

Tender No:PPPU:WC:12:2008

Tender Notice

Dt.25.03.2013

To

Dear Sirs,

Sub: Two Part OPEN TENDER Inviting Technical and Price Bid for supply of one number AC Tata Indica DLS Car with driver service for GM/PPPU, BHEL, Thirumayam on HIRE Basis for one year– reg.

Please submit your competitive offer for the following scope of work as per the conditions given in the WORK/RATE SCHEDULE enclosed along with the tender.

01. Scope of work : Supply of 1 No. - TATA INDICA-Model: DLS, Air Conditioned car with Driver service on Hire basis for a period of 1 year to meet the transport needs of GM / Power Plant Piping Unit (PPPU), BHEL, Tirumayam..
02. Duration of Contract : **One Year**
03. Commencement of Work : Within 15 Days from the date of Letter of Intent.
04. Last Date/Time for receipt of tender : **18.04.2013 at 10.00 Hrs**
05. Date/Time for opening of Technical Bid : **18.04.2013 at 10.30 Hrs**
06. Date/Time of Reverse Auction/Price Bid Opening : The Bidders who are technically qualified will be called Price Bid Opening. The Date / Time of price bid opening will be intimated to the Qualified Bidders separately.
07. EMD : Rs.20,000/- (Rupees Twenty Thousand only)  
EMD shall be submitted by the Bidder in the form of Demand Draft of Nationalised Bank drawn in favour of Bharat Heavy Electricals Limited, Thirumayam payable at Thirumayam.

*TENDER SUBMITTED WITHOUT EMD IS LIABLE FOR REJECTION. No Interest shall be allowed on the EMD.*

Place:  
Date:

Signature of Authorized  
Signatory with seal & full address

	<p><b>BHARAT HEAVY ELECTRICALS LIMITED</b></p> <p><b>POWER PLANT PIPING UNIT</b></p> <p><b>THIRUMAYAM- 622 507</b></p> <p><b>CONTRACTS DEPARTMENT</b></p> <p>Phone : 9489093958      E.mail : gsvvelu@bheltry.co.in      Website : <a href="http://www.bhel.com">www.bhel.com</a></p>
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**08. SPECIAL INSTRUCTIONS** :

This Tender is subject to 1.Certificate of Compliance, 2.Technical Bid, 3.Price Bid, 4.Other Applicable Charges, 5.Special Instructions, 6.Special Conditions-I, 7.Special Conditions-II,8.Conditions related to Welfare of Labours and 9.General Terms & Conditions of Contract which are enclosed.

- (a) Bidder should furnish all the General & Technical Details asked in the "TECHNICAL BID". Offers submitted with incomplete and incorrect technical details will be liable for rejection.
- (b) 1.Certificate of Compliance, 2.Technical Bid, 3.Other Applicable Charges, 4.Special Instructions, 5.Special Conditions-I, 6.Special Conditions-II, 7.Conditions related to Welfare of Labours and 8.General Terms & Conditions of Contract details asked in "TECHNICAL BID" shall be duly signed and sealed in all pages and placed in a common cover duly superscripting the cover "TECHNICAL BID" and submitted.
- (c) Bidder should furnish the RATE in the enclosed "**PRICE BID**" format and the same shall be duly signed and sealed and placed in a separate cover duly superscripting the cover "PRICE BID" and submitted.
- (d) **EMD** should be submitted in a separate cover duly **superscripting the cover "EMD"**
- (e) **Totally there will be 3 Separate covers. One cover for Technical Bid , one cover for Price Bid and another cover for EMD.**
- (f) All the above 3 covers shall be placed in a **common sealed cover and submitted** before the said due date as given above **superscripting the Tender No.& Date and Due Date.**
- (g) **Any deviation to this tender terms & conditions and schedules of this tender will lead to total disqualification of the offer submitted.**
- (h) At the time of opening of Tender, the representatives should produce the authorization obtained from the authorized signatory of the Bidder specifying the purpose. Also the specimen signature of the representative should be authorized.
- (i) BELATED and incomplete offers will not be accepted.

Thanking You,



( G. Sankaravadivelu)  
Senior Manager / Contracts  
M M Building, First Floor  
Power Plant Piping Unit  
BHEL -Thirumayam - 622507  
**Contact No. 94890 93958**  
Email: gsvvelu@bheltry.co.in

Note:- 1. The offer shall be sent to the above address

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## 1. CERTIFICATE OF COMPLIANCE

To

Senior Manager / Contracts  
M M Building, First Floor,  
Power Plant Piping Unit,  
BHEL – Thirumayam-622 507.

Sir,

**Scope of Work: Supply of One No. of Air Conditioned TATA INDICA DLS CAR with Driver Service for GM / PPPU, BHEL Thirumayam on Monthly Hire Basis for a period of ONE year.**

We have carefully read the tender specifications connected with the above tender and have understood the technical requirements and conditions to the above tender consists of

1. Technical Bid
2. Price Bid
3. Other Applicable Charges
4. Special Instructions
5. Special Conditions-I
6. Special Conditions-II
7. Conditions related to Welfare of Labours
8. General Terms & Conditions of Contract

We agree to carry out the contract tendered at the rates as offered by us in the Price Bid (Rate Schedules) submitted by us and in accordance to the terms and conditions of the subject tender.

If the contract is awarded to us the prices shall be kept firm till the completion of contract.

Draft of.....Bank bearing No. ....dated.....for an amount of Rs. 20,000/- (Rupees Twenty Thousand only) is enclosed towards EMD.

