



An ISO: 9001
Organization

BHARAT HEAVY ELECTRICALS LIMITED
High Pressure Boiler Plant, Tiruchirappalli- 620014
Maintenance & Services Dept. (FB)

Phone: (0431) 257-5010

e-mail: umadsankar@bhel.in

ENQ No: 9222000004

dt.24.02.2020

NOTICE INVITING TENDER

Sub: HIRING OF ONE A/C T-BOARD DIESEL / PETROL CAR OF MODEL 2016 OR LATER ON HIRE BASIS.

Ref: Enquiry no: 9222000004 DATED: 24/02/2020; DUE DT: 04/03/2020

Tender of the above work should be submitted in a sealed cover consisting of two inner sealed covers superscribed as 1) Technical bid cover & 2) Price bid cover, also superscribing NAME OF THE WORK, ENQUIRY NUMBER, etc.

1 The complete Technical bid and price bid shall reach the office of the undersigned on or before **04/03/2020** at 14.00 Hrs.

The price bid cover shall contain price bid document in prescribed format **duly filled in and signed by the tenderer in all the pages**. The tenderer has to quote most competitive rates for the items given in price bid.

The Technical bid will be opened on the same day at 14.30 hrs. In case of opening day falls on holiday or happened to be declared as a holiday the receipt and opening of the tender shall automatically fall on the same timing of the next working day. You / Your authorized representative may participate in the tender opening.

Clarification if any can be obtained from the undersigned.

Thanking you,
Yours faithfully,

Contracts, Maintenance & Services Dept.
Bharat Heavy Electricals Limited, Trichy

Encl:

NIT – Notice Inviting tender (Consists of Preamble, PQC, Technical Bid & Price bid)

Tender should be addressed to:

**THE ENGINEER,
MAINTENANCE & SERVICES / CONTRACTS,
2&4 BUILDING, BHARAT HEAVY ELECTRICALS LIMITED,
HIGH PRESSURE BOILER PLANT,
TIRUCHIRAPPALLI, TAMILNADU - 620014.**

NOTICE INVITING TENDER

1	Name of work	HIRING OF ONE A/C T-BOARD DIESEL / PETROL CAR OF MODEL 2016 OR LATER ON HIRE BASIS.
2	Earnest Money Deposit	NA
3	Duration of the contract	7 Days (From the date of commencement of the work)
4	Last Date for Receipt of Tender	14.00 Hrs. on 04/03/2020
5	Date of Technical Bid Opening	14.30 Hrs. on 04/03/2020
6	Date of Price Bid Opening	Will be intimated to those who are Qualified, separately.
7	Guarantee Period	Not applicable

- 1 The Tender documents can be down loaded from BHEL website (www.bhel.com) / Govt. website (www.tenders.gov.in) at free of cost.
- 2 Tender document contains 14 Pages (PQC, Technical & Commercial Bid – 13 Pages, Schedule for Price Bid – 01 page).

ISSUING OFFICER



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BHARAT HEAVY ELECTRICALS LIMITED
High Pressure Boiler Plant, Tiruchirappalli- 620014
Maintenance & Services Dept. (FB)
Tel: (0431) 257-5010
e-mail: umadsankar@bhel.in

ENQ No:922200004

24/02/2020

PART - I (TECHNICAL BID)

SECTION - I: PRE QUALIFICATION CRITERIA

**THE BIDDER HAS TO MEET THE FOLLOWING REQUIREMENTS TO GET QUALIFIED FOR SUBMITTING TENDER FOR THE OPERATION OF A/C T-BOARD
DIESEL / PETROL CARS OF MODEL 2016 OR LATER ON HIRE BASIS**

