted or the change in composition of the firm made after the execution of the contract agreement. They may, however, recognize such power of attorney or change in status only after legal advice.

7. PRICE SCHEDULE (PRICE BID):

- Rate should be quoted strictly as per prescribed Price Schedule.
- Rates to be quoted in figures and words by the Contractor.
- There should not be any corrections in price bid contradictory to the above the offer will be liable for rejection.
- The rate quoted should be kept firm during the execution of contract and no extra payment will be reimbursed to the contractor by BHEL. No increase in rate of DA / Wages hike shall be reimbursed to the Contractor. Contract shall anticipate such hike and quote in the tender.
- Rate quoted above shall be inclusive of minimum wages as per govt. rules, additional wages as per BHEL rules, all statutory requirements like PF & ESI, Uniform, shoes, PPEs, bonus, machinery charges, Consumable cost, supervision charges and all other charges as per scope of work, as applicable exclusive of service tax. Service tax, if applicable shall be paid extra at actual.



8. EVALUATION OF OFFERS

- 8.1 Technical-cum-Commercial Bid (Part-I) shall be opened first on due date specified in NIT.
- 8.2 The bidders shall be evaluated as per Pre-qualifying and techno-commercial requirements mentioned in the tender documents.
- 8.3 BHEL Reserve the rights to evaluate the bid as per BHEL policy norms and Govt. guidelines. The decision of BHEL for evaluation of bids shall be final and binding to bidder.
- 8.4 Price Bid (Part-II) shall be opened only of Technical-cum-Commercial qualified bidder.
- 8.5 The bidder shall submit complete price of the package. Total price of the package (Price Schedule) shall be compared for purpose of arriving at L1.
- 8.6 Any discount/revised offer submitted by a bidder on its own shall be accepted provided it is received on or before the due date and time of offer submission (i.e part-1 bid). The discount shall be applied on pro rata basis to all items unless specified otherwise by the bidder.
- 8.7 Unsolicited discounts/ revised offers given after Part-I bid opening shall not be accepted.
- 8.8 Evaluation of the offer will be strictly based on the information submitted by the bidder. In view of this the bidder is requested to go through tender document carefully and furnish all details clearly. Missing information may not be asked by BHEL.
- 8.9 In case of tie between two or more than two bidders for L1 price. Bids shall be called for discount on price offered in sealed envelope from all the L1 bidders.
- 8.10 BHEL reserve the right to split the work in two or more bidders, if required. If not specified, total work in full shall be ordered on a single party i.e. L-1 bidder.
- 8.11 BHEL reserves its right to negotiate with the Bidder and/ or go for Reverse Auction (RA).

9. REVERSE AUCTION:

- 9.1 BHEL may go for Reverse Auction (on line bidding on Internet) instead of opening the submitted sealed price bid. Bidder should confirm participation in Reverse Auction along with Techno-Commercial Bid.
- 9.2 The decision to go for Reverse Auction will be taken after techno-commercial evaluation. Only technically and commercially acceptable bidders shall be eligible to participate in reverse auction. Information and general terms and conditions governing RA shall be communicated to technically and commercially acceptable bidders.
- 9.3 In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids already submitted and available with BHEL shall be opened as per BHEL's standard practice.

10. CONTRACT AGREEMENT

The successful bidder (Contractor) has to make an agreement with BHEL in the format prescribed by BHEL on Rs. 100/- Non-Judicial Stamp Paper at his own cost.

11. TERMS OF PAYMENT:

- 11.1 Payment shall be made, on the Nos. of Measurement units, successfully executed, by the Contractor. The contractor shall submit their clear & legible bills (in Duplicate) on Monthly basis, duly verified by concerned BHEL staff. Each bill must be enclosed with work/ activity completion report duly signed by contractor & and BHEL representative (s).
- 11.2 All payments shall be released through electronic-pay mode only.
- 11.3 BHEL shall be releasing payments against the work order after deduction of income tax at source (TDS) as per requirement of income tax rules as well as TDS under GST and BHEL will



issue appropriate certificates in this regard.

- 11.4 Service tax, if applicable, shall be paid, as per Govt. rules, to the contractor against running actual, on documentary evidence. The Service tax shall be paid extra and over the quoted rate.
- 11.5 All the terms & conditions of the contract with respect to Taxes & Duties are subject to the new taxation laws introduced from time to time (e.g., GST). The terms & conditions will be modified in accordance with the provisions of new laws (e.g., GST). The payment of Tax will be released subject to furnishing details of outward supplies of materials/services to BHEL in the Return. Also, ensure that the existing contracts, which spill over, to the date of implementation of new GST laws are modified accordingly.
- 11.6 The GST Credit entry maintained by GSTN to the BHEL Accounts on 'GSTN Common Server' must be ensured by the contractor. In absence of the same or any loss of GST Credit due to the fault contractor, shall be recovered/not payable to the contractor.
- 11.7 No interest shall be payable by BHEL on Earnest Money, Security Deposit or on any money due to the firm by BHEL.
- 11.8 Firm shall arrange his own finance for smooth execution of contract, wages payment, other statutory payments to his employees and all other agreed conditions.
- 11.9 Normally, payment shall be made within 45 days of receipt of clear and accepted bill at BHEL's execution department.
- 11.10 Clarifications from the contractors on bills will be intimated in one go within 07 days of receipt of clear bills, generally. Further, contractors are also required to submit the clarification in one go by next 07 days of receipt of clarification letter from BHEL.

12. PENALTY :

For delays beyond the specified schedule given in tender document, if attributable to contractor, penalty shall be applicable as per terms given in NIT. Cost of rejection/rework, as appropriate shall be recovered from contractor as compensation for defective job done.

13. SAFETY AND OCCUPATIONAL HEALTH:

The contractor has to assume full responsibility of the safety of the vehicles/ equipments, crew and to comply with the security/ safety regulations of BHEL and Government, as applicable, inside the BHEL factory. The contractor is required to keep and maintain first aid box at work place at his own cost.

14. FORCE MAJEURE:

Notwithstanding anything contained in this Contract, neither the Contractor and nor the BHEL shall be held responsible for total or partial non execution of any of the contractual obligations, should the obligation be made impossible due to concurrence of a Force Majeure which will include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotion's, insurgency, sabotage, act of public enemy, acts of god, epidemics and act of Govt. over which the contractor or BHEL has no control.

15. ARBITRATION:

All disputes arising in connection with the contract shall be settled by mutual consultation. If no agreement is reached, the dispute shall be settled in accordance with Arbitration and conciliation Act, 1996 and the rules made there under. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of Unit- FSIP, Jagdishpur. The award of the arbitrator shall



be final and binding on both the parties. The venue of the arbitration shall be at Amethi (U.P.). The award to be given by the Arbitration shall be a speaking award. All questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of Sultanpur (U.P.), court.

16. JURISDICTION:

The contract shall be governed, by the law for the time being in force, in the Republic of India. Any matter of dispute arising out of or in connection with this contract shall be under jurisdiction of Sultanpur (U.P.), court only.

17. RIGHTS OF BHEL :

BHEL reserves to itself, the following rights without entitling the Contractor to any compensation. Resorting to any, some, all of the actions like Contract termination, recovering the dues/ losses from the Security Deposit and the contract amount, forfeiting the Security Deposit, getting the work done through other agencies at the cost of the contractor, cancellation of registration, banning the business with BHEL etc., in any event of the followings:

- a) Contractor's repeated poor performance, withdrawal from or abandonment of the work, except in force majeure conditions.
- b) Serious lapse in performance, Persistence disregard of the BHEL instructions.
- c) Insolvency of the contractor.
- d) Assignment, transfer, subletting of the contract work.
- e) Non-fulfilment of any contractual obligations or obligations under the law.

18. RISK AND COST:

If the Contractor fails to perform/execute the work within time or fail to perform as per the specification prescribed in tender or acted in violation to prescribed terms and conditions, BHEL shall be entitled to terminate the Contract and take recourse to alternate source to get the work done at the risk and cost of the Contractor. In such case Contractor shall make good the loss to BHEL. BHEL shall be entitled to recover the difference in cost, if any incurred by BHEL due to getting the work done from alternate source. However, in such case Contractor shall not be entitled for any gain.