Place:  
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POWER PLANT PIPING UNIT

THIRUMAYAM- 622 507

CONTRACTS DEPARTMENT

Phone : 9489093958

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**2.TECHNICAL BID**

SL.NO.	CABS/TRAVELS COMPANY (Vendor) PROFILE	Data of the Bidder to be furnished.
1	<b>NAME OF TRANSPORT AGENCY</b>	
2	<b>** IT PAN NO. ( Copy to be enclosed for Eligible)</b>	
3	<b>Ownership Details:</b> Limited Company or Private ownership or Partnership Firm. ( Details to be enclosed)	
4	Name of contact Person Cell No:	
5	Head Office Name & Address with Phone No., Email & Fax No.	
6	Years of Experience in hiring of cars. ( Only for information NOT Essential )	
7	Name and Address of Office Phone No., Email & Fax No. (Pudukottai is preferred)	
8	Car Registration No. and date of Purchase <b>(Eligible – ** 2012 /2013 year TATA INDICA DLS Model with maximum run 10,000 KM only )</b>	

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9	Own car / Leased car	If car is leased one, Agreement is to be enclosed.
10	Colour of the car (ARCTIC SILVER / WHITE only– for Eligible)	<b>** ARCTIC SILVER / WHITE</b>
11	RC book copy ( To be enclosed)	
12	Insurance ( copy to be enclosed)	
13	DRIVER DETAILS: Driver Name & Address with contact phone / cell no.	
14	Experience of Driver. ( <b>Minimum ** THREE years of Experience is required- for Eligible</b> ) Proof to be attached	
15	Driver Educational Qualification	
16	**License & Badge No, Validity details. Xerox copy to be enclosed.	

**Note: \*\* These items are very essential for qualifying the vendor and their offers only will be considered for evaluation .**

**Incomplete and not meeting the above essential and eligibility criteria offers, will not be considered for evaluation and summarily rejected.**

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### 3. "PRICE BID" "WORK/RATE SCHEDULE"

Sl. No.	Scope of Work	Rate in Rs. ( Excluding Service Tax)
1	<b>Total Lump sum Monthly charges consists (i) Fixed hiring Charges per month + (ii) Fuel Charges for running up to 2500 km + (iii) Driver salary + (iv) Vehicle Maintenance in a Month.</b> ( Month = 30 days of operation )	Rs. _____ PER MONTH (Rupees _____ _____ ) per month ( <b>A</b> )
2	Rate per km beyond 2500 km running in a month. (Approx. 6000 kms in one year)	Rs. _____ PER KILO METRE (Rupees _____ _____ ) per kilometre ( <b>B</b> )
3	Retention charge - rate in Rs per Hour after 12 hours duty period. (Approx. 600 hours in one year)	Rs. _____ PER HOUR (Rupees _____ _____ ) per HOUR ( <b>C</b> )

**L1 will be decided based on the Minimum Total Amount for SI No.1, 2 & 3**

**ie Minimum Total Amount of { ( A x 12 ) + ( B x 6000 ) + ( C x 600 ) }**

\*\* Car should be operated from Pudukkottai as base station. ie Reporting and closing of duty is only at Pudukkottai -address as per the instruction of BHEL official.

( for rate details please refer **Other Charges** )

**Note:-**

- Vehicle may run on an average 3000 kms in a month ( Approximate only).
- First 2500 km hire charges will be as per the fixed rate against Sl. No: 1 (Payment will be considered if a vehicle is running or not running 2500 Km per month).
- For the balance distance, the hire charges will be as per the rate against Sl. No:2.  
Retention hours: on an average 50 hrs. per month. ( for rate details please refer Other Charges)  
Night Halt charges: on an average 15 Nights(approximate only) per month.
- Partial month payment will be calculated proportionately, considering 30 days of operation per month.
- Partial utilisation / deduction rate per hour will be = { **Total lump sum rate in Rs as per Sl. No:1 of price bid / 240 hrs** }
- Bills may be processed on Bi-monthly / Monthly basis on submission of error free bills to SM/Contracts with due certification by M&S official concerned.
- The rates quoted here should be exclusive of service tax and inclusive of any other taxes & duties levied or to be levied both by Central and State Government authorities. Such levies should be borne by the Contractor.
- The Quoted Rate shall be FIRM during the currency of the Contract.
- Contract period is ONE YEAR from commencement.
- Working days means including SUNDAYS and HOLIDAYS.

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### 4. OTHER APPLICABLE CHARGES

SI No.	CONDITIONS	DETAILS
a.	Daily Working hours	Minimum of 8 hrs & maximum of 12 hrs.
b.	Night Halt Charges On an average 15 halts/Month (Not Applicable for Pudukottai )	Rs 400/- per night halt.
c.	Permit Charges	As per Govt norms on production of proof in original.
d.	Toll charges	At actual on production of proof in original
e.	Parking charges	At actual on production of proof in original

NOTE:-

- No Night Halting Charges applicable in Pudukottai – the base location for operation.
- No night Halting Charges applicable in Trichy if BHEL accommodation availed on commercial rent.
- Night Halt charges includes Accommodation & food charges of Driver during night halt.
- **Combination of retention charges for actual running hours beyond 12 hours of operation and the subsequent halting charges also applicable for the continued utilisation.**

