



भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited

SCO 203 2nd Floor Sector
14 , Panchkula-134113
Tele No. 0172-2574998

निविदा आमंत्रण सूचना
NOTICE INVITING TENDER

Sir/Madam,

Bharat Heavy Electricals Limited (hereinafter referred to as **BHEL**) is a Central Public Sector Enterprise, having its Corporate & Registered Office at BHEL House, Siri Fort, New Delhi-110049 invites offer in sealed cover under two part bid system (Part-I: Techno commercial Bid & Part-II: Price Bid) from the competent agencies for "Hiring of AC Vehicles on day to day basis from reputed taxi operators based in Tricity

SCHEDULE TO TENDER

1	Tender Reference No.	ROD/CHD/HR/23-24/VEH/4
2	Date of Issue of Tender:	06-04-2023
3	Type of Tender:	Open Tender offline
4	Type of Bid:	Two-part bid system (Techno- Commercial Bid and Price Bid)
5	Tender Title:	"Hiring of AC Vehicles on day to day basis from taxi operators in Tricity"
6	Last date/ time for receipt of tender:	21-04-2023 by 03:00 PM
7	Date/ time of opening of bid:	21-04-2023 at 03:30 PM
8	Place of submission of Tender/Bid	Tenders can be submitted to any of the 2 officers mentioned below:- 1) Sh. Gaurav Chopra, Manager, BHEL, 2 nd Floor, SCO 203, Sector 14, Panchkula-134113 2) Sh. Anil Kishor, Deputy Manager, BHEL, 2 nd Floor, SCO 203, Sector 14, Panchkula- 134113
9	Tender will be opened at:	BHEL, Conference room, 2 nd Floor, SCO-203, Sector 14, Panchkula -134113
10	Scope of Work:	Hiring of AC Vehicles on day to day basis from reputed taxi operators based in Tricity
11	Duration of Contract:	2 years

Please submit your most competitive offer for the above subject work as per the tender terms & conditions. All corrigendum, addenda, amendments, time extension, clarifications, etc. to the tender will be hosted on website <http://www.bhel.com> and <http://eprocure.gov.in/cppp/> only. Bidders should regularly visit website till the due date of submission to keep themselves updated. Any clarification(s) regarding Notice Inviting Tender (NIT), if required, should be sought from the undersigned before the tender due date.

Thanking you,

For & on behalf of
Bharat Heavy Electricals Ltd.
Gaurav Chopra
Email – gauravchopra@bhel.in
Mobile no 9999404643

1. General Instructions:-

BHEL invites bidders for hiring of **registered taxis Etios AC (equivalent segment) / Innova Crysta AC (equivalent segment) for Senior Executives, guests and employees of BHEL for local / outstation journeys on contract basis**. BHEL, therefore, intends to empanel reputed taxi operators based in Tricity on rate contract basis for a period of two years as and when required basis".

The quotation should reach at SCO 203 , Second Floor, Sector 14, Panchkula before due date i.e. 21.04.2023, 15:00 Hrs. to designated officer mentioned in NIT.

SN	Description / Instructions
1.	1) The rates offered shall remain firm, subject to PVC as per Annexure III (1), during the contract period of 2 year. The same may however be extended with mutual agreement, in writing, on the same Rates, Terms and Conditions. Attachment/Annexures are mentioned below:- 2) Terms & Conditions (Annexure-“I”). 3) Scope of work (Annexure-“II”). 4) Commercial Terms & Conditions (Annexure-“III”). 5) General Terms & Conditions (Annexure-“IV”). 6) Details of Business (Annexure-V). 7) Vehicle Duty Slip (Annexure-VI). 8) Acceptance Letter /No Deviation Certificate (Annexure-“VII”). 9) Declaration (Annexure-“VIII”). 10) Technical Details (Annexure-“IX”). 11) Check List (Annexure-“X”). 12) Detail of Vehicles (Annexure-“XI”). 13) Certificate by CA (Annexure-“XII”). 14) Price Bid Format (Annexure-“XIII”).
2.	IMPORTANT INSTRUCTIONS: 1. Vendors must go through all these Annexure carefully before submitting the bid. 2. Offers should be submitted in Two Part Bids. 3. The prices must be quoted in the enclosed Price Format only. (Annexure-“XIII”) 4. Price Bids of the technically & commercially acceptable parties ONLY shall be opened. 5. Vendor has to sign & stamp every page of NIT. 6. Reverse Auction shall not be conducted for this tender. 7. In case any typing error/other clerical errors is noticed by the tenderer, in the tender documents, the same must be pointed out and got clarified before submission of offer, or else, BHEL’s interpretation shall prevail and shall be binding on the tenderer. 8. No overwriting / correction in tender documents by tenderer shall be allowed. 9. Only rate shall be quoted in price bid format else it may lead to rejection of bid 10. The prices quoted should be firm and no revision of prices will be entertained after the price bid is opened. 11. BHEL reserves the right to accept or reject the bid or cancel or withdraw the invitation of tender without assigning any reason whatsoever and in such case no bidder / intending bidder shall have any claim arising out of such action by BHEL.

