



भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited
उद्योग क्षेत्र, नई दिल्ली/ Industry Sector, New Delhi
मानव संसाधन प्रबंध/ Human Resources Management

ID/ HRM/ A041/ DLY Taxi_ENQ
19th December 2017

Sub: Tender for rate contract for hiring of DLY Taxis on Monthly basis / as and when required basis

Dear Sir,

Bharat Heavy Electricals Limited, a Maharatna PSU, invites bids from reputed taxi operators for empaneling three bidders on rate contract basis for a period of two years for hiring of registered DLY taxis (Swift Dzire / Indigo / Etios / Xcent / Innova / Xylo / Tavera / Honda City / Maruti Ciaz/ Verna) for senior executives, guests or other specific requirement for local / outstation journeys on monthly basis/ as and when required basis.

The tender will be a two part bid tender i.e. Part-I: Techno-commercial bid to ensure soundness of the bidder and Part-II: Price Bid to achieve most competitive offer from the qualified bidders after techno-commercial evaluation. You are requested to submit your most competitive offer for rate contract as per the requirement and terms & conditions of the tender, cited later in this tender enquiry.

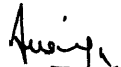
Last date of submission	:	10.01.2018 at 1430 Hours
Opening of Tender	:	10.01.2018 at 1500 Hours
Tender Cost	:	Nil
Earnest Money Deposit	:	₹ 1,00,000.00

The sealed bid, complete in all respects, may be sent either by Registered Post/ Speed Post/ Courier Services or by hand to the undersigned at:

Anil Kumar Singh
Sr. Manager (HR-Admin)
BHEL – Industry Sector
Integrated Office Complex
Lodhi Road, New Delhi – 110003

In case of any clarification, the bidder can contact the undersigned over telephone no. 011-41793284 or at email anil.singh@bhel.in

For and on behalf of
Bharat Heavy Electricals Limited


(Anil Kumar Singh)

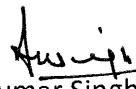
अनिल कुमार सिंह / A. K. SINGH
वरिष्ठ प्रबंधक (मानव संसाधन) / Senior Manager (HR-Admin.)
भारत हेवी इलेक्ट्रिकल्स लिमिटेड / BHEL
उद्योग क्षेत्र, एकीकृत कार्यालय कॉम्प्लेक्स, लोधी रोड
Industry Sector, Integrated Office Complex, Lodhi Road
नई दिल्ली-110003 New Delhi-110003

SN	Description / Instructions
1.	<p>ANNEXURES:</p> <ol style="list-style-type: none"> 1. Terms & Conditions (Annexure I) 2. Technical Terms & Conditions / Specifications (Annexure II) 3. Commercial Terms & Conditions (Annexure III) 4. General Terms & Conditions (Annexure IV) 5. Details of Business (Annexure V) 6. Acceptance Letter /No Deviation Certificate (Annexure VI) 7. Declaration (Annexure VII). 8. Technical / Financial Details (Annexure VIII) 9. Bidder's Details (Annexure IX) 10. Price Bid Format (Annexure X) 11. Details of Commercial Vehicles Owned (Annexure XI) 12. Vehicle Duty Slip (Annexure XII) 13. Log Sheet (Annexure XIII) 14. Check List (Annexure XIV) 15. BHEL EFT details (Annexure XV) <p>IMPORTANT INSTRUCTIONS:</p> <ol style="list-style-type: none"> 1. The rates offered shall remain firm, subject to PVC as per Sl. No. 1 of Annexure III, during the contract period of 2 years. The contract period may however be extended further for a period of three months with mutual agreement, in writing, on the same rates, terms and conditions. 2. Vendors must go through all the annexures carefully before submitting the bid. 3. Offers should be submitted in Two Part Bids. 4. EMD amount of ₹ 1,00,000/- to be deposited by NEFT in favour of BHEL, Lodhi Road along-with Part-I bid. 5. The prices must be quoted in the enclosed Price Format only. 6. Price Bids of the technically & commercially acceptable parties ONLY shall be opened.
2.	

The Part-I (Techno-commercial bids) offers of the parties shall be opened on due date of opening, i.e. **10.01.2018 at 1500 Hours** in the presence of authorized representatives of the parties who may like to be present.

