

भारत हैवी इलेक्ट्रिकल्स लिमिटेड / BHARAT HEAVY ELECTRICALS LIMITED

क्षेत्रीय परिचालन प्रभाग, मुंबई / REGIONAL OPERATIONS DIVISION, MUMBAI

१४/१५ वी मंज़िल, वर्ल्ड ट्रेड सेंटर, कफ परेड, कुलाबा, मुंबई - 400 005 14/15<sup>TH</sup> FLOOR, WTC, CUFFE PARADE, COLABA, MUMBAI- 400 005

RE:MUM:HR:T:001/2022-23 (31)	ार ई: मुम: एच आर	ं : दी:001/2022-23)	dt: 10.05.2022
सेवा में,			
मेसर्स			

प्रिय महोदय / महोदया ,

विषय: बी.एच.ई.एल , क्षेत्रीय परिचालन प्रभाग, मुंबई: दैनिक आधार पर पर्यटक टैक्सियों के लिए प्रस्ताव

Subject: BHEL, ROD Mumbai: Tender for Tourist Taxi on Daily Requirement (as and when)

बीएल.ई.एच., क्षेत्रीय परिचालन प्रभाग, मुंबई; निविदा विनिर्देश में रखे गये नियमों और शर्तों के अनुरूप; बी एल.ई.एच. के विरष्ठ अधिकारियों, कर्मचारियों और आधिकारिक अतिथि के लिए स्थापित ठेकेदारों से, दैनिक आधार पर स्थानीय/ बाहरी यात्रा हेत टूरिस्ट टैक्सी के लिए दो बोली प्रणाली ( $\Gamma$ wo  $\Gamma$ bid  $\Gamma$ yore) में मुहरबंद निविदाएं आमंत्रित करता है /

# निविदा में निम्नलिखित तथ्य शामिल हैं:

क्रमांक	विवरण	अनुभाग संख्या
01	सामान्य जानकारी	अनुभाग - I
02	कार्य क्षेत्र Scope of work	अनुभाग - II
03	बोली लगाने वालों (Bidders) और विशेष परिस्थितियों के लिये	अनुभाग - III
	निर्देश	
04	सामान्य नियम और निर्देश	अनुभाग – IV
05	ई खरीद के विवरण	अनुभाग – V
06	टेक्नो कमर्शियल बिड	अनुभाग - VI
07	मूल्य बिड	अनुभाग - VII
08	अनुपालन पत्र	अनुभाग –VIII

09	बोली लगाने वाले का विवरण	(अनुलग्नक -"A")
10	वाहनों के विवरण	(अनुलग्नक -"B")
11	दैनिक वाहन के लिये ड्युटि पर्चि	(अनुलग्नक - "C")
12	स्वीकृति पत्र	(अनुलग्नक -"D")
13	घोषणा	(अनुलग्नक -"E")
14	तकनीकी विवरण	(अनुलग्नक -"F")
15	e-Mandate प्रारूप	(अनुलग्नक -"G")

बोली लगाने वालों को सलाह दी जाती है कि वे अपने सभी प्रतिस्पर्धी प्रस्तावों को सभी तरह से और बिना किसी विचलन के पूरा करें।

The bidders are advised to submit their most competitive offers complete in all respect and without any deviation.

ई-प्रोक्योरमेंट के माध्यम से निविदा का संचलन और मुल्यांकन ऑनलाईन किया जाएगा / प्रस्ताव प्रस्तुत करने का कोई अन्य रूप या हार्ड कॉपी स्वीकार्य नहीं है ।

The tender will be conducted and evaluated online through e-Procurement System. No other forms of submission of offer or hard copy is accepted.

धन्यवाद / Thanking you,

आपका आभारी Yours faithfully,

भारत हेवी इलेक्ट्रिकल्स लिमिटेड के लिये For BHARAT HEAVY ELECTRICALS LIMITED

-SD-

प्रबंधक (मानव संसाधन)

Encl: Section I to VIII, Annexure A to G

# सामान्य निर्देश GENERAL INFORMATION

Address : BHEL, ROD, MUMBAI 15th Floor, WTC, Centre-1, Cuffe Parade, Mumbai – 400 005.

Contact Person : Mr. Salvi salvi@bhel.in; Mr. Milan email: milan@bhel.in

Telephone : 022 2217 1222 / 2217 1225 / 2217 1255 Fax : 02222187850

Tender Type : SERVICE CONTRACT

Due date & Time of submission of bid : 20.05.2022 (15 hrs)

Date and time of opening of (Technical) Part I: 20.05.2022 (15: 30 hrs)

Date and time of opening of (Price) Part II : To be intimated separately

EMD: Not Applicable

Tender available on: <a href="https://eprocurebhel.co.in/nicgep/app">https://eprocurebhel.co.in/nicgep/app</a> tender notification

## Scope of work

Rate contract to hire **tourist taxis as Daily Taxi Vehicle** i.e. Wagon R / Swift / Swift D'zire / Etios / Innova / Innova Crysta/ Honda City / Honda Accord / Nissan Sunny / Volkswagen Vento / Toyota Corolla Altis / Ertiga or equivalent etc. for Senior Executives, guests and employees for local / outstation journeys on daily basis. BHEL, therefore, intends to empanel reputed taxi operators on rate contract basis for a period of one year from the date of award for hiring of taxis on (Daily basis) "as and when required basis" for different Type of Vehicles as mentioned in following:

# The anticipated load of different type Vehicle for (Daily Basis) One year, shall be as under:

Type of vehicle or equivalent	No. of Vehicle estimated in a year
Swift	250
D'zire	220
H/City	30
Innova	20
Crysta	15
Corolla Altis	5

For upto 120 number of vehicle type D'zire/equivalents, the WO and billing will be dealt separately by BHEL EMRP Office, Andehri, Mumbai, for actual number of vehicle utilized by EMRP.

There is no minimum guarantee of the number of vehicle, that will be asked for service in year.

# SIGNATURE AND SEAL OF BIDDER

**SECTION III** 

## **GUIDELINES FOR OFFER SUBMISSION:**

- 1. The tendering process will be completed through E-tendering.
- 2. National Informatics Centre is our service provider for E- tendering. URL for E-procurement portal is <a href="https://eprocurebhel.co.in/nicgep/app">https://eprocurebhel.co.in/nicgep/app</a>.
- 3. Vendor who are not registered with NIC need to register themselves. The URL for registration is <a href="https://eprocurebhel.co.in/nicgep/app?page=BiddersManualKit&service=page">https://eprocurebhel.co.in/nicgep/app?page=BiddersManualKit&service=page</a>.
- 4. In case of any clarification please contact below person:

Name: R. Inchara

Email ID: inchinchu@gmail.com

Phone no: 8553226267

- 5. The tender documents comprise the following:-
  - (I) Part-1 Techno Commercial Bid.

All required documents must be submitted on the portal.

