

BHARAT HEAVY ELECTRICALS LIMITED
INDUSTRIAL VALVES PLANT,
433, INDUSTRIAL COMPLEX, GOINDWAL
TARN TARAN, PUNJAB, PIN-143422
Web site: www.bhel.com

Telephone Number-01859-224621, Fax No-01859-222061, Email id:ts@bhelivp.in

Sealed tenders in two parts (I) Part A: Techno Commercial Bid & (II) Part –B: Price Bid) are invited on behalf of the BHEL, IVP, Goindwal for Hiring two brand new ***Tata Indica ev2-elx*** for local /out station travels for a period of 02 years and the same can be extended maximum for another one year with mutual consent on same rates, terms and conditions. The bids are invited from Proprietor/Prospective contractors/Agencies for deployment of above said vehicle.

The tender document may be purchased directly from the office on any working day by paying Rs.200/-(Two Hundred only) in cash as the cost of the tender document or the tender document can be directly down loaded from the BHEL, website. www.bhel.com and tender cost of Rs.200/-(Two hundred Only) may be attached in the form of DD favouring Bharat Heavy Electricals Limited and payable at PNB/SBI/HDFC/UNION BANK/PUNJAB & SIND BANK, Allahabad Bank Goindwal Sahib only towards the cost of tender document. The Micro and Small enterprises will be provided tender document free of cost but the MSE suppliers can avail the intended benefits only if they submit along with offer, attested copies of either EM II certificate having deemed validity (Two years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM II certificate along with CA certificate (Format enclosed as per Annexure –I) applicable for the year, certifying quantum of investment in plant and machinery within the permissible limit as per the act for relevant status (Micro or small) where the deemed validity of EM II is over. Date to be reckoned for determining the deemed validity will be the last date of technical bid submission. Non-submission of such documents and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents.

Note: The bidders who have submitted their bid against NIT_15346 (need not to submit EMD and Tender Cost) but they have to submit the Fresh Technical Bid and Price Bid as per this tender document. Undertaking regarding details of the participation against NIT_15346 to be given by the bidder.

Important Dates

Start date of Sale of tender Document	07.12.2013
End of Sale of Tender Document	28.12.2013 up to 14.30 IST
Due Date of submission	28.12.2013 up to 15.00 IST
Due date of Opening of Technical Bid	15.30 IST on dated 28.12.2013

Important Conditions

- i) Charges shall be paid as per mentioned in price bid.
- ii) The contract shall be initially for a period of 2 year with immediate effect and extendable for a maximum further period of 01 year as decided mutually.
- iii) If the company is not satisfied with the service of the vehicle, the company is at liberty to terminate the contract at any time.
- iv) Statutory deductions will be applicable
- v) The vehicle is likely to be in normal operation in and around Goindwal, Amritsar, Jalandhar, Kapurthala Ludhiana, in addition to local travel, the vehicle may also be required to go to cities like Delhi and other cities for which the intending bidder must have all valid permits for such out station journeys or the bidder shall arrange the permit for the journey with his own cost. No payment shall be made by BHEL for procuring such permits.
- vi) The vehicle will be called normally on working days .However the vehicle may be called on Sundays and holidays, as per requirement. The extra charges for Sunday/Holiday will be given as mentioned in the price bid format.

(Signature of authorized signatory of the Party)

