

BHARAT HEAVY ELECTRICALS LIMITED
TRANSMISSION BUSINESS GROUP
TBG-HR
SECTOR-142, EXPRESSWAY NOIDA-201305



TENDER DOCUMENTS

FOR

**RATE CONTRACT FOR HIRING OF COMMERCIAL TAXIS ON DAILY/ MONTHLY
BASIS FOR LOCAL & OUTSTATION JOURNEYS**

TENDER SPEC. NO.: TBHR/RATE CONTRACT/TAXIS/TENDER

DATED: 02.11.2015

**TRANSMISSION BUSINESS GROUP
SUBCONTRACTS MANAGEMENT**

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BHARAT HEAVY ELECTRICALS LIMITED

TRANSMISSION BUSINESS GROUP
SECTOR-142, EXPRESSWAY NOIDA, NOIDA-201305

e-mail:-rps@bhel.in

NOTICE INVITING TENDER

REF.: TBHR/RATE CONTRACT/TAXIS/TENDER

DATE: 02.11.2015

**SUB: RATE CONTRACT FOR HIRING OF TAXIS ON DAILY/ MONTHLY BASIS FOR
LOCAL & OUTSTATION JOURNEYS**

Dear Sirs,

1. Sealed tenders are invited for the following:

NAME OF WORK	EARNEST MONEY DEPOSIT (Rs.)	TENDER SUBMISSION DATE AND TIME	TENDER OPENING DATE & TIME
Rate contract for hiring of taxis on daily/ monthly basis for local & outstation journeys	Rs. 50,000/- (In form of DD or Pay Order)	18.11.2015 15.00 hrs.	18.11.2015 15.30 hrs. (Technical bid only) and Price bid opening date will be intimated later to Techno commercially acceptable parties

2. The sealed bid should be dropped in the TBSM Tender box kept at lobby area in BHEL, TBG office located at 5th floor, Advant Navis Business Park, Plot No-7, Sector-142, Expressway Noida, Noida-201305 (UP). In case of bid documents are bulky and cannot be dropped in the TBSM tender box, the same can be handed over to Sh. R.P. Singh, Dy. Manager (TBH-HR) or Sh. Sarin Sondawale, Sr. Executive (TBG-HR).

Offers can also be sent by courier / registered post at the below address.

TENDER SPEC. NO.: TBHR/RATE CONTRACT/TAXIS/TENDER, Date: 02.11.2015
To,
Sh. R. P. Singh
Dy. Manager (TBG-HR),
Bharat Heavy Electricals Limited,
5th floor, Advant Navis Business Park,
Plot No. 07 Sector-142, Noida, U.P. 201 305
Contact : 0120-6748559, Fax : 0120-6748579
E-mail : rps@bhel.in

3. **Bharat Heavy Electricals Limited, TBG, Noida, intent to hire AC Commercial Taxi vehicles (model not older than October 2014) as per the categorization mentioned in Annexure M for Senior Executives, guests and employees for local / outstation journeys on daily / monthly rate contract basis for a period of two years on "as and when required basis". Detail scope/ specification shall be as per NIT.**
4. The prospective bidders who have downloaded the tender documents from our website are requested to send their acknowledgement and willingness to participate in the tender to the undersigned, through fax or email.
5. Offers should be strictly in accordance with the Tender Specifications and General Instructions to Tenderer enclosed herewith.
6. **Price to be filled strictly as per "Price bid format" enclosed with the NIT. Change in Proforma is not allowed.**
7. No overwriting/ correction in the price bid by the bidder shall be allowed. However, if correction is unavoidable, the same must be duly signed by authorized signatory.
8. No revision of prices will be entertained after tenders are opened.
9. Clarifications, if any, can be obtained from the undersigned but such requests should be submitted well before the due date for submission of tenders or else BHEL's interpretation shall prevail and shall be binding on the bidders. Due date for submission and opening of tenders will not be extended on such grounds.

The onus of getting the reply to the query will be on the tenderer and BHEL shall be in no way responsible for any consequences financial or otherwise due to non-settlement of the same.

10. Tender Enquiry No. & due date must be legibly super scribed on all the envelopes.
11. Tenders shall be received and opened on the due date and time as mentioned above in the presence of tenderers or their authorized representatives who may like to be present. (Respective representative/s must bring authorization letter with them from their agency)
12. BHEL shall be under no obligation to accept the lowest or any other tender and shall be entitled to accept, reject any tender in part or full without assigning any reason whatsoever.
13. Late tenders are liable to be rejected.
14. Quotation should be valid for at least four months from date of tender opening.
15. BHEL will not be responsible for the postal delay / mutilated tenders under any circumstances for non-receipt of Tenders/submission of filled in tender documents by due date & time.
16. Tender should be submitted along with covering letter of the tenderer and duly signed on each & every page of the tender document, Techno-Commercial Bid and Price Bid etc. The tender covering should be proper to avoid any mutilation due to rains etc. BHEL will not be responsible for such tenders.
17. No information contained in any of our documents, in full or part, shall be shared with any third party under any circumstances.
18. Offers will be scrutinized based on the qualifying requirements and only those who are technically and financially capable to execute the Job and who fulfil the Pre-Qualifying Requirements (PQR) are eligible to quote against the above NIT. Decision of BHEL shall be final and binding on the Vendor.

19. In case any adverse information is received concerning performance, capability or conduct of the bidder after issue of tender enquiry, BHEL reserves the right to reject the offer at any stage as deemed fit.
20. BHEL reserves the right to reject any or all quotations without assigning any reason whatsoever. Quotation of the service providers which have been black-listed / debarred / banned by PSUs / kept on hold by any office of NCR-based Divisions of BHEL will be rejected. Incomplete bids, in any term, are liable to be rejected.
21. In case an offer is not being submitted by the prospective bidders against this tender, they may send their "regret" letter to this office, for information.
22. In case the Proprietor, Partner or Director of the Company / Firm submitting the Tender, has any relative or relation employed in BHEL, the authority inviting the Tender shall be informed of the fact as per specified format, along with the Offer. Failing to do so, BHEL may, at its sole discretion, reject the tender or cancel the contract and forfeit the Earnest Money / Security Deposit.
23. Details of qualifying work(s) executed by the bidder may be forwarded to the principal employer for verification of the work with respect to completion, commencement & completion date and value of the work executed. Performance feedback of the bidder may also be sought from the principal employer.
24. Tenderers must note that any false information / data or any suppression of facts will disqualify them even at a later stage also.
25. The Contractor shall confirm that he shall abide by and is willing to execute the above mentioned services on rate contract basis strictly in accordance with the terms and conditions of this tender document.
26. The tenderer shall be deemed to have visited the BHEL, TBG office located at Sector-142 Noida and studied the specifications and details of required service to be done in the desired manner and to have acquainted themselves of the conditions prevailing as on date in the respective premises.
27. Tenders should strictly be in accordance with the terms & conditions of the Tender enclosed herewith. Any deviations shall be listed out separately in the prescribed format. The tenderer should accept all terms & conditions of the tender unconditionally.
28. Tenders with deviations from terms and conditions are likely to be rejected.
29. BHEL reserves the right to accept or reject any of the tender / all tenders with or without deviation or cancel / withdraw the invitation for bid without assigning any reason whatsoever and in such case no tenderer shall have any claim arising out of such action by BHEL.

