

	<b>Bharat Heavy Electricals Limited</b> ( A Government of India Undertaking) <b>BOILER AUXILIARIES PLANT</b> <b>RANIPET - 632 406, INDIA</b>	Phone No: 04172-284259,284698 FAX No: 04172-241176 E-mail: drbabu@bhelrpt.co.in mpcsekhar@bhelrpt.co.in
---	---	--

**WORKS CONTRACT MANAGEMENT DEPARTMENT**

REGISTERED POST WITH ACK.DUE

<b>INVITING TENDER</b>	
Tender Notice No	<b>9870027E, DT: 30.08.2017.</b>
Name of work	Hiring 1 no. of Tractor with tipping type Trailer (Commercial type vehicle) with driver for transportation of sanitation waste/garbage inside BHEL Township for 12 hrs operation per day, on monthly rental basis.
Type of tender	Open tender (Two part Bid).
Period of contract	Two Years. (Tentatively from <b>26.10.2017</b> )
Earnest Money Deposit (EMD) Amount	Rs.13,100/- (Rupees Thirteen thousand one hundred only)
Last date & Time for Receipt of the Tender	<b>21.09.2017 at 14.00 Hrs.</b>
Date of Technical bid Opening	<b>21.09.2017 at 14.30 Hrs. on wards.</b>
<b>(Please obtain updated information from the BHEL website about the latest applicable dates &amp; other changes if any in the tender contents)</b>	
Date of Price Bid Opening	Bidders whose technical bids are found acceptable will be intimated separately about the status of their offers and the date of opening of Price Bid.
Place of submission of Tender	Tender Box placed in WCM Department (ENGG. Building –Ground Floor(West side), BHEL –BAP- Ranipet – 632 406.
Address on the Sealed Tender Cover to be:	<b>DGM/ WCM DEPARTMENT, ENGG. BUILDING –GROUND FLOOR(WEST SIDE), BHARAT HEAVY ELECTRICALS LIMITED, RANIPET , VELLORE DISTRICT, TAMILNADU– 632 406.</b>
Venue of the Tender Opening	<b>WCM Department</b>
<p><b>Note:</b></p> <ol style="list-style-type: none"> <li>The Tender documents can be down loaded from BHEL website (<a href="http://www.bhel.com/tender/list_tender.php">http://www.bhel.com/tender/list_tender.php</a>) and Govt. tender web site: <a href="http://tenders.gov.in/">http://tenders.gov.in/</a> and also in Central Public Procurement Portal (CPP) website: <a href="http://eprocure.gov.in/epublish/app">http://eprocure.gov.in/epublish/app</a></li> <li>Interested bidders may alternately collect hard copy of tender specification documents at free of cost from WCM Dept / BHEL / Ranipet on all working days (between 10.00 to 15.00 hrs) .</li> <li>BHEL reserves the right to accept or reject any or all tenders without assigning any reasons whatsoever.</li> <li>All corrigenda, addenda, amendments, clarifications etc. to tender specification will be hosted in the BHEL website (<a href="http://www.bhel.com">www.bhel.com</a> &gt; <b>Tender notifications &gt; view corrigendum</b>) only and not in the news papers. <b>Bidders shall keep themselves updated with all such developments.</b></li> </ol> <p>BHEL reserves the right to reject any tender on the basis of unsatisfactory performance of the bidder in any on going job or any similar job in the past.</p>	

DGM / WCM  
(ISSUING OFFICER)

**INDEX**

CHAPTER	DESCRIPTION	PAGE NO
(1)	QUALIFICATION REQUIREMENTS (QR)	<u>3</u>
(2)	CHECKLIST TO BE FILLED BY THE BIDDER	<u>4</u>
(3)	SPECIAL INSTRUCTIONS TO THE TENDERERS	<u>5</u>
(4)	SPECIAL CONDITIONS TO THE TENDERS	<u>12</u>
(5)	UN – PRICE BID	<u>22</u>
(6)	PART – II – PRICE BID	<u>23</u>

**QUALIFICATION REQUIREMENTS (QR):**

S NO	DESCRIPTION	BHEL REQUIREMENT	VENDOR CONFIRMATION
1	EMD	Rs.13,100/-	
2	Type of Vehicle	Tractor & Tipping type trailer (Commercial Type), Minimum size of trailer shall be Length 4.2 MR x Width 1.8 MR x Height 1.2 MR	
3	Ownership	Own / Lease / Partnership are acceptable.	
4	Document copies required	1) a) If owned – RC copy of the vehicle shall be submitted. b) If Leased – RC copy & Lease agreement as per format in <a href="#">page 20</a> shall be submitted. c) If partnership – RC copy & Bond undertaking as per format in <a href="#">page 19</a> shall be submitted. 2) Valid FC details of the vehicle 3) Valid Insurance Policy of the vehicle 4) Valid Tax payment details of the vehicle. 5) Valid Permit details of the vehicle.	

***Those who are unable to comply the above points / unable to provide any of the above documents shall be technically rejected and the price bid of the rejected offerers will not be opened. Offers of the Contractors/Suppliers, against whom, any unit of BHEL had initiated process for “Suspension of Business dealings” or already done will summarily be rejected.***

1. Vendor has to submit the comprehensive insurance policy. However, in case of submission of Liability policy, they have to give an under taking (before price bid opening) confirming for submission of Comprehensive insurance in case of becoming L1 bidder before award of work. Those bidders who fails/non confirmation of above, those offers will be technically rejected and their price bids will not be opened.
2. Vendor shall visit the BHEL, Ranipet before submitting their offer to get to know the location, nature of work involved and if any.
3. BHEL reserves its right to reject the tender on account of unsatisfactory past performance by the bidder in other projects awarded under different enquiry.

