

BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

HIGH PRESSURE BOILER PLANT, TIRUCHIRAPPALLI 620 014, INDIA
(MAINTENANCE & SERVICES DEPARTMENT)

☎: (0431)2577815 Fax: 📠: 91(0431) 2576805 ✉: ssmm@bheltry.co.in



NOTICE INVITING TENDER

Tender No: M&S/ 9221600013

DT.23.05.2016

Dear Sirs,

Sub: Two Part Tender inviting Technical and Price Bids for Supply of 32 Numbers of RTO permitted 'T' board Diesel Non AC Tata Indica cars Model 2013 and Subsequent years for Two years on Hire Basis

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

01	Nature of work	Two Part Tender inviting Technical and Price Bids for Supply of 32 Numbers of RTO permitted 'T' board Diesel Non AC Tata Indica cars Model 2013 and Subsequent years for Two years on Hire Basis
02	Period of contract	Two years from the date of commencement of work
03	Last date for receipt of tender	14.00 HRS ON 22.06.2016
04	Date/time of opening Of technical bid	14.30 HRS ON 22.06.2016
05	Date/time of Price bid opening	Will be informed separately to the technically qualified vendors
06	EMD	Rs. 2,00,000/- (Rupees Two lakhs only) in the form of Demand Draft only in favour of Bharat Heavy Electricals Limited, Trichy-14 payable at Trichy
07	Tender should be addressed to:	THE Sr.DGM, MAINTENANCE & SERVICES/PLANNING, 2&4 BUILDING, BHARAT HEAVY ELECTRICALS LIMITED, HIGH PRESSURE BOILER PLANT, TIRUCHIRAPPALLI - 620014, TAMIL NADU

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07. SPECIAL INSTRUCTIONS:

- (a) This Tender is subject to 1.Special Conditions-I, 2.Special Conditions-II, 3.Safety Conditions, 4. Welfare conditions, 5.Safety Precautions, 6.Operation Control Procedure, 7.General terms &conditions, which are enclosed.
- (b) Tenderer 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.
- (c) All the documents as given shall be duly signed in all pages, sealed and placed in a common cover duly super scribing the cover “TECHNICAL BID” and submitted.
- (d) Tenderer should furnish the RATE in the enclosed “PRICE BID” format and shall be duly signed and sealed in all pages and placed in a separate cover duly superscripting the cover “PRICE BID” and submitted.
- (e) The Demand Draft towards EMD should be submitted in a separate cover duly super scribing the cover “EMD”
- (f) There will be 3 Separate covers. One cover for Technical Bid, One Cover for Price Bid and another cover for EMD.
- (g) 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.
- (h) Any deviation to this tender terms & condition and schedules of this tender will lead to total rejection of the offer submitted
- (i) At the time of opening of Technical / Price Bid, the representatives should produce the authorization obtained from the authorized signatory of the tenderer specifying the purpose.
- (j) BELATED and incomplete offers will become liable for rejection.
- (j) The complete Technical bid and price bid along with requisite **EMD of Rs.2,00,000 /-** for this work in the form of Demand Draft only in favour of M/s .BHEL, Trichy shall reach the office of the undersigned on or before **22/06/2016 at 14.00 Hrs.**
- (k) Tenderers who had already remitted one time EMD should furnish a copy of the cash receipt of the remittance in the EMD cover. EMD in any other form will not be accepted.
- (l) MSE suppliers can avail EMD waiver, 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). **Tenders without EMD/MSME proof as detailed above will be summarily rejected.**

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08. IMPORTANT POINTS TO BE TAKEN CARE OF WHILE SUBMITTING OFFER

- (a) 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.
- (b) Conditional and late tenders, tenders containing prima-facie absurd rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions herein contained and the tenders not in original ARE LIABLE TO BE REJECTED
- (c) 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.
- (d) Rates should be quoted as per the Work / Rate schedule. Rates quoted in any other form will not be accepted and will be rejected.
- (e) 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.
- (f) The tender must be signed separately and legibly by Owner/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. **Documents submitted with the offer shall be signed and stamped in each page by authorized representative of the bidder.**
- (g) If a tenderer deliberately gives wrong information in his tender or creates conditions favourable for the acceptance of his tender, BHEL will REJECT SUCH TENDER AT ANY STAGE.
- (h) Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
- (i) 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.
- (j) Should a Tenderer's or a Contractor's or in the case of a firm or company of contractors/any of its shareholder's or shareholder's relative is employed in BHEL, the authority inviting the tenders shall be informed in writing of this fact at the time of submission of the tender, failing which the tender may be disqualified, or if such fact subsequently comes to light, the contract may be cancelled.

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(k) The tender schedule and the tender shall be deemed to form an integral part of the contract to be entered into for this work.

(l) Submission of tenders by electronic media like e-mail, Internet, fax etc. followed by hard copy, is acceptable and will be at the sole risk of the tenderer. The tenders thus submitted will be final and binding on the tenderer. BHEL will not be responsible for any consequences that may arise in this regard.

(Please refer General Terms & Conditions)

(m) Late and Delayed Tenders will be summarily rejected.

In case you are not in a position to submit the offer, please send letter suitably specifying the reasons thereof.

Thanking you,

For Bharat Heavy Electricals Ltd.

High Pressure Boiler Plant

Tiruverumbur, Trichy-620014

Note:- (i) The Tender shall be addressed to the above address

(ii) Tenders will be submitted and opened at the Conference hall of the above given address.

