

	Bharat Heavy Electricals Limited (A Government of India Undertaking) BOILER AUXILIARIES PLANT RANIPET - 632 406, INDIA	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

INVITING TENDER	
Tender Notice No	9860030E DT: 26.09.2016.
Name of work	Hiring 01 nos. of Open type Diesel operated four wheeler goods carriers(Auto) of capacity 710kg and above i.e. including LCV , on monthly rental basis including diesel.
Type of tender	Open tender.
Period of contract	One year
Earnest Money Deposit (EMD) Amount	Rs. 4,000/- (Rupees Four thousand only)
Last date & Time for Receipt of the Tender	13.10.2016 at 14.00 hrs
Date of Technical bid Opening	13.10.2016 at 14.30 hrs on wards.
<i>(Please obtain updated information from the BHEL website about the latest applicable dates & other changes if any in the tender contents)</i>	
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 Price Bid opening.
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:	DGM / WCM DEPARTMENT ENGG. BUILDING –FIRST FLOOR(SOUTHSIDE), BHARAT HEAVY ELECTRICALS LIMITED RANIPET , VELLORE DISTRICT, TAMILNADU– 632 406.
Venue of the Tender Opening	WCM Department
<p>Note:</p> <ol style="list-style-type: none"> The Tender documents can be down loaded from BHEL website (http://www.bhel.com/tender/list_tender.php) and Govt tender web site: http://tenders.gov.in/ and also in Central Public Procurement Portal (CPP) website: http://eprocure.gov.in/epublish/app 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) . BHEL reserves the right to accept or reject any or all tenders without assigning any reasons whatsoever. All corrigenda, addenda, amendments, clarifications etc. to tender specification will be hosted in the web pages (www.bhel.com > Tender notifications > view corrigendum) only and not in the news papers. Bidders shall keep themselves updated with all such developments. <p>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.</p>	

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QUALIFICATION REQUIREMENTS (QR):

S NO	DESCRIPTION	BHEL REQUIREMENT	VENDOR CONFIRMATION
1	EMD	Rs 4,000/- (or) One time EMD -(Rs. Five lakhs) (or) MSME valid certificate(as per MSE Clause listed in point no.37).	DD NO. / CR.NO.
2	Eligibility	To provide "1" No. Open Auto exclusively for BHEL services. (Either Owned / Leased / Partnership)	
Note : Vehicles committed beyond 01.11.2016 for BHEL / Ranipet, under any Contract , are not eligible to quote for the same vehicle.			
3	Ownership	Owned Leased Partnership are acceptable.	
4	Type of Vehicle	Open type four wheeler goods carrier (Auto or LCV).	
5	Capacity	710 kg and above.	
6	Document copies to be submitted.	1) (i) If owned – RC copy of the vehicle. (ii) If partnership – Bond undertaking as per format in page 18 shall be submitted. (iii) If Leased – Lease agreement as per format in page 19 shall be submitted.	
		2) FC details of the vehicle(s)	
		3) Insurance Policy (Comprehensive or Third Party) of the vehicle(s)	
		4) Tax payment details of the vehicle(s)	
		5) Valid Driving license copy of the driver.	
<i>Those who are unable to comply the above points / unable to provide any of the above documents shall be technically rejected and the price bid of the rejected offers will not be opened.</i>			

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CHECK LIST (TO BE FILLED BY THE TENDERER)

1. Name of the Tenderer :
2. Address for Communication :

3. Telephone & Mobile No. :
4. Details of experience in running Auto/LCV :
5. Registration No. of the Auto/LCV :
6. Whether the vehicle is owned/Leased* : Owned / Leased
7. If leased, Lease document is attached* : Yes / No
8. Name and address of the Registered Owner:

9. Email id of the contractor :
10. Make, Model of the Auto/LCV & date of first registration :
11. Date of expiry of validity of the permit :

12. Name and address of the Insurance Co. :
13. Insurance Policy No ref. :
14. Date of expiry of policy :

15. Name of Driver :
16. Driving license No :
17. Date of expiry of the driving license validity :
18. Date of expiry of FC :
19. Details of cases, Civil/Criminals/others, if any, filed by or against the Auto operator and pending on the date of tender. :
20. Has the Firm/ Proprietor or partners or directors been convicted of any criminal offence by any competent court. If so furnish particulars. :

