

## INVITATION TO TENDER

Ref: OPS/OS/SC/2016-17/02/009

Date: 07.05.2016

**Sub:** Hiring of Taxies in BHEL – HPVP, Visakhapatnam for a period of two years.

Sealed tenders are invited under **two bid system**, Techno-Commercial Bid (Part-I) and Price Bid (Part-II) from the reputed and experienced contractors with sound technical and financial capability for the subject work.

SL. NO.	NAME OF THE WORK	ESTIMATE VALUE ₹	EMD ₹	CONTRACT PERIOD	LAST DATE FOR RECEIPT OF TENDER
01	Hiring of Taxies in BHEL - HPVP, Visakhapatnam for a period of two years.	28.32 Lakhs	60,000/-	2 Years	23.05.2016 up to 13.00 Hrs.

### 1.0 ELIGIBILITY CRITERIA

- I) Average annual turnover of the contractor during the last 3 years ending 31<sup>st</sup> March 2015 should be at least 30% of the estimated value. (i.e. ₹ 8.50 Lakhs)

Tenderer should enclose EPF, ESI, PAN, Service Tax New registration no., Income tax returns for last three years (FY 2012-13, 2013-14 & 2014-15) and Profit & Loss account and Balance Sheet certified by the Practicing Chartered Accountant for the last 3 years.

- II) The Contractor should have experience of completing similar works during last 7 years ending 30<sup>th</sup> April' 2016 as given below:

- (a) Three similar completed works costing not less than the amount equal to 40% of the estimated value (i.e. ₹ 11.33 Lakhs each)

OR

- (b) Two similar completed works costing not less than the amount equal to 50% of the estimated value. (i.e. ₹ 14.16 Lakhs each)

OR

- (c) One similar completed work costing not less than the amount equal to 80% of the estimated value. (i.e. ₹ 22.66 Lakhs)

Work orders & Job Completion Certificates from the customer shall be enclosed in support of successful and satisfactory completion of the orders.

**Note :** Similar work means carrying out of hiring of vehicles on regular contract basis for State / Central Govt. or Under takings or private firms.

- III) The works executed in the own name of the tenderer will only be considered for eligibility criteria.

- IV) Latest solvency certificate (within One year) from the Banker shall be produced.

### 2.0 SCOPE OF THE WORK

The detailed scope of supply is given in annexure- I and as per schedule of Quantities.

### 3.0 LOCATION OF WORK

- 3.1 The subject job is to be carried out at in & around premises of BHEL, Heavy Plates & Vessels Plant (HPVP), Visakhapatnam, Andhra Pradesh.

- 3.2 The intending tenderers are advised to visit the above place, note down the entry procedures, safety requirements, work permit system etc. and satisfy themselves of all conditions prevailing there before submission of their tenders.

**4.0 EARNEST MONEY DEPOSIT**

The tender shall be accompanied with a Demand Draft of ₹ 60,000/- (Rupees sixty thousand only) towards EMD drawn in favour of **BHARAT HEAVY ELECTRICALS LIMITED**, payable at Visakhapatnam.

EMD of unsuccessful tenderers shall be returned to after acceptance of LOI / Work Order by the successful bidder.

**Note:** Micro & Small Enterprises (MSEs) are eligible for exemption of EMD as per clause no. 34 of annexure – II.

**5.0 CONTRACT PERIOD:**

The Contract is valid for a period of two year from the date of issue of work order.

**6.0 SECURITY DEPOSIT :**

Security Deposit shall be collected from the successful tenderer as per clause 05 of annexure - II

**7.0 INCOME TAX :**

Income tax as per statutory requirement will be deducted on each payment made to the contractor and TDS certificate will be issued to this effect.

**8.0 PAYMENT TERMS :**

100% Bill payments will be arranged **after 10 days** from the date of submission of correct/complete bill with all relevant documents to Works Engineering (Mech. Maint.) department.

**Note:** All payments will be released only through RTGS through BHEL proforma. Electronic Funds Transfer form (Refer Annexure-A) duly Filled and certified through bank may be enclosed.

**9.0 PRICE SCHEDULE :**

- 9.1 Prices shall be quoted in the price schedule attached to the tender for the complete scope of work. The quoted prices shall be inclusive of all applicable taxes & duties as applicable as on date of tender submission **except service tax**. However, **Service Tax shall be paid to Govt. by BHEL**.
- 9.2 The prices shall remain fixed and firm for an entire period of contract & No additional payment shall be made to contractor over and above the quoted price.
- 9.3 Tenderer should quote the rates & amounts in figures. In case of any mismatch between the quoted rates and amounts, the quoted rates shall be considered as final. It may be noted that corrections, overwriting etc. are not allowed.
- 9.4 All rates shall be quoted in the tender format only.

**10.0 REVERSE AUCTION :**

“BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit ‘online sealed bid’ in the Reverse Auction. Non submission of ‘online sealed bid’ by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.”

General terms & conditions governing RA are mentioned in the special conditions at Annexure-IV

**11.0 VALIDITY OF OFFER:**

The offer shall be valid for a period of **3 months** from the last date for tender submission.

