

# BHARAT HEAVY ELECTRICALS LIMITED

(A Government of India Undertaking)

Boiler Auxiliaries Plant

Indira Gandhi Industrial Complex

RANIPET – 632 406 Tamil Nadu



M&S DEPARTMENT

TRANSPORT

Phone: 04172-284884/284491

Fax : 04172- 241202

## NOTICE INVITING TENDER (TWO PART BID)

TENDER NOTICE NO: **BAP:M&S:TE:TR:13:003 dt- 17.06.2013**

- .....
- |  |   |
|--|---|
| 01. NAME OF THE WORK                         | : Providing one Non A/c Tempo Traveller / Mahindra / TATA 407/ Toyota Coaster / TATA winger/ equivalent van for pick up & drop of employees in round the clock shift on fixed rental charges per KM basis |
| 02. PLACE OF WORK                            | : BHEL: BAP:RANIPET   |
| 03. NATURE OF TENDER                         | : OPEN  |
| 04. LOCATION OF TENDER BOX                   | : M&S office  |
| 05. EARNEST MONEY DEPOSIT                    | : <b>Rs.10, 000/-</b> -(Rupees Ten thousand only)   |
| 06. LAST DATE AND TIME FOR RECEIPT OF TENDER | : 09.07.2013<br>: 14.00 Hrs   |
| 07. TENDER OPENING DATE AND TIME             | : 09.07.2013<br>: 14.30 Hrs   |
| 08. PERIOD OF CONTRACT                       | : TWO YEARS (Tentatively from 01.08.13)   |

**Qualification Criteria:-** The tender is invited for operating one number of Non-A/c Tempo Traveller Van Or Mahindra Van Or Tata 407 Or Toyota Coaster Or TATA winger or equivalent van with seating capacity not less than 12 passengers. (registered originally on or after 01.01.2010). The vehicle offered shall be having valid permit alone can be considered. The vehicle should have been registered in the name of the tenderer or otherwise a valid lease agreement till the end of the proposed contract period (ie., up to 31.07.2015 minimum) shall be available in the name of contractor.

THIS DOCUMENT CONTAINS 19 PAGES INCLUDING GENERAL CONDITIONS, INSTRUCTIONS AND SPECIAL CONDITIONS TO THE TENDERERS AND QUESTIONNAIRE.

## **GENERAL CONDITIONS AND INSTRUCTIONS TO THE TENDERER:**

1. Tenders will be received by M/s Bharat Heavy Electricals Ltd, Ranipet-6 up to **14.00 Hrs on 09.07.2013 in the prescribed form and will be opened on 09.07.2013 at 14.30Hrs** in the presence of such of those tenderers or their agents who may choose to attend, with authorization letter from the owners.
2. Tenders must be submitted in sealed covers and should be addressed to Dy.Manager/M&S, **BHEL/RANIPET-632 406, Vellore District, Tamil Nadu**, full name and address of the tenderer and the name of work being superscribed on the cover.

### **IMPORTANT NOTE**

1. The tender shall be submitted as given below.
  - **Cover-1** shall contain the EMD alone.
  - **Cover-2** shall contain the technical bid (Page 1 to 16 & 19) and all relevant documents.
  - **Cover-3** shall contain only the price bid.(Page 17)

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

At the time of tender opening,

- Covers containing EMD alone shall be opened first.
  - Technical bids of such of those tenderers who satisfy EMD requirements alone will be opened next.
  - Price bids of the technically suitable offerers will only be opened, after evaluation of suitability of technical bids, at a later date. The date & time of opening of price bid will be intimated to those tenderers who are technically qualified.
3. The vehicles offered shall be inspected for condition and up keep of the vehicle. If any of the tenders not fulfilling the laid down conditions, the offer will be rejected
  4. All entries in the tender documents should be in one ink. Erasures and over-writings are not permitted. All corrections and insertions should be duly signed by the tenderers concerned.

