

BHARAT HEAVY ELECTRICALS LIMITED
RAMACHANDRAPURAM – HYDERABAD – 502032

C&PR TRANSPORT SECTION

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Tender Notice No: HY/C&PR/TPT/VIP_Cars/2017-19

28-Jan-2017

Tender in two parts (Techno-commercial & Price bid) will be received by the undersigned in sealed cover from the contractors satisfying the pre-qualification requirements for 'HIRING OF VIP CARS for 2 Years'. The following should be legibly written on the cover – Tender notice number, tender date, name of work, due date of opening. Tenders will be opened at 13:30 hrs on the due date in the presence of bidders or their authorized representatives in BHEL, Administrative Building (Vendor Complex) Ramachandrapuram, Hyderabad – 502 032.

1	Name of the work	:	Hiring of VIP cars for a period of 2 years.
2	Earnest Money Deposit	:	Rs.11,500/- (Eleven thousand and five hundred rupees only)
3	Estimated Cost	:	Rs.5.1 Lakhs + PVC + Toll/parking charges + Applicable Taxes
4	Cost of Tender Documents	:	Rs.500/- (non-refundable)
5	Tender Sale start Date	:	28-Jan-2017
6	Tender Sale Close Date	:	20-Feb-2017 – 1100 Hrs
7	Last Date of receipt of tenders	:	21-Feb-2017 – 1100 Hrs
8	Date & time of opening of tenders	:	21-Feb-2017 – 1330 Hrs

Name & Address of the contractor:

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Tenderers are requested to sign and put seal on all pages of tender documents and submit.

Signature of Contractor

PRE QUALIFICATION REQUIREMENTS

The following conditions have to be satisfied by the tenderer, with documentary proof to be enclosed with tender bid (Technical):

i) Average annual financial turnover during the last 3 years, ending 31st March of the previous financial year (should submit balance sheet & P&L account for last 3 years – preferably certified by Chartered Accountant), should be at least 30% of the estimated cost. Further, if any tenderer fail to submit the figure (s) for 3 years, non-submitted year will be considered as “0” (Zero) for averaging the turnover. In the 3 years turnover, previous year turnover is compulsory.

ii) Particulars of experience / credentials for the works executed of similar nature not older than 7 years (Completion and experience certificate of the works to be enclosed) ending last day of month previous to the one in which applications are invited should be either of the following:

a. Three similar completed works each costing not less than the amount equal to 40% of the estimated cost.

OR

b. Two similar completed works each costing not less than the amount equal to 50% of the estimated cost.

OR

c. One similar completed work costing not less than the amount equal to 80% of the estimated cost.

Similar works: Definition “cars”

Contractor should have executed the work for Hiring of AC cars.

d. Experience certificate issued by BHEL, RC Puram in case any work executed in BHEL, RC Puram is to be enclosed. Any adverse remarks in the experience certificate will be a disqualification factor.

Signature of Contractor

In case of other than BHEL experience supporting documents such as Purchase Order / LOI/ Agreement along with Form 26AS to be enclosed.

iii) "The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firm, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com".

v) Service Tax certificate is required to be submitted in case Annual Turnover crosses 10Lakhs.

vi) PAN No. (In case not available, proof of having applied with acknowledgement from concerned authority).

vii) 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).

viii) Document Fee (Rs. 500/-)

ix) EMD (Banker's cheque/Demand Draft/Cash Receipt)

OR

One Time EMD Valid certificate issued by competent authority in case of existing contractors of BHEL RC Puram.

x) Vehicle document proof(s) (vehicle shall be in the name of contractor only)

xi) Fitness certificate of Drivers

a) Fitness certificate issued by Civil Asst. Surgeon of any government hospital

b) Color vision test (color blindness check) certificate to be issued by a qualified eye specialist (ophthalmologist).