(II) Part-2 – Price Bid

Must be quoted in BOQ format provided at the portal.

Format of price bid must not be changed.

#### 6. Evaluation Criteria:

- a. The offer of parties meeting the Technical requirements will only be considered for evaluation.
- b. The offers will be evaluated on the basis of the total value offered in the Price Bid.
- c. The Tender will be finalized through Reverse Auction only as per BHEL Reverse Auction guidelines. Bidders who are technically not qualified will not be allowed to participate in the reverse auction.
- d. The order will be finalized on one party only. Tender is non-splittable.
- **e.** Extra Hrs and Extra Kms beyond 08 Hrs/80 Kms will be paid as per Price bid Annexure "VII", schedule B'.
- **f.** BHEL Reserves right to Negotiate with L1 party.

#### SIGNATURE AND SEAL OF BIDDER

- 1. The Special Conditions mentioned herein will supersede the General Terms and Conditions mentioned in SECTION IV.
- 2. Ownership of cars for each type of vehicle should be as follows: (As per Section -I Vehicle Type)

Swift or Equivalent	At least 2
D'zire or Equivalent	At least 3
H/City or Equivalent	At least 1
Innova or Equivalent	At least 1
Crysta or Equivalent	At least 1
Corolla Altis or Equivalent	At least 1

The above mentioned criteria must be fulfilled by the bidder for considering their Bid for the respective Type of vehicle

- 3. The Vehicles **must be registered** in the name of their Agency / Company / Proprietors / Partners / Individuals, with RTO to play as Tourist Vehicle i.e. T-Registration.
- 4. The Registration of the cars should not be prior to 2019. (Diesel Car).
- 5. Vehicle to be provided should be diesel vehicle.
- 6. Bidder must submit proof of having successfully completed similar works: during 7 years (ending last day of month previous to the one in which the tender was due for opening) as under: (copies of work order / contract along with completion certificate to be enclosed)

Three contracts of value not less than Rs 3.64 lakhs each.

OR

Two contracts of value not less than Rs. 4.55 lakhs each.

OR

One contract of value not less than Rs 7.28 lakhs each.

- 7. Following documents to be up loaded along with the **Technical Bid**:
- a. Copies of the **valid RC books** for the cars owned by the bidder- Original will be required for verification before opening of the Price Bid.
- b) GST registration Certificate and PAN card Copy.
- c). Comprehensive insurance of cars
- d). Copy of valid permit for vehicle for 'T' mark from RTO
- e). Copy of fitness certificate of vehicle by RTO
- f). Bidder should have office in Mumbai Metropolitan Region.

Proof of office and the garage — to enclose telephone / electricity bill or any govt issued document having mention of address

- g) Duly signed and stamped compliance letter in the bidder's company letterhead as per format enclosed;
- h. Duly signed NIT

- i. Nature of firm (Proprietorship / Partnership / Private Limited / Public Limited).
  - The following documents are to be submitted:
  - i) Proprietorship Firm Registration certificate under Bombay Shop & Establishment Acts / Other Statutory Authorities like PWD / MHADA / Sales Tax Department / Reliance Energy/ MTNL/ Registration of Companies etc.
  - ii) Partnership Firm Partnership Deed
  - iii) Private Limited Company / Public Limited Company Certificate of Incorporation.
- j. EMD is not applicable for this tender.
- 7. <u>Duration of Contract</u> The contract will be for One Year, Further extendable for one more year on Mutual consent; in writing: of both parties.
- 8. "The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.
- 9. Bidders must go through Guidelines for suspension of business dealings/Reverse Auction. Guidelines for suspension of business dealings/Reverse auction with suppliers/contractors are available on website <a href="www.bhel.com">www.bhel.com</a> on "supplier registration page".
- 10. Offer Validity: Offers shall remain valid for one month from the date of opening of Tender
- 11. 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 (2 years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of CA certificate (format enclosed as per Annexure I where deemed validity of EM II certificate of 2 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 I incase of 2 part bid). 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 any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-Procurement Portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by Gazetted officer.

#### SIGNATURE AND SEAL OF TENDERER

#### **GENERAL TERMS AND CONDITIONS**

- 1.0 The following terms shall have the meaning hereby assigned to them except where the context requires otherwise:-
- 1.1 "COMPANY" OR "BHEL" (or B.H.E. Ltd.) shall mean Bharat Heavy Electricals Limited, a Company registered under Indian Companies Act 1956, with its Registered Office at BHEL House, Siri Fort, New Delhi-110 049, India or its Authorised Officers or its Engineer or other Employees authorised to deal with this contract.
- 1.2 "BIDDER" shall mean the Party bidding for the Tender.
- 1.3 "CONTRACTOR" or "MTO" shall mean the individual, Partnership firms or Private / Public Limited Co. or any legal entity who enters into Contract with BHEL and shall include their executors, administrators, successors and assigns. "CONTRACTOR" shall also mean "CONTRACTOR", "CONTRACTOR" "CARRIER" "TRANSPORTER" or "MTO" where the context so requires.
- 1.4 "CONTRACT" or "CONTRACT DOCUMENT" shall mean and include the agreement, the Work order/LOI, the accepted appendices of rates, Schedules of Quantities (if any), General Terms and Conditions of Contract, Special Conditions of Contract, Instructions to Bidder, the drawings, the Technical Specifications and the Special Specifications (if any).
- 1.5 Any conditions or terms stipulated by the bidder in the tender documents or subsequent letters shall not form part of the Contract unless specifically accepted in writing by BHEL and incorporated in the Agreement.
- 1.6 "TENDER SPECIFICATIONS" shall mean the Scope of Work, Special Instructions / Conditions, Technical specifications/requirement, Appendices, Site Information and drawings pertaining to the work and any other relevant reference in the Tender Document for which the Bidder are required to submit their offer.
- 1.7 "APPROVED" "DIRECTED" or "INSTRUCTED" shall mean approved, directed or instructed by BHEL.
- 1.8 "SINGULAR AND PLURAL" etc. words carrying singular number shall also include plural and vice versa, where the context so requires. Words imparting masculine gender shall be taken to

include the feminine gender and words imparting persons shall include any Company or Association or Body or Individuals, whether incorporated or not.

- 1.9 "VALIDITY OF THE CONTRACT" The contract will remain valid till the date specified in the contract after considering time extension(s), if any granted by the Company to the contractor. Where validity date is not specified, the contract will remain valid till all the activities specified therein are completed in all respects to the satisfaction of BHEL or where the Company has decided to modify (increase/reduce) the scope of work, on completion of such modified scope of work to the complete satisfaction of BHEL.
- 1.10 "COMPLETION OF THE CONTRACT" The contract will be treated as complete on full and final settlement by BHEL of all Bills / invoices raised under the contract by the Contractor with no claim on either side.

