

	<b>Bharat Heavy Electricals Limited</b> ( A Government of India Undertaking) <b>BOILER AUXILIARIES PLANT</b> <b>RANIPET - 632 406, INDIA</b>	Phone No: 04172-284259,284698 FAX No: 04172-241176 E-mail: elangovan@bhelrpt.co.in mpcsekhar@bhelrpt.co.in
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**WORKS CONTRACT MANAGEMENT DEPARTMENT**

REGISTERED POST WITH ACK.DUE

<b>INVITING TENDER</b>	
Tender Notice No	<b>9860047E DT: 05.12.2016.</b>
Name of work	Outsourcing of VIP car operation work on monthly payment basis for 10Hrs., operation / day. Car will be provided by BHEL.
Type of tender	Open tender.
Period of contract	<b>One Year</b>
Earnest Money Deposit (EMD) Amount	Rs.6,000/- (Rupees Six thousand only)
Last date & Time for Receipt of the Tender	<b>20.12.2016</b> at 14.00 hrs
Date of Technical bid Opening	<b>20.12.2016</b> at 14.30 hrs on wards.
<b>(Please obtain updated information from the BHEL website about the latest applicable dates &amp; other changes if any in the tender contents)</b>	
Date of Price Bid Opening	Bidders whose technical bids are found acceptable will be intimated separately about the status of their offers and the date of opening of Price Bid.
Place of submission of Tender	Tender Box placed in WCM Department (Engg. Building – Ground floor(West side), BHEL – BAP - Ranipet – 632 406
Address on the Sealed Tender Cover to be:	<b>DGM / WCM DEPARTMENT ENGG. BUILDING –GROUND FLOOR(WEST SIDE), BHARAT HEAVY ELECTRICALS LIMITED RANIPET , VELLORE DISTRICT TAMIL NADU– 632 406.</b>
Venue of the Tender Opening	<b>WCM Department</b>
<b>Note:</b>	
1. The Tender documents can be down loaded from BHEL website ( <a href="http://www.bhel.com/tender/list_tender.php">http://www.bhel.com/tender/list_tender.php</a> ) and Govt tender web site: <a href="http://tenders.gov.in/">http://tenders.gov.in/</a> and also in Central Public Procurement Portal (CPP) website: <a href="http://eprocure.gov.in/epublish/app">http://eprocure.gov.in/epublish/app</a>	
2. Interested bidders may alternately collect hard copy of tender specification documents at free of cost from WCM Dept / BHEL / Ranipet on all working days (between 10.00 to 15.00 hrs) .	
3. BHEL reserves the right to accept or reject any or all tenders without assigning any reasons whatsoever.	
4. All corrigenda, addenda, amendments, clarifications etc. to tender specification will be hosted in the BHEL website ( <a href="http://www.bhel.com">www.bhel.com</a> > <b>Tender notifications &gt; view corrigendum</b> ) only and not in the news papers. <b>Bidders shall keep themselves updated with all such developments.</b>	
BHEL reserves the right to reject any tender on the basis of unsatisfactory performance of the bidder in any on going job or any similar job in the past.	

**DGM / WCM**  
**(ISSUING OFFICER)**

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**QUALIFICATION REQUIREMENTS (QR):**

1. Driver should have valid LMV license with badge.
2. Driver should have minimum 3 years driving experience from the date of obtaining badge.
3. Driver should be in the age group of 22 to 40 years.
4. The name of the driver with the driving license copy shall be submitted.

Note:

1. Tenderers not fulfilling the EMD and those who are unable to provide above supporting documents shall be technically rejected and the price bid of the rejected bidders will not be opened.
2. Regarding driving experience, the bidder has submit the relevant experience certificate or self-declaration letter containing name of customer, contact details, period of contract.
3. Vendor shall visit the Plant before submitting the offer to get to know the location for deploying adequate and suitable personnel for the works & also the equipment.
4. BHEL reserves its right to reject the tender on account of unsatisfactory past performance by the bidder in other projects awarded under different enquiry.
5. The work executed in the own name of the bidder only will be considered for similar works executed for meeting the eligibility criteria.
6. Offers of the Contractors/Suppliers , against whom , any unit of BHEL had initiated process for banning or already banned will summarily be rejected.
7. Possession of PF registration number is not mandatory. However the successful tenderer has to register with PF authorities and furnish the registration number before first Running.

