



**BHARAT HEAVY ELECTRICALS LIMITED  
RAMACHANDRAPURAM :: HYDERABAD-32**

**M&S - TRANSPORT SECTION**

**NOTICE INVITING TENDER**

Phone No. 040-23184680/2525

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Tender Notice No: HY/M&amp;S/TPT/AC Cars/2016-'18

02-Mar-2016

Tender in two parts (Techno-Commercial & Price bid) will be received by the undersigned in sealed cover from the Contractors satisfying the Pre-Qualification requirements. The following should be legibly written on the cover – Tender Notice number, Tender date, Name of work & Due date of tender opening. Tenders will be opened at 13:30 hrs. on the due date in the presence of bidders or their authorized representatives in BHEL, Administrative Building (Vendor Complex) Ramachandrapuram, Hyderabad – 502 032, Telangana State.

<b>1</b>	Name of the work	:	Hiring of 40 Nos. of AC Cars for a period of TWO years. Brands ( Any variant & version) : (i) TATA Indica/EV2/Vista (ii) TATA Indigo (iii) Maruti Swift (iv) Maruti Swift D'zire (v) Maruti SX4 (vi) Mahindra Verito Models : June 2013 or later models with RTO permit T-Board (Diesel/Petrol)
<b>2</b>	Earnest Money Deposit	:	Rs. 1,50,000/- ( Rupees one lakh Fifty Thousand only )
<b>3</b>	Estimated Cost	:	Rs.6.48 Lakhs per car for 2 years
<b>4</b>	Cost of Tender Documents	:	Rs.500/- (non-refundable)
<b>5</b>	Tender Sale Start Date	:	2 <sup>nd</sup> March'16 - 11.00 AM
<b>6</b>	Tender Sale Close Date	:	15 <sup>th</sup> April '16 - 11.00 AM (extended)
<b>7</b>	Last Date for receipt of Tenders	:	16 <sup>th</sup> April '16 - 11.00 AM (extended)
<b>8</b>	Date & time of Tender opening	:	16 <sup>th</sup> April '16 - 13.30 AM (extended)
<b>9</b>	Tender should be addressed to	:	Manager/M&S(Transport) BHEL, RAMACHANDRAPURAM, HYDERABAD-502032,TELANGANA State

Name &amp; Address of the Contractor:

.....

Tenderers are requested to sign and affix their Seal on all pages of tender documents.

**PART-I ( TECHNICAL BID)****SECTION-I****PRE QUALIFYING REQUIREMENTS**

The following conditions have to be satisfied by the tenderer, with documentary proof to be enclosed with Techno-Commercial bids:

- i) Average annual financial turnover during the last three years, ending 31st March of the previous financial year (should submit Balance sheet & P&L account for last 3 years – certified by Chartered Accountant), should be at least 30% of the estimated cost i.e. Rs.64.80 lakhs for Ten cars for 24 months. Further, if the tenderer fails to submit the figure (s) for three years, non-submitted year will be considered as “0” (Zero) for averaging the turnover. In the three years turnover, previous year turnover is compulsory.

For partnership firms, registered on or after 01-01-2016 but before technical bid opening date, the turnover will be reckoned based on IT returns of individual partners duly certified by Chartered Accountants. In such cases the average turnover of all the partners should be at least 30% of the estimated cost.

- ii) Particulars of experience / credentials for the works executed of similar nature not older than 7 years (Completion and experience certificate of the works to be enclosed and related Income Tax Form 26AS also to be enclosed. In case Form 26AS was not issued, undertaking to that respect duly certified by Chartered Accountant to be furnished) ending last day of month previous to the one in which applications are invited should be either of the following:

- a) Three similar completed works each costing not less than 40% of the estimated cost.  
OR
- b) Two similar completed works each costing not less than 50% of the estimated cost.  
OR
- c) One similar completed work costing not less than 80% of the estimated cost.

Experience certificate issued by BHEL, Ramachandrapuram in case any work executed in BHEL, Ramachandrapuram for past three years will also be considered for the above. Any adverse remarks in the experience certificate will be a disqualification factor.

- NOTE:** (i) "Similar Job / Service" refers to "Providing of AC Cars on hire (Daily / Monthly /yearly basis) for local and/or outstation duties".
- (ii) Experience in case Proprietorship Firms/Partnership Firms/ Limited Company, experience of individual/ Partners/ Partnership Firm/ Director/ Limited Company will be acceptable.
- iii) " The offers of the bidders who are on the banned list and also the offers of the bidders, who engage the services of the banned firms shall be rejected. The list of banned firms is available on BHEL website [www.bhel.com](http://www.bhel.com) ".

