



An ISO: 9001  
Organization

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

☎: (0431) 257-5010

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**NOTICE INVITING TENDER**

Ref: Enquiry no: 9222100003 DATED: 30/04/2021; DUE DT: 07/05/2021

|   |                                 |                                                                          |
|---|---------------------------------|--------------------------------------------------------------------------|
| 1 | Name of work                    | "Hiring of Ambulance services" for BHEL Main Hospital & OHS in Trichy    |
| 2 | Tender Type                     | Single Tender (Vendor Name: M/s KUMARAN AMBULANCE, TRICHY) - Single part |
| 3 | Earnest Money Deposit           | NIL                                                                      |
| 4 | Duration of the contract        | SIX Months<br>(From the date of commencement of the work)                |
| 5 | Last Date for Receipt of Tender | 14.00 Hrs. on 07/05/2021                                                 |
| 6 | Date of Technical Bid Opening   | 14.30 Hrs. on 07/05/2021                                                 |

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

1 The complete offer shall reach the office of the undersigned on or before 07/05/2021 at 14.00 Hrs.

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

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

5 The Tender documents can be down loaded from BHEL website ([www.bhel.com](http://www.bhel.com)) / Govt. website (<https://eprocure.gov.in/eprocure/app>) at free of cost.

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

Clarification if any can be obtained from the undersigned.

Tender should be addressed to:

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

| PART –I (TECHNICAL BID)                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |
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| SECTION -I : CONTRACT TECHNICAL REQUIREMENTS                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |
| 1) SCOPE OF WORK & TECHNICAL REQUIREMENTS FOR NORMAL NON-AIR CONDITIONED TATA WINGER/FORCE TRAVELLER OR EQUIVALENT HIGH ROOF MODEL AMBULANCE (DIESEL - MODEL – 2016 OR LATER) |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |
| <b>1</b>                                                                                                                                                                      | <b>SCOPE OF WORK &amp; TECHNICAL REQUIREMENTS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |
| 1.1                                                                                                                                                                           | BHEL require <b>Two Numbers of Normal Non-Air Conditioned Tata Winger/Force Traveller or Equivalent High Roof Model Ambulance (Diesel - Model – 2016 or Later)</b> with Drivers on hire basis.                                                                                                                                                                                                                                                                                                                                |  |
|                                                                                                                                                                               | The driver shall be in uniform (White Pant, white shirt)                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |
|                                                                                                                                                                               | The rate contract is intended for deployment of 2016 or later model of ambulance only. The ambulance may be inspected by our representatives before deployment.                                                                                                                                                                                                                                                                                                                                                               |  |
| 1.2                                                                                                                                                                           | The ambulance should be equipped with the following medical kit and necessary fitments.                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |
| 1.3                                                                                                                                                                           | <b>General</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |
|                                                                                                                                                                               | a) Hooks for intra-venous bottle                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |
|                                                                                                                                                                               | b) Filled Oxygen cylinder                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |
|                                                                                                                                                                               | c) Bracket for Oxygen cylinder with adjustable straps.                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |
|                                                                                                                                                                               | d) Wailing horn and signaling equipment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |
|                                                                                                                                                                               | e) Wheeled stretcher with folding and adjusting devices, with the head side of the stretcher being capable of tilted upwards                                                                                                                                                                                                                                                                                                                                                                                                  |  |
|                                                                                                                                                                               | f) Medicine cabinet with emergency medicines                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |
|                                                                                                                                                                               | g) Appropriate sanitizing and PPE item for driver/attender to deal with COVID patients.                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |
| 1.4                                                                                                                                                                           | <b>Safety</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |
|                                                                                                                                                                               | Flash lights / warning lights with siren Fire Extinguisher - Dry powder type                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |
| 1.5                                                                                                                                                                           | The above Ambulance operation should be throughout the contract period (24 hours service) including Sundays and Holidays.                                                                                                                                                                                                                                                                                                                                                                                                     |  |
| 1.6                                                                                                                                                                           | Once the Contract is finalized, the Ambulance shall be at the operational disposal of our Main Hospital/SSTP OHS/ Unit-2 OHS for the entire contract period and shall not leave the place of Duty without prior permission of Controlling Authority of BHEL Main Hospital. Ambulance shall be available in full readiness and cleanliness for operation and willingness of the drivers on all days. The fuel tank should always be kept full and at any point of time the level should not be less than 50% of tank capacity. |  |
| 1.7                                                                                                                                                                           | The Ambulance should be in ready condition to move the critically ill patients from BHEL Main Hospital to our referral hospitals in and around Trichy as below<br>* price schedule (1.2) for travelling within radius of 30 km from BHEL Main Hospital<br>* price schedule (1.3) for beyond 30 Kms as per price schedule                                                                                                                                                                                                      |  |
| 1.8                                                                                                                                                                           | Price variation will be compensated on Diesel Price Increase/decrease on reckoning <b>10 KM / Litre</b> for Normal Non-Air Conditioned Ambulance (Diesel) for price schedule 1.2 only                                                                                                                                                                                                                                                                                                                                         |  |
| 1.9                                                                                                                                                                           | Fuel price will be paid as per the average diesel price of the following period for price schedule 1.2 only<br>a) 1st to 15th of the calendar month<br>b) 16th to till the end of the calendar month<br>(Diesel price as on date shall be reckoned at IOCL Thiruverumbur/Trichy)                                                                                                                                                                                                                                              |  |
|                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |
| 1.10                                                                                                                                                                          | In case of break-down/work shop service of the Ambulance while in operation, the Ambulance should be replaced by an alternative equivalent ambulance within 60 minutes from the time of breakdown. The alternate equivalent ambulance should be in good condition. The alternate ambulance provided should be accepted by BHEL Officials/In-charge.                                                                                                                                                                           |  |
|                                                                                                                                                                               | The breakdown / overhauling / preventive maintenance hours will not be counted in hours of operations. The contractor shall arrange alternate driver immediately in case the actual driver falls ill, is on leave or absconds from duty.                                                                                                                                                                                                                                                                                      |  |
| 1.11                                                                                                                                                                          | If any Break down during the emergency use, the driver should inform to Transport or Hospital for immediate action.                                                                                                                                                                                                                                                                                                                                                                                                           |  |

