

ANNEXURE A1

COMMERCIAL TERMS AND CONDITIONS

- 1. Terms of Payment:-** As per clause no. 2.12 of Part-II General Conditions of Contract (GCC).
- 2. Penalty for delay:-**As per clause no. 2.6.6 of Part-II General Conditions of Contract (GCC).
- 3. TAXES AND DUTIES:-**As per clause no. 5 of Part-II General Conditions of Contract (GCC).
- 4. Bonus Clause, PVC and ORC** shall not be applicable for subject tender.
- 5. PQR:-** As per Annexure-F enclosed

**TERMS AND CONDITIONS FOR PROVIDING ALL INDIA TAXI PERMIT CAR WITH DRIVER
& FUEL ON RATE CONTRACT HIRE BASIS FOR DUTY AT OUR BHEL REGIONAL
SERVICE CENTRE CHANDIGARH OFFICE**

PART I -TERMS & CONDITIONS of CONTRACT

1.0 Scope of work

We intend to tie up with one Owner/Travel Agency for PROVIDING ALL INDIA PERMIT/TRICITY PERMIT TAXI Tata Indigo / Swift-Desire or Similar Vehicle (DIESEL MODEL 2015 & upward WITH DRIVER & FUEL ON MONTHLY HIRE BASIS FOR DUTY AT OUR BHEL REGIONAL SERVICE CENTRE CHANDIGARH OFFICE' for Two Years.

We require mainly One no. Tata Indigo / Swift-Desire or Similar Vehicle for Two Years.

2.0 TERMS & CONDITIONS:

- 2.1 The Owner/Agency must have one or More Vehicles of appropriate category with valid All India/Punjab Taxi Permit.
- 2.2 All Statutory Documents for the Vehicle such as Registration Certificates, Comprehensive Insurance, Tax Deposit Receipts, and Fitness Certificates etc. must be available with the agency and the same is to be produced within 30 days from awarding work and must be available at all times.
- 2.3 Permanent Account Number (PAN) must be available with the Owner/Agency.
- 2.4 One Vehicle along with Driver(s) shall be provided by the Owner/Agency as per our actual requirement.
- 2.5 The vehicle must have valid All India/Tricity Taxi Permit and must be in good running condition & well maintained.
- 2.6 The vehicle must be comprehensively insured at all times and all taxes, duties, & fees as applicable must be paid within the due time, any issue due to non-insurance shall be in scope of Owner/Agency. BHEL shall not be held responsible for any such matter.
- 2.7 In Case of Registered Dealer, GST will be paid extra based on documentary proof for deposit the same.
- 2.8 The vehicle should always be maintained in good running condition and free from break down. Proper Maintenance of the vehicle shall be arranged by the owner/agency at his own cost. The interiors of the vehicle must be neat, tidy, soothing & good looking. Proper cleanliness, odor & insect free environment is to be maintained.
- 2.9 In case of any break down, alternative vehicle must be provided within reasonable time without any extra cost.
- 2.10 The Driver must have valid Driving License with good track record and he should be well

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mannered, honest, obedient & decent and dressed appropriately at all times.

- 2.11 The Driver must be punctual for the duty and must have a Mobile Phone in operating conditions at all times of duty, expenses of phone shall be in Owner/Agency scope.
- 2.12 Boarding & Lodging, Medical and Other Incidental Expenses of the Driver shall be arranged and borne by the Owner/Agency at their own cost.
- 2.13 Normal Duty Hours shall be 12 Hours per Day. However, the Vehicle with the Driver should be ready & available for Duty at any time on any day including Sundays/Holidays. If a vehicle is called for duty on Sundays/Holiday and it doesn't turn up for the duty appropriate deduction from the monthly bill will be done. Owner / Agency have to ensure the availability of vehicle for duty on Sundays/Holiday.
- 2.14 All Sundays shall be treated as Off and in case Vehicle is called for duty on Sunday then Rs. 600/- shall be paid extra and Overtime if any beyond 0800 PM.
- 2.15 Contract may be terminated mutually on one month notice from each side.
- 2.16 The vehicle with driver may have to travel to places other than the normal place of duty.
- 2.17 No Price Variation Clause is applicable during contract period since Diesel is reimbursed based on actual from time to time.
- 2.18 Log Book shall be provided by owner/agency and it should be the responsibility of the driver to get the log book duly filled and signed by BHEL Officials.
- 2.19 Diesel Rates for particular month will be calculated on average rate of that month applicable for Chandigarh.
- 2.20 State entry taxes **Except Chandigarh, Haryana and Punjab** & Toll Taxes shall be reimbursed at actual on submission of its receipts in original along with bill. Parking Fee shall be paid extra as per actual.
- 2.21 In case of absence of regular Driver, alternative driver must be provided within reasonable time without any extra cost.
- 2.22 No advance payment shall be made in any case and the owner/agency must keep sufficient fund for running of the vehicle for at least one month as required.
- 2.23 Fuel & other consumables, payment of salary & other perks to the driver and maintenance of the vehicle shall be arranged by the owner/agency at their own cost.
- 2.24 Vehicle should be in good condition with an effective A.C. / Heater and cleanliness and aroma inside the vehicle should be maintained by the Owner/Agency. In case A.C. / Heater of the vehicle is not in good / effective working condition, the running average of the vehicle will be increased by **3 kms per ltr** for the purpose of payment to the agency. However, BHEL reserves the right to continue / terminate the services of such vehicle.
- 2.25 Any statutory requirement as required by the site including police verification of driver for obtaining gate pass for vehicle & driver has to be taken care by the owner/agency.

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Part II -General Conditions of Contract

1.1. DESPATCH INSTRUCTION

- i) The Terms and Conditions of Contract form part of the Tender specifications. **All pages of the tender documents shall be duly signed, stamped and submitted along with the offer in token of complete acceptance thereof.** The information furnished shall be complete by itself. The tenderer is required to furnish all the details and other documents as required in the following pages.
- ii) Tenderers are advised to study all the tender documents carefully. Any submission of tender by the tenderer shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implications thereof. Should the tenderers have any doubt about the meaning of any portion of the Tender Specification or find discrepancies or omissions in the drawings or the tender documents issued are incomplete or shall require clarification on any of the technical aspect, the scope of work etc., he shall at once, contact the authority inviting the tender well in time (so as not to affect last date of submission) for clarification before the submission of the tender. Tenderer's request for clarifications shall be with reference to Sections and Clause numbers given in the tender documents. The specifications and terms and conditions shall be deemed to have been accepted by the tenderer in his offer. Non compliance with any of the requirements and instructions of the tender enquiry may result in the rejection of the tender.

1.2. SUBMISSION OF TENDERS

- 1.2.1 The tenderers must submit their tenders to Officer inviting tender as per instructions in the NIT.
- 1.2.2 Tenders submitted by post shall be sent by 'REGISTERED POST ACKNOWLEDGEMENT DUE / by COURIER' and shall be posted with due allowance for any postal/courier delays. BHEL takes no responsibility for delay, loss or non-receipt of tenders sent by post/courier. **The tenders received after the specified time of their submission are treated as 'Late Tenders' and shall not be considered under any circumstances.** Offers received by Fax/Email/Internet shall be considered as per terms of NIT.
- 1.2.3 Tenders shall be opened by authorized Officer of BHEL at his office at the time and date as specified in the NIT, in the presence of such of those tenderers or their authorized representatives who may be present.
- 1.2.4 Tenderers whose bids are found techno commercially qualified shall be informed the date and time of opening of the Price Bids and such Tenderers may depute their representatives to witness the opening of the price bids. BHEL's decision in this regard shall be final and binding.
- 1.2.5 Before submission of Offer, the tenderers are advised to inspect the area of work and the environments and be well acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour, means of transport and access to Site, accommodation, etc. No claim will be entertained later on the grounds of lack of knowledge of any of these conditions.

