



## Bharat Heavy Electricals Limited

Electronics Systems Division  
P.B.No 10010, Plot No. 98, Electronics City Phase I,  
Hosur Road, Bangalore - 560 100

Ref: BHEL/ESD/HR/TPT/BUS/17-19

Date: 04/05/2017

### Notice Inviting Tender

SL NO	PARTICULARS	DETAILS
1.	Contract Work	<b>Operation of Transport Bus Service at BHEL-ESD (Two Buses).</b>
2.	Contract Period	Two Years
3.	Earnest Money Deposit(EMD)	Rs.1, 06,364/- is required to be furnished along with the Tender Document.[Enclose the same along with Part-1-Technical Bid]
4.	Last Date and Time for the submission of duly filled in tender document	Before 1.15 PM on 24/05/2017
5.	Date and Time for Tender opening	At 1.30 PM on 24/05/2017
6.	Place of Submission of Tender document	Two parts[Part 1 (Technical Bid) and Part B(Price Bid)] in two separate sealed covers and put both sealed covers in another sealed cover and to be dropped in Tender Box kept at Reception Area at BHEL - ESD, Plot No.98, P B No.10010 Electronics City Phase 1, Hosur Road, Bangalore -560100.
7.	Security Deposit	Successful Bidder will have to furnish Security Deposit as per Clause no. 13 on Page No.14 and 15.
8.	Eligibility Criteria	Refer Tender Document (Essential Criteria) as per Annexure D
9.	Scope of Work, Special Instructions to Bidders and General Terms and Conditions	Refer Tender Document as per Annexure A,B and C

- Note:-**
- The tenderers shall return the duly filled in Tender document after affixing signature on all the pages.
  - In case the bidders require any clarification, they may contact HR department of BHEL-ESD before submitting the bids.

Contractor

Issuing Officer



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## **PART -1** **Annexure-A**

### **Scope of Work:**

- 1) BHEL-Electronics Systems Division (BHEL-ESD) intends to enter into a contract for utilizing **TWO Buses (50 seater) of 2014 Model** and later for a period of **TWO YEARS**.
- 2) To commute Employees/Trainees in a 50 seater bus of TWO buses from various points in Bangalore City to the Factory and back at the prescribed timings on all working days of the month. In addition, arranging transportation on compensatory working day, special occasions, as per company requirement from time to time.

In addition to above, one bus will be utilized for travel from BHEL-ESD, Electronics City to BHEL-EDN, Mysore Road daily from Mon to Fri at 12.30 PM and back to ESD by leaving EDN at 2.50 PM.

Both the buses also be utilized for official use only for local trips after the morning trip to factory within the working time of BHEL-ESD whenever required.

Both the buses should be provided with Dikki (500kg) along with locks for carrying the luggage.

BHEL-ESD reserves the right of changing the routes of the vehicles.

- 3) The number and type of Buses to be provided is as follows.

Sl.no	Bus type	Qty
1	<b>50 Seater (Bus) of 2014 Model and later</b>	<b>2 Numbers</b>

- 4) Both in the morning and evening, buses should be made available 15 minutes before the commencement of the trip. The pickup points of both the routes will be given to the bidders. Employees will be dropped at BHEL-ESD, Electronics City by 7.25 AM positively and in the evening will be picked up from BHEL-ESD at 4.36 PM. in the evening, buses have to leave at 4.45 PM from company premises for dropping the employees in the designated points.
- 5) Minimum Qualifications of the bidder
  - a) The individuals / Bus Operators should have office in Bangalore with land line, mobile telephone & e-mail facility.
  - b) The vendor should have registered himself as Bus Operator / Travel Agency. A copy of registration certificate should be enclosed.



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- c) Average annual financial turnover during the last three years ending 31st March of 2017, should not be less than 16 Lakhs.
- d) Bidder should have successfully completed similar works during the last seven (7) years as per details hereunder (Copy of work order/Agreement and completion certificate to be enclosed along with bid. In case of ongoing contracts, the works order/Agreement and performance certificates are to be provided)
1. Three similar completed works (Each not less than Rs 21.30 Lakhs/-),or
  2. Two similar completed works (Each not less than Rs 26.60 Lakhs/-),or
  3. One similar completed works (Each not less than Rs 42.55 Lakhs/-)

If any bidder is not fulfilling any of above conditions from '1' to '3' will be summarily rejected.

