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Heavy Plates & Vessels Plant
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INVITATION TO TENDER

Ref: OPS/OS/SC/2016-17/25/042

Date: 22.10.2016

Sub: Hiring of Transport Buses for Employees at BHEL- HPVP Visakhapatnam for a period of two years.

Sealed tenders are invited under **Two Part bid system**, Techno-Commercial Bid (Part-I) and Price Bid (Part-II) from the reputed and experienced contractors with sound technical and financial capability for the subject work.

| SL. NO. | NAME OF THE WORK | ESTIMATE VALUE | EMD | CONTRACT PERIOD | LAST DATE FOR RECEIPT OF TENDER |
|---------|--|----------------|------------|-----------------|-----------------------------------|
| 01 | Hiring of Transport Buses for Employees at BHEL- HPVP Visakhapatnam for a period of two years. | 56.00 Lakhs | 1,12,000/- | 2 Years | 07.11.2016 up to 14.00 Hrs. |

1. ELIGIBILITY CRITERIA

- I) Average annual turnover of the contractor during the last 3 years ending 31st March 2016 should be at least 30% of the estimated value. (i.e. 16.80 Lakhs)

Tenderer should enclose EPF, ESI, PAN, Service Tax New registration no., Income tax returns for last three years (FY 2013-14, 2014-15 & 2015-16) and Profit & Loss account and Balance Sheet certified by the Practicing Chartered Accountant for the last 3 years.

- II) The Contractor should have experience of completing similar works during last 7 years ending 30th Septq2016 as given below:

(a) Three similar completed works costing not less than the amount equal to 40% of the estimated value (i.e. 22.40 Lakhs each)

OR

(b) Two similar completed works costing not less than the amount equal to 50% of the estimated value. (i.e. 28.00 Lakhs each)

OR

(c) One similar completed work costing not less than the amount equal to 80% of the estimated value. (i.e. 44.80 Lakhs)

Work orders & Job Completion Certificates from the customer shall be enclosed in support of successful and satisfactory completion of the orders.

Note: Similar work means carrying out of hiring of vehicles.

- III) The works executed in the own name of the tenderer will only be considered for eligibility criteria.

2. SCOPE OF THE WORK

The detailed scope of work is given in annexure- I, Special terms & conditions as per annexure-II and as per schedule of Quantities.

3. LOCATION OF WORK

- 3.1 Two buses should be run from Town to Factory BHEL HPVP, Visakhapatnam and back in ~~Aq~~ & ~~Bq~~ shifts and one bus should be run from Shimhachalam / Town to Factory BHEL HPVP, Visakhapatnam and back in ~~Gq~~ shift only.
- 3.2 The intending tenderers are advised to visit the above place, note down the entry procedures, safety requirements, work permit system etc. and satisfy themselves of all conditions prevailing there before submission of their tenders.

4. EARNEST MONEY DEPOSIT

- I. The tenderer shall submit EMD for **1,12,000/-** (Rupees One Lakh Twelve Thousand only) only in the following forms:
 - a) Cash Deposit as permissible under the extant Income Tax Act (before tender opening).
 - b) Electronic Fund Transfer credited in BHEL account (before tender opening).
 - c) Banker's Cheque/ Pay Order/ Demand Draft, in favour of BHEL, Visakhapatnam along with offer
- II. EMD by the tenderer will be forfeited as per NIT conditions, if:
 - a) 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.
 - b) The contractor fails to deposit the required security deposit or commence the work within the period as per LOI/ Contract.
 - c) 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.
- III. EMD given by all unsuccessful tenderers shall be refunded normally within 15 days of award of work.
- IV. EMD shall not carry any interest.
- V. EMD of successful tenderer will be retained as part of Security Deposit.
successful bidder.

Note: Micro & Small Enterprises (MSEs) are eligible for exemption of EMD.

5. CONTRACT PERIOD

The Contract is valid for a period of two years from 01.12.2016 **or** from the date of work order whichever is later.

6. SECURITY DEPOSIT

Security Deposit shall be collected from the successful tenderer as per clause 6 of annexure - III.

7. INCOME TAX

Income tax as per statutory requirement will be deducted on each payment made to the contractor and TDS certificate will be issued to this effect.

8. PAYMENT TERMS

100% Bill payments will be arranged **within 30 days** from the date of submission of correct/complete bill with all relevant documents to Manager (HR) department.

Note: All payments will be released only through RTGS through BHEL proforma. Electronic Funds Transfer form (Refer Annexure-B) duly Filled and certified through bank may be enclosed.

