

ORIGINAL COPY

TENDERER'S COPY

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TENDER NOTICE

NIT _ 31857**WCM TENDER SCHEDULE NO: 02/16-17****FOR**

**“HIRING OF COMMERCIAL VEHICLES (PUNJAB PERMIT) FOR PERIOD OF
1 YEAR AT BHEL GOINDWAL SAHIB”**

**BHARAT HEAVY ELECTRICALS LIMITED****(A Govt. Of India Undertaking)****INDUSTRIAL VALVES PLANT,****433, INDUSTRIAL COMPLEX****GOINDWAL SAHIB,****DISTT. TARN –TARAN,****PUNJAB, PIN-143422**

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ACCEPTING OFFICER (BHEL)

**BHARAT HEAVY ELECTRICALS LIMITED**

(A Govt. Of India Undertaking)

ISO 9001, ISO 14001, OHSAS 18001 certified

INDUSTRIAL VALVES PLANT

Plot No. 433, INDUSTRIAL COMPLEX,
GOINDWAL SAHIB, Distt. TARN-TARAN,
PUNJAB- PIN-143422; (INDIA)

Phone: 01859-224603, 224615;

Fax 01859-222061

Email: navjot@bhelivp.in, hrai@bhelivp.in

WCM TENDER SCHEDULE NO: 02/16-17**IMPORTANT NOTE**

PURCHASER OF THIS TENDER DOCUMENT IS ADVISED TO CHECK AND ENSURE COMPLETION OF ALL PAGES OF TENDER DOCUMENT AND REPORT ANY DISCREPANCY TIMELY FOR CORRECTIVE ACTION, IF ANY, TO THE ISSUING AUTHORITY BEFORE THE BIDS ARE SUBMITTED. ORIGINAL COPY OF TENDER DOCUMENT COMPLETE IN ALL RESPECTS MUST BE SUBMITTED BACK AS PART OF THE BID WITHOUT WHICH THE SAME IS LIABLE TO BE REJECTED BY BHEL.

THIS TENDER SPECIFICATION ISSUED TO:

M/S-----

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CONTENTS

S/N	DESCRIPTION	Page No.
1	NIT cover letter	4-8
2	Qualification criteria's	9
3	Scope of Work	10-11
4	Terms and Conditions of Contract	12-19
5	Techno-Commercial Bid to be filled by Tenderer-PART I	20-22
6	Price Bid to be filled by Tenderer-PART II	23
7	Formats	24-27
8	Annexure I (For MSE bidder)	28

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BHARAT HEAVY ELECTRICALS LIMITED
INDUSTRIAL VALVES PLANT
 Plot No. 433, INDUSTRIAL COMPLEX
 GOINDWAL SAHIB, Distt. TARN-TARAN
 PUNJAB- PIN-143422; (INDIA)

REF: BHE: IVP: WCM: TENDER/ 02/2016-17

DATE: 16/03/2017

To,
 The Tenderers,

Dear Sir/Madam,

SUB: Notice Inviting Tender

Sealed offers in two part bid system are invited from reputed & experienced bidders (meeting QUALIFICATION CRITERIA) for the subject job by the undersigned on the behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document. Following points relevant to the tender may please be noted and complied with.

Salient Features of NIT

S/ NO	ISSUE	DESCRIPTION
i	WCM Tender schedule No.	02/16-17
ii	Name of Work	"Hiring Of Commercial Vehicles (Punjab permit) for period of 1Year at BHEL Goindwal sahib"
iii	Estimated Value of Work	Rupees 15,74,147/- (Including Service Tax)
iv a	Duration of Contract	One year from date of Award of Contract
iv b	LD penalty	LD shall be levied as per Clause 13 of Terms and Conditions of Contract.
v	DETAILS OF TENDER DOCUMENT	
a	Details of NIT	<i>Cost of tender document/EMD applicable/Modes of payment/Security deposit</i>
b	Work details	<i>Qualification Criteria/Scope of Work</i>
c	Part I	<i>Techno Commercial Bid</i>
d	Part II	<i>Price Bid.</i>
E	Formats	<i>Applicable formats/Annexure</i>

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vi	Issue of Tender Documents	<p>1. <u>Sale from BHEL IVP, WCM DEPARTMENT office at</u></p> <p>Start: 16/03/2017;</p> <p>Close: 07/04/2017; Time: Up to 13:00 Hrs</p> <p>2. Tender documents can be downloaded till due date of submission from BHEL website http://www.bhel.com/tender/tender_home.php)also.</p>	
vii	Due Date, Time & Place of offer submission	<p>Due Date: 07/04/2017</p> <p>Due Time: 15:00 Hrs.</p> <p>Place: BHEL IVP, GOINDWAL SAHIB, PUNJAB</p> <p>Sealed Tenders can be dropped in the tender box labeled as 'Tender box for MM contracts'. This tender box is located at the entrance of Admin block BHEL Goindwal. Fax (01859-222061) / E-Mail (tendermm@bhelivp.in) offers received in time shall be considered only when such offers are complete in all respects. In case of bulky tender please handover tender to Sh Harpreet Rai/ DGM/Head-MM or Sh 'Tajinder Singh/AGM/HR, Civil, MM. [Contact: 01859 224 615/621] AGM /Civil</p>	
viii	Opening of Tender	<p>Date: 07/04/2017; Time: 15:30 Hrs.</p> <p>Notes:</p> <p>(1) In case the due date of sale of tender document/tender submission/tender opening becomes a non-working day/Holiday, the corresponding date shall be considered extended itself on next working day at the same time at BHEL IVP Goindwal Sahib</p> <p>(2) Bidder may depute representative to witness the opening of tender</p> <p>(3) In case of extension of due date for other reasons, Corrigendum shall be published on BHEL website, Government tender portal and CPP PORTAL.</p>	
ix	EMD Amount*	Rs. 31500/- (Rupees Thirty One Thousand Five Hundred Only)	Applicable
x	Cost of Tender Document *	Rs. 500/- (Rupees Five Hundred only)	Applicable

