

Bid Document

Bid Details	
Bid End Date/Time	04-04-2022 13:00:00
Bid Opening Date/Time	04-04-2022 13:30:00
Bid Life Cycle (From Publish Date)	90 (Days)
Bid Offer Validity (From End Date)	80 (Days)
Ministry/State Name	Ministry Of Heavy Industries And Public Enterprises
Department Name	Department Of Heavy Industry
Organisation Name	Bharat Heavy Electricals Limited (bhel)
Office Name	Boiler Auxiliaries Plant Ranipet
Item Category	Custom Bid for Services - HIRING OF TWO AMBULANCES WITH DRIVERS FOR MAIN HOSPITAL AND FACTORY MEDICAL CENTRE FMC AT BHEL RANIPET
Contract Period	2 Year(s)
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years of Experience and Turnover	No
SHG Exemption for Years of Experience and Turnover	No
Document required from seller	Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
Time allowed for Technical Clarifications during technical evaluation	2 Days
Payment Timelines	Payments shall be made to the Seller within 30 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
Evaluation Method	Total value wise evaluation

EMD Detail

Advisory Bank	State Bank of India
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EMD Percentage(%)	2.00
EMD Amount	110472

ePBG Detail

Required	No
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(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

Beneficiary:

RANIPET

Boiler Auxiliaries Plant Ranipet, Department of Heavy Industry, Bharat Heavy Electricals Limited (BHEL), Ministry of Heavy Industries and Public Enterprises
(Bhel Ranipet)

Splitting

Bid splitting not applied.

MSE Purchase Preference

MSE Purchase Preference	Yes
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1. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.

2. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

3. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- i. If number of technically qualified bidders are only 2 or 3.
- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

Additional Qualification/Data Required

Instruction To Bidder:[1648188455.pdf](#)

Pre Qualification Criteria (PQC) etc if any required:[1648188463.pdf](#)

Scope of Work:[1648188469.pdf](#)

Special Terms and Conditions (STC) of the Contract:[1648188475.pdf](#)

Service Level Agreement (SLA):[1648188483.pdf](#)

Payment Terms:[1648188490.pdf](#)

Penalties:[1648188497.pdf](#)

Quantifiable Specification / Standards of The Service/ BOQ:[1648188502.pdf](#)

GEM Availability Report (GAR):[1648188513.pdf](#)

Any other Documents As per Specific Requirement of Buyer -1:[1648188518.pdf](#)

Any other Documents As per Specific Requirement of Buyer -2:[1648188524.pdf](#)

Custom Bid For Services - HIRING OF TWO AMBULANCES WITH DRIVERS FOR MAIN HOSPITAL AND FACTORY MEDICAL CENTRE FMC AT BHEL RANIPET (1)

Technical Specifications

Specification	Values
Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	HIRING OF TWO AMBULANCES WITH DRIVERS FOR MAIN HOSPITAL AND FACTORY MEDICAL CENTRE FMC AT BHEL RANIPET
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
Addon(s)	

Additional Specification Documents

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity of Procurement (to be chosen 1 in all circumstances)	Additional Requirement
1	Kumaraian Lingam	632406,INDIRA GANDHI INDUSTRIAL COMPLEX BOILER AUXILIARIES PLANT RANIPET	1	N/A

Buyer Added Bid Specific Terms and Conditions

1. Generic

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specification and / or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents / clauses shall also be null and void. If any seller has any objection / grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the [General Terms and Conditions](#), conditons stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---Thank You---



PRE-QUALIFICATION REQUIREMENT

An essential qualification requirement of the contractor for tender submission shall be as under:

1. Bidders should have minimum "2" vehicles and quote for "2" no's of Ambulances only.
2. The contract will be finalized based on the overall LOWEST value and Two ambulances will be awarded to single party only since split in schedules is not possible.
3. The vehicle offered for the ambulance services shall be Tempo Traveller model 2016 or later only.
3. Vendor shall submit RC, FC, Comprehensive Insurance policy & Tax
4. In case of the leased vehicle(s), a valid lease agreement till the end of the proposed contract period shall be available in the name of tenderer.
5. In case, if the Tenderer is a Registered Partnership Firm, it is sufficient if the vehicle is owned by one of the partners of the Partnership Firm. In such case, the Tenderer shall enclose a Letter of undertaking from all the partners of the Firm.
6. a) Driver should have minimum 3 years driving experience.
b) Driver should have valid LMV license.
c) Driver should possess badge number.

Those who are unable to comply the above points / unable to provide any of the above documents shall be technically rejected.

We hereby accepted above
(signature & seal of bidder)



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Boiler Auxiliaries Plant
Ranipet-632406

Ref No. 9810047E

SCOPE OF WORK

Providing Ambulance services along with “Driver” with the following equipment’s/ facilities.

S No	Description	Requirement	Remarks
1	Ambulance Van/Model	Tempo Traveler of Model 2016 or later only Acceptable	
2	Place of work	BHEL, Ranipet	
3	Required Number	Two (02)	
4	Working days	All days including Sundays and holidays	
5	Working Hours	24 hrs.,	
6	Operator	One driver for each shift (8 Hours)	
7	To Provide following equipment’s in the Ambulance:		
		Automatic collapsible stretcher	
		Back board stretcher	
		Foldable wheel chair	
		12V plug point for operating suction apparatus	
		Clamp for oxygen cylinder	Oxygen gas cylinder by BHEL
		Hook for hanging iv fluid bottle	
		Nebulizer	
		Ambu bags(pediatrics and adult)	
		Drug cabinet	Medicines by BHEL
		Attendant seat	
		Doctor seat	
		Water tank with wash basin and tap	
		Window screens	
		Fans for patients	
		Buzzer, Emergency light	
		Cervical Collar immobilization of neck.	
		Flash light & Tail lights	
		Endo tracheal tube	
		Urinal & Bed pans	
		Bite sticks, Burn sheets, “No smoking” Sign	
		<u>Emergency care equipment:</u> Portable suction unit, Bag, valve, mask, Airways, Mouth gags, Tracheotomy adaptor. Immobilization: Long and short spine boards	
		<u>Safety:</u> Fire extinguisher, dry powder type First aid box	



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Ambulance offered shall be in good condition and operated in Factory Medical Centre(FMC) & Township Main hospital.

- a) For FMC the approximate usage of the vehicle per year is 3,100 KMS and
- b) For Main hospital the approx. usage of the vehicle per year is 17,300 KMS

However, the distance may vary according to BHEL's requirement and payment will be made on monthly rental basis only. The vendor shall quote for monthly rental charge on all-inclusive basis i.e. including Rent, driver salary, allowances, vehicle tax, permit, insurance, vehicle maintenance and all statutory payments etc., but excluding Diesel cost.

Adhoc amount for contract workmen will be subsumed with any increase in Dearness Allowance / Basic wages.

Diesel charges will be fully reimbursed by BHEL @1 litre diesel cost for every 10 KM run. The diesel charges will be as per the daily rate announced by the nearest IOCL dealer in Ranipet and will be reimbursed accordingly in the monthly bill. This reimbursement procedure will be applicable for the entire contract period.



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Instructions to Bidder

1. Earnest Money Deposit (EMD) amount of **Rs. 1,10,472/- (Rupees One Lakh Ten Thousand Seven Hundred and Forty-Three Only)**, must be accompanied with the tender in the form of:

- a) Demand Draft (DD) drawn from any nationalized bank in favour of "BHEL, Ranipet" payable at Ranipet (or) SBI, Mukundarayapuram (code 7013).
- b) Fixed Deposit Receipt issued by scheduled banks/ Public Financial Institutions as defined in the company's act. FDR should be in the name of the contractor, a/c BHEL.

Note: If bidder is paying EMD through Demand Draft or Fixed Deposit Receipt (FDR), original copy to be sent to the following address:

**Sr. Engineer/ WCM DEPARTMENT,
ENGG. BUILDING – GROUND FLOOR (WEST SIDE),
BHARAT HEAVY ELECTRICALS LIMITED,
RANIPET, Ranipet DISTRICT,
TAMIL NADU– 632 406.**

Tenders must be addressed to the Sr. Engineer/WCM in a sealed cover by super scribing the tender enquiry number on the cover. Also scanned copy of EMD to be submitted along with the technical bid.

- c) Pay online (SBI Collect)
 - i. Visit <https://www.onlinesbi.com/sbicollect/icollecthome.htm>
 - ii. Click "Proceed" button
 - iii. Select "Tamilnadu" in the drop down menu under "State of Corporate/Institution".
 - iv. Select "PSU-PUBLIC SECTOR UNDERTAKING" in the next drop down menu under "Type of Corporate/Institution"
 - v. Click "Go" button
 - vi. Select "BHEL BAP RANIPET" in the drop down menu under "PSU-PUBLIC SECTOR UNDERTAKING".
 - vii. Click "Submit" Button
 - viii. Select "EMD" in the drop down menu under "Select Payment Category"
 - ix. Now Fill in the required details and ensure correctness of data filled. Ensure that you are entering correct enquiry/tender number and other details correctly.
 - x. Make payment for EMD as required in tender after entering the details and enclose copy of receipt along with tender documents.

