

BHARAT HEAVY ELECTRICALS LIMITED

Corporate Administration
BHEL House, Siri Fort, New Delhi-110049

Tender No. AA:GAX:12:DH:101

Dated:05/09/2012

Due Date: 14.09.2012 by 14:30 Hrs.

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

Dear Sirs,

BHEL invites bidders for entering into a rate contract to hire registered DLY- taxis (Santro / Wagon R / Ritz / Swift / Swift Dzire / Indica / Indigo / Etios / Innova / Tavera / Maruti Ertiga / Honda City / Maruti SX4 / Honda Accord / Nissan Sunny / Volkswagon Vento / Toyota Corolla Altis / Toyota Camry etc.) for Senior Executives, guests and employees for local / outstation journeys on daily / monthly basis. BHEL, therefore, intends to empanel reputed taxi operators on rate contract basis for a period of two years from the date of award for hiring of DLY-Taxis on "as and when required basis".

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

The vehicles have been categorized into two groups as Group A (which comprises of Lower, Medium and 6-8 seater segment cars) and Group B (which comprises of Premium and Deluxe segment cars) (Group-wise details of vehicles is mentioned in Annexure – "O"). Bidders can bid for Group A or Group B or Both & shall be required to provide the services accordingly. However, there shall be no splitting within the Group. There will be separate evaluation for each group (For bidders quoting for both the groups, they have to quote separately for both the groups). The quotation should reach in the office of the undersigned by 14:30 Hrs on or before the Due Date (14.09.2012).

Handwritten signature

SN	Description / Instructions
1.	<p>a) The rates offered shall remain firm, subject to PVC (based on diesel rates), during the contract period of 2 years. The same may however be extended further for a period of one year with mutual agreement, in writing, on the same Rates, Terms and Conditions.</p> <p>b) Terms & Conditions (Annexure-"A").</p> <p>c) Technical Terms & Conditions (Annexure-"B").</p> <p>d) Commercial Terms & Conditions (Annexure-"C").</p> <p>e) General Terms And Conditions (Annexure-"D").</p> <p>f) Composition Of Bids (Annexure-"E").</p> <p>g) Details Of Buisness (Annexure-F).</p> <p>h) Details Of Vehicles (Annexure-G).</p> <p>i) Vehicle Duty Slip (Annexure-"H").</p> <p>j) Acceptance Letter /No Deviation Certificate (Annexure-"I").</p> <p>k) Declaration (Annexure-"J").</p> <p>l) Technical Details (Annexure-"K")</p> <p>m) NEFT Format (Annexure-"L")</p> <p>n) Check List (Annexure-"M")</p> <p>o) Price Bid Format (Annexure-"N")</p> <p>p) EMD amount of Rs.1,00,000.00 OR Rs.2,00,000.00 (as per S.No. A (1) of Annexure – "A") to be deposited by DD/Pay order drawn in favour of 'Bharat Heavy Electricals Ltd.', along-with Part-I bid.</p> <p>q) List of cars (Annexure – "O")</p> <p>r) Log Sheet (Annexure-"P")</p> <p>s) Declaration Regarding The Status Of The Firm And Abatement (Annexure –"Q")</p> <p>t) Service Tax Notification (Annexure "R")</p> <p>IMPORTANT INSTRUCTIONS:</p>
2.	<ol style="list-style-type: none"> Vendors must go through all these Annexures carefully before submitting the bid. Offers should be submitted in Two Parts as described in Annexure-"D". The prices must be Quoted in the enclosed Price Format only. Quoted Rates subject to PVC , shall remain FIRM during the entire period of contract duration. Price Bids of the technically & commercially acceptable parties ONLY shall be opened.

The Part-I offers of the parties, shall be opened on due date of opening, i.e. **14.09.2012 at 15:00 Hrs** in the presence of authorized representatives of the parties who may like to be present.

