



**BHARAT HEAVY ELECTRICALS LIMITED: RUDRAPUR
(HUMAN RESOURCE MANAGEMENT DEPARTMENT)**

No: BHE: RU: HR: GM (I) Car: 17-18:

Dated 24.02.2017

M/s _____

OPEN TENDER NOTICE NO: BHE: RU: HR: GM (I) Car: 2017-18

Instructions & Opening of tenders: Receipt & Opening of tenders:

- A. The bids in sealed cover I containing "Technical Bid" and sealed cover II containing "Price Bid" should be placed in third envelope super scribing "**Hiring of A/C Swift Dzire Car manufactured in 2016 or later with driving facility , opening on 17.03.2017, 03.00 PM**" and addressed to

Sr. Executive, Human Resource Management
BHEL-CFP, Rudrapur, Dist. Udham Singh Nagar,
Uttarakhand- 263153

- B. Sealed tenders may be submitted in tender box placed in New Administrative Building of BHEL-Rudrapur, up to **1400 hrs. (2:00PM) on 17.03.2017** by firms/ agencies having adequate experiences in this field.
- C. Total tender document set **except price bid** shall be submitted in Technical Bid envelope. Only Technical bid will be opened on 17.03.2017 at 03.00 PM in the presence of interested parties available at the time of the opening of the tender. **Price Bid of the technically qualified parties will be opened on later date with intimation to successful parties.**
- D. Any corrigendum/ addendum will be published only at our website www.bhel.com under Tender Notification section. It will automatically become a part of this tender and the party must submit the signed copy (with documents, if required) with this Tender Document.

1. Miscellaneous:

- A. All entries in the tender document should be in one ink. Erasing and over writing is not permitted. All cancellations and insertions should be duly signed by the tenderer concerned.
- B. Tenderer shall fill in all required particulars in the blank space provided for this purpose in the tender documents and also sign each and every page of the tender documents before submitting the tenders.
- C. In quoting the rates the tenderers are advised to take into account relevant factors, including fluctuations in the market rates etc. No claim will be entertained on this account at a later date.
- D. In the event of tender being submitted by a partnership firm, the tender must be signed separately and legibly by each partner or member of firm, or in their absence by the person holding the power of attorney on behalf of the other partners of the firm concerned. Copies of the partnership deed and the power of attorney must accompany the tender.
- E. The work will be awarded to single party on the basis of overall L-1 rates payable. BHEL reserves the right to reject any or all of the tenders, partially or in full, without assigning any reasons thereof.

F. Tender submitted by party in single bid will be summarily rejected. For more information kindly contact HR Department at BHEL-CFP-Rudrapur. Tel. No. : 05944-257265, 272, E-Mail-himanshum@bhel.in, chitras@bhel.in.

2. Validity of Contract:

A. The contract will be valid initially for a period of one year from the date of its commencement.

3. Payment

A. The bill for the work completed will be presented to the HR Department, BHEL, Rudrapur every month. Payment will be made through E-Payment mode only, within 45 days of submission of bills by the contractor.

4. Termination of the contract:

A. If the contractor(s) fails or neglects or refuses to observe/perform any of the terms and conditions/obligations of/or under the contract, BHEL may without prejudice to other right terminate the contract without assigning any reason thereof and with 30 days' notice and recover from the contractor(s) any damages suffered by it on account of the failure, neglect, refusal, violation or any part thereof including the amount by which the cost of completing the work left by any other agency shall exceed the amount in the contractor in the contractor under this contract.

5. General terms and conditions which will be part of contract Agreement:

A. The car proposed to be hired should be **A/c Swift Dzire Car manufactured in 2016 or later** with driving facility.

B. The contract shall be initially valid for a period of 01 (one) year, with a provision to extend it further on same terms and conditions at the sole discretion of BHEL depending upon requirement of the company and the performance of the vehicle.

C. BHEL shall pay monthly rent as per work order awarded. The charges so paid shall be inclusive of all taxes, duties and levies as charged by Govt. from time to time and the total cost of maintenance of the vehicle.

D. The vehicle should be insured with Insurance agencies under 'Comprehensive' Insurance' terms and Insurance charges, Accidental claim insurance of driver during the contract period shall be borne by the contractor.

