

BHARAT HEAVY ELECTRICALS LIMITED
(A Government of India Undertaking)
Unit : PEFP PROJECT/BHEL
MAINTENANCE AND SERVICES
NOTICE INVITING TENDER

- 1 Name of work : SUPPLY OF RTO PERMT T-BOARD
DIESEL NON A/C CARS MODEL
2013 ON HIRE BASIS.
1.Tata AC Indica Car - Model:2013 - 1No.
2.Non AC Sumo Victa -Model:2013 - 1No.
3.Non AC Bolero or Sumo victa - Model:2013 - 1No.
- 2 Tender No : BHE:M&S:PEFP: CAR:14-15
- 3 Estimate Contract Value : Rs. 15 Lakhs
- 4 Contract period : ONE YEAR
- 5 Earnest Money Deposit : Rs.40,000/-
- 6 Security Deposit : As per Works Policy.
- 7 Last Date for Receipt of Tenders : 18.06.2014 - 14.30 Hrs.
- 8 Date of Tender Opening (Technical bid): 18.06.2014 - 15.00 Hrs.
- 9 Tender should be addressed to **THE SENIOR MANAGER,**
MAINTENANCE & SERVICES/PLANNING,
2&4 BUILDING,
BHARAT HEAVY ELECTRICALS LIMITED,
HIGH PRESSURE BOILER PLANT,
TIRUCHIRAPPALLI - 620014,
TAMIL NADU - INDIA.

This document contains Covering letter, Spec. and General conditions, Security Deposit details, Part-I (Qualification bid) and Part-II (Price bid).

For Qualifying criteria refer General Conditions under head General requirements

ISSUING OFFICER

PART -I (TECHNICAL BID)

SECTION - I / QUALIFYING CRITERIA

TENDER NO.:

The bidder has to meet the following requirements to get qualified for submitting tender for operation of RTO Permit T-BOARD Diesel CARS MODEL - YEAR 2013:

| SL.N O. | REQUIREMENTS | BIDDER'S RESPONSE |
|------------|---|-------------------|
| 1 | The bidder should have experience in rendering car services on regular contract basis for State/Central Govt. or under takings or private firms. Necessary work order copies has to be submitted along with the offer as proof for the above requirement. | |
| 2 | One performance certificate from any one the above customer as a proof for satisfaction on the services rendered by the travels agency should be furnished. | |
| 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 | The bidders should have capable supply of ordered quantity through out the contract period. | |
| 5 | Services offered by the bidder must meet the requirements of contract as detailed in the Tender specification. | |
| 6 | Financial Status: | |
| | i. Audited balance sheets for ONE year to be provided. (FY 2012-13). | |
| | ii. Copies of the income tax return for ONE year to be provided (FY 2012-13). | |

SECTION-II**COMPANY PROFILE**

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

SECTION – III

BID/OFFER FORMAT

The Bidders to note the following:

| SL. No. | REQUIREMENTS | BIDDERS COMPLIANCE |
|---------|--|--------------------|
| 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 -- D.D for E.M.D shall be submitted in a separate cover and superscripting the cover 'EMD'. (The Tender without EMD is liable for rejection.) | DD No. & Date |
| 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:- | |
| 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. | BIDDERS COMPLIANCE |
| g | If a bidder deliberately gives wrong information in his tender or creates conditions favourable 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 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

CONTRACT TECHNICAL REQUIREMENTS

TECHNICAL REQUIREMENTS FOR THE OPERATION OF RTO PERMIT T - BOARD DIESEL CARS ON HIRE BASIS FOR THE PERIOD OF ONE YEAR:

| Sl. No. | Requirement conditions of Contract | Bidder's Response |
|---------|--|-------------------|
| 1 | This contract envisages providing the following RTO PERMIT T - BOARD DIESEL CARS on Hire basis for a period of ONE year to meet the officials use at PEFP project - Bhandara. 1. Tata AC Indica Car - Model:2013 - 1 no. 2. Non AC Sumo Victa - Model:2013 - 1 no. 3. Non AC Bolero OR SUMO VICTA - Model:2013 - 1no. | |
| 1.1 | If Non A/C Bolero does not have RTO -T Board permit, the contract will be awarded for equivalent category of Non A/C Sumo-Victa and the quantity will be increased to 2 numbers. | |