Thanking you,

Yours faithfully,
For and on behalf of BHEL,

(R.P.Singh)
Dy. Manager /TBG-HR

TO BE FILLED BY TENDERER

Certified that General Instructions and Information for tenderer have been read/ complied/ agreed to and each page of tender offer has been initialled and stamped.

(Signature of Tenderer)

Name and Designation of Authorised person (s)

Signing the tender on behalf of the tenderer.

Pre-Qualifying Requirements

1. The bidder should submit requisite amount of EMD as per NIT.
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 (FY 2011-12, 2012-13, 2013-14 OR 2012-13, 2013-14, 2014-15) should be at least Rs. 17.35 Lakhs. The bidder should submit audited balance sheet and Profit & Loss Account Sheet of these years. In case audited balance sheet is not available due to turnover being less than statutory requirement of audit, bidder should furnish self certified copies of Balance Sheet, Profit & Loss account along with income tax returns and form 26AS of these years.
4. Bidder should have earned profit in at least one year during last three financial years as mentioned in 3 above.
5. The bidder should have successfully completed similar Job/ services (refer notes below) during last 7 years ending on 31st October, 2015 and should be either of the following:
 - i. Three similar completed jobs / services with value not less than Rs. 23.13 Lakhs each.
 - Or
 - ii. Two similar completed jobs / services with value not less than Rs. 28.91 Lakhs each.
 - Or
 - iii. One similar completed job / service with value not less than Rs. 46.26 Lakhs.
6. The bidder should own at least 6 nos. commercial vehicles (Model not older than October 2014) or later as per Annexure M. Information to be furnished along with tender.
7. Bidders garage should be located in the vicinity of BHEL, TBG, Sector-142, Noida up to 18 KMs. Declaration from the bidder on his/her letterhead stating that he/she has garage located in the vicinity of BHEL, TBG, Noida up to 18 KMs.

Notes

1. **"Similar Job / service" refers to "Providing of commercial taxis on hire (Daily/Monthly/ Annual) basis for local and outstation duties".**
2. The word 'completed/ executed' means the bidder should have achieved the criteria specified in the PQR even if the total contract has not been completed or closed.

3. If the qualifying work is completed/ executed in the last seven years period, as specified above, even if it has been started earlier, the same will also be considered meeting the qualifying requirements.
4. For fulfilling the PQR criteria at Sl. No.5, the bidder should submit copies of LOI/Work Orders/ contract agreement along with completion/experience certificate issued by respective customer. The information regarding duration of contract, value of completed job and performance should be mentioned in the completion/experience certificate.
5. BHEL reserves the right to:
 - a) Ask for further qualification during techno commercial scrutiny of bids received.
 - b) Ask for further proofs including TDS certificates/ payment detail for the said job for cross- verification.
6. Quotations received from bidders who do not fulfil the PQR shall be summarily rejected without any further evaluation and information to bidders.
7. Canvassing i.e. soliciting favour, seeking advantage etc. in any form is strictly prohibited and any bidder found to have engaged in canvassing shall be liable to have his bid rejected summarily.
8. If the bidder deliberately gives any wrong information in his tender to create in circumstances for the acceptance to his bid, BHEL reserves the right to reject such application.

PROCEDURE FOR SUBMISSION OF TENDERS

The tender is to be submitted as required in two parts in separate sealed covers **prominently superscribed as Part-1 “Techno-commercial Bid” & Part-2 “Price Bid”** and also indicating on each of the covers the tender number and due date and time as mentioned in the tender document. Envelope of Part-1 “Techno-commercial Bid” shall contain documents required in PQR and Sl. No. (a) Part – I (Techno-Commercial Bid) below. Envelope of Part-2 “Price Bid” shall contain price bid duly quoted in the **Price format (Annexure- L1 & L2) & Annexure-L3**. A third sealed cover shall contain required amount of EMD and shall be super scribed as EMD. These three separate covers 1, 2 and 3 shall together be enclosed in fourth envelope and this sealed cover shall be superscribed with tender number and due date. Tenders submitted without EMD are liable to be rejected.

a) Part – I (Techno-Commercial Bid)

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 NIT) by way of Pay Order/ DD drawn in favour of BHEL payable at Delhi.
- 2) Copies of Certificate of Incorporation / copy of the partnership deed / instrument of Partnership.
- 3) Audited Balance Sheet and Profit & Loss Account statements of last three financial years (As per PQR)
- 4) Copy of acknowledgements of IT return of last three financial years i.e. FY 2012-13, 2013-14, 2014-15
- 5) Photocopies of Registration Books of at least 5 nos. cars and at least 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 service provider.
- 6) LOI/Work Orders/ contract agreement along with completion/experience certificate issued by respective customer. The information regarding duration of contract, value of completed job and performance should be mentioned in the completion/experience certificate. List & detail of clients with names, address and contact nos. of concerned officials to whom the bidder has provided service in past/ presently under execution should be provided in the tender.
- 7) Technical requirement/ specification (Annexure-“A”)
- 8) General conditions of contract (Annexure-“B”)
- 9) Special conditions of contracts (Annexure-“C”)
- 10) Details of Business (Annexure-D).
- 11) Acceptance Letter/ No deviation (Annexure-“E”)

- 12) Declaration (Annexure-“F”)
- 13) Technical Details (Annexure-“G”)
- 14) NEFT Format (Annexure-“H”)
- 15) Details of Vehicle (Annexure-I)
- 16) Vehicle Duty Slip (Annexure-“J”)
- 17) Log Sheet (Annexure-“K”)
- 18) Unquoted Price Bid Format (Annexure-“L1” & “L2”)
- 19) Applicable % service tax (Annexure “L3”)
- 20) List of cars (Annexure-“M”)
- 21) Declaration Regarding The Status Of The Firm And Abatement (Annexure – “N”)
- 22) Service Tax Notification (Annexure “O”)
- 23) Declaration regarding relation in BHEL (Annexure “P”)
- 24) Check List (Annexure-“Q”)

b) Part –II (Price Bid)

Part II bid shall comprise of Price Bid Format (Annexure-“L1” “L2”) & Annexure “L3”, duly filled, as per the enclosed instructions/details. Rate / Price schedule only shall be given in this part-II "Price Bid" envelope.

NOTE:

1. In case of non-submission of any documents as mentioned vide Sl.No. **(a)Part – I (Techno-Commercial Bid) and (b)Part –II (Price Bid)** above, the tender is liable for rejection.

TECHNICAL REQUIREMENT/ SPECIFICATIONS

1. Scope of work

The Service Provider shall provide AC Commercial Taxi vehicles (model not older than 2014) as per the categorization mentioned in Annexure M. The variant of the vehicles to be provided under this contract should be Petrol/Diesel based only.

The vehicles shall be provided at our office premises at BHEL, TBG located at Advant building, Sector-142 Noida or at any other place intimated to the Service Provider for travel within or outside Delhi/Noida/ NCR 'as and when required'.

Total Four (4) Nos. taxis will be required on monthly basis. However, nos. of taxis on daily basis shall be as per actual daily requirement.

Based on the past expenditure the total anticipated business volume during the contract period of two years towards hiring of vehicles shall be approx. Rs. 58 Lakhs.

