



An ISO: 9001
Organization

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

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ENQ No: 9222000005

dt. 25.02.2020

NOTICE INVITING TENDER

Sub: Outsourcing of Transport Operations of BHEL Owned Vehicles at BHEL, Trichy.

Ref: Enquiry no: 9222000005 DATED: 25/02/2020; DUE DT: 28/02/2020

Tender of the above work should be submitted in a sealed cover consisting of three inner sealed covers superscribed as 1) EMD cover, 2) Technical bid cover & 3) Price bid cover, also superscribing NAME OF THE WORK, ENQUIRY NUMBER, etc.

EMD cover shall contain requisite EMD of **₹ 8424.00/-** & Payment of EMD must be in e-Collect mode

1 only. Tender without EMD will be summarily rejected and the Technical bid & price bid shall not be considered.

2 The complete Technical bid and price bid along with requisite **EMD** shall reach the office of the undersigned on or before **28/02/2020** at 14.00 Hrs.

Bidders registered as MSE (UAN) / NSIC / SSI are exempted from paying EMD subject to submission of valid Registration document along with Tender. These bidders can avail EMD Waiver benefits only if they submit in EMD cover along with the offer, attested copies of either valid EM-II Certificate (five years from the date of issue of acknowledgement in EM-II or else, with attested copy of a CA Certificate in Enclosed Format) or MSE (UAN- along with CA certificate in attached format)/ valid NSIC / SSI certificate. **Tenders without EMD/MSE proof as detailed above will be summarily rejected.**

4 One set of unpriced bid of Contract Work Schedule duly signed by the tenderer for accepting the work content (BOQ) should be submitted along with the Technical bid for technical evaluation.

5 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 all the items given in the Bill of Quantities 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	Outsourcing of Transport Operations of BHEL Owned Vehicles at BHEL,Trichy.
2	Earnest Money Deposit	₹ 8424.00/-
3	Duration of the contract	SIX Months (From the date of commencement of the work)
4	Last Date for Receipt of Tender	14.00 Hrs. on 28/02/2020
5	Date of Technical Bid Opening	14.30 Hrs. on 28/02/2020
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
- 2 Tender document contains 15 Pages (PQC, Technical & Commercial Bid – 13 Pages, Schedule for Price Bid-1 page; Sample format for CA certificate – 01 page)

ISSUING OFFICER

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 DIESEL LUXURY VEHICLES ON HIRE BASIS AS AND WHEN REQUIRED BY BHEL / TRICHY FOR THE PERIOD OF TWO YEARS.		
SL. No.	REQUIREMENTS	BIDDER'S RESPONSE
1	The Vendor should have executed atleast one service contract for state/central Govt. or under takings or any private firms in the last five years (as on tender date). Necessary work order copies has to be submitted along with the offer as proof for 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.	
2	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.	
3	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/Agency	
2	Full address of the Service provider/Agency	
3	Name of the Authorized person & Mobile No	
4	Landline phone No.: Mobile number: e-mail id :	
5	PAN Card No(copy should be enclosed)	
6	GST registration Number (Copy to be Enclosed)	
7	Bidder to specify applicable GST in percentage (copy should be enclosed, if applicable)	
8	Self declaration whether banned in any Unit/Office of BHEL.	

PART –I (TECHNICAL BID) SECTION -II : CONTRACT TECHNICAL REQUIREMENTS & SCOPE OF WORK		
S.NO.	DESCRIPTION	BIDDERS RESPONSE
1	This contract envisages providing operational services for BHEL Owned Vehicles to meet the transport needs of BHEL, Trichy for a period of Six months.	
2	Transport Operation services will be no. of cycles per day, during the contract period on all days of the week including Sundays and Holidays.	
3	<p>The following transport operations including other transport needs / services (not stated here) as per the requirement of BHEL, Trichy are to be carried out by the contract on daily basis or as per requirement.</p> <ul style="list-style-type: none"> a. Shuttle Trip for General Shift staff from HRDC. b. Cylinder Movement. c. Shuttle Trip for "B" Shift staff from HRDC. d. Shuttle Trip for Night Shift staff from 24 Bldg & Unit-II. e. Shuttle Trip for "C" Shift staff from HRDC. f. Morning & Evening Rock fort Trip - Township to/fro Railway Station. g. Shuttle Trip - WRI to/fro ROCK Fort Guest House for WRI course audience as per requirement. h. Shuttle Trip - HRDC to/fro PlantLab for HRDC course audience as per requirement. i. For all BHEL Campus School function / Programme as per requirement. j. BHEL Security band Staff Movement as per Requirement. k. As per request from Civil Town Ship, Medical Dept. & HR admin for Republic & independence day function. l. Other Department material movement. m. House Shifting <p>Note: The above is the tentative operation list, the service may includes other transport needs / services as per the requirement of BHEL, Trichy</p>	
4	The service provider should supply required drivers for operating company vehicles and cranes in BHEL Trichy regularly. They will be deployed in any shifts on all days of the week including Sundays and Holidays.	
5	The drivers engaged should have valid heavy motor vehicle licence with badge number / Crane operator license. The age of the driver should not be more than 64 years. Originals will be verified.	
6	The drivers shall be physically fit and have good eyesight. Necessary medical certificates shall be obtained from a registered medical officer. If necessary the drivers will be medically checked by an authorized Company Doctor at the contractor's expenses and withdraw him from duty if found unfit.	
7	The successful service provider has to submit the list of drivers with Bio-data of drivers to BHEL containing Full name, Father's Name, date of birth, educational qualification, full residential address with proof and passport size photographs, marital status and a copy of valid HMV licence with badge number.	
8	The service provider shall agree to supply additional drivers based on operations need if required any time during contract period for the same terms & conditions.	
9	The service provider shall ensure that driver engaged by him, follow all the traffic rules and follow the provisions of Motor vehicle Act. Any penalty for traffic violation imposed by the traffic police will be at the Contractor's account and BHEL will not reimburse the same under any circumstances.	
10	The service provider shall ensure that driver engaged by him attends the duty in neat and tidy uniform with shoes or formal chappals.	
11	The drivers should be provided with mobile phone for communication. He should be instructed to follow all safety norms while on duty. The reporting point for drivers engaged by the vendor shall be BHEL Transport department.	

