



Bharat Heavy Electricals Limited

Heavy Electrical Equipment Plant, Haridwar-249403

Department: WEX-WCS

Tender Document

Name of Work: Rate contract for hiring of various segment vehicles (Taxies)

Tender Enquiry No.: BHEL/HEEP/WEX-WCS/16-17/6230/20160153 DT.23.01.17

Due date of Tender Opening : 03.03.2017

Techno-commercial Bid (Part-1)

Place of Submission of Tender / Bid: Tender Room, Purchase Deptt., 4th floor, Main Administrative Building, BHEL, HEEP, Haridwar-249403 (Uttarakhand)

Contact Person: Mr. Manish Kumar (Sr. Engineer, WCS)

Contact Address: ADM-4, ground floor, WEX-WCS, HEEP

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azadd@bhelhwr.co.in

Phone: 01334-284543/1332/1022

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Name of Tenderer:

Address:

Phone No:

Email ID:

Details of Tender Document

Name of Work: Rate contract for hiring of various segment vehicles (Taxies)

The Tender document has been detailed as Follows:

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(Annexure-N)



NOTICE FOR TENDER (NIT)
BHARAT HEAVY ELECTRICAL LIMITED
HEEP, Haridwar-249403(UTTARAKHAND)

Name of Department	WEX-WCS		
Phone	+91-1334-284543/1332/1022	Fax	+91-1334-226460
Email Address	omanish@bhelhwr.co.in		
Contact Person	Manish Kumar (Sr. Engineer, WEX-WCS)		
NIT Key.	20160153	Dated :	23.01.17
NIT No.	BHEL/HEEP/WEX-WCS/16-17/6230/20160153 DT.23.01.17		
NIT No. on www.bhel.com	31368		
NIT No. on www.bhelhwr.co.in	2447		
Type Of Tender	Open Tender		
#Tender Cost (in INR)	500/- (Exempted for valid MSME and downloaded tender from BHEL Website)		
Estimated cost (FOB BHEL Haridwar basis)	-		
EMD (in INR)	50,000/- (Exempted for valid MSME)		
Period of completion of work	12 months		
Two Part Bid /single bid	Two Part Bid		
NIT Value (in Rs.)	91.95 Lacs		
Last Date of Sale of Tender	02.03.2017	Time :	03:30 PM
Last Date of submission of Tender	03.03.2017	Time :	01:45 PM
* Date and Time for opening of Technical Bid	03.03.2017	Time :	02:00 PM
Place Of submission of Tender	Tender Room, Purchase Deptt., 4th floor, Main Administrative Building, BHEL , HEEP, Haridwar-249403 (Uttarakhand)		

*In case of two part bid, date of opening of Tender means the date of opening of Techno-commercial bid.

However date of opening of price bid shall be intimated to technically qualified parties. If the due date of tender opening happens to be a holiday, the tenders will be opened on the next working Tuesday/Friday.

Tender cost & EMD shall be submitted either in form of cash receipt issued by cash section, BHEL, HEEP, Haridwar (subject to provision of Income tax act) or Demand draft issued by any nationalised bank in favour of Sr. Accounts Officer (Cash), BHEL, HEEP, Haridwar separately in two different envelopes superscribed as Tender cost and EMD respectively. However Tender cost is non-refundable.

Name of Work: Rate contract for hiring of various segment vehicles (Taxies).

Contracting Executive Name: Manish Kumar

Date:

1. BHEL reserves the right to accept or reject any/ all application(s) without assigning any reason thereof.
2. If any document submitted by tenderer found false at any stage, the tender/ work order will be cancelled immediately and the financial loss to BHEL if any in making alternative arrangement will be recovered from the contractor.
3. BHEL will not be responsible for the loss or delay of tenders in transit in any case.
4. All further corrigenda, addenda, amendments, time extensions, clarifications & etc. to the tender, if any shall only be notified on BHEL websites (www.bhelhwr.co.in, www.bhel.com) as applicable. Please visit our website before submitting your offer.
5. For detailed instructions/information refer the tender document on BHEL website.

SCOPE OF WORK & QUALIFYING REQUIREMENTS

Introduction: BHEL intends to have Rate Contract with reputed Taxi/Cab service providers from local market for hiring of various segment of vehicles (as per Annexure-F), on demand basis, for a period of 12 months including driver, fuel, all maintenance, taxes, driver's meal/ lodging etc., to perform local*/ outstation**/ BHEL plant transportations. The vehicles are required having commercial registration certificate (Taxi Registration) with complete maintenance and comprehensive insurance.

Experienced and resourceful operating service providers meeting qualifying requirements as mentioned below are invited to participate in the tender.

