

BHARAT HEAVY ELECTRICALS LIMITED
RAMACHANDRAPURAM – HYDERABAD – 502032

TRANSPORT DEPARTMENT

Tender Notice No.HY/LOGISTICS/TPT/Canteen&CISF_Vans/2017-19

Date : 25/09/2017

1.0 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. 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 - 32.

Sl.no	Timings	No. of opns/ year	Qty	Contract Period	Estimated cost for 2 years (INR)	Rate per operation (Estimated)	EMD (INR)	Tick the Vehicle quoted	
1	Name of the work Hiring of 3-4T Van (5 Nos.) as per breakup given below.								
	a) Works canteen	05:00 to 22:00 Hrs	302	1	2 years	11,73,270	1,942.50/-	24,000	
	b) Works canteen		365	1	2 years	14,18,025	1,942.50/-	30,000	
	c) Staff Canteen	05:00 to 14:00 Hrs	302	1	2 years	6,84,302	1132.95/-	14,000	
	d) Night shift	22:00 to 04:00 Hrs	302	1	2 years	6,84,302	1132.95/-	14,000	
	e) CISF Van	05.00 to 22.00 Hrs.	365	1	2 Years	14,76,279	60,670/- (Monthly)	30,000	
2	Earnest Money Deposit				:	As indicated in Sl.No.1 as above			
3	Cost of Tender Documents				:	Rs.1000/- (non-refundable)			
4	Tender Sale start Date				:	25-Sept-2017			
5	Tender Sale Close Date				:	16-Oct-2017 – 1100 Hrs			
6	Last Date of receipt of tenders				:	17-Oct-2017 – 1100 Hrs			
7	Date & time of opening of tenders				:	17-Oct-2017 – 1330 Hrs			

Note: Contractors are requested to quote for any of the above as desired.

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.

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2.0**PRE QUALIFICATION REQUIREMENTS**

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

- 2.1 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 the tenderer fails 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.
- 2.2 Particulars of experience / credentials for the works executed of similar nature during 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. The estimated cost will be calculated based on the contractor’s option of the vehicles and submission of EMD.
- OR
- b) Two similar completed works each costing not less than the amount equal to 50% of the estimated cost. The estimated cost will be calculated based on the contractor’s option of the vehicles and submission of EMD.
- OR
- c) One similar completed work costing not less than the amount equal to 80% of the estimated cost. The estimated cost will be calculated based on the contractor’s option of the vehicles and submission of EMD.

SIMILAR WORK: HIRING of Any VEHICLE.

NOTE: Experience certificate issued by BHEL, RC Puram: In case certificate issued for any work executed in BHEL, RC Puram for past three years has any adverse remarks the same will be a disqualification factor.

2.3 “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 firms shall be rejected. The list of banned firms is available on BHEL website www.bhel.com”.

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

- a) Document Fee (Rs. 1000/-)
- b) EMD : As per details on Page-1 (Banker’s Cheque /Demand Draft/RTGS/NEFT)
- c) Vehicle document proof if available or signed undertaking form in Annexure I.
- d) PAN No. (In case not available, proof of having applied with acknowledgement from concerned authority).
- e) Valid Driving license copies of 1 or 2 Drivers.
- f) GST registration is mandatory in case Annual Turnover exceeds 20 Lakhs.
- g) Fitness certificate of Drivers to be submitted before commencement of work.
- h) Fitness certificate issued by Civil Asst. Surgeon of any government hospital or by BHEL General Hospital.
- i) Color vision test (color blindness check) certificate to be issued by a qualified eye specialist (ophthalmologist) or by BHEL General Hospital.

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2.5 Special Terms:

