

TENDER SPECIFICATION

Tender Specification No BHE/PW/PUR/RSCB-TAXI/1647

FOR

**Providing Taxi service on requirement basis at RSC Vadodara
office for 2 years.**

VOL-I : TECHNICAL BID SPECIFICATION



**BHARAT HEAVY ELECTRICALS LIMITED
(A Govt. of India Undertaking)
POWER SECTOR - WESTERN REGION
345-KINGSWAY, NAGPUR-440 001**

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Tender Specification Issue Details

NO: BHE/PW/PUR/RSCB-TAXI/1647

FOR

**Providing Taxi service on requirement basis at RSC Vadodara
office for 2 years.**

EARNEST MONEY DEPOSIT: Refer Notice Inviting Tender

LAST DATE FOR Refer Notice Inviting Tender
TENDER SUBMISSION

THESE TENDER SPECIFICATION DOCUMENTS CONTAINING VOLUME-I AND
VOLUME- II ARE ISSUED TO:

M/s.

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PLEASE NOTE:
THESE TENDER SPECS DOCUMENTS ARE NOT TRANSFERABLE.

For Bharat Heavy Electricals Limited

AGM (Purchase)
Place: Nagpur
Date:

1647

NOTICE INVITING TENDER

(Document No PS:MSX:NIT:Rev 01 dated 1st
Jun 2012)

Bharat Heavy Electricals Limited



NOTICE INVITING TENDER (NIT)

NOTE: BIDDER MAY DOWNLOAD FROM WEB SITES OR PURCHASE TENDERS FROM THIS OFFICE ALSO

Dear Sir/Madam

Sub : NOTICE INVITING TENDER

Sealed offers in two part bid system are invited from reputed & experienced bidders (meeting [PRE QUALIFICATION CRITERIA](#) as mentioned in Annexure-I) for the subject job by the undersigned on behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document. Following points relevant to the tender may please be noted and complied with.

1.0 Salient Features of NIT

SL NO	ISSUE	DESCRIPTION
i	TENDER NUMBER	T.S. NO. BHE/PW/PUR/RSCB-TAXI/1647
ii	Broad Scope of job	<i>Providing Taxi service on requirement basis at RSC Vadodara office for 2 years.</i>
iii	DETAILS OF TENDER DOCUMENT	
	PART- Tender Specification Applicable	
	PART-II	
	Price Schedule (Absolute value).	
iv	Start of Sales	Start: 23/06/2016 Closes: 07/07/2016, 16.00 Hrs
v	DUE DATE & TIME OF OFFER SUBMISSION	Date : 08 /07/2016 , Time :15.00Hrs Place : BHEL-PSWR, Nagpur Tenders being submitted through representative shall be handed over to any of the following BHEL officials after making entry/registration at the reception: Nirmal P G / Asst. Engineer (Purchase) Ph: 0712-3048732

BHARAT HEAVY ELECTRICALS LIMITED
POWER SECTOR WESTERN REGION, NAGPUR
NOTICE INVITING TENDER (NIT)

T.S. NO BHE/PW/PUR/RSCB-TAXI/1647

DT: 23/06/2016

		<p>E-mail: nirmalpg@bhelswr.co.in</p> <p>Pratish Gee Varghese / Sr. Engineer(Purchase) Ph: 0712-3048713 E-mail: pgv@bhelswr.co.in</p> <p>Abhijeet Kumar /Engineer Ph: 0712-3048714</p>	
vi	OPENING TENDER OF	<p>1 hours after the latest due date and time of Offer submission</p> <p>Notes: (1) In case the due date of opening of tender becomes a non-working day, tenders shall be opened on next working day at the same time. (2) Bidder may depute representative to witness the opening of tender</p>	Applicable
vii	EMD AMOUNT	Rs.10,000 /- (Rupees Ten Thousand Only)	Applicable
viii	COST OF TENDER	NA	Applicable
ix	LAST DATE FOR SEEKING CLARIFICATION	<p>Date: Atleast 2 days before the due date of offer submission</p> <p>Along with soft version also, addressing to undersigned & to others as per contact address given below</p> <p>Mr.Nirmal P.G (nirmalpg@bhelswr.co.in) Mr. Abhijeet Kumar (kabhi@bhelswr.co.in) Mr Pratish Gee Varghese (pgv@bhelswr.co.in)</p> <p>Contact No. 0712-3048732 / 713/ 714</p>	Applicable
x	Latest updates	<p>Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (www.bhel.com -->Tender Notifications →View Corrigendums) and not in the newspapers. Bidders to keep themselves updated with all such information</p>	
		<p>Contact details (BHEL-PSWR)</p> <p>1) Mr. Pratish Varghese /Sr. Engineer (Purchase) Ph: 0712-3048713, E-mail: pgv@bhelswr.co.in</p> <p>2) Mr.Abhijeet Kumar / Engineer (Purchase) Ph: 0712-3048714, E-mail: kabhi@bhelswr.co.in</p> <p>2) Sri.Nirmal P.G/ Asst. Engineer (Purchase) PH: 0712-3048713, E-mail: nirmalpg@bhelswr.co.in</p>	

BHARAT HEAVY ELECTRICALS LIMITED
POWER SECTOR WESTERN REGION, NAGPUR
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T.S. NO **BHE/PW/PUR/RSCB-TAXI/1647**

DT: 23/06/2016

		<p><u>Contact Details (RSC-Vadodara)</u></p> <p>1) Mr. Manoj Kumar / Administrator (HR) PH: 0265-2370276, Mob: 09429198218</p> <p>2) Mr. Hariharan Iyer /Sr Engineer Mob: 07767835533</p>	
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2.0 The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them, duly signed & stamped on each page, as part of offer. Rates/Price including discounts/rebates, if any, mentioned anywhere/in any form in the techno-commercial offer other than the Price Bid, shall not be entertained.

3.0 Unless specifically stated otherwise, bidder shall remit cost of tender and courier charges if applicable, in the form of Demand Draft drawn in favour of Bharat Heavy Electricals Ltd, payable at Power Sector Regional HQ at Nagpur issuing the Tender, along with techno-commercial offer. Bidder may also choose to deposit the Tender document cost by cash at the Cash Office as stated above against sl no iv of 1, on any working day; and in such case copy of Cash receipt is to be enclosed with the Techno Commercial offer. Sale of tender Documents shall not take place on National Holidays, holidays declared by Central or State Governments and BHEL PS HQ at Nagpur, Sundays and second/ last Saturdays

4.0 Unless specifically stated otherwise, bidder shall deposit EMD through Demand Draft/Pay Order in favour of Bharat Heavy Electricals Ltd, payable at Nagpur. For other details and for 'One Time EMD' please refer General Conditions of Contract.