5. Tenderers should fill their rates in figures and words in the blank spaces provided for this purpose in the schedule of rates enclosed along with these documents and also sign each and every page of the tender documents.
6. The tenderer should fill and sign the questionnaire which is enclosed with this Tender document (page No.15). This should be enclosed along with the technical bid.
7. 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.
8. Tenders not submitted on the prescribed forms are liable for rejection.
9. In quoting the rates, the tenderers are advised to take into account of all the factors including any fluctuations in the market rates. No claim shall be entertained on this account after acceptance of the tender or during the currency of the contract. The quoted rates shall be kept firm throughout the contract.
10. The rates quoted in the tender shall remain valid for a period of three months from the date of opening of tender.
11. Every tender must be accompanied by **Earnest Money Deposit of Rs.10,000/- (Rupees Ten thousand only)** in the form of
  - a. Pay order,
  - b. Demand Draft drawn in favour of BHEL, Ranipet payable at the State Bank of India, BHEL Project, M.R. Puram (code 7013),
  - c. EMD can be paid in cash at our Cash Office as permissible under Income tax and the cash receipt shall be enclosed along with the tender. Tenders received without Earnest Money in full, in the form prescribed shall be summarily rejected. EMD submitted in any other form will not be accepted.
12. **NO INTEREST SHALL BE ALLOWED ON THE EARNEST MONEY DEPOSIT.**
13. EMD paid by the tenderer will be forfeited if,
  - i. After opening the tender, the tenderer revokes his tender within the validity period or increases his earlier quoted rates.
  - ii. The tenderer does not commence the work within the period as per LOI/Contract.

- iii. The tenderer fails to provide the vehicle as offered by him and inspected and accepted by BHEL.
14. 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 of.
15. 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 of receipt of the tenders will not be considered for further processing.
16. The contractor’s responsibility for this contract shall commence from the date of issue of order of acceptance of his tender.
17. The acceptance of the offer by BHEL is based on the inspection of the vehicle(s) condition and records/ legal ownership pertaining to the vehicle(s) for such inspection within the time limit prescribed by BHEL. If the vehicle is not offered for inspection within the time limit prescribed or if the condition of the vehicle / records, documents provided are not satisfactory to BHEL, their offer will not be considered and their price bid will not be opened.
18. The earnest money deposited by the successful tenderer will be retained towards Security Deposit for the due fulfillment of the contract.
19. 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.
20. 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.

### **SECURITY DEPOSIT**

21. SECURITY DEPOSIT should be collected from the successful tenderer. The rate of security deposit will be as below.
- i) Up to 10 lakhs = 10%
- ii) Above 10 lakhs up to 50 lakhs = Rs. 1 lakh + 7.5 % of the amount exceeding 10 lakhs
- iii) Above 50 lakhs = Rs. 4 lakhs + 5% of the amount exceeding Rs.50 lakhs

The security deposit should be collected before start of work to the contractor

22.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 should be collected before start of work and the balance 50% may be recovered from the running bills.
- viii. In case of contract value does not exceed Rs.10 lakhs, work can be started before SD is collected. (However payment can be released only after collection/recovery of initial 50% security deposit)
- ix. EMD of the successful tenderer can be converted and adjusted against security deposit.
- x. The security deposit shall not carry any interest.

23.No employee or their dependents are eligible to submit their offer against this contract. Even if they submit out of ignorance the offer shall be disqualified without prejudice to further disciplinary action as per BHEL CDA rules/Standing Order in addition to forfeiture of SD/EMD as the case may be.

- 24.If a tenderer expires after submission of his tender, the Bharat Heavy Electricals Limited may at their discretion cancel such tender.
- 25.The BHEL will not be 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.
- 26.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.
- 27.Words imparting the singular number shall deemed to include the plural number and vice versa where the context so require.
- 28.The expenses for completing and stamping the agreement shall be to the contractor's account.
- 29.The general and special conditions of contract are complementary to each other and where they are in conflict, the special conditions shall prevail.
- 30.Tenderers shall not increase their quoted rates in case BHEL negotiate for reduction of rates, such negotiations shall not amount to cancellation or withdrawal 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.
- 31.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.
- 32.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.
- 33.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.

34. In case you are not interested in submitting your quotation, you should return all the tender documents with a covering letter stating the reasons for not submitting your offer.

35. The Successful Tenderer shall agree to the following conditions:

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, notwithstanding 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.

### **36.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 therefor 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.

### **SPECIAL CONDITIONS TO THE TENDERER**

- 1. Vehicle shall be owned by the Tenderer or a valid lease agreement. For the sake of clarity 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 I.**
2. Preference shall be given to the latest model vehicle in case of tie in price. Inspection of the vehicle offered shall be carried out by BHEL's officials whose decision regarding acceptance or rejection of any vehicle is final.
3. Photostat copies of the following documents shall be sent along with the offer.
  - a. RC book of the vehicle.
  - b. Permit of the vehicle.
  - c. FC details of the vehicle.
  - d. Insurance Policy (Comprehensive) of the vehicle.
  - e. Tax payment details of the vehicle.
  - f. Driver License, Tourist endorsement details.

Originals of the above documents shall be submitted by the contractor whenever requested by BHEL to do so.

4. Late offers, incomplete offers shall become liable for rejection.
5. The vehicle is required for a period tentatively from August 2013 to July 2015. The tenderers should fill in their rates in the blank space provided 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.
6. The vehicle shall be reported in full readiness for the entire day's operation in respect of fuel availability and readiness of the driver.