2. PROCEDURE FOR SUBMISSION OF TENDER

The tender is to be submitted as required in two parts in separate sealed covers prominently superscripted as **Part-1 “Techno-commercial Bid”** & **Part-2 “Price Bid”** and also indicating on each of the covers the tender number and due date & time as mentioned in the tender enquiry:-

Envelope-1: Envelope of Part-1 “Techno-commercial Bid” shall contain documents required as mentioned in tender specification

Envelope-2: Part-2 “Price Bid” shall contain Price-Bid format (Annexure-XIII)

These two separate cover/envelopes 1 and 2 shall together be enclosed in THIRD ENVELOPE and this sealed cover shall be superscripted with tender number and due date.

If the Part-2 “Price Bid” (Annexure-XIII) is not received in separate sealed envelope as described above, then the same shall be rejected & offer of such respective bidder(s) will not be evaluated further.

3. Opening of Bids :-

The Part-I offers of the parties shall be opened on **21.04.2023 at 15:30 Hrs.** in the presence of authorized representatives of the parties who may like to be present. Envelope 1 containing Part-I “Techno-commercial Bid” will be opened first and evaluated for technical qualification. Bidders who qualify in Technical Bid will only be considered for opening of Price Bid (Part–2). BHEL will finalize successful bidder by **opening of sealed paper price bid** of finally shortlisted technically qualified bidders. **Date of price bid opening shall be informed to technically qualified bidder and price bid will be opened** in the presence of authorized representatives of the parties who may like to be present.

Bids shall be sent by ‘REGISTERED POST / COURIER/By Hand’. BHEL takes no responsibility for delay, loss or non-receipt of bids, if sent by post/courier. The bids received after the specified time of their submission are treated as ‘Late Bids’ and shall not be considered under any circumstances.

Terms & Conditions

A. PRE QUALIFYING REQUIREMENTS (PQR) :

1) The bidder should have PAN and GST Registration No and bidder should be based in tricity (Chandigarh, Panchkula & Mohali).

2) The annual average turnover (TO) of the bidder during last three financial years ending 31.03.2022 should be at least Rs 0.35 Lakhs. Bidder has to submit copies of Audited Copy of Balance Sheets, Profits & loss Account Statements and Copy of acknowledgements of IT returns of last three financial years, ending 31st March' 2022. In case of unavailability of audited financial statements for any of the last three Financial Years (i.e. FY 2019-20, FY 2020-21, FY 2021-22), Certificate issued by Chartered Accountant / Certified Public Accountant (CPA) for financial capability of the bidder is to be furnished. If documents as above for all three years are not available then, "Average Annual Turnover" shall be calculated by dividing the sum of available year's Annual Turnover by 03.

3) *The experience of having successfully completed similar Job/ services during last 7 years ending on 31.03.2023 should be either of the following:-*

a) Three similar completed jobs / services with value not less than Rs.0.92 Lakhs each.

Or

b) Two similar completed jobs / services with value not less than Rs. 1.15 Lakhs each.

Or

c) One similar completed job / service with value not less than Rs. 1.84 Lacs.

"Similar Job / service" refers to "Providing of taxis services".

Only work orders and supporting work completion certificates from the clients shall be submitted as proof against S.No.2 of PQR. For example: If you are qualifying as per SNo.2(b), only work orders/work completion certificates of 2 clients each costing not less than Rs. 1.15 lakhs shall be furnished.