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| 1.12 | If the replacement vehicle is not received for break-down vehicle, BHEL will arrange the same type of ambulance on its own from the other suppliers and recover the differential expenditure from the contractor along with penalty as mentioned on clause.1.13.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |
| 1.13 | <p><b>Penalty:</b></p> <p>a) For non-supply of Ambulance on any day or for not providing alternate arrangement as stipulated in clause 1.10 on any day: Penalty equal to actual cost incurred by BHEL in hiring alternate ambulance plus Rs.500/-</p> <p>b) After resuming duty, if a contractor does not ply the rest of the day or driver remain absent or driver refuses to attend duty for any reason, penalty will be imposed which will be equal to Full day rent x 1.5 times.</p> <p>c) In the event of breakdown or taking out ambulance for service/repair etc., alternate ambulance shall be made available by the contractor immediately at his own cost failing which penalty as at (a) above shall be imposed.</p> <p>d) While on duty, if the driver of the Ambulance is found to be indulging in any case of disobedience / misbehavior/malpractice/fraud or any act of misdemeanor, a penalty amounting to Rs.500/- will be imposed on the concerned contractor and the contractor shall not engage such driver any more for that purpose.</p> <p>The levy of the penalty as above may be at the discretion of BHEL and it could be levied for as many instances together and if it is found that the contractor has defaulted more than three occasions during the tenure of the contract, BHEL may at its discretion terminate the contract and forfeit Security Deposit.</p> <p>The penalty, if imposed shall be recovered from the running account bill. Once the penalty is imposed and amount deducted towards penalty, will neither be refunded nor the contractor shall make any claim. There will be no upper limit on total amount of the penalty. GST as applicable will be recovered along with penalty amount.</p> |  |
| 2    | <b><u>GENERAL TERMS AND CONDITIONS:</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |
| 2.1  | Ambulance should have cleaned & ironed white seat covers at all times. In case of failure to do so, BHEL will get the same prepared and deduct the amount from the bills apart from recovering a penalty of Rs.100/- per incidence.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |
| 2.2  | In case of repair/maintenance of ambulance, the spare ambulance will be permitted after approval of Transport In-charge.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |
| 2.3  | The Ambulances should be WHITE in Colour.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |
| 2.4  | BHEL Sticker should be pasted in the Ambulance permanently.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |
| 2.5  | <p>The driver should have valid driving license obtained 3 years before the date of Commencement of work. The contractor should furnish proof of having verified the antecedents of the drivers (Police verification) and should ensure that the drivers deployed have no scandalous, criminal or appalling background and will not behave badly with the employees of BHEL or any patient/users.</p> <p>Driver engaged should be non-alcoholic/non-smoking/non addictive to drugs and he should of age between 18 to 50 Years.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |

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| 2.6 | <p>The Ambulance drivers should keep the following documents (applicable and valid) need to be submitted before the work commences.</p> <p>a) Registration Certificate<br/>b) Driving License(s)<br/>c) Comprehensive Insurance certificate (including third party, property and damage coverage), pollution control certificate and/or exhaust emission certificate etc. (kept alive during the contract period)<br/>d) Permit<br/>e) Road Tax token<br/>f) Fitness Certificate of the vehicle<br/>g) Police Verification Certificate of Drivers and Technicians.</p> <p>If any of the above certificates gets expired during the contract period, the same shall be renewed and copy shall be submitted to Contract Executing officer in Hospital Administration Department in time.</p> <p>The firm must submit the copy of Pollution Control Board's Certificate for Ambulance Vehicles for conforming to Pollution norms as per the Transport Department of Government of Tamil Nadu. Pollution Under Control (PUC) Certificate is compulsory and is mandatory as per Central Motor Vehicle Rule-1989. The Service Provider/agency for its deputed Ambulance Vehicle is liable for obtaining and providing of PUC Certificate every Six Months period for strict compliance of said Central Motor Vehicle Rule-1989 for running of 24x7 Ambulance Services for BHEL Hospital. In case of New Ambulance Vehicle deputed for said 24x7 Ambulance Services, as per Central Motor Vehicle Rule-1989, first time PUC validity is for One year period.</p> |  |
| 2.7 | Driver / attendant should allow the patients to get inside the ambulance and then only driver should enter the ambulance.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |
| 2.8 | The driver /attendant should open and close the doors for the PATIENTS while getting into and alighting the Ambulance. The driver and the technician stationed in the Ambulance should be well behaved and courteous with the patient and their attendant / family members / relatives. He should display restraint and wisdom in dealing with excited passengers. In case of misbehavior by the driver, a suitable penalty can be imposed for each occasion. In case there are multiple repetitions with a particular driver, he will have to be changed.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |
| 2.9 | Trip sheet for Ambulances engaged by BHEL will be supplied by BHEL. It is the responsibility of the Ambulance drivers to get all the column filled for each and every movement and get signed by the authorized officials of BHEL Medical Department.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |
| 3   | In case of failure of METER READING (METER showing KMs), the same should be brought to working condition, before reporting to duty the next day. For the journey period and distance on the day of failure of the meter, the payment will be released based on the certification made by Officer/Hospital. From the next day onward, only the DAILY RENT CHARGES WILL BE PAID in case the meter is not set right.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |
| 3.1 | The Ambulance contractor will bear the entire responsibility of submitting the duly filled (in-coming KM/time, outgoing km/time and detailed specific places visited) in Daily Trip sheets given by the company for each trip after obtaining the signature of the casualty officials only. Incomplete trip sheet will not be allowed for payment.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |
| 3.2 | In case of loss of original trip sheet BHEL reserves the right not to entertain the claim                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |
| 3.3 | Providing Daily Trip sheets, Kilometer readings verification & closing the trip sheets are by the in charge of ambulance at Main Hospital. On Sundays & holidays the above activities are provided by Pooling In-Charge/Transport.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |
| 3.4 | The Driver should have the following spares in the ambulance to attend emergency vehicle repairs.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |
| 3.5 | (1) Fan belt                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |
| 3.6 | (2) Stepney                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |
| 3.7 | (3) Standard tools.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |
| 3.8 | (4) Spare bulb                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |
| 3.9 | (5) Fuses                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |
| 4   | (6) Fuel Hose etc.,                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |

Name of the work: "Hiring of Ambulance services" for BHEL Main Hospital OHS in Trichy.