S.NO.	DESCRIPTION	BIDDERS RESPONSE
12	The vendor should ensure that drivers engaged for the service shall maintain records in trip sheet/log book provided for the vehicle on day to day basis.	
13	<p>The drivers will be rostered for work in any of the following shifts on rotation basis.</p> <p>i). Shift A - 07.00 Hrs. to 15.00 Hrs.</p> <p>ii). Shift B - 15.00 Hrs. to 23.00 Hrs.</p> <p>iii). Shift C - 23.00 Hrs. to 07.00 Hrs.</p> <p>iv). Shift G - 08.00 Hrs. to 16.30 Hrs.</p> <p>v). Shift N - 16.30 Hrs. to 01.00 Hrs.</p> <p>vi). Split Shift - 07.30 to 11.30 & 13.30 Hrs. to 17.30 Hrs.</p>	
14	BHEL will increase/ decrease the number of driver if necessary based on operational need.	
15	The service provider should ensure availability of driver for all working days. In the event of absence of driver and failed to replace the driver by the contractor, an alternate arrangement shall be made by BHEL and actual cost will be deducted from the contractor as penalty.	
16	Drivers engaged by the vendor should adhere to the BHEL road safety rules and regulations inside the factory and township premises.	
17	The vendor shall ensure that driver engaged by him take utmost care of the vehicle, and shall maintain the vehicles in proper condition by cleaning, checking of tyre pressure, fuel level, engine oil level, radiator coolant, brake fluid, head lights, indicators, horn, reverse horn, battery etc., on regular basis.	
18	The vendor shall ensure that the driver engaged by him shall handle the vehicles including the accessories installed in it like stereo, spare wheel etc., responsibly throughout the contract period.	
19	The driver should have been covered under ESI & PF, if applicable.	
20	<p>The vendor is solely responsible to obtain insurance cover for his drivers at his own cost.</p> <p>No claim will be entertained by BHEL for any compensation to the vendor or his drivers during any type of accidents or injuries.</p>	
21	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.	
21	The contractor is directly responsible for injuries / death of vehicle driver or any person employed by him as well as to the third party occupants or other users arising due to accident or otherwise of vehicle during the contractual period. At any point of time, BHEL will not be responsible for any loss / damage either to the person or to the vehicle arising out of accident of the vehicle for performing the contractual obligations.	
22	Any damage to BHEL materials due to rough and faulty handling by the contractor's men will have to be made good by the contractor to BHEL. Similarly if any damage caused to BHEL equipment's / installation, property of third party in the course of work by the contractor's men, the same shall be made good by the contractor.	
23	In case BHEL be held liable for any loss, damage or compensation to third parties arising from or in relation to transport operations done by the vendor, such loss, damage or compensation shall be paid by the vendor to BHEL together with the cost incurred by BHEL on any legal proceedings pertaining thereto.	
24	Drivers supplied by the vendor should be sincere and maintain good discipline while on duty and should meet out the travel requirements of BHEL satisfactorily without any complaint. Any indiscipline/ misbehaviour / complaint is notified on the driver while on duty, will warrant change of driver.	

S.NO.	DESCRIPTION	BIDDERS RESPONSE
25	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 running bills due for payment and any other provisions available for recovery as per the terms and conditions of the contract.	
26	BHEL shall have the right to short close the contract due to their administrative reasons by giving one month notice in advance.	
27	After completion of the contract period (Six 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.	
28	In the event of termination of contract for any reason whatsoever, the service provider shall withdraw his driver from the establishment of BHEL. In case, contractor decided to terminate services of his driver, he should settle all terminal dues.	
29	The service provider shall comply with all relevant statutory requirements, rules, regulations and notifications issued from time to time by the concerned authorities in relation to employment of his drivers.	
30	The service provider shall be solely responsible for non-payment / delayed payment of wages, contributions under EPF & ESI Act etc., If applicable.	
31	The service provider shall indemnify BHEL against all claims by statutory authorities and laws under various Labour Laws, statutes or any civil or criminal law in connection with drivers deployed by him.	
32	<u>PENALTY CLAUSE</u> Penalty for non operation of cycle / service will be levied as under: A token penalty of Rs.500/-for short supply of per service / per cycle will be imposed and it will be recovered from their running bills.	
33	Payment will be made on monthly basis subject to the production of necessary invoices/bills duly certified by the Executive In-charge.	
34	No advance may be paid for operational or any other expenses.	
35	Applicable taxes are payable extra by BHEL at prevailing rates and corresponding TDS will be made as per Government norms.	