The work completion certificate shall be specific to the work order submitted i.e. the specific contract, value of the job, duration of contract / job and successful completion shall be indicated in the work completion certificate from the client. The certificates shall be issued by competent authority with his / her contact details mentioned, for verification purpose. BHEL reserves the right to verify the correctness of the certificates of the clients.

B. DOCUMENTS REQUIRED IN SUPPORT OF PRE-QUALIFYING REQUIREMENT:

- a) Copy of PAN Card & GST Registration Certificate duly signed and stamped by the bidder.
- b) Bidder has to submit copies of Audited Copy of Balance Sheets, Profits & loss Account Statements and Copy of acknowledgements of IT returns of last three financial years, ending 31st March' 2022. In case of unavailability of audited financial statements for any of the last three Financial Years (i.e. FY 2019-20, FY 2020-21, FY 2021-22), Certificate issued by Chartered Accountant / Certified Public Accountant (CPA) for financial capability of the bidder is to be furnished.
- c) Copies of Work Orders/ award letters indicating the duration of contract, Quantum of business done along with certificates of successful completion in support of proof of experience for the jobs/ services executed by the bidders during last 7 years ending on 31.03.2023 as against S No.2 of Pre-Qualifying Criteria. BHEL reserves the right to verify the correctness of the documents submitted against fulfilling the PQR criteria.

SCOPE OF WORK

1. The Service Provider shall provide AC Commercial Taxi cars .
The cars shall be provided at our office premises at SCO 203 , 2nd Floor, Sector 14 , Panchkula or at any other place intimated to the Contractor for travel within or outside tricity as and when required.

BHEL expects that the empaneled operator shall have all both types of vehicles both types of vehicles (Etios Equivalent & Innova Crysta Equivalent) in ready/working condition for providing of services.

The anticipated business volume during the contract period of two year towards hiring of vehicles shall be approx. Rs. 2.3 lakhs in respect of BHEL ROD Unit at Panchkula.

The above figure (Rs.2.3 lakhs) is indicative for tender purposes only & does not guarantee the business volumes for the contract period of Two years. This may increase or decrease depending upon BHELs actual requirements. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in tender.

2. **The Contractor shall provide drivers with at least 3 years' experience, adequate knowledge of reading,** writing and spoken English / Hindi and in proper uniform having knowledge of different routes as well as minor repair of cars and holding valid driving license. The drivers deputed for duty should be polite and must possess positive attitude in discharging their duty. The reporting time, place, address etc. should be strictly followed by Contractor.
3. **UNIFORM:** Drivers should be neatly dressed with shoes.
4. **CONDUCT:** The Drivers should be polite and well behaved and must possess positive attitude in discharging their duty. Chewing of tobacco, smoking and drinking while on duty will not be tolerated and will be treated as misconduct and any liability arising due to this will be borne by the Service Provider.
5. The vehicle provided by the contractor must be in excellent condition and must have proper and complete documents. The vehicles should comply strictly with the provision of pollution control in line with the directions of Supreme Court from time to time and should also comply with statutory regulations issued by State Transport Authorities / Central Govt. BHEL shall in no way be responsible for any liability arising due to non-compliance of statutory requirements/regulations w.r.t the vehicle as well as the driver. The contractor must also provide a mobile phone to the driver of the vehicle sent for duty.
6. **In case of non-availability of requisitioned car, it will be the responsibility of the Contractor to provide higher segment cars at the same rates.**
7. The Contractor shall maintain the duty slip (for vehicles deployed, on Daily basis) as per Performa enclosed (Refer Annexure-VI) .Driver should get the duty slip signed by the user at the end of each journey which would indicate the details such as opening and the closing

meter reading, point of starting / ending the journey, Places visited, date and time of release of vehicle by the user. This requirement is mandatory for processing the bill for payment.