Thanking you,

Yours sincerely,

(Manish Bhaskar)
Executive (HR-GAX)

Annexure A

Tender No. AA:GAX:12:DH:101

Dated: 05.09.2012

Terms & Conditions

A. PRE QUALIFYING REQUIREMENTS (PQR) :

- 1) The bidders participating/bidding in only one group (either Group A or B), the EMD shall be of Rs. 1,00,000/- (Rupees one lakh Only) while for those participating/bidding in both the groups the EMD shall be of Rs. 2,00,000/- (Rupees two lakhs Only).
EMD is to be submitted by way of either banker's cheque or demand draft drawn in favour of "BHEL", payable at New Delhi. Tender not accompanied with EMD will not be accepted and shall not be considered for further evaluation.
- 2) The bidder should have PAN (Permanent Account number) and Service Tax Registration No.
- 3) The bidder's average annual financial turnover during the last three financial years ending 31st March'12 should be at least 56.25 lakhs.
- 4) ***The experience of having successfully completed similar Job/ services during last 7 years ending on 30.06.2012 should be either of the following:-***

a) Three similar completed jobs / services with value not less than ₹ 75 Lakhs each.

or

b) Two similar completed jobs / services with value not less than ₹ 93.75 Lakhs each.

or

c) One similar completed job / service with value not less than ₹ 150 Lakhs.

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

Only work orders and supporting work completion certificates from the clients shall be submitted as proof against S.No.4 of PQR. For example: If you are qualifying as per SNo.4(b), only work orders and work completion certificates of 2 clients each costing not less than ₹ 93.75 Lakhs shall be furnished.

The work completion certificate shall be specific to the work order submitted i.e. the specific contract, value of the job, duration of contract / job and declaration of satisfactory performance shall be indicated in the work completion certificate from the client. The certificates shall be issued by competent authority with his / her contact details mentioned, for verification purpose. BHEL reserves the right to verify the correctness of the certificates of the clients.

B. DOCUMENTS REQUIRED IN SUPPORT OF PRE-QUALIFYING REQUIREMENT:

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

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

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

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

- b) Copy of PAN Card & Service Tax Registration Certificate Form duly signed and stamped by the bidder.
- c) Certified copy of Balance Sheet and profits & loss Account statements of last three financial years i.e. FY 2009-10, 2010-11, 2011-12. In case of unavailability of Balance Sheet & Profit & Loss statement for FY 2011-12, CA certificate for the same shall be furnished.
- d) Copy of acknowledgements of IT return of last three financial years i.e. FY 2008-2009, 2009-10, 2010-11 (AY 2009-2010, 2010-11& 2011-12).
- e) Copies of Work Orders/ award letters indicating the duration of contract, Quantum of business done along with certificates of successful completion in support of proof of experience for the jobs/ services executed by the bidders during last 7 years ending on 30.06.2012 as against SNo.4 of Pre-Qualifying Criteria. BHEL reserves the right to verify the correctness of the documents submitted against fulfilling the PQR criteria.

Technical Terms & Conditions / Specifications

SCOPE OF WORK

- 1.1 The Service Provider shall provide AC Commercial Taxi cars of Model October 2010 or later as per the categorization mentioned in Annexure – "O".

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

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

The anticipated business volume during the contract period of two years towards hiring of vehicles shall be approx. ₹375 lakhs in respect of BHEL Corporate Office & Power sector located in BHEL House.

The above figure (₹ 375 lakhs) is indicative for this tender only & does not guarantee the business volumes for the contract period of two years. This may increase or decrease depending upon BHELs actual requirements.

- 1.2 The Contractor shall provide drivers with at least 3 years experience, adequate knowledge of reading, writing and spoken English / Hindi and in proper uniform having knowledge of different routes as well as minor repair of cars and holding valid driving licence. The drivers deputed for duty should be polite and must possess positive attitude in discharging their duty. The reporting time, place, address etc. should be strictly followed by Contractor. The contractor must also provide a mobile phone to the driver of the vehicle sent for duty.
- 1.3 **UNIFORM:** White uniform with cap and shoes for Group B. For Group A, drivers should be neatly dressed with shoes.
- 1.4 **CONDUCT:** The Drivers should be polite and well behaved. Chewing of tobacco, smoking and drinking while on duty will not be tolerated and shall be treated as misconduct.
- 1.5 The vehicle provided by the contractor must be in excellent condition, should be neat and clean with towel covers, car perfumes etc. and must have proper and complete documents. The vehicles should comply strictly with the provision of pollution control in line with the directions of Supreme Court from time to time and should also comply with statutory regulations issued by State Transport Authorities / Central Govt. BHEL shall in no way be responsible for any liability arising due to non-compliance of statutory requirements/regulations w.r.t the vehicle as well as the driver.