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General:

1. BHEL, RCPuram, Hyderabad is in requirement of VIP cars (AC) for a period of 2 years as mentioned below.

Segment	Vehicle Type (AC)	Taxi days	Minimum number of cars contractor shall possess
A	Toyota Etios/ Swift Dzire Tour/ Volkswagen Vento/ Mahindra Verito/ TATA Indigo	150	8

2. For technical qualification, all the following shall be met failing which the contractor/company shall be technically disqualified.
- The contractor/company shall possess (ownership) or shall have lease agreement for a minimum number of 8 cars (of January 2013 or later model) as mentioned above. In case of ownership, RC copies for the same needs to be submitted. In case of lease, agreement copies shall be submitted as document proof of vehicles.
 - The turnover of the company shall be at least 1.6 lakhs in the FY 2015-16.
 - The contractor/company shall submit document proof of the above along with
 - PAN
 - Document cost of Rs.500/-
 - EMD (as mentioned earlier)
3. The contract shall be finalized in the name of one or more contractors/companines.
4. BHEL reserves the right to exercise for any type of Car listed above depending upon the type of requirement/qualification.
5. The Cars shall be supplied with AC and along with the driver / drivers with all necessary fittings.
6. The fuel shall be in scope of the Contractor only. However, fuel escalation charge as mentioned later will be paid.
7. The year of manufacture of Cars supplied shall be January 2013 or later only.
8. The starting and closing Km. readings and reporting and closing time shall be reckoned from BHEL Ramachandrapuram, Hyderabad Transport Pool only. The prices shall be quoted accordingly. No empty Km. Run/ Garage km. run will be considered. However, in case of city trips (for pickup from city and drop in city) the Kms. reading and time will be calculated from the pickup /drop place subject to certification by the Transport pool Incharge. Such a requirement and allocation of duty is at the sole discretion of Transport pool Incharge.

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9. As per the policies of BHEL, the amount of Security Deposit will be 5% of contract value.
10. Parking Charges / Toll Tax are to be paid by the Contractor / Driver and the bills may be submitted along with the Monthly bill for claims duly certified by the Transport pool official.
11. The rate for Extra KM and Extra Hour will be worked out and the payment will be given for both in the Monthly bill.

As mentioned earlier, tenderer shall submit their offer in two part bids

- a. Techno-commercial bid consisting of Annexure – I duly signed on all pages along with all the documents/proofs as indicated in “Pre-qualification Requirements” and DDs original for Rs.500/- (cost of tender documents) & Earnest Money Deposit for Rs.11,500/- as indicated above.
- b. Price bid duly filled in & duly signed consisting of Annexure – II

The above two bids are to be placed in separate covers duly sealed. The cover for Techno-commercial bid should be super-scribed as “Techno-commercial bid for Hiring of VIP Cars for a period of 2 years” and Price bid shall be super-scribed as “Price bid for Hiring of VIP Cars for a period of 2 years”

Both the above two envelopes shall be kept into another sealed cover. The cover shall be super-scribed with “Quotation for Hiring of VIP Cars for a period of 2 years” and shall be sent to **Tender Box, Vendor Complex, Admn. Bldg. Bharat Heavy Electricals Limited, Ramachandrapuram, Hyderabad – 502032.**

BHEL will not be responsible for any postal delays. *All corrigenda, addenda, amendments, time extensions clarifications, etc., to the tender will be hosted on BHEL website (www.bhel.com) only. Bidders should regularly visit BHEL website to keep themselves updated.*

Signature of Contractor

BHARAT HEAVY ELECTRICALS LIMITED
RAMACHANDRAPURAM – HYDERABAD – 502032

C&PR TRANSPORT SECTION

Tender Notice No: HY/C&PR/TPT/VIP_Cars/2017-19

Date: 30-Jan-2017

Name of Job Work: Hiring of VIP Cars for a period of 2 years.

The tender schedule must be submitted along with the general conditions, special terms & conditions enclosed herewith duly signed & stamped on each page with bidders covering letter. Quotations should be typed on tender schedules only. Any deviations/deletions should be brought out separately on bidders letter pad and enclosed to the bid documents.