## 2. COMMENCEMENT OF WORK:

2.1 The Contractor shall commence the work on specific intimation from BHEL in writing or the time indicated in the LOI and shall proceed with the same with due expedition without delay. If the Contractor fails to commence the work as per the terms of Order/Contract, BHEL, at its sole discretion will have the right to cancel the Order/Contract. His Earnest Money and/or Security Deposit will stand forfeited without prejudice to any and all of BHEL's other rights and remedies in this regard.

## 3. INVOICES AND PAYMENT TERMS:

- **a.** No advance will be paid. The actual payment to be made to bidder will based on verification by BHEL representative. Payment would be made based on actual services provided by bidder and certified by BHEL representative.
- **b.** Pakka bill / Tax Invoice with GST number is must. The bill should be in name of **Bharat Heavy Electricals Limited** bearing GST No. 27AAACB4146P1ZF. The GST No. of bidder should also be written on the bill. The tax invoice should be GST compliant. The GST amount would be released once it is reflected on GST portal.
- c. The Contractor will be required to raise the Invoice for the services rendered. The Invoices will have to be raised according to the explicitly agreed rates and payment terms of the contract.
- d. In consideration of such services mentioned above rendered by the contractor, BHEL will pay charges and also applicable taxes to the contractor for every calendar month within 30 days of submission of clear bills. TDS as applicable will be deducted at source from the payment.
  - e. Payment will be made online through NEFT/RTGS to contractor bank account within 30 days of submission of bill and its verification. Successful bidder must give bank details for eMandate in prescribed format.
  - **f.** The contractor will have to produce invoices showing the tax elements separately.

- **g.** In case the, TDS is not to be made, the contractor r will have to produce the exemption letter from the relevant authorities to this effect along with bill submitted for payment.
- h. The successful bidder shall furnish proof of GST registration with GSTN Portal covering the services under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by the successful bidder on BHEL for this project/ work.
- i. In case of raising any Invoice/ Supplementary Tax Invoice (Debit / Credit Note) Bidder shall issue the same containing all the details as required as per applicable GST Act & Rules.
- **j.** Bidder shall comply with the Time limit prescribed under the GST Law and rules thereof for raising of the tax invoice.
- **k.** Bidder shall note that in case GST credit is delayed/ denied to BHEL due to delayed / non receipt of goods and /or tax invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons attributable to the bidder, GST amount shall be recoverable from the bidder along with interest levied / leviable on BHEL, as the case may be.
- I. Bidder shall upload the Invoices raised on BHEL in GSTR-1 within the prescribed time as given in the GST Act. Bidder shall note that in case of delay in declaring such invoice in your return and GST credit availed by BHEL is denied or reversed subsequently as per GST Law , GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from the bidder along with interest levied / leviable on BHEL.
- m. In case of LD recovery the applicable GST shall be also be recoverable from the bidder.

## 4. OBSERVANCE OF LOCAL LAWS:

- 4.1 The Contractor shall comply with all Laws, Statutory Rules, Regulations etc. The Contractor shall obtain all necessary permits/approval from the local Governing Body, Police and other concerned Authorities as may be required under law.
- 4.2 The Contractor shall pay all taxes, fees, license charges, deposits, duties, tolls, royalty, commissions or other charges that may be Leviable on account of any of the operations connected with the execution of this contract.
- 4.3 The Contractor shall be responsible for the proper behaviour and observance of all regulations by the staff employed

## **5 RISK PURCHASE:**

BHEL reserves to itself the following rights in respect of this Contract without entitling the Contractor for any compensation.

- 5.1 If at any time during the validity of the contract, the contractor fails to render all or any of the services required under the scope of work of the contract satisfactorily in the opinion of BHEL, whose decision shall be final and binding on the contractor, BHEL reserves the right to get the work done by other parties at the risk and cost of the contractor and also forfeit the security deposit.
- 5.2 To recover any moneys due from the Contractor, from any money due to the Contractor under this or any other contract or from the Security Deposit.

5.3 To claim compensation for losses sustained including BHEL's supervision charges & overheads in case of termination of Contract.

# 6.0 SAFETY OF MEN, EQUIPMENT, MATERIAL & ENVIRONMENT:

All safety rules, codes applied by BHEL/its customer at site shall be observed by the Contractor and his workmen without exception. The Contractor shall be responsible for the safety of the equipment/materials and work to be performed by him.

#### 7 INSURANCE:

- 7.1 The Contractor shall during the performance of the contract take a suitable insurance to cover against bodily injury, death or damage to property of the Contractor or his employees.
- 7.2 The Contractor shall during the performance of the contract take out a Third Party insurance cover against bodily injury or death suffered by any third party/parties or damage to property occurring during the course of execution of this contract in accordance with appropriate statutory requirements
- 7.3 If due to Contractor's carelessness, negligence, non-observance of safety precautions, improper security arrangements or due to non-compliance of paper work needed for lodging insurance claim, damage to BHEL/its Customer's property, and if BHEL is unable to recover its claim from the Insurance Company, the deficit will be recovered from the Contractor.

## 8.0 LAWS GOVERNING THE CONTRACT:

8.1 The contract shall be governed by the Indian Laws for the time being in force and only courts in Mumbai, India shall have jurisdiction over this contract.

#### 9.0 INDEMNITY:

9.1 The Contractor shall indemnify and keep indemnified BHEL all losses, claims etc. arising out of any of his acts or out of the acts of his Contractors or associates or servants during the currency of the contract.

## **10.0 SECURTY DEPOSIT:**

- 10.1 Successful bidder shall submit **5**% of the total contract value as security deposit within 03 (Three) days of issue of LOI for the contract .
- 10.2 Security deposit may be made in any of the following ways:
  - a. NEFT / RTGS details will be provided(as permissible under the extant Income Tax Act).
  - b. Electronic Fund Transfer in favour of BHEL.

- c. Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- d. Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).
- e. Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/hypothecated/pledged, as applicable, in favour of BHEL).

# Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)

- 10.3 If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.
- 10.4 The security deposit shall not carry any interest.

(Note: Acceptance of Security Deposit against Sl. No. (d) and (e) above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith). Securities / BG's shall be released after three (3) months of successful execution, completion of the contract and upon fulfilment of contractual obligations as per terms of the contract

# 11.0 REQUIREMENTS OF PERFORMANCE

- 11.1 All permissions / Clearances or any other relevant authorization from competent authority shall be obtained by the Contractor at his own cost. Any contingency arising in this respect shall be the responsibility of the Contractor. Also the Contractor shall be responsible for any mishap, accident en route and consequences therefore including legal complications, if any.
- 11.2 The contract as entered into between BHEL and the Contractor shall in no way, nullify, reduce, mitigate or absolve the parties of any responsibility, obligation or liability that may devolve upon them under the acts or laws governing such activity.

# 12.0 Discrepancy In Words & Figures: Quoted In Offer

- 12.1 If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.
- 12.2 If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored

#### 14. REVERSE AUCTION:

For detailed information regarding reverse Auction procedure, please refer BHEL Reverse auction Policy available at <a href="https://www.bhel.com/guidelines-reverse-auction-2021">https://www.bhel.com/guidelines-reverse-auction-2021</a>

The bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non- submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/guidelines.