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## 5. SPECIAL INSTRUCTIONS

### GENERAL:

- This contract envisages providing 1 No. of TATA INDICA- (Model: DLS ) Air Conditioned car on Hire basis for a period of 1 year to meet the transport needs of Power Plant Piping Unit (PPPU), BHEL, Thirumayam.
- The Taxi should be A/C Indica DLS car of **2012 / 2013 year model with maximum run 10,000 KM / only.**
- The colour of the vehicle should be ARCTIC SILVER / WHITE only.
- BHEL reserves the right to terminate the contract at any point of time, if the performance is found not satisfied and the payment will be made based on the quoted rates for the corresponding usage period only.
- The taxi will be utilized by BHEL for partial / full day operation, local, out-station and ghat road section without any restriction.
- Retention charges will be paid only when the vehicle is used beyond **12 hrs** in a day operation. Fractional hours will be ignored.
- Vehicle will be used on all days including Sundays & Holidays. Based on need, required vehicle will be booked on Sundays & holidays with prior intimation.
- Transport operator must have spare driver.
- For outstation trips driver should be provided with enough money for food, accommodation and diesel.
- The Transport operator should obtain all required road permits and the expenses related to that will be reimbursed by BHEL on producing the bills.
- The rate quoted should be fixed for the entire period of contract, irrespective of the variations in fuel cost.
- The actual car parking charges incurred at Airport / Railway Stations and temples will be reimbursed by production of the original receipt without any corrections or over writings.
- The Transport operator should ensure that the Driver are available at the vehicle all the time during operation.
- The condition of the vehicle like functioning of air conditioner, condition of tyres, head-lights/indicators, horn, safety belt etc., should be good, failing which the vehicle will be removed from operation till the defects are set right and in such case the operator should provide good alternate vehicle immediately.
- The vehicle should be serviced by the authorized service stations periodically and the service report should be provided for verification by BHEL. During this period, the operator should provide good alternate vehicle immediately.
- The starting and closing km readings will be from Pudukottai to Pudukottai location specified by the BHEL official only and it will be certified by the Supervisor-in-charge of BHEL, Thirumayam.
- EMD for this Tender is Rs 20,000/- (Rupees Twenty Thousand only). EMD is to be paid in the form of Demand draft drawn in favour of Bharat Heavy Electricals Ltd., Thirumayam payable at Thirumayam on any of the Nationalized Bank. The Tender without EMD is liable to be rejected. The EMD will be converted as Security Deposit if the contract is awarded to the contractor. For unsuccessful bidders EMD amount will be refunded.
- BHEL will not be responsible for any delay/loss either in obtaining or in submission of the tender documents in time. The bidders are requested in their own interest to ensure that the completed Tender documents reach the undersigned well in time, in a sealed cover superscripting Tender No, Date & Due date.

Place:  
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**VEHICLE:**

The Transport operator should fulfil the following requirements in respect of the vehicle during the execution of the contract.

- The vehicle should be very clean both internally and externally.
- Seat cover should be washed and changed every week. Minimum 3 sets of seat cover to be provided for each vehicle.
- AC system and Audio system should function without any problem.
- Foot mat should be provided.
- Air freshener to be provided and replaced as and when required.
- Periodical service of the vehicle in respect of the vehicle/ engine/ lubrication etc. as recommended by the vehicle manufacturer to be done without fail.
- Tyres should be replaced on completion of 25000 KM running of vehicle.
- Stepney tyre should be maintained in good condition.
- Fuel should be always above half tank level.
- Jack and hand tools should be made available with the vehicle.
- Spare fuses to be available with vehicle.
- Sun film stick in the window glass should not be dark and inner side of the car must be visible for the Security Personnel without lowering the window glass.
- Provision of quality audio cassette player with FM radio facility is mandatory. But playing CD/tape recorder or radios in the taxi should be avoided within the factory premises.

**DRIVER:**

- The Transport operator should fulfil the following requirements in respect of the driver during the execution of the contract.
- Driver should be paid as per the govt. fixed minimum salary.
- Driver should possess valid driving licence.
- Driver should have minimum **3 years** driving experience.
- Driver should possess Badge number with validity.
- Driver should wear neat white uniform and shoes during the duty hours.
- Driver should avoid casual dress and footwear.
- Driver should have mobile hand set in good working condition.
- Driver should not be changed frequently.
- Driver should adhere to the instructions given by BHEL personnel-in-charge.
- Driver should first allow the passenger to get inside the car and then only driver should enter the car.
- Driver should open and close the doors for all the passengers/customers while getting into or alighting the car.
- If there is a hand luggage brought by Officials, driver has to come forward and place the luggage in the car.
- Driver should not exceed the speed limit of 20kmph within the company premises and township.

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- Driver should follow the motor vehicle rules strictly.
- Driver should wear safety belt while driving.
- Driver should not demand any money from the user.

**OPERATION:**

- The vehicle should report at Pudukottai report point at requested time, regularly to make entry and to get instructions.
- Trip sheet for taxi engaged by BHEL will be supplied by BHEL. It is the responsibility of the taxi Driver to get all the columns and each & every movement filled and get the entries signed by the user.
- In case of loss of original trip sheet BHEL reserves the right not to entertain the claim.
- The Taxi Driver should keep the relevant documents (driving License, Badge No., road tax token, registration certificate, insurance cover note, fitness certificate of the vehicle, permit etc.) with the taxi and produce as and when required by BHEL. In case of original document is not available immediately, copy of the same must be kept.
- Taxi shall be reported at the report point of Pudukottai in full readiness and cleanliness for the entire day's operation in respect of fuel availability and willingness of the Driver.
- Taxi should operate only with the "BHEL" name board supplied by BHEL during the time of operation.
- The starting and closing km readings will be certified by the BHEL personnel-in-charge.