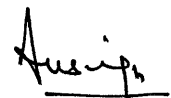
Thanking you,

Yours sincerely,


 Anil Kumar Singh
 Sr. Manager (HR-Admin)
 BHEL, Industry Sector
 New Delhi

Instructions to bidders:

1. Bidders must go through all annexures carefully before submitting the bid.
2. The offer shall be submitted as per the instructions of tender document. One set of tender document duly filled, signed and stamped on each page shall be submitted as detailed further. Tenderer should note specifically that all the pages of tender document, including the NIT page for this particular tender shall be submitted by them (after signing/ stamping on each page) as a part of their offer. In case of any clarification, bidder may contact this office.
3. The tenderer should accept all terms & conditions of the tender unconditionally. Tenders with deviations from terms and conditions shall be rejected.
4. In case any typing error/other clerical errors is noticed by the tenderer, in the tender documents, the same must be pointed out and got clarified before submission of offer, or else, BHEL's interpretation shall prevail and shall be binding on the tenderer.
5. No overwriting / correction in tender documents by tenderer shall be allowed. However, if correction is unavoidable, the same must be signed.
6. Only rate shall be quoted in price bid format and nothing else. Rates must be quoted in figures as well as in words. In case the rates in figures differ from the rates written in words, then the rates written in words will be treated as valid rate. Any other terms and conditions mentioned in the Price Bid shall make the offer liable for rejection.
7. Price bids containing rates not written in words shall be liable for rejection.
8. The price must be quoted in the enclosed Price Format Only.
9. The prices quoted should be firm and no revision of prices will be entertained after the price bid is opened.
10. Tender must be submitted in a sealed envelope which has to be super-subscribed with NIT no. and due date written on the envelope and the bidder contact details.
11. Quotation shall be received up to 1430 hours on 10.01.2018, tenders received late / in open condition/ not meeting the tender condition / incomplete in any respect are likely to be rejected.
12. Validity of offer will be 60 days from the date of opening of tender.
13. BHEL reserves the right to accept or reject any or all offers without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter.



Terms & Conditions**A. Pre-Qualifying Requirements (PQR):**

1. EMD of ₹ 1,00,000/- (Rupees one lakh only) to be submitted by way of NEFT in favour of BHEL, Lodhi Road. The bank account details of BHEL for NEFT are enclosed as Annexure XV. The bidder is required to enclose a copy of the acknowledgement of NEFT payment along with their bids. Bids without EMD will not be accepted and shall not be considered for further evaluation.

No interest shall be payable on EMD amount.

The EMD shall be forfeited in case of:

- i. After opening the tender, the bidder revokes his bid within the validity period or increases his earlier quoted rates.
- ii. The successful bidder does not commence the work within the period as per LOI / contract. In case the LOI / contract is silent in this regard then within 15 days after the award of contract.

EMD of unsuccessful bidders shall be returned within 15 days from the date of acceptance of work by the successful bidders.

2. The bidder should have PAN and GST registration certification.
3. The bidder's average annual financial turnover during the last three financial years ending 31st March'17 should be at least ₹ 15.96 Lakhs.
4. The experience of having successfully completed similar Job/ services during last 7 years ending on 31.12.2017 should be either of the following:

- i. Three similar completed jobs / services with value not less than ₹ 21.28 Lakhs each.

Or

- ii. Two similar completed jobs / services with value not less than ₹ 26.6 Lakhs each.

Or

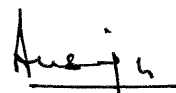
- iii. One similar completed job / service with value not less than ₹ 42.56 Lakhs.

"Similar Job / service" refers to "Providing of DLY taxis on monthly basis/ as and when required basis for local and outstation duties".

5. The bidder should own at least 08 nos. commercial vehicles with year of make as 2016 or later as per Annexure XI.
6. BHEL intends to engage the Service Provider having garage located in the vicinity of BHEL, Lodhi Road, New Delhi up to 12 KMs.

B. Documents required in support of Pre-Qualifying Requirement:

1. EMD of ₹ 1,00,000/- (Rupees One Lakh Only) by way of NEFT in favour of BHEL, Lodhi Road, must be submitted in a separate envelope.
2. Copy of PAN Card and GST registration certificate duly signed and stamped by the bidder.



3. CA certified copy of Balance Sheets and Profit & Loss Account statements of last three financial years i.e. FY 2014-15, 2015-16 and 2016-17 (AY 2015-16, 2016-17 and 2017-18). In case of unavailability of Balance Sheet and Profit & Loss statement for FY 2016-17, CA certificate for the same shall be furnished.
4. Copy of acknowledgements of IT return of last three financial years i.e. FY 2014-15, 2015-16 and 2016-17 (AY 2015-16, 2016-17 and 2017-18).
5. 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 31st December 2017 as against Sl. No.4 of Pre-Qualifying Criteria. BHEL reserves the right to verify the correctness of the documents submitted against fulfilling the PQR criteria.
7. Information about at least 08 nos. of (owned) commercial vehicles with year of make as 2016 or later as per Annexure XI.
6. Declaration from the bidder on his/her letterhead stating that he/she has garage located in the vicinity of BHEL, Lodhi Road, New Delhi up to 12 KMs.

Procedure for submission of bids

The bidders must submit their duly completed offers in a sealed envelope (Envelope #1) prominently super-scribed as "Rate contract for hiring of DLY Taxis on monthly basis/ as and when required basis" followed by tender reference and last date for submission of tender. Inside sealed Envelope #1, two separate sealed envelopes viz. Envelope #2 and Envelope #3 as given below:

A. Part-1: Techno-commercial Bid and EMD (Envelope #2)

The techno-commercial bid shall comprise of all the documents mentioned in PQR and a copy of cancelled cheque of the bidder. All the documents in this envelope should be self-attested by the bidder with required stamp. This envelope should be super-scribed as "**Part-I: Ref. ID/ HRM/ A041/ DLY Taxi_ENQ**" followed by bidder contact details like address, mobile no., email etc.

