

	Bharat Heavy Electricals Limited (A Government of India Undertaking) BOILER AUXILIARIES PLANT RANIPET - 632 406, INDIA	Phone No: 04172-284259,284698 FAX No: 04172-241176 E-mail: elangovan@bhelrpt.co.in mpcsekhar@bhelrpt.co.in
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WORKS CONTRACT MANAGEMENT DEPARTMENT

REGISTERED POST WITH ACK.DUE

NOTICE INVITING TENDER	
Tender Notice No	9850016E DT: 17.02.2016
Name of work	Hiring of 2 numbers of Ambulanaces on monthly rental basis , for Two Years period , for <i>Transportation of patients to and from BHEL Township hospital and Factory medical centre.</i>
Type of tender	Open tender.
Period of contract	Two Years (Tentatively from 05.04.2016)
Earnest Money Deposit (EMD) Amount	Rs.20,000/-
Last date & Time for Receipt of the Tender	04.03.2016 at 14.00 hrs
Date of Technical bid Opening	04.03.2016 at 14.30 hrs onwards.
<i>(Please obtain updated information from the BHEL website about the latest applicable dates & other changes if any in the tender contents)</i>	
Date of Price Bid Opening	Bidders whose technical bids are found acceptable will be intimated separately about the status of their offers and the date of opening of Price Bid.
Place of submission of Tender	Tender Box placed in WCM Department (ENGG. Building –First Floor(South side), BHEL –BAP- Ranipet – 632 406.
Address on the Sealed Tender Cover to be:	SR.MANAGER/ WCM DEPARTMENT ENGG. BUILDING –FIRST FLOOR(SOUTHSIDE), BHARAT HEAVY ELECTRICALS LIMITED RANIPET , VELLORE DISTRICT, TAMILNADU– 632 406.
Venue of the Tender Opening	WCM Department
<p>Note:</p> <ol style="list-style-type: none"> The Tender documents can be down loaded from BHEL website (http://www.bhel.com/tender/list_tender.php) and Govt tender web site: http://tenders.gov.in/ and also in Central Public Procurement Portal (CPP) website: http://eprocure.gov.in/epublish/app Interested bidders may alternately collect hard copy of tender specification documents at free of cost from WCM Dept / BHEL / Ranipet on all working days (between 10.00 to 15.00 hrs) . BHEL reserves the right to accept or reject any or all tenders without assigning any reasons whatsoever. All corrigenda, addenda, amendments, clarifications etc. to tender specification will be hosted in the BHEL website (www.bhel.com > Tender notifications > view corrigendum) only and not in the news papers. Bidders shall keep themselves updated with all such developments. <p>BHEL reserves the right to reject any tender on the basis of unsatisfactory performance of the bidder in any on going job or any similar job in the past.</p>	

**SR.MANAGER / WCM
(ISSUING OFFICER)**

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QUALIFICATION REQUIREMENTS (QR):

1. Bidders should have minimum “2” vehicles and quote for “2”nos of Ambulances only.
2. The vehicle offered for the ambulance services shall be Tempo Traveller model 2010 & above only.
3. Vehicles offered shall be registered in the name of the tenderer or leased.
4. In case of the leased vehicle(s), a valid lease agreement till the end of the proposed contract period shall be available in the name of tenderer.
5. Valid Comprehensive Insurance policy for all the vehicles offered.
6. Tenderers shall be technically rejected who are
 - a) Not fulfilling the EMD (or)
 - b) Unable to quote for “2” ambulances (or)
 - c) Fails to provide documents as per clause 10 of page 22 of NIT

Price bids of the rejected offerers will not be opened.

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

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

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CHECK LIST (TO BE FILLED BY THE TENDERER)

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

*tick the appropriate

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SCOPE OF WORK:

1. Providing Ambulance services alongwith "Driver" with the following equipments/ facilities.

Sl	Description	Requirement	Remarks
1.	Ambulance Van/Model	Tempo Traveller of Model 2010 and above only	
2.	Place of work	BHEL, Ranipet	
3.	Required Number	Two (02)	
4.	Working days	All days including Sundays and holidays	
5.	Working Hours	24 hrs.,	
6.	Operator	One driver for each shift	
7.	To Provide following equipments in the Ambulance:		
		Automatic collapsible stretcher	
		Side stretcher	
		Foldable wheel chair	
		12V plug point for operating suction apparatus	
		Clamp for oxygen cylinder	Oxygen gas cylinder by BHEL
		Hook for hanging iv fluid bottle	
		Nebulizer	
		Ambu bags(pediatrics and adult)	
		Drug cabinet	Medicines by BHEL
		Attendant seat	
		Doctor seat	
		Water tank with wash basin and tap	
		Window screens	
		Fans for patients	
		Buzzer	
		Cervical Collar immobilization of neck.	
		Flash light & Tail lights	
		Endo tracheal tube	
		Urinal & Bed pans	
		<u>Emergency care equipment:</u> Portable suction unit, Bag, valve, mask, Airways, Mouthgags, Tracheotomy adaptor. Immobilization: Long and short spine boards	
		<u>Safety:</u> Fire extinguisher, dry powder type First aid box	

2. Ambulance offered shall be in good condition and operated in Factory Medical Centre(FMC) & Township Main hospital.

a) For FMC the approximate usage of the vehicle per year is 2,700 KM and

b) For Main hospital the approx. usage of the vehicle per year is 41,500KM

However, the distance may vary according to BHEL's requirement and payment will be made on monthly rental basis only. The vendor shall quote for monthly rental charge on all inclusive basis i.e.including Rent, driver salary, allowances, vehicle tax, permit, insurance, vehicle maintenance and all statutory payments etc., but excluding Diesel cost . Any revision in minimum wages during the period of contract ,will have to be borne by the contractor only.

Cost towards diesel will be reimbursed on submission of the claims , by BHEL @ 1 litre for every 10 KM usage , as certified by the Concerned BHEL Engineer at the prevailing cost at IOCL dealer, Ranipet as announced by IOCL.