**PENALTY:**

**Penalty for non-supply of vehicles will be levied as under:**

- A token penalty of Rs.250/- per day for short supply and in addition the excess expenditure incurred by BHEL on account of engaging an alternate vehicle will be recovered from the transport operator.
- In case of break-down of taxi while on operation, the taxi should be replaced by an alternative vehicle within 30 to 60 minutes from the time of breakdown. In case of non-replacement of vehicle in time, BHEL will arrange on its own and recover the amount from the Transport operator. Bills should be prepared combining the total kilometers and total hours of both the taxi (i.e. break down taxi and substitute taxi). No retention charges will be paid for breakdown hours.
- In case of intermediate break down of a taxi while on operation, a sum of Rs.100/- per hour (fraction breakdown hours will be rounded off to full hour) will be deducted from the particular bill for the break down hours. Otherwise, the contractor should make the taxi available additionally for the break down hours (i.e. beyond 12 hours in the case of Full day operation) if required by Transport.
- In case of major maintenance work in the vehicle provided, the replacement vehicle provided should be 2012/2013 Model.
- Any amount recoverable from Transport operator towards the loss/damage will be adjusted from the outstanding payments due from BHEL or from the security deposit.

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## PAYMENT TERMS

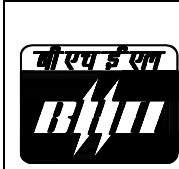
- The rates quoted should be valid for 90 days initially from the date of opening of the price bid. The rates of successful bidder should be valid for ONE year from the date of commencement of the contract.
- Hiring charges shall be paid on bi-monthly/monthly basis on completion of work and on production of necessary invoices/bills duly certified by DGM/M&S and forward the bills to Accounts / Finance Dept. – PPPU and arrangements will be done by the Accounts Dept. for the payment by RTGS/EFT and sent to the Contractor.
- On receipt of the error free bills Payment may be arranged either on 7th / 22<sup>nd</sup> of every month.
- No advance will be paid for operational expenses.

## TAXES

- As per Income Tax Act – Sec.194 C, while making payment to the Transport operator, Income tax will be deducted at source from all the Bills from the inception of the date of Contract and till the end period of Contract at the prescribed rates.
- The contractor has to register with the Central Excise and get the service tax registration number which should be printed in his letter-head/Bill. When the service tax becomes payable, only on payment of service tax at the prevailing rates as per govt. norms, the subsequent bills will be processed for payment. The service tax will be reimbursed to the contractor on production of proof for payment of the same.

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### 6. SPECIAL CONDITIONS-I

The General terms & conditions of the Contract shall be applicable to the extent that the conditions therein do not supersede these special conditions given below.

#### **(A) Rate Basis:-**

- The rates quoted here should be exclusive of service tax and inclusive of any other taxes & duties levied or to be levied both by Central and State Government authorities. Such levies should be borne by the Contractor.
- As per the latest Service Tax rules amended, the service tax has to be paid to the statutory authorities by the contractor. The contractor shall produce the proof for having paid the service tax to the statutory authorities for the previous month and submit to BHEL for payment along with the next month bill.
- Quotation should be valid for a period of three months from the date of opening of Bid.
- **The duration of Working in a day will be 12 Hours as per the direction given by BHEL.**
- Contractor has to ensure that all statutory payment as per Minimum Wages Act etc. to be taken care of while quoting. No claim in respect of payment to workmen will be entertained at a later stage. It will be responsibility of contractor to comply with statutory payments to workmen in this regards.
- It is the responsibility of the Contractor to cover their workmen under ESI or Group Insurance as applicable & PF Act.

#### **(B) Duration of the Contract :-**

- **ONE YEAR from the date of commencement.**

#### **(C) Service Tax:**

- For any service rendered, if the turnover exceeds 10 Lakhs, the Service Tax has to be necessarily paid by the Contractor.
- As per the latest Service Tax rules amended, the service tax has to be paid to the statutory authorities by the Contractor. However the service tax being paid will be reimbursed by BHEL. For this, the Contractor should produce the proof for having paid the service tax to the statutory authorities for the previous month and submit the proof to BHEL for payment along with the next month bill.
- The Contractor is primarily responsible to pay such Service Tax to the authorities concerned.

#### **(D) Important Points to be taken care of while submitting offer:**

- Should a tenderer find discrepancies or omissions in the tender documents or should there any doubt as to their meaning, he should at once address the authority inviting the tender, for clarification well before the due date, so as to submit his tender in time. (No extension of time shall be given for submission of the tender on any account).
- Conditional and late tenders, tenders containing prima-facie absurd rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in

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accordance with the tender conditions herein contained and the tenders not in original ARE LIABLE TO BE REJECTED.

- All entries in the tender documents should be in one ink. Erasures and overwriting are not permitted. All cancellations and insertions should be duly attested by the tenderers concerned.
- Rates should be quoted as per the Work / Rate schedule. Rates quoted in any other form will not be accepted and will be rejected.
- Unit rates should be quoted in figures as well as in words for all the items shown in the attached schedule. Wherever there is a difference in the two, **the rates in words will be taken as final.**
- The tender must be signed separately and legibly by Partner /Director of the Firm or by the person holding the Power of Attorney on behalf of the Firm concerned. In the latter case, a copy of Power of Attorney, duly attested by a Notary Public must accompany the tender.
- If a tenderer deliberately gives wrong information in his tender or creates conditions favourable for the acceptance of his tender, BHEL RESERVES THE RIGHT TO REJECT SUCH TENDER AT ANY STAGE.
- Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
- Canvassing in any form in connection with tenders is strictly prohibited and the tenders submitted by the Contractors who resort to canvassing will be liable for rejection.
- If a tenderer withdraws his offer after submission of the tender or after acceptance of the tender, fails to start the work in accordance with the instructions of BHEL, the Earnest Money Deposited by him shall be forfeited and the acceptance given by BHEL for the tender shall be withdrawn.
- The tender schedule and the tender shall be deemed to form an integral part of the contract to be entered into for this work.
- BHEL reserves the right to cancel the tender at any stage.