19. TERMINATION

This contract may be terminated at any time without paying any compensation whatsoever to the Contractor in case of misbehaviour, disobedience, dishonesty, clandestine insolvency, any court order or any other related activities on their part or their failure to fulfil the terms and conditions of this contract or agreement.

BHEL reserves the right to terminate contract awarded for any contravention of statutory provision or any other reasons without assigning any explanation or notice to the contractor.

20. EXTENSION

The contract may be extended as per BHEL's policy on mutual agreement of BHEL and the contractor.

21. PREFERENCES FOR MSMEs:

Following preferences/benefits shall be given to MSEs in line with Public procurement policy for Micro and Small Enterprises (MSEs), 2012:

- a. The tender documents shall be issued free of cost to MSEs.



- b. MSEs are exempted from payment of Earnest Money Deposit (EMD).
- c. In tender, Micro and Small Enterprises quoting within the price band of L1+15% shall be allowed to supply the requirement of at least 25 % of the tender quantity subject to condition that such Enterprises bring down their price to L1 price where L1 price is from other than a Micro and Small Enterprise. If L1 offer is from a Micro / Small Enterprise, this provision will not be applicable. In case more than one Micro and Small Enterprise is there within this span, the supply shall be shared proportionate to the tender quantity.

Note: Special provision for Micro and small enterprises owned by SC or ST: -

Sub target of 25% (i.e. 6.25 % out of 25%) would be earmarked for procurement from Micro and Small Enterprises owned by the Scheduled Caste or Scheduled Tribe Entrepreneurs provided that in event of failure of such Micro and Small Enterprises to participate in the tender process or meet the tender requirements and the L1 price, the 6.25 % sub-target for procurement ear-marked MSE owned by Scheduled Caste or Scheduled Tribe Entrepreneurs shall be met from other MSE Enterprises/s.

Note: Special provision for Micro and small enterprises owned by women: -

Minimum of 3 % reservation for women owned MSEs within 25% reservation.

MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed at Annexure -D where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents is not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer.

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

- d. All other applicable benefits, if any shall be given to MSE bidders as per guidelines of GOI issued time to time.

22. TERMS & CONDITIONS FOR CONTRACTORS FOR DEPLOYMENT OF CONTRACT LABORERS UNDER SERVICE OR WORKS CONTRACT

22.1 LABOUR LICENCE AND OTHER REQUIREMENTS

- 22.1.1 Contractor shall within 15 days of commencement/completion of work-order submit Form VI-A to RLC office. The first & final bill shall be processed only on clearance regarding submission of Form VI-A by contractor.
- 22.1.2 Contractor shall apply for Form V to BHEL for obtaining labour license (if the number of workers deployed is more than 19) from appropriate government (as on date Central Government) and submit the same within one month from the date of award of the contract. Contractor shall



possess separate valid Labour license from appropriate government for each contract in line with CL(R&A) Act before deploying their employees.

- 22.1.3 In case the number of employee desired to be deployed by the contractor against the contract during execution exceeds the number of employees allowed in the license then the contractor shall obtain prior amended valid labour license for the contract for the requisite number of employees.
- 22.1.4 The contractor cannot deploy the contract worker without obtaining requisite Labour licence from the Appropriate Government (Central Govt.) authority. Till then the contractor shall be allowed to deploy maximum 19 workers or the numbers required whichever is less.
- 22.1.5 The contractor shall also have to submit copy of PAN card and latest IT return.
- 22.1.6 The contractor must possess Service Tax Registration number under relevant code head.
- 22.1.7 The contractor should possess VAT/TIN Number if material is supplied/consumed. The contractor should not be disqualified from bidding in case the contractor does not have TIN No. However, he shall have to produce TIN No. before opening of Price bid.

22.2 APPOINTMENT AND ENTRY IN FACTORY PREMISES

- 22.2.1 The contractor shall submit the request for issuance of gate passes of their workers along with following documents to HR Department through contracting department in the format given by BHEL:
- a. Identity Proof (Voter ID/ Aadhar).
 - b. Police Verification Certificate by appropriate authority or Character certificate issued by District Magistrate's Office or Proof of remittance of fees for character certificate at District Magistrate's Office. Further, he should submit the character certificate within 30 days failing which he will be discontinued.
 - c. Copy of employment card issued by contractor to his own worker.
 - d. The firm shall arrange the working permission beyond normal working hours on their own, if required.
- 22.2.2 After submission of documents as in Para 2.1, the contractor shall issue photo identity card to the labour and submit to HR department. This identity card shall be forwarded by HR department to BHEL Security, which shall then authorize the labour to enter the factory premises initially for a period of one month.
- 22.2.3 The photo identity card shall have to be revalidated in every three month on last working day of the month or any other date fixed to do so. In absence of such revalidation, duly forwarded by HR department, BHEL Security shall not allow any labour to enter the premises of BHEL FSIP Jagdishpur.
- 22.2.4 The contractor shall maintain a register of persons employed by him in the format prescribed under Rule 75 of Contract Labour (R&A) Central Rules.

22.3 BILLS PAYMENT, ATTENDANCE AND PAYMENT OF WAGES:

- 22.3.1 The Contractor shall pay wages to all his Laborers as prescribed by the BHEL HR from time to time based on U.P. government norms.



22.3.2 In addition to minimum daily wages above, an **additional wage** has also to be paid by the Contractor to all his Laborers as per following rates as per BHEL guidelines:

Sl. No.	Type of Labour	Additional daily wage to be paid in (Rs.) as on date 01.04.18
1	Unskilled Worker (USW)	123.07
2	Semi-skilled Worker (SSW)	142.30
3	Skilled Worker (SW)	157.69
4	Highly Skilled Worker (HSW)	157.69

This additional amount will also attract all statutory deductions and payments.

22.3.3 Contractor shall ensure payment of wages as applicable on or before seventh day of each month.

22.3.4 Wages payment shall be made by Contractor to the Laborers through bank only and shall maintain proper records of their timely disbursement. Contractor shall issue wages slips to his laborers.

22.3.5 The payment of wages to the workers shall not be subject to payment against the bills by BHEL. Bills to be issued within period specified in GST.

22.3.6 The contractor shall submit bills to the contracting department only after payment of wages for previous months.

22.3.7 The contractor's bills should be accompanied with the following:-

- Copy of Measurement Book entries / Statement of work done / work completion report by the Contractor duly verified by concerned BHEL representative(s).
- Self-Declaration of Minimum Wages of labours deployed by him under the Service contract, PF/ESI no., statutory deductions etc.
- PF and ESI challans for previous month-separate for concerned Service contract. Print of online challan along with list of contributing contract workers for ESI duly certified by the contractor.
- Wage payment sheet for the bill period.
- Statement of material supplied by the contractor, if any
- Copy of Labour Licence if increase in no. of labours deployed against Work Order if applicable.
- In cases where the payment to the contractor is due only after completion of work and the payment is not made monthly then the contractor shall have to produce documents as enumerated in respect of all workers deployed by him against the contract, for each month separately, along with final bills.

22.3.8 The contractor shall remit the cheques favouring RPFC and ESI Office with the appropriate banks with such period as stipulated under relevant provisions. Last date for remittance of PF is 15th and that in case of ESI is 21st of each month.

22.4 PROVIDENT FUND (PF)

22.4.1 The contractor should get independent EPF code before deployment of his contract worker against work contract.

22.4.2 The Contractor should allot PF account number and get the nomination form, duly filled in, from each worker deployed by him at the time of joining. Each worker must have his/her Provident Fund KYC completed and his respective UAN must have been allocated.



22.4.3 In case the worker already has PF/pension account number, allotted to him, previously, then the contractor shall get the transfer form filled up at the time of joining and send to the office of concerned Regional Provident Fund Commissioner.

22.4.4 After termination of contract the contractor shall provide due assistance to the labour for withdrawal of PF/pension amount, when due.