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| 4.1 | After award of the contract the performance Ambulance operation is not satisfactory as per the contract                                                                                                                                                                                                                                                                                                                                                  |  |
| 4.2 | terms, BHEL will cancel the Work order and the security deposit will be forfeited.                                                                                                                                                                                                                                                                                                                                                                       |  |
| 4.3 | The vehicle used for ambulance service should be registered in the name of bidder only.                                                                                                                                                                                                                                                                                                                                                                  |  |
| 4.4 | The Ambulance supplied should not be owned by BHEL employees and their dependents. Contractors not in possession of Ambulances need not take part in the tender. They shall be technically disqualified even if taken part.                                                                                                                                                                                                                              |  |
| 4.5 | Advertisement in the ambulance is not allowed                                                                                                                                                                                                                                                                                                                                                                                                            |  |
| 4.6 | The drivers/attendants should be governed under PF/ESI/CONTRACT LABOUR REGULATIONS ACT.                                                                                                                                                                                                                                                                                                                                                                  |  |
| 4.7 | Transport Contractor to obtain insurance covered for his employees and shall take comprehensive insurance coverage at his own cost. BHEL will not be responsible for any loss / damage / pilferage of his property and or his employees.                                                                                                                                                                                                                 |  |
| 4.8 | Playing of tape recorders or radios in the Ambulances is not allowed.                                                                                                                                                                                                                                                                                                                                                                                    |  |
| 4.9 | BHEL reserve its right to refuse to engage any vehicle even after arrival at the factory, if the driver and the vehicle do not confirm to any of the regulation of MV act and contract conditions.                                                                                                                                                                                                                                                       |  |
| 5   | No part of the contract is assignable and no subletting is allowed without prior written permission from BHEL.                                                                                                                                                                                                                                                                                                                                           |  |
| 5.1 | In case if the vendor is found involved in Sub-Letting of Ambulance, the contract with the said vendor would be reviewed by BHEL and it may result in termination of contract and / or Black listing of the said vendor. No correspondence shall be entertained in this regard and the decision of BHEL shall be binding on the parties.                                                                                                                 |  |
| 5.2 | The vehicle used for ambulance service should be registered in the name of bidder only                                                                                                                                                                                                                                                                                                                                                                   |  |
| 5.3 | Ambulance(s) shall be in the name of the bidder/ individual (bidder) / firm / name of the partner. In case of leased ambulances, lease agreement in the name of the bidder/ individual (bidder) / firm / name of the partner shall be submitted. Originals may be verified.                                                                                                                                                                              |  |
| 5.4 | Subject as aforesaid the provisions of the Motor Vehicles Act or any Statutory modifications or amendments or re-enactment thereof and the rules made thereunder from time to time have to be followed by the Contractors. BHEL will not be responsible for any complications arising out of such contingencies, if any.                                                                                                                                 |  |
| 5.5 | Any mishap (i.e. fire or accident, etc.) occurs en-route is the complete responsibility of the Ambulance contractor. He is also responsible for the safe, comfortable and timely transporting of the patients.                                                                                                                                                                                                                                           |  |
| 5.6 | The Ambulance contractor shall carryout the work to the entire satisfaction of In charge/ Hospital Services or the authorized officials of the company.                                                                                                                                                                                                                                                                                                  |  |
| 5.7 | Actual ambulance parking charges/toll charges will be reimbursed along with monthly bills on production of actual receipt without any corrections or overwriting. The driver of the ambulance should keep reasonable money to meet contingency expenditure such as minor repairs, parking/toll charges.                                                                                                                                                  |  |
| 5.8 | Any amount recoverable from contractor towards the loss/damage will be adjusted from the outstanding payments due from BHEL or from the security deposit.                                                                                                                                                                                                                                                                                                |  |
| 5.9 | In case this amount is insufficient for such recoveries, the ambulance contractor should agree for hand payment. The company reserves the right to enter into Parallel contracts for the same period or any part thereof.                                                                                                                                                                                                                                |  |
| 6   | The Transport Contractor shall ensure that Ambulance(s) employed under this contract agreement is/are covered by a comprehensive insurance policy. Under no circumstances shall BHEL be liable to compensate for any loss or damage that may be caused to the Vehicle by accidents or complications arising out of such contingencies like fire, theft, riots, strikes and terrorism damage whether inside or outside BHEL premises while being engaged. |  |
| 6.1 | In case BHEL be held liable for any loss, damage or compensation to third parties arising from or in relation to transport operations done by the transport contractor, such loss, damage or compensation shall be paid by the contractor to BHEL together with the costs incurred by BHEL on any legal proceedings pertaining thereto.                                                                                                                  |  |