The prices **should not be** mentioned in the price format in this envelope:

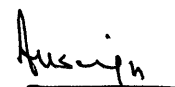
B. Part-II: Price Bid (Envelope #3)

The duly filled price bid in the enclosed "**Price Bid Format**" (Annexure-X) needs to be in sealed envelope #3. This envelope should be super-scribed as "**Part-II: Ref. ID/ HRM/ A041/ DLY Taxi_ENQ**" followed by bidder details.

The offer, complete in all respects, has to positively reach BHEL, Lodhi Road office on or before 1430 hours of 10.01.2018. Techno-commercial bid shall be opened at 1500 hours on 10.01.2018 in presence of the bidders who may like to be present. Offers received after specified time of submission shall be liable for rejection.

After techno-commercial evaluation of the offers, price bid of the bidders who qualify techno-commercial evaluation shall be opened on a later date in presence of the bidders who may like to be present. The date of opening of price bid shall be intimated to the qualified bidders through email.

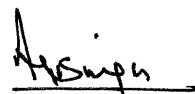
Quotations not received in line with above format are liable to be rejected.



Technical Terms & Conditions / Specifications

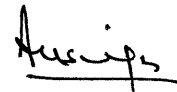
Scope of work

1. The Service Provider shall provide AC Commercial Taxi vehicles of Model 2016 or later as per the categorization mentioned in Annexure XI.
The vehicles shall be provided at our office premises at BHEL Lodhi Road, New Delhi or at any other place intimated to the Service Provider for travel within or outside Delhi/ NCR 'as and when required'.
BHEL expects that the empanelled operator shall have all types of vehicles as per the details in Annexure XI in ready/working condition for providing services.
The anticipated business volume during the contract period of two years towards hiring of vehicles shall be approx. ₹ 133 Lakhs in respect of BHEL Industry Sector, IO, TBG & ROD units at Lodhi Road, New Delhi.
The above figure (₹ 133 Lakhs) is indicative for tender purposes only and does not guarantee the business volumes for the contract period of two years. This may increase or decrease depending upon actual requirements.
2. The Service Provider shall provide drivers holding valid commercial driving license and adequate knowledge of reading, writing and spoken English / Hindi. The drivers should have knowledge of different routes and should be able to carry out minor repair work in vehicles, if required. The reporting time, place, address etc. should be strictly followed by the Service Provider.
3. **Uniform:** Drivers should be neatly dressed in the taxi driver uniform along with shoes.
4. **Conduct:** The drivers deputed for duty should be polite, well behaved and must possess positive attitude in discharging their duty. Chewing of tobacco, smoking and drinking while on duty will not be tolerated and will be treated as misconduct and any liability arising due to this will be borne by the Service Provider.
5. The vehicle provided by the Service Provider must be in excellent condition 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 respective State Transport Authorities / Central Govt. BHEL shall in no way be responsible for any liability arising due to non-compliance of statutory requirements / regulations w.r.t. the vehicle as well as the driver.
6. The Service Provider must also provide a mobile phone to the driver of the vehicle sent for duty.
7. In case of non-availability of requisitioned vehicle, it will be the responsibility of the Service Provider to provide equivalent or higher segment vehicle (**model not older than 2016**) at the same rates.
8. The Service Provider shall maintain a duty slip / log sheet (for vehicles deployed, on monthly basis / as and when required basis) as per Performa enclosed (refer Annexure XII & XIII). The driver should get the log sheet / duty slip signed by the user at the end of each journey which would indicate the details such as opening and the closing meter reading, point of start / end of the journey, places visited, date and time of reporting / release of vehicle etc.



25 hard copies and a soft copy of Duty slip along with the letter of award of contract and log book will be provided by BHEL. However further duplication of those duty slips will be the responsibility of the Service Provider.

9. Before completion of the specific month, BHEL would not permit / allow any change in the vehicles hired on monthly rate contract basis except in case of breakdown of vehicle or for repair / servicing of the vehicle. Similarly, change of driver for whatever reasons will also not be acceptable. However, in case the Service Provider is constrained to replace either the vehicle or driver, prior permission for the same may be obtained from BHEL.
10. In case of breakdown / servicing / repair, the Service Provider shall provide alternate vehicle of same make and model **within one hour failing which** the vehicle shall be hired from other sources at the risk and cost of the Service Provider.
11. At times, when the hiring of the vehicle is for top management official of BHEL / VIP customer, BHEL reserves the right to inspect the vehicle prior to confirming the booking.
12. **Charges on the principle of "Garage-to-garage" basis as per actual distance will be permissible in respect of the journeys starting from places, other than BHEL Lodhi Road, New Delhi.**
However, for journeys starting from and up to BHEL Lodhi Road, garage-to-garage KMs for each side would be restricted to maximum of 8 KMs or the actual distance between BHEL, Lodhi Road and the garage of the Service Provider, whichever is lower.
13. In respect of hiring of vehicle on as and when required basis, the computation of duty hours shall be from the time of reporting and the time of its release, duly signed by the user. This requirement is mandatory for processing the bill for payment. However, in respect of hiring of vehicle on monthly basis duty hours shall be calculated on garage to garage basis.