We hereby accepted above
(signature & seal of bidder)



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d) Bidders can pay EMD through online on below account:

NAME OF BANK	STATE BANK OF INDIA
BANK BRANCH ADDRESS	STATE BANK OF INDIA BHEL PROJECT BRANCH MUKUNDARAYA PURAM BHEL TOWNSHIP RANIPET-632406
ACCOUNT NO	10664849171
MICR CODE	632002003
IFSC CODE	SBIN0007013
SWIFT CODE	SBININBB450

2. **EMD is waived off for MSE (Micro and Small Enterprises only) vendor by submitting UDYAM certificate/ Valid NSIC registration certificate or UAM along with CA Certificate (as per BHEL format) issued for latest financial year ending on 31st March 2021 or later.**
3. The Earnest Money Deposited by the successful tenderer will be retained towards security deposit for the due fulfilment of the contract.
4. In the case of unsuccessful tenderers, the earnest money will be refunded normally within 15 days of acceptance of award of work by the successful tenderer.
5. "No interest shall be payable by BHEL on Earnest Money or Security Deposit, if applicable, or any money due to the contractor by BHEL".
6. "BHEL shall have the right to recover any money due from the contractor from any money due to the contractor under this contract or any other contract or from the security deposit".
7. **Bidders have to submit their offers through GeM portal only. Bidder has to quote total lump sum value for two ambulances for two years' contract value. If bidder will quote for one ambulance, offer will be rejected.**
8. Photostat copies of the following documents pertaining to the vehicle are to be enclosed along with the tender documents: -
 - a) RC book of the vehicles
 - b) FC details of the vehicles
 - c) Insurance Policy (Comprehensive) of the vehicles
 - d) Tax payment details of the vehicles
 - e) Lease agreement (as per format in page 11), if applicable.
 - f) Under taking agreement (as per format in page 10), if applicable.
 - g) Experience, valid LMV license and Badge details of Drivers

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9. The Bharat Heavy Electricals Limited, reserves the right to reject any or all the tenders received or accept any tender or part thereof without assigning any reason there for.
10. Should a tenderer or a contractor has a relative or in the case of a firm or company of contractors, any of its shareholders or shareholder's relative, employed in Bharat Heavy Electricals Limited, the authority inviting tenders shall be informed of this fact at the time of submission of the offer, failing which the offer may be disqualified or if such fact subsequently come to light, the contract may be cancelled.
11. BHEL employees and their dependents are NOT eligible to submit their offer against this contract. Even if they submit out of ignorance, the offer shall be disqualified.
12. If the contractor deliberately, gives wrong information in his tender or creates conditions favourable for the acceptance of his tender, Bharat heavy Electricals Limited reserves the right to reject such tender at any stage.
13. Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.
14. The tender documents must be signed physically / digitally by Director / Partner 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.
15. The tender schedule, and the tender shall be deemed to form an integral part of the contract to be entered into for this work.
16. Tender can be cancelled at any stage due to unavoidable circumstances.
17. The evaluation currency for this tender shall be INR.
18. Multiple Bids: -

The bidder in his own interest shall submit only one id. If a bidder submits multiple bids, all the bids are liable for rejection. Bids shall be considered "Multiple" in the following circumstances:

- a) Two bids by the same party
- b) If one bidder is the affiliate of another bidder.

For the purpose of this clause "Affiliate" shall mean with respect to any person, any other person that directly or indirectly, controls, is controlled by, or is under direct or indirect common control with, such person, or is a director/ member/ office/ employee of such person or of any person who would otherwise qualify as an affiliate of such person pursuant to this definition.

"Person" for the purposes of this definition shall mean any natural person, individual, corporation, limited partnership, co-operative, general partnership, joint stock company, joint venture, association, company, trust bank, trust company, land trust, business trust, corporate body or other organization, whether or not a legal entity.

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19. Offers of the Contractors/Suppliers, against whom, any unit of BHEL had initiated process for "Suspension of Business Dealings" or already done will summarily be rejected.
20. If at any stage, the document(s) submitted by contractor is/are found incorrect/ false/ manipulated, the necessary action will be taken by BHEL against contractor as per the "Guidelines for suspension of Business dealings".
21. **Suspension of Business dealings with Suppliers:**
Any supplier against whom action has been initiated under "suspension of business dealings with suppliers" are not qualified to participate in this tender. Before submitting offer, prospective bidders are advised to visit our web-site www.bhel.com / supplier registration to familiarize themselves with BHEL's policy and procedures of Suspension of Business Dealings with Suppliers. Submission of offer shall be deemed to be evidence of the Bidder to have read and understood the above said policy.
22. **Treatment of Banned / Under-performing Vendors:**
Any supplier who has been put on "Hold" or "Banned" from having business dealings with BHEL, Ranipet or any other unit of BHEL shall not submit their offer against this tender. If any such offers are received they would be summarily rejected and sent back. During the processing of tender, if any unit of BHEL puts a supplier on "Ban" then further processing of the offer will not be taken up and in case an order is placed, BHEL, Ranipet may resort at their discretion to cancel the PO either fully or partially.
23. In quoting the rates, the tenderers are advised to take into account of all the factors including any fluctuations in the market rates etc. No claim shall be entertained on this account after acceptance of the tender or during the currency of the contract.
24. **QUOTING:** The tenderer should quote the total lump sum price for the entire contract scope. Percentage allocation against each rate schedule is provided in price bid for your quoting purpose. Individual schedule rates so derived based on the total lump sum price shall be deemed to be the contract rate for all purpose.
25. The rates quoted in the tender shall remain valid for a period of three months from the date of technical bid opening for acceptance by BHEL. No unsolicited revision in the tender offer shall be entertained after opening of tenders and till expiry of the validity period.
26. Any deviation to this tender terms & conditions and schedules of this tender will lead to total rejection of the offer submitted.
27. The Tenders shall closely pursue all the clauses, specifications and drawings indicated in the tender documents before quoting. Should the bidder have any doubt the meanings of any portion of the tender specification or find discrepancies or omission in the drawings or the tender documents issued are in complete or shall require clarification on any of the technical aspect, scope of work etc., he shall at once contact the authority inviting the tender for clarification before the submission of the tender.

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28. Before tendering, the bidders are advised to inspect the site of work and the environments and be well acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour. No claim will be entertained later, on the ground of lack of knowledge.
29. In the event of expiry or in capacitance of a tenderer after submission of the tender, BHEL may at their discretion cancel their offer/quotation.
30. The tenderers can visit BHEL on working days during office working hours for any clarifications before submitting their offer.
31. **The price bid shall be evaluated as a package and not as line items. The contract will be finalized based on the overall LOWEST value and will be awarded to single bidder only.**
32. BHEL reserves the right to reject any tender on the basis of unsatisfactory performance of the bidder in any ongoing job or any similar job in the past.
33. The following points shall be taken note while quoting the rates:
 - a) The rate quoted shall be firm throughout the period of contract and extended contract period also. No cost escalation is allowed on any account.
 - b) Sufficient manpower along with other resources to be provided.
 - c) No work kept unfinished in shift.
 - d) Contractor should not claim for any variation in quantity.
 - e) At the end of completion, the contract may be extended on mutual agreement.
34. Vendor shall visit the Plant before submitting the offer to get to know the location for deploying adequate and suitable personnel for the works & also the equipment.
35. Possession of PF registration number is not mandatory. However, the successful tenderer has to register with PF authorities and furnish the registration number before first Running Account Bill.
36. Incomplete offers shall become liable for rejection.
37. EMD by the tenderer will be forfeited 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.
38. All entries in the tender documents should be in one ink. Erasures and over-writings are not permitted. All correspondences and insertions should be duly signed by the tenderers concerned. Tenderer has to put sign and seal at the bottom right side in all the pages of tender documents.
39. The tenderer should fill and sign the “checklist of this Tender document” which forms part of the technical bid.

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40. Conditional tenders, tender containing absurd rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in acceptance with the tender conditions laid down by the Accepting Officer, are liable for rejection.
41. If a tenderer expires after submission of his offer, the Bharat Heavy Electricals Ltd, may be at their discretion to reject such offer.
42. BHEL reserves the right to negotiate with L1 bidder.
43. Tenderers shall not increase their quoted rates in case BHEL negotiate for reduction of rates, such negotiations shall not amount to cancellation or withdrawn of the original offer and the rates originally quoted shall be binding on the tenderers for a period of three months from the date of opening of tenders.
44. The vehicles offered by the tenderers shall be inspected at the discretion of BHEL for the condition and up keep of the vehicle for technical evaluation after documents verification. BHEL shall not pay any additional charges for bringing the vehicle for inspection. If any tenderer has not produced the vehicle within the specified time, their offer shall be liable for rejection.
45. The vehicles offered by the tenderers who have been short listed for award of work, may be inspected at the discretion of BHEL for the condition and up keep of the vehicle after price bid opening & prior to the award of contract.
46. MSE CLAUSE: - MSE suppliers can avail the intended benefits only if they submit attested copies of UDYAM certificate/ Valid NSIC registration certificate or UAM along with CA Certificate (as per BHEL format) issued for latest financial year ending on 31st March 2021 or later, along with the offer. Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. The above required documents are to be uploaded on GeM portal.

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(Certificate by Chartered Accountant on letter head)

This is to certify that M/s (Herein referred to as 'company') having its registered office at is registered under MSMED Act 2006, (Entrepreneur Memorandum No (Part-II) or (UAM) Dt., Category: (Micro/Small)).
(copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year as per MSMED Act 2006 is as follows:

1. **For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No. S.O.1722(E) dated October 5,2006:

Rs Lacs

2. **For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act,2006:

Rs Lacs

(Strike Off whichever is not applicable)

The above investment of Rs Lacs is within permissible limit of Rs..... Lacs for (Micro/Small) (Strike off which is not applicable) Category under MSMED Act 2006.

