



भारत हेवी इलेक्ट्रिकल लिमिटेड

Bharat Heavy Electricals Limited

Regional Operation Division, Mumbai

14th Floor, World Trade Centre-1, Cuffe Parade, Colaba, Mumbai -400005.

Phone: 022-22171350, Fax: 022- 22151460.

RE:MUM:HR:TT:MONTHLY:0219:2017

Date : 13.02.2017

To
M/s _____

Dear Sirs/Madams,

Sub: Tender for Hiring of Taxis on Monthly basis for local & Outstation journeys for BHEL, ROD, Mumbai

BHEL invites sealed tenders in two bid system from established contractors for Hiring of Taxis(Ritz / Swift or equivalent vehicle) on Monthly basis for local & Outstation journeys for Senior Executives of BHEL, Official guests and employees for local / outstation journeys on **monthly basis**.

In line with the terms and conditions placed in the tender specification.

The tender comprises of :

SL No	Description	Section No.
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12	Vehicle Duty Slip	(Annexure-C)
13	Acceptance Letter	(Annexure-D)
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19	Evaluation criterion	(Annexure-“J”)

The bidders are advised to submit their most competitive offers complete in all respect and without any deviation. The offers shall remain valid for **One month** for acceptance from the due date of tender. Tender should be submitted stated in “Instruction to bidders – Section - II”.

The technical offer should comply with the all tender requirement. The offers with any deviation will be rejected and the financial offer of the bidder will not be opened.

The tender will be conducted and evaluated online through e-Procurement System. The bidder shall submit his response through bid submission to the tender on e-Procurement platform at <https://bheleps.buyjunction.in> only as no other forms of submission of offer or hard copy is accepted. BHEL reserves the right to conduct the Reverse auction. Bidders are requested to quote their most competitive prices in through the online e-procurement portal / system.

In case of any difficulty in operating the E-Tendering System, please contact our developer's Help Desk m-Junction Services Ltd. at 033-66011717, 08584008205, 09163348104, 09840704941 Please ensure the submission of your most competitive offer before the due date in the E-Tendering Portal to avoid last minute hustle.

Bidders must submit their bids in the E-procurement Portal by 15 :00 hrs , 06/03/2017 . THE EMD'S SHOULD BE THROUGH NEFT/RTGS ONLY.

NEFT/RTGS DETAILS TO BE INFORMED TO BHEL REPRESENTATIVE, Mr. Ravindra Gawde, Executive-HR, latest by 15.30 Hrs. on the day of Tender submission date.

(BANK AND ACCOUNT DETAILS OF BHEL, ROD, MUMBAI IS AS UNDER:

Bank Name	: Citibank
Branch	: Fort
Account Name	: Bharat Heavy Electricals Limited
Account No.	: 8279012
IFS Code	: CITI0100000
Bank Account Type	: Current Account

The offers without EMD will not be considered for evaluation in the E-Tendering system. **(Refer instruction to bidders section II)**. Successful bidder shall be responsible for completion of the contract in all respect. Techno commercial offers shall be opened through the E-Procurement portal on 06/03/2017 at 15.30 Hrs. If RA is conducted for this tender, detail of vendors will be provided separately.

Thanking you,

Yours faithfully
For BHARAT HEAVY ELECTRICALS LIMITED

-SD-
Addl. General Manager – C & HR

Encl: Section I to VIII

**BHARAT HEAVY ELECTRICALS LIMITED
15th FLOOR, WORLD TRADE CENTRE - I,
CUFFE PARADE, MUMBAI - 400 005**

TENDER FOR HIRING OF TOURIST TAXIS ON MONTHLY BASIS

TENDER NO: RE:MUM:HR:TT:MONTHLY:0219:2017

LAST DATE OF SUBMISSION : 06.03.2017 : 15.00 Hrs

Date of issue of Tender : 13.02.2017

Instruction for Participation in the Tender through eProcurement

The process of utilizing e-procurement necessitates usage of DSC (Digital Signature Certificate) (Class – III, SHA 2, 2048 BIT – Signing and Encryption) and vendors are requested to procure the same immediately if not available with them. Please note that only with DSC of above mentioned specification, the interested bidder will be able to login the e-procurement secured site and take part in the tendering process.