E. **The Driver (SW) for the Car will be provided by the contractor.** The driver of the car should hold valid driving license, be well mannered and be free from any infectious disease. The driver should be in a proper uniform, to be supplied by the contractor at his own cost, at all times of duty. The contractor shall arrange to make available the police verification in respect of driving staff arranged by them, from the place of his/their permanent & present residence. In case it is found that the service rendered by the hand (s) provided by the contractor is/are not satisfactory, he shall make immediate alternate arrangements.

F. **The vehicle shall be on normal duty for 12 hours daily on all days of the week (Seven) days.**

G. The vehicle taken on hire shall be used exclusively by BHEL and after duty the vehicle should be parked in the premises of BHEL.

- H. **The cost of fuel (diesel) for running the car will be reimbursed by BHEL as per the mileage 18 (Eighteen) kms. Per litre of diesel. Diesel prices prevailing at Rudrapur shall be applicable for making reimbursement.**
- I. That the contractor will ensure availability of the vehicle at all times. In case if contractor is not able to provide the car as required by BHEL then BHEL may make alternate arrangement at the risk & cost of contractor. The expenditure will be deducted from the bill of contractor. The vehicle may be released for emergency servicing and maintenance at the sole discretion of BHEL, on the request of contractor. However, alternate equivalent car acceptable to BHEL shall be provided by contractor before the release of vehicle. In case the vehicle is withheld by the contractor for the days over and above the approved days, or fails to provide an alternative vehicle, proportionate penalty shall be imposed on the contractor for that particular period.
- J. Two sets of white seat covers and curtains in the vehicle shall be provided with the vehicle and it should be ensured by the contractor that the canvas roof, side and back coverings, tyres etc. are always in perfect condition.
- K. The vehicle should have all All India Taxi permit and the contractor shall be required to take care of Vehicle Registration, Road-tax, Comprehensive Insurance and other taxes etc., failing which the vehicle shall not be taken on the duty and BHEL shall have every right to hire another vehicle in its place and adjust the charges from the bill of the contractor.
- L. In case the vehicle meets with an accident while on duty, the contractor shall be responsible for taking care of all the formalities i.e. security of the vehicle, FIR, Insurance & repair etc. and all the claims arising out of it or any other consequential damages as per law. In case of any amount spent by BHEL, the same shall be deducted from the dues of the contractor.
- M. This agreement can be terminated after one month's notice from BHEL to the contractor without assigning any reason.
- N. Photocopies of Registration Book, Comprehensive Insurance (of driver & passengers) & Taxi permit and the driver(s)'s driving license etc. shall be deposited in Accounts department of BHEL.
- O. Vehicle will be examined from time to time by HR department of the company and in case any deficiency found by them suitable/necessary and immediate action shall be taken by the contractor.
- P. Monthly charges and/or other charges payable to the contractor shall be paid through E-Payment mode.
- Q. **In case vehicles so hired is required to run beyond the specified limit of 2500 kms.in any Month, payment for the same will be made for such additional kilometers run in terms of the rates Rs 2.00/- per KM beyond normal fuel charges payable to contractor. The rate of diesel shall be as prevalent in Rudrapur city.**
- R. **In case the vehicle goes out of Rudrapur and the vehicle is asked to halt at some place for the night, then night Halt Charges will be paid at the rate of Rs. 300/- per night of halt. Halt period will be treated as not running.**
- S. The vehicles(s) provided by the contractor should always be in good running condition and free from breakdown.
- T. The logbook of the vehicle(s) should be got duly signed at the close of duty everyday by the drivers of the vehicles.

- U. Punctuality/Observance of timings is very important.
- V. Registration of **Employees Provident Fund, ESI & Service Tax** to be submitted along with Tender.
- W. **Vehicle running beyond 12 Hrs on any day shall be paid at the Rate of Rs. 50/- per Hour.**

6. Miscellaneous:

- A. The contractor should be registered with the appropriate authorities, necessary proof(s) of which should be produced prior to the awarding of contract failing which the contract shall not be awarded under any circumstances.
- B. Parties should be registered/bonafide having a contract phone number (Landlines and/or Mobile)
- C. Any deviation with ulterior motive / manipulation of any sort during the tenancy of the contract shall be /will be considered as a breach of contract and the same will be liable for cancellation immediately with advance of one month notice.
- D. Contract may also be terminated by BHEL on serving of an advance notice of one month without assigning any reasons thereof.