**SECTION-II**  
**COMPANY PROFILE**

Techno-Commercial bid for “Hiring of 40 Nos. of AC Cars for a period of Two years”

All the below documents shall be submitted for technical qualification, failing which shall make the offer liable for technical disqualification.

#	Description	Contractors response
1	Name of Proprietor/Partnership firm/Company	
2	Copy of notarised regd. Partnership deed / MOA in case of Limited company / Trade license for proprietary units.	
3	Address, contact number and email id	
4	Name of Job work	Hiring of AC Cars for a period of a period of 2 years – 40 Cars
5	Tender notice No. & Date	HY/M&S/TPT/AC_Car/2016-18 dt. 02-March-2016
6	Details of EMD	
7	Document cost details	
8	PAN No. with proof	
9	Copy of Registration certificates ( As applicable)	Yes/No
10	Submitted copy of valid driving license(s), in case answer is yes, documentary evidence with regards to TWO years' experience for drivers	Yes/No
11	Service tax registration (To ensure before commencement of work)	
12	Comprehensive Insurance copy including third party (To be ensured before commencement of work)	
13	Copy of Valid PUC (To be ensured before commencement of work)	
14	Copy of valid Fitness Certificate wherever applicable	

<b>15</b>	Copy of Road tax payment as applicable	
<b>16</b>	Is any contract being operated under the control of the tenderer in BHEL . (If yes furnish the details) :	Yes / No
<b>17</b>	Banker's Name & Address	
<b>18</b>	Bank A/C No. & Branch	
<b>19</b>	Financial Turnover for preceding three years duly certified by qualified Chartered Accountant: ex. 2012-'13, 2013-'14 & 2014-'15	
<b>20</b>	Any other comments	

**Note:** Photocopy in support of above wherever applicable should be attached and the same should be certified by self.

**SECTION-III**  
**INSTRUCTIONS TO BIDDERS**

1.	<p>Bidders are required to go through the instructions carefully and complete all the formalities as required. In the event of furnishing false or incorrect information, the offers shall be rejected and no correspondence will be entertained in this regard.</p>
2.	<p>Bidders are required to submit the offer in two parts:</p> <p>a. Techno-Commercial bid consisting of <b>Part-I (Sections I,II,III &amp; IV ) &amp; Annexure-I</b> duly signed and stamped on all pages along with Original DDs for Rs.500/- (cost of tender documents) &amp; Earnest Money Deposit of Rs. 1,50,000 (One Lakh fifty thousand only).</p> <p>b. Price bid consisting of <b>Part-II</b> duly filled in &amp; duly signed and stamped.</p> <p>The above two bids are to be placed in separate covers duly sealed. The cover for Techno-commercial bid should be super-scribed as “Techno-Commercial bid for Hiring of AC Cars” and Price bid shall be super-scribed as “Price bid for Hiring of AC Cars”.</p> <p>Both the above two envelopes shall be kept into another sealed cover. The cover shall be super-scribed with “Quotation for Hiring of AC Cars”, Tender Notice No. HY/M&amp;S/TPT/AC_Cars/2016-18 and Due date 26th-March-2016 and shall be sent to <b>Tender Box, Vendor Complex, Admn. Bldg. Bharat Heavy Electricals Limited, Ramachandrapuram, Hyderabad – 502032, Telangana State.</b></p>
3	<p>Bidders can also download the tender document from BHEL website and send the same by Post / Courier to <b>Tender Box, Vendor Complex, Admn. Bldg. Bharat Heavy Electricals Limited, Ramachandrapuram, Hyderabad – 502032, Telangana State.</b></p>

	<p>In case, tender documents are sent by post, BHEL-HPEP shall not be responsible for any postal delay . Bidder should ensure that the bid document reaches the tender box on or before the tender due date and time as indicated in NIT.</p>
4.	<p>Bidders can also submit offers through email at their own risk. The offers have to be submitted in two parts. Technical offer to be submitted to technicalbid@bhelhyd.co.in, and price bid to be submitted to pricebid@bhelhyd.co.in. Interchanging the information in the mails may lead to rejection of the offer.</p> <p>Offers sent through mails have to be received only before 10.00 AM on or up to 26-03-2016. Contractors shall have no claim on e-mail offers sent on any other e-mail ID or received after the due date &amp; time. BHEL is no way responsible for non-receipt of offers sent thru email due to Server break down / Internet failure / Transmission error etc. In case of e-mail offers Contractor name, Address including contact details shall be mentioned in the email. Subject should necessarily contain Enquiry No and tender Due date.</p> <p><i>All corrigenda, addenda, amendments, time extensions clarifications, etc., to the tender will be hosted on BHEL website (<a href="http://www.bhel.com">www.bhel.com</a>) only. Bidders should regularly visit BHEL website to keep themselves updated.</i></p>
5.	<p>Bidders are required to ensure that all columns of the bid are duly filled in. If any incorrect rates or unusually low rates are mentioned in the offer, the same shall be rejected and no correspondence will be entertained in this regard.</p>
6.	<p>The techno-commercial bid should accompany the Demand Draft for Earnest Money Deposit and cost of tender document along with other relevant supporting documents. In case of non-submission of Earnest Money Deposit/ Document cost along with the technical bid, the offer is liable to be rejected.</p>
7.	<p>Bidders are required to submit duly filled in tender documents before 11.00 hrs. as mentioned earlier at Vendor Complex, Administrative Building (BHEL).</p>