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- 1.6 In case of non-availability of requisitioned car, it will be the responsibility of the Contractor to provide higher segment cars (model not older than October 2010) at the same rates.
- 1.7 The Contractor shall maintain the log sheet / duty slip (for vehicles deployed, on MONTHLY basis/Daily basis) as per Performa enclosed (Refer Annexure-"P" & "H", respectively). The log sheet / duty slip should be got signed by the driver from the user at the end of each journey which would indicate the details such as opening and the closing meter reading, point of starting / ending the journey, Places visited, date and time of release of vehicle by the user. For vehicles deployed on DAILY basis, specimen for log sheet/duty slip shall also form a part of the tender document.
- For hiring on daily basis, 50 hard copies and a soft copy of Duty slip shall be given along with the issuance letter of award for empanelment. However further duplication of those duty slips will be the responsibility of the bidder. For monthly hiring, the log book will be provided by BHEL.
- 1.8 BHEL shall not permit / allow any change in the vehicles hired on monthly rate contract basis except due to breakdown or repair / servicing of the vehicle. Similarly, change in the driver for whatever reasons will not be acceptable. However in case the contractor is constrained to replace either the vehicle or driver, prior permission for the same may be obtained from the user of the vehicle.
- 1.9 In case of breakdown / servicing / repair, the contractor 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 contractor.
- 1.10 At times, when the hiring of the vehicle is for top management official of BHEL/VVIP customer/stakeholder, BHEL reserves the right to inspect the vehicle prior to confirming the booking.
- 1.11 BHEL intends to engage the contractor located in the vicinity of BHEL House, Asian Games Village up to 10 KMs.
- 1.12 Charges on the principle of "Garage-to-garage" as per actual distance will be permissible in respect of the journeys starting from places, other than BHEL House, Asiad.
- However, for **journeys starting from and up to BHEL House**, garage-to-garage KMs for either side would be **restricted to maximum of 8 KMs each way** or the actual distance between BHEL House and the garage of the contractor, whichever is lower.
- 1.13 In respect of hiring on daily basis, **the computation of duty hours shall be from the time of reporting the vehicle to its release, duly signed by the user.** This requirement is mandatory for processing the bill for payment.

- 1.14 However, in respect of hiring on monthly basis, both time and the usage shall be on garage to garage basis.
- 1.15 Details of payment on account of extra hours & extra usage charges are given in the price bid format (Annexure-"N").
- 1.16 BHEL reserves the right to verify the correctness of any of the document like Service tax registration no., Vehicle Registration Certificate, etc. submitted by the bidder and also the fleet.

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

In case of award of contract, the hiring charges shall remain firm for a period of two years i.e. the ENTIRE PERIOD OF CONTRACT. However, price variation due to increase / decrease in the price of fuel (normal diesel as available at Petrol Pumps in Delhi) shall be effective from the date of variation in the price of diesel as per formula given below. BHEL would allow price variation due to increase / decrease in diesel rates for the 60% component.

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

Price variation clause shall not be applicable for item nos. A(4), A(6) and B(4) of the Combined Price Bid Format for Group A and Group B (Annexure-"N"), i.e., extra charge per hr. and night halt charges per night.

2. VALIDITY OF OFFERS

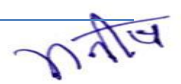
The offers submitted by the parties shall be valid for a period of 3 months from the date of opening of Part-I bid and 2 months from the date of opening Part-II bid. Price bid opening shall be limited to techno-commercially acceptable bidders only. Further, BHEL reserves the right to reject the offer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

3. VALIDITY OF CONTRACT

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

4. TERMINATION OF CONTRACT

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



5. **TERMS OF PAYMENTS**

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

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

6. The maintenance cost, charges of fuel, road tax, challans, salary of the driver, the overtime of driver etc. **are the responsibility of the contractor and will be borne by the Contractor**. BHEL will, however, reimburse State levies / taxes for outstation journeys (for single entry only) at actuals on submission of receipts in original along with the bill.
7. Parking charges, Toll tax, Service Tax and DND payments, as applicable from time to time shall be extra and borne as per actuals by BHEL on submission of documentary proof (original receipt) along with the bill.
8. **INSURANCE:** The vehicle provided must be fully and comprehensively insured (latest copy of insurance cover to be enclosed.)
9. **BUSINESS DISTRIBUTION:** BHEL intends to distribute the work load to 3 - 5 contractors / agencies (for each group) with larger share to the lowest bidder, viz., the L1 bidder. The distribution shall be in following manner
 - a) **In case of empanelment of 5 contractors / agencies:** The L1 bidder will be apportioned 30% of the business volume and the remaining 4 successful bidders agreeing to match the L1 rates (Cost to Company) would share the balance business equally (i.e. 17.5% of the total business).
 - b) **In case of empanelment of 4 contractors / agencies:** The L1 bidder will be apportioned 40% of the business volume and the remaining 4 successful bidders agreeing to match the L1 rates (Cost to Company) would share the balance business equally (i.e. 20% of the total business).
 - c) **In case of empanelment of 3 contractors / agencies:** The L1 bidder will be apportioned 45% of the business volume and the remaining 4 successful bidders agreeing to match the L1 rates (Cost to Company) would share the balance business equally (i.e. 27.5% of the total business).