Scope of Work: Contractor(s) have to provide of various segment vehicle(s) (as per Annexure-F) equipped with Heater & A/c (except in Bus-52 seater at Sr. No. 9 of Annexure-F) on day to day basis as & when required under rate contract as per Terms & Conditions mentioned in Annexure-C (Special Terms & Conditions), Annexure-D (Commercial Terms & Conditions) and Annexure E (General Terms & Conditions). Anticipated requirement of the vehicles during the contract period of the 12 months (segment-wise) is as per Annexure-F and the business volume during the contract period of 12 months is expected to be of **approx. Rs. 91.95 lakh** in respect of all segments. However, this requirement is indicative for this tender and does not guarantee the exact requirement of the vehicles and may increase or decrease depending upon the BHEL's requirement.

PRE-QUALIFYING REQUIREMENTS (PQR)

- i. Bidder must have possessed at least 05 Nos. commercial vehicles such as Ambulances/ Taxies/ Cars/ Buses/ Jeeps and the same registered in the name of bidder since last three years from the date of publication of the tender.
- ii. Solvency certificate from bank for an amount not less than Rs. 10.0 Lakh.
- iii. The bidder must have PAN & Service Tax registration No. in Tour operator/Rent-a-cab category. In case registration for Service Tax is not required as per Service Tax rule due to present business volume, bidders have to certify the same. In case, registration is required in future due to increase of business, bidders have to give undertaking for producing registration certificate.

Documents Required:

- i. Self-attested photocopy of RC, Insurance & fitness of the vehicles against Sr. No. (i) of PQR.
- ii. Solvency certificate from any scheduled bank for an amount not less than 10.0 lakh against Sr. No. (ii) of PQR. Solvency certificate should not be prior to one year of the date of opening of technical bid.
- iii. Self-attested copy of PAN Card for Income Tax & Service Tax Registration certificate for Service Tax in the Tour operator/Rent-a-cab category duly signed & stamped by the bidder against Sr. No. (iii) of PQR.

*Local means under premises of District Haridwar.

**Outstation means beyond premises of District Haridwar.

IMPORTANT INSTRUCTIONS

1. Tender documents may be obtained from the office of undersigned after depositing of required tender cost and same is also available on web site i.e. www.bhelhwr.co.in/ www.bhel.com. It can be downloaded and used as tender document for submitting the offer. Please visit our website before submitting your offer for corrigenda, addenda, amendments, time extensions, clarifications & etc. (if any).
2. The offer shall be submitted as per the instructions of tender document. One set of tender document signed by authorized representative of tenderer and stamped on each page & annexures shall be submitted. Price shall not be mentioned anywhere in the techno-commercial offer. Price shall be quoted in the relevant price bid only and must be submitted in separate sealed envelope. In case of any clarification, bidder may contact the office of undersigned. Overwriting / correction in tender documents shall not be allowed. However if correction is unavoidable, the same may be signed by authorized signatory.
3. Tender must be submitted in two parts, i.e., (i) Techno-Commercial bid and (ii) Price Bid. Both the offers i.e., "Techno-Commercial bid" and "Price Bid" must be sealed in separate envelopes super scribed with NIT no. and name of the contractor. EMD and Tender cost DD/Cash receipt must be submitted in two different envelopes super scribed as Tender cost and EMD respectively. All the Four envelopes must be sealed in another envelope super scribed with NIT no. , name of the contractor and name of work.
4. On the date of opening of tender, only Techno-Commercial bid shall be opened. Price Bid of technically qualified bidders shall be opened on another day which will be intimated to parties accordingly.
5. Offer without requisite EMD (earnest money deposit) & Tender cost will not be considered.
6. EMD and Tender cost shall be submitted as per NIT either in form of cash receipt issued by cash section, BHEL, HEEP, Haridwar (subject to provision of Income tax act) or Demand draft issued by any Nationalised bank in favour of **Sr. Accounts Officer (Cash), BHEL, HEEP, Haridwar**.
Note: Tender Cost shall not be charged if tender documents is downloaded from BHEL website.
7. **SPECIAL TERMS & CONDITIONS:**
Special terms and conditions are enclosed (**Annexure-C**). In order to evaluate the Techno-Commercial part of the bid, the bidders are requested to confirm clearly the acceptance of Special Terms & Conditions. Offers of the bidders who do not accept the Special Terms & Conditions are liable to be rejected.
8. BHEL reserves the right to accept or reject any or all offers without assigning any reason thereof. BHEL also reserve the right to cancel the tender wholly or partly without assigning any reason thereof. BHEL will not entertain any correspondence with bidders in this regard (except for the refund of EMD).
9. For any clarification w.r.t. tender document, bidders may seek the same through telephone/ e-mail to the undersigned before submission of tender document. Last moment queries may be avoided and will not be entertained. BHEL will not be responsible for acknowledging of such queries i.e. ample time should be there to address any query.
10. In the event of any typing error / other clerical errors in the tender documents, noticed by the tenderer, the same must be pointed out before submission of offer, or else, BHEL's interpretation shall prevail & binding on the tenderer.