7. Arbitration:

- A. All disputes between the contractor and BHEL arising out of or relating to the awarding of contract and its operation shall be referred to the arbitration of person to be nominated by Unit Head, Bharat Heavy Electricals Limited, Component Fabrication Plant (CFP), Rudrapur and the decision of the arbitrator shall be final and binding on the parties.

8. Jurisdiction:

- A. All disputes claims or actions arising out of under or in connection with the contract shall be subject to the exclusive jurisdiction of the courts having jurisdiction over BHEL, Rudrapur.

Other terms & Conditions as per attached annexure – A to F.

Signature with Seal:

Name:

Address:

E-Mail Address:

Contact Phone No(s)

Micro and Small Enterprises (MSE) CLAUSE:

1.0 Any Bidder falling under MSE category, shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer.

Type Under MSE	SC/ST Owner	Other
Micro		
Small		

If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSE category.

MSE bidders 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 as **Annexure - MSE** where deemed validity of EM-II certificate of five years has expired) applicable for the relevant financial year (last 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 bids at par with other bidders. No benefits shall be applicable for this enquiry if any deficiency in the above required documents are submit 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 Gazetted officer.

1.1. MSEs shall be exempted from payment of tender fee.

1.2. MSEs shall be exempted from payment of earnest money at the time of tender deposit.
However, there is no exemption of security deposit submission.

Date:

(Signature/Seal)

Party Name -

Mobile Number -

Address -

CERTIFICATE BY CHARTERED ACCOUNTANT ON LETTER HEAD

This is to Certify that M/S (Hereinafter referred to as 'company') having its registered office at..... is registered under MSMED Act 2006, (Entrepreneur Memorandum No (Part—II) dtd:..... , Category:(Micro/Small)). (Copy enclosed). Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year..... as per MSMED Act 2006 is as follows:

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

2. For Service Enterprises: Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act,2006: Rs.....Lacs (Strike off which is not applicable) The above investment of RsLacs is within permissible limit of Rs.....Lacs for Micro / Small (Strike off which is not applicable) Category under MSMED Act 2006. Or the company has been graduated from its original category (Micro/Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name -

Membership number -

Seal of Chartered Accountant-

CONTRACTOR'S OBLIGATIONS CONTRACTUAL

- a. (i) BHEL recommends following additional payment to be made to the contract worker. This will be in addition to the minimum wages fixed by the state government from time to time.

Sl. No.	Category	Additional BHEL Wages/Day (Rs.)	Additional BHEL Wages/Month (Rs.)
01	Un-Skilled	123.08/-	3200.00/-
02	Semi-Skilled	142.31/-	3700.00/-
03	Skilled	157.69/-	4100.00/-
04	High- Skilled	157.69/-	4100.00/-

- (ii) Contractor shall pay to the contract worker, additional wages recommended by BHEL and minimum wages as fixed by State Government from time to time.
- (iii) PF/ESI and other statutory contributions will be made by the contractor taking into account both the additional wages and minimum wages fixed by the State Government.
- (iv) Contractor shall make payment to the contract worker through bank mode.
- (v) For all purpose, the minimum wages shall mean minimum wages fixed by the State Government and the additional wages recommended by BHEL.
- b. Contractor shall decide the number of employees to be deployed for execution of the work awarded to him and he or his authorized representative will be solely entitled to dictate such workers about the manner of carrying out the work as per the prescribed specifications and quality plan.
- c. Contractor shall supervise the work allotted to him and to be carried out by his employees. A supervisor will specifically be required to be provided. The contractor will intimate in writing the detail of the supervisor, in advance. In case, he has to replace the supervisor, he will intimate the same well in advance.
- d. Contractor to ensure that the employees 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.
- e. Contractor to maintain appropriate records of his employees deployed to carry out the job(s).
- f. **Contractor should issue appointment letters to his employees.**
- g. **Contractor to provide employment card/Identity card with photograph duly verified and attested by the Contractor to his employees.** In its absence the BHEL or authorized agency can deny entry into the factory, for which the contractor shall be solely held responsible. Contractor to indicate the name of the proprietary/partnership firm/company, place of work, contract number and duration of validity of card.
- h. Contractor will be responsible for the good conduct of his employees. In case of any misconduct/misbehavior by any employee, the contractor will replace such employee(s) immediately.
- i. 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.

