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भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited

(A Government of India Undertaking)
ELECTRONICS DIVISION

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

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(EPABX.NO.)

Ref: EDN: 515:TO:01-VO3

Date: 22.12.2008

M/s.

Dear Sir,

Sub : Contract for utilising ONE 32 seater BUS on hire basis – Submission of Quotation reg.

BHEL-Electronics Division intends to enter into an annual contract for utilising ONE BUS of 32 Seater capacity, on hire basis on a Slab of 185 Kilometres and 20 Hours per day for a period of TWO YEARS with effect from 1st March 2009. The salient points are furnished in the table below followed by complete scope of work and general terms and conditions:

Contract Work	Providing a 32 Seater Bus on hire basis	
Contract Period	Two Years with effect from 1st March 2009	
Volume of Business	Anticipated volume of business will be around Rs.11.00 Lakhs [Rupees Tenty Lakhs] per Annum.	
Tender Particulars	Tender Document [TD]	Quotation is invited in two parts [Document contains Bid in Two Parts] First Part - Techno-commercial Bid Second Part - Price Bid
	TD at EDN	Issued From 22.12.2008 to 04.01.2009 on any working day [from Monday to Friday between 1.00 - 3.00PM] on Payment of Tender document fee of Rs. 200.00 by Cash or DD.
	Website Add	bheledn.com, If downloaded from Website the Tender Document fee of Rs.200.00 should be furnished by a separate DD
	EMD Amount	NO EMD amount to be furnished
	Last Date	Monday, the 5th January 2009 Upto 3.00PM
	Submission	Two parts in 2 separate sealed covers put in to another sealed cover to be deposited/ dropped in Tender Box marked as "HRM Dept" kept in Reception Hall of BHEL-EDN, Mysore Road, Bangalore-26 [Near Chord Road Signal]
Security Deposit	Successful Bidder will have to furnish Security Deposit as per Annexure-SD	
Special Instructions	All Annexures should be in the pro-forma provided/sent by BHEL EDN only. This is essential from the point of providing complete information/Details as required by BHEL and for comparison	

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SCOPE OF WORK AND GENERAL TERMS & CONDITIONS

1. The scope of work involves commuting CISF Personnel safely from their Quarters [Kengeri satellite Town and BHEL Township, Vijayanagar] to BHEL-EDN Factory at Mysore Road & from factory to the Quarters and all other assigned trips on need basis from time to time like dropping children to School/bringing them back etc. on daily basis.
2. The vehicle [32 Seater Bus-2007/2008 model preferred] is required to report at our designated place of first pick-up point at 4.30 AM and will be at our service till 10.30PM.
3. The rate quoted should include the charges towards fuel, wages, permit, insurance, taxes (excluding Service Tax) and maintenance of vehicle, statutory payments etc and the rate shall be subjected to price variation clause on increase/decrease of fuel prices, during the contract period.
4. The vehicle should be at our disposal in the premises of BHEL-EDN during the specified hours [As per slab].
5. The Company reserves the right to use the vehicle at its discretion. Trip sheet should be maintained by properly recording time, kilometres on daily basis and obtain the signature from the authorised person.
6. The trip sheets should be furnished for inspection whenever called-for and the same should be enclosed to the monthly Bill for claiming the payment wherever required.
7. Bill for payment, may be submitted once in a month along with the trip sheets [wherever necessary] which will be settled in about 15 days period.
8. The Vehicle once reported at our premises for our disposal, the same will be released only against arrival of the suitable alternate [32 Seater Bus in good running condition] vehicle at our premises, irrespective of the reasons.
9. The valid records/documents like RC Book, Vehicle permit, Insurance, Driving License's of Drivers, Emission certificate etc., should be produced whenever required by us for verification. Vehicle should be in good running condition [preferred 2007/2008 model] & all statutory requirements of RTO, etc., should be complied with.
10. The Company reserves the right to terminate the contract if the performance is not satisfactory.
11. The DD towards the tender document fee of Rs. 200.00 [Rupees two hundred only] should be enclosed with **Annexure-TB**.
12. Bidder shall be responsible for covering their services against all statutory regulations including personal accident insurance etc. BHEL shall not be responsible for any consequences arising on account of any violation of any statutory provisions, rules/regulations by the Bidder.
13. In case of any breakdown of running vehicle, alternate arrangement should be made within half-an-hour to fulfill the contractual terms.
14. The estimated volume of business will be around Rs 11.00 Lakhs (Rupees eleven lakhs only) per annum.
15. The names of your staff/representatives along with their contact numbers have to be furnished who have to be contacted, during exigencies or for necessary clarification.
16. Failure to make alternate [32 seater bus only] arrangements will result on levying of Penalty as under:
 - a. If the vehicle is not reported [Breakdown while reaching the first point] at first Pick-Up Point and reaches the factory as required, the penalty is 50% of the daily rate.
 - b. If the vehicle is not available at our disposal for half-a-day and less i.e. half of the specified slab hours and less [tolerance of 15 minutes] the penalty is 75% of the daily rate.