GENERALS TERMS & CONDITIONS FOR TAXI HIRING CONTRACT

1. Vehicle

- 1) EMD: Rs.20000/- (Twenty Thousand Only) will be deposited by the contractor towards earnest money deposit. The successful bidder's earnest money will be converted towards the security deposit and the unsuccessful bidders EMD will be refunded within 15 days' time from the date of execution of the contract. EMD may be paid in the form of DD favouring Bharat Heavy Electricals limited Payable at Goindwal Sahib on any bank of SBI/HDFC/PNB/Punjab and Sind bank/Union Bank of India, Allahabad Bank.
- 2) Security deposit: Rs.50000/- (Fifty Thousand Only) has to be deposited before the execution of the contract. Security deposit shall not carry any interest. The successful bidders EMD will be converted towards security deposit and the remaining security deposit has to be deposited by the party in the following form.
 - (a) Security Deposit may be furnished by cash (as permissible under the income tax act)
 - (b) Pay order, demand draft in favour of BHEL, IVP, Goindwal, payable at Goindwal Sahib/Amritsar.
 - (c) Local cheques of the scheduled banks subject to realization.
 - (d) Securities available from post office such as national saving certificate, kishan vikas patras etc, certificate should be held in the name of the contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back.
 - (e) Bank guarantee from the scheduled bank/public financial institutions as defined in the companies act. The bank guarantee format should have the approval of BHEL.
 - (f) 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 back.
 - (g) Security deposit can also be recovered @ 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.
 - (h) EMD is exempted for Micro and small enterprises. A copy of registration certificate may be submitted along with a certificate issued by the Chartered

accountant on the letter head in order to avail exemption of EMD. The format is enclosed in the Tender Document.

- 3) Only bidders willing to supply two vehicles shall participate in this tender.
- 4) The vehicle provided by the contractor shall be maintained in excellent running condition during the period of contract and the vehicle provided should be thoroughly washed and cleaned. The vehicle shall be used for local/outstation journeys by BHEL officials/Guests depending upon the requirement.
- 5) Air-conditioning system (Cooling/heating) should remain in operation as per requirement of travelling officials. No extra charges will be paid for it.
- 6) In no case a vehicle that is not registered, shall be supplied to BHEL, Goindwal and taxes, insurances, road taxes etc. due on such vehicles shall be liability of the contractor.
- 7) In case of on-route break down, the vehicle shall be replaced by suitable vehicle immediately. In case the alternate vehicle is not provided, BHEL is free to engage another vehicle to complete the remaining journey at the risk cost of the contractor. In addition a penalty of Rs.200/- will be imposed on each such occasion.
- 8) If the number of break downs exceeds three in a month, the penalty of Rs.500/- per break down per vehicle will be charged from the fourth break down. Break down period shall not exceed one day for each breakdown.
- 9) In case of non-availability /non providing the vehicle on any day, alternative vehicle shall be hired by BHEL at the risk and cost of the contractor. A penalty of Rs.500/- Per taxi per such occasion shall be imposed.
- 10) The monthly running of the vehicle may be 4000 kilometers approximately for both local and outstation travels. This is only indicative and the vehicle would require to run more or less than this figure as per requirement without any limit. The odometer (distance meter) of the vehicle will be jointly signed by the owner or his authorized representatives and a person in charge, BHEL. No vehicle without working odometer shall be acceptable. The extra charges for running more than 4000 kilometers are mentioned in the Price bid. Proper log book shall be maintained for each travel and has to be got signed by the guest travelling in the vehicle.

11) Documents:

2.1 The vehicle must have proper and complete documents in compliance to Motor Vehicle Act. The liability under relevant sections of motor vehicle act 1968 and IPC causing death or permanent disability developed in the vehicle supplied by the contractor, the hiring authority has no responsibility of whatsoever and will not entertain any claim in this regard under the provision of the law.

2.2 The vehicle should have comprehensive insurance coverage including for the driver.

2.3 The contractor has to ensure that the vehicle fulfills all the norms prescribed by the Central Government / State Transport Authorities in regards to Pollution, Road Tax etc. from time to time and any liability on account of above will have to be borne by contractor.

2.4 Submit copy of PAN Number

2.5. The declaration may be given by the bidder regarding not been black listed or convicted by the court of law. The declaration may be given in the letter head along with the signature and stamp.

2.6. Service Tax registration number (if Applicable).

3) Timings:

3.1 The Vehicle shall normally be deployed for 10 hours and should be parked inside the factory premises after working hours at the space provided by BHEL. The driver has to report for duty at 9.00 AM and driver retained or worked more than 10 hours will be provided over time @ Rs.30/-(Rupees thirty Only) per hour. .In case non-providing or delays in reporting more than 15 minutes(as time schedule mentioned) or a part thereof a penalty of Rs.100/- will be charged beyond the stipulated reporting time.