The contact details of the DSC Certifying authorities are given below

Sr. No.	CA	Website Address
1	e-Mudhra	http://www.e-mudhra.com
2	GNFC	http://www.ncodesolutions.com
3	IDRBT	http://www.idrbtca.org.in
4	MTNL Trustline	http://www.mtnltrustline.com
5	Nic	http://www.nic.in
6	Safescrypt	http://www.safescrypt.com
7	TCS	http://www.tcs-ca.tcs.co.in

All vendors may participate in the tender directly on BHEL, ROD Mumbai e-Procurement portal at address <https://bheleps.buyjunction.in>.

The new vendors who are not registered with BHEL, ROD Mumbai and are interested to participate in the tender will have to register and map their respective Digital Signature Certificate with specification Class-III, SHA-2, 2048 bit Signing and Encryption at BHEL e-Procurement website: <https://bheleps.buyjunction.in> . For registration assistance, users may please contact Mjunction Helpdesk @ 033-66011717, 08584008205, 09163348104, 09840704941 between 9.30 am till 5.30 pm.

GENERAL INFORMATION

TENDER UPLOAD INFORMATION

Unit : **BHEL ROD MUMBAI**

Address : **15th Floor, World Trade Cente, Centre-1, Cuffe Parade, Mumbai – 400005.**

E-Mail : **ajit.sinha@bhel.in**

Telephone : **Code: 022 Number:22171210/22171222**

Fax : **Code: 022 Number: 22187850**

Approved by : **Name: Mr. A K Sinha
Desg: AGM (C & HR)**

Contact Person : **Ravindra Gawde (Executive HR)**

Tender Reference No. : **RE:MUM:HR:TT:MONTHLY:0219:2017**

Published on : **13.02.2017**

Tender Title : **Hiring of Taxis on Monthly basis**

Tender Type: Auction / Buy / Sell / : **SERVICE CONTRACT**

Empanelment / Service Contract /

Work Contract

Brief Work Description : **Hiring of Taxis on Monthly basis**

Tender Value : **Rs. 877747/-**

EMD Value : **RS.17555/-**

Document Cost : **Nil**

Date of Issue of Notification : **13.02.2017**

Last date of Submission of

Completed Forms : **06.03.2017 (15 00 hrs)**

Date of Opening of Bids : **06.03.2017 (15 30 hrs)**

GENERAL INFORMATION OF THE BIDDER

Name of the Bidder :

Address of the Bidder :

E-Mail :

Telephone No :

Fax No. :

Contact Person :

Nature of Firm :

PAN NO. (with self certified copy) :

Service Tax Registration No. :

(With self certified copy)

Structure of the party (tick mark as applicable)	:	Proprietorship /
(Copy of relevant document to be enclosed)		Partnership /
		Private Limited

SECTION - I

Scope of work

Rate contract to **Hiring of Taxis on Monthly basis** (Wagon R / Swift / equivalent) for Senior Executives, guests and employees for local / outstation journeys on monthly 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 "Monthly Basis". Vehicles as mentioned in **Annexure "I"**.

The anticipated load of 2 no's of Vehicle **PETROL/DIESEL/ CNG** for one year, shall be as under:

Vehicle Type	Quantum of Business per month	Monthly Kms /Hrs	Period Of Contract
Swift/ Wagon R / Equivalent	2 Nos. of Cars	2500 kms / 300 hrs	1 year

The anticipated business volume during the contract period of one year towards **Hiring of 2 Nos of Taxis on Monthly basis** shall be approx. Rs. 8.78 Lakhs.

The above figure of Rs.8.78 Lakhs is indicative for this tender only and does not guarantee the business volume for the contract period of one year. This may increase or decrease depending BHEL's requirement.

SIGNATURE AND SEAL OF TENDERER

SECTION II

INSTRUCTIONS TO BIDDERS

1. Bidders are advised to go through the tender document fully before submitting their offers online on E-Tendering Portal <https://bheleps.buyjunction.in>
2. **The price offer is to be submitted online on E-Tendering Portal at the web address mentioned above. The price offer must be made only in the formats enclosed with this tender.**
3. The offers shall be kept valid for a period of 1 month from the date of opening of the tender.
4. BHEL reserves the right to accept any tender or part of tender or to reject all tenders without assigning any reasons thereof
5. The offers shall include.

