

BHARAT HEAVY ELECTRICALS LIMITED
(A Government of India Undertaking)
Unit : TIRUVERUMBUR, BOILER PROJECT, P.O.
TIRUCHIRAPALLI - 620 014.

MAINTENANCE AND SERVICES / TRANSPORT

NOTICE INVITING TENDER

- 1 Name of work : SUPPLY OF DIESEL NON AC 12 SEATER PASSENGER VAN -
MODEL 2011 OR SUBSEQUENT YEARS ON HIRE BASIS.
- 2 Tender No : BHE:M&S:PR:89872468
- 3 Value of contract : Rs. 14 Lakhs (approx.)
- 4 EMD Amount :Rs. 10,000/-
- 5 Security Deposit : As per Work Policy
- 6 Contract period : TWO YEARS
- 7 Last Date for Receipt of Tenders : 08.07.2014 - 14.30Hrs.
- 8 Date of Tender Opening (Technical bid): 08.07.2014 - 15.00Hrs.
- 9 Tender should be
addressed to: **THE SENIOR MANAGER,**
MAINTENANCE & SERVICES/PLANNING,
2&4 BUILDING, BHARAT HEAVY ELECTRICALS LIMITED,
HIGH PRESSURE BOILER PLANT,
TIRUCHIRAPPALLI - 620014,
TAMIL NADU - INDIA.

ISSUING OFFICER

PART -I (TECHNICAL BID)

SECTION - I QUALIFYING CRITERIA

TENDER NO.:

The bidder has to meet the following requirements to get qualified for submitting tender for the operation of Diesel Non AC 12 seater Passenger Van model 2011 or subsequent years on hire basis for a period of 2 years.

| SL.No. | REQUIREMENTS | BIDDER'S RESPONSE |
|---------------|--|--------------------------|
| 1 | The bidder who have a travel (proprietary or partner ship)with service tax number & pan card number are eligible to participate in the tender. | |
| 2 | The bidder who have one number of T - board car / 12 seater Van(any model) in their own or in the name of the partner. | |
| 3 | The bidder shall accept to supply 1 No. of Diesel Non AC 12 seater Passenger Van model 2011 or subsequent years for 24 Hrs operation in all 365 days including sundays and holidays. | |
| 4 | Services offered by the bidder must meet the requirements of contract as detailed in the Tender specification. | |

SECTION-II**COMPANY PROFILE**

| SL.No. | PARTICULARS | BIDDERS RESPONSE |
|---------------|---|-------------------------|
| 1 | Name of Service provider/Cabs/Travels Agency | |
| 2 | Status of the Service provider/Cabs/Travels agency | 1.Proprietary |
| | | 2.Partnership |
| 3 | Full address of the Service provider/Cabs/Travels agency | |
| 4 | Name of the Proprietor/Partner (in case of Partnership, registered deed copy should be submitted) | |
| 5 | Registration No . and date (copy should be enclosed) | |
| 6 | Telephone Land line No. / Mobile No./ e-mail id of the firm | |
| 7 | PAN Card No(copy should be enclosed) | |
| 8 | Service Tax No.(copy should be enclosed) | |

SECTION – III**BID/OFFER FORMAT****The Bidders to note the following: --**

| SLNo. | REQUIREMENTS | BIDDERS COMPLIANCE |
|--|---|---------------------------|
| 1 | The Bidder shall submit the offer in TWO PARTS in two separate covers | |
| | 1.Technical (Part-I) | |
| | 2. Price Bid (Part-II) | |
| | (Covers should be superscripting Tender No.) | |
| 2 | D.D for E.M.D should be submitted in a separate cover and superscripting the cover 'EMD'. (The Tender without EMD is liable to be rejected.) | DD No. & Date |
| 3 | All the above 3 covers put into a large single cover and superscripting Tender Notice No: | |
| 4 | The Part-I Technical bid alone will be opened on the Tender opening date | |
| 5 | Part-II Price Bid of technically suitable bidders alone will be opened after giving prior intimation. | |
| IMPORTANT POINTS TO BE TAKEN CARE OF WHILE SUBMITTING OFFER | | |
| a | Should a bidder find discrepancies or omissions in the tender documents or should there any doubt as to their meaning, he should at once address the authority inviting the tender, for clarification well before the due date, so as to submit his tender in time. (No extension of time shall be given for submission of the tender on any account. | |
| b | Conditional and late tenders, tenders containing prima-facie absurd rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions herein contained and the tenders not in original ARE LIABLE TO BE REJECTED | |
| c | All entries in the tender documents should be in one ink. Erasures and overwriting are not permitted. All cancellations and insertions should be duly attested by the bidders concerned. | |
| d | Rates should be quoted as per the Work / Rate schedule. Rates quoted in any other form will not be accepted and will be rejected. | |