| | | Bidder's Response |
|------|--|--------------------------|
| 1.2 | The colour of the vehicle provided should be WHITE only. | |
| 1.3 | After completion of the contract period (1 year) , if required BHEL may extend operation of the above contract for a further period of 3 months on the existing terms and conditions. | |
| 1.4 | Detention charges will be paid when the vehicle is used beyond 12 hrs in a day operation and the payment will be made on prorata basis as per the rate schedule Part.II,Sl.No.1. Fractional values will be rounded off. | |
| 1.5 | Rate quoted by the contractor will be firm throughout the period of contract. | |
| 1.6 | 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. | |
| 1.7 | The actual car parking charges,toll charges and permite chrges incurred during operation will be reimbursed by production of the original receipt without any corrections or over writings with the signature & name seal of the user. | |
| 1.8 | The Contractor should ensure that the drivers are available at the vehicle all the time during operation. | |
| 1.9 | The condition of the vehicle like engine functioning, suspension, door, brakes, tyres, head-lights/ indicators, horn, safety belt etc., should be good, failing which the vehicle will be removed from operation till the defects are set right and in such case the contractor should provide good alternate vehicle immediately. | |
| 1.10 | The Contractor should arrange to attend any complaint in the vehicle notified by BHEL immediately with in a short period of notice and an alternative vehicle of same model & year of registration has to be provided to BHEL till completion of the complaint. | |
| 1.11 | The starting and closing of km readings will be accounted from BHEL guest house only and it will be certified by the Officer -in-charge . | |
| 1.12 | The vehicle should always to be kept very clean both internally and externally . | |
| 1.13 | Seat cover should be washed and changed every week. | |
| 1.14 | All tyres including Stepney in the car should be in good condition at the time of reporting to transport department after award of the contract. | |

| 2 | <u>DRIVER</u> The Contractor should fulfill the following requirements in respect of the driver during the execution of the contract. | Bidder's Response |
|------|--|--------------------------|
| 2.1 | Drivers should be paid as per the govt.fixed minimum salary. | |
| 2.2 | Driver should possess valid driving LMV licence with badge. | |
| 2.3 | Driver should have minimum 3 years of driving experience. | |
| 2.4 | Driver should possess badge number. | |
| 2.5 | Driver should wear uniform (white shirt & black Pant), shoes/ formal chappels during the duty hours. | |
| 2.6 | Driver should not wear casual dress and footwear. | |
| 2.7 | Driver should have mobile hand set in good working condition. Any change in mobile number should be intimated immediately to Transport dept / BHEL. | |
| 2.8 | Driver should not be changed frequently unless otherwise warranted. | |
| 2.9 | Driver should adhere to the instructions given by Supervisor-in-charge. | |
| 2.10 | Driver should first allow the passenger to get inside the car and then only driver should enter the car. | |
| 2.11 | Driver should open and close the doors for all the passengers/customers while getting into or alighting the car. | |
| 2.12 | If there is a hand luggage brought by Officials, driver has to come forward and place the luggage in the car. | |
| 2.13 | Driver should follow the strictly the motor vehicle rules while driving. | |
| 2.14 | Driver should wear safety belt while driving as per the tamil nadu govt. rules. | |
| 2.15 | Driver should not demand money for any expenses from the user. | |
| 2.16 | Drivers should have good eye sight.Necessary certificates from registered eye doctor confirming good eyesight with or without glasses of the drivers to be submitted to BHEL once in a year. | |
| 2.17 | Drivers should be at the age group of 23 yrs to 50 yrs. | |