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**CHECK LIST (TO BE FILLED BY THE TENDERER)**

1. Name of the Tenderer :
2. Address for Communication :
  
3. Telephone, Cell No. :
4. Service Tax No if applicable :
5. PAN No :
6. Details of experience in running Car / Taxi :
  
7. Name of Driver :
8. Driving license No :
9. Date of expiry of the driving license validity :
10. Cell phone No :
11. Details of cases, Civil/Criminals/others, :  
if any, filed by or against the bidder/driver  
and pending on the date of tender.
12. Has the Firm/ Proprietor or partners or :  
Directors been convicted of any criminal  
offence by any competent court.  
If so furnish particulars.

**Applicable service tax in %** : \_\_\_\_\_ %  
(as per **clause 23 of page 13**)

**EMD payment details : DD/CR No** \_\_\_\_\_ **Dt** \_\_\_\_\_

**EMD Amount: Rs.** \_\_\_\_\_ **/-**

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**GENERAL CONDITIONS TO THE TENDERERS**

1. Tenders will be received by M/s Bharat Heavy Electricals Ltd, Ranipet-6 up to **14.00 Hrs on 20.12.2016 in the prescribed form and will be opened on 20.12.2016 at 14.30Hrs** in the presence of such of those tenderers or their agents, who may choose to attend, with authorization letter from the tender.
2. Tenders must be submitted in sealed covers and should be addressed to **DGM/WCM, BHEL/BAP/RANIPET**, with full name and address of the tenderer and the name of the work being super scribed on the cover
3. Late offers & incomplete offers shall become liable for rejection.

**IMPORTANT NOTE**

4. The tender shall be submitted as given below.
  - Cover-1 shall contain the EMD / MSME valid certificate alone. Tender without EMD / without MSME valid certificate(as per MSE Clause listed in **point no.35**) will be summarily rejected.
  - Cover-2 shall contain the techno-commercial bid (Page **1 to 18**) and all relevant documents.
  - Cover-3 shall contain only the price bid.(**Page 19**).

Each of the above covers shall be super scribed with tender number, respective cover content detail as EMD, Technical bid, Price bid and with full name and address of the tenderer.

Finally, all the above three covers shall be put in one single large cover and super scribed with the tender number, due date, name of the work and with full name and address of the tenderer.

5. At the time of tender opening,
  - Covers containing EMD / MSME valid certificate(as per MSE Clause listed in **point no.35**), alone shall be opened first. Tenders received without earnest money deposit in full or part, in the form prescribed shall be summarily rejected.
  - **Techno commercial bids of such of those tenderers who satisfy EMD requirements alone will be opened next.**
  - Price bids will be opened, after evaluation of suitability of technical bids.
  - If any of the tenders not fulfilling the laid down conditions (qualification criteria) or non submission of valid documents in support of Qualification criteria, within the time limit prescribed by BHEL, their offer shall be rejected.
  - The date & time of opening of price bid will be intimated to those tenderers who are technically qualified.
6. All entries in the tender documents should be in one ink. Erasures and over-writings are not permitted. All correspondences and insertions should be duly signed by the tenderers concerned.
7. Tenderers should fill their rates in figures and words in the blank spaces provided for this purpose in the schedule of rates format enclosed along with these documents and also sign each and every page of the tender documents.
8. The tenderer should fill and sign the “checklist of this Tender document page no 4” which forms part of the technical bid.
9. Conditional tenders, tender containing absurd rates and amounts, tenders which are incomplete or other wise considered defective and tenders not in acceptance with the tender conditions laid down by the Accepting Officer, are liable for rejection.

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10. In quoting the rates, the tenderers are advised to take into account of all the factors including any fluctuations in the market rates etc. No claim shall be entertained on this account after acceptance of the tender or during the currency of the contract.
11. The rates quoted in the tender shall remain valid for a period of three months from the date of opening of tender.
12. Earnest Money Deposit (EMD) of **Rs.6,000/-** (Rupees Six thousands only) , must be accompanied with the tender, in the form of Cash receipt(CR) / Demand Draft(DD) drawn from any nationalized bank, in favor of **“BHEL, Ranipet”** payable at **Ranipet (or) SBI, Mukundarayapuram** Branch (Code 7013). / Pay online (<https://www.onlinesbi.com/prelogin/collecthome.htm>) and enclose the payment details in the EMD cover. However they have to furnish the details of Cash Receipt No. & Date on the top of the EMD cover. EMD in any other form will not be accepted. If vendor have their valid MSE Certificate, need not to pay EMD for this work.
13. *"No interest shall be payable by BHEL on Earnest Money or Security Deposit, if applicable, or any money due to the Contractor by BHEL." "BHEL shall have the right to recover any money due from the contractor from any money due to the contractor under this contract or any other contract or from the security deposit."*
14. ***If a tenderer withdraws his offer after submission or after acceptance, fails to provide the service in accordance with the instructions of the Manager/M&S, Cranes &Transport, the earnest money deposited by him will be forfeited and acceptance of his tender will be withdrawn.***
15. The Bharat Heavy Electricals Limited, reserves the right to reject any or all the tenders received or accept any tender or part thereof without assigning any reason there for.
16. Tenders submitted by post should be sent through "REGISTERED POST WITH ACKNOWLEDGEMENT DUE/Speed Post/Courier". The tender should be posted with due allowance for any delay in postal delivery. **The tenders received after the due date and time schedule specified in the tender will not be considered for further processing.**
17. The contractor's responsibility for this contract shall commence from the date of issue of order of acceptance of his tender.
18. The earnest money deposited by the successful tenderer will be retained towards Security Deposit for the due fulfillment of the contract.
19. In the case of unsuccessful tenderers, the earnest money will be refunded normally within 15 days of award of work.
20. Unless the contractor whose tender is accepted, signs the contract agreement within seven days of the date of the order directing him to do so, the amount of EMD already deposited by him will be forfeited and acceptance of his tender shall be withdrawn.
21. SECURITY DEPOSIT