7. The vehicle should be made available continuously throughout the contract period including Holidays and Sundays without any break.
8. BHEL reserves the right to use the vehicle within a radius of 150 kms from Ranipet in Tamil Nadu.
9. The contractor should not sell his vehicle under contract without prior written permission of BHEL.
10. The contractor should not sub-contract the operation of vehicle.
11. The vehicle shall be operated as per the following route schedule.

**RC SHIFT EMPLOYEES PICK UP AND DROP SCHEDULE**

**GANDHI NAGAR / SATHUVACHARI & ARCOT ROUTE (TENTATIVE)**

SI NO	PLACE	RC-1 PICK UP HRS	RC-2 PICK UP HRS	RC-3 PICK UP HRS
01	Gandhi Nagar /Katpadi	04.45	12.45	20.45
02	Sathuvachari	04.50	12.50	20.50
03	Vallalar	04.55	12.55	20.55
04	Rangapuram	05.00	13.00	21.00
05	Arapakkam	05.10	13.10	21.10
06	Veppoor	05.15	13.15	21.15
07	Periyar Nagar/Tajpura	05.25	13.25	21.25
08	Arcot/ Ranipet	05.30	13.30	21.30
09	Walajah / Muthukkadai	05.35	13.35	21.35
10	Navalpur/Karai	05.40	13.40	21.40
11	BHEL Main Gate	05.50	13.50	21.50

The return trips from Main gate will start at the following timings on the same route in reverse direction.

RC1 – 06.10 Hrs    RC-2 – 14.10 hrs    RC-3 – 22.10 hrs

The approximate KM run per day (per 6 trips – 3 up and 3 down) shall be “ Gandhi Nagar /Katpadi – BHEL Main Gate” = 230 Kms per day

***Exact route / timings & distance will be intimated prior to award of contract. Also BHEL reserves the right to alter the route/timings and distance at any time during the tenure of the contract according to BHEL's requirement. Payment will be made for the actual KM covered.***

***12. During the contract period, if the contractor is not able to provide the vehicle on any day, BHEL will invoke the risk purchase clause 35(c), to arrange the alternate vehicle and the excess hire charges at actuals will be recovered from the contractor, in addition to the penalty of Rs.500/- per day. In case of short hour absence/ break down, excess hire charges incurred for arranging the alternate vehicle for that trip will be recovered from the contractor in addition to a penalty of Rs.200/- per trip (one up and one down or part thereof as the case may be). Absence more than one trip will be treated as full day absence.***

13. However during such absence, the contractor will be permitted to provide alternate vehicle in good condition with prior permission of BHEL in which case penalty as per clause 12 and risk purchase clause 35(c) will not be levied.

14. If the contractor is not able to provide the vehicle originally offered for a continuous period of 15 days, BHEL reserves the right to terminate the contract and to take appropriate action against the contractor by forfeiting their security deposit.

15. During the contract period the contractor shall maintain the vehicle always in good running condition for the fullest satisfaction of BHEL. BHEL reserves the right to terminate the contract in case it is not so maintained.

16. The contractor shall be responsible for obtaining necessary Permit, Comprehensive Insurance Policy, appropriate driving license with tourist 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.

17. The contractor shall pay necessary taxes and keep the fitness certificate for the vehicle valid during the contract period.

18. The contractor shall check for exhaust emission test and obtain fitness of their vehicle once in 6 months to meet the statutory norms laid by TNMV Act, without which vehicle will not be allowed inside the factory.
19. The contractor shall take comprehensive insurance cover including unlimited Third party property damage cover for the vehicle during the contract period.
20. Proper trip register for the vehicle 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.
21. It is the responsibility of the driver to get filled all the columns in the trip register and got signed by the user. In case of loss of original trip register, BHEL reserves the right not to entertain the claim.
22. The driver of the vehicle should compulsorily wear white uniform during operational hours with BHEL. Driver without white uniform shall not be allowed to drive the vehicle.
23. The vehicle engaged will be checked up by BHEL Security personnel as and when required.
24. Fixed charges per kilo metre may be quoted. The charges should be inclusive of all other expenses except diesel. The offer must be given in a sealed cover.
25. **Service Tax :** No Service tax is payable by the contractor. Service tax @ 12.36% on the 40% of the contract value is payable by BHEL as the receiver of the service. Contractor shall provide the certificate that "they have not availed the Cenvat credit in respect of Capital goods inputs and goods services under Cenvat credit rules 2004. Hence BHEL will not reimburse service tax.
26. Fixed charges will be firm throughout the contract period. Diesel charges @ one liter diesel cost for every 10 kms run will be reimbursed on part with the prevailing market rate.
27. Bills will be raised by the contractor once in fortnight of the concerned month and submitted in triplicate in the format given by BHEL. Duly verifying the trip register and date, payment will be made within 30 days from the date of submission of clear bill.
28. The driver on duty must be provided with cell phone all the times to enable BHEL personnel to contact at any time.

