



भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited

Corporate Office: BHEL House,
Siri Fort, New Delhi-110049
Tele No. 011- 66337406

निविदा आमंत्रण सूचना/ NOTICE INVITING TENDER

Sir/Madam,

Bharat Heavy Electricals Limited, (a Public Sector Enterprise), invites offer in sealed cover for “empanelment of app based cab aggregators for providing cab (AC) services for Delhi/NCR based employees of BHEL”.

Please submit your competitive offer for the above subject work as per the tender terms & conditions.

SCHEDULE TO TENDER

1.	Tender Reference No.	AA:GAX:18:CR:104
2.	Date of Issue of Tender:	02-06-2018
3.	Tender Title:	Notice Inviting Tender for empanelment of app based cab aggregators for providing cab (AC) services for Delhi/NCR based employees of BHEL.
4.	Last date/ time for receipt of tender:	22-06-2018 by 11:00 PM
5.	Date/ time of opening of (Part-I):	22-06-2018 at 11:30 PM
6.	Place of Submission of Tender / Bid:	Tender Box, placed at the reception of Corporate Office, BHEL House, Siri Fort, New Delhi-110049
7.	Tender will be opened at:	Corporate Office, BHEL House, Siri Fort
8.	Date/Time of price bid opening:	Will be intimated separately.
9.	Total EMD amount:	Not applicable
10.	Total SECURITY DEPOSIT Amount:	Not applicable
11.	Minimum Validity of bid offer:	120 days from the due date of submission of offer

BHEL will not be responsible for any delay in receipt of tender(s), sent by post / courier. All corrigenda, 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 to keep themselves updated. Any clarification regarding NIT, if required, should be sought from the undersigned before the tender due date.

Thanking you,

For & on behalf of
Bharat Heavy Electricals Ltd.

(Upendra Kumar Singh)
DGM (HR-GAX & ISMG)
E-mail: upendra@bhel.in
Tele No. 011- 66337406

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SECTION-I**1. GENERAL CONDITIONS/INSTRUCTIONS OF TENDER:**

- 1.1. BHEL intends to empanel app based cab aggregators for providing 24X7 cab service for the purpose of official tours/visits of its Delhi-NCR based employees by inviting the offers from prospective bidders.
- 1.2. Tenders shall be strictly in accordance with the tender specifications.
- 1.3. If a bidder finds discrepancies or omissions in the tender documents or if there is any doubt as to their meaning or any typing error/other clerical errors is noticed by the bidder, he should address the authority inviting the tender, for clarification well before the due date, so as to submit his tender in time. All doubts/ clerical errors etc must be pointed out by bidder and got clarified before submission of offer, or else, BHEL's interpretation shall prevail & shall be binding on the bidder.
- 1.4. Conditional & late tenders, tenders which are incomplete or otherwise considered defective, tenders not in accordance with the tender terms & conditions herein contained and the tenders not in original are liable to be rejected.
- 1.5. Tenders shall be received and opened on the due date and time in the presence of bidders or their authorized representatives who may like to be present.
- 1.6. Offers shall remain valid for **120 days'** period from the due date of submission of tenders.
- 1.7. BHEL will not be responsible for the postal delay under any circumstances for non-receipt of Tenders / submission of filled in tender document by due date & time. Tenders received after due date & time are liable to be rejected.
- 1.8. Tender should be submitted along with covering letter of the bidder and duly signed on each & every page of the tender document, scope of services and price bid etc giving index interlinking all the documents.
- 1.9. All entries in the tender documents should be in one ink. All cancellations and insertions should be duly attested by the tenderers concerned. No overwriting / correction in the Price Bid by the bidder shall be allowed. However, if correction is unavoidable, the same must be duly signed by the authorized signatory.
- 1.10. After/during the scrutiny of technical bids, bidder may be asked by BHEL to attend meeting(s) for clarifications if any.
- 1.11. The tender schedule and the tender shall be deemed to form an integral part of the contract to be entered into for this work.
- 1.12. **Provisions for micro and small enterprises (MSEs)**

Any Bidder falling under MSE category, shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer.

Type under MSE	SC/ST owned	Others
Micro		
Small		

Note: - If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSE category.

- a) MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either **Udyog Aadhaar or EM-II certificate** having deemed validity (five years from the date of issue of acknowledgement in EM-II) or **valid NSIC certificate or EM-II certificate** along with attested copy of a CA certificate (format enclosed as **Annexure-F**) where deemed validity of EM-II certificate of five years has expired applicable for the last audited financial year. 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. If the tender is to be submitted through e-procurement/tendering portal, then the above required documents are to be uploaded on the portal.
- b) Participating MSEs quoting price within price band of L1+15 % shall be considered for award of complete scope of work by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE. In case of more than one such MSE, MSE with lowest price shall be given the first option to match the L1 price. However, MSEs owned by the Scheduled Caste or the Scheduled Tribe entrepreneurs shall be given the preference for matching the L1 price irrespective of their standing in comparative statement of MSE bidders within price band of L1+15 %.
- c) However, credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers at the time of tender evaluation.
- 1.13.** Bidders are requested to go through the scope of services, visit Premise etc. and get fully acquainted with the scope of services required and get their doubts clarified regarding the above job/services before submitting the offer. Visit shall be made on any working day between 09:00 AM to 05:30 PM with prior intimation. For arranging visit or any other queries, the bidder(s) may contact the under given office/officials:
- Contact Person** : **Mr. Upendra Kumar Singh / DGM (HR-GAX & ISMG)**
Contact Address : **BHEL House, Siri fort, New Delhi-110049,**
Email : **upendra@bhel.in**
Phone : **011-6633 7406, 8800907676**
- 1.14.** Bidder shall be deemed to study the details of job / services to be done in the desired manner and to have acquainted themselves of the conditions prevailing as on date.
- 1.15. SCOPE & QUANTUM OF WORK:** BHEL reserves the right to foreclose the required services by giving 01 months' notice to the Contractor. Scope of Work is available in **Section-II** and approximate quantum is available in **Annexure-G/H**. These are indicative & approximate only and may vary in the course of execution. No claim for compensation from the Contractor shall be entertained due to any variation in the no. of rides actually availed by our employees during the validity of contract vis-à-vis no. of rides mentioned in price bid.
- 1.16.** Bidder must note that any false information / data or any suppression of facts will be disqualifying them even at a later stage also. The contractor/successful service provider will nominate a trained and efficient workforce for dealing with BHEL's all day to day complaints & other issues related to this contract. In this connection, the contractor/service provider has to maintain the record properly etc. and made available to BHEL / Statutory authority as & when needed.
- 1.17.** The Contractor/service provider will be abiding to execute the work assignments on Contract basis strictly in accordance with the terms and conditions of the NIT and the Company in turn also agrees to engage the Contractor/service provider accordingly with effect from the date of award.
- 1.18.** BHEL reserves the right to accept or reject any of the bid / all bids with or without deviation or cancel / withdraw the invitation for bid without assigning any reason whatsoever and in such case bidder(s) shall have no claim arising out of such action by BHEL.