9. PRICE SCHEDULE, TAXES & DUTIES:

- a. Prices shall be quoted in the price schedule attached to the tender for the complete scope of work.
- b. The quoted prices shall be inclusive of all applicable taxes & duties as applicable as on date of tender submission except service tax. However, Service Tax as applicable shall be paid by BHEL-HPVP, Visakhapatnam to Govt.
- c. In addition to existing taxes, any new taxes imposed by Central/ State Govt. shall be payable by the contractor and same shall be reimbursed on submission of relevant documents/proof of payment.
- d. In case, any new tax is imposed instead of existing tax, difference of the amount shall be reimbursed/ recovered on submission of documentary evidence.
- e. Any new tax is imposed by Central/ State Govt. or there is any variation in taxes after expiry of delivery / contract period, the same shall be borne by contractor only.
- f. The quoted prices shall be fixed & firm without any escalation during the entire period of contract and till completion of the work.
- g. Tenderer should quote the unit rates and the amounts in figures. In case of any mismatch between the quoted unit rates and amounts, the quoted unit rates shall be considered as final. It may be noted that corrections, overwriting etc. are not allowed. If there is a discrepancy between amount in figures & words, 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. If there is a error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and total shall be corrected accordingly.
- h. All rates shall be quoted in the tender format only.

10. REVERSE AUCTION

“BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance 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.

In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit an online sealed bid in the Reverse Auction. Non submission of an online sealed bid by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.+

General terms & conditions governing RA are mentioned in the special conditions at Annexure-IV.

11. VALIDITY OF OFFER

The offer shall be valid for a period of **3 months** from the last date for tender submission.

12. RISK PURCHASE

In case the contractor fails to execute the work due to any reason, BHEL reserves the right to get the same completed through some other party at the risk & cost of the contractor and any additional expenditure incurred due to the same shall be charged to the contractor.

13. GENERAL**13.1 Bidders shall confirm their acceptance to all the terms & conditions of the tender enquiry.**

Deviations to the tender conditions are not acceptable and BHEL-HPVP reserves the right to reject such offers which do not meet Technical / Commercial requirements without any / further correspondence.

Bids not accompanied with requisite EMD, late / delayed bids, incomplete / conditional offers, bids not conforming to the terms & conditions specified in the tender documents are liable for rejection.

13.2 BHEL reserves the right to modify or cancel or short close the tender at any stage at its discretion without assigning any reason thereof.**13.3 The bidders shall study the Tender documents and all other relevant documents in detail for understanding the scope of work involved in various items before submission of offers.**

For any clarifications required on this tender document, scope of work etc., the bidders shall depute their authorized representatives to HPVP, Visakhapatnam with prior intimation to get clarifications from concerned authorities.

13.4 Manager (W&A) shall be the Executive-in-charge for herein after referred to as such in the tender.**13.5 Lowest offer need not be the rate acceptable to BHEL-HPVP. BHEL-HPVP reserves the right for negotiation with the L1 bidders or option for Reverse Auction as per applicable guidelines.****13.6 The following documents (enclosed) shall form part of the contract including this Notice Inviting Tender.****PART - I : TECHNO COMMERCIAL BID**

| | |
|---|------------------|
| a) Scope of Work | : Annexure . I |
| b) Special terms and conditions | : Annexure . II |
| c) General terms and conditions | : Annexure . III |
| d) General terms and conditions for Reverse Auction | : Annexure . IV |
| e) Acceptance to the tender terms & conditions | : Annexure . V |
| f) Contractor Information | : Annexure . VI |
| g) Check List | : Annexure . VII |
| h) Certificate by Chartered Accountant on letter head | : Annexure-A |
| i) Acceptance for Electronic Fund Transfer/RTGS/NEFT Transfer | : Annexure-B |

PART - II : PRICE BID

| | |
|---|-------------------|
| j) Price Bid (Schedule of items and Bill of Quantities) | : Annexure . VIII |
|---|-------------------|

14. TENDER SUBMISSION**14.1 The Bid shall be submitted in two parts.**

Part-I : Techno-Commercial Bid shall be placed in one cover along with the following documents :

- (i) Earnest Money Deposit of 1,12,000/-.
- (ii) Income tax returns for last 3 years, Profit & Loss account and Balance Sheet certified by the Practicing Chartered Accountant for the last 3 years
- (iii) Copy of P.F. Registration Certificate.
- (iv) Copy of E.S.I Registration Certificate.
- (v) Experience Certificates in line with eligibility criteria
- (vi) Copy of Service Tax Registration Certificate.
- (vii) Copy of PAN card.
- (viii) All other applicable documents as detailed in the tender

Part-II: Price Bid in the prescribed format shall be placed in **another separate cover**.

The tender documents including the various supporting documents enclosed by the bidder should be **signed on all pages with seal**.

Both covers containing Part – I & Part – II bids shall be placed in **another** bigger size envelope duly superscribing the **Tender No. & Subject** on the envelope.

- 14.2 The tender completed in all respects shall be **dropped** in the **Outsourcing** tender box kept at reception counter, ADM building **latest by 14.00 Hrs. on 07.11.2016**.