| | 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. | Bidder's Response |
|-----|---|--------------------------|
| 3 | OPERATION | |
| 3.1 | The vehicle should report at requested time, regularly to make entry and to get instructions. | |
| 3.2 | Trip sheet for cars engaged will be supplied by BHEL. It is the responsibility of the car drivers to get all the columns for each and every movement filled and get the entries signed by the user with staff No.. | |
| 3.3 | In case of loss of original trip sheet BHEL reserves the right not to entertain the claim. | |
| 3.4 | The Car drivers should keep the relevant documents (driving Licence, Badge No., road tax token, registration certificate, insurance cover note, fitness certificate of the vehicle, permit etc.) with the car and produce as and when required by BHEL. In case of original document is not available immediately, copy of the same must be kept. | |
| 3.5 | Car should operate only with the "BHEL" name board supplied by BHEL during the time of operation. | |
| 3.6 | Any mishap (i.e. fire, accident, etc.,) occurring en-route is the complete responsibility of the Service provider/Cabs/Travels agency.He is also responsible for the safe, comfortable and timely transportation of the passengers. | |
| 3.7 | Cars should report to BHEL with diesel sufficient for the operation of the entire day. After reporting to transport - movement of cars to fuel station outside BHEL for filling diesel is not permitted. | |
| 4 | <u>GENERAL TERMS AND CONDITIONS</u> | |
| 4.1 | The Contractor shall not sub-let any portion of the contract. | |
| 4.2 | The Contractor shall at his own expense reinstate, make good to the satisfaction of the BHEL Management and pay compensation for any injury to any person, loss or damage caused to any property within BHEL complex. | |
| 4.3 | Any addition or deletions or changes in the partnership deed should be informed to BHEL well in advance. | |

| | | Bidder's Response |
|-----|--|--------------------------|
| 4.4 | BHEL reserves the right to accept or reject the lowest or any other tender in part or whole and to award the contract to any bidder(s) without assigning any reasons. | |
| 4.5 | Subject as aforesaid the provisions of the Motor Vehicles Act or any Statutory modifications or amendments or re-enactment thereof and the rules made there under from time to time have to be followed by the Transport Contractors. | |
| 4.6 | The Contractor should ensure that there should not be any advertisement on the car. | |
| 4.7 | BHEL shall have the right to cancel the contract at any time if the provisions of the contract has not been adhered, without prejudice to recover excess expenditure incurred by BHEL which include for future of 'security deposit', running bills due for payment any other provisions available for recovery as per the Terms & Conditions of the contract. | |
| 5 | PENALTY: Penalty for non supply of vehicles will be levied as under: | |
| 5.1 | A token penalty of Rs.250/- per vehicle per day for short supply and in addition the excess expenditure incurred by BHEL on account of engaging an alternate vehicle due to the fault of the contractor, will be recovered from the service provider / cabs / travels agency. | |
| 5.2 | In case of break-down of a car while on operation, the car should be replaced by an alternative vehicle within 30 to 60 minutes from the time of breakdown. In case of non-replacement of vehicle in time, BHEL will arrange alternatives on its own and recover the expenses amount from the contractor . | |
| 5.3 | Any amount recoverable from the contractor towards the loss/damage will be adjusted from the outstanding payments due from BHEL or from the security deposit. | |
| 6 | PAYMENT TERMS | |
| 6.1 | Hiring charges shall be paid on monthly basis on production of necessary invoices/bills duly certified by the Engineer/In-charge. | |
| 6.2 | No advance may be paid for operational expenses as well as for capital expenditure towards purchase of vehicles. | |
| 6.3 | Taxes, duties and levies are payable extra by BHEL at prevailing rates as per Government norms. | |
| 7 | EMD & SECURITY DEPOSIT: | |

| | | |
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| 7.1 | EMD for the Tender is Rs 40,000/- (Rupees Forty Thousands only). EMD is to be paid in the form of Demand draft drawn in favour of " Bharat Heavy Electricals Ltd., Tiruchirapalli - 14 " on any of the nationalised Bank. The Tender without EMD will be rejected. The EMD will be converted as Security Deposit if the contract is awarded to the contractor. For unsuccessful bidders EMD amount will be refunded. | BIDDER'S RESPONSE |
| 7.2 | 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 " Ref:No.BHE/IT/ | |

