



BHARAT HEAVY ELECTRICALS LIMITED
POWER SECTOR EASTERN REGION:HQ
PLOT NO.9/1, DJ BLOCK, SECTOR-II
SALT LAKE, BIDHANNAGAR
KOLKATA-700 091.



Ref: PSER:HR:GAX:VEH:2008

Date: 29-03-2008

Sub: Open Tender Enquiry No. PSER:HR:GAX:VEH:2008 for the services of Chauffer Driven Commercial vehicles for BHEL, PSER, Kolkata. The following are needed for bidders on the subject Tender as pre-qualifying requirements which shall form the part of NIT :

BRIEF SCOPE OF WORK:

"Providing services of Chauffer Driven Commercial Registration vehicles on monthly hire basis : **Diesel Ambassador Car (Non-A.C. 01 no.), TATA INDICA (A.C - 03 nos.) and Maruti Esteem (01 no.) of Model 2005 onwards** which should be immaculate and in good running condition to be driven by qualified and professional valid License Holding Drivers.

The following has the Pre-qualifying Requirements for Bidders for Providing services of Chauffer Driven Commercial Registration vehicles which should be immaculate and in good running condition to be driven by qualified and professional valid License Holding Drivers on monthly hire basis at BHEL BHAVAN, 9/1, DJ Block, Salt Lake City, Sector-II, Kolkata-91.

QUALIFYING REQUIREMENT FOR BIDDERS

1. The vendor should have Average Annual Turn Over of minimum Rs.6.0 lakhs (Rupees Six lakhs only) for last three financial years ending 31st March, 2007.
2. Vendor should have earned profit in at least one financial year during last three years ending 31-03-2007 and net worth as on 31-03-2007 should be positive.

Contd... 2/-

Phone No. 2321-1958, 6190

Registered Office: "BHEL House, Siri Fort, New Delhi-110049

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3. Vendor should have experience in executing the services of "Chauffer Driven Commercial Registration vehicles" at leading PSUs/State Governments /Central Government/leading Private Sectors. Proof of same to be enclosed.
4. The vendor should submit photocopy of valid PAN No..
5. The vendor should submit copy of valid Trade License.
6. The vendor should submit audited Balance Sheet and Profit & Loss A/c for last three years (Ending March, 2007) in support of above requirement in point 1 & 2.

GENERAL INFORMATION:

1. Bidder should furnish information regarding current services in hand, current litigation, orders regarding exclusion/expulsion or black listing, if any.
2. Bidders meeting the qualifying requirements as mentioned above, may collect Tender Documents by remitting Rs. 250/- (Non-refundable) payable in the form of Demand Draft or Pay Order in favour of **BHARAT HEAVY ELECTRICALS LIMITED** payable at Kolkata or in cash on all working days between 14-00 hours to 16-00 hours on or after 29-03-2008. In case the document is to be dispatched by post, the cost of such despatch is to be paid by the bidder along with the cost of tender document. Tender documents may be downloaded from our Website, www.jantermanter.com for which also the tenderer will be required to pay Rs.250/- (non-refundable) to BHEL prior to submission of tender and non-payment of same shall disqualify them for participation in the bid.
3. Tenderer shall deposit the Earnest Money amounting to **Rs.1,00,000/- (Rupees One lac only)** as per the instructions given in the Tender Documents.
4. Corrigendum/extension/addendum (if any) pertaining to this tender will be published in the BHEL Web site only.

Contd...3/-

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The Offers received late i.e. received after due date and time shall not be considered at all. You are requested not to take any deviation from this tender and a certification to this effect is to be given as per the format for 'No Deviation Certificate' enclosed with the tender. The 'No Deviation Certificate' shall be submitted in a separate sealed envelope.

BHEL reserves the right to accept or reject the tender either partly or fully or as considered necessary without assigning any reason thereof and the decision of BHEL in this regard shall be final and binding on the contractor.

NOTE:

Sale of Tender Documents on and from : 29-03-2008 .

Last date of submission of offer :12-04-2008 by 1500 hrs.

Thanking you,

Yours faithfully,
For and on behalf of BHEL

(A. Sengupta)
Dy. Manager (HR)

Section-I

GENERAL INSTRUCTIONS TO TENDERERS

1.0 Tender specification as a whole, duly furnishing the following details, shall be duly signed and sent in one a sealed cover superscribing "TENDER FOR CHAUFFEUR DRIVEN COMMERCIALVEHICLES":-

a) TENDER SPECIFICATION NO : PSER:HR:GAX:VEH:2008

b) LAST DATE OF SUBMISSION : DATE: 12-04-2008 upto 15:00 HRS

2.0 Vendor should submit their offer in the following manner in three (3) Sealed Cover envelopes:

PART-I : **Earnest Money Deposit**

2.1 As per clause No. 9.0 of this Section, the vendor should deposit Earnest Money amounting to Rs. 1,00,000/-(Rupees One lac only)

