

**Bharat Heavy Electricals Limited**

Electronics Division

Mysore Road, Bangalore – 560 026

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**NOTICE INVITING TENDER****Part – 1 Techno-Commercial Bid (Page no. 1 to 24)**

1. Tender reference	BHEL/EDN/516/CS-03/2020 Dt. 05.03.2020
2. Name of the Work	Chauffeur service for BHEL Company/Leased vehicles on Job Contract basis
3. Duration of Contract	Two years
4. Estimated cost	Rs.31.88 Lakhs (Excluding GST)
5. Earnest Money Deposit (EMD).	Rs.75,670/= (Rs Seventy Five Thousand Six Hundred and Seventy Only).
6. Last date and time for the receipt of completed tender	Before 13.00 Hours on 27.03.2020
7. Date and time for tender opening	At 13.30 Hours on 27.03.2020
8. Place of submission of completed Tender	To be dropped in the C and PR TENDER BOX (Box No 10) kept in the Reception Area at BHEL, Electronics Division, Mysore Road, Bangalore – 560 026

This tender document contains ...24... Pages which includes General Instructions to the bidders, Scope of work and Terms & Conditions, Essential criteria for evaluation of techno-commercial bids, Price bid etc. as follows.

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1

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# **Bharat Heavy Electricals Limited**

Electronics Division

Mysore Road, Bangalore – 560 026

## **INDEX**

Section	Description	Page No
I	General Instructions to the bidders	3-6
II	Scope of work and Terms & conditions	6-7
III	Minimum qualification requirements of the contractor	7-8
IV	Evaluation criteria for Price bid	8
V	Contractual & legal obligations of the contractor – A) Contractual, B) Statutory liability	9-11
VI	General terms & Conditions	12-13
VII	Measurement of the Job & Payments thereof	13-15
VIII	Duration of the contract	15
IX	Arbitration & Conciliation.	15-17
X	Indemnity Bond	17
XI	Earnest Money Deposit (EMD)	17-18
XII	Security Deposit	18-19
	Annexure-1, Essential Criteria for Evaluation of Technical bids.	20-21
	Acceptance of terms & Conditions by the contractor	22
	Proforma of “Indemnity Bond”	23-24
	Part-2 (Price bid)	25

Note: The tenderer shall return the duly filled in Tender Documents after  
Affixing signature on all pages.

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2

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## **Bharat Heavy Electricals Limited**

Electronics Division

Mysore Road, Bangalore – 560 026

**Name of the work:** Chauffeur service for BHEL Company/ Leased vehicles on Job Contract basis.

### **I. GENERAL INSTRUCTIONS FOR THE BIDDERS:**

1. BHEL – Electronics Division, Mysore road, Bangalore – 560 026, is in the process of finalizing the Job Contract for Chauffeur service for Company/leased vehicles.
2. The bidders are required to go through instructions carefully and complete all the formalities as required. In the event of furnishing false information/incomplete information, the offer(s) shall be rejected. In case bidders require any clarification, they may contact Transport dept of BHEL-EDN before submitting their bids.
3. **The bidders are required to submit the offer only in two separate parts (i) Techno-commercial Bid (Part-1) and (ii) Price Bid (Part-2). Each bid is to be kept in separate envelope, which should be properly sealed. Tender ref: and date of opening, bidders address shall be written on the envelopes.**

**Both envelopes have to be put together in large envelope and sealed. Tender ref: and date of opening, bidders address shall be written on the envelope.**

4. Information in respect of Techno-commercial bid and Price Bid are to be submitted in the prescribed Proforma as per Annexure-1 and Part-2 (Price Bid) respectively.
5. Bidders shall fill in all the required particulars in the blank spaces provided for this purpose in the tender document and also sign each and every page of the tender document before submitting the tender. All the entries in the Techno-commercial bid & Price bid should be clearly written in ink or typed and corrections if any are to be duly authenticated by the bidder.
  - a) If there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of BHEL there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
  - b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the

CONTRACTOR

3

ISSUING OFFICER



**Bharat Heavy Electricals Limited**  
Electronics Division  
Mysore Road, Bangalore – 560 026

subtotals shall prevail and the total shall be corrected; and

- c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
- d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of BHEL, the bid is liable to be ignored.

**6. Techno-commercial bid should accompany receipt of Earnest Money Deposit (EMD) made to BHEL along with other relevant supporting documents.**

A sum of **Rs.75,670/= (Rs Seventy Five Thousand Six Hundred and Seventy Only).** shall be deposited as Earnest Money Deposit with BHEL through online payment and the receipt of payment made has to be submitted with Techno-commercial Bid (Part-1).

The link to make EMD payment is given below.

<https://www.onlinesbi.com/prelogging/icollecthome.htm?corpID=5083>

Onlinesbi.com-> State Bank Collect -> Karnataka -> Industry -> Bharat Heavy Electricals Ltd. -> Others

Further to select payment nature and proceed as per the screen message.

**7. The bidders are required to submit / drop duly filled in tender document before 13.00 Hours on 27.03.2020 in the C and PR tender box (Box No.10) kept in Reception Area of BHEL – Electronics Division, Mysore road, Bangalore – 560 026.**

- 8. The techno-commercial bid shall be **opened on 27.03.2020 at 13.30** Hours at Reception area of BHEL – Electronics Division, Mysore road, Bangalore – 560 026 in the presence bidders who choose to be present.
- 9. The bidders or their representatives may attend the tender opening on the above mentioned date, time & place. No separate intimation will be given to the bidders for techno-commercial bid opening.
- 10. The sealed Price Bids of only those offers which are technically acceptable shall be opened later. The bidders qualifying in techno-commercial bid will be intimated separately for participating in Price Bid opening.

CONTRACTOR

4

ISSUING OFFICER



## **Bharat Heavy Electricals Limited**

Electronics Division

**Mysore Road, Bangalore – 560 026**

11. Tenders should remain valid for acceptance for a minimum period of ninety (90) days from the date of technical bid opening.