5.0 **Procedure for Submission of Tenders:** The Tenderers must submit their Tenders to Officer inviting Tender, as detailed below:

- PART-I consisting of 'PART-I A (Techno Commercial Bid)' & 'PART-I B (EMD/COST of TENDER)' in two separate sealed and superscribed envelopes (ENVELOPE-I & ENVELOPE-II)
- PART-II (Price Bid) – in sealed and superscribed envelope (ENVELOPE-III)
- One set of tender documents shall be retained by the bidder for their reference

6.0 The contents for ENVELOPES and the superscription for each sealed cover/Envelope are as given below. **(All pages to be signed and stamped)**

Sl no	Description	Remarks
	Part-I A	
	<p><u>ENVELOPE – I superscribed as :</u></p> <p>PART-I (TECHNO COMMERCIAL BID)</p> <p>TENDER NO :</p> <p>NAME OF WORK :</p> <p>PROJECT:</p> <p>DUE DATE OF SUBMISSION:</p>	

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	CONTAINING THE FOLLOWING:-	
i.	Covering letter/Offer forwarding letter of Tenderer.	
ii.	Duly filled-in 'No Deviation Certificate' as per prescribed format to be placed after document under sl no (i) above. Note: a. In case of any deviation, the same should be submitted separately for technical & commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. The list of such deviation shall be placed after document under sl no (i) above. It shall be specifically noted that deviation recorded elsewhere shall not be entertained. b. BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding. i). In case of acceptance of the deviations, appropriate loading shall be done by BHEL ii). In case of unacceptable deviations, BHEL reserves the right to reject the tender	
iii.	Supporting documents/ annexure/ schedules/ drawing etc as required in line with Pre-Qualification criteria. It shall be specifically noted that all documents as per above shall be indexed properly and credential certificates issued by clients shall distinctly bear the name of organization, contact ph no, FAX no, etc.	
iv.	All Amendments/Correspondences/Corrigenda/Clarifications/Changes/ Errata etc pertinent to this NIT.	
v.	Integrity Pact Agreement (Duly signed by the authorized signatory)	If applicable
vi.	Duly filled-in annexures, formats etc as required under this Tender Specification/NIT	
vii.	Notice inviting Tender (NIT)	
viii.	Volume – I A : <u>Technical</u> Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc	
ix.	Volume – I B : Special Conditions of Contract (SCC)	
x.	Volume – I C : General Conditions of Contract (GCC)	
xi.	Volume – I D : Forms & Procedures	
xii.	Volume – II (UNPRICED – without disclosing rates/price, but mentioning only 'QUOTED' or 'UNQUOTED' against each item	
xiii.	Any other details preferred by bidder with proper indexing.	

	PART-I B	
	ENVELOPE – II superscribed as: PART-I (EMD/COST of TENDER) TENDER NO : NAME OF WORK : PROJECT:	

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	DUE DATE OF SUBMISSION:	
	CONTAINING THE FOLLOWING:-	
i.	<p>1. Earnest Money Deposit (EMD) in the form as indicated in this Tender</p> <p style="text-align: center;">OR</p> <p>Documentary evidence for 'One Time EMD' with the Power Sector Region of BHEL floating the Tender</p> <p>2. Cost of Tender (Demand Draft or copy of Cash Receipt as the case may be)</p>	

	PART-II	
	PRICE BID consisting of the following shall be enclosed	
	<p>ENVELOPE-III superscribed as: PART-II (PRICE BID) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION:</p> <p>CONTAINING THE FOLLOWING</p>	
i	Covering letter/Offer forwarding letter of Tenderer enclosed in Part-I	
ii	Volume II – PRICE BID (Duly Filled in Schedule of Rates – rate/price to be entered in words as well as figures)	

	OUTER COVER	
	<p>ENVELOPE-IV (MAIN ENVELOPE / OUTER ENVELOPE) superscribed as: TECHNO-COMMERCIAL BID, PRICE BID & EMD TENDER NO: NAME OF WORK: PROJECT: DUE DATE OF SUBMISSION:</p> <p>CONTAINING THE FOLLOWING:</p>	
i	<ul style="list-style-type: none"> o Envelopes I o Envelopes II o Envelopes III 	

SPECIAL NOTE : All documents/ annexures submitted with the offer shall be properly annexed and placed in respective places of the offer as per enclosure list mentioned in the covering letter. BHEL shall not be responsible for any missing documents.

7.0 Deviation with respect to tender clauses and additional clauses/suggestions in Techno-commercial bid / Price bid shall NOT be considered by BHEL. Bidders are requested to positively comply with the same.

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- 8.0 BHEL reserves the right to accept or reject any or all Offers without assigning any reasons thereof. BHEL also reserves the right to cancel the Tender wholly or partly without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).
- 9.0 Void.
- 10.0 Since the job shall be executed at site, bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation, applicable wage structure, wage rules, etc before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions.
- 11.0 For any clarification on the tender document, the bidder may seek the same in writing or through e-mail, as per specified format, within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay or any other delays. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.
- 12.0 BHEL may decide holding of pre-bid discussion [PBD] with all intending bidders as per date indicated in the NIT. The bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Bidders shall plan their visit accordingly. The outcome of pre-bid discussion (PBD) shall also form part of tender.
- 13.0 In the event of any conflict between requirement of any clause of this specification/ documents/drawings/data sheets etc or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting/submission of offer, else BHEL's interpretation shall prevail.
- 14.0 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.
- 15.0 Bidders shall submit Integrity Pact Agreement (Duly signed by authorized signatory who signs in the offer), **if applicable**, along with techno-commercial bid. This pact shall be considered as a preliminary qualification for further participation. **The names and other details of Independent External Monitor (IEM) for the subject tender is as given at point (1) above.**
- 16.0 The Bidder has to satisfy the Pre Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of satisfying the Pre Qualification Criteria specified in this NIT as per Annexure-I (as applicable), past performance etc. and date of opening of price bids shall be intimated to only such bidders. BHEL reserves the right not to consider offers of parties under HOLD.

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- 17.0 In case BHEL decides on a 'Public Opening', the date & time of opening of the sealed PRICE BID shall be intimated to the qualified bidders and in such a case, bidder may depute one authorised representative to witness the price bid opening. BHEL reserves the right to open 'in-camera' the 'PRICE BID' of any or all Unsuccessful/Disqualified bidders under intimation to the respective bidders.
- 18.0 Validity of the offer shall be for **Three months** from the latest due date of offer submission (including extension, if any) unless specified otherwise.
- 19.0 BHEL reserves the right to decide the successful bidder on the basis of Reverse Auction process. In such case all qualified bidders will be intimated regarding procedure/ modality for Reverse Auction process prior to Reverse Auction and price will be decided as per the rules for Reverse Auction. .

However, if reverse auction process is unsuccessful as defined in the RA rules/procedures, or for whatsoever reason, then the sealed 'PRICE BIDS' will be opened for deciding the successful bidder. BHEL's decision in this regard will be final and binding on bidder.