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xi	Last Date for seeking clarification	<p>Three days before last date of submission of Tender Document. Along with soft version also, addressing to undersigned & to others as per contact address given below</p> <p>Sr. Engineer/ WCM BHEL IVP Goindwal Sahib navjot@bhelivp.in , Phone- 01859-224603</p> <p>(or)</p> <p>DGM/ MM BHEL IVP Goindwal Sahib hrai@bhelivp.in , Phone- 01859-224615</p>	
xii	Schedule of pre bid discussion (PBD)	NIL	Not Applicable
xiii	Integrity pact & detail of independent external monitor (IEM)		Not Applicable
xiv	Latest updates	<p>Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc. to Tender Specifications will be hosted on BHEL webpage (http://www.bhel.com) and CPP Portal (http://eprocure.gov.in/cppp/) and on tenders.gov.in. Bidders to keep themselves updated with all such information</p>	

*** BID OF TENDERER WITHOUT “EMD” AND TENDER DOCUMENT COST AS APPLICABLE SHALL BE REJECTED.**

Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them, duly signed & stamped on each page, as part of offer.

DETAILS REGARDING COST OF TENDER DOCUMENT AND EARNEST MONEY DEPOSIT (EMD):

- 1. Cost of Tender Document /Tender Fee is 500/- (Five Hundred only).** The tender document can be directly down loaded from the BHEL website(www.bhel.com)and tender cost may be deposited along with bid submission. Sale of tender Documents shall not take place on National Holidays, holidays declared by Central or State Governments and BHEL IVP at Goindwal and Sundays.
- 2. Earnest Money Deposit and Security Deposit will be as per the tender documents.**
- 3. The EMD amount applicable is Rs.31500/- (Thirty-one Thousand Five Hundred Only).** It to be attached along with the Techno commercial bid of the tender document.
- 4. The bidder shall deposit cost of tender document and EMD amount as specified above in any of the following modes:-**

TENDERER

ACCEPTING OFFICER (BHEL)

MODES OF DEPOSIT(EMD) AND COST OF TENDER DOCUMENT :

The EMD/Tender Fee may be accepted only in the following forms:

1. Cash deposit as permissible under the extant Income Tax Act (before tender opening)
2. Electronic Fund Transfer credited in BHEL account (before tender opening). The BHEL Account number to be used for purpose of EMD is **Punjab National Bank, Goindwal (IFSC CODE PUNB0193200), Account Number 1932009300002270.**
3. Banker's cheque / Pay order/ Demand draft(DD), in favour of Bharat Heavy Electricals Limited and payable at PNB/SBI/HDFC/UNION BANK/PUNJAB & SIND BANK/ Allahabad Bank Goindwal Sahib only.

FORFEITURE OF EMD

EMD by the Tenderer will be forfeited as per NIT conditions, if:

1. 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.
2. The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.
3. 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.
4. EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of award of work. In case expiry of offer validity period or any other circumstances, EMD can be released with approval of head of contracting department not below the rank of AGM.
5. EMD shall not carry any interest.
6. EMD of successful tenderer will be retained as part of Security Deposit.

SECURITY DEPOSIT

The successful bidder (L1) has to deposit an approximate amount of Rs.78750/- (Rupees Seventy-Eight Thousand Seven Hundred Fifty Only) as security deposit before start of the work. The security deposit is approximate subject to actual landing price of the tender value. 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.

MODES OF DEPOSIT

The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:

1. Cash (as permissible under the extant Income Tax Act)
2. Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
3. Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
4. 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)
5. Securities available from Indian Post offices such as National Savings Certificates,

TENDERER

ACCEPTING OFFICER (BHEL)

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)

6. At least 50 % of the required security deposit, including EMD should be collected before start of work balance 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.
7. If the value of the work done at any time exceeds the contract value, the amount of security deposit shall be correspondingly enhanced and additional security deposit shall be immediately deposited by the contractor or recovered from payments /due to the contractor.

RELEASE OF SECURITY DEPOSIT

In the event of non-fulfillment of contract conditions Security deposit may be forfeited.

The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank guarantee in acceptable form, but only once, before completion of work, with the approval of the authority competent to award the work.

The security deposit will be released upon successful completion of the contract obligation, subject to submission of the 'No Dues Certificate' by the Contractor/Bidder.

EVALUATION OF THE TENDER

- L1 shall be decided on the basis of Overall Lowest Tender Value for all vehicles.
- Only those vendors willing to supply all the required type of vehicles in required numbers should quote.
- There shall be no counter-offer.