## 15 PREVENTION OF CORRUPTION

- **15.1** Canvassing in any form or any attempt to influence directly or indirectly any official of the company will lead to rejection of the bids
- 15.2 The company shall be entitled to cancel the contract and to recover From the Contractor the amount of any loss resulting from such cancellation, if the Contractor has offered or given any person any gift or consideration of any kind as an inducement or reward for doing or intending to do any action in relation to the obtaining or the execution of the contract or any other contract with the company or for showing or indenting to show favour or disfavour to any person in relation to the contract with the company, if the like acts shall have been done by any persons employed by him or acting on his behalf whether with or without the knowledge of the Contractor in relation to this or any other contract with the company.

#### 16 CANCELLATION OF THE CONTRACT:

BHEL shall have the right to cancel the contract for unsatisfactory performance i.e. repeated failure for arranging vessels. BHEL shall have the right to forfeit the security for poor performance of CONTRACTOR leading to cancellation of contract.

BHEL reserves the right to either short close the contract or terminate the contract at its discretion without assigning any reason by giving one month's notice by registered post acknowledgement due or in person under delivery.

## 17. Integrity commitment, performance of the contract and punitive action thereof:

# 17.1 Commitment by BHEL:

BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

# 17.2 Commitment by Bidder/ Supplier/ Contractor:

17.2.1. The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will

act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

- 17.2.2. The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.
- **17.2.3**. The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.
- 18. If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on www. bhel.com and/or under applicable legal provisions".

## 19. 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 Mumbai.

**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.

# 20. 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.

# 21. **JURISDICTION OF COURT**

Courts at Delhi 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.

SIGNATURE AND SEAL OF BIDDER

## 1.1 E- PROCUREMENT:

This tender will be conducted, evaluated and finalized online through e-Procurement System. The bidder shall submit his response through bid submission to the tender on e-Procurement platform at <a href="https://eprocurebhel.co.in/nicgep/app">https://eprocurebhel.co.in/nicgep/app</a>.

The tendering process will be completed through E-tendering. National Informatics Centre is our service provider for E - tendering. URL for E-procurement portal is <a href="https://eprocurebhel.co.in/nicgep/app">https://eprocurebhel.co.in/nicgep/app</a>.

Vendor who are not registered with NIC need to register themselves. The URL for registration is <a href="https://eprocurebhel.co.in/nicgep/app?page=BiddersManualKit&service=page">https://eprocurebhel.co.in/nicgep/app?page=BiddersManualKit&service=page</a>.

In case of any clarification please contact below person:

Name: R. Inchara Email ID: <u>inchinchu@gmail.com</u> Phone no: 8553226267

#### 2.0 DISCLAIMER:

Neither the Organisation (Bharat Heavy Electricals Ltd.) nor the service provider (National Informatics Centre) is responsible for any failure of submission of bids due to failure of internet or other connectivity problems /uploading of corrupted unreadable bids or any reasons thereof. If E-Offers found unreadable/corrupted files while decrypting the same will be ignored for further evaluation purpose.

Signature & seal of Bidder

# FORMAT FOR TECHNO COMMERCIAL BID

Offers for Hiring of Tourist Taxis for BHEL, ROD, Mumbai

Sr. No	Description	Remarks
1	Average Annual Turnover: The Bidder must have an average annual turnover not less than Rs 2.73 lakhs for the last three years (CA certificate/Audited Balance sheet/P&L account to be submitted / uploaded)	(CA certificate/Audi ted Balance sheet/P&L account to be submitted / uploaded) to be submitted
2	Bidder must submit proof of having successfully completed similar works: during last 7 years (ending last day of month previous to the one in which the tender was due for opening) as under:  (copies of work order/ contract along with completion certificate to be enclosed)  (a) Three contracts of value not less than Rs 3.64 lakhs each.  OR  (b) Two contracts of value not less than Rs.4.55 lakhs each.  OR  (c) One contract of value not less than Rs 7.28 lakhs each.  NOTES:  (1) If work order does not specify the value of the contracts, the same should be certified from customers. In that case the documents required will be work order/contract copy, customer certification for contract value and satisfactory completion certificate from customer  (2) The party who submits only work order or contract copy and does not submit satisfactory completion certificate from customer will not be considered.  (3) The party who submits only satisfactory completion certificate from customer and does not submit relevant copy of work order/contract will not be considered.	Copies of contract / work order with satisfactory completion certificate from customer must be attached

3	Compliance Letter: The compliance letter duly signed and stamped on letter head is to be uploaded on E-procurement portal.	To be uploaded
4	Following documents to be up loaded (The Registration of the cars should not be prior to 2019.)  a) Copies of the valid RC books for the cars owned by the bidder- Original will be required for verification before opening of the Price Bid. b) GST registration number and PAN no. c) Comprehensive insurance of cars. d) Copy of valid permit for vehicle for 'T' mark from RTO. e) Copy of fitness certificate of vehicle by RTO. f)Proof of office and the garage-to enclose telephone / electricity bill or Govt issued any document having mention of address g) Nature of firm (Proprietorship / Partnership / Private Limited / Public Limited). The following documents are to be submitted: a) Proprietorship Firm — Registration certificate under Bombay Shop & Establishment Acts / Other Statutory Authorities like PWD / MHADA / Sales Tax Department / Reliance Energy/MTNL/ Registration of Companies etc. b) Partnership Firm — Partnership Deed c) Private Limited Company / Public Limited Company — Certificate of Incorporation.	To be uploaded
4a	The vehicle to be provided should be Diesel Vehicle	Accepted uncondition ally
5	All Tender documents to be stamped and signed, including blank copy of price Bid	To be uploaded
5 a	Rate for additional hour and additional Kms for each category of vehicle is fixed as per Price bid Section VII, Schedule B,	Accepted uncondition ally
6	Party has to deposit security deposit at the following rates of the annual contract value. Contract value for 1 year will be arrived as per the load in scope of work.  The total amount of Security Deposit will be 5% of the contract value.  Modes of deposit:  The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:  i) NEFT (as permissible under the extant Income Tax Act)  ii) Electronic Fund Transfer in favour of BHEL  iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL  iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)  v) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)(Note: BHEL will not be liable or responsible in any manner for the collection.)	Accepted uncondition ally
7	The contract for hiring of taxies shall be initially for a period of one year. BHEL reserves the right to extend the same for one more year on mutual agreement in writing on the same rates, terms and conditions.	Accepted uncondition ally