Bidder may also send their offers by Post to
**"Outsourcing Tender Box,
Admn. Building,
BHEL - HPVP, Visakhapatnam – 530012".**

Last date for receipt of tenders is **07.11.2016 up to 14.00 Hrs.** BHEL-HPVP is not responsible for any postal or other delays in submission of offers.

Offers received in any other form will not be accepted.

- 14.3 Submission of offer by a tenderer implies that all the tender documents were read by the tenderer and the tenderer is aware of the scope and specifications of the work, site condition, local conditions and rates at which stores, tools and plant, free / chargeable materials etc., will be issued to him by BHEL - HPVP and other factors having bearing on the execution of the work.

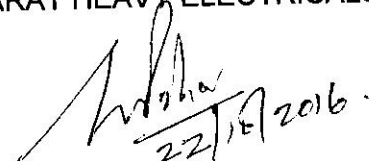
15. OPENING OF TENDERS

Techno-commercial Bids will be opened on **07.11.2016 at 14.00 Hrs.** at Customer Cell, Admn. Building, BHEL- HPVP. The bidders may depute their representatives at the time of opening. The price bid of the technically qualified bidders will also be opened in the presence of representatives of the bidders and the date & time of opening of price bids will be intimated later. In case of reverse auction, the date of conducting reverse auction will be intimated in advance at appropriate time.

If bids are not accompanied by requisite Earnest Money Deposit along with Part – I (Techno Commercial Bid), then Part-II (Price Bid) will not be considered for opening.

Yours Faithfully,

For BHARAT HEAVY ELECTRICALS LIMITED,


22/10/2016
Sr. Manager (OS)

SCOPE OF WORK

1. Transport contractors should place 3 buses for transport of our employees from various places in town and Simhachalam to Factory and back in A, B, G Shifts. Total requirement will be **Three buses of 18 Seating capacity**. Two buses should be run from Town to factory and back in A&B shifts, and one bus should be run from Simhachalam / Town to factory and back in 'G' Shift only.
2. The vehicles offered should be year 2015 & above models and should be in good and road-worthy condition which will be decided by the Management. School buses permit and School Bus color i.e, yellow will not be accepted. After award of contract, the contractor should ply the same Buses which are mentioned in the Technical Bid.

Following are the specifications for the Buses:

| SL. No. | Type of Vehicle | Quantity | Remarks |
|---------|--|-------------------|-----------------------------|
| 1 | Traveller 3700WB or Equivalent (18 Seater buses) | 3 (Three) Numbers | Refer Price bid for details |

3. The vehicles shall be maintained in good condition and in the event of breakdown of any vehicle the same is to be replaced immediately, with the knowledge of Management, without inconveniencing the employees traveling in the contract carriage.
4. The Contractor shall pay the Road taxes and other payments, excluding Service Tax, due to be made to the concerned authorities in respect of vehicles to be engaged as contract carriages for HPVP, BHEL. He shall obtain and/or renew the necessary licenses and permits to ply them as contract carriages at his cost.
5. The staff required for running the transport on efficient lines, such as, Drivers, Cleaners and mechanics etc., are to be employed by the Contractor himself and the company has nothing to do with their employment and service conditions. The staff employed in contract carriages should be below 50 years of age and should possess current Driving licenses which they are required to possess for being engaged on contract carriages. The operating staff rules & regulations to be followed as per A.P. State Transport Authority are entirely the responsibility of the Contractors. He shall also comply with any other labour laws as may be applicable to him. Drunken driving by drivers noticed, if any, will be viewed seriously.
6. The contract carriages should carry sign boards reading "**Contract Carriage for HPVP, BHEL**", with BHEL Logo **for identification by the employees**. The Contractor shall run the vehicles as per the timings to be notified by the Company from time to time and should see that no avoidable delay either in leaving or reaching the Factory occurs. Company reserves the right to utilize the empty trips in different shifts.
7. The contractor and his staff should not allow other than employees to travel by them save in cases where the employees or their dependents are specifically allowed by Management by issue of separate pass.
8. The Management reserves the right to regulate or check the passengers traveling by contract carriages at the commencement or in the course or at the end of travel. In case any staff employed by the contractor is found to be indulging in malpractices, the Management reserves the right to ask for his removal and the contractor agrees to replace him.