Or

The company has been graduated from its original category (Micro/Small) (strike off which is not applicable) and the date of graduation of such enterprise from its original category is (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name:

Membership Number:

Seal of Chartered Accountant

We hereby accepted above
(signature & seal of bidder)



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47. The tenderer should be present if called for negotiation. In case, the tenderer's authorized person is attending the negotiation such person should have the authorization letter and he should be capable of taking spot decisions.
48. Discrepancy in "words" & "Figures":
- a) If, in the price structure quoted for the required goods/services/works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
 - b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
 - d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
49. The tenderers are requested to bear in mind the entire operations involved, and the conditions during currency of the contract, and request for rate revision of any kind will not be entertained.
50. BHEL will not be bound by any Power of Attorney granted by the tenderer or on their behalf or changes in the composition of the firm made subsequent to the execution of the contract. They may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.
51. The general and special conditions of contract are complementary to each other and where there is a conflict, the special conditions shall prevail. In regard to matters not covered by the General or Special Conditions of Contract, those contained in the specifications approved by BHEL shall apply.
52. The "GENERAL CONDITIONS AND INSTRUCTIONS TO TENDERERS AND SPECIAL CONDITIONS TO THE TENDERER" shall be deemed to form an integral part of contract for the work to be entered into.
53. If a ring formation is suspected, BHEL may reject all offers or retender or call new sources who have not been contacted or responded against this tender.
54. BHEL reserves the right to accept or reject the lowest or any other tender or accept or reject any part of such tender without assigning any reasons therefor.
55. If a tenderer withdraws his offer after submission or after acceptance, fails to provide the vehicle in accordance with the instructions of the Manager/M&S, Cranes & Transport, the earnest money deposited by him will be forfeited and acceptance of his tender will be withdrawn.

We hereby accepted above
(signature & seal of bidder)



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56. All the information as called for in the various clauses and annexure of tender specification should be furnished. The details so furnished should be complete in all respects and as per the formats prescribed in the Tender specification (Statutory requirement of Contract). The bidder may have to produce original documents for verification, if so decided by BHEL.
57. BHEL reserves the right to reject any offer without assigning any reason whatsoever.
58. Offers received with any deviation or without relevant information are liable to be rejected.
59. Price bids received in any form other than prescribed in PRICE BID are liable to be rejected.
60. The price quoted for this tender must be inclusive of all taxes and duties.
61. The acceptance of the offer by BHEL is based on the EMD & the vehicle documents / legal ownership pertaining to the vehicle(s) within the time limit prescribed by BHEL.
62. **AGREEMENT:** The tenderer after award of work by BHEL through letter of intent shall execute an agreement in the form and the manner as specified by BHEL on non-judicial stamp paper of value not less than Rs.100.00. The cost of stamp paper will be borne by contractor.
63. Unless the contractor whose tender is accepted, signs the contract agreement within seven days of the date of the order directing him to do so, the amount of EMD already deposited by him will be forfeited and acceptance of his tender shall be withdrawn.
64. **STAMPING THE AGREEMENT:** The expenses of completing and stamping the agreement are borne by the contractor.
65. For any tender related clarifications contact 04172284975/04172284035. Email Id: arunkumarc@bhel.in , mpcskehar@bhel.in
66. For scope of work /BOQ related queries contact 04172284909/04172284906. Email Id: gprabha@bhel.in
67. **WCM is arranging this contract as a nodal agency. Execution of work, Bill Certification, Bill passing, Payment, Penalty, Contract closing etc., is the responsibility of end user.**

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LETTER OF UNDERTAKING

(To be submitted in NON-JUDICIAL Stamped Bond paper of value Rs.20/-)

We, (Insert name of the partnership), having its office at (Insert place of registered office), do hereby state as follows:

1. We undertake that the (Insert Type & Model of Ambulance) bearing registration number (Insert) and (insert other details as may be necessary) is registered in the name of (insert name) who is one of the partners of the (insert name of the partnership)
2. We undertake that the said Ambulance is a property of the partnership firm and we undertake to use the Ambulance strictly for purposes relating to the Contract and shall not use the Ambulance in any manner that would affect our ability to perform the Contract with BHEL.
3. We undertake that if we are awarded the Contract we will perform our obligations in accordance with the Contract and instruction of Bharat Heavy Electricals Limited, Ranipet.

Signed on _____ day of _____, 2020 at Ranipet

(Signature of partner with seal)

(Signature of partner with seal)

(To be notarized)

We hereby accepted above
(signature & seal of bidder)



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LEASE AGREEMENT

(To be submitted in NON-JUDICIAL stamped Bond paper of value Rs.20/- for each Vehicle)

This agreement for lease made on this _____ day of _____ 2020 between: -

1) _____ (Owner of vehicle Name & Address), herein referred as a
Licensor of the one part.

and

2) _____ (Leased person Name & Address), herein after referred as
Licensee of the other part as follows: -

The Licensor is the owner of the Ambulance bearing registration No. _____. The
Licensee has approached the licensor to permit him from 20.05.2022 to 19.08.2024 to take
the Ambulance for lease to carry out his transport activities using the vehicle for his business
activities.

All the repair and maintenance of the Ambulance to be taken care by the Licensee during the
lease period.

The Ambulance is given to the licensee on lease for BHEL/BAP/RANIPET transport activities
by the licensee.

The Licensee shall maintain the vehicle in good condition and return the same to the licensor
on the expiry of the lease agreement without any damage.

1. Witness: -

(Signature, Name & Address)

Licensor

(Owner of vehicle)

2. Witness: -

(Signature, Name & Address)

Licensee

(Leased person)

We hereby accepted above
(signature & seal of bidder)



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SPECIAL TERMS AND CONDITIONS OF CONTRACT

1. The Ambulance services is for transportation of patients, to and from BHEL Factory Medical Centre and BHEL Township Hospital and from Factory Medical Centre or Township Hospital to referral hospitals in and around Ranipet, Vellore or to any other place as may be required from time to time.
2. Exchanging or deploying the "2" Ambulances between Factory Medical Centre & Township Main Hospital is the prerogative of BHEL only.
3. If the successful bidder is not able to provide the originally offered vehicle, they will be allowed to arrange any other vehicle with same capacity, registered on or after the registration date of the originally offered vehicle.
4. Diesel charges will be fully reimbursed by BHEL @1 litre diesel cost for every 10 KM run. The diesel charges will be as per the daily rate announced by the nearest IOCL dealer in Ranipet and will be reimbursed accordingly in the monthly bill. This reimbursement procedure will be applicable for the entire contract period.
5. The vehicles offered should have been registered under, 'Ambulance' category with the Road Transport Authority.
6. **GST is not applicable for the Ambulance services used for transportation of the patients to and from a clinical establishment.**
7. In case if the Tenderer is a Registered Partnership Firm, it is sufficient if the vehicle is owned by one of the partners of the Partnership Firm. In such case, the Tenderer shall enclose a Letter of Undertaking from all the Partners of the Firm as per Annexure (page 21).
8. Originals of the above documents shall be submitted by the contractor whenever requested by BHEL to do so.
9. The Ambulance is required for a contract period of **TWO YEARS**. The period of contract is likely to be extended subject to mutual agreement between BHEL and the contractor. In case of such extension, the terms and conditions and hiring charges agreed already will remain same for the extended period also.
10. The Contractor should pay necessary taxes and other insurance payment and carryout exhaust emission test (once in six months). All the connected documents should be kept alive during the contract period.
11. The vehicle should be well maintained and in good running condition. It should ply smoothly without any vibration to avoid patient fatigue.
12. The fuel tank should be always kept full and at any point of time the level should not reduce less than 50% of tank capacity.
13. The contractor shall ensure 24 Hrs. availability of the Ambulance in BHEL Township Hospital / Factory Medical Centre controlled by Hospital staff to attend emergency cases at any time.
14. The contract finalized for the two ambulances shall be deployed either at BHEL township Hospital or Factory Medical Centre alternately on requirement basis and as directed by BHEL official Incharge.
15. Proper trip register for vehicles as required by BHEL shall be maintained by the contractor's driver which will be cross checked as and when required and this is the main

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document to be submitted along with the bill at the end of every month for claiming payment.

16. It is the responsibility of the driver to get it filled all the columns in the trip register and got signed by the user and certified by the Hospital staff in-charge. In case of loss of trip register, BHEL reserves the right not to entertain the claim.
17. The contractor shall furnish the Bank account details duly certified by their banker to refund the EMD/security deposit and monthly bill payment in the format enclosed.
18. The ambulance should work on all Sundays and other local and National holidays, that is, it should work throughout the year without any break.
19. The ambulance should have, one Back board stretcher arrangement and other side sitting arrangement lengthwise.
20. The ambulance should have stepony Tyre with vehicle, to change immediately in case of puncture. The driver must be trained in this regard.
21. The ambulance should have necessary tools box in case of emergency repair like Tyre changing in case of puncture, engine fuel line air lock removal in case of air lock and also for minor repairs.
22. The driver should have valid license along with first aid training in case of any necessity to attend accompanying patients.
23. The driver should possess skill to remove engine fuel air lock, to change Tyre if found puncture and to do minor repairs.
24. The ambulance should be operated 24 hours continuous on three shift basis. The shift timing will be 06:00 Hrs. to 14:00 Hrs., 14:00 Hrs. to 22:00 Hrs. and 22:00 Hrs. to 06:00 Hrs., with minimum three drivers per vehicle, one for each shift and the drivers shall be provided with mobile phone facility to contact in emergency.
25. The vendor should have compulsorily minimum one spare vehicle arrangement, in case of serving ambulance breakdown, immediately the spare vehicle to take the position with minimum loss of time.
26. The contractors should not sell their vehicles, or cancel the lease agreement /agree to cancel the lease agreement without prior permission of BHEL. The contractor should not sub-contract the operation of the vehicle.
27. If the contractor is not able to provide the vehicle for a continuous period of 15 days, BHEL reserves the right to terminate the contract and to take appropriate action against the Contractor. In the event of contract termination, the security deposit paid by the contractor will be forfeited.
28. During FC period, the contractor has to arrange alternate vehicle, otherwise recovery/penalty will be levied.
29. The vehicle under BHEL contract should not be operated for any private trips during the contract period.
30. During the contract period the vehicle shall be maintained by the contractor always in good running condition to the fullest satisfaction of BHEL and BHEL reserves the right to terminate the contract in case if they are not maintained well.
31. BHEL reserves the right to reduce the contract period (pre-close the contract), with 30 days' notice period depends on the requirement / without assigning any reason. Security Deposit will be refunded, if the contract is pre-closed for non-requirement of vehicle by BHEL.