- j. Contractor will keep watch on his employees and he 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.
- k. Contractor to provide safety appliances and safety shoes to his employees. The contractor shall be responsible for enforcing all safety regulations as applicable.
- l. The contractor has to provide a distinct uniform different from BHEL employees. The Uniform should have logo of the Contractors firm / company. The uniform shall be kept in neat, tidy and wearable condition. Wherever necessary, the Cap shall be integral part of the uniform. This is to be mandatorily provided by the contractor and no demand of payment shall be made before BHEL on this account.
- m. Contractor to ensure that all precautions are taken for safety of his employees and equipment.
- n. In the event of termination of contract for any reason whatsoever, the contractor shall issue termination letter and withdraw all his employees from the establishment of BHEL. In case contractor decides to terminate services of his employees, he should settle all terminal dues including PF/ESI/Bonus/Gratuity/retrenchment compensation etc.
- o. Contractor shall provide to his employees all tools, tackles and equipment and maintain the same to carry out the job under the contract at his cost and if necessary contractor may take insurance policy of his men, material, equipment and tools and tackles.
- p. Contractor shall provide safety appliances and maintain the same at his own cost which may be required under the statute or otherwise.
- q. Contractor shall provide material at his cost as mentioned in the contract to his employees for carrying out the job.

MEASUREMENT OF WORK AND PAYMENT THEREOF

- a. A Measurement Book will be maintained in the Unit by the authorized representative of BHEL who shall make entries regarding the work executed by the contractor under different heads. These entries will be counter-signed by the contractor or his duly authorized representative.
- b. Short comings, if any, in the work executed by the contractor will be pointed out by the designated employee to the Contractor or his authorized representative and the same will be rectified by him within 3 days to the satisfaction of the designated employee.
- a) Payments will be made to the contractor on achieving milestone /on the basis of work carried out by him.
- b) Consumption of material will be verified through challan for entering of material at Factory gate.
- c) All payments will be subject to deduction of income tax at source as per Income Tax and Service Tax as per the applicable Rules.
- d) Contractor must have financial capability to pay wages and discharge statutory liabilities on time without depending on payment from BHEL.
- e) Contractor must make payment of wages and PF/ESI dues and only then should submit the bill along with documentary proof for the relevant period.

- f) Contractor should take the initiative to switch to bank payment mode instead of traditional cash payment mode for wage payment.
- c. Payment towards work satisfactorily executed will be made to the contractor at the rates quoted in price bid. The payment will be made within 45 days of the submission of complete and correct bill along with necessary documents.

Towards statutory liability

- a. All statutory requirements under Minimum Wages Act, 1948, Payment of Wages Act, 1936, Workmen Compensation Act, 1923, EPF & MP Act, 1952, Payment of Gratuity Act, 1972, ESI Act, 1948, The Contract Labour (R&A) Act, 1970, Payment of Bonus Act, 1965, Income Tax Act, Service Tax Act and all other applicable Acts shall be complied with by the contractor.
- b. **Statutory Bonus shall be made by the contractor.**
- c. Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.
- d. Contractor shall ensure payment of statutory prescribed minimum wages and BHEL recommended additional wages as applicable from time to time in the presence of authorized representative of BHEL and maintain proper records of their timely disbursement. Contractor has to pay the wages on or before the 7th day of the month. It shall not be delayed on the pretext of payment delay from BHEL/ financial problem/ any other reason. **Failure to disburse wages within the stipulated date may attract tough actions, including penalty from BHEL.** These records need to be preserved for a period of at least 3 years and should be made available even after the contract is over for any verification by the statutory authorities / BHEL authorities.
- e. Contractor to provide PF pass book to his employees and ensure payment of PF, EDLI, pension dues under EPF & MP Act, 1952 to the RPF. Contractor must facilitate the Transfer/ withdrawal/ loan requirement of the worker by filling correct information and processing the application on time.
- f. Contractor shall ensure payment of ESI contribution under ESI Act, 1948 and provide ESI membership No. /card of each employee. **Contractor to ensure that new ESI no. is not generated, if the worker already has ESI no.** In any case the worker must not have more than one ESI no. **Contractor, to ensure that their workers have ESI biometric card and must support them in getting medical/claim benefit from ESI.**
- g. 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. **Contractor to issue wage slips to his employees at least one day before the payment of wages.**
- h. Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.
- i. Contractor shall be solely responsible for nonpayment/ delayed payment of wages/ DA, contributions under EPF & MP Act, ESI Act etc.
- j. 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.