SCOPE OF WORK

9. The Contractor shall ensure that the staff employed by him will conduct themselves in a dignified manner and also be courteous to the employees traveling by the vehicles. Management reserves the right to demand replacement of any staff member who is found to be quarrelsome and whose presence is prejudicial to good relations between Management and its employees.
10. The rates agreed to by the Contractor for running the vehicles shall be operative during the period of the agreement and no revision whatsoever shall be made during the said period. However, any increase in Road Tax and Service Tax will be reimbursed on submission of documentary proof of payment.
11. The contractor should enter into a contract on a non-judicial stamp paper of Rs.100/- value with the Company for running the vehicles on these conditions and such other terms and conditions as may be mutually agreed upon **for a period of Two years and further extendable by a period of One Year on same rate and Terms & conditions.**
12. The contract can be terminated with **Three Months' notice** in writing by BHEL without assigning any reason whatsoever.
13. The buses which are to be deployed as mentioned in the Technical Bid for HPVP, BHEL transport shall be inspected by a competent authority from HPVP, BHEL before finalizing the contract and also as and when demanded by the Management during the course of contract period to ensure the road worthiness of the vehicle
14. The Vehicles Insurance shall be in the scope of contractor and the details on insurance covered as on date should be given in Registration form.
15. **Price Variation Clause:** Any increase/ decrease in the rate of Diesel from the base rate after awarding the contract shall be adjusted in the bills. Base rate of Diesel is taken as Rs.61.41 per litre which is the rate prevailing in Visakhapatnam as on date of release of NIT (22.10.2016).
16. The average consumption of fuel @ 7 km per litre will be considered for calculation purpose.
17. **Statutory Taxes:** Any increase in Road Tax and Service Tax will be reimbursed on submission of documentary proof of payment.
18. Penalty for non-supply of vehicle will be levied as under:
 - a. The essence of the contract being punctuality and regularity in providing courteous service to the users. Hence for delays in reporting time penalty of Rs.100/- per 5 minutes or part will be levied and deducted from the bill.
 - b. A token penalty of Rs.1500/- per day for each vehicle for short supply
 - c. In case the contractor is not able to provide vehicle in time, M/s BHEL has the right to arrange the vehicle from other suppliers and the cost will be debited to the contractor in the bill. In such case penalty of Rs 1500/- at b above will not be charged.

SIGNATURE OF THE BIDDER WITH SEAL

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SPECIAL TERMS & CONDITIONS

1. The contractor shall provide 3 buses of 18 Seaters of 2015 Model & above. Transport vehicles should have a valid fitness certificate, transport permit and subsisting Insurance of comprehensive nature. Principal reserves right to increase/decrease the number of buses allocated or the mileage given.
2. The Contractor agrees to keep the vehicles in good running condition.
3. The bus deployed by the contractor shall be leak proof. However, if any leaks are noticed by the Principal (or his representatives) the contractor will be informed in writing. If the defect is not rectified within 48 hours, a penalty of Rs.300/- per day of use of such vehicles will be levied
4. The Contractors shall provide the necessary staff required for running the bus efficiently and it should be the responsibility of the contractor to provide for their salaries, allowances, working conditions, accidents benefits, etc. The Principal shall not in any way be responsible for any of the terms of the employment, payment of salaries etc., or other matters arising between the Contractor and his staff. The Contractors shall be solely responsible for fulfilling statutory and non-statutory obligations under various enactment such as provident fund, ESI contributions etc. in respect of his staff.
5. The contractors shall run the vehicles as per the timings stipulated by the Principal and should ensure reaching or leaving the Factory in time. The Contractor shall intimate the telephone number where he or his representatives will be available during the movement of his vehicles and ensure that his representative will be available at a stipulated telephone number for contacting him in case required. In case the vehicles do not reach the destination as per the scheduled time fixed by the Principal, the Principal shall give the right to deduct an amount of Rs.100/- for every 5 minutes or part thereof from the bills of the contractor after reasonable opportunity is given to the contractor, and if the explanation of the Contractor is not satisfactory.
6. The Contractor shall provide a bus of minimum seating capacity of 18 persons excluding Driver and Cleaner and even if the capacity of the vehicles is beyond 18, the contractor will not be entitled to any extra remuneration.
7. The Contractor agrees to adopt colour scheme for the vehicles at his expense which is approved by the Principal or which is required by the Principal. The vehicle shall be painted so as to read **“ON CONTRACT WITH BHEL, HPVP” with BHEL Logo.**
8. The Contractor should see that the vehicle runs in accordance with the conditions of permit granted by the Transport Authority and should also see it to it that they confirm to the statutory requirements of the Motor Vehicles Act the rules framed there under more specially the employees of the contractor should be properly and neatly attired and should behave in an orderly and polite manner with the staff and other officers of the Principal.
9. The contractor should adhere to the speed limits prescribed under chapter VIII SEC 112 of the Motor Vehicles Act or prescribed by the conditions of permit or as in force from time within and beyond the Municipal limits and should see to it that the speed limits are not acceded either within the Municipal limits or beyond the same.
10. The Contractor should bear the cost of the fuels running expenditure; cost of lubricants, spare parts etc., to the extent and in terms of clause 16.

