

	<b>Bharat Heavy Electricals Limited</b> ( A Government of India Undertaking) <b>BOILER AUXILIARIES PLANT</b> <b>RANIPET - 632 406, INDIA</b>	Phone No: 04172-284698,4686  E-mail: <a href="mailto:mpcsekhar@bhel.in">mpcsekhar@bhel.in</a> <a href="mailto:jmganvir@bhel.in">jmganvir@bhel.in</a>
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**WORKS CONTRACT MANAGEMENT DEPARTMENT**

REGISTERED POST WITH ACK.DUE

<b>INVITING TENDER</b>	
Tender Notice No	<b>9890021E, DT: 27.07.2019.</b>
Name of work	Hiring 5 nos. of Tata Indica diesel A/C Taxis, model 2015 or later on monthly rental basis for a period of One year.
Type of tender	Open tender (Two part bid).
Period of contract	One Year
Earnest Money Deposit (EMD) Amount	Rs.9,500/- per Taxi. Rs.47,500/- for Five taxis.
Last date & Time for Receipt of the Tender	17.08.2019 at 14.00 hrs
Date of Technical bid Opening	17.08.2019 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>DEPUTY MANAGER/ WCM DEPARTMENT ENGG. BUILDING –GROUND FLOOR(WEST SIDE), BHARAT HEAVY ELECTRICALS LIMITED RANIPET , VELLORE DISTRICT, TAMILNADU– 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.	

**DM / WCM**  
**(ISSUING OFFICER)**

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**QUALIFICATION REQUIREMENTS (QR):**

S NO	DESCRIPTION	BHEL REQUIREMENT	VENDOR CONFIRMATION
1	EMD	Rs.9,500/- per Taxi. Rs. 47,500/- for Five taxis. (or) MSME valid certificate (as per MSE Clause listed in point no.38).	DD No.
2	Type of Vehicle & Model No.	Tata Indica Diesel A/c Taxi with white / Silver Colour. Model 2015 or Later is only Accepted. Other make/ Other colour / Earlier model Vehicles are not acceptable.	
3	Ownership	Own / Lease / Partnership are acceptable.	
4	Document copies required	<p>Driver should have valid LMV license with badge. Driver should have minimum 3 years driving experience.</p> <p>1) a) If owned – RC copy of the vehicle shall be submitted. b) If Leased – RC copy + Lease agreement as per format in <b>page 24</b> shall be submitted. c) If partnership – RC copy + Bond undertaking as per format in <b>page 23</b> shall be submitted</p> <p>2) Valid FC details of the vehicle 3) Valid Comprehensive Insurance Policy of the vehicle 4) Valid Tax payment details of the vehicle 5) Valid Permit of the vehicle 6). The name of the driver with the driving license copy and experience certificate shall be submitted.</p>	
<b>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 offerers will not be opened. Offers of the Contractors/Suppliers, against whom, any unit of BHEL had initiated process for “Suspension of Business dealings” or already done will summarily be rejected.</b>			

- Valid Comprehensive Insurance policy for the vehicle offered.
- 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.
- BHEL reserves its right to reject the tender on account of unsatisfactory past performance by the bidder in other projects awarded under different enquiry.

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**Note: BHEL has now made arrangements for payment of EMD thru" Online. The steps to make online payment is detailed as below:**

- Visit <https://www.onlinesbi.com/prelogin/collecthome.htm>
- Click "Proceed" button
- Select "**Tamilnadu**" in the drop down menu under „State of Corporate/Institution \*"
- Select "**PSU-PUBLIC SECTOR UNDERTAKING**" in the next drop down menu under " Type of Corporate/Institution"
- Click "Go" button
- Select "**BHEL BAP RANIPET**" in the drop down menu under "PSU-PUBLIC SECTOR UNDERTAKING"
- Click "Submit" Button
- Select "**EMD**" in the drop down menu under "Select Payment Category"
- Now Fill in the required details and ensure correctness of data filled. Ensure that you are entering correct enquiry/tender number and other details correctly.
- Make payment for EMD as required in tender after entering the details and enclose copy of receipt along with tender documents.

