

**Project Engineering
Management**

Bharat Heavy Electricals Limited

(A Govt. Of India Undertaking)



Enquiry No.: PE-LPE/36 dt. 17/02/2012

DUE DATE: 12/03/2012 by 2.00 PM

Subject: Tender Enquiry for Hiring of Cars

Dear Sirs,

We are pleased to invite your offer strictly as per enclosed **"Instructions and terms & conditions"** in duplicate, in sealed covers as mentioned below.

The tender(s) should reach the under mentioned on or before the due date i.e. 12/03/2012, 2.00 PM. BHEL will not be responsible for delay in receipt of tender(s), sent by post / courier. The techno-commercial bid shall be opened on 12/03/2012, 3.00 PM.

M/s Bharat Heavy Electricals Ltd.,
Project Engineering Management,
Power Project Engineering Institute,
HRD & ESI Complex,
Plot No 25, Sector-16 A, Noida-201301 (U.P.)

Kind Attn: Sh Devendra Sharma / Manager(CMM) & Upendra Chaudhary/ Sr. Engineer (CMM)
Ph 0120-4368711/ 4213561, Fax 0120-4329026 Email: devendrasharma@bhelpem.co.in /
upendrachaudhary@bhelpem.co.in

For and on Behalf of
Bharat Heavy Electricals Limited


Upendra Chaudhary
Sr. Engineer/ CMM



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INSTRUCTION FOR FILLING IN AND SUBMITTING THE TENDER

1. All the original tender papers should be returned to us duly signed and stamped on each page by the tenderer in token of the acceptance of all terms and conditions enumerated in the Techno-Commercial Specifications.
2. All the deviations to the tender conditions shall be clearly brought out in a separate deviation statement (format enclosed). Any deviation specified elsewhere in the tender shall not be considered.
3. The tender shall be submitted in two sealed envelopes clearly indicating **Techno-Commercial Bid** and **Price Bid**. The first envelope should contain the **Techno-Commercial bid** along with **EMD of Rs.50,000/-** (Rupees fifty thousand only) in the form of DD / Pay Order and second envelope should contain the **Price Bid** document.
4. The Techno-Commercial and Price Bid should be as per Tender Documents. **The quotation sent in any other format will not be considered by this office.**
5. Submission of offer shall mean that the bidder has read the bid documents and agrees to abide by all terms and conditions mentioned in the documents, unless specifically mentioned in the bid as a deviation.
6. Total quantum of business for hiring of taxis is expected to the tune of approx Rs. 90 lakhs per year.
7. BHEL intends to distribute the work load to max. 3 contractors / agencies in ratio of 50 : 30 : 20 at L1 rates with larger share to the lowest bidder, viz., the L1 bidder will be apportioned 50% of the business volume. During execution of contract, however, distribution of business volume as stated above cannot be guaranteed as the unforeseen circumstances in providing the cars by the parties cannot be pre-determined. Further L2, L3, L4..... bidders shall be offered L1 rates in succession, however, in case only two bidders accept L1 price, the work shall be distributed in the ratio of 60 : 40. If two or more bidders quote the similar %age increase/decrease, the bidder with higher turnover will have preference over other bidder in deciding L1, L2, L3 etc.