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PART –I (TECHNICAL BID)

SECTION - I / QUALIFYING CRITERIA

BHE:M&S:NON AC CAR:16-17

RTO PERMIT T - BOARD DIESEL NON AC TATA INDICA CAR

MODEL – 2013 AND SUBSEQUENT YEARS

Tender No: M&S/ 9221600013

DT.23.05.2016

The bidder has to meet the following requirements to get qualified for submitting tender for operation of RTO Permit T-BOARD Diesel Non AC TATA INDICA CARS MODEL - YEAR 2013 AND SUBSEQUENT YEARS on Hire Basis

SL.NO.	REQUIREMENTS	BIDDER'S RESPONSE
1	<p>The bidder those who are operating FIVE T-board cars (any model and Year of registration) in the name of the individual (bidder) / firm / name of the partner at least for last six months are eligible to participate & submit the offer for this tender.</p> <p>Copy of RC books, Insurances, tax remittance are to be enclosed as a proof.</p> <p>Proof for partnership firm registration to be submitted along with the offer.</p> <p>Original documents should be submitted for verification during Technical evaluation</p>	
2	<p>BHEL reserves the right to verify the information provided by the bidder. In case the information provided by the bidder is found to be false/incorrect, the offer shall be rejected.</p>	
3	<p>Acceptance to the Specification, Terms and condition as per the tender documents.</p>	
4	<p>a) The bidder should be capable of supplying 32 nos of cars as mentioned in this tender.</p> <p>b) Also the bidders should accept to supply additional requirements of +20% of the ordered quantity occasionally.</p>	
5	<p>Financial Status:</p> <p>i. Audited balance sheets for three years to be provided. (FY 2012-13, 2013-14 & 2014-15)</p>	
	<p>ii. Copies of the income tax return for three years to be provided (FY 2012-13, 2013-14 & 2014-15)</p>	

Place:
Date:

Signature of the Tenderer
with seal & full address

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SECTION - II / COMPANY PROFILE

BHE:M&S:NON AC CAR:14-15

RTO PERMIT T - BOARD DIESEL NON AC TATA INDICA CAR

MODEL – 2013 AND SUBSEQUENT YEARS

Tender No: M&S/ 9221600013

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Sl.No.	PARTICULARS	BIDDERS RESPONSE
1	PARTICULARS Name of Service provider/Cabs/Travels Agency	
2	Status of the Service provider/Cabs/Travels agency	1.Proprietorship 2.Partnership
3	Full address of the Service provider/Cabs/Travels agency	
4	Name of the Proprietor/Partner (in case of Partnership, deed copy should be submitted)	
5	Registration No . and date (copy should be enclosed)	
6	Landline phone No.: Mobile number: e-mail id : Fax no. of the firm :	
7	Organisational structure with name and designation of the Service provider/Cabs/Travels agency	
8	PAN No. : Service Tax No.: PF / ESI NO.:	

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SECTION – III

BHE:M&S:NON AC CAR:14-15

RTO PERMIT T - BOARD DIESEL NON AC TATA INDICA CAR

MODEL – 2013 AND SUBSEQUENT YEARS

CONTRACT TECHNICAL REQUIREMENTS

Tender No: M&S/ 9221600013

DT.23.05.2016

TECHNICAL REQUIREMENTS FOR THE OPERATION OF RTO PERMITTED 'T' BOARD DIESEL NON A/C TATA INDICA CARS ON HIRE BASIS FOR THE PERIOD OF TWO YEARS.

Sl. No.	Requirement conditions of Contract	Bidder's Response
1.1	a) This contract envisages providing 32 Nos. of RTO PERMITTED 'T' BOARD DIESEL NON A/C TATA INDICA CARS on Hire basis for a period of 2 years to meet the transport needs of BHEL, Tiruchirappalli unit. b) However the quantity may increase or decrease by 20% as per actual requirement.	
1.2	The Contractor has to supply RTO PERMITTED 'T' - BOARD DIESEL NON A/C TATA INDICA CARS registered in the year 2013 and Subsequent years	
1.3	The colour of the vehicle provided should be WHITE / ARCTIC SILVER only.	
1.4	a) For operational convenience the work order shall be divided between L1 & L2 bidders in the ratio of 60 : 40 (19 Nos. and 13 Nos) respectively . b) If L2 offerer does not accept the finalized L1 rate then this will be offered to L3 and so on and so forth. c) The Contractor shall have/acquire Minimum 5 out of 19 Nos. and 3 out of 13 Nos. of cars as indicated at Sl.No.1.2 in the name of the firm or owner or partners. d) L1 vendor shall supply 32 vehicles, if other qualified vendors do not accept for counter offering. The documents (Original RC books, Insurances, tax remittance etc) shall be submitted verification at the earliest after award of contract Payments shall be processed only after receipt of the above document and acceptance.	
1.5	The number of non AC cars requirements may vary to a maximum of 20% of the ordered quantity occasionally.	
1.6	After completion of the contract period (2 years) , if required BHEL may extend operation of the above contract for a further period of 3 months on the existing terms and conditions on mutual acceptance.	
1.7	Detention charges will be paid when the vehicle is used beyond 12 hrs in a day operation and the payment will be made on prorata basis as per the rate schedule Sl.No.1.3. Fractional values will be rounded off.	

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1.8	a) Vehicle will be used on all working days as indicated at SI.No.1.4 & 1.5 b) For Sundays & Holidays, based on need, required vehicles will be booked with prior intimation.	
1.9	For night stay between 22.00 Hrs to 06.00Hrs during outstation trips, Night halt charges will be paid as per rate schedule SI.No.1.6.	
1.10	Permit charges will be allowed as per the rate schedule SI. No.1.7.	
1.11	In exceptional cases when the car is engaged for short duration which is less than 10 Hrs, the rent will be paid on pro-rata basis as per the rate schedule SI.No. 1.4 with fuel charges as per the rate schedule 1.2 for the actual kilometre covered.	
1.12	Ghat Sections Rate: Rate per KM as per rate schedule SI.No.1.5 for the distance travelled on Ghat roads in case of travelling in Hill stations.	
1.13	OUT STATION RATE:- Rate per KM for outstation trips more than 300KM per day including fuel charges will be paid as per rate schedule SI.No.1.8	
1.14	Rate quoted by the contractor will be firm throughout the period of contract.	
1.15	Due to non-availability of vehicle even if higher version vehicle is deployed by the contractor, payment will be allowed for ordered version of vehicle only.	
1.16	For outstation trips driver should be provided with enough money for all expenses like boarding & lodging including fuel and toll, parking charges etc., as applicable.	
1.17	The actual car parking charges, toll charges and permit charges incurred during operation will be reimbursed by production of the original receipt without any corrections or over writings with the signature & name seal of the user.	
1.18	The Contractor should ensure that the drivers are available at the vehicle all the time during operation.	
1.19	The condition of the vehicle like engine functioning, suspension, door, brakes, 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 contractor should provide good alternate vehicle immediately.	
1.20	The Contractor should arrange to attend any complaint in the vehicle notified by BHEL immediately with in a short period of notice and an alternative vehicle of same model & year of registration has to be provided to BHEL till completion of the complaint.	
1.21	The starting and closing of KM readings will be accounted from BHEL Transport section only and it will be certified by the Supervisor-in-charge of transport section.	