**(E) BILLS:**

- The log-book for day-to-day work executed during 12 hours/extra hours schedule should be maintained by the Contractor and the signature should be obtained from the site In-charge/Authorised Executive of BHEL on daily basis. M&S official concerned will certify the utilization of the vehicle as per the contract to enable SM/CONTRACTS/PPPU to forward the bill for payment to Accounts Department after verification. Bill can be claimed on regular intervals. Taxes, Duties if any will be recovered from the bills at sources.
- Any damage to BHEL material due to rough and faulty handling by the contractor's men will have to be made good by the contractor to BHEL. Similarly, if any damage caused to BHEL equipment/installation/property of third party in the course of work by the contractors' men, the same shall be made good by the contractor.

Place:  
Date:

Signature of Authorized  
Signatory with seal & full address

	<p><b>BHARAT HEAVY ELECTRICALS LIMITED</b></p> <p><b>POWER PLANT PIPING UNIT</b></p> <p><b>THIRUMAYAM- 622 507</b></p> <p><b>CONTRACTS DEPARTMENT</b></p> <p>Phone : 9489093958      E.mail : gsvvelu@bheltry.co.in      Website : <a href="http://www.bhel.com">www.bhel.com</a></p>
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### 7. SPECIAL CONDITIONS-II

- In case the contractor fails to operate the contract or comply with any of the contractual obligations, BHEL reserves the right to get the same done at the contractor's risk and cost by another agency/departmentally apart from recovery of a penalty.
- BHEL Security and Safety regulations should be observed by the tenderers when their vehicles are engaged in the work under this contract.
- Driver shall not indulge in horseplay of any kind inside the plant and they should not act in a manner that would distract the attentions of other employees.
- The Contractor shall agree to and comply with all such terms and conditions as BHEL may prescribe from time to time and shall confirm that all transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centres, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication established by BHEL shall constitute legally binding and valid transactions when done.
- The Contractor shall execute the contract diligently adhering to the terms and conditions of the contract. In the event of poor performance, suitable action, including delisting, will be initiated as per the terms and conditions of the contract.
- In case BHEL be held liable for any loss, damage or compensation to third parties arising from or in relation to transport operations done by the transport contractor, such loss, damage or compensation shall be paid by the contractor to BHEL together with the costs incurred by BHEL on any legal proceedings pertaining thereto.
- The contractor is directly responsible for injuries / death of any person employed by him as well as to the third party occupants or other users arising due to accident or otherwise during the contractual period. At any point of time, BHEL will not be responsible for any loss / damage either to the person or to the vehicle arising out of accident of the vehicle for performing the contractual obligations.
- The contractor is required to cover their employee / labour by suitable insurance and ESI schemes. .
- BHEL reserves the right to extend or foreclose the contract .
- BHEL RESERVES THE RIGHT TO NEGOTIATE OR REFLOAT THE TENDER OPENED IF L.1 PRICE IS NOT THE LOWEST ACCEPTABLE PRICE TO THEM INTER-ALIA OTHER REASONS.
- IF A RING FORMATION IS SUSPECTED, BHEL MAY REJECT ALL OFFERS OR RETENDER OR CALL NEW SOURCES WHO HAVE NOT BEEN CONTACTED OR RESPONDED AGAINST THIS TENDER.
- IN THE EVENT OF AWARDING OF WORK, THE PERFORMANCE OF THE TENDERER OF CONTRACT, WILL BE MONITORED FOR ALL CATEGORIES OF WORK AND BHEL RESERVES THE RIGHT TO INITIATE SUITABLE ACTION INCLUDING SUSPENSION / FORECLOSURE / TERMINATION OF THE CONTRACT.
- Taxi operator should have local office within 30 km radius from PPPU, BHEL, Thirumayam with independent premises with communication facilities like telephone and cell phone.
- Details of employment of family members in BHEL of any Partner/Proprietor/Director of the Taxi operation company should be disclosed separately in the application. Non-disclosure of such information will be treated as suppression of fact and attract disqualification/cancellation of registration/contract. The term family member means dependent wife/husband, sons,

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daughter, step sons, step daughter not separated by court decree and any other person related by blood/marriage.

- BHEL reserves the right to allot the work on trial or temporary basis if required.
- Period of operation is ONE year from the date of award of contract. BHEL reserves the right to extend the validity period of contract for further period at the same rates, terms and conditions applicable to this contract, as mutually agreeable between BHEL and the contractor.
- Unit rates should be quoted in figures as well as in words with reference to each item of operation and for all items shown in the attached Price Bid. Wherever there is a difference in the two, the rates in words will be taken as final. BHEL reserves the right to reject the offer in case of any ambiguity in the rates.
- The Taxi operator shall not sub-let any portion of the contract without the prior written approval of the Accepting Officer.
- The Taxi operator shall at his own expense reinstate, make good to the satisfaction of the BHEL Management and pay compensation for any injury to any person, loss or damage caused to any property within BHEL complex.
- Rate quoted by the contractor will be firm throughout the currency of contract.
- Any addition or deletions or changes in the partnership deed should be informed to BHEL well in advance.
- BHEL require diesel taxi only. In case of supply of petrol taxi in place of diesel taxi, the charges applicable for diesel taxi only will be allowed.
- Subject as aforesaid the provisions of the Motor Vehicles Act or any Statutory modifications or amendments or re-enactment thereof and the rules made there under from time to time have to be followed by the Transport Contractors.
- The firm should ensure that there should not be any advertisement on the car.
- The taxi allotted for BHEL use will be checked by BHEL security personnel as and when required.
- Taxi provided to BHEL on hire basis will be inspected by BHEL in respect of 1) Appearance of the vehicle (2) running condition of the vehicle (3) upholstery (4) physical fitness of the driver and then accepted for use.
- BHEL reserve its right to refuse to engage the vehicle even after arrival at the factory, if the driver and the vehicle do not conform to any of the regulation of MV act.
- Any mishap (i.e. fire, accident, etc.,) occurring en-route is the complete responsibility of the Transport operator. He is also responsible for the safe, comfortable and timely transportation of the passengers.
- BHEL shall have the right to cancel the contract at any time without assigning any reason.
- Transport contractor should provide cell phone facility to the driver for emergency communication.