SL.No.	REQUIREMENTS	BIDDER'S RESPONSE
1	<p>The bidder should have executed/executing atleast one contract (Hiring of cars) for State/Central Govt. or under takings or any private firms in the past (as on tender date).</p> <p>Note: Similar works means "Contract (Hiring of cars) for State/Central Govt. or under takings or any private firms". Necessary work order copies has to be submitted along with the offer as proof for the above requirement. Experience proof from other than BHEL shall contain work order copy along with Form 26AS / TDS certificate / bank statement for payment from the organisation. Otherwise the offer shall be rejected.</p>	
2	<p>The bidder should have minimum 1 No of T -Board car (Any Model & any year of registration) in the name of firm or in the name of partners before 90 days as on tender date to participate in the tender. Necessary copies of RC Book, Insurance certificate, permit of car and incase of Partnership, copy of partnership deed before 90 days as on tender date should be submitted along with the offer as proof. Orginals will be verified manually / through E-Vahan website.</p>	
3	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.	
4	Services offered by the bidder must meet the requirements of contract as detailed in the Tender specification PART-1 SECTION-II/SECTION-III/SECTION-IV.	

COMPANY PROFILE

SL.No.	PARTICULARS	BIDDER'S RESPONSE
1	Name of Service provider/Cabs/Travels Agency	
2	Status of the Service provider/Cabs/Travels agency	1. Proprietary 2. Partnership
3	Full address of the Service provider/Cabs/Travels agency	
4	Address proof document should be submitted along with the offer.	
5	Name of the Proprietor/Partner (in case of Partnership, registered deed copy should be submitted)	
6	Registration No . and date (copy should be enclosed)	
7	Telephone Land line No. / Mobile No./ e-mail id of the firm	
8	PAN Card No (copy should be enclosed)	
9	GSTN (copy should be enclosed, if applicable)	
10	Bidder to specify applicable GST in percentage.	
11	Self declaration whether banned in any Unit/Office of BHEL.	

PART – I (TECHNICAL BID)		
SECTION - II : CONTRACT TECHNICAL REQUIREMENTS		
SPECIFICATION CUM COMPLIANCE CERTIFICATE FOR OPERATION OF DIESEL / PETROL A/C T-BOARD DIESEL CARS OF MODEL 2016 OR LATER ON HIRE BASIS		
S.NO	REQUIREMENTS	BIDDER'S RESPONSE
1.1	The contractor has to supply ONE RTO Permit A/C T-Board cars registered in the year 2016 or later. The Make & Model should be specified by the vendor.	
1.2	Operating hours of the vehicle (Refer ANNEXURE-I) a) Vehicle will be used on all working days b) For sundays & holidays, based on need, required vehicles will be booked with prior intimation.	
1.3	Rate quoted by the contractor will be firm throughout the contract period.	
1.4	After completion of the contract period (6 months), if required BHEL may extend operation of the above contract for a further period of 3 (three) months on the existing terms and conditions.	
1.5	The successful vendors should submit the list of vehicles with a copy of RC books, valid permit, insurance along with original for verification before commencement of work. Any change of car in the list shall be informed in advance and obtain approval from BHEL.	
1.6	The vendor should ensure that the driver are available at the vehicle all the time during operation.	
1.7	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 vendor should provide good alternate vehicle immediately.	
1.8	The vendor 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.	
1.9	The starting and closing of km readings will be accounted and certified by BHEL.	
1.10	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.	
1.11	The vendor should have an adequate number of telephones for contact round the clock and these may be conveyed to BHEL.	
2	<u>REQUIREMENTS OF VEHICLE</u> The vendor should fulfil the following requirements in respect of the vehicle during the execution of the contract.	BIDDER'S RESPONSE
2.1	The engine cylinder displacement capacity of the vehicle should be 1100 CC or above.	
2.3	The cars should be provided with the following upholstery and accessories inside a) Complete set of seat covers b) Audio system with player and FM radio facility c) Full floor mat with foot mat d) Jockey and hand tools e) Spare fuses f) Black sticker in front lights	
2.4	The vehicle should always to be kept very clean both internally and externally .	
2.5	Seat cover should be washed and changed periodically to ensure the cleanliness.	
2.6	Periodical service of the vehicle in respect of the engine, wheel alignment & balancing, etc., as recommended by the vehicle manufacturer to be done without fail.	
2.7	All tyres including stepney in the car should be in good condition at the time of reporting.	
2.8	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.	
2.9	Playing audio player or radios in the cars is strictly prohibited within the factory premises.	