**12.0 RISK PURCHASE :**

**In case the contractor fails to execute the work due to any reason, BHEL reserves the right to get the same completed through some other party at the risk & cost of the contractor and any additional expenditure incurred due to the same shall be charged to the contractor.**

**13.0 GENERAL :****13.1 Bidders shall confirm their acceptance to all the terms & conditions of the tender enquiry.**

Deviations to the tender conditions are not acceptable and BHEL-HPVP reserves the right to reject such offers which do not meet Technical / Commercial requirements without any / further correspondence.

Bids not accompanied with requisite EMD, late / delayed bids, incomplete / conditional offers, bids not conforming to the terms & conditions specified in the tender documents are liable for rejection.

**13.2 BHEL reserves the right to modify or cancel or short close the tender at any stage at its discretion without assigning any reason thereof.****13.3 The bidders shall study the Tender documents and all other relevant documents in detail for understanding the scope of work involved in various items before submission of offers.**

For any clarifications required on this tender document, scope of work etc., the bidders shall depute their authorized representatives to HPVP, Visakhapatnam with prior intimation to get clarifications from concerned authorities.

**13.4 Manager (Mech. Maint.) shall be the Engineer-in-charge for herein after referred to as such in the tender.****13.5 Lowest offer need not be the rate acceptable to BHEL-HPVP. BHEL-HPVP reserves the right for negotiation with the L1 bidders or opt for Reverse Auction as per applicable guidelines.****13.6 The following documents (enclosed) shall form part of the contract including this Notice Inviting Tender.****PART - I : TECHNO COMMERCIAL BID**

- |   |                  |
|---|------------------|
| a) Scope of supply                                  | : Annexure – I   |
| b) General terms and conditions for Tender          | : Annexure – II  |
| c) Minimum Wages as per Central Labour Department   | : Annexure – III |
| d) General terms and conditions for Reverse Auction | : Annexure – IV  |
| e) Acceptance to the tender terms & conditions      | : Annexure – V   |
| f) Contractor Information                           | : Annexure – VI  |
| g) Check List                                       | : Annexure – VII |

**PART - II : PRICE BID**

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|---|-------------------|
| h) Price Bid (Schedule of items and Bill of Quantities) | : Annexure – VIII |
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**13.0 TENDER SUBMISSION :****14.1 The Bid shall be submitted in two parts.**

**Part-I : Techno-Commercial Bid shall be placed in one cover** along with the following documents :

- (i) Earnest Money Deposit of ₹ 60,000/- in the form of Demand Draft / Banker's Cheque drawn in favour of Bharat Heavy Electricals Limited, Visakhapatnam.
- (ii) Income tax returns for last 3 year, Profit & Loss account and Balance Sheet certified by the Practicing Chartered Accountant for the last 3 years

- (iii) Copy of P.F. Registration Certificate.
- (iv) Copy of E.S.I Registration Certificate.
- (v) Experience Certificates in line with eligibility criteria
- (vi) Copy of Service Tax Registration Certificate.
- (vii) Copy of PAN card.
- (viii) All other applicable documents as detailed in the tender
- (ix) Copy of RC book of each vehicle

**Part-II : Price Bid** in the prescribed format shall be placed in **another separate cover**.

The tender documents including the various supporting documents enclosed by the bidder should be **signed on all pages with seal**.

Both covers containing Part – I & Part – II bids shall be placed in **another** bigger size envelope duly superscribing the **Tender No. & Subject** on the envelope.

- 14.2 The tender completed in all respects shall **be dropped** in the **Outsourcing** tender box kept at reception counter, ADM building **latest by 13.00 Hrs. on 23.05.2016**.

Bidder may also send their offers by Post to "Outsourcing Tender Box, Admn. Building, BHEL - HPVP, Visakhapatnam – 530012".

Last date for receipt of tenders is **23.05.2016 upto 13.00 hrs**. BHEL-HPVP is not responsible for any postal or other delays in submission of offers.

Offers received in any other form will not be accepted.

- 14.3 Submission of offer by a tenderer implies that all the tender documents were read by the tenderer and the tenderer is aware of the scope and specifications of the work, site condition, local conditions and rates at which stores, tools and plant, free / chargeable materials etc., will be issued to him by BHEL - HPVP and other factors having bearing on the execution of the work.

#### **14.0 OPENING OF TENDERS :**

Techno-commercial Bids will be opened on **23.05.2016 at 14.00 Hrs.** at Customer Cell, Admn. Building, BHEL- HPVP. The bidders may depute their representatives at the time of opening. The price bid of the technically qualified bidders will also be opened in the presence of representatives of the bidders and the date & time of opening of price bids will be intimated later. In case of reverse auction, the date of conducting reverse auction will be intimated in advance at appropriate time.

**If bids are not accompanied by requisite Earnest Money Deposit along with Part – I (Techno Commercial Bid), then Part-II (Price Bid) will not be considered for opening.**

Yours Faithfully,

For BHARAT HEAVY ELECTRICALS LIMITED,

  
Sr. Manager (OS)

**SCOPE OF SUPPLY**

Sub: Hiring of Taxies in BHEL - HPVP, Visakhapatnam for a period of two years.