8. **In case of breakdown / servicing / repair, the contractor shall provide alternate vehicle of same make and model within one hour failing which the vehicle shall be hired from other sources at the risk and cost of the contractor.**
9. **At times, when the hiring of the vehicle is for top management official of BHEL/VIP customer, BHEL reserves the right to inspect the vehicle prior to confirming the booking.**
10. In case taxi is hired for local duty and same is taken for outstation duty due to emergency need (With intimation to BHEL ROD Office), payment shall be made as per outstation duty charges (Km wise).
11. In a rare emergency case, if the hired vehicle route gets changed on demand of customer then the payment will be made as per the actual kilometers utilized meeting the essence of the specification with intimation to ROD Office .
12. In case of any accident, BHEL will not be legally responsible for any such liabilities accruing out of the same.
13. Charges on the principle of "Garage-to-garage" basis as per actual distance will be permissible in respect of the journeys starting from places, other than BHEL ROD Panchkula office. However, for journeys starting from and up to BHEL ROD Panchkula, garage-to-garage KMs for each side would be restricted to maximum of 12 KMs or the actual distance between BHEL, ROD Panchkula office and the garage of the Service Provider, whichever is lower.
14. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be submitted along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.
15. Tender evaluation shall be carried out on the basis of documents required and terms & conditions specified intender documents.
16. The Service Provider must also provide a mobile phone to the driver of the vehicle sent for duty.
17. Vendor shall ensure at all times, proper hygiene, cleanliness and periodic maintenance of vehicle.

18. Vendor's driver will be responsible to obey traffic rules and BHEL in no way will own any responsibility in this regard.
19. An up-to-date First Aid Kit should always be available in the vehicle for use in case of requirement. With regard to safety, vendor shall ensure that a suitable Fire Extinguisher shall remain in vehicle for any emergency.
20. It should be the sole responsibility of Vendor to ensure that the vehicle is/are always and exclusively driven by a person appropriately qualified and licensed under the Motor Vehicle Act.
21. Vendor shall ensure that the vehicle should always have sufficient fuel in tank for running of during the day. Refueling trip shall not be permitted during the duty unless agreed by BHEL.
22. The vendor shall maintain all necessary records of the drivers deployed for the work in proper format with necessary proof. The records shall be maintained with relevant details of domicile, education, residential address, mobile no., recent passport photograph, police verification certificate etc.
23. Vendor shall ensure that the driver has sufficient money enabling him to pay for fuel, parking, toll tax & other sundry expenses.
24. Vendor shall ensure that the driver must follow Covid-19 appropriate behavior during his duty.
25. The quantity of business volume mentioned in the tender is indicative only and may vary as per actual requirement.
26. MSME Suppliers can avail intended benefits only if they submit attested copies of either Udyam or EM-II certificate having deemed validity (five years from the date of issue of acknowledgement in EM-II) along with attested copy of a CA certificate (format enclosed as Annexure-XIII) or valid NSIC certificate along with the offer. Date to be reckoned for determining the deemed validity will be the last date of bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if the above required documents are not submitted along with offer

Commercial Terms & Conditions

1. RATE & PRICE VARIATION

In case of award of contract, the hiring charges shall remain firm for a **period of two years i.e. the ENTIRE PERIOD OF CONTRACT**. However, price variation against Sno 1,2 & 3 of Annexure XIII will be payable due to increase / decrease in the price of fuel (normal diesel as available at Petrol Pumps in Chandigarh) shall be effective from the date of variation in the price of diesel as per formula given below. Rates for S no 4 & 5 of Annexure XIII will remain fixed for entire duration of contract. BHEL would allow price variation due to increase / decrease in diesel rates (60% component) as per below mentioned formula:

$$\begin{array}{lcl} \text{\% Increase / decrease in} & & \text{[Revised rate of diesel* - base rate of diesel on the} \\ \text{hiring charges} & = & \text{date of techno commercial opening of tender] x 0.60} \\ & & \text{x 100} \\ & & \text{Base rate of diesel on the date of techno commercial} \\ & & \text{opening of tender} \end{array}$$

*The revised rate of diesel will be rate on 1st day of the month in which vehicle is hired. Diesel price will be verified from website: <http://www.mypetrolprice.com/15/Diesel-price-in-Chandigarh> for PVC payment.

2. VALIDITY OF OFFERS

The offers submitted by the parties shall be valid for 60 days from the date of opening of Part-I bid. Price bid opening shall be limited to techno-commercially acceptable bidders only. Further, BHEL reserves the right to reject the offer of bidder(s) without assigning any reason.

3. VALIDITY OF CONTRACT

The contract will be valid for a period of two years. The same may however be extended further with mutual agreement, in writing, on the same Rates, Terms and Conditions for period mutually decided.