- 20.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 21.0 In case the bidder is an "Indian Agent of Foreign Principals", 'Agency agreement has to be submitted along with Bid, detailing the role of the agent along with the terms of payment for agency commission in INR, along with supporting documents.
- 22.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- ~~23.0 Consortium Bidding (or Technical Tie up) shall be allowed only if specified in Pre Qualifying Requirement (PQR) criteria, and in such a case the following shall be complied with:~~
- 24.0 The bidder shall submit documents in support of possession of 'Qualifying Requirements' duly self certified and stamped by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately.
- 25.0 The bidder may have to produce original document for verification if so decided by BHEL.
- 26.0 Order of Precedence
In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:
- a. Amendments/Clarifications/Corrigenda/Errata etc issued in respect of the tender documents by BHEL
 - b. Notice Inviting Tender (NIT)
 - c. Price Bid
 - d. Technical Conditions of Contract (TCC)—Volume-1A
 - ~~e. Special Conditions of Contract (SCC)—Volume 1B~~
 - f. General Conditions of Contract (GCC) —Volume-1C
 - ~~g. Forms and Procedures—Volume 1D~~

It may please be noted that guidelines/rules in respect of suspension of business dealings', 'Vendor evaluation format', 'Quality, Safety & HSE guidelines', etc may undergo change from time to time and the latest one shall be followed.

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for BHARAT HEAVY ELECTRICALS LTD

AGM Pur

Enclosure

01. Annexure-1: Pre Qualifying criteria
02. Annexure-2: Important Information.
03. Annexure-3: Check List
- 04 Other Tender documents as per this NIT

BHARAT HEAVY ELECTRICALS LIMITED
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PRE QUALIFYING REQUIREMENTS (Annexure-1)

JOB	Providing Taxi service on requirement basis at RSC Vadodara office for 2 years.
TENDER NO	BHE/PW/PUR/RSCB-TAXI/1647

SL NO	PRE QUALIFICATION CRITERIA	Bidders claim in respect of fulfilling the PQR Criteria	
		Name and Description of qualifying criteria	Page no of supporting document. Bidder must fill up this column as per applicability
A	Submission of Integrity Pact duly signed (if applicable)	NOT APPLICABLE	
B	<p><u>B) Technical</u></p> <p>B.1) The Bidder must be a registered Tour & Taxi Operator / Travel Agency. Copy of registration certificate shall be enclosed.</p> <p style="text-align: center;">And</p> <p>B.2) The Bidder should have regular establishment / office anywhere in India and have to produce documentary evidence of registration to this effect. The office shall have telephone, and e-mail facilities for accepting booking of taxis.</p> <p style="text-align: center;">And</p> <p>B.3) The Bidder should be having minimum 03 Nos. latest model cars (NOT BEFORE JANUARY 2012 MODEL), registered in the state of Gujarat under Taxi permit in Bidder's name/firms name/Company name.</p> <p style="text-align: center;">And</p> <p>B.4) The Bidder shall have executed any of the following similar work during last 7 years (Similar work means supply of taxis on requirement basis / monthly hire basis to any Govt. undertaking/Companies/ Establishments/ Organisation against Work order / Purchase order/Agreement.)</p> <p>B.4.1) Executed the Three similar works of value not less than ₹ 1,10,000 /- each</p> <p style="text-align: center;">OR</p> <p>B.4.2) Executed the Two similar works of value not less than ₹ 1,37,000/- each.</p>	APPLICABLE	

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	<p style="text-align: center;">OR</p> <p>B.4.3) Executed similar work of value not less than ₹ 2,20,000/-.</p> <p>To establish above criteria B.4.1 to B.4.3), documentary proof such as the Work Order/Purchase Order indicating value of work along with certificate of satisfactory services from the Agencies/Companies/ Establishments to whom similar services were provided should be enclosed.</p>		
C-1	<p><u>FINANCIAL TURNOVER</u></p> <p>Bidders must have achieved an average annual financial turnover of Rs. 85,000/- or more over last three Financial Years (FY) i.e. Financial Years (FY) i.e. Financial Years 2013-14,2014-15,2015-16 or for 2012-2013, 2013-2014 and 2014-2015 if Annual Accounts for FY 2015-16 not audited.</p>	APPLICABLE	
C-2	<p><u>NETWORTH (only in case of Companies)</u></p> <p>Net worth of the Bidder based on the latest Audited Accounts as furnished for 'C-1' above should be positive.</p>	APPLICABLE	
C-3	<p><u>PROFIT</u></p> <p>Bidder must have earned cash profit in any one of the three Financial Years as applicable in the last three Financial Years defined in 'C-1' above based on latest Audited Accounts.</p>	APPLICABLE	
D	Assessment of Capacity of Bidder to execute the work as per sl no 9 of NIT (if applicable)	NOT APPLICABLE	By BHEL
E	<p><u>Price Bid Opening</u></p> <p><u>Note:</u> Price Bids of only those bidders shall be opened who stand qualified after compliance of criteria A to E</p>	APPLICABLE	BY BHEL
G	Consortium criteria	NOT APPLICABLE	
	<p><u>Explanatory Notes for the PQR (unless otherwise specified in the PQR):</u></p> <ol style="list-style-type: none"> Bidder to submit Audited Balance Sheet and Profit and Loss Account for the respective years as indicated against C-1 above along with all annexures. In case audited financial statements have not been submitted for all the three years as indicated against C-1 above, then the applicable audited statements submitted by the bidders against the requisite three years, will be averaged for three years i.e total divided by three. If financial statements are not required to be audited statutorily, then instead of audited financial statements, financial statements are required to be certified by Chartered Accountant. 		

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	<p>4. C-2:-NETWORTH: Shall be calculated based on the latest Audited Accounts as furnished for C-1 above. Net worth = Paid up share capital + Reserves. (Net worth is required to be evaluated in case of companies) .</p> <p>5. C-3:- PROFIT : shall be NET profit (PAT + Non cash expenditure viz depreciation) earned during any one of the three financial years as in C-1 above.</p> <p>6. Time period for achievement of the 'Technical' criteria of PQR (as in 'B' above) will be the last 7 years (except for PQR B.4 & B.5) ending on the 'latest date' of Bid submission.</p> <p>7. 'EXECUTED' means the Vendor should have achieved the criteria specified in the Technical criteria of PQR (as in 'B' above) even if the Contract has not been completed or closed</p> <p>8. The value of work (Experience submitted against PQR B) shall be updated as per the PVC indices for "All India Avg. Consumer Price Index for Industrial Workers" with base month as date of execution (completion of contract/work) and indexed upto two months prior to bid opening month.</p>
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BIDDER SHALL SUBMIT ABOVE PRE-QUALIFICATION CRITERIA FORMAT, DULY FILLED-IN, SPECIFYING RESPECTIVE ANNEXURE NUMBER AGAINST EACH CRITERIA AND FURNISH RELEVANT DOCUMENT INCLUSIVE OF WORK ORDER AND WORK COMPLETION CERTIFICATE ETC IN THE RESPECTIVE ANNEXURES IN THEIR OFFER.