- e) Transport contractor should produce Solvency certificate for 4.50 lakhs (Four Lakhs, fifty thousand) from Nationalized Bank
- f) Transport contractors should have minimum 02 (two) buses of 2014 model and later duly registered in their own name/firm/partner. Holding power of attorney for buses will not suffice to be ownership.
- g) Transport contractors should have a valid PAN Number as per Income Tax Act.
- h) Transport contractors should have / applied for service Tax Registration Number as per service Tax Act.
- i) Earnest Money Deposit for **Rs.1, 06,364/-** in the form of **DD/Pay order/ Banker's Cheque** drawn in favour of BHEL, EDN, Bangalore should be enclosed along with the Technical bid. It should not be enclosed along with Price Bid. The tender without EMD are liable to be rejected.
- j) Service Tax rate is as per extant rules & Regulations under the relevant law.
6. The contractor may kindly quote your best rates on or before **24/05/2017** up to 13.15 hrs in a sealed cover to be dropped in ESD tender Box kept in the reception area at BHEL-ESD, Electronics City, 1st Phase, Hosur Road, Bangalore 560 100.

The quotation will be opened at 13.30 hrs on **24/05/2017** in the reception area in the presence of the bidders. **The quotation should be accompanied by EMD of Rs.1, 06,364/- (One lakh six thousand three hundred and sixty four only) drawn in favor of BHEL- EDN , Bangalore and the DD/Pay order/ Banker's Cheque should be enclosed with the Technical Bid.** The EMD amount of the successful bidder will be adjusted in the Security Deposit and the EMD money will be returned to unsuccessful bidders after the award of work. The company reserves the right to reject all the tenders without assigning any reasons thereof.



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### **Terms & Conditions:**

- 1) BHEL, Electronics Systems Division (BHEL-ESD) intends to hire Two Buses, on contract basis for deployment in its Transport pool to cater to day-to-day requirement. The bus will be at the operational disposal of the BHEL- ESD between time of departure from contractor' s office till return to the office on all working days in addition to arranging transportation on Compensatory working days, special occasions etc, as per company requirement from time to time to carry out the instructions of the BHEL –ESD management.
- 2) Transporting Employees/ Trainees from various pick up points to ESD and Vice-versa.
- 3) Quotations shall be given on lump sum basis for 250 KMs running per day. The rate quoted should include the charges towards fuel, wages, permit, insurance and maintenance of vehicle, statutory payments, service tax etc., and the rate shall be subjected to revision as per price variation clause on increase/decrease of fuel prices, during the contract period. The rates shall be quoted in the price bid only (Annexure E).
- 4) The bus will be required for 6 days in a week (except factory holidays, weekly offs & sun days) 250 Kms per day. BHEL with one day notice can ask the operator to provide buses on Sundays and factory holidays as per company requirement.
- 5) All the rates should be quoted in figures as well as in words and shall be in Indian Rupees and only in the prescribed format.
- 6) In case, the rate quoted in figures differ from those quoted in words, the lower of the rates will be taken as the tendered rate and shall be binding on the tenderers.
- 7) The buses should have compliance with all the provisions of Motor Vehicle Act, **1988** and rules framed there under as in force from time to time, and fit for hire.
- 8) All the offers received will be scrutinized and only technically qualified offers will be considered for Price bid opening.
- 9) The Technically disqualified offers will be rejected.
- 10) Technically qualified Tenderers will be considered for evaluation of price comparative statement on the basis of serial no 1 (daily rate for bus) of Price bid format
- 11) In case the lowest prices offered by the individuals/Bus operators are found to be unreasonable, BHEL reserves the right to negotiate for further price reduction and in such case negotiated price will be considered for award of contract.



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- 12) During company working days, sometimes it can be during holidays and Sundays, if buses are required, prior intimation would be given on need basis, buses should be arranged by the contractor. Failure to do so will attract penalty as given in PENALTY clause.
- 13) The buses provided should not be owned by BHEL employees and their dependents.
- 14) The essence of the contract being punctuality and regularity in providing courteous transport service to the users, the bus offered should be well maintained, good running condition and road worthy to ensure smooth and trouble-free services during the entire contract period.
- 15) The drivers should have Mobile phone facility. The Bus operator should ensure that the drivers are mentally and physically fit and should not have any criminal record. He should furnish proof of having verified the antecedents of the drivers.