**Note: BHEL has now made arrangements for payment of EMD thru“ Online. The steps to make online payment is detailed as below:**

- 1) Visit <https://www.onlinesbi.com/prelogin/collecthome.htm>
- 2) Click “Proceed” button
- 3) Select “Tamilnadu” in the drop down menu under „State of Corporate/Institution \*”
- 4) Select “PSU-PUBLIC SECTOR UNDERTAKING” in the next drop down menu under “ Type of Corporate/Institution”
- 5) Click “Go” button
- 6) Select “BHEL BAP RANIPET “in the drop down menu under “PSU-PUBLIC SECTOR UNDERTAKING”
- 7) Click “Submit” Button
- 8) Select “EMD” in the drop down menu under “Select Payment Category”
- 9) Now Fill in the required details and ensure correctness of data filled. Ensure that you are entering correct enquiry/tender number and other details correctly.
- 10) Make payment for EMD as required in tender after entering the details and enclose copy of receipt along with tender documents.

**CHECK LIST (TO BE FILLED BY THE TENDERER)**

1. Name of the Tenderer :
2. Address for Communication with Mail ID :
  
3. Telephone & Mobile No. :
4. Details of experience in running Tractor :
5. Registration No. of the vehicle :
6. Whether the vehicle is owned/Leased\* : Owned / Leased
7. If leased, Lease document is attached\* : Yes / No
8. Name and address of the Registered Owner:
  
9. Make, Model of the vehicle & date of first registration :
10. Date of expiry of validity of the permit :
11. Name and address of the Insurance Co. :
12. Comprehensive Insurance Policy No ref. :
13. Date of expiry of policy :
14. Name of Driver :
15. Driving license No. :
16. Date of expiry of the driving license validity :
17. Date of expiry of FC :
18. Details of cases, Civil/Criminals/others, if any, filed by or against the vehicle operator and pending on the date of tender. :
19. Has the Firm/ Proprietor or partners or directors been convicted of any criminal offence by any competent court. If so furnish particulars. :
20. Is the offered Tractor owned by BHEL employees, or their dependents, or their relatives? if yes, furnish details :

\*tick the appropriate

**EMD payment details : DD No \_\_\_\_\_ Dt \_\_\_\_\_**

**Amount Rs. 13,100/-**

[Back to Index page](#)

**SPECIAL INSTRUCTIONS TO THE TENDERERS**

1. Tenders must be submitted in sealed covers and should be addressed to **DGM/WCM, BHEL/BAP/RANIPET-632406**, with full name and address of the tenderer and the name of the work being super scribed on the cover.

2. Late offers & incomplete offers shall become liable for rejection.

3. The tender shall be submitted as given below.

- **Cover-1** shall contain the EMD alone. Tender without EMD / without MSME valid certificate(as per MSE Clause listed in **point no.37**) will be summarily rejected.
- **Cover-2** shall contain the techno-commercial bid (**Page 1 to 22**) and all relevant documents.
- **Cover-3** shall contain only the price bid.**(Page 23)**

Each of the above covers shall be super scribed with tender number, respective cover content detail as EMD, Technical bid, Price bid and withfull name and address of the tenderer.

Finally, all the above three covers shall be put in one single large cover and super scribed with the tender number, due date, name of the work and with full name and address of the tenderer.

**4. At the time of tender opening,**

- Covers containing EMD / MSME valid certificate(as per MSE Clause listed in **point no.37**), alone shall be opened first. Tenders received without earnest money deposit in full or part, in the form prescribed shall be summarily rejected.
- **Techno commercial bids of such of those tenderers who satisfy EMD requirements alone will be opened next.**
- **Price bids will be opened, after evaluation of suitability of technical bids.**
- If any of the tenders not fulfilling the Qualifying Requirements (QR) or non submission of valid documents within the time limit prescribed by BHEL, their offer shall be rejected.
- ***The date & time of opening of price bid will be intimated to those tenderers who are technically qualified.***

***5. The vehicles offered by the tenderers who have been short listed for award of work, may be inspected at the discretion of BHEL for the condition and up keep of the vehicle after price bid opening & prior to the award of contract. BHEL shall not pay any additional charges for bringing the vehicle for inspection. The physical condition of the vehicle, engine noise and tyre condition shall be checked during inspection.***

6. If the successful bidder is not able to provide the originally offered vehicle, they will be allowed to arrange any other vehicle with same capacity, registered on or after the registration date of the originally offered vehicle.

7. All entries in the tender documents should be in one ink. Erasures and over-writings are not permitted. All correspondences and insertions should be duly signed by the tenderers concerned.

8. Tenderers should fill their rates in figures and words in the blank spaces provided for this purpose in the schedule of rates format enclosed along with these documents and also sign each and every page of the tender documents.

9. The tenderer should fill and sign the checklist which is enclosed with this Tender document **page no 04**. This should be enclosed along with the technical bid.