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Annexure -2

IMPORTANT INFORMATION

Sealed Tenders shall be submitted at following address to AGM /Purchase BHEL PSWR NAGPUR:

BHEL PSWR, SRIMOHINI COMPLEX, 345 KINGSWAY, NAGPUR 440001, INDIA

All correspondences regarding this tender shall be addressed to AGM / PURCHASE BHEL PSWR at above address. Bidders may also opt to correspond with following BHEL officials regarding this tender through email at following email ids. However please be informed that sealed tenders shall necessarily be submitted in original at above address:

Asst.Engineer ,Purchase, E-mail: nirmalpg@bhelpswr.co.in, Ph: 0712-3048732

Sr Engineer Purchase, Email: pgv@bhelpswr.co.in, Ph: +91 – 712 – 3048713

AGM Purchase, Email id: rajeabc@bhelpswr.co.in. Ph: +91 – 712 – 3048633

1. The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site (www.bhel.com ---> Tender Notification -> List of Banned Firms)
2. Refer Chapter XII of Volume IB Special Conditions of Contract regarding Suspension of Business Dealings: The abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' has now been uploaded on www.bhel.com on "supplier registration page" at the following link: http://www.bhel.com/vender_registration/pdf/Suspension-of-Business-Dealings-with-Supplier-issued-Sept13_abridged.pdf
3. All Statutory Requirements as applicable for this project shall be complied with.
4. BHEL Fraud Prevention Policy, "The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice."

5. Acceptance of Bank Guarantee (BG)

Revision in Acceptance of Bank Guarantee (BG) Clause no. 1.10.3 (V) of Vol I C GCC:

Clause No. 1.10.3 (V) of Vol IC GCC is revised as below:-

"Bank Guarantee issued by:

- a. Any of the BHEL consortium bank listed below :

State Bank of India
ABN Amro Bank N.V.
Bank of Baroda

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DT: 23/06/2016

Canara Bank
Citi Bank N.A.
Corporation Bank
Deutsche Bank
HDFC Bank Ltd.
The Hongkong and Shanghai Banking Corporation Ltd
ICICI Bank Ltd.
IDBI Ltd.
Punjab National Bank
Standard Chartered Bank
State Bank of Travancore
State Bank of Hyderabad
Syndicate Bank

- b. Any public sector Bank (other than consortium banks) with a clause in the text of Bank Guarantee that it is enforceable at Nagpur, Maharashtra
- c. Any private sector banks, with a clause in the text of Bank Guarantee that it is enforceable by being presented at any branch of the bank

Note: “Bank Guarantees issued by Co-operative Banks are not acceptable”.

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POWER SECTOR WESTERN REGION, NAGPUR
NOTICE INVITING TENDER (NIT)

T.S. NO **BHE/PW/PUR/RSCB-TAXI/1647**

DT: 23/06/2016

Check List (Annexure-3)

Bidder should duly fill all information in table given below;

1	Name and Address of the Tenderer		
2	Details about type of the Firm/Company	Private Limited/ Partnership/ Proprietorship (Please tick (<input checked="" type="checkbox"/>) <u>whichever applicable</u>)	
3	Details of Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: E-mail ID:	
4	EMD DETAILS	DD No: Date : Bank : Amount: <u>Please tick (<input checked="" type="checkbox"/>) whichever applicable:-</u> ONE TIME EMD / ONLY FOR THIS TENDER	
		APPLICABILITY	BIDDER REPLY
6	Whether the format for compliance with PRE QUALIFICATION CRITERIA is understood and filled with proper supporting documents referenced in the specified format	Applicable	YES / NO
7	Audited profit and Loss Account for the last three years submitted	Applicable	YES/NO
8	Copy of PAN Card submitted	Applicable	YES/NO
9	Whether all pages of the Tender documents including annexures, appendices etc are read understood and signed	Applicable/Not Applicable	YES/NO
10	Integrity Pact	Not Applicable	—
11	Declaration by Authorised Signatory submitted	Applicable	YES/NO
12	No Deviation Certificate submitted	Applicable	YES/NO
13	Declaration for relation in BHEL submitted	Applicable	YES/NO
14	Copy of Service Tax registration Certificate	Applicable	YES/NO
15	Bank Account Details for E-Payment submitted	Applicable	YES/NO
16	Power of Attorney for Submission of Tender/	Applicable	YES/NO
17	List of vehicles owned by agency & Ownership documents of 3 vehicles.	Applicable	YES/NO

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TECHNICAL CONDITIONS OF CONTRACT (TCC)

BHARAT HEAVY ELECTRICALS
LIMITED



TENDERS FOR HIRING OF TAXIS ON REQUIREMENT BASIS

General Instructions for the bidders

1. BHEL, Power Sector-Western Region, having its office at **BHEL TOWNSHIP, GAYATRI NAGAR, GOTRI ROAD, VADODARA (G.J)-390021**, intends to hire various types of vehicles on requirement basis under rate contract.

2. Tour & Taxi Operators/Travel Agencies bidding for the contract are required to go through instructions carefully and complete all the formalities as required. In the event of furnishing false information/incomplete information, the offer(s) shall be rejected. In case bidders require any clarification, they may contact the under signed before submitting their bids.

3. Bidding Tour & Taxi Operators/Travel Agencies are required to submit the offer only in two separate parts (i) Technical Bid and (ii) Price Bid. Each bid is to be kept in separate envelope, which should be properly sealed. Both envelopes have to be put together in large envelope and sealed. Tender reference, type of bid (Technical / Price) and date of opening, bidders address shall be written on all the envelopes.

4. Information in respect of Technical bid and Price Bid are to be submitted in the prescribed Proforma as per Performa given in tender..

5. Bidders shall fill in all the required particulars in the blank spaces provided for this purpose in the tender document and also sign each and every page of the tender document before submitting the tender. All the entries in the Technical bid & Price bid should be clearly written in ink or typed and corrections if any are to be duly authenticated by the bidder.

6. Technical bid should accompany the demand draft for Earnest Money Deposit (Rs.10000/-) along with other relevant supporting documents.

7. This tender document shall be deemed to form an integral part of the contract to be entered to this work.

8. The Bidders are required to submit duly filled in tender document before due date & time to AGM (Purchase) , BHEL., PSWR., SHREE MOHINI COMPLEX 5TH FLOOR, 345 KINGSWAY,NAGPUR-440001.

The tenders received after the specified time of their submission are treated as Late Tenders and shall not be considered.

9. The technical bid shall be opened one hour later to due date & time of offer submission.

10. Bidders or their representatives may attend the tender opening.

11. The sealed Price Bids of only those offers which are technically acceptable shall be opened later. The Tour & Taxi Operators/ Travel Agencies qualifying in technical bid will be intimated separately for participating in Price Bid opening.

12. Tenders should remain valid for acceptance for a minimum period of ninety (90) days from the date of Technical bid opening. The rates quoted should be firm for a period of **two years** from the date of acceptance of the tender except for adjustment in hiring rates due to change in Fuel Price.

13. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the bidders who resort to canvassing will be liable to rejection.