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 (60% component) as per below mentioned formula:

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

The revision of price of hiring of taxis shall be made effective from 1st day of the month subsequent to the month in which fuel prices have been revised by Govt.

2. Validity of offers:

The offers submitted by the parties shall be valid for 60 days from the date of opening of Part-I 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 three months/part thereof with mutual agreement, in writing, on the same Rates, Terms and Conditions etc.

4. Termination of contract:

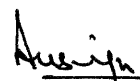
If at any time the Service Provider defaults in proceeding with the work with due diligence and continues to do so or commit any default in complying any of the tender terms and conditions even after the notice in writing is given, BHEL may, without prejudice to any other right to remedy which shall have accrued or shall accrue thereafter to BHEL, 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.

BHEL also reserves the right to terminate the contract at any point of time without assigning any reason thereof.

5. Security deposit:

Security deposit (SD) amount of ₹ 1,00,000.00 shall be deposited by the successful bidder through NEFT either within seven days from the date of award of work or before start of contract whichever is earlier. SD can also be recovered at the rate of 10% from the running bills. However, in such case at least 50% of the SD shall be deposited within specified time and balance 50% may be recovered from the running bills.

If the successful bidder requests BHEL in writing to adjust EMD amount towards SD then EMD shall be retained as SD. SD, without interest, shall be refunded after successful completion of contract period.



6. Terms of payments:

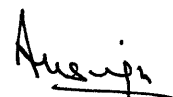
In case of award of the work, the payment will generally be made on a monthly basis within 15 days after receipt of the computerized/manual bill in duplicate and verification by user and certification by Officer-In-Charge. No advance money will be paid under any circumstances. Also no interest shall be paid for delay in payment processing.

The bills in duplicate along with duty slips duly signed by the user of the vehicle or his representative should be sent to BHEL for payment. 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.

7. The maintenance cost, charges of fuel, road tax, challans, salary of the driver, the overtime of driver etc. **are the responsibility of the Service Provider and will be borne by the Service Provider.** BHEL will, however, reimburse State levies / taxes for outstation journeys (for single entry only) at actual on submission of receipts in original along with the bill.
8. Parking charges, Toll tax, Service Tax and DND payments, as applicable from time to time shall be extra and borne as per actual by BHEL on submission of original receipt along with the bill. Taxi contractors can also get the state taxes for local journeys reimbursed by BHEL but only on producing original tax receipts.
9. **Insurance:** The vehicle provided must be fully and comprehensively insured (latest copy of insurance cover to be enclosed.)
10. **Business distribution:** BHEL intends to distribute the work load to max. 03 Service Providers / agencies with larger share to the lowest bidder, i.e. the L1 bidder will be apportioned 40% of the business volume and the remaining 60% would be shared equally (i.e. 30% of the total business) by L2 and L3 bidders at L1 rates. However, if any of the L2 or L3 bidders or both do not accept the work as per evaluation criteria then the lowest rates shall be counteroffered to L4 bidder and so on unless the work is awarded to three successful bidders.
- This shall further be subject to availability of the required vehicles, reliability of services, and dependability of the Service Provider in providing the required services.
- The vehicles sent to our office on our requisition shall have all relevant documents like Registration Certificate / Driving License / Insurance / Road Tax Receipt / Border Tax / Non-Polluting vehicle certificate etc. The vehicle should be licensed and shall conform to all Govt. Rules including pollution norms and any other regulation being in force from time to time.

11. Regulation of Payments:

- a) **For journeys up to 40 KMs within 4 hours:** The payment to be made will be calculated as per the rates finalized for Sl. No.2 of Table 1 of the Price Bid.
- b) **For journeys up to 40 KMs and duration between 4 hours to 8 hours:** The payment for the journeys will be calculated as per the rates finalized for Sl. No. 2 of Table 1 and payment for extra hours will be made as per Sl. No. 5b of Table 1 of the Price Bid. If the total amount calculated exceeds the rate finalized for Sl. No. 1 of Table 1 then the payment to be made will be restricted to rates finalized for Sl. No. 1 of Table 1.
- c) **For journeys with duration up to 4 hours and distance up to 80 KMs:** The payment for the journeys will be calculated as per the rates finalized for Sl. No. 2 of Table 1 and payment for extra KMs will be made as per Sl. No. 3 of Table 1 of the Price Bid. If the total amount calculated exceeds the rate finalized for Sl. No. 1 of Table 1 then the payment to be made will be restricted to rates finalized for Sl. No. 1 of Table 1.