S.NO	REQUIREMENTS	BIDDER'S RESPONSE
3.0	Inflammable / Combustible material should not be kept or carried by the vehicle within the factory premises.	
3.1	HVAC system should function without any problem.	
3.2	All Vehicle safety requirements as per RTO rules and regulations are to be met.	
3	<u>DRIVER</u> The vendor 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 license with badge.	
3.3	Maximum age limit of the driver should be 60 years.	
3.4	Driver should wear neat uniform, shoes/ formal chappals during the duty hours.	
3.5	Driver should have mobile hand set in good working condition.	
3.6	Driver should not be drunken while on duty and should not smoke inside the car.	
3.7	Driver should adhere to the instructions given by Section-in-charge of BHEL transport.	
3.8	Driver should first allow the passenger to get inside the car and then only driver should enter the car.	
3.9	Driver should open and close the doors for all the passengers/customers while getting into or alighting the car.	
3.10	If there is a hand luggage brought by Officials, driver has to come forward and place the luggage in the car.	
3.11	Driver should strictly follow the motor vehicle rules while driving.	
3.12	Driver should wear safety belt while driving as per the 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 and Pickup points etc., while receiving the company guest.	
3.15	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.	
4	OPERATION	BIDDER'S RESPONSE
4.1	The vehicle should report at BHEL designated point 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 number.	
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 License, Badge No., road tax token, registration certificate, insurance cover note, fitness certificate of the vehicle, emission certificate if required, permit etc.) with the car and produce as and when required. In case of original document is not available immediately, copy of the same must be kept.	
4.5	Cars should report to BHEL in full readiness and serve for the entire day's operation in all respects.	
4.6	Car should operate only with the "ON CONTRACT WITH 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 vendor. He is also responsible for the safe, comfortable and timely transportation of the passengers.	
4.8	Cars should report to BHEL with diesel / petrol sufficient for the operation of the entire day.	

S.NO	REQUIREMENTS	BIDDER'S RESPONSE
5	GENERAL TERMS AND CONDITIONS	BIDDER'S RESPONSE
5.1	The vendor should not sub-let any portion of the contract.	
5.2	The vendor 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/adjourning highway/Roadway.	
5.3	Any addition or deletion or changes in the partnership deed should be informed to BHEL well in advance.	
5.4	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.	
5.5	The vendor should ensure that there should not be any advertisement on the car.	
5.6	The cars allotted for BHEL use will be checked by BHEL official as and when required.	
5.7	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.	
5.8	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 from security deposit, running bills due for payment and any other provisions available for recovery as per the terms and conditions of the contract.	
5.9	BHEL shall have the right to short close the contract at anytime due to their administrative reasons by giving one month notice in advance.	
6	PENALTY Penalty for non supply of vehicles will be levied as under:	BIDDER'S RESPONSE
6.1	A penalty of ₹. 1000/- per day for non supply and in addition the expenditure incurred by BHEL on the account of engaging an alternate vehicle due to the failure of the vendor will be recovered from their running bills. (e.g) -Penalty per vehicle per day. = Rs. 1000 + Rs X (expenditure incurred by BHEL for engaging an alternate vehicle) Penalty will be recovered from their running bill = Rs. (1000 + X) .	
6.2	a) In case of break-down of a car while on operation, the car should be replaced by an alternate vehicle of similar type within one hour from the time of breakdown. Bills should be prepared combining the total kms and total hrs. of both the cars (i.e.. break down car and substitute car). No detention charges will be paid for breakdown hours. The log/trip sheet shall mention about the break-downs. b) In case of non-replacement of vehicle in time, BHEL may arrange alternatives on its own and recover the expenses from the vendor. The tripsheet of the breakdown vehicle will be treated as cancelled and hence NO payment will be made for the breakdown vehicle.	
6.3	Any amount recoverable from the vendor towards the loss/damage will be adjusted from the outstanding payments due from BHEL or from the security deposit.	
7	PAYMENT TERMS	
7.1	Hiring charges shall be paid once in 15 days on production of necessary invoices/bills duly certified by the Executive In-charge.	
7.2	No advance may be paid for operational expenses as well as for capital expenditure towards purchase of vehicles.	
7.3	Applicable taxes are payable extra by BHEL at prevailing rates and corresponding TDS will be made as per Government norms.	
7.4	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.	