SECURITY DEPOSIT shall be collected from the successful tenderer. 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.

### **Modes of deposit:**

a. 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)

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- 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).
  
  - b. At least 50% of the required Security Deposit, including the EMD, should be collected before start of the 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.
  
  - c. If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor. The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of the authority competent to award the work.
  
  - vii) EMD of the successful tenderer can be converted and adjusted against security deposit.
  
  - viii) The security deposit shall not carry any interest.
- 22.** Security deposit shall be refunded only after successful completion of the contract with BHEL's satisfaction.
- 23.** Should a tenderer or a contractor has a relative or in the case of a firm or company of contractors, any of its shareholders or shareholder's relative, employed in Bharat Heavy Electricals Ltd, the authority inviting tenders shall be informed of this fact at the time of submission of the offer, failing which the offer may be disqualified or if such fact subsequently come to light, the contract may be cancelled.
- 24.** BHEL employees and their dependents are NOT eligible to submit their offer against this contract. Even if they submit out of ignorance the offer shall be disqualified.
- 25.** If a tenderer expires after submission of his tender, the Bharat Heavy Electricals Ltd, may be at their discretion to cancel such tender.
- 26.** BHEL will not bound by any power of Attorney granted by the tenderer or changes in the composition of the firm made subsequent to the execution of the contract. They may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contract concerned.
- 27.** If the contractor deliberately, gives wrong information in his tender or creates conditions favorable for the acceptance of his tender. Bharat Heavy Electricals Limited reserves the right to reject such tender at any stage.
- 28.** The expenses for completing and stamping the agreement shall be to the contractor's account.
- 29.** The general and special conditions of contract are complementary to each other and where they are in conflict, the special conditions shall prevail. In regard to matters not covered by the General or Special conditions of contract, those contained in the specifications approved by BHEL, shall apply.

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- 30. Tenderers shall not increase their quoted rates incase BHEL negotiate for reduction of rates, such negotiations shall not amount to cancellation or with drawn of the original offer and the rates originally quoted shall be binding on the tenderers for a period of three months from the date of opening of tenders.
- 31. Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.
- 32. **The “GENERAL CONDITIONS TO TENDERERS AND SPECIAL CONDITIONS TO THE TENDERER” shall be deemed to form an integral part of contract for the work to be entered into.**
- 33. The tenderer should be present if called for negotiation. In case, the tenderer’s authorized person is attending the negotiation such person should have the authorization letter and he should be capable of taking spot decisions.
- 34. In case if the vendor is not interested in submitting offer against this tender, the vendor should return all the tender papers with a covering letter stating the reasons for not submitting offer.
- 35. **If vendor have their MSE Certificate, EMD need not to pay for this work.**

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

All MSE suppliers shall continue to be in PMD with MSE status based on the EM II certificate or valid NSIC certificate.

Any new supplier will be eligible for registration with BHEL as MSE supplier provided at least any one of the following documents are submitted along with application for registration.

- a) Valid NSIC certificate or
- b) Entrepreneurs Memorandum part II(EM II) certificate ( valid based on deemed validity of 5 years ) or
- c) EM II certificate along with attested copy of CA certificate( as per prescribed format as below applicable for the relevant financial year(latest audited) , where the deemed validity of EM II is over.

However credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers as per clause9ii) at the time of tender evaluation.