1.3 LANGUAGE


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- 1.3.1 The tenderer shall quote the rates in English language and international numerals. These rates shall be entered in figures as well as in words. For the purpose of the tenders, the metric system of units shall be used.
- 1.3.2 All entries in the tender shall either be typed or written legibly in ink. Erasing and over-writing is not permitted and may render such tenders liable for rejection. All cancellations and insertions shall be duly attested by the tenderer.

1.4 PRICE DISCREPANCY:

Conventional (Manual) Price Bid opening : In the case of price bid opening without resorting to Reverse Auction, if there are differences between the rates given by the tenderer in words and figures or in amount worked out by him, the following procedure for evaluation and award shall be followed:

- i) When there is a difference between the rates in figures and in words, the rates which corresponds to the amounts worked out by the contractor, shall be taken as correct
- ii) When the amount of an item is not worked out by the contractor or it does not correspond with the rate written either in figure or in words, then the rate quoted by the contractor in words shall be taken as correct
- iii) When the rate quoted by the contractor in figures and words tallies but the amount is not worked out correctly, the rate quoted by the contractor shall be taken as correct and not the amount.
- iv) In case of lump sum price, if there is any difference between the amount in figures and in words, the amount quoted by the bidder in words shall be taken as correct.
- v) In case of omission in quoting any rate for one or more items, the evaluation shall be done considering the highest quoted rate obtained against the respective items by other tenderers for the subject tender. If the tenderer becomes L-1, the notional rates for the omission items shall be the lowest rates quoted for the respective items by the other tenderers against the respective omission items for the subject job and the 'Total quoted price (loaded for omissions)' shall be arrived at. However the overall price remaining the same as quoted originally, the rates for all the items in the 'Total quoted price (loaded for omissions)' shall be reduced item wise in proportion to the ratio of 'Original' total price and the 'Total quoted price (loaded for omissions)'
- vi) The 'Final Total Amount' shall be arrived at after considering the amounts worked out in line with 'i' to 'v' above.

1.5 QUALIFICATION OF TENDERERS

- i) Only tenderers who have previous experience in the work of the nature and description detailed in the Notice Inviting Tender and/or tender specification are expected to quote for this work duly detailing their experience along with offer.
- ii) Offers from tenderers who do not have proven and established experience in the field shall not be considered
- iii) Offers from tenderers who are under suspension (banned) by any Unit/Region/Division of BHEL shall not be considered.
- iv) Offers from tenderers who do not comply with the latest guidelines of Ministry/Commissions of Govt. of India shall not be considered.

1.6. EVALUATION OF BIDS

- i) Technical Bids submitted by the tenderer will be opened first and evaluated for fulfilling the Pre Qualification criteria and other conditions in NIT/Tender documents, based on documentary evidences submitted along with the offer
- ii) In case the same qualifying experience is claimed by more than one agency, then the agency who has executed the work as per documentary evidence submitted shall only be qualified. Scope of qualifying work should be totally with the agency who has executed and in case it is only labour+consumables without T&P, then the responsibility of execution is assigned to the first agency and not to the agency who has executed only as labour supply contractor. Further, BHEL reserves the right to ask for further proofs including submission of TDS certificates for the said job

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The rates in the Tender shall be kept open for acceptance for a minimum period of **SIX MONTHS** from latest due date of offer submission (including extension, if any). In case BHEL (Bharat Heavy Electricals Ltd) calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the tenderers.

1.13. EXECUTION OF CONTRACT AGREEMENT

The successful tenderer's responsibility under this contract commences from the date of issue of the Letter of Intent/ Award by Bharat Heavy Electricals Limited. The Tenderer shall submit an unqualified acceptance to the Letter of Intent/Award within the period stipulated therein.

The successful tenderer may be required to execute an agreement in the prescribed form, with BHEL, within a reasonable time after the acceptance of the Letter of Intent/Award, and in any case before releasing the first running bill. The contract agreement shall be signed by a person duly authorized/empowered by the tenderer.

1.14. REJECTION OF TENDER AND OTHER CONDITIONS

1.14.1 The acceptance of tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights for the following without assigning any reasons whatsoever:-

- a. To reject any or all of the tenders.
- b. To split up the work amongst two or more tenderers as per NIT
- c. To award the work in part if specified in NIT
- d. In case of either of the contingencies stated in (b) and (c) above, the time for completion as stipulated in the tender shall be applicable.

1.14.2 Conditional tenders, unsolicited tenders, tenders which are incomplete or not in the form specified or defective or have been materially altered or not in accordance with the tender conditions, specifications etc., are liable to be rejected.

1.14.3 Tenders are liable to be rejected in case of unsatisfactory performance of the tenderer with BHEL, or tenderer under suspension (hold/banning /delisted) by any unit / region / division of BHEL or tenderers who do not comply with the latest guidelines of Ministry/Commissions of Govt of India. The decision of BHEL will be final in this regard.

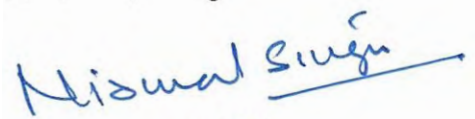
1.14.4 If a tenderer who is a proprietor expires after the submission of his tender or after the acceptance of his tender, BHEL may at their discretion, cancel such tender. If a partner of a firm expires after the submission of tender or after the acceptance of the tender, BHEL may then cancel such tender at their discretion, unless the firm retains its character.

1.14.5 BHEL will not be bound by any Power of Attorney granted by changes in the composition of the firm made subsequent to the execution of the contract. They may, however, recognize such power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.

1.14.6 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 Earnest Money/Security Deposit/any other money due.

1.14.7 Canvassing in any form in connection with the tenders submitted by the Tenderer shall make his offer liable to rejection.

1.14.8 In case the Proprietor, Partner or Director of the Company/Firm submitting the Tender, has any relative or relation employed in BHEL, the authority inviting the Tender shall be informed of the fact as per specified format, along with the Offer.


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Failing to do so, BHEL may, at its sole discretion, reject the tender or cancel the contract and forfeit the Earnest Money/Security Deposit.

- 1.14.9 The successful tenderer should not sub-contract part or complete work detailed in the tender specification undertaken by him without written permission of BHEL's RSM Chandigarh. The tenderer is solely responsible to BHEL for the work awarded to him.
- 1.14.10 The Tender submitted by a techno commercially qualified tenderer shall become the property of BHEL who shall be under no obligation to return the same to the bidder. However unopened price bids and late tenders shall be returned to the bidders.
- 1.14.11 Unsolicited discount received after the due date and time of Bid Submission shall not be considered for evaluation. However, if the party who has submitted the unsolicited discount/rebate becomes the L-1 party, then the awarded price i.e. contract value shall be worked out after considering the discount so offered.
- 1.14.12 BHEL shall not be liable for any expenses incurred by the bidder in the preparation of the tender irrespective of whether the tender is accepted or not.