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GENERAL CONDITIONS AND INSTRUCTIONS TO TENDERER

01. Tenders will be received by M/s Bharat Heavy Electricals Ltd, Ranipet-6 up to 14.00 Hrs on 04.03.2016 in the prescribed form and will be opened on 04.03.2016 at 14.30 Hrs in the presence of such of those tenderers or their agents, who may choose to attend, with authorization letter from the tenderer.
02. Tenders must be submitted in sealed covers and should be addressed to Sr. Manager/WCM Dept., **BHEL/BAP/RANIPET**, with full name and address of the tenderer and the name of the work being super scribed on the cover
03. Late offers & incomplete offers shall become liable for rejection.

IMPORTANT NOTE

04. The tender shall be submitted as given below.
 - **Cover-1** shall contain the EMD alone. Bidders who had already remitted one time EMD (Rs. Two lakhs) should furnish the details of cash receipt No. _____ Dt. _____ with a covering letter. Tender without EMD / without reference to one time EMD / without MSME valid certificate (as per MSE Clause listed in point no.24) will be summarily rejected.
 - **Cover-2** shall contain the techno-commercial bid (Page 1 to 30) and all relevant documents.
 - **Cover-3** shall contain only the price bid. (Page 31)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.

05. At the time of tender opening,
 - Covers containing EMD/One time EMD particulars (if paid already)/ MSME valid certificate (as per MSE Clause listed in point no.37), alone shall be opened first. Tenders received without earnest money deposit in full or part, in the form prescribed shall be summarily rejected.
 - Technical bids of such of those tenderers who satisfy EMD requirements alone will be opened next.
 - Price bids will be opened, after evaluation of suitability of technical bids.
 - If any of the tenders not fulfilling the laid down conditions (qualification criteria) or non submission of valid documents as per clause 10 of page 22 within the time limit prescribed by BHEL, their offer shall be rejected.
- The date & time of opening of price bid will be intimated to those tenderers who are technically qualified.
06. ***The vehicles offered by the tenderers who have been short listed for award of work, may be inspected at the discretion of BHEL for the condition and up keep of the vehicle after price bid opening & prior to the award of contract.***
07. If the successful bidder is not able to provide the originally offered vehicle, they will be allowed to arrange any other vehicle with same capacity, registered on or after the registration date of the originally offered vehicle.

08. All entries in the tender documents should be in one ink. Erasures and over-writings are not permitted. All correspondences and insertions should be duly signed by the tenderers concerned.
09. Tenderers should fill their rates in figures and words in the blank spaces provided for this purpose in the schedule of rates format enclosed along with these documents and also sign each and every page of the tender documents.
10. The tenderer should fill and sign the checklist which is enclosed with this Tender document page no 04. This should be enclosed along with the technical bid.
11. 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.
12. In quoting the rate, the tenderers are advised to take into account of all the factors including any fluctuations in the market rates etc. No claim shall be entertained on this account after acceptance of the tender or during the currency of the contract.
13. The rate quoted in the tender shall remain valid for a period of three months from the date of opening of tender.
14. Earnest Money Deposit (EMD) of Rs.20,000/- (Rupees Twenty thousand only) in the form of Cash receipt / Demand Draft drawn from any nationalized bank, in favor of **“BHEL, Ranipet”** payable at SBI, Mukundarayapuram Branch (Code 7013)/ Pay online (please ref. page no.3 -Note) and enclose the payment details in the EMD cover.
15. ***"No interest shall be payable by BHEL on Earnest Money or Security Deposit, if applicable, or any money due to the Contractor by BHEL." "BHEL shall have the right to recover any money due from the contractor from any money due to the contractor under this contract or any other contract or from the security deposit."***
16. ***If a tenderer withdraws his offer after submission or after acceptance, fails to provide the vehicle in accordance with the instructions of the Manager/M&S, Cranes &Transport, the earnest money deposited by him will be forfeited and acceptance of his tender will be withdrawn.***
17. The Bharat Heavy Electricals Limited, reserves the right to reject any or all the tenders received or accept any tender or part thereof without assigning any reason there for.
18. Tenders submitted by post should be sent through **“REGISTERED POST WITH ACKNOWLEDGEMENT DUE/Speed Post/Courier”**. The tender should be posted with due allowance for any delay in postal delivery. **The tenders received after the due date and time schedule specified in the tender will not be considered for further processing.**
19. The contractor's responsibility for this contract shall commence from the date of issue of order of acceptance of his tender.
20. The acceptance of the offer by BHEL is based on the EMD & the vehicle documents / legal ownership pertaining to the vehicle(s) within the time limit prescribed by BHEL.

21. The earnest money deposited by the successful tenderer will be retained towards Security Deposit for the due fulfillment of the contract.
22. 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.
23. 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.

24) MSME CLAUSE:-

No need to pay the EMD amount, if bidder is having a valid MSE certificate.

MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity(five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM-II certificate along with attested copy of a CA certificate(as below) where deemed validity of EM II certificate of five years has expired)applicable for the relevant financial year(latest audited). Date to be reckoned for determining the deemed validity will be the last date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal .Documents should be notarized or attested by a Gazetted officer.

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

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

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

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

Certificate by Chartered Accountant on Letter head

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

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

1. For Manufacturing Enterprises: Investment in plant and machinery(i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722(E) dated October 5, 2006:

Rs..... Lacs

2. For Service Enterprises: Investment in equipment(original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006.

Rs..... Lacs

(Strike off whichever is not applicable)

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

Or

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

Date:

(Signature)

Name-

Membership number

Seal of Chartered Accountant

Signature of the Tenderer with seal
(Authorized Signatory)

25. SECURITY DEPOSIT:

The rate of security deposit shall be calculated for the total rental value only which excludes diesel cost and other charges etc.,

SECURITY DEPOSIT shall 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 shall be furnished before start of work by the contractor.