**PART-I TECHNO-COMMERCIAL SPECIFICATION
(TERMS & CONDITIONS)**

1. **GENERAL** : BHEL-PS-PEM/SSBG has requirement of Registered Taxis (Indica / Wagon-R / Santro / Swift Dzire / Indigo / Innova / Tavera / Honda City / Xylo / Scorpio / Maruti SX4 / Honda Civic / Toyota Corolla etc.) for Sr. Executives, guests and employees including occasional requirement of air-conditioned / non-AC cars for local / outstation journeys on daily / monthly rate contract basis. BHEL, therefore, wants to have contract with Taxi Operator(s) / Contractor(s) for a period of two years (w.e.f. 01.04.2012) for hiring of these cars on "as and when required basis"
2. **SCOPE OF WORK**
 - 2.1 The Contractor shall provide AC / Non-AC (Registered Taxi) cars not more than 2 (Two) years old from the effective date i.e, 01 April 2012, Indica / Wagon-R / Santro / Swift Dzire / Indigo / Innova / Tavera / Honda City / Xylo / Scorpio / Maruti SX4 / Honda Civic / Toyota Corolla etc. as per our requirement. The cars shall be provided at our office premises at BHEL PPEI building, Plot-25, Sector-16A, Filmcity, Noida/Delhi/Gurgaon or at any other place intimated to the Contractor for travel within or outside Delhi 'as and when required'. **Expected business volume for two years is Rs. 180 lakhs**
 - 2.2 The Contractor shall provide drivers with at least 3 years' experience, adequate knowledge of reading, writing and speaking 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.
 - 2.3 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. The contractor must also provide a mobile phone to the driver of the vehicle sent for duty.
 - 2.4 In case of non-availability of requisitioned car, it will be the responsibility of the Contractor to provide higher segment cars (not more than Two years old from the effective date i.e, 01 April 2012) at the same rates.
 - 2.5 The Contractor shall maintain the log sheet / duty slip as per proforma enclosed for every trip / requisition. The log sheet / duty slip should be got signed by the driver from the user at the end of each journey which would indicate the opening and the closing meter reading with point of starting / ending the journey by the user.
 - 2.6 BHEL would not permit / allow any change in the vehicles hired on monthly RC basis due to breakdown or repair / servicing of the vehicle or deployment of that vehicle elsewhere. Similarly, change in the driver for whatever reasons will not be acceptable. However in case the contractor is constrained to replace either the vehicle or driver, prior permission for the same may be obtained from the user of the vehicle.
 - 2.7 BHEL intends to engage the contractor located in the vicinity of BHEL PPEI building up to **15 KMs.**

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- 2.8 Charges on the principle of "Garage-to-garage" as per actual distance will be permissible in respect of the journeys starting from places, other than BHEL PPEI building, Noida. However, for journeys starting from and up to BHEL PPEI building, Noida, garage-to-garage KMs for either side (garage to BHEL PPEI building and back) would be restricted to maximum of **10 KMs** or the actual distance between BHEL PPEI building Noida and the garage of the contractor, whichever is lower.

2.9 **QUALIFYING REQUIREMENTS FOR BIDDERS:**

S. NO.	DESCRIPTION	DOUCMENTS TO BE ATTACHED WITH PART-I BID
1.	The bidder should have at least three (3) years experience in work of similar nature with large corporates of repute with an average annual turnover of Rs. 35 Lakhs in the last 3 years.	(a) Copies of Certificate of Incorporation / copy of the partnership deed / instrument of Partnership duly certified by a Notary Public, (b) Audited Balance Sheets along with Profit & Loss Account for the previous 3 years,(c) list of clients with names, address and contact nos. of concerned officials.
2.	The bidder should have a minimum of 10 cars of Indica / Wagon-R / Santro / Swift Dzire / Indigo / Innova / Tavera / Honda City /Xylo / Scorpio / Honda Civic / Maruti SX4 / Toyota Corolla of model April 2010 or later registered as taxis in the name of company / firm / partner / director.	(a) Photocopies of Registration Books of at least 10 nos. cars registered as taxis along with the latest and valid insurance covers. Original R.C Books would be physically verified before finalization of the empanelment of the parties.
3.	The bidder should have his office in Delhi/Noida with phone/mobile connection, and capable of providing taxis round the clock.	Details to be furnished along with the technical bid.
4.	The company should be registered for SERVICE TAX payment	Copy of registration certificate indicating Service Tax No.
5.	Income Tax Return	Copy of ITR for FY 2010-11.
6.	Location of garage of the contractor from BHEL PPEI building, Noida.	The contractors may be located in the vicinity of up to 15 KMs from BHEL PPEI building, Noida. However, charges on the principle of 'garage-to-garage" will be restricted to max. of 10 KMs or the actual distance between BHEL PPEI building, Noida and the garage of the contractor whichever is

3. **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 due to increase / decrease in the price of fuel (normal diesel as available at IOC Petrol Pumps in Delhi) shall be effective from the 1st date of the succeeding month from variation in the price of diesel as per formula given below. BHEL would allow price variation due to increase / decrease in diesel rates minimum Rs.2 w.r.to the base rate/revised rate as applicable from time to time for the 60% component.

$$\begin{array}{l} \text{\% Increase / decrease in} \\ \text{hiring charges} \end{array} = \frac{\begin{array}{l} \text{[Revised rate of diesel - base rate of diesel on the} \\ \text{date of original tender submission]} \times 0.60 \times 100 \\ \text{Base rate of diesel on the date of original tender} \\ \text{submission} \end{array}}$$

Price variation clause shall not be applicable for items i.e., extra charge per hr. and night halt charges per night.

4. **Validity of Rates** : The quotation will remain valid for a period of ninety days from the date of opening of Part-I tender (Techno-Commercial Bid).
5. **TERMS OF PAYMENTS** : In case of award of work , the payment will generally be made on a monthly basis within 30 days after receipt of the bill in duplicate & verification within BHEL by actual user & certification by officer –in Charge for satisfactory completion of the work . No advance money will be paid under any circumstances.

