



Bharat Heavy Electricals Limited
Heavy Electrical Equipment Plant, Haridwar-249403

Department : WEX-WCS

Tender Document

Name of Work: Hiring of 03 nos.(50 seater or above) School Buses, as per the norms of Hon.Supreme Court of India

Tender Enquiry No. : BHEL/HEEP/WEX-WCS/16-17/6230/20160141 DT.30.12.16

Due date of Tender Opening : 31.01.2017

Techno-commercial Bid (Part-1)

Place of Submission of Tender / Bid: Tender Room, Purchase Deptt., 4th floor, Main Administrative Building, BHEL, HEEP, Haridwar-249403 (Uttarakhand)

Contact Person: Mr. Manish Kumar (Sr. Engineer, WCS)

Contact Address: Adm-4, ground floor, WEX-WCS, HEEP

Email: omanish@bhelhwr.co.in

Phone: 01334-284543/1332/1022

Fax: 01334-226460

Details of Tender Document

Name of Work: Hiring of 03 nos.(50 seater or above) School Buses, as per the norms of Hon.Supreme Court of India

The Tender document has been detailed as Follows:

(1) Notice Inviting Tender ----- (Page:3)

(2) Techno-commercial Bid (Part-1) ----- (Page: 4 to 18)

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(3) Price Bid (Part-2)----- (Page:18)
Annexure-H



NOTICE FOR TENDER (NIT)

BHARAT HEAVY ELECTRICAL LIMITED
HEEP, Haridwar-249403(UTTARAKHAND)

Name of Dept	WEX-WCS		
Phone	+91-1334-284543/1332/1022	Fax	+91-1334-226460
Email Address	omanish@bhelhwr.co.in		
Contact Person	Manish Kumar (Sr. Engineer, WEX-WCS)		
NIT Key.	20160141	Dated :	30.12.16
NIT No.	BHEL/HEEP/WEX-WCS/16-17/6230/20160141 DT.30.12.16		
NIT No. on www.bhel.com	NIT_30938		
NIT No. on www.bhelhwr.co.in			

Type Of Tender	Open Tender		
#Tender Cost (in INR)	500/- (Exempted for valid MSME and downloaded tender)		
Estimated cost (FOB BHEL Haridwar basis)	-		
EMD (in INR)	50,000/- (Exempted for valid MSME)		
Period of completion of work	24 month		
Two Part Bid /single bid	Two Part Bid		
NIT Value (in Rs.)	41.91 Lacs		
Last Date of Sale of Tender	30.01.2017	Time :	3:30 PM
Last Date of submission of Tender	31.01.2017	Time :	1:45 PM
* Date and Time for opening of Technical Bid	31.01.2017	Time :	2:00 PM
Place Of submission of Tender	Tender Room, Purchase Deptt., 4th floor, Main Administrative Building, BHEL , HEEP, Haridwar-249403 (Uttarakhand)		

*In case of two part bid, date of opening of Tender means the date of opening of Techno-commercial bid. However date of opening of price bid shall be intimated to technically qualified parties. If the due date of tender opening happens to be a holiday, the tenders will be opened on the next working Tuesday/Friday.

Tender cost & EMD shall be submitted either in form of cash receipt issued by cash section, BHEL, HEEP, Haridwar (subject to provision of Income tax act) or Demand draft issued by any nationalised bank in favour of Sr. Accounts Officer (Cash), BHEL, HEEP, Haridwar separately in two different envelopes superscribed as Tender cost and EMD respectively. However Tender cost is non-refundable.

Name of Work: Hiring of 03 nos.(50 seater or above) School Buses, as per the norms of Hon.Supreme Court of India.

