

Name of the work: Hiring of 1 number of Hi-Tech AC Tempo Traveller Ambulance, 4 numbers of Normal Tempo Traveller ambulance and 1 number of Dead body Van for a period of 2 (TWO) years
Enq. No.9221800011



An ISO: 9001
Organization

BHARAT HEAVY ELECTRICALS LIMITED

High Pressure Boiler Plant, Tiruchirappalli- 620014

Maintenance & Services Dept. (FB)

☎: (0431) 257-5958 Fax: (0431) 257-6805

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SECTION – III		
BID/OFFER FORMAT		
The Bidders to note the following:		
Sl. No.	REQUIREMENTS	Bidder's Response
1	The Bidder shall submit the offer in TWO PARTS in two separate covers	
	1.COVER- 1 -- Technical and Commercial (Part-I)	
	2.COVER- 2 -- Price Bid (Part-II)	
	(Covers should be superscripting Tender No.)	
2	COVER- 3 -- E.M.D shall be submitted in a separate cover and superscripting the cover 'EMD'. (The Tender without EMD is liable for rejection.)	
3	All the above 3 covers put into a large single cover and superscripting Tender Notice No:	
4	The Part-I Technical and commercial bid alone will be opened on the Tender opening date	
5	Part-II Price Bid of technically suitable bidders alone will be opened after giving prior intimation.	
6	IMPORTANT POINTS TO BE TAKEN CARE OF WHILE SUBMITTING OFFER:-	Bidder's Response
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.	

Sign. Seal of the Bidder

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j	If a bidder withdraws his offer after submission of his tender before opening of the price bid or after acceptance of his tender, fails to start the work in accordance with the instructions of BHEL, the Earnest Money Deposited by him shall be forfeited.	
k	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.	
l	The bidder should sign and stamped in all pages of documents.	
m	Submission of tenders by hard copy only.	
n	The service provider should cover PF & ESI for all the drivers engaging for duty.	
	SECTION - IV	
	GENERAL TERMS & CONDITIONS OF CONTRACT : --	
Sl. No	REQUIREMENTS	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 SM/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.	

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4	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	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.	
7	SUB-CONTRACT :- The Contractor shall not sub-let any portion of the contract without the prior written approval of the BHEL .	
8	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	
9	SECURITY DEPOSIT: --	Bidder's Response
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.	
b)	Payment of SD must be in e-Collect mode only.	
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	
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.	
g)	EMD of the successful tenderer shall be converted and adjusted against the Security Deposit. The security deposit shall not carry any interest.	
h)	The Earnest Money paid at the time of tender will be adjusted as part of the Security Deposit and the balance amount will be recovered by deduction from the running bills of the contractor at the rates mentioned above.	
i)	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.	
j)	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	
k)	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".	

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10	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.	
a)	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.	Bidder's Response
11	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	
12	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	
13	LAWS GOVERNING THE CONTRACT:- The contract shall be governed by the Indian Laws for time being in force.	
14	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.	

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	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.	
15	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)	Bidder's Response
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.	
16	CANCELLATION OF CONTRACT IN PART OF 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 ;	

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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.	Bidder's Response
17	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.	
18	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.	
19	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.	
20	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.	
21	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.	
22	ARBITRATION: - All disputes between the parties to the contract, arising out-of or relating to the contract, other than those for which the decision of the EXECUTIVE/BHEL-TRICHY, or Accepting Officer or any other person is by the contract expressed to be final and conclusive shall after written notice by either party to the contract to the other party be referred to the sole Arbitration of GENERAL MANAGER or other Officers of BHEL appointed as Arbitrator, by the GENERAL MANAGER of BHEL in his sole discretion.	Bidder's Response
	Unless the parties otherwise agree, such reference shall not take place until after the completion, alleged completion or abandonment of the work of the determination of the contract.	
	The venue of Arbitration shall be such a place or places as may be fixed by the Arbitrator in his sole discretion. The award of the Arbitrator shall be final, conclusive and binding on both parties to the contract.	

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23	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.	
24	EMD by the Tenderer will be forfeited as per Tender Documents if:	
	(i) After opening the tender, the tenderer revokes his tender within the validity period or increases his earlier quoted rates.	
	ii) 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.	
25	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.	
26	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.	
27	MSE suppliers can avail EMD Waiver benefits only if they submit along with the offer, attested copies of either EM II Certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II Certificate along with attested copy of a CA Certificate (Format Enclosed). Tenders without EMD/MSME proof as detailed above will be summarily rejected.	

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COMMERCIAL TERMS AND CONDCTIONS FOR M&S MECHANICAL CONTRACTS:

- 1) 100% payment will be made after completion of entire work pro-rata basis on submission of invoice in triplicate duly certified by Area In-charge.
- 2) Attendance register should be maintained.
- 3) Payment of EMD & SD must be in e-Collect mode only, while making such payment, Enquiry number may be mentioned in Remark column. Offers without EMD shall be liable for rejection.

Procedure to remit money to BHEL Trichy's Account:

Login to : <https://www.onlinesbi.com/prelogin/icollecthome.htm?corpID=574693>

- a) Select State Bank Collect available on the top (pre login page)
- b) Accept the terms and conditions and click "PROCEED"
- c) Select State "TAMILNADU "and Institution type "INDUSTRY ".
- d) Select "BHEL TRICHY" under "INDUSTRY".
- e) In the next page, select APPROPRIATE category, fill details correctly & click "SUBMIT".
- f) If all details entered are correctly populated, click "CONFIRM "to proceed.
- g) Make payment as per your convenience. (Options available are payment of fees through SBI Net Banking, State Bank ATM cum Debit Cards / Other Bank Debit / Credit Cards and through SBI Branches).
- h) SAVE & Keep the copy of receipt for future reference.

4) 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. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit. SD will be 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.

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.
- 8) Taxes if any will 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) The contractor should quote the validity of the offer.
- 11) If two or more vendors offer the same rate, negotiation will be conducted separately.
- 12) 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 challans to Welfare Section every month.

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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):

₹ _____ 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):

₹ _____ Lacs

(Strike off whichever is not applicable)

The above investment of ₹ _____ Lacs is within permissible limit of ₹ _____ 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