8.	All entries in the Tender should be clearly written in ball point pen of one ink and corrections, if any, are to be duly attested by the tenderer. Erasures and over-writing are not permitted.
9.	Unit rates should be quoted in figures as well as in words for all the items shown in PART-II of price bid. If there is a discrepancy in the words and figures, the amount in words shall prevail.
10.	The Techno-Commercial bids will be opened on the same day as mentioned earlier at 13.30 hrs. at Vendor complex, BHEL, Ramachandrapuram.
11.	Bidders or bidder's representatives may attend the tender opening on the above mentioned date, time and place. No separate intimation will be given to bidders.
12.	Quotation should be valid for a period of three months from the date of opening of Techno-commercial bid. No other person except Contractor's authorized representative will be allowed in BHEL premises.
13.	Issue of Tender documents does not mean that the bidder fulfills the qualifying requirements of the contract.
14.	Submission of offer shall mean that the bidder has read the bid documents and agrees to abide by the terms & conditions mentioned in the documents.
15.	Canvassing in any form in connection with the tender is strictly prohibited and tenders submitted by bidders who resort to canvassing will be liable for rejection.
16.	The Contractor should cover PF & ESI for all the Drives engaged for duty. All applicable statutory payments shall be complied by the contractor.

17.

REVERSE AUCTION: BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA. In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit "online sealed bid" in the Reverse Auction. Non-submission of online sealed bid by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue. Start price for Reverse Auction will be the estimate or L1 of on-line sealed bids, whichever is less.

In case BHEL decides to go for Reverse Auction, the H1 bidder (whose quote is Highest in online sealed bid) will not be allowed to participate in further reverse auction process, provided minimum 10 bidders are left after removal of all such HI bidders.

**SECTION-IV****TECHNICAL REQUIREMENTS OF CONTRACT :**

1. BHEL, Ramachandrapuram is in requirement of 40 AC Cars with RTO permit T-Board for official use on all days (including Holidays & Sundays).
2. Contractors in possession of 10 AC Cars / in possession of agreement for right to use of 10 AC cars as per NIT requirement should submit the documentary proofs regarding ownership of cars/agreement for right to use of cars.
3. The colour of the AC Car shall be 'Silver/Grey/White' with the following Brands (Any Version & Variant with fuel as Petrol/Deisel):
  - (i) TATA Indica/EV2/Vista    (ii) TATA Indigo    (iii) Maruti Swift
  - (iv) Maruti Swift D'zire    (v) Maruti SX4    (vi) Mahindra Verito
4. The maximum meter reading for each car should not exceed 80000 kms. on the date of awardal of contract. The same will be inspected by BHEL Transport pool authorities.
5. The Year of Registration of the AC Cars shall be June 2013 or later Models only.
6. Contractors not in possession of AC Cars can also take part in tender process by signing an undertaking as in Annexure I.
7. Ownership of vehicle has to be in the name of proprietor / proprietary firm / partner / partnership firm / Director / Limited company. Contract for right to use the vehicle shall be registered in the name of / Right to use of vehicle for the contract period shall be registered in the name of proprietor / proprietary firm / partner / partnership firm / Director / Limited company.
8. BHEL employees/dependents are not eligible for participating the tender.
9. Transport Contractors shall quote for TEN Cars only.
10. **BUSINESS DISTRIBUTION**: BHEL intends to distribute the work load to 6 service providers / agencies with larger share to the lowest i.e. L1 bidder. Remaining successful bidders agreeing to match the L1 Rates (Cost to Company) would share the balance business. The distribution will be in the following manner.