CHECKLIST**Annexure-B****CHECK LIST FOR THE DOCUMENTS TO BE SUBMITTED****(A) First envelope (TECHNO-COMMERCIAL BID)**

Sr. No.	Documents Required	Enclosed (√ / X)
1.	Self-attested copy of RC, Insurance, Fitness of at least 05 nos. of commercial vehicles, against PQR, Sr. No. (i).	
2.	Solvency certificate from any Scheduled bank for an amount not less than Rs. 10 lacs. Solvency certificate should not be older than one year from the date of opening of technical bid, against PQR, Sr. No. (ii).	
3.	Self-attested copy of PAN Card & Service Tax Registration Certificate duly signed and stamped by the bidder, against PQR Sr. No. (iii).	
4.	Only Signed & stamped Un-priced price Bid (Annexure-N).	
5.	Each page of the tender document duly filled, signed and stamped.	

(B) Second envelope (PRICE BID)

Sr. No.	Documents Required	Enclosed (√ / X)
1.	Quoted price bid duly filled, signed and stamped (as Annexure-N), should be submitted separately in sealed envelope.	

(C) Third envelope (EMD)

Sr. No.	Documents Required	Enclosed (√ / X)
1.	EMD Cash Receipt/DD	

(D) Fourth envelope (Tender Fee)

Sr. No.	Documents Required	Enclosed (√ / X)
1.	Tender Fee	

SPECIAL TERMS & CONDITIONS

1. Distribution of Work:

- i. L-1 shall be picked in each segment on the basis of quoted rates.
- ii. All other techno-commercially qualified vendors i.e. L-2, L-3, L-4....L-n shall be asked to work at the L-1 rates in each segment.
- iii. Vendors, to whom L-1 rates are acceptable shall be kept in panel (empaneled) for availing services.
- iv. In case two or more vendors are empanelled for particular segment/category of then work shall be distributed vertically i.e. segment wise in approximated proportion as follows which may vary by 3-5%:
 - a. In case of two vendors are empanelled: 3:2.
 - b. In case of three vendors are empanelled: 3:1:1.
 - c. In case of Four vendors are empanelled: 3:1:1:1.
 - d. In case of five or more vendors are empanelled: 2:1:1:1:1.....:1 up to n-vendors.

Notes:

- a. Normally, distribution of work shall be done as per point no. 1 (iv) as above, but if un-satisfaction is observed on later stage through taxi services or user/customer's feedback, BHEL reserves the right to terminate the service or contract, from that particular Taxi provider immediately and switch to other paneled Taxi provider(s) for any particular service or all services for the remaining contract period.
 - b. If any empaneled vendor(s) except L-1 vendor is/are terminated at any stage of the contract, then remaining part of work shall be given to L-1 vendor in that particular category.
 - c. If L-1 vendor is terminated at any stage of contract then his remaining work shall be distributed equally among other empanelled vendors in that particular category.
 - d. If L-1 vendor as well as any empaneled vendor(s) are terminated then their remaining work shall be distribute among remaining empanelled vendors.
 - e. Distribution of work in proportion as mentioned above shall be ensured during the full contract period.
2. **Driver:** The Taxi provider shall provide experienced drivers with adequate knowledge of reading, writing and spoken English / Hindi having knowledge of different routes as well as maintain minor repair of Taxi and holding valid **commercial driving license**. 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 Taxi provider through driving staff. The Taxi provider must also provide a **mobile phone** to the driver sent for duty and intimate the same along with mobile no. to BHEL.
- **Uniform:** Well/ neatly dressed in Shirt & Pant with shoes and must have his ID issued by Taxi provider's firm.
 - **Conduct:** The Drivers should be polite and well behaved. Chewing of tobacco, smoking and drinking while on duty is prohibited and shall be treated as misconduct.
 - A driver who has been **CHALLANED** more than twice in a year for offences like red light jumping, violation of lane discipline or allowing unauthorized person to driver cannot be employed. A driver who has been challaned even once for the offence of over speeding, drunken driving and dangerous driving etc. cannot be employed.
 - **Police Verification & Medical Fitness:** Taxi provider must maintain a valid police verification of all his drivers, being deputed for service(s) under contract period. As well as Taxi provider shall maintain valid medical examination of all his drivers time to time (annually) and ensure to BHEL about medical fitness of drivers.
3. **Vehicle Condition:** The Taxi provided by the Taxi provider must be in excellent condition, should be neat and clean with seat covers, perfumes, first aid box, A/c-Heater ready, etc. and must have proper and complete documents. The Taxi 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(s) as well as the driver(s).