- d) For journeys with duration between 4 hours to 8 hours and distance between 40 KMs to 80 KMs: The payment for the journeys will be calculated as per the rates finalized for Sl. No. 2 of Table 1 and payment for extra hours and extra distance will be calculated as per Sl. No. 3 and 5a of Table 1 of the Price Bid. If the total amount calculated exceeds the rate finalized for Sl. No. 1 of Table 1 then the payment to be made will be restricted to rates finalized for Sl. No. 1 of Table 1.
 - e) For journeys with distance equal to or more than 80 KMs or duration equal to or more than 8 hours: The payment to be made for first 80 KMs / 8 hours will be calculated as per the rates finalized for Sl. No. 1 of Table 1 of the Price Bid. The amount payable for extra KMs and extra hours will be calculated as per Sl. No 3 and 5a of Table 1 of the Price Bid.
 - f) 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 halt charges for payment of outstation journeys will be regularized as per the rate in Sl. No. 4 and 6 of Table 1 of the Price Bid.
 - g) 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 places.
 - h) For monthly vehicle traveling less than or equal to 2000 KMs: The payment for such journeys shall be regulated as per Sl. No. 1 of Table 2 of the Price Bid.
 - i) For monthly vehicle traveling more than 2000 KMs but less than or equal to 2500 KMs: The payment for first 2000 KMs shall be regulated as per Sl. No. 1 of Table 2 of the Price Bid and the payment for extra KMs shall be calculated as per Sl. No. 4 of Table 2 of the Price Bid. However, if the total exceeds the rate in Sl. No. 2 of Table 2 of the Price Bid then the total payment shall be restricted to the rate in Sl. No. 2 of Table 2 of the Price Bid.
 - j) For monthly vehicle traveling more than 2500 KMs but less than or equal to 3000 KMs: The payment for first 2500 KMs shall be regulated as per Sl. No. 2 of Table 2 of the Price Bid and the payment for extra KMs shall be calculated as per Sl. No. 4 of Table 2 of the Price Bid. However, if the total exceeds the rate in Sl. No. 3 of Table 2 of the Price Bid then the total payment shall be restricted to the rate in Sl. No. 3 of Table 2 of the Price Bid.
 - k) For monthly vehicle traveling more than 3000 KMs: The payment for first 3000 KMs shall be regulated as per Sl. No. 3 of Table 2 of the Price Bid and the payment for extra KMs shall be calculated as per Sl. No. 4 of Table 2 of the Price Bid. 3.
 - l) For payment of extra Hours: Payment for extra hours (after 10 hours of duty per day), if any, shall be calculated as per Sl. No. 5 of the Table 2 of the Price Bid.
12. Service Provider shall be solely responsible for payment of wages / salaries and allowances to his personnel that might become applicable under any act or order of Govt. from time to time during the validity of the contract. BHEL shall have no liability whatsoever on this account (i.e. Statutory compliance with regard to vehicle and also the driver deployed including the wages, allowances, and extra hours' charges etc. of the driver deployed).
 13. BHEL reserves the right to reject any or all offers without assigning any reason whatsoever.
 14. **Tax deduction at source:** Tax shall be deducted at source from the running bills as per applicable Income Tax Rules and other statutory requirements.
GST (Goods and Services Tax) if applicable and as legally leviable and payable by the tenderer under the provisions of applicable law/ act, shall be paid extra as per provision of applicable law. The

Assign

contractor must be duly registered under GST. The invoice shall be a GST invoice under GST law and it should clearly depict following:

- a. GSTIN number & address of the tenderer
- b. The rate of GST
- c. The amount of GST
- d. GSTIN number of BHEL
- e. Any other requirement specified by law, in such case documentary evidence of payment of GST shall be submitted.

Contractor shall comply with GST laws for the services rendered to BHEL and would upload returns within the prescribed time. BHEL shall not be responsible for any delay/default on his part and he would solely be responsible for any such violation / noncompliance of GST Laws on his part.

In case payable GST is not deposited by the contractor and uploaded on GSTN Network or any such noncompliance of GST Laws is observed by BHEL on his part, GST amount shall be recoverable from Contractor along with interest.

15. Deviation: The Service Provider must comply with the tender specification and all terms and conditions of contract. No deviation shall be entertained.

16. Evaluation criteria:

- a) The techno-commercial bids i.e. Part-I submitted by all the bidders will be evaluated first. After techno-commercial evaluation, only the price bids of the bidders who qualify the techno-commercial evaluation will be opened on a subsequent date. The date of opening of price bids shall be intimated to the concerned bidders through email with at least two days' notice.
- b) Bidders are requested to read the "Notes" provided in Price Bid very carefully before filling up the price bid format. Offer containing incomplete price bid shall be rejected and will not be considered for further evaluation.
- c) The bidders are required to quote item wise rates for A, B, C, D and E (Tables 1 and 2) only as indicated in the "Note" in the Price Bid Format. Other rates will be calculated by BHEL as per the formulae indicated in respective spaces and bidders are not to quote for any other item in the price bid.
- d) For identification of overall L1, L2, L3 bidders, the evaluation will be done on the basis of the following formula:

$$\text{Evaluation criteria formula} = [0.53 * \{(A * a) + (B * b) + (C * c)\} + 0.47 * \{(D * d) + (E * e)\} / f] * [1 + g]$$

First **0.53** indicates that 53% of the expenditure shall be incurred for taxis hired on on "as and when required" basis.