Contracting Executive Name: Manish Kumar
Date:

1. BHEL reserves the right to accept or reject any/ all application(s) without assigning any reason thereof.
2. If any document submitted by tenderer found false at any stage, the tender/ work order will be cancelled immediately and the financial loss to BHEL if any in making alternative arrangement will be recovered from the contractor.
3. BHEL will not be responsible for the loss or delay of tenders in transit in any case.
4. All further corrigenda, addenda, amendments, time extensions, clarifications & etc. to the tender, if any shall only be notified on BHEL websites (www.bhelhwr.co.in, www.bhel.com) as applicable. Please visit our website before submitting your offer.
5. For detailed instructions/information refer the tender document on BHEL website.

QUALIFYING CRITERIA FOR TENDER

Annexure A

PRE QUALIFYING REQUIREMENTS (POR):

- 1) The bidder must have PAN (Permanent Account number) and Service Tax Registration No in relevant category, for hiring of vehicles i.e, **Rent & Cab /Tour operator** etc. In case service tax registration is not applicable as per service tax rule on present annual business turnover, bidder have to certify the same. Also bidder have to give written consent to provide service tax registration in future as & when it shall be applicable, on the basis of annual business turnover of respective fin/year.
- 2) The bidder must have possessed at least **02 nos. of commercial vehicles**, such as Car/ Jeep/ Bus/ Ambulance/ Tempo traveler, registered in the name of bidder, at least since last 03 years from the date of tender (NIT) publication.
- 3) Solvency certificate from Scheduled bank for an amount not less than **Rs. 10.0 lacs.**

DOCUMENTS REQUIRED IN SUPPORT OF PRE-QUALIFYING REQUIREMENT:

1. Copy of PAN Card & Service Tax Registration Certificate Form duly signed and stamped by the bidder, against S.No. (1) above.
2. **Self-attested copy of RC, Insurance, Fitness (if required separately)** of at least 2 nos. of commercial vehicles. In case bidder provided vehicles on leased basis, bidder must have to submit proof of the same, against S.No. (2) above.
3. Solvency certificate from any Scheduled bank for an amount not less than Rs. 10 lacs in original or attested by Notary. Solvency certificate should not be older than one year from the date of opening of technical bid, against S.No. (3) above.

IMPORTANT INSTRUCTIONS

1. Tender documents may be obtained from the office of undersigned after depositing of required tender cost and same is also available on web site i.e. www.bhelhwr.co.in/ www.bhel.com. It can be downloaded and used as tender document for submitting the offer. Please visit our website before submitting your offer for corrigenda, addenda, amendments, time extensions, clarifications & etc (if any).
2. The offer shall be submitted as per the instructions of tender document. One set of tender document signed by authorized representative of tenderer and stamped on each page & annexures shall be submitted. Price shall not be mentioned anywhere in the techno-commercial offer. Price shall be quoted in the relevant price bid only and must be submitted in separate sealed envelope. In case of any clarification, bidder may contact the office of undersigned. Overwriting / correction in tender documents shall not be allowed. However if correction is unavoidable, the same may be signed by authorized signatory.
3. **Tender must be submitted in two parts, i.e., (i) Techno-Commercial bid and (ii) Price Bid. Both the offers i.e., “Techno-Commercial bid” and “Price Bid” must be sealed in separate envelopes super scribed with NIT no. and name of the contractor. EMD and Tender cost DD/Cash receipt must be submitted in two different envelopes super scribed as Tender cost and EMD respectively. All the Four envelopes must be sealed in another envelope super scribed with NIT no. , name of the contractor and name of work.**
4. On the date of opening of tender, only Techno-Commercial bid shall be opened. Price Bid of technically qualified bidders shall be opened on another day which will be intimated to parties accordingly.
5. Offer without requisite EMD (earnest money deposit) & Tender cost will not be considered.
6. EMD and Tender cost shall be submitted as per NIT either in form of cash receipt issued by cash section, BHEL, HEEP, Haridwar (subject to provision of Income tax act) or Demand draft issued by any nationalised bank in favour of **Sr. Accounts Officer (Cash), BHEL, HEEP, Haridwar .**
Note:-Tender Cost shall not be charged if tender documents are downloaded from BHEL website.
7. **SPECIAL TERMS & CONDITIONS:**
Special terms and conditions are enclosed (**Annexure-C**). In order to evaluate the Techno-Commercial part of the bid, the bidders are requested to confirm clearly the acceptance of Special Terms & Conditions. Offers of the bidders who do not accept the Special Terms & Conditions are liable to be rejected.
8. BHEL reserves the right to accept or reject any or all offers without assigning any reason thereof. BHEL also reserve the right to cancel the tender wholly or partly without assigning any reason thereof. BHEL will not entertain any correspondence with bidders in this regard (except for the refund of EMD).
9. For any clarification w.r.t. tender document, bidders may seek the same through telephone/ e-mail to the undersigned before submission of tender document. Last moment queries may be avoided and will not be entertained. BHEL will not be responsible for acknowledging of such queries i.e. ample time should be there to address any query.
10. In the event of any typing error / other clerical errors in the tender documents, noticed by the tenderer, the same must be pointed out before submission of offer, or else, BHEL's interpretation shall prevail & binding on the tenderer.