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## **PART -1** **Annexure - B**

### **Special Instructions to Bidders**

- 1) The contractor has to ensure the following while deploying the Buses:-
  - i. The relevant documents like *RC book Insurance, State Permit, Valid Driving license, Emission certificates etc shall be maintained.*
  - ii A First Aid kit should be kept in the bus.
  - iii Buses should be provided with additional / emergency accessories like (a) Fan belt ( b) Stepny (c) Standard tool kit (d) Spare bulb (e) Fuses (f) Hose pipe etc. to attend emergency repairs
  - iv. Drivers of Bus shall wear Khaki uniform while on duty to be provided by the contractor.
- 2) The contractor should ensure that the bus is kept clean and under safe operating conditions. If it is observed that the condition of the bus is so bad that normal repair is not likely to bring it back to good condition, then you will take necessary action to replace the bus.
- 3) The drivers should be sent to periodical medical, especially eye check up including audiometric test by the contractor to rule out possibility of loss of vision, hearing etc.,
- 4) The contractor should also ensure that he / she will engage the buses with drivers who know the following,
  - i. The driver should have minimum three years' experience of driving in similar buses with proof of valid driving license.
  - ii. The buses should be kept neat and clean daily / timely before reporting to the duty.
  - iii. The driver shall not smoke / be drunk while on duty.
  - iv. BHEL reserves the right to check speedometer of the deployed bus at any point of time and if it is found inaccurate any suitable action, deemed fit, may be taken.
- 5) The name of the bidder with full official address, landline and mobile phone numbers should be furnished. In case of partnership firm, the name and addresses of all the partners together with a certified copy of the partnership deed shall be furnished along with the tender. All partners have to sign the tender document unless signed by the power of Attorney holder. In the later case of the power of Attorney duly attested by Gazetted officer must accompany the tender.
- 6) All entries in the tender document should be hand written. Erasures and overwriting are not permitted. The bidder concerned should sign the corrections and insertions, if any.
- 7) If a bidder withdraws his offer after submission of the tender, or after acceptances of his tender fails to deploy the required numbers of buses, BHEL reserves the right to forfeit the Earnest Money so deposited and terminate the contract.



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- 8) BHEL-ESD, Bangalore reserves the right to reject any Bidder or all the Bidders at any point of time without assigning any reason thereof.
- 9) This tender document shall be deemed to form an integral part of the contract to be entered into for this work.
- 10) The Bidder shall be responsible for all acts and omissions of their staff and liabilities arising out of the acts and omissions of such staff will be borne by the Bidders either for BHEL or to any outsider on account of accident/omission or commission/negligence by drivers. BHEL shall in no way be responsible for any such acts, omissions or any liabilities arising there from. The contractor shall be fully responsible for enforcing all safety and other regulations as applicable under Motor Vehicles Act 1988 and Rules framed thereunder as in force from time to time.
- 11) Tenders should remain valid for acceptance for a minimum period of ninety (90) days from the date of Technical bid opening. The rates quoted should be firm for a period of two years from the date of acceptance of the tender except for adjustment in hiring rate due to change in Fuel Price.
- 12) Trip Sheets should be maintained with the Bus by the Driver reflecting journey undertaken daily which will invariably be got filled-up by the user himself in all cases affixing his signature and the same duly certified by the authorized official deputed for this work. The Trip sheet Book will be provided by BHEL-ESD and the detail recorded and certified by users and has to be submitted on monthly basis along with the bills. Payment will be made only once in a month.
- 13) Bidders are required to provide bus at the specified time and venue.
- 14) The contracted Buses will be made available at all time in roadworthy condition duly substantiated with 'fitness certificate' so as to give uninterrupted service. In case contractors fail to provide the contracted buses on any day, BHEL shall be at liberty to make suitable alternative arrangement. All such expenditure as also damage / losses incurred by BHEL as a result of break-down of the contractors buses or transport arrangement, will be deducted from the monthly running bill of the contractor and such damage / losses shall be determined by the BHEL at its sole discretion.
- 15) The bus shall report in full readiness for the entire day's operation in respect of fuel availability and willingness of the drivers.
- 16) Only the authorized staff attached to the contracted buses or representative nominated by the Bidder shall be allowed entry inside the company or any other premises during the course of contract.
- 17) The persons employed by the contractor in respect of his bus will be treated as the authorized representative(s) and shall also be held responsible along with the contractors, for any breach of the terms and conditions as provided in the contract.