### **12. Goods & Services Tax (GST):**

- a. BHEL EDN GSTIN is 29AAACB4146P1ZB. All invoices to contain BHEL GSTIN No.
- b. The bidder shall mention his GSTIN number in all quotations and invoices submitted.
- c. The bidder shall also mention HSN (Harmonized System of Nomenclature) / SAC (Services Accounting Code) mandatorily in all quotations and invoices submitted.
- d. Invoice submitted should be in the format as specified under GST Laws viz. all details as mentioned in Invoice Rules like GSTN registration number, invoice number, quantity, rate, value, taxes with nomenclature – CGST, SGST, UGST, IGST mentioned separately, HSN Code / SAC Code etc. Invoice should be submitted in original for buyer plus duplicate copy.
- e. Payment of GST to contractor will be made only if it is matching with details uploaded by the contractor in GST Return.
- f. Contractor to give undertaking that GST return will be filed within the time limit prescribed.
- g. For invoices paid on Reverse Charge basis – “Tax payable on reverse charge basis” to be mentioned on the invoice.
- h. In case GST credit is delayed/denied to BHEL due to non/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 will be recoverable from vendor along with interest levied/levyable on BHEL.
- i. In case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law will be recoverable from vendor/contractor along with interest levied/leviable on BHEL.
- j. The changes in GST rates due to statutory amendment of GST ACT during the course of the contract will be paid as applicable.

13. *The Bidder along with its associate/collaborators/sub-contractors/sub-vendors/consultants/service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.*

*13.1 Fraud Prevention policy and list of Nodal Officers shall be hosted on BHEL website,*

CONTRACTOR

5

ISSUING OFFICER



## Bharat Heavy Electricals Limited

Electronics Division

Mysore Road, Bangalore – 560 026

vendor portals of Units/Regions intranet.

### 14. Reverse Auction (RA):

“BHEL reserve the right to go for Reverse Auction (RA) (Guidelines as available on [www.bhel.com](http://www.bhel.com)) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

Those bidders who have given their acceptance to participate in Reverse Auction will have to necessary submit ‘Process compliance form’ (to the designated service provider) as well as ‘Online sealed bid’ in the Reverse Auction. Non-submission of ‘Process compliance form’ or ‘Online sealed bid’ by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on [www.bhel.com](http://www.bhel.com)).

The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.

If it is found that L1 bidder has quoted higher in online sealed bid in comparison to the envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again default on this count in any subsequent tender in the unit, it will be consider as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealing with suppliers/ contractors (as available on [www.bhel.com](http://www.bhel.com)).

As a reminder to the bidders, system will flash following message (in RED color) during the course of ‘online sealed bid’:

*“Bidders to submit online sealed bid less than or equal to their envelope sealed bid already submitted to BHEL”*

### II. SCOPE OF WORK AND TERMS & CONDITIONS:

#### **Chauffeur service for BHEL Company / Leased Vehicles (Specification of the job to be awarded):**

1. The contractor shall ensure that chauffeurs engaged by him have valid driving licenses to run the following BHEL owned / leased vehicles.
  - a) MARUTI CIAZ/TATA Indigo car
  - b) Material Handling Equipment (Forklift/Pallet Truck)
  - c) Any other Company/Leased/Hired vehicle

CONTRACTOR

6

ISSUING OFFICER



## **Bharat Heavy Electricals Limited**

Electronics Division

Mysore Road, Bangalore – 560 026

2. The normal operation of vehicles (Two vehicles / Forklift – subject to change if needed) is for 8 hours x 2 times per day, any time between 6.00 AM and 10.00 PM (subject to change) on all working days of BHEL. However, if required, the contractor shall ensure that the chauffeur engaged by him continue beyond normal duty hours for which charges applicable beyond normal duty (rate/extra hour) hours would be paid.
3. During holidays and Sundays, if chauffeur service is required, prior information would be given to the Contractor or chauffeur engaged by him and on receiving such information it shall be ensured that chauffeur service is provided on such days for which additional charges would be paid. The additional charges per day for holidays and Sundays would be arrived at by dividing monthly rate per vehicle by 26.
4. The contractor is informed that chauffeur engaged by him have to do duty for outstation trips with short notice also and separate all inclusive bata will be paid for the same.
5. The vehicles will be available at the designated parking place of BHEL Transport dept. The contractor shall ensure that chauffeur engaged by him run the vehicles as per the instructions as and when issued by BHEL Transport dept. The vehicles should be used only for the intended purpose as instructed by Transport department of BHEL and shall not be misused.
6. The contractor shall instruct chauffeurs engaged by him that whenever the vehicles are used in the factory premises, the speed limit of 10/15 KM/hr should be strictly followed.
7. The contractor shall ensure that chauffeur engaged by him take utmost care of the vehicle, and shall maintain the vehicles in proper condition by cleaning, checking of tyre pressure, fuel level, engine oil level, radiator coolant, brake fluid, head lights, indicators, horn, reverse horn, battery etc., on regular basis.
8. The contractor shall ensure that the chauffeur engaged by him shall handle the vehicles including the accessories installed in it like stereo, spare wheel etc., responsibly throughout the contract period.
9. The contractor shall ensure that chauffeur engaged by him follow all the traffic rules and comply with the provisions of Motor vehicle Act, 1988. Any penalty for traffic violation imposed by the traffic police will be to the Contractor's account and BHEL will not reimburse the same under any circumstances.
10. The contractor shall ensure that chauffeur engaged by him attends the duty in neat and tidy uniform and shoes. He should be instructed to follow all safety norms like wearing seat belt, etc., while on duty. The reporting point for chauffeurs engaged by the contractor shall be BHEL-EDN-Transport dept.
11. The contractor or chauffeur engaged by him shall maintain records in trip sheet/log book provided for the vehicle on day to day basis and make available the same for verification by BHEL whenever so required.