PART-II : **Techno-Commercial Bid**

2.2 The tenderer should submit the following documents.

- a) A list of credentials in support of experience in the relevant field.
- b) Details of the present job(s) being handled/working experience of last (03) three years.
- c) Attested copies of partnership deed, power of attorney
- d) No Deviation Certificate.(in the prescribed format enclosed)
- e) Copy of PAN No.
- f) Balance Sheet & Profit & Loss A/C of last (03) three years.
- g) Trade License.

h)

DETAILS OF BUSINESS

1.0	Name of the firm	
2.0	Address for communication	
3.0	Registered Office, if any:	
4.0	Location of Garage(s):	
5.0	Name of Proprietor/Partner (Attach attested copies of Partnership Deed, Power of Attorney)	
6.0	Name of Bankers	
7.0	Date / year of commencement of Business	
8.0	Whether registered with any Govt. Institution/Undertaking / large Corporates of repute. If so, furnish particulars with supporting documents	
9.0	ITR for 2006-07/ Copy of PAN Card to be furnished, if any.	
10.0	Last 03 (three) years audited Balance Sheet along with Profit & Loss Account of the Co./firm	
11.0	Experience Certificates with Govt. /Public Sector Undertaking/large Corporate of repute.	
12.0	Service Tax - Registration No.	
13.0	No Deviation Certificate (As per enclosed format)	
14.0	Details of present job(s) being handled/ working experience of last 03 years.	

2.3 Details of Vehicle owned (attach separate sheet in the following format):

Sl. No.	Registration No.	Make	Model	Non A.C.
01.				
02.				
03.				
04.				
05.				
06.				

PART-III : Price Offer as per Price Schedule Format

a) Complete Price Offer as per enclosed Price Schedule Format" (Annexure-IV) duly filled in all respect.

2.4 The tender shall be addressed to:

Dy. Manager (HR)
 Bharat Heavy Electricals Limited
 Power Sector : Eastern Region
 Plot No.9/1, DJ Block,
 BHEL BHAVAN,
 Salt Lake, Sector-II,
 Kolkata-700 091.

3.0 Tenders if submitted by post shall be sent by "REGISTERED POST WITH ACKNOWLEDGEMENT DUE". Tenders received after the due date and time are liable to be rejected. Tender papers may also be submitted by hand delivery, or by COURIER SERVICE or dropped directly in the "TENDER BOX' kept in BHEL office at 2nd floor, HR Department. Plot No.9/1, DJ Block, BHEL BHAVAN, Salt Lake, Sector-II, Kolkata-700 091.

- 3.1 Tenders shall be opened by the authorised official (s) of BHEL at their office at the time and date specified in the tender notice in the presence of such bidders or their authorised representative(s) who choose to be present. Such representatives must bring with them their authorisation letter during opening of the price bids. For any clarification, the tenderers should contact authority inviting tenders i.e. Dy. Manager (HR).
- 3.2 The tenderers shall go through all the clauses/specification, terms and conditions stipulated in the Tender documents thoroughly. In case the tenderers have any doubt about the meaning of any portion of the tenders specification or the tender documents issued are incomplete or shall require clarification on any of the technical aspect, scope of work etc. they shall at once contact the authority inviting the tender for clarification before submission of the tender.
- 3.3 The tenderers must furnish all the required information as per the instructions given in various sections of the tender specification. Each and every page of the tender specification must be signed, stamped and submitted along with the offers by the tenderers as a token of complete acceptance thereof. The information furnished shall be complete by itself.
- 3.4 The tenderers shall quote the rates in English language and international numerals. The rates shall be in whole rupees. The rates shall be entered in figures as well as in words. For the purpose of the tender the metric system of units shall be used.
- 3.5 All entries in the tender shall either be typed or be in written form. Erasures and overwriting are not permitted and may render such Tenders liable to be summarily rejected. All cancellations, insertions, overwriting etc. shall be duly attested by the Bidders.
- 4.0 TENDER SPECIFICATIONS" shall mean the "Specific conditions, technical Specification" pertaining to work for which the Bidders are required to submit their offer.

5.0 "LETTER OF INTENT" shall mean the intimation by a letter to the Bidders that his tender has been accepted in accordance with provisions contained in that letter. The responsibility of the contractor commences from the date of issue of this letter and all the terms and conditions of the contract are applicable from this date.

6.0 While every endeavour will be made by BHEL, they cannot guarantee uninterrupted services due to conditions beyond their control. Contractor will not be entitled to any compensation/extra payment on this account.

7.0 In the event of any dispute of any nature, the decision of BHEL shall be final and binding on the contractor.

8.0 **SUBMISSION OF TENDERS**

8.1 **In Case of Individual:** His full name, mailing address, Fax No., Telephone No. e-mail ID and place and nature of business.