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32. The contractor shall be responsible for obtaining necessary permit, comprehensive insurance policy, appropriate driving license with proper endorsement etc., and complying with all the statutory requirements including Labour laws that may be necessary in this respect. BHEL will not be responsible for any consequences out of any violation of rules or acts by the contractor. If BHEL is liable to pay any such amount due to violation of the relevant laws by the contractor the amount so paid would be recovered from the contractor.
33. The contractor shall pay necessary taxes and keep the fitness certificate for the vehicle valid during the contract period.
34. The contractor shall check for exhaust emission test and obtain fitness for their vehicle once in 6 months in meeting the statutory norms laid by Tamil Nadu Motor Vehicle Rules.
35. The driver should keep the copy of relevant documents (Driving license, Road tax token, Registration Certificate, Insurance, Fitness Certificate, and Permit etc.) with the vehicle and produce as and when required by us or any government transport authorities. In case the original documents are required for verification it should be produced on demand.
36. Subject as aforesaid the provisions of the Motor Vehicle Act or any statutory modification or amendments or re-enactment thereof and the rules made there under from time to time have to be followed by the contractors.
37. The contractor shall take Comprehensive Insurance Cover including unlimited third party property damage cover for the vehicle during the contract period.
38. The contractor shall at his own expense reinstate and make good to the satisfaction of the BHEL management and pay compensation for any injury to any person, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employees of BHEL.
39. THE INJURY or LOSS arising out of or in connection with or during the execution or performed 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.
40. Proper trip register for vehicles as required by BHEL shall be maintained by the contractor's driver and the same shall be submitted to BHEL daily and all the time.
41. It is the responsibility of drivers to get filled all the columns in the trip register and got signed by the user and certified by the transport pooling in charge. In case of loss of original trip register, BHEL reserves the right not to entertain the claim.
42. The driver of the vehicle should compulsorily wear uniform (PANT & SHIRT) during operational hours with BHEL. If the driver of the vehicle is found without uniform a sum of Rs.100/- will be deducted for each occasion. Drivers without uniform shall not be allowed to drive the vehicle.
43. The vehicle engaged will be checked up by BHEL Security personnel as and when required.
44. The driver should follow strictly the motor vehicle rules and safety rules like:
 - a. Not to overtake from the left side of any vehicle ahead of his vehicle.
 - b. Not to go on the wrong side while taking turn to the right without going around the island.

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- c. Exhaust emission test to be conducted once in 6 months as per statutory norms and should obtain fitness certificate for plying the vehicle.
- d. While driving cell phone should not be used by the driver. Cell phone may be attended after halting the auto at one place without affecting the road traffic.
- e. Inside factory premises the vehicle should be operated at a speed of 20Kmph strictly.
- f. The driver shall follow the terms and conditions of the contract.

Violation of any of the above will attract a penalty of Rs.500/- for each occasion and deducted from the running bills or from the Security deposit without any prior information to the contractor.

45. BHEL reserves the right to set off the amounts due from the contractor against their dues payable to the contractor either under this contract or any other contract.

46. In case of breach of any or whole of the above terms and conditions by the contractor BHEL will have the liberty to cancel the registration and contract either in part or in full and entrust in part or in full of the work to any other contractor and the contractor shall be liable to pay extra cost involved in the execution of cancelled part of the contract.

47. The four wheeler operator shall furnish

- i. Details of cases, Civil/Criminals/others, filed by or against the vehicle operator and pending on the date of tender.
- ii. Has the Firm/ Proprietor or partners or directors been convicted of any criminal offence by any competent court. If so furnish particulars.

48. The contractor should follow all statutory requirements enforced by State Government, like PF, ESI, and Bonus etc., for his labors. While quoting rates the above factors should be taken into consideration. Only after full filling above formalities, bills shall be passed for payments.

49. The current minimum wages as fixed by the Government of Tamilnadu and BHEL insisted additional payment payable to Contract laborer for USW is Rs.3200/- per month shall be paid by the contractor to the driver.

50. TERMS AND CONDITIONS WITH REGARD TO COMPLIANCE OF VARIOUS LABOUR LAWS BY THE CONTRACTORS FOR BHEL.

- a) The contractor shall not employ in connection with the work any person who has not completed 18 years of age.
- b) The contractor shall in respect of labour employed by him either directly or through sub-contractors, comply with or cause to be complied with the following statutory provisions and rules and in regard to all matters provided therein.

- i. The contract labour (Regulation and abolition Act 1970) and the related Central Rules 1971.

The minimum wages Act 1948 and the related Tamilnadu Rules.

- ii. The payment of wages Act 1936 and the related Tamilnadu Rules.
- iii. The Factories Act 1948 and the related Tamilnadu Rules.
- iv. The Employees Provident Fund and Miscellaneous Provisions Act 1952.
- v. The Employees State Insurance Act 1948.
- vi. The workmen's Compensation Act 1923.

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- vii. The Industrial Dispute Act 1947, and any other law, or modifications to the above or to the rules made there under from time to time.
- c) **REGISTRATION AND LICENSING:**
Every contractor shall register his/her name with the welfare section of BHEL before taking up the work awarded to him/her by giving the following information and getting a code number:
- i. The name of the contractor.
 - ii. Nature of contract work.
 - iii. Period of work.
 - iv. Number of maximum labour employed by him on any one day.
 - v. License No. and date (applicable in case of contractors employing 20 or more worker)
 - vi. Whether enrolled for PF, ESI etc., and enrolment No. (contractor shall obtain their own PF code)
- This information is called for the purpose of informing the inspector of Factories wherever they call for information regarding contracts.
- d) The contractor employing 20 or more workmen is required to obtain license from the authorities (The Deputy Chief Labour Commissioner(Central) Chennai. This license shall be amended and/or renewed wherever there is an increase in the workmen employed by him/her or in the event of contract being extended or renewed. The contractor shall inform the license number to the BHEL management before taking up the work.
- e) The contractor (Licensed or unlicensed) shall promptly furnish every information and document required by BHEL authorities for the purpose of fulfilling their obligations as principal employer and/or occupier of the factory and shall render all necessary assistance for the same.
- f) The contractor shall get the contract laborers engaged by him/her insured under workmen's compensation policy from General Insurance Corporation of India.
- g) The contractor shall ensure that all his workmen are covered under the Employees State Insurance Act and produce the registration number/enrolment number to the welfare section before executing the contract.
- h) The contractor shall also ensure that all his/her workmen are covered under Employees Provident Fund and Misc. Provisions Act 1952.
- i) **Minimum wages to be paid by the contractor** (in INR).

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Description	For Unskilled Worker	For Semi Skilled Worker (Fresh ITI)	Skilled Worker (ITI Holder with 3 years' experience/Diploma Holder/ BE holder)
Basic Pay as on 01.04.2021	7,650 pm	7,950 pm	8,205 pm
Dearness allowance as on 01.04.2021	5,717 pm	5,717 pm	5,717 pm
BHEL Adhoc (2000 + 1200) per month	3,200 pm	3,700 pm	4,100 pm
Total	16,567 pm	17,367 pm	18,022 pm

- j) Adhoc amount for contract workmen will be subsumed with any increase in Dearness Allowance / Basic wages.
- k) Payment of Bonus to be ensured as per Bonus act. The contractor has to pay the wages to their workers through worker's Bank account only.
- l) The contractor has to pay the wages to their workers through worker's Bank account only. no hand payment will be acceptable.
- m) The statutory requirements like PF (with sealing of Rs. 15,000), ESI will be applicable for the actual total wage per month inclusive of BHEL Adhoc. Contractor quoted rate shall be inclusive of all the above payments including statutory payments thereon.
- n) The contractor shall ensure payment of wages to the contract labour employed by him/her within three days from the end of wage period in case the wage period is one week or a fortnight & in all other cases before 10th day of the following month.
- o) All payment of wages shall be made on working days at the work site and during the working time and on dates notified in advance. In case the work is completed before the expiry of the wage period final payment shall be made within 48 hours of the last working day.
- p) Where the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the second working day from the day on which his employment is terminated.
- q) Wages due to every worker shall be paid to him direct or to the person authorized by him in this behalf. All wages shall be paid in current coin or currency or in both.
- r) The contractor shall ensure the disbursement of wages in the presence of such authorized representatives of BHEL management.
- s) The above payment shall be verified by the authorized officers/representatives of BHEL with the following certificate on the payment sheet certified that the amount shown in column No. has been paid to the workmen concerned in my presence on at
- t) A certificate of payment shall be furnished in duplicate by the contractor to the Engineer In-charge each month.