1. BHEL, HPVP Visakhapatnam intended to hire the following vehicles (**Diesel Run**)

SL. No.	Type of Taxi	Quantity	Remarks
1	Tata Indica/V2/DLS, Diesel Run, A/C Taxi, 2015 Model or beyond	4 (Four) Numbers	Refer Price bid for details
2	Hiring of Additional Taxies on call basis	As per Requirement	Refer Price bid for details

2. The 4 vehicles supplied should be in good and road worthy condition, which will be decided by M/s BHEL. Vehicles supplied should be registered as tourist cabs, RTO permitted, DIESEL A/C and year of making 2015 or beyond only will be accepted.
3. **Hiring of taxies are based on monthly hire charges for the vehicle and reimbursement of diesel charges as per actuals on agreed mileage (Mobil charges are not admissible). Mileage for Tata Indica car for non AC will be considered as 15KMPL and for AC car it will be considered as 13KMPL.**
4. The vehicle shall be at the disposal of the company (BHEL) from 7am to 7 pm every day or 12 hours per day (for 26 days in a month including Holidays and Sundays) from time of reporting to duty depending on company requirement.
5. The vehicles shall have to be supplied even on holidays and Sundays, if necessary. Payment will be made on pro-rata basis if the vehicle attends for more than 26 days.
6. In case of breakdown of the vehicles, replacement car is to be provided immediately and the replacement vehicle should report at the breakdown spot and on such days, total actual mileage covered by both the vehicles is recorded. **In case the contractor is not able to provide vehicle in time, M/s BHEL has the right to arrange the vehicle from other suppliers and the cost will be debited to the contractor.**
7. The vehicles made available are to be free from all defects i.e., mechanical suspension defects etc. and the vehicles are to be invariably in a clean and perfect running condition.
8. The seats of the vehicle shall be covered with white seat cover. These covers shall be replaced/changed after every week or very next day if felt dirty by BHEL officers at any point of time. Penal charge @ Rs.50/- per day shall be levied if the vehicle is found without white seat cover.
9. **It shall be the responsibility of the contractor to provide driver, fuel/lubricants etc., at his own cost** for efficient and unhampered running of the vehicles. Fuels and lubricants are to be arranged by the owner out of which only fuel cost will be reimbursed.
10. Cost of fuel will be considered as the price prevailing in the local market on 1st of every month. Generally price of PSU's such as IOC, BPCL, HP will be considered.  
Note: Mileage for Vehicle will be considered as 13Km/litre for AC usage and 15 Km/litre for non AC usage for reimbursement of diesel cost.
11. **The contractor shall be able to supply one taxi from city and remaining taxies from Gajuwaka as a minimum requirement in a day. The starting point and ending point for city vehicles is at RTC Complex (30 KM additional for to and fro will be paid), BHEL-HPVP main gate for Gajuwaka based vehicles.**
12. The vehicles shall be normally put into use in and around Visakhapatnam only. **If, necessary the vehicles shall have to perform journeys outside Visakhapatnam also.** Outstation means beyond 60KM from BHEL-HPVP main gate. The contractor shall ensure that the car is filled with enough reserve of fuel for day long running and for overtime running whenever necessary.

**SCOPE OF SUPPLY**

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13. **Driver:** One efficient, well-behaved and decent driver for the vehicle (with valid license at least for coming two years for the type of vehicle) with relevant of experience will have to be provided by the contractor. The driver should have thorough knowledge about routes.
  - a. Driver will have to be provided with mobile phone set with connection by the owner at no extra cost to BHEL.
  - b. The driver must not be in intoxicated condition during the duty hour with BHEL.
  - c. Driver should keep all relevant documents with the car.
  - d. The owner must make available sufficient funds with driver to meet any emergency requirement on account of telephone (cell) calls, fuel, parking fees, emergency repair/maintenance etc.
  - e. In case of change in driver, immediate written communication shall be given containing information viz. Drivers Name; Cell No.; Driving License No. & Validity to drive the type of vehicle. It will be deemed that quality and conduct of the driver is known to you.
14. Payment shall be made every month based on the bills to be submitted by the contractor (BHEL will take 10 days for processing the bill), which should tally with the entries in the log books maintained with the vehicles. Bills should be submitted in triplicate by mentioning service tax number clearly. The bill should clearly indicate the amount of bills and the service tax element. Bills should be submitted by the contractor before 7<sup>th</sup> of every month. Vendor has to submit the all necessary documents along with the bill.
  - 1) BHEL log book 2) RTGS 3) Diesel Bill for diesel rate 4) Toll gate/parking charges 5) Temporary permit to other state (if applicable).
15. **Log sheet:** The logbooks will be supplied by BHEL. Day to day log book should be maintained by the driver for recording running distance in kilometer by the vehicle each day according to kilometer reading and all the entries in the log book are to be duly signed by BHEL representative after every trip. Driver has to be in touch with the intending officer/transport in-charge from time to time for smooth operation of taxi. On inspection, if logbook entries found unsigned, same will be marked and no payment will be made for the same. For this purpose the kilometer recorder/milometer of the vehicle should always be kept in operating condition. Other meters of desk board of all vehicle must be kept in operative condition.
16. The contractor shall ensure that the vehicles are duly insured comprehensively against damage, theft, injury etc., to the vehicles as well as to the occupants there of whomsoever may to be fully indemnified against such untoward contingency.
17. Insurance Policy: The successful bidder has to furnish comprehensive insurance policy including third party liability & also get it renewed periodically.
18. The expenditure towards maintenance, taxation, repairs, insurance coverage, Pollution certificate, lubricants, diesel & other oils and spare parts are to be borne by the contractor and BHEL is not responsible for the cost and damages sustained by the vehicles in course of running. On demand Vendor has to produce for our verification all such necessary documents (Registration certificate, Insurance, road tax, pollution certificate) required for running vehicle on road.
19. The contractor shall be liable for any damage done to the company's property whether accidentally or otherwise by him/agent during the period of the contract.
20. **The contract is for a period of 24 months with effect from the date of award of contract.** At the discretion of BHEL, the contract can be extendable by one more year on the terms and conditions mutually agreed upon by the parties at the time of extension.
21. If services are not found satisfactory and upon violation of contract terms by contractor, BHEL reserves the right to terminate the contract any time by giving one month notice.