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- 18) The contractor shall be responsible for providing bus with Licensed Drivers with the prescribed uniform applicable to the nature of deployment. He will also be responsible for their courteous behavior towards the BHEL staff, executives, customers and passengers in the bus.
- 19) Bus drivers deployed to run Bus service to BHEL will be subject to the rules and regulation issued by us as long as the bus is on duty and at our command. Strict discipline shall be ensured by contractor. The contractor shall be responsible for behavior of his/her driver at company premises.
- 20) Accidents occurring during the course of company's work should be reported by the contractors to the Administration Dept of BHEL-ESD within 12 hours after the occurrence of the accident. This will be followed by a detailed report from the contractor.
- 21) The Bidders will operate their buses entirely at own risk and BHEL shall not be held responsible for any damage to the bus or any person or property while on the company's work or when parked in or about the company's or other premises.
- 22) Bidders will ensure that all buses under this contract arrangement are covered by a comprehensive insurance policy throughout the tenure of the contract. Under no circumstances shall the company (BHEL) be liable to compensate for any loss or damage that may be caused to/by the Buses while engaged in discharge of the contractor's obligations under this contract.
- 23) The contractor shall at his own expense reinstate and make good to the satisfaction of 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 employee of BHEL, the injury loss or damage 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 otherwise.
- 24) This contract may be terminated at any time without paying compensation whatsoever to the contractor in case of misbehavior, disobedience, dishonesty, clandestine insolvency, any court order, non-sanction of road permit or any other related activities on their part or their failure to fulfill the terms and condition of this agreement.
- 25) A sum of **Rs.1, 06,364/-** (Rupees One Lakh Fifty Thousand only) shall be deposited as Earnest Money Deposit along with the tender, payable in the form of DD/Pay order/ Banker's Cheque in favour of BHEL, EDN payable at Bangalore.
- 26) Earnest money deposit will be refunded to unsuccessful bidders after acceptance of award of work by the successful tenderers.
- 27) Earnest Money Deposit shall not carry any interest.





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- 28) **PENALTY:** In case of breakdown or any other problem, immediate alternate arrangements for running of bus should be made. Failure to do so will attract penalty of the following;
- a. If the bus is not available for first half of the day or if the pickup at the first point has not been effected on time. Half the daily rate + 100 % of the daily rate.
  - b. If the bus is not available for the second Half of the day, Half the daily rate + 80 % of the daily rate.
  - c. If the Bus is not available for the entire day, Daily rate + 100% of the daily rate.
  - d. If the failures occurs more than twice in a calendar month then for the third and subsequent failure penalty will be Half the Daily rate/ Daily rate (as the case may be + 125% of half or full daily rate)
  - e. The contractor shall replace the bus in case of a breakdown while in operation within 30 minutes from the time of breakdown and the bill to be prepared should be for one vehicle only. No detention charges will be paid for breakdown. The log/trip sheets shall mention about the breakdown.
  - f. Once bus has reported at BHEL ESD, it will be released only after suitable replacement is provided.
  - g. The contractor have to furnish us the telephone No. and the person to be contacted by us in case of break down etc
- 29) The contractor have to ensure that the bus is used only for BHEL's Official purpose during the daily operating time.
- 30) The contractor shall make good any loss/damage due to any fault from your side like theft/pilferage and also for damages due to rash and negligence driving by your drivers.
- 31) The contractor have to ensure that all statutory labour laws as applicable and enacted by the state Govt/ Central Govt. Local Bodies etc., are complied with. In any case, BHEL-ESD will not be responsible for any loss or damage to your property or any incident or injury etc., to your driver while carrying out the above work. You have to take suitable measures to cover the above eventualities, in case of such occurrences.
- 32) The contractor will be responsible for compliance to all statutory requirements of RTO.
- 33) The company reserves the rights to terminate the contract before the expiry date if the performance is not satisfactory. The company also reserves the right to appoint more than one agency for the above job either in part or full.



