

**BHARAT HEAVY ELECTRICALS LIMITED**

BHEL House, Siri Fort, New Delhi-110049

Tender No. AA:GAX:16:DLY:201

Dated: DD/MM/YYYY

Bid Submission: 20/05/2016 by 14:30 hrs

Bid Opening: 03/06/2016 at 15:00 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 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". Bidders have to provide the vehicle for above requirements in compliance with norm set by NGT/SC/Govt / others statutory body to operate taxi in Delhi/NCR region

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 **(03.06.2016)**.

The requirement of BHEL are for its offices located at Delhi & Noida. Office & Location wise requirement is given at S.No. 2 of Annexure B.

Bidder can quote against 3 options; 1) BHEL offices located at Delhi only, 2) BHEL offices located at Noida only; 3) BHEL offices located at both the locations (Delhi and Noida). There is separate Pre-Qualifying Requirement, Evaluation Criteria, etc. for the bidder quoting for Delhi only / Noida only / Both Delhi and Noida.

Bidder must tick against the option, as given below, for which they are offering their quote. Evaluation details for each option is mentioned at Clause No. 19 of Annexure C.

Option A	Option B	Option C
BHEL office located at Delhi Only	BHEL office located at Noida Only	BHEL office located at both the locations (Delhi & Noida)

*Manish Bhaskar*  
20/5/16  
मनीष कुमार भास्कर / MANISH KR. BHASKAR  
वरिष्ठ कार्यपालक / Senior Executive  
मानव संसाधन / Human Resources  
भारत हेवी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Ltd.  
बी.एच.ई.एल. हाऊस, सीरी फोर्ट / BHEL House, Siri Fort  
नई दिल्ली-110 049 / New Delhi - 110 049

**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'16 and Work Experience in last seven year from 'tender floating date' should be as follows.**

<b>PQR Requirement</b>	<b>Offer Submitted for BHEL office located at Delhi Only (Option A)</b>	<b>Offer Submitted BHEL office located at Noida Only (Option B)</b>	<b>Offer Submitted for BHEL office located at both the locations (Delhi &amp; Noida) (Option C)</b>
<b>Turnover (in Rs.)</b>	Rs. 74.50 lacs	Rs. 41.75 lacs	Rs. 116.23 lacs
<b>Work Experience</b>	a) Three similar jobs / services with value not less than ₹ 99.32 Lakhs each. <b>Or</b> b) Two similar jobs / services with value not less than ₹ 124.16 Lakhs each. <b>Or</b> c) One similar job / service with value not less than ₹ 198.65 Lakhs.	a) Three similar jobs / services with value not less than ₹ 55.66 Lakhs each. <b>Or</b> b) Two similar jobs / services with value not less than ₹ 69.58 Lakhs each. <b>Or</b> c) One similar job / service with value not less than ₹ 111.32 Lakhs.	a) Three similar jobs / services with value not less than ₹ 154.98 Lakhs each. <b>Or</b> b) Two similar jobs / services with value not less than ₹ 193.73 Lakhs each. <b>Or</b> c) One similar job / service with value not less than ₹ 309.97 Lakhs.
<b>Fleet Ownership</b>	Lower Segment = 10 no. Medium Segment = 08 no. <b>Or</b> Medium Segment = 18 no.	Lower Segment = 06 no. Medium Segment = 03 no. <b>Or</b> Medium Segment = 09 no.	Lower Segment = 16 no. Medium Segment = 11 no. <b>Or</b> Medium Segment = 27 no.

"Similar Job / service" refers to "Providing of vehicles on hire (Daily/Monthly basis) for local and outstation duties for two year". Work experience for duration more than the two year shall be prorated for two year to calculate contract value. And for contract duration less than the two year, pro-rata calculation shall not be applicable and actual value shall be contract value.

**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.***

Bidder having valid NSIC registration certificates is exempted from EMD as per govt. rules. Central/State PSUs shall also be exempted from EMD.

- 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 2013-14, 2014-15 & 2015-16. In case of unavailability of Balance Sheet & Profit & Loss statement for FY 2015-16, CA certificate for the same shall be furnished.
- d) Copy of acknowledgements of IT return of three financial years i.e. FY 2012-13, 2013-14, 2014-15 (AY 2013-14, 2014-15, 2015-16).
- e) Only work orders (from ‘tender floating date’) and supporting work experience certificates (as per format given at Annexure P) from the clients shall be submitted as proof against S.No.4 of PQR. In case of unavailability / Non disclosure agreement of Work Order, the bidder can submit the experience certificate from the concerned customer in the format give at Annexure P only. BHEL reserves the right to verify the correctness of the certificates of the clients.
- f) 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, Valid insurance and other documents showing ownership of the vehicles issued by the concerned RTO against our requirement mentioned at S.No. 3 of Annexure A under Fleet Ownership. 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.