Following to be filled up by the bidder:

1.	Name of the Contractor/Contact Person	
2.	Full Address	
3.	Phone no./Fax no./Mobile No.	
4.	E-mail Id	
5.	Service Tax Registration Details (Copy to be enclosed)	
6.	PAN Number	
7.	Quotation Validity – 90 days from opening date of techno-commercial bids	
8.	Document Fee details	
9.	EMD – details	
10.	Security Deposit Clause – Acceptance (See terms & conditions for details)	
11.	Submitted Vehicle Document proof (for 8 cars)	Yes/No
12.	Submitted turnover details	Yes/No
13.	BHEL Supplier Code (if present)	

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ANNEXURE-I

Terms & conditions for entering into rate contract for “Hiring of VIP cars for a period of 2years” for the use of BHEL, RCPuram, Hyderabad – 502 032.

1. All the rates shall be quoted in Annexure – II only. No Outstation trips shall be present. Price bids shall not contain any documents other than Annexure II. If any documents are attached with Price bids, they shall not be considered. All the clarifications shall be enclosed with technical bids only.
2. All the offers received will be scrutinized and only the technically qualified offers will be considered. Technically not qualified offers will be rejected.
3. All entries in the Tender should be clearly written in ink pen or ball point and corrections, if any, are to be duly attested by the tenderer.
4. Issue of Tender documents does not mean that the bidder fulfils the qualifying requirements of the contract.
5. Submission of offer shall mean that the bidder has read the bid documents and agrees to abide by the terms & conditions mentioned in the documents.
6. Quotation should be valid for a period of three months from the date of opening of Techno-commercial bid.
7. No other person except Contractor’s authorized representative will be allowed in BHEL premises.
8. Within BHEL premises, the Contractor’s personnel should not do any work other than the Normal duties allotted by Transport pool.
9. Transport Contractor should provide Cell phone at Contractor’s cost to the drivers to facilitate communication for taking duties on day to day basis and at the time of emergencies / breakdowns / accidents and any other important message to be passed to the contractor or to BHEL pool staff.
10. The breakdown / overhauling / preventive maintenance hours will not be counted in hours of operations.
11. Contractor is solely responsible for payment of wages / salaries and allowances to his personnel. BHEL will have no liability whatsoever in this regards.
12. The contractor shall make available relief Car (similar) immediately in the event of any accident and the relief Car shall be in good running condition
13. Transport Contractor to obtain insurance cover for his employees and shall take comprehensive insurance coverage at his own cost. BHEL will not be responsible for any loss / damage / pilferage or his property and or his employees.
14. In case any passenger leaves any item/article/package behind in the vehicle while utilizing the services, the same shall be delivered at Transport pool or Driver of the Cab may inform pool in-charge to collect the package.
15. Contractor shall be directly responsible for providing necessary staff like licensed drivers with the prescribed uniform. He will also be responsible for their courteous behaviour towards BHEL & CISF authorities.

