



Dated: 07-05-2012

**NOTICE INVITING TENDER**

**NAME OF WORK: HIRING OF 36-SEATER MINI BUS (TATA) FOR TWO YEARS.**

Sealed tenders are invited in 2 bid system i.e. 'Technical Cum Commercial Bid' and 'Price Bid' for the above work from COMPETENT bidders. Tenders shall be received in Tender Box kept in CISF room at Admn Building entrance gate upto 13.15 hrs. on 16.12.11 and only Technical cum commercial bid shall be opened on the same day at 1400 Hrs. Price bid shall be opened after acceptance of Technical-cum-commercial bid later on.

The price bid of only those contractors shall be opened who qualify in the Technical cum commercial Bid. The 2 bids should be enclosed in separate sealed envelopes. The two envelopes shall be enclosed in another sealed envelope. The 2 envelopes shall be super-scribed 'Price Bid' & 'Technical cum commercial Bid' for identification. This sheet should be enclosed along-with the technical cum commercial bid.

**Tender document issued to/down loaded by:**

Name of Bidder:

Full Address:

Contact Phone No.:

e-mail address:

Fax No.

(Sign, seal & date of Issuing authority)

**:IMPORTANT:**

*The bidders are directed to remain in touch with our website for amendments/ updation etc. They are especially directed to view our website two days before the due date of opening, beyond which no amendments shall be made. In case of amendment, the amended tender document shall be treated as final and previous document shall stand superseded.*

\* TC = Techno-Commercial



BHARAT HEAVY ELECTRICALS LTD., JHANSI  
COMMUNICATIONS & PUBLIC RELATIONS

**Pg. 02 of 08 of TC Bid**

**NAME OF WORK: HIRING OF 36-SEATER MINI BUS (TATA) FOR TWO YEARS.**

**TECHNICAL CUM COMMERCIAL BID (TOTAL 6 PAGES)  
(PART 'A' & PART 'B')**

***PART A: TECHNICAL DETAILS (QUALIFYING REQUIREMENTS) (1 PAGE ONLY)***

The bidders are required to provide information about the following and enclose copies of appropriate documents.

<b>Sl. No.</b>	<b>Description</b>	<b>Essential/Desirable</b>	<b>Details (To be filled in by the contractor)</b>
1.	Providing & operating of 36-seater mini bus (Tata Model 2007 or later) along with Driver	Essential	
2.	Valid labour license in case of 20 or more workers (Enclose copy)	Desirable	
3.	Copy of valid PF Regn. (Enclose copy)	Desirable	
4.	Copy of valid ESI Regn. (Enclose copy)	Essential	
5.	Contact details (for day to day liaison): a) Name of Contact person b) Address of Contact person c) Land line and Mobile numbers d) E-mail address e) Fax number	Essential	
6.	Copy of PAN (Also please enclose copy of last 3 years' I.T. Return)	Essential	
7.	EMD in the standard form enclosed for Rs.40,000/- (Forty thousand Only).	Essential	
8.	Copy of Service Tax Regn.(PAN based)	Essential	
9.	Signatures, date & seal on all pages of the Technical & commercial bid	Essential	
10.	Cost of Tender Document (Rs.441/- including Service Tax) in the form of DD/BHEL Cash Receipt.	Essential	
11	Blank Price Bid	Essential	

**BHEL may demand original certificates to be shown to verify the photocopies.**

**Note: Non-Fulfilment of any/all of the above requirements can entail disqualification of the bidder.**

All the above conditions accepted

(Sign, seal & date of Bidder)



NAME OF WORK: HIRING OF 36-SEATER MINI BUS (TATA) FOR TWO YEARS.

PART B – COMMERCIAL BID-TERMS & CONDITIONS OF CONTRACT

Tenders are invited for the above work, details of which are as mentioned in the Price Bid.