| | | Bidder's Response |
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| e | Unit rates should be quoted in figures as well as in words for all the items shown in the attached schedule. Wherever there is a difference in the two, the rates in words will be taken as final. | |
| f | The tender must be signed separately and legibly by Partner /Director of the Firm or by the person holding the Power of Attorney on behalf of the Firm concerned. In the latter case, a copy of Power of Attorney, duly attested by a Notary Public must accompany the tender. | |
| g | If a bidder deliberately gives wrong information in his tender or creates conditions favourable for the acceptance of his tender, the BHEL RESERVES THE RIGHT TO REJECT SUCH TENDER AT ANY STAGE. | |
| h | Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires. | |
| i | Canvassing in any form in connection with tenders is strictly prohibited and the tenders submitted by the Bidders who resort to canvassing will be liable for rejection. | |
| j | If a bidder withdraws his offer after submission of his tender or after acceptance of his tender, fails to start the work in accordance with the instructions of BHEL, the Earnest Money Deposited by him shall be forfeited. | |
| k | Should a bidder's or a Contractor's or in the case of a firm or company of contractors/any of its shareholder's or shareholder's relative is employed in BHEL, the authority inviting the tenders shall be informed in writing of this fact at the time of submission of the tender, failing which the tender may be disqualified, or if such fact subsequently comes to light, the contract may be cancelled. | |
| l | The bidder should sign and stamped in all pages of documents. | |
| m | Submission of tenders by hard copy only. | |
| n | The service provider should cover PF & ESI for all the the drivers engaging for duty. | |

SECTION - IV

CONTRACT TECHNICAL REQUIREMENTS

SPECIFICATION CUM COMPLIANCE CERTIFICATE FOR SUPPLY OF DIESEL NON AC 12 SEATER PASSENGER VAN MODEL 2011 OR SUBSEQUENT YEARS on hire basis for a period of 2 years.

| Sl. No | Requirement conditions of Contract: -- | Bidder's Response |
|--------|--|-------------------|
| 1.1 | This contract envisages providing 1 No. of Diesel Non AC 12 seater Passenger Van - Model: Year 2011 or subsequent years on Hire basis for a period of 2 years to meet the transport needs of BHEL, Tiruchirapalli unit. | |
| 1.2 | The service provider / Cabs / Travel agency shall accept to supply 1 No. of Diesel Non AC 12 seater passenger Van - Model: Year 2011(Registration year:2011) or subsequent Years on hire basis on award of contract in their own / firms name. | |
| 1.3 | After completion of the contract period (2 years) , if required BHEL may extend operation of above contract for a further period as per the existing rate and contract conditions. | |
| 1.4 | The VAN shall kept at BHEL Transport for 24 Hrs operation on all 365 days including Sundays & Holidays for Two years. | |
| 1.5 | The service provider / Cabs / Travel agency must have two drivers. | |
| 1.6 | The actual parking charges incurred during operation (Airport / Railway Stations etc.,) will be reimbursed by production of the original receipt without any corrections or over writings. | |
| 1.7 | The service provider / Cabs / Travel agency should ensure that the drivers are available at the vehicle all the time during operation. | |
| 1.8 | The VAN should be in good condition always and if any repairs identified or brake down or service etc., the contractor should provide an good conditioned altermate same model Van with in a short period of one hour. | |
| 1.9 | The contractor should quote the rate asper the rate schedule in the tender. | |
| 1.10 | Emission certificate should be produced once in a year from the authorised agency by govt. | |
| 2 | <u>REQUIREMENTS OF VEHICLE</u> The service provider / Cabs / Travel agency should fulfil the following requirements in respect of the vehicle during the execution of the contract. | |
| 2.1 | All the 12 seats shall be in good condition always. | |
| 2.2 | Stepney tyre with inflated condition to rated air pressure. | |