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

1. Name of the Tenderer :
2. Address for Communication **with email** :
3. Telephone, Cell No. :
4. Details of experience in running Tourist Taxi :
5. Registration No. of the Tourist Taxi :
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. Make, Model of the Tourist Taxi & date of first Registration :
10. Tourist Taxi permit No. and date of Issue :
11. Date of expiry of validity of the permit :
12. Name and address of the Insurance Co. :
13. Comprehensive Insurance Policy No :
14. Date of expiry of policy :
15. Name of Driver :
16. Driving license No & Badge no :
17. Date of expiry of the driving license validity :
18. Cell phone No :
19. Date of expiry of FC :
20. Details of cases, Civil/Criminals/others, if any, :  
filed by or against the Taxi operator and pending on the date of tender.
21. Has the Firm/ Proprietor or partners or directors :  
been convicted of any criminal offence by any competent court. If so furnish particulars.
22. Is the offered Taxi owned by BHEL employees, :  
or their dependents, or their relatives? if yes, furnish details
23. **Applicable GST** : \_\_\_\_\_ %  
**\*tick the appropriate**

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

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

**GENERAL CONDITIONS TO THE TENDERERS**

1. Tenders will be received by M/s Bharat Heavy Electricals Ltd, Ranipet-6 up to **14.00Hrs on 17.08.2019 in the prescribed form and will be opened on 17.08.2019 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 **DM/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 alone. Tender without EMD / without MSME valid certificate (as per MSE Clause listed in point no.38) will be summarily rejected.

**Cover-2** shall contain the techno-commercial bid (Page **1 to 26**) and all relevant documents.

**Cover-3** shall contain only the price bid. (**Page 27**)

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.38), 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 as per **clause 19 of page 13** 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. The vehicle offered by the tenderers shall be inspected at the discretion of BHEL for the condition and up keep of the vehicle for technical evaluation after documents verification. BHEL shall not pay any additional charges for bringing the vehicle for inspection. If any tenderer has not produced the vehicle within the specified time, their offer shall be liable for rejection. Working condition of A/c also will be inspected for offered vehicle. **During inspection, if vehicle condition is not good, the offered vehicle will be rejected.**
7. **The vehicle offered by the tenderers 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. During inspection, if vehicle condition is not good, the offered vehicle will be rejected.**
8. 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.

9. 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.
10. The tenderer should fill and sign the “**checklist of this Tender document page no 4**” which forms part of the technical bid.
11. 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.
12. 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.
13. The rates quoted in the tender shall remain valid for a period of three months from the date of opening of tender.
14. Earnest Money Deposit (EMD) of **Rs.9,500/- per Taxi and Rs.47,500/- for Five taxis**, must be accompanied with the tender, in the form of 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/icollecthome.htm>-Please ref: Page no.3, Note).
15. *"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."*
16. ***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.***
17. 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.
18. 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.**
19. The contractor’s responsibility for this contract shall commence from the date of issue of order of acceptance of his tender.
20. The acceptance of the offer by BHEL is based on the inspection of the vehicle(s) condition and records/ legal ownership pertaining to the vehicle(s) within the time limit prescribed by BHEL.
21. The earnest money deposited by the successful tenderer will be retained towards Security Deposit for the due fulfillment of the contract.
22. In the case of unsuccessful tenderers, the earnest money will be refunded normally within 15 days of acceptance of award of work by the successful tenderers.
23. 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.

**24. SECURITY DEPOSIT**

SECURITY DEPOSIT shall be collected from the successful tenderer. The total amount of security deposit will be 5% of the contract value. **The rate of security deposit shall be calculated for the total rental value only which excludes diesel cost and other charges etc.** 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)
  - 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.