1. BHEL, RC Puram, Hyderabad needs FIVE Nos. 3-4 Ton Vans for the use of Canteens & CISF in BHEL, RC Puram, Hyderabad as per the details mentioned in Page 1. The Basic Kilometer at **2700 Kilometers per month and no extra kilometers shall be paid for CISF vehicle.**
2. The Vehicles should be of **2013 or later models** and should be in good working condition.
3. Contractors in possession of 3-4 Ton Van/s of 2013 or later models have to submit vehicle documents at the time of submission of tender.
4. Contractors **not in possession** of Van/s can also take part in the tender by signing the Undertaking as in Annexure I.
5. The 3-4 Ton Van/s have to be supplied along with sufficient number of Drivers. The fuel and maintenance costs shall be in the scope of contractor only. However fuel escalation charges will be applicable as mentioned in Clause No. 4.0 at S.No 56.
6. Starting and closing KM reading shall strictly be from Transport pool, BHEL, RC Puram, Hyderabad only. The prices shall be quoted accordingly. No empty KM run / Garage km run will be considered.
7. EARNEST MONEY DEPOSIT:
 - a. An amount as mentioned in NIT page 1 towards EMD shall be paid by Demand Draft/Banker's cheque/RTGS/NEFT (details in page 12) on any nationalized bank / scheduled bank in the name of "Bharat Heavy Electricals Limited" payable at Hyderabad and shall be enclosed to the tender bid. No other means of payment shall be accepted. EMD / any money due to the tender by BHEL shall not carry any interest.
 - b. Tenders received without EMD as specified above shall be rejected. If EMD accompanies price bid, such bids shall not be considered and will be rejected. If EMD is not in line with amount called for, the EMD as well as the quotations will be returned and unopened to the tenderers.
 - c. EMD of unsuccessful bidders shall be returned promptly upon award of Contract and EMD of successful bidder will be returned upon the bidder's accepting the contract and furnishing the requisite security deposit.
 - d. EMD by the Tenderer will be forfeited as per NIT conditions, 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.
 - e. EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.
8. **SECURITY DEPOSIT**
 - a. Upon acceptance of his tender bid, the successful tenderer must deposit Security Deposit within the time specified in the letter of intent. Security Deposit should be collected from the successful tenderer. The rate of Security Deposit will be as below:
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
 - b. The successful tenderer on receipt of letter of intent can convey his acceptance in writing for conversion of EMD into security deposit.

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- c. If the work is awarded, the agency has to pay 50% of SD in advance on contract value before commencement of work after adjusting of EMD amount.
 - d. The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:
 - i) Local cheques of Scheduled Banks (subject to realization) Demand Draft/RTGS/NEFT in favour of BHEL
 - ii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
 - iii) 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)
 - iv) 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)
 - e. At least 50% of the required Security Deposit, including the EMD, should be collected before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.
 - f. If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.
 - g. Failure by the successful tenderer/bidder to deposit the security deposit amount as mentioned above within the stipulated time, which will include any extension that may be granted by the authorities, will render his earnest money deposit liable to forfeiture and his tender shall be consider as withdrawn. Security Deposit shall not be refundable to the contractor except in accordance with the terms of the contract.
 - h. The Security Deposit will be released along with the final bill or after completion of maintenance period for the work, whichever will be later, subject to the condition that nothing is outstanding against the Contractor.
9. The following documents (applicable and valid) need to be submitted during the time of inspection of the 3-4 Ton Van.
- a) Registration Certificate
 - b) Driving License copies of 1 or 2 Drivers. (As applicable)
 - c) Comprehensive Insurance
 - d) Pollution Certificate
 - e) Permit
 - f) Road Tax
 - g) Fitness Certificate
 - h) Vision test certificate.
10. If any of the above certificates expires during the contract period, the same shall be renewed and copy of the same shall be submitted to Transport Pool authorities in time failing which the bills shall be withheld.
- As mentioned earlier, tenderer shall submit their offer in two part bids

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- a. Techno-commercial bid duly signed on all pages along with all the documents/proofs as indicated in “Pre-qualification Requirements” and Banker’s Cheque /Demand Draft/ RTGS/NEFT in original for Rs.1000/- (cost of tender documents) & Earnest Money Deposit should be paid as mentioned @ Page - 1. **Techno-commercial Bid along with DD/ Bankers cheque/RTGS/NEFT for EMD and Tender document cost to be enclosed.**
- b. Price bid duly filled (in figures & words) 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 4 Nos. Canteen Vans and 1 No. CISF Van**” and Price bid shall be super-scribed as “**Price bid for Hiring of 4 Nos. Canteen Vans and 1 No. CISF Van**”

Both the above two envelopes shall be kept into another sealed cover. The cover shall be super-scribed with “**Quotation for Hiring of Canteen Vans (4 No’s) and CISF Van (1 No.)**” 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.*

11. Taxes & Duties

GST is applicable for registered vendors as below.