4. TERMINATION OF CONTRACT/RECOVERY FROM CONTRACTOR

If at any time the contractor defaults in proceeding with the work with due diligence and continues to do so or commit any default in complying any of the tender terms and conditions even after the notice in writing is given, BHEL may, without prejudice to any other right to remedy which shall have accrued or shall accrue thereafter to BHEL, to terminate the contract by giving 15 days' notice in writing. The notice will be deemed to have been served as and when sent to the address given in the tender.

Recovery from Contractor: Whenever under the contract, any sum of money shall be recoverable from or payable by the contractor, the same may be deducted from any sum then due or which at any time thereafter may become due to the contractor under the contract or under any other contract with BHEL or from his security deposit, or the contract or shall pay the claim on demand without any terms & conditions.

5. SECURITY DEPOSIT

Security deposit shall be Rs. 11500/- (5% of the total anticipated business) till the date of validity of contract. The Security Deposit shall not carry any interest.

6. TERMS OF PAYMENTS

6.1. In case of award of the work, the payment will generally be made on a monthly basis within 30 days after receipt of the computerized/manual bill in duplicate and verification by user and certification by Officer-In-Charge. No advance money will be paid under any circumstances. Also no interest shall be paid for delay in payment processing. The bills in duplicate along with duty slips duly signed by the user of the vehicle or his representative should be sent to BHEL for payment. It should be ensured that there is no overwriting in the duty slip. Duty slip without signature of the user at the specified places shall not be accepted for payment.

6.2. The maintenance cost, charges of fuel, road tax, challans, salary of the driver, the overtime of driver etc. are the responsibility of the Service Provider and will be borne by the Service Provider.

6.3. Prices quoted by vendor shall include all the taxes except Parking charges, Toll tax and GST. Parking charges and Toll tax as applicable from time to time shall be extra and borne as per actual by BHEL on submission of original receipt along with the bill. GST shall be paid extra.

6.4. No Price Variation shall be applicable for i) Extra Charges per hour ii) Night Halt charges as same is fixed for entire duration of contract as per Annexure XIII

6.5. **Insurance:** The vehicle provided must be fully and comprehensively insured.

6.6 Regulation of Payments:

a) **For 4 hours/40 KMS :-** Pro-rata 50% payment of 8 hours/80 KMS shall be considered.

b) **For journeys beyond 40 KMs and up to 80 KMs & beyond 4 hrs and up to 8 hrs.:** The payment for the journeys beyond 40 KMs and up to 80 KMs and beyond 4 Hrs. and up to 8 Hrs. will be regulated on the itemized rates finalized for 40 KMS/4 Hrs. In addition, the amount payable for extra KM charges (S. No. 2 of Price Bid) & extra hour charges (S. No. 4 of Price Bid) will be calculated and payment will be made.

c) **For journeys beyond 80 KMs & 8 Hrs.:** For the journeys beyond 80 KMs & 8 Hrs. the payment will be regulated on the itemized rates finalized for S. No. 1 of the Price Bid. In addition, the amount payable for extra KM charges (S.No. 2 of Price Bid) & extra hour charges (S. No. 4 of price bid) will be calculated and payment will be made.

d) **Payment for outstation journeys:** For outstation journeys payment will be restricted to actual KM travelled with minimum of 250 KMs per day. The per KM rate & night halt charges for payment of outstation journeys will be regularized as per the rate in Sl. No. 3 and 5 of Table 1 of the Price Bid.

e) Night halt charges will be made for outstation journeys only after 10 pm.

f) Service Provider shall be solely responsible for payment of wages / salaries and allowances to his personnel that might become applicable under any act or order of Govt. from time to time during the validity of the contract. BHEL shall have no liability whatsoever on this account (i.e. Statutory compliance with regard to vehicle and also the driver deployed including the wages, allowances, and extra hour's charges etc. of the driver deployed).

g) BHEL reserves the right to reject any or all offers without assigning any reason whatsoever.

h) Tax deduction at source: Tax shall be deducted at source from the running bills as per applicable Income Tax Rules and other statutory requirements.

i) Tax and Duties

GST (Goods and Services Tax) if applicable and as legally leviable and payable by the tenderer under the provisions of applicable law/ act, shall be paid extra as per provision of applicable law. The contractor must be duly registered under GST. The invoice shall be a GST invoice under GST law and it should clearly depict following:

a. GSTIN number & address of the tenderer

b. The rate of GST

c. The amount of GST

d. GSTIN number of BHEL

e. Any other requirement specified by law, in such case documentary evidence of payment of GST shall be submitted.