3.2 The Contractor shall ensure the running of Taxi on the stipulated timings given by the Company and also in compliance to any further direction given by the officials of the Company or officials travelling by the taxi.

4) **Driver:**

4.1 The contractor shall provide driver, in proper uniform (Grey Color), Photo ID Card, and should be fully conversant with different routes to undertake journey by the shortest route.

4.2 The driver should always be polite, courteous and able to communicate in Hindi, English/Punjabi properly

4.3 The contractor shall assign the job of driving of hired vehicles only to qualified experienced licensed drivers and also assume full responsibility for the safety and security of the officers/officials as well as essential store items while running the vehicle by ensuring safe driving. BHEL, Goindwal shall have no direct or indirect liability arising out of such negligence, rash and impetuous driving which is an offence under section - 29 of IPC and any loss caused to BHEL, Goindwal have to be suitably compensated by contractor.

4.4 The driver should have sufficient cash to pay any toll tax / parking charges / entry tax as and when required and also should be in position to pay for any minor repairs necessitated due to sudden breakdown of the vehicle on the road. In no case, money should be borrowed from the occupant of the taxi. Any payment to driver including his food and incidental shall be borne by contractor.

4.5. The engagement and employment of driver and payment of wages to them as per the existing provisions of various labour laws and regulations is the sole responsibility of the contractor and any breach of such laws and regulations shall be deemed to be breach of this contract. The contractor or the agency has to ensure the payment of minimum wages to the driver as per the minimum wages act 1948. In no such case the driver will be paid under wages, by taking in to consideration of the minimum wages of the driver, the party can quote the price accordingly.

4.6 He will abide by all the rules & regulation required for drivers of commercial vehicle. He must be provided a mobile by the contractor.

4.7. In case of any emergency payment of money by BHEL official for purposes mentioned in Para 4.4, the same will be recovered from next bill along with 10% overhead charges.

5) Validity of Rates:

The quotation will remain valid for a period of 60 days from the date of opening tender.

6) Rates:

6.1 The quoted rates will be FIRM during the validity of the contract.

6.2 The Company will reimburse the toll tax / parking charges against production of proper original receipts and should be claimed by contractor from the Company along with the monthly bill. Without original receipt, Company is not liable to pay any toll tax / parking charges.

6.3 Payment for vehicle running, duty in excess of 10 hrs / day, running more than 4000 kilometers , night halts at local outstation and duty on Sundays shall be paid extra at the rates specified in the Technical bid format.(As attached)

6.6 Service Tax shall be paid extra (if applicable).

7) Billing & Payment:

7.1 Bills shall be submitted for payment on monthly basis within 30 days after use of vehicle.

7.2 Vehicle owner will maintain logbook and will get each journey signed from the concerned official. Copy of the logbook will be submitted along with monthly bill. Starting & closing journey will be reckoned from the garage notified in the offer.

- 7.3 Income Tax shall be deducted at source from the running bill as per applicable Income Tax Rules and other statutory requirement from time to time.
- 7.4 In case of award of the work, the payment will generally be made on monthly basis within 15 days after submission of bill through A/c Payee Cheque / NEFT after receipt of the complete bill in duplicate and verification within BHEL by actual user and certification by Officer-in Charge for satisfactory completion of the work. Bill will be processed only when the log book is properly filled, meter starting and Ending, purpose of journey is clearly mentioned, driver signature, user signature is made otherwise the bill cannot be processed. No advance payment will be paid under any circumstances. (NEFT format enclosed in the technical Bid), the filled NEFT format & cancelled cheque may be submitted along with the technical bid.
- 7.5 The Company shall not be responsible for any other payments either towards running expenses, penalties/fines, repairs or salaries and wages of driver, local/outstation boarding & lodging of driver etc. and also the whole responsibility rests with contractor in case of accident or any other matter.