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

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

11. **PAYMENTS FOR LOCAL JOURNEYS**

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

- a) **For journeys up to 40 KMs & 4 hrs (S. No. 1 of Price Bid).** : The payment will be regulated on the itemized rates finalized for S.No. 1 of the Price Bid.
- b) **For journeys beyond 40 KMs and less than 80 KMs & beyond 4 hrs and less than 8 hrs.**: The payment for the journeys beyond 40 KMs and up to 80 KMs and beyond 4 hrs and up to 8 hrs., will be regulated on the itemized rates finalized for S.No. 1 of the Price Bid. In addition, the amount payable for extra KM charges (S.No. 3 of Price Bid) & extra hour charges (S.No. 4 of Price Bid) will be calculated and payment will be made.
- c) **For journeys upto & beyond 80 KMs & 8 hrs:** For the journeys upto & beyond 80 KMs & 8 hrs., the payment will be regulated on the itemized rates finalized for S.No. 2 of the Price Bid. In addition, the amount payable for extra KM charges (S.No. 3 of Price Bid) & extra hour charges (S.No. 4) will be calculated and payment will be made.
12. **PAYMENT FOR OUTSTATION JOURNEYS:** For outstation journeys payment will be restricted to actual KM traveled with minimum of 200 KMs per day. The per KM rate & night charges finalized for S.No.3 & 5 of the Price Bid will also be applicable for payment of outstation journeys.
13. Night halt charges will be made for outstation journeys only. Ghaziabad, Noida, Gurgaon, Faridabad and other contiguous towns will not be considered as "outstations". Hence no night charge will be payable for the above stated place. However, in such cases, extra hours of duty, as applicable, shall be payable as per the schedule of rates.
14. Contractor shall be solely responsible for payment of wages / salaries and allowances to his personnel that might become applicable under any act or order of Govt. from time to time during the validity of the contract. BHEL shall have no liability whatsoever on this account (i.e. Statutory compliance with regard to vehicle and also the driver deployed including the wages, allowances, and extra hours charges etc. of the driver deployed).
15. All the payment shall be made against submission of "COMPUTERIZED BILLS" only.
16. BHEL reserves the right to reject any or all quotations without assigning any reason whatsoever. Quotation of the parties which have been black-listed / debarred / banned by PSUs / kept on hold by any office of Delhi-based Divisions of BHEL during the last three years will be rejected. **Incomplete bids, in any term, are liable to be rejected.**

- 17. TAX DEDUCTION AT SOURCE:** Tax shall be deducted at source from the running bill as per applicable Income Tax Rules and other statutory requirements.
- 18. DEVIATION:** The Contractor 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-I by mentioning the related/affected clause number etc.
- 19. EVALUATION CRITERIA**
- a) BHEL's "Schedule of Hiring Rates" for different model cars is enclosed (reference Price Bid Format (Annexure-"N").
 - b) The bidders are required to fill **Either % Above OR % Below OR 0%** in the box provided in the Price Bid Format for the respective group. Bidders may please note that the % quoted shall be applicable for all models of cars and all other items mentioned in the concerned group in the "Schedule of Hiring Rates" (refer Price Bid Format).
 - c) There shall be **separate ranking for each group**. (For bidders quoting for both the groups it is compulsory for the bidder to fill the **applicable %** for both the groups, otherwise their bid shall be considered as invalid.)
 - d) In the event of more than one bidder having quoted identical lowest rates and there is a tie amongst the bidders, the respective bidders would be asked to submit their revised rates. This process would continue till the distinct L1 rate (Cost to Company) is arrived.
 - e) BHEL shall work out the revised "Schedule of Rates" **after consideration of combined effect of your quote in the price bid plus quantum of service tax, as applicable to respective bidder and accordingly arrive at the L1 rates (Cost to Company)**.
 - f) Based on the above, the bidders would be ranked from L1 position in ascending order. Since BHEL intends to empanel 3-5 parties, counter-offer of L1 Schedule of Rates shall be offered to the next higher bidder in the rank for acceptance, i.e., L2 & so on. The empanelment of second party shall be subject to matching the L-1 rates (Cost to Company). In case no other bidder matches the L1 rates for empanelment, BHEL reserves the right to award the contract for the entire scope of work on L1 bidder.