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11. Any increase in prices of either the cost of spare parts types or lubricants during the subsistence of this agreement, the rates payable to the contractor shall not be liable to be altered and all extra incidences or lives shall be borne by the contractor himself.
12. The Contractor should provide a first-aid box with the equipment mentioned in the A.P. Motor Vehicles Rules and should also keep the Officer of the Principal whenever required to do so.
13. While the Vehicles are in the Company premises, they shall be subject to such security regulations as are in force in the company from time to time.
14. The Contractor further agrees that the buses to be run shall be duly covered with comprehensive insurance including adequate coverage of risk of the passengers carrying. A specific clause to this effect shall be incorporated in the respective Insurance Policies.
15. The Contractor should engage services of such staff that are both suffering from any loathsome or contagious disease and should the Principal require any of the employee to submit the medical examination, the Contractor should see to it that the employees appear for such examination and should the Principal declare them unfit, the Contractor should forthwith replace their services.
16. **The BHEL to pay the contractor in consideration of the contractor providing transport facilities, hire charges as noted below:**

The rates per kilometer traveled will Rs._____ per K.M. (Rupees_____only) with minimum guarantee kilo meter per day 190 kms. (One hundred and Ninety kilometers only) worked out on daily average over a period of a month for a working day. In case of Sunday or a Public Holiday the minimum guarantee mileage will be 80 Kms. The Principal has agreed that during the contract period if the cost of Diesel is increased due to Government policy, the Principal would make good for such increased by calculating the consumption of Diesel @ 7 kms. Per liter rounded off to the purpose of payment of bill. The Principal would also completely reimburse any enhancement of Road Tax levied by the State Government, if any, after entering into this agreement.

Road Tax per seat per Quarter Rs._____as on _____.

Present Diesel Price per liter is Rs._____ as _____.

17. The expression minimum mileage shall mean that on any given date excepting Sunday and such other Holidays declared by the Principal as Company Holidays, if the vehicle performs less than 190 kms. For Company _____ s @ Rs._____per Kilometer. Each Bus(s) should be in a position to cover maximum 200 kms. Per day which does not mean a guarantee run of 200 kilometers.
18. It is further agreed between the parties that if the vehicle does not perform any trip due to mechanical breakdowns or any other reason beyond the control of the Contractor on any working day of the Company, it shall be the responsibility of the Contractor to make alternative arrangement immediately to ensure the employee reach the Factory in time.
19. It is further agreed that in the event of Non-performance of service due to any Civil commotion or bundh or Lockout at the Principal _____ wherein the Contractor is prevented from running the bus, payment shall be made to the contractor based on the actual distance covered by the buses and actual expenses incurred against the employment of the bus Crew for such day(s) the actual expenses shall be worked out and decided mutually.

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SPECIAL TERMS & CONDITIONS

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20. It shall be the responsibility of the Contractor to ensure that only valid pass holders entitled to board the buses at different bus stops are only brought and taken back in each bus in different shifts. Necessary assistance for ensuring the same will be given by the Principal at the request of the Contractor. The contractor should not permit public passengers either free or on payment in any of the trips, as this violates BHEL Rules. In case of violation of the above rules, a penalty of Rs.100/- per passenger will be imposed when found traveling. The contractor shall take disciplinary action if any driver is found carrying unauthorized passengers for more than 3 times in a month.
21. The payment of the Contractor for the actual trips made by various vehicles in different shifts will be based on the record of arrival/departure of buses. If any Bus does not perform the starting trip due to break down, however the bus after repairs performs the other trips on same day as per schedule or if alternative Bus is arranged, the claim will be allowed as usual.
22. It shall be the responsibility of the Contractor to ensure that the bus starts at the scheduled starting place as per the route prescribed by the Principal and reached the Factory on time. It is further agreed that late starting/arrival of a bus for more than three times in a month due to Mechanical breakdowns or other defects the Contractor should rectify the defects to the satisfaction of the Principal. During the period of rectification, Contractor should provide an alternative bus which should be in a road worthy condition. Further, if repairs are not carried out within the stipulated time as intimated by the principal it will be deemed that the bus did not play and mileage will be deducted accordingly and the stipulation of minimum guarantee of 190 kms. Will not apply in such cases.
23. All payments payable to the Contractor towards hire charges shall be paid by **“ELECTRONIC FUND TRANSFER/NEFT TRANSFER”** only against bill submitted by the Contractor once in every fortnight and payment shall be made within a fortnight after receipt of the bills by the Principal provided the bills are in order in all respects, verified with trip sheets and the terms of the contractor and certified by the Principal to that effect.
24. **ARBITRATION:**
- (a) Any disputes arising out of this contract shall be referred to a sole Arbitrator to be appointed by the Unit Head of BHEL-HPVP and the sole arbitrator so appointed may be an employee of BHEL-HPVP. The arbitration will be governed by the provisions of The Arbitration and Conciliation Act, 1996. Place of arbitration will be at Visakhapatnam only.
- (b) All cases, suits, petitions, actions, etc. arising out of this contract shall be filed, instituted, tried and auctioned only in the courts, tribunals, forums, etc. situated in Visakhapatnam only and nowhere else.
25. The contract shall be in force for a period of Two years commencing from 01-12-2016 or date of work order whichever is later.
26. (a) Notwithstanding anything contained herein before, the Principal shall terminate this agreement without assigning any reason what so ever, by giving one month writing to the contractor.
- (b) The Contractor shall terminate this agreement by giving three months writing to the Principal.