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### 8. CONDITIONS RELATED TO THE WELFARE OF LABOURS

The Minimum Wages as prescribed by the State Government as given below from time to time should be paid to the Driver.

Sl. No	Category	Minimum Basic Wages per day ( Rs )	Minimum DA per Day ( Rs )	Total Minimum wages per Day ( Rs )	Minimum Basic wages per Month ( Rs )	Minimum DA per Month ( Rs )	Total Minimum wages per Month ( Rs )
1	Un Skilled	123/-	86/-	209/-	3690/-	2238/-	5928/-
2	Semi Skilled working as Helpers for not less than 2 years in a particular Trade	129/-	86/-	215/-	3870/-	2238/-	6108/-
3	Semi Skilled-All Trade Certificate holders.	133/-	86/-	219/-	3990/-	2238/-	6228/-
4	Skilled	139/-	86/-	225/-	4170/-	2238/-	6408/-
5	Supervisor	-	-	-	3956/-	2238/-	6194/-

**Apart from the above, an additional monthly payment of Rs 2000/- for Unskilled , Rs.2300/- for Semi-Skilled worker and Rs2500/- each for Skilled and Supervisor is to be ensured.**

- If the contractor employs more than twenty employees, he has to obtain Licence to this effect from the Factory Inspectorate and renew the same periodically.
- He has to have his own PF and ESI Codes and comply with the relevant Acts.
- The Contractor has to remit PF for his workers for the same amount which he paid as total wages to the employees on monthly basis. He has to remit 13.61% from his side and deduct 12% of Wages from the monthly wages of the employees and a total of 25.61% of monthly wages should be remitted as PF i.r.o. each employee.
- ESI Payment should be at the rate of 6.5% of monthly wages of the employee. This comprises the contribution at 1.75% of wages from the employee and 4.75% of wages from the contractor. If ESI is not applicable, then Group Insurance is to be provided by the Contractor.

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CONTRACTS DEPARTMENT

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### 9.GENERAL TERMS & CONDITIONS OF CONTRACT

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

The "**Contract**" means, the documents forming the tender and acceptance thereof, together with all the documents referred to therein including general and special conditions to contract. All these documents as applicable taken together shall be deemed to form one contract and shall be complementary to one another.

The "**work**" means, the work described in the tender documents in individual work-orders as may be issued from time to time to the contractor by the Officer-Incharge within the power conferred upon him including all notified or additional items of works and obligations to be carried out as required for the performance of contract.

The "**contractor**" means, the individual Firm or Company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the persons composing the firm or Company or the successors of the firm or company and the permitted assigns of such individual or firm or Company.

"The **Officer-In charge**" means, the Officer deputed by the AGM/PPPU-THIRUMAYAM, to supervise the work or part of the work.

"**Approved**" and "**Directed**" means, the approval or direction of AGM/PPPU-THIRUMAYAM, or person deputed by him for the particular purposes.

BHARAT HEAVY ELECTRICALS LIMITED" (herein after referred to as BHEL) shall mean the Board of Directors, Chairman, Executive Director, General Manager or other Administrative Officer of the said Company including Sr.Manager/CONTRACTS/PPPU authorised to invite tenders and enter into contract for works on behalf of the Company.

The "**Contract sum**" means, the sum accepted or the sum calculated in accordance with the prices accepted in tender and / or the contract rates as payable to the contractor for the execution of the work during the currency of the contract.

A "**week**" means, Seven Days, without regard to the number of hours worked or not worked in any day in that week.

A "**day**" means, the day of 24 hours (TWENTY FOUR) irrespective of the number of hours worked or not worked in that day.

A "**working day**" means, any day other than that prescribed by the NEGOTIABLE INSTRUMENTS ACT as being a Holiday, and consists of the number of hours of labour as commonly recognised by good employers in the trade in the district where the work is carried out or as laid down in the BHEL regulations.

**HEADING TO THE CONTRACT CONDITIONS :-** The heading to these conditions shall not affect the interpretations thereof.

**DEVIATIONS:-** The contractor shall not carry out any work not covered by schedule except in pursuance of the written instructions of AGM/PPPU-THIRUMAYAM,. No such work shall be valid unless the same has been specifically confirmed and accepted by BHEL in writing and incorporated in the Contract.

**ASSIGNMENT OF TRANSFER OF CONTRACT:-** The Contractor shall not without the prior written approval of the BHEL, assign or transfer the contract or any part thereof, or any share, or interest thereon to any other persons. No sum of money which may become payable under the contract shall be payable to any person, other than the contractor unless the prior written approval of the BHEL to the assignment or transfer of such money is given.

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**SUB-CONTRACT:-** The Contractor shall not sub-let any portion of the contract without the prior written approval of the BHEL.

**COMPLIANCE TO REGULATIONS AND BY-LAWS:-** The Contractor shall confirm to the provisions of any statute relating to the work and regulations and Bye-Laws of any local authority. The Contractor shall be bound to give all notices required by statute regulations or By-Laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

**SECURITY DEPOSIT:-**

(a) Security Deposit should be paid by the contractor. Security Deposit shall be collected from the successful tenderer as shown below:

Upto Rs.10 Lakhs	: 10%
Above Rs.10 lakhs up to Rs.50 Lakhs	: Rs. 1Lakh + 7.5% of the amount exceeding Rs.10 Lakhs
Above Rs.50 Lakhs	: Rs. 4 Lakhs + 5% of the amount exceeding Rs. 50 Lakhs

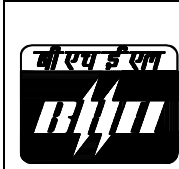
The Security Deposit shall be collected before start of the Work.