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- c. If the above failure [half-a-day] occurs more than once in a calendar month then the penalty will be 25% of the daily rate in addition to the above penalty, for the second and subsequent failures.
- d. If the vehicle is not available at our disposal for a full day [more than half a day-slab hours] the penalty is 125% of the daily rate if the above failure [full day] occurs more than once in a calendar month then penalty will be 50% of the daily rate in addition to the above penalty for the second and subsequent failures.
- e. If the vehicle is not available after doing part of work during first or second half & no alternate arrangement is made within half-an-hour then the penalty will be as per "B & C"
- f. The vehicle at EDN premises without Driver will attract the same penalty as indicated above.

17. Essential Criteria for qualifying in the techno commercial bid:

- A. The bidder should be registered as per rules under relevant law for this activity. (Copy of registration certificate to be enclosed) with an established office having Phone & Fax Nos.
- B. The bidder should have service tax registration certificate (Copy to be enclosed).
- C. The bidder should have minimum 3 years experience in the concerned field. (Proof like date of firm registration under Companies Act/Partnership Act/Shops and Establishment act/or date of service Tax registration certificate, Date of Work orders issued by reputed organisations, Copy of acknowledgement of Income Tax returns can be furnished as a proof of experience.).
- D. The bidder should have an annual turnover of Rs 25.00 lakhs (Rupees Twenty Five lakhs only) during the last two financial years.

It may please be noted that all information should be clearly filled-in, if any column is left blank then the bid will be rejected summarily. The enclosures can be attached as additional information only [Any information, wherever the bidder feels important and necessary], apart from those required under tender document.

The offer should be submitted in **2 parts** as mentioned below **in separate sealed envelopes** to be put into a **SINGLE SEALED COVER** Superscribed as Enquiry No:**515:TO:03-VO3 DUE DATE 05.01.2009** Addressed to the undersigned containing:

- 1. Techno-commercial Bid as per **Annexure–OD [FIRST PART]** Superscribed as "**Techno-Commercial Bid** for Enquiry No:**EDN:515:TO:01-VO3 DUE DATE 05.01.2009**
- 2. Price Bid as per **Annexure–PB [SECOND PART]**, superscribed as "**Price Bid** for Enquiry No:**EDN:515:TO:01-V03 DUE DATE: 05.01.2009**

The above sealed cover [tender document] has to be dropped in the HRM TENDER BOX kept in the Reception Hall of the BHEL, Electronics Division, Mysore Road, Bangalore – 560 026 on or before 3.00 PM on Monday, the 5th January 2009.

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The tender as per annexures should be in bold and legible letters. Corrections if any, should be endorsed. All the columns of all annexures should be filled or written as "Not Applicable".

The Tender Box will be opened on Monday, the 5th January 2009 at 3.00PM. The interested bidders representatives can be present while opening the Tender Box to only the number of offers received [acceptability will not be confirmed] communication regarding the price bid opening will be sent to such of those bidders whose techno-commercial bids are accepted. No correspondence will be entertained in this regard unless we seek clarification, if any.

The Management reserves the right to accept or reject any offer without assigning any reason whatsoever and its decision is final in this regard.