BHARAT HEAVY ELECTRICALS LIMITED
POWER SECTOR WESTERN REGION, NAGPUR
Chapter-I Terms & conditions

TENDERS FOR HIRING OF TAXIS ON REQUIREMENT BASIS

SCOPE OF WORK AND TERMS & CONDITIONS

A) Special Terms & Conditions:

Bharat Heavy Electricals Limited, Power Sector-Western Region, having its office at BHEL TOWNSHIP, GAYATRI NAGAR, GOTRI ROAD, VADODARA (G.J)-390021 requires to hire vehicles as and when necessary with the following terms and conditions:

01 Whenever there is a request for vehicle, same should be sent in the minimum possible duration. In any case, not later than 15 minutes before the departure.

02 Taxi can be called/required at any point of the time and the agency should have 24 hours service facility.

03 **Only registered taxi (Yellow number plate) in good running condition and latest model (NOT BEFORE JANUARY 2012 MODEL) should be deployed which should have valid registration and valid comprehensive Insurance cover.**

04 **Agency should own at least 03 Nos. cars either in the name of proprietor or in the name of the firm/ company, in the state of Gujarat and submit documentary proof along with their tender documents failing which the offer submitted will be rejected totally.**

05 Drivers should be neatly dressed and disciplined with valid driving license.

06 Driver should possess Mobile telephone at least with incoming facility during duty time.

07 BIDDER HAS TO DEPOSIT AN AMOUNT **OF RS.10,000/- TOWARDS E.M.D. BY D.D.**, IN FAVOUR OF "**Bharat Heavy Electricals Limited**" payable at Nagpur, along with the tender documents, failing which the offer submitted will be rejected totally. The EMD of unsuccessful bidder's will be refunded on award of contract.

08 **Successful bidder has to deposit an amount of Rs.10,000/- (Rupees Ten Thousand only) as Security Deposit. However, at the option of the successful bidder, 50% should be deposited before the start of the work and the balance 50% of the Security Deposit can be recovered in five equal monthly installments from the running bills of the vendor.** Also, bidder shall have the option to convert EMD to Security deposit.

09 Payment shall be released once in a month. All Bills should be supported along with the duty slips duly signed by the guest / user.

10. Parking, Toll Tax, Border Tax shall be paid at actual against submission of original bills along with the monthly bill.

11 Service Tax shall be paid as per government regulations. Bidder should have a valid Service Tax Registration as per service tax act & proof of the same has to be submitted along with the first monthly bill. Proof of remittances needs to be submitted subsequently.

12 Agency should enclose a list of vehicles owned by them by giving complete details regarding Make, Model, Regn. Number, Insurance particulars, etc. as per the enclosed format.

13 Agency should strictly follow all the Rules and Regulations of R.T.O.

14 Rates shall be valid & firm for a period of at least two years and shall be continued for a further period of one more year on mutually agreeable rates.

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15 BHEL General Terms & Conditions shall be applicable for this contract.

16 BHEL reserves the right to terminate the contract at any point of time without assigning any reasons whatsoever.

17 There shall be no deviation from the terms and conditions. Deviation, if any, shall be amounting to disqualification.

18 Copies of previous three financial years as mentioned in Pre Qualifying requirements to be submitted along with the tender documents.

19

(A)The weightage for the slab is as given below:

A. For Local Use

Payment will be for hours used x 10 kms. Or actual used whichever is more with minimum 5 hours duty / 50 kms. run

Examples: If vehicle is run for

3 hours and 40 kms. - Rate shall be for 5 hours / 50 kms.

4 hours and 65 kms. - Rate shall be for 65 kms.

7 hours and 55 kms. - Rate shall be for 7 hours / 70 kms. shall be paid

8 hours and 95 kms. - Rate shall be for 95 kms shall be paid.

B. For outstation use

Rate for minimum 200 kms/day shall be paid if the vehicle has run for less than 200 kms. in one day. One day means up to midnight 1200 hrs. Beyond 1200 hrs. (midnight) it shall be accounted as next/second day.

Out station rates should include the Night Halt Charges and no extra amount shall be payable.

C. Airport / Railway Station - Drop & Pickup

This will be within the city limits, irrespective of the distance. Flat rate is applicable.

(B) **Dead KM** distance is allowed for max distance up to 07 KMs for conveyance of vehicle from contractor's office/garage to BHEL TOWNSHIP at gayatri nagar, gotri road, Vadodara (GJ)-390021 and back from BHEL to contractor's office/garage. In case the reporting/release point is other than BHEL/TOWNSHIP, distance from travels to reporting/releasing point at actual KM & hours will be considered from the contractor's office/garage only.

20 The charges quoted in the tender shall be inclusive of all overhead charges like fuel, taxes, Comprehensive Insurance, Payment to staff, vehicle maintenance, overhead etc., but shall not include Service Tax.

21 All the rates should be quoted in figure and also in words in Price Bid price bid. Any overwriting / Correction should be attested by the Bidder. In case, the rate quoted in figures differ from those quoted in words, the lower of the rates will be taken as the tendered rate and shall be binding on the tenderer(s).

22 All the offers received will be scrutinized and only technically qualified offers will be considered for Price Bid opening. *Technically unqualified offers will be rejected.*

23 Evaluation Criteria of Bids for Price Bid

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Bidders are required to bid by quoting their Best rate in col. A (1) only, in price bid.

24 BHEL reserves the right to negotiate the rates with overall L-1 party. The final rates agreed with the L-1 party will be counter offered to L-2 party also, to have sufficient number of service providers if required.

25 BHEL reserves the right to accept or reject any bid / all bids or cancel, withdraw the invitation for bid without assigning any reason, whatsoever and in such case no Tour & Taxi Operators / Travel Agencies shall have any claim arising out of such action by BHEL.

26 If any Bidder fails to deploy the vehicle after issuance of the Work Order in his favour, BHEL may forfeit the earnest money so deposited by him, terminate the contract and also initiate action to blacklist / ban future business dealings with such party.

27 All tenders shall remain valid for acceptance for a minimum period of 90 (ninety) days from date of Technical Bid opening.

28 The name, full address and phone numbers of the Tour & Taxi Operators/Travel Agencies should be furnished at appropriate places in the tender documents. In case of a partnership firm, the name and address of all the partners with a certified copy of the partnership deed shall be furnished along with the tender. All partners have to sign the tender documents unless the power of attorney has been given to any partner. In such case, copy of the power of attorney duly attested by a Gazetted officer must be attached with the tender. In case of Limited Companies, duly authorized representative shall only sign the bid and in case of proprietorship, proprietor shall himself sign the bid document, for proper validation.

29 The taxis supplied should not be owned by BHEL Employees and their dependants.

Payment to the Contractor

i) Payment to be made to the contractor on the basis of actual work carried out.

ii) The parking charges, toll tax, barrier tax, state border entry tax etc., during BHEL duty, will be paid extra by BHEL on actual against documentary proof.

iii) Bills shall be submitted by the contractor along with a consolidated vehicle wise statement, on monthly basis. Payment to the contractor will be made within 30 days from the date of submission of bills. All payments will be made through Electronic Fund Transfer (EFT) only.

iv) The total hiring charges payable will be rounded off to the nearest full rupee value. Income tax shall be deducted at source as applicable under relevant Act / Law.