- k. Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
- l. The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
- m. Contractor to obtain insurance cover for his employees / equipment / tools and tackles etc. and take third party risk insurance coverage at his own cost. BHEL shall not be responsible for any loss, damage, pilferage of his property and / or his employees.
- n. Contractor should have independent code numbers/ exemptions under EPF & MP Act, 1952 and ESI Act, 1948 and shall cover his employees under the said codes. The contractor will be required to compulsorily make the contributions upto the statutory wage ceiling.
- o. Payment of bonus under the Payment of Bonus Act, Payment of gratuity under the Gratuity Act, and retrenchment compensation under Act will be the sole responsibility of the contractor. **Contractor has to pay Statutory Bonus to worker by Nov 30 and submit the copy of compliance to Labour Authorities and intimate the BHEL.**
- p. **Over and above the daily wage rate, payment shall be made for leave with wages.**
- q. Contractor shall observe Provisions of the Factories Act in respect of working hours, holidays, rest intervals, leave and overtime to his employee. No work shall be done on second/third shift, overtime, Sundays or on other declared holidays without written permission.
- r. In case a contractor employs women as employee he will discharge his obligation under law in respect of such women workers such prohibition of engaging them during night-hours, prohibition of employing them for more than 9 hours per day, provision of crèche facility, grant of maternity leave as per rules etc.

ANNEXURE – C

Security deposit shall be as per works policy (5% of total awarded work value) as security with BHEL in the form of DD/EFT/pay order / FDR in the name of contractor A/c - BHEL duly discharged on the back. Alternatively, the amount of security deposit can be adjusted partly from EMD and balance amount from subsequent bills. However 50% of the SD will be deposited in cash/ in the form of Demand Draft /FDR in the name of Contractor A/c-BHEL and balance 50% can be recovered @10% from running bills. No interest shall be payable on the security deposit.

EMD

1. The EMD for this contract is **Rs. 10,000/-**.
2. Bidder has to submit EMD along with the Technical Bid. The EMD may be accepted only in the following forms:
 - (i) Cash deposit as permissible under the extant Income Tax Act (before tender opening)
 - (ii) Electronic Fund Transfer credited in BHEL account (before tender opening)
 - (iii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer)
3. The details of the EMD is too filled in the Technical Bid format and supporting document attached.

4. Forfeiture of EMD.
 - A. EMD by the Tenderer will be forfeited if after opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
 - B. In case, Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract, then the EMD will be forfeited.
 - C. EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.
5. EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of Award of work. Tenderer should fill the bank details in the Technical Bid format carefully as the refund will be done in that account.
6. EMD shall not carry any interest.
7. EMD of successful tenderer will be retained as part of Security Deposit.

Security Deposit

1. 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 the required Security Deposit of 5% of the contract value may be accepted 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 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).

3. At least 50% of the required Security Deposit, including the EMD, should be collected before the start of work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.
4. The security deposit shall be liable to be returned to the contractor after termination of the contract or at the end of it, subject to deduction on account of company dues, non-deposit of statutory dues etc.
5. The Security Deposit shall not carry any interest.

Penalty Clause

BHEL shall have the right to stop the work or impose the penalty on the following conditions:

1. Any discrepancy noticed in the operation of contract, may lead to immediate termination of contract.
2. That the contractor will ensure availability of the vehicle at all times. In case if contractor is not able to provide the car as required by BHEL then BHEL may make alternate arrangement at the risk & cost of contractor. The expenditure will be deducted from the bill of contractor.
3. Penalty for non-availability of Vehicle/Driver will be levied @ Rs. 1000/- per day.

