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## BHARAT HEAVY ELECTRICALS LIMITED RAMACHANDRAPURAM – HYDERABAD – 502032 TRANSPORT DEPARTMENT

Phone No. 040-23182590/2525 email: pbhaskar@bhel.in

Tender Notice No: HY/TPT/Sub\_Contract\_Vans/2018-19

23-Apr-2018

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.

1	Name of the work		Hiring of Sub-contract vans  a. 1-1.5 Ton capacity with crewed cabin-4 Nos. and  b. 3-4 Ton capacity – 1 No. for a period of 1 (ONE) year.
2	Earnest Money Deposit	:	a) 1-1.5 Ton for each van Rs.7,800/- b) 3-4 Ton van Rs.10,200/-
3	Estimated basic Cost	••	For one 1 – 1.5 Ton van: Rs.3,89,334 + GST For one 3 – 4 Ton van: Rs.5,08,200 + GST
4	Cost of Tender Documents	•••	Rs.1000/- (non-refundable)
5	Tender Sale start Date		23-Apr-2018
6	Tender Sale Close Date	:	14-May-2018 – 1100 Hrs.
7	Last Date of receipt of tenders	:	22-May-2018 – 1100 Hrs. (Extended)
8	Date & time of opening of tenders		22-May-2018 – 1330 Hrs. (Extended)

vame & Address of the contractor:	
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Tenderers are requested to sign and put seal on all pages of tender documents and submit.

### 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):

- a) **Turnover** 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 Charted 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.
- b) **Experience:** 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:
  - 1. Three similar completed works each costing not less than the amount equal to 40% of the estimated cost.

OR

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

OR

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

#### Please follow the table below for participation in contract category wise

	1 – 1.5 Ton Van each	3 - 4 Ton Van
Avg. annual Turnover past 3 years (30% of est.cost)	Rs.1.17 lakh	Rs.1.53 lakh
If 3 works completed, the value of each work should not be less than (40% of the estimated cost)	Rs. 1.56 lakh	Rs.2.04 lakh
If 2 works completed, the value of each work should not be less than (50% of the estimated cost)	Rs.1.95 lakh	Rs.2.55 lakh
If 1 work completed, the value of each work should not be less than (80% of the estimated cost)	Rs.3.12 lakh	Rs.4.07 lakh

Similar works: Definition "Hiring of any vehicle"

Contractor should have executed the work for supply of any vehicle.

- d. 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.
- 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 firms shall be rejected. The list of banned firms is available on BHEL website www.bhel.com".
- iv) PAN No. (In case not available, proof of having applied with acknowledgement from concerned authority).
- v) GST registration copy. (if applicable).
- vi) Tender Document Cost (Rs. 1000/-)
- vii) EMD (Banker's cheque/Demand Draft)
- viii) Vehicle document proof(s) (vehicle shall be in the name of contractor only)
- ix) Color vision test (color blindness check) certificate issued by BHEL General Hospital.

#### **General:**

- BHEL, RCPuram, needs <u>4 No's of 1-1.5Ton capacity van with crewed cabin and 1 No. of</u>
   <u>3-4 Ton vans</u> along with drivers for official use @10hrs/day (including lunch) for a period of (ONE) year (all working days) for sub-contract activities.
- 2. The Vehicles should be of *January 2016 or later model* and should be in good working condition. The Basic Kilometer run will be *2000 km per month each for one 1 van.*
- 3. Contractors in possession of vans (as mentioned above) of January 2016 or later model can take part in the tender and should submit the document proof of van/s.
- 4. Contractors in possession of Van(s) / in possession of agreement for right to use of Van(s) as per NIT requirement should submit the documentary proofs regarding ownership of cars / agreement for right to use of cars.
- 5. Contractors not in possession of vans <u>can also</u> take part in the tender by submitting the undertaking as in Annexure II.
- 6. Ownership of vehicle has to be in the name of Individual/Proprietor / Proprietary Firm / Partner /Partnership Firm / Director / Limited Company. Right to use of vehicle for the contract period shall be registered in the name of proprietor / proprietary firm / partner / partnership firm / Director / Limited company
- 7. A contractor can quote for any number of vehicles as desired.
- 8. Estimation and EMD details for each van is shown below

#	Van capacity	Estimation (INR)	EMD (INR)
1	1 – 1.5 Ton	3,89,334/-	7,800/-
2	3 – 4 Ton	5,08,200 /-	10,200/-

9. Documents to be submitted for technical qualification

- a. Valid proof of van/s
- b. Valid heavy vehicle driving license of driver/s.
- 10. The vehicles shall be supplied along with sufficient number of Drivers. The fuel shall be in the scope of contractor only. However fuel escalation charges as applicable (as mentioned later) will be paid.
- 11. Starting and closing KM reading shall strictly be from BHEL RC Puram Transport pool only. The prices shall be quoted accordingly. No empty Km run / garage km run will be considered.
- 12. The amount of Security Deposit should be paid as per works policy 2016.