**Security deposit shall be refunded only after successful completion of the contract 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.
30. Words imparting the singular number shall deemed to include the plural number and vice versa where the context so require.
31. The expenses for completing and stamping the agreement shall be to the contractor's account.
32. 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.
33. 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.
34. 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.
35. **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.**
36. 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.
37. 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.
38. **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:

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

**39. 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
- 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.

**40. 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.

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

**42. 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."

**43. 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.

**44. 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))

**45. 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. "

**46.** "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."

**47.** The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site [www.bhel.com](http://www.bhel.com).

**48.** "BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life/permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below. a). Victim: Any person who suffers permanent disablement or dies in an accident as defined below. b). Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/operation and works incidental thereto at BHEL factories/offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works/ during working at BHEL units/officers/townships and premises/ project sites. c). Compensation in respect of each of the victims: (i) In the event of death or permanent disability resulting from Loss of both limbs:Rs.10,00,000/-(Rs. Ten lakh) (ii) In the event of other permanent disability:Rs.7,00,000/-(Rs. Seven lakh) d). Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to section 2 (I) of the Employee's Compensation Act, 1923.

**SPECIAL CONDITIONS TO THE TENDERS**

1. The vehicle offered shall be of **Tata Indica Diesel A/c Taxi of 2015 Model** or later, having valid documents. Vehicle offered shall be of **White or Silver grey** colour only. The vehicle fulfilling the above conditions alone can be considered.
2. The vehicle offered shall be in good condition. Inspection of the vehicle offered shall be carried out by BHEL officials at BHEL/Ranipet premises for technical evaluation before price bid opening, and their decision regarding acceptance or rejection of any vehicle(s) is final.
3. The tender is floated on two part bid basis i.e., (1) Technical bid and (2) Price bid. The vehicle offered shall be inspected for its technical performance and document perfectness for approving to participate in price bidding. The vehicle which are not technically qualified will not be considered for price bid evaluation.
4. In case if the Tenderer is a Registered Partnership Firm, it is sufficient if the vehicle is owned by one of the partners of the Partnership Firm. In such case, the Tenderer shall enclose a Letter of Undertaking from all the Partners of the Firm as per **Annexure I** (page 23).
5. **The loading & ranking pattern of hiring shall be decided on the following basis.**
  - i. From the technically qualified bidders, based on the Lowest standing (L1) in the price bid evaluation L1 rating will be decided.
  - 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), loading 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, latest model shall be ranked first.
    - c. If more than one vehicle is registered on the same date, existing contractor shall be ranked first.
    - d. If more than one existing contractor has offered same date registered vehicle, then preference will be given for performance of the contract and fitness of vehicle.
    - e. 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.
    - f. If the rank could not be finalized on the above (a) to (e), then the owner cum driver will be given preference.
  - iii. In case the L1 bidder's original offered quantity is less than the requirement, after following the above steps as per 5 (ii), for any short fall in meeting the overall required quantity, the finalized L1 rate will be counter offered in seriatim to the other bidders.
  - iv. However, counter offering L1 rate will not be made to all the bidders who quoted. The highest bidder, who has quoted abnormal high rate compared to L1, will not be given chance.
  - v. If L2 /L3.....Ln offers in the event of tie, the same procedure will be followed as per clause 5 (ii), referred above.
6. **Color of Tata Indica Diesel A/c Taxi shall be White or Silver Grey only.**
7. **Hired Taxi will be utilized by BHEL for local, out-station and ghat section trips without any restriction.**
8. ***The diesel charges shall be fully reimbursable by BHEL as per the rate announced by IOCL, prevailing at IOCL dealer Ranipet from time to time during the contract period.***
9. In the event of usage of non A/c, diesel charges for every 16 Kms run will be reimbursed by BHEL.

10. Permit charges during visit to other states /Additional charges like Toll, taxes will be paid as per statutory and actual subject to document evidence without any over writing/Correction
11. The actual car parking charges incurred at Airport / Railway Stations and any other public places, Toll charges will be reimbursed by BHEL on production of the original receipts on certification from the Executive of user department. Such receipts shall be without any corrections or over writings.
12. Other charges applicable for Tata Indica A/c Taxi:

S.No.	Norms/Other Charges	Details
a.	Working hours	12 hrs (07.30 hrs to 19.30 hours)
b.	Retention / Over time Charges	Rs. 50 per hour beyond 12 hrs., in steps of one hour and fractional hours will be ignored
c.	Night halt charges	Rs. 100 per night (in this case, retention charges shall not applicable)
d.	Permit charges	At actuals against submission of documentary proof
e.	Toll charges	At actuals on submission of proof in original
f.	Parking charges	At actuals on submission of proof in original
g.	Food Allowance	Rs. 100 per day for out station work and beyond 06hrs.