22.4.5 The Contractor shall liaison with the PF officials to get the annual PF slips and distribute amongst his own workers. Security deposit shall be released only after submission of PF slips of workers.

22.4.6 PF CONTRIBUTION:

<u>Employee's Contribution</u>	<u>Employer's Contribution</u>
12.00%	13.00 %

The PF Contribution may change as per Govt. notification.

22.4.7 The Contractor shall submit annual returns in Form-6A and Form 3A, prescribed under statutory EPF scheme, 1952, in respect of each worker deployed by him with a copy to HR.

22.5 EMPLOYEES STATE INSURANCE (ESI)

22.5.1 The Contractor should allot ESI account number and get the nomination form, duly filled in, from each labour deployed by him at the time of joining.

22.5.2 At the time of joining the contractor shall get the self/family registration form filled by the workers and submit to the local ESI office.

22.5.3 The contractor shall facilitate collection of issued ESI cards by his worker. Only those workers shall be allowed entry into factory premises who have valid ESI Card.

22.5.4 ESI CONTRIBUTION :

<u>Employee's Contribution</u>	<u>Employer Contribution</u>
0.75%	3.25%

The ESI Contribution may change as per Govt. notification

22.5.5 The Contractor shall submit annual returns in Form-6 prescribed under ESI Act, deployed by him with a copy to HR and finance department.

22.5.6 The Contractor shall produce the following Registers and forms as per Contract Labour (R & A) Rules 1971 for inspection by the concerned BHEL Officer(s):

- Form XIII - Register of Workmen employed by contractor (Rule 75)
- Form XIV - Employment Card issued by contractor (Rule 76)
- Form XVI - Muster Roll 78(1)
- Form XVII - Register of Wages (Rule 78 (1) (a) (i))
- Form XVIII - Register of wages-cum Muster Roll (in case of weekly Payment)
- Form XIX - Wage Slip (Rule 78)(1) (b)
- Form XX - Register of deduction for damages of loss (Rule (78)(1) (a) (ii))
- Form XXI - Register of fines (Rule 78) (1) (a) (ii)
- Form XXII - Register of advance (Rule 78) (1) (a) (ii)



- j. Form XXIII - Register of overtime (Rule 78) (1) (a) (iii)
- k. Form XXIV - Return to be sent by the contractor to licensing officer (Rule 82)
- l. Form XII – Register of Adult Workers
- m. Form XIV – Leave with wage register

22.6 PERSONAL ACCIDENT INSURANCE POLICY:

- 22.6.1 Contractor shall buy Personal Accident Insurance (24x7) policy for all of his employees deployed under the contract before the start of work. No employee should enter the BHEL factory premises or working area without insurance cover as stated below.
- 22.6.2 The policy should cover the accidental death of workers for 24 Hrs for all the seven days of week.
- 22.6.3 The policy should be purchased from Govt. under taking company.
- 22.6.4 The coverage shall be of Rs. 5 lakhs per individual. The sum assured (Rs. 5 lakhs) shall become payable to the nominee/legal heir in the event of death due to accident of insured person.
- 22.6.5 In the event of death of any contract worker deployed by the contractor without proper insurance cover, the contractor shall be liable to pay Rs. 5 lakhs to the nominee/ legal heir of such deceased contract worker.
- 22.6.6 The copy of policy along with bill shall be submitted.

22.7 BONUS

The contractor shall be liable to pay statutory bonus under payment of Bonus Act, 1965 and the payment of bonus (amendment) act, 2015.

22.8 DISCIPLINE

- 22.8.1 The Contractor shall be responsible for the discipline of his own laborers deployed under the service contract. In case of any loss to the BHEL FSIP Jagdishpur on account of indiscipline of contract laborer then such loss shall be assessed and recovered from the running bills of the contractor or from the security deposit.
- 22.8.2 The contractor shall not employ any person who has not completed his 18 years of age and person who has attained 60 years of age. Contractor to 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. acceptable to concerned department.
- 22.8.3 The contractor, on advice of authorized BHEL official, shall immediately remove any person employed by him, who may in the opinion of such authorized BHEL official is involved in misconduct. Such person shall not be re-employed by the contractor without prior permission.

22.9 LEAVE WITH WAGES TO CONTRACT LABOUR

- 22.9.1 Guidelines as per Factories act 1948 & U P factories Rules 1950 should be strictly observed with regard to crediting / availment of leave. Register as prescribed under the said Rules should be maintained by the contractor.
- 22.9.2 The contractor will give three paid National Holidays to his employees.

22.10 SAFETY OF OPERATION

The total safety of operation and laborers is Contractor's responsibility. Contractor should provide the following Personnel Protective Equipment (PPE) and Consumables, as applicable, to each laborer during execution of the contract, at his own cost:-



- a) One pair of Uniform within two weeks of start of contract and one pair within next six months. The contractor shall be responsible to provide to his workers uniform and safety gears such as shoes, helmet and PPE . The uniform should be dark blue trousers and light blue shirt for males and dark blue trousers/salwar and light blue kurta/ kameez/top for female. The uniform should have logo of the contractor's firm/ company which shall be affixed by the contract labor on the left side of his pocket. The uniform shall be kept in neat, tidy and wearable condition. The stitching and logo charges should be borne by the contractor. Contractor shall ensure that the employees are in neat and tidy uniform and safety gear on duty. Penalty of 5% of monthly bill may be imposed if the workers are not found in prescribed uniform and safety gears.
- b) One safety helmet per annum, (within two weeks of start of contract).
- c) One pair of safety shoes along with two pairs of socks per annum, (within two week of start of contract).
- d) One pairs of leather hand gloves per week.
- e) Two pairs of Ear plugs per month
- f) Cora cloth / Cloth Waste 1/2 Mt. per month
- g) One soap per month.
- h) Any other relevant safety PPEs, if required.

Quantities mentioned above are minimum and may increase depending upon operation / job and contractor has to provide these items at his own cost. Each PPE items should follow BHEL Safety Engineering Standards. The contractor shall maintain a register for record of above items.

22.11 SUPERVISION OF CONTRACTOR LABORERS:

The contractor shall appoint one identified supervisor for monitoring and controlling of work and laborers. All issues regarding discipline at the works are to be supervisor's responsibility. The Contractor shall submit Power of Attorney in name of his supervisor. No extra supervision charges shall be paid by BHEL.

22.12 CONTRACT LABOUR ACCIDENTS WHILE AT WORK:

In case of medical emergencies faced by contract worker at work, first aid medical facilities in the interest of the well-being of the worker shall be provided by BHEL. Responsibility of medical treatment lies with the contractor through ESI.

22.13 PROHIBITION ON INFLUENCING AND INTERFERING ON BEHALF OF CONTRACTOR:

The Contractor shall neither try to influence, chase or interfere into the working of BHEL officials nor engage BHEL employee or any other third person for the same. In case such incident does occur, it may lead to disqualification/debarring from the contract. Any contractor shall be debarred from consideration if any of his relations is working in the product/functional group in which the contract is being issued. Before issuing tender form to any contractor for limited tender enquiry a confirmation has to be given by contractor that none of his relations are working in that product/functional group."