8.2 **In Case of Partnership Firm:** The names of all the partners and their addresses along with a copy of the partnership deed, instruments of partnership duly certified by public Notary.

8.3 **In Case of Companies:** Date and place of registration including date of commencement certificate in case of Public Limited Company (Certified copies of Memorandum of Association are to be furnished), Nature of business carried out by the Company and provisions of the Memorandum relating thereof as well as names and particulars including addresses of all the Directors and their previous experience, if any.

9.0 **EARNEST MONEY DEPOSIT**

The amount of interest free Earnest Money Deposit of Rs. 1,00,000/- (Rupees One lac only) shall be remitted either in cash or by a Crossed Demand Draft/Pay Order drawn on any nationalized bank in favour of Bharat Heavy Electricals Limited payable at Kolkata.

- 9.1 Earnest Money shall, inter-alia, be forfeited in case of the following:
- a) On withdrawal of bid or increase in rates or change in bid conditions after opening of the tender.
 - b) On refusal to enter into a contract after the award of contract.
 - c) If operations of the contract are not commenced from the date indicated in the award of the contract..
- 9.2 The EMD shall be returned within one month to the unsuccessful bidders after the award of contract without any interest.
- 9.3 In case of successful tenderer, the Earnest Money deposited shall be retained and it may be adjusted towards security deposit if desired by the vendor.

10.0 **SECURITY DEPOSIT** :

Upon acceptance of the tender, the successful bidder within the time and amount specified in the Letter of Intent must deposit Security Deposit with BHEL as detailed below:

- | | |
|---------------------------------------|---|
| a) Upto Rs.10 lakhs | : 10% |
| b) Above Rs.10 lakhs upto Rs.50 lakhs | : 1 lakh + 7.5% of the amount exceeding Rs.10 lakhs. |
| c) Above Rs. 50 lakhs | : Rs.4 lakhs + 5% of the amount exceeding Rs.50 lakhs |

The successful bidder may furnish the Security Deposit as indicated in the LOI in any one of the following forms:

- i) Cash (as permissible under the Income Tax Act)
- ii) Pay Order, Demand Draft in favour of BHEL
- iii) Local Cheques of scheduled banks, subject to realization.
- iv) Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of the contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).

- v) Bank Guarantee from Scheduled Banks/Public Financial Institutions as defined in the Companies Act subject to a maximum of 50% of the total Security Deposit value. The balance 50% has to be remitted either by cash or in the other form of Security. The Bank Guarantee format should have the approval of BHEL.
- vi) Fixed Deposit Receipt issued by Scheduled Banks/Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor A/C BHEL, duly discharged on the back.."
- vii) Security deposit can 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 collected before start of the work and the balance 50% may be recovered from the running bills.
- viii) EMD of the successful tenderer shall be converted and adjusted against the Security Deposit.
- ix) The security deposit shall not carry any interest.

NOTE:

Acceptance of Security Deposit against Sl. No. (iv) and (vi) above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.

- 11.0 Security deposit shall not be refunded to the contractor except in accordance with the terms of the contract.
- 11.1 The successful Bidder shall not commence work under the contract before remitting the Security Deposit.
- 11.2 Failure to deposit the security amount within the stipulated time may lead to forfeiture of EMD and cancellation of award of the work as BHEL may deem fit.

- 12.0 In case, the contractor desires to furnish full security deposit, as may be indicated in the Letter Of Intent, he may do so in any of the forms as mentioned in above EMD clause. However, the deposits should cover up to the period of warranty also. However , if S.D. is furnished in the form of Bank Guarantee, it should be valid for at least a period covering the scheduled duration of the job plus six months.
- 13.0 BHEL reserves the right of forfeiture of security deposit in addition to other claims and penalties in the event of the contractor's failure to fulfill any of the contractual obligations including statutory or in the event of termination of contract as per terms and conditions of contract.
- 14.0 Return of Security Deposit
If the contractor duly performs and completes the contract in all respects to the entire satisfaction of BHEL and presents an absolute " No Demand Certificate " in the prescribed form and return properties belonging to BHEL handed over, lent or hired by him for carrying out the said works, the security deposit will be released to the contractor after deducting all costs or expenses or other amounts that are to be paid to BHEL under this or other contracts entered into with the contractor, only after the satisfactory completion.
- 15.0 In no case Security Deposit can be released before settling all claims under this contract.
- 16.0 BHEL reserves the right to forfeit the Earnest Money deposit in case the successful bidder :
- a) fails to supply Chauffeur Driven vehicles.
 - b) after opening of tender revokes his tender within the stipulated period or alters his earlier quoted rates, terms and conditions.
 - c) fails to communicate unqualified acceptance to the Letter of Intent within 15 (fifteen) days from the date of issue of Letter of Intent.
 - d) fails to submit Security Deposit.