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| 6.2 | The contractor is directly responsible for injuries / death of vehicle driver or any person employed by him as well as to the third party occupants or other users arising due to accident or otherwise of vehicle during the contractual period. At any point of time, BHEL will not be responsible for any loss / damage either to the person or to the vehicle arising out of accident of the vehicle for performing the contractual obligations.         |  |
| 6.3 | Any damage to BHEL materials due to rough and faulty handling by the contractor's men will have to be made good by the contractor to BHEL. Similarly if any damage caused to BHEL equipments/installation, property of third party in the course of work by the contractor's men, the same shall be made good by the contractor.                                                                                                                             |  |
| 6.4 | Vehicles for which registration number have been declared by the contractor for the exclusive use against this contract should not be changed without obtaining prior permission in writing from BHEL Officer in charge.                                                                                                                                                                                                                                     |  |
| 6.5 | Siren and beacon as per approved norms of Government with at least 3 flashers on both sides of ambulance                                                                                                                                                                                                                                                                                                                                                     |  |
| 6.6 | Oxygen cylinder with oxygen and mask are in the scope of the contractor. Before the quantity of oxygen comes to a level that requires filling oxygen then another cylinder with oxygen has to be fitted in the ambulance first and then only the existing cylinder has to be taken out for oxygen filling. This has to be done as per the instructions of our representatives.                                                                               |  |
| 6.7 | Complete flooring free of joints suitable for easy cleaning / scientific fumigation and treatment with disinfectants. Ambulance(s) should be provided with foot matting and reverse horn.                                                                                                                                                                                                                                                                    |  |
| 6.8 | The Contractor/Agency / authorized representative and all the drivers and Medical Technicians should be equipped with round the clock communication facility (mobile etc.). This information shall be provided to the contract executing officer.                                                                                                                                                                                                            |  |
| 6.9 | In case of any change in the contact details of either the Contractor/Driver, the same shall be reported to Hospital Admin. All the correspondence will be done as per the available contact details only.                                                                                                                                                                                                                                                   |  |
| 7   | Transport Contractor should provide Cell phone at Contractor's cost to the drivers and Medical Technicians to facilitate communication for taking duties on day to day basis and at the time of emergencies / breakdowns / accidents and any other important message to be passed to the contractor or to BHEL staff.                                                                                                                                        |  |
| 7.1 | In any case, Contractor shall be directly responsible for providing necessary staff like licensed drivers and qualified medical technicians including the fitness and suitability of drivers (test to rule out possibilities of loss of vision, hearing, etc.).                                                                                                                                                                                              |  |
| 7.2 | Contractor is solely responsible for payment of wages / salaries and allowances to his personnel. BHEL will have no liability whatsoever in this regard.                                                                                                                                                                                                                                                                                                     |  |
| 7.3 | No other person except Contractor's authorized representative will be allowed in BHEL premises.                                                                                                                                                                                                                                                                                                                                                              |  |
| 7.4 | Within BHEL premises, the Contractor's personnel should not do any work other than the normal duties allotted by Hospital Authorities.                                                                                                                                                                                                                                                                                                                       |  |
| 7.5 | The contract will be in force for 6 months from the date of deployment of Ambulance.                                                                                                                                                                                                                                                                                                                                                                         |  |
| 7.6 | The Transport Contractor will have to indemnify BHEL against the following, in case the same is thrust upon BHEL:                                                                                                                                                                                                                                                                                                                                            |  |
| 7.7 | a) All claims for injury or damage to any person, property caused by his negligence or negligence of his employees while on operations.                                                                                                                                                                                                                                                                                                                      |  |
| 7.8 | b) Failure in observance of labour and industrial laws by the contractor.                                                                                                                                                                                                                                                                                                                                                                                    |  |
| 7.9 | c) All claims by way of compensation and all other types of unforeseen claims which may occur in the course of contract incurred by contractor.                                                                                                                                                                                                                                                                                                              |  |
| 8   | d) All payments by way of compensation or otherwise which BHEL may be called upon to make under provisions of the relevant acts to any workmen as aforesaid and any cost incurred by BHEL in connection with any claim and demands whatever in respect thereof or in any loss, injury or damages whatever to any third person arising out of this contract by the Transport contractor, their workmen servants or agents shall be recovered from contractor. |  |

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| 8.1 | e) For all claims, payments and losses that BHEL may have to make or suffer on account thereof the transport contractor shall wherever required to do so by BHEL or Govt. officials authorized under law, produce for inspection all forms, register and other papers required to be maintained under various statutes.                                                                                                                                                               |  |
| 8.2 | The contractor shall indemnify the company against all losses or damages sustained by the company resulting directly or indirectly including his failure to give intimation in the manner aforesaid including the penalties or dues if any and become payable by the company, as a consequence of failure, the company to give notice under the workmen's compensation act or otherwise confirm o the provisions of the said act in regard to such accident.                          |  |
| 8.3 | BHEL reserves the right to refuse / engage the Ambulance(s) if the driver or the Ambulance(s) engaged does not confirm to any of the regulations of MV Act or TNMV Rules (Tamil Nadu Motor Vehicle Rules) or blacklisted contractor of BHEL, Tiruchirappalli - 620014.                                                                                                                                                                                                                |  |
| 8.4 | The contract may be terminated at any time without paying compensation whatsoever to the transport contractor in case of misbehaviour, disobedience, dishonesty, clandestine insolvency, any court order, non-sanction of road permit or any other related activities on their part or their failure to fulfill the terms & conditions of this agreement.                                                                                                                             |  |
| 8.5 | BHEL reserves the right to short close this work with one-month advance notice due to administrative reasons. BHEL's decision in this regard is final. Under such circumstances payment will be made for on pro rata basis for the service rendered out up to the period.                                                                                                                                                                                                             |  |
| 8.6 | The orders, notices or any correspondence to the transport contractor will be sent by registered post to the address furnished. This is deemed to have been served on the transporter, on date of report of delivery of such correspondence. The Transport Contractor shall carry out the orders without any delay.                                                                                                                                                                   |  |
| 8.7 | Withdrawal of contract during the contract period will entail BHEL, not only forfeiture of Security Deposit but also to appoint other Transporter at the risk and cost of the contractor and action may be initiated as per BHEL Suspension of bussiness dealings.                                                                                                                                                                                                                    |  |
| 8.8 | The Contractor shall ensure adherence to all statutory requirements applicable to Bharat Heavy Electricals Limited, Tiruchirappalli – 620014.                                                                                                                                                                                                                                                                                                                                         |  |
| 8.9 | In case the contractor does not carry out the contractual / statutory obligations or the services rendered by him are found to be unsatisfactory, BHEL shall bring the same to his notice and he will be obliged to discharge the obligations and rectify the anomaly within prescribed time failing which, BHEL reserves the right to terminate the contract without assigning any reason whatsoever. In such an event no damages will be payable for short closure of the contract. |  |
| 9   | Notwithstanding anything contained in the contract agreement which will be entered after award of work, the contract may be terminated by BHEL, without assigning any reason.                                                                                                                                                                                                                                                                                                         |  |
| 9.1 | Non-compliance of any provisions under the act / rule / instructions / guidelines shall make the contractor liable for penal action including termination of contract.                                                                                                                                                                                                                                                                                                                |  |
| 9.2 | On the occurrence of an accident, which results in the death of any of the workmen employed by the contractor or which is so serious as to be likely to result in the death of any such workmen, the contractor shall intimate within 24 Hrs. of the happening of such an accident intimate in writing to the company official in-charge of the work.                                                                                                                                 |  |
| 9.3 | Wherever, BHEL / Company standards are mentioned, they shall be strictly followed.                                                                                                                                                                                                                                                                                                                                                                                                    |  |
| 9.4 | Whenever the term Contractor is used, it shall be understood to refer to the particular person, firm or corporation with whom an agreement has been made by the concerned company official for executing the work defined in the concerned agreement and for the purpose of instructions regarding compliance with contract conditions. It shall include the contractors authorized agents, who are entrusted with the work by contractor.                                            |  |
| 9.5 | In the event of any question or dispute under this contract, the same shall be referred to a competent authority in the company for sole arbitration and his decision shall be final and binding on the parties to the contract.                                                                                                                                                                                                                                                      |  |
| 9.6 | All the works shall be carried in accordance with the directions and to the satisfaction of the company official in accordance scope of work.                                                                                                                                                                                                                                                                                                                                         |  |

Name of the work: "Hiring of Ambulance services" for BHEL Main Hospital OHS in Trichy.