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2	REQUIREMENTS OF VEHICLE The Contractor should fulfil the following requirements in respect of the vehicle during the execution of the contract.	Bidder's Response
2.1	The cars should be provided with the following upholstery and accessories inside.	
2.1.1	Complete set of seat covers shall be in white colour cloth and it should be neat always.	
2.1.2	Audio system with player and FM radio facility.	
2.1.3	Full floor mat with foot mat.	
2.1.4	Jockey and hand tools	
2.1.5	Spare fuses.	
2.2	The vehicle should always to be kept very clean both internally and externally.	
2.3	Seat cover should be washed and changed every week.	
2.4	Periodical service of the vehicle in respect of the vehicle/ engine/ lubrication, wheel alignment & balancing etc. as recommended by the vehicle manufacturer to be done without fail.	
2.5	All tyres including Stepney in the car should be in good condition at the time of reporting to transport department after award of the contract.	
2.6	Sun control film pasted on the window glasses should not be dark and should be as per the Tamilnadu Government norms so that inner side of the car must be visible for the Security Personnel without lowering the window glass.	
2.7	Playing audio player or radios in the cars is strictly Prohibited within the factory premises.	

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3	<u>DRIVER</u> The Contractor should fulfill the following requirements in respect of the driver during the execution of the contract.	Bidder's Response
3.1	Drivers should be paid as per the govt.fixed minimum salary.	
3.2	Driver should possess valid driving LMV licence with badge.	
3.3	Driver should wear uniform (white shirt & black Pant)	
3.4	Driver should not wear casual dress.	
3.5	Driver should have mobile hand set in good working condition. Any change in mobile number should be intimated immediately to Transport dept / BHEL.	
3.6	Driver should adhere to the instructions given by Supervisor-in-charge.	
3.7	Driver should first allow the passenger to get inside the car and then only driver should enter the car.	
3.8	Driver should open and close the doors for all the passengers/customers while getting into or alighting the car.	
3.9	If there is a hand luggage brought by Officials, driver has to come forward and place the luggage in the car.	
3.10	Driver should not exceed the speed limit of 20km/hr within the company and township premises.	
3.11	Driver should follow the strictly the motor vehicle rules while driving.	
3.12	Driver should wear safety belt while driving as per the tamil nadu govt. rules.	
3.13	Driver should not demand money for any expenses from the user.	
3.14	Driver should be ready to show the PLACARD near the entrance in Airport, Railway station, Bus-stands, pick up points etc. while receiving the company guest.	
3.15	Drivers should have good eye sight. Necessary certificates from registered eye doctor confirming good eyesight with or without glasses of the drivers to be submitted to BHEL once in a year.	
3.16	Drivers should be sincere and maintain good discipline while on duty and should meet out the travel requirements of BHEL officials satisfactorily without any complaint. Any indiscipline/ misbehaviour / complaint is notified on the driver while on duty, will warrant change of driver.	

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4	<u>OPERATION</u>	Bidder's Response
4.1	The vehicle should report at Transport section at requested time, regularly to make entry and to get instructions.	
4.2	Trip sheet for cars engaged will be supplied by BHEL. It is the responsibility of the car drivers to get all the columns for each and every movement filled and get the entries signed by the user with staff No..	
4.3	In case of loss of original trip sheet BHEL reserves the right not to entertain the claim.	
4.4	The Car drivers should keep the relevant documents (driving Licence, Badge No., road tax token, registration certificate, insurance cover note, fitness certificate of the vehicle, permit etc.) with the car and produce as and when required by BHEL. In case of original document is not available immediately, copy of the same must be kept.	
4.5	Cars shall be reported in pooling section/any other section of BHEL in full readiness and serve for the entire day's operation in all respects.	
4.6	Car should operate only with the "BHEL" name board supplied by BHEL during the time of operation.	
4.7	Any mishap (i.e. fire, accident, etc.) occurring en-route is the complete responsibility of the Service provider/Cabs/Travels agency. He is also responsible for the safe, comfortable and timely transportation of the passengers.	
4.8	The Contractor should obtain feed back report from the user Official for satisfactory operation of the service / vehicle. Forms will be issued by Transport department / BHEL.	
4.9	Cars should report to BHEL with diesel sufficient for the operation of the entire day. After reporting to transport - movement of cars to fuel station outside BHEL for filling diesel is not permitted.	
4.10	The Contractor should not attempt to carryout any kind of repairs pertaining to their vehicles inside the factory premises except for tyre changes during punctures. In case of breakdown the vehicles has to be taken out of the factory and brought back after satisfactory completion of the complaint.	

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5	<u>GENERAL TERMS AND CONDITIONS</u>	Bidder's Response
5.1	The Contractor shall not sub-let any portion of the contract.	
5.2	The Contractor 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.	
5.3	Any addition or deletions or changes in the partnership deed should be informed to BHEL well in advance.	
5.4	BHEL reserves the right to accept or reject the lowest or any other tender in part or whole and to award the contract to any bidder(s) without assigning any reasons.	
5.5	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.	
5.6	The Contractor should ensure that there should not be any advertisement on the car.	
5.7	The cars allotted for BHEL use will be checked by BHEL security personnel as and when required.	
5.8	The cars provided to BHEL on hire 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.	
5.9	BHEL reserve its right to refuse engaging any vehicle even after arrival at the factory, if the driver and the vehicle do not conform to any of the regulation of MV act.	
5.10	BHEL shall have the right to cancel the contract at any time if the provisions of the contract has not been adhered, without prejudice to recover excess expenditure incurred by BHEL which include forfeiture of 'security deposit', running bills due for payment any other provisions available for recovery as per the Terms & Conditions of the contract.	
5.11	BHEL shall have the right to short close the contract due to their administrative reasons by giving one month notice in advance.	