13. Car 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.
14. For non report days of the car 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 rent.
15. *In case the car 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.*
16. BHEL reserves the right to use the vehicle as per requirement.
17. The tender will be finalized based on the monthly Rental charges quoted.
18. 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.***
19. Photostat copies of the following documents are to be enclosed along with the tender documents.
- RC book of the vehicle
  - FC details of the vehicle
  - Insurance Policy (Comprehensive) of the vehicle
  - Permit details of vehicle
  - Tax payment details of the vehicle
  - Driver License, Tourist endorsement and experience details
  - Lease agreement (as per format in [page 24](#)), if applicable.
  - Undertaking in case of Partnership (as per format in [page 23](#)), if applicable.
20. Originals of the above documents shall be submitted by the contractor whenever requested by BHEL to do so.

21. The vehicle 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.
22. **The vehicle shall be operated for twelve hours per day normally from 07.30Hrs to 19.30Hrs. However, the reporting and releasing time for the vehicle is likely to vary as per the requirements of BHEL.**
23. The vehicle shall be reported in full readiness for the entire day's operation in respect of fuel availability and readiness of the driver.
24. The contractors should not change their vehicle without prior permission of BHEL. If any requirement to change the vehicle, the same model / higher segment make of vehicle shall be replaced.
25. The contractor should not sub-contract the operation of the vehicle.

**Recovery and penalty**

26. During the contract period, if the contractor is not able to provide the vehicle 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 06 hours, pro rata hire charge along with a penalty of Rs. 250/- will be recovered from the contractor.
  - (b) Absence exceeding 06 hours in a day will be treated as full day absence and recovery will regulated as per **Clause 26**.
27. The vehicle shall be maintained well and break down if any, shall be treated as absence and payment shall not be effected for the actual break down hours. However, B/D due to diesel shortage if any, during the working hours shall be treated as absent for the entire day and payment shall not be made for the whole day. Penalty shall not be applicable in case of break down / diesel shortage
28. 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 26** will not be levied.
29. ***In case of sudden stoppage of Vehicle 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.***
30. The contractor will be allowed to avail one day leave, during the FC period, for which penalty will not be levied as per **clause 26**. 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 26** will be levied for the additional leave availed.
31. ***The vehicle under BHEL contract should not be operated for any private trips during the contract period.***
32. 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.



33. ***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.***
34. The contractor shall be responsible for obtaining necessary permit, comprehensive insurance policy, appropriate driving license with tourist 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.
35. The contractor shall pay necessary taxes and keep the fitness certificate for the vehicle valid during the contract period.
36. The contractor shall check for exhaust emission test and obtain fitness of their vehicle once in 6 months in meeting the statutory norms laid by Tamil Nadu Motor Vehicle Rules.
37. The Car driver should keep the copy of relevant documents (Driving license, Road tax token, Registration Certificate, Insurance, Fitness Certificate of the Car Permit etc.) with the Car 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.
38. 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.
39. The contractor shall take Comprehensive Insurance Cover including unlimited third party property damage cover for the vehicle during the contract period.
40. 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.
41. 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.
42. Proper trip register for vehicle 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.
43. 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
- 44. Driver:**
- a. The driver of the vehicle should compulsorily wear WHITE UNIFORM (PANT and 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 white uniform shall not be allowed to drive the vehicle.
  - b. Driver should have minimum 3 years driving experience.
  - c. Driver should have valid LMV license.
  - d. Driver should possess badge number.
  - e. The driver appearance & behavior on and off the taxi should always be decent and courteous.
  - f. Playing of tape recorders or radios in the taxi should be avoided within the factory premises.



