

**BHARAT HEAVY ELECTRICALS LIMITED**  
BHEL House, Siri Fort, New Delhi-110049

Tender No. AA:GAX:15:DH:101

Dated: 28/11/2015

Bid Submission: 14/12/2015 by 14:00 Hrs.

Bid Opening: 14/12/2015 at 14:30 Hrs.

**Sub: Tender For Hiring of DLY Taxies on Daily/Monthly basis for local & outstation journeys**

BHEL invites bidders for entering into a rate contract to hire registered DLY- taxis (Ritz / Swift / Swift Dzire / Indica / Indigo / Etios / Xcent / Altis / Innova / Honda City / Nissan Sunny / Ciaz etc.) for Senior Executives, guests and employees for local / outstation journeys on daily / monthly basis. BHEL, therefore, intends to empanel reputed taxi operators on rate contract basis for a period of two years from the date of award for hiring of DLY-Taxis on "as and when required basis".

Quotations are invited in two part bids in sealed cover with Enquiry No., Group/Groups for which quotation is offered, Enquiry Date and Quotation Due Date, legibly super-scribed on it, for the Scope mentioned in Annexure-B subject to acceptance of the enclosed Terms and Conditions.

The quotation should reach in Tender Box located near to security office at Front Gate Reception, BHEL House, Siri Fort, New Delhi-110049 by **14:00 Hrs** on or before the Due Date **(14.12.2015)**.

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**PRE QUALIFYING REQUIREMENTS (PQR)**

**1) Earnest Money Deposit (EMD)**

- a) Each bidder has to deposit EMD of Rs. 2,00, 000/- (Rupees Two Lacs only) as a part of subject tender and the same should be in the form of Pay Order or Demand Draft only in favour of BHEL, payable at New Delhi. Tender not accompanied with EMD will not be accepted and shall not be considered for further evaluation
  - b) Tender not accompanied with EMD/ EMD submitted in any forms other than PO & DD will not be accepted.
  - c) EMD submitted by bidder will be forfeited if bidder revokes his tender within validity period.
  - d) Tender without requisite EMD will not be considered for further evaluation.
- 2) The bidder should have PAN (Permanent Account number) and Service Tax Registration No.
- 3) The bidder's average annual financial turnover during the last three financial years ending 31st March'15 should be at least Rs. 136.12 lakhs.
- 4) The experience of having successfully completed or currently executing similar Job/ services during last 7 years ending on 28.11.2015 should be either of the following:-
- a) Three similar jobs / services with value not less than ₹ 181.50 Lakhs each.  
or
  - b) Two similar jobs / services with value not less than ₹ 226.86 Lakhs each.  
or
  - c) One similar job / service with value not less than ₹ 362.98 Lakhs.

"Similar Job / service" refers to "Providing of vehicles on hire (Daily/Monthly basis) for local and outstation duties".

**5) Ownership Criteria:**

The bidder should be owner of minimum number of 10 vehicles of Lower Segment and 08 number of vehicles of Medium Segment (for segments refer Annexure M), model having registration date not older than October, 2013.

Annexure-G of the tender document giving particulars regarding registration No., year of manufacture, model, and details of transfer of ownership, supported by copies of valid R.C. book and other documents duly attested by Notary Public and latest certificate (not older than six month from the last date of submission of bid) showing ownership of the vehicles issued by the concerned RTO. For firms registered as Proprietary firms / Partnership firms, ownership of vehicles in the name of firm / partner / proprietor shall be accepted. The above ownership condition is only for participation in the tender. However, after award of work the successful bidder has to deploy vehicles as per specifications/ scope of work/required quantum of vehicles within the stipulated mobilization period as detailed in respective clauses.

*Sanjay Phadnis*

**DOCUMENTS REQUIRED IN SUPPORT OF PRE-QUALIFYING REQUIREMENT:**

- a) EMD of Rs. 2,00,000/- (Rupees Two lakhs Only) (as per S.No. 1 of Annexure – “A”) in the form of Pay Order or Demand Draft in favour of BHEL, payable at New Delhi, must be submitted in a separate envelope.

**No interest shall be payable by BHEL on EMD amount.** The EMD shall be forfeited in case of:

- i) Withdrawal of bid or increase in rates or change in bid conditions after opening of the tender.
- ii) Refusal to enter into a contract after the award of contract.
- iii) If operations of the contract are not commenced from the date indicated in the award of contract.

The EMD will be refunded to the unsuccessful bidders within fifteen days of acceptance of award of work by the successful bidder(s) / expiry of the validity of the bid, whichever is earlier. ***The EMDs of the successful bidders shall be converted into Security Deposit.***

- b) Copy of PAN Card & Service Tax Registration Certificate duly signed and stamped by the bidder.
- c) Certified copy of Audited Balance Sheet and profits & loss Account statements of last three financial years i.e. FY 2012-13, 2013-14, 2014-15. In case of unavailability of Balance Sheet & Profit & Loss statement for FY 2014-15, CA certificate for the same shall be furnished.
- d) Copy of acknowledgements of IT return of last three financial years i.e. FY 2012-13, 2013-14, 2014-15 (AY 2013-14, 2014-15, 2015-16). Submission of acknowledgement of IT Return for FY 2014-15 (AY 2015-16) can be waived off only if the Balance Sheet with Profit and Loss Statement for FY 2014-15 is not prepared.
- e) Only work orders and supporting work experience certificates from the clients shall be submitted as proof against S.No.4 of PQR. For example: If you are qualifying as per SNo.4(b), only work orders and work completion certificates of 2 clients each costing not less than ₹ 226.86 Lakhs shall be furnished. In case of unavailability of Work Order, the bidder can submit the experience certificate only from the concerned customer specifically indicating the declaration of satisfactory performance, quantum and duration of work during last 7 years ending on publishing date of this enquiry. The certificates shall be issued by competent authority with his / her contact details mentioned, for verification purpose. BHEL reserves the right to verify the correctness of the certificates of the clients.

*Sanjay Bhaskar*

Technical Terms & Conditions / SpecificationsSCOPE OF WORK

- 1) The Service Provider shall provide AC Commercial Taxi cars registered in October 2013 or later as per the categorization mentioned in Annexure – "M".

The cars shall be provided at our office premises at BHEL House, Siri Fort, Asian Games Village, New Delhi / Noida / Gurgaon or at any other place intimated to the Service Provider for travel within or outside Delhi 'as and when required'.

BHEL expects that the empanelled operator shall have all types of vehicles for which they are quoting as per the details in Annexure-"M" in ready/working condition for providing of services.

**The anticipated total business volume during the contract period of two years towards hiring of vehicles shall be approx. ₹ 454/- lakhs in respect of BHEL Corporate Office & Power sector located in BHEL House.**

The above figure (₹ 454/- lakhs) is indicative for this tender only & does not guarantee the business volumes for the contract period of two years. This may increase or decrease depending upon BHELs actual requirements.