RATES

1. The quoted rates will be FIRM during the validity of the contract i.e. 1 years (+1 year of mutually agreed extended period).
2. The BHEL, IVP Goindwal will reimburse the toll tax / parking charges against production of proper original receipts and should be claimed by contractor from the BHEL, IVP Goindwal along with the monthly bill. Without original receipt, BHEL, IVP Goindwal is not liable to pay any toll tax / parking charges.
3. Payment for vehicle running, duty in excess of 10 hrs / day, running more than indicated kilometers per month (Applicable for Indica/Tata Bolt/ Swift/ Toyota Etios Liva (Five Seater Hatch back)-AC- Diesel & Indigo/ Dzire/Toyota Etios (Five Seater Sedan)-AC- Diesel, night halts at local outstation and duty on Sundays shall be paid extra at the rates specified in the **Techno Commercial bid format – Fuel and Extra Charges**.
4. Payment for vehicle Maruti Omni - (Petrol)-Ambulance (extra charges as mentioned under - (fuel and extra charges). Night halt at local station will not be applicable for this vehicle. Out station halt, Sunday & holiday charges will be applicable as per the charges mentioned in **Techno Commercial format – Fuel and Extra Charges**.
5. Service tax shall be paid extra as per service tax rules and also applicable in case of any modification in service tax rules. Party will be solely responsible for payment of service tax, if in case of any service tax dues arises due to default of the party. BHEL will not responsible for any default payment on account of service taxes.

QUALIFICATION CRITERIA

NAME OF WORK	"Hiring Of Commercial Vehicles (Punjab permit) for period of 1Year at BHEL Goindwal sahib"
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S/N	Pre -QUALIFICATION NORMS	CREDENTIAL DOCUMENTS TO BE SUBMITTED BY BIDDER IN SUPPORT
C	STATUTORY	
1.	PAN NO	Copy of documents – PAN CARD
2.	Service Tax Registration Certificate (in case not available same is to be submitted within 15 days of award of work)	Copy of documents – Service Tax Registration No Certificate. or Else undertaking on company/firm/individual letter head to be submitted that service tax certificate copy will be submitted within 15 days of award of work as per Format 02 of this NIT
3.	The Bidder must submit a declaration that no case is pending with the police/court against the proprietor/firm/partner or the company(Agency). As well as the bidder has not been suspended / blacklisted by any organization.	Declaration as per Format 04 of this NIT
4	The bidder Must submit a declaration that he has sufficient/required number of qualified drivers for providing required taxi service.	Self Declartion on company/firm/individual letter head

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Sealed tenders in two parts Part-I: Techno Commercial Bid , Part-II: Price Bid are invited on behalf of the BHEL, IVP, Goindwal for ***Hiring of following Commercial vehicles (Punjab Permit) with drivers*** as per required duty hours.

SCOPE OF WORK: Supply of following Commercial Vehicles along with drivers as per required duty hours

<u>SL.No</u>	<u>Name of the Vehicle</u>	<u>Year of registration and Maximum Kilometers Run</u>	<u>Permit</u>	<u>Number of Vehicle Required</u>	<u>Duty Hours Per Day</u>	<u>Purpose</u>	<u>Tentative Kilometers Running per month (may vary)</u>
01	Indica/ Tata Bolt / Swift/Toyota Etios Liva (Five Seater Hatch Back) AC (Diesel)	Original registration of vehicle after 01.01.2015 and the maximum kilometer run as on date of deployment should be less than less than 50,000 KMs.	<i>Commercial vehicles (Local Taxi Permit)</i>	02	10	Official use for local and out station Journey	2200
02	Indigo/ Dzire/Toyota Etios(Five Seater Sedan) AC (Diesel)			01	10	Official use for local and out station Journey	1000
03	Maruti Omni(Ambulance) Petrol Ambulance			01	20	For ambulance Services (Employees & their Dependents)	1000

The above required vehicle should be deployed the bidder within 15 days of time from the date of award of contract.

The above Commercial vehicles will be hired for initial period of One year and the same can be extended for another **One** year with mutual consent on same rates, terms and conditions. The bids are invited from Proprietor/Contractors/Agencies for deployment of above said commercial vehicles.

TENDERER

ACCEPTING OFFICER (BHEL)

Special Conditions of Contract

- i. Charges shall be paid as per quoted price in the price bid format and the extra charges mentioned under the Techno commercial bid.
- ii. The contract shall be initially for a period One year and the same can be extended for another **One** year with mutual consent on same rates, terms and conditions.
- iii. If the BHEL is not satisfied with the service of the vehicle, the BHEL, IVP Goindwal is at liberty to terminate the contract at any time by giving one-month Notice.
- iv. Statutory deductions will be applicable like income tax deductions (TDS).
- v. The vehicle - Indica /Tata Bolt/Swift/Toyota Etios Liva/ (Five Seater Hatch back) AC (Diesel), Indigo/ Dzire/ Toyota Etios(Five Seater Sedan)- AC(Diesel) is likely to be in normal operation in and around Goindwal, Amritsar, Jalandhar, Kapurthala Ludhiana, in addition to local travel, the vehicle may also be required to go to cities like Delhi and other cities for which the intending bidder must have all valid permits for such out station journeys or the bidder shall arrange the permit for the journey with his own cost. No payment shall be made by BHEL for procuring such permits.
- vi. The Maruti Omni – Ambulance(Petrol) likely to be in normal operation Goindwal, Kapurthala, Jalandhar and Amritsar for emergency requirement (including medical treatment) of employees and their dependents as per the requirement and directions of the transport in charge/Medical superintendent. The Maruti Omni – Ambulance(Petrol) will be deployed on working days. However, the Ambulance may be called on Sundays and holidays, as per requirement.
- vii. The extra charges for Sunday/Holiday will be given as mentioned Fuel and Extra charges under the Techno Commercial bid. The bidder has to make arrangement for necessary modification, fabrication and installation of the equipment's essential for ambulance like stretcher, long seat, oxygen stand etc. Consumable items like – first aid kit, oxygen cylinder etc. shall be provided by BHEL.
- viii. The Commercial vehicles will be deployed on all working days. However, the vehicle may be called on Sundays and holidays, as per requirement. The extra charges for Sunday/Holiday will be given as mentioned in the **Fuel and extra charges** under techno commercial bid.
- ix. All vehicles shall be having commercial vehicle registration & road permit and necessary passing from RTO.