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34. BHEL - ESD also reserves the right to short closure the contract with Two months' notice due to administrative reasons.
- 34) **Price Variation Clause (PVC):** The rates finalized will be firm during the contract period. However, in case of change in fuel prices, a change in the rate will be allowed in the following pattern subject to documentary evidences regarding such change. Rates as per PVC will be given effect from 1<sup>st</sup> Day of the subsequent month only. (For e.g. if price change has taken place say in the month of July, then PVC rates (based on the latest fuel rate) will be given effect from August month only.) **The fuel price (regular diesel) prevailing at IOCL retails outlet at Bangalore on the date of NIT (Notice inviting Tender) will be base price for PVC Clause.** The fuel price variation clause is also applicable for extra running KMs.
- Price variation clause will be applicable only when there is increase/decrease in fuel Price (regular diesel) per Litre to the tune of one rupee or more compared to Previously considered rate.**
- 35) **The contract will be in force for 24 Months from the date of deployment of Buses.**
- 36) BHEL reserves to short close the contract at its discretion at any point of time without assigning any reason thereof.
- 37) **Payment Terms**  
Payment will be made only once in a month. Contractor will submit the bills (in duplicate) on monthly basis, which will be dully verified, checked and passed by HR dept and forwarded to Finance Department for releasing payment to the contractor. All payments will be made by Electronic Fund Transfer (EFT) for which vendors shall fill in the EFT format giving their Bank A/c details. Appropriate amount of TDS would be deducted as per IT Act.
- 38) Payment will be made within thirty days from the date of submission of correct Bill with trip sheets etc. If any delay /incomplete trip sheet/bill will return and this delay will be affected to delay of payment.
- 39) As per BHEL extent Policy the payment can be made and to facilitate the present payment policy through NEFT mode the required information with Bank certification NEFT form is furnished herewith and same to be enclosed with filled the form and signature /seal by Banker along with first bill.
- 40) The contractor shall execute an agreement within a month of issue of work order, as per BHEL format containing all the terms and conditions, on a non-judicial stamp paper of Rs 200/-. The cost of stamp paper to be borne by the contractor
- 40) Deductions if any, towards the penalty amount, statutory deduction etc., under the terms of contract can be deducted from the respective monthly Bill apart from any dues recoverable.
- 41) The total hiring charges payable will be rounded off to the nearest full rupee value. Income tax shall be deducted at source as applicable under relevant Act / Law.



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- 42) Arbitration :-** Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives, at any time, in connection with construction, meaning, operation, effect, interpretation or out of the NIT, contract or breach thereof, the same shall be referred to Arbitration of a Sole Arbitrator appointed by BHEL, from BHEL panel of Arbitrators.

Subject to as aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment in lieu thereof and the rules made there under shall apply to the arbitration proceedings under this clause. The award shall be a speaking and reasoned one and shall be final and binding on the parties. The venue of arbitration in all cases shall be at Bangalore.

In case, there are different wordings/expressions of a same/identical clause at different places of this Tender Document, a stricter meaning of such clause which is in favor of BHEL will apply and binding on the bidder/Contractor.

Yours faithfully,  
For & on behalf of  
Bharat Heavy Electricals Limited



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### Annexure C

#### GENERAL TERMS AND CONDITIONS

1) Bidders are required to go through the instructions carefully and complete all the formalities as required. In the event of furnishing false information/incomplete information, the offer(s) shall be rejected. In case bidders require any clarification, they may contact Administration dept of BHEL-ESD before submitting their bids.

2) In the event of tender being submitted by a firm, the tender must be signed separately and legibly by each partner or member of the firm or in their absence, by the person holding the power of Attorney on behalf of the firm concerned. In the latter case, a copy of the power of attorney duly attested by a Gazetted officer must accompany the tender.

3) In case, the date of tender opening falls on Holiday, the tender will be opened on the next working day.

#### **4) EARNEST DEMAND DEPOSIT**

EMD is to be paid by tenderers for securing fulfilment of any obligations in terms of the NIT. Earnest Money Deposit (EMD) Rs.1, 06,364/- is required to be furnished along with the Tender Document.

#### **Modes of deposit :**

The EMD may be accepted only in the following forms :

- i. Cash deposit as permissible under the extant Income Tax Act (before tender opening)
- ii. Electronic Fund Transfer credited in BHEL account (before tender opening)
- iii. Banker's cheque / Pay order / Demand draft, in favour of BHEL( along with offer)

#### **Forfeiture of EMD :**

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

- i. 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.
- ii. The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI / Contract.