| | | Bidder's Response |
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| 2.3 | Jockey and hand tools | |
| 2.4 | Spare fuses. | |
| 2.5 | The vehicle should always to be kept very clean both internally and externally . | |
| 2.6 | Fuel should be always above half tank level. | |
| 2.7 | Playing audio player or radios in the VAN is strictly Prohibited within the factory premises. | |
| 3 | <u>DRIVER</u> The Transport operator should fulfill the following requirements in respect of the driver during the execution of the contract. | |
| 3.1 | Drivers should be paid as per the govt.fixed minimum salary. | |
| 3.2 | Driver should possess valid driving LMV licence. | |
| 3.3 | Driver should have minimum 3 years driving experience. | |
| 3.4 | Driver should possess badge number. | |
| 3.5 | Driver should wear neat white uniform (Pant and Shirt), shoes/ formal chappels during the duty hours. | |
| 3.6 | Driver should not wear casual dress and footwear. | |
| 3.7 | Driver should have mobile hand set in good working condition. Any change in mobile number should be intimated immediately to Transport dept / BHEL. | |
| 3.8 | Driver should not be changed frequently unless otherwise warranted. | |
| 3.9 | Driver should adhere to the instructions given by Supervisor-in-charge. | |
| 3.1 | Driver should not exceed the speed limit of 20km/hr within the company premises and township. | |
| 3.11 | Driver should follow the strictly the motor vehicle rules. | |
| 3.12 | Driver should not demand any money from the user. | |
| 3.13 | Driver should be ready to show the PLACARD near the entrance in Airpot, Railway staion etc.while receieing the company guest. | |
| 3.14 | Drivers should be at the age group of 23 yrs to 40 yrs. Necessary general health checkup certificates from a recognised hospitals to be submitted to BHEL once in year. | |
| 4 | OPERATION | |

| | | Bidder's Response |
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| 4.1 | The Van shall kept at BHEL Transport for 24hrs operation on all 365 days including Sundays & Holidays. | |
| 4.2 | Trip sheet for VAN engaged will be supplied by BHEL. It is the responsibility of the VAN drivers to get all the columns for each and every movement filled and get the entries signed by the user with staff number. | |
| 4.3 | In case of loss of original trip sheet BHEL reserves the right not to entertain the claim. | |
| 4.4 | The VAN drivers should keep the relevant documents (driving Licence, Badge No., road tax token, registration certificate, insurance cover note, fitness certificate of the vehicle, permit etc.) with the VAN and produce as and when required by BHEL. In case of original document is not available immediately, copy of the same must be kept. | |
| 4.5 | The VAN shall be reported in pooling section of BHEL in full readiness and serve for the entire day's operation in all respects. | |
| 4.6 | The VAN should operate only with the "BHEL" name board supplied by BHEL during the time of operation. | |
| 4.7 | The starting and closing km readings will be from BHEL Transport section only and it will be certified by the Supervisor-in-charge. | |
| 4.8 | The service provider /cabs/travel agency should obtain feed back report from the user Official for satisfactory operation of the service / vehicle. Forms will be issued by Transport department / BHEL. | |
| 4.9 | The service provider / cabs / travels agency should not attempt to carry out any kind of repairs pertaining to their vehicles inside the factory premises except for tyre changes during punctures. Incase of breakdown the vehciles has to be taken out of the factory and brought back after satisfactory completion of the complaint. | |
| 5 | <u>GENERAL TERMS AND CONDITIONS</u> | |
| 5.1 | Service provider/Cabs/Travels agency should have local office within 20 km radius from BHEL with independent premises with communication facilities like telephone,cell phone ,and e-mail id. | |
| 5.2 | Details of employment of family members in BHEL of any Partner/Proprietor/Director of the Travel agency/company should be disclosed separately in the application. Non-disclosure of such information will be treated as suppression of fact and attract disqualification/cancellation of registration/contract. The term family member means dependent wife/husband, sons, daughter, step sons, step daughter not separated by court decree and any other person related by blood/marriage. | |