- 1.19. The successful bidder/service provider will be responsible for the quality of services and will immediately rectify the deficiency pointed out in the service/ work performed.
- 1.20. "The offers of the bidders who are under suspension and 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 website <http://www.bhel.com>.

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

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.

Commitment by Bidder/ Supplier/ Contractor: 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.

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.

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.

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 <http://www.bhel.com> and/or under applicable legal provisions".

- 1.21. The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.
- 1.22. No bidder shall be permitted to tender for work in BHEL in which any of their near relatives is an employee connected with the award and execution of the contract. They shall also intimate the names of persons who are working with them in any capacity or subsequently employed by them and who are near relatives of any employee of the BHEL. Any violation of this condition which comes to the Notice of the BHEL after the contract is awarded will entitle the BHEL to treat the contractors as having committed a breach of contract and to exercise all the rights and remedies available to the BHEL on account thereof.
- 1.23. **Risk & Cost:** This clause, in line with other Conditions of Contract will be invoked in any of the following cases. In any of the following cases, the Contractor shall pay the complete / excess cost to be incurred for the completion of the Contract:
- 1.23.1. Contractor/ supplier's poor progress of the work vis-à-vis execution timeline/standards as stipulated in the Contract.
- 1.23.2. Withdrawal from or abandonment of the services by contractor/service provider before completion of the contract period.

- 1.23.3. Non completion of work/ Non-supply by the Contractor/ supplier within scheduled completion/delivery period as per Contract or as extended from time to time, for the reasons attributable to the contractor/ supplier.
- 1.23.4. Termination of Contract on account of any other reason (s) attributable to Contractor/ Supplier.
- 1.23.5. Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
- 1.23.6. Non-compliance to any contractual condition or any other default attributable to Contractor/ Supplier.
- 1.24. Subletting:** The Contractor shall not sublet, transfer or assign the contract or any part thereof to any other person/company/organization without BHEL's written permission.
- 1.25. Termination of Contract on Death:** Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the accepting officer shall have the option of terminating the contract without compensation to the contractor's authorized survivors.
- 1.26. 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 contractor shall pay the claim on demand without any terms & conditions.
- 1.27. Post Technical Audit of Work & Bills:** BHEL reserves the right to carry out a post payment audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc. and to enforce recovery of any sums becoming due as a result thereof in the manner provided into the proceeding sub-paragraph provided however, that no such recovery shall be enforced after three years of passing the final bill.
- 1.28. Secrecy of Confidential Information:** The Contractor/service provider undertakes and agrees that he/it will not disclose or reveal in part or full the proprietary/confidential information, which terms shall mean and include patents, trademarks, service marks, registered designs, copyright, design rights, know-how, confidential information, trade and business names and any other similar protected information of BHEL received during negotiation or currency of the contract to any third party or governmental authorities without written permission from BHEL.
- 1.29. Tender Evaluation:** Tender evaluation shall be carried out on the basis of technical specifications and commercial terms & conditions specified in the tender documents and changes thereof, if any, shall be communicated to all the bidders before price bid opening.