**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:

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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 whichever is not applicable)

The above investment of Rs.....Lacs 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

### 36. a) Arbitration

- i) All disputes between the parties to the Contract, arising out of or relation to the Contract shall after written notice by either party to the Contract to the other party be referred to the sole Arbitration of Executive Director, BAP or any designate nominated by the Executive Director of BHEL in his sole discretion.
  - ii) The venue of Arbitration shall be Ranipet, Tamil Nadu. The arbitrator may hold meetings for convenience in such a place or places discretion.
  - iii) The award of the Arbitrator shall be final, conclusive and binding on both parties to the Contract.
  - iv) The Contractor shall, not with standing any disagreement, dispute, protest, request for arbitration, court or other proceedings, continue to perform the Services in accordance with the determinations, instructions and clarifications of BHEL.
- b) Subject to the above, the appropriate court in Ranipet shall have the exclusive jurisdiction over any disputing arising out of or in connection with this Contract.

### c) Risk Purchase

- i) In case of any neglect or refusal on the part of the Contractor to:
  - commence the Contract, or
  - provide sufficient labour for the Contract or
  - if in the opinion of BHEL, the Contract performed by the Contractor are not satisfactory, or

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- if the Contractor fails to carry out the Contract or as per instructions of the BHEL or officer authorized by it,

BHEL shall have the right to have the Work done by any means, including by engaging a new contractor, at the Contractor's sole risk and expenses.

- ii) The above shall be without prejudice to any other remedy that may be available to BHEL whether as per law, contract, equity or otherwise.
  - iii) In the event, the cost of the work so done (as certified by BHEL which is final and conclusive) is 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 BHEL or the same shall be recovered from the Contractor by other means.
- d) Contractor shall indemnify and keep indemnified BHEL, its other contractors and/or sub-contractors and its/their employees from all actions, proceedings, suits, claims, demands, liabilities, damages, losses, costs, charges, expenses, judgments and fines arising out of or in the course of, or caused by the execution of work under the Contract or other obligations hereunder directly or indirectly associated herewith which may arise due to:
- i) Breach of law by the Contractor, or any of its sub-contractor, or any of their respective employees.
  - ii) Negligence or willful default by the Contractor, or any of its sub-contractor, or any of their respective employees.
  - iii) Failure by Contractor to proceed with Project in accordance with the determinations, instructions and clarifications of Company pending disagreement, dispute, protest, request for arbitration/ court proceedings
  - iv) Loss of property or death of any employee of BHEL or of its other contractors/ sub-contractors.

The above shall be without prejudice to any other remedy that may be available to BHEL whether as per law, contract, equity or otherwise.

### **37. FORCE MAJEURE CLAUSE:-**

If, at any time during the continuance of this Contract the performance in whole or in part by either party of any obligations under this Contract shall be prevented or delayed by reason of any War, Hostile acts of the public enemy Civil Commotion, Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, Earth Quake etc.) then provided notice of happening of any such event is given by either party to other within 7 days from the date of occurrence therefor neither party shall by reason of such event be entitled to terminate this Contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist.

If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event, claims for extension of time / waiver of penalty/liquidated damages shall be granted for periods considered reasonable by AGM/M&S subject to prompt notification by the contractor.

**38. All corrigenda, addenda, amendments, time extensions clarifications, etc., to the tender will be hosted on BHEL website (www.bhel.com) only. Bidders should regularly visit BHEL website to keep themselves updated.**

### **39. Multiple Bids:**

The bidder in his own interest shall submit only one bid. If a bidder submits Multiple bids, all the bids are liable for rejection. Bids shall be considered "Multiple" in the following circumstances:

- a) Two bids by the same party.
- b) If one bidder is the Affiliate of another bidder.

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For the purpose of this clause "Affiliate" shall mean with respect to any Person, any other Person that, directly or indirectly, controls, is controlled by, or is under direct or indirect common control with, such Person, or is a director/ member / officer/ employee of such Person or of any Person who would otherwise qualify as an Affiliate of such Person pursuant to this definition;

"Person" for the purposes of this definition shall mean any natural person, individual, corporation, limited partnership, co-operative, general partnership, joint stock company, joint venture, association, company, trust, bank, trust company, land trust, business trust, corporate body or other organization, whether or not a legal entity."

### 40. Fraud Prevention Policy:

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

### 41. Suspension of Business Dealings:

The bidder along with its associate / collaborators / sub-vendors / consultants / service providers shall strictly adhere to "Guidelines for Suspension of Business Dealings with Suppliers/ Contractors" AA/MM/SB/01 Rev: 02, Dt.22.07.2016 displayed on BHEL website <http://www.bhel.com>.