#### 13. Taxes & Duties

- i) 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 hills
  - 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.
  - j) Penalty clause:

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- 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.
- I) A declaration to the effect that all tax liability as per GST rules and regulations shall be discharged.
- ii) Reverse charge is applicable for GST unregistered vendors.

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

- a. Techno-commercial bid consisting of Annexure I and/or II duly signed on all pages along with DD's in original for Rs.1000/- (Tender documents) & EMD as mentioned above.
- b. Price bid duly filled in & duly signed consisting of Annexure III

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 Sub-Contract Vans (1-1.5Ton capacity with Crewed cabin & 3-4 Ton capacity) for a period of 1 (ONE) year" and Price bid shall be super-scribed as "Price bid for Hiring of Vans (1-1.5Ton capacity with Crewed cabin & 3-4 Ton capacity) for a period of 1 (ONE) year"

Both the above two envelopes shall be kept into another sealed cover. The cover shall be super-scribed with "Quotation for "Hiring of Sub-Contract Vans (1-1.5Ton capacity with Crewed cabin & 3-4 Ton capacity for a period of 1 (ONE) year" 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.* 

## BHARAT HEAVY ELECTRICALS LIMITED RAMACHANDRAPURAM – HYDERABAD – 502032 TRANSPORT DEPARTMENT

Tender Notice No: HY/TPT/Sub\_Contract\_vans/2018-19 Date: 23-Apr-2018

<u>Name of the Work</u>: Hiring of Sub-Contract Vans 1-1.5Ton capacity with Crewed cabin 4 Nos. <u>& 3-4 Ton capacity 1 no. for a period of 1 (ONE) year</u>

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:

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1.	Name of the Contractor/Contact Person	
2.	Full Address	
3.	Phone no./Fax no./Mobile No.	
4.	E-mail Id	
5.	GST 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 / Undertaking (Annexure II)	
12.	No. of vehicles quoted for (Please tick)	<ul> <li>a) 1–1.5 Ton Van – 1 / 2 / 3 / 4 Nos.</li> <li>b) 3-4 Ton Van – 1 No.</li> </ul>
13.	BHEL Supplier Code (if Available)	

#### **ANNEXURE-I**

Terms & conditions for entering into rate contract for "Hiring of Sub-contract vans

- a. 1-1.5 Ton capacity with crewed cabin-4 Nos. and
- b. 3-4 Ton capacity 1 No.

for a period of 1 (ONE) year" on rate contract basis for the use of BHEL, RC Puram, Hyderabad – 502 032.

- 1. The basic rate per month (@10 hrs./day on all working days-with driver and fuel) along with extra hr. and extra km cost is to be quoted in Annexure III
- 2. The Van(s) should be of January 2016 or later model and should possess all the applicable and valid certificates (RC/Insurance/permit/pollution etc.). Inspection of vehicles shall be carried out as per the date mentioned in work order / LOI.
- 3. Once the contract is finalized, the Van(s) should be at the operation disposal of BHEL during the contract period.
- 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 the terms and conditions mentioned in the documents.
- 8. The contractor will take comprehensive insurance for the vehicle at his own cost.
- 9. Quotation should be valid for a period of three months from the date of opening of Techno Commercial Bid.
- 10. No other person except Contractor's authorized representative will be allowed in BHEL premises.
- 11. The maximum km run per month shall be restricted to 2200 km per month. No payment shall be made thereafter. However basic payment shall be made in case the km run is less than 2000 km in a month (if the vehicle runs on all working days @10hrs a day)
- 12. Contractor is solely responsible for the payment of wages/salaries, allowances, statutory and any other payments to his/her personnel. BHEL will have no liability whatsoever in this regard.