Bidders	L1	L2	L3	L4	L5	L6	Total
No. of Cars	10	8	7	6	5	4	40

11. No contractor can object on the above distribution.
12. L1 rate will be counter offered to L2 / L3 .....Ln Contractors in the order of tender priority. If L2 and subsequent Contractors refuse to accept the L1 rate, L1 rate will be counter offered to immediate next contractor in the tender priority and so on until the entire requirement of 40 Cars are fulfilled. In case the requirement of 40 cars is not met by following the above procedure then L1 Contractor will first be offered the number of cars to meet our requirement. On refusal the same will be offered to L2, L3...Ln.
13. Contractor is solely responsible for payment of Statutory Wages / Salaries and allowances to his Drivers/Staff. BHEL will have no liability whatsoever in this regards.
14. The AC Cars shall be supplied along with the Driver / Drivers with all necessary fittings. The Fuel, Maintenance, Road Tax, Insurance and PUC shall be in scope of the Contractor only. However, fuel escalation charges as applicable will be paid.
15. All the terms and conditions stated in the NIT shall be applicable for each AC Car.
16. **EVALUATION OF TENDER:** Price bids of all technically qualified will be opened and scrutiny shall be carried out. All the qualified Price bids shall be arranged in ascending order of basic rate (local trips). L1 Contractor shall be identified based on the basic rate (local trips) only.
  - a. If L1 Contractor rates (all rates) are not greater or less than our estimation and agreed by the committee as reasonable, the same will be counter offered to the next in the tender priority for acceptance. Counter offers will be continued until our requirement of 40 cars is fulfilled.
  - b. If L1 Contractor rates are greater than our estimation or otherwise, negotiations will be conducted with L1 Contractor and the negotiated rates would be finalized. The same rates would be counter offered to the next in the tender priority for acceptance. Counter offers will be continued until our requirement of 40 cars is fulfilled.
  - c. In case the requirement of 40 cars is not met by following the above procedure then L1 Contractor will first be offered the number of cars to meet our requirement. On refusal the same will be offered to L2, L3...Ln.

(Similar process (a, b) would be applied for outstation trips)

- d. During finalization of Contractors - In case of tie based on basic rate, the second parameter i.e. rate for extra Kms. will be considered to break the tie. If further tie exists, the third parameter i.e. rate per extra hour will be considered to break the tie. If further tie exists, rate per Km. quoted for outstation trips will be considered to break the tie.
- e. Basic rate per day shall be arrived at by dividing the finalized basic rate per month by 28 (twenty eight) irrespective of number of days in a month.

### **COMMERCIAL CONDITIONS OF CONTRACT :**

1. If the AC Car runs for a Minimum of 28 days (@ 10 hrs/day) every Month, basic payment as finalized shall be made. However, in case the vehicle does not run for minimum 28 days @ 10hrs/day, proportionate hourly/daily penalty shall be levied as mentioned at Penalty clause.
2. Breaks may be given on Sundays or Holidays or Working days for vehicle maintenance purpose as per the discretion and requirement of Transport Pool and it shall be adhered to unless it is mutually agreed. Penalty shall be levied for refusing to take the break.
3. The starting and closing Km. readings and reporting and closing time shall be reckoned from BHEL Ramachandrapuram, Hyderabad Transport Pool only. The prices shall be quoted accordingly. No empty Km. Run/ Garage km. run will be considered. However, in case of city trips (for pickup from city and drop in city) the Kms. reading and time will be calculated from the pickup /drop place subject to certification by the Transport pool Incharge. Such a requirement and allocation of duty is at the sole discretion of Transport pool Incharge.
4. The basic km run per month per AC Car is 2000 Kms. and extra Kms. shall be paid thereafter. Extra hour charge shall be paid only in case the daily run exceeds 10 hrs. per day.
5. Parking Charges / Toll fees/Interstate permit charges etc. are to be paid by the Contractor/Driver and the relevant bills may be submitted along with the Monthly bill for claims duly certified by the Transport pool official.
6. The basic rate for 10 Hrs. operation per day and 2000 Kms. run in a Month should be quoted in Part-II along with rate per Extra Hour beyond 10 Hrs. operation per day & Rate per extra Km. beyond 2000 Kms. run in a Month. Out station rates should also be quoted in Part II of Price bid.

7. The breakdown / overhauling / preventive maintenance hours will not be counted in hours of operations.
8. The Contractor shall make available relief AC Car immediately in the event of any accident/breakdown. Such relief AC Car shall be in good running condition and should be of June-2013 or later model only. Such relief Car will be inspected by Transport Pool Authorities and only on their written consent, the AC Car shall be put-in operation for a maximum period of two months. The original car shall be put back in operation only after inspection by the Transport Pool authorities. If the AC Car does not pass the inspection test, the contract shall be terminated with forfeiture of Security Deposit.
9. The Rates quoted shall remain valid for entire period of contract including extensions, if any. However reimbursement/ recovery will be made for increase / decrease only in the cost of fuel. No other variations other than the cost of fuel will be allowed by BHEL during the tenure of the contract period, including extensions, if any. The escalation is based upon Diesel cost on the date of opening of technical bids. Escalation for increase / decrease in Diesel cost will be reimbursed / recovered at the rate of 0.0067 rupee per Km. for every 10 paise per liter increase / decrease in Diesel cost. The escalation is applicable at actual Km. run for reimbursement / recovery.
10. The Contract once finalized will be valid for two years from the date of commencement of work and can be extended for a further period of three months at the sole discretion of BHEL at the same Scope, Rate, Terms & Conditions and passing fitness test.