1. The bidding is in two stages i.e. (i) Technical Cum Commercial Bid & (ii) Price Bid.
2. The Price Bids of only those bidders will be opened who qualify the first stage.
3. Bidders are requested to comply with requirements like PF Registration, ESI Registration, Labour Licence etc.; if the appropriate authorities raise any such requirement/claim/challan, the contractor will have to fulfil all requirements for the which, no financial burden shall be passed on to BHEL. The full burden will have to be borne by the contractor.
4. The successful bidder will have to furnish copies of RTO Registration, showing the model, ownership, seating capacity, tax paid, road worthiness, insurance etc. on any day before placement of the bus. In case these documents are readily available, they can be furnished along with this technical cum commercial bid. In case successful bidder is unable to provide the required bus within the stipulated time, the offer can be treated as withdrawn and EMD may be forfeited along with other actions for suspension of business dealings in line with the guidelines of BHEL.
5. Item Sl. No. 2 of price bid shall become applicable on a monthly billing cycle only if the logged KMs during the billing cycle of one month exceeds 1250 KMs. This implies that this item Sl. No.2 will not be reckoned on a day to day basis.
6. The bidders are required to quote their **rates in the price bid format enclosed herewith. (There should be no cutting or over-writing in the price bid)**. The rate should include cost of Fuel, Driver, Registration, Insurance, Depreciation, Repair and Maintenance, Taxes, Duties, Profit & All Other Incidental Charges.
7. Payment will be made on the basis of actual days of deployment & Kilometers completed to different places. The initial meter reading shall be taken on reporting for duty at Transport pool at BHEL Jhansi. The Final meter reading shall be the meter reading at the point of completion of duty or at BHEL Jhansi.
8. The timing of the deployment of the bus can be changed by BHEL/CISF management depending upon the exigencies of work and seasonal variations. However, the total working hours shall not exceed 12 hours per day. No additional payment would be permissible for change in timings. On rare occasions, the working hours may be increased beyond 12 hours. However, payment will be regulated according to kilometers logged. Compensatory equal time off can be availed by the driver/conductor on mutually convenient date and time. No additional payment shall be permissible for such extra duty hours.
9. In case the contractor is unable to provide the vehicle for 12 hours on any particular day, BHEL shall have the right to make appropriate deductions which are either listed in the price bid format or which may be deemed fit for such a lapse. BHEL also reserves the right to deduct a suitable penalty amount for repeated lapses or deliberate mismanagement.
10. BHEL assures the contractor a minimum business of 300 days per year i.e. BHEL shall make payment for minimum 300 days per year to the contractor even if the bus is not utilized on these days. However, the bus should have reported for duty for such number of days. In case contract is short closed as per T&C No.11, the minimum days will be

calculated for the reduced period @ 300 per year. This condition is however subject to satisfactory fulfillment of all other terms & conditions.

Pg. 04 of 08 of TC Bid

11. The **validity of the contract** shall be **Two Years**. The contract can be terminated by any of the parties at any point of time by giving Three Months notice, in which case no compensation shall be admissible for the uncompleted period of the contract.
12. The total value of the offer (for 02 Years) shall be calculated as per the following formula:  
**Total Value of Offer = Minimum Rate Quoted (Per day) x 25 days x 24 Months + Rate quoted (per Km) x 5 Kms x 25 days x 24 months**  
The lowest bidder (L-1) will be arrived at from the above formula. However, this does not place a restriction on the daily KMs logged by the bus. This formula is for deciding the value of bids only.
13. The successful bidder will have to deploy the vehicle within two weeks' time of receiving written order.
14. Offers shall be accompanied with Earnest Money deposit (EMD) of Rs.40,000/- (Forty Thousand only) in the form of Demand Draft, in favour of BHEL Jhansi. Offers without the EMD shall be liable to be rejected. The EMD shall be refunded to the unsuccessful bidder(s).
15. **Security Deposit (SD):**
  - 15.1 Security Deposit will be collected from the successful tenderer. The rate of Security Deposit will be as below:
    - Upto Rs.10 lakhs: 10%
    - Above Rs.10 lakhs upto Rs.50 lakhs: Rs.1 lakh + 7.5% of the amount exceeding Rs.10 lakhs. Above Rs.50 lakhs: Rs.4 lakhs+5% of the amount exceeding Rs.50 lakhs. The Security Deposit shall be collected before start of the work by the contractor.
  - 15.2 Security Deposit may be furnished in any one of the following forms:
    - i) Cash (as permissible under the Income Tax Act)
    - ii) Pay Order, Demand Draft in favour of BHEL.
    - iii) Local cheques of scheduled banks, subject to realization
    - iv) Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of Contractor furnishing. The security and duly pledged in favour of BHEL and discharged on the back).
    - v) Bank Guarantee from Scheduled Banks/Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
    - vi) Fixed Deposit Receipt issued by Scheduled Banks/Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the bank.
    - vii) Security Deposit can also be recovered at the rate of 10% from the running bills. However, in such cases at least 50% of the Security Deposit should be collected before Start of the work and the balance 50% may be recovered from the running bills.
    - viii) EMD of the successful tenderer can be converted and adjusted against the security deposit.
    - ix) The security deposit shall not carry any interest.  
(Note: Acceptance of Security Deposit against Sl. No. (iv) and (vi) above will be Subject to hypothecation or endorsement on the documents in favour of BHEL.