2.0 DEFINITIONS

2.1 DEFINITION: The following terms shall have the meaning hereby assigned to them except where the context otherwise requires

- i. BHEL shall mean Bharat Heavy Electricals Limited (of the respective Power Sector Region inviting the Tender), a company registered under Indian Companies Act 1956, with its Registered Office at BHEL HOUSE, SIRI FORT, NEW DELHI – 110 049, or its Power Sector Regional Offices or its Authorised Officers or its Site Engineers or other employees authorised to deal with any matters with which these persons are concerned on its behalf.
- ii. "EXECUTIVE DIRECTOR" or 'GROUP GENERAL MANAGER' or "GENERAL MANAGER (Incharge)" or "GENERAL MANAGER" shall mean the Officer in Administrative charge of the respective Power Sector Region.
- iii. "COMPETENT AUTHORITY" shall mean Executive Director or Group General Manager or General Manager (Incharge) or General Manager or BHEL Officers who are empowered to act on behalf of the Executive Director or General Manager (Incharge) or General Manager of BHEL.
- iv. "ENGINEER" or "ENGINEER IN CHARGE" shall mean an Officer of BHEL as may be duly appointed and authorized by BHEL to act as "Engineer" on his behalf for the purpose of the Contract, to perform the duty set forth in this General Conditions of Contract and other Contract documents. The term also includes 'CONSTRUCTION MANAGER' or 'SITE INCHARGE' as well as Officers at Site or at the Headquarters of the respective Power Sector Regions.
- v. "SITE" shall mean the places or place at which the plants/equipments are to be erected and services are to be performed as per the specification of this Tender.
- vi. "CLIENT OF BHEL" or "CUSTOMER" shall mean the project authorities with whom BHEL has entered into a contract for supply of equipments or provision of services.
- vii. "CONTRACTOR" shall mean the successful Bidder/Tenderer L1 who is awarded the Contract and shall include the Contractor's successors, heirs, executors, administrators and permitted assigns.
- viii. "CONTRACT" or "CONTRACT DOCUMENT" shall mean and include the Agreement of Work Order, the accepted appendices of Rates, Schedules, Quantities if any, General Conditions of Contract, Special Conditions of Contract, Instructions to the Tenderers, Drawings, Technical Specifications, the Special Specifications if any, the Tender documents, subsequent amendments mutually agreed upon and the Letter of Intent/Award/Acceptance issued by BHEL. Any conditions or terms stipulated by the contractor in the tender documents or subsequent letters shall not form part of the contract unless, specifically accepted in writing by BHEL in the Letter of Intent/Award and incorporated in the agreement.
- ix. "GENERAL CONDITIONS OF CONTRACT" shall mean the 'Instructions to Tenderers' and 'General Conditions of Contract' pertaining to the work for which above tenders have been called for.


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- x. "TENDER SPECIFICATION" or "TENDER" or "TENDER DOCUMENTS" shall mean General Conditions, Common Conditions, Special Conditions, Price Bid, Rate Schedule, Technical Specifications, Appendices, Annexures, Corrigendums, Amendments, Forms, procedures, Site information, etc and drawings/documents pertaining to the work for which the tenderers are required to submit their offers. Individual specification number will be assigned to each Tender Specification.
- xi. "LETTER OF INTENT/ AWARD" shall mean the intimation by a Letter/Fax/email to the tenderer that the tender has been accepted in accordance with provisions contained in the letter. The responsibility of the contractor commences from the date of issue of this letter and all terms and conditions of the contract are applicable from this date.
- xii. "COMPLETION TIME" shall mean the period by 'date/month' specified in the 'Letter of Intent/Award' or date mutually agreed upon for handing over of the intended scope of work, the erected equipment/plant which are found acceptable by the Engineer, being of required standard and conforming to the specifications of the Contract.
- xiii. "PLANT" shall mean and connote the entire assembly of the plant and equipments covered by the contract.
- xiv. "EQUIPMENT" shall mean equipment, machineries, materials, structural, electrical and other components of the plant covered by the contract.
- xv. "TESTS" shall mean and include such test or tests to be carried out on the part of the contractor as are prescribed in the contract or considered necessary by BHEL, in order to ascertain the quality, workmanship, performance and efficiency of the contractor or part thereof.
- xvi. "APPROVED", "DIRECTED" or "INSTRUCTED" shall mean approved, directed or instructed by BHEL.
- xvii. "WORK or CONTRACT WORK" shall mean and include vehicles/services to the entire satisfaction of BHEL as per the terms & conditions of contract.
- xviii. "SINGULAR AND PLURALS ETC" words carrying singular number shall also include plural and vice versa, where the context so requires. Words imparting the masculine Gender shall be taken to include the feminine Gender and words imparting persons shall include any Company or Associations or Body of Individuals, whether incorporated or not.
- xix. "HEADING" – The heading in these General Conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken as instructions thereof or of the contract.
- xx. "MONTH" shall mean calendar month unless otherwise specified in the Tender.
- xxi. "Day" or "Days" unless herein otherwise expressly defined shall mean calendar day or days of twenty four (24) hours each. A week shall mean continuous period of seven (7) days.
- xxii. "COMMISSIONING" shall mean the synchronisation testing and achieving functional operation of the Equipment with associated system after all initial adjustments, trials, cleaning, re-assembly required at site if any, have been completed and Equipment with associated system is ready for taking into service.
- xxiii. "WRITING" shall include any manuscript type written or hand written or printed statement or electronically transmitted messages, under the signature or seal or transmittal of BHEL.
- xxiv. "TEMPORARY WORK" shall mean all temporary works for every kind required in or for the execution, completion, maintenance of the work.
- xxv. "CONTRACT PRICE" or "CONTRACT VALUE" shall mean the sum mentioned in the LOI/LOA/Contract Agreement subject to such additions thereto or deductions there from as may be made under provisions hereinafter contained
- xxvi. "COMMENCEMENT DATE" or "START DATE" shall mean the commencement/start of work at Site as per terms defined in the Tender
- xxvii. "SHORT CLOSING" or "FORE CLOSING" of Contract shall mean the premature closing of Contract, for reasons not attributable to the contractor and mutually agreed between BHEL and the contractor
- xxviii. "TERMINATION" of Contract shall mean the pre mature closing of contract due to reasons as mentioned in the contract


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- xxix. "DE MOBILISATION" shall mean the temporary winding up of Site establishment by Contractor leading to suspension of works temporarily for reasons not attributable to the contractor
- xxx. "RE MOBILISATION" shall mean the resumption of work with all resources required for the work after demobilization

2.2 **ISSUE OF NOTICE**

2.2.1 **Service of notice on contractor**

Any notice to be given to the Contractor under the terms of the contract shall be served by sending the same **by Registered Post / Speed Post to** or leaving the same at the Contractor's last known address of the principal place of business (or in the event of the contractor being a company, to or at its Registered Office). In case of change of address, the notice shall be served at changed address as notified in writing by the Contractor to BHEL. Such posting or leaving of the notice shall be deemed to be good service of such notice and the time mentioned to the condition for doing any act after notice shall be reckoned from the date so mentioned in such notice.

2.2.2 **Service of notice on BHEL**

Any notice to be given to BHEL in-charge/Region under the terms of the Contract shall be served by sending the same by post to or leaving the same at BHEL address or changed address as notified in writing by BHEL to the Contractor.

2.3 **USE OF LAND**

No land belonging to BHEL or their Customer under temporary possession of BHEL shall be occupied by the contractor without written permission of BHEL.

2.4 **COMMENCEMENT OF WORK**

2.4.1 The contractor shall commence the work as per the time indicated in the Letter of Intent/Award from BHEL and shall proceed with the same with due expedition without delay.

2.4.2 If the contractor fails to start the work within stipulated time as per LOI/ LOA or as intimated by BHEL, then BHEL at its sole discretion will have the right to cancel the contract. The 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.

2.4.3 All the work shall be carried out under the direction and to the satisfaction of RSM BHEL.

2.5 **MEASUREMENT OF WORK AND MODE OF PAYMENT:**

2.5.1 All payments due to the contractors shall be made by e-mode only, unless otherwise found operationally difficult for reasons to be recorded in writing.

2.5.2 For progress running bill payments: - The Contractor shall present detailed measurement sheets/log book, duly indicating all relevant details based on technical documents in line with terms of payment as per contract.

2.5.3 Payments shall be made by BHEL after effecting the recoveries due from the contractor.

2.5.4 Passing of bills covered by such measurements does not amount to acceptance of the completion of the work measured.