GENERAL TERMS & CONDITIONS

- a. 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.
- b. The contractor shall maintain regular contact with the designated employee(s) of BHEL and will interact on matters relating to the work awarded under this contract.
- c. 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 without assigning any reason whatsoever. In such an event, no damages will be payable for short closure of the contract.
- d. **On termination of Contract, Contractor will provide evidence of making all the due payments to the worker and statutory authorities. He will sign the PF withdrawal/ transfer form and submit Form 9A to PF Office. He will also give an indemnity undertaking of complying all the statutory dues and indemnify BHEL. Security Deposit will be returned only after the contractor discharges his obligations.**
- e. 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.
- f. Any matter arising out of or in connection with the agreement shall be under jurisdiction of Rudrapur Court.
- g. **Notwithstanding anything contained in this Agreement, the contract may be terminated by BHEL without assigning any reason thereof by giving a notice of 30 days to the contractor.**
- h. The contract will commence on the date of award of the work order and will remain valid for a period of 01 year from the date of commencement of work. The parties reserve the right to extend the contract on mutually agreed terms and conditions.

All disputes arising in connection with the contract shall be settled by mutual consultation. If no agreement is reached the dispute shall be settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules made there under. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of the Unit of BHEL CFP Rudrapur. The award of the arbitrator shall be final and binding on both the Parties. The venue of the Arbitration shall be Rudrapur in India. The Award to be given by the Arbitration shall be a speaking award. All questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of Rudrapur Courts.

TECHNICAL BID

Format for Technical cum Commercial details For supply of AC Swift Dzire Car manufactured in 2016 or later with driving facility		
Sl. No.	Documents/Description	Remarks/Page No.
1	Name & Address of Party	:
2	EPF Registration No. (Enclose a Copy)	:
3	ESI Registration No. (Enclose a Copy)	:
4	Pan Card No. (Enclose a Copy)	:
5	EMD Details (DD/Cash/EFT/Pay Order) (Enclosed with Technical Bid)	
	EMD Receipt No.	: Dated
6	Service Tax Registration No. (Enclose a Copy)	:
7	Bank Account Details	
	IFSC Code No.	:
	Account No	:
	Bank Name	:
	Branch Name	:
8	Acceptance for E-Payment	: Yes
9	Acceptance to provide trained/qualified staff (The driver should be experienced and hold valid driving license.)	: Yes
10	Acceptance of all terms & conditions of contract by signing & stamping of all technical documents of tender.	:
11	Micro and Small Enterprises (MSE), if any (Enclose Certificate)	:
12	Confirmation for adherence to tender submission procedure (Non- adherence to tender submission procedure will disqualify the party)	: Yes
13	Note: The party should submit all the documents mentioned in Sl. No. 02, 03, 04, 05, 06, 07 & 12 and Acceptance/details for Sl. No. 01, 08, 09, 10 & 11. These are mandatory qualifying criteria & non fulfilment of any one or more criteria shall make the party technically rejected.	

**Auth. Signature
With Seal**

Name of the Party:

Address:

Contact Details:

E-Mail Address:

PRICE BID FORMAT (To be submitted in a separately sealed envelope)**For supply of AC Swift Dzire Car manufactured in 2016 or later with driving facility:**

Description of Scope	Rate per Month (Rs.)
Monthly Rental Charges for Supply of AC Swift Dzire Car manufactured in 2016 or later (Including Driver) Fuel charges shall be reimbursed as per clause 5 (H) Additional payment for car running beyond 2500 kms per month shall be as per clause 5 (Q) Outstation halt charges shall be as per clause 5 (R) Vehicle running beyond 12 Hrs as per clause 5 (W)	

Taxes & Duties: Extra as applicable.

DECLARATION:

This is to declare that the above monthly charge is including the cost of maintenance of the vehicle. The above rate shall be valid for the entire period of 01 year. The vehicle is registered with the authorities and is insured with insurance agencies under 'comprehensive insurance' terms.

Important Note:

BHEL recommends additional wages over and above the minimum wages fixed by the state government to be paid by the contractor, according to the grade of the worker (Refer Annexure A, Point a). I have read the point and give my commitment to pay the additional wages recommended by BHEL to the contract worker, besides the minimum wages fixed by State Government, for which I will not claim any additional/ separate payment from BHEL.

All Terms & Conditions are accepted.

Authorized sign. With seal:

Name of the party:

Address:

Contact details:

E-Mail Address: