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BHARAT HEAVY ELECTRICALS LIMITED
(A Government of India Undertaking)



Boiler Auxiliaries Plant

Indira Gandhi Industrial Complex, RANIPET – 632 406 Tamil Nadu

M&S DEPARTMENT
TRANSPORT

Phone : 04172 284884 / 284491
Fax : 04172 241202

NOTICE INVITING TENDER (TWO PART BID)

- Tender notice no : BAP/ M&S/TE/TR/14/015 Dt-03.09.2014
01. Name of the work : Hiring 04 nos., of Diesel operated four wheeler goods carriers of capacity 710 kg and above on monthly rental basis including diesel.
02. Nature of tender : Limited Tender
03. Earnest Money Deposit : Rs.10,000/- per Auto (Rupees Ten thousand only)
04. Last date and time for Receipt of tender : 11.09.2014 : 14.30 Hrs
05. Tender opening date and Time : 11.09.2014 : 14.30 Hrs
06. Place of work : BHEL: BAP:RANIPET
07. Location of tender box : M&S office
08. Period of contract : One year (Tentatively from 01.10.14)

Note: This tender is limited only to the approved vendors to whom it is addressed. The tender is hosted in BHEL web site, The Indian Government tenders web site & Central Public Procurement Portal web site for information purpose only. Other vendors interested may submit their details with valid documents & credentials for evaluation and enlistment subject to suitability. However, the other vendors who have submitted the details, will be considered for future tender only, after enlistment.

THIS DOCUMENT CONTAINS 25 PAGES INCLUDING GENERAL CONDITIONS, INSTRUCTIONS, AND SPECIAL CONDITIONS TO THE TENDERERS AND QUESTIONNAIRE.

ISSUED TO

ISSUING OFFICER

NAME AND SIGNATURE OF THE TENDERER

Page 1

GENERAL CONDITIONS AND INSTRUCTIONS TO TENDERER

Qualification Criteria:

1. *Vehicle shall be registered in the name of tenderer or leased while submitting the offer. For the leased vehicle, a valid lease agreement till the end of the proposed contract period shall be available in the name of tenderer. Those who are unable to provide documents as per clause 06 of page 12 of NIT shall be technically rejected and the price bid of the rejected offerers will not be opened.*
2. Tenders will be received by M/s Bharat Heavy Electricals Ltd, Ranipet-6 up to **14.30 Hrs on 11.09.2014 in the prescribed form and will be opened on 11.09.2014 at 14.30Hrs** in the presence of such of those tenderers or their agents, who may choose to attend, with authorization letter from the tenderer.
3. Tenders must be submitted in sealed covers and should be addressed to Manager/M&S, **BHEL/BAP/RANIPET**, with full name and address of the tenderer and the name of the work being super scribed on the cover
4. Late offers & incomplete offers shall become liable for rejection.

IMPORTANT NOTE

5. The tender shall be submitted as given below.
 - **Cover-1** shall contain the EMD alone.
 - **Cover-2** shall contain the techno-commercial bid (Page **1 to 24**) and all relevant documents.
 - **Cover-3** shall contain only the price bid.(**Page 25**)

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.

6. At the time of tender opening,
 - Covers containing EMD 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 06 of page 12 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.
7. *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. BHEL shall not pay any additional charges for bringing the vehicle for inspection. The physical condition of the vehicle, engine noise, tyre condition and the platform shall be checked during inspection.*
 8. 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.
 9. 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.
 10. 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.
 11. The tenderer should fill and sign the questionnaire which is enclosed with this Tender document page no 19. This should be enclosed along with the technical bid.
 12. 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.
 13. 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.
 14. The rate quoted in the tender shall remain valid for a period of three months from the date of opening of tender.

15. Earnest Money Deposit (EMD) of Rs.10,000/- (Rupees Ten thousands only) per auto in the form of Pay Order / Demand Draft drawn from any nationalized bank, in favor of “BHEL, Ranipet” payable at SBI, Mukundarayapuram Branch (Code 7013).
16. *"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."*
17. *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.*
18. 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.
19. 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.**
20. The contractor’s responsibility for this contract shall commence from the date of issue of order of acceptance of his tender.
21. 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.
22. The earnest money deposited by the successful tenderer will be retained towards Security Deposit for the due fulfillment of the contract.
23. 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.
24. 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.

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 along with 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 clause 9(ii) 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

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 rate of security deposit shall be calculated for the total rental value only which excludes diesel cost.***

26. The security deposit may be furnished in any one of the following forms.

- i) Cash (as permissible under the Income Tax Act)
- ii) Pay order, Demand Draft in favour of BHEL.
- iii) Local cheques of scheduled banks, subject to realization.
- iv) Securities available from Post Offices such as National Savings Certificate, Kisan Vikas Patra etc (certificates should be held in the name of contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).
- v) Bank guarantee from scheduled banks / Public Financial Institutions as defined in the companies Act. The bank guarantee format shall have the approval of BHEL.
- vi) Fixed Deposit Receipts issued by scheduled banks / Public Financial Institutions as defined in the companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.
- vii) Security Deposit can be also recovered at the rate of 10% from running bills. However in such cases at least 50% of the security deposit 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.

27. Security deposit shall be refunded only after successful completion of the contract BHEL's satisfaction.
28. 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.
29. 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.
30. If a tenderer expires after submission of his tender, the Bharat Heavy Electricals Ltd, may be at their discretion to cancel such tender.
31. 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.
32. 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.
33. Words imparting the singular number shall deemed to include the plural number and vice versa where the context so require.
34. The expenses for completing and stamping the agreement shall be to the contractor's account.
35. 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.

36. Tenderers shall not increase their quoted rates in case BHEL negotiate for reduction of rates, such negotiations shall not amount to cancellation or withdrawal of the original offer and the rates originally quoted shall be binding on the tenderers for a period of three months from the date of opening of tenders.
37. 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.
38. 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.
39. 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.
40. 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.

41. a) Arbitration

- i) All disputes between the parties to the Contract, arising out of or relation to the Contract shall after written notice by either party to the Contract to the other party be referred to the sole Arbitration of Executive Director, BAP or any designate nominated by the Executive Director of BHEL in his sole discretion.
- ii) The venue of Arbitration shall be Ranipet, Tamil Nadu. The arbitrator may hold meetings for convenience in such a place or places discretion.
- iii) The award of the Arbitrator shall be final, conclusive and binding on both parties to the Contract.
- iv) The Contractor shall, notwithstanding any disagreement, dispute, protest, request for arbitration, court or other proceedings, continue to perform the Services in accordance with the determinations, instructions and clarifications of BHEL

b) Subject to the above, the appropriate court in Ranipet shall have the exclusive jurisdiction over any disputing arising out of or in connection with this Contract.

c) **Risk Purchase**

- i) In case of any neglect or refusal on the part of the Contractor to:
- commence the Contract, or
 - provide sufficient labour for the Contract or
 - if in the opinion of BHEL, the Contract performed by the Contractor are not satisfactory, or
 - if the Contractor fails to carry out the Contract or as per instructions of the BHEL or officer authorized by it,

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

- ii) The above shall be without prejudice to any other remedy that may be available to BHEL whether as per law, contract, equity or otherwise.
- iii) In the event, the cost of the work so done (as certified by BHEL which is final and conclusive) is less than the Contract cost, the advantage shall accrue to the BHEL and if the cost exceeds the money due to Contractor under the Contract, the Contractor shall either pay the excess amount ordered by BHEL or the same shall be recovered from the Contractor by other means.
- d) Contractor shall indemnify and keep indemnified BHEL, its other contractors and/or sub-contractors and its/their employees from all actions, proceedings, suits, claims, demands, liabilities, damages, losses, costs, charges, expenses, judgments and fines arising out of or in the course of, or caused by the execution of work under the Contract or other obligations hereunder directly or indirectly associated herewith which may arise due to:
- i) Breach of law by the Contractor, or any of its sub-contractor, or any of their respective employees.
- ii) Negligence or willful default by the Contractor, or any of its sub-contractor, or any of their respective employees.

- iii) Failure by Contractor to proceed with Project in accordance with the determinations, instructions and clarifications of Company pending disagreement, dispute, protest, request for arbitration/ court proceedings
- iv) Loss of property or death of any employee of BHEL or of its other contractors/ sub-contractors.

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

42.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.

43.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

SPECIAL CONDITIONS TO THE TENDERERS:

1. *The vehicle offered shall be in good condition and operated within BHEL premises and to other places / vendor works in and around Ranipet, Arcot, Walaja & Vellore etc., as directed by Transport Pooling Incharge for the movement of materials with or without men. The approximate usage of the vehicle per month is 1100 KM. However, the distance may vary according to BHEL's requirement and payment will be made on monthly rental only. The vendor shall quote for monthly rental on all inclusive basis (FIRM price basis), including driver salary, statutory payments & diesel cost etc., Any diesel price variation / minimum wage revision, if any shall be borne by the contractor only.*

2. The tender is floated on two part bid basis i.e., (1) Techno commercial bid and (2) Price bid.
3. 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 20).
4. **The loading pattern of hiring shall be decided on the following basis.**
 - i. From the technically qualified bidders, based on the Lowest standing (L1) in the price bid evaluation rating, the total quantity requirement will be ordered on L1, subject to L1 offer meeting the total quantity and fulfilling the tender conditions.
 - ii. 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), loading shall be decided based on the details given below.
 - a) Latest registered vehicle shall be ranked first.
 - b) If more than one vehicle is registered on the same date, existing contractor shall be ranked first.
 - c) If more than one existing contractor has offered same date registered vehicle, then preference will be given for performance of the contract and fitness of vehicle.
 - d) In the absence of previous/current performance records of first time bidders, the loading will be decided based on the other factors like vehicle model, and fitness conditions.
 - e) If the rank could not be finalized on the above (a) to (d), then the owner cum driver will be given preference.
 - iii. In case the L1 bidder's original offered quantity is less than the requirement, after following the above steps as per 5 (ii), for any short fall in meeting the overall required quantity, the finalized L1 rate will be counter offered in seriatim to the other bidders.
 - iv. However, counter offering L1 rate will not be made to all the bidders who quoted. The highest bidder, who has quoted abnormal high rate, may not be given chance.
 - v. After following all the above, if short fall any, the same will be finalized by repeating the counter offer process in seriatim.

5. The driver should be literate. He should be able to read and understand invoices, DC's and vouchers, since he has to collect materials, components etc from stores and deliver to various departments. He has to co-ordinate all user departments.
6. Photostat copies of the following documents pertaining to the vehicle are to be enclosed along with the tender documents.
 - a) RC book of the vehicle(s)
 - b) FC details of the vehicle(s)
 - c) Insurance Policy (Comprehensive) of the vehicle(s)
 - d) Tax payment details of the vehicle(s)
 - e) Lease agreement (as per format in page 21), if applicable.
7. Originals of the above documents shall be submitted by the contractor whenever requested by BHEL to do so.
8. The Four wheeler goods carriers are 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.
9. The vehicle should be operated for 10 Hrs/day generally from **08.30Hrs to 18.30Hrs**. The vehicles may be required to work in other shifts as informed by the official incharge. The reporting and releasing time can vary according to work requirement of BHEL from time to time.
10. The vehicle shall report for duty in all days of the month (including Sundays and holidays, if required by the user).
11. In case the vehicle is not required on any of the Sundays or holidays, the same will be informed to the contractor verbally by BHEL and the attendance will be treated as present for the purpose of payment process.
12. The vehicle shall report to Transport section of M&S, and perform the duty allotted by the Incharge/Transport section.
13. The vehicle shall be reported in full readiness for the entire day's operation in respect of fuel availability and readiness of the driver.

14. 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

15. During the contract period, if the contractor is not able to provide the four wheeler goods carrier 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 day will be recovered from the contractor.

(a) For part of the days absence up to 05 hours, pro rata hire charge along with a penalty of Rs. 250/- will be recovered from the contractor.

(b) Absence exceeding 05 hours in a day will be treated as full day absence and recovery will regulated as per Clause 15.

16. 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 15 will not be levied.

17. In case of non availability of diesel during working hours / refusal of work, if any, shall be treated as full day absence & penalty shall be levied as per clause 15.

18. 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.

19. During FC period, the contractor has to arrange alternate vehicle, otherwise recovery/penalty as per **clause 15** will be levied.

20. The vehicle under BHEL contract should not be operated for any private trips during the contract period.

21. 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.
22. ***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.***
23. 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.
24. The contractor shall pay necessary taxes and keep the fitness certificate for the vehicle valid during the contract period.
25. 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.
26. **Service Tax:** The Bidder shall not include Service Tax in their quoted rates; but the bidder has to separately indicate the Service Tax rate, amount and workings thereof in the Price bid schedule included in the bid documents. If service tax amount is not indicated separately in the price bid schedule included in the Bid documents, it will be presumed that the quoted rate is inclusive of applicable service tax and bids will be evaluated accordingly.

Pure Service not involving any supply of materials by Contractor:

Bidders have to quote the applicable Service Tax payable in the Price bid format included in the Bid document which shall be considered for evaluation. The same shall be considered for reimbursement against valid documentary evidence to successful bidders.

The following documents shall be submitted while claiming service tax.

- 1) Copy of Service tax registration certificate
- 2) Copies of challan for deposit of service tax

- 3) A certificate from the service provider that tax collected from BHEL has been remitted to tax authorities
27. 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.
28. 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.
29. The contractor shall take Comprehensive Insurance Cover including unlimited third party property damage cover for the vehicle during the contract period.
30. 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.
31. 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.
32. 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.
33. 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

34. The driver of the vehicle should compulsorily wear KAKHI 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 Kakhi uniform shall not be allowed to drive the vehicle.
35. The vehicle engaged will be checked up by BHEL Security personnel as and when required.
36. *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. Driver shall wear safety shoes. All the personal protective equipments shall be provided by the contractor.
 - g. The driver shall carry out the work as per the instructions of the Pooling in charge.
 - h. 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.

37. 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.

38. 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.

39. BHEL reserves the right to reject any offer without assigning any reason whatsoever.
40. 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.
41. The four wheeler should report to pooling at the end of shift positively and get incharge's signature for closing the trip sheet of the day, otherwise payment will not be made for that day.
42. No contract vehicle shall remain parked in the company premises including township area beyond the permitted shift duty hours. Non compliance will attract action as per company rules.
43. **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.
44. 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.
45. 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.
46. **Discrepancy in "words" & "Figures"**
- a) If, in the price structure quoted for the required goods/services/works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.

- b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
- d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

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

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

49. The details of vehicle offered to be filled by the tenderer.

No. of autos can be supplied	Quantity
Owned	----- Nos
Leased	----- Nos

QUESTIONNAIRE (TO BE FILLED BY THE TENDERER)

1. Name of the Tenderer :
2. Address for Communication :

3. Telephone, Cell No. :
4. Details of experience in running Auto :
5. Registration No. of the Auto :
6. Whether the vehicle is owned/Leased * : Owned / Leased
7. If leased, Lease document is attached * : Yes / No
8. Name and address of the Registered Owner :

9. Make, Model of the Auto & date of first registration :
10. Date of expiry of validity of the permit :

11. Name and address of the Insurance Co. :
12. Comprehensive Insurance Policy No :
13. Date of expiry of policy :

14. Name of Driver :
15. Driving license No :
16. Date of expiry of the driving license validity :
17. Cell phone No :

18. Date of expiry of FC :

19. Details of cases, Civil/Criminals/others, if any, filed by or against the Auto operator and pending on the date of tender. :

20. Has the Firm/ Proprietor or partners or directors been convicted of any criminal offence by any competent court. If so furnish particulars. :