PRICE VARIATION (PVC): The rates finalized will be firm during the contract period. However, in case of *change in fuel prices*, a change in the rate will be allowed in the following pattern subject to documentary evidence regarding such change. **The fuel price (regular diesel) prevailing at Vadodara on the date of L.O.I issued will be the base price for PVC clause. The quoted rate shall be reviewed for increase/decrease, based on the diesel rate once in every quarter after the completion of 03 months from the previous review For Example: - If work starts from 1st August'16 then price shall be reviewed on 1st November'16, 1st Feb.-17 & 1st May-17 & so on and shall come into effect from the date of review.**

Price variation clause will be applicable only when there is increase/decrease in fuel price (regular diesel) per Litre to the tune of one rupee or more compared to previously considered rate. Price variation will be calculated as follows:-

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**% Increase/Decrease= (Revised Rate of Diesel - Base Rate of Diesel
On the date of NIT submission) X 0.60 X 100**

Base Rate of Diesel on the date of NIT submission

Contractual and legal obligations of the contractor:

1. General

BHEL has the privity of the contract with the contractor only and will give instructions to the contractor or his authorized representatives. BHEL will have nothing to do or be concerned with the employment of employees working for the contractor. The relationship between BHEL and the contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or an employer-employee relationship.

2. Towards selection, control and supervision of taxi drivers/help desk.

i) Contractor has to ensure that the taxi drivers are physically and mentally fit and do not have any criminal record. Such drivers should possess valid driving license and experience. The drivers should be able to communicate in Hindi / English. The drivers of taxis for local trips should have good road knowledge of Nagpur and surrounding areas. The taxi drivers for outstation trips should have road knowledge of Maharashtra & its Outskirt states.

ii) The drivers shall be provided with mobile phone for communication at least having incoming facility.

iii) The contractor should ensure to engage the vehicles, with only such drivers who have minimum 2 years' experience in driving similar vehicles with valid and subsisting driving license. The contractor should also instruct and ensure that the drivers follow the following genuine ethics.

a) To keep the vehicle neat and clean daily / timely before reporting to the duty.

b) To allow the passengers to get inside the vehicle and later only he should enter into car.

c) To open and close doors for all passengers/customers while boarding and alighting the vehicle.

d) Strictly not to smoke / be drunk while on duty.

e) Strictly not to use mobile phone while driving the vehicle.

iv) Contractor will be responsible for the good conduct of his drivers. In case of any misconduct/misbehaviour by any of his taxi drivers on duty, the contractor will replace such drivers immediately.

v) Contractor will keep watch on his taxi drivers and he will be liable for any pilferage / loss to BHEL due to acts of omission by his taxi drivers. Similarly, liability for any compensation to outsiders on account of any act of omission by the drivers deployed by the contractor shall lie exclusively with the contractor.

vi) The contractor shall be fully responsible for enforcing all safety and other regulations as applicable under Motor Vehicles Act, 1988 and Rules framed there under as in force from time to time.

vii) The contractor has to ensure that taxi drivers wear a distinct uniform. The uniform shall be kept in neat and tidy condition.

viii) Contractor has to ensure that all precautions are taken for safety of his drivers and vehicles.

ix) The Contractor should see that his drivers keep reasonable money to meet contingency expenditure while travelling local/outstation.

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- x) The contractor shall have a nominated help desk supervisor with mobile phone for effective coordination/communication with BHEL for taxi requirement. The help desk supervisor shall receive vehicle bookings from BHEL-BRD through e-Mail/Phone etc., and provide vehicles. . He shall coordinate and ensure the following.
- a) Receive/collect the instruction from BHEL concerned department/person in charge and provide the required vehicles and ensure that taxi drivers get the duty slip duly filled (KMs/Time/Places visited/Users signature) by users of vehicles.
- b) To inform the details of vehicles arranged (such as vehicle registration number, type of vehicle, drivers name and drivers mobile number) to the users through SMS/phone/e-Mail etc.
- c) To collect the duly filled in duty slips from taxi drivers and hand it over to BHEL for further processing of the bills.
- d) To clarify on trip sheet details when sought by users.
- e) To submit bills in time on monthly basis.

3. Towards statutory liability

- i) The taxis should have compliance with all the provisions of **Motor Vehicle Act-1988** and rules framed there under as in force from time to time, and fit for hire.
- ii) The liability for any compensation on account of injury sustained by a taxi driver/employee of the contractor will be exclusively that of the contractor.
- iii) Route permit / National permit / Clearance from RTO or any other authority concerned and compliance of any other legal formalities connected with the contract have to be arranged by the contractor at his cost. BHEL doesn't take responsibility in this regard.
- iv) The contractor will ensure that all vehicles deployed under this contract agreement, are covered by respective **COMPREHENSIVE INSURANCE POLICIES**. Under no circumstance shall BHEL be liable to compensate for any loss or damage that may be caused to / by the vehicles while engaged in discharging of the contractor's obligations under this contract.
- v) The contractor shall at his own expenses reinstate and make good to the satisfaction of BHEL management and pay compensation for any injury to any person, loss or damage occurred to any property or rights whatever including property and rights of BHEL or its agents, servants or employee of BHEL, the injury loss or damage arising out of or in connection with or during the execution or performed execution of the contract and further the contractor shall indemnify the BHEL against all claims enforceable against BHEL or any agent, servant or employee of BHEL in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or any other labour legislations or laws/regulation/rules and notification as may be applicable.

4. Towards supply of vehicles & Trip sheets

- i) Contractor shall provide well maintained and road worthy vehicles in good condition only, duly substantiated with valid '**FITNESS CERTIFICATE ISSUED BY RTO**' so as to give trouble free service. The vehicles provided will be inspected by BHEL representative or by any other person authorized in this regard and if the vehicles are not found in road worthy condition, the same will be sent back on the condition that replacement should be given within reasonable time.
- ii) This contract will be in operation on 24 x 7 hours basis throughout the year and the contractor or his nominated Helpdesk supervisor shall be available on call during entire period of this contract for rendering services as agreed.

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iii) Contractor shall be responsible for the safe, comfortable and timely transport of the passengers/baggage. He shall only be fully responsible for any mishap (i.e. fire or accident, etc.) en-route.

iv) The Contractor shall supply the demanded number of vehicles within two hours of call, and in case of his failure for 3 occasions during the period of contract, he will be deemed to have defaulted in the performance of the contract and in such an event BHEL may terminate the contract forthwith without any intimation in this regard. BHEL reserves the right to engage any other vehicle at the cost and expenses of the contractor.

v) The Bidder should be in a position to supply taxis within 1 hour of booking in urgent/emergency cases.

vi) The Contractor shall ensure to keep the taxi in full readiness for the entire day's operation in respect of fuel availability and willingness of the drivers to drive the vehicle.

vii) The contractor shall replace the taxi in case of a breakdown while in operation within 30 minutes from the time of breakdown and the bill to be prepared should be for one vehicle only. No detention charges will be paid for breakdown. The log/trip sheets shall mention about the breakdown.

viii) The Contractor is responsible for his drivers to get all the columns in the duty slips filled and signed by the user.

ix) The Contractor agrees that timely supply of taxis is the essence of this contract. The taxis will be utilized for VIPs, Customers and Senior Executives etc., who are to be treated well. The taxis should report to the required points as directed by Concerned Section of BHEL-BRD within one hour from the time of their request in the case of urgent/emergency and well in time in the case of prior bookings.

x) The Contractor must ensure that the vehicles are furnished with following:

a) The relevant documents like RC Book, driving license of the driver, comprehensive insurance policy, permit and emission test certificate etc.

b) A first aid kit with all necessary medicines and allied items should be kept in the vehicle as per the MV Rules and the same shall be subject to inspection by concerned.

c) The vehicles should be provided with Audio/FM facility.

d) The cars should be provided with additional emergency accessories like Stepney, standard toolkit, spare bulb, fuses, fan belt, foot mats and hose pipe etc.