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6	PENALTY Penalty for non-supply of vehicles will be levied as under:	Bidder's Response
6.1	A token penalty of Rs.350/- per vehicle per day for short supply and in addition the excess expenditure incurred by BHEL on account of engaging an alternate vehicle due to the fault of the contractor, will be recovered from the service provider / cabs / travels agency.	
6.2	In case of break-down of a car while on operation, the car 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 alternatives on its own and recover the expenses amount from the contractor.	
6.3	Any amount recoverable from the contractor towards the loss/damage will be adjusted from the outstanding payments due from BHEL or from the security deposit.	
7	PAYMENT TERMS: --	Bidder's Response
7.1	Hiring charges shall be paid once in fifteen days on production of necessary invoices/bills duly certified by the Engineer/In-charge.	
7.2	No advance may be paid for operational expenses as well as for capital expenditure towards purchase of vehicles.	
7.3	Taxes, duties and levies are payable extra by BHEL at prevailing rates as per Government norms.	

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PART - II -- PRICE BID

RATE SCHEDULE

BHE:M&S:NON AC CAR:14-15

RTO PERMITTED 'T' - BOARD DIESEL NON AC TATA INDICA CAR

MODEL – 2013 AND SUBSEQUENT YEARS

Tender No: M&S/ 9221600013

DT.23.05.2016

Sl.No.	Description of Work	Unit	Rates in words & figure
1.0	Rate Schedule		
1.1	Day Rent Operation: Rate for full day operation of car for BHEL officials minimum 10 .00 hrs/day to max.12hrs/day). The approximate Quantity is 21940 day /2years. This quantity may vary depends upon the requirement.	Fixed Rate Per day	to be Quoted by the vendor
1.2	Fuel Charges per KM on plain roads (Diesel price as on date shall be reckoned at Thiruverumbur, Trichy)	Per KM	Diesel market price as on date /16 KM
1.3	Detention charges beyond 12 .00 hrs./day Operation. Fraction hour will be rounded off.	Per Hour	1/12th of Sl.No.1.1
1.4	Partial day operation on hour basis	Per hour	1/12th of Sl.no. 1.1 + actuals of Sl.No.1.2
1.5	GHAT SECTIONS RATE: -- Rate per KM for the distance travelled on ghat roads in the case of crossing Hill stations. The approximate Quantity is 10000KM/2years.This quantity may vary depends upon the requirement.	Per KM	Diesel market price as on date /10 KM
1.6	NIGHT HALT CHARGES: Charges for Halt per night for halts during night at outstations trip only.	Per Night	Rs.200/-
1.7	RTO PERMIT for other States trips	Per Trip	ACTUAL (As per original bill)
1.8	OUT STATION RATE:- Rate per KM for outstation trips more than 300KM in a day including fuel charges. The approximate Quantity is 10000 KM/2years.This may vary depends upon the requirement.	Per KM	2.7 X (Diesel market price as on date /16 KM)

NOTE:

- (1) Bidders should quote the rate for day rent operation (rate schedule sl.no.1.1) only.
- (2) L1 rates will be calculated based on the rate quoted for full day rent (as per rate schedule sl.no.1.1) only

Place:
Date:

Signature of the Tenderer
with seal & full address

1. SPECIAL CONDITIONS- I

Tender No: M&S/ 9221600013

DT.23.05.2016

01. SCOPE OF WORK:- Supply of 32 Numbers of RTO permitted 'T' board Diesel Non AC Tata Indica cars Model 2013 and Subsequent years for Two years on hire basis

02. TERMS AND CONDITIONS REGARDING COMPLIANCE WITH VARIOUS LABOUR LAWS BY THE CONTRACTS

1. The contractor shall not engage in connection with the work any person who has not completed 18 years of age.
2. The contractor shall in respect of labour employed by him either directly or through sub contractors, comply with or cause to be complied with following statutory provisions and rules and in regard to all matters provided therein.
 - (a) The contract Labour (Regulation & Abolition) Act 1970 and the related Rules.
 - (b) The minimum wages Act 1948 and the related rules
 - (c) The payment of wages Act 1936 and the related rules.
 - (d) The Factories Act 1948 and related Tamil Nadu Rules.
 - (e) The Employees' Provident Fund & Miscellaneous provisions Act 1952.
 - (f) The Employees State Insurance Act 1948.
 - (g) Workmen Compensation Act 1923
 - (h) Payment of Bonus Act 1965
 - (i) Maternity Benefit Act, 1961
 - (j) Payment of Gratuity Act, 1972
 - (k) Inter-State Migrant Workmen (Regulation of Employment & Conditions of Service) Act, 1979
 - (l) Equal Remuneration Act, 1976
 - (m) Industrial Employment (Standing Order) Act, 1960 (In case of engaging 100 or more workmen)
 - (n) The Industrial Disputes Act 1947and any other law, or modifications to the above or to the rules made there under from time to time.

03. REGISTRATIONS AND LICENCING

Every contractor shall register his name with the Personnel & Administration Department of BHEL Trichy-14 before taking up the work awarded to him by giving the following information and getting a code Number.

- (a) Name of the Contractor
- (b) Nature of Work
- (c) Period of Work
- (d) Number of maximum labour employed by him on anyone day.
- (e) License No. & Date (Applicable in case of contractors employing 20 or more workers)
- (f) The labourer should be enrolled with PF, ESI and enrollment No should be furnished on finalization of contract.

04. The contractor employing 20 or more workmen shall obtain a license from the authorities (The Deputy Chief Inspector of Factories / Assistant Commissioner of Labour as the case may be). This license shall be amended and / or renewed wherever there is an increase in the workmen employed by him or in the event of contract being extended or renewed. The contractor shall inform the license number to the BHEL Management before taking up the work.

05. The Contractor (Licensed or unlicensed) shall promptly furnish every information and document required by BHEL Authorities.

Place:
Date:

Signature of the Tenderer
with seal & full address

06. WAGES

The contractor shall pay wages to the workmen employed by him at the rate, which shall not be less than the minimum wages declared by Tamilnadu Government from time to time plus additional wages prescribed by BHEL.

07. The Contractor shall ensure the disbursement of wages in the presence of such authorized representatives of BHEL Management.

08. A certificate of payment shall be furnished in duplicate by the contractor to the Engineer In charge for each month.

09. The contractor shall inform the BHEL Management every month the details of contract labour engaged for each contract in the following forms:-

- a. Serial Number
- b. Location
- c. Period of Work
- d. No. of Contract labour engaged during the month
- e. No. of days worked
- f. No. of Man – days worked
- g. Wages paid to his workers.

The above statement shall be furnished to BHEL Management at the end of every month.