20. Is the offered Auto owned by BHEL employees, or their dependents, or their relatives? if yes, furnish details :

*tick the appropriate

(Stamp paper of value Rs.100/-)

Annexure

(Stamp paper of appropriate value)

LETTER OF UNDERTAKING

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

1. We undertake that the *(Insert Type & Model of open type four wheeler goods carrier)* 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 *open type four wheeler goods carrier* is a property of the partnership firm and we undertake to use the *open type open type four wheeler goods carrier* strictly for purposes relating to the Contract and shall not use the *open type four wheeler goods carrier* 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), 2014 at Ranipet

(Signature of partner with seal)

(Signature of partner with seal)

(To be notarized)

LEASE AGREEMENT (to be submitted in bond of value Rs.20/-)

This agreement for lease made on this _____ day of _____ 2014 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 open type four wheeler goods carrier bearing registration No._____. The Licensee has approached the licenser to permit him for 13 months **from 01.10.2014 to 30.11.2015** to take the open type four wheeler goods carrier for lease to carry out his transport activities using the vehicle for his business activities.

All the repair and maintenance of the open type four wheeler goods carrier to be taken care by the Licensee during the lease period.

The open type four wheeler goods carrier 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)

UN - PRICE BID

SCHEDULE OF RATES

SL NO	DESCRIPTION	RATE PER MONTH
01	Monthly rental charges for standard model <u>open type body diesel</u> operated four wheeler goods carriers capacity of 710 kg and above for 10 hrs operation per day with driver including diesel.	<u>QUOTED IN PRICE BID</u>
02	Applicable rate of Service Tax in percentage	_____ %
03	Applicable amount of Service Tax per month in Rupees	<u>QUOTED IN PRICE BID</u>
04	Total rate per month in Rupees (Sl.no 01+03)	<u>QUOTED IN PRICE BID</u>

EMD payment details : DD/BC/CR No _____Dt _____
Amount Rs. _____/-

Note:- 1

1. Contractor has to fill applicable service tax % in Sl.No : 2
2. Contractor should not mention any amount in this Un price bid and same should be submitted along with techno commercial bid in cover 2.
3. Rate should be quoted only in the price bid and to be submitted in a separate cover 3 along with the tender.

Note:-2

1. If the service tax is applicable, then the rate of service tax shall be clearly indicated. The service tax paid shall be fully reimbursed by BHEL, on submission of proof for payment of Service Tax receipt along with the monthly invoice.
2. If the bidder's turnover is less than threshold limit at present (i.e prevailing limit Rs.10 lakhs) and the same shall be clearly indicated as "Service tax is not applicable at present and incase of any service tax liabilities due to exceeding the threshold limit, the bidder shall be responsible and the service tax shall not be reimbursed by BHEL).
3. If not specified in the tender, the same will be treated as inclusive of service tax.

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PRICE BID

SCHEDULE OF RATES

SL NO	DESCRIPTION	RATE PER MONTH
01	Monthly rental charges for standard model <u>open type body diesel</u> operated four wheeler goods carriers capacity of 710 kg and above for 10 hrs operation per day with driver including diesel.	_____/-
02	Applicable rate of Service Tax in percentage	_____ %
03	Applicable amount of Service Tax per month in Rupees	_____ /-
04	Total rate per month in Rupees (Sl.no 01+03)	_____ /- (Rupees in words _____ _____ only)

1. **The rate quoted is on monthly rental basis (FIRM price basis), inclusive of driver salary, all statutory payments, taxes, vehicle maintenance, oil & diesel cost etc., Any diesel price variation / minimum wage revision, if any shall be borne by the contractor only.**
2. For excess hours operations payment will be made on pro-rata basis.
3. If service tax is applicable, then the rate of service tax shall be clearly indicated. The service tax paid shall be fully reimbursed by BHEL, on submission of proof for payment of Service Tax receipt along with the monthly invoice.
4. If not specified in the tender, the same will be treated as inclusive of service tax.
5. The ranking will be calculated on total amount (ie., monthly rent + service tax).