- 2) The Service Provider shall provide drivers with at least 3 years experience, adequate knowledge of reading, writing and spoken English / Hindi and in proper uniform having knowledge of different routes as well as minor repair of cars and holding valid driving licence. The drivers deputed for duty should be polite and must possess positive attitude in discharging their duty. The reporting time, place, address etc. should be strictly followed by Service Provider. The Service Provider must also provide a mobile phone to the driver of the vehicle sent for duty.
- 3) **UNIFORM:** Drivers should be neatly dressed with proper uniform and shoes.
- 4) **CONDUCT:** The Drivers should be polite and well behaved. Chewing of tobacco, smoking and drinking while on duty will not be tolerated and shall be treated as misconduct.
- 5) The vehicle provided by the Service Provider must be in excellent condition, should be neat and clean with towel covers, car perfumes etc. and must have proper and complete documents. The vehicles should comply strictly with the provision of pollution control in line with the directions of Supreme Court from time to time and should also comply with statutory regulations issued by State Transport Authorities / Central Govt. BHEL shall in no way be responsible for any liability arising due to non-compliance of statutory requirements/regulations w.r.t the vehicle as well as the driver.
- 6) In case of non-availability of requisitioned car, it will be the responsibility of the Service Provider to provide higher segment cars (model not older than October, 2013) at the same rates (requisite segment).
- 7) The Service Provider shall maintain the log sheet / duty slip (for vehicles deployed, on MONTHLY basis/Daily basis) as per Performa enclosed (Refer Annexure-"N" & "H", respectively). The log sheet / duty slip should be got signed by the driver from the user at the end of each journey which would indicate the details such as opening and the closing meter reading, point of starting / ending the

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journey, Places visited, date and time of release of vehicle by the user. For vehicles deployed on DAILY basis, specimen for log sheet/duty slip shall also form a part of the tender document.

For hiring on daily basis, 50 hard copies and a soft copy of Duty slip shall be given along with the issuance letter of award for empanelment. However further duplication of those duty slips will be the responsibility of the bidder. For monthly hiring, the log book will be provided by BHEL.

- 8) BHEL shall not permit / allow any change in the vehicles hired on monthly rate contract basis except due to breakdown or repair / servicing of the vehicle. Similarly, change in the driver for whatever reasons will not be acceptable. However in case the Service Provider is constrained to replace either the vehicle or driver, prior permission for the same may be obtained from the user of the vehicle.
- 9) In case of breakdown / servicing / repair, the Service Provider shall provide alternate vehicle of same make and model within two hours failing which the vehicle shall be hired from other sources at the risk and cost of the Service Provider.
- 10) BHEL reserves the right to inspect the vehicle prior to confirming the booking and fuel variant of vehicle.
- 11) BHEL intends to engage the Service Provider located in the vicinity of BHEL House, Asian Games Village up to 10 KMs.
- 12) Charges on the principle of "Garage-to-garage" as per actual distance will be permissible in respect of the journeys starting from places, other than BHEL House, Asiad & Advant Building, Sec 142, Noida.  
  
However, for journeys starting from and up to BHEL & Advant Building, Sec 142, Noida, garage-to-garage KMs for either side would be **restricted to maximum of 8 KMs each way** or the actual distance between BHEL House / Advant Building, Sec 142, Noida and the garage of the Service Provider, whichever is lower. For Advant Building, Sec 142, Noida, monthly requirement of Lower Segment vehicles shall be 5-7 and the same for 6-8 seater segment vehicles shall be 1. The daily/on call requirement of vehicles for our Noida office shall be 5-6 per month.
- 13) In respect of hiring on daily basis, **the computation of duty hours shall be from the time of reporting the vehicle to its release, duly signed by the user.** This requirement is mandatory for processing the bill for payment.
- 14) However, in respect of hiring on monthly basis, both time and the usage shall be on garage to garage basis.
- 15) Details of payment on account of extra hours & extra usage charges are given in the price bid format (Annexure-"L").
- 16) BHEL reserves the right to verify the correctness of any of the document like Service tax registration no., Vehicle Registration Certificate, etc. submitted by the bidder and also the fleet.
- 17) **Condition Of Taxies While On BHEL Duty**
  - a) The vehicle as required should be in perfect working condition, duly registered and insured, having requisite permit and taxes paid up to date. Taxies must comply with Central/State Government and Pollution Act.

*M. Anish Bhaskar*

- b) The vehicle(s) with registration October 2013 onwards shall only be accepted. The vehicles shall be kept clean and immaculate (from inside and outside) and as scratch free as possible.
  - c) The interior of the cabin must have appropriate additional fittings to provide good comforts and appearance like foot matting, high quality upholstery to provide comfort. Vehicle should have an operational music system fitted in.
  - d) Sparkling white (spotless) seat covers of good tapestry cloth shall be provided and shall be changed at least once in a week.
  - e) The vehicles suspension system shall be maintained in excellent conditions to provide good riding comfort.
  - f) The vehicle should be noise free. Any rattling, sound of loose nuts/bolts, windows, shutters, spare wheel, fan belt, loosely kept tool box, etc., should be completely done away with.
  - g) Battery, tyres, brakes, head-light beam adjustment, indicator and other lights, starter, wiper, window shutter should be in first class and smooth working condition. Retreaded tyres will not be acceptable.
  - h) The Driver must be in neat & clean white uniform with black shoes and white Cap and must possess a Mobile phone with roaming facilities in working condition.
- 18) **VEHICLE DOCUMENTS /ROAD PERMITS:** The vehicle(s) should be fit in all respect for operations in accordance with Motor Vehicle Act, Rules and existing laws as applicable from time to time and must be equipped with valid documents, i.e., Registration Book, Insurance Certificate, PUC certificate, Fitness Certificate, necessary Permit and with taxes, fees paid up to date during contract period. The bidder must provide copy of the above documents duly attested by Notary Public before vehicle is offered of inspection.
- 19) **OPERATIONAL REQUIREMENTS**
- a) Normally the taxis will be required to be used within the NCR limits of Delhi. Vehicle must have requisite permit for use of vehicle within NCR limit of Delhi. Vehicles not having requisite permit shall not be accepted for duty and action shall be taken as per Penalty Clause.
  - b) Service Provider shall be responsible to contact the dealing officer of BHEL daily either on telephone/ internet /electronically or by deputing his representative to obtain/collect instructions for daily deployment of vehicle, daily reports, change of vehicle/drivers, etc. Hence the Service Provider shall identify and intimate the name of one of his Managers, who should be computer literate, to interact with BHEL. The Service Provider should also own computer and internet facilities for the purpose.
  - c) Condition of the vehicle(s) should be as specified here above, failing which the vehicle may not be accepted on duty.
  - d) In case of daily basis requirement, if the vehicles owned by the Service Provider are not available, the Service Provider may provide vehicles owned by others which will conform to the BHEL specifications or higher specification at the same rates, terms and

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conditions of the contract. In case the Service Provider is unable to provide the services, BHEL will have the right to hire such vehicles from other sources at the risk and cost of the Service Provider.

- e) Fuelling of vehicle shall be carried out prior to reporting for duty and there should be adequate fuel for at least 24 hours of work / 250 km run for local duties. Necessary funds should be available with the driver to buy the fuel as well as for parking fee, toll etc. for outstation duties / in case of exigencies within NCR. In case vehicle runs short of requisite quantity of fuel or reports with less quantity of fuel, then it may not be accepted on duty. Under such circumstances, vehicle shall be treated as absent from duty and shall attract penalty as per penalty clause.
- f) Punctuality of time is an essential and important condition of the contract, failing which penalty as per penalty clause shall be imposed.
- g) In case any vehicle is withdrawn from duty by Service Provider or if Service Provider fails to provide vehicle in an acceptable condition, no payment shall be made to Service Provider for that day and penalty as per penalty clause shall be imposed which shall be recovered from the bills of Service Provider without any notice.
- h) In case a vehicle is absent from duty for continuous 7 days, then the same will be deemed to be a lapse of service on the part of the Service Provider and the same shall be hired from any other source(s).
- i) Disappearing from the site while on duty causing undue delay to an officer/ user may attract penalty as per penalty clause.
- j) Service Provider shall ensure that odometer, gauges, and other instruments used while driving of vehicle are in perfect working condition. In case of any defect detected/pointed out by BHEL authority /user, the Service Provider shall make all necessary repairs/ replacements promptly at his cost. The vehicle(s) having defective odometer shall not be put to use by BHEL and shall be treated as non-deployment of vehicle by the Service Provider and is liable to attract penalty as per penalty clause.. In case the same is put to use for unavoidable circumstances, decision of transport coordinator on km run shall be final and binding.