1) Techno Commercial Bid & EMD:

- I. The techno commercial bid is to be filled and submitted/or uploaded in excel sheet/Templet online on E-Tendering Portal of BHEL at web address <https://bheleps.buyjunction.in> latest by 06th March, 2017 15:00Hrs. The techno commercial offers shall be opened on 06th March, 2017 15:30Hrs. Hard copies of techno commercial offers shall not be accepted for evaluation.
- II. The EMD of Rs. 17555/- in favour of BHEL, through NEFT/RTGS Only. Details of the same to be informed to BHEL representative Mr. Ravindra Gawde (H.R) latest by 15.30 Hrs on the day of Tender submission date, and should not be put in tender box. The offers without EMD will not be considered for evaluation.

2) Price Bid/Reverse Auction

The Price Bid is to be filled up and uploaded in excel sheet through E-Tendering system only before the due date of submission. RA will be conducted for technically qualified parties by separate service provider. BHEL reserves the right to decide for going into Reverse auction.

Fax offers will be rejected.

6. Evaluation Criteria:

A. Offers of Parties meeting the techno commercial requirement will only be

considered for evaluation.

B. Break up of final prices after reverse auction should be in line with that given in the initial bid of Reverse Auction.

C. Vendors must filled price bid Section VII, 'If vendors fail to quote any of the items in Price Bid, he will be disqualified and his price bid will not be open or will not be allowed to participate in Reverse Auction.

D. The offers will be evaluated on the basis of the total price basis (Price Bid). The order will be finalized on one party only.

E. BHEL Reserves right to Negotiate with L1 party.

7. The Bidders are required to go through the Tender requirements and submit their bid

The 2 part bids will be as under:

Techno-Commercial Bid (Part 'A')

Price Bid (Part 'B')

SN	Description / Instructions
1.	<p>a) The rates offered shall remain firm, subject to PVC (based on CNG rates), during the contract period of 1 year. The same may however be extended further for a period of one year with mutual agreement, in writing, on the same Rates, Terms and Conditions.</p> <p>b) Based on the requirement of BHEL, one vehicle may be withdrawn at the consent of BHEL, by giving notice period of one month. BHEL reserve the right for the same.</p> <p>IMPORTANT INSTRUCTIONS:</p> <ol style="list-style-type: none">1. Vendors must go through all these Annexure carefully before submitting the bid.2. Offers should be submitted (On Line) in Two Part Bid as described.3. The prices must be Quoted in the enclosed Price Format only.4. Quoted Rates subject to PVC, shall remain FIRM during the entire period of contract duration.5. Price Bids of the technically & commercially acceptable parties ONLY shall be opened.

Offers through telegram / fax shall not be acceptable. Late tenders are not acceptable.
The tenders are to be submitted **on or before 06 March 2017 (15.00 Hrs)**

SIGNATURE AND SEAL OF TENDERER

SECTION -III

SPECIAL CONDITIONS

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)**

a) swift / Wagon R /equivalent - Minimum of **02 (Two) cars** required.

(Based on the requirement of BHEL, one vehicle may be withdrawn at the consent of BHEL, by giving notice period of one month. BHEL reserve the right for the same)

The above mentioned criteria must be fulfilled by the bidder for considering their Bid

3. The Vehicles **must be registered** in the name of their Agency / Company / Proprietors / Partners / Individuals, with RTO to ply as Tourist Vehicle i.e. T-Registration.

4. . The Registration of the cars should not be prior to **2015**. (Petrol / Diesel / CNG Car)

5. **Bidder must submit proof of having successfully completed similar works** : at least Two 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 3.51 lakhs each.

OR

Two contracts of value not less than Rs. 4.39 lakhs each.

OR

One contract of value not less than Rs 7.02 lakhs each.

6.. 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) Service tax 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 etc

g) Duly signed and stamped compliance letter in the bidder's company letterhead as per format enclosed

h) 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.

7. Duration of Contract

The contract will be for one year

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 www.bhel.com 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

SECTION - IV

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:

- 3.1 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.
- 3.2 **In consideration of such services mentioned above rendered by the contractor, BHEL will pay charges and also applicable service tax to the contractor for every calendar month within 15 days of submission of clear bills. TDS as applicable will be deducted at source from the payment .**
- 3.3 The payments shall be made through RTGS/NEFT. The contractor would be required to submit bank details for receiving the payments.