23. GENERAL GUIDELINES TO CONTRACTOR:

- 23.1 BHEL shall have the privity of the contract with the contractor only and will give instructions to the contractor or his authorized representative. BHEL will have nothing to do or be concerned with the employment of 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.
- 23.2 The contractor shall maintain regular contact with the designated employee(s) of BHEL and will interact on matters relating to the work awarded under this contract.
- 23.3 Contractor will ensure that the job is executed through his employees on his rolls and under no circumstances, the contractor will deploy any casual employee to carry out the job nor shall sub-contract the job.
- 23.4 Contractor shall observe Provisions of the Factories Act in respect of working hours, holidays, rest intervals, leave and overtime to his employee. No work shall be done on overtime, Sundays or on other declared holidays without written permission.
- 23.5 Contractor to should submit a copy of standing orders if engaging 100 or more workmen and shall comply with the provisions of Factories Act.
- 23.6 The contractor will comply with all the provisions regarding licensing, welfare and health, procedures, maintenance of various records and registers etc., as provided under the contract Labour (Regulation & abolition) Act, rules amendments, orders, notifications there under issued by the Appropriate Government from time to time. For non-compliance of any provisions, statutory compliance under law, the contractor shall be responsible for penalties levied by the appropriate authority under the Act. The contractor shall also be liable to comply with all other Labour and Industrial Laws and such other acts and Statutes (including Factories Act, Payment of Bonus Act, minimum wages Act, Maternity Benefit act, etc.,). Depositing of ESI, PF contribution as may be applicable is the responsibility of the contractor. For any default in compliance, the contractor shall be held responsible.
- 23.7 The Contractor shall compensate BHEL for any loss or damage to the plant/property, material of BHEL due to his workmen/representatives' negligence or otherwise during execution of work.
- 23.8 The contractor shall be responsible for all acts and omissions of their staff and liabilities arising out of the acts and omissions of such staff shall be borne by the contractor, BHEL shall in no way be responsible for any such acts, omissions or any liabilities arising there from.
- 23.9 If any accident/injury/loss/ occurs due to the operation of any equipments, to any other persons/public and the properties of BHEL/client/other agencies/third party, the contractor shall have to pay necessary compensation and other expense, so decided by the appropriate authorities/victims.
- 23.10 Only the authorized staff attached to the contracted work or representative nominated by the contractor shall be allowed entry inside the company's or any other premises during the period of contract.
- 23.11 The persons employed by the Contractor in respect of work will treated as the authorized representative(s) and shall also be held responsible along with the contractors, for any breach of the terms and conditions as provided in this contract.
- 23.12 If BHEL Executive feels that the persons deployed on job are not having required skill to perform the job, the contractor will have to replace those persons by adequately trained staff.
- 23.13 The Contractor will have to indemnify BHEL against:
- a) All claims for injury or damage to any person or property caused by his negligence of his employees whilst in BHEL premises.
 - b) Observance of Labor & Industrial Laws, including regular remittance to EPF and ESI.
 - c) All claims by way of compensation and all other types of unforeseen claims, which may arise in the period of contract.
 - d) The Contractor will accept liability for compensation in accordance with the provision of the



Indian Worker's Compensation Act, 1948, amendments thereafter and or other law for the time being in force for personal injury caused to any workmen by accident arising out of and in the course of this contract.

- e) The Contractor will indemnify the company against all payments by way of compensation or otherwise which the company may be called upon to make under the provisions of the said Acts to any workmen as aforesaid, and any cost incurred by the company in connection with any claim preferred by such workmen and or against all actions, claims and demand whatsoever in respect thereof or in respect of any loss, injury or damages whatsoever to any third person arising out or occasioned by the negligent, imperfect or improper performance of this contract by the Contractor, their workmen servants or agents.
- f) The Company shall not be held liable for any loss, damage or compensation to third parties arising from or in relation to transport operation done by the bidder, such loss, damage or compensation shall be reimbursed by the Contractor to the company together with the costs incurred by the company on any legal proceedings pertaining there to.

The Contractor will be required to submit Indemnity Bond in favor of BHEL on a Non Judicial Stamp paper of Rs. 100 value.

24. BHEL FRAUD PREVENTION POLICY:

The Bidder along with its associate/ collaborators/ sub-contractor / sub vendors /consultants /services providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website www.bhel.com and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

25. DEALING WITH BANNED SUPPLIERS/CONTRACTORS IN BHEL:

The offers of the bidders who are on the banned list as also the offer of the bidders who engage the services of the banned firms shall be rejected. The list of banned firms is available on BHEL website www.bhel.com.

- 26. SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS/CONTRACTORS:** Suspension of business dealings with Suppliers/Contractors shall be dealt as per the guidelines available on BHEL website www.bhel.com.



LIST OF ANNEXURES TO GTC

SR. NO.	NAME OF ANNEXURE	DETAILS OF ANNEXURE
1	ANNEXURE-A	DECLARATION SHEET
2	ANNEXURE-B	CERTIFICATE OF DECLARATION CONFIRMING THE KNOWLEDGE OF SITE CONDITION
3	ANNEXURE-C	CERTIFICATE OF DECLARATION CONFIRMING FIRM IS NOT BLACKLISTED / UNDER HOLD FROM BHEL JAGDISHPUR OR BANNED BY ANY UNIT/REGION/OFFICE OF BHEL AND FIRM IS NOT GUILTY BY A COURT OF LAW IN INDIA FOR ANY OFFENCE INVOLVING FRAUD, DISHONESTY AND MORAL TURPITUDE
4	ANNEXURE-D	CERTIFICATE BY CA FOR MSE BIDDERS
5	ANNEXURE-E	PROFORMA FOR SECURITY DEPOSIT BANK GUARANTEE
6	ANNEXURE-F	CONTRACT AGREEMENT FORMAT
7	ANNEXURE-G	THIRD PARTY NON-DISCLOSURE AGREEMENT
8	ANNEXURE-H	TECHNICAL BID FORMAT
9	ANNEXURE-I	INDEMINITY BOND FORMAT



(to be made on Bidder's letter head)

DECLARATION SHEET

I / We hereby certify that, all the information and data furnished by me / us with regard to this Tender are true and complete to the best of my / our knowledge. I / We have gone through the specification, conditions and stipulations in detail and understand fully the scope of work and agree to comply with the requirement and intent of specification.

I/We, further certify that I/We am/are the duly authorized representative(s) of the under mentioned bidder and a valid power of attorney to this effect is also enclosed.

I / We hereby also give our consent in acceptance of all terms and conditions of this tender without any deviation.

Date:

Name & Signature of the bidder

(Seal)



(to be made on Bidder's letter head)

CERTIFICATE OF DECLARATION CONFIRMING THE KNOWLEDGE OF SITE CONDITION

I/We hereby declare and confirm that we have visited the project site under the subject given in NIT and acquired full knowledge and information about the site conditions, wage structure, industrial climate and total work involved. We further confirm that the above information is true and correct and we will not raise any claim of any nature due to lack of knowledge of site condition.

Date:

**Name & Signature of the bidder
(Seal)**



(to be made on Bidder's letter head)

TO WHOM SO EVER IT MAY CONCERN

This is to certify that our firm is not blacklisted / under hold from BHEL Jagdishpur or banned by any unit/region/office of BHEL.

This is to certify that we / our firm is not guilty by a Court of Law in India for any offence involving fraud, dishonesty and moral turpitude

Date:

(Signature of Authorized Signatory)



ANNEXURE D

(Certificate by Chartered Accountant on letter head)

This is to Certify that M/S.
(Hereinafter referred to as 'company') having its registered office at
.....is registered under MSMED Act 2006, (Entrepreneur
Memorandum No (Part-11dated:
Category: (Micro/Small) (Copy enclosed).
Further verified from the Books of Accounts that the investment of the company as on date
..... as per MSMED Act 2006 is as follows:

1. For Manufacturing Enterprises: Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722(E) dated October 5, 2006 :

Rs.Lacs

2. For Service Enterprises: Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:

RsLacs

(Strike off whichever is not applicable)

The above investment of Rs Lacs is within permissible limit of Rs -----Lacs for Micro/Small (Strike off which is not applicable) Category under MSMED Act 2006.

Or

The company has been graduated from its original category (Micro/ Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is ----- (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide 5.0. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name -

Membership number

Seal of Chartered Accountant



ANNEXURE E

PROFORMA FOR SECURITY DEPOSIT BANK GUARANTEE

This deed of Guarantee made thisday of two thousand and by(Bank) herein after called the "The Guarantor" (which expression shall unless repugnant to the context or meaning thereof be deemed to include it's successors and assigns) in favour of M/s Bharat Heavy Electricals Limited (A Govt. of India Undertaking) a company incorporated under the Companies Act, 1956, having it's registered office at BHEL House , Siri Fort, Asiad, New Delhi 110049 through it's unit at Jagdishpur, distt, Sultanpur (UP) herein after called " The Company" (which expression shall unless repugnant to the context or meaning thereof by deemed to include it's successors and assigns)

WHEREAS(herein after referred to as the Contractor) have entered into contract arising out of Letter of Intent no. dt.....(hereinafter referred to as "the contract") for the construction of with the company.