## 20) CREW

- a) The driver provided with the vehicle should be physically & medically fit, professionally sound and competent in all respect and holding valid professional license as prescribed under prevailing Motor Vehicle Rules/Act/any other applicable rules for this contract. Necessary alternatives/substitutes must be maintained in case of any disabilities of any member of crew, to avoid any disruption to vehicle's operations.
- b) In order to avoid mishap/accident, Service Provider shall ensure that only skilled driver(s) with sufficient experience in trade are deployed on vehicle(s) and they observe all rules/precautions in this regard. Service Provider shall ensure that driver(s) do not exceed normal safe speed limits. Service Provider shall further ensure that his crew is deployed on duty after adequate rest to avoid accident due to over-fatigue.
- c) The person's engaged/deputed by Service Provider for carrying out BHEL work should be well groomed, courteous, behave properly with BHEL employees/users and maintain punctuality and

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discipline. Driver should ensure safe opening and closing of doors of vehicle. If any person(s) engaged by Service Provider is found to be undisciplined or misbehaved or under influence of any intoxicant, BHEL may ask Service Provider to replace the same otherwise vehicle(s) may be refused to be accepted on duty of BHEL.

- d) It shall be the sole responsibility of Service Provider to obtain Character & Antecedent verification of his drivers(s)/crew from Police authorities concerned before deployment.

- 21) **SAFETY PRECAUTIONS:** Service Provider shall ensure that his crew would refrain from smoking or carrying any inflammable substance at Office/work place while on duty with BHEL. Service Provider and his representative(s) shall abide by usual and special rules regarding safety and security measures while on duty with BHEL as per safety regulations. In case of any defaults, BHEL reserves the right to:

- a) Ask the driver to remove the vehicle/leave the site. In this eventuality BHEL shall recover penalty as per penalty clause.
- b) In case of any damages caused due to such violations of safety regulations, BHEL shall recover cost of damages from Service Provider as assessed by BHEL.
- c) For violations/jeopardizing safety and security of BHEL's property and personal, BHEL reserves the right to terminate the contract with immediate effect, in addition to recovery of damages.

22) **INSURANCE**

BHEL shall not entertain any claim arising out of mishap, if any, that may take place. The Service Provider shall be fully responsible for any loss or damage to the vehicles or occupants and shall be liable to pay full compensation for any injury or any other loss to the passengers or third party. The following insurance shall be maintained by the Service Provider at his cost.

a) **Workmen's Compensation Insurance**

This insurance shall protect the Service Provider and BHEL against all claims applicable under the Workmen's Compensation Act 1948. This policy shall also cover the Service Provider against claim for injury, disability, disease or death of his or his sub-Service Provider's workmen which for any reason are not covered under the Workmen's Compensation Act 1948. This liability shall not be less than the Statutory Workmen's Compensation provision and Employees liability provisions.

b) **Vehicle Insurance**

The vehicles hired to BHEL must be fully and comprehensively insured covering risks including the risk to the driver and all passengers. This insurance shall protect the Service Provider and BHEL against all risks, claim for loss, injuries, disability, diseases or death of member of public including BHEL's men and damage to the property of others arising from the use of motor vehicles including operation irrespective of the ownership of such vehicles.

*Maulik Bhaskar*



c) General Liability Insurance

This insurance shall protect the Service Provider and BHEL against all claims arising from injuries, disability, diseases or death of member of public or damage to the property of others, due to any act of omission or commission on the part of Service Provider, his agent/representative & sub-Service Providers. This insurance shall also cover all the liability of Service Provider arising out of the clause entitled 'Defence of Suits' below.

The above are only an illustrative list of insurance covers normally required and it will be the sole responsibility of Service Provider to maintain all necessary insurance coverage to the extent both in time and amount to take care of all his liabilities either direct or indirect in pursuance to the contract.

A copy of cover note of policy shall be produced at the time of inspection of vehicle.

- 23) DEFENCE SUITS: If any action in court is brought by third party against BHEL or an officer or agent of BHEL for the failure or neglect on the part of Service Provider to perform any acts, matter, covenants or things under the contract or for any damage or injury caused by the alleged omission or negligence on the part of Service Provider, his agent/representative or his sub Service Providers, or drivers, the Service Provider shall in all such case be responsible and indemnify and keep BHEL and/or its representative harmless from all losses, damages, expenses or decrees arising out of such action.

24) LABOUR REGULATIONS/REGISTRATION AND DOCUMENTS:

- a) Service Provider shall abide by and follow the State and Central Government Labour Laws/Legislation, rules and regulations, statutory notifications, local self Government/ Municipal requirements and shall solely be responsible for any breach thereof. Service Provider shall completely indemnify BHEL, its officers / employees against any penalties/ prosecutions consequent to the violation (deliberate or inadvertent) of such statutory provisions that are in force.
- b) The Service Provider shall obtain at his own cost, necessary permits, licence, etc., as required under various laws from time to time for rendering the necessary services and the BHEL does not take any liability whatsoever on that account.
- c) The Service Provider shall at its own cost comply with the provisions of all Laws, Rules, Orders and Regulations and Notifications whether central or state or local as applicable to him or to this contract from time to time. These Acts/Rules include, without limitation, the following:
  - i Minimum Wages Act, 1948 and Rules & order and Notifications issued there under from time to time.
  - ii Contract Labour (Regulation and Abolition) Act-1970 with rules, orders and notifications made there under from time to time.
  - iii Industrial Dispute Act-1947 with rules, orders and notifications issued there under from time to time.
  - iv The Workmen's Compensation Act 1923 with rules, orders and notifications issued there under from time to time.
  - v Motor Transport Workers Act 1961 with rules, order and notifications issued there under from time to time.

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- vi Payment of Gratuity Act 1972 with rules, order and notifications issued there under from time to time.
- vii Service Provider shall obtain a certificate from ALC (C) regarding Labour Licence.
- viii Payment of Bonus Act 1965 with rules, order and notifications issued there under from time to time.
- ix Payment of Wages Act 1936 with rules, order and notifications issued there under from time to time.
- x Employees Provident Fund & Misc. Provisions Act 1952 with rules, order and notifications issued there under from time to time.
- xi ESI Act with rules, order and notifications issued there under from time to time.
- xii All other Act/Rules//Regulations, Bye-laws, other notifications etc. as applicable to the Service Provider or to this contract from time to time shall be applicable. Orders Notifications etc. presents or future as applicable to the Service Provider or to this contract from time to time, for providing necessary service /performing the aforesaid jobs.

All employees/personal deployed by Service Provider shall be the employees of the Service Provider.

BHEL will not have any liability to absorb them at any point of time nor can they claim any right for employment in BHEL. The Service Providers shall be responsible for any/all disputes arising between him and his personnel and keep BHEL indemnified by all losses, damages and claims arising thereof.

#### 25) ACCIDENTS/DAMAGES/CLAIMS LIABILITIES

- a) In event of any accident or damages while vehicle(s) is on BHEL's duty, BHEL shall be completely free from any liability of any nature connected with the accident/ damage(s). Service Provider himself will be fully and exclusively responsible for any damage to vehicle(s) or any personal injury to driver or any other person in employment of Service Provider, occupants of vehicle(s) or any person(s) or damage to any property or person. This includes any third party claims. However, if damage or loss is incurred to BHEL and/or its employees, as a result of any accident or any other reason involving failure of vehicle(s) /driver, sustain any damage, Service Provider shall reimburse on demand and without any demur the compensation/damages to BHEL and/or BHEL employee(s).
- b) BHEL shall not be responsible for any claim/compensation that arises due to damages/ injuries/ pilferage to the Service Provider's vehicle(s)/property, under any circumstances while the vehicle(s) is engaged for BHEL's duty.
- c) Service Provider may safeguard his interest through insurance at his own cost. However, BHEL's claim cannot be linked with payment by any such insurance(s) and Service Provider shall directly be liable to pay BHEL's claim. BHEL's claim can also not be linked with the outcome of the verdict of any tribunal or judicial authority, where the case might be pending.
- d) It is the responsibility of Service Provider to inform the user of vehicle as well as transport coordinator, the occurrence of any accident involving his vehicle(s), as early as possible to avoid any disruption of BHEL's operation, and provide substitute and submit a detailed report to transport coordinator within 24 hours for record of BHEL. The vehicle/site of accident may have to be inspected by representatives of BHEL in such an eventuality.
- e) Absence of vehicle due to accident may not be entitled for any exemptions from liabilities of contract, whatsoever. Arrangement of alternative/substitute is responsibility of Service Provider, unless otherwise exempted for reasons beyond Service Provider's control.