SECTION - V

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 SM/M&S/PLNG., to supervise the work or part of the work. | |
| c | "Approved" and "Directed" means, the approval or direction of SM/M&S/PLNG.,, 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 SM/M&S/PLNG 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. | BIDDER'S RESPONSE |
|----|---|--------------------------|
| 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. | |
| 4 | Service Tax and Income Tax levied by the Central Government authorities should be borne by the contractor. The Service Tax will be reimbursed by BHEL as per Government Norms against the payment of Service Tax. | |
| 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: -- | |
| a) | Security Deposit should be paid by the contractor. Security Deposit shall be collected from the successful tenderer as per BHEL Works Policy For contract values, Upto Rs.10 Lakhs : 10% Above Rs.10 lakhs up to Rs.50 Lakhs : 1 Lakh + 7.5% of the amount exceeding Rs.10 Lakhs Above Rs.50 Lakhs : 4 Lakhs + 5% of the amount exceeding Rs.50 Lakhs The Security Deposit shall be collected before start of the Work | |
| b) | Security Deposit should be remitted in the form of DD in favour of BHEL Trichy, payable at SBI Kailasapuram, Trichy-14 | |
| c) | Securities avialble Post Offices such as National Saving certificates, Kissan Vikas Patra etc.(Certificates should be held in the name of the contractor furnishing the security and duly pledged I favour of BHEL Trichy and discharged on the back) | |
| d) | Bank guarentee from Nationalised, Scheduled Banks/Public Financial Instiuion as defined in the companies act such as subject to the maximum of 50% of the total security deposit value. The balance 50% has to be remitted either by cash or in the other form of security. The Bank guarentee format should have the approval of the BHEL. | |

| | | BIDDER'S RESPONSE |
|----|--|--------------------------|
| e) | Fixed Deposit receipt issued by scheduled Banks/ Public Financial Institution has defined companies act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back. | |
| f) | Security Deposit shall also be recovered at the rate of 10% from the running Bills. However, in such cases <u>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.</u> | |
| 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". | |
| 10 | CONTRACTOR'S SUPERVISION:- The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to the SM/M&S/PLNG 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 SM/M&S/PLNG, or the OFFICER-INCHARGE, to receive instructions | |
| a) | The SM/M&S/PLNG, 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 SM/M&S/PLNG., 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 | BIDDER'S RESPONSE |
|-----|--|--------------------------|
| 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. | |
| | 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:- | |

| | | BIDDER'S RESPONSE |
|----|---|--------------------------|
| a | <p>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</p> <p style="text-align: center;">(OR)</p> | |
| b | <p>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,</p> <p style="text-align: center;">(OR)</p> | |
| c | <p>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 .</p> | |
| d | <p>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 SM/M&S/PLNG 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 SM/M&S/PLNG., or the same shall be recovered from the Contractor by other means</p> | |
| e | <p>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 SM/M&S/PLNG., whose decision shall be final and conclusive.</p> | |
| 16 | <p>CANCELLATION OF CONTRACT IN PART OF FULL FOR CONTRACATOR'S DEFAULT:</p> | |
| a | <p>If the Contractor makes default in carrying out the work as directed and continues in that state after a reasonable notice from SM/M&S/PLNG, or his authorised representative :</p> | |
| b | <p>fails to comply with any of the Terms and Conditions of the contract or after reasonable notice in writing with orders properly issued thereunder ;</p> | |

| C | <p>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 SM/M&S/PLNG., 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 SM/M&S/PLNG 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 SM/M&S/PLNG, whose decision shall be final and conclusive.</p> | BIDDER'S RESPONSE |
|----|---|--------------------------|
| 17 | <p>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.</p> | |
| 18 | <p>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 SM/M&S/PLNG., 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.</p> | |
| 19 | <p>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.</p> | |
| 20 | <p>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.</p> | |
| 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: - 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 SM/M&S/PLNG, 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.</p> <p>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.</p> <p>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.</p> | BIDDER'S RESPONSE |
| 23 | <p>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.</p> | |
| 24 | <p>EMD by the Tenderer will be forfeited as per Tender Documents if:</p> <p>(i) After opening the tender, the tenderer revokes his tender within the validity period or increases his earlier quoted rates.</p> <p>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.</p> | |