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, KisanVikasPatraetc (certificates should be held in the name of contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).

v) Bank guarantee from scheduled banks / Public Financial Institutions as defined in the companies Act. The bank guarantee format shall have the approval of BHEL.

vi) Fixed Deposit Receipts issued by scheduled banks / Public Financial Institutions as defined in the companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.

vii) Security Deposit can be also recovered at the rate of 10% from running bills. However in such cases at least 50% of the security deposit shall be furnished before start of the work and the balance 50% may be recovered from the running bills.

viii) EMD of the successful tenderer can be converted and adjusted against security deposit.

ix)The security deposit shall not carry any interest.

26. Security deposit shall be refunded only after successful completion of the contract BHEL's satisfaction.

27. Should a tenderer or a contractor has a relative or in the case of a firm or company of contractors, any of its shareholders or shareholder's relative, employed in Bharat Heavy Electricals Ltd, the authority inviting tenders shall be informed of this fact at the time of submission of the offer, failing which the offer may be disqualified or if such fact subsequently come to light, the contract may be cancelled.

28. BHEL employees and their dependents are NOT eligible to submit their offer against this contract. Even if they submit out of ignorance the offer shall be disqualified.

29. If a tenderer expires after submission of his tender, the Bharat Heavy Electricals Ltd, may be at their discretion to cancel such tender.

30. BHEL will not bound by any power of Attorney granted by the tenderer or changes in the composition of the firm made subsequent to the execution of the contract. They may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contract concerned.

31. 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.

32. Words imparting the singular number shall deemed to include the plural number and vice versa where the context so require.

33. The expenses for completing and stamping the agreement shall be to the contractor's account.

34. The general and special conditions of contract are complementary to each other and where they are in conflict, the special conditions shall prevail. In regard to matters not covered by the General or Special conditions of contract, those contained in the specifications approved by BHEL, shall apply.

35. Tenderers shall not increase their quoted rates incase BHEL negotiate for reduction of rates, such negotiations shall not amount to cancellation or with drawn of the original offer and the rates originally quoted shall be binding on the tenderers for a period of three months from the date of opening of tenders.
36. 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.
37. 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.
38. 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. In case if the vendor is not interested in submitting offer against this tender, the vendor should return all the tender papers with a covering letter stating the reasons for not submitting offer.
39. **a) Arbitration**
- i) All disputes between the parties to the Contract, arising out of or relation to the Contract shall after written notice by either party to the Contract to the other party be referred to the sole Arbitration of Executive Director, BAP or any designate nominated by the Executive Director of BHEL in his sole discretion.
- ii) The venue of Arbitration shall be Ranipet, Tamil Nadu. The arbitrator may hold meetings for convenience in such a place or places discretion.
- iii) The award of the Arbitrator shall be final, conclusive and binding on both parties to the Contract.
- iv) The Contractor shall, not with standing any disagreement, dispute, protest, request for arbitration, court or other proceedings, continue to perform the Services in accordance with the determinations, instructions and clarifications of BHEL.
- b) Subject to the above, the appropriate court in Ranipet shall have the exclusive jurisdiction over any disputing arising out of or in connection with this Contract.
- c) **Risk Purchase**
- i) In case of any neglect or refusal on the part of the Contractor to:
- commence the Contract, or
 - provide sufficient labour for the Contract or
 - if in the opinion of BHEL, the Contract performed by the Contractor are not satisfactory, or
 - if the Contractor fails to carry out the Contract or as per instructions of the BHEL or officer authorized by it,

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

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

- iii) In the event, the cost of the work so done (as certified by BHEL which is final and conclusive) is less than the Contract cost, the advantage shall accrue to the BHEL and if the cost exceeds the money due to Contractor under the Contract, the Contractor shall either pay the excess amount ordered by BHEL or the same shall be recovered from the Contractor by other means.
- d) Contractor shall indemnify and keep indemnified BHEL, its other contractors and/or sub-contractors and its/their employees from all actions, proceedings, suits, claims, demands, liabilities, damages, losses, costs, charges, expenses, judgments and fines arising out of or in the course of, or caused by the execution of work under the Contract or other obligations hereunder directly or indirectly associated herewith which may arise due to:
 - i) Breach of law by the Contractor, or any of its sub-contractor, or any of their respective employees.
 - ii) Negligence or willful default by the Contractor, or any of its sub-contractor, or any of their respective employees.
 - iii) Failure by Contractor to proceed with Project in accordance with the determinations, instructions and clarifications of Company pending disagreement, dispute, protest, request for arbitration/ court proceedings.
 - iv) Loss of property or death of any employee of BHEL or of its other contractors/ sub-contractors.

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

40. 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.

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

42. Multiple Bids:

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

- a) Two bids by the same party.

b) If one bidder is the Affiliate of another bidder.

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

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

43. **Fraud Prevention Policy:**

The bidder along with its associate / collaborators / sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about fraud or suspected fraud as soon as it comes to their notice.

44. **REVERSE AUCTION**

BHEL reserves the right to go for reverse auctioning among the technically qualified bidders who have been sort listed after technical bid evaluation.

"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."

ANNEXURE- I

TERMS & CONDITIONS OF REVERSE AUCTION

Against Hiring of 2 numbers of Ambulanaces on monthly rental basis , for Two Years period , for Transportation of patients to and from BHEL Township hospital and Factory medical centre., BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

- 1) For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
- 2) Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit „online sealed bid" in the Reverse Auction. Non-submission of „online sealed bid" by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.

- 3) BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
- 4) In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
- 5) Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
- 6) Bidders have to fax the Compliance form (annexure IV) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
- 7) In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
- 8) Reverse auction will be conducted on scheduled date & time.
- 9) At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
- 10) The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
- 11) In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.
- 12) Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the „Business Rules of Reverse Auction" , which will be communicated before the Reverse Auction.
- 13) If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action *as per extant BHEL guidelines*, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
- 14) The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
- 15) In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.
- 16) BHEL reserves the right to negotiate with the L1 tenderer emerged out of Reverse Auction if the L1 amount is more than the estimated amount.