*Maulik Bhattacharya*

26) **PARKING**

- a) Service Provider shall ensure security arrangement/parking place(s) for his vehicle(s) deployed on BHEL duty for which BHEL does not take any responsibility whatsoever.
- b) However, while vehicle is on BHEL's duty, parking charges will be paid against production of original receipt, duly verified and counter signed by the user officer.

27) **REQUISITIONS BY LAW AND ORDER AUTHORITIES**

In case vehicle(s) hired from Service Provider for BHEL's duty are found to be involved in any theft case / pilferage, contract may be terminated immediately. No notice to Service Provider may be necessary in such cases. On this account, if state authority/police department seizes any vehicle, responsibility shall rest solely on Service Provider.

If taxi is seized by the government for any duty or otherwise, the Service Provider shall provide substitute taxi immediately.

28) **LOG BOOK MAINTENANCE**

- a) BHEL will provide separate Log Book at commencement of services and in the first working day of every month. It is a financial document to be preserved by Service Provider and its loss may lead to non-payment for the service provided.
- b) Separate Log Book for vehicles deployed on monthly basis and Duty Slip for vehicles deployed on daily basis are to be maintained for each vehicles. These shall be duly filled up and signed by the authorized user of BHEL. All the bills will be verified on basis of the details filled up in log sheet of the vehicle. If names and designation of user officer and details of KMs are not clearly mentioned, payment for such journeys may not be considered.
- c) The responsibility of getting log sheet/log book properly filled in, completed in all respect and tally of the distances run with place(s) visited shall be entirely rest with Service Provider/driver. Any unauthenticated entry/ cutting/ overwriting shall lead to non-payment for the service provided.
- d) For this purpose Service Provider must check the log sheet daily and in case of any discrepancy, same shall be brought to the notice of appropriate authorities.

29) **INSPECTION OF VEHICLES**

- a) The acceptance of vehicle on service of BHEL will be subject to inspection of vehicle, its documents relating to vehicle and driver by official(s) of BHEL or third party. Such inspections will be carried out initially before the first acceptance of vehicle and at an appropriate periodicity or by surprise checks at discretion of BHEL. The decision with regards to acceptance or rejection of the vehicle offered by the Service Provider shall remain with Incharge HR and his decision shall be final and binding.
- b) Any certificate, by any officer of Central or State Government authority, such as Motor Vehicle Inspector of RTO, etc., obtained or produced by the Service Provider stating that condition or specifications of the vehicle(s) offered to service of BHEL as satisfactory shall not supersede the discretion of BHEL regarding acceptability of the vehicle(s) to BHEL under this contract.

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- c) Once a particular vehicle and its documents have been approved for duty of BHEL on monthly/daily basis, that vehicle shall not ordinarily be changed during the period of contract except on being defective and another vehicle offered is of similar specifications.
- d) Inspection is also applicable as deemed necessary to substitute vehicle(s) provided by the Service Provider against any breakdown /maintenance.
- e) Any vehicle(s) on duty of BHEL is subject to the surprise checks by an authorized officer of BHEL for its operational condition and specifications or for carrying any unauthorized passengers or any conduct prejudicial to the interest or image of BHEL. In case of any default being detected action shall be taken as per provisions of contract including de-hiring, if necessary.

30) **SUBSTITUTE VEHICLES:**

In case vehicle goes off road due to any breakdown or accident, Service Provider will have to provide a substitute vehicle of same specifications and vintage within 2 hours. If the substitute vehicle is not provided no payment will be made for that day and the penalty will be imposed as per penalty clause of the contract. Prior information for such a change must be given to the In-charge Logistics or his authorized representative.

Commercial Terms & Conditions**1. RATE & PRICE VARIATION**

In case of award of contract, the hiring charges shall remain firm for a period of two years i.e. the ENTIRE PERIOD OF CONTRACT. However, price variation due to increase / decrease in the price of fuels (normal petrol/CNG/diesel as available at fuel stations in Delhi) shall be effective from the date of variation in the price of diesel/CNG/petrol as per formula given below. BHEL would allow price variation due to increase / decrease in fuel rates for the A variable component as mentioned formula below.

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

Where A = 0.30 in case of Diesel & Petrol

= 0.20 in case of CNG

Price variation clause shall not be applicable for item nos. A(4), A(5), B(3), C(3) and D(3) of the Price Bid Format (Annexure-"L"), i.e., extra charge per hr. and night halt charges per night.

The schedule of Price given in Price bid format (ANNEXURE-"L") is based on the current price of diesel (Rs. 45.90 per ltr) / Petrol (Rs. 61.20 per ltr) / CNG (Rs 38.00 per kg). These rates are Delhi based. Any increase/decrease of hiring rates shall be as per the PVC formula above which shall be based on this price of diesel / Petrol / CNG as the base price (applicable from the date of publishing of the tender). The price variation clause shall be applicable to the respective fuel variation for which prices will change. However for Daily hiring vehicles, Price variation clause shall be operated using changes in Diesel Rates only

**2. VALIDITY OF OFFERS**

The offers submitted by the parties shall be valid for a period of 3 months from the date of opening of Part-I bid and 2 months from the date of opening Part-II bid. Price bid opening shall be limited to techno-commercially acceptable bidders only. Further, BHEL reserves the right to reject the offer of bidder(s) without assigning any reason.

**3. VALIDITY OF CONTRACT**

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

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#### 4. TERMINATION OF CONTRACT

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

#### 5. TERMS OF PAYMENTS

In case of award of the work, the payment will generally be made on a monthly basis within 30 days after receipt of the computerized bill in duplicate and verification within BHEL by actual user and certification by Officer-In-Charge for satisfactory completion of the work. No advance money will be paid under any circumstances. Also no interest shall be paid due to delay in making the payment.

The bills in duplicate along with duty slips duly signed by the user of the vehicle or his representative should be sent to BHEL within 30 days after the use of vehicles. It should be ensured that there is no overwriting in the duty slip. Duty slip without signature of the user at the specified places shall not be accepted for payment.

6. The maintenance cost, charges of fuel, road tax, challans, salary of the driver, the overtime of driver etc. are the responsibility of the Service Provider and will be borne by the Service Provider. BHEL will, however, reimburse State levies / taxes for outstation journeys (for single entry only) at actuals on submission of receipts in original along with the bill.
7. Parking charges, Toll tax, Service Tax and DND payments, as applicable from time to time shall be extra and borne as per actuals by BHEL on submission of documentary proof (original receipt) along with the bill. In case of hiring of commercial vehicles for use in NCR on daily/monthly basis, state entry taxes/levies (without service tax) shall also be payable at actual against production of documentary evidence. Operators should also ensure that toll taxes of contiguous states should be prepaid (on monthly basis), well in advance on very first day of the month
8. **INSURANCE:** The vehicle provided must be fully and comprehensively insured (latest copy of insurance cover to be enclosed.)
9. **BUSINESS DISTRIBUTION:** BHEL intends to distribute the work load to 5 Service Providers / agencies with larger share to the lowest bidder, viz., the L1 bidder. The distribution shall be in following manner
  - a) **In case of empanelment of 5 Service Providers / agencies:** The L1 bidder will be apportioned 30% of the business volume and the remaining 4 successful bidders agreeing to match the L1 rates (Cost to Company) would share the balance business equally.
  - b) **In case of empanelment of 4 Service Providers / agencies:** The L1 bidder will be apportioned 35% of the business volume and the remaining 3 successful bidders agreeing to match the L1 rates (Cost to Company) would share the balance business equally.
  - c) **In case of empanelment of 3 Service Providers / agencies:** The L1 bidder will be apportioned 40% of the business volume and the remaining 2 successful bidders agreeing to match the L1 rates (Cost to Company) would share the balance business equally.