- 13. Within BHEL premises, the contractor's personnel should not do any work other than their normal duties relating to this contract.
- 14. The contractor shall make available relief Van(s) (Similar or higher capacity) immediately in the event of any breakdown or accident. Such relief Van(s) will be subject to the same terms & conditions of maintenance and compliance with statutory and other requirements as those covered by the contract.
- 15. The breakdown/overhauling/preventive maintenance hours will not be counted in hours of operation.
- 16. The Transport contractor, at his own cost should obtain all required permits, licenses, pollution certificate etc., and its renewals for running his Van(s) without break or 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.
- 17. If the transport contractor is not able to provide his Vans(s) continuously, alternate arrangement will be made by BHEL and the cost incurred will be recovered from the transport contractor's pending bills / from security deposit or any other dues with BHEL over head.
- 18. The contractor shall provide cell phone to the driver at his own cost to facilitate communication in times of emergencies/breakdowns/accidents and any work other than the normal duties. The driver should be available round the clock on phone.
- 19. The contractor and his personnel should abide by the company's CISF Security rules and shall provide safety PPE's (Personal protective equipment) to the driver(s)
- 20. The vans 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 is fully responsible for safe material handling.
- 21. The contractor is directly responsible for injuries/death of occupants or other users arising due to accident or otherwise of Van(s) 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 Van(s) arising out of accident of the Van(s) for performing the 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 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.
- 23. 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 the good 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.
- 24. BHEL reserves the right to refuse/cancel the tender at any stage without assigning any reason with a notice period of 30 days.
- 25. 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.
- 26. The rates quoted shall remain valid for entire contract period. However reimbursement or recovery will be made for increase/decrease only in the cost of fuel. No other variation other than cost of fuel will be allowed by BHEL during the tenure of the contract period. The escalation is based on the diesel cost on the date of opening of technical bids. Escalation for increase/decrease in fuel cost will be reimbursed or recovered at the rate of 0.01 rupee per KM for every 10 paise per litre increase/decrease in fuel cost (Prevailing on the last day of the calendar month). The escalation is applicable at actual KM run for reimbursement/recovery.
- 27. 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 technocommercial bid. No interest will be paid on EMD. The EMD is returned to the unsuccessful bidder within 15 days from the date of finalization of tender.
- 28. 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.
- d. If the successful tenderer does not commence the service from the date indicated in Letter of Intent (LOI).
- 29. EMD furnished by the successful bidder will be adjusted as part 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.
- 30. The contract once finalized will be valid for 1 (ONE) year from date of commencement of work and can be extended as per the BHEL works policy 2016 on mutual acceptance at the same scope, rate, terms and conditions and passing fitness test.
- 31. Successful tenderer shall pay a Security Deposit as per the works policy 2016 of the overall contract value as
  - a. The successful tenderers EMD paid will be converted and adjusted into Security Deposit.
  - b. Minimum 50% of the Security Deposit amount should be paid by Cash or Demand Draft at the time of agreement and balance 50% to be recovered from Monthly bills to the Maximum of 10% of the Total Contract value.
  - c. The Security Deposit will not carry any interest and will be paid after successful completion of contract to BHELs satisfaction.
- 32. 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 on whom order is placed.
- 33. 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.
- 34. 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.
- 35. Soon after the acceptance of the tender, the transport contractor shall enter into an agreement with M/s BHEL, RC Puram, 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.

- 36. 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.
- 37. It is the responsibility of the contractor to engage sufficient number of drivers depending on the operational hours a day.
- 38. 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.
- 39. The Driver must be in neat & clean uniform with black shoes and possess a mobile phone with roaming facilities in working condition. The color of the uniform should be in line with the RTO regulations & the same will be communicated to successful bidders. The driver should not be in drunken condition while on duty and should not smoke inside the car.
- 40. 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.
- 41. 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.
- 42. Non compliance of any provisions under the act/rule/instructions/guidelines shall make the contractor liable for penal action including termination of contract.
- 43. 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. The address for correspondence should be updated at the Transport pool regularly if there are any changes.
- 44. 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.
- 45. 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.
- 46. 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 hours of the happening of such an accident intimate in writing to the company official in-charge of the work.
- 47. 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.
- 48. The contractor shall ensure adherence to all statutory requirements applicable to Bharat Heavy Electricals Limited, RC Puram, Hyderabad 502032.
- 49. 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.
- 50. 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.
- 51. 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.
- 52. 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.
- 53. 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.
- 54. Wherever, BHEL/COMPANY standards are mentioned shall be strictly followed.
- 55. 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.
- 56. 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 arbitration 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. The award of the tribunal shall be final and binding on both the parties. 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.
- 57. Tax will be deducted at source from the running bills as per applicable income tax rules and other statutory requirements.
- 58. All the points in this NIT will become part of agreement.
- 59. **FINALIZATION OF TENDER:** Technical scrutiny shall be carried out and the price bids of all the technically qualified would be opened and scrutiny shall be carried out. All qualified price bids shall be arranged in ascending order of basic rate and L1 party would be decided on basic cost (separately for each capacity van).
  - a. If L1 party rates are less than our estimation and are the least
     Counter offers will be given to the next in line till our requirement fulfills.
  - b. If L1 party rates are greater than our estimation or not the least Negotiations will be conducted with L1 party and the rates would be finalized. The same rates would be counter offered to the next in line till our requirement fulfills.