([http://www.bhel.com/vender\\_registration/pdf/Suspension\\_guidelines\\_adbridged.pdf](http://www.bhel.com/vender_registration/pdf/Suspension_guidelines_adbridged.pdf))

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**SPECIAL CONDITIONS TO THE TENDERS**

1. The vehicle L1 vendor shall be considered for the award of work and L1 ranking will be decided based on the following conditions.
  - i. The lowest rate quoted by the vendor shall be taken as L1.
  - ii. In case, there is no differentiation in the rates of more than one bidder and as a result if there exists more than one lowest bidder (L1), Driver having maximum experience shall be ranked first. For considering driver's experience, date of issue of badge will be taken into account.
2. Normal working time shall be **07.30 to 18.00 hrs** (10 hours/day plus lunch break of 30 minutes) on all working days of BHEL. However, it may vary according to BHEL's requirement. The contractor shall ensure that the driver engaged by him shall continue beyond normal duty hours, if required by BHEL, for which charges applicable beyond normal duty (extra hour charges) hours would be paid.
3. The contractor shall arrange driver for duty in all days of the month (including Sundays and holidays, if required by the user). Driver shall report to Transport section of M&S, even if there is no work on working days and perform the duty allotted by the In charge -Transport section shall be followed.
4. In case driver is not required on any of the Sundays or holidays, the same will be informed to the contractor by BHEL and the attendance will be treated as present for the purpose of payment process. If called on Sundays/Holidays working hours shall be on need basis (actual required timing) only. However, over time charges, if continued beyond 10 hours/night halt charges, if applicable, will be paid extra as per the terms applicable on working days.
5. For non reporting days of the driver on the part of the contractor, with or without prior permission, the same shall be treated as absent and the payment will be regulated by working out pro rata payment. However, during the absence / in case of any complaint on performance of the allotted driver, alternate driver with the required qualification criteria may be deployed with prior permission from BHEL.
6. The contractor shall ensure that driver engaged by him take utmost care of the vehicle, and shall maintain the vehicles in proper condition by cleaning, checking of tyre pressure, fuel level, engine oil level, radiator coolant, brake fluid, head lights, indicators, horn, reverse horn, battery etc., on regular basis.
7. The contractor shall ensure that the driver engaged by him shall handle the vehicles including the accessories installed in it like stereo, spare wheel etc., responsibly throughout the contract period.
8. Contractor to maintain appropriate records of his driver deployed to carry out the job.
9. Contractor will be responsible for the good conduct of his driver. In case of any misconduct/ misbehavior by the driver, the contractor will replace such driver immediately.
10. Contractor will ensure that the job is executed through his driver on his rolls and under no circumstances the contractor will deploy any casual driver to carry out the job nor shall sub-contract the job without prior written permission from BHEL.

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11. Contractor will keep watch on his driver and will be liable for any pilferage / loss to BHEL due to acts of omission and commission by his driver. Similarly, liability for any compensation to outsiders on account of any act of omission and commission by the driver deployed by the contractor shall lie exclusively with him.
12. The contractor shall be responsible for enforcing all safety regulations as applicable.
13. The contractor shall provide Two sets of uniform, One pair shoes and Two pairs of socks. The uniform shall be kept in neat, tidy and wearable condition. The drivers should be provided with mobile phone for communication. The mobile phone facility and charges shall be provided by the contractor.
14. The driver required for a **contract period of 12 months**. Tenderers should fill in their rates in the blank space provide for this purpose in the Schedule of Rates enclosed along with these documents. The period of contract is likely to be extended subject to mutual agreement between BHEL and the contractor. In case of such extension, the terms and conditions and hiring charges agreed already will remain same for the extended period also.
15. **Driver shall report for duty in all days of the month (including Sundays and holidays, if required by the user). Car shall report to Transport section of M&S, and perform the duty allotted by the Incharge/Transport section.**
16. *In case the driver is not required on any of the Sundays or holidays, the same will be informed to the contractor by BHEL and the attendance will be treated as present for the purpose of payment process.*
17. BHEL reserves the right to use the driver as per requirement.
18. The tender will be finalized awarded to L1 bidder based on the overall cost to BHEL.
19. Conditional tenders are liable for rejection. No conditions shall be acceptable after tender opening or during negotiation. ***If tender is cancelled due to conditions imposed by the tenderer after tender opening, offer will be rejected & the tenderer will be delisted. Additionally the EMD will also be forfeited.***
20. The contractor should not sub-contract the works.