CHECKLIST

Annexure-B

CHECK LIST FOR THE DOCUMENTS TO BE SUBMITTED

(A)First envelope (TECHNO-COMMERCIAL BID)

Sr. No.	Documents Required	Enclosed (√ / X)
1.	Self-attested copy of RC, Insurance, Fitness (if required separately) of at least 2 nos. of commercial vehicles. In case bidder provided vehicles on leased basis, bidder must have to submit proof of the same, against PQR, S.No. (2) above.	
2.	Solvency certificate from any Scheduled bank for an amount not less than Rs. 10 lacs in original or attested by Notary. Solvency certificate should not be older than one year from the date of opening of technical bid, against PQR, S.No. (3) above.	
3.	Self-attested copy of PAN Card & Service Tax Registration Certificate Form duly signed and stamped by the bidder, against S.No. (1) above.	
4.	Only Signed & stamped Un-priced price Bid (Annexure-H).	
5.	Each page of the tender document duly filled, signed and stamped.	

(B)Second envelope (PRICE BID)

Sr. No.	Documents Required	Enclosed (√ / X)
1.	Quoted price bid duly filled, signed and stamped (as Annexure-H), should be submitted separately in sealed envelope.	

(C) Third envelope (EMD)

Sr. No.	Documents Required	Enclosed (√ / X)
1.	EMD Cash Receipt/DD	

(D)Fourth envelope (Tender Fee)

Sr. No.	Documents Required	Enclosed (√ / X)
1.	Tender Fee	

SPECIFICATIONS / SCOPE OF WORK / SPECIAL TERMS & CONDITIONS

(Annexure-C)

