



An ISO: 9001  
Organization

**BHARAT HEAVY ELECTRICALS LIMITED**  
**High Pressure Boiler Plant, Tiruchirappalli- 620014**  
**Maintenance & Services Dept. (FB)**

Phone: (0431) 257-5010

[e-mail: umadsankar@bhel.in](mailto:umadsankar@bhel.in)

ENQ No: 9221900018

dt.21.11.2019

**NOTICE INVITING TENDER**

**Sub: HIRING OF AC INDIGO T-BOARD DIESEL CARS FROM 01.12.2019 TO 04.12.2019 FOR AUSC MEETING.**

Ref: Enquiry no: 9221900018 DATED: 21/11/2019; DUE DT: 25/11/2019

Tender of the above work should be submitted in a sealed cover consisting of two inner sealed covers superscribed as 1) Technical bid cover & 2) Price bid cover, also superscribing NAME OF THE WORK, ENQUIRY NUMBER, etc.

1 The complete Technical bid and price bid shall reach the office of the undersigned on or before 25/11/2019 at 14.00 Hrs.

The price bid cover shall contain price bid document in prescribed format **duly filled in and signed by 3 the tenderer in all the pages**. The tenderer has to quote most competitive rates for the items given in price bid.

The Technical bid will be opened on the same day at 14.30 hrs. In case of opening day falls on holiday or happened to be declared as a holiday the receipt and opening of the tender shall automatically fall on the same timing of the next working day. You / Your authorized representative may participate in the tender opening.

Clarification if any can be obtained from the undersigned.

Thanking you,  
Yours faithfully,

Contracts, Maintenance & Services Dept.  
Bharat Heavy Electricals Limited, Trichy

Encl:

NIT – Notice Inviting tender (Consists of Preamble, PQC, Technical Bid & Price bid)

Tender should be addressed to:

**THE ENGINEER,  
MAINTENANCE & SERVICES / CONTRACTS,  
2&4 BUILDING, BHARAT HEAVY ELECTRICALS LIMITED,  
HIGH PRESSURE BOILER PLANT,  
TIRUCHIRAPPALLI, TAMILNADU - 620014.**

## NOTICE INVITING TENDER

1	Name of work	HIRING OF AC INDIGO T-BOARD DIESEL CARS FROM 01.12.2019 TO 04.12.2019 FOR AUSC MEETING.
2	Earnest Money Deposit	NA
3	Duration of the contract	<b>4 Days</b> (From the date of commencement of the work)
4	Last Date for Receipt of Tender	14.00 Hrs. on <b>25/11/2019</b>
5	Date of Technical Bid Opening	14.30 Hrs. on <b>25/11/2019</b>
6	Date of Price Bid Opening	Will be intimated to those who are Qualified, separately.
7	Guarantee Period	Not applicable

- 1 The Tender documents can be down loaded from BHEL website ([www.bhel.com](http://www.bhel.com)) / Govt. website
- 2 Tender document contains 14 Pages (PQC, Technical & Commercial Bid – 11 Pages, Schedule for Price Bid – 01 page).

ISSUING OFFICER

<b>PART –I (TECHNICAL BID)</b> <b>SECTION - I: PRE QUALIFICATION CRITERIA</b>		
<b>The bidder has to meet the following requirements to get qualified for submitting tender for HIRING OF AC INDIGO T-BOARD DIESEL CARS FROM 01.12.2019 TO 04.12.2019 FOR AUSC MEETING.</b>		
<b>SL.No.</b>	<b>REQUIREMENTS</b>	<b>BIDDER'S RESPONSE</b>
1	<p>The bidder should have executed atleast one similar contract for State/Central Govt. or under takings or any private firms in the last three years (as on tender date).</p> <p><b>Note:</b> Similar works means "Contract (Hiring of cars) for State/Central Govt. or under takings or any private firms". Necessary work order copies has to be submitted along with the offer as proof for the above requirement. Experience proof from other than BHEL shall contain work order copy along with Form 26AS / TDS certificate / bank statement for payment from the organisation. Otherwise the offer shall be rejected.</p>	
2	BHEL reserves the right to verify the information provided by the bidder. In case the information provided by the bidder is found to be false/incorrect, the offer shall be rejected.	

<b>COMPANY PROFILE</b>		
<b>SL.No.</b>	<b>PARTICULARS</b>	<b>BIDDERS RESPONSE</b>
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	Bidder to specify applicable GST in percentage (copy should be enclosed, if applicable)	
9	Self declaration whether banned in any Unit/Office of BHEL.	