20. **PENALTY CLAUSE**

- a) *Penalty in case of daily duty:* Based upon the feedback of the user on duty slip w.r.t quality of service, non-functioning of AC & misconduct of driver, etc., BHEL reserves the right to deduct a maximum of 10% charges of that specific duty.
- b) *Penalty in case of monthly hiring:* In event of any misconduct/misbehavior/non-functioning of A.Cs etc. of the driver, the charges on pro-rata basis + ₹ 200/- for that particular day shall not be payable.
- c) *Penalty in case of non-availability of monthly vehicle:* In case of non-availability of the vehicle, the charges on pro-rata basis + ₹ 200/- per day shall be deducted from monthly bill.
- d) 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 contractor. The difference, if any, between the agreed hiring rates with the contractor and the amount payable by BHEL in the event of not providing the vehicle will be recovered from the contractor 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 party. BHEL's decision in this regard shall be final.
- e) *Penalty in case of misconduct:* Chewing tobacco, smoking, consumption of Narcotics and drinking (consumption of alcoholic beverages) during duty will not be tolerated and the same shall be treated as misconduct. The penalty shall be as per the rates indicated at (a) and (b) above for daily & monthly hiring respectively. BHEL decision in this regard shall be final & binding.

General Terms & Conditions

1. ARBITRATION

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

Subject as aforesaid, the provisions of Arbitration and Conciliation Act, 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The venue of arbitration shall be at New Delhi.

- b) In case of order/contract on Public Sector Enterprises (PSE) or a Govt. Deptt., the following clause shall be applicable:-

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Order/Contract, such dispute or difference shall be referred to by either party to the arbitration of one of the arbitrators in the department of public enterprises. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law secretary, Deptt. of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties hereto finally and conclusively. The parties in the dispute will bear equally the cost of arbitration as intimated by the arbitrator.

2. LAWS GOVERNING THE CONTRACT

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

3. JURISDICTION OF COURT

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

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

- a) If the Service Provider / Contractor fails to provide the required services as per the Contract / fails to deliver the goods or materials or any instalment thereof within the period(s) fixed for such delivery or delivers goods or materials not of the contracted quality and failing to adhere to the contract specifications or at any time repudiates or otherwise abandons the contract before expiry of such period or refuses or is unable to supply / provide goods / services or materials covered by the Order/Contract either in whole or in part or otherwise fails to perform the Order/Contract or commits any breach of the Order/Contract not herein specifically provided for or in the event of the death or insanity or if the Seller/Contractor being an individual or if a firm on a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the Order/Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolved under the Partnership Act or if the Seller/Contractor (Service Provider) being a company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager, the purchaser without prejudice to his right to recover any expenses, losses or damages to which the purchaser may be put to incur or sustain by reason of the Seller/Contractor's default or breach of Order/Contract shall be entitled to cancel the Order/Contract either in whole or portion thereof without compensation to the Seller/Contractor (Service Provider) and if the purchaser so desires, he may procure upon such terms and in such manner as he deems appropriate, stores not so delivered or others of a similar description where stores exactly complying with particulars are not, in the opinion of the purchaser, which shall be final, readily procurable, at the risk and cost of the Seller/Contractor (Service Provider) and the Seller/Contractor (Service Provider) shall be liable to the purchaser for any excess costs provided that the Seller/Contractor (Service Provider) shall continue the performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The Seller/Contractor (Service Provider) shall on no account be entitled to any gain on such repurchases.
- b) Cost of the purchases/service made by the Purchaser/Service taker at the risk and cost of the seller/contractor (Service Provider) shall be worked out after levying 30% overheads as departmental charges on the cost of materials / services so purchased/hired.