- g. Sun film sticker in the window glass should not be dark and inner side of the car must be visible for the security personnel without lowering the window glass.
  - h. The contractor shall not change the driver frequently, unless otherwise warranted and with prior permission only.
45. The vehicle engaged will be checked up by BHEL Security personnel as and when required.
46. The contractor should ensure that there should not be any advertisement on the Car.
- 47. While driving, cell phone should not be used by the driver.**
48. 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.
49. Sun film sticker in the window glass should not be dark and inner side of the car must be visible for the security personnel without lowering the window glass.
- 50. . 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. 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.

**51. 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.**

52. The diesel charges shall be reckoned only from our FACTORY GARAGE irrespective of the location of the contractor's shed.

53. 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.

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

55. 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.
- iv. If the driver of the contractor not carrying the BHEL play cards given along with his vehicle or not displaying in front of the vehicle or at CMC hospital, railway stations and hotels etc, to pick up VIP's from those locations as per the instruction of pooling in charge.

56. 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.
57. Timely providing of the vehicle and good up keeping of the vehicle for running efficiently are the essence of the contract. Further he will see that the car is provided with following additional things and emergency accessories. a) Fan belt b) Stepney c) Standard tools d) Spare bulb e) fuses f) Radiator hoses etc to attend emergency repairs.
- i. Seats: Back rest and bottom should be covered with white Turkish towel, without which vehicle will not be allowed for operation.
  - ii. Contractor shall provide cell phone facility to the driver for emergency communication, during contract period.
  - iii. The transport contractor will bear the entire responsibility of submitting the duly filled in daily/monthly trip sheets given by the company for each trip after obtaining the signature of the passenger/customer only. Incomplete trip sheet will be restricted for the actual information furnished for payment purpose.
58. The Car should report to garage at the end of shift positively to pooling section and get pooling in charge signature for closing the trip sheet of the day, otherwise payment will not be made for that day.
59. In case of failure of Speedo meter reading, the same should be brought to working condition, before reporting to duty next day. For the journey period and distance on the day of failure of the speedometer, the payment will be released based on the certifications made by Executive/M&S. From next day onwards the vehicle will not be allowed to ply with faulty Speedometer.
60. 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.

**61. The Car operator shall furnish**

- i. Details of cases, Civil/Criminals/others, filed by or against the Car 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.
62. The Car supplied should not be owned by BHEL employees, their dependents, and their relatives.
63. 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.
64. The Contractor has to pay his labour, the minimum wage as fixed by the State Government and additional payment as insisted by BHEL.
65. 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.
- 66. *Any increase in minimum wages, by the State Government , during the period of Contract, will have to be borne by the Contractor.***

**67. 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.

68. 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

**69. 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 01.04.2019	7,650 pm	7,950 pm	8,205 pm
Dearness allowance as on 01.04.2019	4,574 pm	4,574 pm	4,574 pm
BHEL Adhoc (2000 + 1200 ) per month	3,200 pm	3,700 pm	4,100 pm
Total wage per month	15,424 pm	16,224 pm	16,879 pm

Payment of Bonus to be ensured as per Bonus act.

- 70. **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.
- 71. The successful bidders should have to arrange police verification certificate of concern drivers (whom they are going to be engaged for operation of their taxis) for obtaining entry pass.

72. Vendor shall furnish the details of the offered vehicle in the format along with technical bid.

S.No	Registration Number	Model	Tax exp.	Ins. exp.	Permit. exp	FC exp.	Pollution exp.	Own/ lease	Lease Agrt.
1									
2									
3									
4									
5									

73. **GST :**

**Registration & GST Rate**

- Bidder should indicate GSTIN No. (Copy of GST registration to be enclosed) and PAN No. (copy of PAN to be enclosed).
- Central Tax/ State Tax/ Integrated Tax/ Union Territory tax to be quoted as extra in %.
- Bidders to ensure correct applicability of Central Tax/ State Tax/ Integrated Tax/ Union Territory tax based on the Inter / Intra state movement Supply of goods and provision services or both.