Name

Address

(Signature of authorized signatory of the Vendor)

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ACCEPTING OFFICER (BHEL)

TERMS & CONDITIONS FOR TAXI HIRING CONTRACT**1. VEHICLE DETAILS**

<u>SL. No</u>	<u>Name of the Vehicle</u>	<u>Year of registration and Maximum Kilometers Run</u>	<u>Permit</u>	<u>Number of Vehicle Required</u>	<u>Quoted</u>
01	Indica/ Tata Bolt/ Swift/Toyota Etios Liva (Five Seater Hatch Back) AC (Diesel)	Original registration of vehicle after 01.01.2015 and the maximum kilometer run as on date of deployment should be less than less than 50,000 KMs.	<i>Commercial vehicles (Local Punjab-Taxi Permit)</i>	02	Yes/No
02	Indigo/ Dzire/Toyota Etios(Five Seater Sedan) AC (Diesel)			01	Yes/No
03	Maruti Omni(Ambulance) Petrol			01	Yes/No
04	Service Tax @.....(Indicate the percentage)				

2. L1 CRITERIA:

- L1 shall be decided on the basis of Overall Lowest Tender Value for all vehicles.*
- Only those vendors willing to supply all the required type of vehicles in required numbers should quote.
- There shall be no counter-offer.

3. FUEL AND EXTRA CHARGES (as below, will be reimbursed to the Vendor):

Fuel charges will be reimbursed for actual kilometer run as per the mileage mentioned against the vehicle (details kilometer run will be derived from the logbook).

<u>SL.No</u>	<u>Name of the Vehicle</u>	<u>Mileage (Per Liter)</u>	<u>Tentative kilometers running per month(May vary)</u>
01	Indica/Tata Bolt / Swift/Toyota Etios Liva (Five Seater Hatch Back) AC (Diesel)	14 KM	2200
02	Indigo/ Dzire/Toyota Etios(Five Seater Sedan) AC (Diesel)	18 Km	1000
03	Maruti Omni- (Petrol) - Ambulance	15 KM	1000

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4. EXTRA CHARGES

- a. Payment for Extra Work more than stipulated duty hours for the vehicles will be @ Rs.30/- (Rupees Thirty Only) per hour **(Only Applicable for Indica/Tata Bolt / Swift/ Toyota Etios Liva (Five Seater Hatch Back) –AC (Diesel) & Indigo / Dzire/Toyota Etios (Five Seater Sedan)-AC (Diesel)**
- b. Extra charges on Sundays/Holiday Rs. 250/- per day
- c. Night Halts Out station: Rs. 200/- Per night
- d. (v) Night halt Charges at Local Stations (at Goindwal) Rs.100 /per night
- e. *Night Charges will be applicable for local halt and outstation halt commence after 10.00 PM. Only applicable for **Indica / Swift/ Toyota Etios Liva (Five Seater Hatch Back)-AC- (Diesel) & Indigo/ Dzire/Toyota Etios (Five Seater Sedan)-AC- (Diesel).**
- f. **Night halt at local station will not applicable for Maruti Omni -- (Petrol)-Ambulance. Only out station halt will be applicable for Maruti Omni - (Petrol)-Ambulance.**
- g. Out station halt means (Halting at cities which are more than 25 kilometers away from the factory location)
- h. Toll /Border taxes/parking charges if any will be reimbursed by BHEL upon production of documentary evidence.

5. DOCUMENTS

- a. The vehicle must have proper and complete documents in compliance to Motor Vehicle Act. The liability under relevant sections of motor vehicle act 1968 and IPC causing death or permanent disability developed due to unfit vehicle supplied by the contractor, the hiring authority has no responsibility of whatsoever and will not entertain any claim in this regard under the provision of the law.
- b. Valid Vehicle insurance certificate with insurance of the driver.
- c. Pollution certificate
- d. The contractor has to ensure that the vehicle fulfills all the norms prescribed by the Central Government / State Transport Authorities in regards to Pollution, Road Tax etc. from time to time and any liability on account of above will have to be borne by contractor.
- e. The above required vehicle should be deployed the bidder within 15 days of time from the date of award of contract.

6. DRIVERS

- a. The contractor shall provide driver(s), in proper uniform (Grey Color), Photo ID Card, and should be fully conversant with different routes to undertake journey by the shortest route. The contractor has to engage driver for ambulance (for 2 shift operation/20Hrs).
- b. The driver should always be polite, courteous and able to communicate in Hindi, Punjabi properly. If any person(s)/drivers engaged by the bidder is found to be undisciplined or misbehaved or under influence of any intoxicant, BHEL may ask service provider to replace the same with immediate effect.
- c. The contractor shall assign the job of driving of hired vehicles only to qualified experienced licensed drivers and also assume full responsibility for the safety and security of the officers/officials as well as essential store items while running the vehicle by ensuring safe driving. BHEL, Goindwal shall have no direct or indirect liability arising out of such negligence, rash and impetuous driving which is an offence under section -

29 of IPC and any loss caused to BHEL, Goindwal have to be suitably compensated by the contractor.

