BHARAT HEAVY ELECTRICALS LIMITED RAMACHANDRAPURAM – HYDERABAD – 502032 TRANSPORT DEPARTMENT NOTICE INVITING TENDER

Phone No. 040 - 2318 2590/2525 email: <u>pbhaskar@bhel.in</u>

Tender Notice No: HY/Log/TPT/GMI_Car_PESD/2018-19 06-Jun-2018

Tender in two parts (Techno-Commercial & Price bid) will be received in sealed cover from the contractors satisfying the pre-qualification requirements. The following should be legibly written on the cover – Tender Notice Number, Tender Date, Name of work & Due date of opening. Tenders will be opened at 13:30 hrs. on the due date in the presence of bidders or their authorized representatives in BHEL, Administrative Building (Vendor Complex) RC Puram, Hyderabad – 502 032.

1	Name of the work	:	Hiring of TOYOTA ETHIOS GD (AC) Car (Any Version of Silver, White or Grey Colour) – 1 No. for 1 year.	
2	Cost of Tender Documents	:	Rs.500/- (non-refundable)	
3	Earnest Money Deposit (EMD)	:	Rs.11000/- (Eleven thousand)	
4	Estimated Cost	:	Rs.5.41 lakh	
5	Tender Sale start Date	:	06-Jun-2018	
6	Tender Sale Close Date	:	15-Jun-2018 – 1100 Hrs.	
7	Last Date of receipt of tenders	:	16-Jun-2018 – 1100 Hrs.	
8	Date & time of opening of tenders	:	16-Jun-2018 – 1330 Hrs.	
9	Tender should be addressed to	:	Manager / Transport, BHEL, RC Puram, Hyderabad – 502 032. Telangana State	

Name &	Addres	s of the	Contract	or:	

Tenderers are requested to sign and affix seal on all the pages of the tender document.

PRE QUALIFICATION REQUIREMENTS

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

- i) Average annual financial turnover during the last 3 years, ending 31st March of the previous financial year (should submit balance sheet & P&L account for last 3 years preferably certified by Charted Accountant), should be at least 30% of the estimated cost. Further, the tenderer fail to submit the figure (s) for 3 years, non-submitted year will be considered as "0" (Zero) for averaging the turnover. In the 3 years turnover, previous year turnover is compulsory.
- ii) Particulars of experience / credentials for the works executed of similar nature during not older than 7 years (Completion and experience certificate of the works to be enclosed) ending last day of month previous to the one in which applications are invited should be either of the following:
- a. Three similar completed works each costing not less than the amount equal to 40% of the estimated cost.

OR

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

OR

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

Please follow the table below for participation in contract category wise

	Hiring Ethios car
Avg. annual Turnover past 3 years (30% of est.cost)	Rs.1.62 lakh
If 3 works completed, the value of each work should not be less than (40% of the estimated cost)	Rs. 2.16 lakh
If 2 works completed, the value of each work should not be less than (50% of the estimated cost)	Rs.2.70 lakh
If 1 work completed, the value of each work should not be less than (80% of the estimated cost)	Rs.4.33 lakh

Similar works: Definition "Hiring of any Vehicle"

Contractor should have executed the work of supply of AC Passenger Vehicle or equivalent vehicle.

- d. Experience certificate issued by BHEL, RC Puram in case any work executed in BHEL, RC Puram for past three years. Any adverse remarks in the experience certificate will be a disqualification factor.
- iii) "The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firm, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com".

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

- i) Document Fee (Rs. 500/-)
- ii) EMD for Rs.11000/- (Banker's cheque/Demand Draft/Cash Receipt/NEFT/IMPS)
- iii) Bidder should be an owner of a Toyota Ethios GD A/C Car (Silver, White or Grey colour) of January 2016 or later models. Vehicle document proof(s) to be enclosed. Bidder should be willing to comply with the following:
 - a) The car will be at the disposal of BHEL for 24 hours in a day for the entire period of the contract, including extensions, if any.
 - b) The Fuel, Maintenance, Road tax, Insurance, Fitness & PUC costs shall be in the scope of Contractor only.

b) The car will be driven by BHEL hired Drivers only.

- iii) PAN No. (In case not available, proof of having applied with acknowledgement from concerned authority).
- iv) GST registration number has to be submitted, in case Annual Turnover exceeds Rs.20 Lakhs.
- v) "The offers of those bidders who are on the banned list and also the offer of those bidders, who engage the services of the banned firm, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com".