REGISTERS AND RECORDS

10. The contractor shall maintain necessary documents / Formats and Registers and submit returns as required under the Contract Labour (Regulation and Abolition) Act 1970 periodically to BHEL Management and to the Licensing Authority.

11. All registers and records shall be preserved in original for a period of three years. All the registers, records and notice maintained under the Act and rules shall be produced on demand by inspector or any authority under The Act.

WORKING CONDITIONS

12. The contractor shall provide all safety devices and personal protective equipment (wherever required) to his workmen at his own cost and shall ensure that his workmen wear / use such device or equipment provided to them while doing the work and there should not be any relaxation on this.

13. The contractor shall ensure that his workmen vacate the premises after shift is over

NOTICES OF ACCIDENTS

14. In the event of an accident the contractor shall be required to fill injury report and submit to the Engineer In charge immediately and ensure compliance of ESI / Workmen's Compensation of accident as per the Act.

15. The contractor shall get the contract labour engaged by him insured under workmen's compensation policy from General Insurance Corporation of India before actually starting the work of contract. The Insurance Coverage should be for the entire period of contract. The contractor shall comply with the provisions of the Workmen's Compensation Act 1923. (This should be read in connection with the provisions of ESI Act.)

Place:
Date:

Signature of the Tenderer
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COVERAGE UNDER THE ESI / PF ACT MISCELLANEOUS PROVISIONS ACT

- 16.** The contractor shall ensure that all his workmen are covered under the Employee's Sate Insurance Act and produce to BHEL such Registration number/ Enrollment Number before executing the contract work.
- 17.** The contractor shall regularly pay the amount by contribution i.e., employers contribution as well as employee's contribution in pursuance of the above scheme as fixed from time to time.
- 18.** The contractor shall ensure that his workmen are covered the PF & miscellaneous provisions Act 1952 and accordingly produce to the BHEL Management the Registration / Enrollment number before awarding of contract work.
- 19.** The Contractor shall within seven days of the close of every month submit to BHEL a statement showing the amount of contribution payable / paid for employees engaged by him or through him and shall also furnish to BHEL such information, as Principal Employer is required to furnish under the provisions of the ESI Act PF as well as the schemes made there under to the authorities concerned.
- 20.** Whenever any sum of money is found to be recoverable from or payable by the contractor, the same shall be deducted from any sum that may be due or which at any time thereafter may become due to the contractor under this contract or under any other contract or from his security deposit. In case the recoveries are not sufficient to satisfy the claims, the contractor shall pay the balance thereof on demand. In case any recoveries are made under this clause from the security deposit, the contractor shall immediately thereafter pay such further sum as may be required to replenish the shortage caused by such recoveries in the amount of security deposit.
- 22.** In case of non compliance of the provisions of the Acts and incase BHEL having complied with the same BHEL will be entitled to recover the same from the contractor / sub-contractor.
- 21.** The contractor shall abide by all the labour and other laws applicable to contract labour / worker under this contract and shall at all time keep BHEL Indemnified against all losses, claims, prosecutions under any law.
- 23.** Non exercise of any of the powers or rights available under any law, shall not in any way operate as waiver thereof.

2. SPECIAL CONDITIONS- II

BIOMETRIC ENTRY / EXIT SYSTEM FOR CONTRACT WORKMEN

- ✓ The Entry/Exit of the contract workmen is to be regulated only through Biometric system.
- ✓ The Contractor initially will be issued with a temporary gang pass for his/her contract workmen for period of ten days.
- ✓ The contractor should arrange photo coverage for all his/her workmen within the above stipulated time.
- ✓ The Contractor has to submit Form I for all his/her contract workmen. All the particulars required in Form I are to be provided by the contractor without fail.
- ✓ The contractor should educate the contract workmen in registering the attendance through the system.
- ✓ Whenever a contract workman migrates or leaves service, the contractor has to surrender the biometric card of the particular contract workman to Contract Cell with immediate effect.
- ✓ If a contract workman having biometric card joins another contractor, the contractor who engages them, has to intimate contract cell along with the biometric card for switching over the contract workmen from the earlier contractor to the present contractor.
- ✓ On completion of the work, the contractor has to surrender all the biometric cards immediately to the contract cell. Otherwise, an amount of Rs. 100/- per card will be deducted from the final bill/security deposit of the contractor.
- ✓ If any contract workmen lose his/her card, the contractor shall arrange a duplicate for the workmen by paying an amount of Rs. 100/-.
- ✓ The Contractor is totally responsible for the biometric cards issued to his/her contract workmen.
- ✓ The Contractor has to indemnify BHEL for all the damages and loses caused by his/her workmen.

Place:
Date:

Signature of the Tenderer
with seal & full address

COMMON TERMS AND CONDITIONS FOR WORKS CONTRACT RELEVANT TO SAFETY

- All the Contract employees should be trained on Safety and certified by Safety/BHEL. New employees should undergo Safety Training before take up the work, without Safety Training no contract person is allowed to do any work.
- Use of cell phones and other mobile electronic devices (including hands-free devices) in the work spot and during the operation of a vehicle in the BHEL premises is prohibited.
- Contractor employees working on BHEL premises must wear appropriate personal protective equipment. Strict adherence to all required Personal Protective Equipment (Helmet, Safety Shoes and Goggles) are mandatory, specific PPE requirements will be based on job type or tasks performed.
- Excessively loose-clothing, dhoti/Lungi is prohibited especially around rotating or moving equipment.
- The contractors work area should be kept clean and orderly, free of clutter and trash, so that work may proceed in a safe and orderly manner. Tools should be safely positioned during use and promptly put away when no longer required.
- Fire-fighting, emergency shutdown devices, and life-saving equipment, should not be blocked by the contractors and access to the path to this equipment should be maintained at all times.
- Only approved equipment should be used in locations where flammable mixtures are present. A Hot Work Permit is required when open flames, or electric arcs are in the work area and while handling flammable materials.
- Smoking is not allowed in work area.
- BHEL operate under a comprehensive Emergency Response Plan. Contractor should be aware of the site Emergency Response Plan and communicate that plan to all their employees.
- It is recommended that the contractor should know & display the emergency phone number like Fire, Ambulance, Safety, Security etc. at their work area.
- It is the responsibility of the contractor to understand and use the appropriate Work Permits and to verify any permit requirements at the location. Contractor must make necessary arrangements with their Representative to acquire appropriate authorization to perform those operations at the site.
- Examples of operations that require a Permit to Work may include but are not limited to:
 - ❖ Hot Work
 - ❖ Excavation and Trenching
 - ❖ Confined Space Entry
 - ❖ Electrical Work
 - ❖ Working on Elevated Heights
 - ❖ Pipeline work
 - ❖ Roof Work
 - ❖ Radiography
- Fall protection equipment should be worn when working 2 meters or more above an established working surface.
- The minimum requirements for fall protection should be a full body harness, shock absorber, double locking snap hooks, and lanyard attached to a stationary support. Other fall protection systems (Roof top walk ladder, Duct ladder and safety Net) can be used with prior approval of the Safety dept. of the BHEL facility.