### **Recovery and penalty**

21. During the contract period, if the contractor is not able to provide the driver on any day, prevailing market charges or actual cost incurred in getting the alternate driver for the absence day(s) along with a penalty of Rs.250/- per day will be recovered from the contractor.
  - (a) For part of the days absence up to 05 hours, pro rata hire charge along with a penalty of Rs. 125/- will be recovered from the contractor.
  - (b) Absence exceeding 05 hours in a day will be treated as full day absence and recovery will regulated as per Clause 21.
22. However, during absence of the driver, contractor has to arrange alternate eligible driver for a day or two with prior permission of BHEL, in which case recovery as per clause 21 will not be levied.
23. **Service tax:** The Bidder shall not include Service Tax in their quoted rates; but the bidder has to separately indicate the Service Tax rate, amount and workings thereof in the Price bid schedule included in the bid documents.

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If service tax amount is not indicated separately in the price bid schedule included in the Bid documents, it will be presumed that the quoted rate is inclusive of applicable service tax and bids will be evaluated accordingly.

Bidders have to quote the applicable Service Tax payable in the Price bid format included in the Bid document.

In such cases of successful bidder being an individual/sole proprietorship / Hindu undivided family / partnership firm whether registered or not, including association of persons, 100% of service tax shall be payable by BHEL as receiver of supply of man power.

For others, Service Tax quoted in price bid will be considered for reimbursement against valid documentary evidence as per service tax rules.

The L1 will be decided based on the lowest cost to BHEL.

In case of any change in existing taxes due to Govt. notifications, the same will be applicable for this contract. But if the variation is effective during the delayed/extended period of execution for reasons attributable to the vendor, the same shall be borne by the vendor only. The required compliance under relevant statute shall be carried out.

- 24. In case of sudden stoppage of services by the contractor , same will be treated as suo-moto forced termination of the Contract by the Contractor himself. In the event of such contract termination, the security deposit paid by the contractor will be forfeited and BHEL reserves the right to take appropriate action against the Contractor.**
- 25. The driver under BHEL contract should not be operated for any private trips during the contract period.**
26. During the contract period, BHEL reserves the right to terminate the contract in case if the performance of the contractor is found unsatisfactory.
- 27. BHEL reserves the right to reduce the contract period (pre-close the contract), with 15 days notice period depends on the requirement / without assigning any reason. Security Deposit will be refunded, if the contract is pre-closed for non-requirement of vehicle by BHEL.**
28. The contractor shall be responsible for appropriate insurance policy, for the driver engaged. BHEL will not be responsible for any consequences out of any violation of rules or acts by the contractor. If BHEL is liable to pay any such amount due to violation of the relevant laws by the contractor the amount so paid would be recovered from the contractor.
29. The driver should keep the copy of relevant documents (Driving license, Road tax challan, Registration Certificate, Insurance, Fitness Certificate etc.) with the BHEL Vehicle and produce as and when required by us or any government transport authorities. In case the original documents are required for verification it should be produced on demand.
30. Subject as aforesaid the provisions of the Motor Vehicle Act or any statutory modification or amendments or re- enactment there of and the rules made there under from time to time have to be followed by the contractor.
31. The contractor shall at his own expense reinstate and make good to the satisfaction of the BHEL management and pay compensation for any injury to any person, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employees of BHEL.

**32.** THE INJURY or LOSS arising out of or in connection with or during the execution or performed 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 other wise.

**33. DRIVER:**

- a. The driver of the vehicle should compulsorily wear WHITE UNIFORM (PANT & SHIRT) during operational hours with BHEL. If the driver of the vehicle is found without uniform, a sum of Rs.100/- will be deducted for each occasion. Driver without white uniform shall not be allowed to drive the vehicle.
- b. The driver appearance & behavior on and off the car should always be decent and courteous.
- c. The contractor shall not change the driver frequently, unless otherwise warranted and with prior permission only.
- d. Driver should first allow the passenger to get inside the car and then only driver should enter the car.
- e. Driver should open and close the doors for all the passengers while getting into or alighting the car.
- f. If there is a hand luggage brought by Officials, driver has to come forward and place the luggage in the car.
- g. Driver should not demand any money from the user.
- h. In the event of award of work, the driver shall stay within 30KM from BHEL, Ranipet and shall make his own arrangements to attend the duty in time.

**34.** Playing of tape recorders or radios in the vehicle should be avoided within the factory premises.

**35.** While driving, cell phone should not be used by the driver.

**36.** Inside factory premises the vehicle should be operated at a speed of 20Kmph strictly. Violation of above speed limit will attract a penalty of Rs.500/- for each occasion.