### **SPECIAL TERMS & CONDITIONS:**

#### **1.0 REQUIREMENTS OF VEHICLE**

- 1.1 The AC Cars shall be in perfect working condition in all aspects during the entire Contract period, including extensions. The Contractor may be permitted to replace an unfit car during the tenancy of the contract, including extensions, if any. Such replacement cars should be confined to the same parameters of the originally tendered cars, failing which the contract may be liable for termination with forfeiture of Security Deposit.
- 1.2 Periodical service in respect of vehicle/engine/lubrication, wheel alignment and balancing etc. as recommended by the vehicle manufacturer to be carried out without fail.
- 1.3 Random checks will be carried out to check the correctness of the meter. If any tampering or in-correctness is found, the concerned contractor is liable for penalty to the extent of termination with forfeiture of Security deposit.

- 1.4 The vehicle as required should be in perfect working condition, duly registered and insured, having requisite permit and taxes paid up to the date. Taxies must comply with Central/State Government, Pollution & MV Acts.
- 1.5 The vehicles shall be kept clean and immaculate condition (from inside and outside) and as scratch free as possible.
- 1.6 The interior of the cabin must have appropriate additional fittings to provide good comforts and appearance like foot matting, high quality upholstery to provide comfort. Vehicle should have an operational music system fitted in.
- 1.7 Sparkling white (spotless) seat covers of good tapestry cloth shall be provided.
- 1.8 The vehicle should be noise free. Any rattling sound of loose nuts/bolts, windows, shutters, spare wheel, fan belt, loosely kept tool box, etc., should be completely done away with.
- 1.9 The vehicle suspension system shall be maintained in excellent conditions to provide good riding comfort.
- 1.10 Battery, tyres, brakes, head-light beam adjustment, indicator and other lights, starter, wiper, window shutter should be in good working condition. Retreaded tyres will not be acceptable throughout the contract period and extension, if any.

## **2.0 DRIVER**

- 2.1 A Passport size photo of the Driver(s), shall be submitted to the Transport Pool authorities before the commencement of work and shall be updated regularly.
- 2.2 The Driver must be in neat & clean uniform with black shoes and possess a mobile phone with roaming facilities in working condition. The colour of the uniform will be communicated to the successful bidders. The driver should not be in drunken condition while on duty and should not smoke inside the car.
  - a. The contractor shall arrange alternate Driver(s) immediately in case the any Driver(s) falls ill, is on leave or absconds from duty.
  - b. The Transport Contractor should ensure that the AC Car Driver(s) shall meet the following:
    - Minimum of 2 year experience of driving vehicles with proof of valid license.
    - Maintain Dress Code, Strict Discipline, punctuality and keep the Car always neat and clean.

c. Driver should follow Motor vehicle rules strictly while driving.

- All safety equipment such as safety belts & other equipment (as required for this work) are to be positioned by the contractor & used as per requirement.
- Any casualty or damage caused to the property or person by any untoward incidents while executing this contract will be at the contractors risk & cost.

2.3 It is the responsibility of the Contractor to arrange the number of drivers depending upon the operational hours per day.

2.4 Contractor has to obtain insurance cover for his drivers and shall take comprehensive insurance (including third party) coverage at his own cost. BHEL will not be responsible for any loss / damage / pilferage or his property and or his employees.

2.5 Contractor shall be directly responsible for providing necessary staff like licensed drivers with the prescribed uniform. He will also be responsible for their courteous behaviour towards BHEL & CISF authorities.

2.6 Under no circumstances shall BHEL be liable to compensate for any loss or damage that may be caused to the AC Car by accident or complications arising out of such contingencies like theft, fire, riots, strike and terrorism damage whether inside or outside BHEL premises while engaged.

2.7 Following certificates of Drivers issued by BHEL General Hospital to be submitted before commencement of work:

- Fitness certificate.
- Color vision test (color blindness check) certificate.

### **3.0 OPERATION**

3.1 The vehicle should report at Transport Pool/ Designated point as instructed by Transport Pool authorities.

3.2 Reporting time of car: (a) 7:00 AM (b) 8:00 AM (c) 1:00 PM (d) 11:00 PM, as intimated by BHEL to contractor from time to time. This may vary at the discretion and requirement of BHEL.