Place:
Date:

Signature of the Tenderer
with seal & full address

3. SAFETY CONDITIONS

Tender No: M&S/ 9221600013

DT.23.05.2016

Name of the work: Supply of 32 Numbers of RTO permitted 'T' board Diesel Non AC Tata Indica cars Model 2013 and Subsequent years for Two years on hire basis

The Factories Act, 1948:

Section 32: Floors, stairs and means of access shall be properly maintained to ensure safety. Every place of working should have safe access. When any person has to work at a height from which he is likely to fall, provision shall be made, so far as is reasonably practicable, by fencing or otherwise, to ensure the safety of person so working.

Tamil Nadu Factories Rules, 1950

Rule 55: Hoists and Lifts & Rule 55A. Lifting machines, chains, ropes and lifting tackles: Shall be maintained in good condition, thoroughly inspected and examined by competent persons and records to be maintained.

Rule 57: Excessive Weights: No person shall, unaided by another person, lift, carry or move by hand or on head, any material, article, tool or appliance exceeding the maximum limit in weight set out in the schedule (50 kg for adult male and 30 kg for adult female).

Rule 61E: Machinery and plant: No machinery, plant or equipment shall be constructed, situated, operated or maintained in any factory in such a manner as to cause risk of bodily injury.

Rule 61F: Methods of Work: No process or work shall be carried on in any factory in such a manner as to cause risk of bodily injury.

Rule 61G: Stacking and storing of materials etc.: No materials or equipment shall be stacked or stored in such a manner as to cause risk of bodily injury.

Rule 61-K. Examination of eye sight of certain workers: No person shall be employed to operate a Vehicles or to give signals to Vehicles operator unless his eye sight and colour vision have been examined and declared fit by a qualified ophthalmologist.

Rule 61-N and Rule 61- O: Workers to be provided with Personal Protective equipment suitable for the hazards and should be of good quality / have certification by Indian Standard Institute.

Note: For the type of work envisaged, personal protective equipment such as helmet, safety shoes and gloves are essential.

Rule 96: Notification of accidents: Shall be complied with as required in the Factories Act (Section 88 and Section 88A) and Tamil Nadu Factories Rules.

Place:

Date:

Signature of the Tenderer
with seal & full address

4. CONDITIONS RELATED TO THE WELFARE OF LABOURS

Tender No: M&S/ 9221600013

DT.23.05.2016

Name of the work: Supply of 32 Numbers of RTO permitted 'T' board Diesel Non AC Tata Indica cars Model 2013 and Subsequent years for Two years on hire basis

1. The Minimum Wages as prescribed by the State Government from time to time and additional payment as per BHEL circular should be paid to the contract Workers and the Wage and Attendance Registers should be produced to Welfare Section every month.
2. 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.
3. He has to have his own PF and ESI Codes and comply with the relevant Acts.
4. 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.
5. 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.
6. The Contract workers should be fully aware of safety measures and observe all safety precautions during work. The contractor should also make his own arrangements to provide requisite safety devices to the workers, based on the nature of work. Any accident/incident occurring to his workers in Company's premises should be reported in writing by the Contractor to Safety, Welfare and Line Executive concerned.

Place:

Date:

Signature of the Tenderer
with seal & full address

5. SAFETY PRECAUTIONS TO BE OBSERVED WHILE TRANSPORTING PATIENTS

Tender No: M&S/ 9221600013

DT.23.05.2016

Name of the work: Supply of 32 Numbers of RTO permitted 'T' board Diesel Non AC Tata Indica cars Model 2013 and Subsequent years for Two years on hire basis

I. VEHICLES:

01. Non AC TATA INDICA Cars carrying patients should have proper registration documents and must be produced on demand by BHEL security staff.
02. The lights on right side(i.e.) over driver's cabin should be in working condition.
03. Both the head lights as well as park lamps must be in working condition.

II. MOVEMENT OF VEHICLES :

01. The Non AC TATA INDICA Cars should not travel at more than 20 kmph in BHEL premises. (Not in emergency time)
02. Non AC TATA INDICA Cars carrying inflammable liquid in the tank containers should have grounding cabin or the tank should be coated with the insulating materials to avoid static electricity .In road junctions, speed breakers and railway crossing the speed should be lowered and vehicles should proceed cautiously.
03. The driving should be kept in the left at all places.
04. The Non AC TATA INDICA Cars should not be parked in the road in such a way to cause obstruction to vehicular traffic.
05. No persons other than driver should be allowed to sit or stand on the Non AC TATA INDICA Cars.
06. The Non AC TATA INDICA Cars should pass only through approved routes. Short cuts are forbidden.

Place:
Date:


Signature of the Tenderer
with seal & full address

6. OPERATIONAL CONTROL PROCEDURE

Tender No: M&S/ 9221600013

DT.23.05.2016

Name of the work: Supply of 32 Numbers of RTO permitted 'T' board Diesel Non AC Tata Indica cars Model 2013 and Subsequent years for Two years on hire basis

 70-938	OCUPATIONAL HEALTH &SAFETY MANAGEMENT SYSTEM	REV. DATE	00 22.1.02
OCP:BMM:015	OPERATIONAL CONTROL PROCEDURE	PAGE	1 of 2

- | | |
|-------------------------|---|
| 1. Purpose | : To ensure safe transportation of patients for movement through Non AC TATA INDICA Carss |
| 2. Scope | : Transport Non AC TATA INDICA Cars contracts. |
| 3. Responsibility | : Transporter |
| 4. Performance criteria | : Accident/damage record .
Feed back from user departments |
| 5. Cross reference | : OHSAS:18001:1999 Clause 4.4.6
Central Motor vehicles act and rules
Transport Contract given by BHEL.
Record of Hazard and Risk |