<b>PART -I (TECHNICAL BID)</b> <b>SECTION -II : CONTRACT TECHNICAL REQUIREMENTS</b>		
<b>SPECIFICATION CUM COMPLIANCE CERTIFICATE FOR HIRING OF AC INDIGO T-BOARD DIESEL CARS FROM 01.12.2019 TO 04.12.2019 FOR AUSC MEETING.</b>		
S.NO	REQUIREMENTS	BIDDER'S RESPONSE
1.1	This contract envisages providing 18 Nos. AC INDIGO T-Board Diesel cars from 01.12.2019 to 04.12.2019(From 01-12-2019, 04:00 hrs to 04-12-2019 , 22:00 hrs) to meet the transport needs of BHEL, Tiruchirapalli unit.	
1.2	The colour of the vehicle provided should be in the variants of <b>WHITE / SILVER</b> only .	
1.3	Fuel price for the plain road will be paid as per the average diesel price (Diesel market price shall be reckoned at Thiruverumbur) of the period from 01.12.2019 to 04.12.2019	
1.4	Rate quoted by the contractor will be firm throughout the contract period except for Diesel charges which will be paid as per workings mentioned in price bid.	
1.5	Due to non availability of vehicle, even if higher version vehicle is deployed by the contractor, payment will be allowed for ordered version of vehicle only.	
1.6	The actual car parking charges, toll charges and permit charges including applicable taxes (if any) incurred during operation will be reimbursed by production of the original receipt without any corrections or over writings with signature and name seal of the user.	
1.7	The vendor should ensure that the drivers are available at the vehicle all the time during operation.	
1.8	The condition of the vehicle like engine functioning, A/C functioning, suspension, door, brakes, tyres, head lights & indicators, horn, safety belt etc., should be good, failing which the vehicle will be removed from operation till the defects are set right and in such case the vendor should provide good alternate vehicle immediately. The Vehicle body with dent/scratches/ any damages also will be removed from operation till the defects are set right. The vendor should ensure the above said vehicle condition for both local & outstation trip.	
1.9	The vendor should arrange to attend any complaint in the vehicle notified by BHEL immediately within a short period of notice and an alternative vehicle of same model & year of registration has to be provided to BHEL till completion of the complaint.	
1.10	The starting and closing of km readings will be accounted at BHEL Transport section only and it will be certified by the Pooling section-in-charge of BHEL transport.	
1.11	The vendor should have an adequate number of telephones for contact round the clock and these may be conveyed to BHEL.	
2	<u><b>REQUIREMENTS OF VEHICLE</b></u> <b>The vendor should fulfil the following requirements in respect of the vehicle during the execution of the contract.</b>	<b>Bidder's Response</b>
2.1	The cars should be provided with the following upholstery and accessories inside a) Complete set of seat covers in white colour cloth b) Audio system with player and FM radio facility c) Good Quality perfume c) Full floor mat with foot mat d) Jockey and hand tools e) Spare fuses	
2.2	The vehicle should always to be kept very clean both internally and externally .	
2.3	Seat cover should be washed and changed periodically to ensure the cleanliness.	