| | | Bidder's Response |
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| 5.3 | Unit rates should be quoted in figures as well as in words with reference to each item of operation and for all items shown in the attached schedule. Wherever there is a difference in the two, the rates in words will be taken as final. BHEL reserves the right to reject the offer in case of any ambiguity in the rates. | |
| 5.4 | The service provider / cabs / travels agency shall not sub-let any portion of the contract. | |
| 5.5 | The service provider / cabs / travels agency shall at his own expense reinstate, make good to the satisfaction of the BHEL Management and pay compensation for any injury to any person, loss or damage caused to any property within BHEL complex. | |
| 5.6 | Rate quoted by the contractor will be firm throughout the currency of contract. | |
| 5.7 | Any addition or deletions or changes in the partnership deed should be informed to BHEL well in advance. | |
| 5.8 | BHEL reserves the right to accept or reject the lowest or any other tender in part or whole and to award the contract to any bidder(s) without assigning any reasons. | |
| 5.9 | Subject as aforesaid the provisions of the Motor Vehicles Act or any Statutory modifications or amendments or re-enactment thereof and the rules made there under from time to time have to be followed by the Transport Contractors. | |
| 5.1 | The service provider / cabs / travels agency should ensure that there should not be any advertisement on the VAN. | |
| 5.11 | The VAN allotted for BHEL use will be checked by BHEL security personnel as and when required. | |
| 5.12 | VAN provided to BHEL on hire will be inspected by BHEL in respect of 1) Appearance of the vehicle (2) running condition of the vehicle (3) Seats (4) physical fitness of the driver and then accepted for use. | |
| 5.13 | BHEL reserve its right to refuse to engage any vehicle even after arrival at the factory, if the driver and the vehicle do not conform to any of the regulation of MV act. | |
| 5.14 | Any mishap (i.e. fire, accident, etc.,) occurring en-route is the complete responsibility of the The service provider / cabs / travels agency. He is also responsible for the safe, comfortable and timely transportation of the passengers. | |
| 5.15 | BHEL shall have the right to cancel the contract at any time if the provisions of the contract has not been adhered. | |
| 6 | PENALTY Penalty for non supply of vehicles will be levied as under: | |

| | | Bidder's Response |
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| 6.1 | A token penalty of Rs.500/- per day for non supply of VAN and in addition the excess expenditure incurred by BHEL on account of engaging an alternate vehicle will be recovered from the service provider / cabs / travels agency. | |
| 6.2 | In case of break-down of the VAN while on operation, the VAN should be replaced by an alternative vehicle within 30 to 60 minutes from the time of breakdown. In case of non-replacement of vehicle in time, BHEL will arrange on its own and recover the amount from the service provider / cabs / travels agency. If supplied the alternate VAN in time, the bills should be prepared combining the total kms and total hrs. of both the VANs (ie. break down VAN and substitute Van). | |
| 6.3 | In case of major maintenance work in the running vehicle, the replacement vehicle provided should be 2011 Model only. | |
| 6.4 | Any amount recoverable from the service provider / cabs / travels agency towards the loss/damage will be adjusted from the outstanding payments due from BHEL or from the security deposit | |
| 7 | PAYMENT TERMS | |
| 7.1 | Hiring charges shall be paid on monthly basis on completion of work and on production of necessary invoices / bills duly certified by the Engineer / In-charge. | |
| 7.2 | Taxes, duties and levies are payable extra by BHEL at prevailing rates as per Government norms. | |
| 8 | EMD & SECURITY DEPOSIT | |
| 8.1 | EMD for the Tender is Rs10,000/- (Rupees Ten Thousands only) . EMD is to be paid in the form of Demand draft drawn in favour of Bharat Heavy Electricals Ltd., Tiruchirapalli - 14 on any of the nationalised Bank. The Tender without EMD is liable to be rejected. The EMD will be converted as Security Deposit if the contract is awarded to the contractor. For unsuccessful bidders EMD amount will be refunded. | |
| 8.2 | BHEL will not be responsible for any delay/loss either in obtaining or in submission of the tender documents in time. The bidders are requested in their own interest to ensure that the completed tender documents reach the undersigned well in time, in a sealed cover superscripting " Ref:No.BHE/IT/ | |
| 8.3 | Security Deposit will be recovered by deduction from the running bills. EMD paid at the time of tender will be treated as part of the Security Deposit. The Security Deposit will be on the following rates: | |
| | i) Upto Rupees 10 lakhs - 10% | |
| | ii) Upto Rupees 50 lakhs - 10% on the first Rs.10.00 lakh & 7.5% on the balance | |
| | However successful contractor has to remit 50% of Security Deposit before starting of work. Balance will be recovered from running bills. | |
| | No Interest shall be allowed on the Security Deposit. | |