17.0 AUTHORISATION AND ATTESTATION:

Tenders shall be signed by persons duly authorised/empowered to do so. Certified Copies of such authority and relevant documents shall be submitted along with tenders.

18.0 VALIDITY OF OFFER:

The rates quoted in the Tenders shall be kept open for acceptance for a minimum period of 90 (ninety) days from the date of opening of Tenders. If a Bidder withdraws or revokes his tender or revises the rates quoted or conditions for any item within the aforesaid period, his Earnest Money Deposit is liable to be forfeited. In case Bharat Heavy Electricals Limited calls for negotiations, such negotiation shall not amount to cancellation or withdrawal of the original offer which shall be binding on the bidders. The quoted price shall remain firm for the total period of the contract. No escalation will be allowed so far the rate is concerned.

Tenders must be submitted in (03) parts:

- a) Techno -Commercial Bid
- (b) Price Bid &
- (c) EMD (by Demand Draft/Pay Order)

All other documents shall be enclosed with Techno-Commercial bid only. The tenderers who will be qualified in Techno-Commercial bid the Price bid of them shall be opened on the notified day.

19.0 EXECUTION OF CONTRACT:

The responsibility of successful Bidder under this contract commences from the date as specified in the Letter of Intent by BHEL.

20.0 REJECTION OF TENDER AND OTHER CONDITION:

- 20.1 The right of acceptance of tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves thereof rights for the following without assigning any reason whatsoever:
- a) to reject any or all of the tenders.
 - b) to split up the work among two or more tenderers.
 - c) to award the work in part.
- 20.2 If the tenderer expires after his submission of the tender or after the acceptance of his tender, BHEL may at their own discretion, cancel such tender. If a partner of a firm expires after the submission of the tender or after the acceptance of tender, BHEL may cancel such tender at their discretion unless the firm retains its character.
- 20.3 If the tenderer deliberately gives wrong information in his Tender, BHEL reserves the right to reject such Tender at any stage or to cancel the contract, if awarded and forfeit the EMD/Security Deposit.
- 20.4 Should a tenderer or contractor or in the case of a firm or Company one or more of its partners /Shareholders/ Directors have a relations employed in the capacity of an Officer in BHEL, the authority in BHEL inviting the Tender shall be informed of the fact along with name of the Officer, failing which BHEL may at its sole discretion reject the Tender or cancel the contract and may forfeit the EMD/SD.
- 20.5 The successful Bidder should not sub-contract the part or complete the work detailed in this tender specification undertaken by him without written permission of BHEL. The Bidder is solely responsible to BHEL for the work awarded to him. Any deviation in this regard will entail termination of such contract by BHEL at the risk and responsibility of the contractor.

21.0 **QUALIFICATION OF TENDERERS:**

Only tenderers who have previous experience in work of this nature and description detailed in N.I.T. and this tender specification for such work are expected to quote for this work duly detailing their experience along with the offers. Offer from tenderers who do not have proven and established experience in the field are not likely to be considered.

22.0 **PREVIOUS EXPERIENCE:**

A statement giving particulars duly supported by documentary evidence of the various services rendered for each similar work by the Bidder indicating the particulars and value of each work, the work location and the duration and date of completion and also a list of work locations and particulars and value of various services that are under progress.

23.0 **SETTLEMENT OF DISPUTE AND ARBITRATION:**

Except as otherwise specifically provided in the Contract all disputes concerning questions of fact arising under the contract shall be decided by BHEL subject to a written appeal by the Contractor to BHEL, whose decision shall be final to the parties hereto.

Any disputes or differences including those considered as such by only of the parties arising out of or in connection with the Contract shall be to the extent possible settled amicably between the parties.

If any dispute or differences of any kind whatsoever shall arise between BHEL and the contractor, arising out of the contract for the performance of the work whether during the progress of termination, abandonment or breach of the contract, it shall in the first place be referred to and settled by **Dy. Manager, HR Department, Kolkata** who within a reasonable period after being requested shall give written notice of his decision to the contractor. Save as hereinafter provided, such decision in respect of every matter so referred shall forthwith be given effect to by the contractor who shall proceed with the work with all due diligence, whether he or BHEL required arbitration as hereinafter provided or not.

If any decision has been given in the form of written notice by the **Dy. Manager, HR Department** then the parties have to claim for arbitration within 30 days from the receipt of such notice, otherwise the said decision shall become final and binding on the parties. In the event the contractor being dissatisfied with any such decision or if amicable settlement cannot be reached then all such disputed issues shall be referred to the sole arbitration of the person appointed by the *General Manager of BHEL*.