*tick the appropriate

EMD payment details : DD/CR No _____ Dt _____

Amount Rs. **4,000/-**

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SPECIAL INSTRUCTIONS TO THE TENDERERS

1. Tenders must be submitted in sealed covers and should be addressed to **DGM / WCM, BHEL/BAP/RANIPET-632406**, with full name and address of the tenderer and the name of the work being super scribed on the cover.
2. Late offers & incomplete offers shall become liable for rejection.
3. The tender shall be submitted as given below.
 - **Cover-1** shall contain the EMD alone. Bidders who had already remitted one time EMD (Rs. Five lakhs) should furnish the details of cash receipt No. _____Dt. _____ with a covering letter. Tender without EMD / without reference to one time EMD / without MSME valid certificate(as per MSE Clause listed in point no.37) will be summarily rejected.
 - **Cover-2** shall contain the techno-commercial bid (Page **1 to 22**) and all relevant documents.
 - **Cover-3** shall contain only the price bid.(**Page 23**)Each of the above covers shall be super scribed with tender number, respective cover content detail as EMD, Technical bid, Price bid and withfull 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.

4. At the time of tender opening,

- Covers containing EMD /One time EMD particulars (if paid already)/ MSME valid certificate (as per MSE Clause listed in point no.37), 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 Qualifying Requirements (QR) or non submission of valid documents 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.***

5. The vehicle(s) offered by the tenderer(s) who have been short listed for award of work, may be inspected at the discretion of BHEL for the condition and up keep of the vehicle after price bid opening & prior to the award of contract. BHEL shall not pay any additional charges for bringing the vehicle for inspection. The physical condition of the vehicle, engine noise and tyre condition shall be checked during inspection.

6. If the successful bidder is not able to provide the originally offered vehicle for any reason which prohibits him to extend the services for more than 15 days , they will be allowed to arrange any other vehicle with same capacity, registered on or after the registration date of the originally offered vehicle.
7. 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.
8. 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.
9. The tenderer should fill and sign the checklist which is enclosed with this Tender document page no 04. This should be enclosed along with the technical bid.

- 10. 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.**
11. In quoting the rate, 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.
12. The rate quoted in the tender shall remain valid for a period of three months from the date of opening of tender.
13. Earnest Money Deposit (EMD) of **Rs.4,000/-** (Rupees Four thousand only) in the form of Cash Receipt(CR) /Demand Draft (DD) drawn from any nationalized bank, in favor of **“BHEL, Ranipet”** payable at **SBI, Mukundarayapuram** Branch (Code 7013) / Pay online (<https://www.onlinesbi.com/prelogin/icollecthome.htm>) and enclose the payment details in the EMD cover. Bidders who have already remitted one time EMD of Rs. 5 Lakh need not submit the DD. 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.
- 14. "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."**
15. If a tenderer withdraws his offer after submission or after acceptance, fails to provide the vehicle 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.
16. 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.
17. 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.
18. The contractor’s responsibility for this contract shall commence from the date of issue of order of acceptance of his tender.
19. The earnest money deposited by the successful tenderer will be retained towards Security Deposit for the due fulfillment of the contract.
20. In the case of unsuccessful tenderers, the earnest money will be refunded normally within 15 days of award of work.
21. Unless the contractor whose tender is accepted, signs the contract agreement within fifteen 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.

22. 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.

23. 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)
 - 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.
 - d. EMD of the successful tenderer will be converted and adjusted against security deposit.
 - e. EMD and security deposit shall not carry any interest.
24. Security deposit shall be refunded only after successful completion of the contract to BHEL's satisfaction.
25. 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.
- 26. 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.**
27. If a tenderer expires after submission of his tender, the Bharat Heavy Electricals Ltd, may be at their discretion to cancel such tender.
28. 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.
29. 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.

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30. The expenses for completing and stamping the agreement shall be to the contractor's account.
31. 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.
32. 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.
33. 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.
34. The "GENERAL CONDITIONS AND INSTRUCTIONS 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.
35. 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.
36. 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.
37. **If vendor have their MSE Certificate, need not to pay EMD 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:

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

Signature of the Tenderer with seal
(Authorized Signatory)

38. 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, notwithstanding 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 "Auto with Driver" without any break during the period of Contract or
 - if in the opinion of BHEL, the Contract performed by the Contractor are not satisfactory, or
 - 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.

