



## **Bharat Heavy Electricals Limited**

(A Government of India Undertaking)

### **Electronics Division**

P. B. No. 2606, Mysore Road, Bangalore - 560 026.

### **External Services Department**

## **Notice Inviting Tender (NIT)**

For

## **Hiring of Vehicle on monthly rental basis**

At

**4 x 210 MW Thermal Power Station TPS-II Stage-II**

**NLC India Limited**

**NEYVELI, Dist. Cuddalore**

**TAMILNADU**

**NIT No. : CE/ES/2016-17/13/NLC-R&M/Vehicle/RED**

**Date: 21-11-2016**

**Bid Due Date: 12/12/2016, 13:00 Hrs (IST)**

**Date & Time of Bid Opening: 12/12/2016, 13:30 Hrs. (IST)**

Total Number of Pages (Including Cover): 10



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भारत हेवी इलेक्ट्रिकल्स लिमिटेड

**Bharat Heavy Electricals Limited**

(A Government of India Undertaking)

**Electronics Division**

**Site Office, 4 x 210 MW R&M, NLC India Ltd, Neyveli.**

**Dist. Cuddalore, Tamilnadu.**

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**NOTICE INVITING TENDER**

Ref: CE/ES/2016-17/13/NLC - R&M/Vehicle/RED

21/11/2016

To:

Sub: Tender enquiry for Hiring of Vehicle on monthly rental basis for BHEL EDN site office at 4x210 MW, NLC - R&M, Neyveli, Tamilnadu.

Tender Enquiry Number : **CE/ES/2016-17/13/Neyveli-R&M/Vehicle/RED**  
Tender date : 21-11-2016  
Tender due Date and Time : 12-12-2016 at 13.00 hrs (IST)  
Tender Opening Date and Time : 12-12-2016 at 13.30 hrs (IST)

Sealed tenders in single part are invited for Hiring of Vehicle on monthly rental basis for a period of 12 months at BHEL-EDN Site Office, NLC R&M, Neyveli, (4 x 210 MW), Dist. Cuddalore, Tamilnadu.

The following details may be carefully studied and considered in responding to this enquiry.

1. No extension of time will be given for submission of offer under any circumstances.
2. This tender specification as a whole, furnishing all the details and other documents as required in the following pages, shall be duly signed and sent/submitted in a sealed cover super scribing the Name of work, NIT Number, Due Date and Time as given in the tender notice.
3. Offer should be submitted to or sent by post/courier addressed to Mr. B S Ramesh, Addl. General Manager / External Services Department, NEB 5<sup>th</sup> Floor, BHEL-EDN, P. B. No. 2606, Mysore Road, Bangalore-560 026 so as to reach before the due date and time.
4. Offers will be opened at Tender opening room situated near Reception, BHEL-EDN, Mysore Road, Bangalore on 12.12.2016 at 13.30 hours in the presence of Bidders who wish to be present.

(Signature and Seal of Authorized Person of Bidder)



Tender Ref: CE/ES/2016-17/13/NLC R&M/Vehicle/RED dated 21/11/2016  
Due date: 12/12/2016

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5. The validity of offer shall be for 90 days from the date of opening.
  6. The prices quoted shall be FIRM throughout the period of contract. No escalation in prices will be allowed.
  7. The tender is likely to be finalized in a very short time.
  8. For any clarification on this tender, Resident Manager/ NLC R&M Site may please be contacted on phone no. 09489509597 / 09443729597, email id: [maurya@bheledn.co.in](mailto:maurya@bheledn.co.in), [angajala@bheledn.co.in](mailto:angajala@bheledn.co.in).
  9. Advance payment and interim payment will not be paid.
  10. This Tender Document has following sections
    - i. Section-1 : Scope of Work and General Terms
    - ii. Section-2 : Special Terms & Conditions
    - iii. Section-3 : Rate Schedule

Kindly acknowledge receipt of this tender enquiry.

BHEL reserves the right to cancel or reject the offer either partly or in full without assigning any reasons thereof.

Bidder is advised to return one set of this Tender Document duly signed in all the pages along with the offer.

AGM / External Services

(Signature and Seal of Authorized Person of Bidder)



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## **SECTION 1: SCOPE OF WORK AND GENERAL TERMS**

1. **Scope of Work:** Providing one number Diesel fueled Vehicle on monthly hiring contract basis for the official use of BHEL staff at BHEL-EDN, site, NLC R&M, TPS – 2, NLC India Limited, Neyveli, Cuddalore, Tamilnadu, subject to the terms and conditions stated below.