- 3.4 Even if the **prices offered are inclusive of Taxes**, the contractor will have to produce invoices showing the tax elements separately.
- 3.5 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.

4.OBSERVANCE OF LOCAL LAWS :

4.1The 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 behavior 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.

5.1If 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:

6.1 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:

8.0 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 SECURITY DEPOSIT:

10.1 Successful bidder shall submit 5% of the total contract value as security deposit within Three days of issue of LOI for the contract. EMD of the successful Bidder shall be converted and adjusted towards the required amount of Security Deposit

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. Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ 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 fulfillment 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.

11.3 ARBITRATION: In case of any or all disputes arising out of or any way concerning the contract between BHEL and the Contractor, the same shall be referred to sole arbitrator i.e. Head ,ROD or nominee appointed by him in writing. The arbitration shall be conducted in line with the provisions of Arbitration & Conciliation Act 1996. The award of the arbitrator will be final and binding on both the parties. The venue of the arbitration will be BHEL, ROD office, Mumbai. During the currency of the arbitration proceeding, the Contractor will have to continue to perform in line with the contract and will not abandon the work in any way.

12.0 Earnest Money Deposit

12.1 The offers from the bidders shall enclose a EMD as per Techno commercial Bid in any one of the following forms :

- (i) Electronic Fund Transfer credited in BHEL account (before tender opening)
- (ii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL .

12.2 EMD of the Bidder will be forfeited if:

- 12.2.1 After opening the tender and within the offer validity period, the Bidder revokes his tender or makes any modification in his tender which is not acceptable to BHEL.

- 12.2.2 The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract
- 12.2.3 If the bidder declines to accept the LOI or is unable to accept the work which has been awarded on the basis of the offer received from the bidder or revokes the offer within the validity period of the offer, the earnest money shall stand forfeited
- EMD by the Bidder shall be withheld in case any action on the Bidder is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.

12.3 EMD of successful bidder will be adjusted towards part of the security deposit.

12.4 EMD of all unsuccessful bidders shall be returned normally within fifteen days of placement of LOI/Work Order on successful bidder.

12.5 EMD shall not carry any interest.

13.0 Discrepancy In Words & Figures: Quoted In Offer

- 13.1 If, in the price structure quoted for the required goods/ services/ works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- 13.2 If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- 13.3 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 .
- 13.4 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:

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

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

14.2 The procedure for Reverse Auction shall be intimated to such bidders in due course. However, the bidders are advised to quote their most competitive rates in the sealed bid Part. In case we are unable to finalize the order through Reverse Auction for any reason whatsoever, the order would be finalized based on the sealed price bids (Part-III).

14.3 In case of tender being finalized through Reverse Auction, the bidders will have to adhere to the guidelines provided in the Business Rules of Reverse Auction. In case a Techno commercially acceptable vendor does not agree to participate in the Reverse Auction process, the same will be treated as withdrawal of the offer and their EMD will be forfeited. **Vendors are also warned against delay in participation and delaying the process of Reverse Auction.**

14.4 Terms and Conditions for Reverse Auction:

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit “online sealed bid” in the Reverse Auction. Non-submission of “online sealed bid” by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form (annexure IV) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. Reverse auction will be conducted on scheduled date & time.

8. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.

9. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.

10. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.

11. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the „Business Rules of Reverse Auction“, which will be communicated before the Reverse Auction.

12. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action *as per extant BHEL guidelines*, shall be initiated by BHEL and the results of the RA scrapped/ aborted.

13. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.

14. In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

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 bid & forfeiture of the EMD.

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 vehicle. 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.

Based on the requirement of BHEL, one vehicle may be withdrawn at the consent of BHEL, by giving notice period of one month. BHEL reserve the right for the same

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](http://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 New Delhi.