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- u) A notice showing the wage period and the place and time of disbursement of wages shall be displayed at the place of work and a copy to be sent to the welfare department by the contractor under acknowledgement.
- v) Notices showing the rates of wages, weekly rest days, hours of work, wage period, date of payment of wages, names and addresses of the inspectors having jurisdiction, the date of unpaid wages shall be displayed in Tamil and English in conspicuous places at the establishment and working by the contractor. The contractor shall inform the BHEL management every month the details of contract labour engaged for each contract in the following form.
 - i. Serial Number
 - ii. Location
 - iii. Period of work
 - iv. No. of contract labour engaged during the month
 - v. No. of days worked
 - vi. No. of man days worked
 - vii. Wages paid to his/her workersThe above statement shall be furnished to BHEL management at the end of every month
- w) The following documents/formats under Contract Labour (Regulation and Abolition) Act 1970 and related Central Rules 1971 shall be maintained by each contractor.
 - i. Register of persons employed by the contractor.
 - ii. Employment Card.
 - iii. Service Certificate.
 - iv. Muster Roll, Wage Register, Deduction Register, Wage slip, Over time Register, Register of fines, Register of advances etc.,
- x) The contractor shall display the abstract of the contract labour (Regulation and application) Act and the rules there under both English and Tamil.
- y) Half yearly return shall be sent by the contractor in duplicate to the licensing officer.
- z) The contractor shall submit the returns required under the Contract Labour (Regulation and Abolition) Act 1970 periodically to BHEL management.
- aa) The contractor shall without fail give up to date information in writing of the attendance of the workers employed by him/her.
- bb) The contractor shall ensure that his/her workers keep and produce their employment card when coming to duty and take them back when leaving duty.
- cc) All the above registers and records shall be preserved in original for a period of three years. All the registers, records and notice maintained under the Act and Rules shall be produced on demand by Inspector or any Authority under the Act.
- dd) No workers shall be required or allowed to work on Sunday unless he has or will have a Holiday or any one of the three days before or after the said day.
- ee) The contractor shall inform BHEL Management in the prescribed form details or the contract workers scheduled to work on Sunday, the day of rest and also indicate the substituted holiday in lieu thereof. This shall be intimated two days in advance before his/her workmen are booked for work on Sunday.

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- ff) The contract labour working for more than nine hours in any day or for more than 48 hours in any week shall be paid wages at the rate of twice the ordinary rates of wages in accordance with the provisions of section 59 of the Factories Act 1948 and any amendment thereof.
- gg) The contractor shall provide all safety devices and personal protective equipment to his workmen at his/her own cost and shall ensure that his workmen wear/use such devices or equipment provided to them while doing the work and there should not be any relaxation on this.
- hh) The contractor shall give four paid national holidays to his workers, viz 26th January, 1st May, 15th August and 2nd October. The contractor shall ensure that his/her workmen vacate the premises after the shift is over.
- ii) The contractor shall give leave with wages to his/her workmen who have worked for a period of 240 days or more in the factory premises during a calendar year. This leave shall be allowed during the subsequent calendar year at the rate of one day for every 20 days or work performed by the worker during the previous calendar year. The worker whose service commences on a day other than the first of January shall be entitled to leave with wages at the above rate (one day for every 20 days or work) only if he had worked for a minimum of 2/3 of the total number of days in the remainder of the calendar year. This leave will be admissible only during the subsequent calendar year.
- jj) The contractor shall comply with the provisions relating to welfare and health facilities as provided to the Contract Labour (Regulation and Abolition) Act 1970 read with the Tamilnadu contract labour Rules.
- kk) Notwithstanding anything contrary to this, in the event of accident the contractor shall be required to fill injury report and submit the Engineer In-charge immediately and ensure the compliance of ESI/Workmen's Compensation Act, Factories Act and Rules made there under. He shall also maintain a register of accident as per the Act.
- ll) The contractor shall get the contract labour engaged by him insured under Workmen's Compensation Policy from General Insurance Corporation of India before actually starting the work of contract. The insurance coverage should be for the entire period of contract. The contractor shall comply with the provisions of the Workmen's Compensation Act 1923 (This should be read in connection with the provisions of ESI Act).
- mm) The contractor shall ensure that all his workmen are covered under the Employees State Insurance Act and produce to BHEL such Registration number/Enrolment number before executing the contract work.
- nn) The contractor shall regularly pay the amount of contribution i.e., employer's contribution as well as employees' contribution in pursuance of the above scheme as fixed from time to time. The contribution payable presently is 0.75% of wages to be recovered from his/her workmen and 3.25% of wages to be contributed by the contractor. Contribution recovered from employee and contribution made by the contractor may be rounded to the next higher multiples of five paise.
- oo) The contractor shall take note of any amendment that may be brought forth in the above contribution rate and act accordingly.

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- pp) The contractor shall ensure that his/her workmen are covered under the EPF and miscellaneous Provisions Act 1952 and accordingly produce to the BHEL Management the registration/enrolment number before award of contract work.
- qq) All employees are eligible to become a member of provident fund from the date of joining the establishment and the worker and contractor contributions are 12% and 13% respectively. The contractor is also liable to pay any administrative charges in this behalf that may be decided from time to time. It will be the responsibility of the contractor to ensure such contribution payable in respect of workmen employed through sub-contractors also.
- rr) The contractor shall take note of any amendment in the rate of contribution payable under the scheme from time to time.
- ss) The contractor shall within seven days of the close of every month submit to BHEL a statement showing the amount of contribution payable/paid for employees engaged by him or through him and shall also furnish to BHEL such information, as principal employer is required to furnish under the provisions of the ESI Act and PF as well as the scheme made there under to the authorities concerned.
- tt) Whenever any sum of money is found to be recoverable from or payable by the contractor under the above acts, the same shall be deducted from any sum that may be due or which at any time thereafter may become due to the contractor under this contract or under any other contract or from his security deposit. In case the recoveries are not sufficient to satisfy the claims the contractor shall pay the balance thereof on demand. In case any recoveries are made under this clause from the security deposit the contractor shall immediately thereafter pay such further sums as may be required to recoup the shortage caused by such recoveries in the amount of security deposit.
- uu) The contractor shall abide by all the labour and other laws applicable to contract labour/worker under this contract and shall at all times keep BHEL, indemnified against all losses, claims, prosecution under any law.
- vv) In case of noncompliance of any of the provisions of the acts and in case BHEL having complied with the same, BHEL will be entitled to recover the same from the contractor/sub-contractor.
- ww) Non exercise of any of the powers or rights available to BHEL hereunder or under any law, shall not in any way operate as waiver thereof.
- xx) Contractor should follow all the provisions of Labour legislation and statutory obligations. Provisions as and when amended will also apply.
51. WCM is arranging this contract as a nodal agency. Execution of work, Bill Certification, Bill passing, Payment, Penalty, Contract closing etc. is the responsibility of end user.
52. The contractor should have to arrange police verification certificate of concern workers (whom they are going to be engaged for these works) for obtaining entry pass.
53. The contractor shall ensure that his/her workmen are covered under the EPF and miscellaneous Provisions Act 1952 and accordingly produce to the BHEL Management the registration/enrolment number before award of contract work. **All employees are eligible to become member of provident fund from the date of joining the establishment and the**

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worker and contractor contributions are 12% and 13% respectively. The contractor shall take note

of any amendment in the rate of contribution payable under the scheme from time to time.

54. The contractor shall within seven days of the close of every month submit to BHEL a statement showing the amount of contribution payable/paid for employees engaged by him or through him and shall also furnish to BHEL such information, as principal employer is required to furnish under the provisions of the ESI Act and PF as well as the scheme made there under to the authorities concerned.
55. **ESI contributions (0.75% employee's contribution + 3.25% employer contribution of the total monthly wages) before 20th day of every following month.** Prescribed challans are available at ESI local office, Ranipet (near Sipcot). Contractors who have got their own code number can remit the contributions on that number. Along with the challan copy, the details of remittance shall be submitted to the concerned HRM Executive in the ESI compliance form.
56. "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. a). Victim: Any person who suffers permanent disablement or dies in an accident as defined below. 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. c). Compensation in respect of each of the victims: (i) In the event of death or permanent disability resulting from Loss of both limbs: Rs.10,00,000/- (Rs. Ten lakh) (ii) In the event of other permanent disability: Rs.7,00,000/- (Rs. Seven lakh) 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.
57. The contractor's responsibility for this contract shall commence from the date of issue of order of acceptance of his tender.
58. Unless the contractor whose tender is accepted, signs the contract agreement within seven days of the date of the order directing him to do so, the amount of EMD already deposited by him will be forfeited and acceptance of his tender shall be withdrawn.
59. BHEL will not bound by any power of Attorney granted by the tenderer or changes in the composition of the firm made subsequent to the execution of the contract. They may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contract concerned.
60. Words imparting the singular number shall have deemed to include the plural number and vice versa where the context so require.
61. The expenses for completing and stamping the agreement shall be to the contractor's account.
62. The general and special conditions of contract are complementary to each other and where they are in conflict, the special conditions shall prevail. In regard to matters not

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covered by the General or Special conditions of contract, those contained in the specifications approved by BHEL, shall apply.