SECTION-II**2.00 SPECIAL TERMS & CONDITIONS OF TENDER:**

- 2.01 Continuation of the contract shall be based on the performance of the Contractor/service provider. The parameters like timely rendering of services, quality of works/services, safety consciousness, maintenance of cabs, cleanliness of cabs etc. shall inter-alia be considered while evaluating performance.
- 2.02 The Contractor shall perform the work assignments to the best satisfaction of BHEL. In case of continued unsatisfactory performance over a period of time by the Contractor, the Company (i.e. BHEL) shall intimate the same in writing to the Contractor; however, if the performance of the contractor does not improve even thereafter, then, the Company shall have the right to terminate the contract at the Contractor's risk and cost, by giving one month's notice.
- 2.03 BHEL will have no liability whatsoever concerning the cabs used by the Contractor for the purpose. The Contractor shall keep the Company indemnified against all losses or damages or liability arising out of or imposed in the course of providing cab services to BHEL.
- 2.04 The contractor will be solely responsible for any unlawful act.
- 2.05 If at any time during the period of Contract, it is observed by the Company or his authorized representative that the services rendered by the Contractors are not up to the satisfaction of the Company or any terms of the Contract are violated and Contractor does not respond for improvement of the same. In such situation BHEL reserves the right to terminate the contract with a notice period of one month and may deduct the cost of the above mentioned unsatisfactory work from his bill or for recovery may forfeit the Security Deposit in part or full as the case may be.
- 2.06 In case of any dispute, the decision taken by BHEL will be final and binding on the successful bidder.
- 2.07 **Jurisdiction:** Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of a suit, any and all actions and proceedings arising out of or relative to the contract shall lie only in the court of competent civil jurisdiction in this behalf at **DELHI** (where this Contract has been signed on behalf of the CONTRACTOR) and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts.
- 2.08 Both the Company and Contractor/service provider hereby agree that all differences / disputes/ interpretations arising out of or in connection with this Agreement/tender shall be mutually discussed and settled failing which the same shall be referred to the arbitration of a sole Arbitrator to be appointed by the Head of Administration (BHEL) of the Company for a Speaking Award wherein the sole Arbitrator shall give reasons for his Award. The venue of arbitration shall be in **DELHI** and the Arbitrator's decision shall be final and binding on both the parties.
- 2.09 The Contractor shall duly comply with all Acts, Laws, or other Statutory rules, regulations, bye-laws applicable or which might be applicable to **DELHI** with regard to the performance of the work assignments included herein or concerning this Agreement and the amendments made thereafter to these Acts/ Laws and from time to time take such steps as may be deemed necessary in this regard. The Contractor shall keep the Company Indemnified against all penalties, claims and liabilities of every kind under or for any violation of such acts, laws or regulations etc. by him or his cab drivers.
- 2.10 **Duration:**
The contract will remain in force for a period of twenty-four months which can be further extended on the same terms & conditions on the mutual agreement between the Company and the Contractor on satisfactory performance of the Contract as will be decided later. However, this Agreement shall be liable for termination earlier by the Company (BHEL) at any time by giving 30 days' notice to the Contractor without assigning any reason therefore and without prejudice to the rights of the Company to recover

any money becoming due under this Agreement. In such a case, the Contractor shall not be entitled to any compensation thereof.

- 2.11 **Scope of Work:** The contractor shall perform all the services mentioned in the Scope of Services as detailed below: -
- a) 24X7 availability of cab services in Delhi-NCR;
 - b) Booking of cab through mobile app. as well as through Admin. Dash Board provided to BHEL by service provider (i.e. through desktop computer);
 - c) Linking of ride data with BHEL's ERP system i.e. every day rides details must be transferred to BHEL's server by next day;
 - d) No cancellation charges;
 - e) No surged/peak pricing;
 - f) Facility should be given to rate the driver & cab services;
 - g) Provision of 24 x 7 Call Centre/ email support system and provision of emergency/ safety support during ride period;
 - h) Dedicated executive(s) to address the issues related to rides/ bills/ payment etc. from time to time.
- 2.24 Successful service provider/contractor shall have to execute "Contract Agreement" on a non-judicial stamp paper of ₹ 100/- at **DELHI**.
- 2.25 **PAYMENT TERMS:** Monthly payment will be done through ECS/RTGS into the bank account of the service provider within 15 days from the date of receipt of bill with all supporting documents, complete in all respect after due verification subject to other terms & conditions mentioned below in Taxes & Duties. The service provider will have to intimate the bank account number, and other details of the bank to enable the user department to credit the payments directly into the account. **No interest shall be payable for delay in making the payment.**
- 2.26 **TAXES & DUTIES:**
- 2.26.1 To enable BHEL to avail GST Input tax credit, contractor/service provider shall submit GST compliant Tax invoice containing all the particulars as stipulated under Invoice Rules of GST Law. Payment shall be made to the contractor only after submission of GST compliant Tax invoice. The contractor/service provider shall raise GST compliant invoice affixing GSTIN of BHEL's unit availing the services.
 - 2.26.2 BHEL reserves the right to protect its interest against any loss on account of availability of GST credit.
 - 2.26.3 GSTIN of BHEL will be provided to the contractor along with the work order.
 - 2.26.4 Any new/change in statutory levy as and when made applicable by the Government shall become applicable against documentary evidence.
 - 2.26.5 Payment to the contractor will be subjected to TDS as per rules in force from time to time. The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act & GST, as amended from time to time and a certificate to this effect shall be provided to the contractor by BHEL
 - 2.26.6 Applicable GST shall also be recoverable from the contractor in case of LD recovery/penalty on account of breach of terms of contract.

2.27 PENALTY CLAUSES:

- 2.27.1 Repeated refusals/cancellation of rides' bookings by driver/service provider shall be viewed seriously and appropriate action (imposing a fine of Rs. 200/- on every third refusal for an individual for one trip.
- 2.27.2 In case vehicle develops some defect enroute and is unable to complete assigned journey then in that case, if the client doesn't get ride within 60 minutes of such breakdown, penalty of Rs. 500/- per case shall be levied on the service provider.
- 2.27.3 In case driver is not properly dressed or not behaving properly or the vehicle is not clean & well maintained, then that ride will be adversely rated in rating system at the end of ride. In this regard, every month rating data will be captured from the system and if cumulative rating (5 - star & 4 - star) for a month remain below 95 % then for each 1 % lower rating, a penalty of Rs. 500/- should be levied on the service provider.
- 2.27.4 The penalties imposed for violation of service agreement clauses shall be notified by BHEL as per the terms indicated. The Contractor shall be given 3 days to respond to the levying of penalties and submit representations if any. The representations shall be suitably considered by BHEL and decision taken shall be final and binding. The penalties imposed shall be deductible from payments due to service provider. In the event the payments due to the Contractor falls short of the total penalty recoverable from the Contractor, the Contractor shall, on first written demand by BHEL pay to BHEL without demur or dispute the said sum as per BHEL's demand notwithstanding the pendency of any investigation/inquiry/legal proceedings whatsoever before any Court/Tribunal/Authority etc. The amount of loss determined by BHEL shall be final and binding on the Contractor/service provider.
- 2.27.5 Failure to provide services by the Contractor/service provider as per requirement shall attract adverse remarks, which may be included in the Completion Certificate and / or attract any legal /administrative action on the contractor, as deemed fit.
- 2.27.6 **Incidents resulting in termination of contract:** Following incidents will be considered as reason for both; major penalties and may also attract termination of contract as the case may be