- 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 Mumbai 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

SECTION –V

E-PROCUREMENT DETAILS : RE:MUM:HR:TT:MONTHLY:0219:2017

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

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 <https://bheleps.buyjunction.in>

2.0 DISCLAIMER:

Neither the Organisation (Bharat Heavy Electricals Ltd.) nor the service provider (m Junction Services Ltd.) 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

Annexure A

Tender No. **RE:MUM:HR:TT:MONTHLY:0219:2017**

Date : 13.02.2017

DETAILS OF BUSINESS

The Contractor shall furnish the following information along with Part-A of Pre Qualification Bid for Rate Contract for hiring 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) 2013-14, 2015-15, 2015-16/ Copy of PAN Card to be furnished.	
10.0	Certified copy of Balance Sheet and profits & loss Account statements of last three financial years i.e. FY 2013-14, 2015-15 & 2015-16. In case of unavailability of Balance Sheet & Profit & Loss statement for FY 2015-16, CA certificate for the same shall be furnished.	
11.0	Experience Certificates with Govt. / Public Sector Undertaking / large Corporates of repute.	
12.0	Service Tax - Registration No.	
13.0	Any other information	

Annexure BTender No. **RE:MUM:HR:TT:MONTHLY:0219:2017****Date : 13.02.2017****Details of Vehicles owned** (Attach separate sheet in the following format).

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

Signature (Seal)

Tender No. **RE:MUM:HR:TT:MONTHLY:0219:2017**

 भारत हेवी इलेक्ट्रिकल्स लिमिटेड BHARAT HEAVY ELECTRICALS LIMITED <small>बी.एल.ई.एल. हाउस, सिटी फोर्ट, नई दिल्ली-110049</small> <small>BHEL HOUSE SIM FORT, NEW DELHI-110049</small>				दैनिक ट्रिप शीट DAILY TRIP SHEET		क्रम संख्या / Sl. No. 4601	
इंड्रर का नाम Name of the Driver _____				दिनांक Date _____		दिनांक / Date : _____	
गाड़ी संख्या / Vehicle No. _____				रिपोर्टिंग का समय Time of Reporting _____		किताब सं. पीस / Book No. Pst : _____	
पेट्रोल Petrol				लीटर Ltrs.		लिया Taken	
तेल Oil				लीटर Ltrs		स्थान : नई दिल्ली / Place : NEW DELHI.	
आगमन ARRIVAL				उत्प्रोक्षा के हस्ताक्षर (यदि "व्यक्तिगत" है तो नाम, पदनाम, कर्मचारी संख्या और हस्ताक्षर स्पष्ट करें) Signature of the user (if "personal" indicate Name, Designation Sl. No. & Dept. Clearly)			
प्रारम्भ STARTING				टिप्पणी (यदि "आधिकारिक" है तो नाम, पदनाम, कर्मचारी संख्या और हस्ताक्षर स्पष्ट करें) Signature of the user (if "official" indicate purpose in brief)			
स्थान Place		समय Time		किलोमीटर पढ़ना K.M.		तय की गई दूरी Distance Travelled	
स्थान Place		समय Time		किलोमीटर पढ़ना K.M.		तय की गई दूरी Distance Travelled	
स्थान Place		समय Time		किलोमीटर पढ़ना K.M.		तय की गई दूरी Distance Travelled	
स्थान Place		समय Time		किलोमीटर पढ़ना K.M.		तय की गई दूरी Distance Travelled	
स्थान Place		समय Time		किलोमीटर पढ़ना K.M.		तय की गई दूरी Distance Travelled	
स्थान Place		समय Time		किलोमीटर पढ़ना K.M.		तय की गई दूरी Distance Travelled	
स्थान Place		समय Time		किलोमीटर पढ़ना K.M.		तय की गई दूरी Distance Travelled	
स्थान Place		समय Time		किलोमीटर पढ़ना K.M.		तय की गई दूरी Distance Travelled	
स्थान Place		समय Time		किलोमीटर पढ़ना K.M.		तय की गई दूरी Distance Travelled	
स्थान Place		समय Time		किलोमीटर पढ़ना K.M.		तय की गई दूरी Distance Travelled	
स्थान Place		समय Time		किलोमीटर पढ़ना K.M.		तय की गई दूरी Distance Travelled	
स्थान Place		समय Time		किलोमीटर पढ़ना K.M.		तय की गई दूरी Distance Travelled	
स्थान Place		समय Time		किलोमीटर पढ़ना K.M.		तय की गई दूरी Distance Travelled	
स्थान Place		समय Time		किलोमीटर पढ़ना K.M.		तय की गई दूरी Distance Travelled	
स्थान Place		समय Time		किलोमीटर पढ़ना K.M.		तय की गई दूरी Distance Travelled	
स्थान Place		समय Time		किलोमीटर पढ़ना K.M.		तय की गई दूरी Distance Travelled	
स्थान Place		समय Time		किलोमीटर पढ़ना K.M.		तय की गई दूरी Distance Travelled	
स्थान Place		समय Time		किलोमीटर पढ़ना K.M.		तय की गई दूरी Distance Travelled	
स्थान Place		समय Time		किलोमीटर पढ़ना K.M.		तय की गई दूरी	