- 1) **REQUIREMENT:** The Service Provider shall provide state (Uttarakhand) registered Commercial 03 Nos. (50 seater or above) School Buses, as per the norms of Hon. Supreme Court of India, model not older than 2011, with driving staff, fuel, taxes, all type of maintenance & services etc., for a period of two years on monthly hiring basis, to perform school duties.
The progressive requirement of buses during the proposed contract period is 03 nos. However this may be increased by 30-35%, within one year of award of work, as per BHEL requirement and Service provider must have to fulfill the requirement with same/ equaling vehicle with same specification, on same terms & condition under same agreement.
Requirement of Buses may also decrease by advance notice of one month, at the end of respective School session year, which is evaluate as on 31st of May of concern year.
- 2) **BUS CONDITION:** The Bus provided by the service provider must be in excellent condition, should be neat and clean with seat covers, safety grills etc. and must have proper and complete documents including permit & fitness. The School Bus (50 seater or above) should comply strictly with provision / directions of Supreme Court of India regarding school bus and should also comply with statutory regulations issued by State Transport Authorities / Central Govt. BHEL shall in no way be responsible for any liability arising due to non-compliance of statutory requirements/regulations w.r.t the Bus as well as the driving staff.
- 3) **DRIVING STAFFS:** The Service provider shall provide experience driving staffs of driving heavy bus, adequate knowledge of reading, writing and spoken English / Hindi and in proper uniform having knowledge of different routes as well as capable to maintain minor repair of School Bus and holding valid driving license (PSVBUS). The reporting time, place, address etc. should be strictly followed by Service provider through driving staff. The service provider must also provide a mobile phone to the driving staff of the Bus sent for duty and intimate the detail of driving staff along with mobile no to BHEL. Driving staff should be in well/ neatly dressed in Shirt & Pant with shoes only.
- 4) Service provider will be responsible for good conduct of his employees. In case of any misconduct / misbehavior by any workmen/drivers, the service provider will replace such workmen/driver(s) immediately.
- 5) **POLICE VERIFICATION:** Service provider should engage drivers/ conductors after seeking police verification (with no adverse remarks). Such police verification should not be older than three years at any point of time during the duration of the contract. As well as Service provider shall maintain valid medical examination of all his drivers time to time (annually) and ensure to BHEL about medical fitness of drivers.
- 6) **LOG BOOK:** The Service provider shall maintain the log book. The log book should be signed by the driving staff as well as Auto-Pool at the end of each journey OR daily.
- 7) BHEL shall not permit / allow any change in the School Bus (50 seater or above) hired for particular duration except due to breakdown or repair / servicing of the Bus. Similarly, change in the driving staff for whatever reasons will not be acceptable. However in case the service provider is

constrained to replace either the Bus or driving staff, prior permission should be taken from Auto-Pool as well as inform to school about the change.

- 8) In case of sudden breakdown / accident / rejection by BHEL, the service provider shall provide alternate School Bus of same or equaling segment and model earliest, failing which the Bus shall be hired from other sources at the risk and cost of the service provider.
- 9) **MAINTENANCE:** All repairs, maintenances and replacements, during regular checkup or in minor/ major breakdown (including engine oil, break oil, puncher, alignments, washing & cleaning etc.) are the part of duty and responsibility of service provider. Service provider will ensure all services & repair, as required or after every 10,000 kms running or as manufacturer norms. BHEL shall not bear, for any above related activity to vehicle.
- Regular Service & minor repair/ breakup:** all minor repairs & servicing shall be rectified immediately, with prior intimation & permission of BHEL, within a period of maximum one day on their own cost. If the bus will not return in duty on second day, an alternate shall be hired on the risk & cost of Service Provider, from any other sources or arrange by service provider by itself. Such type of minor repair/ service shall permissible maximum once in a month only.
- Tyres:** Tyres shall be replaced of reputed manufacturer: MRF, CEAT, Apollo, JK Tyre & Goodyear only, when treads are worn out beyond the specified limits or after cumulative running of 35000 kms each. This shall be checked by tyre depth gauge / marking provide on the tyre on regular basis.
- Battery:** Battery shall be checked on regular basis and replaced of reputed manufacturer: Exide, Amron only, when found defective. Battery warranty card to be maintained as per OEM and kept for record.
- 10) Kms shall be count from Auto Pool to Auto Pool and verified by In-charge/ Auto Pool daily.
- 11) Buses shall be parked in Auto Pool, BHEL, Haridwar usually, However in any exceptional case of break-down/ repair, fueling, RTO formalities etc. bus/es may be parked outside on the responsibility of service provider. But service provider will ensure the reporting of bus for next scheduled duty, as per instructed by BHEL.
- 12) BHEL reserves the right to verify the correctness of any of the document like Service tax registration no., Bus Registration / fitness/ permit/ pollution Certificate/ Driving license, etc. submitted by the service provider and also the fleet.