ANNEXURE- II

BUSINESS RULES FOR REVERSE AUCTION

SCOPE: Hiring of 2 numbers of Ambulanaces on monthly rental basis , for Two Years period, for Transportation of patients to and from BHEL Township hospital and Factory medical centre., Bidders should please go through the guidelines given below and submit acceptance of the same.

1. SCHEDULE FOR REVERSE AUCTION: The Reverse Auction scheduled date will be informed later.

- **Online Sealed bid** : **Will be informed later.**
- **Online Reverse Auction** : **Will be informed later.**

2. AUCTION EXTENSION TIME: If a bidder places a bid in the last 10 minutes of closing of the Reverse Auction and if that bid gets accepted, then the auctions duration shall get extended automatically for another 10 minutes, for the entire auction (i.e. for all the items in the auction), from the time that bid comes in. Please note that the auto-extension will take place only if a bid comes in those last 10 minutes and if that bid gets accepted as the lowest bid. If the bid does not get accepted as the lowest bid, the auto-extension will not take place even if that bid might have come in the last 10 minutes. In case, there is no bid in the last 10 minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension. However, bidders are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc. The above process will continue till completion of Reverse Auction.

3. BID PRICE: The Bidder has to quote the total lump sum price (inclusive of design, fabrication supply to site, erection and all taxes and duties) for the Items specified in *Annexure. VI.* & as per excel working sheet.

Note: For the consideration of L1 bidder, the bid value shall be reduced by loading amount, if applicable.

4. BIDDING CURRENCY AND UNIT OF MEASUREMENT: Bidding will be conducted in Indian rupees for the scope and the specifications mentioned in *Annexure- VI* & as per excel working sheet.

5. VALIDITY OF BIDS: Price shall be valid for 90 days from the date of reverse auction. These shall not be subjected to any change whatsoever.

6. LOWEST BID OF A BIDDER: In case the bidder submits more than one bid, the lowest bid at the end of Online Reverse Auction will be considered as the bidder's final offer to execute the work.

7. POST AUCTION PROCEDURE: BHEL will proceed with the Lowest Bid in the Reverse Auction for further processing.

8. PROCEDURE OF REVERSE AUCTIONING :

- i. **Online Sealed Bid:** This duration of online sealed bid will be {...} minutes. All bidders to submit their online sealed bids during this period.
- ii. **Online Reverse Auction:** The „opening price” i.e. start price for RA and „bid decrement” will be decided by BHEL.
- iii. If BHEL decides the lowest online sealed bid as the starting price, then the lowest bidder in online sealed bid shall be shown as current L1 automatically by the system and no acceptance of that price is required. System shall have the provision to indicate this bid as current L1.
- iv. Bidders by offering a minimum bid decrement or the multiples thereof can displace a standing lowest bid and become “L1” and this continues as an iterative process.
- v. After the completion of the online reverse auction, the Closing Price (CP) shall be available for further processing.

9. If no bid is received in the auction system/ website within the specified time duration of the online RA, then BHEL will scrap the online reverse auction process and proceed with the conventional mode of tendering (opening of the envelope sealed bids earlier submitted by the bidders).

In cases where no bidder accepts the start price, the RA may be treated as failed and sealed envelope price bids of all the techno-commercially qualified bidders shall be opened and the tender processed accordingly. Wherever the techno-commercially acceptable bidder(s) had agreed to participate in the RA and had failed to submit the online sealed bid, the envelope sealed bids of such bidder(s) shall not be entertained.

Wherever, the evaluation is done for individual items of the package, and no bid is received for some of the item(s), RA will be considered as failed for these item(s), re-reverse auction/ retendering will be conducted for these items.

10. Only those bidders who have submitted the “online sealed bid” within the scheduled time shall be eligible to participate further in RA process. **However, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.**
11. Any commercial/ technical loading shall be intimated to bidders prior to RA. The excel sheet provided in this regard shall cover all these aspects. Commercial/ technical loading if any, shall be added by the respective bidder in its price during online sealed bid & Online Reverse Auction. Modalities of loading & de-loading shall be separately intimated to the bidders.
12. Computerized reverse auction shall be conducted by BHEL (through M/s {Service Provider}), on pre-specified date, while the bidders shall be quoting from their own offices/ place of their choice. Internet connectivity shall have to be ensured by bidders themselves.

During the RA if a bidder is not able to bid and requests for extension of time by fax/ e-mail/ phone then time extension of additional 15 minutes will be given by the service provider provided such requests come before 5 minutes of auction closing time. However, only one such request per bidder can be entertained.

Despite this extension if bidder fails to upload his prices due to extreme case of failure of Internet connectivity, (due to any reason whatsoever may be) it is the bidders’ responsibility/ decision to send fax communication immediately to M/s. {Service provider}, furnishing the price the bidder wants to bid online with a request to the service provider to upload the faxed price on line so that the service provider will up load that price on line on behalf of the Bidder. It shall be noted clearly that the concerned bidder communicating this price to service provider has to solely ensure that the fax message is received by the service provider in a readable/ legible form and also the Bidder should simultaneously check up with service provider about the clear receipt of the price faxed.

It shall also be clearly understood that the bidder shall be at liberty to send such fax communications of prices to be up loaded by the service provider only within the closure of Bid time and under no circumstance it shall be allowed beyond the closure of Bid time /reverse auction. It shall also be noted that the service provider should be given a reasonable required time by the bidders, to upload such prices online and if such required time is not available at the disposal of the Service provider at the time of receipt of the fax message from the bidders, the service provider will not be uploading the prices and either BHEL or the service provider are not

responsible for this unforeseen circumstances. In order to ward-off such contingent situation bidders are requested to make all the necessary arrangements/ alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the reverse auction successfully. Failure of power or loss of connectivity at the premises of bidders during the Reverse auction cannot be the cause for not participating in the reverse auction. On account of this, the time for the auction cannot be extended and neither BHEL nor M/s. {Service provider} is responsible for such eventualities.