2.4	All tyres including stepney in the car should be in good condition at the time of reporting. Vehicle with Retreaded tyres are not allowed.	
2.5	Sun control film pasted on the window glasses should not be dark and should be as per the Tamilnadu Government norms, so that inner side of the car must be visible for the security personnel without lowering the window glass. The glass of the windscreen and rear window of all vehicle shall be such and shall be maintained in such a condition that the visual transmission of light is not less than 70% as per govt. norms.	
2.6	Playing audio player or radios in the cars is strictly prohibited within the factory premises.	
2.7	Inflammable / Combustible material should not be kept or carried by the vehicle within the factory premises.	
2.8	HVAC system should function without any problem.	
2.9	All Vehicle saftey requirements as per RTO rules and regulations are to be met.	
<b>3</b>	<b>DRIVER</b> <b>The vendor should fulfill the following requirements in respect of the driver during the execution of the contract.</b>	<b>Bidder's Response</b>
3.1	Drivers should be paid as per the Govt. fixed minimum salary.	
3.2	Driver should possess valid driving LMV license with badge.	
3.3	Maximum age limit of the driver should be 60 years.	
3.4	Driver should wear neat uniform (Black Pant and white Shirt), Black shoes/ formal chappels during the duty hours.	
3.5	Driver should not wear casual dress.	
3.6	Driver should have mobile hand set (Model shall be restricted to BHEL norms) in good working condition with duly activated number. Any change in mobile number should be intimated immediately to BHEL Transport section. Mobile phone used should have best network coverage / signal reception.	
3.7	Uasge of mobile phone by driver is strictly prohibited will driving.	
3.8	Driver should not be drunken while on duty and should not smoke, chew Pan / Pan masala / Tobacco inside the car. Usage of any kind of alcoholic beverages by the driver while on duty is strictly prohibited. Action Will be taken, if driver found using any of the above alcoholic beverages while on duty .	
3.9	Driver should adhere to the instructions given by Section-in-charge of BHEL transport.	
3.10	Driver should first allow the passenger to get inside the car and then only driver should enter the car.	
3.11	Driver should open and close the doors for all the passengers/customers while getting into or alighting the car.	
3.12	Driver should adhere to the BHEL road safety rules and regulations inside the factory and township premises.	
3.13	Driver should strictly follow the motor vehicle rules while driving.	
3.14	Driver should wear safety belt while driving as per the Govt. rules	
3.15	Driver should not demand money for any expenses from the user.	
3.16	Driver should be ready to show the PLACARD near the entrance in Airport, Railway station, Bus stands and Pickup points etc., while receiving the company guest.	
3.17	Drivers should be sincere and maintain good discipline while on duty and should meet out the travel requirements of BHEL officials satisfactorily without any complaint. Any indiscipline / misbehaviour / complaint is notified on the driver while on duty, will warrant change of driver.	
<b>4</b>	<b>OPERATION</b>	<b>Bidder's Response</b>
4.1	The vehicle should report at BHEL Transport pooling section at requested time, regularly to make entry and to get instructions.	
4.2	Trip sheet for cars engaged will be supplied by BHEL. It is the responsibility of the car 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 car drivers should keep the relevant documents (driving License, Badge No., road tax token, registration certificate, insurance cover note, fitness certificate of the vehicle, emission certificate if required, permit etc.) with the car 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	Tender document contains 12 Pages (PQC, Technical & Commercial Bid – 11 Pages, Schedule for Price Bid – 01 page).	
4.6	Car should operate only with the "BHEL" name board supplied by BHEL during the time of operation for BHEL only.	
4.7	Any mishap (i.e. fire, accident, etc.) occurring en-route is the complete responsibility of the vendor. He is also responsible for the safe, comfortable and timely transportation of the passengers.	
4.8	Cars should report to BHEL with diesel sufficient for the operation of the entire day. After reporting to transport, movement of cars to fuel station outside BHEL for filling diesel is not permitted.	
4.9	The vendor should not attempt to carryout cleaning , any kind of repairs pertaining to their vehicles inside the factory premises except for tyre changes during punctures. Incase of breakdown the vehicles has to be taken out of the factory and brought back after satisfactory completion of the complaint.	
4.10	Vendor may depute a supervisor upon call / on need basis to BHEL transport pooling section.	
5	<b>GENERAL TERMS AND CONDITIONS</b>	<b>Bidder's Response</b>
5.1	The vendor 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.	
5.2	The vendor should ensure that there should not be any advertisement on the car.	
5.3	The cars allotted for BHEL use will be checked by BHEL security personnel as and when required.	
5.4	Cars 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) Upholstery 4) Physical fitness of the driver and then accepted for use.	
5.5	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.	