3.3 Trip sheets for all hired cars will be supplied by BHEL, It is responsibility of the car drivers to get all the columns for each and every movement filled up and get the entries signed by the User.

3.4 The following original documents (applicable and valid) need to be submitted during the time of inspection of the AC Cars before commencement of the work.

- a) Registration Certificate
- b) Driving License
- c) Comprehensive Insurance
- d) Pollution Certificate
- e) Permit
- f) Road Tax
- g) Fitness Certificate

- 3.5 If any of the above Certificates get expired during the contract period, the same shall be renewed and copy shall be submitted to Transport Pool authorities in time failing which the bills shall be withheld / Car shall be considered to be under break thereby levying break penalty. All the above documents should be carried in original by the driver, once the contract is awarded in favour of the contractor.
- 3.6 Any mishap (i.e. fire, accident, etc.,) occurring en-route is the sole responsibility of the Contractor.
- 3.7 The Contractor shall ensure adherence to all statutory requirements applicable to Bharat Heavy Electricals Limited, Ramachandrapuram, Hyderabad – 502 032.
- 3.8 Outstation duty allocation – The first outstation duty shall be allotted to the highest bidder among the awarded (L6 in case the tender is awarded to 6 contractors). If the duty is refused, penalty (as mentioned below) shall be levied and the same shall be awarded to next in line (L5 in case the tender is awarded to 6 Contractors). This process shall be continued till the outstation trip is accepted by any of the contractor. Once the outstation duty is accepted the next outstation duty shall be allotted to next contractor in line and the loop continues.

#### **4.0 GENERAL TERMS & CONDITIONS**

- 4.1 Once the contract is awarded, the AC Car shall be brought for inspection along with the original documents (as mentioned in clause 3.4 as above) as per the Date & Time mentioned in the Work Order / Letter issued by transport pool.
- 4.2 The AC Car should be put into operation only after the same passes the Inspection by BHEL Transport Pool authorities.
- 4.3 Once the Contract is finalized, the AC Cars shall be at the operational disposal of BHEL for the entire contract period.
- 4.4 In case of any change in the contact details of either the Contractor / Driver, the same shall be reported to Transport pool. All the correspondence will be done as per the available contact details only.

- 4.5 The Contractor shall maintain regular contact with the designated employee of BHEL and shall interact on matters relating to the work awarded under this contract.
- 4.6 In case BHEL be held liable for any loss, damage or compensation to third parties arising from or in relation to Transport operations done by the Transport Contractor such loss, damage or compensation shall be paid by Transport Contractor to BHEL together with the costs incurred by BHEL on any legal proceedings pertaining thereto.
- 4.7 The Contractor is directly responsible for injuries / death of occupants or other user arising due to accident or otherwise of AC Car during the contractual period. At any point of time, BHEL will not be responsible for any loss / damage either to the person or to the AC Car arising out of accident of the AC Car for performing contractual obligations.
- 4.8 Any amount recoverable from transport contractor towards the loss / damage will be recovered from the outstanding payments due or from the Security Deposit. In case the amount is insufficient for such recoveries, transport contractor shall make good the balance amount by remitting in the cash office at BHEL. The company reserves the right to enter into Parallel contracts for the same period or any part thereof.
- 4.9 BHEL reserves the right to refuse / cancel the tender at any stage without any reason.
- 4.10 BHEL reserves the right to refuse / engage the Car if the driver or the car engaged does not confirm to any of the regulations of MV Act or TSMV Rules or blacklisted Contractor of BHEL, Hyderabad – 502 032.
- 4.11 The contract may be terminated at any time without paying compensation whatsoever to the transport 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 & conditions of this agreement.
- 4.12 The orders, notices or any correspondence to the transport contractor will be sent by registered post to the address furnished. This is deemed to have been served on the transporter, on date of report of delivery of such correspondence. The Transport Contractor shall carry out the orders without any delay.
- 4.13 Soon after the acceptance of the Order, the Transport Contractor shall enter into an agreement with M/S BHEL, Ramachandrapuram, Hyderabad – 502 032. The agreement shall be entered on Non-judicial Stamp paper of the value of Rs.200/- to be purchased by Transport Contractor at his own cost.