Note: Vehicles required in segment at Sr. No. 07 of Annexure-F should not be more than 02 years old and should have not run more than 60,000.00 kms (model not before 2015 and total distance travelled should not more than 60,000.00 kms).

- 4. Intimation Time:** The requirement of taxi(s) to be hired by BHEL shall be based on 'as & when required' basis, depending upon the requirement and need, and same shall be intimated to the taxi provider **minimum two hours before the start of duty.**
- 5.** In case of non-availability of Taxi, it will be the responsibility of the Taxi provider to provide same or equivalent segment vehicle from any other source(s) without any delay.
In case of sudden breakdown / accident / rejection, the Taxi provider shall provide alternate Taxi of same or equaling segment as the earliest, failing which the Taxi shall be hired from other paneled taxi provider/ outer agency at the risk and cost of the Taxi provider.
- 6.** The Taxi provider shall maintain the Order slip/ duty slip as per Performa enclosed (Refer Annexure-“H”). The Order slip/ duty slip should be got signed by the driver as well as countersigned by Auto-Pool/User at the end of each journey OR daily which would indicate the details such as opening and the closing meter reading, point of starting & ending of the journey, route detail, date, time of release and **customer feedback with score.**
- 7. Maintenance:** All repairs & maintenance, during journey/ duty shall be responsibility of Taxi provider. BHEL shall not bear for any above related activity to vehicle.
- 8. Fuel Tank:** Fuel level in the fuel tank of the vehicle is to be kept sufficient for the journey of at least 250 kms. Time consumed and distance travelled in intermediate refilling of the fuel shall not be taken into account.
- 9.** Any change in the Taxi, hired for particular duration/ service/ duty is not permissible except due to breakdown or repair/ service. Similarly, change in the driver for whatever reasons will not be acceptable. However, in case the Taxi provider is constrained to replace either the Taxi or driver, prior permission should be taken from Auto-Pool as well as inform to user and Auto Pool about the change.
- 10.** BHEL shall monitor quality of the services provided by the each Taxi provider on each duty basis, based on **customer feedback.** Feedback record shall be kept in term of points scored (out of 10), for each service/ duty performed and monthly scoring analysis (segment wise) shall be done. If monthly cumulative score comes down to 50% or below, hiring of the Taxi from the particular Taxi provider may be stopped/ terminated/ blacklisted.
- 11.** BHEL reserves the right to verify the correctness of any of the document like Service tax registration no., Taxi Registration / fitness/ Insurance, etc. submitted by the taxi provider and also the fleet.
- 12.** The Taxi provider shall furnish under taking about the vehicles being free from all encumbrances.
- 13.** The Taxi provider shall not appoint any sub-provider/ sub-agency to carry out any obligation under the contract, however service(s) may be arranged through other sub-provider/ sub-agency on his responsibility.
- 14.** Taxi provider should have his office or branch office within 10 kms from BHEL, Haridwar, and provide at least two contact numbers & email-Ids of his representatives/ employees, who shall provide/monitor the service/ backup arrangement and attend any complain or information regarding the contract/ service all days 24x7.
All conflict or complain must be resolve through Taxi provider's representative with our concern. In case of any query or problem, driver will intimate his representative or report in Auto Pool, but he will never create trouble for User/ Customer.
- 15.** The Taxi provider shall comply with all the statutory provisions as laid down under various Labour Laws/ Acts/ Rules like Minimum Wages, Provident Funds, ESI, Bonus etc. as enforced through Labour Laws/ Acts/ Rules from time to time, at his own cost. In case of violation of any such statutory provisions under Labour Laws or any other law applicable, by the contractor, there will not be any liability on the BHEL.

Commercial Terms & Conditions

- 1. Rate & Price Variation:** In case of award of contract, the hiring rates shall remain fixed for a period of 12 months i.e. the entire period of contract (subject to quoted increased rate for the peak season of Chaar-dhaam Yatra). However, price variation due to increase / decrease in the price of fuel (normal diesel as available at Petrol Pumps in Haridwar) shall be applicable as Rs. 0.10/-per Km on each one rupee increase/ decrease in fuel rate, from base rate of fuel submitted on date of tender submission.
- 2. Validity of Offers:** The offers submitted by the bidders shall be valid for a period of 4 months from the date of opening of Part-I bid. Price bid opening shall be limited to techno-commercially acceptable bidders only.