- d. The driver should have sufficient cash to pay any fuel charges/ toll tax / parking charges / entry tax as and when required and also should be in position to pay for any minor repairs necessitated due to sudden breakdown of the vehicle on the road. In no case, money should be borrowed from the occupant of the taxi. Any payment to driver including his food and incidental shall be borne by contractor.
- e. A statutory compliance certificate in respect of engagement of drivers has to be submitted by the party in each and every month along with the bills.
- f. In any point of time any breach of the statutory compliance is the sole responsibility of the contractor and the bidder has to indemnify BHEL on account of statutory dues.
- g. He will abide by all the rules & regulation required for drivers of commercial vehicle. He must be provided a mobile by the contractor.
- h. In case of any emergency payment of money by BHEL official for purposes mentioned in SL. No (d), the same will be recovered from next bill along with 10% overhead charges.
- i. Running Charges for re-fueling made off-route shall not be borne by BHEL.

7. DUTY TIMINGS

- a. The Vehicle Indica /Tata Bolt /Swift/ Toyota Etios Liva (Five Seater Hatch back) – AC (Diesel) & Indigo / Dzire/Toyota Etios (Five Seater Sedan)-AC (Diesel) shall be deployed for 10 hours and should be parked inside the BHEL, IVP factory premises after working hours, and on Sundays/Holidays also, at the space provided by BHEL. The driver has to report for duty at 9.00 AM and driver retained or worked more than 10 hours will be provided over time @ Rs.30/- (Rupees Thirty Only) per hour. In case non-providing or delays in reporting more than 15 minutes (as time schedule mentioned) or a part thereof a penalty of Rs.100/- will be charged beyond the stipulated reporting time.
- b. The Maruti Omni -Ambulance will deployed for 20HR operation (Timings as communicated from time to time) and the ambulance should be parked inside the factory premises (including Sundays/holidays) at the space provided for parking.
- c. The Contractor shall ensure the running of Taxi on the stipulated timings given by the BHEL, IVP Goindwal and also in compliance to any further direction given by the officials of the BHEL, IVP Goindwal or officials travelling by the taxi.

8. PENALTIES

- a. The vehicles provided by the contractor shall be maintained in excellent running condition during the period of contract and the vehicle provided should be thoroughly washed and cleaned. The vehicle shall be used for local/outstation journeys by BHEL officials/Guests depending upon the requirement.
- b. Air-conditioning system (Cooling/heating) should remain in operation as per requirement of travelling officials. No extra charges will be paid for it.
- c. In no case a vehicle that is not registered, shall be supplied to BHEL, Goindwal and taxes, insurances, road taxes etc. due on such vehicles shall be liability of the contractor. Vendor has to submit copies of – Registration Certificate, Insurance, Driver's License. In case vehicle has to be purchased, a self-undertaking for providing vehicle(s) within One-month time has to be given.
- d. In case of on-route break down, the vehicle shall be replaced by suitable vehicle immediately. In case the alternate vehicle is not provided, BHEL is free to engage another

- vehicle to complete the remaining journey at the risk cost of the contractor. In addition, a penalty of Rs.200/- will be imposed on each such occasion in case arranged by BHEL.
- e. If the number of route break downs exceeds three breakdowns in a month, the penalty of Rs. 500/- per breakdown per vehicle will be charged from the fourth break down. Break down period shall not exceed one day for each breakdown.
 - f. In case of non-availability /non-providing the vehicle on any day, alternative vehicle of the same type should be provided or it shall be hired by BHEL at the risk and cost of the contractor. In addition to above, a penalty of Rs.500/- Per taxi per such occasion shall be imposed in case arranged by BHEL.
 - g. This tentative kilometer indicated per vehicle are only indicative and the vehicle would require to run more or less than this figure as per requirement without any limit. The odometer (distance meter) of the vehicle will be jointly signed by the owner or his authorized representatives and a person in charge, BHEL. No vehicle without working odometer shall be acceptable. Proper log book shall be maintained for each travel and has to be got signed by the guest /user travelling in the vehicle.

9. IMPORTANT CODITIONS

- a. Charges shall be paid as per quoted price in the price bid format and the extra charges mentioned under the Fuel and Extra charges
- b. The contract shall be initially for a period of 1 (One) Year from the date of Award and extendable for a maximum further period of 01 (one) year as agreed mutually.
- c. If the BHEL is not satisfied with the service of the vehicle, the BHEL, IVP Goindwal is at liberty to terminate the contract at any time by giving one-month Notice.
- d. Statutory deductions will be applicable like income tax deductions (TDS).
- e. The vehicle - Indica/ Tata Bolt / Swift/ Toyota Etios Liva (Five Seater Hatch back) – AC(Diesel), Indigo/ Dzire/ Toyota Etios(Five Seater Sedan)- AC(Diesel) is likely to be in normal operation in and around Goindwal, Amritsar, Jalandhar, Kapurthala Ludhiana, in addition to local travel, the vehicle may also be required to go to cities like Delhi and other cities for which the intending bidder must have all valid permits for such out station journeys or the bidder shall arrange the permit for the journey with his own cost. No payment shall be made by BHEL for procuring such permits.
- f. The Maruti Omni- Petrol -Ambulance likely to be in normal operation Goindwal, Kapurthala, Jalandhar and Amritsar for emergency requirement (including medical treatment) of employees and their dependents as per the requirement and directions of the transport in charge/Medical superintendent. The Maruti Omni-Petrol -Ambulance will be deployed on working days. However, the Ambulance may be called on Sundays and holidays, as per requirement.
- g. The extra charges for Sunday/Holiday will be given as mentioned Fuel and Extra charges. The bidder has to make arrangement for necessary modification, fabrication and installation of the equipment's essential for ambulance like stretcher, long seat, oxygen stand etc. Consumable items like – first aid kit, oxygen cylinder etc. shall be provided by BHEL.
- h. The Commercial vehicles will be deployed on all working days. However, the vehicle may be called on Sundays and holidays, as per requirement. The extra charges for Sunday/Holiday will be given as mentioned in the **Fuel and extra charges.**
- i. All vehicles shall be having commercial vehicle registration & local Punjab road permit and necessary passing from RTO.