*M. Anil Bhaskar*

No objection to such distribution by Service Provider / agency, if any, shall be entertained. However, this shall further be subject to availability of the required vehicles, reliability of Services, dependability of the operator in providing the required services, etc.

10. The cars sent to BHEL against requisition shall have all relevant documents like registration Book / Driving License of driver / Insurance / Valid Pollution Certificate, etc. BHEL shall not be responsible in any way for non-conformance to any of the Rules & Regulations in respect of the vehicle OR the driver, laid down by the concerned authorities from time to time.

**11. PAYMENTS FOR LOCAL JOURNEYS**

The payment for local journeys will be regulated on the following basis:

- a) For journeys up to 40 KMs & 4 hrs (S. No. A1 of Price Bid) : The payment will be regulated on the itemized rates finalized for S.No. A1 of the Price Bid.
- b) For journeys beyond 40 KMs and less than 80 KMs & beyond 4 hrs and less than 8 hrs.: The payment for the journeys beyond 40 KMs and up to 80 KMs and beyond 4 hrs and up to 8 hrs., will be regulated on the itemized rates finalized for S.No. A1 of the Price Bid. In addition, the amount payable for extra KM charges (S.No. A3 of Price Bid) & extra hour charges (S.No. A4 of Price Bid) will be calculated and payment will be made.
- c) For Journey less than 40 Km and beyond 4 hours: In such cases per hour extra time charges limited to 4 hours shall be 1.5 times the rate of extra hour as mentioned in scheduled rates.
- d) For journeys upto & beyond 80 KMs & 8 hrs: For the journeys upto & beyond 80 KMs & 8 hrs., the payment will be regulated on the itemized rates finalized for S.No. A2 of the Price Bid. In addition, the amount payable for extra KM charges (S.No. A3 of Price Bid) & extra hour charges (S.No. A4) will be calculated and payment will be made.
12. **PAYMENT FOR OUTSTATION JOURNEYS**: For outstation journeys payment will be restricted to actual KM traveled with minimum of 200 KMs per day. The per KM rate & night charges finalized for S.No. A4, A5 & A6 of the Price Bid will also be applicable for payment of outstation journeys.
13. Night halt charges will be made for outstation journeys only. Ghaziabad, Noida, Gurgaon, Faridabad and other contiguous towns will not be considered as "outstations". Hence no night charge will be payable for the above stated place. However, in such cases, extra hours of duty, as applicable, shall be payable as per the schedule of rates.
14. Service Provider shall be solely responsible for payment of wages / salaries and allowances to his personnel that might become applicable under any act or order of Govt. from time to time during the validity of the contract. BHEL shall have no liability whatsoever on this account (i.e. Statutory compliance with regard to vehicle and also the driver deployed including the wages, allowances, and extra hours charges etc. of the driver deployed).
15. All the payment shall be made against submission of "**COMPUTERIZED BILLS**" only. Since, there is provision of Two type of Hiring (3000 kms with 300 hrs of duty or 2500 kms with 300 hrs of duty) , therefore, the processing of bills of vehicles hired on monthly basis shall be according to the type of monthly hiring which best suits in the interest of BHEL

*Manish Bhaskar*

16. BHEL reserves the right to reject any or all quotations without assigning any reason whatsoever. Quotation of the parties which have been black-listed / debarred / banned by PSUs / kept on hold by any office of Delhi-based Divisions of BHEL during the last three years will be rejected. **Incomplete bids, in any term, are liable to be rejected.**
17. **TAX DEDUCTION AT SOURCE:** Tax shall be deducted at source from the running bill as per applicable Income Tax Rules and other statutory requirements.
18. **Deviations:** Deviations, if any, may be enumerated in the format enclosed (Annexure L). BHEL at its discretion may agree in full or part or totally reject deviations sought by the bidder(s). BHEL will consider the deviations if the same are specified in the deviation format, or else it will be considered that there is no deviation taken. Deviations, if any, mentioned elsewhere in bid apart from Annexure I – “FORMAT FOR SEEKING DEVIATION” (whether Techno-commercial bid or Price bid) shall be treated as null and void by BHEL.

**19. EVALUATION CRITERIA**

- a) BHEL's "Schedule of Hiring Rates" for different model cars is enclosed (reference Price Bid Format (Annexure-"L").
- b) The bidders are required to fill **Either % Above OR % Below OR 0%** in the box provided in the Price Bid Format. Bidders may please note that the % quoted shall be applicable for all models/ segments of cars, and all other items mentioned in the concerned group in the "Schedule of Hiring Rates" (refer Price Bid Format).
- c) In the event of more than one bidder having quoted identical lowest rates and there is a tie amongst the bidders, the respective bidders would be asked to submit their revised rates. This process would continue till the distinct L1 rate (Cost to Company) is arrived.
- d) BHEL shall work out the revised "Schedule of Rates" after consideration of combined effect of your quote in the price bid plus quantum of service tax, as applicable to respective bidder and accordingly arrive at the L1 rates (Cost to Company).
- e) Based on the above, the bidders would be ranked from L1 position in ascending order. Since BHEL intends to empanel maximum 5 parties, counter-offer of L1 Schedule of Rates shall be offered to the next higher bidder in the rank for acceptance, i.e., L2 & so on. The empanelment of second party shall be subject to matching the L-1 rates (Cost to Company). In case no other bidder matches the L1 rates for empanelment, BHEL reserves the right to award the contract for the entire scope of work on L1 bidder.

**20. PENALTY CLAUSE**

- a) *Penalty in case of daily duty:* Based upon the feedback of the user on duty slip w.r.t quality of service, non-functioning of AC & misconduct of driver, not maintaining condition of vehicle as described in NIT etc., BHEL reserves the right to deduct 10% charges of that specific duty.
- b) *Penalty in case of monthly hiring:* In event of any misconduct / misbehavior of the driver / shabby condition of the vehicles / non-functioning of A.Cs / non-availability of car perfume, towel etc., the charges on pro-rata basis\* + ₹ 500/- for that particular day shall not be payable.

*M. Anish Bhargava*



*\*Charges on pro-rata basis shall be calculated on the basic rate of 2500 km & 300 hrs or 3000 Km & 300 hrs whichever is applicable.*

- c) *Penalty in case of non-availability of monthly vehicle:* In case of non-availability of the vehicle, the charges on pro-rata basis\* + ₹ 500/- per day shall be deducted from monthly bill.