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27. Any increase in the present rate of fuel from the base rate after awarding the contract shall be reimbursed to the contractor. Similarly, any decrease in the price will be decreased proportionately.
28. All disputes relating to this contract including performance of the terms and conditions etc., shall be subject to jurisdiction of Courts at Visakhapatnam (Andhra Pradesh).
29. Particulars of Buses to be identified for transport contract should be submitted to BHEL after release of work order / LOI by BHEL in the following format.

| Sl. No | Bus No. | Year of Mfg. | Make of Bus | Engine No. | Chasis No. | Seating Capacity |
|--------|-------------|--------------|-------------|------------|------------|------------------|
| 1. | | 20__ | | | | |
| 2. | | 20__ | | | | |
| 3. | | 20__ | | | | |
| 4. | (Spare Bus) | | | | | |

SIGNATURE OF THE BIDDER WITH SEAL

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GENERAL TERMS & CONDITIONS

1. The rates quoted by the contractor should be fixed & firm for the contract period. There shall be no revision in contract rates during the contract period.
2. BHEL reserves the right to conduct reverse auction or negotiate for price reduction with L1 party and negotiated price will be considered as contract amount for all practical purposes.
3. Withdrawal from contract during contract period in BHEL will entitles forfeiture of Security Deposit.
4. The contractor should abide by the company requirements as per statutory rules and requirements of the factories act.
5. **Earnest Money Deposit:**
 - A. EMD is to be paid by the tenderers for securing fulfillment of any obligations in terms of the NIT.
 - B. **Modes of Deposit:** The EMD may be accepted only in the following forms:
 - a) Cash Deposit as permissible under the extant Income Tax Act (before tender opening).
 - b) Electronic Fund Transfer credited in BHEL account (before tender opening).
 - c) Banker / Pay Order/ Demand Draft, in favour of BHEL, Visakhapatnam along with offer.
 - C. **Forfeiture of EMD:** EMD by the tenderer will be forfeited as per NIT conditions, if:
 - a) 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.
 - b) The contractor fails to deposit the required security deposit or commence the work within the period as per LOI/ Contract.
 - c) EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant laws with suppliers/ contractors
 - D. EMD given by all unsuccessful tenderers shall be refunded normally within 15 days of award of work.
 - E. EMD shall not carry any interest
 - F. EMD of successful tenderer will be retained as part of Security Deposit
6. **Security deposit:**
 - A. Security deposit means the security provided by the contractor towards fulfillment of any obligations in terms of the provisions of the contract.
 - B. The total amount of the 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.
 - C. **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:

 - a) Cash (as permissible under the extant Income Tax Act)
 - b) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.

GENERAL TERMS & CONDITIONS

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- c) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the company act. The bank guarantee format should have the approval of BHEL.
- d) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the company act (FDR should be in the name of the contractor, a/c BHEL.
- e) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)

(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)

D. Collection of Security deposit:

At least 50% of the required security deposit, including the EMD, should be submitted before start of the 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.

- E. Security deposit shall be released to the contractor upon fulfillment of contractual obligations as per the terms of the contract.
- F. The security deposit shall not carry any interest.

7. PAYMENT TERMS:

100% Bill payments will be arranged **within 30 days** from the date of submission of correct/complete bill with all relevant documents to Manager (HR) department.

Along with the bill contractors has to furnish copy of the following documents for further processing of bill.

- a) Original Invoice in duplicate
- b) PF Challan & PF ECR List
- c) Monthly Statement showing PF contribution recovered from the workers.
- d) ESI Challan & ESR List
- e) Monthly Statement showing ESI contribution recovered from the workers.
- f) RTGS form
- g) Attendance Register
- h) Acquittance Register (Wage Register)

Note:

1) All payments will be released only through RTGS through BHEL proforma. Electronic Funds Transfer form (Refer Annexure-A) duly Filled and certified through bank may be enclosed.

2) If the contractor not registered under the service tax, then a declaration shall be submitted along with offer that they are within the threshold hold limit.

In respect of submission of Final bill, **NO claim certificate**
100/- may be submitted by the vendor/contractor.

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GENERAL TERMS & CONDITIONS

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All payment shall be made to the contractor, shall be through NEFT (National Electronic Fund Transfer) / RTGS (Real Time Gross Settlement) within reasonable time, say a one month (or as mutually agreed), after receipt of the bill along with user agencies acknowledgement.

8. Service Tax:

Where ever service tax is liable to be paid by contractor, the contractor shall register himself under the service tax rules and copy of Certificate of Registration shall be furnished along with the offer.

After registration, the payment of service Tax shall be effected by the Contractor to the Central Government monthly / quarterly based on the invoices raised before the due date of payment. The Service Tax Return also shall be submitted to the Government before the due date.