(b) Security Deposit may be furnished in any one of the following forms:

- I. Cash ( as permissible under the Income Tax Act )
- II. Pay Order, Demand Draft in favour of BHEL-THIRUMAYAM.
- III. Local cheques of scheduled banks, subject to realization.
- IV. Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc.,( Certificates should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back) covering the validity period of the subject contract.
- V. Bank Guarantee from scheduled Banks/public Financial Institutions as defined in the companies Act. The bank Guarantee format should have the approval of BHEL and covering the validity period of the subject contract.
- VI. Fixed deposit receipt issued by Scheduled Banks/public Financial Institutions as defined in the companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back and covering the validity period of the subject contract.
- VII. Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit should be collected before start of the work and the balance 50% may be recovered from the running bills.
- VIII. EMD of the successful tenderer shall be converted and adjusted against the Security Deposit.
- IX. The security deposit shall not carry any interest.

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(Note: Acceptance of Security Deposit against Sl.No.(IV) and (VI) above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith).

X. Security Deposit shall not be refunded to the contractor except in accordance with the terms of the contract.

BHEL shall not be responsible for any loss of securities, due to liquidation for any other reasons, what-so-ever or any depreciation in the value of the securities while in their charge or for any loss of interest there on.

All compensation or other sums of money payable by the Contractor to BHEL under the terms of this contract or under any other contract with BHEL may be deducted from the Security Deposit or realized by the sale of the securities or from the interest arising therefrom or from any sums which may be due or may become due to the contractor by BHEL and in the event of this Security Deposit being deducted by reason of such deductions or sale, as aforesaid, the Contractor shall within 7 days thereafter, make good in cash or in securities endorsed as aforesaid, any sum by which the Security Deposit has been reduced.

**REFUND OF SECURITY DEPOSIT:-** The Security Deposit mentioned above may be refunded to the Contractor after a period of 6 months on termination or expiry of the contract provided always that the Contractor shall first have been paid the last and final bill and have rendered a "NO DEMAND CERTIFICATE".

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

**CONTRACTOR'S SUPERVISION:-** The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to the AGM/PPPU-THIRUMAYAM, to act in his stead.

Orders given to the Contractor's agent shall be considered to have the same force as if they have been given to the Contractor himself.

The Contractor or his accredited agent shall attend when required without making any claim for doing so, either the office of the SR.MANAGER/CONTRACTS/PPPU or the OFFICER-INCHARGE, to receive instructions.

The AGM/PPPU-THIRUMAYAM shall have full powers and without assigning any reason, require the Contractor to immediately cease to employ in connection with this contract, any agent, servant or employee where continued employment is, in his opinion undesirable. The Contractor shall not be allowed any compensation on this account.

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**LABOUR:-** The Contractor shall remain liable for the payment of all wages or other moneys to his work-people or employees under the payment of Wages Act 1936, Employees Liability Act. 1938, Workmen's Compensation Act 1923 or any other Act or enactment, relating thereto and rules framed, there under from time to time.

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

**DAMAGE & LOSS TO PRIVATE PROPERTY & INJURY TO WORKMEN :-** The Contractor shall at his own expense reinstate and make good to the satisfaction of the AGM/PPPU-THIRUMAYAM, and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify, the BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL where BHEL is a private person, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise.

**LAWS GOVERNING THE CONTRACT:-** The contract shall be governed by the Indian Laws for time being in force.

(i) Should a tenderer or a contractor has a dependent/relative or in the case of a partnership firm, any of its partners or dependents of partners employed in BHEL, the authority inviting tenders should be informed of this fact at the time of submission of the tender failing which tender may be disqualified or if such fact subsequently come to light, the contract may be cancelled.

(ii) No BHEL employee and their dependents are eligible to submit their offer against this tender.

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

If the Contractor shall :-

- Offer or give or agree to give to any person in BHEL service any gift or consideration of any kind, as an inducement or reward for doing or for bearing to do or for having done or for borne to do any act, in relation to the obtaining or execution of this or any other contract for BHEL service,

OR

- enter in to a contract with BHEL in connection with which commission has been paid or agreed to be paid by him or with his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to BHEL.

OR

- obtain a contract with BHEL as a result of ring tendering or by non-bonafide methods of competitive tendering, without first disclosing the fact in writing to BHEL.

Place:

Signature of Authorized

Date:

Signatory with seal & full address



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### CANCELLATION OF CONTRACT FOR INSOLVENCY ASSIGNMENT OF TRANSFER OR SUB-LETTING OF CONTRACT :-

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

If the Contractor,

- being an individual or if a firm any partner thereof shall at any time be adjudged bankrupt or have a receiving order for administration of his estate, made against him or shall take any proceedings for liquidation or composition under any bankruptcy Act or assignment of his effects of composition or arrangement for the benefit of his creditors or purport to do so, or if any application made under any Bankruptcy Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him on behalf of his creditors

OR

- being a Company, shall pass a resolution or the Court shall make an order for the liquidation of its affairs, or a receiver or Manager on-behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or Manager,

OR

- Assigns, Transfers, Sub-lets or attempts to assign, transfer or sub-let any portion of the work without the prior written approval of the BHEL.

Whenever BHEL exercise the authority to cancel the contract under this conditions, BHEL may have the work done by any means at the Contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by SR.MANAGER/CONTRACTS/PPPU which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by AGM/PPPU-THIRUMAYAM, or the same shall be recovered from the Contractor by other means.