AND WHEREAS the contract inter alia provides that the contractor shall furnish to the company a sum of Rs.....(Rupees) towards security deposit for due and faithful performance of the contract in the form and manner specified therein .

AND WHEREAS the contractor has approached the Guarantor and in consideration of the arrangement arrived at between the Contractor and the Guarantor, the Guarantor has agreed to give the Guarantee as hereinafter mentioned in favour of the company.

The Guarantor do hereby guarantee to the company the due and faithful performance, observance or discharge of the Contract by the contractor and further unconditionally and irrevocably undertake to pay to the Company without demur and merely on a demand, to the extent of Rs.....(Rupees.....) against any claim by the company on them for any loss , damage, costs, charges and expenses caused to or suffered by the company by reasons of the contractor making any default in the performance, observance or discharge of the terms, conditions, stipulations or undertakings or any of them as contained in the contract.

The decision of the company whether any default has occurred or has been committed by the contractor in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them as contained in the contract and/ or as to the extent of loss, damage, costs, charges and expenses caused to or suffered by the company by reason of the contractor making any default in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them shall be conclusive and binding on the Guarantor irrespective of the fact whether the contractor admits or denies the default or questions the correctness of any demand made by the company in any Court, Tribunal or Arbitration proceedings or before any other Authority.

The company shall have the fullest liberty without affecting in any way the liability of the Guarantor under this Guarantee, from time to time to vary any of the terms and conditions of the contract or extend time of performance by the contractor or to postpone for any time and from time to time any of the powers exercisable by it against the contractor and either enforce or forebear from enforcing any of the terms and conditions governing the contract or securities available to the company and the Guarantor shall not be released from it's liability under these presents by any exercise by the company of the liberty with reference to the matters aforesaid or by reasons of time being given to the contractor or any other forbearance act or commission on the part of the company or any indulgence by the company to the contractor or any other matter or thing whatsoever which under the law relating to sureties would, but for this provision have the effect of so releasing the Guarantor from it's liability under this guarantee.

The Guarantor further agrees that the Guarantee herein contained shall remain in full force and



effect during the period that would be taken for the performance of the contract and it's claim satisfied or discharged and till the company certifies that the terms and conditions of the contract have been fully and properly carried out by the contractor accordingly discharges this Guarantee, subject however, that the company shall have no claim under this Guarantee after..... i.e, (the present date of validity of Bank Guarantee unless the date of validity of this Bank Guarantee is further extended from time to time, as the case may be) unless a notice of the claim under this Guarantee has been served on the Guarantor before the expiry of the said period in which case the same shall be enforceable against the Guarantor notwithstanding the fact that the same is enforced after the expiry of the said period.

The Guarantor undertakes not to revoke this Guarantee during the period it is in force except with the previous consent of the Company in writing and agrees that any liquidation or winding up or insolvency or dissolution or any change in the constitution of the contractor or the Guarantor shall not discharge the Guarantor's liability hereunder.

It shall not be necessary for the company to proceed against the contractor before proceeding against the Guarantor and the Guarantee herein contained shall be enforceable against them notwithstanding any security which the company may have obtained or obtain from the Contractor shall at the time when proceedings are taken against the Guarantor hereunder be outstanding or unrealized.

Notwithstanding anything contained herein before, our liability under the Guarantee is restricted to Rs(Rupees.....). Our guarantee shall remain in force un till....., i.e, (the present date of validity of Bank Guarantee unless the date of validity of this Bank Guarantee is further extended from time to time) unless a claim or demand under this guarantee is made against us on or before.....we shall be discharged from our liabilities under this Guarantee thereafter.
Any claim or dispute arising under the terms of this document shall only be enforced or settled in the courts having jurisdictions at Jagdishpur, Distt. Sultanpur (U.P.) only.

The Guarantor hereby declares that it has power to execute this guarantee and the executants have full powers to do so on behalf of the Guarantor.

IN WITNESS whereof the(Bank) has hereunto set and subscribed it's hand the day, month and year first, above written,

Signed for and on behalf of the Bank

(Signatory...no.....)

WITNESSES:

- 1 Name and Address
- 2 Name and Address

Notes:

1. The above BG shall be executed on the non judicial stamp papers of adequate value procured in the name of the bank in the state where the bank is located.
2. The above BG is required to be sent by the executing bank directly to BHEL at the address where tender is submitted/ accepted under seal cover.



CONTRACT AGREEMENT FORMAT

Agreement No:

Date:

The agreement made on between M/s. Bharat Heavy Electricals Limited,, Jagdishpur, Distt Amethi (UP) having its registered office at BHEL House, Siri Fort, New Delhi-110049 (herein after called the contractee) the first party, (hereinafter called the Contractor) the 2nd party. Whereas through its tender enquiry no. and price bid/reverse auction held on, the contractee had called for

And whereas the contractor has submitted his offer in pursuance of said tender notice. And whereas the company has decided to accept contractors tender mentioned above as per the offered rates and conditions specified in offer subject to other terms and conditions specified in the tender enquiry/ proposed agreement and the company's contract hereto.

And whereas the contractor has agreed to enter into specified above at the rates mentioned, subject to the conditions contained hereunder:

01. This agreement shall be valid fromto.....

02. The contractor shall do as per scope of work as given in the tender document.

03. The rate for the aforesaid work shall be

04. For delays beyond the specified schedule given in tender document, if attributable to contractor, penalty shall be applicable as per terms given in NIT. Cost of rejection/rework, as appropriate shall be recovered from contractor as compensation for defective job done- **Agreed.**

05. Contractor will have to deposit Security Money as required in work order issued within seven days after award of work order.

06. Payment shall be made, on the Nos. of Measurement units, successfully executed, by the Contractor. The contractor shall submit their clear & legible bills (in duplicate) on Monthly basis, duly verified by concerned BHEL staff. Each bill must be enclosed with work/ activity completion report duly signed by contractor & and BHEL representative (s).

08. All other terms and conditions shall be as per issued to contractor by the contractee.

The security deposit and any other amount occurring to the contract will be liable for forfeiture in the event of the contractor violating any of the conditions of the contract and will be set against any claim or expenditure incurred by BHEL on account of acts of omission/negligence on the part of the contractor.

Settlement of Disputes/Arbitration- All disputes arising in connection with the contract shall be settled by mutual consultation. If no agreement is reached, the dispute shall be settled in accordance with Arbitration and conciliation Act, 1996 and the rules made there under. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of Unit- FSIP, Jagdishpur. The award of the arbitrator shall be final and binding on both the parties. The venue of the arbitration shall be at Amethi. The award to be given by the Arbitration shall be a speaking award. All questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of Sultanpur (U.P.), court.



Indemnity- That BHEL-Jagdishpur will not, in any manner be responsible for any act, omission or commission of the workers engaged by contractor and no claim in this respect will lie against BHEL-Jagdishpur. If any such claim is made against BHEL-Jagdishpur by any worker or his heirs engaged/employed by the contractor, which BHEL-Jagdishpur is obliged to discharge by virtue of any statute or any provision of law and rules due to mere fact of the workers of the contractor working at BHEL- Jagdishpur premises or otherwise, the contractor will be liable to indemnify/reimburse BHEL-Jagdishpur all the money paid in addition to the expenses incurred by him. The contractor must indemnify and keep indemnified BHEL- Jagdishpur against all losses and claims for injuries or damage to any person or property whatsoever which may arise of or in course of the operation of the contract and against all claims, demands, proceedings, damages, cost, charges and expenses whatsoever in respect of contingencies depicted herein shall be deemed as expected risk. In witness where the parties there to have here under signed the agreement.