8	RATE & PRICE VARIATION  In case of award of contract, the hiring charges shall remain firm for a period of one year i.e. the ENTIRE PERIOD OF CONTRACT. However, price variation due to increase / decrease in the price of fuel (normal diesel as available at Petrol Pumps in Mumbai) shall be effective from the date of variation in the price of diesel as per formula given below. BHEL would allow price variation due to increase / decrease in diesel rates for the 60% component. The same will be checked on the 1 <sup>st</sup> day of every quarter. (e.g. 1 <sup>st</sup> Apr, 01 <sup>st</sup> Jul, 01 <sup>st</sup> Oct, 01 <sup>st</sup> Jan). The formula for the same is as under:  % Increase /Decrease =  (revised rate of diesel – Base rate of diesel on the date of original tender submission) x 0.60 x 100  Base rate of diesel on the date of original tender submission  THE RATE PUBLISHED ON PP&AC, Ministry of Petroleum and Natural Gas/ GOI / IOCL /BPCL/HPCL SITE WILL BE CONSIDERED FOR DIESEL RATE in Mumbai  Price variation clause is applicable to extra KM also.	Accepted uncondition ally
9	Successful bidder has to abide by the rules and regulations of local / national traffic rules without any additional financial implications to BHEL.	Accepted uncondition ally
10	Vehicles should be marked as Tourist Taxi with "T" and Registration of vehicle should not be older than 2019. All the vehicles to be deployed under this contract should be maintained in good aesthetic and working condition.	Accepted uncondition ally
11	All the vehicles should be in upto date condition, properly cleaned and dusted with white / light shade seat cover when sent on duty to BHEL at any time day or night. The fuel tank of the vehicle should be full. The vehicle should be fully road worthy, free from dents and in presentable condition.	Accepted uncondition ally
12	Private cars owned or hired by the parties shall not be acceptable.	Accepted uncondition ally
13	The contractor should have a full fledged office with proper office equipment for booking the vehicles and personnel shall be available round the clock including holidays.	Accepted uncondition ally
14	Since BHEL is certified for HSE Management system it is mandatory that all the requirements of the Motor Vehicle Act 1988, Central Motor Vehicle Rules 1989, and the Child Labour (Prohibition & Regulation) Act 1986, copies of which are enclosed with the tender are to be complied with.	Accepted uncondition ally
15	All the vehicles must have the required accessories like jack, tool kit, spare wheel and first aid box. The drivers must know the changing procedure of wheels and other small maintenance of the vehicles.	Accepted uncondition ally
16	The contractor shall maintain the log sheet / duty slip for every trip / requisition. The log sheet / duty slip should be got signed by the driver from the user along with the name of the user which would indicate the opening and the closing meter reading with point of starting / ending the journey, the reporting and releasing time. Proper maintenance of log book is very essential and payment will be made on the basis of correct, certified log book.	Accepted uncondition ally
17	Instructions whether the car is required for the subsequent days during the stay in Mumbai may also be taken from the users.	Accepted uncondition ally

18	Bills and log books should be clean without any <b>over writing, corrections etc</b> . Bills and other documents should be submitted in original.	Accepted uncondition ally
19	In case of break down / failures the contractor shall provide alternate vehicle with the driver within <b>one hour</b> . In case the same is not done this will be considered as non-availability of car and BHEL shall have the right to engage the car at the risk and cost of the party. Additional cost shall be deducted from the running bills of the party.	Accepted uncondition ally
20	Penalty Clause:  If the vehicle does not report for duty on time and/or is not in good condition and without proper documents and also the model is older than 2019, then the vehicle may be rejected and sent back. No payment shall be made on account of vehicle so rejected. In such case BHEL reserves the right to arrange the vehicle from the market and the differential cost will be recovered from the contractor.	Accepted uncondition ally
21	Arbitrator in case of any arbitration / differences in execution of contract shall be one of the BHEL Executives at the level of DGM and above who shall be sole Arbitrator and his decision will be final.	Accepted uncondition ally
22	For the vehicles reporting and releasing at WTC Office; garage to office and office to garage distance will be 07 km each way or the actual distance from the garage to BHEL, World Trade Centre Office, whichever is less, and 30 Minutes each way per trip.	Accepted uncondition ally
23	All the vehicles sent to BHEL should be covered by comprehensive insurance including the driver and the passengers. Copy of the policy to be submitted within one week of issue of work order.	Accepted uncondition ally
24	For outstation trips i.e. outside the limits of BMC, Navi Mumbai and Thane Municipal Corporation payment will be <b>calculated on the basis of actual Kms. travelled.</b> Night halt charges (if any ) will be given for outstation journeys only.	Accepted uncondition ally
25	Normally BHEL shall provide sufficient notice three to four hours while booking the vehicle being requisitioned on request basis. But, in case of emergency the vehicle should be provided even at short notice of half an hour to one hour.	Accepted uncondition ally
26	Validity of the offer: One month from the due date of submission.	Accepted uncondition ally
27	BHEL reserves the right to reject any or all quotations without assigning any reasons whatsoever.	Accepted uncondition ally
28	Successful bidder shall be given one week notice for Placement of vehicles.	Accepted uncondition ally
29	Payment Terms: All the bills / documents/Log sheet Duly signed by the customer, along with duly filled in log book for the calendar month may be submitted by the 7 <sup>th</sup> day of the next month.  Payments shall be released within 15 working days on submission of all the documents (if in order). Bill with correction / Overwriting and without signature of the guest will not be entertained for payment.	Accepted uncondition ally
30	The party has to submit self attested copies of registration book for the vehicles likely to be deployed for BHEL on issue of Work Order. BHEL reserves the right to inspect the conditions of the vehicle before the award of the contract and also anytime during the contract period to ascertain that the vehicle being offered is as per the contractual terms and conditions.	Accepted uncondition ally