S.NO	REQUIREMENTS	BIDDER'S RESPONSE
SECTION – III		
BID/OFFER FORMAT		
The Bidders to note the following:		
S.NO	REQUIREMENTS	BIDDER'S RESPONSE
1	<p>The Bidder shall submit the offer in TWO PARTS in two separate sealed covers</p> <p>2. COVER-1 -- Technical and Commercial (Part-I)</p> <p>3. COVER- 2 -- Price Bid (Part-II)</p> <p>(Covers should be superscripting Tender No.)</p>	
2	All the above 2 covers put into a large single cover and superscripting Tender Notice No:	
3	The Part-I Technical and commercial bid alone will be opened on the Tender opening date	
4	Part-II Price Bid of technically suitable bidders alone will be opened after giving prior intimation.	
5	IMPORTANT POINTS TO BE TAKEN CARE OF WHILE SUBMITTING OFFER:-	
a	Should a bidder 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 bidders 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 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.	
g	If a bidder deliberately gives wrong information in his tender or creates conditions favorable for the acceptance of his tender, the BHEL RESERVES THE RIGHT TO 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 Bidders who resort to canvassing will be liable for rejection.	
j	Should a bidder'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.	
k	The bidder should sign and stamped in all pages of documents.	
l	Submission of tenders by hard copy only.	
m	The service provider should cover PF & ESI for all the drivers engaging for duty as per extant govt. rules.	

S.NO	REQUIREMENTS	BIDDER'S RESPONSE
SECTION - IV		
GENERAL TERMS & CONDITIONS OF CONTRACT : --		BIDDER'S RESPONSE
(1) a	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.	
b	The Officer-In charge means, the Officer deputed by the EXECUTIVE/BHEL-TRICHY., to supervise the work or part of the work.	
c	Approved and "Directed" means, the approval or direction of EXECUTIVE/BHEL-TRICHY, or person deputed by him for the particular purposes.	
d	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 EXECUTIVE/BHEL-TRICHY authorised to invite tenders and enter into contract for works on behalf of the Company.	
e	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.	
f	A "week" means, Seven Days, without regard to the number of hours worked or not worked in any day in that week.	
g	A "day" means, the day of 24 hours (TWENTY FOUR) irrespective of the number of hours worked or not worked in that day.	
h	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	DEVIATIONS:- The contractor shall not carry out any work not covered by schedule except in pursuance of the written instructions of DGM/PLNG/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.	
4	GST:	
a	Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration No (GSTIN) which should be clearly mentioned in the offer. If the dealer is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer. Dealers under composition scheme should declare that he is a composition dealer supported by the screen shot taken from GST portal. The dealer has to submit necessary documents if there is any change in status under GST.	
b	Supplier shall mention their GSTIN in all their invoices (incl. credit Notes, Debit Notes) and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No. which is linked/uploaded in GSTN network shall be clearly indicated), Billed to party (with GSTIN) & Shipped to party details, item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, Place of Supply etc.	
c	All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).	