However, 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. Successful bidder will pay the stamp duty on security deposit as per government rules.

16. The monthly bills will have to be submitted in the format of the price bid adding thereto a column for amount. The deductions table will have to be filled up by the contractor with each bill. The pool supervisor will make appropriate necessary corrections before forwarding the bills for payment. Bills not submitted in the standard format, will not be accepted for which the contractor will be held responsible.
17. The contractor will have to raise monthly bills for the service rendered; these bills shall be scrutinized by BHEL before payment. Failure to submit the bills within 3 months of the service rendered can disqualify the contractor from any claims. BHEL shall not be responsible for making any payment for which bill has not been raised/submitted to BHEL Jhansi.

**18. Fuel Price variation clause:**

- The base price of fuel shall be the price of the fuel on the date of opening of the tender.
- No price variation shall be payable/recovered in case the variation in the cost of fuel is within  $\pm 5\%$  of base price.
- Price variation shall be payable/recovered in case the variation in fuel price is more than 5%; in such a case the permissible %age for calculation of payment/recovery shall be the percentage above or below 5%. For example, if the cost escalation is 6%, the permissible %age for calculation shall be  $6\% - 5\% = 1\%$ .
- The formula for calculation of the price variation in the per kilometer rate shall be as follows:

**PVC amount/month**

$$X = (Y/100 \times 35/100 \times X_1) \times \text{No. of bus working days in the month} \\ + (Y/100 \times 35/100 \times X_2) \times \text{Extra KMs logged in one month}$$

Where,

$X_1$  = Agreed Rate of item No.1

$X_2$  = Agreed Rate of item No.2

Y = %age increase/decrease in cost of fuel with respect to base price., less 5%. In case fuel rate is revised in between any month, the "No. of bus working days in the month" would be taken from that date only.

**Example:**

Assume:

No. of bus working days = 25

Extra KMs/month = 200

Base price of fuel = Rs.43.08 per litre

Increased price of fuel= Rs.46.00 per litre

$X_1$  = Rs. 2325 per day

$X_2$  = Rs. 30/KM

Calculation:

$$Y = (2.92/43.08) \times 100 = 6.778\% - 5\% = 1.778\%$$

$$X = (1.778/100 \times 0.35 \times 2325) \times 25 + (1.778/100 \times 0.35 \times 30) \times 200 \\ = 362 + 37 = \text{Rs.399 for the month}$$

- The contractor will have to submit separate bills for variation in price of fuel; failure to submit the bill in the same financial year will deprive him of the right to claim the escalation resulting from a possible increase in price of fuel. BHEL, however shall have the right to recover the fall in price resulting from any possible decrease in fuel rates.

- f. The successful contractor is advised to raise the bills matching with the revision cycle of the petroleum companies (which currently is fortnightly) to facilitate ease in calculation of the price variation.
- 16. The vehicle will be parked at our Main Gate for which suitable place will be provided.
- 17. The driver should be well dressed in the uniform of the contractor. He should possess valid & suitable driving licence at all times and should be a person of good moral character.