Witness:

1. Name
Address

2. Name
Address

Signature of the Contractor

Name
Designation

Witness:

1. Name
Address

2. Name
Address

For and on behalf of
Bharat Heavy Electricals Ltd.
FSIP, Jagdishpur



ANNEXURE-G

THIRD PARTY NON-DISCLOSURE AGREEMENT

I, _____, on behalf of the _____ (Name of Company),
acknowledge that the information received or generated, directly or indirectly, while working with
BHEL on contract is confidential and that the nature of the business of the BHEL is such that the
following conditions are reasonable, and therefore:

I warrant and agree as follows:

I, or any other personnel employed or engaged by our company, agree not to disclose, directly or
indirectly, any information related to the BHEL. Without restricting the generality of the foregoing, it
is agreed that we will not disclose such information consisting but not necessarily limited to:

Technical information: Methods, drawings, processes, formulae, compositions, systems,
techniques, inventions, computer programs/data/configuration and research projects.

Business information: Customer lists, project schedules, pricing data, estimates, financial or
marketing data,

On conclusion of contract, I, or any other personnel employed or engaged by our company shall
return to BHEL all documents and property of BHEL, including but not necessarily limited to:
drawings, blueprints, reports, manuals, computer programs/data/configuration, and all other
materials and all copies thereof relating in any way to BHEL's business, or in any way obtained by
me during the course of contract. I further agree that I, or any others employed or engaged by our
company shall not retain copies, notes or abstracts of the foregoing.

This obligation of confidence shall continue after the conclusion of the contract also.

I acknowledge that the aforesaid restrictions are necessary and fundamental to the business of the
BHEL, and are reasonable given the nature of the business carried on by the BHEL. I agree that
this agreement shall be governed by and construed in accordance with the laws of country.

I enter into this agreement totally voluntarily, with full knowledge of its meaning, and without
duress.

Dated at _____ this ____ day of ____ 20__.

Name

Company

Signature



ANNEXURE-H

TECHNICAL BID FORMAT

TABLE-I

Sl. No.	Description	Please Fill
1	Name of the Firm (Bidder)	
2	Address of the Firm (Registered Office)	
3	Name of Contact Person	
4	Contact Numbers	
5	Fax No., if any	
6	Email ID	

TABLE-2

Sl. No.	Description	YES / NO	Remarks
1	Earnest Money Deposit (EMD)		EFT Details.....
2	Tender Document Cost, if applicable		EFT Details.....
3	Signed and stamped copy of tender documents		Signed and stamped Copy of all pages (all sections) of BHEL tender documents to be enclosed as a token of acceptance of all terms and conditions of the tender
4	Un-Priced bid (<i>Price bid format without prices</i>)		Signed and stamped copy Blank price bid to be submitted
5	Documents against Qualifying Requirements		Signed and stamped copies of all documents as asked under qualifying criteria of the tender to be enclosed
6	Authorization for signing Tender Documents		Valid copy of power of attorney / authorized signatory to be enclosed as a proof of authorized representative of the firm
7	Signed and stamped copies of all Annexures		Signed and stamped Copies of all Annexures A, B, C & D (D if applicable) to be submitted on firm's letter head
8	PF Code Number		Copy of the Certificate to be enclosed
9	ESI Code Number		Copy of the Certificate to be enclosed
10	PAN Number		Copy of the PAN Card to be enclosed
11	Income Tax Return (<i>of last 3 yrs</i>)		Copy of the ITR to be enclosed
12	GSTN No. & State Code		Copy of the Certificate to be enclosed
13	Validity of Offer		90 days from the date of tender Opening

Please mention "NA" if not applicable.

I / We hereby certify that, all the information and data furnished above with regard to this Tender are true and complete to the best of my / our knowledge.

We hereby accepted above
(signature & seal of bidder)

Signature of BHEL



ANNEXURE-I

INDEMNITY BOND

THIS INDENTURE made this _____ (Date) between M/s _____ (hereinafter called the 'Contractor' which expression shall, where the context or implies, be deemed to include their executors, administrators, legal heirs and assigns) as ONE PART and FSIP Bharat Heavy Electricals Limited (a Government of India Undertaking) company having its registered office at B.H.E.L. House, Siri Fort New Delhi-110049 (hereinafter called 'The Company' which expression shall, where the next so admits or implies, be deemed to include its succession in office and assigns) as the OTHER PART.

WHEREAS by _____ (Work Order No. & Date) issued by the Company which has been accepted by the contractor (hereinafter called "The said agreement") the Contractor has inter alias agreed to execute and perform the work _____ (Description of work).

The Contractor will have to indemnify BHEL against:

- a) All claims for injury or damage to any person or property caused by his negligence of his employees whilst in BHEL premises.
- b) Observance of Labor & Industrial Laws, including regular remittance to EPF and ESI.
- c) All claims by way of compensation and all other types of unforeseen claims, which may arise in the period of contract.
- d) The Contractor will accept liability for compensation in accordance with the provision of the Indian Worker's Compensation Act, 1948, amendments thereafter and or other law for the time being in force for personal injury caused to any workmen by accident arising out of and in the course of this contract.
- e) The Contractor will indemnify the company against all payments by way of compensation or otherwise which the company may be called upon to make under the provisions of the said Acts to any workmen as aforesaid, and any cost incurred by the company in connection with any claim preferred by such workmen and or against all actions, claims and demand whatsoever in respect thereof or in respect of any loss, injury or damages whatsoever to any third person arising out or occasioned by the negligent, imperfect or improper performance of this contract by the Contractor, their workmen servants or agents.
- f) The Company shall not be held liable for any loss, damage or compensation to third parties arising from or in relation to transport operation done by the bidder, such loss, damage or compensation shall be reimbursed by the Contractor to the company together with the costs incurred by the company on any legal proceedings pertaining there to.

Witness:

1. _____

2. _____

(Seal & Signed of Contractor)

Date:



SECTION II

SPECIAL TERMS AND CONDITIONS

(The 'Special Terms and Conditions' given hereunder supersede the relevant terms and conditions given in 'General Terms and Conditions')

1. QUALIFYING CRITERIA:

Sl. No.	Description of Qualifying requirement	Documentary Proof enclosed
A. Pre-Qualification Requirements:		
1.	Bidder should have experience of having successfully completed work experience of Supply of Vehicles on hire basis with PSUs/Government Dept. /reputed private sector organizations (Similar work shall include "Supply of Vehicles on hire basis") during last 7 years ending last day of month previous to the one in which applications are invited should be any of the following: (a) Three completed/executed works each costing not less than the amount equal to Rs 7.91 Lakhs. OR (b) Two completed/executed works each costing not less than the amount equal to Rs 9.89 Lakhs. OR (c) One completed/executed work costing not less than the amount equal to Rs 15.83 Lakhs. Copy of such Orders and performance report/completion certificate/inspection clearance report/other equivalent document issued by customer for successful execution of the order is to be submitted. The value of work executed against a framework agreement shall be considered as one completed/executed order. In case of experience in other than BHEL, TDS Certificate from customer shall also be furnished.	Yes/No
2.	Average Annual Financial turnover during the last 3 years ending 31 st March of the previous financial year should be Rs 5.94 Lakhs. Audited Profit & loss account and balance sheet to be submitted for FY 15—16 , 16-17 & 17-18.	Yes/No
3.	The bidder must have at least 3 commercial vehicles in the name of the bidder (In case the bidder is offering a vehicle not registered in his name, an agreement between the bidder and vehicle owner prior to the date of bid opening, shall have to be produced. The agreement should be valid for the Contract period. The photocopies of the relevant pages of RC are to be submitted along with the offer.	Yes/No

BHEL reserves the right to verify the documents submitted by the contractor.

In case the Tenderers not fulfilling the above conditions, the offer is liable for rejection. The semi filled, incomplete Tender Documents will be rejected.



2. SCOPE OF WORK

Providing three number Diesel A/C vehicle i.e. TATA Tiago/ Maruti Dzire/ Ford Aspire or Equivalent vehicle with minimum 1100 CC and 5 seating including driver. Having fuel Diesel and Model 2018 or later with Air-Conditioning in good running condition on monthly hiring contract basis for the official use of BHEL-FSIP staff/officials as per direction of BHEL-FSIP officials subject to the terms and conditions stated below.