13. Proxy bids: Proxy bidding feature is a pro-bidder feature to safe guard the bidder's interest of any internet failure or to avoid last minute rush. The proxy feature allows bidders to place an automated bid in the system directly in an auction and bid without having to enter a new amount each time a competing bidder submits a new offer. The bid amount that a bidder enters is the minimum that the bidder is willing to offer. Here the software bids on behalf of the bidder. This obviates the need for the bidder participating in the bidding process until the proxy bid amount is decrementally reached by other bidders. When proxy bid amount is reached, the bidder (who has submitted the proxy bid) has an option to start participating in the bidding process.

The proxy amount is the minimum amount that the bidder is willing to offer. During the course of bidding, the bidder cannot delete or change the amount of a proxy bid.

Bids are submitted in decrements (decreasing bid amounts). The application automates proxy bidding by processing proxy bids automatically, according to the decrement that the auction originator originally established when creating the auction, submitting offers to the next bid decrement each time a competing bidder bids, regardless of the fact whether the competing bids are submitted as proxy or standard bids. However, it may please be noted that if a manual bid and proxy bid are submitted at the same instant manual bid will be recognized as the L1 at that instant.

In case of more than one proxy bid, the system shall bid till it crosses the threshold value of „each lowest proxy bid“ and thereafter allow the competition to decide the final L1 price.

Proxy bids are fed into the system directly by the respective bidders. As such this information is privy only to the respective bidder(s).

14. Bidders are advised to get fully trained and clear all their doubts such as refreshing of Screen, quantity being auctioned, tender value being auctioned etc.
15. M/s. {Service provider}, shall arrange to demonstrate/ train the bidder or bidder" s nominated person(s), without any cost to bidders. M/s. {Service provider}, shall also explain the bidders, all the rules related to the Reverse Auction/ Business Rules Document to be adopted along with bid manual. Bidders are required to give their compliance on it before start of bid process.
16. Successful bidder shall be required to submit the final prices, quoted during the Online Reverse Auction in Annexure - VII after the completion of auction to M/s. Service provider besides BHEL, duly signed and stamped as token of acceptance without any new condition other than those already agreed to before start of auction.
17. Any variation between the final bid value and that in the confirmatory signed price breakup document will be considered as tampering the tender process and will invite action by BHEL as per extant guidelines in vogue.

18. Bidders bid will be taken as an offer to execute the work as per tender no 9850016E, DT: 17.02.2016. Bids once made by the bidder, cannot be cancelled/ withdrawn and bidder shall be bound to execute the work as mentioned above at bidder's final bid price. Should bidder back out and not execute the contract as per the rates quoted, BHEL shall take action as per extant guidelines in vogue.
19. Bidders shall be assigned a Unique User Name & Password by BHEL or M/s. {Service provider}. Bidders are advised to change the Password and edit the information in the Registration Page after the receipt of initial Password from BHEL/ M/s. {Service provider} to ensure confidentiality. All bids made from the Login ID given to the bidders will be deemed to have been made by the bidders/ bidders" company.
20. Bidders shall be able to view the following on their screen along with the necessary fields during Online Reverse Auction:
 - a. Leading (Running Lowest) Bid in the Auction (only total price of package)
 - b. Bid Placed by the bidder
 - c. Start Price
 - d. Decrement value
21. After receipt of the system report from the Service Provider after completion of the Online Reverse Auction, BHEL will decide upon the winner. BHEL" s decision on award of contract shall be final and binding on all the Bidders.
22. BHEL reserves the right to cancel the Reverse Auction process/ tender at any time, before ordering, without assigning any reason.
23. BHEL shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause. In such cases, the decision of BHEL shall be binding on the bidders.
24. Other terms and conditions shall be as per bidder's techno-commercial offers and other correspondences, if any, till date.
25. Bidders are required to submit their acceptance to the terms/ conditions/ modalities before participating in the Reverse Auction in the process compliance Form as per **Annexure-IV**.
26. BHEL can decide to extend, reschedule or cancel any Auction with prior intimation to all bidders.
27. If there is any clash between this business document and the FAQ available, if any, in the web site of M/s. {Service provider} the terms& conditions given in this business document will supersede the information contained in the FAQs. Any changes made by BHEL/ service provider (due to unforeseen contingencies) after the first posting shall be deemed to have been accepted if the bidder continues to access the portal after that time.

ANNEXURE- VI

The List of Items to be procured along with the Quantities and the Auction Start Time & Close Time is as follows:

ITEM DESCRIPTION:

Hiring of 2 numbers of Ambulanaces on monthly rental basis , for Two Years period , for Transportation of patients to and from BHEL Township hospital and Factory medical centre.

SI. No	DESCRIPTION	OPENING PRICE (Rs.)	BID DECREMENT (Rs.)	AUCTION TIME
1	Monthly rental charges per Ambulance (Tempo Traveler) per month, for 24 hrs operation on all inclusive basis.(Excluding Diesel charges)	Shall get displayed on the site during the start of the auction.	Will be informed later	Will be informed later

Annexure – IV

Process Compliance Form (Sample)

(The bidders are required to print this on their company's letterhead and sign, stamp before faxing)

To

- M/s. {Service provider
- Postal address}

Sub: Agreement to the Process related Terms and Conditions

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the tender document for "Hiring of 2 numbers of Ambulanaces on monthly rental basis , for Two Years period , for Transportation of patients to and from BHEL Township hospital and Factory medical centre" against BHEL tender Notice no: **9850016E**. This letter is to confirm that:

- 1) The undersigned is authorized official/ representative of the company to participate in RA and to sign the related documents.
- 2) We have studied the Reverse Auction Terms & Conditions and the Business rules governing the Reverse Auction as mentioned in your letter and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
- 4) We also confirm that, in case we become L1 bidder, we will email/ fax the price confirmation & break up of our quoted price as per template Excel working sheets issued by M/s BHEL M/s. {Service provider.