31	The drivers must be literate, smart, polite, courteous and well dressed in white terricot uniform, with shoes, gloves and cap while on duty which shall be provided by the contractor.	
32	Drivers should be well behaved, well mannered and decent. Any driver found misbehaving with the guests shall be reported to the contractor and he shall take immediate and appropriate action to avoid such incidence in the future. The drivers shall not be permitted to drive under the influence of alcohol and similar substances.	Accepted uncondition ally
33	Drivers should have sufficient experience and possess valid driving license. The license should be produced for inspection as and when desired by the office / the user. They should not have any criminal / police record. The drivers should be fully conversant with the various routes within the BMC limits, Navi Mumbai and Thane Municipal Corporation Limits. The drivers deputed for outstation locations such as Pune, Nasik, Shirdi, Baroda etc., shall be conversant with the local routes and roads.	Accepted uncondition ally
34	Drivers must carry sufficient cash to pay for airport toll, municipal parking charges, fuel when required and emergency maintenance. They should also have enough cash for taking care of their own lunch / dinner and shall not ask for any tips from any of the BHEL employees / guests. In no case money should be borrowed from the user of the car / BHEL guests for the above purposes.	Accepted uncondition ally
35	All the drivers must have a working mobile telephone and log book. The mobile nos. of the drivers should be handed over to the guests using the car for convenience of the users. It is preferable that the mobile nos. of the drivers be informed at least twelve hours before the duty time and the drivers should not be changed. If they are changed, then our office should be informed well in advance so that the same could be communicated to the guests. For the vehicles that are being requisitioned for VVIPs preferably the same driver should continue for better coordination and their mobile numbers should not be changed.	Accepted uncondition ally
36	Driver should carry placard (preferably laser print on computer) with BHEL shown distinctly on the top with all the particulars of the guests arriving with the details of flight / rail details etc., for easy identification by visiting BHEL guests. Placards of paper or file covers shall not be acceptable. It is preferable to have a placard in wood / durable hard plastic with handle to carry.	Accepted uncondition ally
37	Drivers must report in time to BHEL concerned officials.	Accepted uncondition ally
38	The driver has to park the vehicle in BHEL parking place inside the World Trade Centre compound, IN CASE THE reporting is in World Trade Centre.	Accepted uncondition ally
39	The representative of the contractor also must recheck with the guests / users whether the vehicle has reported in time to the guests or not.	Accepted uncondition ally
40	The drivers must have a suggestion / complaint book while on duty with BHEL and provide them to the users when requested.	Accepted uncondition ally
41	During the contract period, if the vehicle is seized / detained /impounded by the Police / Transport Authority for any reason whatsoever, it would be at sole risk / expenditure / Responsibility of the contractor.	Accepted uncondition ally

42	In case any car fails to report for duty at the stipulated time, it will not be accepted for duty and no payment shall be made for that trip.	Accepted uncondition ally
43	In case contractor fails to carry out the jobs as per terms and conditions of the contract, the security deposit is liable to be forfeited without prejudice to any other rights, which the company may have under this contract.	Accepted uncondition ally
44	If the car is involved in any accident or mishap and as a result thereof any employee or employees of BHEL suffer any injury or die and BHEL pays or has to pay compensation and / or damages to such employee or employees or his / their heirs, as the case may be, whether pursuant to the provisions of any law or otherwise, then the contractor shall be liable to pay to BHEL the amount of all such compensation or damages. BHEL should also be fully indemnified from any sort of Third party liability arising from this contract while the vehicle is on BHEL duty. This will be in addition to the recovery of losses which shall have to be reimbursed to the authorized commuters for to and fro journey from their respective offices.	Accepted uncondition ally
45	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 terms and conditions even after the notice in writing is given at least three times repeatedly, BHEL may, without prejudice to any other right to remedy which shall have accrued or shall accrue thereafter to BHEL, terminate the contract as a whole or in part thereof. The notice will be deemed to have been served as and when sent to the address given in the tender by courier / registered post.	Accepted uncondition ally
46	The contractor shall also ensure to comply with all the Labour Laws i.e. Minimum Wages Act, P.F. Act, ESI Act etc., as applicable and a certificate of compliance as above shall be enclosed with your bill. BHEL shall in no case, be held responsible for any non-compliance on the above by you.	Accepted uncondition ally
47	Force majeure means suspension of traffic services due to rains, floods, earthquake, bandhs, strikes, riots and lockouts in BHEL. For non-availability of the car during the force majeure period, no penalty will be leviable on the contractors as stipulated in the tender.	Accepted uncondition ally
48	The party shall indemnify BHEL for all the losses / damages occurred during the contract for the operation of the vehicles by the drivers.	Accepted uncondition ally
49	<b>Reverse auction:</b> As per general terms and condition. The final price break up after the RA has to be in proportion to the initial break up given at the time of online sealed bid.	Accepted uncondition ally

Signature & Seal of the Bidder

# Schedule A

# Price Breakup format for daily vehicle

Type of vehicle or equivalent	Appx. Load for the year (In Trips)	Weightage
	A	В
Swift	250	0.42692
D'zire	220	0.39042
H/City	30	0.07283
Innova	20	0.05056
Crysta	15	0.04219
Corolla Altis	5	0.01708

# वित्तीय बोली Price Bid

Tender No. RE:MUM:HR:T: 001/2022-23(आर ई: मुम: एच आर : टी: )

Lumpsum Price In INR ( without GST)	
Lumpsum Price in INR (without GST) in words	

# Sign and stamp of representative of Agency

Note: Bidder has only to quote lump sum price (cost to BHEL) in INR (without GST) for entire contracted scope in Price Bid. This Lumpsum price shall be distributed among load of type of vehicle or equivalent as per the weightage mentioned in Column B

#### Illustration:

# If Bidder quote lump sum price, say Rs. 1000.

Type of vehicle or equivalent	Appx. Load for the year (In Trips)	Weightage	Work Value against type of vehicle	Value per type of vehicle	Cost of Vehicle for 8 hr 80 km will be Rs
	A	В	C = lump sum price,	D = C/A	
			(say Rs. 1000) X B		
Swift	250	0.42692	426.92	=426.92/250	1.70768
D'zire	220	0.39042	390.42	=390.42/220	1.77464
H/City	30	0.07283	72.83	=72.83/30	2.42767
Innova	20	0.05056	50.56	=50.56/20	2.528
Crysta	15	0.04219	42.19	=42.19/15	2.81267
Corolla Altis	5	0.01708	17.08	=17.08/5	3.416

Above table is for illustration purpose only.

#### Schedule B

# 1. Extra Hrs and Extra Kms beyond 08 Hrs/80 Kms will be paid as under only for Daily Vehicle

S	Swift / D'zire				/ D'zire H/City Innova/							Corolla Altis			
No	Equiva	alent	/Equiv	alent	/Equiv	alent	Equiva	alent	Equiva	alent	/Equivalent				
	Per	Per	Per	Per	Per	Per	Per	Per	Per	Per	Per	Per			
	Addl	Addl	Addl	Addl	Addl	Addl	Addl	Addl	Addl	Addl	Addl	Addl			
	Kms	Hrs	Kms	Hrs	Kms	Hrs	Kms	Hrs	Kms	Hrs	Kms	Hrs			
01	14	101	15	114	21	158	19	165	23	218	28	306			

- 1. Night Halt Charges will be paid Rs. 500/- per night, irrespective of type of vehicle
- 2. Rate for 4 Hrs / 40 Kms. will not be considered for evaluation. for **Daily Vehicle**
- 3. Rate for 4 Hrs / 40 Kms. will be paid as 60% of rate for 8 Hrs / 80 Kms. e.g. rate for 8 Hrs / 80 Kms is Rs. 1000/- then the rate for 4 Hrs / 40 Kms will be paid Rs. 600/- for **Daily Vehicle**
- 4. In case of outstation trips to Pune, Nashik etc. returning on same day, Vehicle rates per KM, will be applied, for payment.
- 5. For Daily Vehicle in case of trips involving overnight halts for outstation, the payment will be on the basis of actual Kms travelled per day with minimum of 200 Kms per day, for each day of trip. No charges for additional hours will be considered.
- 6. Night halt charges will be given for outstation journeys only.
- 7. The rates will be rounded off to the nearest of Rupee 1/= (Paise 50 or more will be rounded to Rupee 1.00 and less than 50 paise will be ignored).
- 8. The maintenance cost, charges of fuel, road tax, salary of driver and overtime, challan etc. are to be borne by the contractor.
- 9. Parking charges, toll tax, GST, as applicable from time to time shall be extra and borne at actuals by BHEL on certification by the user on submission of documentary proof (original receipt).