The parties to the contract understand and agrees that there will be no objection to any such appointment that the arbitrator so appointed is a *Government Servant* or in the employment of BHEL, that he had to deal with the matters to which the contract relates and that in the course of his duties or any of the matter in dispute or difference as a *Government servant* or as an employee of BHEL, he had expressed views in all or any of the matter in dispute or difference. The award of the arbitrator shall be final and binding on the parties to this contract.

In the event of arbitrator dying, neglecting or refusing or resigning or transferred or being unable to act for any reason or his award being set aside by the court for any reason, it shall be lawful for the *GM* or his successor, as the case may be, either to act himself as the arbitrator or to appoint another arbitrator in place of outgoing arbitrator in the matter aforesaid.

The arbitrator may from time to time with the consent of both the parties to the contract enlarge the time for making the award.

Work under the contract shall continue during arbitration proceeding unless BHEL orders the suspension or termination thereof or any part of the work or any portion of the work.

Subject arbitration as aforesaid, shall be conducted in accordance with the provision of Indian Arbitration Act, 1940 or any statutory modification or reenactments thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under the clause. The venue of the arbitration, if any, shall be Kolkata.

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SECTION-II

GENERAL TERMS AND CONDITIONS OF THE CONTRACT

1.0 DEFINITION:

- 1.1 The following terms and expressions shall have the meaning hereby assigned to them except where the context otherwise requires.
- 1.2 BHEL (or B.H.E.L) shall mean Bharat Heavy Electricals Limited, a company registered under Indian Companies' Act, 1956 having its registered office at BHEL HOUSE, Siri Fort, New Delhi-110 049 and its Regional Head Quarter at Power Sector : Eastern Region, Plot No. 9/1,DJ-Block BHEL BHAVAN, Sector-II, Salt lake, Kolkata-700091.
- 1.3 MANAGER shall mean the Officer in administrative charge of BHEL, Power Sector Eastern Region at Power Sector Eastern Region, Plot No. 9/1,DJ-Block BHEL BHAVAN, Sector-II, Salt lake, Kolkata-700091.
- 1.4 "CONTRACTOR" shall mean the individual firm or Company who enters into this contract with BHEL and shall include their executors, administrators, successors and assigns.
- 1.5 "LETTER OF INTENT" shall mean the intimation letter to the Bidder that his offer has been accepted in accordance with the provisions contained in the said letter. The responsibility of the contractor commences from the date of issue of this letter and the terms and conditions of the contract are applicable from that date.
- 1.6 "MONTH" shall mean English Calendar month.

2.0 **ISSUE OF NOTICE:**

The contractor shall furnish to BHEL, the name, designation and address of his authorised agent and all complaints notices, communications and reference shall be deemed to have been duly given to the contractor if delivered to the contractor or his authorised agent or left at or posted to the address either of the contractor or his representative/authorised agent and shall be deemed to have been so given, in the case of posting on the day on which they would have reached such address in the ordinary course of post or on which they were so delivered or left.

3.0 **COMMENCEMENT OF WORK:**

3.1 The contractor shall commence the work within the time indicated in the Letter of Intent from BHEL and shall proceed with the same with due expedition without any delay.

3.2 If the successful tenderer fails to start the work within the stipulated time, BHEL at its sole discretion will have the right to cancel the contract. His earnest money and/or Security Deposit with BHEL will stand forfeited without any further reference to him without prejudice to any and all of BHEL's other rights and remedies in this regard.

4.0 **MODE OF PAYMENT:**

All payment due to the contractor after deduction of Income Tax at source as applicable and as prescribed under Income Tax Act/Rules from time to time shall be paid by Account Payee Cheques only after submission of bills together with the bill voucher against the vehicles supplied by the contractor under this contract, duly verified by BHEL's authorised representative/office/department (within fortnight from the date of receipt of such bills)

5.0 **RIGHTS OF BHEL:**

BHEL reserves the following rights in respect of this contract without entitling the contractor for any compensation:

- 5.1 To terminate the contract any time by giving one month's notice without assigning any reasons thereof.
- 5.2 To recover any money due from the contractor on any account due to the contractor, under this contract or any other contract or from Security Deposit.
- 5.3 To effect recovery of any amount due from the contractor under this or any other contract etc. or in any other form, the sum of money BHEL is forced to pay anybody due to contractor's failure to fulfill any of his obligations.

In the event of any dispute of any nature, the decision of BHEL shall be final and binding on the contractor.

6.0 RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF LOCAL LAWS EMPLOYMENT OF DRIVERS ETC.

- 6.1 The contractor shall comply with all state and central laws/ statutory rules, regulations etc. as applicable:-
- 6.2 The contractor shall pay all taxes fees, license charges deposit duties, royalty commissions or other charges which may be levied on account of his operation in executing the contract to the concerned authorities. In case BHEL is forced to pay any of such taxes/charges, BHEL shall have the right to recover the same from the contractor either from his bill or otherwise as deemed fit.
- 6.3 The behaviour of contractor at the place of work shall be polite, should have good temperament. The contractor should be responsible for observance of all regulations by the staff employed by him.
- 6.4 The contractor shall ensure that no damage is caused to any person, property of other parties working at the place of work. If any such damage is caused, it is the responsibility of the contractor to make good the losses or to compensate for the same.