### **III. Minimum Qualification Requirements of the Contractor:**

1. The contractors should have a valid registration certificate of Establishment issued under Shops and Commercial Establishment Act-1961 / Co-Operative Societies Act / The

CONTRACTOR

7

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## Bharat Heavy Electricals Limited

Electronics Division

Mysore Road, Bangalore – 560 026

Indian Partnership Act-1932 / The Company's Act. The contractor should have regular Office at Bangalore and have to produce documentary evidence to this effect. The office shall have telephone and E-Mail facilities.

2. The contractor should obtain Labor License within 30 days on award of Contract if applicable.
3. The contractor should obtain their own ESI & PF code numbers within 15 days of award of contract but before the actual commencement of the contracted work.
4. The bidder to provide their GSTIN. (Copy to be enclosed). If not registered under GST, undertaking to be submitted that they will register and furnish copy of certificate if applicable, before submitting the first bill.
5. The average annual financial turnover of the contractor during the last three years ending 31<sup>st</sup> March of the previous financial year should be at least 30% of the estimated value indicated in the NIT.
6. The contractor shall have experience of successfully completed similar works during last 7 years as per the details hereunder. (Similar work means providing chauffeur service / any labor contract). Copy of completion certificate to be enclosed as proof.
  - i) Three similar completed works costing not less than the amount of Rs.6.376 Lakhs or
  - ii) Two similar completed works costing not less than the amount of Rs 7.97 Lakhs or
  - iii) One similar completed works costing not less than Rs.12.752 Lakhs.

#### IV EVALUATION CRITERIA FOR PRICE BID:

Technically qualified bidders will be considered for placement of order on the basis of overall L1 value which is arrived as follows. However BHEL reserves the right to negotiate with the L1 vendor.

- a) Value for running of vehicles/Two years = Monthly rate per vehicle (Sl.No.1(A) in price bid) x 4 x 24
- b) Value for extra hours/Two years = Rate per extra hour (Sl.No.2(A) in price bid) x 100 hours x 24
- c) Sunday/Holiday works = Rate per day (Sl. No.3(A) in price bid) x 8 days x 24 (Rate per day (Sl. No.3(A) in price bid) = monthly rate quoted in Sl. No.1(A) in price bid /26)

Overall value = (a + b + c)

In the course of evaluation, if more than one bidder happens to occupy L1 status, effective L1 will be decided by soliciting discounts from respective L1 bidders.

In case more than one bidder happens to occupy the L1 status even after soliciting discounts, the L1 bidder shall be decided by a toss/draw of lots, in the presence of the respective L1 bidder(s) or their representative(s).

Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.

CONTRACTOR

8

ISSUING OFFICER





## Bharat Heavy Electricals Limited

Electronics Division

Mysore Road, Bangalore – 560 026

### V CONTRACTUAL AND LEGAL OBLIGATIONS OF THE CONTRACTOR:

#### A. CONTRACTUAL:

##### Towards selection, control and supervision of employees:

1. **Contractor shall decide employees to be deployed** for execution of the work awarded to him and he or his authorized representative will solely entitled to instruct such employees about the manner of carrying out the work as per the prescribed specifications in the NIT/Work Order.
2. Contractor **shall supervise the work** allotted to him and to be carried out by his employees.
3. Contractor to ensure that the employee deployed in the premises of BHEL **are physically and mentally fit and do not have any criminal record**. Such employees should **possess requisite skill, proficiency, qualification, experience etc.**
4. Contractor to **maintain appropriate records of his employees** deployed to carry out the job.
5. Contractor should **issue appropriate appointment** letter to his employees.
6. Contractor to **provide Employment card/Identity card** with photograph duly verified and attested by the Contractor to his employees. Contractor to **indicate the name** of the proprietary/partnership firm/Company, **place of work, contract ref:, and duration of validity in the card.**
7. Contractor will be **responsible for the good conduct of his employees**. In case of any misconduct/misbehavior by the employee, the contractor will replace such employee immediately.
8. Contractor will ensure that the **job is executed through his employees** on his rolls and under no circumstances the contractor will deploy any casual employee to carry out the job **nor shall sub-contract the job without prior written permission from BHEL.**
9. Contractor **will keep watch on his employees and will be liable for any pilferage / loss to BHEL** due to acts of omission and commission by his employees. Similarly, liability for any compensation to outsiders on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with him.
10. The contractor shall be **responsible for enforcing all safety regulations as applicable**. The chauffeurs should be provided with mobile phone for communication. The mobile phone facility and charges shall be provided by the contractor.
11. *The contractor shall take notice that chauffeurs engaged under this contract shall be provided with 2 pairs of uniform per annum, 1 pair of shoes covering 2 years period,*

CONTRACTOR

9

ISSUING OFFICER



## Bharat Heavy Electricals Limited

Electronics Division

Mysore Road, Bangalore – 560 026

*2 pairs of socks covering 2 years period, as per BHEL norms & terms, which will be reimbursed by BHEL against proof of issue in line with BHEL instruction in this regard, which will be communicated. Service charge (if any) for this shall not be allowed towards the cost of above items. **This shall be excluded in the unit rates.***

12. In the event of termination of contract for any reason whatsoever, the **contractor shall withdraw his employees** from the establishment of BHEL. In case, contractor decided to terminate services of his employee, **he should settle all terminal dues including retrenchment compensation.**