29. BHEL reserves the right to set off the amounts due from the contractor against their dues payable to the contractor either under this contract or any other contract.
30. BHEL reserves the right to reject any offer without assigning any reason whatsoever.
31. The Van operator shall furnish
- i. Details of cases, Civil/Criminals/others, filed by or against the van operator/driver 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.
32. The Van supplied should not be owned by BHEL employees, their dependents, and their relatives.
33. The contractor should follow all statutory requirements enforced by State Government, like PF, ESI, and Bonus etc. While quoting rates the above factors should be taken into consideration. Only after full filling above formalities, bills shall be passed for payments.
34. The Contractor has to pay minimum wage as fixed by the State Government and additional payment as insisted by BHEL.
35. The current minimum wages as fixed by the Government of Tamilnadu for USW is Rs.251 per day, for SSW is Rs.259 per day and for Skilled worker is Rs.266 per day. BHEL insisted additional payment payable to Contract labourer for USW is Rs.2000/- PM, for SSW is Rs.2300/- PM and for Skilled worker is Rs.2500/- PM. Accordingly, the current minimum wage including BHEL insisted additional payment for Un skilled worker is Rs.317.66 per day, for Semi skilled worker is Rs.335.66 and for Skilled worker is Rs.349.33 per day.
- 36. The increase in minimum wages, if any, either by State Government or by BHEL will have to be borne by the Contractor.***
- 37. The variation in diesel price shall be effected by BHEL only in respect of diesel price announced by IOCL, Ranipet from time to time during the contract period.**

**38. BHEL reserves the right to reduce the contract period / reduce the number of shifts, with 15 days notice period depends on the requirement.**

**39. 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.

40. 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
- 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

**QUESTIONNAIRE**  
**( TO BE FILLED BY THE TENDERER)**

1. Name of the Tenderer :
2. Address for Communication :
  
3. Telephone, Cell No. if any :
  
4. Details of experience in running Van :
5. Name and address of the Registered owner :
6. Registration No. of the Van :
7. Make, Model & type of the Van & date of first registration :
  
8. Permit No. and date of issue :
9. Date of expiry of validity of the permit :
  
10. Name and address of the Insurance Co. :
  
11. Comprehensive Insurance Policy No :
12. Date of expiry of policy :
13. Date of expiry of FC :
  
14. Details of cases, Civil/Criminals/others, if any, filed by or against the Van Owner/operator and pending on the date of tender. :
  
15. Has the Firm/ Proprietor or partners or Directors been convicted of any criminal offence by any competent court. If so, furnish particulars. :
  
16. Is the offered Van owned by BHEL employees, or their dependents, or their relatives? if yes, furnish details. :

(Stamp paper of appropriate value)

**LETTER OF UNDERTAKING**

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

We undertake that the *(Insert Type & Model of Tempo Traveller / Mahindra van / TATA 407/ Toyota Coaster / TATA winger/ equivalent van)* 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 the partnership)*

We undertake that the said

1. Tempo Traveller / Mahindra van / TATA 407/ Toyota Coaster / TATA winger/ equivalent van is a property of the partnership firm and we undertake to use the *van* strictly for purposes relating to the Contract and shall not use the *van* in any manner that would affect our ability to perform the Contract with BHEL.
2. 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)*, 2013 at Ranipet

(Signature of partner with seal)

(Signature of partner with seal)

(To be notarized)

**PRICE BID**

**SCHEDULE OF RATES**

SLNO	DESCRIPTION	RATE
01	<b>FIXED CHARGES PER KM</b> (including all expenses except diesel charges) for One Non A/c Tempo Traveller / Mahindra van / TATA 407/ Toyota Coaster / TATA winger/ equivalent van	Rs. ....../- (Rupees ..... .....)

**NOTE:**

1. Rate quoted is inclusive of rent, driver's salary, all statutory payments, taxes, vehicle maintenance, oil etc., except diesel.
2. One litre diesel cost will be reimbursed by BHEL for every 10 Kms run.
3. No Service tax is payable by the contractor. Service tax @ 12.36% on the 40% of the contract value is payable by BHEL as the receiver of the service. Contractor shall provide the certificate that "they have not availed the Cenvat credit in respect of Capital goods inputs and goods services under Cenvat credit rules 2004. Hence BHEL will not reimburse service tax.

EMD particulars: CR No/DD No: -----

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