The bidder preferably shall own the vehicle of model not earlier than 2018 January model having minimum seating capacity of 4 persons (excluding driver) and has to be maintained in good running condition. The vehicle should be registered preferably in the name of bidder. In case the bidder is offering a vehicle not registered in his name, an agreement between the bidder and vehicle owner prior to the date of bid opening, shall have to be produced. The agreement should be valid for the Contract period.

3. EVALUATION OF OFFERS:

Lowest bidder will be decided on overall cost assuming one month hire charges
i.e. Grand total C = Total A + Total B

Individual Total will be calculated as mentioned below for evaluation purpose.

**Total A i.e. Cost for running of vehicle up to 3000 km considering rate up to 3000 Km = 3000*
Rate at Sl. No. 1 of column (b) of Price bid Format)**

**Total B i.e. Cost for running of vehicle for 1 km considering rate beyond 3000 Km = 1 * Rate at Sl.
No. 2 of column (b) of Price bid Format**

Note: However payment shall be made on actual running cost of vehicle.

- (a) Bidders will be required to quote the charges for Kilometers each category as per the Price Schedule format. In case a bidder does not quote in any of the categories, his bid will not be considered further.
- (b) Work will awarded to L1 vendor only and no splitting of work will be done.
- (c) Rates to be quoted up to two decimal places and evaluation will be done accordingly considering two decimal.

4. PERIOD OF CONTRACT: The period of contract will be for 02 (TWO) year only.

4.1 There will be the provision of extension of Contract period for further period of one year on same terms and conditions based on your satisfactory performance in all respect. In case of extension of contract the Security Deposit Bank Guarantee is also to be suitably extended with claim period of six months.

4.2 The vehicles to be supplied on hire basis under this agreement will be as per requirement of BHEL.

4.3 BHEL reserves the right to terminate the contract or part of the Contract at any time without assigning any reasons thereof by giving 15 (Fifteen) days notice in writing after issuing caution letter for two instances of unsatisfactory performances. The Agency shall not be entitled for any compensation by reason of such pre mature termination.



5. Special Terms and Conditions related to work

The bidder will be required to provide the vehicle as per following terms & conditions:

The term "Company" means BHEL-FSIP, "RE" means Resident Engineer, BHEL- Fabrication, Stamping & Insulator Plant (FSIP), Jagdishpur" and "Bidder" means Owner of the Vehicle"

5.1. Vehicle will be deployed for BHEL Fabrication, Stamping & Insulator Plant (FSIP), Jagdishpur for 24 hours duty including Holidays under the advice of Resident Engineer. Driver of vehicle should have 24 Hr mobile phone availability.

5.2 Ensuring availability of vehicle for 24 Hr during contract period is responsibility of bidder. In case of breakdown of vehicle one day period for repair and maintenance will be granted. In absence of vehicle arranging alternate vehicle will be responsibility of bidder, if alternate vehicle was not deployed then 200 Km Per day will be deducted as penalty from bill of bidder.

5.3 Vehicle may be detained beyond 12 hours of duty as may be required, for this overtime payment at rate Rs. 30 per Hr shall be paid extra after duty. Night charge per hour up to maximum Rs. 175.00 will be provided for night working.

5.4 In case of accident all formalities and liabilities will be of bidder and BHEL shall not be responsible for any dues etc. arising out of it.

5.5 Vehicles should be provided with proper tires, tool box, and with all important accessories.

5.6 Vehicle will be paid for actual reading/running during month (i.e. Grand Total III), as per any of the below mentioned vehicle running scenarios:

Sl. No.	Description of scenarios	Total I	Total II	Grand Total III
1	Vehicle Reading/running less than 3000 Kilometer per month	<u>Running cost considering 3000 Kilometer per month</u> (as per below given formula) = $\{(3000) * (\text{Quoted Per Km Rate up to 3000 Km i.e. Rate at Sl. No. 1 of column (b) of Price bid Format })\}$	<u>Diesel Cost for Kilometer less travelled than monthly limit of 3000 Km</u> (as per below given formula) = $\{((3000 - \text{Actual reading})/22) * (\text{Diesel rate per Lt during Month of Billing})\}$	Total I - Total II
2	Vehicle Reading/running equal to 3000 Kilometer per month	<u>Running cost considering 3000 Kilometer per month</u> (as per below given formula) = $\{(3000) * (\text{Quoted Per Km Rate up to 3000 Km i.e. Rate at Sl. No. 1 of column (b) of Price bid Format })\}$	—	Total I
3	Vehicle Reading/running greater than 3000 Kilometer per month	<u>Running cost considering 3000 Kilometer per month</u> (as per below given formula) =	<u>Actual reading/running cost beyond 3000 Kilometer</u> (as per below given formula) =	Total I + Total II



		{{(3000) * (Quoted Per Km Rate up to 3000 Km i.e. Rate at Sl. No. 1 of column (b) of Price bid Format)}}	{{(Actual reading -3000) * (Quoted Per Km Rate beyond 3000 Km i.e. Rate at Sl. No. 2 of column (b) of Price bid Format)}}	
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Note: Per Km Rate will be governed by PVC clause and will be updated accordingly.

5.7 No extra payment on account of any charge shall be paid, only the quoted rate shall be considered for payment. Bidder should quote the rates considering all the running and maintenance cost etc. of vehicle.

5.8 Vehicle are to operated mainly in Jagdishpur, Sultanpur , Lucknow , however in special case may be deputed for any location with UP or any location in India as per instruction of BHEL officials.

5.9 Bidder have to deploy all vehicles as per instruction of Work Order on immediate basis.

5.10 Bidder should ensure that enough fuel if filled in vehicle and maintenance and cleaning work to be done on regular basis.

5.11 For maintenance of vehicle one day permission can be taken during contract period with prior notice to BHEL official.

5.12 The cost of diesel to be borne by the Bidder of vehicle. The cost of diesel for the purpose of billing shall be the actual rate prevailing at IA Jagdishpur as per decision of BHEL.

5.13 The cost of engine oil and other day to day requirements for keeping the vehicle fit for service to be borne by the Bidder of vehicle.

5.14 Vehicle may also have to perform out station duties with night halts.

5.15 After completion of scheduled duty hours as per contract, the bidder will make his own arrangement for parking and safety of the vehicle at his own risk.

5.16 The vehicle hired must have registration certificate, fitness certificate, road tax paid challan, insurance certificate and pollution certificate or any other statutory requirement/s as per Government / RTO rule. Photocopy of the same on subsequent renewals shall be submitted to Resident Engineer (RE) or as and when demanded.

5.17 Pollution certificate as per RTO norms will have to be provided during the tenure of the contract or as and when demanded by RE.

5.18 In case of violation of any Govt. norms the penalty arising out of that shall be borne by bidders and BHEL shall not be responsible for any such claims.

5.19 Proper logbook is to be maintained by the bidder for the vehicle hired. The monthly Running Account (RA)/Final bill will be paid only after submission of complete logbook and as certified by RE.

5.20 The vehicle deployed should have standard tools, first aid kit and spare tyre in healthy condition. The vehicle should be maintained clean both inside & outside on a daily basis.

5.21 Kilometer reading meter of the vehicle shall be in healthy condition. Defective meter shall be set right within 24 hours failing which a deduction of Rs.100/- per day shall be effected.



5.23 Toll / Border Tax / Parking charges will be reimbursed by BHEL upon production of documentary evidence.

5.24 In case of non-availability of vehicle for minor / major breakdown, an alternative vehicle shall be with all valid documents shall be arranged by the Bidder. This is allowed only for Seven (7) days within which the repairs be completed.

5.25 The bidder has to pay minimum wages to the driver/s, have insurance for vehicle, and have workman compensation insurance for driver as per the Government rules and notifications from time to time considering Driver as a Semi skilled labour.

5.26 All expenses towards salary of driver/s, repair & maintenance, engine (Mobil) oil, damages due to accident, comprehensive insurance, road tax, or any other renewals, etc. shall have to be met by the Bidder of vehicle.