5) We confirm that **rates are valid till 90 days from the date of completion of Reverse Auction**

We, hereby confirm that we will honor the Bids placed by us during the auction process.

With regards

Signature with company seal

Name –

Company / Organization

Designation within Company / Organization

Address of Company / Organization

- Sign this document and Fax it to M/s {Service provider} at {.....} prior to start of the Event.

- Attach a signed copy of the tender document along with the Agreement Form/ Process Compliance form and send to M/s. {Service provider}

Annexure – VII

RA price confirmation and breakup (Sample)

To

M/s. Service provider

Postal address

CC: M/s BHEL

{Unit- Address-}

Sub: Final price quoted during Reverse Auction and price breakup

Dear Sir,

We confirm that we have quoted against the Tender notice no **9850016E** as detailed below

As our final prices during the Reverse Auction conducted on **xx.xx.2016**.

Thanking you and looking forward to the valuable order from BHEL.

Yours sincerely,

For _____

Name:

Company:

Date:

Seal:

45. Affidavit:

Applicant shall ensure furnishing an undertaking in the form of an affidavit(As per Annexure-II) on non-judicial stamp paper valued `20/- and duly self-attested by the Bidder.

ANNEXURE-II

(THE FOLLOWING AFFIDAVIT TO BE SUBMITTED ON NON-JUDICIAL STAMP PAPER VALUED 20/-)

AFFIDAVIT

We(Name & Address of bidder) disclose/confirm the following for this enquiry no. 9850016E, 17.02.2016:-

(a) The details of our Group concerns or affiliates etc. who are also engaged in similar business are given below:-

SL No	Company Name	Directors / Partners / Proprietor Name as applicable	DIN / PAN Number or Partnership Deed registration number if applicable
1			
2			
etc.,			

**Note: (i) If none of your Group concerns or affiliates etc. are also engaged in similar business, kindly write "Not applicable" in the table cells.

(ii) If applicable, self-attested copies of relevant documents confirming DIN Number/ PAN Number / Partnership registration shall be enclosed along with affidavit.

(b) We confirm that none of our Group concerns or affiliates etc. appears on the list of banned firms/companies by BHEL (List available on www.bhel.com) nor any of the Director/Partner/Proprietor of bidder/such group concern or affiliate etc. are involved with such firm/company.

(c) We confirm that other than us (.....*Name of bidder*), none of our Group concerns or affiliates etc. are participating in the tender either directly or indirectly through any other agency under same Proprietor/common Partner(s)/common Director(s).

(d) BHEL may reject the bid or in case the contract has been awarded, then terminate the contract apart from taking any other suitable action under the contract or applicable legal provisions or BHEL guidelines, including "Guidelines for Suspension of Business Dealings" without any liability for any compensation to us (-----*Name of bidder*) if,

(i) BHEL found at any time that any statement made by us in affidavit cum undertaking is false, fraudulent (or)

(ii) any document submitted by us was fake or forged (or)

(iii) if BHEL determines in its sole discretion that any statement was aimed at deliberately misleading BHEL with a view to ensure award of the subject contract to the bidder.

(e) We confirm that we have not changed any information in tender documents submitted.

Signature of the tenderer with seal
(Authorized Signatory)

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SPECIAL TERMS AND CONDITIONS.

1. The Ambulance services is for transportation of patients, to and from BHEL Factory Medical Centre and BHEL Township Hospital and from Factory Medical Centre or Township Hospital to referral hospitals in and around Ranipet, Vellore or to any other place as may be required from time to time.
2. Exchanging or deploying the “2” Ambulances between Factory Medical centre & Township Main Hospital is the prerogative of BHEL only.
3. In case of any requirement arising for change/replacement of Ambulances , during the period of Contract, Vehicles registered to be of models later than the originally quoted.
4. **The tenderer has to quote for “Two Ambulances” only. Quoting for only one ambulance will be liable for rejection of offer.**
5. ***The diesel charges shall be fully reimbursable by BHEL as per the rate announced by IOCL, prevailing at IOCL dealer Ranipet from time to time during the contract period.***
6. ***The vehicles offered should have been registered under, ‘ Ambulance’ category with the Road Transport Authority.***
7. ***Service Tax is not applicable for the Ambulance services used for transportation of the patients to and from a clinical establishment as per clause 2(t) of Notification No. 25/2012-ST dated 20.06.2012.***
8. In case if the Tenderer is a Registered Partnership Firm, it is sufficient if the vehicle is owned by one of the partners of the Partnership Firm. In such case, the Tenderer shall enclose a Letter of Undertaking from all the Partners of the Firm as per Annexure (page 28).
9. ***Work will be awarded to the Technically Qualified Lowest standing (L1) bidder , in the price bid evaluation rating.***

In case, there is no differentiation in the rates of more than one bidder and as a result if there exists more than one lowest bidder (L1) , ranking will be as follows:

 - i. **Latest registered vehicles Quoted , will be ranked first.**
 - ii. **In case of “2” different bidders’ vehicles are found to be latest registered , snap bids will be obtained to decide upon L1. Any increase in already quoted rate will not be considered.**
 - iii. **In case of any subsequent ties, ranking will be at BHEL’s discretion considering vehicle conditions, previous performance etc,.**
10. Photostat copies of the following documents pertaining to the vehicle are to be enclosed along with the tender documents.
 - a) RC book of the vehicles
 - b) FC details of the vehicles
 - c) Insurance Policy (Comprehensive) of the vehicles
 - d) Tax payment details of the vehicles
 - e) Lease agreement (as per format in page 29), if applicable.