SPECIAL CONDITIONS OF CONTRACT

6. 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.
7. Generally, a prior notice of minimum one & half hour will be given to the contractors for providing / arranging the vehicle. In case of non-reporting / refusing to provide the requisite car, the same may be hired from any other source(s) at the risk and cost of the contractor. The difference, if any, between the agreed hiring rates with the contractor and the amount payable by BHEL in the event of not providing the vehicle will be recovered from the contractor from the running bills. Repeated refusals by the party will be viewed seriously and appropriate action, as deemed fit, will be initiated against such defaulting party.
8. The maintenance cost, charges of fuel, road tax, challans, salary of the driver, the overtime of driver etc. **are the responsibility of the contractor and will be borne by the Contractor**

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9. Parking charges, Toll tax, Service Tax and DND payments, as applicable from time to time shall be extra and borne as per actuals by BHEL on submission of documentary proof (original receipt).
10. **INSURANCE:** The vehicle provided must be fully and comprehensively insured (latest copy of insurance cover to be enclosed).
11. BHEL intends to distribute the work load to max. 3 contractors / agencies in ratio of 50 : 30 : 20 at L1 rates with larger share to the lowest bidder, viz., the L1 bidder will be apportioned 50% of the business volume. Further L2, L3, L4..... bidders shall be offered L1 rates in succession, however, in case only two bidders accept L1 price, the work shall be distributed in the ratio of 60 : 40. If two or more bidders quote the similar %age increase/decrease, the bidder with higher turnover will have preference over other bidder in deciding L1, L2, L3 etc.
12. 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 regulation being in force from time to time.
13. The bills in duplicate along with duty slips duly signed by the user of the vehicle or his representative should be sent to BHEL monthly after the use of vehicles. It should be ensured that there is no overwriting in the duty slip. Duty slip without signature will not be accepted for payment in any case unless specifically intimated in advance.
14. **PAYMENTS FOR LOCAL JOURNEYS :** The payment for local journeys will be regulated on the following basis:
 - a) **For journeys up to 40 KMs & 4 hrs :** The payment will be regulated on the itemized rates finalized of the Price Bid.
 - 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 of the Price Bid. In addition, the amount payable for extra KM charges & extra hour charges 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 80 KMs & 8 hrs of the Price Bid. In addition, the amount payable for extra KM charges & extra hour charges will be calculated and payment will be made.
- 15.1 **PAYMENT FOR OUTSTATION JOURNEYS:** For outstation journeys payment will be restricted to actual KM traveled with minimum of 200 KMs per day. The per KM rate & night charges finalized in the Price Bid will also be applicable for payment of outstation journeys.
- 15.2 Night halt charges will be made for outstation journeys only. NCR (Noida, Gurgaon, Delhi, Faridabad, Ghaziabad, Bawana, Jhajjar, Bahadurgarh) regions towns will not be considered as "outstations". Hence no night charge will be payable for the above stated place.



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16. Contractor 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 currency of the contract. BHEL shall have no liability whatsoever in this regard.
17. **EARNEST MONEY DEPOSIT** : Rs. 50,000/- (Rupees Fifty Thousand only) AS Earnest money should accompany the techno-commercial bid in the form of Bank Draft / Pay Order in favour of "M/s BHEL", payable on any scheduled bank at New Delhi.
- 17.1 Earnest Money shall, inter-alia, be forfeited in case of the following :-
 - a. On withdrawal of bid or increase in rates or change in bid conditions after opening of the tender
 - b. On refusal to enter into a contract after the award of contract.
 - c. If operations of the contract are not commenced from the date indicated in the award of the contract.
- 17.2 The EMD shall be returned within one month to the successful/unsuccessful bidders after the award of contract / execution of work.
18. No interest shall be payable by BHEL on EMD amount.
19. **TAX DEDUCTION AT SOURCE** : Tax shall be deducted at source from the running bill as per applicable Income Tax Rules and other statutory requirement.
20. **DEVIATION**: The Contractor must comply with the tender specification and all terms and conditions of contract. No deviation shall normally be entertained.
21. **TERMINATION OF CONTRACT**
 - 21.1 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, 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.
 - 21.2 BHEL reserves the right to terminate the contract at any time or stage during the period of contract, by giving 15 days' notice with or without assigning any reason without any financial consideration/implication.
22. **ARBITRATION** : In the event of any dispute or difference whatsoever arising under this contract or in connection therewith including any dispute relating to existing meaning and interpretation of this contract, the same shall be referred for arbitration by BHEL. The arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act 1996.