*\*Charges on pro-rata basis shall be calculated on the basic rate of 2500 km & 300 hours or 3000 Km & 300 hrs whichever is applicable.*

- d) Generally, a prior notice of two hours will be given to the Service Providers for providing / arranging the vehicle. In case of non-reporting / refusal to provide the requisite car, the same may be hired from any other source(s) at the risk and cost of the Service Provider. The difference, if any, between the agreed hiring rates with the Service Provider and the amount payable by BHEL in the event of not providing the vehicle will be recovered from the Service Provider from the running bills. Repeated refusals by the party will be viewed seriously and appropriate action, (imposing a fine of Rs 300/- on every 3<sup>rd</sup> refusal in a month OR Terminating providing of business for the next 10 days from the date of 3<sup>rd</sup> refusal ) as deemed fit, will be initiated against such defaulting party. BHEL's decision in this regard shall be final.
- e) *Penalty in case of misconduct:* Chewing tobacco, smoking, consumption of Narcotics and drinking (consumption of alcoholic beverages) during duty will not be tolerated and the same shall be treated as misconduct. The penalty shall be as per the rates indicated at (a) and (b) above for daily & monthly hiring respectively. BHEL decision in this regard shall be final & binding.
- f) In case vehicle leaves the duty earlier than the stipulated duty hour on its own volition, then payment of daily fixed charge shall be made on pro-rata basis. However, an LD of Rs 100/- per day shall also be imposed for early departure from duty.
- g) In case, vehicle develops some defect enroute and is unable to complete assigned journey thereafter, and if Service Provider fails to arrange a substitute vehicle within 2 hours of such breakdown, no charges will be paid. In addition, expenditure incurred by BHEL on hiring another vehicle, if any, will also be recovered from the Service Provider.
- h) In case, vehicle is accepted on duty due to operational requirements, at the discretion of BHEL, though it may not meet the requirements as per given specification, an LD @ Rs 200/- per vehicle shall be imposed.
- i) A delay of each 30 minutes shall normally be ignored. However, every 30 minutes delay in reporting of vehicle each day will not be acceptable as a routine and BHEL shall take cumulative count for such delays for imposing LD on hourly rates.
- j) In case driver is not in proper uniform or not having working mobile phone with Roaming facilities or the vehicle is not meeting the specified requirement, the vehicle may not be accepted for duty and in case of acceptance in emergency situation, a penalty of Rs 200 shall be levied on the Service Provider.

21. BHEL reserves the right to opt for reverse auction for arriving at L1 rates for awarding the contract. Price bid opening / participation in Reverse Auction shall be in respect of techno-commercially acceptable bidders only.

22. BHEL reserves the right to scrap the tender at any time without assigning any reason.

*a/ anish Bhaskar*

General Terms & Conditions**1. ARBITRATION**

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

Subject as aforesaid, the provisions of Arbitration and Conciliation Act, 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder 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.

**2. LAWS GOVERNING THE CONTRACT**

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

**3. JURISDICTION OF COURT**

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

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

- a) If the Service Provider / Service Provider fails to provide the required services as per the Contract / fails to deliver the goods or materials or any instalment thereof within the period(s) fixed for such delivery or delivers goods or materials not of the contracted quality and failing to adhere to the contract specifications or at any time repudiates or otherwise abandons the contract before expiry of such period or refuses or is unable to supply / provide goods / services or materials covered by the Order/Contract either in whole or in part or otherwise fails to perform the Order/Contract or commits any breach of the Order/Contract not herein specifically provided for or in the event of the

*Amish Bhaskar*

death or insanity or if the Seller/Service Provider being an individual or if a firm on a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the Order/Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolved under the Partnership Act or if the Seller/Service Provider (Service Provider) being a company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager, the purchaser without prejudice to his right to recover any expenses, losses or damages to which the purchaser may be put to incur or sustain by reason of the Seller/Service Provider's default or breach of Order/Contract shall be entitled to cancel the Order/Contract either in whole or portion thereof without compensation to the Seller/Service Provider (Service Provider) and if the purchaser so desires, he may procure upon such terms and in such manner as he deems appropriate, stores not so delivered or others of a similar description where stores exactly complying with particulars are not, in the opinion of the purchaser, which shall be final, readily procurable, at the risk and cost of the Seller/Service Provider (Service Provider) and the Seller/Service Provider (Service Provider) shall be liable to the purchaser for any excess costs provided that the Seller/Service Provider (Service Provider) shall continue the performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The Seller/Service Provider (Service Provider) shall on no account be entitled to any gain on such repurchases.

- b) Cost of the purchases/service made by the Purchaser/Service taker at the risk and cost of the seller/Service Provider (Service Provider) shall be worked out after levying 30% overheads as departmental charges on the cost of materials / services so purchased/hired.

*a/ Laxmi Bhaskar*

**COMPOSITION OF BIDS**

Bidders are requested to quote in two parts as given below. However for quotation submitted in single bid against our requirement of two part bid will be considered only if the bid is techno-commercially accepted without seeking any clarifications/missing documents from the bidder. Otherwise, the bid is liable to be rejected.

Bids shall be dropped in Tender Box located near to security office at Front Gate Reception, BHEL House, Siri Fort, New Delhi-110049 latest by 1400 Hrs on or before the due date (14.12.2015), in two parts as given below.

**a) Part – I (Techno-Commercial Bids)**

The part-I bid shall contain all details and documents as given below. No Price details are to be furnished in Part-I of the bid

- 1) EMD (as per of Annexure – “A”) by way of Banker’s cheque/DD drawn in favour of ‘BHEL’ payable at Delhi.
- 2) Copies of Certificate of Incorporation / copy of the partnership deed / instrument of Partnership.
- 3) Certified copy of Balance Sheet and profits & loss Account statements of last three financial years i.e. FY 2012-13, 2013-14, 2014-15. In case of unavailability of Balance Sheet & Profit & Loss statement for FY 2014-15, CA certificate for the same shall be furnished.
- 4) Copy of acknowledgements of IT return of last three financial years i.e. FY 2012-13, 2013-14, 2014-15 (AY 2013-14, 2014-15, 2015-16). Submission of acknowledgement of IT Return for FY 2014-15 (AY 2015-16) can be waived off only if the Balance Sheet with Profit and Loss Statement for FY 2014-15 is not prepared.
- 5) List of clients with names, address and contact nos. of concerned officials.
- 6) Photocopies of Registration Books of at least 20 nos. cars and atleast 1 car of each type registered as taxis along with the latest and valid insurance covers. Original R.C Books would be physically verified before finalization of the empanelment of the parties.
- 7) Copies of Work Orders/ award letters (indicating duration of contract, Quantum of business handled) along with certificates of successful completion in support of proof of experience for the jobs/ services executed by the bidders during last 7 years ending on 30.09.2015 as against SNo.4 of Pre-Qualifying Criteria.  
Only work orders and supporting work experience certificates from the clients shall be submitted as proof against S.No.4 of PQR. In case of unavailability of Work Order, the bidder can submit the experience certificate only from the concerned customer specifically indicating the declaration of satisfactory performance, quantum and duration of work during last 7 years ending on 30.09.2015. The certificates shall be issued by competent authority with his / her contact details mentioned, for verification purpose. BHEL reserves the right to verify the correctness of the certificates of the clients.
- 8) Pre qualifying Requirement (Annexure-“A”)
- 9) Technical Terms & Conditions (Annexure-“B”)
- 10) Commercial Terms & Conditions (Annexure-“C”)
- 11) General Terms and Conditions (Annexure-“D”)
- 12) Composition Of Bids (Annexure-“E”)

*anish Bhambhani*

- 13) Details of Business (Annexure-F).
- 14) Details of Vehicle (Annexure-G)
- 15) Vehicle Duty Slip (Annexure-"H")
- 16) Acceptance Letter/Deviation Certificate (Annexure-"I")
- 17) Declaration (Annexure-"J")
- 18) NEFT Format (Annexure-"K")
- 19) Unquoted Price Bid Format (Annexure-"L")
- 20) List of cars (Annexure-"M")
- 21) Log Sheet (Annexure-"N")
- 22) Declaration Regarding The Status Of The Firm And Abatement (Annexure – "O")
- 23) Service Tax Notification (Annexure "P")

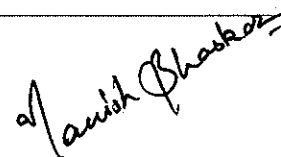
**b) Part – II (Price Bid)**

Part II bid shall comprise of Price Format (Annexure-"L"), duly filled, as per the enclosed instructions/details

*a/ Anil Bhaskar*

DETAILS OF BUSINESS

1	Name of the firm/Authorized Representative	
2	Status of Firm (whether HUF, individual etc.)	
3	Address for communication	
4	Registered Office, if any :	
5	Location of Garage(s) :	
6	Telephone No.            (Office) (Res) (Garage) (Mobile) (Fax) (email Address) (Website Address-if any)	
7	Name of proprietor / partner	
8	Name of Bankers	
9	Date / year of commencement of Business	
10	Service Tax - Registration No.	
11	Any other information	



**Annexure G****Details of Vehicles owned**

(attach separate sheet in the following format).