SECTION - V

GENERAL TERMS & CONDITIONS OF CONTRACT : --

| SL. No. | REQUIREMENTS | BIDDER'S RESPONSE |
|---------|--|-------------------|
| 1 | The "contractor" means, the individual Firm or Company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the persons composing the firm or Company or the successors of the firm or company and the permitted assigns of such individual or firm or Company. | |
| 1.1 | "The Officer-In charge" means, the Officer deputed by the SM/M&S/PLNG., to supervise the work or part of the work. | |
| 1.2 | "Approved" and "Directed" means, the approval or direction of SM/M&S/PLNG., or person deputed by him for the particular purposes. | |
| 1.3 | BHARAT HEAVY ELECTRICALS LIMITED" (herein after referred to as BHEL) shall mean the Board of Directors, Chairman, Executive Director, General Manager or other Administrative Officer of the said Company including SM/M&S/PLNG authorised to invite tenders and enter into contract for works on behalf of the Company. | |
| 1.4 | The "Contract sum" means, the sum accepted or the sum calculated in accordance with the prices accepted in tender and / or the contract rates as payable to the contractor for the execution of the work during the currency of the contract. | |
| 1.5 | A "week" means, Seven Days, without regard to the number of hours worked or not worked in any day in that week | |
| 1.6 | A "day" means, the day of 24 hours (TWENTY FOUR) irrespective of the number of hours worked or not worked in that day. | |
| 1.7 | A "working day" means, any day other than that prescribed by the NEGOTIABLE INSTRUMENTS ACT as being a Holiday, and consists of the number of hours of labour as commonly recognised by good employers in the trade in the district where the work is carried out or as laid down in the BHEL regulations. | |
| 2 | HEADING TO THE CONTRACT CONDITIONS :- The heading to these conditions shall not affect the interpretations thereof. | |
| 3 | DEVIATIONS:- The contractor shall not carry out any work not covered by schedule except in pursuance of the written instructions of SM/PLNG/M&S ,. No such work shall be valid unless the same has been specifically confirmed and accepted by BHEL in writing and incorporated in the Contract. | |
| 4 | Service Tax and Income Tax levied by the Central Government authorities should be borne by the contractor. The Service Tax will be reimbursed by BHEL as per Government Norms against the payment of Service Tax. | |
| 5 | PLANT AND EQUIPMENT:- The Contractor shall at his own expense, supply all tools plant and equipment (Herein after referred to as T&P) required for the execution of the contract. | |

| 6 | ASSIGNMENT OF TRANSFER OF CONTRACT:- The Contractor shall not without the prior written approval of the BHEL, assign or transfer the contract or any part thereof, or any share, or interest thereon to any other persons. No sum of money which may become payable under the contract shall be payable to any person, other than the contractor unless the prior written approval of the BHEL to the assignment or transfer of such money is given. | BIDDER'S RESPONSE |
|----|--|-------------------|
| 7 | SUB-CONTRACT :- The Contractor shall not sub-let any portion of the contract without the prior written approval of the BHEL . | |
| 8 | COMPLIANCE TO REGULATIONS AND BY-LAWS :- The Contractor shall confirm to the provisions of any statute relating to the work and regulations and Bye-Laws of any local authority. The Contractor shall be bound to give all notices required by statute regulations or By-Laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof | |
| 9 | SECURITY DEPOSIT: -- | |
| a) | <p>Security Deposit should be paid by the contractor. Security Deposit shall be collected from the successful tenderer as per BHEL Works Policy</p> <p>For contract values,</p> <p>Upto Rs.10 Lakhs : 10%</p> <p>Above Rs.10 lakhs up to Rs.50 Lakhs : 1 Lakh + 7.5% of the amount exceeding Rs.10 Lakhs</p> <p>Above Rs.50 Lakhs : 4 Lakhs + 5% of the amount exceeding Rs.50 Lakhs</p> <p>The Security Deposit shall be collected before start of the Work.</p> | |
| b) | <p>Security Deposit may be furnished in any one of the following forms:</p> <p>i) Cash (as permissible under the Income Tax Act)</p> <p>ii) Pay Order, Demand Draft in favour of BHEL, payable at SBI Kailasapuram, Trichy-14</p> <p>iii) Local cheques of scheduled banks, subject to realization.</p> <p>iv) Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back)</p> | |
| c) | <p>Bank guarantee from Nationalised, Scheduled Banks/Public Financial Institution as defined in the companies act such as subject to the maximum of 50% of the total security deposit value. The balance 50% has to be remitted either by cash or in the other form of security. The Bank guarantee format should have the approval of the BHEL.</p> | |
| d) | <p>Fixed Deposit receipt issued by scheduled Banks/ Public Financial Institution as defined in the companies act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.</p> | |
| e) | <p>Security Deposit shall also be recovered at the rate of 10% from the running Bills. However, in such cases <u>at least 50% of the Security Deposit should be remitted before the starting of the work and the balance 50% will be recovered from the running bills.</u></p> | |
| f) | <p>EMD of the successful tenderer shall be converted and adjusted against the Security Deposit. The security deposit shall not carry any interest.</p> | |
| g) | <p>The Earnest Money paid at the time of tender will be adjusted as part of the Security Deposit and the balance amount will be recovered by deduction from the running bills of the contractor at the rates mentioned above.</p> | |