GENERAL TERMS & CONDITIONS:

- BHEL, Ramachandrapuram, Hyderabad a Maharatna PSU, needs ONE TOYOTA ETHIOS GD AC Car (Silver, White or Grey Colour) for the use of Sr. official in BHEL, RC Puram, Hyderabad. The Car should be of JANUARY 2016 or later model and should be in good working condition.
- 2. Contractors in possession of above car, should submit vehicle documents at the time of submission of tender.
- 3. Contractors **not in possession** of above car can also take part in the tender by submitting the undertaking at Annexure II.
- 4. Ownership of vehicle has to be in the name of Individual/Proprietor / Proprietary Firm / Partner / Partnership Firm / Director / Limited Company. Right to use of vehicle for the contract period shall be registered in the name of proprietor / proprietary firm / partner / partnership firm / Director / Limited company.
- 5. The Fuel, Maintenance, Roadtax, Insurance, Fitness & PUC costs shall be in the scope of contractor only.

6. The car will be driven by BHEL hired Drivers only.

- 7. Parking, Interstate permits, Toll fees shall be in BHEL scope.
- 8. The following documents (applicable and valid) need to be submitted during the time of inspection of the cars.
 - a) Registration Certificate
 - b) Comprehensive Insurance
 - c) Pollution Certificate
 - d) Permit
 - e) Road Tax

9. If any of the above certificates gets expired during the contract period, the same shall be renewed and copy shall be submitted to Transport Pool authorities in time failing which the bills shall be withheld.

10. Taxes & Duties

- i) GST is applicable for registered vendors as below.
 - a) In case GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from vendor along with interest levied/leviable on BHEL.
 - b) In case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor/contractor along with interest levied / leviable on BHEL.
 - c) The bidder shall arrange to send to BHEL, Hyderabad along with all the required documents as in Purchase Order, Tax Invoice (Original for Recipient) along with his bills.
 - d) Vendor to ensure correct applicability of IGST/CGST/SGST/UTGST based on the Inter / Intra state movement Supply of goods and services or both.
 - e) Taxes and duties prevalent on the contractual delivery date or the actual delivery date (in case of delay) whichever is lower shall be applicable paid. Composition Scheme to be addressed.
 - f) Vendor shall note that the Invoice has to be raised quoting HSN Code of Goods or Accounting Code of Services or both wherever applicable.
 - g) Invoice should mention BHEL-HPEP-HYDERABAD GSTIN: 36AAACB4146P1ZG or GSTIN of BHEL Nodal Agency as mentioned in PO.
 - h) In case of any short supply of goods or service Vendor has to raise a credit note for short supplied quantity as per GST provisions.
 - i) Any GST liability arising on BHEL under reverse charge before actual receipt of goods and or services and/or invoice thereof would be subject to recovery of interest leviable for the period between the date of such liability and actual date of eligibility of ITC based on receipt of goods, receipt of invoices and other conditions specified in GST law, as applicable.
 - j) Penalty clause:
 - In the event of delay in supply of goods and or services beyond contractual delivery date, penalty of 0.5% per week or part there of shall be levied on the full contract value subject to a maximum of 10% of the order value. Penalty amount so determined along with GST if applicable thereon shall be recovered.
 - k) Supplier shall mention their GSTN registration number in all their invoices and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No which is linked/uploaded in GSTN network shall be clearly indicated), item description as per PO,

- Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, etc.
- A declaration to the effect that all tax liability as per GST rules and regulations shall be discharged.
- m) Reverse charge is applicable for GST unregistered vendors.

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

- a. Techno-commercial bid consisting of Annexure I and /or Annexure II duly signed on all pages along with DDs(original)/Payment receipts (NEFT) of original for Rs.500/- (cost of tender documents) & Rs.11,000/- (Earnest Money Deposit).
- b. Price bid duly filled in & duly signed consisting of Annexure III

The above two bids are to be placed in separate covers duly sealed. The cover for Techno-commercial bid should be super-scribed as "Techno-commercial bid for Hiring of TOYOTA ETHIOS GD (AC) Car" and Price bid shall be super-scribed as "Price bid for Hiring of TOYOTA ETHIOS GD (AC) Car"

Both the above two envelopes shall be kept into another sealed cover. The cover shall be super-scribed with "Quotation for Hiring of TOYOTA ETHIOS GD (AC) Car for a period of six months" and shall be sent to **Tender Box, Vendor Complex, Admn. Bldg. Bharat Heavy Electricals Limited, Ramachandrapuram, Hyderabad – 502032**.

BHEL will not be responsible for any postal delays. All corrigenda, addenda, amendments, time extensions clarifications, etc., to the tender will be hosted on BHEL website (<u>www.bhel.com</u>) only. Bidders should regularly visit BHEL website to keep themselves updated.