Thanking you,

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

*[K Parthiban]
Dy. General Manager/HR*

Annexure-OD

Quotation For contract of providing a 32 Seater Bus on hire basis to BHEL-EDN

Ref:EDN:515:TO:01-V03

Date : 22.12.2008

Sl No	PARTICULARS OF INFORMATION	
1	Name and addresses of the registered office with Phone and Fax Nos:	
2	Year of Establishment & Reg No. (Copy of registration to be furnished)	
3	Nature of Organisation [Like Public Sector Co., Public Limited Co., Private Limited Co., Partnership firm, Proprietary Concern, Etc.].	
4	Name/s of Managing/Executive Director or Directors as applicable or Partners or Proprietor with Telephone and Mobile.	
5	Name of the contact person with address, Phone & Mobile Nos.	
6	No of years of experience in the field of Transport service (proof to be furnished)	
7	Turnover in Rupees	2006-07 : 2007-08 :
8	Service Tax registration No Copy to be furnished	
9	Total manpower employed in the firm [Driver and Staff]	
10	Address of Depot\Garage	
11	Vehicle Particulars A .Registered in the Name of Bidder B. For attached Vehicles: Engaged from other Co-transporters	Annexure-DV Annexure-AV [Copies of agreement enclosed]
13	Liability in case of Occurrence of any accident while performing the contract	
14	TD DD [Rs.200,00] No & Date Bank Name & Branch	
15	Enclosed copies of the following	
	1. Registration Certificate	2. Tax registration certificate
	3. IT returns of last two years	4. List of drivers with copies of Licences
	5. List of branch offices with addresses	6. List of clients

The above information is true and correct to the best of my knowledge and I will take full responsibility for ensuring the smooth and trouble free efficient service by adhering to all terms & conditions laid down in the tender Document.

Date :

Signature of the Authorised person with Seal

Place:

Annexure-PB**Quotation For contract of providing a 32 Seater Bus on hire basis to BHEL-EDN**

Rate of fuel [Normal Diesel – IOC/HP/BP/IBP] per Litre is Rs. = As on / /200

Slab Rate								Rate for Extra Service				Service Tax	
Sl No	Range of Kms & Hours	Break-up charges for 185 Kilometres and 20 Hours						Rate per extra Km		Rate per extra Hour		at %	
		Fuel Rate/Km		Hourly Rate		Grand Total							
		Rs	Ps	Rs	Ps	Rs	Ps	Rs	Ps	Rs	Ps	Rs	Ps
1	185 Kms 20 Hours												

Note:

- Price Variation: The net rate of fuel price indicated on the date of submitting this Bid. If there is any increase or decrease in fuel net rate [inclusive of all taxes] by Re. 1.00 [One rupee only] or more the same will be taken into account and made applicable for entire slab kilometers [185] without affecting the [changing] the hourly rate. The revised rate will be effected from the following calendar month [monthly basis] and the revised rates will become applicable in case of any utilization of extra Kilometres however there will not be any change in the hourly rate.

Method of calculation will be as under [for Example]:**Calculation on the day of Bidding**

Fuel rate per Km	Rs.8.24x185.00 Km	Rs. 1524.00
Hourly charges	Rs.10.00x20.00 Hrs	Rs. 200.00
Total for the slab of 185 Kms & 20 hours		Rs. 1724.00

Calculation on increase in fuel rate by Rs.5.00/litre

Fuel rate per Km	Rs.9.24x185.00 Km	Rs.1709.40
Hourly charges	Rs.10.00x20.00 Hrs	Rs. 200.00
Total for the slab of 185 Kms & 20 Hrs		Rs.1909.40

Plus applicable Government Service Tax

Revised rate will become effective from following following calendar month

Mileage considered and the Fuel rate:

Mileage taken into account is **5.00 Km/ Litre** of fuel for the purpose of calculation in above example Rate of Fuel is considered as **Rs.41.20/Litre** [Nett rate] and increased rate as **Rs.46.20/ Litre** of fuel **Conversion of factor will be Re. 0.20 for every Rupee increase or decrease in fuel.**

- Pick-up, dropping and other trips will as issued by user [CISF Unit] and the HR-Admin. 32 seater bus will be made available at first pick-up point 30 minutes before the commencement of the trip at designated first pick-up point.
- Payment should be made within fifteen days from the date of submission of Bill with trip sheets etc. as per BHEL extant Policy the payment can be made and to facilitate the present payment policy through EFT mode the required information with Bank certification EFT form is furnished herewith.
- 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.
- Service Tax rate is as per extant rules & Regulations under the relevant law.
- L1 STATUS** to be determined based on the total **QUOTED FOR THE SLAB** & not on the break-up of fuel rate and hourly rate. The rate quoted shall be valid for 120 days except for price variation as mentioned above for consideration of this Bid.