S. No.	Incident
a.	In the event of cancellation of any of the licenses or statutory permissions required for carrying out the service
b.	In case of any misrepresentation while claiming the payment
c.	In case of non-compliance of any statutory obligations (as stated in this tender document) by the Contractor during the execution of Contract, may results into termination of Contract. In addition to the above, the Contractor shall also be liable for the penalties provided under the respective statute.
d.	In case of repeated violation of any of the terms of the agreement despite giving warnings on different occasions.

In the event of the termination of the Contract for any reason whatsoever, BHEL's liability shall only extend to making payment to the Contractor of the Contract Price accruing (prorated, if necessary) up to the date of termination for actual services rendered by the Contractor after making all deductions that BHEL is entitled to make pursuant to provisions of this Contract. BHEL shall not have any liability to pay to the Contractor any compensation or reimburse any costs incurred by the Contractor and the Contractor hereby waives any claim for compensation for losses/damages and/or reimbursement of costs.

- 2.27.7 The grounds mentioned in S. No. 2.27.6 hereinabove are not exhaustive but merely illustrative. BHEL reserves its rights to terminate the Contract at any time in the event the Contractor has contravened any provision of the Contract or any other legal requirement or due to repeated/habitual non-adherence to the qualitative, quantitative and time requirements stipulated in the Contract after giving a notice of 30 days. If the Contractor shall not have remedied the deficiencies noticed in the written notice issued by BHEL within the period of 30 days as aforesaid, the Contract may be terminated by BHEL by giving a written communication to the Contractor.
- 2.27.8 The Contractor understands and agrees that performing the services strictly as per the qualitative, quantitative and time requirements as stipulated in the Contract is of essence of the Contract and that any non-adherence to the said qualitative, quantitative and time requirements as stipulated in the Contract for performing the services under the Contract shall cause incalculable losses to BHEL.

SECTION-III**3. PRE-QUALIFICATION REQUIREMENT:**

- 3.01 Average Annual financial turnover during the last 3 years, ending **31st March' 2017** should be at least **₹ 0.36 Crores.**
- 3.02 The experience of having successfully completed similar jobs/ services* during last 7 years ending last day of month i.e. 30.04.2018 previous to the one in which applications are invited should be either of the following:
- (i) The bidder should have executed **three similar jobs/services** with contract business volume of **each** not less than an amount equal to **₹ 48.0 Lakhs**
- OR**
- (ii) The bidder should have executed **two similar jobs/services** with contract business volume of **each** not less than an amount equal to **₹ 60.0 Lakhs**
- OR**
- (iii) The bidder should have executed **one similar job/service** with contract business volume of same not less than an amount equal to **₹ 96.0 Lakhs**
- * Similar job/services shall means providing app based cab services on 24x7 basis to any Central Govt./ State Govt. / PSUs / Public Limited / Private Limited Company.
- 3.03 The bidder should have with him **PAN and GST Registration Numbers.**

Note: Failure to fulfil all the above requisite conditions shall make the tender offer to be summarily rejected.

SECTION-IV**4.0 DOCUMENTS REQUIRED:**

- 4.01 The bidders should submit documents in support of possessing qualifying requirements as under, duly certified and stamped by their authorized signatory.
- 4.02 To calculate the “Average Annual Financial Turnover” of the bidder, the tenderer should submit **Audited Copy of Balance Sheet, Profits & loss Account Statements** and **Copy of acknowledgements of IT return** of last 3 financial years, ending **31st March’ 2017**, as supporting/required documents against **S. No. 3.01 of PQR**. In case of unavailability of Audited Copy of Balance Sheet and Profits & loss Account Statements for any of the last 03 Financial Years (i.e. **FY 2014-15, FY 2015-16, FY 2016-17**), CA certificate for the same shall be furnished. {“Average Annual Financial Turnover” will be equal to the arithmetic sum of the annual turnover of the last 03 Financial Years (i.e. **FY 2014-15, FY 2015-16, FY 2016-17**), divided by 03} i.e. $(F1 + F2 + F3) / 3$.
- 4.03 Copies of work orders / award letters/ agreements along with certificates of successful completion of the similar job / services executed by the bidders during last 07 (seven) years ending last day of month previous to the one in which applications are invited as supporting documents against **S. No. 3.02 of PQR**. Value of the successfully completed works (business volume) against the respective work orders, should be clearly mentioned in the completion certificates. **The certificate of successful completion shall also contain the details/reference of work order, nature of work done or services provided, duration of the contract, monetary value of business done and its satisfactory completion.**
- 4.04 Bidder has to submit a copy of **PAN and GSTIN** as supporting documents against **S. No. 3.03 of PQR**
- 4.05 Bidder has to submit the No Deviation Certificate duly signed in the format **Annexure-A**.
- 4.06 The Bidder must submit a declaration (**Annexure-B**) that no case is pending with the Police/Court/Regulatory authorities against the proprietor/firm/partner. As well as the bidder has not been suspended / delisted / blacklisted by any other Govt. Ministry/Department/Public Sector Undertaking/ Autonomous Body/Financial institution/Court.
- 4.07 Tender has to be submitted with contact address and e-mail ID etc. duly filled and signed as placed in **Annexure-C**.
- 4.08 Bidder must submit the technical details in the enclosed format (**Annexure-E**).
- 4.09 Un-priced price bid format (**Annexure-G**) duly signed by the tenderer shall be submitted along with technical bid by mentioning **‘Q’** in the column where quote is to be offered by the party.
- 4.10 Miscellaneous Charge Details (**Annexure-H**) duly signed by the tenderer shall be submitted along with technical bid by mentioning **‘Q’** in the column where quote/rates are to be offered/annexed by the party.
- 4.11 MSE suppliers/bidders can avail the intended benefits, only if they submit required documents as mentioned in **S. No. 1.12 (a)**, along with the offer.
- 4.12 The bidder shall submit the Bank details along with a cancelled cheque for NEFT/RTGS.