BHARAT HEAVY ELECTRICALS LIMITED RAMACHANDRAPURAM – HYDERABAD – 502032 TRANSPORT SECTION

Tender Notice No: HY/TPT/GMI_Car_PESD/2018-19 Dt: 06-Jun-2018

Name of Job Work: Hiring of TOYOTA ETHIOS GD (AC) CAR - 1 No. for one year

The tender schedule must be submitted along with the General terms & conditions and Annexure I & II enclosed herewith duly signed & stamped on each page with bidder's covering letter. Quotations should be typed on tender schedules only. Any deviations/deletions should be brought out separately on bidders letter pad and enclosed to the bid documents. Following to be filled up by the bidder:

1.	Name of the Contractor/Contact Person	
2.	Full Address	5
3.	Phone no./Fax no. Mobile No.	
4.	E-mail ld :	
5.	Service Tax Registration Details (Copy to be enclosed), if applicable.	
6.	PAN Number	
7.	Quotation Validity – 120 days from opening date of techno-commercial bids	
8.	Document Fee details	
9.	EMD – Rs.11,000/- Cash Receipt/Bankers cheque/Demand Draft details/NEFT receipt	
9.	Submitted Vehicle Document proof	Yes/No
10.	GST Registration number (if annual turnover > 20 lakhs)	
10.	BHEL Vendor Code (if available)	

ANNEXURE-I

Terms & conditions for entering into rate contract for "Hiring of TOYOTA EHIOS GD (AC) Car (Silver, White or Grey Colour) for 1 year" for the use of BHEL, RC Puram, Hyderabad – 502 032.

- 1. The basic rate per month and Extra kilometer rate is to be quoted in Annexure-II.
- 2. Once the contract is finalized, the car shall be at the operational disposal of BHEL during the entire period of contract @ 24 hours per day, including extensions, if any.
- 3. The Car' shall be of January 2016 or later model.
- 4. The Contract may be short closed after four months or may be extended for a further period of three months. A pre-closure charges of 10% of the monthly basic rate will be paid per month, in case the contract is short closed after four months.
- 5. Daily mileage will be mailed on the next working day to the Contractor's official email ID. Contractors will be authorized to verify the meter readings on a weekly basis.
- 6. Minimum basic rate plus extra Kms., if any (Beyond 2000 Kms. / Month) only will be paid along with applicable taxes.
- 7. The minimum rental charges will be paid as per the basic rate quoted for 2000 Kms. per month, irrespective of the actual mileage. Extra Kms. will be reckoned only in case the usage exceeds 2000 kms. in a calendar month. The first claim / bill will be calculated on prorata basis.
- 8. Billing cycle will be on monthly basis and payment will be released through NEFT within 25 days of submission of bills.
- 9. All the offers received will be scrutinized and only the technically qualified offers will be considered.
- 10. All entries in the tender should be clearly written in ink and all corrections are to be duly attested by the tenderer.
- 11. Issue of tender documents does not mean that the bidder fulfills the qualifying requirements of the contract.
- 12. Submission of offer shall mean that the bidder has read the bid documents and agrees to abide by the terms and conditions mentioned in the documents.
- 13. The contractor will take comprehensive insurance for the vehicle at his own cost.
- 14. Quotation should be valid for a period of four months from the date of opening of Bid.
- 15. The contractor shall make available a relief Toyota Ethios GD (AC) equivalent car or higher model immediately in the event of any breakdown or accident. Such relief car will be subject the same conditions of maintenance and compliance with statutory requirements as those covered in the original contract.