D. Rights and obligations of BHEL

i) In case the vehicle indented is not used by BHEL due to unavoidable circumstances payment will be made for minimum utilization of vehicles i.e. 5 hours x 50 KMs.

ii) The contractor shall not sub-let any portion of the contract.

iii) BHEL also reserves the right to separately deal with any other taxi / vehicle providers during emergency circumstances or for use by VIPs and other dignitaries.

iv) In case of loss of original trip sheet, BHEL reserves the right not to entertain the claim.

v) For administrative reasons, BHEL reserves the right to foreclose the contract at its discretion, at any point of time without assigning any reasons thereof.

vi) In case the contractor does not carry out the contractual obligations or the services rendered by him are found to be unsatisfactory, BHEL shall bring same to his notice and he will be obliged to discharge the obligations and rectify the deficiency / anomaly within specified time failing which BHEL reserves the right to impose the specified penalty.

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vii) Notwithstanding the above and other rights of BHEL to deduct Security Deposit, other bills, and take any further action under the contract; the contract may be terminated at any time without any notice and without any liability to pay any compensation whatsoever to the contractor, in case of misbehaviour, disobedience, dishonesty, clandestine insolvency, any court order, non- sanction of road permit or any other related activities on the part of contractor or his drivers/employees deputed under the contract or in case of the failure of the contractor to fulfil the terms and conditions of the contract.

E. PENALTIES:

Notwithstanding other rights of BHEL under the contract;

i) BHEL will levy a penalty of Rs.500/- per vehicle per instance on the Contractor if it is found during surprise checking by indenter / transport authorities / any other authorized personnel of BHEL that the odometer of the vehicles supplied is tampered.

ii) BHEL will levy a penalty of Rs.500/- in each such instance wherein the drivers engaged by the Contractor, if found in drunken condition / misbehaving while on duty and in such case the Contractor shall replace the driver with immediate effect.

iii) BHEL will levy a penalty of Rs.500/- per vehicle in each such instance wherein the drivers engaged by the Contractor, if found or reported by public / customers / executives/anyone travelling in the vehicle, to be not following traffic rules, over speeding or rash driving.

iv) BHEL will levy a penalty of Rs.500/- per vehicle in each such instance wherein the Contractor defaults in ensuring the vehicles booked are sent punctually to the designated place and at the stipulated time. The decision of BHEL is final and binding on the Contractor in regard to such default.

v) BHEL will levy a penalty of Rs.500/- per vehicle in each such instance wherein the Contractor defaults in ensuring the vehicles supplied are usable and filled with sufficient fuel.

vi) BHEL will levy a penalty of Rs.250/- per vehicle in each such occasion wherein the Contractor defaults in ensuring the drivers of the vehicle carrying reasonable money to pay parking/toll charges etc with them during local trips. BHEL in such instances occurring during outstation trips may not pay the trip bill entirely.

vii) BHEL will levy a penalty of Rs.100/- per vehicle in each such occasion wherein the Contractor defaults in ensuring the drivers of the vehicle in carrying and displaying placard at railway station / airport / bus station.

viii) BHEL will levy a penalty of Rs.100/- per vehicle in each such occasion wherein the Contractor defaults in ensuring the drivers of the vehicle in carrying /having mobile phone with at least incoming call facility.

The levy of the penalty as above may be at the discretion of BHEL and it could be levied for many instances together and if it is found that the contractor has defaulted more than 3 occasions during the tenure of the contract BHEL may at its discretion terminate the contract and forfeit Security Deposit.

The decision of the BHEL regarding interpretation of any terms and conditions set forth in this Tender Document shall be final and binding on the bidder/ contractor.

F. Duration of the contract:

The duration of the contract shall be 24 Months from the date of award of work.

G. Arbitration

Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives, at any time, in connection with construction, meaning, operation, effect, interpretation or out of the NIT, contract or

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breach thereof, the same shall be referred to Arbitration of a Sole Arbitrator appointed by BHEL, from BHEL panel of Arbitrators.

Subject to as aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment in lieu thereof and the rules made there under shall apply to the arbitration proceedings under this clause. The award shall be a speaking and reasoned one and shall be final and binding on the parties. The venue of arbitration in all cases shall be at Nagpur..

In case, there are different wordings/expressions of a same/identical clause at different places of this Tender Document, a stricter meaning of such clause which is in favour of BHEL will apply and binding on the bidder/Contractor.

H. Earnest Money Deposit (EMD):

1. A sum of Rs. 10000/- (Rupees Ten Thousand only) shall be deposited as Earnest Money Deposit along with the tender (Technical Bid only), payable in the form of Crossed Demand Draft in favour of BHEL payable at Nagpur. DD for EMD should not be enclosed along with price bid.

The DD should be enclosed with Technical bid only. The Tenders without EMD are liable to be rejected.

2. EMD by the tenderer will be forfeited if;

i) After opening the tender, the tenderer revokes his tender within the validity period or increases his earlier quoted rates.

ii) The tenderer does not commence the work within the period as per LOI / Contract.

3. Earnest money deposit will be refunded to unsuccessful Tour & Taxi Operators / Travel Agencies after acceptance of award of work by the successful tenderers.

4. Earnest money Deposit shall not carry any interest.

5. EMD will be adjusted against Security Deposit in case of Successful Tenderers.

I. Security Deposit:

1. Security amount for this contract is a fixed sum of Rs.10,000/- (Rupees Ten Thousand Only)

2. Security deposit may be furnished in any one of the following forms

i) Cash (as permissible under the Income Tax Act)

ii) Pay Order, Demand Draft in favour of BHEL

iii) Local Cheques of scheduled banks, subject to realization.

iv) Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back)

v) Bank Guarantee from scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.

vi) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.

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vii) Security Deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of Security Deposit should be deposited before start of the work and the balance 50% may be recovered from the running bills.

viii) EMD of the successful tenderer shall be converted and adjusted against the security deposit.

ix) The Security deposit shall not carry any interest.

NOTE: Acceptance of Security Deposit against Sl. No. (iv) and (vi) above will subject to hypothecation or endorsement on the document in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.

3. Security Deposit will be refunded to the contractor after completion of the contract period subject to satisfactory completion of work and compliances to statutory obligations as per this NIT.