Annexure-D

Tender No. Tender No. **RE:MUM:HR:TT:MONTHLY:0219:2017**

Date : 13.02.2017

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.
- 5.

**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

Tender No. Tender No. **RE:MUM:HR:TT:MONTHLY:0219:2017**

Date : 13.02.2017

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

Annexure-FTender No. Tender No. **RE:MUM:HR:TT:MONTHLY:0219:2017****Date : 13.02.2017****TECHNICAL DETAILS**

TURNOVER (F.Y.)	2015-16	2015-15	2013-14
₹ (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	
Service Tax No. / Taxable Services	

Income Tax Return (F.Y.)	2015-16	2014-15	2013-14
EMD Details	DD/ PO No.	Date	Amount (₹)

Note: Copy of challan, with Name of the worker to be attached.**(Signature & seal of the contractor)**

Annexure-G

Tender No. Tender No. **RE:MUM:HR:TT:MONTHLY:0219:2017**

Date : 13.02.2017

NEFT Format

Beneficiary Name	
Beneficiary Bank Name	
Beneficiary Bank address	
IFSC CODE of the bank	
Beneficiary Account Number	
Email ID	
PAN	

Enclosed: A photocopy/cancelled copy of one leaf from my cheque book for the codes required above.

I hereby confirm that the above mentioned particulars are in order. To facilitate NEFT credits, I will inform BHEL in case of any changes in the Bank Particulars at a future date.

Thanking you,

Yours sincerely.

Signature:

Name:

Designation:

Company Seal:

Date:

Annexure-H

Tender No. Tender No. **RE:MUM:HR:TT:MONTHLY:0219:2017**

Date : 13.02.2017

DECLARATION REGARDING THE STATUS OF THE FIRM AND ABATEMENT

I/ We hereby declare that the status of my/our Firm is _____
(mention whether individual / HUF / Firm / AOP / Public Ltd. / Pvt. Ltd., etc) and that I
have/ have not (tick the applicable) availed abatement under notification No. 26/2012-ST dated
26.06.12 (www.servicetax.gov.in/notifications/notfns-2012/st26-2012.htm) and that I/We have
not taken CENVAT credit on input, input services and capital goods under the CENVAT credit
rules-2004.

With name, Designation & seal of the firm

Signature

Annexure-I

Tender No. **RE:MUM:HR:TT:MONTHLY:0219:2017**

Date : 13.02.2017

EVALUATION CRITERION

(to be attached with techno commercial bid)

MONTHLY CAR

Monthly Cars

Cars viz. *Swift, Ritz, Wagon R, Equivalent vehicle* ô Quoted Rate per month x 12 months x 2
(On monthly basis) (2 No.s)

Note:

- 1. The L1 Party has to match L1 rates for additional Kms and additional hours.**
- 2. The L1 party will be decided based on the Lowest Cash Flow arrived at the rates received in the tender with load declared for Monthly cars.**
- 3. BHEL may issue counter offer and negotiate with L1 bidder for firming up the rates.**
- 4. Orders will be placed on the L 1 Party for Monthly Cars.**
5. For evaluation the average daily is being taken as 3hrs (beyond 8 hrs) and 20 km(beyond 80 km) as per our past trend.

Ref No:

Date:

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

Sub: Your

Tender No. Tender No. **RE:MUM:HR:TT:MONTHLY:0219:2017**

Date : 13.02.2017

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 finalising the Tender.

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.

Thanking you,

Yours faithfully,

NAME / SIGNATURE AND SEAL OF TENDERER