*of Navin Sharma*

**Technical Terms & Conditions / Specifications****SCOPE OF WORK**

- 1) The Service Provider shall provide AC Commercial Taxi cars registered in June 2014 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 location wise total business volume during the contract period of two years towards hiring of vehicles shall be as follows.

Location	Anticipated Business (Rs. In lacs)
BHEL Delhi based offices	249.00
BHEL Delhi based offices	139.00
<b>Total</b>	<b>388.00</b>

The above mentioned business amount is indicative for this tender only & does not guarantee the business volumes for the contract period of two years. This may increase or decrease (+/- 30%) depending upon BHELs actual requirements.

2) **Office wise Business Volume (approximate)**

- a) BHEL House, Siri Fort, New Delhi-110049

Sl. No.	Segment	No. Requirement (Monthly) , Approx.	No. Requirement (Daily) , Approx.
1	Lower Segment	22	*
2	Medium Segment	5	8

- b) BHEL Office, Advant Navis Business Park, Plot No. 7, Sector-142, Noida Express Way, NOIDA 201305

Sl. No.	Segment	No. Requirement (per Month) , Approx.
1	Lower Segment	5

- c) PEM, Power Projects Engineering Institute (PPEI Building), HRDI & ESI Complex, Plot No. 25, Sector-16A, Noida-201 301 (U.P.)

Sl. No.	Segment	Nos Requirement (Monthly) , Approx.	Nos Requirement (Daily) , Approx.
1	Lower Segment	*	1
2	Medium Segment	3	2

- d) SSBG, Kribhco Bhawan, A8-10, Sector-1, NOIDA-201301

Sl. No.	Segment	Nos Requirement (per Month) , Approx.
1	Medium Segment	7

\*(may be required during the contract period.)

*Laish Bhabha*

- 3) 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.
- 4) **UNIFORM:** Drivers should be neatly dressed with proper uniform and shoes.
- 5) **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.
- 6) 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.
- 7) 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 June, 2014) at the same rates (requisite segment).
- 8) 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 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.
- 9) 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.
- 10) 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.
- 11) BHEL reserves the right to inspect the vehicle prior to confirming the booking and fuel variant of vehicle.
- 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 4 BHEL office locations mentioned at S.No. 2 of Annexure B above.

*of*  
*Laish Bhabar*

However, for journeys starting from and up to 4 BHEL office locations mentioned at S.No. 2 of Annexure B above Kilometer and Hour reading of the vehicles will start on reporting/release at the respective BHEL office.

In case the vehicle journey starting point is any of the 4 BHEL offices but the vehicle release point by user is other than that respective BHEL office, then Kilometer and Hour reading of the vehicles will start on reporting/release at the respective BHEL office

- 13) The computation of duty hours shall be from the time of reporting the vehicle to its release, duly signed by the user both in case of Daily hiring as well as Monthly Hiring. This requirement is mandatory for processing the bill for payment.
- 14) Details of payment on account of extra hours & extra usage charges are given in the price bid format (Annexure-"L").
- 15) 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.
- 16) **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.
  - b) The vehicle(s) with registration June 2014 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 appearance like foot matting, good quality upholstery incl. Towels to provide comfort. Vehicle should have an operational music system fitted in.
  - d) 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.
  - e) 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.
  - f) 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.
- 17) **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.
- 18) **OPERATIONAL REQUIREMENTS**
  - a) Normally the taxies 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.

*Lawish Bhakhar*

- 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 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 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.
- 19) **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

*Maulik Bhaskar*

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 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.
- 20) **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.

21) **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

*of Anil Bhatnagar*



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.

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.

- 22) **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.

23) **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

*a/ Anish Barboz*

- from time to time.
- v Motor Transport Workers Act 1961 with rules, order and notifications issued there under from time to time.
  - 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.

24) **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.

25) **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.

26) **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.

27) **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.

28) **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.

29) **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.

*a/ Anish Bhaske*

## 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 (only CNG as available at fuel stations in Delhi and Noida respectively) shall be effective from the date of variation in the price as per formula given below.

$$\begin{array}{l} \text{\% Increase / decrease in} \\ \text{hiring charges for vehicles} \end{array} = \frac{\begin{array}{l} \text{[Revised rate of CNG - base rate of CNG at the date} \\ \text{of original tender submission]} \times 0.20 \times 100 \\ \text{Base rate of CNG on the date of original tender} \\ \text{submission} \end{array}}$$

Price variation clause shall not be applicable for item nos. A(4), A(5) and B(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 CNG (Rs 36.60 per kg in Delhi and Rs. 41.90 per Kg in Noida on the date of release of tender). 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 CNG only as the base price (applicable from the date of publishing of the tender).