- 10. FAST TAG: Vehicles must have the fast tag. Non-fast tag penalty / challan will be not reimburse by BHEL In case of deduction from fast tag account, the statement submitted should be duly signed by the agency. BHEL will also reimburse State levies / taxes for outstation journeys (for single entry only) at actual on submission of receipts in original. Payments done from fastag, the printed receipt must be signed by the agency.
- 11. Additional Hours and Additional Km charges will be paid on ACTUAL USAGE
- 12. In all the category Additional Hours and Additional km charges will be paid on ACTUAL USAGE and the average km and average hours

Sign and stamp of representative of Agency

(Letter of compliance in Company's Letter Head)

अन्भाग -VIII SECTION VIII

To, M/s Bharat Heavy Electricals Limited, 15th Floor, World Trade Centre-1, Cuffe Parade, Mumbai –5

Sub: Tender No. RE:MUM:HR:T: 001/2022-23

Dear Sir,

With reference to your above tender, we have carefully read and understood the tender terms & conditions and hereby confirm that all the terms and conditions of your above tender are acceptable to us and our offer is based on the same.

In view of the above confirmation, any deviation mentioned by us anywhere in the tender is not valid and is to be ignored by BHEL while finalizing the Tender.

We are not black listed by any Government Agency/Authority.

Any employee of our firm is not related to employee /director of BHEL.

Further, it is also confirmed that we have submitted the price bid in your price bid format only without any deviations / conditions.

In case, any deviation is observed in the financial bid the same is not be entertained / considered by BHEL.

We also understand that number of vehicle trip/load mentioned in price bid format are indicative only and it does not guarantee fixed business. There may be variation (increase/decrease) in vehicle trip/load. We don't have objection to it. We are ready to give our best service, on demand.

Thanking you,

Yours faithfully,

NAME / SIGNATURE AND SEAL OF TENDERER

# **DETAILS OF VENDOR**

The Contractor shall furnish the following information along with Part-A of Pre Qualification Bid for Rate Contract for hiring of Registered Taxis.

Trate C	ontract for fiffing of Registered Taxis.	
1.0	Name of the firm/Authorized Representative	
2.0	Status of Firm (whether HUF, individual etc.)	
2.0	Address for communication	
3.0	Registered Office, if any:	
4.0	Location of Garage(s):	
	Telephone No. (Office)	
	(Res)	
	(Garage)	
	(Mobile)	
	(Fax)	
	(email Address)	
	(Website Address-if any)	
5.0	Name of proprietor / partner	
6.0	Name of Bankers	
7.0	Date / year of commencement of Business	
8.0	Whether registered with any Govt. Institution / Undertaking / large corporate of repute. If so, furnish particulars with supporting documents	
9.0	ITR for AY (Assessment year) last three year/ Copy of PAN Card to be furnished.	
10.0	Certified copy of Balance Sheet and profits & loss Account statements of last three financial years . In case of unavailability of same,, CA certificate for the same shall be furnished.	
11.0	Experience Certificates with Govt. / Public Sector Undertaking / large Corporates of repute.	
12.0	GST - Registration No.	
13.0	Any other information	
L	1	<u> </u>

# <u>Details of Vehicles owned</u> (Attach separate sheet in the following format).

S.No.	Registration No.	Make AND YEAR	Model
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			
17.			
18.			
19.			

(SIGN AND SEAL OF TENDERER)



# **VEHICLE DUTY SLIP**

# TO BE FILLED BY THE OPERATOR

1. Name of the Operator:	2. Dated:	
3. Vehicle No.:	4. Type of Vehicle :	
5. Driver Name:	6. Driver Mobile No.:	
7. Name of the user:	8. Mobile number of the user	
9. KM reading at Garage:	10. Place of Reporting:	
11. KM reading & time at place of re	eporting	
Signature of Operator		
TO BE FILLED BY THE USER		
1. Name of User:		
2. Staff No. of user:		
3. Unit:		
4. Places Visited:		
5. Date & Time of releasing of vehic	ele:	
(To be filled by the user)		
6. Place and KM reading at the time (To be filled by the user)	of releasing the vehicle:	
,		
Signature of the user at the time of		
Remarks/Feedback of the user w.r.t q	quality of the service	
		_
Signature of User		

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

# (TO BE FILLED BY THE OPERATOR)

## Note:

- 1. For all purposes the distance from Garage to Place of Duty & back to Garage shall be considered as per the details given by the operator in their offer.
- 2. Usage shall be considered as Garage to Garage basis.
- 3. Duty hours shall be from the time of reporting to the time of releasing the vehicle by the user. (Mandatory for the duties for daily hiring.)
- 4. For the reporting & releasing place being BHEL World Trade Centre-I, Mumbai the distance from & to Garage shall be limited to 14 KMs or actual, whichever is less.
- 5. No over writing, unless duly authorized/signed by the user shall be acceptable.
- 6. BHEL reserves the right to reject /cancel any incomplete duty slip.
- 7. In case of any discrepancies, BHEL reserves the right to verify any details from the concerned user & the decision of BHEL shall be final.

# Annexure-D

5.

# Acceptance Letter / No Deviation Certificate

Notwithstanding anything mentioned in our bid, we hereby accept all terms and conditions of the above tender.
Or
We hereby accept all terms and conditions of the above tender except the following: (Give reference to Clause Nos. of Terms & Conditions which are not acceptable)
1.
2.
3.
4.

Note: Any deviation specified elsewhere in the tender shall not be considered. Deviations may or may not be accepted by BHEL.

Signature With name, Designation & seal of the firm

Annexure-E

# **DECLARATION**

I/ We hereby declare that I / we have not been banned or de-listed by any PSU / Government Department / Financial Institution / 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**

TURNOVER (F.Y.)		
₹ (Lacs)		

(To be certified by Chartered Accountant)

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

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

PAN Card No. / Name on PAN Card	
GST No.	