**DEDUCTIONS:**

- 18. The vehicle will usually be deployed 12 hours a day, 300 days in a Year. Appropriate relieving drivers/overtime will have to be provided by the contractor to give leave to the drivers. In case of preventive maintenance/breakdown of the vehicle, alternative vehicle will be allowed. In case vehicle is not deployed by the contractor on any particular day, a penalty equal to minimum daily payable amount (not less than 50 KMs/day) shall be deducted from the monthly bill. In case this is repeated, BHEL may resort to more stringent penalties including termination of contract.
- 19. The driver of the vehicles should be well behaved and courteous with BHEL/CISF staff. In case of misbehavior by the driver, a penalty of up-to Rs.200.00 can be imposed for each there are multiple repetitions with a particular driver, he may have to be changed.
- 20. The contact person mentioned in Part-A of this bid will have to meet the pool supervisor at least once every fortnight for obtaining feedback about the operation of the mini bus. The instructions issued by the pool supervisor will be noted down by the contact person in two copies, one each for the contractor and BHEL. Non-reporting in any fortnight can result in a penalty of Rs.100/- for each lapse. Similarly the contact person will meet the transport executive once every alternate month and discuss the issues for smooth running of the contract. Failure to comply with this provision can result in a penalty Rs.500/- for each lapse. A plate/paint indicating “ON BHEL DUTY” will have to be provided both on front & back of the mini bus.
- 21. Failure to report at the specified time can result in a penalty of Rs.50/- for each lapse subject to maximum 1 hour late, beyond which the penalty shall be Rs.400/-. In case of habitual late coming greater penalty can be awarded. A weekly off can be given on a day convenient to BHEL Management.
- 22. No unauthorized person should be allowed to travel in the vehicle when on BHEL official duty. Failure to comply with this provision can result in penalty equivalent to 50% of trip value.
- 23. One set of cleaned & ironed white seat covers will have to be provided. In case of failure to do so, BHEL will get the same prepared and deduct the amount from the bills apart from recovering a penalty of Rs.500/-.
- 24. The driver will have to be provided with a mobile phone. He will keep the mobile phone charged and in fully operative condition. Failure to keep/keep ON the phone would entail a penalty of Rs.50/- per day subject to maximum Rs.500/- per month.

28. In case of breakdown of the vehicle on any day, another similar vehicle will have to be provided. In case of failure to provide another similar vehicle, a penalty of Rs.500/- per day will be imposed. This will be allowed only for maximum 7 days, after which management reserves the right to terminate the contract at the risk & cost of the bidder.
29. The vehicle will have to be maintained by the contractor in good running condition which includes at least the following:
- (i) Minimum noise of engine and body while running
  - (ii) Tyres with proper treads.
  - (iii) Inflated stepni Working headlights, tail lamps, indicators, speedometer, milometer, temperature indicator etc.
  - (iv) Proper paint on the outside.
  - (v) Good condition of bumpers
  - (vi) Upholstery in good condition including washed and ironed white seat covers.
  - (vii) Proper locking of all doors
  - (viii) Proper closing and opening of all windows.
  - (ix) Dusting of dashboard, rear board, matting, windscreen, windows and body.  
Failure to maintain the same would invite penalty @ 2% of bill for each failure for the duration of the failure/lapse.
30. The contractor has to ensure that filling of the fuel in the vehicle is done from the Petrol Pump situated nearby BHEL. In case it is found otherwise, penalty of Rs.250/- per occasion can be deducted from the contractor's bills.
31. The bidder will have to maintain a logbook provided by us and the signature(s) of the authorized person to travel will have to be obtained to certify the trips; failure to obtain the name & signature can deprive him of payment for the trip. The logbook will be the Company's property and your driver has to keep it in the safe custody. No unauthorized person should be allowed to travel in the vehicle when on BHEL official duty. Failure to comply with this provision can result in non-payment of the trip.

**SPECIAL:**

32. Contractor/Operator will have to fulfil all legal obligations regarding minimum wages, PF, ESI, Pollution norms, Motor Vehicle Act, Service tax etc. as may be applicable to him. The vehicle should have valid taxi permit issued by R.T.O. Jhansi. The vehicle must be comprehensively insured for driver, passengers & the third party for the period of the contract.
33. The contractor has to abide by all laws, rules & regulations applicable to this type of work. Ignorance of the same does not entitle him to any concessions or claims.
34. All disputes arising in connection with the contract shall be settled by mutual consultation. If no agreement is reached, the dispute shall be settled in accordance with Arbitration and Conciliation Act, 1996 and the rules made thereunder. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of the Unit. The award of the arbitrator shall be final and binding on both the parties. The venue of the Arbitration shall be at Jhansi in India. The Award to be given by the Arbitration shall be a speaking award. All questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of Jhansi court.

35. Any matter of dispute arising out of or in connection with this contract shall be under jurisdiction of Jhansi Court only.
36. The Contractor has to make an agreement with BHEL in the format prescribed only on Rs.100/- Non-Judicial Stamp Paper.
37. In case of non satisfactory performance of the contract, BHEL shall have a right of forfeiting the security deposit.
38. The contractor shall compensate BHEL for any loss or damage to the plant/property, material of BHEL due to his workmen/representatives' negligence or otherwise during execution of work contract.
39. The contractor shall get the character & antecedents of his own labours verified from District Magistrate's office and intimate the same to the management before deploying them to work.
40. BHEL reserves the right to accept or reject any or all offers without assigning any reason(s). The dispute arising out of or in relation of this agreement shall be referred to arbitrator, appointed by BHEL, who may be a serving/retired Sr. Officer or any other person of repute whose award shall be binding on both the parties to the agreement. In case any of the parties decides to obtain relief from the court, the dispute arising out this agreement shall be subject to Jhansi jurisdiction.