### 2. VALIDITY OF OFFERS

The offers 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.

### 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.

*a/ank Bhasin*

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 2 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 2 Service Providers / agencies:** The L1 bidder will be apportioned 60% of the business volume and the remaining 1 successful bidder agreeing to match the L1 rates (Cost to Company) would get the balance business.
  - b) **In case of empanelment of 1 Service Provider / agency:** The L1 bidder will be given entire business.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.

*Lawish Bhaskar*

- 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
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) As per information given on covering note, Bidder can quote against 3 options; 1) BHEL offices located at Delhi only, 2) BHEL offices located at Noida only; 3) BHEL offices located at both the locations (Delhi and Noida). There will be separate evaluation criteria for all the option as given below.

There shall be single "Schedule of Rates", however bidder has to quote separately for both locations i.e. Price Bid for BHEL offices located at Delhi only and Price Bid for BHEL offices located at Noida only. **For Delhi based offices**, bidder can quoted in **Table A** as given in **Annexure L** and **for Noida based offices**, bidders can quoted in **Table B** as given in **Annexure L**.

*a/ Anish Bhambhani*

### Evaluation criteria for various options

#### **g) Option A (BHEL offices located at Delhi only)**

Bidder quoted for this option shall be techno-commercially evaluated for BHEL offices located at Delhi only. There price bid shall be opened only if they will be found techno-commercially qualified for this option.

#### **ii) Option B (BHEL offices located at Noida only)**

Bidder quoted for this option shall be techno-commercially evaluated for BHEL offices located at Noida only. There price bid shall be opened only if they will be found techno-commercially qualified for this option.

#### **iii) Option C (BHEL offices located at Both the Locations – Delhi & Noida)**

Bidder quoted for this option shall be techno-commercially evaluated for BHEL offices located at both the locations (Delhi & Noida) and accordingly there price bids shall be opened for both Delhi and Noida location only if they will be found techno-commercially qualified.

If the bidder quoted for both the locations and is not able to meet the PQR criteria collectively (Delhi and Noida both) instead they are able to qualify the criteria set under option A (Delhi location). In this condition, the bidder shall be deemed techno-commercially qualified for both the location (Delhi and Noida). However the Price Bid for Delhi based offices shall be opened first. If, after opening of Delhi based Price Bid the bidder finalized as L1 or L2 (after counter offer), then their Price Bid for Noida based offices shall not be opened.

If the bidder quoted for both the locations and is not able to meet the PQR criteria collectively (Delhi and Noida both) instead they are able to qualify the criteria set under option B (Noida location), then there Price Bid for Noida location shall only be open.

- b) BHEL's "Schedule of Hiring Rates" for different model cars is enclosed (reference Price Bid Format Annexure-"L").**
- c) The bidders are required to fill % Above or % Below or 0% in the box provided below for the location they wish to apply. Bidders may please note that the % quoted will be applicable on all the particulars under for which the bidder is quoting.**
- d) 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.**
- e) 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).**
- f) Based on the above, the bidders would be ranked from L1 position in ascending order. Since BHEL intends to empanel maximum 2 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.**

*a/ Anish Sharma*



## 20. PENALTY CLAUSE

a) *Penalty in case of monthly & daily hiring:* In event of any of the following action given below (i – vi), there shall be a penalty of ₹ 200/- each per day.

- i) Misconduct - Chewing tobacco, smoking, consumption of Narcotics and drinking (consumption of alcoholic beverages) and Misbehavior of the driver during duty
- ii) Shabby condition of the vehicles (interior or exterior)
- iii) Non-functioning of Air Conditioner
- iv) Non-availability of car perfume / towels on seat.

b) *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.*

c) Generally, a prior notice of two hours will be given to the Service Providers for providing / arranging the vehicle. Repeated refusals by the party will be viewed seriously and appropriate action (imposing a fine of Rs 300/- on every 3rd refusal in a month), will be initiated against such defaulting party. BHEL's decision in this regard shall be final.

d) 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, a penalty of Rs 200/- per day shall also be imposed for early departure from duty.

e) 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.

f) 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, penalty @ Rs 200/- per vehicle per day shall be imposed.

g) 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 penalty on hourly rates.

h) 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.

i) If BHEL hires the vehicle from other source(s) due to any reason as mentioned under penalty cl.20 above then, additional financial implications on such hiring will be recovered from the Service Provider from the running bills additionally to applicable penalty.