BHEL reserves the right to verify pre-qualifying credentials of the Tenderer. BHEL also reserves the right to cross-check/verify the genuineness of the documents submitted along with the offer by the Tenderer. At any stage, BHEL may also ask for original documents and bidder/contractor has to submit the same. If at any stage, the document(s) submitted by bidder/contractor is/are found incorrect/ false, the necessary action will be taken by BHEL against the bidder/contractor.

SECTION-V**5.00 PROCEDURE FOR SUBMISSION OF TENDER:**

5.01 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 of **Part-1 “Techno-commercial Bid”** shall contain documents required in **S. No. 4.00 above**;
- **Part-2 “Price Bid”** shall contain **Price-Bid format (Annexure-I) and (Annexure-J) only**.
- **A third sealed cover/envelope** shall contain attested copies of either **Udyog Aadhaar** or **EM-II certificate** or **valid NSIC certificate** and shall be superscripted as **MSME document if the bidder is MSME**.
- **These three separate covers/envelopes 1, 2 and 3** shall together be enclosed in **fourth envelope** and this sealed cover shall be superscripted with tender number & due date.

If the Part-2 “Price Bid” (Annexure-I) & Miscellaneous Charge Details(Annexure-J) are not received in the separate sealed envelope as described above, then the same shall be rejected and offer of such respective bidder(s) will not be evaluated further. The authenticity of the NSIC Certificate/ Udyog Aadhaar will be checked immediately and their Techno commercial bid shall be opened only, if the NSIC Certificate/ Udyog Aadhaar certificate is valid.

5.02 Envelope No. 3 containing MSME documents (if bidder is MSME) will be opened first and after due verification of same (as mentioned above), the Part-1 of the tender will be opened next and evaluated afterwards. Tenderers who qualify in Technical Bid (Part–1) will only be considered while opening of Price Bid (Part–2). BHEL will finalize successful contractor/service provider by **opening of sealed price bid or by Reverse Auction**. Date of opening of sealed Price Bid or conduct of Reverse Auction will be intimated separately to the bidders who qualify in the Techno-Commercial bid. Decision of opening price bid/conducting Reverse Auction lies with BHEL and BHEL decision in this regard shall be final & binding.

5.03 Offer/Tender submitted by the bidders should strictly be in accordance with the tender terms & condition enclosed herewith.

5.04 The bidder should accept all terms & conditions of the tender. In case the bidder wants to deviate from the tender conditions, such deviations shall be clearly specified in his tender “No Deviation Certificate” only i.e. **Annexure-A**. If no deviations are given in tender submitted, it will be assumed that the bidder accepts all terms & conditions of the tender.

5.05 **Tenders/Offer submitted by the bidder(s) with deviations from any terms & conditions mentioned in this tender document are likely to be rejected. BHEL decision in this regard should be final & binding on the bidder.**

No Deviation/Acceptance Certificate
(To be submitted along with Part-1 Bid)

Notwithstanding anything mentioned in our bid, we hereby accept all the terms & conditions of the above tender. We confirm that the offer submitted by us is confirming to all the terms & conditions mentioned in the tender document. We hereby undertake and confirm that we have understood the scope of services properly and shall carry out the job as mentioned in this tender in line with tender terms & conditions.

Or

We hereby accept all terms & conditions of the above tender except the following:
(Give reference to Clause Nos. of Terms & Conditions which are not acceptable)

1.

2.

3.

4.

5.

Note: Deviations may or may not be accepted by BHEL.

"I _____ hereby certify that except the deviations mentioned above, we do not have any other deviations to the tender No. AA: GAX:18:CR: 104, **dated 30.05.2018**. Deviations if any, mentioned elsewhere in our bid (whether Techno-commercial bid or Price bid) may be treated as null and void by BHEL.

Signature

With name, Designation & seal of the firm

DECLARATION CERTIFICATE

I / We do hereby declare that there is no case with the Police/Court/Regulatory authorities against the proprietor/firm/partner. Also I / We have not been suspended / delisted / blacklisted by any other Govt. Ministry/Department/Public Sector Undertaking/ Autonomous Body/Financial institution/Court. We also certify that either our firm or any of the partners are not involved in any scam or disciplinary proceedings settled or pending adjudication.