- 6.5 In case the contractor is required to undertake any work outside the scope of this contract, the rates payable shall be those mutually agreed upon.
- 6.6 All safety rules and codes applied by BHEL at the place of work shall be observed by the contractor without exception. The contractor shall be responsible for the safety of the cars/vehicles and work to be performed by him and shall maintain all protection necessary for the purpose.
- 6.7 The contractor shall arrange for safety devices as are necessary for such type of work as per the M.V. Act & rules.
- 6.8 The contractor shall be directly responsible for payment of wages to his workmen/driver(s).
- 7.0 **INSURANCE:**
- 7.1 It is the sole responsibility of the contractor to insure his cars/vehicles/drivers against injury, disability and death while at work and to pay compensation to his driver/(s), if so happens. The contractor shall have to take a Workmen's Compensation Insurance Policy/Cover against claims for injury, disability, disease, death etc., to his staff. The liability shall not be less than the provisions of the Workmen's Compensation Act. As proof, latest copy of Insurance cover to be enclosed with the tender.
- 7.2 If due to negligence and/or non-observance of the safety and other precaution any accident/injury takes place to any other person(s)/public, the contractor shall have to pay necessary compensation and other expenses, if so decided by the BHEL authorities.

7.3 If due to contractor's carelessness, negligence or non-observance of safety precautions damage to BHEL's property and personnel should occur and if BHEL is unable to recover in full cost from the Insurance Company, the balance will, be recovered from the contractor. In the event of loss/theft of BHEL's property while in the custody of the contractor it will be the responsibilities of the contractor to lodge a F.I.R. with the local police authorities and furnish the details of F.I.R. about loss/theft within 48 hours of the occurrence. This is for the purpose of lodging insurance claim. If BHEL is unable to recover in full cost from the Insurance Company, the balance including deductible franchise wherever applicable will be recovered from the contractor.

8.0 **LAW GOVERNING THE CONTRACT AND COURT JURISDICTION:**

8.1 The contract shall be governed by the law for the time being in force in the Republic of India. The Civil Court, having ordinary original civil jurisdiction in Kolkata/24 Parganas shall alone have exclusive jurisdiction in regard to all claims in respect of this contract.

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SECTION -III
SCOPE, SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

Following are the scope, special terms and conditions of the contract.

- 1.0 The contractor shall be required to provide on monthly hire basis, chauffeur-driven Diesel Ambassador car (s) (Non A/C), Tata Indica (AC), Maruti Esteem. All vehicles must be of **2005 Make onwards having Commercial Registration, immaculate and in good running condition. The vehicles as above will be required for all days of the month including the days of any sort of strike called since BHEL comes under the purview of Essential Service. A certificate to this effect will be issued by BHEL to the contractor.** In case breakdown of vehicles any point of time during the contractual period replacement of same is to be made immediately within two hours by the bidder without fail. In case of additional requirement for any number of Chauffer Driven Commercial Vehicle at any point of time, the bidder has also to meet such requirement within two hours on receipt of telephone calls from the officer in-charge authorized for this job. The additional requirement of vehicles should also not be older than 2005 Make onwards.
- 2.0 **For Non-A.C Diesel Ambassador car hired on fixed monthly rental basis, reimbursement of fuel will be made at the prevailing cost of diesel @12 k.m./litre and for Tata Indica A.C. & Maruti Esteem A.C. hired on fixed monthly rental basis, reimbursement of fuel will be made at the prevailing cost of fuel @10 k.m./litre.**
- 3.0 The cars on monthly hiring basis will be required for continuous 10 hours duty per day i.e. from 9.00 A.M. to 7.30 P.M. (lunch break 30 minutes). For duty performed beyond 10 hours per day O.T. will be paid @ Rs.15/- (Fifteen) per hour only for both A/C and non A/C vehicle. The reporting time shall be strictly as per the specific requirement of BHEL.
- 4.0 Additional chauffeur-driven commercial Non-/AC Diesel Ambassador Car, Tata Indica A/C., Maruti Esteem A.C. are to be supplied by the contractor as and when required on similar terms and conditions.