## **ENQUIRY NO.9870027E**

- 10. Conditional tenders, tender containing absurd rates and amounts, tenders which are incomplete or other wise considered defective and tenders not in acceptance with the tender conditions laid down by the Accepting Officer, are liable for rejection.**
11. In quoting the rate, the tenderers are advised to take into account of all the factors including any fluctuations in the market rates etc. No claim shall be entertained on this account after acceptance of the tender or during the currency of the contract.
12. The rate quoted in the tender shall remain valid for a period of three months from the date of opening of tender.
13. Earnest Money Deposit (EMD) of **Rs.13,100/-** (Rupees Thirteen thousands one hundred only ) in the form of Demand Draft (DD) drawn from any nationalized bank, in favor of **“BHEL, Ranipet”** payable at SBI, Mukundarayapuram Branch (Code 7013)/ Pay online (<https://www.onlinesbi.com/prelogin/collecthome.htm>-Please ref: Page no.3, Note). EMD in any other form will not be accepted. If vendor have their valid MSE Certificate, EMD need not to pay for this work.
- 14. "No interest shall be payable by BHEL on Earnest Money or Security Deposit, if applicable, or any money due to the Contractor by BHEL." "BHEL shall have the right to recover any money due from the contractor from any money due to the contractor under this contract or any other contract or from the security deposit."**
15. If a tenderer withdraws his offer after submission or after acceptance, fails to provide the vehicle in accordance with the instructions of the Manager/M&S, Cranes &Transport, the earnest money deposited by him will be forfeited and acceptance of his tender will be withdrawn.
16. The Bharat Heavy Electricals Limited, reserves the right to reject any or all the tenders received or accept any tender or part thereof without assigning any reason there for.
17. Tenders submitted by post should be sent through “REGISTERED POST WITH ACKNOWLEDGEMENT DUE/Speed Post/Courier”. The tender should be posted with due allowance for any delay in postal delivery. The tenders received after the due date and time schedule specified in the tender will not be considered for further processing.
18. The contractor’s responsibility for this contract shall commence from the date of issue of order of acceptance of his tender.
19. The earnest money deposited by the successful tenderer will be retained towards Security Deposit for the due fulfillment of the contract.
20. In the case of unsuccessful tenderers, the earnest money will be refunded normally within 15 days of acceptance of award of work by the successful tenderers.
21. Unless the contractor whose tender is accepted, signs the contract agreement within seven days of the date of the order directing him to do so, the amount of EMD already deposited by him will be forfeited and acceptance of his tender shall be withdrawn.

### **22. SECURITY DEPOSIT:**

SECURITY DEPOSIT shall be collected from the successful tenderer. The rate of security deposit will be as below.

### **5% OF THE CONTRACT VALUE**

The security deposit shall be furnished before start of work by the contractor.

**ENQUIRY NO.9870027E**

**23. The security deposit may be furnished in any one of the following forms.**

- i) Cash (as permissible under the Income Tax Act)
  - ii) Pay order, Demand Draft in favour of BHEL.
  - iii) Local cheques of scheduled banks, subject to realization.
  - iv) Securities available from Post Offices such as National Savings Certificate, Kisan Vikas Patra etc (certificates should be held in the name of contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).
  - v) Bank guarantee from scheduled banks / Public Financial Institutions as defined in the companies Act. The bank guarantee format shall have the approval of BHEL.
  - vi) Fixed Deposit Receipts issued by scheduled banks / Public Financial Institutions as defined in the companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.
  - vii) Security Deposit can be also recovered at the rate of 10% from running bills. However in such cases at least 50% of the security deposit shall be furnished before start of the work and the balance 50% may be recovered from the running bills.
  - viii) EMD of the successful tenderer will be converted and adjusted against security deposit.
  - ix) The security deposit shall not carry any interest.
24. Security deposit shall be refunded only after successful completion of the contract to BHEL's satisfaction on submission of "No demand certificate".
25. Should a tenderer or a contractor has a relative or in the case of a firm or company of contractors, any of its shareholders or shareholder's relative, employed in Bharat Heavy Electricals Ltd, the authority inviting tenders shall be informed of this fact at the time of submission of the offer, failing which the offer may be disqualified or if such fact subsequently come to light, the contract may be cancelled.
- 26. BHEL employees and their dependents are NOT eligible to submit their offer against this contract. Even if they submit out of ignorance the offer shall be disqualified.**
27. If a tenderer expires after submission of his tender, the Bharat Heavy Electricals Ltd, may be at their discretion to cancel such tender.
28. BHEL will not bound by any power of Attorney granted by the tenderer or changes in the composition of the firm made subsequent to the execution of the contract. They may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contract concerned.
29. If the contractor deliberately, gives wrong information in his tender or creates conditions favorable for the acceptance of his tender. Bharat Heavy Electricals Limited reserves the right to reject such tender at any stage.
30. The expenses for completing and stamping the agreement shall be to the contractor's account.
31. The general and special conditions of contract are complementary to each other and where they are in conflict, the special conditions shall prevail. In regard to matters not covered by the General or Special conditions of contract, those contained in the specifications approved by BHEL, shall apply.
32. Tenderers shall not increase their quoted rates incase BHEL negotiate for reduction of rates, such negotiations shall not amount to cancellation or with drawn of the original offer and the rates originally quoted shall be binding on the tenderers for a period of three months from the date of opening of tenders.

- 33. Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.
- 34. The “GENERAL CONDITIONS AND INSTRUCTIONS TO TENDERERS AND SPECIAL CONDITIONS TO THE TENDERER” shall be deemed to form an integral part of contract for the work to be entered into.
- 35. The tenderer should be present if called for negotiation. In case, the tenderer’s authorized person is attending the negotiation such person should have the authorization letter and he should be capable of taking spot decisions.
- 36. In case if the vendor is not interested in submitting offer against this tender, the vendor should return all the tender papers with a covering letter stating the reasons for not submitting offer.

**37. If vendor have their MSE Certificate, EMD need not to pay for this work.**

**MSME CLAUSE:-**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(as below) 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 last 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.

All MSE suppliers shall continue to be in PMD with MSE status based on the EM II certificate or valid NSIC certificate.

Any new supplier will be eligible for registration with BHEL as MSE supplier provided at least any one of the following documents are submitted along with application for registration.

- a) Valid NSIC certificate or
- b) Entrepreneurs Memorandum part II(EM II) certificate ( valid based on deemed validity of 5 years ) or
- c) EM II certificate along with attested copy of CA certificate( as per prescribed format as below applicable for the relevant financial year(latest audited) , where the deemed validity of EM II is over.

However credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers as per clause9ii) at the time of tender evaluation.

**Certificate by Chartered Accountant on Letter head**

This is to certify that  
M/s.....,  
(hereinafter referred to as ‘Company’) having its registered office at.....  
..... is registered under MSMED Act  
2006,(Entrepreneur memorandum No(Part-II)..... dtd:.....  
Category:.....(Micro/Small).(Copy enclosed)

**ENQUIRY NO.9870027E**

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

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

**(Strike off whichever is not applicable)**

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

Or

The company has been graduated from its original category(Micro/Small)(Strike off which is not applicable) and the date of graduation of such enterprise from its original category is .....(dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O.No.3322(E) dated 01-11-2013 published in the gazette notification dated 04-11-2013 by Ministry of MSME.

Date:

(Signature)

Name-

Membership number

Seal of Chartered Accountant

Signature of the Tenderer with seal  
**(Authorized Signatory)**

**38. a) Arbitration**

- i) All disputes between the parties to the Contract, arising out of or relation to the Contract shall after written notice by either party to the Contract to the other party be referred to the sole Arbitration of Executive Director, BAP or any designate nominated by the Executive Director of BHEL in his sole discretion.
  - ii) The venue of Arbitration shall be Ranipet, Tamil Nadu. The arbitrator may hold meetings for convenience in such a place or places discretion.
  - iii) The award of the Arbitrator shall be final, conclusive and binding on both parties to the Contract.
  - iv) The Contractor shall, not with standing any disagreement, dispute, protest, request for arbitration, court or other proceedings, continue to perform the Services in accordance with the determinations, instructions and clarifications of BHEL
- b) Subject to the above, the appropriate court in Ranipet shall have the exclusive jurisdiction over any disputing arising out of or in connection with this Contract.

**c) Risk Purchase**

- i) In case of any neglect or refusal on the part of the Contractor to:
- commence the Contract, or
  - provide sufficient labour for the Contract or
  - if in the opinion of BHEL, the Contract performed by the Contractor are not satisfactory, or
  - if the Contractor fails to carry out the Contract or as per instructions of the BHEL or officer authorized by it,

BHEL shall have the right to have the Work done by any means, including by engaging a new contractor, at the Contractor's sole risk and expenses.

- ii) The above shall be without prejudice to any other remedy that may be available to BHEL whether as per law, contract, equity or otherwise.
- iii) In the event, the cost of the work so done (as certified by BHEL which is final and conclusive) is less than the Contract cost, the advantage shall accrue to the BHEL and if the cost exceeds the money due to Contractor under the Contract, the Contractor shall either pay the excess amount ordered by BHEL or the same shall be recovered from the Contractor by other means.

- d) Contractor shall indemnify and keep indemnified BHEL, its other contractors and/or sub-contractors and its/their employees from all actions, proceedings, suits, claims, demands, liabilities, damages, losses, costs, charges, expenses, judgments and fines arising out of or in the course of, or caused by the execution of work under the Contract or other obligations hereunder directly or indirectly associated herewith which may arise due to:

- i) Breach of law by the Contractor, or any of its sub-contractor, or any of their respective employees.
- ii) Negligence or willful default by the Contractor, or any of its sub-contractor, or any of their respective employees.
- iii) Failure by Contractor to proceed with Project in accordance with the determinations, instructions and clarifications of Company pending disagreement, dispute, protest, request for arbitration/ court proceedings
- iv) Loss of property or death of any employee of BHEL or of its other contractors/ sub-contractors.

The above shall be without prejudice to any other remedy that may be available to BHEL whether as per law, contract, equity or otherwise.

**39. FORCE MAJEURE CLAUSE:-**

If, at any time during the continuance of this Contract the performance in whole or in part by either party of any obligations under this Contract shall be prevented or delayed by reason of any War, Hostile acts of the public enemy Civil Commotion, Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, Earth Quake etc.) then provided notice of happening of any such event is given by either party to other within 7 days from the date of occurrence there for neither party shall by reason of such event be entitled to terminate this Contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist.

If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event, claims for extension of time / waiver of penalty/liquidated damages shall be granted for periods considered reasonable by AGM/M&S subject to prompt notification by the contractor.

**40. All corrigenda, addenda, amendments, time extensions clarifications, etc., to the tender will be hosted on BHEL website (www.bhel.com) only. Bidders should regularly visit BHEL website to keep themselves updated.**

**41. Multiple Bids:**

The bidder in his own interest shall submit only one bid. If a bidder submits Multiple bids, all the bids are liable for rejection. Bids shall be considered "Multiple" in the following circumstances:

- a) Two bids by the same party.
- b) If one bidder is the Affiliate of another bidder.

For the purpose of this clause "Affiliate" shall mean with respect to any Person, any other Person that, directly or indirectly, controls, is controlled by, or is under direct or indirect common control with, such Person, or is a director/ member / officer/ employee of such Person or of any Person who would otherwise qualify as an Affiliate of such Person pursuant to this definition;

"Person" for the purposes of this definition shall mean any natural person, individual, corporation, limited partnership, co-operative, general partnership, joint stock company, joint venture, association, company, trust, bank, trust company, land trust, business trust, corporate body or other organization, whether or not a legal entity."

**42. Fraud Prevention Policy:**

The bidder along with its associate / collaborators / 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 fraud or suspected fraud as soon as it comes to their notice.