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*

### 23. SECURITY DEPOSIT

The Security Deposit (SD) to be obtained shall be divided between empanelled vendors based upon their percentage business (for Business Distribution refer S.No. 9 of Annexure C). Formula for calculating the SD based upon contract value is given below.

- |  |  |
|--|--|
| a) Upto Rs. 10 lakhs                       | 10%  |
| b) Above Rs. 10 lakhs upto<br>Rs. 50 lakhs | 1 lakh + 7.5% of the amount<br>exceeding Rs. 10 lakhs    |
| c) Above Rs. 50 lakhs                      | Rs. 4 lakhs + 5% of the amount exceeding Rs. 50<br>lakhs |

After adjusting EMD, the Security deposit (as mentioned above) shall have to be deposited by empanelled agencies with BHEL along with the acceptance of LOA. The Security Deposit can be furnished in the following manner:

- i) 100% through Pay Order / DD / local cheque of scheduled bank drawn in favor of BHEL;
- ii) 50% in the form of Bank Guarantee and balance 50% through pay order / DD/ Cheque ;
- iii) 50% through pay order / DD / Cheque and balance 50% recovered at the rate of 10% from the running bills.

The Security Deposit shall not carry any interest.

The above mentioned Security Deposit shall be for the contract period of 2 years. In case the contract get extended for one more year, the empanelled bidder has to submit the extra Security Deposit on pro-rata basis which shall be communicated to concerned bidders during extension of contract.

*Navish 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**

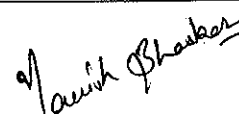
The Order/Contract shall be executed and governed by the laws of India and the courts of India alone shall have jurisdiction in respect of any matter arising under or in connection with the Order/Contract.

**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 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.
- 5) The bidder along with its associate / collaborators / sub-contractors / sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy, uploaded on BHEL website ([www.bhel.com](http://www.bhel.com)) and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud, as soon as it comes to their notice.

**COMPOSITION OF BIDS**

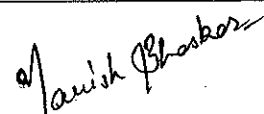
Bidders are requested to quote in two parts as given below. However for quotation submitted in single bid against our requirement of two part bid will be considered only if the bid is techno-commercially accepted without seeking any clarifications/missing documents from the bidder. Otherwise, the bid 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 1430 hrs on or before the due date (03.06.2016), 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 Audited Balance Sheet and profits & loss Account statements of last three financial years i.e. FY 2013-14, 2014-15 & 2015-16. In case of unavailability of Balance Sheet & Profit & Loss statement for FY 2015-16, CA certificate for the same shall be furnished.
- 4) Copy of acknowledgements of IT return of three financial years i.e. FY 2012-13, 2013-14, 2014-15 (AY 2013-14, 2014-15, 2015-16).
- 5) List of clients with names, address and contact nos. of concerned officials.
- 6) Photocopies of Registration Books of required number of vehicles as mentioned at S.No. 3 of Annexure A under Fleet Ownership Criteria with the latest and valid insurance covers. Original R.C Books would be physically verified before finalization of the empanelment of the parties. In case bidder is not operating Lower Segment vehicles and has their fleet of vehicles starting from Medium Segment, then they can also apply provided they are ready to provide Medium Segment Vehicles (whenever BHEL will ask for Lower Segment vehicle) at the rate of Lower Segment Vehicles by declaring at Annexure Q.
- 7) Only work orders (issues in last 7 years ending on date of release of tender enquiry only) and supporting work experience certificates (as per format given at Annexure P) from the clients shall be submitted as proof against S.No.4 of PQR. In case of unavailability / Non disclosure agreement of Work Order, ***the bidder can submit the experience certificate from the concerned customer in the format give at Annexure P only.*** 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”)
- 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) Experience Certificate (Annexure – "P")
- 24) Declaration Regarding Ownership Of Vehicles (Annexure – "Q")

**b) Part – II (Price Bid)**

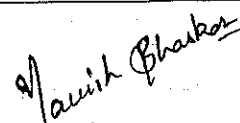
Part II bid shall comprise of Price Format (Annexure-"L"), duly filled, as per the enclosed instructions/details.