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| 9.7  | In case of breach of any or whole of the above terms and conditions by the Ambulance 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 the work to any other Ambulance contractors and the contractors shall be liable to pay the extra cost involved in the execution of cancelled part of the contract. |  |
| 10   | <b><u>PAYMENT TERMS</u></b>                                                                                                                                                                                                                                                                                                                                                                     |  |
| 10.1 | Hiring charges shall be paid once in 15 days on production of necessary invoices/bills duly certified by the Executive In-charge and Credit time of 30 days must. All payments will be made only in the name of the Contractor mentioned in RC Book on whose name it is registered.                                                                                                             |  |
| 10.2 | Only GST as per Government norms and toll on actuals will be paid by BHEL. All other taxes are to be inclusive.                                                                                                                                                                                                                                                                                 |  |



| SECTION – II                       |                                                                                                                                                                                                                                                                                                                                                                                                                |                   |
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| BID/OFFER FORMAT                   |                                                                                                                                                                                                                                                                                                                                                                                                                |                   |
| The Bidders to note the following: |                                                                                                                                                                                                                                                                                                                                                                                                                |                   |
| Sl.No.                             | REQUIREMENTS                                                                                                                                                                                                                                                                                                                                                                                                   | Bidder's Response |
| 1                                  | The Bidder shall submit the offer in SINGLE PART in one sealed covers                                                                                                                                                                                                                                                                                                                                          |                   |
|                                    | COVER- 1 -- Technical and Commercial (Part-I) & Price Bid (Part-II)                                                                                                                                                                                                                                                                                                                                            |                   |
|                                    | (Covers should be superscripting Tender No.)                                                                                                                                                                                                                                                                                                                                                                   |                   |
| 2                                  | IMPORTANT POINTS TO BE TAKEN CARE OF WHILE SUBMITTING OFFER:-                                                                                                                                                                                                                                                                                                                                                  |                   |
| a                                  | Should a bidder find discrepancies or omissions in the tender documents or should there any doubt as to their meaning, he should at once address the authority inviting the tender, for clarification well before the due date, so as to submit his tender in time. (No extension of time shall be given for submission of the tender on any account).                                                         |                   |
| b                                  | Conditional and late tenders, tenders containing prima-facie absurd rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions herein contained and the tenders not in original ARE LIABLE TO BE REJECTED                                                                                                                      |                   |
| c                                  | All entries in the tender documents should be in one ink. Erasures and overwriting are not permitted. All cancellations and insertions should be duly attested by the bidders concerned.                                                                                                                                                                                                                       |                   |
| d                                  | Rates should be quoted as per the Work / Rate schedule. Rates quoted in any other form will not be accepted and will be rejected.                                                                                                                                                                                                                                                                              |                   |
| e                                  | Unit rates should be quoted in figures as well as in words for all the items shown in the attached schedule. Wherever there is a difference in the two, the rates in words will be taken as final.                                                                                                                                                                                                             |                   |
| f                                  | The tender must be signed separately and legibly by Partner / Director of the Firm.                                                                                                                                                                                                                                                                                                                            |                   |
| g                                  | If a bidder deliberately gives wrong information in his tender or creates conditions favorable for the acceptance of his tender, the BHEL RESERVES THE RIGHT TO REJECT SUCH TENDER AT ANY STAGE.                                                                                                                                                                                                               |                   |
| h                                  | Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.                                                                                                                                                                                                                                                                                         |                   |
| i                                  | Canvassing in any form in connection with tenders is strictly prohibited and the tenders submitted by the Bidders who resort to canvassing will be liable for rejection.                                                                                                                                                                                                                                       |                   |
| j                                  | Should a bidder's or a Contractor's or in the case of a firm or company of contractors/any of its shareholder's or shareholder's relative is employed in BHEL, the authority inviting the tenders shall be informed in writing of this fact at the time of submission of the tender, failing which the tender may be disqualified, or if such fact subsequently comes to light, the contract may be cancelled. |                   |
| k                                  | The bidder should sign and stamped in all pages of documents.                                                                                                                                                                                                                                                                                                                                                  |                   |
| l                                  | Submission of tenders by hard copy only.                                                                                                                                                                                                                                                                                                                                                                       |                   |
| m                                  | The service provider should cover PF & ESI for all the drivers engaging for duty as per extant govt. rules.                                                                                                                                                                                                                                                                                                    |                   |

| SECTION - III - GENERAL TERMS & CONDITIONS OF CONTRACT : -- |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |
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| (1) a                                                       | The "contractor" means, the individual Firm or Company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the persons composing the firm or Company or the successors of the firm or company and the permitted assigns of such individual or firm or Company.                                                                                                                                                                                                                                                                                                                                |  |
| b                                                           | The Officer-In charge means, the Officer deputed by the EXECUTIVE/BHEL-TRICHY., to supervise the work or part of the work.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |
| c                                                           | Approved and "Directed" means, the approval or direction of EXECUTIVE/BHEL-TRICHY, or person deputed by him for the particular purposes.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |
| d                                                           | BHARAT HEAVY ELECTRICALS LIMITED" (herein after referred to as BHEL) shall mean the Board of Directors, Chairman, Executive Director, General Manager or other Administrative Officer of the said Company including EXECUTIVE/BHEL-TRICHY authorised to invite tenders and enter into contract for works on behalf of the Company.                                                                                                                                                                                                                                                                                                                                      |  |
| e                                                           | The "Contract sum" means, the sum accepted or the sum calculated in accordance with the prices accepted in tender and / or the contract rates as payable to the contractor for the execution of the work during the currency of the contract.                                                                                                                                                                                                                                                                                                                                                                                                                           |  |
| f                                                           | A "week" means, Seven Days, without regard to the number of hours worked or not worked in any day in that week.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |
| g                                                           | A "day" means, the day of 24 hours (TWENTY FOUR) irrespective of the number of hours worked or not worked in that day.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |
| h                                                           | A "working day" means, any day other than that prescribed by the NEGOTIABLE INSTRUMENTS ACT as being a Holiday, and consists of the number of hours of labour as commonly recognised by good employers in the trade in the district where the work is carried out or as laid down in the BHEL regulations.                                                                                                                                                                                                                                                                                                                                                              |  |
| 2                                                           | HEADING TO THE CONTRACT CONDITIONS :- The heading to these conditions shall not affect the interpretations thereof.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |
| 3                                                           | DEVIATIONS:- The contractor shall not carry out any work not covered by schedule except in pursuance of the written instructions of DGM/PLNG/M&S ,. No such work shall be valid unless the same has been specifically confirmed and accepted by BHEL in writing and incorporated in the Contract.                                                                                                                                                                                                                                                                                                                                                                       |  |
| 4                                                           | <b>GST:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |
| a                                                           | Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration No (GSTIN) which should be clearly mentioned in the offer. If the dealer is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer. Dealers under composition scheme should declare that he is a composition dealer supported by the screen shot taken from GST portal. The dealer has to submit necessary documents if there is any change in status under GST.                                                                                                                    |  |
| b                                                           | Supplier shall mention their GSTIN in all their invoices (incl. credit Notes, Debit Notes) and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No. which is linked/uploaded in GSTN network shall be clearly indicated), Billed to party (with GSTIN) & Shipped to party details, item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, Place of Supply etc. |  |