**43. Suspension of Business Dealings:**

The bidder along with its associate / collaborators / sub-vendors / consultants / service providers shall strictly adhere to "Guidelines for Suspension of Business Dealings with Suppliers/ Contractors" AA/MM/SB/01 Rev: 02, Dt.22.07.2016 displayed on BHEL website <http://www.bhel.com>. ([http://www.bhel.com/vender\\_registration/pdf/Suspension\\_guidelines\\_adbridged.pdf](http://www.bhel.com/vender_registration/pdf/Suspension_guidelines_adbridged.pdf))

**44. SET OFF Clause:** "BHEL shall have the right to recover any money which in the sole opinion or BHEL is due from the Contractor from any money due to the Contractor under this Contract or any other contract or from the Security Deposit furnished by the Contractor under this Contract or any other contract. "

45. "Notwithstanding anything to the contrary, including, but not limited to, provisions relating to extension of time and compensation/or delay, time shall be the essence of the Contract."

46. The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site [www.bhel.com](http://www.bhel.com).

[Back to Index page](#)

**SPECIAL CONDITIONS TO THE TENDER:**

1. **Scope of Work:** *The vehicle shall run in and around BHEL Township. Vehicle reporting point : Incharge / Civil / BHEL Township / Ranipet 632406. The garbage dumping area will be only in & around BAP Township. Number of trips : 8 to 10 trips approx., consisting of both UP & DOWN movement. Occasionally extra TWO trips may be required depending upon the excessive Garbage accumulation due to withering of leaves. The vehicle movement will be around 40 to 50 Kilo metre per day approximately. Distance may vary depending on BHEL's requirements.*
2. The tender is floated on two part bid basis i.e., (1) Techno commercial bid and (2) Price bid.
3. In case if the Tenderer is a Registered Partnership Firm, it is sufficient if the vehicle is owned by one of the partners of the Partnership Firm. In such case, the Tenderer shall enclose a Letter of Undertaking from all the Partners of the Firm as per Annexure (page 19).
4. The lowest rate quoted by the vendor shall be taken as L1 and the L1 vendor shall be considered for the award of work.
  - i. In case, there is no differentiation in the rates of more than one bidder and as a result if there exists more than one lowest bidder (L1), L1 rank shall be decided based on the details given below.
    - a) Latest registered vehicle shall be ranked first.
    - b) If more than one vehicle is registered on the same date, the latest manufacturing date shall be ranked first.
    - c) If more than one contractor has offered same date registered vehicle with same manufacturing date, then existing contractor shall be ranked first.
    - d) In the absence of previous/current performance records of first time bidders, the loading will be decided based on the other factors like vehicle model, and fitness conditions.
5. BHEL reserves the right to use the vehicle as per requirement.
6. The vehicle is required for a contract period of **Two years**. Tenderers should fill in their rates in the blank space provide for this purpose in the Schedule of Rates enclosed along with these documents. The period of contract is likely to be extended subject to mutual agreement between BHEL and the contractor. In case of such extension, the terms and conditions and hiring charges agreed already will remain same for the extended period also.
7. The vehicles shall be operated for twelve hours per day normally from 06.00 Hrs to 18.00 Hrs. However the reporting and releasing time for the vehicle is likely to vary as per the requirements of BHEL.
8. The vehicle shall be reported in full readiness for the entire day's operation in respect of fuel availability and readiness of the driver.
9. The vehicle shall report for duty in all days of the month (including Sundays and holidays, if required by the user).
10. In case the vehicle is not required on any of the Sundays or holidays, the same will be informed to the contractor verbally by BHEL and the attendance will be treated as present for the purpose of payment process.
11. The vehicle should report to civil township at the end of shift positively and get incharge's signature for closing the trip sheet of the day, otherwise payment will not be made for that day.

## ENQUIRY NO.9870027E

12. The contractors should not sell their vehicles, or cancel the lease agreement /agree to cancel the lease agreement without prior permission of BHEL.The contractor should not sub-contract the operation of the vehicle.

### Recovery and penalty

13. During the contract period, if the contractor is not able to provide the four wheeler goods carrier on any day, prevailing market hire charges for the same type of vehicle will be recovered even if the alternate vehicle is not booked by BHEL or the actual cost incurred in getting the alternate vehicle of same or higher segment subject to availability for the absence day(s) will be recovered in addition to penalty of Rs.500/- per day will be recovered from the contractor.
  - (a) For part of the days absence up to 06 hours, pro rata hire charge along with a penalty of Rs. 250/- will be recovered from the contractor.
  - (b) Absence exceeding 06 hours in a day will be treated as full day absence and recovery will regulated as stated above.
14. However, during absence / break down, contractor will be permitted to provide alternate vehicle in good condition for a day or two with prior permission of BHEL, in which case recovery **as per clause 13 will not be levied.**
15. In case of non availability of diesel during working hours / refusal of work, if any, shall be treated as full day absence & penalty shall be levied as per **clause 13.**
16. ***In case of sudden stoppage of Vehicle services by the contractor , same will be treated as suo-moto forced termination of the Contract by the Contractor himself. In the event of such contract termination, the security deposit paid by the contractor will be forfeited and BHEL reserves the right to take appropriate action against the Contractor.***
17. The contractor will be allowed to avail one day leave, during the FC period, for which penalty will not be levied **as per clause 13.** However, the hire charges will not be made for the same. The contractor shall obtain prior permission to avail the leave from **Civil Township official** with necessary proof of relevant documents. If more than one day is taken, the contractor has to arrange alternate vehicle, otherwise recovery/penalty **as per clause 13** will be levied for the additional leave availed.
18. During the contract period the vehicle shall be maintained by the contractor always in good running condition to the fullest satisfaction of BHEL and BHEL reserves the right to terminate the contract in case if they are not maintained well.
19. ***BHEL reserves the right to reduce the contract period (pre-close the contract), with 30 days notice period depends on the requirement / without assigning any reason. Security Deposit will be refunded, if the contract is pre-closed for non-requirement of vehicle by BHEL.***
20. The contractor shall be responsible for obtaining necessary comprehensive/third party insurance policy, appropriate driving license with proper endorsement etc, and complying with all the statutory requirements including labour laws that may be necessary in this respect. BHEL will not be responsible for any consequences out of any violation of rules or acts by the contractor. If BHEL is liable to pay any such amount due to violation of the relevant laws by the contractor the amount so paid would be recovered from the contractor.
21. The contractor shall pay necessary taxes and keep the fitness certificate for the vehicle valid during the contract period.