COMMERCIAL TERMS & CONDITIONS:

- 1) The anticipated business volume during the contract period of two years towards hiring of School Bus (50 seater or above) shall be **approx Rs. 41.91 lakhs** in respect of WEX-MT, HEEP, BHEL, Haridwar. The above figure (Rs. 41.91 lakhs) is indicative for this tender only & does not guarantee the business volumes for the contract period of **two years**. This may increase or decrease depending upon BHELs actual requirements.

Hiring is purely on monthly basis including Sundays/Holidays, but if a Vacation (Summer/Winter or not required by Auto Pool) exceeds more than 15 continuous days in a month, charges will be deducted on monthly proportional basis.

2) RATE & PRICE VARIATION :

In case of award of contract, the hiring charges shall remain firm for a period of two years i.e. the ENTIRE PERIOD OF CONTRACT. However, price variation due to increase / decrease in the price of fuel (normal diesel as available at Petrol Pumps in Haridwar) shall be effective from the date of variation in the price of diesel as per formula given below:-

% Increase / decrease in per KMs charges =

= [Revised rate of fuel - base rate of fuel on the date of original tender submission] / 5

3) VALIDITY OF CONTRACT: The contract will be valid for a period of two years. The same may however be extended further for a period of one year/part thereof with mutual consent, in writing, on the same Terms and Conditions.

4) TERMINATION OF CONTRACT:

If at any time the service provider defaults in proceeding with the work with due diligence and continues to do so or commit any default in complying any of the tender terms and conditions (specially shown in Penalty Clause under **Commercial Terms & Conditions**) even after the notice in writing is given, BHEL may, without prejudice to any other right to remedy which shall have accrued or shall accrue thereafter to BHEL, to terminate the contract by giving 15 days' notice in writing. The notice will be deemed to have been served as and when sent to the address given in the tender.

5) The maintenance cost, charges of fuel, road tax, Challan, salary of the driving staff, the overtime of driving staff, phone charges etc. are the responsibility of the service provider and will be borne by the Service provider. BHEL will, however, reimburse Intra-State levies / taxes for outstation journeys/ parking/ Toll taxes at actual on submission of receipts in original along with the bill.

6) INSURANCE: The Bus provided must be fully and comprehensively insured (latest copy of insurance cover to be enclosed.)

7) The contactor will ensure the plant permission of Bus along with driving staff/s including on Sunday or Holiday. Any inconvenience must be informed to the Auto Pool urgently. Since Bus is hired to perform school duties on monthly basis so no deduction in monthly charges will be made against Sunday or School Holidays.

8) TERMS OF PAYMENTS: In case of award of the work, the payment will generally be made on a monthly basis within 30 days after receipt of the computerized bill in duplicate and verification within BHEL certification by Officer-In-Charge (Auto-Pool) for satisfactory completion of the work. No interest shall be paid due to delay in making the payment. The bills in duplicate along with log book duly signed by Auto-Pool should be sent to BHEL within 15 days after the monthly use of School Bus. It should be ensured that there is no overwriting in the log book. Log book without signature of Auto-Pool at the specified places shall not be accepted for payment.

The payment for journeys will be regulated on the following basis:

1. Extra or less kms shall be paid or discounted in respect of monthly limitation (900 kms). Kms shall be count from Auto Pool to Auto Pool shall be verified by In-charge/ Auto Pool daily in logbook.
2. Though Hiring is purely on monthly basis including Sundays/Holidays, but if a Vacation (Summer/Winter or not required by Auto Pool) exceeds more than 15 continuous days in a month, charges will be deducted on monthly proportional basis.