**SCOPE OF SUPPLY**

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22. **Penalty for non supply of vehicle will be levied as under:**
  - a. **The essence of the contract being punctuality and regularity in providing courteous service to the users. Hence for delays in reporting time penalty of Rs.125/- per hour will be levied and deducted from the bill.**
  - b. **A token penalty of Rs.1500/- per day for each vehicle for short supply**
  - c. **In case the contractor is not able to provide vehicle in time, M/s BHEL has the right to arrange the vehicle from other suppliers and the cost will be debited to the contractor in the bill. In such case penalty of Rs 1500/- at b above will not be charged.**
23. In the case of driver not carrying mobile phone with him/not carrying & displaying placard at AIRPORT/Railway/Bus station as against directions from BHEL/User a penalty of Rs.100/- per occasion will be levied and deducted from the bill.
24. While on duty, if the driver of the hired vehicle is found to be indulging in any case of disobedience/ misbehavior/malpractice/fraud or any act of misdemeanor, apart from demanding the contractor to replace such driver immediately, if not voluntarily removed by the contractor as per this contract a penalty amounting to Rs.750/- for each instance will be levied and deducted from the bill.
25. **The contractor should be able to supply required number of additional vehicles, as and when required by the company.**
26. For additional vehicles, the contractor should send them to report at Security gate and it is the responsibility of the contractor to get filling up of trip sheet, which is to be submitted along with the bill.
27. Passengers tax/toll tax and parking charges if any shall be payable by M/s. BHEL-HPVP on production of receipt (without any over writings or corrections) at the time of monthly billing. Contractor should keep some pocket money with driver for such payments and under no circumstances drivers should ask occupant to pay any parking/tollgate charges.
28. M/s. BHEL reserves the right to go for reverse auction instead of opening the submitted sealed bid, which will be decided after technical evaluation. Information and general terms and conditions governing RA are as per Annexure-IV
29. All safety precautions are to be taken after entering into the factory premises and while working.
30. Contractor is responsible for any injury, permanent disability, death etc.to his workers and cost is to be borne by contractor if such incidence happens. BHEL is not responsible for such incidents.
31. Contractor has to ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc. They should not have any vision problem, should not be alcoholic or smoker.
32. The contractor should have registration with P.F. & ESI Authorities.
33. Payment of E.S.I., Provident Fund, and Insurance etc. should be on individual employee's name and other statutory requirements to the employees will be borne by the Contractor as per Government guidelines.
34. Contractor should keep watch on his employees and will be liable for any pilferage / loss to BHEL due to acts of omission and commission by his employees. Similarly, liability for any compensation to outsiders on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with him.

**SCOPE OF SUPPLY**

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35. The contractor should have well-established office and having telephone facilities for communication in Visakhapatnam. All the drivers should have mobile handsets in good working condition. Any change in mobile number should be informed immediately to Transport department/BHEL.
36. Any statutory requirement / levies such as income tax etc. payable will be deducted at source.
37. Contractor should maintain appropriate records of his employees deployed to carry out the job.
38. **Documents:** The vehicle must have valid taxi registration with all documents i.e. Road permit, insurance, Driving license of the driver, Pollution certificate etc. as per Motor vehicle Act. So that the same may ply legally on hire at owner account. All said papers are to be submitted to BHEL with immediate effect after getting work order. The owner shall pay all taxes, fees, license charges, deposits, duties royalty commissions or other charges which may be levied on account of his operation in executing the contract to the concerned authorities.
39. BHEL Security personnel shall have the right to check the employees while going out of office premises and there shall be no cause or grouse on this account either from the contractor or the employees.
40. BHEL gives no guarantee about the definite volume of work to be entrusted to you at any given time or throughout the tenure of this work order. BHEL reserves the right to decrease the quantity of vehicles during the period of this contract.
41. **Cars should be registered with the name of contractor / own Firm or else the relevant authorized valid document (power of attorney) of vehicle owner should be produced.**
42. **Tools, Protection & safety appliances:** The vehicle must be equipped with proper T&P(such as jack,proper wrench for changing and fixing tyre, fire extinguisher, hammer to break glass etc.) and also one first aid box + 3 cell torch, perfume bottle. In the eventuality of failing to provide first aid arrangements and 3 cell torch, BHEL reserves the right to purchase the same for the particular vehicle at the risk & cost of respective agency and adjust the expenditure from the bill.