**ENQUIRY NO.9870027E**

22. The contractor shall check for exhaust emission test and obtain fitness for their vehicle once in 6 months in meeting the statutory norms laid by Tamil Nadu Motor Vehicle Rules.
23. The driver should keep the copy of relevant documents (Driving license, Road tax token, Registration Certificate, Insurance, Fitness Certificate, and Permit etc.) with the vehicle and produce as and when required by us or any government transport authorities. In case the original documents are required for verification it should be produced on demand.
24. Subject as aforesaid the provisions of the Motor Vehicle Act or any statutory modification or amendments or re-enactment there of and the rules made there under from time to time have to be followed by the contractors.
- 25. The contractor shall take Comprehensive Insurance Cover including unlimited third party property damage insurance cover for the vehicle during the contract period.**
26. The contractor shall at his own expense reinstate and make good to the satisfaction of the BHEL management and pay compensation for any injury to any person, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employees of BHEL.
27. THE INJURY or LOSS arising out of or in connection with or during the execution or performed execution of the contract and further the contractor shall indemnify the BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL where BHEL is a private person, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the workmen's compensation Act or other wise.
28. Proper trip register for vehicles as required by BHEL shall be maintained by the contractor's driver and the same shall be submitted to BHEL daily and all the time.
29. It is the responsibility of drivers to get filled all the columns in the trip register and got signed by the user and certified by the transport pooling in charge. In case of loss of original trip register, BHEL reserves the right not to entertain the claim
30. The driver of the vehicle should compulsorily wear KAKHI UNIFORM (PANT & SHIRT) during operational hours with BHEL. If the driver of the vehicle is found without uniform a sum of Rs.100/- will be deducted for each occasion. Drivers without Kakhi uniform shall not be allowed to drive the vehicle.
31. The vehicle engaged will be checked up by BHEL Security personnel as and when required.
- 32. The driver should follow strictly the motor vehicle rules and safety rules like :**
  - a. Not to overtake from the left side of any vehicle ahead of his car.
  - b. Not to go on the wrong side while taking turn to the right without going around the island.
  - c. Exhaust emission test to be conducted once in 6 months as per statutory norms and should obtain fitness certificate for plying the vehicle.
  - d. While driving cell phone should not be used by the driver. Cell phone may be attended after halting the vehicle at one place without affecting the road traffic.
  - e. Inside township premises the vehicle should be operated at a speed of 20Kmph strictly.
  - f. Driver shall wear safety shoes. All the personal protective equipments shall be provided by the contractor.
  - g. The driver shall carry out the work as per the instructions of the pooling incharge.
  - h. The driver shall follow the terms and conditions of the contract.

Violation of any of the above will attract a penalty of Rs.500/- for each occasion and deducted from the running bills or from the Security deposit without any prior information to the contractor.

**33. Payment terms: GST compliance Bills shall be raised by the contractor (Printed format with Sl. No. only accepted) after the expiry of the concerned month and submitted in triplicate in the format given by BHEL. Payment will be made to the contractor through NEFT/RTGS within 30 days from the date of receipt of clear bill & complying all statutory requirements with due certification by the concerned department or authorized official of BHEL.**

34. In case of breach of any or whole of the above terms and conditions by the contractor BHEL will have the liberty to cancel the registration and contract either in part or in full and entrust in part or in full of the work to any other contractor and the contractor shall be liable to pay extra cost involved in the execution of cancelled part of the contract.

35. The vehicle should report to Canteen at the end of shift positively and get incharge's signature for closing the trip sheet of the day, otherwise payment will not be made for that day.

36. No contract vehicle shall remain parked in the company premises including township area beyond the permitted shift duty hours. Non compliance will attract action as per company rules.

**37. The Vehicle operator shall furnish**

- i. Details of cases, Civil/Criminals/others, filed by or against the tractor operator and pending on the date of tender.
- ii. Has the Firm/ Proprietor or partners or directors been convicted of any criminal offence by any competent court. If so furnish particulars.

38. The contractor should follow all statutory requirements enforced by State Government, like PF, ESI, and Bonus etc., for his labours. While quoting rates the above factors should be taken into consideration. Only after full filling above formalities, bills shall be passed for payments.

39. The current minimum wage as fixed by the Government of Tamilnadu for USW and BHEL insisted additional payment of Rs.3200/- per month shall be paid by the contractor to the driver. Payment shall be made for all days including Sunday & Holidays.