Among the taxis hired on **as and when required** basis

- i. **a = 0.66** indicates that 66% of the total taxis shall be middle segment taxis like Swift Dzire, Etios etc.
- ii. **b = 0.18** indicates that 18% of the total taxis shall be deluxe segment taxis like Ciaz, Honda City, Verna etc.
- iii. **c = 0.16** indicates that 16% of the total taxis shall be 6-8 seater taxis like Innova, Tavera etc.

Second **0.47** indicates that remaining 47% of the expenditure shall be incurred for taxis hired on monthly basis. Among the taxis hired on monthly basis

- i. **d = 0.83** indicates that 83% of the total taxis shall be middle segment taxis like Swift Dzire, Etios etc.
- ii. **e = 0.17** indicates that 17% of the total taxis shall be deluxe segment taxis like Ciaz, Honda City, Verna etc.

f = 26 = Nos. of days in each month.

g = applicable GST rate.

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

- e) The above formula is derived to rank the bidders on overall basis.
- f) **The Successful bidders (overall L1, L2 & L3) has to accept the lowest rate quoted for every segment among the rates quoted by L1, L2 and L3.** After finalization of L1, L2 and L3 bidders, the work shall be awarded in the proportion as mentioned in Sl. No. 10 on page 8.

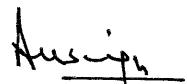
However, if any of the L2 or L3 bidders or both do not accept the work as per above criteria then the lowest rates shall be counteroffered to L4 bidder and so on unless the work is awarded to three successful bidders.

17. Penalty clause:

- a) Penalty in case of driver not wearing uniform: In such a case, a penalty of ₹ 50.00 per day will be imposed on the Service Provider and the same shall be deducted from the bill.
- b) Penalty in case of non-availability of monthly vehicle: In case of non-availability of the vehicle, the charges on pro-rata basis + ₹ 200.00 per day shall be deducted from monthly bill.
- c) Penalty in case of non-reporting of required vehicle on time, an amount of ₹ 100/hr shall be deducted from the bill.
- d) Generally, a prior notice of two hours will be given to the Service Providers for providing / arranging the vehicle. In case of non-reporting / refusal to provide the requisite vehicle, the same may be hired from any other source(s) at the risk and cost of the Service Provider. The difference, if any, between the agreed hiring rates with the Service Provider and the amount payable by BHEL in the event of not providing the vehicle will be recovered from the Service Provider from the running bills.

18. Pre-bid Meeting

A Pre-bid meeting is scheduled on **02nd January 2018 (Tuesday) at 1500 Hrs. (03:00 pm) at BHEL Lodhi Road Office, New Delhi.** Any intended bidder may attend the pre-bid meeting for any clarification about the Tender's Terms and Conditions. Contact Person: Mr. Anil Kumar Singh, Sr. Manager-Admin. PH: 011-41793-284.



General Terms & Conditions**1. Arbitration:**

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

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

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

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

2. Laws governing the contract:

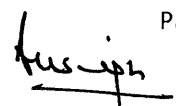
The Order/Contract shall be executed and governed by the laws of India and the courts of India alone shall have jurisdiction in respect of any matter arising under or in connection with the Order/Contract.

3. Jurisdiction of court:

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

4. Default/ breach of contract, insolvency and risk purchase:

- a) If the Service Provider / Service Provider fails to provide the required services as per the Contract 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 Order/Contract either in whole or in part or otherwise fails to perform the Order/Contract or commits any breach of the Order/Contract not herein specifically provided for or in the event of the death or insanity or if the Service Provider being an individual or if a firm on a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the Order/Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolved under the Partnership Act or if the



Service Provider (Service Provider) being a company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager, the purchaser without prejudice to his right to recover any expenses, losses or damages to which the BHEL may be put to incur or sustain by reason of the Service Provider's default or breach of Order/Contract shall be entitled to cancel the Order/Contract either in whole or portion thereof without compensation to the Service Provider (Service Provider) and if BHEL so desires, may hire such services and in such manner as it deems appropriate, at the risk and cost of the Service Provider (Service Provider) and the Service Provider (Service Provider) shall be liable to the BHEL for any excess costs provided that the Service Provider (Service Provider) shall continue the performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The Service Provider (Service Provider) shall on no account be entitled to any gain on such services.

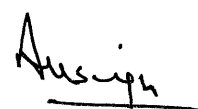
- b) Cost of the service made by the BHEL/Service taker at the risk and cost of the Service Provider (Service Provider) shall be worked out after levying 30% overheads as departmental charges on the cost of services so hired.