10. PERIOD OF CONTRACT

The above Commercial vehicles will be hired for initial period of **One year** and the same can be extended maximum for another **One** year with mutual consent on same rates, terms and conditions. The bids are invited from Proprietor/Contractors/Agencies for deployment of above said commercial vehicles.

11. VALIDITY OF RATES

- a. The quotation will remain valid for a period of 90 days from the date of opening tender.

12. BILLING AND PAYMENT

- a. Bills shall be submitted for payment on monthly basis within 30 days after use of vehicle.
- b. Vehicle owner will maintain logbook and will get each journey signed from the concerned official. Copy of the logbook will be submitted along with monthly bill. Starting & closing journey will be reckoned from the garage notified in the offer. Old logbooks (completed Log Books) has to be deposited to HR/BHEL, Goindwal for record purposes.
- c. Income Tax (TDS) shall be deducted at source from the running bill as per applicable Income Tax Rules and other statutory requirement from time to time.
- d. In case of award of the work, the payment will generally be made on monthly basis within 15 days through NEFT /RTGS only after receipt of the complete bill in duplicate and verification within BHEL by actual user and certification by Officer-in Charge for satisfactory completion of the work. Bill will be processed only when the log book is properly filled, meter starting and Ending, purpose of journey is clearly mentioned, driver signature, user signature is made otherwise the bill cannot be processed. No advance payment will be paid under any circumstances. (NEFT format enclosed in the Techno Commercial Bid), the filled NEFT format & cancelled cheque may be submitted along with the Techno Commercial bid.
- e. The BHEL, IVP Goindwal shall not be responsible for any other payments either towards running expenses, penalties/fines, repairs or salaries and wages of driver, local/outstation boarding & lodging of driver etc. and also the whole responsibility rests with contractor in case of accident or any other matter.

13. LIQUIDATED DAMAGES PENALTIES

- a. Non deployment of required vehicles within 15 days of time from the date of award of work will attract liquidated damages @ 0.5 % per week subject to maximum 5% of total value of fixed charges of that category of vehicle for entire duration of the contract.
- b. The vehicles provided by the contractor shall be maintained in excellent running condition during the period of contract and the vehicle provided should be thoroughly washed and cleaned. The vehicle shall be used for local/outstation journeys by BHEL officials/Guests depending upon the requirement.
- c. Air-conditioning system (Cooling/heating) should remain in operation as per requirement of travelling officials. No extra charges will be paid for it.
- d. In no case a vehicle that is not registered, shall be supplied to BHEL, Goindwal and taxes, insurances, road taxes etc. due on such vehicles shall be liability of the contractor. Vendor has to submit copies of – Registration Certificate, Insurance, Driver's License. In case vehicle has to be purchased, a self-undertaking for providing vehicle(s) within One-month time has to be given.

TENDERER**ACCEPTING OFFICER (BHEL)**

- e. In case of on-route break down, the vehicle shall be replaced by suitable vehicle immediately. In case the alternate vehicle is not provided, BHEL is free to engage another vehicle to complete the remaining journey at the risk cost of the contractor. In addition, a penalty of Rs.200/- will be imposed on each such occasion in case arranged by BHEL.
- f. If the number of route break downs exceeds three breakdowns in a month, the penalty of Rs. 500/- per breakdown per vehicle will be charged from the fourth break down. Break down period shall not exceed one day for each breakdown.
- g. In case of non-availability /non-providing the vehicle on any day, alternative vehicle of the same type should be provided or it shall be hired by BHEL at the risk and cost of the contractor. In addition to above, a penalty of Rs.500/- Per taxi per such occasion shall be imposed in case arranged by BHEL.
- h. This tentative kilometer indicated per vehicle are only indicative and the vehicle would require to run more or less than this figure as per requirement without any limit. The odometer (distance meter) of the vehicle will be jointly signed by the owner or his authorized representatives and a person in charge, BHEL. No vehicle without working odometer shall be acceptable. Proper log book shall be maintained for each travel and has to be got signed by the guest /user travelling in the vehicle.

14. GENERAL

- a. The contractor shall ensure that no inconvenience is caused to the user of the Taxi due to noncompliance of rules and regulations pertaining to running of the vehicle under the Motor Vehicle Act and other statutory provisions.
- b. In the event of breakdown of the vehicle at any time, the contractor shall arrange replacement of vehicle immediately on break down on same terms and conditions.
- c. In case of non-satisfactory performance/service or poor condition of the vehicle, the BHEL, Goindwal reserves the right to terminate the contract at any time giving One month notice and without any financial implications to BHEL, IVP Goindwal
- d. If the contractor wants to terminate the contract, he / she shall give one month notice in lieu thereof; if the Vendor fails to give notice for termination of the contract Security deposit will be forfeited.
- e. If the contractor is unable to arrange the taxi/vehicle on any day or against breakdown same shall be arranged at his risk and cost.
- f. In case of dispute of any kind and in any respect whatsoever, the decision of HOU/ BHEL, Goindwal shall be final and binding.
- g. The disputes, if any, arising out of this contract will be subject to the Jurisdictions of Hon'ble Courts in Tarn Taran only.