3. Unavailability of Bus/ Driving staff (by any reason) shall be deducted on daily proportional basis, and difference in arrangement of substitute shall be deducted from monthly bills.
 4. Service tax paid shall be paid by BHEL as per government rule.
 5. Extra hrs shall be paid only after completion of 10 hrs duty daily if applicable and shall be verified by In-charge/ Auto Pool.
 6. All expenditures incurred during journey like; parking, taxes, fuel, driving staff's meal/ logging, maintenance shall be arrange by driving staff himself. However parking & toll taxes/ interstate taxes shall be reimbursed on actual basis by BHEL on submission of original receipts along with monthly bills.
- 9) Service provider shall be solely responsible for payment of **wages / salaries and allowances** to his personnel that might become applicable under any act or order of Govt. from time to time during the validity of the contract. BHEL shall have **no liability** whatsoever on this account (i.e. Statutory compliance with regard to Bus and also the driving staff deployed including the wages, allowances, and extra hours charges etc. of the driving staff deployed).
- 10) **TAX DEDUCTION AT SOURCE:** Tax shall be deducted at source from the running bill as per applicable Income Tax Rules and other statutory requirements.
- 11) **SERVICE TAX:** Service tax shall be submitted directly by BHEL as per norms on monthly payment, and shall not be included in invoice/ bill amount (subject to change as per Govt. policy after introduction of GST in place of Service tax).
- 12) **EVALUATION CRITERIA:**
- a. In the event of more than one bidder having quoted identical lowest rates and there is a tie amongst the bidders, L1 party will be decided by lottery.
 - b. Evaluation of rates for a particular group will be carried out by the following Evaluation formula, Where M,R,L,T and E denotes to :

MIN. MONTHLY CHARGES	EXTRA KM RATE (After min. monthly km=900)	LESS KM DISCOUNT (Below min. monthly km=900)	EXTRA HOURS CHARGES	EVALUATION RATE (M + Rx200 – Lx200 + Tx30)
M	R	L	T	E

13) **PENALTY CLAUSE :**

- a. **Penalty in case of daily duty:** Based upon the feedback of the school and verified by Auto Pool w.r.t quality of service, misconduct of driving staff/ conductor, etc., BHEL reserves the right to deduct a maximum of **10% of monthly billed** amount as penalty.
- b. **Penalty in case of non-availability of Bus: In case of non-availability of the Bus, Rs.3000/- per day shall be charged.** In absence of any one of driving staff, and arranged by BHEL, by keeping the view of urgency of duty, penalty will be charged Rs. 500/- per day per staff, which shall be multiplied twice on each next absence of driving staff in the respective month.
- c. In case of non-reporting / refusal to provide the requisite Bus, the same may be hired from any other source(s) at the risk and cost of the service provider. The difference, if any, between the agreed hiring rates with the service provider and the amount payable by BHEL to any third

party, in the event of not providing the Bus, shall be recovered from the service provider from the running bills including penalty prescribed above S.No. (a) & (b). Repeated refusals by the vendor will be viewed seriously and appropriate action may be taken against such service provider or Termination of the contract as deemed fit will be initiated. BHEL's decision in this regard shall be final.

- d. Penalty in case of misconduct:** Chewing tobacco, smoking, and consumption of Narcotics and drinking (consumption of alcoholic beverages) during duty will be prohibited and the same shall be treated as misconduct. The penalty shall be as per the rates indicated at (a) above for hiring. BHEL decision in this regard shall be final & binding.
- e. Penalty shall be charged in case of Late reporting** & disappear without information to user or any inconvenient due to wrong reporting, low fuel, long routing, etc. The penalty shall be as per the rates indicated at (a) above for hiring. BHEL decision in this regard shall be final & binding.
- f. Condition of Bus:** Penalty in case Bus Model older than 2011, incomplete paper (RC, Insurance, DL, Fitness etc.), bad Outlook, unclean Seat covers, smell, broken or crack glass panels, abnormal sound, bubbling, missing etc., BHEL reserves the right to charge penalty min. **10%** to max. of **20%** from monthly billed amount.
- g. If Bus/driving staff has not been changed due to any of above reason the charges Rs. 1000/- per day** shall be deducted from that specific duty. Otherwise in case Bus is not providing less than one an hour, BHEL will take action as per S.No. (C).
- 14)** The service provider shall not appoint any sub-provider/ sub-agency to carry out any obligation under the contract, however service/s may be arrange through other sub-provider/ sub-agency on his responsibility. If services/s may be arrange through other sub-provider/ sub-agency, there should be a legal agreement between both of them and copy of this, will be submitted to the BHEL. Service provider will take a prior permission for this from Auto Pool.
- 15)** Service provider must provide contact number & email-Id (at least 2 nos.) of his representatives/ employees, who shall provide/monitor the service/ backup arrangement and attend any complain or information regarding the contract/ service all days 24x7. BHEL will not bear any hindrance due to any third party/ person.
- All conflict or complain must be resolve through Service provider's representative/s with our concern.**