### **B) Towards Statutory Liability:**

1. The Contractor shall comply with the provisions of all the applicable Central or State laws/Rules in general and in particular to the Factories Act 1948, Child Labour Prohibition Act 1986, Employer's Liability Act 1938, Employees Provident Fund & Miscellaneous Provisions Act 1952, Employees State Insurance Act 1948, Industrial Disputes Act 1947, Minimum Wages Act 1948, Payment of Wages Act 1936, Employee's Compensation Act 1923, Payment of Gratuity Act 1972, the Contract Labour [Regulation & Abolition] Act 1970, Payment of Bonus Act 1965, Income Tax Act 1961, Maternity Benefit Act 1961, Arbitration and Conciliation Act 1996, Goods & Services Tax Act 2017, Karnataka minimum wages Act, Prevention of sexual harassment at workplace Act 2013, Guidelines/notification related to Safai Karamchari Act (as applicable) and other relevant laws/Rules applicable from time to time.
2. The contractor shall also comply with all statutory requirements, applicable Acts/Rules, provisions, regulations, notifications and amendment made there under by concerned authorities from time to time.
3. Contractor shall ensure payment of statutory minimum wages prescribed by the Karnataka state government notified minimum wage along with payment of BHEL Additional amount as indicated below, to his workers deployed in the work from time to time and maintain proper records of their timely disbursement in the prescribed manner. The periodic revision of this wages shall be noted by the contractor from time to time and the payment to his workers shall at no point of time be less than these minimum wages.  
BHEL Additional Amount for Drivers = Rs. 3700 /- per month

BHEL reserves the right to advise the contractor to afford any further welfare facility in future (over & above the wage rates envisaged and also allowances) on reimbursement basis, for the employees of the contractor to defray their essential expenses.

Any periodic change in minimum wages and Statutory compliance as notified by appropriate Govt. during the contract period shall be borne by the contractor. However pursuant to any unforeseen changes in wage structure including changes in basic wages and other components as directed by Govt. directives or BHEL, the contract terms & conditions for wage structure & its impact on the Job/Works contract will be reviewed and suitably compensated by BHEL.

Maintain proper records of timely disbursement of wages.

4. Contractor should obtain their own ESI & PF code numbers within 15 days of award of contract but before the actual commencement of the work under EPF & MP Act, 1952 and ESI Act, 1948 and shall cover his employee under the said codes.

CONTRACTOR

10

ISSUING OFFICER



## **Bharat Heavy Electricals Limited**

**Electronics Division**

**Mysore Road, Bangalore – 560 026**

5. Contractor shall obtain PF Account Number for each of his employees and ensure payment of PF, EDLI, pension dues under EPF & MP Act, 1952 to RPFC.
6. Contractor shall obtain ESI membership number for each of his employees and ensure payment of ESI contribution under ESI Act, 1948.
7. Contractor shall produce proof of deductions as well as remittances of PF, EDLI, Pension, ESI contribution, administrative charges etc., wherever applicable and shall maintain proper records.
8. Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.
9. The contractor shall be solely responsible for nonpayment/delayed payment of wages, contributions under EPF & MP Act, ESI Act etc.
10. In case the contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the security deposit/other dues/running bills under the contract can be utilized by BHEL to discharge the liability of the contractor.
11. The contractor should obtain labor license within 30 days on award of work if applicable.
12. Contractor shall indemnify BHEL against all claims by statutory authorities and laws under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
13. The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
14. Payment of bonus under the payment of Bonus Act will be the sole responsibility of the contractor.
15. Over and above the daily wage rate, payment shall be made for leave with wages.
16. Contractor shall observe provisions of the Karnataka Shops and Commercial Establishment Act, 1961 in respect of working hours, holidays, rest intervals, leave and over time to his employees.
17. Contractor shall be responsible for making payment of wages before expiry of 7 days from the last day of wage period and to ensure disbursement of wages through Bank a/c payment and maintain proper records of payments.
18. If monthly wages of any person (excluding remuneration for overtime work) exceed wages prescribed in subclause (b) of clause (9) of Section 2 of the ESI Act for eligibility (presently INR 21,000/- ) at any time before the beginning of the contribution period, he will not be covered under ESIC and the contractor shall mandatorily obtain Workmen Compensation policy in line with the Workmen Compensation Act, 1923 for contract labour deployed by him who are not covered under ESI Act. A documentary proof for the same shall be submitted to BHEL within 15 days from commencement of work. The contractor shall also enclose a valid documentary proof for having Workmen Compensation policy for contract labour deployed by him who are not covered under ESI Act, along with his monthly bill.

**CONTRACTOR**

**11**

**ISSUING OFFICER**



## Bharat Heavy Electricals Limited

Electronics Division

Mysore Road, Bangalore – 560 026

### VI GENERAL TERMS & CONDITIONS:

1. BHEL shall have the privity of the contract with the contractor only and will give instructions to the contractor or his authorized representative. BHEL will have nothing to do or be concerned with the employment of employees working for the contractor. The relationship between BHEL and the contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or an employer-employee relationship.
2. The contractor shall maintain regular contact with the designated employee(s) of BHEL and will interact on matters relating to the work, if awarded.
3. 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 deficiency/anomaly within three days time failing which, BHEL reserves the right to terminate the contract. In such an event, no compensation will be payable for the contractor.
4. The decision of BHEL regarding interpretation of any of terms and conditions set forth in this agreement shall be final and binding on the contractor.
5. Notwithstanding anything contained in this NIT, the contract may be terminated by BHEL without assigning any reason thereof by giving a notice of 30 days to the contractor.
6. The Contractor shall ensure that the minimum wages (Semi skilled) and other allowances payable to the chauffeurs deployed under the contract shall not be less than the indicative rates given below.

Sl. No.	Description	Rate in Rs.
1	Minimum Wages - Semi skilled chauffeur	Rs. 666.29 (Basic 490.25 + VDA 33.73 + Corp Allowance 142.31) Minimum wages as applicable as of now and variable thereafter as provided below.
2	Transport allowance (TA)	Rs.40/= per day
3	Attendance bonus (AB)	Rs.10/= per day
4	Lunch allowance (LA)	Rs. 60/= per day
5	Washing allowance (WA)	Rs.125/= per month

The prescribed minimum wages of BHEL (Basic + VDA) which is  $\geq$  Government notified minimum wages, as may be notified and applicable from time to time shall be obtained by the Contractor from the concerned officials of BHEL. Further, the Contractor shall ensure timely disbursement of wages as per Payment of Wages Act and shall maintain proper

CONTRACTOR

12

ISSUING OFFICER



**Bharat Heavy Electricals Limited**  
Electronics Division  
Mysore Road, Bangalore – 560 026

records of such disbursements.