Signature

With name, Designation & seal of the firm

BIDDERS PROFILE/DETAIL

*Photograph of
tenderer /
authorised
signatory
holding power
of attorney*

Sl. No.	Description	Details
1	Name of tendering Company/Firm/Agency	
2	Type of firm	
3	Name of proprietor/ Director of Company/Firm/Agency	
4	Full address of registered office with telephone no., Fax no. & E-mail Address etc.	
5	Full address of operating/branch office with telephone no, Fax no. & E-mail Address etc.	
6	PAN	.....( ) Enclosed
7	GST Registration No.	.....( ) Registered and Enclosed
8	Udyog Aadhaar No.	.....( ) Registered and Enclosed
9	Name of Tenderer/ Contact Person	
10	Phone No. of Tenderer / Contact Person	

CHECK-LIST (TECHNICAL BID)
SUMMARY OF COMPLIANCE TO REQUIREMENT OF TENDER

Sl. No.	Description of requirement	Yes / No/ NA	Page No.
1	Copies of the Audited Balance sheet and Profit & Loss account statements of last three Financial Years i.e. FY 2014-15, FY 2015-16 & FY 2016-17 duly certified by CA.		
2	Acknowledgement of I-T return of last three Financial Years i.e. FY 2014-15, FY 2015-16 & FY 2016-17.		
3	Details of work experience, satisfactory work performance certificates including work orders		
4	Copy of the PAN card.		
5	Copy of GST registration certificate (GSTIN)		
6	No Deviation Certificate (Annexure-A)		
7	Declaration Certificate (Annexure-B)		
8	Bidders Profile/Detail (Annexure-C)		
9	Financial Details of the Bidder along with Work Experience Details (Annexure-E)		
10	Certificate by Chartered Accountant on letter head (only for those who are submitting EM-II Certificate) (Annexure-F)		
11	PART 'I' – UN-PRICE BID (Annexure-G)		
12	Miscellaneous Charge Details (Annexure-H)		
13	List of Major Corporate Customers, preferably PSUs/ Govt.		
14	All the pages of tender document signed & stamped.		
15	The bidder shall submit the Bank details along with a cancelled cheque for NEFT/RTGS.		

FINANCIAL DETAILS OF THE BIDDER

ANNUAL TURNOVER (in ₹ Crores)	FINANCIAL YEAR 2014-15	FINANCIAL YEAR 2015-16	FINANCIAL YEAR 2016-17

SUMMARY OF WORK EXPERIENCE DETAILS OF THE BIDDER

Self-attested copy of experience certificate/certificates along with work order(s) issued by the competent authority for the satisfactory work. The summary of that can be tabulated in the given format in the chronological order.

S. NO.	Name of Work	Experience certificate for the period (from and to)	Executed Contract Value of Work (in ₹ Lakhs)	Details of client along with address, e-mail & telephone no.
1				
2				
3				

{If the space provided is insufficient, separate sheet may be attached. Additional information, if any (Attach separate sheet, if required)}

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

This is to certify that M/S, (hereinafter referred to as 'company') having its registered office at is registered under MSMED Act 2006, (Entrepreneur Memorandum No (Part-11) dtd:, Category: (Micro/Small)). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial yearas per MSMED Act 2006 is as follows:

1. For Manufacturing Enterprises: Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722(E) dated October 5, 2006: Rs.....Lacs
2. For Service Enterprises: Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006: Rs.....Lacs (Strike off whichever is not applicable)

The above investment of Rs.....Lacs is within permissible limit of Rs.....Lacs forMicro / Small (Strike off which is not applicable) Category under MSMED Act 2006. **Or** The company has been graduated from its original category (Micro/ Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O.No.3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name

Membership number-

Seal of Chartered Accountant

PART 'I' – UN-PRICE BID

S. No.	Parameters	Quantity (No.)	Base Rate (GeM rate as on 15.05.2018) (excluding GST) (₹)	% above/below on rates mentioned in Col. IV	Rates after incorporating impact of increase/decrease % quoted in Col. No. V (₹)	Amount (excluding GST) (₹)
I	II	III	IV	V	VI	(VII)=(III) X (VI)
1	Type-I Rides : Hatchback Taxi {Maruti-Alto/Wagon-R/Swift/Ritz; Hyundai-EON/ Santro/ i10; Toyota-Liva, Ford-Figo or equivalent hatchback Cars (AC)}					
1.1	Nos. of Rides	68000	50.00 (Fixed Charge per ride)	.....	To be calculated by BHEL	To be calculated by BHEL
1.2	Kilometers	1194000	7.60 per km	.....	To be calculated by BHEL	To be calculated by BHEL
1.3	Ride Time (minute)	2765000	1.00 per minute	.....	To be calculated by BHEL	To be calculated by BHEL
(A)	Sub-Total for Type - I Rides for S.No. (1.1+1.2+1.3)					To be calculated by BHEL
2	Type-II Rides : Sedan Taxi {Maruti-Dzire, Hyundai-Accent, Honda-Amaze, Toyota-Etios or equivalent sedan cars (AC)}					
2.1	Nos. of Rides	7600	70.00 (Fixed Charge per ride)	.....	To be calculated by BHEL	To be calculated by BHEL
2.2	Kilometers	147000	10.50 per km	.....	To be calculated by BHEL	To be calculated by BHEL
2.3	Ride Time (minute)	371000	1.00 per minute	.....	To be calculated by BHEL	To be calculated by BHEL
(B)	Sub-Total for Type - II Rides for S.No. (2.1+2.2+2.3)					To be calculated by BHEL
(C)	Grand Total (In Figures)-{S.No. A + S.No. B} (excluding GST)				To be calculated by BHEL based on rates quoted in col. No. V	
(D)	Creditable GST (in %) on portion of Grand Total				GST @-----% on ----- % of Grand Total (C)	
(E)	Creditable GST Amount on Grand Total(C)				To be calculated by BHEL based on rates quoted in S.No. (D)	
(F)	Non-creditable GST (in %) on portion of Grand Total(C)				GST @-----% on ----- % of Grand Total (C)	
(G)	Non- Creditable GST Amount on Grand Total				To be calculated by BHEL based on rates quoted in S.No. (F)	
(H)	Total expenditure for two years (in figures)-				To be calculated by BHEL = {S.No. (C) - S.No. (E) + S.No. (G)}	

Note:

- Quantities shown in the Col. No. (III) in above table are approx. & tentative and for evaluation purpose only.