6. Activities

S	Activity	Responsibility
01	Ensuring the availability of proper RC Book for the vehicle, Fitness certificate as per Motor Vehicle Act 1988 and amended 1992 Sec.(256) with the driver and must be produced on demand by BHEL authorities.	Transporter / Owner
02	Verification of above documents at the factory gates/premises	BHEL Security staff
03	All the lights/horn of the Non AC TATA INDICA Cars should be in	Driver / Transporter
04	Drivers must have valid licence as specified in the Motor Vehicle Act Sec.3 to 28	Transporter /Executing Agency / Security
05	Insurance of motor vehicle against third party sec. 146	Transporter / owner
06	The driver of the Non AC TATA INDICA Cars must possess valid licence and produce on	Transporter / Executing Agency
07	In road junctions, speed breakers and railway crossing the speed should be lowered and vehicles should proceed cautiously.	Driver / Random check by Transporter
08	The Non AC TATA INDICA Cars should not be parked in the road in such a way as to	Driver / Transporter
09	No persons other than driver should be allowed to sit or stand in the cabin of the Non AC TATA INDICA Cars.	Driver
10	The Non AC TATA INDICA Cars should be driven only on roads, Short cuts are to be	Driver

Place:
Date:

Signature of the Tenderer
with seal & full address

7. GENERAL TERMS & CONDITIONS

Tender No: M&S/ 9221600013

DT.23.05.2016

Name of the work: Supply of 32 Numbers of RTO permitted 'T' board Diesel Non AC Tata Indica cars Model 2013 and Subsequent years for Two years on hire basis

1. **DEFINITION :-** In these General Conditions of Contract, the following terms shall have the meaning hereby assigned to them, except where the context otherwise requires:-
 - (a) The "**Contract**" means, the documents forming the tender and acceptance thereof, together with all the documents referred to therein including general and special conditions to contract. All these documents as applicable taken together shall be deemed to form one contract and shall be complementary to one another.
 - (b) The "**work**" means, the work described in the tender documents in individual work-orders as may be issued from time to time to the contractor by the Officer-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.
 - (c) The "**contractor**" means, the individual Firm or Company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the persons composing the firm or Company or the successors of the firm or company and the permitted assigns of such individual or firm or Company.
 - (d) "**The Officer-In charge**" means, the Officer deputed by the SDGM / M&S, to supervise the work or part of the work.
 - (e) "**Approved**" and "**Directed**" means, the approval or direction of SDGM / M&S, or person deputed by him for the particular purposes.
 - (f) BHMARAT 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 SDGM / M&S authorised to invite tenders and enter into contract for works on behalf of the Company.
 - (g) The "**Contract sum**" means, the sum accepted or the sum calculated in accordance with the prices accepted in tender and / or the contract rates as payable to the contractor for the execution of the work during the currency of the contract.
 - (h) A "**week**" means, Seven Days, without regard to the number of hours worked or not worked in any day in that week.
 - (i) A "**day**" means, the day of 24 hours (TWENTY FOUR) irrespective of the number of hours worked or not worked in that day.
 - (j) 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.
2. **HEADING TO THE CONTRACT CONDITIONS:** - The heading to these conditions shall not affect the interpretations thereof.
3. **WORK TO BE CARRIED OUT:-** The Contract shall, include all labour, materials, tools, plant, equipment and transport which may be required for the execution of the work. The Contractor will be deemed to have satisfied himself as to the nature of the site, local facilities of access and all matters affecting the execution of the work. No extra charges consequent on any misunderstanding in these respects or otherwise will be allowed.
4. **DEVIATIONS:-** The contractor shall not carry out any work not covered by schedule except in pursuance of the written instructions of SDGM / M&S. No such work shall be valid unless the same has been specifically confirmed and accepted by BHEL in writing and incorporated in the Contract.

Place:
Date:

Signature of the Tenderer
with seal & full address

5. 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.

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

6. 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.

7. EARNEST MONEY DEPOSIT (EMD):

- a. EMD by the Tenderer will be forfeited as per Tender Documents if :
 - (i) After opening the tender, the tenderer revokes his tender within the validity period or increase his earlier quoted rates.
 - (ii) The tenderer does not commence the work within the period as per LOI/Contract. In case the LOI / Contract is silent in this regard then within 15 days after award of contract.
- b. EMD given by unsuccessful tenderer shall be refunded normally within fifteen days of acceptance of award of work by the successful tenderer
- c. EMD shall not carry any interest.

8. 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	: 1 Lakh + 7.5% of the amount exceeding Rs.10 Lakhs
Above Rs.50 Lakhs	: 4 Lakhs + 5% of the amount exceeding Rs.50 Lakhs

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

(b) You may furnish the Security Deposit any one of the following forms:

- i) Cash (as permissible under the Income Tax Act)
- ii) Pay Order, Demand Draft in favour of BHEL
- 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).
- 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 with minimum 30 months validity.
- 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 with minimum 30 months validity.
- 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 (any of the above form) and the balance 50% may be recovered from the running bills.
- viii) EMD of the successful tenderer can be converted and adjusted against the security deposit.
- ix) The security deposit shall not carry any interest.

Place:

Date:

Signature of the Tenderer
with seal & full address

(Note: Acceptance of Security Deposit against Sl. No. (iv) and (vi) above will be subject to hypothecation or endorsement on the document 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)

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

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 realised 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.

9. 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".

10. INCOME TAX:-

- (i) Income Shall be deducted at the applicable rate in respect of the service contract including supply of labour for any work as follows:
- (ii) Xerox copy of PAN card shall be submitted to Account Dept. along with original for verification.
- (iii) TDS Certificate will be issued to vendors for each quarter ending as on 30th June, 30th Sept, 31st Dec and 31st Mar during the following quarter.

11. SERVICE TAX:-

- (i) Wherever service tax is liable to be paid by the contractor, the contractor shall register himself under the Service Tax Rules and a copy of Certificate of Registration shall be furnished to Account Dept.
- (ii) After registration, the payment of Service Tax shall be effected by the contractor to the Central Government monthly/quarterly based on the invoices raised before the due date of payment. The Service Tax Return also shall be submitted to the Government before the due date.
- (iii) The invoice/bill in original duly signed by the contractor claiming the payment for Service Tax shall clearly indicate the following:
 - (a) Continuous Serial no. & date of the bill
 - (b) Cost of the service
 - (c) Separately showing the Service Tax amount calculated at the applicable rate
 - (d) PAN based Service Tax Registration No.
- (iv) The Service Tax claimed in the bill will be paid to the contractor based on the proof of payment of service tax to the Central Government for the previous month/quarter as the case may be.