39. 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 there for 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.

40. 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.

41. SET OFF Clause: "BHEL shall have the right to recover any money which in the sole opinion or BHEL is due from the Contractor from any money due to the Contractor under this Contract or any other contract or from the Security Deposit furnished by the Contractor under this Contract or any other contract. "

42. "Notwithstanding anything to the contrary, including, but not limited to, provisions relating to extension of time and compensation/or delay, time shall be the essence of the Contract."

43. 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.

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."

44. 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.

45. 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)

SPECIAL CONDITIONS TO THE TENDER:

1. ***The vehicle offered shall be in good condition and operated within BHEL premises and to other places / vendor works in and around Ranipet, Arcot, Walaja & Vellore etc., as directed by BHEL official-Incharge for the movement of materials with or without men. The approximate usage of the vehicle per month is 1100 KM. However, the distance may vary according to BHEL's requirement and payment will be made on monthly rental only. The vendor shall quote for monthly rental on all inclusive basis (FIRM price basis), including driver salary, statutory payments & diesel cost etc., Any diesel price variation / minimum wage revision, if any shall be borne by the contractor only.***
2. The tender is floated on two part bid basis i.e., (1) Techno commercial bid and (2) Price bid.
3. In case if the Tenderer is offering vehicle by entering into a Partnership agreement , it is sufficient if the vehicle is owned by one of the partners. In such case, the Tenderer shall enclose a Letter of Undertaking from all the Partners of the Firm as per Annexure (page 17).
4. **The loading pattern of hiring shall be decided on the following basis.**

From the technically qualified bidders, on opening the price bids , Lowest standing (L1) bidder shall be considered for the award of work.

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), L1 rank shall be decided based on the details given below.

- a) Latest registered vehicle shall be ranked first.
 - b) If more than one vehicle is registered on the same date, the latest manufacturing date shall be ranked first.
 - c) If more than one contractor has offered same date, registered vehicle with same manufacturing date, then existing contractor shall be ranked first.
 - d) In the absence of previous/current performance records of first time bidders, the loading will be decided based on the other factors like vehicle model, and fitness Conditions.
5. The driver should be literate. He should be able to read and understand invoices, DC's and vouchers, since he has to collect materials, components etc from stores and deliver to various departments. He has to co-ordinate all user departments.
 6. The Four wheeler goods carriers are required for a contract period of ONE YEAR. 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.
 7. The vehicle should be operated for **08 Hrs/day** generally from **08.00Hrs to 16.30Hrs with a break for lunch**. The vehicles may be required to work in other shifts as informed by the official in charge. The reporting and releasing time can vary according to work requirement of BHEL from time to time.
 8. The vehicle shall report for duty in all days of the month (including Sundays and holidays, if required by the user).

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9. In case the vehicle is required on any of the Sundays or holidays, the same will be informed to the contractor verbally by BHEL and it is the responsibility of the contractor to provide without any additional payment by BHEL.
10. The vehicle shall report to Civil Township office , and perform the duty allotted by the Sr.Manager/ Civil Township.
11. The vehicle shall be reported in full readiness for the entire day's operation in respect of fuel availability and readiness of the driver.
12. The contractors should not sell their vehicles, or cancel the lease agreement /agree to cancel the lease agreement without prior permission of BHEL.The contractor should not sub-contract the operation of the vehicle.

Recovery and penalty

13. During the contract period, if the contractor is not able to provide the four wheeler goods carrier on any day, prevailing market hire charges for the same type of vehicle will be recovered even if the alternate vehicle is not booked by BHEL or the actual cost incurred in getting the alternate vehicle of same or higher segment subject to availability for the absence day(s) will be recovered in addition to penalty of Rs.500/- per day will be recovered from the contractor.
 - (a) For part of the days absence up to 04 hours, pro rata hire charge along with a penalty of Rs. 250/- will be recovered from the contractor.
 - (b) Absence exceeding 04 hours in a day will be treated as full day absence and recovery will regulated as stated above.
14. However, during absence / break down, contractor will be permitted to provide alternate vehicle in good condition for a day or two with prior permission of BHEL, in which case recovery as per clause 13 will not be levied.
15. In case of non availability of diesel during working hours / refusal of work, if any, shall be treated as full day absence & penalty shall be levied as per clause 13.
16. ***If the contractor is not able to provide the vehicle for a continuous period of 15 days, BHEL reserves the right to terminate the contract and to take appropriate action against the Contractor.In the event of contract termination, the security deposit paid by the contractor will be forfeited.***
17. The contractor will be allowed to avail one day leave, during the FC period, for which penalty will not be levied as per clause 13. However, the hire charges will not be made for the same. The contractor shall obtain prior permission to avail the leave from M&S official with necessary proof of relevant documents. If more than one day is taken, the contractor has to arrange alternate vehicle, otherwise recovery/penalty as per **clause 13** will be levied for the additional leave availed.
18. During the contract period the vehicle shall be maintained by the contractor always in good running condition to the fullest satisfaction of BHEL and BHEL reserves the right to terminate the contract in case if they are not maintained well.
19. ***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.***