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| c | All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).                                                                                                                                                                                                                                                                                                                                                                          |  |
| d | Invoices will be processed only upon completion of statutory requirement and further subject to following:<br>(i) Vendor declaring such invoice in Form GST ANX-1<br>(ii) Receipt of Goods or Services and Tax invoice by BHEL                                                                                                                                                                                                                                                                                   |  |
| e | As the continuous uploading of tax invoices in GSTN portal (in GST ANX-1) is available for all (i.e. both Small & Large) tax payers under proposed new GST Return System, all invoices raised on BHEL may be uploaded immediately in GST portal on despatch of material /rendering of services. The supplier shall ensure availability of Invoice in GST portal before submission of invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's GST ANX-2). |  |
| f | In case of discrepancy in the data uploaded by the supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month informed by BHEL.            |  |
| g | In cases where invoice details have been uploaded by the vendor but failed to remit the GST amount to GST Department (Form PMT-08 or Form GST RET-01 to be submitted) within stipulated time, then GST paid on the invoices pertaining to the month for which GST return not filed by the vendor will be recovered from the vendor along with the applicable interest (currently 24% p.a) and all subsequent bills of the vendor will not be processed till filing of the GST return by the vendor               |  |
| h | In case GST credit is denied to BHEL due to non-receipt or delayed receipt of goods and/ or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount claimed in the invoice shall be disallowed to the vendor.                                                                                                                                                                                                                   |  |
| i | Where any GST liability arising on BHEL under Reverse Charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the vendor.                                                                                              |  |
| j | Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contracts. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Tax Invoice will be issued by BHEL indicating the respective supply invoice number.                                                                                                                                                                                                                             |  |
| k | GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 – Central Tax dated 13.09.2018. GST TDS certificate which will be generated in GST portal subsequent to vendor accepting the TDS deduction in the GST portal, will be issued to the vendor.                                                                                                                                                                                                                    |  |
| l | GST and Income Tax levied by the Central Government authorities should be paid by the contractor. The GST will be reimbursed by BHEL as per Government Norms against the payment of the same.                                                                                                                                                                                                                                                                                                                    |  |
| 5 | PLANT AND EQUIPMENT:- The Contractor shall at his own expense, supply all tools plant and equipment (Herein after referred to as T&P) required for the execution of the contract.                                                                                                                                                                                                                                                                                                                                |  |

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| 7  | SUB-CONTRACT :- The Contractor shall not sub-let any portion of the contract without the prior written approval of the BHEL .                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |
| 8  | COMPLIANCE TO REGULATIONS AND BY-LAWS :- The Contractor shall confirm to the provisions of any statute relating to the work and regulations and Bye-Laws of any local authority. The Contractor shall be bound to give all notices required by statute regulations or By-Laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof                                                                                                                                                                                                                                                                   |  |
| 9  | SECURITY DEPOSIT: --                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |
| a) | The Security Deposit shall be collected before start of the Work. Security Deposit shall be furnished by the successful vendor to the total contract value before starting the work. The total amount of Security Deposit will be 5% of the contract value may be accepted in the following forms:                                                                                                                                                                                                                                                                                                                                     |  |
| b) | Local Cheques of Scheduled Banks (subject to realization)/ Pay Order/ DD/ Electronic Fund Transfer in favour of BHEL                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |
| c) | Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)                                                                                                                                                                                                                                                                                                                                                                                       |  |
| d) | Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |
| e) | Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |
| f) | Security Deposit shall also be recovered at the rate of 10% from the running Bills. However, in such cases at least 50% of the Security Deposit should be remitted before the starting of the work and the balance 50% will be recovered from the running bills.                                                                                                                                                                                                                                                                                                                                                                       |  |
| g) | The security deposit shall not carry any interest.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |
| h) | Security Deposit shall not be refunded except in accordance with the terms of Security Bond or Agreement. BHEL shall not be responsible for any loss of securities, due to liquidation for any other reasons, what-so-ever or any depreciation in the value of the securities while in their charge or for any loss of interest there on.                                                                                                                                                                                                                                                                                              |  |
| i) | All compensation or other sums of money payable by the Contractor to BHEL under the terms of this contract or under any other contract with BHEL may be deducted from the Security Deposit or realised by the sale of the securities or from the interest arising therefrom or from any sums which may be due or may become due to the contractor by BHEL and in the event of this Security Deposit being deducted by reason of such deductions or sale, as aforesaid, the Contractor shall within 7 days thereafter, make good in cash or in securities endorsed as aforesaid, any sum by which the Security Deposit has been reduced |  |
| j) | REFUND OF SECURITY DEPOSIT:- The Security Deposit mentioned above may be refunded to the Contractor after termination or expiry of the contract provided always that the Contractor shall first have been paid the last and final bill and have rendered a "NO DEMAND CERTIFICATE".                                                                                                                                                                                                                                                                                                                                                    |  |