The above figure (Rs. 58 Lakhs) is indicative only & does not guarantee the business volumes for the contract period of two years. This may increase or decrease depending upon actual requirements.

2. BHEL expects that the empanelled operator shall have all types of vehicles as per the details in Annexure M in ready/working condition for providing services.
3. BHEL intends to engage the Service Provider having garage located in the vicinity of BHEL, TBG, Sector-142, Noida up to 18 KMs. Declaration from the bidder on his/her letterhead stating that he/she has garage located in the vicinity of BHEL, TBG, Noida up to 18 KMs.
4. The Service Provider shall provide drivers holding valid commercial driving license and having at least 3 years experience, adequate knowledge of reading, writing and spoken English / Hindi. The drivers should have knowledge of different routes and should be able to carry out minor repair work in vehicles, if required. The reporting time, place, address etc. should be strictly followed by the Service Provider.
5. Uniform: Drivers should be neatly dressed in the taxi driver uniform along with shoes.
6. Conduct: The drivers deputed for duty should be polite, well behaved and must possess positive attitude in discharging their duty. Driver should adhere to the instructions given by BHEL officer-in-charge. Chewing of tobacco, smoking and drinking while on duty will not be tolerated and will be treated as misconduct and any liability arising due to this will be borne by the Service Provider.

7. The Service Provider must also provide a mobile phone to the driver of the vehicle sent for duty.
8. Driver must carry sufficient cash to pay for airport toll, municipal parking charges, fuel when required and emergency maintenance. In no case money should be borrowed from the user of car / BHEL guests.
9. Placard indicating name of Guest, name of Company etc. will have to be displayed by the driver at the airport/ railway station for the easy identification by visiting BHEL guests. The service provider will be given details as and when required. Failure to comply with this provision may result in a penalty of Rs.100/- per incident. Each vehicle has to keep two sketch pens, white sheets, blade & cello tape for writing the name of the arriving guest and paste it on the front wind screen.
10. Insurance: All the vehicles sent to BHEL should be covered by comprehensive insurance including the driver and the passengers. Copy of the policy to be submitted within one week of order placement. Insurance taken should be properly renewed as and when required.
11. The vehicle provided by the Service Provider must be in excellent condition and must have proper and complete documents such as Registration Certificate / Driving License Insurance/ Road Tax Receipt/ Border Tax/ Non-Polluting vehicle certificate etc in original. 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 respective State Transport Authorities / Central Govt. The vehicle should be licensed and shall conform to all Govt. Rules. 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.
12. The Car will have to be maintained by the contractor in good running condition which includes at least the following:
 - (i) Minimum noise of engine and body while running.
 - (ii) Tyres with proper treads.
 - (iii) Working headlights, tail lamps, indicators, speedometer, milometer, temperature indicator etc.
 - (iv) AC system and Audio system should function without any problem.
 - (v) Fire extinguisher
 - (vi) Air freshener to be provided and replaced as and when required
 - (vii) Proper paint on the outside;
 - (viii) Good condition of bumpers;
 - (ix) Upholstery in good condition including washed and ironed white seat covers with white towel.
 - (x) Proper locking of all doors & Proper closing and opening of all windows
 - (xi) Dusting of dashboard, rear board, matting, windscreen, windows and body.
 - (xii) All the vehicles must have the required accessories like jack, tool kit, stepney, Spare fuses and first aid box.

13. The taxies supplied should not be owned by BHEL employees, their dependents, and their relatives.
14. In case of non-availability of requisitioned vehicle, it will be the responsibility of the Service Provider to provide equivalent or higher segment vehicle **(model not older than October 2014)** at the same rates and terms & conditions.
15. 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. Risk & cost amount shall be deducted from the running bills of the party.
16. Before completion of the specific month, BHEL would not permit / allow any change in the vehicles hired on monthly rate contract basis except in case of breakdown of vehicle or for repair / servicing of the vehicle. Similarly, change of driver for whatever reasons will also 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 BHEL.
17. At times, when the hiring of the vehicle is for top management official of BHEL / VIP customer / stakeholder, BHEL reserves the right to inspect the vehicle prior to confirming the booking.
18. The Service Provider shall maintain a duty slip / log sheet (for vehicles deployed, on Monthly basis / Daily basis) as per Performa enclosed (refer Annexure J & K). The driver should get the log sheet / duty slip signed by the user at the end of each journey which would indicate the details such as opening and the closing meter reading, point of start / end of the journey, places visited, date and time of reporting / release of vehicle etc.

For hiring of vehicle on daily basis, 25 hard copies and a soft copy of Duty slip along with the LOI/ work order and log book will be provided by BHEL. However further duplication of those duty slips will be the responsibility of the Service Provider. For monthly hiring, the log book will be provided by BHEL

19. Service Provider shall be solely responsible for payment of wages / salaries and allowances to his personnel as applicable under prevailing law/ 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).
20. The service provider is responsible for the safe, comfortable and timely transportation of the passengers. The service provider is directly responsible for injuries / death of any person employed by him as well as to the third party occupants or other users arising due to accident or otherwise during the contractual period/ extended contractual period. At any point of time, BHEL will not be responsible for any loss/ damage to the person/Taxi/ property etc. arising out of accident of the Taxi for performing the contractual obligations. The service provider shall indemnify BHEL for all the losses / damages occurred during the contract/ extended contract period for the operation of vehicles by the drivers.

21. In case BHEL be held liable for any loss, damage or compensation to third parties arising from or in relation to transport operations done by the transport contractor, such loss, damage or compensation shall be paid by the service provider to BHEL together with the costs incurred by BHEL on any legal proceedings pertaining thereto.
22. If the contractor is not able to provide the vehicle for a continuous period of 07 days, BHEL reserves the right to terminate the contract and to take appropriate action against the Contractor. In the event of contract termination, the security deposit paid by the contractor will be forfeited.
23. The service provider should not further sub-contract the execution of service contract.

**BHARAT HEAVY ELECTRICALS LIMITED
TRANSMISSION BUSINESS GROUP,
TBG-HR, NOIDA**

**CONDITIONS OF CONTRACT
FOR
HIRING OF TAXIS**

GERENARL CONDITIONS OF CONTRACT

1.0 GENERAL INSTRUCTION AND CONDITIONS

- 1.1 Tenderers are requested to go through the scope of services and get fully acquainted with the scope of services and get their doubts clarified regarding the above job before submitting the tender or else BHEL's interpretation shall prevail and shall be binding on the ~~3/4/14~~®ò
- 1.2 All documents submitted by the Tenderer in his tender shall be accompanied with a covering letter giving index interlinking all the documents.
- 1.3 Tenderers must note that any false information / data or any suppression of facts will disqualify them even at a later stage also.
- 1.4 The tenderer shall confirm that he shall abide by and is willing to execute the services mentioned in NIT on rate contract basis strictly in accordance with the terms and conditions of this tender and the BHEL in turn also agrees to engage the tenderer accordingly with effect from the date of award.
- 1.5 BHEL will have nothing to do or be concerned with the employment of driver/ employees working for the tenderer. BHEL shall be only a service receiver from the tenderer. The relationship between the tenderer and BHEL will be that of independent entities and nothing herein contained will amount to joint venture, partnership or employee-employer relationship.