5.6	BHEL shall have the right to cancel the contract at any time, if the provisions of the contract has not been adhered without prejudice to recover excess expenditure incurred by BHEL from security deposit, running bills due for payment and any other provisions available for recovery as per the terms and conditions of the contract.	
5.7	BHEL shall have the right to foreclose the contract <b>at anytime</b> due to their administrative reasons.	
6	<b>PENALTY</b>	<b>Bidder's Response</b>
6.1	<b>Penalty for non supply of vehicles will be levied as under:</b>	
6.2	A token penalty of <b>Rs.1000/-</b> per vehicle per day for short supply and in addition the excess expenditure incurred by BHEL on account of engaging an alternate vehicle due to the fault of the vendor will be recovered from their running bills.	
6.3	<p>a) In case of break-down of a car while on operation, the car should be replaced by an alternate vehicle within one hour from the time of breakdown. Bills should be prepared combining the total kms and total hrs. of both the cars (i.e.. break down car and substitute car). No detention charges will be paid for breakdown hours. The log/trip sheet shall mention about the breakdowns.</p> <p>b) In case of non-replacement of vehicle in time, BHEL may arrange alternatives on its own and recover the expenses from the vendor. The tripsheet of the breakdown vehicle will be treated as cancelled and hence NO payment will be made for the breakdown vehicle.</p>	
6.4	Any amount recoverable from the vendor towards the loss/damage will be adjusted from the outstanding payments due from BHEL or from the security deposit.	
6.5	Any complaint from the users regarding poor upkeep, maintenance, non-availability of above accessories or any of the conditions prescribed not being met would attract a cut from the bill for that day(s) on pro rata basis @ 25% in the first instance, 50% in the second instance and removal of driver and / or vehicle from the fleet on the third instance.	
6.6	In case of vehicle supplied by the vendor is not as per terms and conditions, this will attract penalty amounting to Rs. 1000/- per day per vehicle.	
7	<b>PAYMENT TERMS</b>	<b>Bidder's Response</b>
7.1	100% payment will be made after completion of work on submission of invoice in triplicate duly certified by Area In-charge.	
7.2	No advance may be paid for operational expenses as well as for capital expenditure towards purchase of vehicles.	
7.3	Applicable taxes are payable extra by BHEL at prevailing rates and corresponding TDS will be made as per Government norms.	
7.4	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 Tender No.	

SECTION – III  
BID/OFFER FORMAT

The Bidders to note the following:

Sl. No.	REQUIREMENTS	Bidder's Response
1	The Bidder shall submit the offer in TWO PARTS in two separate sealed covers	
	2. COVER- 1 -- Technical and Commercial (Part-I)	
	3. COVER- 2 -- Price Bid (Part-II)	
	(Covers should be superscripting Tender No.)	
2	All the above 2 covers put into a large single cover and superscripting Tender Notice No:	
3	The Part-I Technical and commercial bid alone will be opened on the Tender opening date	
4	Part-II Price Bid of technically suitable bidders alone will be opened after giving prior intimation.	
5	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.	
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 favorable 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 opening of the tender (Part-I) 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 drivers engaging for duty as per extant govt. rules.	

<b>SECTION - IV</b> <b>GENERAL TERMS &amp; CONDITIONS OF CONTRACT : --</b>		
(1) a	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.	
b	The Officer-In charge means, the Officer deputed by the EXECUTIVE/BHEL-TRICHY., to supervise the work or part of the work.	
c	Approved and "Directed" means, the approval or direction of EXECUTIVE/BHEL-TRICHY, or person deputed by him for the particular purposes.	
d	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 EXECUTIVE/BHEL-TRICHY authorised to invite tenders and enter into contract for works on behalf of the Company.	
e	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.	
f	A "week" means, Seven Days, without regard to the number of hours worked or not worked in any day in that week.	
g	A "day" means, the day of 24 hours (TWENTY FOUR) irrespective of the number of hours worked or not worked in that day.	
h	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 DGM/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	GST and Income Tax levied by the Central Government authorities should be borne by the contractor. The GST will be reimbursed by BHEL as per Government Norms against the payment of the same.	
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	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	
7	CONTRACTOR'S SUPERVISION:- The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to the EXECUTIVE/BHEL-TRICHY 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 EXECUTIVE/BHEL-TRICHY,or the OFFICER-INCHARGE, to receive instructions.	
8	The EXECUTIVE/BHEL-TRICHY, 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.	

9	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	
10	DAMAGE & LOSS TO PRIVATE PROPERTY & INJURY TO WORKMEN :- The Contractor shall at his own expense reinstate and make good to the satisfaction of the EXECUTIVE/BHEL-TRICHY., 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	
11	LAWS GOVERNING THE CONTRACT:- The contract shall be governed by the Indian Laws for time being in force.	
12	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.	
	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)	
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.	
13	CANCELLATION OF CONTRACT FOR INSOLVENCY ASSIGNMENT OF TRANSFER:-	
	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	<p>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 EXECUTIVE/BHEL-TRICHY 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 EXECUTIVE/BHEL-TRICHY., or the same shall be recovered from the Contractor by other means</p>	
d	<p>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 EXECUTIVE/BHEL-TRICHY., whose decision shall be final and conclusive.</p>	
14	CANCELLATION OF CONTRACT IN PART OF FULL FOR CONTRACATOR'S DEFAULT:	
a	<p>If the Contractor makes default in carrying out the work as directed and continues in that state after a reasonable notice from EXECUTIVE/BHEL-TRICHY, or his authorized representative :</p>	
b	<p>fails to comply with any of the Terms and Conditions of the contract or after reasonable notice in writing with orders properly issued thereunder ;</p>	
c	<p>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 EXECUTIVE/BHEL-TRICHY., 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 EXECUTIVE/BHEL-TRICHY 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 supervision and establishment charges as may be decided by the EXECUTIVE/BHEL-TRICHY, whose decision shall be final and conclusive.</p>	
15	TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR. :-	
	<p>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.</p>	
16	<p><b>SPECIAL POWER TO TERMINATION:-</b> 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 EXECUTIVE/BHEL-TRICHY., 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.</p>	
17	<p><b>RECOVERY FROM CONTRACTOR:-</b> 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.</p>	