- 16. The Transport contractor should obtain at his own cost, all required permits, fitness & pollution certificate etc., and its renewals for running the TOYOTA ETHIOS GD (AC) car without break or any type of difficulty during the entire period of contract. Failure to maintain these requirements will entail BHEL for cancellation of the contract forfeiture of security deposit.
- 17. EMD furnished by the successful bidder will be adjusted as part security deposit towards contract performance guarantee and shall be refunded within three months of the date of expiry/completion/revocation of the contract. In the event of the agency failing to comply with any provision of the contract, the security deposit shall be forfeited by BHEL.
- 18. Successful tenderer shall pay a Security Deposit (maximum of 5% of contract value) as per the works policy 2016 which shall be indicated while issuing workorder / LOI.
 - a. The successful tenderers EMD paid will be converted and adjusted into Security Deposit.
 - b. Minimum 50% of the Security Deposit amount should be paid by Demand Draft/NEFT at the time of agreement and before commencing the contract, balance 50% to be recovered from Monthly bills to the Maximum of 10% of the Total Contract value.
 - c. The Security Deposit will not carry any interest and will be paid after successful completion of contract to BHELs satisfaction.
- 19. If the transport contractor is not able to provide his TOYOTA ETHIOS GD (AC) car continuously, alternate arrangement will be made by BHEL and the extra cost incurred will be recovered from the transport contractors pending bills in BHEL RC Puram or any of its Sister units/ROD's/Sectors.
- 20. The TOYOTA ETHIOS GD (AC) car should be registered and duly insured i.e. comprehensive insurance and the same should be renewed from time to time during contract period at his own cost.
- 21. The contract once finalized will be valid till the completion of contract. The contract can be extended further on same scope, rates, terms and conditions on mutual agreement. The extension period shall be as per BHEL works policy prevailing at the time of contract completion.
- 22. The rates quoted shall remain valid for entire contract period including extension, if any.
- 23. A total of 5% of awarded contract value should be paid as security deposit for faithful completion of work.
- 24. The transport contractor shall submit his bills on 5th day of the following month. The trips will be authorized by the user or transport pool authorities. In case the bills are not submitted by 5th of the following month, these bills cannot be settled in the month in

- which the bills are received. All payments will be made only in the name of the Contractor through NEFT.
- 25. The orders, notices or any correspondence to the transport contractor will be sent to the address furnished by registered post. This is deemed to have been served on the transporter, on date of report of delivery of such correspondence. The transport contractor shall carry out the orders without any delay.
- 26. Soon after the acceptance of the tender, the transport contractor shall enter into an agreement with M/s BHEL, RC Puram, Hyderabad 502 032. The agreement shall be entered on Non-judicial stamp paper of the value of Rs.200/- to be purchased by the transport contractor at his own cost.
- 27. The contractor shall maintain regular contact with the designated employee of BHEL and will interact on matters relating to the work awarded under this contract.
- 28. Notwithstanding anything contained in the contract agreement which will be entered after award of work, the contract may be terminated by BHEL, without assigning any reason thereof by giving a notice of 30 days to the contractor.
- 29. The orders, notices or any correspondence to the transport contractor will be sent by registered post to the address furnished. This is deemed to have been served on the transporter, on date of report of delivery of such correspondence. The Transport Contractor shall carry out the orders without any delay.
- 30. The contractor shall not resort to subcontracting under any circumstances. If found subcontracting at a later date, BHEL reserves the right to take whatever action it deems fit, including cancellation of the contract.
- 31. Whenever the term CONTRACTOR is used, it shall be understood to refer to the particular person, firm or corporation with whom an agreement has been made by the concerned company official for executing the work defined in the concerned agreement and for the purpose of instructions regarding compliance with contract conditions, it shall include the contractor's authorized agents, who are entrusted with the work by contractor.
- 32. All the works shall be carried out in accordance with the directions and to the satisfaction of the company official in accordance scope of work.
- 33. In the event of any question or dispute or under this contract, the same shall be referred to a competent Authority in the company for sole arbitration and his decision shall be final and binding on the parties to the contract.

- 34. In case of any suit or other legal proceeding arising under this contract, the courts at Sangareddy (Medak Dist.) Telangana only shall have the Jurisdiction.
- 35. Wherever, BHEL/COMPANY standards are mentioned, the same shall be strictly followed.
- 36. Nothing contained in the contract agreement and its conditions shall be deemed to preclude or render inoperative the service of any notice, letter or other communication upon the contractor personally.
- 37. All disputes, claims and demands arising in connection with the contract shall be settled by mutual consultation. If no such agreement is reached between the parties each party can appoint one Arbitrator and the Arbitrators so appointed can appoint a Presiding Arbitrator. The proceedings of the tribunal shall be in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules made there under. The venue of the Arbitration shall be at BHEL, Hyderabad or at such place as the Arbitrators may direct. The Award to be given by the Arbitral Tribunal shall be a speaking award. The arbitration costs, fees and expenses shall be borne by both the parties equally. The award of the tribunal shall be final and binding on both the parties equally. The award of the tribunal shall be final and binding on both the parties. All questions, disputes, differences arising under, out of or in connection with this contract shall be exclusive jurisdiction of the Courts at Sangareddy, Medak District, Telangana.
- 38. Tax will be deducted at source from the running bills as per applicable income tax rules and other statutory requirements.
- 39. **FINALIZATION OF TENDER:** The bids of all the vendors would be opened and the L1 party would be decided on basic cost. If L1 rates are greater than our estimation, negotiation will be carried out and rates shall be finalized. If there is a tie in the basic cost, then the rate quoted for extra Km. (beyond 2000 Kms.) will be considered for breaking the tie. If there is a further tie, the model of the car will be considered for evaluation of tender.
- 40. **PENALTY CLAUSE**: A penalty equivalent to payment per day shall be recovered from the bills, in case the vehicle is under break down. The maximum penalty will be limited to 7 days payment.
- 41. Any discrepancies in the tender documents shall be brought out separately on a letter.
- 42. The rates quoted shall remain valid for entire contract period. However reimbursement or recovery will be made for increase/decrease only in the cost of fuel. No other variation other than cost of fuel will be allowed by BHEL during the tenure of the contract period. The escalation is based on the diesel cost on the date of opening of technical bids. Escalation for increase/decrease in fuel cost will be reimbursed or recovered at the rate of 0.0071 rupee per KM for every 10 paise per litre increase/decrease in fuel cost (Prevailing on the last day of the calendar month). The escalation is applicable at actual KM run for reimbursement/recovery.