15. TAXES & DUTIES

- a. Service tax shall be paid extra as per service tax rules and also applicable in case of any modification in service tax rules. Party will be solely responsible for payment of service tax, if in case of any service tax dues arises due to default of the party. BHEL will not responsible for any default payment on account of service taxes. Any changes in service tax rules will be applicable on the bidder.

16. MSE BENEFITS CLAUSE

The Micro and Small enterprises will be provided tender document free of cost and are exempted from EMD deposit but the MSE suppliers can avail the intended benefits only if they submit along with offer, attested copies of either EM II certificate having deemed validity(Two years from the date of issue of

acknowledgement in EM-II) or valid NSIC certificate or EM II certificate along with CA certificate (Format enclosed as per Annexure –I) applicable for the year, certifying quantum of investment in plant and machinery within the permissible limit as per the act for relevant status (Micro or small) where the deemed validity of EM II is over. Date to be reckoned for determining the deemed validity will be the last date of Techno Commercial bid submission. Non-submission of such documents and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents.

17. FRAUD PREVENTION POLICY AND NON-DISCLOSURE AGREEMENT

The Bidder along with its associate/collaborators/sub-contractors/sub-vendors/consultants/service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL management about any fraud or suspected fraud as soon as it comes to their notice.

After award of contract to the L1 bidder, the bidder has to sign Non-Disclosure agreement with BHEL, in the format provided by BHEL.

18. CLARIFICATIONS

The correspondence exchanged against the tender from both tenderer and BHEL through email/e-procurement are considered as valid document legally though it is not signed. It is treated as valid confirmations made on behalf of the respective company and very much comes under the legal ambit of the business transaction and hence it is binding on both the parties to the business. Any transaction pertaining to the tender from both the parties of business done round the clock irrespective of the office or business hours of the companies, are valid legally and binding on both the parties. This applies to the extent only in such cases where deadline time for transaction is not specifically declared by either or both the parties to the business.

19. LOI (Letter of Intent)

BHEL may issue LOI prior to the PO for any reason whatsoever. The LOI in such cases is to be treated as PO for all practical purposes and all the Terms & Conditions of the tender shall be applicable from the date of issue of LOI.

20. WORDS AND FIGURES

- a. If, in the price structure quoted for the required goods/ services/ works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- b. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
- d. If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

21. SUSPENSION OF BUSINESS DEALINGS WITH DEFAULTERS

BHEL shall take action against suppliers by way of suspension of business dealings, who either fail to perform or are in default without any reasonable cause, cause loss of business/ money/ reputation, indulge in malpractices, cheating, bribery, fraud or any other misconduct or formation of cartels so as to influence the bidding process or influence the price etc. Such action under Suspension of Business Dealings could be in the form of “Hold” or “Banning” a supplier or a bidder or an applicant for registration as a registered supplier. The detailed guidelines are available at our www.bhel.com.

22. REVERSE AUCTION:

BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit ‘Process compliance form’ (to the designated service provider) as well as ‘Online sealed bid’ in the Reverse Auction. Non-submission of ‘Process compliance form’ or ‘Online sealed bid’ by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).

The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.

If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).

Name
Address

(Signature of authorized signatory of the Vendor)

TENDERER

ACCEPTING OFFICER (BHEL)

PART I

TECHNO COMMERCIAL BID FORM TO BE FILLED BY TENDERER

(The part-I bid shall contain all details and documents as given below.No price details are to be furnished in Part-I of the bid.)

BHEL IVP WCM TENDER SCHEDULE NO. 02/16-17

NAME OF WORK: “Hiring of Commercial Vehicles (Punjab permit) for period of 1Year at BHEL Goindwal sahib”

To
DGM (WCM)
BHEL, IVP, Goindwal

Sub: Sealed tender for Hiring of Commercial Vehicles for local and out station Journeys.

Sir,

With reference to tender enquiry NoInviting quotations for hiring of Commercial vehicles along with Drivers as per scope mentioned in the NIT, for local and out station journeys, we are submitting our bid in regard to same.

We have read ALL the terms and conditions in the bid document and accept the same.

1	Name of the Vendor/ Firm	“To be filled by Bidder”
2	Address of the Vendor	“To be filled by Bidder”
3	Telephone Number	“To be filled by Bidder”
4	Email Id	“To be filled by Bidder”

TENDERER

ACCEPTING OFFICER (BHEL)