16) ARBITRATION :

- a.** In the event of any dispute or difference arising out of the execution of the Order/Contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision between BHEL & Service Provider in any manner touching upon the Order/Contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the arbitration of the person appointed by the competent authority of BHEL.

The venue of arbitration shall be at HARIDWAR.

17) JURISDICTION OF COURT: Courts at Haridwar shall have exclusive jurisdiction to decide the dispute, if any, arising out of or in respect of the contract(s) to which these conditions are applicable.

18) DEFAULT/BREACH OF CONTRACT AND INSOLVENCY

If the Service Provider / Service provider fails to provide the required services as per the Contract within the period(s) fixed for such service not of the contracted quality and failing to adhere to the contract specifications or at any time repudiates or otherwise abandons the contract before expiry of such period or refuses or is unable to provide services covered by the Contract either in whole or in part or otherwise fails to perform the Contract or commits any breach of the Contract not herein specifically provided for or in the event of the death or insanity or if the Service provider being an individual or if a firm on a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolved under the Partnership Act or if the Service provider (Service Provider) being a company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager, the purchaser without prejudice to his right to recover any expenses, losses or breach of Order/Contract shall be entitled to cancel the Contract either in whole or portion thereof without compensation to the Service provider (Service Provider).

19) SECURITY DEPOSIT:

Security deposit from successful Tenderer shall have to be deposited before start of the work. The total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit. The balance amount to make up the required Security Deposit 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)
- (vi) At least 50% of the required Security Deposit, including the EMD, can also 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.
- (vii) The claim for refund of security deposit is governed by the Limitation Act. The period of limitation is 3 years, commencing from the date that the right to the due accrues. In the case of security deposit paid along with the individual contract, the right to the due would accrue after the maintenance period, or the date of payment of final bill, whichever is later.

20) Earnest Money deposited by the tenderer will be forfeited if:

- (i) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.**
- (ii) The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.**

21) Earnest Money deposit shall not carry any interest.

22) The claim for refund of security deposit is governed by the Limitation Act. The period of limitation is 3 years, commencing from the date that the right to the due accrues. In the case of security deposit paid along with the individual contract, the right to the due would accrue after the maintenance period, or the date of payment of final bill, whichever is later.

23) If any information/documents submitted by the contractor are found false/fake at any stage, the offer will be cancelled and earnest money/ security deposited shall be forfeited. The suitable action will be taken against the Contractor as per BHEL rules.

24) Banning of business dealings with the contractors may be resorted to for serious lapses in performance/ misdemeanour such as abandoning the work without completing, resorting to unfair means (including false certification), not accepting the contract when awarded etc.

25) Period of validity of offer should be 120 days from the date of opening of tender.

26) Documents submitted with the offer shall be signed and stamped in each page by authorized representative of the bidder.

27) Documents not signed and stamped by the authorized signatory of the bidder shall not be accepted and considered for evaluation of the bid etc.

28) BHEL reserves the right to reject any or all quotations without assigning any reason whatsoever. Quotation of the parties which have been black-listed / debarred / banned by PSUs / kept on hold by any Central or State Govt. office during the last two years will be rejected. Incomplete bids, in any term, are liable to be rejected.

29) SPECIAL CONDITION FOR MSME:

“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 (Format enclosed at **Annexure-D** 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 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.”