2.6 **RIGHTS OF BHEL**

BHEL reserves the following rights in respect of this contract during the original contract period or its extensions if any, as per the provisions of the contract, without entitling the contractor for any compensation.


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- 2.6.1 To withdraw any portion of work and/or to restrict/alter quantum of work as indicated in the contract during the progress of work and get it done through other agencies to suit BHEL's changed requirements w.r.t. time or scope.
- 2.6.2 To terminate the contract or get any part of the work done through other agency or deploy BHEL's own/hired/otherwise arranged resources , at the risk and cost of the contractor after due notice of a period of seven days by BHEL, in the event of:-

- i) Contractor's continued poor progress
- ii) Withdrawal from or abandonment of the work before completion of the work
- iii) Contractor's inability to progress the work for completion as stipulated in the contract
- iv) Poor quality of work/services
- v) Corrupt act of Contractor
- vi) Insolvency of the Contractor
- vii) Persistent disregard to the instructions of BHEL
- viii) Assignment, transfer, sub-letting of contract without BHEL's written permission
- ix) Non fulfillment of any contractual obligations
- x) In the opinion of BHEL, the contractor is overloaded and is not in a position to execute the job as per required schedule

- 2.6.3 To meet the expenses including BHEL overheads on the differential cost at 5%, over and above the Liquidated damages/penalties arising out of "Risk & Cost" as explained above under sl. no. 2.7.2. BHEL shall recover the amount from any money due from Contractor, or any other contract of BHEL or by any other means or any combination thereof.
- 2.6.4 To effect recovery from any amounts due to the contractor under this or any other contract or in any other form, the moneys BHEL is statutorily forced to pay to anybody, due to contractor's failure to fulfill any of his obligations. BHEL shall levy overheads of 5% on all such payments along with interest as defined elsewhere in the terms and conditions.
- 2.6.5 While every endeavor will be made by BHEL to this end, they cannot guarantee uninterrupted work due to conditions beyond their control. The Contractor will not be normally entitled for any compensation/extra payment on this account unless otherwise specified elsewhere in the contract.

2.6.6 PENALTY /LIQUIDATED DAMAGES

Penalty @ Rs. 1000/- shall be enforced in the event of refusal by the contractor to provide the required / alternate vehicle on every refusal and on every subsequent refusal in a month. Penalty of Rs 500 per incidence can also be imposed on any lapses of agency/his agent/driver like misbehaving, consumption of liquor/chewing or smoking tobacco on duty, refusal to provide service etc. Total penalty/LD for refusal to provide the vehicle shall be limited to 10 % of Contract Value.

2.7 RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF LOCAL LAWS, EMPLOYMENT OF WORKERS ETC.

The following are the responsibilities of the contractor in respect of observance of local laws, employment of personnel, payment of taxes etc. The subcontractor shall fully indemnify BHEL against any claims of whatsoever nature arising due to the failure of the contractor in discharging any of his responsibilities hereunder:

- 2.7.1 The contractor shall comply with all applicable State and Central Laws, Statutory Rules, Regulations, Notifications, etc. such as Payment of Wages Act, Minimum Wages Act, Workmen Compensation Act, Employer's Liability Act, Industrial Disputes Act, Employers Provident Act, Employees State Insurance Scheme, Contract Labour (Regulation and Abolition) Act, 1970, Payment of Bonus & Gratuity Act, Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996, The Building and Other Construction Workers' Welfare Cess Act, 1996 and other Acts, Rules, and Regulations

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for labour/workers as applicable and as may be enacted by the State Government and Central Govt. during the tenure of the Contract and having force or jurisdiction at Site. The Contractor shall also comply with provisions of and give all such notices to the local Governing Body, Police and other relevant Authorities as may be required by the Law.

- 2.7.2** The contractor shall pay and bear all taxes, fees, license charges, Cess, duties, deposits, royalties, commission or other charges which may be leviable on account of his operations in executing the contract.
- 2.7.3** The contractor shall be responsible for the proper behavior and observance of all regulations by the staff employed by him.
- 2.7.4** The contractor shall ensure that no damage is caused to any person/property of other parties/employees working at site/office or on duty. If any such damage is caused, it is responsibility of the contractor to make good the losses or compensate for the same.
- 2.7.5** 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 if the item rates are not mentioned in existing contract

2.8 QUANTITY VARIATION

The quantities given in the contract are tentative and may change to any extent (both in plus side and minus side). The quoted rates for individual items shall remain firm irrespective of any variations in the individual quantities. No compensation becomes payable in case the variation of the final executed contract values.

2.9 INSURANCE

BHEL shall not entertain any claim arising out of mishap, if any, that may take place. The Service Provider shall be fully responsible for any loss or damage to the vehicles or occupants and shall be liable to pay full compensation for any injury or any other loss to the passengers or third party. The following insurance shall be maintained by the Service Provider at his cost.

The vehicles provided to BHEL must be fully and comprehensively insured. Insurance should be covering all risks as per applicable laws. This insurance shall protect the Service Provider and BHEL against all risks, claims for loss, injuries, disability, etc due to any act of omission or commission on the part of Service Provider, his agent/representative & sub-Service Providers. This insurance shall also cover all the liability of Service Provider arising out of the clause entitled 'Defence of Suits' below.

The above are only an illustrative list of insurance covers normally required and it will be the sole responsibility of Service Provider to maintain all necessary insurance coverage to the extent both in time and amount to take care of all his liabilities either direct or indirect in pursuance to the contract.

2.10 FORCE MAJEURE

- 2.10.1** "Force Majeure" shall mean any event beyond the reasonable control of the parties including but not limited to fire, flood, earthquake or other acts of God, war, riots, civil war and restraints of Governing States, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected. The following events are explicitly excluded from Force Majeure and are solely the responsibilities of the non-performing party :
- a) any strike, work-to-rule action, go-slow or similar labour difficulty
 - (b) late delivery of equipment or material (unless caused by Force Majeure event)
 - and (c) economic hardship.


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- 2.10.2** If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within 15 (fifteen) days after the occurrence of such event.
- 2.10.3** The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended by a period of time equal to period of delay caused due to such Force Majeure event.
- 2.10.4** Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not
- Constitute a default or breach of the Contract.
 - Give rise to any claim for damages or additional cost or expense occasioned thereby, if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.

2.11 ARBITRATION

2.11.1 Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the 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, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the arbitration of the sole arbitrator appointed by Head of the BHEL Power Sector Region issuing the Contract. It shall not be open to the Contractor to object to such arbitrator only on the ground that such arbitrator is an employee/ ex-employee of BHEL or has dealt with or has expressed any opinion on any issue touching upon the Contract.

The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.

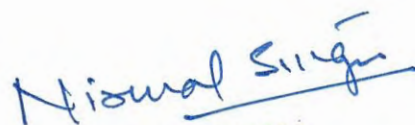
Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be New Delhi/ Delhi.

2.11.2 In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:-

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred by either Party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the Parties to the dispute, provided, however, any Party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the Parties hereto finally and conclusively.

2.11.3 The cost of arbitration shall be borne equally by the Parties.

2.11.4 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.


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2.12 TERMS OF PAYMENTS:

- a) Bill along with Relevant Log Book Sheets/Duty Charts duly verified by BHEL Official & Receipts of Parking Fees/Toll Taxes shall be submitted for release of payment.
- b) Payment shall be made through RTGS/NEFT as per agreed rates after statutory deduction of Income Tax and other taxes & duties as per rules. Party has to submit bank details along with a cancelled cheque.
- c) Payment shall be made on monthly basis or as required on pro – rata basis with in 15 days from submission of bill.
- d) Average Diesel rates applicable shall be of the station of operation of vehicle for concerned month.

3. VALIDITY OF CONTRACT:

The contract will be valid for a period of **two years**. The same may however be extended further for a period of two years or part thereof with mutual agreement, in writing, on the same rate and terms & conditions based on the performance of contractor.