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

BANK ACCOUNT DATA FOR RTGS/NEFT MODE OF PAYMENT

1. Party Code

2. Option : RTGS/NEFT

3. Beneficiary Details:

A) Name of Beneficiary : BHARAT HEAVY ELECTRICALS LIMITED

B) Address : RAMACHANDRAPURAM, HYDERABAD- 502032.

C) Bank Name : STATE BANK OF INDIA

D) BRANCH NAME : BHELTOWNSHIP, HYDERABAD- 502032.

E) Account No. : 62048154115

F) Account type : Current A/c

G) Bank IFSC Code : SBIN0020075

H) Bank MICR Code : 500002370

58. MSME Supplier

MSE suppliers can avail the intended benefits (Tender documents fee of cost, exemption of EMD) only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format follows where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer

ANNEXURE - II

UNDER TAKING

(For tenderers not in possession of Toyota Ethios GD (AC) car at the time of submission of tender documents)

I, undersigned applied for Hiring of Toyota Ethios GD (AC) car for 1 year vide Tender Ref: HY/TPT/GMI_Car_PESD/2018-19, Dt:06-Jun-2018 given by Transport Department, BHEL, Ramachandrapuram, Hyderabad – 502032.

In the above said tender I have not submitted the details of vehicle as I don't own the above at present.

If I / we stand L1 in the tender or if order is received for supplying Toyota Ethios car for a period of 1 (ONE) year, I / we will produce the required number of Van(s) with maximum mileage run of 60000 Km or less physically at the time of inspection, for which the date and time will be intimated by transport department along with requisite documents.

I/We will deliver the Ethios GD (AC) car for inspection on or before 30 days from the date of issue of LOI.

Name, Address of the Contactor

Mobile Number:

Landline Number:

General instructions to bidders:

1.	Bidders are required to go through instructions carefully and complete all the formalities as required. In event of furnishing false or incorrect information, the offers shall be rejected and no correspondence will be entertained in this regard.		
2.	Bidders are required to submit the offer in two parts as mentioned above. Bid shall be kept in an envelope, which should be properly sealed.		
3.	Bidders are required to ensure that all columns of the bid are duly filled in. If any incorrect rates or unusually low rates are mentioned the offer shall be rejected and no correspondence will be entertained in this regard.		
5.	Bidders are required to submit duly filled in tender documents before 11.00 hrs. as mentioned earlier at Vendor Complex, Administrative Building (BHEL).		
6.	The techno-commercial bids will be opened on the same day as mentioned earlier at 13.30 hrs. at Vendor complex, BHEL, RCPuram, Hyderabad 502 032.		
7.	Bidders or bidder's representatives may attend the tender opening on the above mentioned date, time and place. No separate intimation will be given to bidders.		
8.	L1 party would be decided based on the 'basic rate'. However, negotiations will be carried out if Rate quoted by L1 party is greater than our estimation. If there is a tie in the basic cost, then the rate quoted for extra Km.(beyond 2000 kms.) will be considered for breaking the tie.		

Mobile Number:

Landline Number:

ANNEXURE - III

PRICE BID

Quotation "Hiring of TOYOTA ETHIOS GD (AC) Car - 1 No."

<u>Price Bid</u>					
#	Description	Rate			
1	Basic rate for 2000 Km. Run in a month on all days including Sundays & holidays @24 hrs. per day with fuel, maintenance, insurance, fitness and excluding Driver.	(In figures)	(In words)		
2	Rate per extra Km. beyond 2000 km. per month.	(In figures)	(In words)		
3	GST				
Name, Address of the Contactor					