5	Contact Person	"To be filled by Bidder"
6	PAN Card Number(Copy to be enclosed)	APPLICABLE
7	Service Tax Number or Undertaking for getting registered with ST in 15 Days upon award of work if Service tax registration is applicable (FORMAT 02)	APPLICABLE
8	EMD: DD Number(Original DD May be Enclosed in the form given in the instruction)/Other payment mode details	APPLICABLE
9	Self-Undertaking for providing the vehicle within 15 days of time from the date of issue of LOI/PO (Copy may be enclosed)	APPLICABLE
10	Self under taking that the Vendor has not been blacklisted by BHEL or any other firm or convicted by court of law(copy may be enclosed) -(FORMAT 04)	APPLICABLE
11	Declaration that he has sufficient/required number of qualified drivers for providing required taxi service	APPLICABLE
12	NEFT Format as per (FORMAT 01)	APPLICABLE
13	Vehicles Quoted For all vehicles (Vendors quoting for all vehicles are only eligible)	(Yes /No)
13.1	Indica/ Tata Bolt/ Swift/Toyota Etios Liva (Five Seater Hatch Back) AC (Diesel)- Two	QUOTED/NOT QUOTED
13.2	Indigo / Dzire/ ToyotaEtios (Five Seater Sedan) AC (Diesel) - one	QUOTED/NOT QUOTED
13.3	Maruti Omni(Ambulance) Petrol - One	QUOTED/NOT QUOTED

TENDERER

ACCEPTING OFFICER (BHEL)

I / WE CONFIRM:

- 1) That in quoting our rates, I/we have account all factors including any fluctuations in the market rates etc. No claim will be entertained on this account after acceptance of the tender by BHEL and Placement of LOI/PO/Work order or during the currency of the contract with BHEL.
- 2) That the rates shall be valid for 3 months from the date of opening of Tender and if work is awarded on the rates quoted above or on negotiated rates then they shall remain firm during the execution of work. No price variation /overrun charges on account of any increase whatsoever, (irrespective of whether escalation is steep/unanticipated) will be payable during the entire period of execution of Contract including extended period, if any.

Any other Condition:

(Signature, date & seal of Authorized Signatory of the bidder)
Date:

TENDERER**ACCEPTING OFFICER (BHEL)**

PART II

PRICE BID FORMAT:

<u>SL. No</u>	<u>Name of the Vehicle</u>	<u>Year of registration and Maximum Kilometers Run</u>	<u>Permit</u>	<u>Number of Vehicle Required</u>	<u>Unit Price Per Month in Rs.</u>	<u>Total price in Rs.</u>
01	Indica/ Tata Bolt/ Swift/Toyota Etios Liva (Five Seater Hatch Back) AC (Diesel)	Original registration of vehicle after 01.01.2015 and the maximum kilometer run as on date of deployment should be less than less than 50,000 KMs.	Commercial vehicles (Local Punjab-Taxi Permit)	02		
02	Indigo/ Dzire/Toyota Etios(Five Seater Sedan) AC (Diesel)			01		
03	Maruti Omni(Ambulance) Petrol			01		
04	Service Tax @.....(Indicate the percentage)					
05	Total in Rs..... (The total price should be mentioned both in figure and words)					

Nothing except prices will be entertained in Part-II of tender.

(Signature, date & seal of Authorized Signatory of the bidder)

Date:

TENDERER

ACCEPTING OFFICER (BHEL)

FORMAT 01

NEFT FORMAT

FORMAT TO RECEIVE E-PAYMENT THROUGH EXISTING ACCOUNT WITH NEFT/RTGS ENABLE BANK BRANCH

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

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

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

For.....

Signature

(Authorized Signatory)

Date:

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

Bank Verification

(Manager's /Officer Signature under Bank Stamp)

Date:

TENDERER

ACCEPTING OFFICER (BHEL)

FORMAT 02

UNDERTAKING FOR OBTAINING STATUTORY RECOGNITION AFTER AWARD OF WORK**To,**

**DGM,
Head/ MM
BHEL_IVP, Goindwal Sahib
Distt. Tarn-Taran, Punjab**

Ref: 1) NIT/Tender Specification No:,

Dear Sir,

I/we undersigned confirm that I/we do not have following statutory recognitions at the time of tendering against subject tender enquiry but these will be applicable over the contract and hence I/We undersigned hereby undertakes and ensure you that we will obtain these below mentioned statutory recognition from concerned authority if work is awarded to us as per tender terms and conditions and we will produce these to BHEL before release of any payment from BHEL.

This undertaking is being submitted to you as per qualification norms of subject tender enquiry.

S/n Statutory recognition (Strike out and cross sign whichever is not applicable.)

1 SERVICE TAX NO.

Thanks

(Signature, date & seal of Authorized

Representative of the Bidder)

TENDERER**ACCEPTING OFFICER (BHEL)**

FORMAT 03

FORMAT FOR SEEKING CLARIFICATION
(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

DGM,
Head/ MM
BHEL_IVP, Goindwal Sahib
Distt. Tarn-Taran, Punjab

Dear Sir,

Sub: Request for Clarification

Ref: 1) NIT/Tender Specification No:,
 2) All other pertinent issues till date

Sl no.	Reference clause of Tender Document	Existing provision	Bidder's query	BHEL's clarification
1				
2				
3				
4				
5				
6				

Yours faithfully,

(Signature, date & seal of Authorized
 Representative of the Bidder)

TENDERER

ACCEPTING OFFICER (BHEL)

FORMAT 04

DECLARATION

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

Date: (Signature, with name, date & seal of authorized representative of the bidder)

TENDERER**ACCEPTING OFFICER (BHEL)**

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-11) dtd:.....,
Category:..... (Micro/Small)). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year as per MSMED Act 2006 is as follows:

1. **For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722(E) dated October 5, 2006 :
Rs.....Lacs
2. **For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:
Rs.....Lacs

(Strike off whichever is not applicable)

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

Or

The company has been graduated from its original category {Micro/ Small} (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O. No.3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name-

Membership number-

Seal of Chartered Accountant