**40. Discrepancy in "words " & " Figures "**

a) If, in the price structure quoted for the required goods/services/works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.

b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.

d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

41. The contractor has to follow the below mentioned without fail.

- a. Minimum wages as announced by the government from time to time to be paid as applicable to the labours engaged

Description	For Unskilled Worker (Rs.)	For Semi skilled Worker (Fresh ITI) (Rs.)	Skilled Worker ( ITI Holder with 3 years Experience / Diploma Holder / BE Holder) (Rs.)
Basic Pay as on 01.04.2017	3,600 pm	3,840	4,050
Dearness allowance as on 01.04.2017	5,417 pm	5,417	5,417
BHEL Adhoc (2000 + 1200) per month	3,200 pm	3,700	4,100
Total wage per month	12,217 pm	12,957	13,567

- b. For work extending beyond prescribed shift working of 8 hours, overtime as applicable shall be paid.
- c. Annual Bonus shall be paid @ 8.33% of the annual Wages.
- d. P.F., and E.S.I contributions to be made at the prescribed rates on wages paid
- e. Shall arrange to provide E.S.I medical cards.
- f. Monthly wage slip to the labours
- g. Annual slip for the P.F. contribution to be issued
- h. Annual returns for the P.F. and E.S.I payments to be filed
- i. Safety and Personal Protective Equipments are to be provided
- j. Maintain the following registers
  - i. Attendance register
  - ii. Wage register
  - iii. Over time register
- h) Payment to the contract workers shall be made through bank only.

**42. GST :****Registration & GST Rate**

1. Bidder should indicate GSTIN No. (Copy of GST registration to be enclosed) and PAN No. (copy of PAN to be enclosed).
2. Tender will be considered/ accepted, if & only if the vendor has a valid GST Registration No.
3. Central Tax/ State Tax/ Integrated Tax/ Union Territory tax to be quoted as extra in %.
4. Bidders to ensure correct applicability of Central Tax/ State Tax/ Integrated Tax/ Union Territory tax based on the Inter / Intra state movement Supply of goods and provision services or both.

**Invoicing & Payment**

5. The Tax Invoice for supply of Goods & Services should be raised as per the provision of GST Act & Rules and must compulsorily mention the following :-
  - a. BHEL-RANIPET GSTIN: 33AAACB4146P2ZL or GSTIN of BHEL Nodal Agency as mentioned in NIT or informed subsequently.
  - b. HSN Code or Service Accounting Code for supply of goods or services.
  - c. Name & address of supplier
  - d. GSTIN of Supplier
  - e. Consecutive Serial Number & date of issue

## **ENQUIRY NO.9870027E**

- f. Description of goods or services
  - g. Total value of supply
  - h. Taxable value of supply
  - i. Tax Rate – Central Tax & State Tax or Integrated Tax, Cess
  - j. Amount of Tax charged
  - k. Place of supply
  - l. Address of delivery if different from place of supply
  - m. Signature of authorized signatory
6. Reimbursement of GST to the vendor is contingent upon complying with the following condition by the service provider:-
- i. Uploading the onward GST Return (**GSTR-1**) in GSTN Network portal within the statutory time period.
  - ii. Discharging the GST tax liability to the Government.
  - iii. Submission of Tax Invoice to BHEL.
  - iv. Submission of proof of payment of GST to BHEL.
  - v. Availment of Input Tax Credit by BHEL.

### **Input Tax Credit**

7. In case GST credit is delayed/ denied to BHEL, due to non/delayed receipt of goods and/or services and/or tax invoice or expiry of timeline prescribed in GST Law for availing such ITC, or any other reason not attributable to BHEL, GST amount shall be recoverable from Vendor along with interest & penalty levied/ leviable.
8. 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 & penalty levied/ leviable on BHEL.
9. In case of discrepancy in the data uploaded by supplier in the GSTN portal or in case of any incomplete work/service, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal).
10. For any such delay in availing of tax credit for reasons attributable to vendor (as mentioned above), interest as per the GST Act & Rules, along with penalty, if any will be deducted for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills.

### **Penalty for Non-compliance of GST Act**

11. Penalty amount so determined along with GST if applicable thereon shall be recovered from the contractor.

### **Anti-profiteering Measure**

12. Any reduction in rate of Tax on any supply of goods or services or the benefit of input tax credit shall be passed on to the recipient by way of commensurate reduction in prices.

### **Other Provision**

13. The agency should quote the applicable taxes and duties in the technical bid (part-A) as well as in price bid (part-B).

**ENQUIRY NO.9870027E**

14. All the terms & conditions of the contract with respect to Taxes & Duties are subject to the new taxation laws introduced from time to time (e.g., GST). The terms & conditions will be modified in accordance with the provisions of new laws (e.g., GST).
15. The Prices quoted above must be inclusive of all taxes and duties and exclusive of GST, which will be payable extra as per applicable rules and subject to Submission of documentary evidence.
16. **In case any changes in taxes and duties as per Gov. Notification (including GST), the same shall be applicable from time to time.**
17. **If the Contractor is not registered for any statutory obligation and not liable there to, then a declaration shall be submitted along with offer that they are within the threshold limit.**

**The following details to be furnished by the bidder:**

<b>S.No.</b>	<b>Details</b>	<b>To be filled by the bidder</b>
1	GSTIN No. (Copy to be enclosed)	
2	PAN No (Copy to be enclosed)	
3	HSN Code & SAC Code (Copy to be enclosed)	

[Back to Index page](#)

**LETTER OF UNDERTAKING**

(To be submitted In Stamped Bond paper of value Rs.20/- for each vehicle)

We, (Insert name of the partnership), having its office at (Insert place of registered office), do hereby state as follows:

1. We undertake that the (Insert Type & Model of Tractor &Tipping type Trailer) bearing registration number (Insert) and (insert other details as may be necessary) is registered in the name of (insert name) who is one of the partners of the (insert name of thepartnership)
2. We undertake that the said Tractor &Tipping type Trailer is a property of the partnership firm and we undertake to use the Tractor & Tipping type Trailer strictly for purposes relating to the Contract and shall not use the Tractor & Tipping type Trailer in any manner that would affect our ability to perform the Contract with BHEL.
3. We undertake that if we are awarded the Contract we will perform our obligations in accordance with the Contract and instruction of Bharat Heavy Electricals Limited, Ranipet.