S.No.	Registration No.	Make	Model	Month/Year of Manufacturing
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				
16.				
17.				
18.				
19.				
20.				

Signature  
( Seal )

*anish Bhanu*



भारत हेवी इलेक्ट्रिकल्स लिमिटेड  
Bharat Heavy Electricals Limited

VEHICLE DUTY SLIP

**TO BE FILLED BY THE OPERATOR**

1. Name of the Operator: \_\_\_\_\_ 2. Dated: \_\_\_\_\_

Vehicle No.: \_\_\_\_\_

4. Driver Name: \_\_\_\_\_ 5. Driver Mobile No.: \_\_\_\_\_

Name & Mobile no. of the user: \_\_\_\_\_

KM reading at Garage: \_\_\_\_\_ 8. Place of Reporting: \_\_\_\_\_

8. KM reading & time at place of reporting \_\_\_\_\_

\_\_\_\_\_  
Signature of User

**TO BE FILLED BY THE USER**

Places Visited: \_\_\_\_\_

Date & Time of releasing of vehicle: \_\_\_\_\_  
(To be invariably indicated by the user)

Place and KM reading at the time of releasing the vehicle: \_\_\_\_\_  
(To be invariably indicated by the user)

Signature of the user at the time of release: \_\_\_\_\_

Distance (in KM) from place of release to garage: \_\_\_\_\_  
(TO BE FILLED BY THE OPERATOR)

*anish Bhanu*



Remarks/Feedback of the user wrt quality of the service
Signature of User

**Note:**

1. For all purposes the distance from Garage to Place of Duty & back to Garage shall be considered as per the details given by the operator in their offer.
2. Usage shall be considered as Garage to Garage basis.
3. Duty hours shall be from the time of reporting to the time of releasing the vehicle by the user.  
*(Mandatory for the duties for daily hiring.)*
4. For the reporting & releasing place being BHEL House, Siri Fort, Delhi-49, the distance from & to Garage shall be limited to 8 KMs or actual, whichever is less.
5. No over writing; unless duly authorized/signed by the user shall be acceptable.
6. BHEL reserves the right to reject /cancel any incomplete duty slip.
7. In case of any discrepancies, BHEL reserves the right to verify any details from the concerned user & the decision of BHEL shall be final.

*auth. Blanket*

**ACCEPTANCE LETTER / 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 followings:  
(Give reference to Clause Nos. of Terms & Conditions which are not acceptable)

1.

2.

3.

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. \_\_\_\_\_ dated \_\_\_\_\_. 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

*Santhosh Bhaskar*

**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

*anil Bhaskar*

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:

*anil Bhaskar*

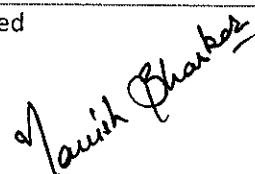
**PRICE BID FORMAT**

<b>DAILY BASIS (All fuel Variant)</b>					
S.No	PARTICULARS	Medium Segment (Rs.)	6-8 Seater Segment (Rs.)	Premium Segment (Rs.)	Deluxe Segment (Rs.)
A1	Up to 40 Kms. & 04 hrs.	600	676	1100	900
A2	Upto 80 Kms. & 08 hrs	1200	1351	2200	1800
A3	Extra Charges per KM (for in station journeys)	11	12	21	16
A4	Extra charges per hr.	48	58	74	65
A5	Night Halt Charges for outstation journeys only (Per night)	115	154	167	158
A6	Charges for Outstation Journey (Min <b>200</b> km perday)	10	11	20	15

<b>MONTHLY BASIS (Diesel)</b>					
S.No	PARTICULARS	Lower Segment (Rs.)	Medium Segment (Rs.)	6-8 Seater Segment (Rs.)	Deluxe Segment (Rs.)
B1	3000 Kms & 300 hrs.	28668	40954	41978	42154
B2	2500 Kms & 300 hrs.	25639	36000	37882	38379
B3	Extra charges per KM	8	11	12	16
B4	Extra charges per Hrs.	38	48	58	65

<b>MONTHLY BASIS (Petrol)</b>						
S.No	PARTICULARS	Lower Segment (Rs.)	Medium Segment (Rs.)	6-8 Seater Segment (Rs.)	Premium Segment (Rs.)	Deluxe Segment (Rs.)
C1	3000 Kms & 300 hrs.	31506	45008	46134	44931	46327
C2	2500 Kms & 300 hrs.	28177	39564	41632	41143	42178
C3	Extra charges per KM	8	11	12	21	16
C4	Extra charges per Hrs.	38	48	58	74	65

<b>MONTHLY BASIS (CNG)</b>			
S.No	PARTICULARS	Lower Segment (Rs.)	Medium Segment (Rs.)
D1	3000 Kms & 300 hrs.	27206	38865
D2	2500 Kms & 300 hrs.	24331	34164
D3	Extra charges per KM	8	10
D4	Extra charges per Hrs.	38	48



**NOTE:**

- 1.) For outstation trips, payment will be restricted to actual KM travelled with minimum 200 KMs per day.
- 2.) Ghaziabad, NOIDA, Gurgaon, Faridabad & other contiguous towns will not be considered as "outstations".
- 3.) Night halt will be given for outstation journeys only.
- 4.) The rates will be rounded off to the nearest of Rupee 1/= (Paise 50 or more will be rounded to Rupee 1.00 and less than 50 paise will be ignored).
- 5.) The maintenance cost, charges of fuel, road tax, salary of driver and overtime, challans etc. are to be borne by the Service Provider.
- 6.) Parking charges/toll tax/DND Payments (without any service tax) and service tax payment, as applicable from time to time shall be extra and borne at actuals by BHEL on certification by the user on submission of documentary proof (original receipt). BHEL will also reimburse State levies / taxes for outstation journeys (for single entry only) at actuals on submission of receipts in original.
- 7.) List of cars / segments is given in Annexure – "M".

**Evaluation Criteria:** The bidders are required to fill % Above or % Below or 0% in the box provided below. Bidders may please note that the % quoted will be applicable for all model of cars and segments and all other items mentioned in the "Schedule of Rates".