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23. EVALUATION CRITERIA

- 23.1 BHEL's "Schedule of Hiring Rates" for different model cars is enclosed (reference Price Bid (Part-II) Format).
- 23.2 The bidders are required to fill % Above OR % Below OR 0% in the box provided in the Price Bid Format. Bidders may please note that they have to fill only one % figure, i.e., either for % Above OR % Below OR 0% which will be applicable for all model cars and all other items mentioned in the "Schedule of Hiring Rates" (Price Bid Format).
- 23.3 The ranking of the bidders will be made on the basis of % quoted by them.
- 23.4 BHEL will prepare the revised "Schedule of Rates" incorporating % above OR % below OR 0% in the statement of "Schedule of Rates". The bidders will need to match their rates with the "Schedule of Rates".

24. SECURITY DEPOSIT

Successful bidder to submit the Security Deposit of Rs.1,00,000/- (Rs. One Lakh only). The EMD amount of Rs.50,000/- of successful bidder shall be adjusted as Security Deposit and the balance of Rs.50,000 shall be recovered @ 10% from the monthly running bills.

25. PENALTY

Penalty @ Rs.500/- shall be enforced in the event of refusal by bidder to provide the required vehicle on third refusal and on every subsequent refusal in a month.

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DETAILS OF BUSINESS

The Contractor shall furnish the following information along with Part-I bid for Rate Contract for hiring of Cars.

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 Bankers	
7.0	Date / year of commencement of Business	
8.0	Whether registered with any Govt. Institution / Undertaking / large corporates of repute. If so, furnish particulars with supporting documents	
9.0	ITR for 2010-11 / Copy of PAN Card to be furnished.	
10.0	Last 3 years audited balance sheet along with Profit & Loss Account of the co. / firm	
11.0	Experience Certificates with Govt. / Public Sector Undertaking / large Corporates of repute.	
12.0	Service Tax - Registration No.	
13.0	Any other information	

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Details of Vehicles owned (attach separate sheet in the following format).

Sl.No.	Registration No.	Make	Model	AC / Non-AC
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Signature with Seal

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VEHICLE DUTY SLIP

1. Name of the agency _____ Dated: _____

Vehicle No. _____ Driver Name: _____

Name of requisitioning Officer _____

Address (where vehicle required)

2. Reporting Place: _____ Reporting Time/date : _____

Releasing Place : _____ Releasing Time/date: _____

K.M.READING

1. Opening reading in figures at the reporting place _____
Opening reading in words at the reporting place _____

2. Closing reading in figures at the releasing place _____
Closing reading in words at the releasing place _____

Toll tax/DND & parking charges etc. paid, if any Rs. _____.

Certificate : It is certified that the details as indicated at 2 above for the vehicle no. mentioned at 1 above have been verified & are correct.

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SIGNATURE OF THE EMPLOYEE USER/INDENTER

Name : _____

Designation: _____

Department: _____

Phone No. incl. Extn. _____

Any other: _____

BOOKED BY:

Note:

- Garage to garage KM per booking will be allowed (Refer terms & conditions).

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FORMAT FOR SEEKING DEVIATION

CLAUSE NO.	DESCRIPTION / DETAILS OF DEVIATION	REMARKS / REASONS

NOTE: Any deviation specified elsewhere in the tender shall not be considered.

SIGNATURE OF BIDDER WITH SEAL

2

**SIGNATURE with
Seal**

11. Evaluation Criteria

The bidders are required to fill % Above or % Below or 0% in the box provided hereunder. Bidders may please note that they have to fill only one % figure, i.e., either for % Above or % Below or 0% which will be applicable for all model cars and all other items mentioned in the "Schedule of Hiring Rates".

The ranking of the bidders will be made on the basis of % quoted by them.

BHEL will prepare the revised "Schedule of Rates" incorporating % above or % below or 0% in the statement of "Schedule of Rates". The bidders will need to match their rates with the "Schedule of Rates" prepared by BHEL to qualify for empanelment.

PART - II - PRICE BID - BIDDERS TO QUOTE IN THE APPROPRIATE COLUMN IN THE FOLLOWING BOX AND STRIKE-OFF THE OTHER TWO

			In figures	In words	
% Above			____ %		In the event of error / mismatch in the % quoted in figures and words, the % quoted in words shall prevail and shall be taken as correct for all purposes.
% Below			____ %		
0%			____ %		

SIGNATURE : _____

SEAL