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20. The contractor shall be responsible for obtaining necessary comprehensive insurance policy, appropriate driving license with proper endorsement etc, and complying with all the statutory requirements including labour laws that may be necessary in this respect. 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.
21. The contractor shall pay necessary taxes and keep the fitness certificate for the vehicle valid during the contract period.
22. The contractor shall check for exhaust emission test and obtain fitness for their vehicle once in 6 months in meeting the statutory norms laid by Tamil Nadu Motor Vehicle Rules.
23. The driver should keep the copy of relevant documents (Driving license, Road tax token, Registration Certificate, Insurance, Fitness Certificate, and Permit etc.) with the 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.
24. 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 contractors.
25. ***The contractor shall take Comprehensive Insurance Cover or unlimited third party property damage insurance cover for the vehicle during the contract period.***
26. 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.
27. 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.
28. Proper trip register for vehicles as required by BHEL shall be maintained by the contractor's driver and the same shall be submitted to BHEL daily and all the time.
29. It is the responsibility of drivers to get filled all the columns in the trip register and got signed by the user and certified by the transport pooling in charge. In case of loss of original trip register, BHEL reserves the right not to entertain the claim
30. The driver of the vehicle should compulsorily wear KAKHI 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. Drivers without Kakhi uniform shall not be allowed to drive the vehicle.
31. The vehicle engaged will be checked up by BHEL Security personnel as and when required.
32. ***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.

ENQUIRY NO.9860030E

- b. Not to go on the wrong side while taking turn to the right without going around the island.
- c. Exhaust emission test to be conducted once in 6 months as per statutory norms and should obtain fitness certificate for plying the vehicle.
- d. 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.
- e. Inside township premises the vehicle should be operated at a speed of 20Kmph strictly.
- f. Driver shall wear safety shoes. All the personal protective equipments shall be provided by the contractor.
- g. The driver shall carry out the work as per the instructions of the pooling incharge.
- h. 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.

33. 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.

34. 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.

35. The vehicle should report to Civil / Township at the end of shift positively and get incharge's signature for closing the trip sheet of the day, otherwise payment will not be made for that day.

36. No contract vehicle shall remain parked in the company premises including township area beyond the permitted shift duty hours. Non compliance will attract action as per company rules.

37. The Vehicle operator shall furnish

- i. Details of cases, Civil/Criminals/others, filed by or against the tractor operator 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.

38. 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.

39. The current minimum wage as fixed by the Government of Tamilnadu for USW and BHEL additional payment of Rs.3200/- per month shall be paid by the contractor to the driver. Payment shall be made for all days including Sunday & Holidays.

40. The current minimum wages as fixed by the Government of Tamilnadu and BHEL insisted 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.

41. 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 (2000 + 1200) 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.

42. 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.

43. 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.

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

45. ESI contributions (1.75% employees contribution + 4.75% employer contribution of the total monthly wages) before 20th 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.

46. 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.

47. 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.

48. 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

49. 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.

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 service

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

Incase 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 statue shall be carried out.

50. 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.

LETTER OF UNDERTAKING

(To be submitted In Stamped Bond paper of value Rs.20/- for each vehicle)

We, (Insert name of the partnership), having its office at (Insert place of registered office), do hereby state as follows:

1. We undertake that the (Insert Type & Model of open type four wheeler goods carrier) bearing registration number (Insert) and (insert other details as may be necessary) is registered in the name of (insert name) who is one of the partners of the (insert name of the partnership)
2. We undertake that the said open type four wheeler goods carrier is a property of the partnership firm and we undertake to use the open type open type four wheeler goods carrier strictly for purposes relating to the Contract and shall not use the open type four wheeler goods carrier in any manner that would affect our ability to perform the Contract with BHEL.
3. We undertake that if we are awarded the Contract we will perform our obligations in accordance with the Contract and instruction of Bharat Heavy Electricals Limited, Ranipet.