**SIGNATURE OF THE BIDDER WITH STAMP**

**GENERAL TERMS AND CONDITIONS FOR TENDER**

1. All entries in the tender documents should be made in one ink. Erasure and over-writings are not permitted. All cancellations and insertions should be duly signed by the Bidder concerned.
2. The sealed Price Bids of only those offers which are technically acceptable shall be opened later. The bidders qualifying in techno-commercial bid will be intimated separately for participating in Price Bid opening.
3. Bidders should fill in all the required particulars in the blank spaces provided and should sign with seal each and every page of the tender document.
4. **Earnest Money Deposit:**

The EMD should accompany the tender either in the form of crossed bank draft or bankers pay order payable to M/s. BHEL - HPVP, Visakhapatnam. EMD in any other forms will not be accepted. This will be refunded to the unsuccessful bidders normally within 15 days after awarding the work to the successful bidder. In the case of successful bidder this can be reckoned against security deposit. During the course of finalization of tender, if any bidder withdraws his tender or if the successful bidder fails to take up the work, the EMD will be forfeited.

**5. Security deposit:**

EMD amount will be converted into Security Deposit for successful tenderer. Security Deposit will be collected from the successful tenderer. The rate of Security Deposit will be as below:

- Up to Rs. 10 lakhs: 10%
- Above Rs. 10 lakhs up to Rs.50 lakhs: Rs.1 lakh + 7.5% of the amount exceeding Rs. 10 lakhs.

In case successful bidder eligible for exemption of EMD, the security Deposit should be deposited before start of the work by the contractor.

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

- i. Cash (as permissible under the Income Tax Act)
  - ii. Pay Order, Demand Draft in favour of BHEL.
  - iii. Local cheques of scheduled banks, subject to realization.
  - iv. Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc., (Certificates should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).
  - v. Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
  - vi. Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.
  - vii. Security deposit can also be deposited at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit should be deposited before start of the work and the balance 50% may be deposited from the running bills.
  - viii. EMD of the successful tenderer can be converted and adjusted against the security deposit.
  - ix. The security deposit shall not carry any interest.
6. Should a bidder find in the tender documents or should there any doubt as to their meaning, he should at once address the authority inviting the tender, for clarification well before the due date, so as to submit his tender in time.
  7. Conditional and late tenders, tenders containing prima-facie absurd rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions herein contained and the tenders not in original ARE LIABLE TO BE REJECTED.

**GENERAL TERMS AND CONDITIONS FOR TENDER**

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8. Rates should be quoted as per the Work / Rate schedule. Rates quoted in any other form will not be accepted and will be rejected. Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
9. Canvassing in any form in connection with tenders is strictly prohibited and the tenders submitted by the Bidders who resort to canvassing will be liable for rejection.
10. BHARAT HEAVY ELECTRICALS LIMITED, reserve the right to reject any or all the tenders received or accept any tender or part thereof without assigning any reason therefore. In the case of acceptance of the part of tender, time for completion may also be reduced to the extent considered appropriate by the accepting officer.
11. Tenders not submitted on the prescribed forms are liable to be rejected.
12. Tenders submitted by Post should be sent by “Registered Post with Acknowledgement Due”. These should be posted with due allowance for any delay in postal delivery. Tenders received after the due date of opening of tenders are liable to be rejected. Tender can also be dropped at Tender box (out sourcing) kept at Reception of Administrative Building.
13. If a bidder expires after the submission of his tender or after the acceptance of his tender, then BHEL may at their discretion cancel such tender.
14. If the bidder deliberately gives wrong information in his tender BHEL, reserve the right to reject tender at any stage.
15. This tender document shall be deemed to form an integral part of the contract to be entered to this work.
16. Contractor may read ‘BHEL WORK POLICY’ available with the department for further clarification regarding our works contract policy.
17. Towards Statutory Liability if applicable All statutory requirements under Minimum Wages Act-1948, Payment of Wages Act-1936, Workmen Compensation Act-1923, EPF, payment of Gratuity Act- 1972,. ESI Act-1948, The Contract Labour (R&A) Act-1970, Payment of Bonus Act-1965, Income Tax Act, Service Tax Act and all other applicable Acts shall be complied with latest version by the contractor.
18. Contractor shall comply with all statutory requirements, rules, safety norms, regulations, notifications in relation to employment of his employees issued from time by the concerned authorities.
19. Contractor shall ensure payment of ESI contribution under ESI Act, 1948 and provide ESI membership No. / card of each employee.
20. Contractor shall be solely responsible for nonpayment / delayed payment of wages /DA, contributions under EPF, ESI Act etc.
21. Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
22. The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.