5.27 The Bidder has to take necessary Insurance covering for the Vehicle and the Driver/s.

5.28 The driver/s so deployed must have the valid driving license and have good behavior. Driver so employed should not be under the influence of liquor OR intoxicated during the duty hours.

5.29 In case of misbehavior by the driver/s the bidder has to take immediate action and the decision of RE in this regard will be final and binding.

5.30 The Driver / Bidder representative will meet the RE regularly to get instructions regarding the deployment of the vehicle.

5.31 Refusal to perform duty by the driver/s will be treated as non-deployment of vehicle for that particular day and deduction at the rate of three times per day rental charges will be recovered. The decision of RE will be final for effecting such penalty after evaluating the merit of such incidence.

5.32 In the event of the deployed vehicle meets with any accident, no claim on account of damage to the vehicle or the persons travelling in such vehicle, including the driver can not be claimed by the Bidder from BHEL.

5.33 Should the vehicle deployed by the bidder meet with an accident due to reasons attributable to the bidder or his employees and cause damage to the persons/property of the company, the bidder shall be liable to make good such losses in the manner as prescribed by the company.

5.34 The bidder shall cover this risk adequately by obtaining comprehensive insurance policies. The company shall not bear any expenses on this account.

5.35 The bidder shall indemnify the company from all claims for injuries caused to any person whether workmen or not while in or upon the works or the site for the same and the company shall not be liable to defend any claim brought under workmen's compensation act or any of its subsequent amendments.

5.36 The company shall further be entitled to recover the amount so paid by way of compensation under the aforesaid act or under any other law by deducting the sum from RA or from any other sum due to him.

5.37 The bill along with log book and any other document/s as required by Resident Engineer will be submitted to BHEL Admin office on completion of a month.



5.38 Invoice should contain all particulars as per invoice Rules and should include the GST registration number (GSTIN) , service accounting code (SAC) apart from all other details mentioned.

5.39 In case GST is payable on reverse charge (RCM) invoice should mention that tax is payable on reverse charge.

5.40 All services in the course of business or furtherance of business are eligible to credit subject to other compliances listed herein.

5.41 For any deficiency in services, where a recovery is made / adjusted in supplier bills, the supplier has to raise a credit note on BHEL & upload in GSTN portal. All above rules applicable for invoice also apply for credit note.

5.42 Bidders are preferred to have office located at Jagdishpur and have land phone/mobile phone/Fax facility so that they could be contacted for 24hours. Address of 24Hrs front desk/help desk for booking/cancellation.

5.42.1 In case of Individual: His full name, mailing address, Fax No., Telephone No, E-Mail ID and place and nature of business duly certified by the proprietor are to be submitted.

5.42.2 In case of Partnership Firm: The names of all the partners and their address along with a copy of the registered partnership deed, instruments or partnership duly certified by Public Notary are to be submitted.

5.42.3 In case of Companies: Date and place of registration including date of commencement of business certificate in case of Public Limited Company (Certified copies of Memorandum and Article of Association are to be furnished), Nature of business carried out by the Company and provisions of the Memorandum relating thereof as well as names and particulars including addresses of all the Directors and their previous experience, as well as their financial condition are to be submitted.

6. PVC DURING THE CONTRACT:

The hire charges during the contract period will be revised depending upon increase or decrease in price of fuel (diesel) by Government. Increase /decrease in the quoted rates per Km shall be as per following formula:-

$$\text{Increase/ decrease in per km rate} = \frac{(\text{Revised Rate of fuel per Liter} - \text{Base Rate of fuel per liter})}{\text{Vehicle average (km / Liters)}}$$

- Base Rate of fuel per liter = Diesel rate per liter as on date of tender technical bid opening date
- Vehicle average (km / Liters) = 22 Km per liter (will remain firm during contract period)
- Revised Rate of fuel per Liter = Average Rate of fuel as on month/period of RA bill.

Note: Diesel rates will be taken at IA Jagdishpur for all purpose.

Revised Rate per km = Quoted Rate +/- Increase/decrease in per km rate (as per above formula)

- This revision in hire charges will be effected for increase or decrease of fuel price by 5% or more on the base rate of fuel for rates per KM charges for all Km.



7. Copies of following documents have to be enclosed along the bid. Photocopy of the following documents is to be submitted along with this bid:-

1. Vehicle registration certificate
2. Fitness certificate
3. All UP permit / All India Permit/ Road tax paid challan (as applicable)
4. Valid Insurance certificate
5. Valid Pollution certificate.
6. Affidavit for ownership of vehicle / Agreement between Bidder & owner of the vehicle (Applicable only if bidder is not the owner of the vehicle).
7. GST Registration Certificate (if not registered, a self-declaration to register immediately on award of work)
8. PAN Certificate
9. Latest Income tax return.

All documents as applicable shall be self-certified.

8. Benefit of MSME shall be applicable

MSME will be provide benefits as per Clause 21 of General Terms and Conditions regarding preferences for MSME.

9. BUSINESS/WORK DISTRIBUTION:

The Full quantum of work i.e. 100% shall be placed on L-1 Contractor.



10. Techno-commercial Deviation Sheet

TENDER ENQUIRY NO & DATE:

WORK DESCRIPTION:

DUE DATE OF OPENING:

Mention any deviations from Tender enquiry if any, else mention “No deviation “)

We hereby confirm that except for above, there are no other Deviation from all terms and conditions mentioned in Tender documents.

Signature of Authorized

Representative /Bidder

Designation:

Name:

Date:

Name of Organization



Un-Price Bid Format

Sl. No.	Description of Item	Average Km per month (a)	AC rate Per Vehicle (Rs. Per Km) (b)	Hire amount per month (in Rs.) (c = a*b)	Hire amount per month (in Rs.) In words.
1	Monthly Hire charge (including all charges) for up to 3000 Km Run/Month (Total A)	3000	To be Quoted online	To be Quoted online	System Generated
2	Monthly Hire charge (including all charges) for Km beyond 3000 KM (Total B)	1	To be Quoted online	To be Quoted online	System Generated
	Overall Hire Charge for month (Total C = Total A + Total B)		Rs.	System Generated	System Generated

Note:

- All rates are to be quoted excluding GST.
- The rate shall be inclusive of all type of charges like Drive(s) cost, maintenance and running cost etc. (except GST charges)
- The rates shall be entered in figures.
- Lowest bidder will be decided on overall cost assuming one month hire charges**
i.e. **Total C = Total A + Total B**
Total A = Cost for running of vehicle up to 3000 km considering rate up to 3000 Km (i.e. Rate at Sl. No. 1 of column (b) of Price bid Format)
Total B = Cost for running of vehicle for 1 km considering rate beyond 3000 Km (i.e. Rate at Sl. No. 2 of column (b) of Price bid Format)
- For evaluation purpose, Diesel rate of I.A. Jagdishpur, Amethi (UP) will be considered.
- The payment shall be made according to running of vehicle as per below mentioned running/ reading scenarios.**

6.1 Vehicle Reading/running less than 3000 Kilometer per month

Monthly RA bill calculation = {(Running cost considering 3000 Kilometer per month and **Rate at Sl. No. 1 of column (b) of Price bid Format**) – (Diesel Cost for Kilometer less travelled than monthly limit of 3000 Km considering diesel rate for month of RA bill at I.A Jagdishpur)}

6.2 Vehicle Reading/running equal to 3000 Kilometer per month

Monthly RA bill calculation = (Running cost considering 3000 Kilometer per month and **Rate at Sl. No. 1 of column (b) of Price bid Format**)

6.3 Vehicle Reading/running greater than 3000 Kilometer per month

Monthly RA bill calculation = {(Running cost considering 3000 Kilometer per month and **Rate at Sl. No. 1 of column (b) of Price bid Format**) + (Actual running cost beyond 3000 Kilometer considering actual kilometer travelled beyond 3000 Km and **Rate at Sl. No. 2 of column (b) of Price bid Format**)}
Per Km Rate will be governed by PVC clause and will be updated accordingly.
For details calculations refer Special Terms and Conditions