- 4.14 M/S BHEL, Ramachandrapuram, Hyderabad – 502 032 reserves the right to accept any tender or part of tender without assigning any reasons thereof irrespective of the fact whether the accepted tender is lowest or not.
- 4.15 In case the contractor does not carry out the contractual / statutory obligations or the services rendered by him are found to be unsatisfactory, BHEL shall bring the same to his notice and he will be obliged to discharge the obligations and rectify the anomaly within prescribed time failing which, BHEL reserves the right to terminate the contract without assigning any reason whatsoever. In such an event no damages will be payable for short closure of the contract.
- 4.16 The Contractor shall not resort to sub-contracting under any circumstances. If found subcontracting at a later date, BHEL reserves the right to cancel the contract and forfeit the security deposit.
- 4.17 Whenever the term Contractor is used, it shall be understood to refer to the particular person, firm or corporation with whom an agreement has been made by the concerned company official for executing the work defined in the concerned agreement and for the purpose of instructions regarding compliance with contract conditions. It shall include the contractors authorized agents, who are entrusted with the work by contractor.
- 4.18 All disputes, claims and demands arising in connection with the contract shall be settled by mutual consultation. If no such agreement is reached between the parties each party can appoint one arbitrator and the arbitrators so appointed can appoint a presiding arbitrator. The proceedings of the tribunal shall be in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules made there under. The venue of the Arbitration shall be at BHEL, Hyderabad or at such place as the arbitrators may direct. The award to be given by the arbitral tribunal shall be a speaking award. The costs, fees and expenses shall be borne by both the parties equally. The award of the tribunal shall be final and binding on both the parties equally. All questions, disputes, differences arising under, out of or in connection with this contract shall be exclusive jurisdiction of the courts at Sangareddy, Medak District, Telangana.
- 4.19 Nothing contained in the contract agreement and its conditions shall be deemed to preclude or render in-operative the service of any notice, letter or other communication upon the contractor personally.
- 4.20 Any addition, deletion or changes in the Partnership Deed/ Company MOA should be informed to BHEL.

## **5.0 PENALTY**

5.1 Penalties shall be levied in case of the following defaults:

- Non operation per day – 1.2 times the basic rate per day
- For late hours Rs.100/- per hour during any shift
- For not wearing uniform Rs.100/- per day
- For poor upkeep of Car Rs.200/- per day
- For non-operation of AC by driver Rs.500/- per day
- For refusing duty by the driver as per instructions of pool in-charge Rs.500/- per day.

5.2 The Contractor may be penalized and the contract may be liable for termination along with the forfeiture of Security Deposit in case , but not limited to the following:

- Tampering the Trip sheet / meter / bills or any case of fraud
- Involving in group strikes
- Not performing the duties as instructed by the pool authorities
- Continuous unauthorized break for more than 7 days
- Altercations with Transport Authorities
- Misconduct / Mischief / Misbehaviour / Smoking / Drunk /under influence of Drugs on duty.

5.3 Outstation duty allocation – The first outstation duty shall be allotted to the highest bidder among the awarded (L6 in case the tender is awarded to 6 contractors). If the duty is refused, penalty (as mentioned below) shall be levied and the same shall be awarded to next in line (L5 in case the tender is awarded to 6 contractors). This process shall be continued till the outstation trip is accepted by any of the contractor. Once the outstation duty is accepted the next outstation duty shall be allotted to next contractor in line and the loop continues.

- a) Penalty for refusing the outstation duty for the first time – Rs.2,000/-
- b) Penalty for refusing the outstation duty for the second time – Rs.3,000/-
- c) Penalty for refusing the outstation duty for the third time or thereafter – Rs.10,000/- per refusal.

## **6.0 PAYMENT TERMS**

6.1 Hiring charges shall be paid on monthly basis on submission of necessary invoice/ bills duly certified by concerned authorities in BHEL.

6.2 The Transport contractor shall submit his bills on 5th day of the following Month. The trips will be authorized by the user or Transport pool authorities. In case the bills are not submitted by 5th of the following Month, these bills cannot be settled

in the month in which the bills are received. All payments will be made only in favour of Proprietorship Firms/ Partnership Firms / Limited Company and not in favour of any individual.

Considering the basic rate for month (2000 km & 28 days @10 hrs/day) as 'R', extra/less km as 'x', rate for extra km as 'K', extra/less days as 'y', the billing shall be as mentioned.				
#	Km. run	No of days run	Total amount	Rate per month
1	2000	28	R	Basic rate shall be paid
2	2000-x	28	R	
3	2000+x	28	R+K*x	Basic rate along with extra km. shall be paid
4	2000	28-y	$R-1.2*y*(R/28)$	Penalty shall be levied per day from basic rate
5	2000-x	28-y	$R-1.2*y*(R/28)$	
6	2000+x	28-y	$R+K*x-1.2*y*(R/28)$	Penalty shall be levied per day from sum of basic rate and extra km. rate

6.3 Tax will be deducted at source from the running bills as per applicable income tax rules and other statutory requirements.