63. The "GENERAL CONDITIONS OF CONTRACT" and "SPECIAL CONDITIONS OF THE CONTRACT" shall be deemed to form an integral part of contract for the work to be entered into.
64. The filled ESI declaration forms shall be submitted to the Executive of HRM Dept. In the Declaration Form full address of the contractor shall be mentioned. Whenever a fresh and unregistered worker is engaged during the operation of contract, declaration form in respect of that workman which should be submitted to Human Resources Department within two days of such engagement.
65. ESI contributions (0.75% employee's contribution + 3.25% employer contribution of the total monthly wages) before 20th day of every following month. Prescribed challans are available at ESI local office, Ranipet (near Sipcot). Contractors who have got their own code number can remit the contributions on that number. Along with the challan copy, the details of remittance shall be submitted to the concerned HRM Executive in the ESI compliance form.
66. The contractor should deduct Provident Fund and ESI amount as per the provisions and amount so deducted along with the matching contribution of the contractor shall be remitted to the authorities concerned within the stipulated time. The statement of deduction along with the challans evidencing remittance shall be submitted to Officer-in-charge. If the evidences are not shown, further bills of the contractor will not be paid. BHEL have the right to withhold the payment of his bills. Submission of statutory returns such as Half Yearly returns of ESI (Form 6), P.F. return (Form 12A), Form 5 and Form 10, Form 3A & Form 6A should be send to the concerned officers in time.
67. The workers' particulars such as Name, Age, Father's name, address, Phone no, etc., and their daily attendance have to be maintained by the contractor. The details of Provident Fund and ESI compliance have to be maintained by the contractor in the prescribed format/register.
68. The contractor shall maintain the following Registers and Records and make them available for inspection at any time. (The list is only for example, but not exhaustive).
 - a) Muster Roll
 - b) Register of Wages
 - c) Register of Deductions
 - d) Register of Overtime
 - e) Register of Fine
 - f) Register of Advance
 - g) Wage slips
 - h) Register of Accidents
 - i) Register of Leave with Wages
 - j) ESI Register in Form-7

All registers are required to be maintained as above and shall be produced as and when Government Officials and Statutory Authorities to make inspection from time to time.

69. In case a contract laborer meets with an accident while on duty, the contractor shall immediately intimate the information to Safety Department, Contracting Agency and

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Human Resources Department and submit the Accident Report duly filled in all respect and send a copy to ESI local office, ESI Dispensary and Inspector of Factories (for major accidents) within 24 hours of accident through Safety and Human Resources Departments. All assistance for the injured workman such as to taking him to ESI Dispensary for treatment must be rendered by the contractor.

70. Compliance of the above provisions does not absolve the obligation of contractor arising out of other statutory obligations.
71. Contractor should employ only persons having sound health and not above the age of 60 years, and not below the age of 18 years.
72. The Contractor agrees that no claim for interest or damages will be entertained or be payable by BHEL in respect of any money or balances or amounts of whatsoever nature which may be lying with BHEL owing to any disputes or differences between the parties irrespective of whether the same is decided by any authority to be paid or returned to the Contractor."
73. BHEL reserves the right to reduce the contract period (pre-close the contract), with 30 days' notice period depends on the requirement / without assigning any reason. Security Deposit will be refunded, if the contract is pre-closed for non-requirement by BHEL.
74. Certificate by the executing department that all statutory requirements including PF, ESI, Minimum wages, Insurance, GST, etc. are complied with by the Contractor. This should be duly backed by the relevant documents".
75. If the contractor is not able to provide the sufficient manpower for a period of continuous period of 15 days, BHEL reserves the right to terminate the contract and to take appropriate action against the contractor. In the event of contract termination, security deposit paid by the contractor will be forfeited.
76. If a tenderer withdraws his offer after submission or after acceptance, fails to provide the vehicle in accordance with the instructions of the Manager/M&S, Cranes & Transport, the earnest money deposited by him will be forfeited and acceptance of his tender will be withdrawn.
77. In case any changes in taxes and duties as per Gov. Notification (including GST), the same shall be applicable from time to time. Same will be borne by BHEL.
78. In case of breach of any or whole of the above terms and conditions by the contractor BHEL will have the liberty to cancel the registration and contract either in part or in full and entrust in part or in full of the work to any contractor and the contractor shall be liable to pay extra cost involved in the execution of cancelled part of the contract.

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PAYMENT TERMS

Bills shall be raised by the contractor (Printed format with Sl.No. only accepted) after the expiry of the concerned month and submitted in triplicate in the format given by BHEL. Payment will be made to the contractor through NEFT/RTGS within 30 days from the date of receipt of clear bill & complying all statutory requirements with due certification by the concerned department or authorized official of BHEL.

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LD/PENALTY

During the contract period, if the contractor is not able to provide the vehicle on any day, prevailing market hire charges for the same type of vehicle will be recovered even if the alternate vehicle is not booked by BHEL or the actual cost incurred in getting the alternate vehicle of same or higher segment subject to availability for the absence day(s) will be recovered in addition to penalty of Rs.500/- per shift will be recovered from the contractor.

- a) For part of the day's absence up to 04 hours, pro rata hire charge along with a penalty of Rs. 250/- will be recovered from the contractor.
- b) Absence exceeding 04 hours in a day will be treated as full shift.

However, during absence/ breakdown, contractor will be permit to provide alternate vehicle in good condition for a day or two with prior permission of BHEL, in which case recovery will not be levied.

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General Conditions of Contract

1. DEFINITION: -

In these General Conditions of Contract, the following terms shall have the meaning hereby assigned to them, except where the context otherwise requires: -

- a) The "Contract" means, the documents forming the tender and acceptance thereof, together with all the documents referred to therein including general and special conditions to contract. All these documents as applicable taken together shall be deemed to form one contract and shall be complementary to one another.
- b) The "Work" means, the work described in the tender documents in individual work-orders as may be issued from time to time to the contractor by the officer-in charge with in the power conferred upon him including all notified or additional items of works and obligations to be carried out as required for the performance of contract.
- c) The "Contractor" means, the individual firm or company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the persons composing the firm or company or the successors of the form or company and the permitted assigns of such individual or firm or company.
- d) "The officer-in charge" means, the office deputed by the AGM/WCM to supervise the work or part of the work.
- e) "Approved" and "Directed" means, the approval or direction of AGM/WCM, or person deputed by him for the particular purposes.
- f) "BHARAT HEAVY ELECTRICAL LIMITED" (herein after referred to as BHEL) shall mean the Board of Directors, Chairman, Executive Director, General Manager or other administrative office of the said company including AGM/WCM authorized to invite tenders and enter into contract for works on behalf of the company.
- g) The "Contract sum" means, the sum accepted or the sum calculated in accordance with the prices accepted in tender and / or the contract rates as payable to the contractor for the execution of work during the currency of the contract.
- h) A "week" means, seven days, without regard to the number of hours worked or not worked in any day in that week.
- i) A "day" means, the day of 24 hours (Twenty-Four) irrespective of the number of hours worked or not worked in that day.
- j) A "working day" means, any day other than that prescribed by the NEGOTIABLE INSTRUMENTS ACT as being a holiday, and consists of the number of hours of labour as commonly recognized by good employers in the trade in

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the district where the work is carried out or as laid down in the BHEL regulation.

2. **HEADING TO THE CONTRACT CONDITIONS:** -

The heading to these conditions shall not affect the interpretations thereof.

3. **WORK TO BE CARRIED OUT:** -

The contract shall, include all labour, materials, tools, plant, equipment and transport which may be required for the execution of work. The contractor will be deemed to have satisfied himself as to the nature of the site, local facilities of access and all matters affecting the execution of work. No extra charges consequent on any misunderstanding in these respects or otherwise will be allowed.

4. **DEVIATIONS:** -

The contractor shall not carry out any work not covered by schedule except in the pursuance of the written instructions of AGM/WCM. No such work shall be valid unless the same has been specifically confirmed and accepted by the BHEL in writing and incorporated in the contract.

5. **OCTROI AND OTHER DUTIES:** -

All charges on account of octroi terminal or sales tax or other duties on materials obtained for the work shall be borne by the contractor.

6. **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.

7. **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.

8. **SUB-CONTRACT:** -

The contractor shall not sub-let any portion of the contract without the prior written approval of the BHEL.

9. **COMPLIANCE TO REGULATIONS AND BYE-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.

10. **SECURITY DEPOSIT:** -

SECURITY DEPOSIT shall be collected from the successful tenderer. 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.

Mode of Deposit:

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- a) Cash (as permissible under the extant Income Tax Act).
- b) Local Cheque of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.
- c) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- d) 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).
- e) 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).

(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith).

At least 50% of the required Security Deposit, including the EMD, should be collected before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.

If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.

The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of the authority competent to award the work.

EMD of the successful tenderer will be converted and adjusted against security deposit.

EMD and security deposit shall not carry any interest.

11. Security deposit shall be refunded only after successful completion of the contract to BHEL's satisfaction and presents an absolute "No Demand Certificate" in the prescribed form and returns properties belonging to BHEL handed over, lent or hired by him for carrying out the said works, Security Deposit will be released to the Contractor after deducting all cost of expenses or other amounts that are to be paid to BHEL under this or other contracts entered into with the Contractor. It may be noted that in no case the Security Deposit shall be refunded/released prior to passing of final bill.

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12. Should a tenderer or a contractor has a relative or in the case of a firm or company of contractors, any of its shareholders or shareholder's relative, employed in Bharat Heavy Electricals Ltd, the authority inviting tenders shall be informed of this fact at the time of submission of the offer, failing which the offer may be disqualified or if such fact subsequently come to light, the contract may be cancelled.
13. 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.
14. 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.
15. **ORDERS UNDER THE CONTRACT:** -
All orders, notices etc. to be given under the contract shall be in writing, type-script or printed and if sent by registered post to the address given in the tender of the contract, shall be deemed to have been served on the date, when in the ordinary course they would have been delivered to him.
16. **CONTRACTOR'S SUPERVISION:** -
The contractor shall either himself supervise the execution of the contract or shall appoint a complement agent acceptable to the AGM/WCM 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 AGM/WCM or the OFFICE-IN CHARGE, to received instructions.
17. The AGM/WCM shall have full powers and without assigning any reason, required 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.
18. **LABOUR:** -
The contractor shall remain liable for the payment of all wages or other moneys to his work people or employees under the payment of wages act 1936, Employees Liability Act 1938, Workmen Compensation Act 1923 or any other Act or enactment, relating thereto and rules framed, thereunder from time to time.