18	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.	
19	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 EXECUTIVE/BHEL-TRICHY, 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 its sole discretion.	
	Unless the parties otherwise agree, such reference shall not take place until after the completion, alleged completion or abandonment of the work or 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.	
20	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.	
21	The bidder along with its associate/collaborators/sub-contractors/sub-vendors/consultants/service providers shall strictly adhere to BHEL fraud prevention policy displayed on BHEL website <a href="http://www.bhel.com">http://www.bhel.com</a> and shall immediately bring to the notice of BHEL management about any fraud or suspected fraud as soon as it comes to their notice.	
22	The contractor should remit the salary/wages for their workmen only through Bank. Monthly clearance will be given in respect of all contractors, if only the salary/ wages to the workmen has been remitted through the bank account of the contract workmen. The relevant Bank statement/proof for Bank payment should be produced along with PF and ESI challan's to Welfare Section every month.	

#### **COMMERCIAL TERMS AND CONDITIONS FOR M&S MECHANICAL CONTRACTS**

1) 100% payment will be made after completion of work on submission of invoice in triplicate duly certified by Area In-charge.

2) An additional payment as per circular ref. BHEL: HR: W: EW, dt.08.04.2014 is to be paid to the contract workmen as below, over and above the minimum wages prescribed by the government of Tamil Nadu:

Unskilled - Rs.3200/-

Semiskilled - Rs.3700/-

Skilled - Rs.4100/-

3) Bonus @ 8.33 % to workmen to be paid.

4) Rate should be quoted as per price bid format.

5) Taxes if have to be mentioned separately in the offer.

6) The rate that is offered should be comprehensive and no separate charges will be made towards expenses like travel, boarding and lodging.

7) Evaluation will be on overall L1 for all items as per price bid template. In case of tie in L1, price impact (less than or equal to old price) will be obtained. If still tie exist, L1 bidder will be chosen by draw of Lot.

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<b>Part- II ( PRICE BID)</b>			
<b>TENDER NOTICE No:</b>			
<b>RATE SCHEDULE</b>			
<b>S.No.</b>	<b>DESCRIPTION OF WORK</b>	<b>UNIT</b>	<b>Rate in Figures &amp; Words</b>
1	Package Rent for 4 Days per Car(From 01-12-2019, 04:00 hrs to 04-12-2019 , 22:00 hrs)	<b>No.</b>	Vendor to Quote
2	Fuel Charges per km (Plain road) (Diesel price as on date shall be reckoned at Thiruverumbur)	<b>Rs. Per km</b>	Average of Diesel market price as per Part I S.No 1.8 / 15 kms
3	Extra Hrs(if the car is run beyond 01.12.19, 04.00 hrs to 04.12.19, 22.00 hrs)	<b>Rs. Per Hr</b>	1/90th of S.No.1

**Note:**

- i) Increase / decrease of diesel cost will be paid / recovered on reckoning 15 kms per litre (for Plain road)
- ii) Bidder should quote the rate for Day rent operation (Rate schedule S.No: 1) only.
- iii) Evaluation will be based on quoting lowest amount in S.No.1 above. In case more than 1 bidder quoted same rate in L1, then such bidders will be asked to submit price impact (less than or equal to old price) in a sealed envelope. If there is tie of rates in revised price then L1 will be decided based on draw of Lot.
- iv) There shall not be any change in amount in figures and words. In case if there is any discrepancy amount in words would prevail.
- v) 100% payment will be made after completion of work on submission of invoice in triplicate duly certified by Area In-charge.