- 5.0 The bidder must have his own office with telephone, e-mail, fax and mobile facilities so that he can be contacted as and when required.
- 6.0 Chauffeur provided for such car (s) shall maintain our logbook for recording relevant journey details and must be holding professional valid driving license for commercial cars with sufficient experience, minor repair of cars and attend to break downs and have adequate knowledge of reading, writing and speaking English/Hindi. The chauffers should be well conversant with the roads and streets of Kolkata and other surrounding areas. He must have experience in driving on highways. Required tool box must be provided with each car by the bidder.
- 7.0 The Chauffers must not be under influence of alcohol or any other intoxicant while on duty. They should be provided with relevant registration certificates, pollution certificate and other relevant documents of the car while on duty. **Also for better communication all chauffers must be provided with a Mobile Phone with mobile connection by the contractor at his own cost.**
- 8.0 All Chauffeur should be provided proper uniform by the contractor at his own cost. The uniform will consist of minimum two sets of Safar Suit, shoes and cap per year.
- 9.0 Car parking fees/Toll Tax for official duties will be paid by the vehicle driver and bill to BHEL by the contractor with monthly bill for reimbursement enclosing the valid parking slips/vouchers duly certified by concerned authority.
- 10.0 Total car maintenance of any nature, repair charges and other expenses towards consumables like mobil/coolant/gear oil etc. in respect of the cars are to be fully borne by the contractor at his own cost. Expenditure in connection with the replacement of the spare parts, accessories, fittings, tyres, tubes, upholstery etc. and other items of the car (s) are to be exclusively borne by the contractor at his own cost. No claim for this purpose will be made by BHEL under any circumstances.

- 11.0 If the contractor fails to maintain and repair the cars properly including replacement of various fittings, fixtures spare parts, accessories, tyres upholstery etc. BHEL reserves the right to get the car (s) maintained and repaired at the risk and cost of the contractor and the cost incurred thereto along with 30% overhead charges will be deducted from the bills. 01 (one) no. spare tyre (stepney) in good running condition should be kept with vehicle at all times.
- 12.0 In case of failure to supply any car (s)/vehicle/s on any day, or withdrawal of car/ vehicle due to breakdown or any other reasons, deduction on pro-rata basis will be made from the monthly bills of the contractor. Besides, in case of failure to supply replacement car (s) from any other source within the time stipulated as per clause 1.0 above, additional 30% of the contract rate per day shall be imposed as penalty and will be recovered from the monthly bill/(s) of the contractor.
- 13.0 All legal, statutory and financial requirements and liabilities whatsoever in connection with the VEHICLE(s) to be supplied to BHEL during the currency of the contract are to be complied with by the contractor. All payments relating to Chauffer Registration, Permit, Road-Tax Comprehensive Insurance etc. and other related expenditure are to be borne by the contractor himself and BHEL in any way shall not be responsible for same. The contractor shall comply with the provisions of the Motor Vehicles Act and other relevant laws as may be applicable from time to time in respect of his contract with BHEL.
- 14.0 In case of any accident involving the car (s) supplied to BHEL, all liabilities whatsoever on account of any loss or damage to any person or property incur, the same shall be borne solely by the contractor himself and BHEL in no circumstance shall be held responsible for same.
- 15.0 The car (s) will be required to be properly maintained and serviced at regular intervals i.e. every month by the contractor at his own cost.
- 16.0 The car (s) will be required to ply within Kolkata, North & South 24 Pgs., Howrah, Hooghly and all over West Bengal as and when required.

17.0 DURATION OF CONTRACT:

17.1 The duration of this contract will be for a period of 02 (two) years with effect from the date of its commencement. The contract may be extended further at the same rates terms and conditions depending upon the requirement of BHEL and on mutual consent.

17.2 Extension of contract cannot be claimed as a matter of right by the contractor and the decision of BHEL shall be final and binding on the contractor in this regard.

18.0 TERMINATION OF CONTRACT:

The contract may be terminated by BHEL after giving one month's notice to the contractor.

18.1 The contractor shall maintain sufficient funds with the chauffeurs to meet any emergency requirement on account of fuel, parking fees, emergency repair/maintenance etc..

19.0 The following accessories/safety devices are to be installed/provided compulsorily in the car taken on hire, both monthly and on casual basis as per the prevailing rules in this regard. The same shall always be made available with the vehicle by the contractor:

- a) Seat belts
- b) First Aid Box - The First Aid Box should contain :
 - i) Band Aid, Pain Killer Tablets, Bandage, Mercuro chrome, Detol, Cotton, Neosporine ointment etc.
- c) A small fire extinguisher (in working condition)
- d) One no. Stepney in the vehicle.
- e) Necessary Tool kit.
- d) Torch with 03 Cells.