Annexure E

Tender No. AA:GAX:12:DH:101

Dated: 05.09.2012

COMPOSITION OF BIDS

Bids shall be submitted latest by 1430 Hrs on or before the due date (14.09.2012), in two parts as given below, to Sh. Manish Bhaskar, Executive (HR-GAX), Corporate Administration, BHEL House, Siri Fort, New Delhi-110049

a) Part – I (Techno-Commercial Bids)

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

- 1) EMD (as per S.No. A (1) of Annexure – “A”) by way of Banker’s cheque/DD drawn in favour of ‘BHEL’ payable at Delhi.
- 2) Copies of Certificate of Incorporation / copy of the partnership deed / instrument of Partnership.
- 3) Certified copy of Balance Sheet and profits & loss Account statements of last three financial years i.e. FY 2009-10, 2010-11 & 2011-12. In case of unavailability of Balance Sheet & Profit & Loss statement for FY 2011-12, CA certificate for the same shall be furnished.
- 4) Copy of acknowledgements of IT return of last three financial years i.e. FY 2008-2009, 2009-10, 2010-11 (AY 2009-2010, 2010-11& 2011-12).
- 5) List of clients with names, address and contact nos. of concerned officials.
- 6) Photocopies of Registration Books of at least 25 nos. cars and atleast 1 car of each type registered as taxis along with the latest and valid insurance covers. Original R.C Books would be physically verified before finalization of the empanelment of the parties.
- 7) Copies of Work Orders/ award letters (indicating duration of contract, Quantum of business handled) along with certificates of successful completion in support of proof of experience for the jobs/ services executed by the bidders during last 7 years ending on 30.06.2012 as against SNo.4 of Pre-Qualifying Criteria.
- 8) Details of Business (Annexure-F).
- 9) Acceptance Letter (Annexure-“I”)
- 10) Declaration (Annexure-“J”)
- 11) NEFT Format (Annexure-“L”)
- 12) Check List (Annexure-“M”)
- 13) Terms & Conditions (Annexure-“A”)
- 14) Technical Terms & Conditions (Annexure-“B”)
- 15) Commercial Terms & Conditions (Annexure-“C”)
- 16) General Terms and Conditions (Annexure-“D”)
- 17) Composition Of Bids (Annexure-“E”)
- 18) Details of Vehicle (Annexure-G)
- 19) Vehicle Duty Slip (Annexure-“H”)
- 20) Technical Details (Annexure-“K”)
- 21) Unquoted Price Bid Format (Annexure-“N”)
- 22) List of cars (Annexure-“O”)
- 23) Log Sheet (Annexure-“P”)
- 24) Declaration Regarding The Status Of The Firm And Abatement (Annexure – “Q”)
- 25) Service Tax Notification (Annexure “R”)

b) Part – II (Price Bid)

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

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Annexure F

Tender No. AA:GAX:12:DH:101

Dated: 05.09.2012

DETAILS OF BUSINESS

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

1.0	Name of the firm/Authorized Representative	
2.0	Status of Firm (whether HUF, individual etc.)	
2.0	Address for communication	
3.0	Registered Office, if any :	
4.0	Location of Garage(s) :	
	Telephone No. (Office) (Res) (Garage) (Mobile) (Fax) (email Address) (Website Address-if any)	
5.0	Name of proprietor / partner	
6.0	Name of Bankers	
7.0	Date / year of commencement of Business	
8.0	Whether registered with any Govt. Institution / Undertaking / large corporates of repute. If so, furnish particulars with supporting documents	
9.0	ITR for AY (Assessment year) 2009-10, 2010-11, 2011-12/ Copy of PAN Card to be furnished.	
10.0	Certified copy of Balance Sheet and profits & loss Account statements of last three	



	financial years i.e. FY 2009-10, 2010-11 & 2011-12. In case of unavailability of Balance Sheet & Profit & Loss statement for FY 2011-12, CA certificate for the same shall be furnished.	
11.0	Experience Certificates with Govt. / Public Sector Undertaking / large Corporates of repute.	
12.0	Service Tax - Registration No.	
13.0	Any other information	

Annexure G

Tender No. AA:GAX:12:DH:101

Dated: 05.09.2012

Details of Vehicles owned

(attach separate sheet in the following format).

S.No.	Registration No.	Make	Model
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			
17.			
18.			
19.			
20.			
21.			
22.			
23.			
24.			
25.			