Signed on (insert) day of (insert), 2016 at Ranipet

(Signature of partner with seal)

(Signature of partner with seal)

(To be notarized)

LEASE AGREEMENT

(To be submitted in stamped Bond paper of value Rs.20/- for each Single Vehicle)

This agreement for lease made on this _____ day of _____ 2016 between :-

- 1) _____(Owner of vehicle Name & Address), herein referred as a Licenser of the one part.
- and
- 2) _____(Leased person Name & Address), herein after referred as Licensee of the other part as follows:-

The Licenser is the owner of the vehicle bearing registration No._____. The Licensee has approached the licenser to permit him for 13 months **from 01.10. 2016 to 31.10.2017** to take the vehicle for lease to carry out his transport activities using the vehicle for his business activities.

All the repair and maintenance of the vehicle to be taken care by the Licensee during the lease period.

The vehicle is given to the licensee on lease for **BHEL/BAP/RANIPET** transport activities by the licensee.

The Licensee shall maintain the vehicle in good condition and return the same to the licenser on the expiry of the lease agreement without any damage.

1.Witness :-
(Signature, Name & Address)

LICENSER
(Owner of vehicle)

2. Witness :-
(Signature, Name & Address)

LICENSEE
(Leased person)

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UN -PRICE BID FORMAT**SCHEDULE OF RATES**

SL NO	DESCRIPTION	RATE / PER MONTH / PER AUTO
01	Monthly rental charges for standard model <u>open type body diesel</u> operated four wheeler goods carriers capacity of 710 kg and above i.e. including LCV , for 08 Hrs operation per day with driver including diesel.	<u>QUOTED IN PRICE BID</u>
02	Applicable rate of Service Tax in percentage	 %
03	Applicable amount of Service Tax per month in Rupees	<u>QUOTED IN PRICE BID</u>
04	Total rate per month in Rupees (Sl.no 01+03)	<u>QUOTED IN PRICE BID</u>

Note:- 1

- 1. Contractor has to fill applicable service tax % in Sl.No : 2**
- Contractor should not mention any amount in this Un price bid and same should be submitted along with techno commercial bid in cover 2.
- Rate should be quoted only in the price bid and to be submitted in a separate cover 3 along with the tender.

Note:-2

- If the service tax is applicable, then the rate of service tax shall be clearly indicated. The service tax paid shall be fully reimbursed by BHEL, on submission of proof for payment of Service Tax receipt along with the monthly invoice.
- If the bidder's serviceable turnover is less than threshold limit at present (i.e prevailing limit Rs.10 lakhs per financial year) and the same shall be clearly indicated as "Service tax is not applicable at present and incase of any service tax liabilities due to exceeding the threshold limit, the bidder shall be responsible and the service tax shall not be reimbursed by BHEL).
- If service tax is not specified in the tender, the same will be treated as inclusive of service tax.

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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**

SL NO	DESCRIPTION	RATE / PER MONTH / PER AUTO
01	Monthly rental charges for standard model <u>open type body</u> diesel operated four wheeler goods carriers capacity of 710 kg and above i.e. including LCV, for 08 hrs operation per day with driver including diesel.	Rs.
02	Applicable rate of Service Tax in percentage	%
03	Applicable amount of Service Tax per month in Rupees	Rs.
04	Total rate per month in Rupees (Sl.no 01+03)	Rs. (Rupees in words _____ _____only)

- The rate quoted is on monthly rental basis (FIRM price basis), inclusive of driver salary, all statutory payments, taxes, vehicle maintenance, oil & diesel cost etc., Any diesel price variation / minimum wage revision, if any shall be borne by the contractor only.**
- For excess hours operations payment will be made on pro-rata basis.
- If service tax is applicable, then the rate of service tax shall be clearly indicated. The service tax paid shall be fully reimbursed by BHEL, on submission of proof for payment of Service Tax receipt along with the monthly invoice.
- If service tax is not specified in the tender, the same will be treated as inclusive of service tax.
- The ranking will be calculated on total amount (i.e., monthly rent + service tax).

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