- 20.0 Mileage Meter (KM Indicator Meter) reading should be in properly working condition/sealed. If KM Indicator of any car is found tampered at any point of time, BHEL reserves the right to reject the party without any notice.
- 21.0 BHEL shall allow reimbursement of 10 km. or actual distance traveled, whichever is less in each way for reporting to duty from garage and place of release to duty to garage.
- 22.0 The bidder shall quote their rates in respect of chauffeur-driven Non A/C Ambassador, Maruti Esteem A.C., Tata Indica A.C vehicles as per format in Annexure-IV.
- 23.0 The bidder may be required to make his VEHICLES (s) available at this office for inspection by BHEL for the purpose of assessing its suitability vis-à-vis the special terms and condition Annexure-III.
- 24.0 BHEL will carry periodic checks on the vehicle and the contractor shall be given reasonable time to rectify the defects, if any, found during the such checks. The check details shall be recorded in a separate paper for necessary action by the contractor.
- 25.0 The contractor should maintain proper records of his employees attendance and payment made to them and such records should be made available to BHEL for scrutiny as and when required. The contractor shall be responsible for all sorts of statutory payments to the staff employed by him.
- 26.0 The successful bidder should furnish the Comprehensive Insurance Policy including third party liability. He shall also get it renewed periodically. A copy of such Comprehensive Insurance Policy must be submitted regularly to BHEL for record.

- 27.0 The successful bidder may be allowed 02 (two) days off per month for routine maintenance of the car. The exact date for monthly off for routine maintenance will be decided in consultation with the concerned departmental in-charge responsible for the vehicle administration from BHEL side. If the vehicle has to perform duty on monthly off day, additional payment will be made on pro-rata basis.
- 28.0. The rate to be quoted shall be excluding fuel (diesel/petrol) for all types of vehicle and all other expenditure for smooth, comfortable and trouble free operation of the cars. However, for daily requirement of fuel (diesel), the bidder shall arrange necessary filling of fuel (diesel), for the car(s). BHEL will reimburse the cost of fuel (diesel) at the prevailing market rate upon submission of monthly bills by the contractor. To work out the quantity of fuel (diesel) to be so reimbursed by BHEL, the distance traveled per month by a car (as recorded in the Car Logbook, duly counter signed by BHEL OFFICIAL at the time of reporting and billing) .
- 29.0 BHEL reserves the right to reduce/increase the number of car(s) to be hired on regular monthly basis and/or to split the contract between two or more bidders while awarding the contract. Decision of BHEL will be final in this regard.
- 30.0 The quoted rates shall remain firm throughout the contract period. No Compensation/ escalation shall be payable by BHEL during the period.
- 32.0 **The bidder must comply with the following requirements to be provided in the car:**
- | | | | |
|----|----------------------------------|---|----------------------|
| a) | Tool Kit |] | |
| b) | Stepney |] | |
| c) | Fire Extinguisher |] | As in Clause no.19.0 |
| d) | Torch with 03 cells |] | |
| e) | First Aid Box |] | |
| f) | Mobile phone set with connection | - | As in clause no. 7.0 |
| g) | Uniform of driver | - | As in clause no. 8.0 |

SUBJECT:

TENDER NO:
DATE :

ANNEXURE-IV

RATE SCHEDULE

Bidder shall quote their rates only as per the following schedule which shall remain firm for a period of at least 02 (Two) years from the date of commencement of contract.

Sl. No.	Description	Quoted Rates	
		A/C	Non A/C
01.	Providing chauffeur driven Non A.C. Diesel Ambassador Commercial car without fuel (Diesel) for normal duty period of ten hours/day (counted from the time of reporting of duty at the designated place/point till the time of release from duty) on monthly basis. (No escalation)	x	
02.	Providing chauffeur driven Maruti Esteem A.C. car without fuel for normal duty period of ten hours/day (counted from the time of reporting of duty at the designated place/point till the time of release from duty) on monthly basis. (No escalation)		x
03.	Providing chauffeur driven TATA INDICA A.C car without fuel for normal duty period of ten hours/day (counted from the time of reporting of duty at the designated place/point till the time of release from duty) on monthly basis. (No escalation)		x

Signature of Tenderer

Date:

Name of the Person Signing
Designation

Seal

Only person holding Power of Attorney/Delegation of Power alone should sign here.

L.S. Price to be quoted for the full scope of work.

"NO DEVIATION CERTIFICATE"

Ref: _____

Date: _____

To

M/s. Bharat Heavy Electricals Limited
Power Sector : Eastern Region,
Plot No.9/1, DJ Block, BHEL BHAVAN,
Salt Lake, Sector-II,
Kolkata-700 091.

Dear Sirs,

Sub: Tender Enquiry for Chauffeur Driven Commercial Vehicles for BHEL-PSER
OFFICE at Kolkata.

With reference to your Tender Enquiry No. PSER:HR:GAX:VEH:08 dated 29-03-2008 this is to confirm that we have not taken any deviation from any of the Tender clauses and have quoted as required under Tender. We hereby convey our unqualified acceptance to the terms and conditions as stipulated in the Tender.

In the event of discovery of any deviation in our offer at a later date, the same shall stand null and void.

Thanking you,

Yours faithfully,