Signature

(Seal)

NOTE: Atleast 10 nos. of each type in Group-A and 5 nos. of each of type in Group-B

Annexure H

Tender No. AA:GAX:12:DH:103

Dated: 05.09.2012



भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited

VEHICLE DUTY SLIP

TO BE FILLED BY THE OPERATOR

1. Name of the Operator:_____ 2. Dated:_____
3. Vehicle No.:_____
4. Driver Name:_____ 5. Driver Mobile No.:_____
6. Name & Mobile no. of the user:_____
7. KM reading at Garage:_____ 8. Place of Reporting:_____
8. KM reading & time at place of reporting_____

Signature of User

TO BE FILLED BY THE USER

1. Places Visited:_____
2. Date & Time of releasing of vehicle:_____
(To be invariably indicated by the user)
3. Place and KM reading at the time of releasing the vehicle:_____
(To be invariably indicated by the user)
4. Signature of the user at the time of release:_____

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

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Remarks/Feedback of the user wrt quality of the service

Signature of User

Note:

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

Annexure-I

Tender No. AA:GAX:12:DH:101
Dated: 05.09.2012

Acceptance Letter / No Deviation Certificate

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


Or

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

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

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

Signature
With name, Designation & seal of the firm



Annexure-J

Tender No. AA:GAX:12:DH:101

Dated: 05.09.2012

DECLARATION

I/ We hereby declare that I / we have not been banned or de-listed by any PSU / Government Department / Financial Institution / Court and no case is pending with the police / court against our firm/ partner or the company.

Signature

With name, Designation & seal of the firm

Handwritten signature

TECHNICAL DETAILS

TURNOVER (F.Y.)	2011-12	2010-11	2009-10
₹ (Lacs)			

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.			

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

Income Tax Return (F.Y.)	2010-11	2009-10	2008-09
EMD Details	DD/ PO No.	Date	Amount (₹)

Note: Copy of challan, with Name of the worker to be attached.

(Signature & seal of the contractor)

Annexure-L

Tender No. AA:GAX:12:DH:101

Dated: 05.09.2012

NEFT Format

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

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

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

Thanking you,

Yours sincerely.

Signature:

Name:

Designation:

Company Seal:

Date:



Annexure-M

Tender No. AA:GAX:12:DH:101

Dated: 05.09.2012

CHECK-LIST (Part-I Bid)**SUMMARY OF COMPLIANCE TO REQUIREMENT OF TENDER**

SNo.	Description of requirement	Yes/ No/NA	Page No(s)
1	EMD (as per S.No. A (1) of Annexure – "A") in the form of Pay order or Demand Draft in favour of "Bharat Heavy Electricals Ltd" in a separate envelope.		
2	Details of work experience, satisfactory work performance certificates.		
3	Certified copy of Balance Sheet and profits & loss Account statements of last three financial years i.e. FY 2009-10, 2010-11 & 2011-12. In case of unavailability of Balance Sheet & Profit & Loss statement for FY 2011-12, CA certificate for the same shall be furnished		
4	Acknowledgement of I-T return of last three financial years i.e. FY 2008-2009, 2009-10 & 2010-11		
5	Copy of the PAN card.		
6	Copy of Service Tax registration certificate		
7	Terms & Conditions (Annexure-"A").		
8	Technical Terms & Conditions (Annexure-"B").		
9	Commercial Terms and Conditions (Annexure-"C").		
10	General Terms & Conditions (Annexure-"D").		
11	Composition Of Bids (Annexure-"E").		
12	Details Of Buisness (Annexure –"F")		
13	Details Of Vehicle (Annexure-"G").		
14	Vehicle Duty Slip (Annexure-"H").		
15	Acceptance Letter / No Deviation Certificate (Annexure-"I")		
16	Declaration (Annexure-"J")		
17	Technical Details (Annexure-"K")		
18	NEFT Format (Annexure-"L")		
19	Check List (Annexure-"M")		
20	Unquoted Price Bid Format (Annexure-"N")		
21	List of cars (Annexure-"O")		
22	Log Sheet (Annexure-"P")		
23	Declaration Regarding The Status Of The Firm And Abatement (Annexure Q")		
24	Service Tax Notification (Annexure "R")		

Incomplete bids, in any term, are liable to be rejected.**(Signature & seal of the contractor)**