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| 10 | CONTRACTOR'S SUPERVISION:- The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to the EXECUTIVE/BHEL-TRICHY to act in his stead. Orders given to the Contractor's agent shall be considered to have the same force as if they have been given to the Contractor himself. The Contractor or his accredited agent shall attend when required without making any claim for doing so, either the office of the EXECUTIVE/BHEL-TRICHY, or the OFFICER-INCHARGE, to receive instructions.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |
| a) | The EXECUTIVE/BHEL-TRICHY, shall have full powers and without assigning any reason, require the Contractor to immediately cease to employ in connection with this contract, any agent, servant or employee where continued employment is, in his opinion undesirable. The Contractor shall not be allowed any compensation on this account.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |
| 11 | The Contractor shall be responsible for providing at his own expense for all precautions to prevent loss or damage from any and all risks and to minimize the amount of any such loss or damage and for the necessary steps to be taken for the said purpose                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |
| 12 | <p>DAMAGE &amp; LOSS TO PRIVATE PROPERTY &amp; INJURY TO WORKMEN :- The Contractor shall at his own expense reinstate and make good to the satisfaction of the respective area HOD and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Employees Compensation Act or otherwise.</p> <p>"BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life / permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below.</p> <p>a) Victim: Any person who suffers permanent disablement or dies in an accident as defined below.</p> <p>b) Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/operation and works incidental thereto at BHEL factories/offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works/during working at BHEL Units/Officers/townships and premises/Project sites</p> <p>c) Compensation in respect of each of the victims:</p> <p>(i) In the event of death or permanent disability resulting from Loss of both limbs: Rs 10,00,000/- (Rs Ten lakh)</p> <p>(ii) In the event of others permanent disability: Rs.7,00,000/- (Rs. Seven Lakh)</p> <p>d) Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to section 2 (I) of the Employee's Compensation Act,1923"</p> |  |
| 13 | LAWS GOVERNING THE CONTRACT:- The contract shall be governed by the Indian Laws for time being in force.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |

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| 14  | CANCELLATION OF CONTRACT FOR CORRUPT ACTS:- BHEL , whose decision shall be final and conclusive, shall without prejudice to any other right or remedy which shall have accrued shall accrue thereafter to BHEL cancel the contract in any of the following cases and the Contractor shall be liable to make payment to BHEL for any loss or damage resulting from any such cancellation to the same extend as provided in the case of cancellation for default.                                                                                                                                                     |  |
|     | If the Contractor shall :-                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |
| (a) | Offer or give or agree to give to any person in BHEL service any gift or consideration of any kind, as an inducement or reward for doing or for bearing to do or for having done or for borne to do any act, in relation to the obtaining or execution of this or any other contract for BHEL service,<br>(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.<br>(OR)                                                                                                                                                                                                                                                                                                                                     |  |
| c   | Obtain a contract with BHEL as a result of ring tendering or by non-bonafide methods of competitive tendering, without first disclosing the fact in writing to BHEL.                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |
| 15  | CANCELLATION OF CONTRACT FOR INSOLVENCY ASSIGNMENT OF TRANSFER OR SUB-LETTING OF CONTRACT :-                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |
|     | BHEL, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL shall cancel the contract in any of the following cases:<br>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<br>(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,<br>(OR)                                                                                                                                                                                                                                                                                                    |  |
| c   | Assigns, Transfers, Sub-lets or attempts to assign, transfer or sub-let any portion of the work without the prior written approval of the BHEL.                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |
| d   | Whenever BHEL exercise the authority to cancel the contract under this conditions, BHEL may have the work done by any means at the Contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by EXECUTIVE/BHEL-TRICHY which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by EXECUTIVE/BHEL-TRICHY., or the same shall be recovered from the Contractor by other means |  |

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| e  | In case the BHEL carries-out the work under the provisions of this condition the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plants and/or labour provided by the BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the EXECUTIVE/BHEL-TRICHY., whose decision shall be final and conclusive.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |
| 16 | CANCELLATION OF CONTRACT IN PART OF FULL FOR CONTRACATOR'S DEFAULT:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |
| a  | If the Contractor makes default in carrying out the work as directed and continues in that state after a reasonable notice from EXECUTIVE/BHEL-TRICHY, or his authorized representative :                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |
| b  | fails to comply with any of the Terms and Conditions of the contract or after reasonable notice in writing with orders properly issued thereunder ;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |
| c  | BHEL, may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the contract as whole or in part thereof or only such work order or items of work in default from the contract. Whenever BHEL exercise the authority to cancel the contract as whole or part under this condition BHEL may complete the work at the contractor's risk and cost (as certified by EXECUTIVE/BHEL-TRICHY., which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL. If the cost exceeds the money due to the Contractor under this contract the Contractor shall either pay the excess amount ordered by EXECUTIVE/BHEL-TRICHY or the same shall be recovered from the Contractor by other means. In case the BHEL carries out the work or any part thereof under the provisions of the conditions the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or labour provided by the BHEL with an addition of such percentage to cover the supervision and establishment charges as may be decided by the EXECUTIVE/BHEL-TRICHY, whose decision shall be final and conclusive. |  |
| 17 | TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR. :-                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |
|    | Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, or if the firm is dissolved or the company is liquidated BHEL shall have the option of terminating the contract without compensation to the Contractor.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |
| 18 | SPECIAL POWER TO TERMINATION:- If at any time after the award of contract, BHEL shall for any reason whatsoever not require whole or any part of the work to be carried out the EXECUTIVE/BHEL-TRICHY., shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the fore-closing of the work.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |
| 19 | SUBMISSION OF BILLS BY CONTRACTOR:- No advance payment will be made. The Contractor at the end of each month shall submit a bill in triplicate detailing the work done during the month supported by the requisitions issued from time to time.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |
| 20 | RECOVERY FROM CONTRACTOR:- Whenever under the contract, any sum of money, shall be recoverable from or payable by the Contractors, the same may be deducted from or any sum then due or which at any time thereafter may become due to Contractor under the contract or under any other contract with BHEL or from his Security Deposit or he shall pay the claim on demand.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |

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| 21 | <p>POST TECHNICAL AUDIT OF WORK AND BILLS:- BHEL reserves the right to carry out the post-payment Audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc., and enforce recovery of any sum becoming due as a result thereof in the manner provided in the presiding sub- paragraphs. However no such recovery shall be enforced after three years of passing the final bill.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |
| 22 | <p>ARBITRATION: - (a)Except as provided elsewhere in this Agreement, in case amicable settlement is not reached between the parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Agreement ; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Agreement ; or , in any manner touching upon the Agreement, then, either Party may , by a notice in writing to other Party refer such dispute or difference to sole arbitration of an arbitrator appointed by Head of the BHEL Units/Region/Division issuing the Agreement.</p> <p>(b)The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the parties.</p> <p>(c)Subject as aforesaid, the provision of Arbitration &amp; Conciliation Act 1996 (India) or statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause. The seat of arbitration shall be Trichy, Tamil Nadu.</p> <p>(d)The cost of arbitration shall be borne as per the award of the Arbitrator.</p> <p>(e)Subject to arbitration in terms of clause 28 above, the Courts at Trichy Tamil Nadu shall have exclusive jurisdiction over any matter arising out of or in connection with this Agreement.</p>                                                                                                                                                                                                                                      |  |
|    | <p>(f)Notwithstanding the existence or any dispute or difference and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligation under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.</p> <p>In case of contract with Public Sector Enterprises (PSE) or a Government Department, the following shall be applicable</p> <p>In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred by either Party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the Parties to the dispute, provided, however, any Party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the Parties hereto finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.</p> |  |