The invoice/bill in original duly signed by the Contractor claiming the payment for Service Tax shall clearly indicate the following:

- a) Continuous serial no. & date of the bill.
- b) Cost of the service.
- c) Separately showing the service Tax amount calculated at the applicable rate.
- d) Separately showing the Cess on Service Tax amount.
- e) PAN based Service Tax Registration No.

The Service Tax claimed in the bill will be paid to the Contractor based on the submission of proof of payment of service tax to the central Government along with the bill.

All terms & conditions of the contract in respect of taxes & duties are subject to new taxation laws introduced time to time by Govt. and terms & conditions will deemed to be modified in accordance with the provisions of New Laws (i.e., GST)

9. Income Tax:

Income Tax shall be deducted at the applicable rate in respect of the service Contract including supply of labour.

Xerox copy of PAN card shall be submitted to Account Dept. along with Original for verification.

TDS certificate will be issued to vendors for each quarter ending as on 30th June, 30th Sept, 31st Dec and 31st Mar during the following quarter.

10. Termination of contract:

If the company finds that the contractor is not showing adequate progress of work as per schedules given to him or if the company is not satisfied with the quality of work being done or in case of insolvency etc., the company reserves the right to terminate the contract without assigning any reason whatsoever and the decision of the company shall be final. In addition, to the above the company is entitled to claim damage in respect of any loss consequent to the termination of the contract.

GENERAL TERMS & CONDITIONS

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11. MSE suppliers can avail the intended benefits 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 enclosed at **Annexure-A** 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 benefits shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. Documents should be notarized or attested by a Gazetted officer

12. Fraud Prevention Policy:

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

13. In addition to existing taxes, any new taxes imposed by Central/ State Govt. shall be payable by the contractor and same shall be reimbursed on submission of relevant documents.

In case, any new tax is imposed instead of existing tax, difference of the amount shall be reimbursed/ recovered on submission of documentary evidence.

14. All corrigenda, addenda, amendments, time extensions, clarifications etc. to the tender will be hosted on our websites <http://www.bhelviz.co.in> & <http://www.bhel.com> only. Bidders should regularly visit website to keep themselves updated

SIGNATURE OF TENDERER WITH SEAL

GENERAL TERMS AND CONDITIONS OF RA (REVERSE AUCTION)

BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance 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.

In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit " in the Reverse Auction. Non-submission of " by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.

Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit " in the Reverse Auction. Non-submission of " by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form (annexure IV) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.

GENERAL TERMS AND CONDITIONS OF RA (REVERSE AUCTION)

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10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL"s standard practice.
12. Bidders shall be required to read the Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the Auction", which will be communicated before the Reverse Auction.
13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action *as per extant BHEL guidelines*, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
15. In case BHEL decides to go for reverse auction, the H1 bidder(s) (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

* * *

SIGNATURE OF THE BIDDER WITH STAMP

Ref: OPS/OS/SC/2016-17/25/042

Date: 22.10.2016

Sub: Hiring of Transport Buses for Employees at BHEL- HPVP Visakhapatnam for a period of two years.

ACCEPTANCE TO TENDER TERMS & CONDITIONS

I / We hereby confirm that the Tender documents, all annexures etc. have been studied in detail and we have fully understood the scope of work.

I / We accept to all the Terms and Conditions of the Tender Enquiry and the prices quoted are in accordance with the same.

I / We accept to offer valid for a period of **3 months** from the last date for tender submission.

I / We give our acceptance to participate in Reverse Auction in case BHEL decides to go for reverse auction for this tender.

Tender documents duly signed on all the pages by the Owner / authorized representative of the bidder are attached herewith.

Signature of the bidder with stamp

CONTRACTOR INFORMATION

| Sl.No. | Particulars | To be Filled by Bidder |
|--------|---|------------------------|
| 01. | Name of the Contractor | |
| 02. | Nature of Firm / Concern (Proprietor/Partnership/Pvt. Limited/Public Ltd.) Note: In case of partnership concern, please enclose photo copies of the partnership deed | |
| 03. | Full address | |
| 04. | Name of the Proprietor/Partner | |
| 05. | Name of the Person(s) and designation authorized for signing the contract/dealing with BHEL | |
| 06. | Telephone No. of the firm | |
| 07. | Fax No. | |
| 08. | Mobile No. | |
| 09. | E-mail ID | |
| 09. | Organizational structure with name and designation | |