- a) In case GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from vendor along with interest levied/leviable on BHEL.
- b) In case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor/contractor along with interest levied / leviable on BHEL.
- c) The bidder shall arrange to send to BHEL, Hyderabad along with all the required documents as in Purchase Order, Tax Invoice (Original for Recipient) along with his bills.
- d) Vendor to ensure correct applicability of IGST/CGST/SGST/UTGST based on the Inter / Intra state movement Supply of goods and services or both.
- e) Taxes and duties prevalent on the contractual delivery date or the actual delivery date (in case of delay) whichever is lower shall be applicable paid. Composition Scheme to be addressed.
- f) Vendor shall note that the Invoice has to be raised quoting HSN Code of Goods or Accounting Code of Services or both wherever applicable.
- g) Invoice should mention BHEL-HPEP-HYDERABAD GSTIN: 36AAACB4146P1ZG or GSTIN of BHEL Nodal Agency as mentioned in PO.
- h) In case of any short supply of goods or service Vendor has to raise a credit note for short supplied quantity as per GST provisions.
- i) Any GST liability arising on BHEL under reverse charge before actual receipt of goods and or services and/or invoice thereof would be subject to recovery of interest leviable for the period between the date of such liability and actual date of eligibility of ITC based on receipt of goods, receipt of invoices and other conditions specified in GST law, as applicable.

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j) LD clause:

In the event of delay in supply of goods and or services beyond contractual delivery date, penalty of 0.5% per week or part there of shall be levied on the full contract value subject to a maximum of 10% of the order value. Penalty amount so determined along with GST if applicable thereon shall be recovered.

k) Supplier shall mention their GSTN registration number in all their invoices and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No which is linked/uploaded in GSTN network shall be clearly indicated), item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, etc.

l) A declaration to the effect that all tax liability as per GST rules and regulations shall be discharged.

m) Reverse charge is applicable for GST unregistered vendors.

3.0 GENERAL TERMS & CONDITIONS

Terms & conditions for entering into rate contract for “**Hiring of Canteen Vans – 4 No’s and CISF Van (1 No.)**” on rate contract basis for the use of BHEL, RCPuram, Hyderabad – 502 032.

1. The basic rate per operation is to be quoted in price bid format (Annexure II).
2. Once the contract is finalized, the vans should be at the operational disposal of BHEL during the entire contract period.
3. The Vans shall be of 2013 or later model and shall be supplied along with sufficient number of drivers as specified above.
4. All the offers received will be scrutinized and only the technically qualified offers will be considered. Technically not qualified offers will be rejected.
5. All entries in the tender should be clearly written in ink and all corrections are to be duly attested by the tenderer.
6. Issue of tender documents does not mean that the bidder fulfills the qualifying requirements of the contract.
7. Submission of offer shall mean that the bidder has read the bid documents and agrees to abide by all the terms and conditions mentioned in the tender documents.
8. The contractor will take comprehensive insurance for the vehicle/s at his own cost.
9. **Price Bid Validity:** Price bid should be valid for a period of four months from the date of opening of Techno Commercial Bid.
10. No other person except the Contractor’s authorized representative will be allowed in BHEL premises.
11. Within BHEL premises, the contractor’s personnel should not do any work other than their normal duties.
12. The contractor shall make available relief 3-4Ton Van/s immediately in the event of any breakdown or accident. Such relief Van/s will be subject to the same conditions of maintenance and compliance with statutory requirements as those covered by the contract.
13. The breakdown/overhauling/preventive maintenance hours will not be counted in hours of operation.
14. The Transport contractor should obtain at his own cost, all required permits, licenses, pollution certificate etc., and its renewals for running his 3-4Ton Van(s) without break or

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- any type of difficulty during the entire contract period. Failure to maintain these requirements will entail BHEL for cancellation of the contract and forfeiture of the Security Deposit.
15. If the transport contractor is not able to provide his 3-4 Ton Van continuously, alternate arrangement will be made by BHEL and the extra cost incurred will be recovered from the transport contractors pending bills or from security deposit.
 16. The 3-4 Ton Van should 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 material handling.
 17. The contractor is directly responsible for injuries/death of occupants or other users arising due to accident or otherwise of 3-4 Ton Van during the contractual period. At any point of time, BHEL will not be responsible for any loss/damage either to the person/s or to the 3-4 Ton Van arising out of accident of the 3-4 Ton Van for performing the contractual obligations.
 18. 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 operation are to be settled by contractor.
 - 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 the provisions of the relevant acts to any workmen as aforesaid and any cost incurred by BHEL in connection with any claim preferred by such workmen and or against all action, 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.
 19. Any amount recoverable from transport contractor towards the loss/damage will be recovered from the outstanding payments due or from security deposit. In case the amount is insufficient for such recoveries, transport contractor shall make good the balance 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.
 20. BHEL reserves the right to refuse/cancel the tender at any stage without assigning any reason with a notice period of 30 days.
 21. The contract once finalized will be valid till the completion of contract. BHEL has right to cancel the contract incase of poor or bad service. The contract can be extended further in line with works policy 2016 on same scope, rates , terms and conditions on mutual agreement.
 22. This contract may be terminated at any time without paying compensation whatsoever to the transport contractor in case of misbehavior, disobedience, dishonesty, clandestine insolvency, any court order, non-sanction of road permit or any other related activities on their part or their failure to fulfill the terms and conditions of this agreement.
 23. The rates quoted shall remain valid for entire contract period.