ANNEXURE-D

**Certificate by Chartered Accountant on letter head
(only for those who are submitting EM-II Certificate)**

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.0.1722(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 forMicro / 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

Annexure E

DETAILS OF BUSINESS

The Service provider shall furnish the following information along with Part-1 bid:-

1. Name of the Firm/Authorized Representative
2. Status of Firm (whether HUF, Individual etc.)
3. Address for communication
4. Registered Office, if any :
5. Location of Garage(s) :
6. Telephone No. (Office) (Res)
(Garage) (Mobile) (Fax)
(Email Address) (Website Address-if any)
7. Name of proprietor / partner
8. Name of Bankers
9. Date / year of commencement of Ambulances
10. Whether registered with any Govt. Institution / Undertaking / large corporate of repute. If so, furnish particulars with supporting documents
11. Service Tax - Registration No.
12. Any other information

Annexure F

DECLARATION

I/ We hereby declare that I / we have not been banned or de-listed by any PSU / Government Department / Financial Institution / Court and no case is pending with the police / court against our firm/ partner or the company.

Signature with name,

Designation & seal of the firm

Downloaded from BHEL website

Annexure G

STATUS OF THE FIRM AND ABATEMENT

I/ We hereby declare that the status of my/our Firm is _____
(mention whether individual / HUF / Firm / AOP / Public Ltd. / Pvt. Ltd., etc) and that I have/ have not (tick the applicable) availed abatement under notification No. 26/2012-ST dated 26.06.12 (www.servicetax.gov.in/notifications/notfns-2012/st26-2012.htm) and that I/We have not taken CENVAT credit on input, input services and capital goods under the CENVAT credit rules-2004.

Signature With name,

Designation & seal of the firm

PRICE BID

Annexure H

PART-II

Name of Work: Hiring of 03 Nos. (50 seater or above) School Buses, as per the norms of Hon. Supreme Court of India, model not older than 2011, with driving staff, fuel, taxes, all type of maintenance & services etc., for a period of two years on monthly hiring basis, to perform school duties.

Estimate Cost : 41.91 Lac

Period of Completion: 24 months

Tender Cost : Rs.500/-

Earnest Money: Rs.0.50 Lac

Date of Opening of Techno-commercial Bid (PART-1):31.01.2017

MIN. MONTHLY CHARGES(Rs.)	EXTRA KM RATE (Rs.) (After min. monthly km=900)	LESS KM DISCOUNT (Rs.) (Below min. monthly km=900)	EXTRA HOURS CHARGES (Rs.)	EVALUATION RATE (Rs.) $E=(M + Rx200 - Lx200 + Tx30)$
M	R	L	T	E
				(In Figure) _____
(E) (In Words Rs.)				

Base rate of fuel(Rs.) (Normal Diesel): - (As on submission date)

Note: - All type of journeys will be regulated as:-

1. Extra or less kms shall be paid or discounted in respect of monthly limitation (900 kms). Kms shall be count from Auto Pool to Auto Pool shall be verified by In-charge/ Auto Pool daily in logbook.
2. Though Hiring is purely on monthly basis including Sundays/Holidays, but if a Vacation (Summer/Winter or not required by Auto Pool) exceeds more than 15 continuous days in a month, charges will be deducted on monthly proportional basis.
3. Unavailability of Bus/ Driving staff (by any reason) shall be deducted on daily proportional basis, and difference in arrangement of substitute shall be deducted from monthly bills.
4. Service tax paid shall be paid by BHEL as per government rule.
5. Extra hrs shall be paid only after completion of 10 hrs duty daily if applicable and shall be verified by In-charge/ Auto Pool.
6. All expenditures incurred during journey like; parking, taxes, fuel, driving staff's meal/ logging, maintenance shall be arrange by driving staff himself. However parking & toll taxes/ interstate taxes shall be reimbursed on actual basis by BHEL on submission of original receipts along with monthly bills.