S.NO	REQUIREMENTS	BIDDER'S RESPONSE
d	Invoices will be processed only upon completion of statutory requirement and further subject to following: (i) Vendor declaring such invoice in Form GST ANX-1 (ii) Receipt of Goods or Services and Tax invoice by BHEL	
e	As the continuous uploading of tax invoices in GSTN portal (in GST ANX-1) is available for all (i.e. both Small & Large) tax payers under proposed new GST Return System, all invoices raised on BHEL may be uploaded immediately in GST portal on despatch of material /rendering of services. The supplier shall ensure availability of Invoice in GST portal before submission of invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's GST ANX-2).	
f	In case of discrepancy in the data uploaded by the supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month informed by BHEL.	
g	In cases where invoice details have been uploaded by the vendor but failed to remit the GST amount to GST Department (Form PMT-08 or Form GST RET-01 to be submitted) within stipulated time, then GST paid on the invoices pertaining to the month for which GST return not filed by the vendor will be recovered from the vendor along with the applicable interest (currently 24% p.a) and all subsequent bills of the vendor will not be processed till filing of the GST return by the vendor	
h	In case GST credit is denied to BHEL due to non-receipt or delayed receipt of goods and/ or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount claimed in the invoice shall be disallowed to the vendor.	
i	Where any GST liability arising on BHEL under Reverse Charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the vendor.	
j	Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contracts. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Tax Invoice will be issued by BHEL indicating the respective supply invoice number.	
k	GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 – Central Tax dated 13.09.2018. GST TDS certificate which will be generated in GST portal subsequent to vendor accepting the TDS deduction in the GST portal, will be issued to the vendor.	
l	GST and Income Tax levied by the Central Government authorities should be borne by the contractor. The GST will be reimbursed by BHEL as per Government Norms against the payment of the same.	
5	PLANT AND EQUIPMENT:- The Contractor shall at his own expense, supply all tools plant and equipment (Herein after referred to as T&P) required for the execution of the contract.	
6	SUB-CONTRACT :- The Contractor shall not sub-let any portion of the contract without the prior written approval of the BHEL .	
7	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	
8	SECURITY DEPOSIT: --	
a)	The Security Deposit shall be collected before start of the Work. Security Deposit shall be furnished by the successful vendor to the total contract value before starting the work. The total amount of Security Deposit will be 5% of the contract value may be accepted in the following forms:	
b)	e-Collect mode.	
c)	Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)	
d)	Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL	

S.NO	REQUIREMENTS	BIDDER'S RESPONSE
e)	Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)	
f)	Security Deposit shall 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 remitted before the starting of the work and the balance 50% will be recovered from the running bills. The security deposit shall not carry any interest.	
g)	Security Deposit shall not be refunded except in accordance with the terms of Security Bond or Agreement. 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.	
h)	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	
i)	REFUND OF SECURITY DEPOSIT:- The Security Deposit mentioned above may be refunded to the Contractor after 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".	
j)	CONTRACTOR'S SUPERVISION:- The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to the EXECUTIVE/BHEL-TRICHY 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 EXECUTIVE/BHEL-TRICHY, or the OFFICER-INCHARGE, to receive instructions.	
k)	The EXECUTIVE/BHEL-TRICHY, 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.	
10	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	
11	DAMAGE & LOSS TO PRIVATE PROPERTY & INJURY TO WORKMEN :- The Contractor shall at his own expense reinstate and make good to the satisfaction of the EXECUTIVE/BHEL-TRICHY, 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	
12	LAWS GOVERNING THE CONTRACT:- The contract shall be governed by the Indian Laws for time being in force.	
13	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 :-	
(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)	

S.NO	REQUIREMENTS	BIDDER'S RESPONSE
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.	
14	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)	
b	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)	
c	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.	
d	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 EXECUTIVE/BHEL-TRICHY 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 EXECUTIVE/BHEL-TRICHY., or the same shall be recovered from the Contractor by other means	
e	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 EXECUTIVE/BHEL-TRICHY., whose decision shall be final and conclusive.	
15	CANCELLATION OF CONTRACT IN PART OR FULL FOR CONTRACATOR'S DEFAULT:	
a	If the Contractor makes default in carrying out the work as directed and continues in that state after a reasonable notice from EXECUTIVE/BHEL-TRICHY, or his authorized 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 EXECUTIVE/BHEL-TRICHY., which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL. If the cost exceeds the money due to the Contractor under this contract the Contractor shall either pay the excess amount ordered by EXECUTIVE/BHEL-TRICHY 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 EXECUTIVE/BHEL-TRICHY, whose decision shall be final and conclusive.	