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24. 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 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 party mentioned in RC Book on whose name it is registered.
25. The orders, notices or any correspondence to the transport contractor will be sent to the address furnished by registered post. 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.
26. 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.
27. Soon after the acceptance of the tender, the transport contractor shall enter into an agreement with M/s BHEL, RCPuram, Hyderabad – 502032. The agreement shall be entered on Non-judicial stamp paper of the value of Rs.200/- to be purchased by the transport contractor at his own cost.
28. The Contractor shall engage a driver having experience of minimum of two (2) years in driving vehicles and in possession of valid license. The driver should not smoke/drink while on duty and should keep the vehicle neat and clean.
29. It is the responsibility of the contractor to engage sufficient number of drivers depending on the operational hours a day as mentioned in point 5 (General).
30. The contractor shall maintain regular contact with the designated employee of BHEL and will interact on matters relating to the work awarded under this contract.
31. 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 efficiency/anomaly within three days 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.
32. 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 thereof by giving a notice of 30 days to the contractor.
33. Non – compliance of any provisions under the act/rule/ instructions/guidelines shall make the contractor liable for penal action including termination of contract.
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. Contractor shall in his absence keep competent agent constantly on the works and any directions or explanations given by the Contract Signing Officer or his representative to such agent shall be held to have been given to the contractor himself.
36. Work shall be done on any day with the written permission and approval by competent authority. The contractor shall comply with the provisions of the Factories Act Rules framed there under if the same are applicable.
37. 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

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any such workmen, the contractor shall intimate within 24 hours of the happening of such an accident intimate in writing to the company official in-charge of the work.

38. The contractor shall indemnify the company against all losses or damages sustained by the company resulting directly or indirectly from 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 to the provisions of the said act in regard to such accident.
39. The contractor shall ensure adherence to all statutory requirements applicable to Bharat Heavy Electricals Limited, RCPuram, Hyderabad – 502032.
40. The contractor shall not resort to subcontracting under any circumstances. If found subcontracting at a later date, BHEL reserves the right to take whatever action it deems fit, including cancellation of the contract and forfeiture of security deposit.
41. 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 contractor's authorized agents, who are entrusted with the work by contractor.
42. All the works shall be carried out in accordance with the directions and to the satisfaction of the company official in accordance scope of work.
43. In the event of any question or dispute or 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.
44. In case of any suit or other legal proceeding arising under this contract, the courts at Sangareddy (Medak Dist.) Telangana only shall have the Jurisdiction.
45. Wherever, BHEL/COMPANY standards are mentioned shall be strictly followed.
46. Nothing contained in the contract agreement and its conditions shall be deemed to preclude or render inoperative the service of any notice, letter or other communication upon the contractor personally.

47. ARBITRATION & CONCILIATION:

Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Unit issuing the Contract.

The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause, the seat of arbitration shall be at Hyderabad.

The cost of arbitration shall be borne as per the award of the Arbitrator.

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Subject to the arbitration in terms of Clause above, the Courts at Sangareddy, Telangana State shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.

Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.

In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred by either Party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the Parties to the dispute, provided, however, any Party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the Parties hereto finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator."

48. Tax will be deducted at source from the running bills as per applicable income tax rules and other statutory requirements.
49. **FINALIZATION OF TENDER:** The price bids of all the technically qualified would be opened and the L1 party would be decided on basic cost. If L1 rates are greater than our estimation, negotiation will be carried out and rates shall be finalized.
50. **The Contract once finalized will be valid for TWO YEARS from the date of commencement of work and can be extended on mutual acceptance at the same Scope, Rate, Terms & Conditions and passing fitness test.**
51. **PENALTY CLAUSE:** A penalty equivalent to payment per day shall be recovered from the bills or the SD apart from hourly/daily proportional cutting in case the vehicle/driver does not report on any day(s) or is under break down or the vehicle does not carry out the work as instructed by the BHEL nominated person.
52. **PVC:** *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 diesel cost on the date of opening of technical bids. Escalation for increase / decrease in diesel cost will be re-imbursed / recovered at the rate of 0.01 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.*
53. Price bids should not contain any written content other than the quoted prices. Even if any content is written it shall not be considered.

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4.0 Instructions to bidders:

The tender schedule must be submitted along with all pages duly signed & stamped NIT document and Undertaking as per Annexure I enclosed.