2. **Evaluation Criteria:** Based on the rates quoted by bidder in Col. No. (V), S.No. D and S.No. F, BHEL will calculate total expenditure for two years in S.No. (H) (after considering creditable & non-creditable GST amount). Bidder having lowest value in S.No. (H) after all calculations; shall be empaneled for two-years contract. In case, two or more bidders comes out overall L1 based on amount calculated in S.No. (H) then, all shall be empaneled for 02 years' contract period.
3. % above/below quoted in Col. No. (V) shall be fixed & firm for two-year contract period and no changes shall be entertained in these rates on any account.
4. **PVC Clause:** However, rates mentioned in Col.No. (IV) have been fixed on the basis of rates available on Government e-Marketplace (GeM) on 15.05.2018 for point to point ride. Whenever these GeM rates will change during the contract period, the contract rates shall be revised in same proportion for calculating per ride fare/cost against the documentary evidence submitted by the successful bidder along with the bill.
5. **Vendor to quote rates in % only in Col.No. (V), S.No. (D) and S.No. (F).**
6. The bidder has to quote 02 percentages in each S.No. (D) & S.No. (F). Out of these two percentages, only GST (%) will be variable during the contract period as & when it changes as per relevant Law. In this regard, documentary evidence needs to be submitted by successful bidder.
7. **Toll Taxes** – Toll taxes shall be extra as per actual rides availed by BHEL employees. In this regard, the bidder should submit the rates of toll taxes in **Annexure-I** along with the tender documents. Further, the bidder shall attach the details of applicable toll taxes (State wise) alongwith **Annexure-I**. Rates declared therein shall remain firm for 02 years' contract period. These rates should not be more than that of prevalent rates of toll taxes on the day of submission of bids.
8. **Advance Booking Fee** - Advance booking fee for all "Ride Later bookings" should be declared at the time of bid submission in **Annexure-I**. Same shall be paid (wherever applicable) and it shall remain fix during the entire contract period.
9. **Airport/Parking Charges:** Details of the same may please be submitted at the time of bid-submission in **Annexure-I**. Further, the bidder shall attach the details of applicable charges (Indian airport wise) alongwith **Annexure-I**. Same shall be paid (wherever applicable) and rates declared therein shall remain fix during the entire contract period. These charges are not to be included in the charges explained at S.No. 07 above.

IMPORTANT POINTS TO NOTE:

- A. **Un-priced price bid format duly signed by the tenderer shall be submitted along with technical bid, by mentioning 'Q' in all the col. No. V, S.No. (D) and S.No. (F) where quote is to be offered by the bidder.**
- B. **Quoted "CHARGES/RATES" must be correct to two decimal places** and accordingly "Grand Total at S.No. (H)" will be calculated by BHEL in figures.
- C. Considering the usage pattern of Cab services by Delhi/NCR based employees during last year and the anticipated growth, the approximate business volume for the next two years shall be as under:

Estimated Business Volume for two years: Rs. 240 Lakhs (Approx.) in two years.

The above figures (Rs. 240 Lakhs) are indicative for tender purposes only & does not guarantee the business volumes for the contract period. It may increase or decrease depending upon the actual requirements in next 02 years.

- D. Lowest prices received against Tender need not be acceptable to BHEL and in that case, BHEL would not be considered the same for award of Contract. BHEL would negotiate or re-float the Tender opened if L1 price is not the lowest acceptable price to them inter-alia other reasons. In the event of the final L1 prices are not reasonable / acceptable to BHEL, BHEL also may resort to short closure of this Tender.
- E. BHEL also reserve the right to cancel the tender or reject the lowest or any tender or accept any tender in full or in part without assigning any reasons whatsoever.

- F. *Bid should be free from correction, overwriting, using corrective fluid etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection.*

ANNEXURE-I**Part- 'I' - Miscellaneous Charges Details**

S.No.	Description	Rates (in ₹)
-------	-------------	--------------

1	Details of toll taxes (State wise) w.r.t Note no. 7 of Annexure- G	Annexure to be enclosed by bidder
2	Details of advance booking fee w.r.t. Note no. 8 of Annexure-G	
3	Details of Parking Charges (Indian Airport Wise) w.r.t. Note No. 9 of Annexure-G	Annexure to be enclosed by bidder

{If the space provided is insufficient, separate sheet may be attached. Additional information, if any (Attach separate sheet, if required)}