2.0 EARNEST MONEY DEPOSIT

- 2.1 "Every Tender must be accompanied by the Earnest Money Deposit as specified in NIT in Pay order or Demand Draft only"
- 2.2 Demand Draft or Pay Order: From Nationalized or Scheduled Banks in favour of Bharat Heavy Electricals Limited, payable at New Delhi.
- 2.3 Tenders received without Earnest Money in full or in the manner prescribed above will not be considered.
- 2.4 In the case of unsuccessful tenderer the Earnest Money will be refunded after acceptance of award of work by the successful bidder.
- 2.5 BHEL reserves the right of forfeiture of Earnest Money Deposit in case the successful tenderer:
 - (i) After opening of tender, revokes/ withdraw his tender or revises / alters his earlier quoted rates / conditions within the validity period.
 - (ii) Fails to communicate unqualified acceptance of LOI/work order or refused to give unqualified acceptance of LOI/ work order within fifteen days from the date of issue of LOI/ Work order
 - (iii) Fails to commence taxi services within specified date as per LOI/ work order.

3.0 SECURITY DEPOSIT:

- 3.1 Upon acceptance of tender/ offer, the EMD of successful tenderer shall be converted into security deposit. The security deposit shall be refunded after completion of contract period/ extended contract period and along with final bill.
- 3.2 Security deposit shall not be refunded to the vendor except in accordance with the terms of the contract.
- 3.3 BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the vendor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of the contract. BHEL reserves the right to set off the Security Deposit, against any claims of any other contracts with BHEL.
- 3.4 RETURN OF SECURITY DEPOSIT: If the service provider duly performs and completes the work in all respects to the entire satisfaction of BHEL and presents an absolute "No demand certificate" and returns properties belonging to BHEL, taken, borrowed or hired by him for carrying out the said works, Security Deposit will be released to the vendor after deducting all costs, expenses and other amounts that are to be paid to BHEL under this contract or other contracts entered into with the vendor. It may be noted that in no case the Security Deposit shall be refunded/released prior to passing of final bill.
- 3.5 No interest shall be payable by BHEL on EMD or Security Deposit or on any money due to the vendor.

4.0 QUANTITY VARIATION

The quantities of monthly commercial taxis mentioned in the tender are indicative only and individual quantity can vary up to any extent as per actual requirement. Further, no compensation shall be provided to service provider for any reduction in the quantity of taxis required.

5.0 DISCREPANCIES AND ADJUSTMENT OF ERRORS:

- 5.1. During evaluation if it is observed that there are differences between the rate given by the vendor in words and figures in the schedule of rate (price bid) and general summary, the same shall be adjusted in accordance with the following rules :
 - a) If there is a discrepancy between words and figures, the text in words shall prevail.
 - b) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the BHEL, the bid is liable to be ignored.

6.0 VALIDITY OF OFFER:

The offer shall be kept open for acceptance for a minimum period of four months from the date of opening of tenders. In case BHEL calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the tenderer. Further BHEL reserve the right to reject the offer of bidders without assigning any reasons.

7.0 LAW GOVERNING THE CONTRACT AND COURT JURISDICTION:

The Contract shall be governed by the Law for the time being enforced in the Republic of India. The Civil Court at Delhi having ordinary Original Civil Jurisdiction shall alone have exclusive jurisdiction in regard to all dispute/ claims in respect of this contract.

8.0 ARBITRATION :

- 8.1 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, TBG.

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 Noida/ New Delhi.

- 8.2 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..

- 8.3 The cost of arbitration shall be borne equally by the parties.
- 8.4 Neither party shall be entitled for any pre-reference or pendent-lite interest on its claims and any claim for such interest made by any party shall be void.

Special Terms & Conditions

1.0 Evaluation criteria:

- a) Bidders are requested to read the “Notes” provided in Price Bid very carefully before filling up the price bid format. Offer containing incomplete price bid shall be rejected and will not be considered for further evaluation.
- b) The bidders are required to quote item wise rates for A, B (Annexure L1) and C (Annexure L2) only as indicated in the “Note” in the Price Bid Format. Other rates will be calculated by BHEL as per the formulae indicated in respective spaces and bidders are not to quote for any other item in the price bid.
- c) BHEL shall work out the revised “Schedule of Rates” (Cost to Company) after consideration of combined effect of your quoted rate in the price bid plus quantum of service tax, as applicable to respective bidder (As per annexure L3) and same shall be considered for deciding L1 rank.
- d) For identification of overall L1, L2, L3..... bidders, the evaluation will be done on the basis of the following formula:

$$\text{Status} = 0.4*(A*a + B*b) + 0.6*(C*c)/26$$

A – Rate for Swift Dzire/ Etios/ Xcent/ Indigo (or equivalent) for 80 KMs in 8 Hours on Daily Basis

B – Rate for Innova/ Tavera/ Xylo (or equivalent) 80 KMs in 8 Hours on Daily Basis

C – Rate for Swift Dzire/ Etios/ Xcent/ Indigo (or equivalent) for 2000 KMs on Monthly Basis

Fractions a, b, & c indicate the weightages of the usages of respective segment and shall be as below:

$$a=0.57, b=0.43 \text{ \& } c=1$$

The value of status will be considered up to two decimal places to arrive at distinct status of all bidders.

- e) Based on the above formula, the bidders would be ranked from L1 position in ascending order (i.e. bidder having lowest value of status will be L1 bidder). In case there is a tie amongst the bidders i.e. if more than one bidder having identical lowest value of status then the respective bidders would be asked to submit their revised rates. This process would continue till the distinct lowest status (Cost to Company) is arrived.

- f) The L1 bidder has to accept the lowest rate quoted (i.e. lowest rate quoted by L1 or L2) for every segment.
- g) Since BHEL intends to hire two service providers, counter-offer of finalized rate of L1 bidder shall be offered to the next higher bidder in the rank for acceptance, i.e., L2 & so on. The acceptance of second service provider shall be subject to matching the L-1 rates (Cost to Company). In case no other bidder matches the L1 rates, BHEL reserves the right to award the contract for the entire scope of work on L1 bidder.

2.0 Business distribution:

BHEL TBG intends to operate the subject contract with maximum of 2 independent Service Providers. The distribution of work for each Service Provider is as below:

Counter Offer of finalized rate of L1 vendor shall be given sequentially to service provider who are Techno-Commercially acceptable & are L2, L3, L4 & so on, after price bid opening as per the provisions of the tender.

The original L1 bidder will be allocated 60% of business volume of the daily taxis requirement. Upon agreeing to accept the Counter -Offered Rates (Cost to Company) of the Original L1 bidder, L2 bidder would be given balance 40% of business volume of the daily taxis requirement. However, for Monthly basis taxis, distribution of business will be in the ratio of 3:1 i.e. work order for 3 Nos. taxis will be allotted to original L1 bidder and work order for 1 No. taxi will be allotted to L2 bidder subject to acceptance of L1 rate (Cost to company) as per procedure explained above.

In case no service provider accepts L-1 rates (Cost to Company), the balance share of business shall be allotted to L-1 service provider.

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.

3.0 Period of contract:

The contract shall be valid for 2 years, effective from the date of placement of order. However, BHEL may renew the contract further for one year/ part thereof with mutual consent in writing, on the same rates, terms and conditions.