PRICE BID FORMAT

GROUPS		GROUP A			GROUP B	
S.No	PARTICULARS	Lower Segment	Medium Segment	6-8 Seater Segment	Premium Segment	Deluxe Segment
(A)	<u>DAILY BASIS</u>					
1	Up to 40 Kms. & 04 hrs.	430	625	660	920	1400
2	Upto 80 Kms. & 08 hrs	860	1250	1320	1840	2800
3	Extra Charges per KM (for both in station and outstation journeys)	8	11	12	16	21
4	Extra charges per hr.	45	50	60	70	80
5	Night Halt Charges for outstation journeys only (Per night)	120	120	160	170	180
(B)	<u>MONTHLY BASIS</u>					
1	3000 Kms & 300 hrs.	28000	40000	41000	42500	45300
2	2000 Kms & 200 hrs.	18665	26667	27334	28334	30200
3	Extra charges per KM	8	11	12	16	21
4	Extra charges per Hrs.	40	50	60	70	80

NOTE:

- 1.) For outstation trips, payment will be restricted to actual KM travelled with minimum 200 KMs per day.
- 2.) Ghaziabad, NOIDA, Gurgaon, Faridabad & other contiguous towns will not be considered as "outstations".
- 3.) Night halt will be given for outstation journeys only.
- 4.) The rates will be rounded off to the nearest of Rupee 1/= (Paise 50 or more will be rounded to Rupee 1.00 and less than 50 paise will be ignored).
- 5.) The maintenance cost, charges of fuel, road tax, salary of driver and overtime, challans etc. are to be borne by the contractor.
- 6.) Parking charges, toll tax, service tax and DND Payments, as applicable from time to time shall be extra and borne at actuals by BHEL on certification by the user on submission of documentary proof (original receipt). BHEL will also reimburse State levies / taxes for outstation journeys (for single entry only) at actuals on submission of receipts in original.
- 7.) The cars have been categorized into two groups as Group A (which comprises of Lower, Medium and 6-8 seater {including driver} segment vehicles) and Group B (which comprises of Premium and Deluxe segment cars) (As mentioned in the list of cars in Annexure – "O").
- 8.) Bidders can bid for Group A or Group B or Both.
- 9.) Bid for a group will be valid for all the segments in the concerned group.
- 10.) There will be separate evaluation for each group (Bidders quoting for both the groups, have to submit the price bids for Group A and Group B in a single envelope superscribed "Price Bid for Group A and Group B".)

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

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

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NOTE: The bidders should ensure that the price bid format is filled in line with their offer i.e.: if quoting for group A then only the column meant for Group A should be filled and the column meant for Group B should be filled as NQ. If quoting for both then both columns should be filled as Q.

Evaluation Criteria: The bidders are required to fill % Above or % Below or 0% in the box provided above. Bidders may please note that the % quoted will be applicable for all model cars for a particular group (for which the bidder has quoted) and all other items mentioned in the “Schedule of Hiring Rates”.

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

Based on the outcome of Price Bid Opening, the bidders would be ranked from L1 position in ascending order. Since BHEL intends to empanel 3-5 parties, counter-offer of L1 bidder (Cost to company) shall be given to the next higher bidder in the rank, i.e., L2 & so on. The empanelment of second party shall be subject to matching the L-1 rates (Cost to Company). ***In case no other bidder matches the L1 rates (Cost to Company) for empanelment, BHEL reserves the right to award the contract for the entire scope of work to L1 bidder.***

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Annexure-O

Tender No. AA:GAX:12:DH:101

Dated: 05.09.2012

LIST OF CARS**GROUP (A)****LOWER**

Santro Xing
Wagon R
Swift
Ritz
Tata indica
(or equivalent)

MEDIUM

Swift dzire
Toyota Etios
Tata indigo
Maruti SX4
(or equivalent)

6-8 SEATERS

Innova
Maruti Ertiga
Travera
(or equivalent)

GROUP – (B)**PREMIUM**

Honda City
Nissan Sunny
Volkswagon Vento
(or equivalent)

DELUXE

Toyota Camry
Honda Accord
Toyota Corolla Altis
(or equivalent)

NOTE: Bidders quoting for a Group have to provide/compulsorily have all the vehicles in that group



Tender No. AA:GAX:12:DH:103
Dated: 05.09.2012

[illegible]

Annexure-Q

Tender No. AA:GAX:12:DH:103

Dated: 05.09.2012

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

Handwritten signature

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