| | | BIDDER'S RESPONSE |
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| h) | Security Deposit shall not be refunded except in accordance with the terms of Security Bond or Agreement. BHEL shall not be responsible for any loss of securities, due to liquidation for any other reasons, what-so-ever or any depreciation in the value of the securities while in their charge or for any loss of interest there on. | |
| i) | All compensation or other sums of money payable by the Contractor to BHEL under the terms of this contract or under any other contract with BHEL may be deducted from the Security Deposit or realised by the sale of the securities or from the interest arising therefrom or from any sums which may be due or may become due to the contractor by BHEL and in the event of this Security Deposit being deducted by reason of such deductions or sale, as aforesaid, the Contractor shall within 7 days thereafter, make good in cash or in securities endorsed as aforesaid, any sum by which the Security Deposit has been reduced | |
| j) | REFUND OF SECURITY DEPOSIT:- The Security Deposit mentioned above may be refunded to the Contractor after termination or expiry of the contract provided always that the Contractor shall first have been paid the last and final bill and have rendered a "NO DEMAND CERTIFICATE | |
| 10.a) | CONTRACTOR'S SUPERVISION:- The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to the SM/M&S/PLNG to act in his stead. Orders given to the Contractor's agent shall be considered to have the same force as if they have been given to the Contractor himself. The Contractor or his accredited agent shall attend when required without making any claim for doing so, either the office of the SM/M&S/PLNG, or the OFFICER-INCHARGE, to receive instructions | |
| b) | The SM/M&S/PLNG, shall have full powers and without assigning any reason, require the Contractor to immediately cease to employ in connection with this contract, any agent, servant or employee where continued employment is, in his opinion undesirable. The Contractor shall not be allowed any compensation on this account. | |
| 11 | The Contractor shall be responsible for providing at his own expense for all precautions to prevent loss or damage from any and all risks and to minimize the amount of any such loss or damage and for the necessary steps to be taken for the said purpose | |
| 12 | DAMAGE & LOSS TO PRIVATE PROPERTY & INJURY TO WORKMEN :- The Contractor shall at his own expense reinstate and make good, to the satisfaction of the SM/M&S/PLNG., and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify, the BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL where BHEL is a private person, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise | |
| 13 | LAWS GOVERNING THE CONTRACT:- The contract shall be governed by the Indian Laws for time being in force. | |
| 14 | CANCELLATION OF CONTRACT FOR CORRUPT ACTS:- BHEL , whose decision shall be final and conclusive, shall without prejudice to any other right or remedy which shall have accrued shall accrue thereafter to BHEL cancel the contract in any of the following cases and the Contractor shall be liable to make payment to BHEL for any loss or damage resulting from any such cancellation to the same extend as provided in the case of cancellation for default | |