Ausign

Details of Business

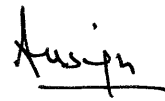
The Service Provider shall furnish the following information along with Part-1 bid for Rate Contract for hiring of commercially Registered Taxis.

1	Name of the Firm/Company	
2	Address for communication	
3	Registered Office, if any :	
4	Location of Garage (s) :	
	Telephone No. (Office) (Res) (Garage) (Mobile) (Fax)	
5	Name of proprietor / partner /Director	
6	Name of Banker(s)	
7	Date / year of commencement of Business	
8	Whether registered with any Govt. Institution / Undertaking / large corporates of repute. If so, furnish particulars with supporting documents	
9	ITR acknowledgement for FY 2014- 15, 2015-16 & 2016-17. Copy of PAN Card to be furnished.	
10	Last 3 years audited balance sheet along with Profit & Loss Account of the co. / firm	
11	Experience Certificates with Govt. / Public Sector Undertaking / large Corporate of repute.	
12	Service Tax - Registration No.	
13	Any other information	



Acceptance Letter / No Deviation Certificate

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

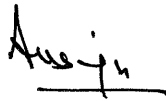
A handwritten signature in black ink, appearing to be 'Anuj', written over a horizontal line.

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 Institute / Court and no case is pending with the police / court against our firm/ partner or the company.

A handwritten signature in black ink, appearing to be 'A. Singh', written over a horizontal line.

Signature

With name, Designation & seal of the firm

Technical / Financial Details

TURNOVER (F.Y.)	2016-17	2015-16	2014-15
Rupees (in Lakhs)			

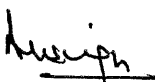
Work Experience fulfilling PQR Criteria (As per work orders and work completion certificate submitted in Part-I Bid)

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

PAN Card No. / Name on PAN Card	
GST No. / Taxable Services	

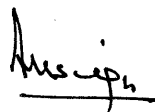
Income Tax Return Acknowledgement (F.Y.)	2016-17	2015-16	2014-15
EMD Details	NEFT Ref. No.	Date	Amount in lakhs

(Signature & seal of the Service Provider)



Bidder's Details

Name of the Service Provider /Party/ Firm	
Name of Authorized Representative	
Phone Nos.	
Mobile Nos.	
Fax No.	
E-Mail Address	
Web Site Address (If Any)	



(Signature & seal of the Service Provider)

Price Bid Format**Table 1: Taxis required on as and when required basis**

Sl. No.	Particulars	Segment 1 Swift Dzire, Indigo, Etios, Xcent (or equivalent) <i>In Rupees</i>	Segment 2 Maruti Ciaz, Honda City, Verna (or equivalent) <i>In Rupees</i>	Segment 3 Innova, Tavera, Xylo (or equivalent) <i>In Rupees</i>
1.	80 KMs in 08 Hours	A=	B=	C=
2.	40 KMs in 04 Hours	50% of A	50% of B	50% of C
3.	Extra Charges per KM	1% of A	1% of B	1% of C
4.	Outstation Journey	1% of A	1% of B	1% of C
5a.	Extra Charges per Hour	62.00	62.00	62.00
5b.	Extra Charges per Hour *	120.00*	120.00*	120.00*
6.	Night Halt Charges	150.00	150.00	150.00

* Rates in Sl. No. 5b shall be applicable only if distance covered is less than 40 KMs and time of journey is between 4 hours to 8 hours.

Note:

1. You are required to quote only for Sl. No. 1 of Table 1 i.e. rates for A, B and C.
2. Sl. No. 2, 3 and 4 shall be calculated as per the formulae indicated in the Table 1.
3. Sl. No. 5a, 5b and 6 have been standardized by BHEL and shall remain firm for the period of contract.
4. Incomplete Price Bids shall be rejected and will not be considered for further evaluation.
5. The price of fuel per litre as on the date of original tender submission will be considered as base price for PVC.
6. Applicable GST shall be payable extra.

Handwritten signature

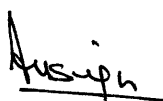
Table 2: Taxis required on Monthly Basis

Sl. No.	Monthly Charges	<u>Segment 1</u> Swift Dzire, Indigo, Etios, Xcent (or equivalent) <i>In Rupees</i>	<u>Segment 2</u> Maruti Ciaz, Honda City, Verna (or equivalent) <i>In Rupees</i>
1.	2000 KMs (10 hours daily)	D=	E=
2.	2500 KMs (10 hours daily)	D + 12.5% of D	E + 7.5% of E
3.	3000 KMs (10 hours daily)	D + 25% of D	E + 12.5% of E
4.	Extra Charges per Km.	1% of A of Table 1	1% of B of Table 1
5.	Extra Charges per hour	62.00	62.00

Applicable GST of _____ % shall be payable extra.