SECTION – III		
BID/OFFER FORMAT		
The Bidders to note the following:		
Sl. No.	REQUIREMENTS	Bidder's Response
1	<p>The Bidder shall submit the offer in TWO PARTS in two separate sealed covers</p> <p>1. COVER- 1 -- E.M.D shall be submitted in a separate cover and superscripting the cover 'EMD'. (The Tender without EMD/MSE proof is liable for rejection.)</p> <p>2. COVER- 2 -- Technical and Commercial (Part-I)</p> <p>3. COVER- 3 -- Price Bid (Part-II)</p> <p>(Covers should be superscripting Tender No.)</p>	
2	All the above 3 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	If a bidder withdraws his offer after opening of the tender (Part-I) the Earnest Money Deposited by him shall be forfeited.	

Sl. No.	REQUIREMENTS	Bidder's Response
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 as per extant govt. rules.	
SECTION - IV		
GENERAL TERMS & CONDITIONS OF CONTRACT : --		
(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 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.	

Sl. No.	REQUIREMENTS	Bidder's Response
6	Tender document contains 15 Pages (PQC, Technical & Commercial Bid – 13 Pages, Schedule for Price Bid – 01 page; Sample format for CA certificate – 01 page)	
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: --	
a)	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. Security Deposit may be accepted in the following forms:	
b)	Payment of SD preferably in 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	
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)	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.	
i)	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	
j)	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".	

Sl. No.	REQUIREMENTS	Bidder's Response
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.	
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 respective area HOD 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 BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL, 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 Employees Compensation Act or otherwise.	
12a)	<p>“BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life / permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below.</p> <p>a) Victim: Any person who suffers permanent disablement or dies in an accident as defined below.</p> <p>b) Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/operation and works incidental thereto at BHEL factories/offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works/during working at BHEL Units/Officers/townships and premises/Project sites</p> <p>c) Compensation in respect of each of the victims:</p> <p>(i) In the event of death or permanent disability resulting from Loss of both limbs: Rs 10,00,000/- (Rs Ten lakh)</p> <p>(ii) In the event of others permanent disability: Rs.7,00,000/- (Rs. Seven Lakh)</p> <p>d) Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to section 2 (I) of the Employee's Compensation Act,1923”</p>	
13	LAWS GOVERNING THE CONTRACT:- The contract shall be governed by the Indian Laws for time being in force.	

Sl. No.	REQUIREMENTS	Bidder's Response
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. 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)	
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	

Sl. No.	REQUIREMENTS	Bidder's Response
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 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 supervision and establishment charges as may be decided by the EXECUTIVE/BHEL-TRICHY, whose decision shall be final and conclusive.	
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.	

Sl. No.	REQUIREMENTS	Bidder's Response
21	<p>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.</p>	
22	<p>ARBITRATION: - (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>	

Sl. No.	REQUIREMENTS	Bidder's Response
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.	
25	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.	
26	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.	
27	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.	
28	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.	
29	Bidders registered as MSE (UAN) / NSIC / SSI are exempted from paying EMD subject to submission of valid Registration document along with Tender. These bidders can avail EMD Waiver benefits only if they submit in EMD cover along with the offer, attested copies of either valid EM-II Certificate (five years from the date of issue of acknowledgement in EM-II or else, with attested copy of a CA Certificate in Enclosed Format) or MSE (UAN- along with CA certificate in attached format)/ valid NSIC / SSI certificate.Tenders without EMD/MSE proof as detailed above will be summarily rejected.	

COMMERCIAL TERMS AND CONDITIONS FOR M&S CONTRACTS

- 1) 100% payment will be made after completion of work on 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 Preferably 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 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 EMD/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) The contractor should quote the validity of the offer (Minimum 90 days).

- 11) In case more than 1 bidder quoted same rate in L1, then such bidders will be asked to submit revised reduced bids in a sealed envelope. If there is tie of rates in revised price then L1 will be decided based on draw of Lot.

- 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, then only bills will be processed for payment.

Certificate by Charted 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.

Part- II (PRICE BID)					
TENDER NOTICE No:9222000005					
RATE SCHEDULE					
S.No.	DESCRIPTION OF WORK	UNIT	Estimated Qty	Rate in Figures & Words	Value
1	Providing operation services for BHEL owned vehicles as per scope of work on round the clock basis	CY	546	Vendor to Quote	-NA-

Note (Common for all items):

- i) Value= Qty. x Rate per day. This will be calculated by BHEL.
- ii) Rate should be quoted without GST.