The Vehicle is to be made available for the service of BHEL within one week from award of Work Order. The Contract Period shall be 12 months from the date of deployment of Vehicle as certified by BHEL Resident Manager at Site.

The Bidder preferably shall own the vehicle and the Vehicle has to be maintained in good running condition. The vehicle should be registered preferably in the name of Bidder. In case the Bidder is offering a vehicle not registered in his name, an agreement between the Bidder and vehicle owner shall have to be produced prior to the date of bid opening. The agreement should be valid for the entire Contract period.

2. **Type of Vehicle:** Air conditioned vehicle with seating capacity of seven people + one driver (Bolero plus/XYLO/Innova/Enjoy or equivalent) of model January 2014 or later. The Vehicle should have Valid Road Permit and valid meter. Please indicate type of permit in “Section-3: Rate Schedule”
3. **Payment Terms:** Payment shall be made on monthly basis for the services offered during previous month as per Rates quoted in “Section-3: Rate Schedule”.
- Sl. No. 1 in Rate Schedule pertains to fixed monthly hiring charges that is payable towards services offered during a month on all days as required by BHEL Site Engineers excluding one day paid holiday for maintenance of vehicle. No amount shall be deducted from monthly hire charges in case vehicle is not utilised by BHEL Engineers on any of the days of the month due to non-requirement of the same. But in case Bidder fails to provide service of vehicle on any of the days of the month when it is required by BHEL Engineers, BHEL Engineers shall hire Vehicle from third party and the cost incurred for the same will be deducted from the monthly payments.
  - The cost of diesel shall be reimbursed at prevailing market rates as per the mileage quoted in Sl. No. 2. The copy of cash receipt for filling diesel on any of the days of the month of billing should be submitted as proof of cost of diesel during that month.
  - The cost of mobil/engine oil shall be reimbursed at prevailing market price as per the mileage quoted in Sl. No. 3. The copy of cash receipt for purchasing mobil/engine oil on any of the days of the month of billing should be submitted as proof of cost of mobil/engine oil during that month.
  - In case, the service of vehicle is required beyond the 12 Hrs. time Over-Time charges shall be paid as per rates quoted in Sl. No. 4.
  - Payment will be made from BHEL-EDN Headquarters at Bangalore within 30 days from the date of receipt of bill along with log book entries as certified by BHEL’s Resident Manager at NLC R&M Site. Payment will be released by EFT (Electronic Fund Transfer) only. The Bidder has to submit EFT Mandate Form in BHEL prescribed Format duly certified by the bank. The Format shall be furnished to successful Bidder along with Work Order.

(Signature and Seal of Authorized Person of Bidder)



4. **TDS Deductible:** Income Tax as applicable shall be deducted while releasing the payment. TDS certificate for the year will be issued in the next financial year. For this purpose Contractor shall furnish photo copy of PAN card issued by Income Tax Department.

5. **Service Tax:** Service Tax is applicable extra on the quoted price, Bidder to indicate one of the following (Refer Service Tax Notification No. 26/2012):

[1] Abatement - Service Tax @ 15% on 40% of billing value (i.e. 5.8%) will be calculated for evaluation. Bidder to provide Certificate as per attached format.

OR

[2] Non-Abatement - Service Tax @ 15% on billing value (i.e. full 15%) will be calculated for evaluation.

Bidder is required to submit Service Tax Registration Certificate along with bid documents

**Kindly Note:**

A. BHEL shall deduct & remit in case the Bidder is an Individual or Partnership Firm or Hindu Undivided Family or Association of Persons [Reverse Charge Mechanism - Refer Service Tax Notification No 30/2012 & Notification 10/2014]

For [1] above - 100% of service tax

For [2] above -50% of service tax

B. Proof of Service Tax remittance (Challan/Return) along with bills required for reimbursement of service tax.

6. No interest shall be payable by BHEL on any moneys due to the Bidder.

7. **Sub Contract:** The Contractor shall not sublet any portion of the contract without written permission of BHEL's representative.

8. **Arbitration:** Except if otherwise provided for in the contract all questions and disputes relating to the specification, instructions and orders of the execution or failure to execute the same whether arising during the tenure of contract or on completion shall be referred to the sole arbitration of Additional General Manager/External Services, BHEL-Electronics Division, Bangalore.

9. **Validity:** The offer submitted by the Contractor shall remain valid for acceptance for a period of 90 days from the date set for opening of tender.

10. **Acceptance of Terms and conditions:** The Contractor shall himself obtain all necessary information on local conditions and factors, which may influence or affect his offer. It must be understood and agreed that such factors have been investigated and considered while submitting the offer. Neither any change in the time schedule of the contract nor any financial adjustment arising thereof shall be permitted by BHEL-EDN, which are based on the lack of such clear information or its effect on the cost of the works to the Contractor.