## 7.0 EMD & SECURITY DEPOSIT

7.1 An amount of Rs. One Lakh fifty thousand towards EMD shall be paid by Demand Draft drawn in the name of "Bharat Heavy Electricals Limited" payable at Hyderabad and shall be enclosed to the Techno commercial bid. No interest will be paid on EMD. **Any Tender without EMD will be rejected.** The EMD is returned to the unsuccessful bidder only after one month from the date of finalization of tender.

7.2 EMD - Earnest Money Deposit will be forfeited in case of the following:

- a) On withdrawal of the bid or increase in rates or changes in the bid conditions after opening of tender.
- b) On refusal to enter into a contract after the contract is awarded.
- c) In case of cheating, committing frauds, providing false information during any stage of tender process.
- d) If the successful tenderer does not commence the service from the date indicated in Letter of Intent (LOI).
- e) If bidder does not participate in Reverse Auction after getting technically qualified and accepted for RA.

- 7.3 EMD furnished by the successful bidder will be adjusted as part of Security Deposit towards contract performance guarantee and shall be refunded within three months of the date of expiry / completion / revocation of the contract. In the event of the agency failing to comply with any provision of the contract, the Security Deposit shall be forfeited by BHEL.
- 7.4 The Contractors who are having one time EMD certificate shall submit a self-certified copy of the same towards exemption for payment of EMD of Rs.Two lakhs.
- 7.5 No adjustment of EMD shall be made with EMD submitted earlier for other tenders of BHEL or any outstanding amount.
- 7.6 Successful tenderer shall pay a Security Deposit on the overall contract value. (Details as indicated in Clause 7.8)
- 7.7 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 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).
  - v. Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
  - vi. 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.
  - vii. 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.
  - viii. EMD of the successful tenderer can be converted and adjusted against the security deposit.
  - ix. 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).

- 7.8 Security deposit shall not be refunded to the contractor except in accordance with the terms of the contract.
- 7.9 If successful contractor fails to commence the work within the stipulated date as per LOI or could not continue the contract during the tenure of the contract, BHEL reserves the right to engage equivalent contractor from alternative sources at the contractors risk, responsibility and cost. Any extra cost incurred in such engagement from alternative source will be recovered from the security deposit / outstanding bill and if the value of the service under risk purchase exceeds, the amount of security deposit and / or outstanding bill, the same may be recovered if necessary by dual legal process.
- 7.10 As per the policies of BHEL, the amount of Security Deposit shall be as follows:

#	Contract Value	Security Deposit
1	<=10 lakhs	10% of value
2	10-50 lakhs	1 lakh + 7.5% of value above 10 lakhs
3	>=50 lakhs	4 lakh + 5% of value above 50 lakhs

**ANNEXURE – I**

**UNDER TAKING**

(for tenderers not in possession of AC Car at the time of submission of tender documents)

I, undersigned applied for Hiring of AC Cars for a period of 2 years vide Tender No. HY/M&S/TPT/AC\_Car/2016-18, Dated: 02-March-2016 given by M&S Transport Section, BHEL, Ramachandrapuram, Hyderabad – 502032.

In the above said tender I have not submitted the details of AC Car(s) as I / we don't own AC Car(s) (Model June 2013 or later) at present.

If I / we stand L1 in the tender or if order is received for supplying AC Cars for a period of 2 years, I / we will produce the required number of car(s) with maximum mileage run of 80000 Kms. physically at the time of inspection, for which the date and time will be intimated by transport pool of M&S along with requisite documents.

Name, Address of the Contactor

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Mobile Number:

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Landline Number:

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**PART-II**  
**(PRICE BID)**

Price bid for “Hiring of AC Cars for a period of 2 years”

Local trips			
Sl. No.	Description	Rate (INR)	
		In Figures	In Words
1	Basic monthly rate for 2000 kms. @10hrs operation per day per AC Car with Driver & including fuel and maintenance.	(In figures)	(In words)
2	Rate per extra Km. beyond 2000 Kms. run in a month	(In figures)	(In words)
3	Rate per extra hr. beyond 10 hrs of operation per day	(In figures)	(In words)

Out-station trips			
Sl. No.	Description	Rate (INR)	
		In Figures	In Words
1	Rate per Km.	(In figures)	(In words)
2	Additional charges per day if vehicle does not cover 300 km. in a day	(In figures)	(In words)
3	Driver Batta per day	(In figures)	(In words)

1. **Whenever a Car is deputed for outstation trip, proportionate ( full day basis) amount will be deducted in the basic monthly rate. On any given day, bill can be claimed either for local or outstation trip and not both.**
2. Please note that Service tax shall be paid extra. All other taxes & expenses are considered as inclusive in rates. Prices to be quoted accordingly.

Name, Address of the Contactor \_\_\_\_\_

\_\_\_\_\_

Mobile/Landline Numbers: \_\_\_\_\_

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