**Invoicing & Payment**

- The Tax Invoice for supply of Goods & Services should be raised as per the provision of GST Act & Rules and must compulsorily mention the following :-
  - BHEL-RANIPET GSTIN: 33AAACB4146P2ZL or GSTIN of BHEL Nodal Agency as mentioned in NIT or informed subsequently.
  - HSN Code or Service Accounting Code for supply of goods or services.
  - Name & address of supplier
  - GSTIN of Supplier
  - Consecutive Serial Number & date of issue
  - Description of goods or services
  - Total value of supply
  - Taxable value of supply
  - Tax Rate – Central Tax & State Tax or Integrated Tax, Cess
  - Amount of Tax charged
  - Place of supply
  - Address of delivery if different from place of supply
  - Signature of authorized signatory
- Reimbursement of GST to the vendor is contingent upon complying with the following condition by the service provider:-
  - Uploading the onward GST Return (**GSTR-1**) in GSTN Network portal within the statutory time period.
  - Discharging the GST tax liability to the Government.
  - Submission of Tax Invoice to BHEL.
  - Submission of proof of payment of GST to BHEL.
  - Availment of Input Tax Credit by BHEL.

**Input Tax Credit**

6. In case GST credit is delayed/ denied to BHEL, due to non/delayed receipt of goods and/or services and/or tax invoice or expiry of timeline prescribed in GST Law for availing such ITC, or any other reason not attributable to BHEL, GST amount shall be recoverable from Vendor along with interest & penalty levied/ leviable.
7. In case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor/contractor along with interest & penalty levied/ leviable on BHEL.
8. In case of discrepancy in the data uploaded by supplier in the GSTN portal or in case of any incomplete work/service, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal).
9. For any such delay in availing of tax credit for reasons attributable to vendor (as mentioned above), interest as per the GST Act & Rules, along with penalty, if any will be deducted for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills.

**Penalty for Non-compliance of GST Act**

10. Penalty amount so determined along with GST if applicable thereon shall be recovered from the contractor.

**Anti-profiteering Measure**

11. Any reduction in rate of Tax on any supply of goods or services or the benefit of input tax credit shall be passed on to the recipient by way of commensurate reduction in prices.

**Other Provision**

12. The agency should quote the applicable taxes and duties in the technical bid (part-A) as well as in price bid (part-B).
13. All the terms & conditions of the contract with respect to Taxes & Duties are subject to the new taxation laws introduced from time to time (e.g., GST). The terms & conditions will be modified in accordance with the provisions of new laws (e.g., GST).
14. The Prices quoted above must be inclusive of all taxes and duties and exclusive of GST, which will be payable extra as per applicable rules and subject to Submission of documentary evidence.
15. In case any changes in taxes and duties as per Gov. Notification (including GST), the same shall be applicable from time to time.
16. **If the Contractor is not registered for any statutory obligation and not liable there to, then a declaration shall be submitted along with offer that they are within the threshold limit.**

**The following details to be furnished by the bidder:**

<b>S.No.</b>	<b>Details</b>	<b>To be filled by the bidder</b>
1	GSTIN No. (Copy to be enclosed)	
2	PAN No (Copy to be enclosed)	
3	HSN Code & SAC Code (Copy to be enclosed)	

- 17) The Contractor agrees that no claim for interest or damages will be entertained or be payable by BHEL in respect of any money or balances or amounts of whatsoever nature which may be lying with BHEL owing to any disputes or differences between the parties irrespective of whether the same is decided by any authority to be paid or returned to the Contractor."
- 18) For every month, the contractor shall prepare & submit bill in the succeeding month within one week from the date of certification of quantity by user dept.
- 19) Any billing related query, clarification, document requirement, etc. shall be resolved in one go by the Contractor within one week from the date of intimation.

#### **74. Reverse Auction:**

BHEL reserves the right to go for reverse auctioning among the technically qualified bidders who have been sort listed after technical bid evaluation. "BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno commercial evaluation. All bidders to give their acceptance for participation in RA. **Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.**

In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit "online sealed bid" in the Reverse Auction. Non-submission of "online sealed bid" by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue."