BHEL reserves the right to reject any or all quotations without assigning any reason whatsoever. Quotation of the bidders who have been black-listed / debarred / banned by PSUs / kept on hold by any Central or State Govt. office during the last 48 months will be rejected. Incomplete bids, in any term, are liable to be rejected.
- 3. Validity of Contract:** The contract will be valid for a period of 12 months. The same may however be extended further thereof with mutual agreement, in writing, on the same Rates and Terms & Conditions.
- 4. Termination of Contract:** If at any time the Taxi provider(s) defaults in proceeding with the work with due diligence and continues to do so or commit any fault in complying any of the tender terms and conditions (specially shown in Penalty Clause as Sl. No. 8 i.e. Penalty Clause in Annexure D (*Commercial Terms & 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 address given in the tender.
- 5. The Taxi provider will ensure the **plant permission** of Taxi along with driver(s) (if required) including on Sunday & Holiday. Any inconvenience to the customer must be informed to the Auto Pool urgently.**
- 6. Evaluation Criteria & Terms Of Payments For Journeys:**
 - i. Evaluation of the rate for the hiring of taxi under rate contract on various segment-wise will be based on "Annexure N" which is also Price Bid Format.**
 - ii. In the event of more than one bidder having quoted identical lowest rates in any segment and there is a tie amongst the bidders, then all the respective bidders would be listed under panel for that segment and work shall be distributed equally.**
 - iii. The payment for journeys will be regulated on the following basis:**
 - a. Payment shall generally be made against each serviced bill within 30 days after receipt of the bill in duplicate and verification within BHEL certification by Officer-In-Charge (Auto-Pool) for satisfactory completion of the work and correctness of bill. No advance money will be paid under any circumstances. Also no interest shall be paid due to delay in making the payment. Bills in duplicate along with Order slip/ duty slip duly signed by In-charge Auto-Pool should be sent to BHEL, Haridwar within 15 days after the completion of each service. It should be ensured that there is no overwriting in the Order slip/ duty slip. Order slip/ duty slip without signature of Auto-Pool In-charge at the specified places shall not be accepted for payment.**
 - b. Extra Kms shall be paid only after completion of 80 Kms run in a particular day if applicable and shall be verified by In-charge Auto Pool. This 80 Kms shall include distance run by the vehicle to reach duty start point from Garage and back to garage from duty end point as per actual (limited to maximum 5 km on each way i.e. Garage to start point and end point to Garage) subject to the verification by User/ In charge-Auto Pool in respect of the journeys.**
 - c. Extra Hours shall be paid only after completion of 12 hrs duty in a particular day if applicable and shall be verified by In-charge Auto Pool. No Extra hrs. shall be paid in case of outstation duty.**

- d. **Night charges** shall be admissible only in case of duty detained beyond 12:00 am midnight on daily basis.
- e. Journey kms shall be count 1.5 times of one side traveled distance, in case of pre-intimated pick/drop duty.
- f. All maintenance cost, charges of fuel, road tax, Challan, driver's expenditures like: meal/ boarding/ lodging, overtime of driver, phone charges etc. are the responsibility of the Taxi provider and will be borne by the Taxi provider.
- g. **Outstation Duties:** Payment for the out station duties shall be paid as per minimum per day charges plus extra kms run above 80 kms/day.
- h. **During peak season of Chaar-Dhaam Yatra** in the months of May-June, increased payment shall be paid against Minimum Charges/ day (Column C of Price Bid) only, as quoted increase percentage accordingly.
- i. All expenditures incurred during journey like; parking, taxes, fuel, driver's meal/ lodging, maintenance shall be arrange by driver himself. However parking & toll taxes/ interstate taxes shall be reimbursed on actual basis by BHEL on submission of original receipts along with monthly bills.
- j. **Service Tax** shall be paid by BHEL as per government rule.
- k. **Tax Deduction at Source:** Tax shall be deducted at source from the running bill as per applicable Income Tax Rules and other statutory requirements.
7. **Deviation:** The Taxi provider must comply with the tender specification and all terms and conditions of contract. No deviation shall normally be entertained. Deviation if any, should be given as per the format attached at Annexure-J by mentioning the related/affected clause number etc.
8. **Penalty Clause :**
- i. **Penalty of upto 20% of billed amount shall be deducted from the bill in case of:**
- a. **Poor** feedback from the customer and verified by Auto Pool w.r.t. quality of service, behavior & conduct* of the driver etc.
- ***Misconduct:** Chewing tobacco, smoking, and consumption of Narcotics and drinking (consumption of alcoholic beverages) during duty will be prohibited and the same shall be treated as misconduct.
- b. Providing below category vehicle, incomplete paper (RC, Insurance, DL, fitness etc.), bad outlook, uncleaned Seat covers, smell, broken or crack glass panels, abnormal sound, wobbling, missing, non-working of AC/ Heater etc., dilapidated tyre, unmaintained battery etc.
- ii. **Penalty of Rs. 500/- per day/ service/ duty/ vehicle shall be imposed in case of:**
- a. Non-availability / Non-reporting / refusal to provide the requisite vehicle(s) and same may be hired from any other source (paneled or other than paneled) at the risk and cost of the Taxi provider. The difference, if any, between the agreed hiring rates with the Taxi provider and the amount payable by BHEL to any third party, shall be recovered from the Taxi provider from the incoming bills in addition to the penalty of Rs. 500/- per day/ service/ duty/ vehicle.
Repeated refusals by the taxi provider will be viewed seriously and appropriate action may be taken or Terminate the contract as 'deemed fit' will be initiated against such defaulting provider. BHEL's decision in this regard shall be final.
- b. Late reporting of more than 10 minutes or disappear without information to user or any inconvenience due to wrong reporting, low fuel, long routing, etc. penalty will be applicable as per Sr. No. 8.ii (a) above.
- c. Taxi provider fails to replace either the Taxi or Driver within half an hour (30 minutes) after permission from Auto-Pool, penalty will be applicable as per Sr. No. 8.ii (a) above.
- BHEL's decision regarding penalty shall be final and binding.