The minimum wages of BHEL as above may get revised at an interval of one year. Therefore, the Contractor may please quote the rates taking into account the future changes in rate during the contract period.

The trends of changes of Basic + VDA as per the minimum wages of BHEL during the last 3 years is given below.

Category	Wages per day		
	30.12.2017- 31.03.2018	01.04.2018 31.03.2019	- 01/04/2019 to till date
Light Vehicle Driver	Rs 646.68	Rs. 658.81	Rs.666.29

It is further clarified that any increase in DA made applicable in BHEL should be paid over & above the rates of wages shown above. Therefore the Tenderer shall anticipate the increase in DA and take that into account, for quoting the rate.

Any Periodic changes in minimum wages and statutory compliance as notified by appropriate Government agencies or thereof during the contract period shall be borne by contractor. However, pursuant to any unforeseen changes in wage structure including changes in basic wages and other components as directed by Government directives or BHEL, the contract terms and conditions for wage structure and its impact on the job/works contract will be reviewed and suitably compensated by BHEL.

The monthly rates quoted shall be inclusive of Wages (semi skilled) which are subject to upward changes and applicable statutory payments which may include statutory bonus, ESI & PF contributions. Apart from this Transport allowance, Attendance bonus, Lunch allowance, Washing allowance, mobile charges, soap etc., should also be considered and included in the monthly rates. **The rates quoted shall be excluding GST and firm till the completion of contract period.**

Following documents have to be submitted along with monthly bills.

1. Copies of Salary register, attendance register, OT register,
2. Copy of leave register, acknowledgement for issue of wage slip/ soap/ entry pass
3. ESI challan copy with name list indicating insurance nos. and ESI amount.
4. PF challan copy with name list indicating PF a/c nos. and amount,
5. PF ECR & ESIC contribution etc.

**VII MEASUREMENT OF THE JOB & PAYMENTS THEREOF:**

1. The transport staff of the unit (BHEL) will periodically inspect the services being provided by the contractor and if deficiencies are observed the same will be communicated to the

CONTRACTOR

13

ISSUING OFFICER



**Bharat Heavy Electricals Limited**  
Electronics Division  
Mysore Road, Bangalore – 560 026

contractor and the contractor shall rectify the same immediately to the satisfaction of the designated officer.

2. The method of measuring the job carried out by the contractor is on daily / monthly basis. Payment towards work satisfactorily executed will be made to the contractor at the following rates.

SL. No.	Description	
1	Chauffeur service (8 hours) for Company/leased vehicle	Rate per month
2	Chauffeur service beyond 8 hours (extra hour charges) for Company/leased vehicle. Extra hours will be calculated after a gap of half an hour after 8 hours, and subsequently half an hour gap for every 5 extra hours worked. Extra hour charges are applicable for outstation trips also.	Rate per hour
3	Charges for Outstation trips (inclusive of food, accommodation, halt etc.)	Rate per day

3. Payment will be made monthly (based on work carried out by contractor) after verification of bills within a month from the date of submission of invoice for payment along with ESI & PF paid challan copies. Appropriate amount of TDS and GST TDS would be deducted as per Income Tax Act 1961 and GST act..
4. *Subject to any other clause in this contract to the contrary, any additional allowance / special incentive/ exgratia over and above the prescribed minimum wages, if so directed by the company (BHEL), shall be payable by the contractor along with applicable statutory dues and service charges which will be reimbursed by the Company.*
5. The number of vehicles (Car/Forklift) required to be operated (subject to change if needed) at present are as follows:
- a) Two vehicle – 8 hours operation/day – 2 times (1<sup>st</sup> & 2<sup>nd</sup> shift) and extra hours on need basis as given below.
- In case the operation of vehicle starts before close of 1<sup>st</sup> shift (before 2.0 PM) and continues in 2<sup>nd</sup> shift after 2.00 PM extra hours will be calculated and paid though 2<sup>nd</sup> shift chauffeur would have reported at 2.00 PM.
  - In case 2<sup>nd</sup> shift operation of vehicle extends beyond 10.00 PM extra hours would be calculated and paid.
- b) On Sundays/Holidays 8 hour operation + extra hours on need basis or as per (a) above
6. Number of vehicles (Company/Leased vehicles/Forklift) required to be run may vary (increase/decrease) depending upon the requirement. The contractor shall provide chauffeur services accordingly. The chauffeur service charges per day for additional requirement (Sundays/Holidays) would be arrived at by dividing monthly rate by 26. Same formula would be applied for deductions also, if service is not provided on any day.

CONTRACTOR

14

ISSUING OFFICER



**Bharat Heavy Electricals Limited**  
Electronics Division  
Mysore Road, Bangalore – 560 026

7. Normally one vehicle will be run by a chauffeur. In case if one chauffeur has to run more than one vehicle in a day then it is treated as single vehicle operation and extra hour charges will be paid beyond 8 hours after a gap of half an hour and subsequently half an hour gap for every 5 extra hours worked.
8. In case, if chauffeur service is required beyond 8 hours for company vehicles extra hour charges will be paid for which rate to be quoted in price bid. Extra hour will be calculated after a gap of half an hour after 8 hours and subsequently half an hour gap for every 5 extra hours worked.
9. In case of outstation duty all inclusive bata (inclusive of food, accommodation, halt etc.) per day will be paid for which rate shall be quoted in the price bid. Extra hour charges will be paid for outstation trips also as per Sl. No.2 in the above table. Extra hours would be calculated based on the actual number of hours the vehicle is run.
10. Log sheet to be maintained for the work carried out daily/monthly shall be certified by the contractor's representative and BHEL official.

**VIII DURATION OF THE CONTRACT:**

The contract period is two years from the date of commencement. However the contract period may be extended on mutual consent.