**GENERAL TERMS AND CONDITIONS FOR TENDER**

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23. Contractor to obtain insurance cover for his employees / equipment / tools etc. and take third party risk insurance coverage at his own cost. BHEL shall not be responsible for any loss, damage, and pilferage of property and / or his employees.
24. Contractor should have independent code numbers / exemptions under EPF and ESI Act, 1948 and shall cover his employees under the said codes.
25. Payment of bonus under the payment of Bonus Act, Payment of gratuity under the Gratuity Act, and retrenchment compensation under Act will be the sole responsibility of the contractor.
26. Over and above the daily wage rate, payment shall be made for leave with wages.
27. Contractor shall observe Provisions of the Factories Act in respect of working hours, holidays, rest intervals, leave and overtime to his employee.
28. Contractor shall be responsible for making payment of wages before expiry of 7 days from the last day of wage period and to ensure disbursement of wages in the presence of the authority's representative of contract operating division who shall record under his signature at the end of entries in the Register of wages.
29. Once the contract is awarded, it is the responsibility of contractor to pay wages due to intermediate minimum wages revision by Govt. and BHEL is not responsible to pay any additional amount due to such minimum wage revision by Govt.
30. PAYMENT OF OVER TIME: Contractor has to make payment for overtime worked by labour beyond 12 Hrs of service.
31. In case, the labour provided by contractor are not suitable for specified job, the contractor shall replace with suitable workmen utmost satisfaction of HPVP.
32. ARBITRATION:

Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives, at any time, in connection with construction, meaning, operation, effect, interpretation or out of the NIT, contract or breach thereof, the same shall be referred to Arbitration of a Sole Arbitrator appointed by Unit Head.

Subject to as aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment in lieu thereof and the rules made there under shall apply to the arbitration proceedings under this clause. The award shall be a speaking and reasoned one and shall be final and binding on the parties. The venue of arbitration in all cases shall be at Visakhapatnam.

In case, there are different wordings/expressions of a same/identical clause at different places of this Tender Document, a stricter meaning of such clause which is in favour of BHEL will apply and binding on the bidder/Contractor.

**GENERAL TERMS AND CONDITIONS FOR TENDER**

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33. The contractor shall be responsible to ensure that his employees follow safety rules & regulations as per statutory regulations and also instructions of the company. The company will have the right to object to any unsafe practice and the contractor will abide by the directions of the company in this regard.
34. “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 (Format enclosed at **annexure-A** 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 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 benefits shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. Documents should be notarized or attested by a Gazetted officer”.
35. **Fraud Prevention Policy :**
- “The bidder along with its associate/collaborators/sub-contractors/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 any fraud or suspected fraud as soon as it comes to their notice”.
36. Any new taxes imposed by Govt. of India / AP State Govt. after the tender submission date shall be reimbursed on submission of documentary evidence of payment.
37. All corrigenda, addenda, amendments, time extensions, clarifications etc. to the tender will be hosted on our our websites <http://www.bhelviz.co.in> & <http://www.bhel.com> only. Bidders should regularly visit website to keep themselves updated.
38. BHEL reserves the right to terminate the contract, if contractor fails to work satisfactorily with **One Month notice** in writing.
39. The payments shall be made through online (i.e. RTGS/NEFT) only.  
(Format enclosed – Annexure - B).

**SIGNATURE OF THE BIDDER WITH STAMP**

**MINIMUM WAGES AS PER CENTRAL LABOUR DEPARTMENT  
w.e.f 01.04.2016**

All values are in ₹

SL. No	DESCRIPTION	Unskilled	Semi Skilled	Skilled
1	Minimum Wage	307.00	347.00	407.00
2	PF @ 13.6%	41.78	47.22	55.39
3	ESI @ 4.75%	14.58	16.48	19.33
4	Bonus @ 8.33%	25.57	28.90	33.90
5	Leave Wages (18 days / Year)	17.71	20.01	23.48
6	Terminal Benefit for (15 days / year)	15.75	16.68	19.56
7	Holidays for 10 days	9.83	11.12	13.04
	<b>TOTAL</b>	<b>432.22</b>	<b>487.41</b>	<b>571.70</b>

SIGNATURE OF THE BIDDER WITH STAMP

**GENERAL TERMS AND CONDITIONS OF RA (REVERSE AUCTION)**

BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit „online sealed bid“ in the Reverse Auction. Non-submission of „online sealed bid “ by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.”

Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, 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.

**GENERAL TERMS AND CONDITIONS OF RA (REVERSE AUCTION)**

:: 2 ::

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(s) (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

\* \* \*

**SIGNATURE OF THE BIDDER WITH STAMP**

**Ref: OPS/OS/SC/2016-17/02/009**

**Date: 07.05.2016**

Sub : Hiring of Taxies in BHEL - HPVP, Visakhapatnam for a period of two years.