SIGNATURE OF THE BIDDER WITH STAMP

Ref: OPS/OS/SC/2016-17/25/042

Date: 22.10.2016

CHECK LIST

| Sl. No. | Particulars | Document Enclosed (Yes / No) | Document No |
|---------|--|------------------------------|-------------|
| 01. | Name of the Contractor | | |
| 02. | Tender Document Signed & Stamped | | |
| 03. | Earnest Money Deposit (EMD) @ ,000/- | | |
| 04. | PF Registration Certificate | | |
| 05. | ESI Registration Certificate | | |
| 06. | Service Tax Registration Certificate | | |
| 07. | PAN Number | | |
| 08. | TIN | | |
| 09. | Income Tax Returns for last 3 years (FY 2013-14, 2014-15 & 2015-16) | | |
| 10. | Profit & Loss account and Balance Sheet certified by the Practicing Chartered Accountant for the last 3 years | | |
| 11. | Work orders & Job Completion Certificates in similar works as mentioned in eligibility criteria. | | |
| 12. | MSE Registration Documents, if applicable EM II certificate having deemed validity (5 years from 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 enclosed at annexure-A where deemed validity of EM II certificate of five years has expired) | | |

SIGNATURE OF THE BIDDER WITH STAMP

Certificate by Chartered Accountant on letter head

This is to certify that M/S
(hereinafter referred to as _____ having its registered office at _____
_____ is registered under MSMED Act 2006, (Entrepreneur
Memorandum No (part-II) _____ dated _____
Category: _____ .

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year

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:
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:

khs

(Strike off whichever is not applicable)

The above investment of _____ Lakhs is within permissible limit of _____
_____ for _____ /
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 Charatered Accountant

ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS / NEFT TRANSFER

| | | |
|----|--|--|
| 01 | NAME & ADDRESS OF THE SUPPLIER / SUBCONTRACTOR | |
| 02 | VENDOR CODE ASSIGNED BY BHEL,HPVP LTD | |

DETAILS OF BANK ACCOUNT

| | | |
|----|----------------------------|--|
| 03 | NAME & ADDRESS OF THE BANK | |
| 04 | NAME OF THE BRANCH | |
| 05 | BRANCH CODE | |
| 06 | MICR CODE | |
| 07 | ACCOUNT NUMBER | |
| 08 | TYPE OF ACCOUNT | |
| 09 | BENEFICIARY | |
| 10 | IFSC CODE OF THE BRANCH | |
| 11 | EMAIL ID | |
| 12 | TELEPHONE / MOBILE NUMBER | |

CERTIFICATE

I / We here by agree to receive the payments due from M/s Bharat Heavy Electricals Ltd., by the National Electronic Fund Transfer / or RTGS Transfer mode by credit to my / our above mentioned Bank account. I / We also agree that payments made to the above mentioned account are a valid discharge of the liability of M/s Bharat Heavy Electricals Ltd. I / We also agree to bear the applicable Bank charges for the above mode of transfer. A copy of the cheque leaf/ cancelled cheque leaf of the above account is sent herewith.

(Authorized Signatories with name & seal)

BANKER'S CERTIFICATION

We confirm that we are enabled for receiving RTGS and NEFT credits and we further confirm that the account number of _____ (name of account holder), the signature of authorized signatory and the MICR and IFSC codes of our branch mentioned above are correct.

Place:
Date:

Bank Manager / Officer
Signature with Bank stamp
and name seal

FORWARDED TO ACCOUNTS DEPARTMENT / CASH SECTION

We confirm the above details are verified with the records available with us

Signature of BHEL Official with name & seal
Operating the contract / Services

PART II

(PRICE BID)

BHARAT HEAVY ELECTRICALS LIMITED
HEAVY PLATES & VESSELS PLANT
VISAKHAPATNAM – 530 012

Sub: Hiring of Transport Buses for Employees at BHEL- HPVP Visakhapatnam for a period of two years.

Tender Enquiry No: OPS/OS/SC/2016-17/25/042, Dated: 22.10.2016

Schedule of Quantities & Rates (SOQR)

| SI No. | Type of Vehicle | Unit Rate in Rs (A) | Qty (B) | Total Amount (A x B) |
|--------|--|---------------------|---------|----------------------|
| 1 | Traveller 3700WB or Equivalent (18 Seater) | | 3 Nos. | |

Total Amount (in Words):

NOTE:

1. Mileage for vehicles will be considered as 7 km per litre. All others expenses i.e. Mobil consumption, drivers payment, insurance, road tax, pollution certificate, road permits, vehicle maintenance etc. are in the scope of the vendor.
2. No column should be left blank. If any column is left blank the offer is liable to be rejected.
3. **The quoted prices shall be inclusive of all applicable taxes & duties as applicable as on date of tender submission except Service Tax.** However, Service Tax as applicable shall be paid to the Govt. by BHEL.
4. Tenderer should quote the unit rates and the amounts in figures. In case of any mismatch between the quoted unit rates and amounts, the quoted unit rates shall be considered as final. If there is a discrepancy between amount in figures & words, 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. If there is a error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and total shall be corrected accordingly
5. **L1 shall be evaluated based on Overall Cost for 2 years.** However, BHEL reserves the right to negotiate with L1 vendor.
6. **The prices shall remain fixed and firm for an entire period of contract & No additional payment shall be made to contractor over and above the quoted price.**

SIGNATURE OF THE TENDERER WITH SEAL