General Terms & Conditions

1. Arbitration :

- i. 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 & Taxi 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.

The venue of arbitration shall be at HARIDWAR.

- 2. Jurisdiction of Court:** Courts at Haridwar 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.

3. Liabilities:

- i. Liabilities on account of third party claim(s) or legal processor shall be the whole responsibility of Taxi provider/ Insurance Company.
- ii. Liabilities on theft or total loss of vehicle(s) shall be considered as closed against the hiring of that vehicle(s) and further no hiring charges will be paid. To maintain the continuity of contract/ work, Taxi provider will have to provide alternative Taxi(s) with equaling specification immediately.

- 4. Default/Breach of Contract And Insolvency:** If the Taxi provider(s) fails to provide the required services as per the Contract within the period(s) fixed for such service 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 provide services covered by the Contract either in whole or in part or otherwise fails to perform the Contract or commits any breach of the Contract not herein specifically provided for or in the event of the death or insanity or if the Taxi 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 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 Taxi 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 breach of Order/Contract shall be entitled to cancel the Contract either in whole or portion thereof without compensation to the Taxi provider. In case of breach of contract by the contractor, security amount shall be forfeited by the BHEL and the firm shall be blacklisted in addition to termination of the contract in question.

- 5. Risk Purchase Clause:** In case of delays in supplies / defective supplies or non-fulfillment of any other terms & conditions given in the work order the purchaser may cancel the work order in full or part thereof and may also make the purchase of the material / service from elsewhere / alternative source at the risk and cost of supplier. Vendor does not agree to above clause, their offer is liable to be rejected. In case any vendor accepts risk purchase clause initially and subsequently declines to honour the term in the eventuality of RISK PURCHASE, they may be banned for business with BHEL.

- 6. Foreclosure/Termination:** The BHEL reserves the right to terminate the contract any time prior to the expiry of contract period at its sole discretion. In the event of foreclosure/ termination of the contract in respect of vehicles, 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 one month' notice in writing. The notice will be deemed to have been served as and when sent.

- 7. Tax deduction at source:** Tax shall be deducted at source from the running bill as per applicable Income Tax Rules and other statutory requirements.
- 8. Deviation:** The Service provider must comply with the tender specification and all terms and conditions of the contract. No deviation shall normally be entertained.
- 9. Security deposit:** Security deposit from successful Tenderer shall have to be deposited before start of the work. The total amount of Security Deposit will be **3%** of the contract value. **EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.** The balance amount to make up the required Security Deposit may be accepted in the following forms:

- i. Cash (as permissible under the extant Income Tax Act)
- ii. Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
- iii. Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
- iv. Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
- v. Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)
(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)
- vi. At least 50% of the required Security Deposit, including the EMD, can also be collected before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.

If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.

The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of the authority competent to award the work.

Please note that:

- The Security Deposit shall not carry any interest.
- The claim for refund of security deposit is governed by the Limitation Act. The period of limitation is 3 years, commencing from the date that the right to the due accrues. In the case of security deposit paid along with the individual contract, the right to the due would accrue after the maintenance period, or the date of payment of final bill, whichever is later.

10. Earnest Money deposited by the tenderer will be forfeited if:

- i. After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
- ii. The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.
EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/contractors" and forfeited /released based on the action as determined under these guidelines.

Please note that:

- EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of award of work.
- Earnest Money deposit shall not carry any interest.
- Offers without EMD will be rejected and will not be considered for evaluation. However "MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II

certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed at **Annexure -G** where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer".