8) General

- 8.1 The contractor shall ensure that no inconvenience is caused to the user of the Taxi due to noncompliance of rules and regulations pertaining to running of the vehicle under the Motor Vehicle Act and other statutory provisions.
- 8.2 In the event of breakdown of the vehicle at any time, the contractor shall arrange replacement of vehicle immediately on break down on same terms and conditions.
- 8.3 In case of non-satisfactory performance/service or poor condition of the vehicle, the management reserves the right to terminate the contract any time without giving notice and without any financial implications to Company
- 8.4 If the contractor wants to terminate the contract, he / she shall give one month notice in lieu thereof, if the party fails to give notice for termination of the contract Security deposit will be forfeited.

- 8.5 If the contractor is unable to arrange the taxi/vehicle on any day or against breakdown, he shall have to pay the first party compensation by way of charges incurred by the first party by having made alternate arrangements.
- 8.6 In case of dispute of any kind and in any respect whatsoever, the decision of BHEL, Goindwal shall be final and binding.
- 8.7 The disputes, if any, arising out of this contract will be subject to the Jurisdictions of Hon'ble Courts in Tarn Taran only.

9. REVERSE AUCTION:

"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."

Information and general terms and conditions governing RA are given below.

Terms & Conditions of Reverse Auction

Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL 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, Service Tax 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.

10. Instructions for filling of The Tender Document

10.1. The Tender documents should be duly signed and stamped by the bidder in each and every pages .Techno-Commercial bid form dully filled along with the tender document should be kept in one sealed envelope and should be super scribed as Techno Commercial bid(Tender for Hiring 2 Indica-ev2elx) Tender No:.....,Due date of Opening.....

10.2. The Price bid duly filled and signed by the bidder should be kept in one sealed envelope and should be super scribed as Price bid (Tender For hiring 2 Indica ev2 elx) Tender No.....

10.3. EMD demand draft should be kept in one sealed envelope and should be super scribed as EMD for (Tender for Hiring 2 Indica ev2 elx).

10.4. All these three envelope should be kept in one big sealed envelope and should be super scribed as Tender document for Hiring of 2 Indica ev2elx,Tender Number.....,due date of opening.....

10.5. Tender cost whether cash receipt/DD may be enclosed along with the Technical Commercial bid.

10.6. Tender Document may be neatly filled in handwriting, no overwriting/cutting or tampering is allowed. In case of any correction, it should be acknowledged by the bidder.

10.7. Any clarification of understanding the terminology of the tender document may be addressed to the undersigned for clarification.Sh.Tajinder Singh, SDGM (HR, CIVIL & MM), Phone. No – 01859224621, Email Id:ts@bhelivp.in.

10.8 Submission: Tender has to be submitted in the ‘Tender Box’ Available at the Admin Building of BHEL, IVP, Goindwal.

Techno Commercial Bid Form

Tender No:

To

Sr.DGM (HR, Civil & MM)

BHEL, IVP, Goindwal

Sub: Sealed tender for Hiring 2 Tata Indica ev2elx Vehicles for local and out station Journeys.

Sir, With reference to tender No.....inviting quotations for hiring of 2 indicaev2elx vehicles for local and out station journeys. We have read the terms and conditions in the bid document and accept the same. We bid for following vehicle and furnish the following documents.

Name of the Party/ Firm	
Address of the Party	
Telephone Number	
Email Id	
Contact Person	
PAN Card Number(Copy to be enclosed)	
Service Tax Number (If Applicable)	
EMD: DD Number(Original DD May be Enclosed in the form given in the instruction)	
Self-Undertaking for providing the vehicle with one month of time from the date of issue of LOI(Copy may be enclosed)	
Self under taking that the party has not been blacklisted by BHEL or any other firm or convicted by court of law(copy may be enclosed)	