In case the BHEL carries-out the work under the provisions of this condition the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plants and/or labour provided by the BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the AGM/PPPU-THIRUMAYAM, whose decision shall be final and conclusive.

### CANCELLATION OF CONTRACT IN PART OF FULL FOR CONTRACATOR'S DEFAULT:

**If the Contractor:**

- makes default in carrying out the work as directed and continues in that state after a reasonable notice from AGM/PPPU-THIRUMAYAM, or his authorised representative ;
- fails to comply with any of the Terms and Conditions of the contract or after reasonable notice in writing with orders properly issued there under ;
- BHEL, may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the contract as whole or in part thereof or only such work order or items of work in default from the contract. Whenever BHEL exercise the authority to cancel the contract as whole or part under this condition BHEL may complete the work at the contractor's risk and cost (as certified by AGM/PPPU-THIRUMAYAM, which is final and conclusive) being less than

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the contract cost, the advantage shall accrue to the BHEL. If the cost exceeds the moneys due to the Contractor under this contract the Contractor shall either pay the excess amount ordered by SR.MANAGER/CONTRACTS/PPPU or the same shall be recovered from the Contractor by other means. In case the BHEL carries out the work or any part thereof under the provisions of the conditions the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or labour provided by the BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the AGM/PPPU-THIRUMAYAM, whose decision shall be final and conclusive.

### **TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR. :-**

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

**SPECIAL POWER TO TERMINATION:-** If at any time after the award of contract, BHEL shall for any reason whatsoever not require whole or any part of the work to be carried out the AGM/PPPU-THIRUMAYAM, shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the fore-closing of the work.

**SUBMISSION OF BILLS BY CONTRACTOR:-** The Contractor at the end of each month shall submit a bill in triplicate detailing the various items of work done during the month supported by the requisitions issued from time to time. The Contractor shall, once in every month, submit to the AGM/PPPU-THIRUMAYAM, separately details of his claims for the work done by him up to and including the previous month which are not covered by his contract agreement in any of the following respects:

- Deviation from the items provided in the contract documents.
- Extra items / new items of work.
- Items in-respect of which rates have not been settled. He should in addition furnish a clear certificate to the effect that the claims submitted by him as aforesaid cover all his claims and that no further claims shall be raised by him in respect of the work done up to and including the period under report.

**PAYMENT OF BILLS:-** All payments to be made to the Contractor, under this contract shall be through Electronic Fund Transfer within a reasonable time after the certification of bills by the SM/CONTRACTS/PPPU.

**RECOVERY FROM CONTRACTOR:-** Whenever under the contract, any sum of money, shall be recoverable from or payable by the Contractors, the same may be deducted from or any sum then due or which at any time thereafter may become due to Contractor under the contract or under any other contract with BHEL or from his Security Deposit or he shall pay the claim on demand.

**FORCE MAJEURE CLAUSE:-** If, at any time during the continuance of this Contract the performance in whole or in part by either party of any obligations under this Contract shall be prevented or delayed by reason of any War, Hostile acts of the public enemy Civil Commotion, Epidemics, or Acts of God

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(Floods, Storm/Cyclone, Hurricane, Earth Quake etc.) then provided notice of happening of any such event is given by either party to other within 7 days from the date of occurrence therefore neither party shall by reason of such event be entitled to terminate this Contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event, claims for extension of time shall be granted for periods considered reasonable by the Sr. Manager/Contracts/PPPU subject to prompt notification by the contractor.

**ARBITRATION:** - All disputes between the parties to the contract, arising out-of or relating to the contract, other than those for which the decision of the AGM/PPPU-THIRUMAYAM, or Accepting Officer or any other person is by the contract expressed to be final and conclusive shall after written notice by either party to the contract to the other party be referred to the sole Arbitration of Executive Director or other Officers of BHEL appointed as Arbitrator, by the Executive Director of BHEL in his sole discretion.

Unless the parties otherwise agree, such reference shall not take place until after the completion, alleged completion or abandonment of the work of the determination of the contract.

The venue of Arbitration shall be such a place or places as may be fixed by the Arbitrator in his sole discretion. The award of the Arbitrator shall be final, conclusive and binding on both parties to the contract.

**SIGNING OF CONTRACT:-** Each contract document shall be signed by the Contractor with his usual signature. Contract by partnership of Hindu Joint Family firm, may be signed in the FIRM'S name by one of the Partners or the Karta or Manager as the case may be or by any other duly authorised representative followed by the name and designation of the persons so signing. Contracts by a Company shall be signed with the name of the Company by a person authorised in this behalf and a power of attorney or other satisfactory proof showing that the persons signing the Contract documents on behalf of the Company is duly authorised to do so, shall accompany the contract.

- **REMOTE TRANSACTIONS:-** The Contractor shall agree to and comply with all such terms and conditions as BHEL may prescribe from time to time and shall confirm that all transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centers, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication established by BHEL shall constitute legally binding and valid transactions when done.

- **CHANGE IN CONSTITUTION OF FIRM:** - Changes in constitution of firm whenever it is made after submission of application or during currency of the contract, the existing firm has to duly inform the proposed changes to contracting department of BHEL at the appropriate time before the changes in the constitution are made. In case the absence of any such information BHEL is not responsible for the consequences arising out of the absence or suppression of information and the issue / dispute arising out of these changes and the firm is responsible for settling the issue or dispute among themselves (Partners etc) or with the bankers or with any third party. Under the above circumstances when dispute arises and the firm does not inform the change in the constitution of the firm BHEL may reserve its rights for suspending or terminating the contract.

Place:  
Date:

Signature of Authorized  
Signatory with seal & full address