11. If any information/documents submitted by the contractor are found false/fake at any stage, the offer will be cancelled and earnest money/ security deposited shall be forfeited. The suitable action will be taken against the Contractor as per BHEL rules.
12. 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 Central or State Govt. office will be rejected. Incomplete bids, in any term, are liable to be rejected.
13. Banning of business dealings with the contractors may be resorted to for serious lapses in performance/ misdemeanor such as abandoning the work without completing, resorting to unfair means (including false certification), not accepting the contract when awarded etc.
14. The offers of the Vendors who are on the banned list as also the offer of the Vendors, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com
15. Documents submitted with the offer shall be signed and stamped in each page by authorized representative of the bidder.
16. Documents not signed and stamped by the authorized signatory of the bidder shall not be accepted and considered for evaluation of the bid etc.
17. Conditional tender is likely to be rejected.

Bill of Quantity

SN	SEGMENT	TYPE OF VEHICLE	Average nos. of vehicles required per day	Expected nos. of days of requirement in 12 months
1	A2 COMPACT SEGMENT CAR	A2: AMBASSDOR/ INDICA/ VISTA/ ALL HATCHBACK etc.	1	300
2	A3B MIDSIZE EXECUTIVE CAR	A3B: DZIRE / TATA MANZA/ ACCENT/ AMAZE/ SAIL etc.	1	200
3	A4 EXECUTIVE SEGMENT CAR	A4: HONDA CITY/ CIVIC / SX4/ FORD FIESTA/ VERNA etc.	1	10
4	B1 MUV/MPV/ SUV SEGMENT VEHICLE	B1: TATA SUMO/ BOLERO	1	100
5	B2-B3 MUV/MPV/ SUV SEGMENT VEHICLE	B2: QUALIS /SCORPIO /TAVERA B3: XYLO/ ERTIGA	1	50
6	B4 SUV SEGMENT VEHICLE	B4: INNOVA OR EQUIVALENT	5	200
7	A3A MIDSIZE SEGMENT CAR	A3A: INDIGO/ LOGAN /VERITO	17	300
8	-	Bus 27-Seater (Deluxe)	1	15
9	-	Bus 52-Seater	1	10
10	-	Force Tempo Traveller (12+1 seater)	1	40

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

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

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

1. For Manufacturing Enterprises: Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722(E) dated October 5, 2006:

Rs.....Lacs

2. For Service Enterprises: Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:

Rs.....Lacs.

(Strike off whichever is not applicable)

The above investment of Rs.....Lacs is within permissible limit of Rs.....Lacs forMicro / Small **(Strike off which is not applicable)** Category under MSMED Act 2006.

Or

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

Date:

(Signature)

Name-

Membership number-

Seal of Chartered Accountant

Duty Slip & Feedback Format

ORDER NO _____

AUTO POOL, WEX-MT, HEEP, BHEL,
HARIDWAR-249403 TEL: 01334-284299/5568

टैक्सी ऑर्डर/ड्यूटी सिलिप
VEHICLE ORDER/DUTY SLIP

आपूर्तिकर्ता का नाम: _____ मोबाइल नं: _____
वाहन का प्रकार/विवरण: _____

उपयोगकर्ता का नाम/विवरण: _____ मोबाइल नं: _____
रिपोर्टिंग का स्थान: _____ दिनांक: _____ समय: _____
गन्तव्य स्थान: _____ दिनांक व समय जिस तक बांछित: _____
अन्य निर्देश यदि कोई: _____

Plant Permission sought for hired Vehicle.....
Driver

मालिक का नाम/विवरण: _____
स्टाक नं: _____ पट: _____ विभाग: _____
मोबाइल /फोन नं: _____
अनुदेशित द्वारा _____

In-charge/Auto Pool _____ CISF _____

वाहन विवरण	दिनांक	कि.मी. आरम्भ	समय आरम्भ	साधारणकर्ता उपस्थित/पूरा	कि.मी. अंतिम	समय अंतिम	साधारणकर्ता उपस्थित/पूरा

टिप्पणी यदि कोई:

साधारणकर्ता उपयोगकर्ता/ऑटोपूल

Customer Feedback:



10

उपयोगकर्ता/ऑटोपूल

DETAILS OF BUSINESS

The Contractor/service provider shall furnish the following information along with Part-1 bid:

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 Nos.:
 - a. Office:
 - b. Res:
 - c. Garage:
 - d. Mobile:
 - e. Fax:
 - f. Email Id & Website:
7. Name of proprietor / partner
8. Name of Bankers
9. Date / year of commencement of Business
10. Whether registered with any Govt. Institution / Undertaking / large corporate of repute. If so, furnish particulars with supporting documents
11. Service Tax - Registration No.
12. Any other information

(Signature & seal of the service provider)

Acceptance/ No Deviation Certificate

Notwithstanding anything mentioned in our bid, we hereby accept all terms and conditions of the above tender. Or we hereby accept all terms and conditions of the above tender except the following: (Give reference to Clause Nos. of Terms & Conditions which is 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 hereby declare that I / we have not been banned or de-listed by any PSU / Government Department / Financial Institution / Court during last 48 months and no case is pending with the police / court against our firm/ partner or the company.