4. TERMINATION OF CONTRACT:

Notwithstanding anything contained in any other clause, should the agency in any manner fail to perform the obligations under the agreement or its performance in the opinion of BHEL is unsatisfactory then in that case, BHEL may without prejudice to its other rights and remedies terminate this agreement forthwith without assigning any reason whatsoever, by giving 30 days' notice in writing. The notice will be deemed to have been served as and when sent to the address given in the offer.

On the expiry of the agreement or earlier termination of it, the agency shall deliver to BHEL all materials, paper etc. and all other things belonging to or entrusted by BHEL to the agency.

5. TAXES & DUTIES

5.1.1	Price quoted should be inclusive of all applicable Taxes/charges Excluding GST . The Contractor shall pay all other taxes, duties, fees, license charges, royalty, commission etc. which may be levied on the contractor in executing the contract. In case BHEL is forced to pay any of such taxes, it shall be recovered from Contactor's bills or otherwise as deemed fit. GST Shall be payable extra as per following :
5.1.2.	Vendor has to issue correct HSN/SAC code wise bill indicating therein description, value, rate, due tax and other particulars in compliance with the provisions of relevant GST Act and Rules. With the implementation of e-way bill provisions, contractor shall comply with same if applicable.
5.1.3	Vendor has to submit GST compliant invoice within 7 days from the due date of invoice as per GST Law if registered under GST Act.
5.1.4.	GST portion of invoice shall be released only when all the following conditions are satisfied by the Contractor: -

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	<p>Supply of goods and services have been received by BHEL.</p> <p>a. Original Tax Invoice has been submitted to BHEL.</p> <p>b. Contractor has declared such invoice in his applicable GST return.</p> <p>c. Documentary evidence or undertaking regarding discharge of GST liability in respect of supplies made by vendor has been furnished.</p>
5.1.5	For the purposes of claiming GST from BHEL, invoice issued by contractor should be in line with provisions of GST Act & Rules. Special care should be taken in case of month end transactions.
5.1.6	The taxes and duties referred in this chapter or elsewhere in the NIT/contract is limited to direct transactions between BHEL & its Sub-Contractor. BHEL is not responsible for any liability that may arise due to any transaction beyond the direct transaction between BHEL & its Sub-Contractor.
5.1.7.	<p><u>Variation in Taxes & Duties:</u></p> <p>Any upward variation in GST shall be considered for reimbursement provided supply of goods and services are made within schedule date stipulated in the contract. In case the Government imposes any new levy/tax on the output service/goods after price bid opening, the same shall be reimbursed by BHEL at actual. The reimbursement under this clause is restricted to the direct transaction between BHEL and its contractor only and within the contractual delivery period only. In case any new tax/levy/duty etc. becomes applicable after the date of Bidder's offer but before opening of the price Bid, the Bidder/Contractor must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of price bid. Claim for any such impact after opening the price bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.</p>
5.1.8.	<p><u>Modalities of Tax Incidence on BHEL:</u></p> <p>Where GST law permits more than one option or methodology for discharging liability of tax/ levy/ duty; the contractor shall approach BHEL before choosing any option to discharge his tax liability. BHEL shall have the right to direct the contractor to adopt the appropriate option considering the amount of tax liability on BHEL as well as procedural simplicity with regard to assessment of the liability. The option chosen by BHEL shall be binding on the contractor for discharging the obligation of BHEL in respect of the tax liability to the contractor.</p>
5.1.9	Any loss to BHEL due to non-compliance of above noted clauses and/or provisions of the GST Act and/or Rules by the contractor shall be to his account.

DEVIATION:

The contractor must comply with the tender specification and all terms and conditions of contract. No deviation shall normally be entertained. BHEL reserves the right to reject any or all quotations without assigning any reason whatsoever.

Nirmal Singh

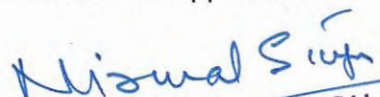
NIRMAL SINGH
Sr. Manager
BHEL, RSC - Chandigarh

7. **DEFENCE SUITS:**

If any action in court is brought by third party against BHEL or an officer or agent of BHEL for the failure or neglect on the part of Service Provider to perform any acts, matter, covenants or things under the contract or for any damage or injury caused by the alleged omission' or negligence on the part of Service Provider, his agent/representative or his sub Service Providers, or drivers, the Service Provider shall in all such case be responsible and indemnify and keep BHEL and/or its representative harmless from all losses, damages, expenses or decrees arising out of such action

8. **LABOUR REGULATIONS/REGISTRATION AND DOCUMENTS:**

- a) Service Provider shall abide by and follow the State and Central Government labour Laws/legislation, rules and regulations, statutory notifications, local self Government/ Municipal requirements and shall solely be responsible for any breach thereof. Service Provider shall completely indemnify BHEL, its officers / employees against any penalties/ prosecutions consequent to the violation (deliberate or inadvertent) of such statutory provisions that are in force.
- b) The Service Provider shall obtain at his own cost, necessary permits, license, etc., as required under various laws from time to time for rendering the necessary services and the BHEL does not take any liability whatsoever on that account.
- c) The Service Providers shall at its own cost comply with the provisions of all laws, Rules, Orders and Regulations and Notifications whether central or state or local as applicable to him or to this contract from time to time. These Acts/Rules include, without limitation, the following:
- 1) Minimum Wages Act, 1948 and Rules & order and Notifications issued there under from time to time.
 - 2) Contract labour (Regulation and Abolition) Act-1970 with rules, orders and notifications made there under from time to time.
 - 3) Industrial Dispute Act-1947 with rules, orders and notifications issued there under from time to time.
 - 4) The Workmen's Compensation Act 1923 with rules, orders and notifications issued there under from time to time.
 - 5) Motor Transport Workers Act 1961 with rules, order and notifications issued there under from time to time.
 - 6) Payment of Gratuity Act 1972 with rules, order and notifications issued there under from time to time.
 - 7) Service Provider shall obtain a certificate from ALC (C) regarding Labour License.
 - 8) Payment of Bonus Act 1965 with rules, order and notifications issued there under from time to time.
 - 9) Payment of Wages Act 1936 with rules, order and notifications issued there under from time to time.
 - 10) Employees Provident Fund & Misc. Provisions Act 1952 with rules, order and notifications issued there under from time to time.
 - 11) ESI Act with rules, order and notifications issued there under from time to time.
 - 12) Motor Vehicles Act 1988 and the central/state rules as applicable.


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- 13) All other Acts/Rules/Regulations, Bye-laws, other notifications etc. as applicable to the Service Provider or to this contract from time to time shall be applicable. Orders Notifications etc. presents or future as applicable to the Service Provider or to this contract from time to time, for providing necessary service/performing the aforesaid jobs.

All employees/personal deployed by Service Provider shall be the employees of the Service Provider.

BHEL will not have any liability to absorb them at any point of time nor can they claim any right for employment in BHEL. The Service Providers shall be responsible for any/all disputes arising between him and his personnel and keep BHEL indemnified by all loses, damages and claims arising thereof.