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 / contractor" and forfeited / released based on the action as determined under these guidelines.

EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of award of work.



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In case of expiry of offer validity period or any other circumstances, EMD can be released with the approval of Head of Contracting dept., not below the rank of AGM. EMD shall not carry any interest. EMD of successful tenderer will be retained as part of Security Deposit.

5) Conditional and unsigned tenders, tenders containing absurd rates and amounts, tenders which are incomplete or otherwise considered defective, tenders which are not in accordance with the tender conditions laid down by the Accepting Officer and tenders not submitted in the prescribed forms are liable to be rejected.

6) The tenders should be accompanied by a list of contracts already held by the Contractor at the time of submitting the tender and giving the following particulars:

- (a) Name of work, value and address.
- (b) The balance work remaining to be done on the same.

7) The Contractor's responsibility under this contract shall commence from the date of receipt of the order or acceptance of his tender.

8) If a tenderer expires after the submission of his tender or after the acceptance of his tender, BHEL may, at their discretion, cancel such tender. If a partner of the firm expires after the submission of the Tender, after the acceptance of the Tender, BHEL may cancel such Tender at the discretion unless the firm retains its character (s).

9) BHARAT HEAVY ELECTRICALS LIMITED will not be bound by any power of Attorney granted by the tenderer or by 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 contractor concerned.

10) If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage. Further the tenderer will be liable for any damage caused.

11) Words imparting the singular number shall be deemed to include the plural number and vice-versa where the context so requires.

12) Should a tenderer or a contractor on the list of approved contractors have a relative or in the case of firm or Company of Contractors any of its share holder's relative is employee in Electronics Systems Division or Electronics Division of Bharat Heavy Electricals Limited, Bangalore, the authority inviting tenders shall be informed of this fact at the time of submission of the tender, failing which tender may be disqualified or if such a fact subsequently come to light, the relevant provisions of the General Conditions of Contract will apply.



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### 13. Security Deposit :

Security Deposit means the security provided by the Contractor towards fulfillment of any obligations in terms of the provisions of the contract

The total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.

#### **Modes of deposit :**

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

- i. Cash (as permissible under the extant Income Tax Act)
- ii. Local cheques of Scheduled Banks(subject to realization) / Pay Order / Demand Draft / Electronic Fund Transfer in favour of BHEL
- iii. Bank Guarantee from Sheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
- iv. Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institions as defined in the Companies Act (FDR should be in the name of the contractor, a/c BHEL)
- v. Securities available from indian Post Offices such as National Saving Certificate, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the Sacurity and duly endorsed / hypothecated / pledged, as applicable, in favour of BHEL )

( The requirement of Security Deposit or otherwise, as the case may be, shall be clearly specified in the tender conditions).

#### **Collection of Security :**

At least 50% of the required Security Deposit, including the EMD, should be collected before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the amount of the required Security Deposit is collected.

If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit Shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.

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

(Note : In case of (a) small value contracts not exceeding Rs. 20lakhs or (B) SAS job jobs, work can be released only after collection / recovery of initial 50% Security Deposit).

Security Deposit shall be released in the Contractor upon fulfilment of contractual obligations as per terms of the contract.



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The Security Deposit shall not carry any interest.

Note: Acceptance of Security Deposit against Sl. No. (iv) and (v) above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, 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).

Security Deposit will be refunded to the contractor after completion of the contract period subject to satisfactory completion of work and compliances to statutory obligations as per this NIT.

14) Bidders are required to submit the offer in two separate parts only ie.

(i) Sealed Envelope 1 containing :-

Technical Bid (enclosing herewith

1. All pages of this NIT duly signed
2. EMD of Rs.1,06,364/- lakhs. Annexure A, B, C, D along with required enclosures of the Firm); and

(ii) Sealed Envelope 2 containing :-

Price Bid :- Annexure E

**Tender ref: shall be written on the envelopes. Both envelopes have to be put together in a single large envelope and sealed.**

15) Bidders shall fill in all the required particulars in the blank spaces provided for this purpose in the tender document and also sign each and every page of the tender document before submitting the tender. All the entries in the Technical bid & Price bid should be clearly written and corrections if any are to be duly authenticated by the bidder.

16) Technical bid should accompany the DD/Pay order/ Banker's Cheque for Earnest Money Deposit along with other relevant supporting documents.