I HAVE READ AND UNDERSTOOD ALL THE TERMS & CONDITIONS/HINDI TRANSLATION OF THE ABOVE HAS BEEN UNDERSTOOD FROM BHEL OFFICERS/SUPERVISORS. ALL TERMS & CONDITIONS ARE ACCEPTED.

मैंने उपर्युक्त समस्त नियम एवं शर्तों को पढ़ एवं समझ लिया है/उपर्युक्त नियम एवं शर्तों का हिन्दी अनुवाद बीएचईएल.के अधिकारी/पर्यवेक्षक से समझ लिया है । मुझे समस्त नियम एवं शर्तें स्वीकार्य हैं ।

All the terms & conditions  
accepted

(Sign/Seal & Date of Issuing Authority)

(Sign, seal, date, address, tel. of bidder)



**BHARAT HEAVY ELECTRICALS LTD., JHANSI  
(COMMUNICATIONS & PUBLIC RELATIONS)**

NAME OF WORK: HIRING OF 36-SEATER MINI BUS (TATA) FOR TWO YEARS.

**PRICE BID (1 PAGE Only)**

Pg. 01 of 01 of

Price

SCOPE OF WORK

**IMPORTANT: Contractor is advised to read the technical cum commercial bid also before quoting**

Sl. No.	Description	Estimated Quantity	UNIT	Quoted rate Rs. (to be filled in by the Bidder)
1.	Providing & operating of 36-seater mini bus (Tata Model 2007 or later) well maintained for 12 hours a day i.e. from 6.00 AM to 6.00 PM along-with well dressed driver, white seat covers, fuel, all legal clearances from RTO, Labour authorities, Insurance cos. etc. for transporting of personnel relating to BHEL/CISF.	01 Vehicle Minimum 25 days per month	Per day (Upto 50 Kms)	
2.	Running of above Mini bus beyond 50 Kms/day (Pl. refer condition No. 5 of TC Bid)	5 Kms/day	Per Km	
3.	Market price of DIESEL on the date of tender opening (for diesel price variation clause) not for comparative statement	01	LITRE	(Market Rate to be Filled up here) Rs.. . . . . /Ltr.
<b>DEDUCTIONS FOR</b>				
1	Not providing vehicles on a day	Refer Cl. 21 of the Terms & Conditions	Each day	(-) 50 Kms x rate quoted/accepted for Sl.No.1
2	Misbehaving/loose/harsh talking with passengers	-do- (Cl.22)	Each occasion	Upto (-) Rs.200/-
3	- Not reporting for fortnightly meeting with pool supervisor - Not reporting for monthly meeting with Transport Executive (every alternate month)	-do- (Cl.23) -do-	Each lapse -do-	(-) Rs.100/- (-) Rs.500/-
4	- Failure to report at the specified time subject to a maximum of 1 hour late -Beyond 1 hour late	-do- (Cl.24) -do-	Each lapse -do-	(-) Rs.50/- (-) Rs.400/-
5	Carrying un-authorized persons on BHEL duty	-do- (Cl.25)	Each occasion	50% of trip value
6	Failure to provide one set of cleaned & ironed white seat covers	-do- (Cl.26)	-do-	(-) Rs.500/-
7	Failure to keep/keep ON the mobile phone	-do- (Cl.27)	Per day	(-) Rs.50/-/day subject to a max. Rs.500/- p.m.
8	Not providing another vehicle in case of breakdown	-do- (Cl.28)	Per day	(-) Rs.500/-
9	Not maintaining vehicle in good condition	-do- (Cl.29)	Duration of the lapse	(-) 2% of the bill
10	Non-filling of fuel from petrol pump nearby BHEL	-do- (Cl.30)	Per occasion	(-) Rs.250/-
11	Non-maintaining the log book properly	-do- (Cl.31)	Per trip	Non-payment of the trip

All the terms & conditions accepted

(Sign, seal, date, address, tel. of Bidder)

Service Tax shall be extra