(Signature & seal of the contractor)

## MANDATE FORM

Α.		D.	E,	$\Gamma I$	V	L	S	O	F	В	Α	N	VI	ζ	A	С	C	C	J	Л	V.	Γ	H	C	)I	.D	E	₹:	-
----	--	----	----	------------	---	---	---	---	---	---	---	---	----	---	---	---	---	---	---	---	----	---	---	---	----	----	---	----	---

NAME OF THE ACCOUNT HOLDER

COMPLETE CONTACT ADDRESS			
TELEPHONE NUMBER/FAX/MAIL			
B. BANK ACCOUNT DETAILS			
BANKNAME			
BRANCH NAME WITH COMPLETE ADDRESS, TELEPHONE NUMBER AND EMAIL			
WHETHER THE BANK IS COMPUTERISED?			
WHETHER THE BANK IS <u>RTGS</u> ENABLED? IF YES, THEN WHAT IS THE BRANCH'S <u>IFSC</u> CODE			
IS THE BRANCH IS ALSO NEFT ENABLED?  TYPE OF BANK ACCOUNT (SB/CURRENT/CASH CREDIT)			
COMPLETEBANK ACCOUNT NUMBER (LATEST)			
MICR CODE OF BANK			
DATE OF EFFECT:-			
I hereby declare that the particulars given above are co or not effected at all for reasons of incomplete or responsible. I have read the option invitation letter and as a participant under the scheme.	incorrect I would not	hold the user l	Institution
Date:		(	)
		Signature of (	Customer
Certified that the particulars furnished above are correct	as per our records.		
(Bank's Stamp)		(	)
Date		Signature of Bar	nk Manager

Please attach a photocopy of cheque along with the verification obtained from the bank. In case your Bank is presently not "RTGS Enabled", then upon its up gradation to "RTGS Enabled"

branch, please submit the information again in the above proforma to the Department at earliest.

Page **34** of **38** 

## **Price Bid**

**SECTION - VII** 

# Price Breakup format for daily vehicle

Type of vehicle or equivalent	Appx. Load for the year (In Trips)	Weightage
	A	В
Swift	250	0.42692
D'zire	220	0.39042
H/City	30	0.07283
Innova	20	0.05056
Crysta	15	0.04219
Corolla Altis	5	0.01708

#### Price Bid

Tender No. RE:MUM:HR:T: 001/2022-23(आर ई: म्म: एच आर : टी: )

Lumpsum Price In INR (without GST)	
	QUOTED
Lumpsum Price in INR ( without GST) in words:	
*	QUOTED
	QOUILD
	400.22

# Sign and stamp of representative of Agency

Note: Bidder has only to quote lump sum price (cost to BHEL) in INR (without GST) for entire contracted scope in Price Bid. This Lumpsum price shall be distributed among load of type of vehicle or equivalent as per the weightage mentioned in Column B

## Illustration:

If Bidder quote lump sum price, say Rs. 1000.

Type of vehicle or equivalent	Appx. Load for the year (In Trips)	Weightage	Work Value against type of vehicle	Value per type of vehicle	Cost of Vehicle for 8 hr 80 km will be Rs
	A	В	C = lump sum price,	D = C/A	
			(say Rs. 1000) X B		
Swift	250	0.42692	426.92	=426.92/250	1.70768
D'zire	220	0.39042	390.42	=390.42/220	1.77464
H/City	30	0.07283	72.83	=72.83/30	2.42767
Innova	20	0.05056	50.56	=50.56/20	2.528
Crysta	15	0.04219	42.19	=42.19/15	2.81267
Corolla Altis	5	0.01708	17.08	=17.08/5	3.416

Above table is for illustration purpose only.

#### Schedule B

#### **TENDER RE:**

1. Extra Hrs and Extra Kms beyond 08 Hrs/80 Kms will be paid as under only for Daily Vehicle

S	Swift	/	D'zire		H/City	7	Innova	a/	Crysta	/	Corolla	Altis
No	lo Equivalent		/Equivalent		/Equivalent		Equivalent		Equivalent		/Equivalent	
	Per	Per	Per	Per	Per	Per	Per	Per	Per	Per	Per	Per
	Addl	Addl	Addl	Addl	Addl	Addl	Addl	Addl	Addl	Addl	Addl	Addl
	Kms	Hrs	Kms	Hrs	Kms	Hrs	Kms	Hrs	Kms	Hrs	Kms	Hrs
01	14	101	15	114	21	158	19	165	23	218	28	306

- 13. Night Halt Charges will be paid Rs. 500/- per night, irrespective of type of vehicle
- 14. Rate for 4 Hrs / 40 Kms. will not be considered for evaluation. for **Daily Vehicle**
- 15. Rate for 4 Hrs / 40 Kms. will be paid as 60% of rate for 8 Hrs / 80 Kms. e.g. rate for 8 Hrs / 80 Kms is Rs. 1000/- then the rate for 4 Hrs / 40 Kms will be paid Rs. 600/- for **Daily Vehicle**
- 16. In case of outstation trips to Pune, Nashik etc. returning on same day, Vehicle rates per KM. will be applied, for payment. \
- 17. For Daily Vehicle in case of trips involving overnight halts for outstation, the payment will be on the basis of actual Kms travelled per day with minimum of 200 Kms per day, for each day of trip. No charges for additional hours will be considered.\
- 18. Night halt charges will be given for outstation journeys only.
- 19. The rates will be rounded off to the nearest of Rupee 1/= (Paise 50 or more will be rounded to Rupee 1.00 and less than 50 paise will be ignored).
- 20. The maintenance cost, charges of fuel, road tax, salary of driver and overtime, challan etc. are to be borne by the contractor.
- 21. Parking charges, toll tax, GST and DND Payments, as applicable from time to time shall be extra and borne at actuals 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 actual on submission of receipts in original.
- 22. Additional Hours and Additional Km charges will be paid on ACTUAL USAGE
- 23. Bid will be valid, only if prices are quoted for all the vehicle
- 24. In all the category Additional Hours and Additional km charges will be paid on ACTUAL USAGE and the average km and average hours
- 25. Evaluation Criterion is only for Evaluation of Tender and not to be assumed as GURANTEED Contract amounts.

Sign and stamp of representative of Agency

## (Letter of compliance in Company's Letter Head)

## **SECTION VIII**

To, M/s Bharat Heavy Electricals Limited, 15th Floor, World Trade Centre-1, Cuffe Parade, Mumbai –5

Sub: Tender No. **RE:MUM:HR:T: 001/2022-23** 

Dear Sir,

With reference to your above tender, we have carefully read and understood the tender terms & conditions and hereby confirm that all the terms and conditions of your above tender are acceptable to us and our offer is based on the same.

In view of the above confirmation, any deviation mentioned by us anywhere in the tender is not valid and is to be ignored by BHEL while finalizing the Tender.

We are not black listed by any Government Agency/Authority.

Any employee of our firm is not related to employee/director of BHEL.

Further, it is also confirmed that we have submitted the price bid in your price bid format only without any deviations / conditions.

In case, any deviation is observed in the financial bid the same is not be entertained / considered by BHEL.

We also understand that number of vehicle trip/load mentioned in price bid format are indicative only and it does not guarantee fixed business. There may be variation (increase/decrease) in vehicle trip/load. We don't have objection to it. We are ready give our best service, on demand.

Thanking you,

Yours faithfully,

NAME / SIGNATURE AND SEAL OF TENDERER