**37. *The driver should follow strictly the motor vehicle rules and safety rules like :***

- a. Not to overtake from the left side of any vehicle ahead of his car.
- b. Not to go on the wrong side while taking turn to the right without going around the island.
- c. While driving cell phone should not be used by the driver. Cell phone may be attended after halting the vehicle at one place without affecting the road traffic.
- d. Inside township/factory premises the vehicle should be operated at a speed of 20Kmph strictly.
- e. Driver shall wear safety shoes. All the personal protective equipments shall be provided by the contractor.
- f. The driver shall carry out the work as per the instructions of the pooling in-charge.
- g. The driver shall follow the terms and conditions of the contract.

Violation of any of the above will attract a penalty of Rs.500/- for each occasion and deducted from the running bills or from the Security deposit without any prior information to the contractor.

**38. *PAYMENT TERMS: Bills shall be raised by the contractor (Printed format with Sl. No. only accepted) after the expiry of the concerned month and submitted in triplicate in the format given by BHEL. Payment will be made to the contractor through NEFT/RTGS within 30 days from the date of receipt of clear bill & complying all statutory requirements with due certification by the concerned department or authorized official of BHEL.***

**39.** BHEL reserves the right to set off the amounts due from the contractor against their dues payable to the contractor either under this contract or any other contract.

**40.** BHEL reserves the right to reject any offer without assigning any reason whatsoever.

41. A penalty of **Rs.500/- (Rupees five hundred only)** per occasion will be levied and deducted from the running bills or from the Security deposit without any prior information to the contractor in case:-

- i. If the driver not following/refuses to carry out the instructions of the transport pooling incharge.
- ii. If the driver or the contractor not following any other Motor Vehicle Safety Rules.
- iii. If the driver or the contractor not following any terms and condition of the contract.

42. In case of breach of any or whole of the above terms and conditions by the contractor BHEL will have the liberty to cancel the registration and contract either in part or in full and entrust in part or in full of the work to any other contractor and the contractor shall be liable to pay extra cost involved in the execution of cancelled part of the contract.

**43. The contractor shall furnish**

- i. Details of cases, Civil/Criminals/others, filed by or against the driver and pending on the date of tender.
- ii. Has the Firm/ Proprietor or partners or directors been convicted of any criminal offence by any competent court. If so furnish particulars.

44. The contractor should follow all statutory requirements enforced by State Government, like PF, ESI, and Bonus etc., for his labours. While quoting rates the above factors should be taken into consideration. Only after full filling above formalities, bills shall be passed for payments.

45. The current minimum wages as fixed by the Government of Tamilnadu and BHEL mentioned additional payment payable to Contract labourer shall be paid by the contractor to the driver. Payment shall be made for all days including Sunday & Holidays.

**46. Minimum Wages to be paid :**

Description	For Unskilled Worker (Rs.)	For Semi skilled Worker (Fresh ITI) (Rs.)	Skilled Worker ( ITI Holder with 3 years Experience / Diploma Holder / BE Holder) (Rs.)
Basic Pay as on 01.04.2016	3600 pm	3840	4050
Dearness allowance as on 01.04.2016	5196 pm	5196	5196
BHEL Adhoc per month	3200 pm	3700	4100
Total wage per month	11,996 pm	12,736	13,346

Payment of Bonus to be ensured as per Bonus act.

47. **Any increase in minimum wages, by the State Government , during the period of Contract, will have to be borne by the Contractor.** The statutory requirements like PF, ESI will be applicable for the actual total wage per month inclusive of BHEL adhoc. Bonus amount will be as per bonus act. Contractor quoted rate shall be inclusive of all the above payments including statutory payments thereon.

48. The Contractor shall remain liable for the payment of all wages or other moneys to his work-men or employees under the payment of Wages Act 1936, Employees Liability Act. 1938, Workmen's Compensation Act 1923 or any other Act or enactment, relating thereto and rules framed, there under from time to time.

49. The filled ESI declaration forms shall be submitted to the Executive of HRM Dept. In the Declaration Form full address of the contractor shall be mentioned. Whenever a fresh and unregistered worker is engaged during the operation of contract, declaration form in respect of

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that workman which should be submitted to Human Resources Department within two days of such engagement.

50. ESI contributions (1.75% employees contribution + 4.75% employer contribution of the total monthly wages) before 20<sup>th</sup> day of every following month. Prescribed challans are available at ESI local office, Ranipet (near Sipcot). Contractors who have got their own code number can remit the contributions on that number. Along with the challan copy, the details of remittance shall be submitted to the concerned HRM Executive in the ESI compliance form.