**IX. ARBITRATION & CONCILIATION**

**Conciliation**

1. If at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the Contract/Order, which the Parties are unable to settle mutually, arise inter-se the Parties, the same may be referred by either Party to Conciliation to be conducted through Independent Experts Committee (IEC) to be appointed by competent authority of the Buyer from the BHEL Panel of Conciliators.

**Notes:**

- a. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.
  - b. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.
2. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration & Conciliation Act, 1996 or any statutory modification thereof and as provided in Procedure to these Conditions. The Procedure together with its Formats will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in these Conditions.

CONTRACTOR

15

ISSUING OFFICER



**Bharat Heavy Electricals Limited**  
Electronics Division  
Mysore Road, Bangalore – 560 026

3. The Seller agrees that the Buyer may make any amendments or modifications to the provisions stipulated in the Procedure to these Conditions from time to time and confirms that it shall be bound by such amended or modified provisions of the Procedure with effect from the date as intimated to the Seller by the Buyer.

## **Arbitration**

### With a Sole Arbitrator:

1. Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause 23.1 herein above or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may, commence arbitration in respect of such Dispute by issuance of a notice in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice'). The Notice shall contain the particulars of all claims to be referred to arbitration in sufficient detail and shall also indicate the monetary amount of such claim. The arbitration shall be conducted by a sole arbitrator to be appointed by the Head of the BHEL Unit/Division/Business Group issuing the Contract within 45 days of receipt of the complete Notice in terms of this Clause.
2. The language of arbitration shall be English. The Arbitrator/Arbitral Tribunal shall pass a reasoned award.
3. The cost of arbitration shall initially be borne equally by the Parties subject to the final apportionment of the cost of the arbitration in the award of the Arbitrator(s).
4. Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder as in force from time to time shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be the place from where the contract is Issued.
5. Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations 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.

**IN CASE OF CONTRACT WITH PUBLIC SECTOR ENTERPRISE (PSE) OR A GOVERNMENT DEPARTMENT, THE FOLLOWING SHALL BE APPLICABLE:**

1. In the event of any dispute or difference relating to the interpretation and application of the

CONTRACTOR

16

ISSUING OFFICER





**Bharat Heavy Electricals Limited**  
Electronics Division  
Mysore Road, Bangalore – 560 026

provisions of the commercial Contract between Central Public Sector Enterprises (CPSEs)/Port Trusts inter-se and also between CPSEs and Government Departments/Organisations (excluding disputes concerning railways, Income Tax, Customs and Excise Departments), such dispute or difference shall be taken up by either party for resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in Department of Public Enterprises (DPE) Office Memorandum No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018 as amended from time to time.”

2. . A copy of the extant Department of Public Enterprises (DPE) Office Memorandum No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018 as available on Govt. of India website and the same as amended from time to time shall apply in all such cases.

Signature of the Parties

A contract agreement needs to be executed as per BHEL format on non-judicial stamp paper of Rs 200/- (or as per current rate of stamp duty applicable on the day of agreement) to be purchased by the contractor. It should be signed with seal of the firm / company and witnessed.

**X      INDEMNITY BOND:**

An Indemnity Bond shall be executed by the contractor if the work is awarded to him as per the proforma enclosed with the NIT.

**XI      Earnest Money Deposit (EMD):**

1. A sum of **Rs.75,670/= (Rs Seventy Five Thousand Six Hundred and Seventy Only)** shall be deposited as Earnest Money Deposit with BHEL through online payment and the receipt of payment made has to be submitted with Techno-commercial Bid (Part-1). The Tenders without EMD are liable to be rejected.

The link to make EMD payment is given below.

<https://www.onlinesbi.com/prelogging/collecthome.htm?corpID=5083>

Onlinesbi.com-> State Bank Collect -> Karnataka -> Industry -> Bharat Heavy Electricals Ltd. -> Others

Further to select payment nature and proceed as per the screen message.

2. EMD by the tenderer will be forfeited if;
- i) After opening the tender, the tenderer revokes his tender within the validity period or increases his earlier quoted rates.
  - ii) The tenderer does not commence the work within the period as per LOI/Contract.
3. Earnest Money will be refunded to the unsuccessful tenderers after Award of work to Successful tenderer.

CONTRACTOR

17

ISSUING OFFICER



**Bharat Heavy Electricals Limited**  
Electronics Division  
Mysore Road, Bangalore – 560 026

4. EMD shall not carry any interest.

5. EMD will be adjusted against Security Deposit in case of Successful Tenderer.

6. MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed at **Annexure-C1** where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part – 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazette officer.

**XII SECURITY DEPOSIT:**

- 1) The successful tenderer shall deposit the Security deposit. 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.
- 2) The balance amount to make up Security deposit of 5% of the contract value may be in the following forms

- i) Cash (as permissible under the extant Income Tax Act)
- ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
- iii) Bank Guarantee from scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- iv) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined as defined in the Companies Act. (FDR should be in the name of the Contractor, a/c BHEL)
- v) Securities available from Indian Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)

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

- vi) Security Deposit can also be recovered at the rate of 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security

CONTRACTOR

18

ISSUING OFFICER



**Bharat Heavy Electricals Limited**  
Electronics Division  
Mysore Road, Bangalore – 560 026

Deposit is collected. However in such cases at least 50% of the required Security Deposit, including the EMD, should be deposited before start of the work.

vii) The Security deposit shall not carry any interest.

If the tenderer backs out after submission of the tender or after acceptance of tender or fails to start the work as per contract terms, his EMD/Security Deposit will be forfeited and award of the contract will be cancelled without prejudice to other rights of BHEL to claim damages for the losses BHEL may suffer in such an event.

Alike if the Contractor breaches any of the terms and conditions of this contract notwithstanding other provisions of this contract, the Security deposit will be forfeited and credited to BHEL.