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19. PRECAUTIONS UNDER RISK: -

The contractor shall be responsible for providing at his own expense for all precautions to prevent loss or damage from any and all risks and to minimize the amount of any such loss or damage and for the necessary steps to be taken for the said purposes.

20. DAMAGE & LOSS TO PRIVATE PROPOERTY & INJURY TO WORKMEN: -

The contractor shall at his own expenses reinstate and make good to the satisfaction of the AGM/WCM 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 I death) loss or damage to any person whomsoever or property including all claims which may arise under the workmen's compensation act or otherwise.

21. LAWS GOVERNING THE CONTRACT: -

The contract shall be governed by the India laws for time being in force.

22. CANCELLAITON 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 if 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-bonfire methods of competitive tendering, without first disclosing the fact in writing to BHEL.

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23. RISK PURCHASE CLAUSE AS PER BHEL SOP DT. 10.10.2017: -

If the contractor fails to carry out the specified works as per the contract scope of work within the timeframe as directed by AGM/WCM or his authorized officials and continues in that state after a reasonable notice from AGM/WCM or his authorized officials, BHEL reserves the right to have the work done by any means at the Contractor's risk and expenses provided always that in the event of the cost of the work so done (as certified by authorized officials of Shipping/ Stores/ M&S which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by AGM/WCM or the same shall be recovered from the Contractor by other means.

24. CANCELLATION OF CONTRACT FOR INSOLVENCY ASSIGNMENT OF TRANSFER OR SUBLETTING 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 concerned executive of OP&C department 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

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AGM/WCM or the same shall be recovered from the Contractor by other means.

- e) In case 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 AGM/WCM whose decision shall be final and conclusive.

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

If the contractor,

- a) makes default in carrying out the work as directed and continues in that state after a reasonable notice from AGM/WCM or his authorised representative.
- b) fails to comply with any of the Terms and Conditions of the contract or after reasonable notice in writing with orders properly issued thereunder.
- c) BHEL, may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the contract as whole or in part thereof or only such work order or items of work in default from the contract. Whenever BHEL exercise the authority to cancel the contract as whole or part under this condition BHEL may complete the work at the contractor's risk and cost (as certified by concerned executive of OP&C department which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL. If the cost exceeds the moneys due to the Contractor under this contract the Contractor shall either pay the excess amount ordered by AGM/WCM 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 AGM/WCM whose decision shall be final and conclusive.

26. TERMINATION OF CONTRACT ON THE 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.

27. 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 AGM/WCM shall give

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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.

"If any employee/labourer working in the contract is found involved in corruption activities, the contract will be terminated and the contractor will be banned for applying for any future contract for 3 years."

28. RECOVERY FROM CONTRACTOR: -

Whenever under the contract, any sum of money, shall be recoverable from or payable by the Contractors, the same may be deducted from or any sum then due or which at any time thereafter may become due to Contractor under the contract or under any other contract with BHEL or from his Security Deposit or he shall pay the claim on demand.

29. POST TECHNICAL AUDIT OF WORK AND BILLS: -

BHEL reserves the right to carry out the post-payment Audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc., and enforce recovery of any sum becoming due as a result thereof in the manner provided in the presiding sub-paragraphs. However, no such recovery shall be enforced after three years of passing the final bill.

30. 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.

31. FORCE MAJEURE CLAUSE: -

If, at any time during the continuance of this Contract the performance in whole or in part by either party of any obligations under this Contract shall be prevented or delayed by reason of any War, Hostile acts of the public enemy Civil Commotion, Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, Earth Quake etc.) then provided notice of happening of any such event is given by either party to other within 7 days from the date of occurrence therefore neither party shall by reason of such event be entitled to terminate this Contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of

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any obligation under this Contract is prevented or delayed by reason of any such event, claims for extension of time shall be granted for periods considered reasonable by the AGM/WCM subject to prompt notification by the contractor.

32. 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 AGM/WCM or Accepting Officer or any other person is by the contract expressed to be final and conclusive. All disputes between the parties to the Contract, arising out of or relation to the Contract shall after written notice by either party to the Contract to the other party be referred and resolved by an Arbitrator nominated by the Unit Head of BHEL, Ranipet.

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. Subject to the above, Courts at Ranipet alone shall have exclusive jurisdiction of any matter arising in connection with this Agreement.

33. Arbitration and Jurisdiction:

a) The jurisdiction for any arbitration/settlement of contractual/ legal issues between contractee and contractor, shall only be at the court of Ranipet. Any dispute between BHEL and the Contractor arising out of or in connection with this Contract, other than those for which BHEL decision is final, shall be referred to arbitration by a sole arbitrator to be appointed by BHEL, BAP Ranipet.

b) The place of Arbitration shall be Ranipet, Tamil Nadu. The arbitrator may hold meetings for convenience at such places as per his discretion.

c) The award of the Arbitrator shall be final, conclusive and binding on both parties to the contract

d) Subject to the above, the courts at Ranipet alone have the jurisdiction to decide any dispute arising out of or in respect of the Contract."

34. CHANGE IN CONSTITUTION OF FIRM: Changes in constitution of firm whenever it is made after submission of application or during currency of the contract, the existing firm has to duly inform the proposed changes to contracting department of BHEL at the appropriate time before the changes in the constitution are made. In case the absence of any such information BHEL is not responsible for the consequences arising out of the absence or suppression of information and the issue / dispute arising out of these changes and the firm is responsible for settling the issue or dispute among themselves (Partners etc.) or with the bankers or with any third party. Under the above circumstances when dispute arises and the firm does not inform the change in the constitution of the firm BHEL has the right for suspending or terminating the contract.

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35. FRAUD PREVENTION POLICY: -

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.

36. SECRECY OF CONFIDENTIAL INFORMATION: The Contractor undertakes and agrees that he/it will not disclose or reveal in part or full the proprietary/confidential information, which terms shall mean and include patents, trademarks, service marks, registered designs, copyright, design rights, know-how, confidential information, trade and business names and any other similar protected information of BHEL received during negotiation or currency of the contract to any third party or governmental authorities without written permission from BHEL. In the event of termination or expiry of the contract, the contractor shall return all proprietary/confidential information to BHEL. This clause shall survive termination or expiry of the contract.

All the input details: transmittals and sample drawings supplied for preparation of drawings are confidential information of BHEL for specific purpose only. The contractor shall never pass on / part with the information to anybody and shall maintain the secrecy of the information. As soon as the bills are certified by BHEL, all the relevant drawing files shall be erased from PCs and shall not be made use under any circumstances.

BHEL reserves the right to initiate appropriate action including legal proceeds / termination of contract, recovery of damages, penalties etc., if the contractor is found guilty / wrong usage of the documents given by BHEL for any unauthorised activity.

37. SETOFF CLAUSE: -

"BHEL shall have the right to recover any money which in the sole opinion of BHEL is due from the Contractor from any money due to the Contractor under this Contract or any other contract or from the Security Deposit furnished by the Contractor under this Contract or any other contract. "

38. Notwithstanding anything to the contrary, including, but not limited to, provisions relating to extension of time and compensation/ or delay, time shall be the essence of the contract.

39. "Where the Contractor (whether a proprietorship, partnership, company, Hindus Undivided Family or otherwise) commits a default or breaches the Contract and the proprietor/ partner/director/ member of such entity is also a proprietor/ partner/ director/ member of another entity that is registered with BHEL (in Ranipet or any other unit of BHEL), BHEL shall have the right to recover losses due to the default or breach, whether direct, indirect or consequential, either from the defaulting/ breaching entity or the other said entity or both. Such right shall also include the right to encash any security (in any form such as but not limited to bank guarantee, demand

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draft, FD, etc.) _ furnished by either or both entities. Without limiting the applicability of the foregoing, it shall not be a defence to the other said entity for enforcement of such a right that:

(a) both entities are legally distinct/ separate entities, or
(b) the management of the entity/ partners/ directors/ members of such other entity were not aware that the proprietor/ partner/ director/ member of the defaulting/ breaching entity was also a proprietor/ partner/ director/ member of the other said entity."

40. The Successful Tenderer shall agree to the following conditions:

Contractor shall indemnify and keep indemnified BHEL, its other contractors and/or sub-contractors and its/their employees from all actions, proceedings, suits, claims, demands, liabilities, damages, losses, costs, charges, expenses judgments and fines arising out of or in the course of, or caused by the execution of work under the Contract or other obligations hereunder directly or indirectly associated herewith which may arise due to:

- i) breach of law by the Contractor, or any of its sub-contractor, or any of their respective employees.
- ii) negligence or wilful default by the Contractor, or any of its sub-contractor, or any of their respective employees.
- iii) failure by Contractor to proceed with Project in accordance with the determinations, instructions and clarifications of Company pending disagreement, dispute, protest, request for arbitration/ court proceedings.
- iv) loss of property or death of any employee of BHEL or of its other contractors/ sub-contractors.

The above shall be without prejudice to any other remedy that may be available to BHEL whether as per law, contract, equity or otherwise. The quantum of work/ nature of work to be carried out by the hired crane will be decided by BHEL from time to time and the availability of the combination of work.