Note:

1. You are required to quote only rates for D and E. (i.e. Sl. No. 1 of Table 2 and GST rate.
2. Sl. No. 2 and 3 shall be calculated as per the formulae indicated in the table 2.
3. Sl. No. 4 of Table 2 shall be same as Sl. No. 3 of Table 1.
4. Sl. No. 5 have been standardized by BHEL and shall remain firm for the period of contract.
5. Incomplete Price Bids shall be rejected and will not be considered for further evaluation.
6. The price of fuel per litre as on the date of original tender submission will be considered as base price for PVC.



(Signature & seal of the Service Provider)

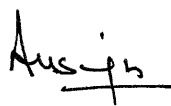
Details of Commercial Vehicles Owned

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

Sl. No.	Registration No.	Make	Model
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			

Note:

1. Please attach a copy of Registration Certificate of the Vehicles mentioned above.
2. The bidder has to provide details of at least 08 nos. commercial vehicles (owned) with year of make as 2016 or later.

List of vehicles required:**Segment 1:** Swift Dzire, Etios, Indigo, Xcent (or equivalent)**Segment 2:** Maruti Ciaz, Honda City, Verna (or equivalent)**Segment 3 (6-8 seater):** Innova, Tavera, Xylo (or equivalent)

Signature
(Seal)

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

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

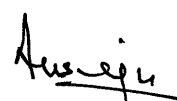
Signature of Operator**Signature of User****To be invariably filled by the user**

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

Signature of the user**Remarks/Feedback of the user wrt vehicle and driver**

Signature of User**Note:**

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

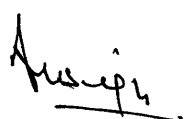


Log Sheet

[illegible]

Check-List

Sl. No.	Description of requirement	Yes/ No/ NA	Page No(s)
1	EMD of ₹ 1,00,000/- in the form of Pay order or Demand Draft in favour of "BHEL" payable at New Delhi in a separate envelope.		
2	Details of work experience, satisfactory work performance certificates.		
3	Copies of the Balance sheet and Profit & Loss account statement, duly certified by CA, of last three financial years i.e. FY 2014-15, 2015-16 and 2016-17		
4	Acknowledgement of I-T return of last three financial years i.e. F Y 2014-15, 2015-16 and 2016-17		
5	Copy of the PAN card.		
6	Copy of Service Tax registration certificate		
7	Terms & Conditions (Annexure I)		
8	Technical Terms & Conditions / Specifications (Annexure II)		
9	Commercial Terms and Conditions (Annexure III)		
10	General Terms & Conditions (Annexure IV)		
11	Details of Business (Annexure V)		
12	Acceptance Letter / No Deviation Certificate (Annexure VI)		
13	Declaration (Annexure VII)		
14	Technical / Financial Details (Annexure VIII)		
15	Bidder's Details (Annexure IX)		
16	Price Bid Format (Annexure X)		
17	Details of Commercial Vehicles Owned (Annexure XI)		
18	Vehicle Duty Slip (Annexure XII)		
19	Log Sheet (Annexure XIII)		
20	Check List (Annexure XIV)		
21	BHEL, Lodhi Road NEFT Details (Annexure XV)		



(Signature & seal of the Service Provider)

EFT MANDATE (DULY CERTIFIED BY BANKER)

Bank Name	CANARA BANK		
Bank Branch Address	PRIME CORPORATE BRANCH -II, WORLD TRADE TOWER, BARAKHAMBA LANE, NEW DELHI		
Branch Code	1942	MICR No	110015097
Swift Code	CNRBINBBIFD		
IFSC for RTGS	CNRB0001942		
IFSC for NEFT	CNRB0001942		
Beneficiary's Name	BHARAT HEAVY ELECTRICALS LIMITED INDUSTRY SECTOR INTEGRATED OFFICE COMPLEX, LODHI ROAD NEW DELHI - 110003		
Beneficiary's Account Number	0307201003847		
Type of Account	CURRENT ACCOUNT - GENERAL		

We hereby certify that information given above (Bank Details) are true and correct

We certify that the particulars mentioned above are true and correct and we will be responsible if any of the information stated above found to be incorrect at a later date. We also confirm that, any changes in the above details occurring in future, shall be informed to you immediately.

Yours Faithfully

Sign

Name:

Designation:

दीपक वधवा / DEEPAK WADHWA
वरिष्ठ लेखाधिकारी / Senior Accounts Officer
भारत हेवी इलेक्ट्रिकल्स लिमिटेड
BHARAT HEAVY ELECTRICALS LIMITED
उद्योग क्षेत्र, एकीकृत कार्यालय कॉम्प्लेक्स लोधी रोड,
Industry Sector, Integrated Office Complex, Lodhi Road,
नई दिल्ली-110003 / New Delhi-110003

कृते केनरा बैंक/For Canara Bank

वरिष्ठ प्रबन्धक/Senior Manager
प्राईम कॉर्पोरेट कनॉट प्लेस शाखा
Prime Corporate Connaught Place Branch
नई दिल्ली/New Delhi-110001

Banker's Seal and Signatures