(Signature and Seal of Authorized Person of Bidder)



Submission of offer by the Contractor implies that he has read all the tender conditions and has made himself aware of

- Scope of work
- Specification of the work to be done
- Local Conditions
- Other factors bearing on the execution of work.

11. **Firm price** : The rate quoted shall be firm throughout the tenure of the contract and shall be inclusive of all applicable taxes as may be applicable and BHEL-EDN shall entertain no claim, whatsoever, on this account.

12. **Validity and Termination of the Contract**: The contract shall be valid initially for a period of 12 (Twelve) months from the date of award which can be extended further on same terms and conditions based on site requirement. The contract may be terminated by BHEL-EDN by giving a notice of 07 (Seven) days' and No compensation shall be paid for remaining period of contract.

13. **Selection of Lowest Bidder**: Lowest Bidder will be decided on overall cost assuming one month hire charges plus 2700 km of running and 8 hours of overtime. No distinction will be made between the Type of Vehicle. (i.e. No distinction shall be made between Bolero plus/XYLO/Innova/Enjoy etc.,) BHEL reserves right to reject any one or all tenders without assigning any reason. It is not binding on BHEL to accept the lowest tender. The general condition of contract of BHEL is applicable.

14. Photocopy of the following documents is to be submitted along with the Bid –

1. Vehicle Registration Certificate.
2. Tamilnadu Road Permit / Road Tax paid Challan.
3. Proof of ownership of Vehicle / Agreement between Bidder & Owner of the vehicle. (Applicable only if Bidder is not the Owner of the Vehicle).
4. Service Tax Registration Certificate. If not registered and not covered under exemption, a self-declaration to register immediately on award of Work. If exempted from Service Tax, same is to be indicated in "Section 3: Rate Schedule".
5. PAN card copy.
6. Valid Insurance for the vehicle.

(Signature and Seal of Authorized Person of Bidder)



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## **SECTION 2: SPECIAL TERMS & CONDITIONS**

1. The vehicle deployed should have standard tools, first aid kit and Stepney tyre in healthy condition. The vehicle will be maintained clean both inside & outside on a daily basis.
2. Toll/Border Tax/Parking charges will be reimbursed by BHEL, against documentary evidence.
3. The normal hours of vehicle operation will be from 8:00A.M to 8:00 P.M. (12 hours). The vehicle should report to BHEL's Guest House at Block 5, NLC Township Neyveli, at 8:00 A.M and will be utilized by BHEL up to 8:00 P.M daily. However reporting time may vary accordingly to the requirement of BHEL.
4. The vehicle should be made available by the Contractor to BHEL on all working days of BHEL. The Contractor should also make available the vehicle on closed and weekly holidays, if required by the BHEL. But there will be no extra payment for providing vehicle on such holidays, except for mileage and over time charges, if any.
5. The Contractor has to pay minimum wages to the driver/s as per the Government notification from time to time considering driver as a skilled labour. And shall ensure the payment by 10<sup>th</sup> of every month irrespective of whether bills have been paid by BHEL or not.
6. All expenses towards salary of driver/s, repair & maintenance, engine oil, damages due to accident, if any, comprehensive insurance, road tax, or any other renewals, etc. shall have to be met by the contractor / owner of vehicle.
7. The driver/s so deployed must have the valid driving license and must be provided with mobile phone with valid connection for BHEL's personnel at site to communicate with him. Driver/s so employed should not be under the influence of liquor or intoxicated during the duty hours.
8. Refusal to perform duty by the driver/s will be treated as non-deployment of the vehicle for that particular day and proportionate rental charges will be deducted. The decision of BHEL's representative will be final for effecting such penalty after evaluating the merit of such incidence.
9. In case of misbehaviour by the driver/s, the Contractor has to take immediate action and the decision of BHEL's representative in this regard will be final and binding.
10. The driver/Contractors representative will meet the BHEL's representative regularly to get instruction regarding the deployment of the vehicle.
11. Should the vehicle deployed meet with an accident, no claim on account of damage to the vehicle or the persons traveling in such vehicle including the employees of the Contractor, driver/s of the vehicle shall be entertained by BHEL.
12. Should the vehicle deployed by the Contractor meet with an accident due to reasons attributable to the Contractor or his employees and cause damage to the persons/property of the BHEL, the Contractor shall be liable to make good such losses in the manner as prescribed by BHEL.
13. The company shall further be entitled to recover the amount so paid by way of compensation under the aforesaid act or under any other law by deducting the sum from bill or from any other sum due to him.
14. The bill along with log book/trip sheet and any other document/s as required by BHEL's representative will be submitted to BHEL on completion of a month.