PART 'II' – PRICE BID

ANNEXURE-I

S. No.	Parameters	Quantity (No.)	Base Rate (GeM rate as on 15.05.2018) (excluding GST) (₹)	% above/below on rates mentioned in Col. IV	Rates after incorporating impact of increase/decrease % quoted in Col. No. V (₹)	Amount (excluding GST) (₹)
I	II	III	IV	V	VI	(VII)=(III) X (VI)
1	Type-I Rides : Hatchback Taxi {Maruti-Alto/Wagon-R/Swift/Ritz; Hyundai-EON/ Santro/ i10; Toyota-Liva, Ford-Figo or equivalent hatchback Cars (AC)}					
1.1	Nos. of Rides	68000	50.00 (Fixed Charge per ride)	.....	To be calculated by BHEL	To be calculated by BHEL
1.2	Kilometers	1194000	7.60 per km	.....	To be calculated by BHEL	To be calculated by BHEL
1.3	Ride Time (minute)	2765000	1.00 per minute	.....	To be calculated by BHEL	To be calculated by BHEL
(A)	Sub-Total for Type - I Rides for S.No. (1.1+1.2+1.3)					To be calculated by BHEL
2	Type-II Rides : Sedan Taxi {Maruti-Dzire, Hyundai-Accent, Honda-Amaze, Toyota-Etios or equivalent sedan cars (AC)}					
2.1	Nos. of Rides	7600	70.00 (Fixed Charge per ride)	.....	To be calculated by BHEL	To be calculated by BHEL
2.2	Kilometers	147000	10.50 per km	.....	To be calculated by BHEL	To be calculated by BHEL
2.3	Ride Time (minute)	371000	1.00 per minute	.....	To be calculated by BHEL	To be calculated by BHEL
(B)	Sub-Total for Type - II Rides for S.No. (2.1+2.2+2.3)					To be calculated by BHEL
(C)	Grand Total (In Figures)-{S.No. A + S.No. B} (excluding GST)			To be calculated by BHEL based on rates quoted in col. No. V		
(D)	Creditable GST (in %) on portion of Grand Total			GST @-----% on ----- % of Grand Total (C)		
(E)	Creditable GST Amount on Grand Total(C)			To be calculated by BHEL based on rates quoted in S.No. (D)		
(F)	Non-creditable GST (in %) on portion of Grand Total(C)			GST @-----% on ----- % of Grand Total (C)		
(G)	Non- Creditable GST Amount on Grand Total			To be calculated by BHEL based on rates quoted in S.No. (F)		
(H)	Total expenditure for two years (in figures)-			To be calculated by BHEL = {S.No. (C) - S.No. (E) + S.No. (G)}		

Note:

- Quantities shown in the Col. No. (III) in above table are approx. & tentative and for evaluation purpose only.
- Evaluation Criteria:** Based on the rates quoted by bidder in Col. No. (V), S.No. D and S.No. F, BHEL will calculate total expenditure for two years in S.No. (H) (after considering creditable & non-

creditable GST amount). Bidder having lowest value in S.No. (H) after all calculations; shall be empaneled for two-years contract. In case, two or more bidders comes out overall L1 based on amount calculated in S.No. (H) then, all shall be empaneled for 02 years' contract period.

3. % above/below quoted in Col. No. (V) shall be fixed & firm for two-year contract period and no changes shall be entertained in these rates on any account.

4. **PVC Clause:** However, rates mentioned in Col.No. (IV) have been fixed on the basis of rates available on Government e-Marketplace (GeM) on 15.05.2018 for point to point ride. Whenever these GeM rates will change during the contract period, the contract rates shall be revised in same proportion for calculating per ride fare/cost against the documentary evidence submitted by the successful bidder along with the bill.

5. Vendor to quote rates in % only in Col.No. (V), S.No. (D) and S.No. (F).

6. The bidder has to quote 02 percentages in each S.No. (D) & S.No. (F). Out of these two percentages, only GST (%) will be variable during the contract period as & when it changes as per relevant Law. In this regard, documentary evidence needs to be submitted by successful bidder.

7. **Toll Taxes** – Toll taxes shall be extra as per actual rides availed by BHEL employees. In this regard, the bidder should submit the rates of toll taxes in **Annexure-J** along with the tender documents. Further, the bidder shall attach the details of applicable toll taxes (State wise) alongwith **Annexure-J**. Rates declared therein shall remain firm for 02 years' contract period. These rates should not be more than that of prevalent rates of toll taxes on the day of submission of bids.

8. **Advance Booking Fee** - Advance booking fee for all "Ride Later bookings" should be declared at the time of bid submission in **Annexure-J**. Same shall be paid (wherever applicable) and it shall remain fix during the entire contract period.

9. **Airport/ Parking Charges:** Details of the same may please be submitted at the time of bid-submission in **Annexure-J**. Further, the bidder shall attach the details of applicable charges (Indian airport wise) alongwith **Annexure-J**. Same shall be paid (wherever applicable) and rates declared therein shall remain fix during the entire contract period. These charges are not to be included in the charges explained at S.No. 07 above.

IMPORTANT POINTS TO NOTE:

A. Quoted "CHARGES/RATES" must be correct to two decimal places and accordingly "Grand Total at S.No. (H)" will be calculated by BHEL in figures.

B. Considering the usage pattern of Cab services by Delhi/NCR based employees during last year and the anticipated growth, the approximate business volume for the next two years shall be as under:

Estimated Business Volume for two years: Rs. 240 Lakhs (Approx.) in two years.

The above figures (Rs. 240 Lakhs) are indicative for tender purposes only & does not guarantee the business volumes for the contract period. It may increase or decrease depending upon the actual requirements in next 02 years.

C. Lowest prices received against Tender need not be acceptable to BHEL and in that case, BHEL would not be considered the same for award of Contract. BHEL would negotiate or re-float the Tender opened if L1 price is not the lowest acceptable price to them inter-alia other reasons. In the event of the final L1 prices are not reasonable / acceptable to BHEL, BHEL also may resort to short closure of this Tender.

D. BHEL also reserve the right to cancel the tender or reject the lowest or any tender or accept any tender in full or in part without assigning any reasons whatsoever.

- E. Bid should be free from correction, overwriting, using corrective fluid etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection.**

Part- 'II' - Miscellaneous Charges Details

S.No.	Description	Rates (in ₹)
1	Details of toll taxes (State wise) w.r.t Note no. 7 of Annexure- I	Annexure to be enclosed by bidder
2	Details of advance booking fee w.r.t. Note no. 8 of Annexure-I	
3	Details of Parking Charges (Indian Airport Wise) w.r.t. Note No. 9 of Annexure-I	Annexure to be enclosed by bidder

{If the space provided is insufficient, separate sheet may be attached. Additional information, if any (Attach separate sheet, if required)}