Signature with name,

Designation & seal of the firm

Downloaded from BHEL website

NEFT detail Format

1. Beneficiary Name
2. Beneficiary Bank Name
3. Beneficiary Bank address
4. Beneficiary Account Number
5. IFSC CODE of the bank
6. Email ID
7. PAN
8. Enclose Blank cancelled cheque No.

Enclosed: An original/ photocopy of blank cancelled cheque of the respective bank account as mentioned 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:

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

Name of Work: Rate contract for hiring of various segment vehicles (Taxies)	NIT No: BHEL/HEEP/WEX-WCS/16-17/6230/20160153 DT.23.01.17
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Annexure N

PRICE BID (PART-II)

Name of Work: Rate contract for hiring of various segment vehicles (Taxies).

Estimate Cost : 91.95 Lakh

Tender Cost : Rs. 500/-

Date of Opening of Techno-commercial Bid (PART-I):

Period of Completion: 12 months

Earnest Money: Rs. 50,000/-

SN	SEGMENT	TYPE OF VEHICLE	Min. Charges/Day (upto 80kms & 12 hrs)/day	Extra km rate/km (beyond 80 kms.)	Extra Hill km Rate (Excluding running in plain)	Extra Hour Rate/Hr. (After 12 Hrs/Day in Local Duty only)	Night Halt Rate/Night (After 12:00 am midnight)	Discount % (on bill of Rs. 5000/- & above.)	Evaluation Rate E=[Cx1+RX40+HX0.1+TX 0.5+NX0.3] X (1-0.25D%) +[P%CX0.15]
			C	R	H	T	N	D	E
1	A2 COMPACT SEGMENT CAR	A2: AMBASSDER/ INDICA/ VISTA/ ALL HATCHBACK etc.							
2	A3B MIDSIZE EXECUTIVE CAR	A3B: DZIRE / TATA MANZA/ ACCENT/ AMAGE/ SAIL etc.							
3	A4 EXECUTIVE SEGMENT CAR	A4: HONDA CITY/ CIVIC / SX4/ FORD FIESTA/ VERNA etc.							
4	B1 MUV/MPV/ SUV SEGMENT VEHICLE	B1: TATASUMO/ BOLERO							
5	B2-B3 MUV/MPV/ SUV SEGMENT VEHICLE	B2: QUALIS /SCORPIO /TAVERA B3: XYLO/ ERTIGA							
6	B4 SUV SEGMENT VEHICLE	B4: INNOVA or equivalent.							

Contd..

Signature of Tenderer with stamp

Accounts Representative Opening Officer

Name of Work: Rate contract for hiring of various segment vehicles (Taxies)	NIT No: BHEL/HEEP/WEX-WCS/16-17/6230/20160153 DT.23.01.17
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PRICE BID (PART-II) Contd.

SN	SEGMENT	TYPE OF VEHICLE	Min. Charges/Day (upto 80kms & 12 hrs)/day	Extra km rate/km (beyond 80 kms.)	Extra Hill km Rate (Excluding running in plain)	Extra Hour Rate/Hr. (After 12 Hrs/Day in Local Duty only)	Night Halt Rate/Night (After 12:00 am midnight)	Discount % (on bill of Rs. 5000/- & above.)	Evaluation Rate $E=[Cx1+Rx40+Hx0.1+Tx0.5+Nx0.3] X (1-0.25D\%)+[P\%CX0.15]$	
			C	R	H	T	N	D	E	
7	A3A MIDSIZE SEGMENT CAR	A3A: INDIGO/LOGAN /VERITO								
8	-	Bus 27-Seater (Deluxe)								
9	-	Bus 52-Seater								
10	-	Force Tempo Traveller (12+1 seater)								
11	% Increase in quoted minimum charges/day (C) only, during peak season of Chaar-Dhaam yatra in the months of May-June only = P =									
12	Base Fuel (Diesel) Price as on date of submission of the Tender									

Notes:

1. All Charges incurred by agency including Inter-State Taxes, Toll Taxes, Parking Etc. shall be reimbursed by BHEL on actual basis.
2. Extra Kms charges shall be paid after 80 Kms duty, duly verified by Auto pool/shift in-charge.
3. Extra hour charges shall be paid after 12 hours duty, duly verified by Auto pool/shift in-charge. No extra hours charges shall be paid in case of outstation duties.
4. Night halt charges shall be paid if vehicle is detained beyond 12:00 am midnight.
5. Journey kms shall be count 1.5 times of one side traveled distance, in case of pre-intimated pick/drop duty.
6. Price variation shall be applicable as Rs. 0.10/km on each rupee increase/decrease in fuel rate from base rate of fuel submitted in tender.

Signature of Tenderer with stamp

Accounts Representative Opening Officer