Contractor shall comply with GST laws for the services rendered to BHEL. And would upload returns within the prescribed time. BHEL shall not be responsible for any delay/default on his part and he would solely be responsible for any such violation / noncompliance of GST Laws on his part. In case payable GST is not deposited by the contractor and uploaded on GSTN Network or any such noncompliance of GST Laws is observed by BHEL on his part, GST amount shall be recoverable from Contractor along with interest.

7. The cars sent to our office on our requisition shall have all relevant documents like registration Book / Driving License / Insurance / Road Tax Receipt / Border Tax etc. The vehicle should be licensed and shall conform to all Govt. Rules including pollution norms and any other regulation being in force from time to time.

8. **TAX DEDUCTION AT SOURCE:** Tax shall be deducted at source from the running bill as per applicable Income Tax Rules and other statutory requirements.

9. **DEVIATION:** The Contractor must comply with the tender specification and all terms and conditions of contract. Tenders with deviations from terms and conditions shall be rejected.

10. PENALTY CLAUSE

10.1 Penalty in case of driver not wearing clean uniform: In such a case, a penalty of Rs. 50.00 per day will be imposed on the Service Provider and the same shall be deducted from the bill.

10.2. Penalty in case of non-reporting of required vehicle on time: An amount of Rs. 100/Hour shall be deducted from the bill.

10.3. Penalty in case of AC of Vehicle Not Working: An amount of Rs. 200/- per day shall be deducted from the bill if the AC of vehicle is not working/not effective.

10.4. Generally, a prior notice of two hours will be given to the Service Providers for providing / arranging the vehicle. In case of non-reporting / refusal to provide the requisite vehicle, the same may

be hired from any other source(s) at the risk and cost of the Service Provider. The difference, if any, between the agreed hiring rates with the Service Provider and the amount payable by BHEL in the event of not providing the vehicle will be recovered from the Service Provider from the running bills/Security Deposit.

11. EVALUATION CRITERIA

- a. The techno-commercial bids submitted by all the bidders will be evaluated first. After techno-commercial evaluation, only the price bids of the bidders who qualify the techno-commercial evaluation will be opened and dates for price bid opening will be informed to those bidders subsequently.
- b. Bidders are requested to read the “Notes” provided in Price Bid very carefully before filling up the price bid format. Offer containing incomplete price bid shall be rejected and will not be considered for further evaluation. Price bid has to be submitted in separate envelope.
- c. The bidders are required to quote item wise rates for A and B (Table 1) only as indicated in the “Note” in the Price Bid Format at Annexure-XIII. Other rates will be calculated by BHEL as per the formulae indicated in respective spaces and bidders are not to quote for any other item in the price bid. Rates as calculated will be fixed for entire duration of contract with PVC applicable for S no 1, 2, 3 of price bid. Rates for S no 4 & 5 will remain fixed for entire duration of contract.
- d. For identification of overall L1 bidders, the evaluation will be done on the basis of the following formula: **Evaluation criteria formula = [A + B]** Bidders quoting minimum value in Table 1 (A+B) of Annexure XIII will be considered L1.
The value of status will be considered up to two decimal places to arrive at distinct status of all bidders.
- e. For 4 hours/40 KMS pro-rata 50% payment of 8 hours/80 KMS shall be considered.
- f. The Successful bidders L1 will have to accept the lowest rate quoted for both segment among the rates quoted by other bidders.
- g. In the event of more than one L1 bidder, BHEL reserves the right to negotiate with all L1 bidders or to decide the tender by lottery.
- h. Tender evaluation shall be carried out on the basis of documents required and terms & conditions specified in tender documents

General Terms & Conditions

1. ARBITRATION

- a) In the event of any dispute or difference arising out of the execution of the Order/Contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision between BHEL & Service Provider in any manner touching upon the Order/Contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the arbitration of the person appointed by the competent authority of BHEL.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act, 1996 (India) or statutory modifications or re-enactments thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. The venue of arbitration shall be at Panchkula.