#### **60. PENALTY CLAUSE:**

- **a**. Non-supply of van (1-1.5Ton) on any working day Rs.1000/- per day from proportional monthly payment.
- **b**. Non-supply of van (3-4Ton) on any working day Rs.1250/- per day from proportional monthly payment.
- **c**. Penalty per hour in case of non-availability of van/driver or non-operation or late entry (1-1.5Ton) Rs.150/- per hour
- **d**. Penalty per hour in case of non-availability of van/driver or non-operation or late entry (3-4Ton) Rs.200/- per hour.
- 61. Any discrepancies in the tender documents shall be brought out separately on a letter.
- 62. Price bids should not contain any written content other than the quoted prices. Even if any content is written it shall not be considered.
- 63. 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

#### **58. 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

### **General instructions to bidders:**

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.		
Bidders are required to submit the offer in two parts.		
I) Techno-commercial bid along with un-priced bid II) Price bid.		
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.		
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.		
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.		
Bidders are required to submit duly filled in tender documents before 1100 hrs as mentioned earlier		
at Vendor Complex, Administrative Building (BHEL).		
The techno-commercial bids will be opened on the same day as mentioned earlier at 1330 hrs at		
Vendor complex, BHEL, RCPuram.		
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.		
14 nowhy would be decided based on the (basic acts). Usways a sestimation will be a visible of the		
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.		

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#### **ANNEXURE - II**

#### **UNDER TAKING**

(For tenderers not in possession of 1-1.5 Ton capacity Vans with crewed cabin and/or 3-4 Ton van at the time of submission of tender documents)

I, undersigned applied for Hiring of Sub-contract vans 1 – 1.5 Ton capacity with crewed cabin and 3-4 Ton capacity Van vide Tender No. HY/TPT/Sub\_contract\_vans/2018-19, Dt:23-Apr-2018 given by Transport Department, BHEL, Ramachandrapuram, Hyderabad – 502032.

In the above said tender I have not submitted the details of 1-1.5Ton van and/or 3-4Ton van as I don't own the above at present.

If I / we stand L1 in the tender or if order is received for supplying Sub contract Van with crewed cabin of 1-1.5 Ton Capacity / 3-4 Ton capacity van for a period of 1 (ONE) year, I / we will produce the required number of Van(s) with maximum mileage run of **70000 Km or less** physically at the time of inspection, for which the date and time will be intimated by transport department along with requisite documents.

I/We will deliver the \_\_\_\_ Van(s) for inspection on or before 30 days from the date of issue of LOI.

Name, Address of the Contactor		
<b>-</b>	 	
Mobile Number:	 	 
Landline Number:	 	 

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### ANNEXURE - III

#### Price bid for "Hiring of Vans (1-15Ton and 3-4Ton) for a period of 1 (ONE) year"

1-1.5Ton capacity Van				
SI. No.	SI. No. Description		Rate	
31. 140.	Bescription	In Figures	In Words	
1	Basic rate per 2000 km run in a month (all working days) including fuel and drivers cost (@10hrs per day)	Rs.		
2	Rate per extra km beyond 2000 km in a month	Rs.		
3	Rate per extra hr beyond 10 hrs. run in a day	Rs.		

3-4 Ton capacity Van				
Sl. No.	Description	Rate		
31. 140.	Description	In Figures	In Words	
	Basic rate per 2000 km run in a month (all			
1	working days) including fuel and drivers cost	Rs.		
	(@10hrs. per day)			
	Rate per extra km beyond 2000 km in a			
2	month	Rs.		
3	Rate per extra hr beyond 10 hrs. run in a day	Rs.		

•	GST as applicable shall	be paid extra.	Rates to be quoted	d accordingly.
	as applicable shall	De para extra.	mates to be quoted	a accoranigiy.

Name, Address of the Contactor			
Mobile Number:			