9. ACCIDENTS/DAMAGES/CLAIMS LIABILITIES

- a) In event of any accident or damages while vehicle(s) is on BHEL's duty, BHEL shall be completely free from any liability of any nature connected with the accident/damage(s). Service Provider himself will be fully and exclusively responsible for any damage to vehicle(s) or any personal injury to driver or any other person in employment of Service Provider, occupants of vehicle(s) or any person(s) or damage to any property or person. This includes any third party claims. However, if damage or loss is incurred to BHEL and/or its employees, as a result of any accident or any other reason involving failure of vehicle(s) /driver, sustain any damage, Service Provider shall reimburse on demand and without any demur the compensation/damages to BHEL and/or BHEL employee(s).
- b) BHEL shall not be responsible for any claim/compensation that arises due to damages/ injuries/ pilferage to the Service Provider's vehicle(s)/property, under any circumstances while the vehicle(s) is engaged for BHEL's duty.
- c) Service Provider may safeguard his interest through insurance at his own cost. However, BHEL's claim cannot be linked with payment by any such insurance(s) and Service Provider shall directly be liable to pay BHEL's claim. BHEL's claim can also not be linked with the outcome of the verdict of any tribunal or judicial authority, where the case might be pending.
- d) It is the responsibility of Service Provider to inform the user of vehicle as well as transport coordinator, the occurrence of any accident involving his vehicle(s), as early as possible to avoid any disruption of BHEL's operation, and provide substitute and submit a detailed report to transport coordinator within 24 hours for record of BHEL. The vehicle/site of accident may have to be inspected by representatives of BHEL in such an eventuality. Any information of accident to the statutory authorities as per rules will also be the responsibility of the contractor.
- e) Absence of vehicle due to accident may not be entitled for any exemptions from liabilities of contract, whatsoever. Arrangement of alternative/substitute is responsibility of Service Provider unless otherwise exempted for reasons beyond Service Provider's control.

Nirmal Singh

NIRMAL SINGH
Sr. Manager
BHEL, RSC - Chandigarh

10. SUSPENSION OF BUSINESS DEALINGS

BHEL reserves the right to take action against Contractors who either fail to perform or Tenderers/Contractor who indulge in malpractices, by suspending business dealings with them in line with BHEL guidelines issued from time to time.

11. DEFAULT/BREACH OF CONTRACT. INSOLVENCY AND RISK PURCHASE

- a) If the Service Provider / Contractor fails to provide the required services as per the Contract / fails to deliver the services or goods or materials or any instalment thereof (as per contract) within the period(s) fixed for such delivery or delivers goods or materials not of the contracted quality and failing to adhere to the contract specifications or at any time repudiates or otherwise abandons the contract before expiry of such period or refuses or is unable to supply / provide goods / services or materials covered by the Order/Contract either in whole or in part or otherwise fails to perform the Order/Contract or commits any breach of the Order/Contract not herein specifically provided for or in the event of the death or insanity or if the Seller/Contractor being an individual or if a firm on a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the Order/Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolved under the Partnership Act or if the Seller/Contractor (Service Provider) being a company is wound up voluntarily or by order of a Court or a Receiver. Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager, the purchaser without prejudice to his right to recover any expenses, losses or damages to which the purchaser may be put to incur or sustain by reason of the Seller/Contractor's default or breach of Order/Contract shall be entitled to cancel the Order/Contract either in whole or portion thereof without compensation to the Seller/Contractor (Service Provider) and if the purchaser so desires, he may procure upon such terms and in such manner as he deems appropriate, stores / services not so delivered or others of a similar description where stores / services exactly complying with particulars are not, in the opinion of the purchaser, which shall be final, readily procurable, at the risk and cost of the Seller/Contractor (Service Provider) and the Seller/Contractor (Service Provider) shall be liable to the purchaser for any excess costs provided that the Seller/Contractor (Service Provider] shall continue the performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The Seller/Contractor (Service Provider) shall on no account be entitled to any gain on such repurchases.
- b) Cost of the purchases made or services taken by the Purchaser at the risk and cost of the seller/contractor (Service Provider) shall be worked out after levying applicable overheads as departmental charges on the cost of materials / services so purchased/hired.

12. JURISDICTION OF COURT

Courts of Chandigarh shall have exclusive jurisdiction to decide the dispute, if any, arising out of or in respect of the contract(s) to which these conditions are applicable.

Nisimal Singh

ANNEXURE B**TECHNNO-COMMERCIALBID FOR:**

NIT No. : CHD/RSC-OFFICE/TAXI HIRE/19_026

DATE: 06/07/2019

Sub: PROVIDING ALL INDIA PERMIT/TRICITY PERMIT TAXI TATA INDIGO / SWIFT-DESIRE OR SIMILAR VEHICLE (DIESEL MODEL 2015 & UPWARD WITH DRIVER & FUEL ON MONTHLY HIRE BASIS FOR DUTY AT OUR BHEL REGIONAL SERVICE CENTRE CHANDIGARH OFFICE' FOR TWO YEARS

NAME & ADDRESS	
PAN NO.	
Provident Fund No.	
OFFER NO	
EMD Details	Not Applicable
VALIDITY OF OFFER	6 MONTHS
HIRING PERIOD	02 Years
MOBILISATION PERIOD	IMMEDIATE
GUARANTEE PERIOD	NIL

Following are enclosed/ certified/accepted as part of Technical bid:

1. It is certified that all statutory requirements as applicable including but not limited to payment of wages, deposition EPF, Labour Licence, Insurance etc. governed by the provisions of applicable acts shall be our liability without any extra cost to BHEL. Further without limiting obligations and liabilities provided elsewhere in the contract, BHEL shall be kept harmless and indemnified against all claims, damages and compensations, as well as breach of such requirements. Release of progressive payments shall be subject to, inter alia, compliance to such statutory requirements.
2. If there is mismatch between price given in figures and in words BHEL shall have right to accept maximum of the two for evaluation, and minimum of the two for award.
3. There are no deviations from the NIT and all Terms & Conditions of NIT including those enclosed with NIT are accepted.

Sign of contractor: _____

Date:

Seal

PRICE BID

Annexure-C

Sub: PROVIDING ALL INDIA PERMIT/TRICITY PERMIT TAXI TATA INDIGO / SWIFT-DESIRE OR SIMILAR VEHICLE (DIESEL MODEL 2015 & UPWARD WITH DRIVER & FUEL ON MONTHLY HIRE BASIS FOR DUTY AT OUR BHEL REGIONAL SERVICE CENTRE CHANDIGARH OFFICE' FOR TWO YEARS

SCHEDULE OF RATES

S. No.	Description	Amount if fig. Rs.
1.	Fixed Monthly Hire Charges	Rs. _____ per Month Rupees: _____
2.	Running Charges (Cost of Diesel)	Per Ltr. Cost of Diesel on every 13 Km running
3.	Sunday Duty Charges	Rs. 600/- per Sunday duty
4.	Overtime charges (after 8: 00 PM) per hour subject to maximum Rs. 250/- per day	Rs. 50/- per hour
5.	GST extra or not (put yes/no)	

Note:

1. Agency has to quote the **Monthly hire charges** only (excluding Fuel cost) at S. No. 1 above.
2. **Monthly charges should include permit charges of Chandigarh, Haryana and Punjab i.e. no tax will be paid for Tricity.**
3. Additional charges per km based on the average indicated in the table will be paid based on rate of diesel as per actual.
4. On Sunday if services are required Rs 600/day shall be paid.
5. Daily working of 12 hours (8am to 8pm), Overtime charges will be paid @ Rs 50 per hour subject to maximum Rs. 250.
6. L1 calculation will be made based on Landed Cost to BHEL i.e. including GST if applicable as per calculation in **Annexure-D**.
7. Vehicle is expected to Run approx. 3000Km per month.However payment will be made on actual running of vehicle.
8. GST will be paid extra as per actual based on submission of GST Challan.
9. PAN is mandatory as TDS if applicable shall be deducted as per rules.
10. Actual Kilometre To and From Parking/Garage will be given on Actual basis subject to Maximum Parking/Garage 10 Km to and 10Km from shall be given extra on duty days,
11. To attend official work vehicle is required to visit Himachal, Panipat, Jhajjar, Bathinda, Noida and nearby Sites of this office where the same rates will be applicable.
12. Toll taxes, parking charges & other taxes shall be paid as per actual on submission of documentary evidence.