BHEL shall work out the revised "Schedule of Rates" after consideration of combined effect of your quote in the price bid plus quantum of service tax, as applicable to respective bidder and accordingly come up with the L1 rates (Cost to Company)

Based on the outcome of Price Bid Opening, the bidders would be ranked from L1 position in ascending order. Since BHEL intends to empanel maximum 5 parties, counter-offer of L1 bidder (Cost to company) shall be given to the next higher bidder in the rank, i.e., L2 & so on. The empanelment of second party shall be subject to matching the L-1 rates (Cost to Company). *In case no other bidder matches the L1 rates (Cost to Company) for empanelment, BHEL reserves the right to award the contract for the entire scope of work to L1 bidder.*

S.No.	Descriptions	Individuals/Partnership Firms/HUF (Amount in Rs.)	Others (Public Ltd., Pvt. Ltd., etc.) (Amount in Rs.)
1	Quoted percentage (%) on all components of Schedule of Rates. 1) If quoted % is above then Prefix "+" the value 2) If quoted % is below then Prefix "-" the value 3) If no change, just write 0		
2	Percentage of Service Tax payable by the party for the work		
		If claiming abatement, write 0%, in the box above If not claiming abatement, write 60%, in the box above	If claiming abatement, write 40% in the box above If not claiming abatement, write 100% in the box above
3	Percentage of Service tax payable by the BHEL as service recipient under reverse charges	40% payable by BHEL	0%

*Navin Bhaskar*

LIST OF CARSLOWER

Ritz  
Swift  
Tata indica  
(or equivalent)

MEDIUM

Swift dzire  
Toyota Etios  
Tata indigo  
Xcent  
(or equivalent)

6-8 SEATERS

Innova  
(or equivalent)

DELUXE

Honda City  
Nissan Sunny  
Ciaz  
(or equivalent)

PREMIUM

Toyota Corolla Altis  
(or equivalent)

*Navin Bhaskar*





**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](http://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.

Signature

With name, Designation & seal of the firm

*Handwritten signature: Anil Bhatnagar*

**Service Tax Notification**

Government of India  
Ministry of Finance  
(Department of Revenue)

**Notification No. 26/2012- Service Tax**

New Delhi, the 20<sup>th</sup> June, 2012

G.S.R..... (E). - In exercise of the powers conferred by sub-section (1) of section 93 of the Finance Act, 1994 (32 of 1994) (hereinafter referred to as the said Act), and in supersession of notification number 13/2012- Service Tax, dated the 17<sup>th</sup> March, 2012, published in the Gazette of India, Extraordinary, Part II, Section 3, Sub-section (i) *vide* number G.S.R. 211 (E), dated the 17<sup>th</sup> March, 2012, the Central Government, being satisfied that it is necessary in the public interest so to do, hereby exempts the taxable service of the description specified in column (2) of the Table below, from so much of the service tax leviable thereon under section 66B of the said Act, as is in excess of the service tax calculated on a value which is equivalent to a percentage specified in the corresponding entry in column (3) of the said Table, of the amount charged by such service provider for providing the said taxable service, unless specified otherwise, subject to the relevant conditions specified in the corresponding entry in column (4) of the said Table, namely:-

Table

Sl. No.	Description of taxable service	Percentage	Conditions
(1)	(2)	(3)	(4)
1	Services in relation to financial leasing including hire purchase	10	Nil.
2	Transport of goods by rail	30	Nil.
3	Transport of passengers, with or without accompanied belongings by rail	30	Nil.
4	Bundled service by way of supply of food or any other article of human consumption or any drink, in a premises ( including hotel, convention center, club, pandal,	70	(i) CENVAT credit on any goods classifiable under Chapters 1 to 22 of the Central Excise Tariff Act, 1985 (5 of 1986) used for providing the taxable service, has not been taken under the provisions of the CENVAT Credit Rules,

*a/ Lawit Bhambhani*

	shamiana or any other place, specially arranged for organizing a function) together with renting of such premises		2004.
5	Transport of passengers by air, with or without accompanied belongings	40	CENVAT credit on inputs and capital goods, used for providing the taxable service, has not been taken under the provisions of the CENVAT Credit Rules, 2004.
6	Renting of hotels, inns, guest houses, clubs, campsites or other commercial places meant for residential or lodging purposes.	60	Same as above.
7	Services of goods transport agency in relation to transportation of goods.	25	CENVAT credit on inputs, capital goods and input services, used for providing the taxable service, has not been taken under the provisions of the CENVAT Credit Rules, 2004.
8	Services provided in relation to chit	70	Same as above.
9	Renting of any motor vehicle designed to carry passengers	40	Same as above.
10	Transport of goods in a vessel	50	Same as above.
11	Services by a tour operator in relation to,-  (i) a package tour	25	(i) CENVAT credit on inputs, capital goods and input services, used for providing the taxable service, has not been taken under the provisions of the CENVAT Credit Rules, 2004. (ii) The bill issued for this purpose indicates that it is inclusive of charges for such a tour.
	(ii) a tour, if the tour operator is providing services solely of arranging or booking accommodation for any person in relation to a tour	10	(i) CENVAT credit on inputs, capital goods and input services, used for providing the taxable service, has not been taken under the provisions of the CENVAT Credit Rules, 2004.  (ii) The invoice, bill or challan issued indicates that it is towards the charges for such accommodation.  (iii) This exemption shall not apply in such cases where the invoice, bill or challan issued by the tour operator, in relation to a tour,

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			only includes the service charges for arranging or booking accommodation for any person and does not include the cost of such accommodation.
	(iii) any services other than specified at (i) and (ii) above.	40	(i) CENVAT credit on inputs, capital goods and input services, used for providing the taxable service, has not been taken under the provisions of the CENVAT Credit Rules, 2004. (ii) The bill issued indicates that the amount charged in the bill is the gross amount charged for such a tour.
12.	Construction of a complex, building, civil structure or a part thereof, intended for a sale to a buyer, wholly or partly except where entire consideration is received after issuance of completion certificate by the competent authority	25	(i) CENVAT credit on inputs used for providing the taxable service has not been taken under the provisions of the CENVAT Credit Rules, 2004. (ii) The value of land is included in the amount charged from the service receiver.

*Explanation. –*

A. For the purposes of exemption at Serial number 1 -

- (i) The amount charged shall be an amount, forming or representing as interest, i.e. the difference between the installments paid towards repayment of the lease amount and the principal amount contained in such installments;
- (ii) the exemption shall not apply to an amount, other than an amount forming or representing as interest, charged by the service provider such as lease management fee, processing fee, documentation charges and administrative fee, which shall be added to the amount calculated in terms of (i) above.

B. For the purposes of exemption at Serial number 4 -

The amount charged shall be the sum total of the gross amount charged and the fair market value of all goods and services supplied in or in relation to the supply of food or any other article of human consumption or any drink (whether or not intoxicating) and whether or not supplied under the same contract or any other contract, after deducting-

*ananta Bhaskar*

(i) the amount charged for such goods or services supplied to the service provider, if any; and

(ii) the value added tax or sales tax, if any, levied thereon:

Provided that the fair market value of goods and services so supplied may be determined in accordance with the generally accepted accounting principles.

C. For the purposes of exemption at Serial number 12 –

The amount charged shall be the sum total of the amount charged for the service including the fair market value of all goods and services supplied by the recipient(s) in or in relation to the service, whether or not supplied under the same contract or any other contract, after deducting-

(i) the amount charged for such goods or services supplied to the service provider, if any; and

(ii) the value added tax or sales tax, if any, levied thereon:

Provided that the fair market value of goods and services so supplied may be determined in accordance with the generally accepted accounting principles.

2. For the purposes of this notification, unless the context otherwise requires,-

a. "chit" means a transaction whether called chit, chit fund, chitty, kuri, or by whatever name by or under which a person enters into an agreement with a specified number of persons that every one of them shall subscribe a certain sum of money (or a certain quantity of grain instead) by way of periodical installments over a definite period and that each subscriber shall, in his turn, as determined by lot or by auction or by tender or in such other manner as may be specified in the chit agreement, be entitled to a prize amount,

b. "package tour" means a tour wherein transportation, accommodation for stay, food, tourist guide, entry to monuments and other similar services in relation to tour are provided by the tour operator as part of the package tour to the person undertaking the tour,

c. "tour operator" means any person engaged in the business of planning, scheduling, organizing, arranging tours (which may include arrangements for accommodation, sightseeing or other similar services) by any mode of transport, and includes any person engaged in the business of operating tours,

3. This notification shall come into force on the 1st day of July, 2012.

[F.No. 334 /1/ 2012-TRU]

(Rajkumar Digvijay)

Under Secretary to the Government of India

*a/ Anil Bhasin*