12. CENVAT: Wherever the contractor claims payment for the supply of materials used in the service. "Duplicate for Transporter" copy in original clearly depicting the Cenvat paid apart from the original invoice is required to be submitted to BHEL for the purpose of availing the Cenvat Credit.

13. VALUE ADDED TAX (VAT):- Wherever the service includes the supply of materials and claim is made for the payment of VAT, the original invoice duly signed by the contractor clearly indicating the cost of materials, rate of VAT, VAT amount, TIN no. is to be submitted for payment and availing the VAT credit.

Place:
Date:

Signature of the Tenderer
with seal & full address

14. 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.

15. CONTRACTOR'S SUPERVISION: - The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to the SDGM / M&S, 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 SDGM / M&S, or the OFFICER-INCHARGE, to receive instructions.

The SDGM / M&S, 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.

16. 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, thereunder from time to time.

17. 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.

18. DAMAGE & LOSS TO PRIVATE PROPERTY & INJURY TO WORKMEN :- The Contractor shall at his own expense reinstate and make good to the satisfaction of the SDGM / M&S 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.

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

20. (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.

Place:

Date:

Signature of the Tenderer
with seal & full address

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

If the Contractor shall:-

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

22. 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,

- (a) being an individual or if a firm any partner thereof shall at any time be adjudged bankrupt or have a receiving order for administration of his estate, made against him or shall take any proceedings for liquidation or composition under any bankruptcy Act or assignment of his effects of composition or arrangement for the benefit of his creditors or purport to do so , or if any application made under any:
Bankruptcy Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him on behalf of his creditors
OR
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.
- (b) 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 SDGM / M&S 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 SDGM / M&S, or the same shall be recovered from the Contractor by other means.
- (c) 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 SDGM / M&S, whose decision shall be final and conclusive.

Place:
Date:

Signature of the Tenderer
with seal & full address

23. CANCELLATION OF CONTRACT IN PART OF FULL FOR CONTRACTOR'S DEFAULT:

If the Contractor:

- (a) makes default in carrying out the work as directed and continues in that state after a reasonable notice from SDGM / M&S, or his authorised representative ;
- (b) fails to comply with any of the Terms and Conditions of the contract or after reasonable notice in writing with orders properly issued thereunder ;
- (c) 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 SDGM / M&S, which is final and conclusive) being less than 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 SDGM / M&S 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 SDGM / M&S, whose decision shall be final and conclusive.

24. 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.

- 25. 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 SDGM/ M&S 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.

- 26. 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 end user / executing agency, separately details of his claims for the work done by him upto and including the previous month which are not covered by his contract agreement in any of the following respects:

- (a) Deviation from the items provided in the contract documents.
- (b) Extra items / new items of work.
- (c) 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 upto and including the period under report.

- 27. 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 end user / executing agency.

- 28. 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.

Place:
Date:

Signature of the Tenderer
with seal & full address

- 29. POST TECHNICAL AUDIT OF WORK AND BILLS:-** BHEL reserves the right to carry out the post-payment Audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc., and enforce recovery of any sum becoming due as a result thereof in the manner provided in the presiding sub-paragraphs. However no such recovery shall be enforced after three years of passing the final bill.
- 30. FORCE MEJEURE CLAUSE:-** If, at any time during the continuance of this Contract the performance in whole or in part by either party of any obligations under this Contract shall be prevented or delayed by reason of any War, Hostile acts of the public enemy Civil Commotion, Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, 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 therefor 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 SDGM/M&S subject to prompt notification by the contractor.
- 31. ARBITRATION:** - Any dispute arising out of this Contract shall be referred to the Executive Director, Bharat Heavy Electricals Limited, Tiruchirapally-620014 or his authorised Representative for sole arbitration and his decision shall be final and binding on both the parties.
- 32. JURISDICTION :-** In case of any suit or other legal proceedings arising under or relating to this Contract, the courts at Trichy, Tamil Nadu only shall have the Jurisdiction and is only after exhausting the, Arbitration, Clause 31.
- 33. 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.
- 34. STATUTORY REQUIREMENTS:**
- (a) All statutory requirements under Minimum Wages Act, 1948, Factories Act 1948, Workmen Compensation Act 1923, Employees Provident Fund and Miscellaneous Provisions Act, 1952, Payment of Gratuity Act 1972, Employee State Insurance Act 1948, Contract Labour (R&A) Act 1970, Payment of Bonus Act 1965, Income Tax Act, Service Tax Act and all other applicable Acts shall be complied with by the Contractor.
 - (b) Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.
 - (c) Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
 - (d) Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and provide a copy of the same to BHEL.
 - (e) Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.

Place:
Date:

Signature of the Tenderer
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- 35. REGISTERS & RECORDS:** - The Contractor shall maintain all registers and records in the proper manner and as required by the regulations of the various authorities concerned and indemnify the Employer from the consequences due to any inaccurate or faulty documentation on the part of the Contractor.
- 36. MOTOR VEHICLE ACT:** - The transporter shall carry the weight of the consignment to the rated capacity of the vehicle only and Honor the Supreme Court Judgment by not carrying Over Weight and comply the relevant Motor Vehicle Act and other statutory requirement.
- 37. 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.
- 38. 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 has the right for suspending or terminating the contract.
- 39. LIEN OF CONSIGNMENTS:** - The Contractor shall have no 'lien' of any kind over the consignments entrusted for transportation. Any dispute with the Contractor and the consignees shall be settled on negotiations but under no circumstances, delivery of the materials shall be withheld by the Contractor.
- 40.** Contractor shall watch and safeguard Employer's interests during the performance of the work. The Contractor shall carefully check each consignment with the relevant despatch documents to ensure correctness of each despatch and each delivery.

Place:

Date:

Signature of the Tenderer
with seal & full address

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 II)) _____ dt. _____, Category : ____ (Micro/Small). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year _____ 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):

Rs. _____ Lacs

(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 S.O. 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