In case bidder is quoting for both the locations viz BHEL Delhi based offices and BHEL Noida based offices, then **the bidders should quote Price Bids in separate sealed envelope for both the locations i.e one sealed envelope for quoting Noida & second sealed envelope for quoting Delhi.**

*Munish 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	



Details of Vehicle

(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 )






**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 _____	
_____ <b>Signature of User</b>	

**TO BE FILLED BY THE USER**

Places Visited: _____
Date & Time of releasing of vehicle: _____ <b>(To be invariably indicated by the user)</b>
Place and KM reading at the time of releasing the vehicle: _____ <b>(To be invariably indicated by the user)</b>
Signature of the user at the time of release: _____

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

*Lawish Bhaskar*

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.

*of Anish Phadkar*

**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 of Price bid) may be treated as null and void by BHEL.

Signature

With name, Designation & seal of the firm

*9/10/17 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

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:

*a/Anish Chandra*

**PRICE BID FORMAT****SCHEDULE OF RATES**

DAILY BASIS		
SN	PARTICULARS	Medium Segment
A1	Up to 40 Kms. & 04 hrs.	747
A2	Upto 80 Kms. & 08 hrs	1304
A3	Extra Charges per KM (for in station journeys)	12
A4	Extra charges per hr.	61
A5	Night Halt Charges for outstation journeys only (Per night)	147
A6	Charges for Outstation Journey (Min 200 km per day)	12

MONTHLY BASIS			
SN	PARTICULARS	Lower Segment	Medium Segment
B1	2500 Kms & 300 hrs.	32818	39600
B2	Extra charges per KM	10	12
B3	Extra charges per Hrs.	49	61

**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".
- 8.) There is single "Schedule of Rates" for both the locations. However, the bidder has to quote separately for both the locations incase they want to apply both the locations.

*9/*  
*anish Bharbor*

**Table A – Price Bid format for BHEL Delhi based offices**

S.No.	Descriptions	Individuals/Partnership Firms/HUF	Others (Public Ltd., Pvt. Ltd., etc.)
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%

**Evaluation Criteria:** The bidders are required to fill % Above or % Below or 0% in the box provided below for the location(Delhi or Noida or Both) they wish to apply. Bidders may please note that the % quoted will be applicable on all the particulars.

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 2 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.***

***Kindly use separate envelop for price bid in case bidder is quoting for both the locations. One envelop consisting of Price Bid for BHEL Delhi based offices and another envelop consisting of Price Bid for BHEL Noida based offices***

*a/ Anish Bhaskar*

**Table B – Price Bid format for BHEL Noida based offices**

S.No.	Descriptions	Individuals/Partnership Firms/HUF	Others (Public Ltd., Pvt. Ltd., etc.)
<b>1</b>	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		
<b>2</b>	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)
<b>3</b>	Percentage of Service tax payable by the BHEL as service recipient under reverse charges	40% payable by BHEL	0%

**Evaluation Criteria:** The bidders are required to fill % Above or % Below or 0% in the box provided below for the group they wish to apply. Bidders may please note that the % quoted will be applicable on all the particulars under for which the bidder is quoting.

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 2 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.***

***Kindly use separate envelop for price bid in case bidder is quoting for both the locations. One envelop consisting of Price Bid for BHEL Delhi based offices and another envelop consisting of Price Bid for BHEL Noida based offices***

*of laul Bhaskar*



LIST OF CARS

LOWER

*Ritz, Swift, Tata indica  
Wagon R, Etios Liva  
(or equivalent)*

MEDIUM

*Swift dzire, Toyota Etios  
Tata indigo, Xcent  
(or equivalent)*

*Lavish 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

*Harish Bhaskar*

**EXPERIENCE CERTIFICATE**

1	Name & Contact Details of Taxi Agency	
2	Name & Contact Details of the Client	
3	Details of Services Provided	
4	Work Order No. / Agreement No. and Date (copy to be attached)	
5	Is there any non-disclosure agreement of work Order	YES / NO
6	Start & End Date of Contract (Start date should not be more than 7 years from 20.05.2016)	
7	Gross amount of work completed (or done till date)	
8	Name & Contact details of Authority under whom works performed	
9	Overall Quality of Service	Outstanding/V.Good/Good/Poor

**Signature & Stamp of Dealing Official***a/awish Sharma*

**DECLARATION REGARDING OWNERSHIP OF VEHICLES**

I/ We hereby declare that we/our firm are not operating Lower Segment vehicles (as mentioned at Annexure M). Accordingly we/our firm are submitting the documents of Medium Segment vehicles only (against requirement mentioned at S.No. 3 of Annexure A under Fleet Ownership Criteria). We/our firm are also accepting the condition of giving Medium Segment vehicle (when asked for) at Lower Segment Rates.

Signature

With name, Designation & seal of the firm

*Amish Bhargava*