Signed on (insert) day of (insert), 2017 at Ranipet

(Signature of partner with seal)

(Signature of partner with seal)

(To be notarized)

**LEASE AGREEMENT**

(To be submitted in stamped Bond paper of value Rs.20/- for each Vehicle)

This agreement for lease made on this \_\_\_\_\_ day of \_\_\_\_\_ 2017 between :-

- 1) \_\_\_\_\_(Owner of vehicle Name & Address), herein referred as a Licensor of the one part.
- and
- 2) \_\_\_\_\_( Leased person Name & Address), herein after referred as Licensee of the other part as follows:-

The Licensor is the owner of the vehicle bearing registration No.\_\_\_\_\_. The Licensee has approached the licensor to permit him for 26 months **from 20.10.2017 to 19.12.2019** take the vehicle for lease to carry out his transport activities using the vehicle for his business activities.

All the repair and maintenance of the vehicle to be taken care by the Licensee during the lease period.

The vehicle is given to the licensee on lease for **BHEL/BAP/RANIPET** transport activities by the licensee.

The Licensee shall maintain the vehicle in good condition and return the same to the licensor on the expiry of the lease agreement without any damage.

1.Witness :-  
(Signature, Name & Address)

**LICENSER**  
(Owner of vehicle)

2. Witness :-  
(Signature, Name & Address)

**LICENSEE**  
(Leased person)

[Back to Index page](#)



**ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS TRANSFER**

01	NAME & ADDRESS OF THE SUPPLIER / VENDOR PHONE NO. WITH STD CODE	PAN NO. <input type="text"/>
02	VENDOR CODE (as in WORK ORDER)	<input type="text"/>
03	Details of Bank Account:	
A)	NAME & ADDRESS OF THE BANK (WITH PIN CODE)	
B)	BANK TELEPHONE NUMBER (WITH STD CODE)	<input type="text"/>
C)	BANK BRANCH CODE:	<input type="text"/>
D)	MICR CODE	<input type="text"/>
E)	ACCOUNT NUMBER	<input type="text"/>
F)	TYPE OF ACCOUNT	CURRENT / OD / CASH CREDIT
G)	VENDOR NAME AS PER BANK RECORDS	
H)	BANK BRANCH RTGS IFSC CODE	<input type="text"/>
I)	BANK BRANCH NEFT IFSC CODE	<input type="text"/>
J)	VENDOR'S EMAIL ID (give two ids)	<input type="text"/> <input type="text"/>
K)	NAME OF AUTHORISED SIGNATORY	

**CERTIFICATE**

I / We hereby agree to receive the payments due from BHARAT HEAVY ELECTRICALS LIMITED, RANIPET by the National Electronic Funds Transfer and/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 is a valid discharge of the liability of Bharat Heavy Electricals Limited, Ranipet. I / we also agree to bear the applicable Bank Charges for the above mode of transfer.

AUTHORISED SIGNATORY OF VENDOR WITH 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 the authorized signatory and the MICR and IFSC codes of our Branch mentioned above are correct.

PLACE:

DATE:

\_\_\_\_\_  
(Manager / Officer's  
Signature Under Bank stamp)  
Authorisation No. \_\_\_\_\_

**Note:** This EFT Form is to be submitted duly filled in manually in all fields and duly signed by Authorised Signatory and certified by Banker.

[Back to Index page](#)

**UN -PRICE BID FORMAT**

SL No	DESCRIPTION	RATE
01	Fixed rental charges per month for 01 Tractor & 01 Tipping type trailer (Commercial Type) for 12 hours operation per day	<b><u>QUOTED IN PRICE BID</u></b>
02	Applicable rate of GST in percentage	Central tax@ _____% State tax @ _____% Integrated tax@ _____% Union territory tax@ _____%
03	Applicable amount of total GST per month in Rupees	<b><u>QUOTED IN PRICE BID</u></b>
04	Total rate per month including GST in Rupees (Sl.no 01+03 )	<b><u>QUOTED IN PRICE BID</u></b>

**Note:-**

- Contractor has to fill applicable GST % in Sl. No : 2 .
- Contractor should not mention any amount in this Un price bid and same should be submitted along with techno commercial bid in cover 2.
- If the GST is applicable, then the rate of GST shall be clearly indicated. The GST paid shall be fully reimbursed by BHEL, on submission of proof for payment of GST receipt along with the monthly invoice.
- If GST is not specified in the tender, the same will be treated as inclusive of GST.

\*\*\*

[Back to Index page](#)

**PRICE BID (PART-II)**

SL No	DESCRIPTION	RATE
01	Fixed rental charges per month for 01 Tractor & 01 Tipping type trailer (Commercial Type) for 12 hours operation per day. Fixed rental charges per month for 01 Tractor & 01 Tipping type trailer (Commercial Type) for 12 hours operation per day	Rs _____ /-
02	Applicable rate of GST in percentage	<b>Central tax@ _____%</b> <b>State tax @ _____%</b> <b>Integrated tax@ _____%</b> <b>Union territory tax@ _____%</b>
03	Applicable amount of total GST per month in Rupees	Rs _____ /-
04	Total rate per month including GST in Rupees (Sl.no 01+03 )	Rs _____ /-  Rupees _____  _____ only.

**Note:-**

1. *The rate quoted is on monthly rental basis (FIRM price basis), inclusive of Diesel, driver salary, all statutory payments, taxes, vehicle maintenance & oil etc., Any minimum wage revision, if any shall be borne by the contractor only.*
2. If applicable, then the rate of GST shall be clearly indicated. The GST paid shall be fully reimbursed by BHEL, on submission of proof for payment of GST receipt along with the monthly invoice.
3. **If not specified in the tender, the same will be treated as inclusive of GST.**

\*\*\*\*\*

[Back to Index page](#)