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| | If the Contractor shall :- | |
| (a) | Offer or give or agree to give to any person in BHEL service any gift or consideration of any kind, as an inducement or reward for doing or for bearing to do or for having done or for borne to do any act, in relation to the obtaining or execution of this or any other contract for BHEL service, (OR) | BIDDER'S RESPONSE |
| (b) | enter in to a contract with BHEL in connection with which commission has been paid or agreed to be paid by him or with his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to BHEL. (OR) | |
| (c) | obtain a contract with BHEL as a result of ring tendering or by non-bonafide methods of competitive tendering, without first disclosing the fact in writing to BHEL. | |
| 15 | CANCELLATION OF CONTRACT FOR INSOLVENCY ASSIGNMENT OF TRANSFER OR SUB-LETTING OF CONTRACT :- | |
| | BHEL, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL shall cancel the contract in any of the following cases: If the Contractor | |
| (a) | being an individual or if a firm any partner thereof shall at any time be adjudged bankrupt or have a receiving order for administration of his estate, made against him or shall take any proceedings for liquidation or composition under any bankruptcy Act or assignment of his effects of composition or arrangement for the benefit of his creditors or purport to do so, or if any application made under any Bankruptcy Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him on behalf of his creditors (OR) | |
| (b) | being a Company, shall pass a resolution or the Court shall make an order for the liquidation of its affairs, or a receiver or Manager on-behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or Manager, (OR) | |
| (c) | Assigns, Transfers, Sub-lets or attempts to assign, transfer or sub-let any portion of the work without the prior written approval of the BHEL . | |
| (d) | Whenever BHEL exercise the authority to cancel the contract under this conditions, BHEL may have the work done by any means at the Contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by SM/M&S/PLNG which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by SM/M&S/PLNG., or the same shall be recovered from the Contractor by other means | |

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

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| 21 | <p>POST TECHNICAL AUDIT OF WORK AND BILLS:- BHEL reserves the right to carry out the post-payment Audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc., and enforce recovery of any sum becoming due as a result thereof in the manner provided in the presiding sub-paragraphs. However no such recovery shall be enforced after three years of passing the final bill.</p> | BIDDER'S RESPONSE |
| 22 | <p>ARBITRATION: - All disputes between the parties to the contract, arising out-of or relating to the contract, other than those for which the decision of the SM/M&S/PLNG, or Accepting Officer or any other person is by the contract expressed to be final and conclusive shall after written notice by either party to the contract to the other party be referred to the sole Arbitration of GENERAL MANAGER or other Officers of BHEL appointed as Arbitrator, by the GENERAL MANAGER of BHEL in his sole discretion. Unless the parties otherwise agree, such reference shall not take place until after the completion, alleged completion or abandonment of the work of the determination of the contract. The venue of Arbitration shall be such a place or places as may be fixed by the Arbitrator in his sole discretion. The award of the Arbitrator shall be final, conclusive and binding on both parties to the contract.</p> | |
| 23 | <p>SIGNING OF CONTRACT:- Each contract document shall be signed by the Contractor with his usual signature. Contract by partnership of Hindu Joint Family firm, may be signed in the FIRM'S name by one of the Partners or the Karta or Manager as the case may be or by any other duly authorised representative followed by the name and designation of the persons so signing. Contracts by a Company shall be signed with the name of the Company by a person authorised in this behalf and a power of attorney or other satisfactory proof showing that the persons signing the Contract documents on behalf of the Company is duly authorised to do so, shall accompany the contract.</p> | |
| 24 | <p>EMD by the Tenderer will be forfeited as per Tender Documents if:</p> <p>i) After opening the tender, the tenderer revokes his tender within the validity period or increases his earlier quoted rates.</p> <p>ii) The tenderer does not commence the work within the period as per LOI / Contract. In case the LOI / contract is silent in this regard then within 15 days after award of contract.</p> | |

Part- II (PRICE BID)

TENDER NOTICE No:

Diesel Non AC 12 seater passenger Van model 2011 or subsequent years for 24 Hrs operation on all 365 days including Sundays & Holidays on hire basis.

RATE SCHEDULE

CONTRACT PERIOD: 2 YEARS

| SL.No. | DESCRIPTION OF WORK | UNIT | Rate in figres and wards |
|---------------|--|-------------|---------------------------------------|
| 1 | Rent for Diesel operated 12 seats VAN for 24 Hrs operation on all 365 days including Sundays & Holidays on hire basis. | Rs. Per Day | |
| 2 | Fuel Charges per km (Diesel price as on date shall be reckoned at Thiruverumbur) | Rs. Per Km | Diesel market price as on date / 8 KM |

* The rate quoted in Sl.No: 1 will be taken for L1 calculation.

** The bidders need not quote in Sl.No:2, if the rate quoted by the bidder in Sl.No.2 will not be considered for L1 calculation.