**17) The bidders are required to submit / drop duly filled in tender document before 1315 Hours on 24/05/2017 in the tender Box kept in the reception area at BHEL-ESD, Electronics City, Ist Phase, Hosur Road, Bangalore 560 100.**

18) The technical bid shall be opened on **24/05/2017** at 1330 Hours at tender Box kept in the reception area at BHEL-ESD, Electronics City, Ist Phase, Hosur Road, Bangalore 560 100 in the presence of bidders whoever present.

19) Bidders or Bidders' representatives may attend the technical bid opening on the above mentioned date, time & place. No separate intimation will be given to bidders for technical bid opening.



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20) The sealed price bids of only those offers which are technically acceptable shall be opened later. The bidders qualifying in technical bid will be intimated for participating in Price bid opening.

21) Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the bidders who resort to canvassing will be liable to rejection.

22) The contractor shall not sublet any portion of the contract without the prior approval of BHEL in writing





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### Annexure - D

#### Operation of Transport Bus Service at BHEL-ESD (Two Buses).

#### Essential Criteria for Evaluation of Technical Bids.

SL.NO	Description	Contractor's Acceptance (Yes/No) / Remarks.
1)	EMD in the form of DD/Pay order/ Banker's Cheque from the Nationlised Bank only to be submitted with Technical Bid	No:  Date :  Amount: <b>Rs.1, 06,364/-</b>
2)	Whether the tenderer has agreed to submit Security Deposit immediately after receiving of Work order as mentioned in the Tender as per clause 13 of page 14 and 15	Accepted/Not Accepted
3)	Whether the vendor is registered as Tour and Travel Operator / Travel Agency (Copy of registration certificate shall be enclosed)	Enclosed/Not Enclosed
4)	Buses Operators / Travel Agencies should have regular establishment / office at Bangalore and have to produce documentary evidence of registration to this effect. The office shall have land line and mobile telephone. Please indicate your address, land line no. and mobile telephone no.	
5)	Bus Operators / Travel Agencies should have minimum 2 buses registered under Bus permit in their name/firms name. Such Buses registration should not be prior to <b>2014</b> (Xerox copy of RC book to be enclosed)	
6)	The average annual financial turnover of the Buses operator / Travel agency during the last three years ending 31 <sup>st</sup> March 2017 should not be less than Rs 16 Lakhs (Photo copies of Auditor Report to be enclosed)	<b>2013-14 Enclosed/Not enclosed</b> <b>2014-15 Enclosed/Not enclosed</b> <b>2015-16 Enclosed/Not enclosed</b> <b>(Un audited copy to be enclosed)</b>



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7)	<p>The Buses operator / Travel agency shall have experience of successfully completed similar works during last 7 years either of the following. (Copy of work order/Agreement and completion certificate to be enclosed along with bid. In case of ongoing contracts, the works order/Agreement and performance certificates are to be provided)</p> <p>a) Three similar completed works (Each not less than Rs 21.30 Lakhs/-),</p> <p>b) Two similar completed works (Each not less than Rs 26.60 Lakhs/-)</p> <p>c) One similar completed works (Each not less than Rs 42.55 Lakhs/-)</p>	<p>1) 2) 3) <b>Enclosed/Not enclosed</b></p> <p>1) 2) <b>Enclosed/Not enclosed</b></p> <p>1) <b>Enclosed/Not enclosed</b></p>
8)	Solvency certificate from the bank not older than one year to be furnished for Rs. 4.5 Lakhs from scheduled bank.	<b>Enclosed/Not enclosed</b>
9)	Buses Operators / Travel Agencies should have PAN as per income Tax Act. Please indicate your PAN No. (Xerox copy to be enclosed.)	<b>Enclosed/Not enclosed</b>
10)	Buses Operators / Travel Agencies should have service tax registration number as per service Tax Act if they are subject to service tax Act. Please indicate your service tax regn. No. (Xerox copy to be enclosed.)	<b>Enclosed/Not enclosed</b>
11)	<p>Nature of Firm / Concern (Proprietor/Partnership/Pvt. Limited/Public Ltd.) Note: In case of partnership concern, please enclose photo copies of the partnership deed.</p>	<b>Enclosed/Not enclosed</b>
12)	Names, address and phone nos. of Partners/Proprietors/Directors	
13)	Name of the Person(s) and designation authorized for signing the contract/dealing with BHEL	