Hishmat Singh

N. S. Singh
Sr. Manager
BHEL, RSC - Chandigarh

Evaluation Criteria			
PROVIDING ALL INDIA PERMIT/TRICITY PERMIT TAXI Tata Indigo / Swift-Desire or Similar Vehicle (DIESEL MODEL 2015 & upward WITH DRIVER & FUEL ON MONTHLY HIRE BASIS FOR DUTY AT OUR BHEL REGIONAL SERVICE CENTRE CHANDIGARH OFFICE' for Two Years.			
SL.NO	Details	Monthly in Rs.	For one year in Rs
1.0	Quoted of Fixed Monthly Hire charges (A)	X	A = 12X
2.0	Fixed values for evaluation criteria (B)		
2.1	Running Charges (Cost of Diesel) (considering diesel (ordinary) rate Rs 61 per liter, in Chandigarh average 13 kms per liter and mileage 3000 Kms per month) i.e. (3000/13*61)	14,077.00	1,68,924.00
2.2	Sunday Duty Charges Considering One Sunday / Month @ Rs 600/day	600.00	7,200.00
2.3	Overtime Charges after 08 : 00 PM (Considering 10 Hours /Month @ Rs 50 / hour)	500.00	6,000.00
2.4	Toll, Permit / Parking Charges Supported with receipts	1,000.00	12,000.00
	Fixed Values for Evaluation-TOTAL (B)		1,94,124.00
3	Cost for one year C = A+B		C
4	Cost for two year D = C x 2		D
5	GST @ 5% of D = E		E
6	Landed cost to BHEL (F) = D+E		F

L1 bidder will be decided based on above calculation i.e. Landed Cost to BHEL as per S. no. 6 as above.

NIRMAL SINGH
Sr. Manager
BHEL, RSC - Chandigarh

ANNEXURE - E**CHECK LIST****NOTE:- Tenderers are required to fill in the following details and no column should be left blank**

1	Name and Address of the Tenderer		
2	Details about type of the Firm/Company		
3.a	Details of Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: Email ID:	
3.b	Details of alternate Contact person for this	Name : Mr/Ms Designation: Telephone No: Mobile No: Email ID:	
4	EMD DETAILS	DD No: _____ Date : _____ Bank : _____ Amount: _____	
5	Validity of Offer	TO BE VALID FOR SIX MONTHS FROM DUE DATE	
		APPLICABILITY (BY BHEL)	ENCLOSED BY BIDDER
6	Whether the format for compliance with PRE QUALIFICATION CRITERIA (ANNEXURE-F) is understood and filled with proper supporting documents referenced in the specified format	Applicable	YES / NO
7	Supporting documents to fulfill PQR	Applicable	YES/NO
8	Copy of PAN Card	Applicable	YES/NO
9	Whether all pages of the Tender documents including annexures, appendices etc are read understood and signed	Applicable	YES/NO
10	Integrity Pact	Not Applicable	YES/NO
11	Declaration by Authorised Signatory	Applicable	YES/NO
12	No Deviation Certificate	Applicable	YES/NO
13	Declaration confirming knowledge about Site Conditions	Applicable	YES/NO
14	Declaration for relation in BHEL	Applicable	YES/NO
15	Non Disclosure Certificate	Applicable	YES/NO
16	Bank Account Details for E-Payment	Applicable	YES/NO
17	Capacity Evaluation of Bidder for current Tender	Not Applicable	YES/NO
18	Tie Ups/Consortium Agreement are submitted as per format	Not Applicable	YES/NO
19	Power of Attorney for Submission of Tender/Signing Contract Agreement	Applicable	YES/NO

NOTE : STRIKE OFF 'YES' OR 'NO', AS APPLICABLE. TENDER NOT ACCOMPANIED BY THE PRESCRIBED **ABOVE APPLICABLE DOCUMENTS** ARE LIABLE TO BE SUMMARILY REJECTED.

DATE :
SIGNATORY

AUTHORISED
(With Name, Designation and Company seal)

BHEL:PSNR:RSC:Chandigarh

Annexure-F

PQR

Sub: PROVIDING ALL INDIA PERMIT/TRICITY PERMIT TAXI Tata Indigo / Swift-Desire or Similar Vehicle (DIESEL MODEL 2015 & upward WITH DRIVER & FUEL ON MONTHLY HIRE BASIS FOR DUTY AT OUR BHEL REGIONAL SERVICE CENTRE CHANDIGARH OFFICE' for Two Years.

SL. NO	PRE QUALIFICATION CRITERIA	Bidders claim in respect of fulfilling the PQR Criteria
		Name and Description of qualifying criteria
A	Submission of Integrity Pact duly signed. (if applicable)	Not Applicable
B	Assessment of Capacity of Bidder to execute the work as per clause assessment of capacity of NIT (if applicable)	Not Applicable
C	TECHNICAL CRITERIA	Applicable
	Executed similar work for any one of the following in the last five years from latest date of bid submission: One (01) work of value not less than the amount equal to Rs. 8.58 lacs. OR Two (02) works each of value not less than the amount equal to Rs. 6.44 lacs. OR Three (03) works each of value not less than the amount equal to Rs. 4.29 lacs.	
D	FINANCIAL CRITERIA	
D.1	TURNOVER Tenderers should have an average annual turnover minimum of INR 3,21,867/- of last three Financial Years (2015-16, 2016-17, 2017-18, 2018-19). Bidders shall submit audited annual accounts (balance sheets and profit & loss account) in support of this. In case audited financial statements have not been submitted for all the three years as indicated above, then the copy of ITR shall submitted by the bidders against the requisite three years, will be averaged for three years. If financial statements are not required to be audited statutorily, then instead of audited financial statements, Turnover Figures are required to be certified by Chartered Accountant/ Certified public accountant.	Applicable
D.2	NETWORTH Net worth (only in case of companies) of the Bidder should be positive. Net worth shall be calculated based on the latest Audited Accounts as furnished for 'D-1' above. Net Worth = Paid up share capital* + Reserves. (* : Share Capital OR Partnership Capital OR Proprietor Capital as the case may be)	Not Applicable

Nisamal Singh

D.3	PROFIT Bidder must have earned profit/Gross Total Income in any one of the three financial years as applicable in the last three financial years as furnished for 'D-1' above. Profit shall be PBT earned during any one year of last three financial years as in 'D-1' above. For Gross Total Income Copy of Filed ITR will be submitted.	Applicable
E	APPROVAL OF CUSTOMER (IF APPLICABLE)	Not Applicable
F	Consortium criteria (if applicable)	Not Applicable

Explanatory Notes for QR 'C'

1. Relevant documents, meeting above requirements shall be submitted by bidders.
2. For SI no. 'C', 'Similar Work' means **providing taxi on hire to organizations at site/office.**
3. For SI no 'C', actual executed value shall be considered.
4. For criteria 'C' above Value of work is to be updated with indices for "All India Avg. Consumer Price index for industrial workers" and "Monthly Whole Sale Price Index for All Commodities" with base month as per last month of work execution and indexed up to three (3) months prior to the month of latest due date of bid submission as per following formula

$$P = R + \left\{ \frac{0.425 \times R \times (XN - X0)}{X0} + \frac{0.425 \times R \times (YN - Y0)}{Y0} \right\}$$

X0

Y0

Where

P = Updated value of work

R = Value of executed work

XN = All India Avg. Consumer Price index for industrial workers for the month, three months prior to the month of latest due date of bid submission

X0 = All India Avg. Consumer Price index for industrial workers for last month of work execution

YN = Monthly Whole Sale Price Index for All Commodities for the month, three months prior to the month of latest due date of bid

Y0 = Monthly Whole Sale Price Index for All Commodities for last month of work execution

BIDDER SHALL SUBMIT ABOVE PRE-QUALIFICATION CRITERIA FORMAT, DULY FILLED-IN, SPECIFYING RESPECTIVE ANNEXURE NUMBER AGAINST EACH CRITERIA AND FURNISH RELEVANT DOCUMENT INCLUSIVE OF WORK ORDER AND WORK COMPLETION CERTIFICATE ETC IN THE RESPECTIVE ANNEXURES IN THEIR OFFER.