11. Originals of the above documents shall be submitted by the contractor whenever requested by BHEL to do so.
12. The Ambulance is required for a contract period of ONE YEAR. Tenderers should fill in their rates in the blank space provide for this purpose in the Schedule of Rates enclosed along with these documents. The period of contract is likely to be extended subject to mutual agreement between BHEL and the contractor. In case of such extension, the terms and conditions and hiring charges agreed already will remain same for the extended period also.
13. The Contractor should pay necessary taxes and other insurance payment and carryout exhaust emission test (once in six months). All the connected documents should be kept alive during the contract period.
14. The vehicle should be well maintained and in good running condition. It should ply smoothly without any vibration to avoid patient fatigue.
15. The fuel tank should be always kept full and at any point of time the level should not reduce less than 50% of tank capacity.
16. ***The contractor shall ensure 24 Hrs availability of the Ambulance in BHEL Township Hospital / Factory Medical Centre controlled by Hospital staff to attend emergency cases at any time.***
17. The contract finalized for the two ambulances shall be deployed either at BHEL township Hospital or Factory Medical Centre alternately on requirement basis and as directed by BHEL official incharge.
18. Proper trip register for vehicles as required by BHEL shall be maintained by the contractor's driver which will be cross checked as and when required and this is the main document to be submitted along with the bill at the end of every month for claiming payment.
19. It is the responsibility of the driver to get it filled all the columns in the trip register and got signed by the user and certified by the Hospital staff in-charge. In case of loss of trip register, BHEL reserves the right not to entertain the claim.
20. The contractor shall raise bills after the end of every month in Triplicate/Quadruplicate along with trip register and the payment will be made through e- mode with in 30 days as per BHEL norms.
21. The contractor shall furnish the Bank account details duly certified by their banker to refund the EMD/security deposit and monthly bill payment in the format enclosed.
22. The ambulance should work on all Sundays and other local and National holidays, that is, it should work throughout the year without any break.
23. The ambulance should have, one side stretcher arrangement and other side sitting arrangement lengthwise.
24. The ambulance should have stepny tyre with vehicle, to change immediately in case of puncture. The driver must be trained in this regard.
25. The ambulance should have necessary tools box in case of emergency repair like tyre changing incase of puncture, engine fuel line air lock removal incase of air lock and also for minor repairs.

26. The driver should have valid license along with first aid training in case of any necessity to attend accompanying patients.
27. The driver should possess skill to remove engine fuel air lock, to change tyre if found puncture and to do minor repairs.
28. ***The ambulance should be operated 24 hours continuous on three shift basis. The shift timing will be 0600 Hrs to 1400 Hrs, 1400 Hrs to 2200 Hrs and 2200 Hrs to 0600 Hrs, with minimum three drivers per vehicle, one for each shift and the drivers shall be provided with mobile phone facility to contact in emergency.***
29. The vendor should have compulsorily minimum one spare vehicle arrangement, in case of serving ambulance breakdown, immediately the spare vehicle to take the position with minimum loss of time.
30. The contractors should not sell their vehicles, or cancel the lease agreement /agree to cancel the lease agreement without prior permission of BHEL. The contractor should not sub-contract the operation of the vehicle.

Recovery and penalty

31. During the contract period, if the contractor is not able to provide the vehicle on any day, prevailing market hire charges for the same type of vehicle will be recovered even if the alternate vehicle is not booked by BHEL or the actual cost incurred in getting the alternate vehicle of same or higher segment subject to availability for the absence day(s) will be recovered in addition to penalty of Rs.500/- per shift will be recovered from the contractor.
 - (a) For part of the days absence up to 04 hours, pro rata hire charge along with a penalty of Rs. 250/- will be recovered from the contractor.
 - (b) Absence exceeding 04 hours in a day will be treated as full shift and recovery will be regulated as per Clause 31.
32. However, during absence / break down, contractor will be permitted to provide alternate vehicle in good condition for a day or two with prior permission of BHEL, in which case recovery as per clause 31 will not be levied.
33. ***If the contractor is not able to provide the vehicle for a continuous period of 15 days, BHEL reserves the right to terminate the contract and to take appropriate action against the Contractor. In the event of contract termination, the security deposit paid by the contractor will be forfeited.***
34. During FC period, the contractor has to arrange alternate vehicle, otherwise recovery/penalty as per clause 31 will be levied.
35. ***The vehicle under BHEL contract should not be operated for any private trips during the contract period.***
36. During the contract period the vehicle shall be maintained by the contractor always in good running condition to the fullest satisfaction of BHEL and BHEL reserves the right to terminate the contract in case if they are not maintained well.
37. ***BHEL reserves the right to reduce the contract period (pre-close the contract), with 30 days notice period depends on the requirement / without assigning any reason.***

Security Deposit will be refunded, if the contract is pre-closed for non-requirement of vehicle by BHEL.

38. The contractor shall be responsible for obtaining necessary permit, comprehensive insurance policy, appropriate driving license with proper endorsement etc, and complying with all the statutory requirements including labour laws that may be necessary in this respect. BHEL will not be responsible for any consequences out of any violation of rules or acts by the contractor. If BHEL is liable to pay any such amount due to violation of the relevant laws by the contractor the amount so paid would be recovered from the contractor.
39. The contractor shall pay necessary taxes and keep the fitness certificate for the vehicle valid during the contract period.
40. The contractor shall check for exhaust emission test and obtain fitness for their vehicle once in 6 months in meeting the statutory norms laid by Tamil Nadu Motor Vehicle Rules.
41. The driver should keep the copy of relevant documents (Driving license, Road tax token, Registration Certificate, Insurance, Fitness Certificate, and Permit etc.) with the vehicle and produce as and when required by us or any government transport authorities. In case the original documents are required for verification it should be produced on demand.
42. Subject as aforesaid the provisions of the Motor Vehicle Act or any statutory modification or amendments or re-enactment there of and the rules made there under from time to time have to be followed by the contractors.
43. The contractor shall take Comprehensive Insurance Cover including unlimited third party property damage cover for the vehicle during the contract period.
44. The contractor shall at his own expense reinstate and make good to the satisfaction of the BHEL management and pay compensation for any injury to any person, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employees of BHEL.
45. THE INJURY or LOSS arising out of or in connection with or during the execution or performed execution of the contract and further the contractor shall indemnify the BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL where BHEL is a private person, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the workmen's compensation Act or other wise.
46. Proper trip register for vehicles as required by BHEL shall be maintained by the contractor's driver and the same shall be submitted to BHEL daily and all the time.
47. It is the responsibility of drivers to get filled all the columns in the trip register and got signed by the user and certified by the transport pooling in charge. In case of loss of original trip register, BHEL reserves the right not to entertain the claim.
48. The driver of the vehicle should compulsorily wear uniform (PANT & SHIRT) during operational hours with BHEL. If the driver of the vehicle is found without uniform a sum of Rs.100/- will be deducted for each occasion. Drivers without uniform shall not be allowed to drive the vehicle.