4.0 Rate & price variation:

In case of award of contract, the hiring charges finalized shall remain firm for entire period of rate contract or extended period. However, price variation due to increase/ decrease in the prices of fuel (normal diesel price at IOCL's retail outlet in Delhi) shall be paid as per formula mentioned below. Price variation will be effective from the date of variation in the price of diesel. 60% component of hiring charges shall be permitted to be adjusted due to increase / decrease in diesel rates as per formula given below:

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

The fuel price (normal diesel) prevailing at IOCL's retail outlet at in Delhi on the date of original tender submission will be the base price for price variation clause.

The rate for extra hours and night halt charges will remain firm and no change will be admissible on any other account whatsoever during the entire period of rate contract or extended period.

5.0 Terms of payments:

The 100% payment will generally be made on a monthly basis within 30 days after receipt of the computerized/manual bill in duplicate and verification within BHEL by actual user and certification by BHEL officer-In-Charge for satisfactory completion of the work. No advance money will be paid under any circumstances. Also no interest shall be paid for delay in payment processing.

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

All payments will be made by Electronic Fund Transfer (EFT) for which service provider shall fill the bank detail in pre-scribed format attached with the NIT.

- 6.0** The maintenance cost, charges of fuel, road tax, challans, insurance, salary of the driver, the overtime of driver etc. are the responsibility of the Service Provider and will be borne by the Service Provider.
- 7.0** Parking charges, Toll tax, Service Tax (if applicable) and DND payments, as applicable from time to time shall be extra and borne as per actual by BHEL on submission of 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 actuals against production of documentary evidence. BHEL will, however, reimburse State levies / taxes (without Service Tax) for outstation journeys (for single entry only) at actual on submission of receipts in original along with the bill.
- 8.0** **Charges on the principle of "Garage-to-garage" basis as per actual distance will be permissible in respect of the journeys starting from places, other than BHEL, TBG, Noida.**

However, for journeys starting from and up to BHEL, TBG Noida, garage-to-garage KMs for either side would be restricted to maximum of 8 KMs each way or the actual distance between BHEL, TBG, Noida and the garage of the Service Provider, whichever is lower.

9.0 In respect of hiring of vehicle on daily basis, the computation of duty hours shall be from the time of reporting and the time of its release, duly signed by the user. This requirement is mandatory for processing the bill for payment.

10.0 However, in respect of hiring of vehicle on monthly basis, both duty hours and usage shall be calculated on garage to garage basis.

11.0 Regulation of Payments:

Payment shall be regulated as per following:

A	Taxi on daily basis	
A.1	Journeys (Except outstation)	Calculation of payment
1	Journey up to 40 KMs within 4 hours:	As per the rates finalized for Sl. No. 2 of Price Bid format (Annexure L1).
2	Journeys with distance equal to or more than 80 KMs and duration equal to or more than 8 hours:	As per the rates finalized for Sl. No. 1 of Price Bid format (Annexure-3) and payment for extra distance and hours will be calculated as per Sl. No. 3 and 4 respectively in the Price Bid format (Annexure-L1)
3	Journey perform not meeting the criteria mentioned at sl. A.1.1 & A.1.2 above	As per the rates finalized for Sl. No. 2 Price Bid format (Annexure L1) and payment for extra distance and hours will be calculated as per rates at Sl. No. 3 and 4 respectively in the Price Bid format (Annexure L1). In any case the payment cannot exceed item no. 1 of price bid format (Annexure L1), if distance is less than 80km and time also less than 8 hrs.
A.2	Outstation journey	For outstation journeys payment will be restricted to actual KM travelled or 200 KMs per day whichever is higher. The per KM rate and night halt charges (if applicable) for payment of outstation journeys will be regularized as per the rate in Sl. No. 3 and 5 respectively of the Price Bid format (Annexure-L1).
A.3	Night halt charges (After 11:00 PM)	Will be made for outstation journeys only. Delhi, Ghaziabad, Faridabad, Gurgaon and contiguous towns will not be considered as "outstations". Hence no night charge will be payable for these places.

B	Taxi on monthly basis	
B.1	Monthly vehicle traveling:	Calculation of payment
1	less than or equal to 2000 KMs:	As per Sl. No. 1 of Price Bid format (Annexure-L2) and extra hours (beyond daily limit of 10 hrs.) shall be paid as per rate mentioned at 5 of price bid format (Annexure-L2).
2	More than 2000 KMs but less than or equal to 2500 KMs:	<p>The payment for first 2000 KMs shall be regulated as per Sl. No. 1 of Price Bid format and the payment for extra KMs shall be calculated as per Sl. No. 4 of price bid format (Annexure-L2). However, if the total payment (excluding payment for extra hours) on the basis of actual km run exceeds the rate mentioned in Sl. No. 2 of Price Bid format (Annexure-L2) then the total payment (excluding payment for extra hours) shall be restricted to the rate mentioned in Sl. No. 2 of the Price Bid format (Annexure-L2).</p> <p>Payment for extra hrs. (Beyond daily limit of 10 hrs.) shall be calculated as per rate mentioned in sl. No. 5 of price bid format (Annexure-L2).</p>
3	More than 2500 KMs but less than or equal to 3000 KMs:	<p>The payment for first 2500 KMs shall be regulated as per Sl. No. 2 of Price Bid format and the payment for extra KMs shall be calculated as per Sl. No. 4 of price bid format (Annexure-L2). However, if the total payment (excluding payment for extra hours) on the basis of actual km run exceeds the rate mentioned in Sl. No. 3 of Price Bid format (Annexure-L2) then the total payment (excluding payment for extra hours) shall be restricted to the rate mentioned in Sl. No. 3 of the Price Bid format (Annexure-L2).</p> <p>Payment for extra hrs. (Beyond daily limit of 10 hrs.) shall be calculated as per rate mentioned in sl. No. 5 of price bid format (Annexure-L2).</p>
4	More than 3000 KMs:	The payment for first 3000 KMs shall be regulated as per Sl. No. 3 of Price Bid format (Annexure-L2) and the payment for extra KMs and extra hrs. (beyond daily limit of 10 hrs.) shall be calculated as per Sl. No. 4 and 5 of price bid format (Annexure-L2).

12.0 TAXES & DUTIES:

12.1 Tax shall be deducted at source from the running bills as per applicable Income Tax Rules and other statutory requirements.

12.2 All taxes & duties (Except service Tax including Cess/surcharge etc on service tax as applicable), charges etc. and any State or Central Levy and other taxes for services for execution of the contract shall be borne by the tenderer and shall not be payable extra. Any increase of the same at any stage during execution of the contract shall have to be borne by the tenderer. Quoted price of the bidder shall be inclusive of all such requirements.

12.3 Service Tax (including Cess/surcharge etc on service tax as applicable), if applicable and as legally leviable & payable by the tenderer under the provisions of applicable law/ act, shall be paid by BHEL extra as per provision of applicable law. In such case documentary evidence of payment of service tax shall be submitted. The vendor must be duly registered service provider under service tax law The invoice shall be a Tax invoice under service tax law and it should clearly depict following (i) the service tax registration number of the tenderer (ii) the amount of service tax (iii) the rate of service tax (iv) any other requirement specified by law.

BHEL will not be held to be responsible for any non-compliance of the tenderer in respect of various service tax rules, being framed from time to time.

Tenderer will be required to provide all necessary documents / certificates as may be necessary for availment of input credit by BHEL.