- b) In case of order/contract on Public Sector Enterprises (PSE) or a Govt. Deptt., the following clause shall be applicable:-

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Order/Contract, such dispute or difference shall be referred to by either party to the arbitration of one of the arbitrators in the department of public enterprises. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law secretary, Deptt. of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties hereto finally and conclusively. The parties in the dispute will bear equally the cost of arbitration as intimated by the arbitrator.

2. LAWS GOVERNING THE CONTRACT

The Order/Contract shall be executed and governed by the laws of India and the courts of India alone shall have jurisdiction in respect of any matter arising under or in connection with the Order/Contract.

3. JURISDICTION OF COURT

Courts at Panchkula shall have exclusive jurisdiction to decide the dispute, if any, arising out of or in respect of the contract(s) to which these conditions are applicable.

4. DEFAULT/ BREACH OF CONTRACT, INSOLVENCY AND RISK PURCHASE

- a)** If the Service Provider / Contractor fails to provide the required services as per the Contract and failing to adhere to the contract specifications or at any time repudiates or otherwise abandons the contract before expiry of such period or refuses or is unable to / provide services covered by the Order/Contract either in whole or in part or otherwise fails to perform the Order/Contract or commits any breach of the Order/Contract not herein specifically provided for or in the event of the death or insanity or if the Contractor being an individual or if a firm on a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the Order/Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolved under the Partnership Act or if the Contractor (Service Provider) being a company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager, the purchaser without prejudice to his right to recover any expenses, losses or damages to which the BHEL may be put to incur or sustain by reason of the Contractor's default or breach of Order/Contract shall be entitled to cancel the Order/Contract either in whole or portion thereof without compensation to the Contractor (Service Provider) and if BHEL so desires, may hire such services and in such manner as it deems appropriate, at the risk and cost of the Contractor (Service Provider) and the Contractor (Service Provider) shall be liable to the BHEL for any excess costs provided that the Contractor (Service Provider) shall continue the performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The Contractor (Service Provider) shall on no account be entitled to any gain on such services.
- b)** Cost of the service made by the BHEL/Service taker at the risk and cost of the contractor (Service Provider) shall be worked out after levying 30% overheads as departmental charges on the cost of services so hired.

DETAILS OF BUSINESS

The Contractor shall furnish the following information along with Part-1 bid for hiring of AC Vehicles on day to day basis

1.0	Name of the firm	
2.0	Address for communication	
3.0	Registered Office, if any :	
4.0	Location of Garage(s) :	
	Telephone No. (Office) (Res) (Garage) (Mobile) (Fax)	
5.0	Name of proprietor / partner	
6.0	Name of Bank ,Account no alongwith IFSC code	
7.0	Date / year of commencement of Business	
8.0	PAN No	
9.0	Experience Certificates with Govt. / Public Sector Undertaking / Corporates of repute.	
10.0	GST Registration No.	
11.0	Any other information	

**VEHICLE DUTY SLIP****TO BE FILLED BY THE OPERATOR**

1. Name of the Operator:_____ 2. Dated:_____
3. Vehicle No.:_____
4. Driver Name:_____ 5. Driver Mobile No.:_____
6. Name & Mobile no. of the user:_____
7. KM reading at Garage:_____ 8. Place of Reporting:_____

Signature of operator/driver**TO BE FILLED BY THE USER**

- 1- KM reading & time at place of reporting_____
- 2-Places Visited:_____
- 3-Date & Time of releasing of vehicle:_____
(To be invariably indicated by the user)
- 4-Place and KM reading at the time of releasing the vehicle:_____
(To be invariably indicated by the user)
- 5-Signature of the user at the time of release:_____

Distance (in KM) from place of release to garage: _____

(TO BE FILLED BY THE OPERATOR)

Remarks/Feedback of the user w.r.t. quality of the service

Signature of User

Acceptance Letter / No Deviation Certificate

Notwithstanding anything mentioned in our bid, we hereby accept all terms and conditions of the above tender.

Signature

With name, Designation & seal of the firm

DECLARATION

I/ We hereby declare that I / we have not been banned or de-listed by any PSU / Government Department / Financial Institute / Court and no case is pending with the police / court against our firm/ partner or the company.

Signature

With name, Designation & seal of the firm

TECHNICAL DETAILS

Work Experience fulfilling PQR Criteria (As per work orders and work completion certificate submitted in Part-I Bid)

EXPERIENCE	No. of Work	Value	Customer's Name
1.			
2.			
3.			