Signature of Contractor

16. The Car shall be registered, duly insured i.e. comprehensive insurance and the same should be renewed from time to time during contract period at his own cost. Transport Contractor will be fully responsible for the safe movement of the Car users.
17. The Transport Contractor should abide by the Company's CISF Security rules and shall provide Safety PPEs (Personnel Protection Equipment) to the Drivers.
18. The Transport Contractor shall ensure that Car employed under this contract agreement are covered by a comprehensive insurance policy. Under no circumstances shall BHEL be liable to compensate for any loss or damage that may be caused to the Car by accident or complications arising out of such contingencies like theft, fire, riots, strike and terrorism damage whether inside or outside BHEL premises while engaged.
19. In case BHEL be held liable for any loss, damage or compensation to third parties arising from or in relation to Transport operations done by the Transport Contractor such loss, damage or compensation shall be paid by Transport Contractor to BHEL together with the costs incurred by BHEL on any legal proceedings pertaining thereto.
20. In case of any suit or legal proceedings arising under this contract, the court of Sangareddy (Medak District) only shall have the jurisdiction.
21. The Contractor is directly responsible for injuries / death of occupants or other users arising due to accident or otherwise of Car during the contractual period. At any point of time, BHEL will not be responsible for any loss / damage either to the person or to the Car arising out of accident of the Car for performing contractual obligations.
22. The Transport Contractor will have to indemnify BHEL against the following, in case the same is thrust upon BHEL:
 - a) All claims for injury or damage to any person, property caused by his negligence or negligence of his employees while on operations
 - b) Failure in observance of labour and industrial laws by the contractor.
 - c) All claims by way of compensation and all other types of unforeseen claims which may occur in the course of contract incurred by contractor.
 - d) All payments by way of compensation or otherwise which BHEL may be called upon to make under provisions of the relevant acts to any workmen as aforesaid and any cost incurred by BHEL in connection with any claim and demands whatever in respect thereof or in any loss, injury or damages whatever to any third person arising out of this contract by the Transport contractor, their workmen servants or agents shall be recovered from contractor
 - e) For all claims, payments and losses that BHEL may have to make or suffer on account thereof the transport contractor shall wherever required to do so by BHEL or Govt. officials authorized under law, produce for inspection all forms, register and other papers required to be maintained under various statutes.
23. The contractor shall indemnify the company against all losses or damages sustained by the company resulting directly or indirectly including his failure to give intimation in the manner aforesaid including the penalties or dues if any and become payable by the company, as a consequence of failure, the company to give notice under the workmen's compensation act or otherwise confirm o the provisions of the said act in regard to such accident.
24. Any amount recoverable from transport contractor towards the loss / damage will be recovered from the outstanding payments due or from the security deposit. In case the amount is insufficient for such recoveries, transport contractor shall make good the balance

Signature of Contractor

amount by remitting in the cash office at BHEL. The company reserves the right to enter into Parallel contracts for the same period or any part thereof.

25. **The contract is valid for a period of 2 years and may be extended for a period of Three months on same rates, scope, terms and conditions on mutual consent. However the contract may be terminated with a notice period of 30 days.**
26. BHEL reserves the right to refuse / engage the Car if the driver or the car engaged does not confirm to any of the regulations of MV Act or TSMV Rules or blacklisted contractor of BHEL, Hyderabad – 502 032.
27. The contract may be terminated at any time without paying compensation whatsoever to the transport contractor in case of misbehaviour, disobedience, dishonesty, clandestine insolvency, any court order, non-sanction of road permit or any other related activities on their part or their failure to fulfil the terms & conditions of this agreement.
28. **The Rates quoted shall remain valid for entire contract period. However re-imburement / recovery will be made for increase / decrease only in the cost of fuel. No other variations other than the cost of fuel will be allowed by BHEL during the tenure of the contract period. The escalation is based upon fuel cost on the date of opening of technical bids. Escalation for increase / decrease in fuel cost will be re-imbursed / recovered at the rate of 0.006 rupee per KM for every 10 paise per litre increase / decrease in fuel cost. The escalation is applicable at actual KM run for re-imburement / recovery.**
29. An amount towards EMD shall be paid by demand draft drawn in the name of “**Bharat Heavy Electricals Limited**” payable at Hyderabad and shall be enclosed to the Techno-commercial bid. No interest will be paid on EMD. The EMD is returned to the un-successful bidder only after one month from the date of finalization of tender.
30. EMD - Earnest Money Deposit will be forfeited in case of the following:
 - a) On withdrawal of the bid or increase in rates or changes in the bid conditions after opening of tender.
 - b) On refusal to enter into a contract after the contract is awarded.
 - c) In case of cheating, committing frauds, providing false information during any stage of tender process.
31. EMD furnished by the successful bidder will be adjusted as part of security deposit towards contract performance guarantee and shall be refunded within three months of the date of expiry / completion / revocation of the contract. In the event of the agency failing to comply with any provision of the contract, the security deposit shall be forfeited by BHEL.
32. Successful tenderer shall pay a Security Deposit as per the works policy 2016 of the overall contract value (5% of the contract value).

Security Deposit:

 - a) Cash (as permissible under income tax act)
 - b) The successful tenderers EMD paid will be converted and adjusted into Security Deposit.
 - c) Minimum 50% of the Security Deposit amount should be paid by Cash or Demand Draft at the time of agreement and before commencing the contract, balance 50% to be recovered from Monthly bills to the Maximum of 5% of the Total Contract value.
 - d) The Security Deposit will not carry any interest and will be paid after successful completion of contract to BHELs satisfaction.