12.4 Tender rates are inclusive of all taxes, duties levies etc. except service tax. Any increase by the government in any of taxes except service tax shall be borne by tenderer. Service tax as per Clause No. 12.3 above will be paid extra as per Contract. However, regarding newly introduced taxes (i.e. taxes introduced by government after tender opening date) reimbursement will be made subject to following

- (a) if new tax introduced by Central Govt. /state Govt./ /Municipality becomes directly applicable on items specified in Bill of Quantities and as per the scheme announced by the government and new tax is neither in lieu of substitution nor in lieu of abolition, reduction of any of present taxes but is altogether a new tax , full reimbursement will be made provided it becomes directly applicable on items specified in BOQ.
- (b) If new tax introduced by Central /state Govt. becomes directly applicable on items specified in Bill of Quantities but is in substitution /abolition /reduction of any present taxes other than service tax, no reimbursement will be made to that effect.
- (c) *If new tax introduced by Central /state Govt. becomes directly applicable on items specified in Bill of Quantities but EITHER is in substitution /abolition of service tax OR is in substitution /abolition of service tax as well as any or all of present taxes, reimbursement will be made only to the extent service tax rate, which the tenderer is entitled as per contract on the date immediately prior to date on which rate of new tax announced by Government becomes applicable/effective. New tax shall be paid at actual restricted to service tax rate which the vendor is entitled on the date immediately prior to date on which rate of new tax announced by the Govt. becomes applicable/effective, will have to be borne by tenderer .If*

required, unit rates specified in BOQ may have to be appropriately adjusted for the work/bills pertaining to period after new tax becomes applicable.

It is further clarified in any of above cases, no reimbursement of any new tax shall be considered unless new tax becomes directly leviable on items specified in BOQ.

13.0 Penalty clause:

- a) Penalty in case of driver not wearing uniform: In such a case, a penalty of Rs. 50.00 per day will be imposed on the Service Provider and the same shall be deducted from the bill.
- b) Penalty in case of daily hiring basis vehicle: Based upon the feedback of the user on duty slip w.r.t quality of service, non-functioning of AC & misconduct of driver, etc., BHEL reserves the right to deduct a maximum of 10% charges of that particular day.
- c) Penalty in case of monthly hiring basis vehicle: In event of non-functioning of A.Cs/ any misconduct/misbehavior/ etc. of the driver, the charges on pro-rata basis + Rs. 200/- for that particular day shall be deducted from monthly bill.
- d) Penalty in case of non-availability of monthly hiring basis vehicle: In case of non-availability of the vehicle, the charges on pro-rata basis+ Rs. 200.00 per day shall be deducted from monthly bill.
- e) Penalty in case of non-availability of daily hiring basis vehicle: Generally, a prior notice of two hours will be given to the contractors 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 3rd refusal in a month OR Terminating providing of business for the next 10 days from the date of 3rd refusal) as deemed fit, will be initiated against such defaulting service provider. BHEL's decision in this regard shall be final.
- f) 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 (b) and (c) above for daily & monthly hiring respectively. BHEL decision in this regard shall be final & binding.
- g) Any other penalty mentioned elsewhere in NIT will also be applicable.

14.0 Termination of contract and Rights of BHEL:

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, 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 email/ address given in the tender.

BHEL also reserve the right and option to withdraw any portion of service and/or to increase or decrease the quantum of service at any stage during the tenure of the contract or to premature terminate of this rate contract at any point of time, if felt necessary without assigning any reason thereof and without any financial implication on BHEL. No compensation/ extra payment will be made to tenderer for pre mature termination.

15.0 Default/ breach of contract, insolvency and risk purchase:

- 15.1 If the Service Provider / Service Provider fails to provide the required services as per the NIT/ Contract and failing to adhere to the NIT/contract specifications or at any time repudiates or otherwise abandons the contract before expiry of such period or refuses or is unable to / provide services 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 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 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 BHEL may be put to incur or sustain by reason of the 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 Service Provider (Service Provider) and if BHEL so desires, may hire such services and in such manner as it deems appropriate, at the risk and cost of the Service Provider (Service Provider) and the Service Provider (Service Provider) shall be liable to the BHEL for any excess costs provided that the Service Provider (Service Provider) shall continue the performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The Service Provider (Service Provider) shall on no account be entitled to any gain on such services.
- 15.2 Cost of the service incurred by the BHEL/Service taker at the risk and cost of the Service Provider shall be worked out after levying 30% overheads as departmental charges on the cost of services so hired. BHEL shall recover the amount from any money due from service provider, or from any money due to the service provider including Security Deposit under this contract or any other contract of BHEL or by any other means or any combination thereof.

Details of Business

The Service Provider shall furnish the following information along with Part-1 bid for Rate Contract for hiring of commercially Registered Taxis.

1.0	Name of the firm and Authorized Representative	
2.0	Status of Firm (whether HUF, individual etc.)	
2.0	Address for communication	
3.0	Registered Office, if any :	
4.0	Location of Garage(s) :	
5.0	Telephone No. (Office) (Res) (Garage) (Mobile) (Fax) (email Address) (Website Address-if any)	
6.0	Name of proprietor / partner	
7.0	Name of Bankers	
8.0	Date / year of commencement of Business	
9.0	Whether registered with any Govt. Institution / Undertaking /large corporate of repute. If so, furnish particulars with supporting documents	
10.0	ITR for AY (Assessment year) 2013-14, 2014-15 & 2015-16	
11.0	Copy of PAN Card to be furnished.	
12.0	Audited Balance Sheet and profits & loss Account statements of last three financial years (As per PQR)	
13.0	Experience Certificates with Govt. / Public Sector Undertaking / large Corporate of repute.	
14.0	Service Tax - Registration No.	
15.0	Any other information	

Acceptance Letter / No Deviation Certificate

(To be submitted in the bidder's letter head along with Part -1 Bid)

Sub: Rate contract for hiring of taxis on daily/ monthly basis for local & outstation journeys

Notwithstanding anything mentioned in our bid, we hereby accept all the terms and conditions of the above tender.

OR

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

- 1.
- 2.
- 3.
- 4.
- 5.

Note: Any deviation specified elsewhere in the tender shall not be considered. Deviations may or may not be accepted by BHEL.

Signature

With name, Designation & seal of the firm

Declaration

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

Signature
With name, Designation & seal of the firm

Technical / Financial Details

TURNOVER (F.Y.)	2014-15	2013-14	2012-13
Rupees (in Lakhs)			

OR

TURNOVER (F.Y.)	2013-14	2012-13	2011-12
Rupees (in Lakhs)			

Income Tax Return Acknowledgement (F.Y.)	2014-15	2013-14	2012-13
EMD Details	DD/ PO No.	Date	Amount in lakhs

PAN Card No. / Name on PAN Card	
Service Tax No. / Taxable Services	

Work Experience fulfilling PQR Criteria (As per work orders and work completion certificate submitted in Part-I Bid)

EXPERIENCE	No. of Work	Value	Customer's Name
1.			
2.			
3.			