Signature of the Authorised person with Seal

Date :
Place :

Annexure-EM**EARNEST MONEY DEPOSIT**

1. Earnest Money is to be paid by each tenderer to ensure that the tenderer does not refuse to execute the work after it is awarded to him. The rate of earnest money deposit shall be as under:

Works costing up to Rs. 2 lakhs: Nil

Works costing more than Rs.2 lakhs and up to Rs. 5 lakhs: Rs. 10,000/-

Works costing more than Rs.5 lakhs and up to Rs. 10 lakhs: Rs. 20,000/-

Works costing more than Rs.10 lakhs and up to Rs. 20 lakhs: Rs. 40,000/-

Works costing more than Rs.20 lakhs and up to Rs. 30 lakhs: Rs. 60,000/-

Works costing more than Rs.30 lakhs and up to Rs. 50 lakhs: Rs. 1,00,000/-

Works costing more than Rs.50 lakhs and up to Rs.100 lakhs: Rs. 1,50,000/-

Works costing more than Rs.100 lakhs: Rs. 2,00,000/-

One time EMD will also be Rs. 2 lakhs.

For SAS jobs and other smaller/ routine type of jobs such as maintenance/ servicing ect., the maximum value of EMD as well as one time EMD will be Rs.1,00,000/-.

EMD is to be collected in cash (as permissible under Income Tax Act), Pay order or Demand Draft only.

However,

2. *The EMD may be waived or amount reduced in following cases with prior approval of the Head of the Contracting Department., not below the rank of AGM:*
 - a) *Joint Venture companies of BHEL.*
 - b) *Central/State PSUs/ Government dep*
 - c) *tts/ Autonomous/ Educational/ Research institutions.*
 - d) *Consultancy services: Banking, Insurance and other Professional services*
 - e) *Leasing of assets.*
 - f) *Hiring of Vehicles.*
 - g) *Catering, Horticulture & Sanitation services*
3. *The EMD may be waived in other cases for reasons to be recorded and approved by the Unit Head.*
4. *One time EMD (iump sum amount) for exemption from payment of EMD with each tender may be permitted by next higher authority not below the rank of AGM limited to Unit Head.*
5. *EMD by the Tenderer will be forfeited as per Tender Documents if:*
 - a) *After opening the tender, the tenderer revokes his tender within the validity period or increases his earlier quoted rates.*
 - b) *The tenderer does not commence the work within the period as per LOI/ Contract. In case the LOI/ contract is silent in this regard then within 15 days after award of contract.*
6. *EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of acceptance of award of work by the successful tenderer.*
7. *EMD shall not carry any interest.*

ANNEXURE -SDSECURITY DEPOSIT

1. *Security Deposit should be collected from the successful tender. The rate of Security Deposit will be as bellow:*

- *Up to Rs.10 lakhs: 10%*
- *Above Rs.10 lakhs up to Rs.50 lakhs + 7.5% of the amount exceeding Rs.10 lakhs.*
- *Above Rs.50 lakhs: Rs.4 lakhs + 5% of the amount exceeding Rs.50 lakhs.*

The Security Deposit should be collected before start of the work by the contractor.

2. ***Security Deposit may be furnished in any one of the following forms:***

- a). *Cash (as permissible under the income Tax Act)*
- b). *Pay Order, Demand Draft in favour of BHEL*
- c). *Local cheques of scheduled banks, subject to realization.*
- d). *Securities available from post offices such as national savings certificates, kisan, vikas Patras 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).*
- e). *Bank guarantee from scheduled banks/public financial institutions as defined in the companies act. The Bank Guarantee format should have the approval of BHEL.*
- f). *Fixed deposit receipt 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.*
- g). *Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit should be collected before start of the work and the balance 50% may be recovered from the running bills.*

(Note: In case of small value contracts not exceeding Rs.10 lakhs and all SAS jobs, work can be started before Security Deposit is collected. However, payment can be released only after collection/ recovery of initial 50% Security Deposit)

- h). *EMD of the successful tenderer can be converted and adjusted against the Security Deposit.*
- i). *The Security Deposit shall not carry any interest.*

(Note: Acceptance of Security Deposit against Sl. No. (iv) and (vi) 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).

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3. *Security Deposit shall not be refunded to the contractor except in accordance with terms of the contract.*
4. *The Security Deposit may be waived or amount reduced in following cases with prior approval of the Head of the contracting deptt., not below the rank of AGM:*
 - a). *Joint venture companies of BHEL*
 - b). *Central/ State PSUs/ Government deptts.*
 - c). *Autonomous/ Educational/ Research institutions for contract value upto Rs.2 lakhs.*
 - d). *Repair/ Maintenance of equipments by OEMs/ OESs*
 - e). *Rental/ Hiring of Premises/ Vehicles etc. where owner's/ contractor's assest are being let out to/ used by BHEL.*
 - f). *Catering, Horticulture & Sanitation services for contract value upto Rs. 2 lakhs.*
5. *The Security Deposit may be waived or amount reduced in other cases for reasons to be recorded with prior approval of the unit head.*

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