**ACCEPTANCE TO TENDER TERMS & CONDITIONS**

I / We hereby confirm that the Tender documents, all annexures etc. have been studied in detail and we have fully understood the scope of work.

I / We accept to all the Terms and Conditions of the Tender Enquiry and the prices quoted are in accordance with the same.

I / We accept to offer valid for a period of **3 months** from the last date for tender submission.

I / We give our acceptance to participate in Reverse Auction in case BHEL decides to go for reverse auction for this tender.

Tender documents duly signed on all the pages by the Owner / authorized representative of the bidder are attached herewith.

**Signature of the bidder with stamp**

**CONTRACTOR INFORMATION**

Sl.No.	Particulars	To be Filled by Bidder
01.	Name of the Contractor	
02.	Nature of Firm / Concern (Proprietor/Partnership/Pvt. Limited/Public Ltd.) Note: In case of partnership concern, please enclose photo copies of the partnership deed	
03.	Full address	
04.	Name of the Proprietor/Partner	
05.	Name of the Person(s) and designation authorized for signing the contract/dealing with BHEL	
06.	Telephone No. of the firm	
07.	Fax No.	
08.	Mobile No.	
09.	E-mail ID	
09.	Organizational structure with name and designation	

**SIGNATURE OF THE BIDDER WITH STAMP**

**CHECK LIST**

<b>Sl. No.</b>	<b>Particulars</b>	<b>Document Enclosed (Yes / No)</b>	<b>Document No</b>
01.	Name of the Contractor		
02.	Tender Document Signed & Stamped		
03.	Earnest Money Deposit (EMD) @ ₹ 60,000/-		
04.	PF Registration Certificate		
05.	ESI Registration Certificate		
06.	Service Tax Registration Certificate		
07.	PAN Number		
08.	Income Tax Returns for last 3 years (FY 2012-13, 2013-14 & 2014-15)		
09.	Profit & Loss account and Balance Sheet certified by the Practicing Chartered Accountant for the last 3 years		
10.	Work orders & Job Completion Certificates in similar works as mentioned in eligibility criteria.		
11.	Latest solvency certificate (within One year) from the Banker		
12	MSE Registration Documents, if applicable EM II certificate having deemed validity (5 years from date of issue of acknowledgement in EM II) <b>or</b> valid NSIC certificate <b>or</b> EM II certificate along with attested copy of a CA certificate (Format enclosed at <b>annexure-A</b> where deemed validity of EM II certificate of five years has expired)		

**SIGNATURE OF THE BIDDER WITH STAMP**

### 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) .....dated  
 ....., 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:

₹.....Lakhs

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:

₹.....Lakhs

#### (Strike off whichever is not applicable)

The above investment of ₹.....Lakhs is within permissible limit of ₹.....Lakhs 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 year 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 Charatered Accountant

(Required only if it was not submitted earlier)

**ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS / NEFT TRANSFER**

01	NAME & ADDRESS OF THE SUPPLIER / SUBCONTRACTOR	
02	VENDOR CODE ASSIGNED BY BHEL, HPVP LTD	

**DETAILS OF BANK ACCOUNT**

03	NAME & ADDRESS OF THE BANK	
04	NAME OF THE BRANCH	
05	BRANCH CODE	
06	MICR CODE	
07	ACCOUNT NUMBER	
08	TYPE OF ACCOUNT	
09	BENEFICIARY'S NAME	
10	IFSC CODE OF THE BRANCH	
11	EMAIL ID	
12	TELEPHONE / MOBILE NUMBER	

**CERTIFICATE**

I / We here by agree to receive the payments due from M/s Bharat Heavy Electricals Ltd., by the National Electronic Fund Transfer / 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 are a valid discharge of the liability of M/s Bharat Heavy Electricals Ltd. I / We also agree to bear the applicable Bank charges for the above mode of transfer. A copy of the cheque leaf/ cancelled cheque leaf of the above account is sent herewith.

(Authorized Signatories with name &amp; 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 authorized signatory and the MICR and IFSC codes of our branch mentioned above are correct.

Place:

Date:

Bank Manager / Officer

Signature with Bank stamp  
and name seal**FORWARDED TO ACCOUNTS DEPARTMENT / CASH SECTION**

We confirm the above details are verified with the records available with us

Signature of BHEL Official with name & seal  
Operating the contract / Services

# **PART – II**

**(PRICE BID )**

**BHARAT HEAVY ELECTRICALS LIMITED  
HEAVY PLATES AND VESSELS PLANT  
VISAKHAPATNAM – 530 012**

**Name of Work:** Hiring of Taxies in BHEL - HPVP, Visakhapatnam for a period of two years.

**Tender Enquiry No :** OPS/OS/SC/2016-17/02/009, Dated : 07.05.2016

**Schedule of Quantities & Rates (SOQR)**

**VENDOR HAS TO QUOTE THE RATES IN THE FOLLOWING TABLE**

<b>Sl. No.</b>	<b>Description of Work</b>	<b>Rate(in ₹)</b>
1	Monthly hire charges for Vehicle(Without diesel cost)	
2	Over time charges beyond 12 hrs of duty per hour ( Part of the hour will be paid at the pro-rata rate per minute basis)	
3	Rate per KM for outstation Trip (AC)	
4	Rate per KM for Ghat road (AC) for outstation trip (other than Simhachalam, kailashgiri)	
5	Night halt charges per night for outstation trip	