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33. The Transport contractor shall submit his bills on 5th day of the following Month. The trips will be authorized by the user or Transport pool authorities. In case the bills are not submitted by 5th day of the following Month, these bills cannot be settled in the month in which the bills are received. All payments will be made only in the name of the Contractor/company on whom contract is placed.
34. The orders, notices or any correspondence to the transport contractor will be sent by registered post to the address furnished. This is deemed to have been served on the transporter, on date of report of delivery of such correspondence. The Transport Contractor shall carry out the orders without any delay.
35. Withdrawal of contract during the contract period will entail BHEL, not only forfeiture of Security Deposit but also to appoint other Transporter at the risk and cost of the contractor.
36. Soon after the acceptance of the Order, the Transport Contractor shall enter into an agreement with M/S BHEL, RCPuram, Hyderabad – 502 032. The agreement shall be entered on non-judicial Stamp paper of the value of Rs.100/- to be purchased by Transport Contractor at his own cost.
37. M/S BHEL, RCPuram, Hyderabad – 502 032 reserves the right to accept any tender or part of tender without assigning any reasons thereof irrespective of the fact whether the accepted tender is lowest or not.
38. In case of any suit or other legal proceedings arising out of and relating to the contract to be entered into, the courts at Sangareddy in Medak District only shall have the jurisdiction.
39. Tax will be deducted at source from the running bills as per applicable rules and other statutory requirements.
40. The Contractor shall ensure adherence to all statutory requirements applicable to Bharat Heavy Electricals Limited, Ramachandrapuram, Hyderabad – 502 032.
41. Any dispute arising not of this contract should be referred to the sole arbitration of General Manager/Transport of BHEL, Ramachandrapuram, Hyderabad – 502 032 or his authorized representative and whose decision shall be final and binding on both the parties.
42. In case the contractor does not carry out the contractual / statutory obligations or the services rendered by him are found to be unsatisfactory, BHEL shall bring the same to his notice and he will be obliged to discharge the obligations and rectify the anomaly within prescribed time failing which, BHEL reserves the right to terminate the contract without assigning any reason whatsoever. In such an event no damages will be payable for short closure of the contract.
43. Notwithstanding anything contained in the contract agreement which will be entered after award of work, the contract may be terminated by BHEL, without assigning any reason.
44. Non-compliance of any provisions under the act / rule / instructions / guidelines shall make the contractor liable for penal action including termination of contract.
45. On the occurrence of an accident, which results in the death of any of the workmen employed by the contractor or which is so serious as to be likely to result in the death of any such workmen, the contractor shall intimate within 24 Hrs. of the happening of such an accident intimate in writing to the company official in-charge of the work.
46. Wherever, BHEL / Company standards are mentioned, they shall be strictly followed.
47. Whenever the term Contractor is used, it shall be understood to refer to the particular person, firm or corporation with whom an agreement has been made by the concerned company official for executing the work defined in the concerned agreement and for the purpose of instructions regarding compliance with contract conditions. It shall include the contractors authorized agents, who are entrusted with the work by contractor.