49. The vehicle engaged will be checked up by BHEL Security personnel as and when required.
50. ***The driver should follow strictly the motor vehicle rules and safety rules like :***
- a. Not to overtake from the left side of any vehicle ahead of his vehicle.
 - b. Not to go on the wrong side while taking turn to the right without going around the island.
 - c. Exhaust emission test to be conducted once in 6 months as per statutory norms and should obtain fitness certificate for plying the vehicle.
 - d. While driving cell phone should not be used by the driver. Cell phone may be attended after halting the auto at one place without affecting the road traffic.
 - e. Inside factory premises the vehicle should be operated at a speed of 20Kmph strictly.
 - f. The driver shall follow the terms and conditions of the contract.

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

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

52. 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.

53. BHEL reserves the right to reject any offer without assigning any reason whatsoever.

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

55. The four wheeler operator shall furnish

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

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

57. The current minimum wages as fixed by the Government of Tamilnadu and BHEL insisted additional payment payable to Contract labourer for USW is Rs.3200/- per month shall be paid by the contractor to the driver.

Minimum Wages to be paid :

Description	For Unskilled Worker (Rs.)	For Semi skilled Worker (Fresh ITI) (Rs.)	Skilled Worker (ITI Holder with 3 years Experience / Diploma Holder / BE Holder) (Rs.)
Basic Pay as on 01.04.2015	3600 pm	3840	4050
Dearness allowance as on 01.04.2015	4575 pm	4575	4575
BHEL Adhoc (2000 + 1200) per month	3200 pm	3700	4100
Total wage per month	11,375 pm	12,115	12,725

- Payment of Bonus to be ensured as per Bonus act.

Any increase in minimum wages during the Period of the Contract, also to be paid by the Contractor with in the quoted Rates.

58. Discrepancy in “words “ & “ Figures “

- 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.
- 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
- 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.
- 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.

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

- Minimum wages as announced by the government from time to time to be paid as applicable to the labours engaged
- For work extending beyond prescribed shift working of 8 hours, overtime as applicable shall be paid.
- Annual Bonus shall be paid @ 8.33% of the annual Wages.
- P.F., and E.S.I contributions to be made at the prescribed rates on wages paid
- Shall arrange to provide E.S.I medical cards.
- Monthly wage slip to the labours
- Annual slip for the P.F. contribution to be issued
- Annual returns for the P.F. and E.S.I payments to be filed
- Safety and Personal Protective Equipments are to be provided
- Maintain the following registers
 - Attendance register
 - Wage register
 - Over time register.

(To be submitted in NON-JUDICIAL stamped Bond paper of value Rs.20/-)

LETTER OF UNDERTAKING

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

1. We undertake that the (Insert Type & Model of Ambulance) 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).
2. We undertake that the said ambulance is a property of the partnership firm and we undertake to use the ambulance strictly for purposes relating to the Contract and shall not use the ambulance in any manner that would affect our ability to perform the Contract with BHEL.
3. We undertake that if we are awarded the Contract we will perform our obligations in accordance with the Contract and instruction of Bharat Heavy Electricals Limited, Ranipet. Signed on (insert) day of (insert), 2015 at Ranipet.

(Signature of partner with seal)

(Signature of partner with seal)

(To be notarized)

LEASE AGREEMENT

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

This agreement for lease made on this _____ day of _____ 2016 between :-

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

The Licenser is the owner of the Ambulance bearing registration No._____. The Licensee has approached the licenser to permit him **from 01.03.2016 to 31.05.2018** to take the Ambulance for lease to carry out his transport activities using the vehicle for his business activities.

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

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

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

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

LICENSER
(Owner of vehicle)

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

LICENSEE
(Leased person)



ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS TRANSFER

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

CERTIFICATE

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

AUTHORISED SIGNATORY OF VENDOR WITH SEAL

Banker's Certification

We confirm that we are enabled for receiving RTGS and NEFT credits and we further confirm that the account number of _____

_____ (name of account holder), the signature of the authorized signatory and the MICR and IFSC codes of our Branch mentioned above are correct.

PLACE:

DATE:

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

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

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PRICE BID

SL.NO	DESCRIPTION	RATE PER AMUBMULANCE PER MONTH (A)	QTY (B)	TOTAL AMOUNT FOR "2" AMBULANCES PER MONTH $C=(A)*(B)$
01	Monthly rental charges per Ambulance (Tempo Traveler) per month, for 24 hrs operation on all inclusive basis.(Excluding Diesel charges)	Rs. _____/-	2 Nos	Rs. _____/-

Total amount (C): Rupees in words _____ only)

NOTE:

1. Rate quoted is inclusive of rent, drivers salary, allowances, vehicle tax, permit, insurance, vehicle maintenance and all statutory payments applicable etc,.
2. The diesel charges shall be fully reimbursable @ 1 litre for every 10 KM usage as certified by BHEL Engineer , as per the rate announced by IOCL, prevailing at IOCL dealer Ranipet from time to time during the contract period.

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