(Signature & seal of the Service Provider)

FORMATS FOR EPAYMENTS

To,
AGM(Finance)
BHEL, TBG
Lodhi Road, New Delhi-110003

Dear Sir,

Subject: E-Payments vide RTGS/NEFT

I/We request and authorise you to effect Epayment vide any of the above two modes to my/our bank account as per the details given below:

Vendor Name :
Title/Name of Account in the bank :
Account Type(Saving /current) :
Bank Account Number

Name & address of Bank

Bank /Branch contact person's name :
Bank /Branch Tele Numbers with STD code :

Bank Branch MICR code

(please enclose a copy of a cheque. This cheque should not be a payable at par cheque)

Bank Branch RTGS IFSC code

Bank Branch NEFT IFSC code

(you can obtain this from branch where you have your account)

Your Email address : (not more than 20 character)

Name of the Authorised Signatory : (Please mention here name of person from your organization signing this letter.)

Contact Person's name : (please mention here the name of a person in your company/organization)

I/We confirm that information provided above is correct & any consequences due to any mistake in above will be borne by us.

Thanking you

For
(Authorised Signatory)

We confirm that we are enabled for receiving RTGS/NEFT credits and we further confirm that the account number of (Please mention here name of the account holder), the signature of the authorised signatory and the MICR and IFSC Codes of our branch mentioned above are correct.

Bank's Verification
(Manager's/Officers signature under
bank Stamp)

Note:- Please attach cancelled original Cheque leaf.

Details of Commercial Vehicles Owned

(Attach a separate sheet, if required, in the following format)

Sl. No.	Registration No.	Make	Model
1.			
2.			
3.			
4.			
5.			
6.			

Note:

1. Please attach a copy of Registration Certificate of the Vehicles mentioned above.
2. The bidder has to provide details of at least 6 nos. commercial vehicles (owned) with year of make as Oct. 2014 or older.

Signature
(Seal)

Vehicle Duty Slip**To be invariably filled by the operator:**

1. Vehicle No: _____	2. Vehicle Model: _____
3. Driver Name: _____	4. Driver Mobile No: _____
5. Variant (Diesel / Petrol): _____	6. Vehicle Regn. Month & Year: _____
1. Issue date of Driver's License: _____	
2. Name and mobile of user: _____	9. Reporting date: _____
10. Reporting time and address of the user: _____	
11. Starting KM reading at Garage: _____	
12. Starting Time at Garage: _____	
13. Booked by (Name and Division): _____	
Signature of Operator	Signature of User

To be invariably filled by the user

1. KM reading at place of reporting: _____	2. Reporting Time: _____	3. Date: _____
4. Places Visited: _____		
5. KM reading at place of release: _____		
6. Time of release: _____		
7. Date: _____		
8. Total KMs: _____		
9. Total time (hours): _____		
10. Total Parking and Taxes (if any): _____		
Signature of the user		

Remarks/Feedback of the user wrt vehicle and driver

Signature of User**Note:**

1. User to ensure that all the columns of the duty slip are filled in and verify the places visited, usage, duty hours before the release of vehicle.
2. No over writing unless duly authorized / signed by the concerned user shall be acceptable.
3. Driver deployed for duties should have at least 3 years of experience and should be well versed with NCR routes.
4. For all purposes, the distance from garage to place of duty and back to garage shall be considered on the basis of details given by the operator in their offer.
5. Duty hours shall be from the time of reporting to the time of release of vehicle by the user (mandatory for the duties on daily basis).
6. BHEL reserves the right to reject / cancel any incomplete duty slip.
7. In case of any discrepancy, BHEL reserves the right to verify any details from the concerned user and the decision of BHEL in this regard shall be final and binding.
8. Driver deployed should be properly dressed with shoes.
9. All other terms and conditions should be as per tender document.

Log Sheet

भारत हेवी इलेक्ट्रिकल्स लिमिटेड
BHARAT HEAVY ELECTRICALS LIMITED

बी.एचई. एल. हाउस, सिटी कोर्ट, नई दिल्ली-110049
BHEL HOUSE SHRI FORT, NEW DELHI-110049

डाइवर का नाम Name of the Driver _____

दिनांक Date _____

गाड़ी संख्या / Vehicle No. _____

रिपोर्टिंग का समय Time of Reporting _____

दैनिक ट्रिप शीट

DAILY TRIP SHEET

क्रम संख्या / Sl. No.

4601

दिनांक / Date :

किताब सं० पीएस/
Book No. PSI

मात्रा / Quantity :

घन्टे / Hrs.

पेट्रोल लीटर लिया

समय / Time :

तेल लीटर Taken

किलोमीटर फुटन / At K.M. reading:

Oil Ltrs

स्थान : नई दिल्ली / Place : NEW DELHI.

प्रारम्भ
STARTING

आगमन
ARRIVAL

ट्रिप की उपयोग करने वाले का नाम,
क्रम सं० पदनाम और कर्मचारी संख्या
Sl. No. User's Name, Designation
and Staff No.

स्थान
Place

समय
Time

किलोमीटर
फुटन
K.M.

गंतव्य स्थान
Place Visited

समय
Time

किलोमीटर
फुटन
K.M.

ताय की
नई दूरी
Distance
Travelled

(यदि "यक्तिगत" है तो नाम, पदनाम, कर्मचारी संख्या और विभाग स्पष्ट करें)
Signature of the user
(If "personal" indicate Name, Designation Sl. No. & Deptt Clearly)

टिप्पणी
(शब्द "कार्यालयी" के साथ कृपया शामिल भी लिखें)
REMARKS
(In addition to the word "official Pl. Indicate purpose In brief)

Price Bid Format**Taxi on Daily Basis**

Sl. No.	Particulars	Medium Segment (Refer annexure M for cars under this segment) (In Rupees)	6-8 Seater Segment (Refer annexure M for cars under this segment) (In Rupees)
1.	Upto 80 Kms. & 08 hrs	A=	B=
2.	Up to 40 Kms. & 04 hrs.	50% of A	50% of B
3.	Extra Charges per KM (for local and outstation journeys both)	1% of A	1% of B
4.	Extra charges per hr.	53.00	53.00
5.	Night Halt Charges for outstation journeys only (After 11:00 PM)	150.00	150.00

NOTE:

- Bidders are required to quote rates against item sl. no.1 only i.e. 'A' and 'B'.
- Rate against Sl. No. 2 and 3 shall be derived as per the formulae indicated in the price bid format.
- Rate mentioned at Sl. No. 4 and 5 have been standardized by BHEL and shall remain firm for the entire period of contract/ extended period.
- For outstation trips, payment will be restricted to actual KM travelled or minimum 200 KMs per day.
- Journey within Delhi, Ghaziabad, Faridabad, Gurgaon and contiguous towns will not be considered as "outstations". Hence no night charge will be payable for these places.
- Night halt will be given for outstation journeys only.
- The hiring charges finalized shall remain firm for entire period of rate contract or extended period. However, price variation due to increase/ decrease in the prices of fuel (normal diesel) shall be paid as per formula mentioned in the NIT. However, the rate for extra hours and night halt charges will remain firm and no change will be admissible on any other account whatsoever during the entire period of rate contract or extended period.
- The maintenance cost, charges of fuel, road tax, challans, insurance, salary of the driver, the overtime of driver etc. are the responsibility of the Service Provider and will be borne by the Service Provider.
- Parking charges, Toll tax, Service Tax and DND payments, as applicable from time to time shall be extra and borne as per actual by BHEL on submission of 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 actuals against production of documentary evidence. BHEL will, however, reimburse State levies / taxes (without Service Tax) for outstation journeys (for single entry only) at actual on submission of receipts in original along with the bill.
- Un-priced bid should be kept in techno-commercial bid envelope (Part-I) and duly filled priced bid should be kept in price bid envelope (Part-II).