**1.3 REFUND OF SECURITY DEPOSIT:**

The Security deposit will be refunded to the contractor by BHEL after adjusting any sums due to BHEL from the Contractor under this contract or under any other contract with this Division or any other sister divisions of BHEL, upon the fulfillment of the contract and the Contractor furnishing No Demand and No Due Certificate from ESIC, EPFO to the effect that there is no claim or demand in respect of the contract executed is subsisting.

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CONTRACTOR

19

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**Bharat Heavy Electricals Limited**  
Electronics Division  
Mysore Road, Bangalore – 560 026

**Annexure-1**

Name of the work: Chauffeur service for BHEL Company / Leased vehicles on Job Contract basis.

**Essential Criteria for Evaluation of Techno-commercial Bids.**

Sl. No.	Description	Contractor's Acceptance (Yes/No) / Remarks.
1	a) A sum of <b>Rs.75,670/= (Rs Seventy Five Thousand Six Hundred and Seventy Only)</b> to be submitted online and receipt of payment made to be submitted along with Techno-commercial bid (Part-1) b) Acceptance of Security deposit clause	
2	The contractors should have a valid registration certificate of Establishment issued under Shops and Commercial Establishment Act-1961 / Co-Operative Societies Act / The Indian Partnership Act-1932 / The Company's Act. The contractor should have regular office at Bangalore and have to produce documentary evidence to this effect. The office shall have telephone & E-Mail facilities.	
3	Contractor should obtain labour license within 30 days on award of work if applicable.	
4	Whether the contractor have their own ESI & PF code numbers. If yes please indicate ESI & PF code numbers along with certificates.	
5	GSTIN (Copy of the same to be enclosed)	
6	If not registered under GST, undertaking to be submitted that contractor will register and furnish copy of certificate if applicable, before submitting first bill.	
7	Please indicate applicable taxes with %	<b>IGST Or SGST + CGST Or UTGST + CGST</b>
8	SAC code for the service tendered	
9	The average annual financial turnover of the contractor during the last three years ending 31 <sup>st</sup> March of the previous financial year, should be at least 30% of the estimated value indicated in the NIT (Documentary proof to be enclosed)	
10	The contractor shall have experience of successfully completed similar works during the last 7 years as per details hereunder. (Similar work means providing chauffeur service / any labour contract). Copy of completion certificate to be enclosed. a) Three similar completed works costing not less than the amount equal to 40% of estimated value for one year (i.e. Rs. 6.376 lakhs) or b) Two similar completed works costing not less than the amount equal to 50% of estimated value for one year (i.e. Rs. 7.97 Lakhs) or c) One similar completed works costing not less than the amount equal to 80% of estimated value for one year (i.e. Rs. 12.752 Lakhs)	
11	Nature of Firm / Concern (Proprietor/Partnership/Pvt. Limited/Public Ltd.) Note: In case of partnership concern, please enclose photo copies of the partnership deed	
12	Contractor Should have a registered office in Bangalore: Names, address and phone nos. of Partners/Proprietors/Directors	

CONTRACTOR

20

ISSUING OFFICER



**Bharat Heavy Electricals Limited**  
Electronics Division  
Mysore Road, Bangalore – 560 026

13	Name of the Person(s) and designation authorized for signing the contract/dealing with BHEL	
14	Whether bidder is having any relative working in BHEL (if yes, provide name, staff no., designation and department.)	
15	Whether the bidder has quoted rates in the Price bid for all the items.	
16	The payment will be made monthly after verification of bills within a month from the date of submission of invoice for payment with necessary ESI & PF paid challan copies, attendance sheet, wage register etc., shall be submitted along with the bill. Appropriate amount of TDS would be deducted as per IT Act. Applicable taxes to be quoted separately.	
17	The normal operation of vehicles (Two vehicles / Forklift) is for 8 hours x 2 times per day, any time between 6.00 AM and 10.00 PM (subject to change) on all working days of BHEL. During holidays and Sundays, if chauffeur service is required, prior information would be given and on the basis of which chauffeur service has to be provided for which additional charges would be paid. The additional per day charges for holiday and Sundays would be arrived at by dividing monthly rate per vehicle by 26. The same rate is applicable for deduction if service is not provided on any day.	
18	Number of vehicles required to be run may vary depending upon the requirement. The contractor shall provide additional chauffeur services if required. The chauffeur service charges per day for this additional requirement would be arrived at by dividing monthly rate per vehicle by 26.	
19	In case the chauffeur services are required beyond 8 hours / day (for Company/leased vehicles) extra hour charges would be paid. The rate per extra hour shall be quoted in the price bid.	

**All above information should be supported by relevant documents as applicable.**

**20. Declaration:-** I / We \_\_\_\_\_ have gone through the terms and conditions of this tender No. \_\_\_\_\_ and undertake to accept the same in totality and agree to provide chauffeur service if the contract is awarded to us.

Signature with seal

Place:

Date:

CONTRACTOR

21

ISSUING OFFICER



**Bharat Heavy Electricals Limited**  
Electronics Division  
Mysore Road, Bangalore – 560 026

**ACCEPTANCE OF TERMS & CONDITIONS BY THE CONTRACTOR**

1. I / we have understood clearly the areas, scope and nature of works and terms and conditions and shall scrupulously abide by the same.
2. As a registered contractor, I / we have understood clearly of our sole responsibility to faithfully comply with all the, requirements, Labour Laws including the Factories Act/, Minimum Wages Act /, Contract Labour (Regulation & Abolition) Act/, Workmen Compensation Act/, ESI Act/, PF Act/, Payment of Bonus Act/, Sales tax and Taxation Acts and others as applicable from time to time and M/s. BHEL-EDN or its officers shall not in any way be held responsible for any failure or violation on our part.
3. I / we have understood clearly of our sole responsibility to disburse the wages due payable to the personnel engaged by me/us under the contract promptly in due time and rated irrespective of whether M/s. BHEL-EDN has settled our bills or not. It is also clearly understood by us that we should ensure that the wages paid are in no case less than the minimum wages prescribed and in force at the relevant period.
4. I / we agree to maintain all types of registers applicable under the prevailing labour laws and produce them for verification as and when called by the officers of BHEL-EDN/Inspecting authorities.