Nirmal Singh
Nirmal Singh
Sr. Manager (SAS)

RSM (CHD)

03/07/2019
LM Paritkar

OFFER FORWARDING LETTER / TENDER SUBMISSION LETTER
(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

Offer Reference No:.....

Date:.....

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub : Submission of Offer against Tender Specification No:

I/We hereby offer to carry out the work detailed in the Tender Specification issued by Bharat Heavy Electricals Limited, Power Sector-....., in accordance with the terms and conditions thereof.

I/We have carefully perused the following listed documents connected with the above work and agree to abide by the same.

1. Amendments/Clarifications/Corrigenda/Errata/etc issued in respect of the Tender documents by BHEL
2. Notice Inviting Tender (NIT)
3. Price Bid
4. Technical Conditions of Contract
5. Special Conditions of Contract
6. General Conditions of Contract
7. Forms and Procedures

Should our Offer be accepted by BHEL for Award, I/we further agree to furnish 'Security Deposit' for the work as provided for in the Tender Conditions within the stipulated time as may be indicated by BHEL.

I/We further agree to execute all the works referred to in the said Tender documents upon the terms and conditions contained or referred to therein and as detailed in the appendices annexed thereto.

I/We have deposited/depositing herewith the requisite Earnest Money Deposit (EMD) as per details furnished in the Check List.

Authorised Representative of Bidder

Signature :

Name :

Address :

Place:

Date:

DECLARATION BY AUTHORISED SIGNATORY OF BIDDER

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub : **Declaration by Authorised Signatory**

Ref : 1) NIT/Tender Specification No:,

2) All other pertinent issues till date

I/We, hereby certify that all the information and data furnished by me with regard to the above Tender Specification are true and complete to the best of my knowledge. I have gone through the specifications, conditions, stipulations and all other pertinent issues till date, and agree to comply with the requirements and Intent of the specification.

I further certify that I am authorised to represent on behalf of my Company/Firm for the above mentioned tender and a valid Power of Attorney to this effect is also enclosed.

Yours faithfully,

(Signature, Date & Seal of Authorized
Signatory of the Bidder)

Date:

Enclosed : Power of Attorney

DECLARATION BY AUTHORISED SIGNATORY OF BIDDER
(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub : **Declaration by Authorised Signatory regarding Authenticity of submitted documents.**

Ref : 1) NIT/Tender Specification No:,
2) All other pertinent issues till date

I/We, hereby certify that all the documents submitted by us in support of possession of “Qualifying Requirements” are true copies of the original and are fully compliant required for qualifying / applying in the bid and shall produce the original of same as and when required by Bharat Heavy Electricals Limited.

I / We hereby further confirm that no tampering is done with documents submitted in support of our qualification as bidder. I / We understand that at any stage (during bidding process or while executing the awarded works) if it is found that fake / false / forged bid qualifying / supporting documents / certificates were submitted, it would lead to summarily rejection of our bid / termination of contract. BHEL shall be at liberty to initiate other appropriate actions as per the terms of the Bid / Contract and other extant policies of Bharat Heavy Electricals Limited.

Yours faithfully,

(Signature, Date & Seal of Authorized
Signatory of the Bidder)

Date:

NO DEVIATION CERTIFICATE

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub : **No Deviation Certificate**

Ref : 1) NIT/Tender Specification No:,

2) All other pertinent issues till date

We hereby confirm that we have not changed/ modified/materially altered any of the tender documents as downloaded from the website/ issued by BHEL and in case of such observance at any stage, it shall be treated as null and void.

We also hereby confirm that we have neither set any Terms and Conditions and nor have we taken any deviation from the Tender conditions together with other references applicable for the above referred NIT/Tender Specification.

We further confirm our unqualified acceptance to all Terms and Conditions, unqualified compliance to Tender Conditions, Integrity Pact (if applicable) and acceptance to Reverse Auctioning process.

We confirm to have submitted offer in accordance with tender instructions and as per aforesaid references.

Thanking you,

Yours faithfully,

(Signature, date & seal of authorized
representative of the bidder)

DECLARATION CONFIRMING KNOWLEDGE ABOUT SITE CONDITIONS
(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub : **Declaration confirming knowledge about Site conditions**

Ref : 1) NIT/Tender Specification No:,
2) All other pertinent issues till date

I/We, _____ hereby declare and confirm that we have visited the Project Site as referred in BHEL Tender Specifications and acquired full knowledge and information about the Site conditions including Wage structure, Industrial Climate, the Law & Order and other conditions prevalent at and around the Site. We further confirm that the above information is true and correct and we shall not raise any claim of any nature due to lack of knowledge of Site conditions.

I/We, hereby offer to carry out work as detailed in above mentioned Tender Specification, in accordance with Terms & Conditions thereof.

Yours faithfully,

(Signature, Date & Seal of Authorized
Representative of the Bidder)

Date :
Place:

DECLARATION FOR RELATION IN BHEL

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder failing which the offer of Bidder is liable to be summarily rejected)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub : **Declaration for relation in BHEL**

Ref : 1) NIT/Tender Specification No:

I/We hereby submit the following information pertaining to relation/relatives of Proprieter/Partner(s)/Director(s) employed in BHEL

Tick(✓) any one as applicable:

1. The Proprieter, Partner(s), Director(s) of our Company/Firm DO NOT have any relation or relatives employed in BHEL

OR

2. The Proprieter, Partner(s), or Director(s) of our Company/Firm HAVE relation/relatives employed in BHEL and their particulars are as below:

(i)

(ii)

Signature of the Authorised Signatory

Note:

1. Attach separate sheet, if necessary.
2. If BHEL Management comes to know at a later date that the information furnished by the Bidder is false, BHEL reserves the right to take suitable against the Bidder/Contractor.

NON DISCLOSURE CERTIFICATE

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

NON DISCLOSURE CERTIFICATE

I/We understand that BHEL PS __ is committed to Information Security Management System as per their Information Security Policy.

Hence, I/We M/s.....
who are submitting offer for providing services to BHEL PS __ against
Tender Specification No: _____,
hereby undertake to comply with the following in line with Information
Security Policy of BHEL PS __, _____

- To maintain confidentiality of documents & information which shall be used during the execution of the Contract.
- The documents & information shall not be revealed to or shared with third party which shall not be in the business interest of BHEL PS__.

(Signature, date & seal of Authorized
Signatory of the bidder)

Date:

BANK ACCOUNT DETAILS FOR E-PAYMENT

(To be given on Letter head of the Company /Firm of Bidder, and **ENDORSED (SIGNED & STAMPED) BY THE BANK** to enable BHEL release payments through Electronic Fund Transfer (EFT/RTGS))

1. Beneficiary Name :
2. Beneficiary Account No. :
3. Bank Name & Branch :
4. City/Place :
5. 9 digit M ICR Code of Bank Branch :
6. IFSC Code of Bank Branch :
7. Beneficiary E-mail ID :
(for payment confirmation)

NOTE: In case Bank endorsed certificate regarding above has already been submitted earlier, Kindly submit photocopy of the same

FORMAT FOR SEEKING CLARIFICATION

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub : **Request for Clarification**Ref : 1) NIT/Tender Specification No:,
2) All other pertinent issues till date

Sl no	Reference clause of Tender Document	Existing provision	Bidder's query	BHEL's clarification
1				
2				
3				
4				
5				
6				

Yours faithfully,

(Signature, date & seal of Authorized
Representative of the Bidder)