- 41.** All statutory requirements under Minimum Wages Act, 1948, Factories Act 1948, Workmen Compensation Act 1923, Employees Provident Fund and Miscellaneous Provisions Act, 1952, Payment of Gratuity Act 1972, Employee State Insurance Act 1948, Contract Labour (R&A) Act 1970, Payment of Bonus Act 1965, Income Tax Act, Service Tax Act and all other applicable Acts shall be complied with by the Contractor.
- 42. MOTOR VEHICLE ACT:** The contractor should comply the relevant Motor Vehicle Act and other statutory requirement, if applicable.
- 43.** Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.
- 44.** Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
- 45.** Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and provides a copy of the same to BHEL.

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46. Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.
47. No interest shall be payable by BHEL on Earnest Money/ Security Deposit/ or any money due to the Contractor by BHEL.
48. Time is the essence of contract and hence any delay in Execution of contract will attract penal action by BHEL by deduction of such amounts as may be fixed by BHEL as compensation for the delay of work. This is without prejudice to conditions of contract mentioned elsewhere regarding deduction for taking alternative action / cancellation of contract.
49. 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. a). Victim: Any person who suffers permanent disablement or dies in an accident as defined below. 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. c). Compensation in respect of each of the victims: (i) In the event of death or permanent disability resulting from Loss of both limbs: Rs.10,00,000/- (Rs. Ten lakh) (ii) In the event of other permanent disability: Rs.7,00,000/- (Rs. Seven lakh) 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.
50. For every month, the contractor shall prepare & submit bill in the succeeding month within one week from the date of certification of quantity by user dept.
51. Any billing related query, clarification, document requirement, etc. shall be resolved in one go by the Contractor within one week from the date of intimation.
52. **SUBMISSION OF BILLS BY CONTRACTOR:** - The Contractor at the end of each month shall submit a bill in triplicate detailing the various items of work done during the month supported by the requisitions issued from time to time. The Contractor shall, once in every month, submit to the concerned executive of OP&C department separately details of his claims for the work done by him up to and including the previous month which are not covered by his contract agreement in any of the following respects:
- a. Deviation from the items provided in the contract documents.
- b. Extra items / new items of work.

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c. Items in-respect of which rates have not been settled. He should in addition furnish a clear certificate to the effect that the claims submitted by him as aforesaid cover all his claims and that no further claims shall be raised by him in respect of the work done up to and including the period under report.

53. **PAYMENT OF BILLS:** - All payments to be made to the Contractor, under this contract shall be by "CHEQUE" crossed "A/C PAYEE ONLY" OR by NEFT / RTGS payment within a reasonable time after the certification of bills by the authorized officials of BHEL.
54. **SUSPENSION OF BUSINESS DEALINGS:** -
The bidder along with its associate / collaborators / sub-vendors / consultants / service providers shall strictly adhere to "Guidelines for Suspension of Business Dealings with Suppliers/ Contractors" AA/MM/SB/01 Rev: 02 amdt. 02, Dt.08.01.2020 displayed on BHEL website <http://www.bhel.com>. (<https://www.bhel.com/guidelines-suspension-business-dealings-supplierscontractors>)
55. **BHEL reserves the right to reduce the contract period (pre-close the contract), with 30 days' notice period depends on the requirement / without assigning any reason. Security Deposit will be refunded, if the contract is pre-closed for non-requirement by BHEL.**
56. In case of breach of any or whole of the above terms and conditions by the contractor BHEL will have the liberty to cancel the registration and contract either in part or in full and entrust in part or in full of the work to any contractor and the contractor shall be liable to pay extra cost involved in the execution of cancelled part of the contract.

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BILL OF QUANTITY

Sl.No	Description	Total Amount for "2" Ambulances Per Month (A)	No. Of Months (B)	Total Amount for "2" Ambulances for Twenty- Four Months (applicable GST Nil) C=(A)*(B)
01	Total Rental charges for Two Ambulances with Drivers (Tempo Traveller) for 24 hrs operation on all inclusive basis for Two years. (Excluding Diesel charges)	(A)= (C)/(B)	24	To be quoted by bidder in GeM portal.

Applicable GST: **Nil**

NOTE:

1. Rate quoted is inclusive of rent, drivers salary, allowances, vehicle tax, insurance, vehicle maintenance and all statutory payments applicable etc., **excluding Diesel charges.**
2. Diesel charges will be fully reimbursed by BHEL @1 litre diesel cost for every 10 KM run. The diesel charges will be as per the daily rate announced by the nearest IOCL dealer in Ranipet and will be reimbursed accordingly in the monthly bill. This reimbursement procedure will be applicable for the entire contract period.
3. Adhoc amount for contract workmen will be subsumed with any increase in Dearness Allowance / Basic wages.

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CHECK LIST
(to be filled by Bidder)

1. Name of the Tenderer :
2. Address for Communication :
3. Telephone, Cell No.& mail id. :
4. EMD / MSME/NSIC Details :
5. Details of experience in running Ambulance :
6. Registration No. of the Ambulances:
7. Whether the vehicle is owned/Leased* : Owned / Leased
8. If leased, Lease document is attached* : Yes / No
9. Name and address of the Registered Owner:
10. Make, Model of the Ambulances & date of first registration : 1. 2.
11. Ambulances permit No. and date of Issue : 1. 2.
12. Date of expiry of validity of the permit : 1. 2.
13. Name and address of the Insurance Co. : 1. 2.
14. Comprehensive Insurance Policy Nos : 1. 2.
15. Date of expiry of policy :
16. Name of Drivers : 1. 2.
17. Driving license Nos : 1. 2.
18. Date of expiry of the driving license validity : 1. 2.
:

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19. Date of expiry of FC : 1. 2.
20. Details of cases, Civil/Criminals/others,if any,:
filed by or against the ambulance operator
and pending on the date of tender.
21. Has the Firm/ Proprietor or partners or directors :
been convicted of any criminal offence by
any competent court. If so furnish particulars.
22. Is the offered ambulance (s) owned by BHEL :
employees, or their dependents, or their
relatives?
if yes, furnish details
23. Whether the firm is individual firm or Sole :
proprietorship firm or partnership firm or
Hindu undivided Family or association of
persons or Private Limited company or
Public Limited company or any other please specify
24. Whether the contractor has registered his :
workmen under employees State Insurance
Act. If so, the Registration No./ Enrolment
Number may be furnished.
(Photo copy is to be enclosed)
25. PAN no and documentary proof :
(Photo copy has to be enclosed)
26. Whether the contractor has registered his :
workmen under Employees Provident Fund
and Miscellaneous Provisions Act.
(Photo copy is to be enclosed)
27. EMD Details :

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DECLARATION

I/We M/s.
have read and clearly understood all the Terms and conditions in Tender Schedule of **BHEL Ref No 9810047E** and accordingly accept the same without any deviation what so ever.

- I/ We unconditionally agree to all the tender conditions and no new conditions are imposed by us in the technical / price bid. I understand in the event of imposing any condition in the technical / price bid, such condition would be ignored by BHEL and only the prices will be considered for the purpose of evaluation”
- I/ We confirm that none of our group concern or affiliates etc., appears on the list of banned firms / companies by BHEL (list available on www.bhel.com) nor any of the Director / Partner / proprietor of bidder / such group concern or affiliate etc. are involved with such company.
- I/ We also declare that, we have not been suspended or black listed or issued with Show Cause Notice by BHEL- Ranipet or any other BHEL Unit.
- I/ We confirm that other than us, none of our group concerns or affiliates etc. are participating in the tender either directly or indirectly through any other agency under same proprietor /common director(s) / common partner(s).
- I/ We confirm that if any of the above statement / information furnished by us in this tender is found to be false/ fake at any stage of tender evaluation or during execution of contract, BHEL will have the right to initiate appropriate action including legal proceeds / termination of contract, recovery of damages, penalties etc. as deemed fit.

We hereby accepted above
(signature & seal of bidder)



Report ID: GEM/GARPTS/21032022/XUSPP5VU18L9

Report Name: HIRING OF AMBULANCE WITH DRIVER ON MONTHLY BASIS

Generated By: Kumaraian Lingam , Department of Heavy Industry , Ministry of Heavy Industries and Public Enterprises

Generated On: 21/03/2022

Valid till: 20/04/2022

GeM Availability Report and Past Transaction Summary

GeM Availability Report and past transaction summary report is generated based on the specifications searched by the Buyer. The specification may be modified appropriately for searching relevant categories on GeM. Buyer may navigate to GeM category page by clicking on the category link to view category specifications and products/services available in the category.

Order Count and Order Value displayed is on a cumulative basis since GeM inception.

1. Search String: HIRING AMBULANCE WITH DRIVER ON MONTHLY BASIS

Search type: Service

1. There are categories available on GeM matching your requirements (as listed here). You can create a bid on GeM with a product closest matching your required specifications and add additional parameters in specifications through Corrigendum using RMS functionality.
2. If you feel that category TP needs updating you can submit category updating request also through RMS.
3. If you do not want to use any of the above option and want to proceed for procurement outside GeM, please suggest the specifications of the required product for creation of new category on GeM for future procurement.

Search Result: Category available/suggested on GeM but marked as "not matching requirements" by the buyer with undertaking as under:

It is certified that I have thoroughly checked all probable categories suggested by GeM and I am satisfied that the product required is not covered / does not fall in any of the suggested categories and can not be procured under any of these categories even after inclusion of List of Values(LOV) wherever possible in category specifications of suggested categories. It is also certified that the technical specification requirement are such that these can not be covered even by adding specification parameters using ATC in any of the GeM suggested categories. This is a one-time requirement hence new category creation is not proposed / or requirement is recurring but request for new category creation will be submitted separately post generation of GeMARPTS.