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14)	Whether vendor is having any relative working in BHEL (if yes, provide name, staff no., designation and department.)	<b>Yes/No</b>
15)	Contractor will submit the bills (in duplicate) on monthly basis along with trip sheets, which will be dully verified, checked and passed by HR dept and forwarded to Finance Department for releasing payment to the party. All payments will be made by Electronic Fund Transfer (EFT) for which vendors shall fill in the EFT format giving their Bank A/c details. Appropriate amount of TDS would be deducted as per IT Act. (EFT from is enclosed).	<b>Agreed/Not Agreed</b>  <b>Enclosed/Not enclosed</b>
16)	<b>Payment Terms:-</b> Payment will be made within Thirty (30) days from the date of submitting the clear bills .	<b>Agreed/Not Agreed</b>
17)	Scope of work and Terms & condition mentioned in NIT.	<b>Agreed/Not Agreed</b>

18) Details of Buses owned by the vendor in his own name/firms' name. Registration should not be prior to 2014 Model (Xerox copy of RC book to be enclosed)

Sl. No	Type of bus ( 50 Seater)	Regn. No.	Year of Regn.	Whether registered as bus	Fitness Upto	Comprehensive Insurance up to

19) **Declaration:-** I / We \_\_\_\_\_ have gone through the terms and conditions of this tender No. \_\_\_\_\_ and undertake to accept the same in totality and agree to deploy the bus if the contract is awarded to us.

**Place:**

**Signature with seal**

**Date:**

**Note: All above information should be supported by relevant documents as applicable.**



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Part 2  
Annexure - E

### PART - 2 (PRICE BID)

(Signed copy to be enclosed in separate sealed cover in put it in Main cover)

#### Operation of Transport - Bus Service at BHEL-ESD (Two Buses).

Sl. No.	Details	Rate for Two Buses in Rs. (Model 2014 & later)
1	Daily rate for Two Buses for 250 Kms per day	In figures:
		In words:
2	Charges for extra kilometer beyond 250 km per day (Rs./Per KM)	In figures:
		In words:
3	PVC to be quoted based on the Fuel price rate as on date of NIT i.e. <b>04/05/2017</b> . The fuel price(regular diesel) prevailing at IOCL retail outlet at Bangalore on the date of NIT will be the base price for PVC clause,	IOCL Diesel rate : <b>Rs. 61.38/-</b> (In figures Rupees Sixty One and Thirty Eight Paise only) as on <b>04/05/2017</b>
4	Price Variation clause – regular diesel {For every One Rupee increase / decrease in price of diesel, the charges for every km will be Rs. _____.	In figures:
		In words:
5.	Rates shall be quoted excluding Service Tax. However Applicable Service tax rate to be indicated	



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**PRICE VARIATION CLAUSE (PVC):** The rates finalized will be firm during the contract period. However, in case of change in fuel prices, a change in the rate will be allowed in the following pattern subject to documentary evidences regarding such change. Rates as per PVC will be given effect from 1<sup>st</sup> Day of the subsequent month only. (For e.g. if price change has taken place say in the month of July, then PVC rates (based on the latest fuel rate) will be given effect from August month only. **The fuel price (regular diesel) prevailing at IOCL retails outlet at Bangalore on the date of NIT (Notice inviting Tender) will be base price for PVC Clause.** The fuel price variation clause is also applicable for extra running KMs/out station trips.

**Price variation clause will be applicable only when there is increase/decrease in fuel Price (regular diesel) per Litre to the tune of one rupee or more compared to previously considered rate.**

**E.g.** (Following is purely based on Assumptions, for explanation purpose only and may not represent actual values)

*For a decrease in Re 1.50/- (Assume the price change has been effected from the start of a particular month, also for every one rupee change in price of diesel it is assumed that you are charging 0.25 Rs per km) suppose the bus runs for 250 kms in that day then the amount that will be deducted will be computed as :*

$$250 \times (1.50) \times 0.25 = \text{Rs- } 93.75$$

*i.e. 93.75 rupees will be deducted from the usual amount.*

*In case there is an increase in price of diesel for the above scenario, then an amount of Rs 93.75 will be added to the usual amount. ( instead of -1.50 it will be +1.50)*

**Signature with Seal**

**Date & Place**