51. The contractor should deduct Provident Fund and ESI amount as per the provisions and amount so deducted along with the matching contribution of the contractor shall be remitted to the authorities concerned within the stipulated time. The statement of deduction along with the challans evidencing remittance shall be submitted to Officer-in-charge. If the evidences are not shown, further bills of the contractor will not be paid. BHEL have the right to withhold the payment of his bills. Submission of statutory returns such as Half Yearly returns of ESI (Form 6), P.F. return (Form 12A), Form 5 and Form 10, Form 3A & Form 6A should be send to the concerned officers in time.

52. The workers' particulars such as Name, Age, Father's name, address, Phone no, etc., and their daily attendance have to be maintained by the contractor. The details of Provident Fund and ESI compliance have to be maintained by the contractor in the prescribed format/register.

### 53. Discrepancy in "words" & "Figures"

a) If, in the price structure quoted for the required goods/services/works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.

b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.

d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

54. The contractor has to follow the below mentioned without fail.

a. Minimum wages as announced by the government from time to time to be paid as applicable to the labours engaged

b. For work extending beyond prescribed shift working of 8 hours, overtime as applicable shall be paid.

c. Annual Bonus shall be paid @ 8.33% of the annual Wages.

d. P.F., and E.S.I contributions to be made at the prescribed rates on wages paid

e. Shall arrange to provide E.S.I medical cards.

f. Monthly wage slip to the labours

g. Annual slip for the P.F. contribution to be issued

h. Annual returns for the P.F. and E.S.I payments to be filed

i. Safety and Personal Protective Equipments are to be provided

j. Maintain the following registers

i. Attendance register

ii. Wage register

iii. Over time register



**ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS TRANSFER**

01	NAME & ADDRESS OF THE SUPPLIER / VENDOR PHONE NO. WITH STD CODE	PAN NO. <input type="text"/>
02	VENDOR CODE (as in WORK ORDER)	<input type="text"/>
03	Details of Bank Account:	
A)	NAME & ADDRESS OF THE BANK (WITH PIN CODE)	<input type="text"/>
B)	BANK TELEPHONE NUMBER (WITH STD CODE)	<input type="text"/>
C)	BANK BRANCH CODE:	<input type="text"/>
D)	MICR CODE	<input type="text"/>
E)	ACCOUNT NUMBER	<input type="text"/>
F)	TYPE OF ACCOUNT	CURRENT / OD / CASH CREDIT
G)	VENDOR NAME AS PER BANK RECORDS	<input type="text"/>
H)	BANK BRANCH RTGS IFSC CODE	<input type="text"/>
I)	BANK BRANCH NEFT IFSC CODE	<input type="text"/>
J)	VENDOR'S EMAIL ID (give two ids)	<input type="text"/> <input type="text"/>
K)	NAME OF AUTHORISED SIGNATORY	<input type="text"/>

**CERTIFICATE**

I / We hereby agree to receive the payments due from BHARAT HEAVY ELECTRICALS LIMITED, RANIPET by the National Electronic Funds Transfer and/or RTGS Transfer mode by credit to my / our above mentioned Bank Account. I / We also agree that payments made to the above mentioned Account is a valid discharge of the liability of Bharat Heavy Electricals Limited, Ranipet. I / we also agree to bear the applicable Bank Charges for the above mode of transfer.

AUTHORISED SIGNATORY OF VENDOR WITH SEAL

**Banker's Certification**

We confirm that we are enabled for receiving RTGS and NEFT credits and we further confirm that the account number of \_\_\_\_\_ (name of account holder), the signature of the authorized signatory and the MICR and IFSC codes of our Branch mentioned above are correct.

PLACE:

DATE:

\_\_\_\_\_  
(Manager / Officer's  
Signature Under Bank stamp)  
Authorisation No. \_\_\_\_\_

**Note:** This EFT Form is to be submitted duly filled in manually in all fields and duly signed by Authorised Signatory and certified by Banker.

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**PRICE BID****SCHEDULE OF RATES**

S.NO	DESCRIPTION OF WORK	RATE PER MONTH
01	Charges for VIP car operation on monthly payment basis @ 10 Hrs working per day	Rs.-----/- (Rupees ..... ..... only)
02	Applicable rate of Service Tax in percentage.( as per <b>clause 23 of page 13</b> ).	_____ %
03	Applicable amount of Service Tax in Rupees	_____ /-
04	Total rate per month in Rupees (Sl.no 01+03 )	_____ /- (Rupees in words..... ..... only)

**Other charges applicable**

S.No.	Norms/Other Charges	Details
a.	Working hours	10 Hrs
b.	Over time Charges	Rs. 75 per hour beyond 10 hrs., in steps of one hour and fractional hours will be ignored
c.	Night halt charges (applicable for outstation trips only)	Rs. 200 per night (in this case, overtime charges shall not applicable)

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