|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |
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| 23 | <b>SIGNING OF CONTRACT:-</b> Each contract document shall be signed by the Contractor with his usual signature. Contract by partnership of Hindu Joint Family firm, may be signed in the FIRM'S name by one of the Partners or the Karta or Manager as the case may be or by any other duly authorised representative followed by the name and designation of the persons so signing. Contracts by a Company shall be signed with the name of the Company by a person authorised in this behalf and a power of attorney or other satisfactory proof showing that the persons signing the Contract documents on behalf of the Company is duly authorised to do so, shall accompany the contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |
| 24 | 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 <a href="http://www.bhel.com">http://www.bhel.com</a> and shall immediately bring to the notice of BHEL management about any fraud or suspected fraud as soon as it comes to their notice.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |
| 25 | The contractor should remit the salary/wages for their workmen only through Bank. Monthly clearance will be given in respect of all contractors, if only the salary/ wages to the workmen has been remitted through the bank account of the contract workmen. The relevant Bank statement/proof for Bank payment should be produced along with PF and ESI challan's to Welfare Section every month.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |
| 26 | <b>INDEMNITY:</b><br>The Contractor shall have to indemnify BHEL against all claims for injury or damage to any person or property caused by his negligence or negligence of his employees whilst in BHEL premises / sites.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |
| 27 | <b>RISK PURCHASE:</b><br>In the event of any successful Tenderer's failure to fulfil any of the Tender / Contract obligations as per Contract / Agreement BHEL may entrust the job to alternate source and get it completed to meet BHEL requirement and additional expenditure, if any, including consequential cost, will be fully recovered from the Tenderer Contractor who failed to complete the job in line with Contract.<br>The decision of BHEL with regard to the actual losses / consequential expenditures (with 5% over heads) incurred by BHEL shall be final and binding on the Tenderer / Contractor.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |
| 28 | <b>Force Majeure Clause:</b><br>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, Earthquake 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 thereof neither of the parties shall by reason of such event be entitled to terminate this Contract or claim for damages against the other in respect of such non-performance or delay for such period. 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 any obligation under this Contract is prevented or delayed by reason of any such event, claims for extension of time may be granted for periods considered reasonable by the respective area HOD at his discretion subject to prompt notification by the contractor. |  |

### **COMMERCIAL TERMS AND CONDITIONS FOR M&S CONTRACTS**

1) Hiring charges shall be paid once in 15 days on production of necessary invoices/bills duly certified by the Executive In-charge and Credit time of 30 days must. All payments will be made only in the name of the Contractor mentioned in RC Book on whose name it is registered.

2) Attendance register should be maintained.

3) Procedure to remit money to BHEL Trichy's Account:

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

a) Select State Bank Collect available on the top ( pre login page )

b) Accept the terms and conditions and click "PROCEED"

c) Select State "TAMILNADU "and Institution type "INDUSTRY ".

d) Select "BHEL TRICHY" under "INDUSTRY".

e) In the next page, select APPROPRIATE category, fill details correctly & click "SUBMIT".

f) If all details entered are correctly populated, click "CONFIRM "to proceed.

g) Make payment as per your convenience. (Options available are payment of fees through SBI Net Banking, State Bank ATM cum Debit Cards / Other Bank Debit / Credit Cards and through SBI Branches).

h) SAVE & Keep the copy of receipt for future reference.

4) Security Deposit shall be furnished by the successful vendor to the total contract value before starting the work. The total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit. SD will be forfeited in case of any failure in execution of the contract or due to any shortcomings observed in the documentation furnished earlier for getting qualified or in case the Contractor is banned. GST will be charged on the SD amount forfeited from the bidder at the applicable rates. GST tax Invoice will be issued to the vendor on receipt/recovery of GST amount from the vendor

5) An additional payment as per circular ref. BHEL: HR: W: EW, dt.08.04.2014 is to be paid to the contract workmen as below, over and above the minimum wages prescribed by the government of Tamil Nadu:

Unskilled - Rs.3200/-

Semiskilled - Rs.3700/-

Skilled - Rs.4100/-

6) Bonus @ 8.33 % to workmen to be paid.

7) Rate should be quoted as per price bid format.

8) Taxes if have to be mentioned separately in the offer.

9) The rate that is offered should be comprehensive and no separate charges will be made towards expenses like travel, boarding and lodging.

Name of the work: "Hiring of Ambulance services" for BHEL Main Hospital OHS in Trichy.

| Part- II ( PRICE BID)                                                                                                 |                                                                                                              |                          |               |                                          |                                                        |
|-----------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|--------------------------|---------------|------------------------------------------|--------------------------------------------------------|
| 1)RATE SCHEDULE FOR HIRING TWO Normal Non-Air conditioned high Roof model Ambulances<br>(diesel-Model 2016 or Later). |                                                                                                              |                          |               |                                          |                                                        |
| S.No.                                                                                                                 | DESCRIPTION OF WORK                                                                                          | UNIT                     | Estimated Qty | Unit Rate in Figures &<br>Words          | Value (Qty*Unit<br>rate) will be<br>calculated by BHEL |
| 1.1                                                                                                                   | Rate for full day operation of Normal Tempo Traveller Ambulance per vehicle (diesel-Model 2016 or Later).    | Fixed<br>rate Per<br>Day | 366           | Vendor to Quote                          | -NA-                                                   |
| 1.2                                                                                                                   | Fuel Charge per Km (upto 30 KMs)<br>(Diesel price as on date shall be reckoned at IOCL Thiruverumbur/Trichy) | Rs Per<br>Km             | 11700         | Diesel market price as on<br>date/ 10 Km | -NA-                                                   |
| 1.3                                                                                                                   | Fuel Charge per Km (beyond 30 KMs)                                                                           | Rs Per<br>Km             | 5000          | Vendor to Quote                          | -NA-                                                   |

**NOTE:**Rate should be quoted without GST.