SIGNATURE OF THE CONTRACTOR

Date:

Name:

Bangalore:

Address:

CONTRACTOR

22

ISSUING OFFICER



**Bharat Heavy Electricals Limited**  
Electronics Division  
Mysore Road, Bangalore – 560 026

**(Proforma of Indemnity Bond)**

**INDEMNITY BOND** (on Rs. 200/= stamp paper)

This deed of Indemnity made on this day of ----- 2016 by M/s .....  
.....(name of the Proprietor/ Company/ Firm) having registration with .....  
.....under.....Act.....and having its registered office at .....  
..... represented by its duly authorised .....(designation)- Sri. .... S/o Sri.  
.....aged .....years and R/o ....., hereinafter referred to as  
“**Indemnifier**” which expression unless repugnant to the context here of shall mean and include its  
successors, assignees and administrators.

**IN FAVOUR OF**

M/s. Bharat Heavy Electricals Limited, a company registered under the companies Act, 1956 and  
having its registered office at BHEL House, Siri Fort, New Delhi – 110049 and its Electronics  
Division at PB No. 2026, Mysore Road, Bangalore – 560 026, hereinafter referred to as “**BHEL**”  
which expression shall unless repugnant to the context hereof shall mean and include its successor,  
assignees and administrator.

**WHEREAS** BHEL has placed work order No.....dated .....on the executants, **for  
Chauffeur service for BHEL Company/Leased vehicles on Job Contract basis** as per  
specifications and terms as contained in the NIT dt: .....

AND WHEREAS the executant has vide his letter of acceptance dt : ....., has accepted the said  
work order.

NOW THEREFORE IN TERMS OF THE ABOVE CONTRACT, THE INDEMNIFIER HERewith  
UNDERTAKES, REPRESENTS AND WARRANTS AS BELOW:

1. That M/s.....(name), as the **Indemnifier** agrees and undertakes to comply with all the  
covenants and conditions of the contract – Work Order No. .... dated ..... issued to us,  
by BHEL and any further terms as may be stipulated by BHEL and further agrees to comply with all  
the requirements of law, statutory rules and tender conditions in the above said contract; such that  
BHEL shall not be put to any probable hardships whatsoever for any reasons.
2. That the **Indemnifier** hereby declares that he will comply with all terms and conditions of the  
contract and ensure prudence and reasonable care to avoid any accident, fire or any such incident  
*en-route*, which is due to the negligence / fault of the chauffeurs engaged by him and further  
undertake to indemnify and hold BHEL harmless with respect to any such mishap i.e accident, fire  
or any such incident *en-route*.
3. That the **Indemnifier** further assures and undertakes herewith that he will attend the formalities with  
traffic police, RTO Authorities as well as Court Proceedings including MV Act claims, in any such  
eventuality whether it is due to the negligence or fault of his chauffeurs engaged /deployed under

CONTRACTOR

23

ISSUING OFFICER



**Bharat Heavy Electricals Limited**  
Electronics Division  
Mysore Road, Bangalore – 560 026

the above contract or for any other reasons.

4. It is further undertaken by the **indemnifier** herewith that BHEL will not be made party to any such event or a dispute or case ensuing therefrom and will bear all or any expenses in this regard. However, if for any reason BHEL is made a party to any such case or proceedings by any third party, the **Indemnifier** will take all steps to defend the cause of BHEL as well and incur necessary expenses in connection therewith.
5. That in pursuance of the above said, the **Indemnifier** hereby covenants with BHEL, that, the Executant will, at all times hereafter, indemnify and keep indemnified BHEL and its officers against all claims, demands, actions, proceedings, losses, damages, costs, charges and expenses which may be brought or commenced against BHEL or in which BHEL may be made a party or in which BHEL may or may have to incur or may have to suffer due to direct or indirect, actions of the **indemnifier** / or his employees in relation to the work awarded or otherwise.
6. That all the documents including NIT, WO etc., cited herein shall be referred along as if it forms part and parcel of this indemnity bond.

In witness whereof, the **indemnifier** through its representative authorized as per .....(mention the particulars of PoA/ BoD resolution/ authority) to sign this indemnity bond has set his hands on this indemnity bond, on the date, month and year first mentioned above in the presence of the following witnesses.

EXECUTANT

[Name with full address,

Tel. No. including Mobile No.]

SEAL

WITNESSES:

1.

2.

Place: Bangalore

Date:

CONTRACTOR

24

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**Bharat Heavy Electricals Limited**  
Electronics Division  
Mysore Road, Bangalore – 560 026

**PART – 2 (PRICE BID) – Page-24**

**Name of the work: Chauffeur service for BHEL Company/Leased vehicles on Job contract basis.**

Sl. No.	Description of work	Rate in Rs. excluding GST (A)	Quantity per month (B)	Amount for 2 years in Rs. excluding GST (A x B x 24)
1	Monthly rate for providing chauffeur service for <b>one</b> Company / Leased vehicle (8 hours operation) as per the scope of work on all working days of BHEL		4	
2	Rate per extra hour Chauffeur service beyond 8 hours for Company / Leased vehicle. Extra hours will be calculated after a gap of half an hour after 8 hours and subsequently half an hour gap for every 5 extra hours. – Rate/hour		100	
3	Charges for providing chauffeur service on Sundays/ Holidays work (8 hours operation) = Monthly rate quoted in Sl. No.1 (A) ÷ 26 -Rate/holiday		8	
4	Charges for outstation trips (inclusive of food, accommodation, halt etc.) – Rate/day		1	
Total				

**Note:**

**1. Rates quoted shall be excluding GST.**

CONTRACTOR

25

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**Bharat Heavy Electricals Limited**  
Electronics Division  
Mysore Road, Bangalore – 560 026

2. No column should be left blank. If any column is left blank the offer is liable to be rejected.

CONTRACTOR

26

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