**The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid. The envelope sealed price bid of successful L1 bidder in RA shall also be opened after RA and the order will be placed on lower of the two bids.**

**If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid, the bidder will be issued a warning letter to this effect. However, if the bidder repeats again it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors.**

#### **TERMS & CONDITIONS OF REVERSE AUCTION**

Against Periodical cleaning of various types of machines and accessories at BHEL, Ranipet shop floors may resort to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

- 1) For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
- 2) Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit "online sealed bid" in the Reverse Auction. Non-submission of "online sealed bid" by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
- 3) BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
- 4) In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.



- 5) Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
- 6) Bidders have to fax the Compliance form (annexure IV) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
- 7) In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, GST for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
- 8) Reverse auction will be conducted on scheduled date & time.
- 9) At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
- 10) The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
- 11) In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.
- 12) Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the "Business Rules of Reverse Auction", which will be communicated before the Reverse Auction.
- 13) If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action *as per extant BHEL guidelines*, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
- 14) The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
- 15) In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process. In case of tie for H1 bid (identical online sealed bids), 15 minutes additional time shall be provided and all the participating bidders shall be informed by mail/ message on bidding screen to enable bidders submit revised online sealed bids so as to break the tie.
- 16) BHEL reserves the right to negotiate with the L1 tenderer emerged out of Reverse Auction if the L1 amount is more than the estimated amount.
- 17) For more details, please visit our BHEL website <http://www.bhel.com> (Revision of 'Guidelines for Reverse Auction', issued on 26.09.2016.)



**LETTER OF UNDERTAKING (Annexure I )**

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

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 **Tata Indica Diesel A/c Taxi**) 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 Tata Indica Diesel A/c Taxi is a property of the partnership firm and we undertake to use the Tata Indica Diesel A/c Taxi strictly for purposes relating to the Contract and shall not use the Tata Indica Diesel A/c Taxi 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 \_\_\_\_\_ day of \_\_\_\_\_, 2019 at Ranipet

(Signature of partner with seal)

(Signature of partner with seal)

(To be notarized)

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**LEASE AGREEMENT**

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

This agreement for lease made on this \_\_\_\_\_ day of \_\_\_\_\_ 2019 between :-

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

The Licensor is the owner of the Tata Indica Diesel A/c Taxi bearing registration No.\_\_\_\_\_. The Licensee has approached the licensor to permit him for 14 months from **17.08.2019 to 16.10.2020** to take the Tata Indica Diesel A/c Taxi for lease to carry out his transport activities using the car 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 Tata Indica Diesel A/c Taxi in good condition and return the same to the licensor on the expiry of the lease agreement without any damage.

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

**LICENSOR**  
(Owner of vehicle)

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

**LICENSEE**  
(Leased person)

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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)	
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	
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	

**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/ PER TAXI
01	Hire Charges for Tata Indica Diesel A/c Taxi with driver per Month @ 12 Hrs working per day Excluding diesel charges and GST amount.	RS. _____/- (Rupees in words _____ _____ only)

Applicable GST Quoted: \_\_\_\_\_%

**Note:**

1. The rate quoted is on monthly rental basis (FIRM price basis), which is inclusive of driver salary, all statutory payments, taxes, vehicle maintenance cost etc.,. Any revision in minimum wages during the period of the contract are to be borne by the contractor only.
2. Diesel charges @ 1 Litre diesel for every 15 Kms run will be reimbursed by BHEL.
3. In the event of non-usage of A/c by the user, the diesel charges shall be reimbursed by BHEL @ 16km per litre,.
4. Diesel cost @ prevailing market rate of IOCL dealer/ Ranipet.
5. In case of non-functioning of A/c, Rs.2/- per km shall be deducted as penalty from the monthly bill and corresponding running KM, diesel charges shall be reimbursed by BHEL @ 16KM per litre.
6. Other charges payable is as per **Clause no.12, Page no. 13 of NIT.**

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