Signature of Contractor

48. In the event of any question or dispute under this contract, the same shall be referred to a competent authority in the company for sole arbitration and his decision shall be final and binding on the parties to the contract.
49. All disputes, claims and demands arising in connection with the contract shall be settled by mutual consultation. If no such agreement is reached between the parties each party can appoint one arbitrator and the arbitrators so appointed can appoint a presiding arbitrator. The proceedings of the tribunal shall be in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules made there under. The venue of the Arbitration shall be at BHEL, Hyderabad or at such place as the arbitrators may direct. The award to be given by the arbitral tribunal shall be a speaking award. The costs, fees and expenses shall be borne by both the parties equally. The award of the tribunal shall be final and binding on both the parties equally. All questions, disputes, differences arising under, out of or in connection with this contract shall be exclusive jurisdiction of the courts at Sangareddy, Medak District, Telangana.
50. All the works shall be carried in accordance with the directions and to the satisfaction of the company official in accordance scope of work.
51. The L1 party for this segment shall be decided based on the below formula. Say Basic rate (80km/8hr) – B, Extra Hr Rate – H, Extra Km Rate – K
Total Rate T = B + (4*H) + (80*K) L1 shall be the least Total Rate T.
52. **Finalization of Contract:** Price bids of all technically qualified will be opened and scrutiny shall be carried out. L1 party shall be identified as mentioned above.
- If L1 party rate (total rate) and driver Bhatta is less than our estimated total rates, Contract shall be awarded.
 - If L1 party rate (total rate) and/or driver Bhatta is greater than our estimation, Negotiations will be conducted with L1 party and rates would be finalized and contract shall be finalized.
 - During finalization of Contractors - In case of tie, based on basic rate, the second parameter i.e. rate for extra Kms. will be considered to break the tie. If further tie exists, the third parameter i.e. the rate for Extra Hrs. will be considered to break the tie. If tie still, exists a snap bid will be obtained.
53. **Penalty Clause :**
- No-show by the contractor – Basic rate (80 km/8 hr) per day per vehicle.
 - For poor upkeep/non operation of AC of vehicle – 20% of basic rate (80 km/8 hr) per day per vehicle
 - For driver not wearing uniform – 2 times the driver bhatta per day per vehicle
54. In case the average number of missed duties by the Contractor exceeds 2 per month during the entire contract period, the contract shall be terminated with forfeiture of Security Deposit.
55. In case of no show by the user (BHEL), basic rate per trip may be charged to BHEL.
56. Nothing contained in the contract agreement and its conditions shall be deemed to preclude or render in-operative the service of any notice, letter or other communication upon the contractor personally.

Signature of Contractor

General instructions to bidders:

1.	Bidders are required to go through instructions carefully and complete all the formalities as required. In event of furnishing false or incorrect information, the offers shall be rejected and no correspondence will be entertained in this regard.
2.	<p>Bidders are required to submit the offer in two parts.</p> <p>I) Techno-commercial bid along with un-priced bid II) Price bid.</p> <p>Each bid shall be kept in separate envelopes, which should be properly sealed. Both envelopes shall be put together in a large envelope and shall be submitted to concerned official at Vendor Complex as per the tender date and time.</p>
3.	Bidders are required to ensure that all columns of the bid are duly filled in. If any incorrect rates or unusually low rates are mentioned the offer shall be rejected and no correspondence will be entertained in this regard.
4.	The techno-commercial bid should accompany the Demand Draft for Earnest Money Deposit and cost of tender document along with other relevant supporting documents. In case of non-submission of Earnest Money Deposit/ Document cost along with the technical bid, the offer is liable to be rejected.
5.	Bidders are required to submit duly filled in tender documents before 1100 hrs as mentioned earlier at Vendor Complex, Administrative Building (BHEL).
6.	The techno-commercial bids will be opened on the same day as mentioned earlier at 1330 hrs at Vendor complex, BHEL, RCPuram.
7.	Bidders or bidder's representatives may attend the tender opening on the above mentioned date, time and place. No separate intimation will be given to bidders.
8.	L1 party would be decided based on the 'basic rate'. However, negotiations will be carried out if Rate quoted by L1 party is greater than our estimation.

Signature of Contractor

ANNEXURE II**PRICE BID**

Price bid for “Hiring of VIP cars for a period of 2 years”

Segment	Vehicle Description	80km/8hrs	Extra hrs	Extra kms beyond 8 hrs	Driver Bhatta/ Day
A	Toyota Etios / Swift Dzire Tour / Volkswagen Vento / Mahindra Verito / TATA Indigo	Rs.			

Rates quoted shall be inclusive of all taxes except service tax. Only service tax shall be paid extra. *Fuel Escalation charges and parking/toll charges as applicable shall be paid extra on submission of relevant bills. All the rates should be written clearly and visibly.*

Name, Address of the Contactor

Mobile Number:

Landline Number:

Signature of Contractor