(Signature & seal of the Service Provider)

Price Bid Format**Taxi on Monthly Basis**

Sl. No.	Monthly Charges	Medium Segment (Refer annexure M for cars under this segment) (In Rupees)
1.	2000 Kms (10 Hrs. daily)	C=
2.	2500 Kms (10 Hrs. daily)	C + 12.5% of C
3.	3000 Kms (10 Hrs. daily)	C + 25% of C
4.	Extra Charges per Km.	1% of quoted rate "A" of annexure L1
5	Extra charges per hr.	53.00

NOTE:

- Bidders are required to quote rates against item sl. no.1 only i.e. 'C'.
- Rate against Sl. No. 2, 3 shall be derived as per the formulae indicated in the price bid format.
- Rate against sl. 4 shall be governed by rate 'A' quoted at item sl. no. 1 of Annexure-L1 and will be derived as per formula indicated in price bid format (Annexure L2).
- Rate mentioned at Sl. No. 5 has been standardized by BHEL and shall remain firm for the entire period of contract/ extended period.
- The hiring charges finalized shall remain firm for entire period of rate contract or extended period. However, price variation due to increase/ decrease in the prices of fuel (normal diesel) shall be paid as per formula mentioned in the NIT. However, the rate for extra hours and night halt charges will remain firm and no change will be admissible on any other account whatsoever during the entire period of rate contract or extended period.
- The maintenance cost, charges of fuel, road tax, challans, insurance, salary of the driver, the overtime of driver etc. are the responsibility of the Service Provider and will be borne by the Service Provider.
- Parking charges, Toll tax, Service Tax and DND payments, as applicable from time to time shall be extra and borne as per actual by BHEL on submission of 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 actuals against production of documentary evidence. BHEL will, however, reimburse State levies / taxes (without Service Tax) for outstation journeys (for single entry only) at actual on submission of receipts in original along with the bill.
- Un-priced bid should be kept in techno-commercial bid envelope (Part-I) and duly filled priced bid should be kept in price bid envelope (Part-II).

(Signature & seal of the Service Provider)

Service Tax

<u>S. No.</u>	Descriptions	Individuals/Partnership Firms/HUF/AOP (Amount in Rs.)	Others (Public Ltd., Pvt. Ltd., etc.) (Amount in Rs.)
1	Amount of Service Tax payable by the service provider 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.
2	Amount of Service tax payable by the BHEL as service recipient under reverse charges	40% payable by BHEL	0 %

Note:

- 1. Bidders are required to fill the applicable % service tax in at sl. no. 1 as per instruction mentioned above.**
- 2. Bidders are requested to refer Annexure 'O' (service tax notification issue by GoI) before filling above format.**
- 3. Above filled format to be kept in technical bid as well as price bid.**

(Signature & seal of the Service Provider)

LIST OF CARS

MEDIUM SEGMENT

Swift dzire
Toyota Etios
Tata indigo
Xcent (or equivalent)

6-8 SEATERS

Innova
Maruti Ertiga
Travera
Xylo (or equivalent)

NOTE: Bidders should have to provide/compulsorily have all the above vehicles

DECLARATION REGARDING THE STATUS OF THE FIRM AND ABATEMENT

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

Signature
With name, Designation & seal of the firm

Service Tax Notification

Government of India
Ministry of Finance
(Department of Revenue)

Notification No. 26/2012- Service Tax

New Delhi, the 20th 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 17th 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 17th 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	Percent-age	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, shamiana or any other place, specially arranged for organizing a function) together with renting of such premises	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, 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	<p>(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.</p> <p>(ii) The invoice, bill or challan issued indicates that it is towards the charges for such accommodation.</p> <p>(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, only includes the service charges for arranging or booking accommodation for any person and does not include the cost of such accommodation.</p>
	(iii) any services other than specified at (i) and (ii) above.	40	<p>(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.</p> <p>(ii) The bill issued indicates that the amount charged in the bill is the gross amount charged for such a tour.</p>
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	<p>(i) CENVAT credit on inputs used for providing the taxable service has not been taken under the provisions of the CENVAT Credit Rules, 2004.</p> <p>(ii) The value of land is included in the amount charged from the service receiver.</p>

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-

- (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

DECLARATION FOR RELATION IN BHEL

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder failing which the offer of Bidder is liable to be summarily rejected)

REF:.....

Date.....

To,

**BHARAT HEAVY ELECTRICALS LIMITED,
TRANSMISSION BUSINESS GROUP,
5TH FLOOR, ADVANT NAVIS IT BUSINESS PARK,
PLOT No-7, SECTOR-142, EXPRESSWAY NOIDA,
NOIDA-201305
DISTT- G.B.NAGAR (UTTAR PRADESH)**

Dear Sir,

Sub : Declaration for relation in BHEL

Ref : 1) NIT/Tender Specification No:,

I/We hereby submit the following information pertaining to relation/relatives of Proprieter/Partner(s)/Director(s) employed in BHEL

Tick(✓) any one as applicable:

1. The Proprieter, Partner(s), Director(s) of our Company/Firm DO NOT have any relation or relatives employed in BHEL

OR

2. The Proprieter, Partner(s), or Director(s) of our Company / Firm HAVE relation / relatives employed in BHEL and their particulars are as below:

(i)

(ii)

Signature of the Authorised Signatory

Note:

1. Attach separate sheet, if necessary.
2. If BHEL Management comes to know at a later date that the information furnished by the Bidder is false, BHEL reserves the right to take suitable action against the Bidder / Contractor.

Check-List

Sl. No.	Description of requirement	Yes/ No/ NA	Page No(s)
1	EMD of Rs. 50,000/- in the form of Pay order or Demand Draft in favour of "BHEL" payable at New Delhi in a separate envelope.		
2	Details of work experience, satisfactory work performance certificates.		
3	Copies of the Balance sheet and Profit & Loss account statement for last three financial years (As per PQR) , duly certified by CA		
4	Acknowledgement of I-T return of last three financial years i.e. FY 2012-13, 2013-14 and 2014-15		
5	Copy of the PAN card.		
6	Copy of Service Tax registration certificate		
7	Technical requirement/ Specification (Annexure-"A")		
8	General conditions of contract (Annexure-"B")		
9	Special conditions of contracts (Annexure-"C")		
10	Details of Business (Annexure-D)		
11	Acceptance Letter/ No deviation (Annexure-"E")		
12	Declaration (Annexure-"F")		
13	Technical Details (Annexure-"G")		
14	NEFT Format (Annexure-"H")		
15	Details of Vehicle (Annexure-I)		
16	Vehicle Duty Slip (Annexure-"J")		
17	Log Sheet (Annexure-"K")		
18	Unquoted Price Bid Format (Annexure-"L1", "L2")		
19	Applicable % service tax (Annexure-"L3")		
20	List of cars (Annexure-"M")		
21	Declaration Regarding The Status Of The Firm And Abatement (Annexure – "N")		
22	Service Tax Notification (Annexure "O")		
23	Declaration regarding relation in BHEL (Annexure "P")		
24	Check List (Annexure Q)		

(Signature & seal of the Service Provider)