PART - II -- PRICE BID

RATE SCHEDULE

**BHE:M&S:NON AC CAR:14-15
RTO PERMIT T - BOARD DIESEL AC TATA INDICA CAR
MODEL – 2013 AND SUBSEQUENT YEARS**

| Sl. No. | Description of Work | Unit | Bidders Response |
|----------------|---|-------------|-------------------------|
| 1 | Charges per KM upto the 1500km per month | Lumpsum | |
| 2 | Charges per KM beyond 1500km per month | Rs. Per KM | |
| 3 | Detention charges per Hr. Beyond 12Hrs. Per day | Rs. Per Hr. | Rates in words & figure |

NOTE: (1) L1 rates will be calculated based on the rate quoted for charges upto 1500KM/month (Sl.No.1) and the rate quoted for charges per KM beyond 1500Km for 500KM per month (Sl.No.2).

PAYMENT TERMS:

1. Payment will be made for 1500km against Sl.No.1 in a month per vehicle, even if the vehicle is not run for 1500km.
2. If the vehicle runs for above 1500km in a month the payment will be made against Sl.No.2.
3. Partial month payment will be calculated proportionately i.e (1500km / 30 days = 50km per day).

PART - II -- PRICE BID

RATE SCHEDULE

**BHE:M&S:NON AC CAR:14-15
RTO PERMIT T - BOARD DIESEL NON AC SUMO VICTA CAR
MODEL – 2013 AND SUBSEQUENT YEARS**

| Sl.No. | Description of Work | Unit | Bidders Response |
|---------------|--|--------------------|------------------------------------|
| 1 | Charges per KM upto the 1500km per month | Lumpsum | |
| 2 | Charges per KM beyond 1500km per month | Rs. Per KM | |
| 3 | Detention charges per Hr. Beyond 12Hrs. Per day | Rs. Per Hr. | Rates in words & figure |

NOTE: (1) L1 rates will be calculated based on the rate quoted for charges upto 1500KM/month (Sl.No.1) and the rate quoted for charges per KM beyond 1500Km for 500KM per month (Sl.No.2).

PAYMENT TERMS:

- 1. Payment will be made for 1500km against Sl.No.1 in a month per vehicle, even if the vehicle is not run for 1500km.**
- 2. If the vehicle runs for above 1500km in a month the payment will be made against Sl.No.2.**
- 3. Partial month payment will be calculated proportionately i.e (1500km / 30 days = 50km per day).**

PART - II -- PRICE BID

RATE SCHEDULE

**BHE:M&S:NON AC CAR:14-15
RTO PERMIT T - BOARD DIESEL NON AC BOLERO CAR
MODEL – 2013 AND SUBSEQUENT YEARS**

| Sl. No. | Description of Work | Unit | Bidders Response |
|----------------|--|--------------------|------------------------------------|
| 1 | Charges per KM upto the 1500km per month | Lumpsum | |
| 2 | Charges per KM beyond 1500km per month | Rs. Per KM | |
| 3 | Detention charges per Hr. Beyond 12Hrs. Per day | Rs. Per Hr. | Rates in words & figure |

NOTE: (1) L1 rates will be calculated based on the rate quoted for charges upto 1500KM/month (Sl.No.1) and the rate quoted for charges per KM beyond 1500Km for 500KM per month (Sl.No.2).

PAYMENT TERMS:

- 1. Payment will be made for 1500km against Sl.No.1 in a month per vehicle, even if the vehicle is not run for 1500km.**
- 2. If the vehicle runs for above 1500km in a month the payment will be made against Sl.No.2.**
- 3. Partial month payment will be calculated proportionately i.e (1500km / 30 days = 50km per day).**