(Signature and Seal of Authorized Person of Bidder)



Tender Ref: CE/ES/2016-17/13/NLC R&M/Vehicle/RED dated 21/11/2016  
Due date: 12/12/2016

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## NO DEVIATION CERTIFICATE

Ref:

date:

To

Bharat Heavy Electricals Limited  
Electronics Division  
Mysore Road  
Bangalore 560 026

TENDER Ref. No.: CE/ES/2016-17/13/NLC R&M/Vehicle/RED dated 21/11/2016

Dear Sir,

With reference to above, this is to confirm that as per tender conditions noted the job content and site conditions etc. We also confirm that we have not changed / modified the tender documents as appeared in the website and in case of observance at any stage it shall be treated as null & void.

We hereby confirm that we have not taken any deviation from tender clauses together with other references as enumerated in the above referred NIT and we hereby confirm our unqualified acceptance to all terms and conditions as stipulated in the tender and NIT. In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null & void. We confirm to have submitted our offer in accordance with tender instructions.

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

(Signature and Seal of Authorized Person of Bidder)



Tender Ref: CE/ES/2016-17/13/NLC R&M/Vehicle/RED dated 21/11/2016  
Due date: 12/12/2016

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## SERVICE TAX PAYMENT CERTIFICATION

To

DGM Finance  
Works & Service Bills  
BHEL - Electronics Division  
Mysore road  
Bangalore - 560026

Dear Sir,

Sub: Service tax payable by service receiver.  
TENDER Ref. No.: CE/ES/2016-17/13/NLC R&M/Vehicle/RED dated 21/11/2016

It is certified based on the confirmation by our Auditors, that

- A. As per Notification No 26/2012 –Service Tax, serial number 9, CENVAT credit on inputs, capital goods and input services, used for providing the taxable service, has not been taken under the provisions of the CENVAT Credit Rules, 2004 and thereby service tax is leviable on 40% of value of services after taking abatement of 60%.
- B. Notification No 10/2014 – Sl. No. (d) not applicable for the services rendered.

This is for your kind information.

Thanking you,

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

(Signature and Seal of Authorized Person of Bidder)

**SECTION 3: RATE SCHEDULE**

Name of the Bidder :  
Contact No. :  
Address :  
Type of Vehicle Permit : National / State

Details of vehicle offered :  
(Model, Year of Make and  
Registration Number)  
Service Tax Registration No. : Abatement / Non-Abatement  
Rate of Service Tax :  
PAN of the Bidder :  
PAN Card copy attached : YES / NO

Sl. No.	Description of Item	Rate	In words
1	Monthly Hire Charges A/C Vehicle with a minimum seating capacity of 7 + 1 driver (Bolero plus/XYLO/Innova/Enjoy or equivalent of model January – 2014 or later), on monthly basis for 12 hours running per day.	Rs. _____ (Charges per month)	
2	Diesel Consumption Distance per one litre	_____ K.M.	
3	Mobil / Engine oil (Top up) consumption Distance per one litre	_____ K.M.	
4	Over time allowance – Rate per hour for duty performed beyond 12 hours.	Rs.	
5	Out station allowance Rate for outstation trip including per Night halt.	Rs.	

**Notes:**

1. These Rates shall be entered in figures as well as in words. In case of difference in rates between words and figures THE LESSER OF THE TWO will be treated as valid rate.
2. Lowest bidder will be decided on overall cost assuming one month hire charges plus 2700 km of running and 8 hours of overtime in a month. Service Tax applicable shall not be considered for evaluation of L1 Bidder.
3. For the purpose of evaluation prevailing rates of diesel Rs. 58.38/litre and Mobil / Engine oil Rs. 250.00/litre shall be used. However during execution actual rates will be reimbursed as per NIT terms.
4. Service tax, if applicable has to be indicated separately and will be payable by BHEL on production of proof of payment of service tax.

I hereby affirm that I have read and understood all the terms and conditions of the tender and agree to abide by the same.

I hereby agree to provide the vehicle referred above on monthly rental basis for use at BHEL-EDN Site Office, NLC R&M, TPS -2, Neyveli, Dist. Cuddalore, Tamilnadu subject to the Terms and Conditions of NIT No.: CE/ES/2016-17/13/NLC-R&M/Vehicle/RED dated 21/11/2016.

(Signature and Seal of Authorized Person of Bidder)