Fuel and extra charges as below:-

- i) Fuel Charges /km
(To be calculated on the basis of rate of ordinary diesel taking an Average@ 18 Km/per liter up to standard run i.e. 4000 KM)
- ii) Extra charges for running more than 4000 kilometers will be paid at the rate of Rs.4.00 (Rupees four only) per kilometer (excluding running cost of diesel as calculated in (i) above).
- iii) Overtime of driver beyond 10 hours duty Rs.30/ per hour
- iv) Extra charges on Sundays/Holiday Rs. 250/- per day
- v) Night Halts Out station: Rs. 200/-Per night
- (v) Night halt Charges at Local Stations (at Goindwal) Rs.100 /per night
 - *Night Charges will be applicable for local halt and outstation halt commence after 10.00 PM.
 - Out station halt means (Halting at cities which are more than 25 kilometers away from the factory location)

Note:

1. Quoted price should be exclusive of all the taxes i.e. parking charges, toll taxes etc. which will be paid additionally as per actual but only on production of original receipt.
2. The taxi should be brand new and undertaking should be submitted along with the bid that the vehicle will be provided with in one month of time from then date of issue of LOI.
3. The award of the contract will be given to the lowest quoted bidder for the above mentioned vehicle.

I/we hereby declare that all the terms and conditions given above are accepted by me/us.

Yours Truly

Name

Address with Telephone Numbers.

FORMAT

FORMAT TO RECEIVE E-PAYMENT THROUGH EXISTING ACCOUNT WITH SEFT/RTGS

ENABLE BANK BRANCH

SUB: E-Payment Vide SEFT/RTGS:Reg.

VENDOR CODE AS PER BHEL	:	
VENDOR NAME AS PER BANK RECORDS	:	
ACCOUNT TYPE	:	
BANK ACCOUNT NUMBER	:	
NAME AND ADDRESS OF THE BANK	:	
BRANCH CODE	:	
BRANCH RTGS CODE	:	
BRANCH MICR CODE	:	
NAME OF THE AUTHORISED SIGNATORY	:	

I/ We confirm that i/we will bear the charges, if any levied by my/our bank for the credit of SEFT/RTGS amounts in our account.

For.....

Signature

(Authorized Signatory)

Date:

We confirm that we are enabled for receiving SEFT/RTGS credits and we further confirm that the account number, the signature of the authorized signatory, Branch Code, RTGS code and MICR code of our branch mentioned above are correct

Bank Verification

(Manager's /Officer Signature under Bank Stamp)

Date:

Format – For MSE Benefit

Certificate by Chartered Accountant on letter head

This is to certify that M/s.....(hereinafter referred to as company) having its office registered office tais registered under MSMED ACT 2006(Entrepreneur Memorandum No(part 11).....datedcategory(Micro/Small) (Copy Enclosed).

Further verified from the books of accounts that the investment of the company as on date.....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.
2. for service enterprises: investment in equipment's (original cost excluding land and building and furniture's and other items not directly related to service rendered or as may be notified under the MSMED act 2006.

Rs.....Lacs.

The above investment of Rs.....lacs is within permissible limit of Rs.....lacs forMicro/Small (strike off which is not applicable) category under MSMED Act 2006.

Date:

Signature

Name:

Membership Number

Seal of the Chartered Accountant

Price Bid

Before offering rates the bidders are requested to go through the tender documents. The rates should be quoted in the column provided against the given vehicles. The rates should be quoted in figures and word both in case any discrepancy the rates offer in words will be final and binding.

Quotation for Hiring AC vehicle on contract basis

- 1. Lump sum monthly charges for providing following Taxi/vehicle.**
- 2. Brand new vehicles to be provided along with services of driver.**

Type of vehicle	Fuel consumption/ Average	Lump sum Monthly charges in Rs./- per vehicle(In figure)	Lump sum Monthly charges in Rs./- per vehicle(In words)	No. of Vehicles
<u>Tata Indica ev2 elx (white)</u>	18 KM/ltr			Two

**I/we hereby declare that all the terms and conditions given above are accepted
by me/us.**

Signature of the Bidder