S.NO	REQUIREMENTS	BIDDER'S RESPONSE
16	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.	
17	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 EXECUTIVE/BHEL-TRICHY., 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.	
18	SUBMISSION OF BILLS BY CONTRACTOR:- No advance payment will be made. The Contractor at the end of each month shall submit a bill in triplicate detailing the work done during the month supported by the requisitions issued from time to time.	
19	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.	
20	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.	
21	<p>ARBITRATION & CONCILIATION: -</p> <p>(a) Except as provided elsewhere in this Agreement, in case amicable settlement is not reached between the parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Agreement ; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Agreement ; or , in any manner touching upon the Agreement, then, either Party may , by a notice in writing to other Party refer such dispute or difference to sole arbitration of an arbitrator appointed by Head of the BHEL Units/Region/Division issuing the Agreement.</p> <p>(b) The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the parties.</p> <p>(c) Subject as aforesaid, the provision of Arbitration & Conciliation Act 1996 (India) or statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause. The seat of arbitration shall be Trichy, Tamil Nadu.</p> <p>(d) The cost of arbitration shall be borne as per the award of the Arbitrator.</p> <p>(e) Subject to arbitration in terms of clause 28 above, the Courts at Trichy Tamil Nadu shall have exclusive jurisdiction over any matter arising out of or in connection with this Agreement.</p> <p>(f) Notwithstanding the existence or any dispute or difference and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligation under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.</p>	
	<p>In case of contract with Public Sector Enterprises (PSE) or a Government Department, the following shall be applicable</p> <p>In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred by either Party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the Parties to the dispute, provided, however, any Party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the Parties hereto finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.</p>	

S.NO	REQUIREMENTS	BIDDER'S RESPONSE
22	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.	
23	The bidder along with its associate/collaborators/sub-contractors/sub-vendors/consultants/service providers shall strictly adhere to BHEL fraud prevention policy displayed on BHEL website http://www.bhel.com and shall immediately bring to the notice of BHEL management about any fraud or suspected fraud as soon as it comes to their notice.	
25	The contractor should remit the salary/wages for their workmen only through Bank. Monthly clearance will be given in respect of all contractors, if only the salary/ wages to the workmen has been remitted through the bank account of the contract workmen. The relevant Bank statement/proof for Bank payment should be produced along with PF and ESI challan's to Welfare Section every month.	
24	INDEMNITY: The Contractor shall have to indemnify BHEL against all claims for injury or damage to any person or property caused by his negligence or negligence of his employees whilst in BHEL premises / sites.	
25	RISK PURCHASE: In the event of any successful Tenderer's failure to fulfil any of the Tender / Contract obligations as per Contract / Agreement BHEL may entrust the job to alternate source and get it completed to meet BHEL requirement and additional expenditure, if any, including consequential cost, will be fully recovered from the Tenderer Contractor who failed to complete the job in line with Contract. The decision of BHEL with regard to the actual losses / consequential expenditures (with 5% over heads) incurred by BHEL shall be final and binding on the Tenderer / Contractor.	

ANNEXURE-I

BRIEF DESCRIPTION OF WORK FOR OPERATION OF DIESEL / PETROL A/C T-BOARD CAR OF MODEL 2016 OR LATER ON HIRE BASIS (from Chengalpattu to M/s Arudra Engg., Kunnavakkam, Chennai):

Approximate distance to travel to and fro from Chengalpattu to Kunnavakkam, and other miscellaneous - 100 KM

Note:

1. Owner responsibility for the all facilities for driver (Food, Stay, beta.. etc.)
2. No. of cars required 01(one).
3. Requirement of vehicle for approx. 180days.
4. Vehicle to accommodate min 4 persons and with A/C.
5. Diesel /Petrol will be in the scope of the vendor.
6. The rate quoted by the contractor will be firm throughout the contract period.
7. The vehicle should have been registered on or later 2016.