Following to be filled up by the bidder:

Name of the Contractor/Contact Person	
Full Address	
Phone no./Fax no./Mobile No.	
E-mail Id	
GST Registration Details (Copy to be enclosed)	
PAN Number	
Quotation Validity – 120 days from opening date of techno-commercial bids	
Document Fee details	
EMD – details	
Security Deposit Clause – Acceptance (See terms & conditions for details)	
Submitted Vehicle Document proof	Yes/No
BHEL Supplier Code (if present)	

The contractor/bidders shall ensure following guidelines while submitting tender.

1. Bidders are required to submit the offer in two parts.

- I) Techno-commercial bid along with un-priced bid along with separate EMD and tender document cost.
- II) Price bid.

2. 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.

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/Bankers cheque/RTGS/NEFT 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).

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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.

9. The Bank account details for payment of tender cost & EMD through RTGS/NEFT mode is as follows:

BANK ACCOUNT DATA FOR RTGS/NEFT MODE OF PAYMENT

1. Party Code

2. Option : RTGS/NEFT

3. Beneficiary Details:

A) Name of Beneficiary : BHARAT HEAVY ELECTRICALS LIMITED

B) Address : RAMACHANDRAPURAM, HYDERABAD- 502032.

C) Bank Name : STATE BANK OF INDIA

D) BRANCH NAME : BHELTOWNSHIP, HYDERABAD- 502032.

E) Account No. : 62048154115

F) Account type : Current A/c

G) Bank IFSC Code : SBIN0020075

H) Bank MICR Code : 500002370

10. MSME Supplier

MSE suppliers can avail the intended benefits (Tender documents fee of cost, exemption of EMD) 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 follows 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

The format of the certificate is as follows:

Signature of Contractor

Certificate by Chartered Accountant on letter head

This is to Certify that
M/s.....

(hereinafter referred to as 'company') having its registered office at
..... is registered under MSMED Act 2006, (Entrepreneur
Memorandum No (Part-II)dtd:
..... Category: (Micro/Small). (Copy
enclosed)

Further verified from the Books of Accounts that the investment of the company as on
date as per MSMED Act 2006 is as follows:

- f. 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 via its notification No. S.O. 1722 (E) dated October 5, 2006 :)
Rs.Lacs
- g. 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

The above investment of Rs..... Lacs is within permissible limit of
Rs..... Lacs for Micro/ Small (strike off which is not
applicable)
Category under MSMED Act 2006.

Date:
(Signature)

Name:

Membership number:

h. Seal of Chartered Accountant

Signature of Contractor

ANNEXURE – I

UNDER TAKING

(for tenderers not in possession of 3-4 Ton Van(s) at the time of submission of tender documents)

I, undersigned quoted for Hiring of Canteen vans – 4 Nos. and CISF van – 1 No. vide Tender No. HY/LOGISTICS/TPT/Canteen & CISF_Van/2017-19, Dated: 30-July-2017 given by Transport Department, BHEL, RC Puram, Hyderabad – 502 032.

In the above said tender I have not submitted the document/s of 3-4Ton Van/s as I don't own 3-4 Ton Van/s at present.

If I stand L1 in the tender or if order is received for supplying 3-4Ton Van/s I will produce the 3-4 Ton Van/s (2013 or later model, along with requisite documents) within 30 days of issue of work order/LOI.

Name, Address of the Contactor

Mobile Number:

Landline Number:

Signature of Contractor

ANNEXURE – II**Price bid for “Hiring of Canteen Vans 4 Nos. and for CISF – 1 No.”**

Rate per operations to be quoted							
Sl. No	Name	Timings	No. of opns/days per year	Qty	Contract Period	Rete per operation in Figures (INR)	In words
a)	Works canteen	05:00 to 22:00 Hrs	302	1	2 years		
b)	Works canteen		365	1	2 years		
c)	Staff Canteen	05:00 to 14:00 Hrs	302	1	2 years		
d)	Night shift	22:00 to 04:00 Hrs	302	1	2 years		

Note: For Sl.No.a) to d) rate to be quoted per operation /day

Rate per Month to be quoted							
Sl. No	Name	Timings	No. of opns/days per year	Qty	Contract Period	Rete per month in Figures (INR)	In words
e)	Basic monthly hire charges for 3-4Ton Van @2700Km per month including drivers, fuel and maintenance @17Hrs. per day on all days including Sundays and holidays.	05.00 to 22.00 Hrs.	365	1	2 Years		

Note: For Sl.No. e) rate to be quoted per Month.

Name, Address and Mobile of the Contactor _____

Signature of Contractor