**Note:**

**Mileage for Vehicle will be considered as 13Km/litre for AC uses and 15 Km/litre for non AC uses for reimbursement of diesel cost. Please see overall cost calculation procedure. Mobil consumption is in the scope of vendor.**

**EXTRA VEHICLES ON CALL BASIS**

**VENDOR HAS TO QUOTE THE RATES IN THE FOLLOWING TABLE**

<b>Sl. No.</b>	<b>Type of vehicle</b>	<b>Rate for 10 Hrs / 100 Kms (in ₹)</b>	<b>Unit rate for addl. Kms (in ₹)</b>	<b>Unit rate for Addl. Hour charges (in ₹)</b>
1	TATA INDICA AC			
2	HYUNDAI VERNA			
3	SWIFT DZIRE / INDIGO			
4	INNOVA			
5	TOYOTO ETIOS			
6	COROLLO ALTIS			

### OVER ALL COST CALCULATION PROCEDURE

Sl. No.	Description of Work	Qty(Apprx) (a)	Amount in Figures (₹)
1	Fixed Monthly hire Charges	4 Nos.	4 X (Quoted rate)
2	Cost for Non A/c use (Local) per month.	4000 Km	4000/15 * 55.00
3	Cost for A/c use (Local) per month.	2000 Km	2000/13 * 55.00
4	Total additional run for A/c use (Local) per month.	600 Km	600/13 * 55.00
5	Total additional run for non A/c use (Local) per month.	600 Km	600/15 * 55.00
6	OT hour per month for four vehicles	60 Hrs	60 X (Quoted rate)
<b>Total Amount per month (Sum of 1 to 6 in the above table)</b>			<b>A</b>

#### II. Expenditure for additional charges for Vehicle for 2 Years.

1	Cost for Out station charges	100 Kms	100 x (Quoted rate)
2	Ghat road charges for outstation trip	50 Kms	50 X (Quoted rate)
3	Cost for Night halt	2 Nos	2 x (Quoted rate)
<b>Total Amount (Sum of 1 to 3 in the above table)</b>			<b>B</b>

**III. Expenditure for Extra vehicles on call basis for 2 Years.**

Sl. No.	Type of vehicle	No. of Units (a)	Rate for 10Hrs / 100 Kms (b)	Additional Kms (c)	Unit rate for addl. Kms (in ₹) (d)	Additional Hrs (e)	Addl. Hour charges (in ₹) (f)	Amount in Figures (₹) {(a)x(b) + (c)x(d) + (e)x(f)}
1	TATA INDICA AC	36	(Quoted rate)	720	(Quoted rate)	72	(Quoted rate)	
2	HYUNDAI VERNA	6	(Quoted rate)	240	(Quoted rate)	24	(Quoted rate)	
3	SWIFT DZIRE / INDIGO	6	(Quoted rate)	240	(Quoted rate)	24	(Quoted rate)	
4	INNOVA	8	(Quoted rate)	240	(Quoted rate)	24	(Quoted rate)	
5	TOYOTO ETIOS	6	(Quoted rate)	240	(Quoted rate)	24	(Quoted rate)	
6	COROLLO ALTIS	6	(Quoted rate)	240	(Quoted rate)	24	(Quoted rate)	
	<b>Total amount for Two years (Sum of 1 to 6 in the above table) =</b>							<b>C</b>
	<b>Overall amount for 2 years : (A x 24) + B + C</b>							

**GRAND TOTAL AMOUNT FOR 2 YEARS IN WORDS:**

**NOTE:**

1. No column should be left blank. If any column is left blank the offer is liable to be rejected.
2. Fixed Monthly charges will not be changed during the entire contract period.
3. Vendor need not to calculate Grand total amount (Over all cost).
4. Rs 55/- was taken as Diesel price for arriving total cost. However, for payment to Vendor, actual Diesel price will be considered.
5. No change in KM rate even after 12 hrs of engages for the same day. Only OT is payable.
6. Contractor may have to supply required number of cars as per company requirement, if it is warranted during the contract period.
7. For additional vehicles if the vehicle can be released before 5 hrs, minimum hire charges for 5 hrs/50 Kms on pro rata basis will be paid.
8. Rates quoted shall be excluding service tax. However Service Tax shall be paid to the Govt. by BHEL as per existing policy.
9. Payment will be made for SI Nos (II & III) based on actual only.
10. **L1 shall be evaluated based on Overall Cost for 2 years.** However BHEL reserves the right to negotiate with L1 vendor.
11. **The prices shall remain fixed and firm for an entire period of contract & No additional payment shall be made to contractor over and above the quoted price.**

**SIGNATURE OF THE TENDERER WITH SEAL**