(Signature & seal of the contractor)

CHECK-LIST (Part-I Bid)**SUMMARY OF COMPLIANCE TO REQUIREMENT OF TENDER**

SNo.	Description of requirement	Yes/ No/NA	Page No(s)
1	Details of work experience, satisfactory work completion certificates.		
2	Copy of the PAN card.		
3	Copy of GST registration certificate		
4	Signed and stamped complete NIT		
5	Details Of Business (Annexure –“V”)		
6	Vehicle Duty Slip (Annexure-“VI”).		
7	Acceptance Letter / No Deviation Certificate (Annexure-“VII”)		
8	Declaration (Annexure-“VIII”)		
9	Technical Details (Annexure-“IX”)		
10	Check List (Annexure-“X”)		
11	Price Bid Format (Annexure-“XIII”)		
12	Details of Vehicle (“Annexure-XI”)		
13	Declaration by CA (“ Annexure XII”)		
14	Audited Copy of Balance Sheets, Profits & loss Account Statements and Copy of acknowledgements of IT returns of last three financial years, ending 31 st March’ 2022.		

(Signature & seal of the contractor)

Details of Vehicles Owned

(Attach separate sheet in the following format)

Sr. No.	Registration No.	Make	Model
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			

Signature
(Seal)

Certificate by Chartered Accountant on letter head
(Only for those who are submitting EM-II Certificates)

This is to certify that M/S..... (hereafter referred as Company) having it's registered Office atis 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€ dated October 5,2006: Rs..... 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: Rs..... Lakhs. (Strike off whichever is not applicable)

The above investment of Rs..... Lakhs is within permissible limit of Rs..... Lakhs for.....Micro/Small (Strike whichever is not applicable)

Category under MSMED Act 2006. Or The Company has been graduated from its original category (Mini/Micro) (Strike whichever is not applicable) and the date of graduation of such enterprise from it's 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 04.11.2013 by Ministry of MSME.

Date:

(Signature)
Name

Membership Number
Seal of Chartered Accountant

PRICE BID FORMAT : PART – II BID : CONTRACT FOR HIRING OF AC VEHICLES ON DAY TO DAY BASIS**TABLE – 1****(Rs.)**

	Category/type of vehicle	Etios (or equivalent)	Innova Crysta (or equivalent)
1	Rates for 8hrs/80 Kms	A=	B=
2	Rates for Extra Charges per Km	0.7% of A	0.7% of B
3	Rate per Km for outstation duty	0.7% of A	0.7% of B
4	Rates for Extra Charges per hour	67.5	75.0
5	Night charges (outstation duty) after 10pm	200	200

For 4 hours/40 KMS pro-rata 50% payment of 8 hours/80 KMS (Sno 1) shall be considered.

Place :

Date :

Signature of the Tenderer

Name & Seal of the firm

Contact No. & Name of the person

NOTE:

- Bidders are required to quote only for Sl. No. 1 of Table 1 i.e. rates for A and B.
- Sl. No. 2 and 3 shall be calculated as per the formulae indicated in the Table 1.
- Sl. No. 4 and 5 have been standardized by BHEL and shall remain firm for the period of contract.
- Incomplete Price Bids shall be rejected and will not be considered for further evaluation.
- For outstation trips, payment will be restricted to actual KM travelled with minimum 250 KMs per day.
- Night halt will be given for outstation journeys only.
- The maintenance cost, charges of fuel, road tax, salary of driver and overtime, challans etc. are to be borne by the bidder.
- Parking charges, toll tax, GST and DND Payments, as applicable from time to time shall be extra and borne at actual by BHEL on certification by the user on submission of documentary proof (original receipt). BHEL will also reimburse State levies / taxes for outstation journeys (for single entry only) at actuals on submission of receipts in original.
- Diesel price will be verified from website: <http://www.mypetrolprice.com/15/Diesel-price-in-Chandigarh> for PVC payment
- PVC will be applicable only for Sno 1 , 2 & 3 of Table 1 as per Clause no 1 of Annexure II . Rates for Sno 4 & 5 of Table 1 will be fixed for entire duration of contract.
- For identification of overall L1 bidders, the evaluation will be done on the basis of the following formula: Evaluation criteria formula = [A + B]. Bidders quoting minimum value in Table 1 (A+B) will be L1