COMMERCIAL TERMS AND CONDITIONS FOR M&S CONTRACTS

- 1) Hiring charges shall be paid once in 15 days on production of necessary invoices/bills duly certified by the Executive In-charge.
- 2) Attendance register should be maintained.
- 3) Security Deposit shall be furnished by the successful vendor to the total contract value before starting the work. The total amount of Security Deposit will be 5% of the contract value.
- 4) SD is forfeited in case of any failure in execution of the contract or due to any shortcomings observed in the documentation furnished earlier for getting qualified or in case the Contractor is banned. GST will be charged on the SD amount forfeited from the bidder at the applicable rates. GST tax Invoice will be issued to the vendor on receipt/recovery of GST amount from the vendor
- 5) An additional payment as per circular ref. BHEL: HR: W: EW, dt.08.04.2014 is to be paid to the contract workmen as below, over and above the minimum wages prescribed by the government of Tamil Nadu:
Unskilled - Rs.3200/-
Semiskilled - Rs.3700/-
Skilled - Rs.4100/-
- 6) Bonus @ 8.33 % to workmen to be paid.
- 7) Rate should be quoted as per price bid format.
- 8) Taxes if have to be mentioned separately in the offer.
- 9) The rate that is offered should be comprehensive and no separate charges will be made towards expenses like travel, boarding and lodging.
- 10) Offer should be valid for a period of 120 (One Hundred & Twenty) days from Techno-commercial bid opening date.
- 11) In the course of evaluation if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders. Incase more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss /draw of lots in the presence of the respective L-1 bidder(s) or their representative(s). Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.

PART-I (No Deviation Certificate)

ANNEXURE-II

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

Name of Works: HIRING OF ONE A/C T-BOARD DIESEL / PETROL CAR OF MODEL 2016 OR LATER ON HIRE BASIS.

Enquiry No: 9222000004/ 24.02.2020

I/We M/s. have read and clearly understood all the Terms and conditions in Tender Schedule of and accordingly accept the same without any deviation what so ever.

1) I/ We unconditionally agree to all the tender conditions and no new conditions are imposed by us in the technical / price bid. I understand in the event of imposing any condition in the technical / price bid, such condition would be ignored by BHEL and only the prices will be considered for the purpose of evaluation"

2) I/ We confirm that none of our group concern or affiliates etc., appears on the list of banned firms / companies by BHEL (list available on www.bhel.com) nor any of the Director / Partner / proprietor of bidder / such group concern or affiliate etc. are involved with such company.

3) I/ We also declare that, we have not been suspended or black listed or issued with Show Cause Notice by BHEL-Trichy or any other BHEL Unit or any PSU/ Government organization.

4) I/ We confirm that other than us, none of our group concerns or affiliates etc. are participating in the tender either directly or indirectly through any other agency under same proprietor / common director(s) / common partner(s).

5) I/ We confirm that if any of the above statement / information furnished by us in this tender is found to be false/ fake at any stage of tender evaluation or during execution of contract, BHEL will have the right to initiate appropriate action including legal proceeds / termination of contract, recovery of damages, penalties etc. as deemed fit.

(Contractor Signature with Seal)

Part- II (PRICE BID)					
TENDER NOTICE No:9222000004					
RATE SCHEDULE FOR HIRING DIESEL / PETROL A/C T-BOARD DIESEL CARS OF MODEL 2016 OR LATER					
S.No.	DESCRIPTION OF WORK	UNIT	Estimated Qty	Rate in Figures & Words	Value
1	Package Rate per Car for 100 KMs and 10 Hrs duration.	Fixed rate Per Day	180	Vendor to Quote	-NA-
2	Additional cost per KM, if any beyond 100 KM per day.	Rs. Per KM	4320	Rs.8	-NA-
3	Detention charges, if any beyond 10 hours per day. Fraction hours will be rounded off.	Rs. Per Hour	1080	1/20.56 of S.No.1	-NA-

Note (Common for all items):

- i) Bidders should quote the Package rate(Rate schedule S.No: 1) only.
- ii) The actual car parking charges, toll charges and permit charges if any, incurred during operation are included in Package rate(Rate schedule S.No: 1).
- iii) Cumulative L1 will be considered based on Package rate(Rate schedule S.No: 1).
- iv) Value= Qty. x Rate per day. This will be calculated by BHEL.
- v) Rate should be quoted without GST.