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Annexure-A

Details of the various types of vehicles under the disposal of the bidder for deployment as Taxis (Xerox copy of RC books to be enclosed). In case the space provided is not sufficient, the bidders may use additional sheets for furnishing complete information.

Details of vehicles of which the manufacturing year later to December -2011 only need to be mentioned.

S.N o.	Type of vehicle	Regn. No.	Year of Regn.	Whether registered as taxi (Yes/No)	Fitness Certificate (Available or not)	Comprehen sive Insurance Validity date
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

Note: Use additional sheet if required

Chapter-II Taxes & duties

2.0 TAXES, DUTIES, LEVIES (Consolidated Rev 07 dated 14/06/2016)

2.1 For All types of works excepting works covered under sl no 2.2

2.1.1

The contractor shall pay all (save the specific exclusions as enumerated in this contract) taxes, fees, license charges, deposits, duties, tools, royalty, commissions or other charges which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract. In case BHEL is forced to pay any of such taxes, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit.

However, provisions regarding Service Tax, Swachh Bharat Cess, Krishi Kalyan Cess and Value Added Tax (VAT) on output services and goods shall be as per following clauses.

2.1.2 Service Tax ,Swachh Bharat Cess & Krishi Kalyan Cess on Services:

Contractor's price/rates shall be exclusive of Service Tax, Swachh Bharat Cess and Krishi Kalyan Cess on Services. In case, it becomes mandatory for the contractor under provisions of relevant act/law to collect the Service Tax , Swachh Bharat Cess & Krishi Kalyan Cess from BHEL and pay the same to the concerned tax authorities, such applicable amount will be paid by BHEL at the prevailing Service Tax Rate against submission of documentary evidence presently Service Tax 14%, Swachh Bharat Cess 0.5% & Krishi Kalyan Cess 0.5% on the admitted Service value is applicable.

Contractor shall submit to BHEL documentary evidence of Service Tax registration certificate specifying name of services covered under this contract. Contractor shall submit serially numbered Tax Invoice, signed by him or a person authorized by him in respect of taxable service provided, and shall contain the following, namely,

- 1. The name, address and the registration number of the contractor,**
- 2. The name and address of the party receiving taxable service,**
- 3. Description and value of taxable service provided and,**
- 4. The service tax ,Swachh Bharat Cess & Krishi Kalyan Cess payable thereon.**

All the Four conditions shall be fulfilled in the invoice before release of service tax, Swachh Bharat Cess & Krishi Kalyan Cess.

Wherever, more than one route/option are available for discharge of service tax including Swachh Bharat Cess & Krishi Kalyan Cess liability under a particular service, (e.g. "works contract Service"), contractor shall obtain prior written consent from BHEL site before billing the amount towards Service Tax including Swachh Bharat Cess & Krishi Kalyan Cess.

Note:-As per CENVAT credit Rules,Cenvat credit of service tax/ Krishi Kalyan Cess can be availed by service receiver within one year from the date of invoice. If BHEL is deprived off the benefit of Cenvat credit due to reason(s) attributable

Chapter-II Taxes & duties

to sub-contractor then service tax/ Krishi Kalyan Cess shall not be reimbursed to subcontractor.

2.1.3 VAT (Sales Tax /WCT)

As regards Value Added Tax (VAT)/CST on transfer of property in goods involved in Works Contract (previously known as Works Contract Tax) applicable as per local laws, the price quoted by the contractor shall be inclusive of the same and in no case input or output VAT/CST will be reimbursed extra.

In any case the Contractor shall register himself with the respective Sales Tax authorities of the state and submit proof of such registration to BHEL along with the first RA bill. Contractor will submit all the details of VAT/CST paid for the contract in the prescribed format of the respective state VAT laws. Also, the contractor will issue the tax Invoices to BHEL as per the Tax laws of respective state on monthly basis. Contractor shall also be required to furnish to BHEL necessary proof of VAT remittance on monthly basis.

Deduction of tax at source shall be made as per the provisions of law and is to be construed as an advance tax paid by the contractor and no reimbursement thereof will be made.

Further, if BHEL, at the instance of customer or otherwise adopts the specific route for discharging output VAT liability itself, benefit of the reduction in liability of the contractor will be passed on to BHEL.

In case, BHEL is forced to pay any VAT liability on behalf of contractor, the same will be recovered from contractor's bill or otherwise as deemed fit

2.2 'Enabling Works'

The contractor shall pay all (save the specific exclusions as enumerated in this contract) taxes, fees, license charges, deposits, duties, tools, royalty, commissions or other charges which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract. In case BHEL is forced to pay any of such taxes, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit. **(i.e. rates quoted by bidder shall be inclusive of Service Tax, Swachha Bharat Cess & Krishi Kalyan Cess VAT/WCT and all other taxes and duties including new levies/taxes/duty if any)**

However, Since the proposed work is in the nature of 'Works Contract service' as per Service tax law, Hence, For non-corporate contractors being Individual, HUF, Proprietary Firm, Partnership Firm or Association of Persons (AOP), BHEL shall recover the applicable Service Tax under reverse charge mechanism from the contractor and remit the same with the Government as per the provisions of Law. Necessary advice/confirmation of remittance shall be issued to the contractor. The contractor shall not be eligible for any refund/reimbursement of such service tax from BHEL. It shall be the responsibility of the contractor to submit proper invoice giving all the requisite details as per Service Tax Law for the determination of the service tax liability of BHEL under reverse charge mechanism. BHEL reserves the right to determine such liability based on the invoice submitted by the contractor or otherwise independently and remittance of the same with the Government.

Chapter-II Taxes & duties

2.3 New Taxes/Levies - For All types of works excepting works covered under sl no 2.2

In case the Government imposes any new levy/tax on the output service/ goods/work after award of the contract, the same shall be reimbursed by BHEL at actual.

In case any new tax/levy/duty etc. becomes applicable after the date of Bidder's offer, the Bidder/Contractor must convey its impact on his price duly substantiated by documentary evidence in support of the same **before opening of Price Bid**. Claim for any such impact after opening the Price Bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.

No reimbursement/recovery on account of increase/reduction in the rate of taxes, levies, duties etc. on input goods/services/work shall be made. Such impact shall be taken care of by the Price Variation/Adjustment Clause (PVC) if any. In case PVC is not applicable for the contract, Bidder has to make his own assessment of the impact of future variation if any, in rates of taxes/duties/ levies etc. in his price bid.

2.4 BOCW Cess - For All types of works excepting works covered under sl no 2.2

The quoted rates shall be exclusive of the BOCW Cess which, if applicable, shall be paid extra by BHEL against Documentary evidence. However, the applicability of the BOCW Cess shall be got confirmed from BHEL in writing, before remitting such Cess/tax.

2.5 GST: For All types of works excepting works covered under sl no 2.2

As and when GST becomes applicable to this contract, the net differential (negative or positive) financial liability of the bidder to the Authorities (as compared to such liability prior to applicability of GST), if any, shall be to the account of BHEL. For this purpose, all available options under the GST shall be explored, and the decision of BHEL in this regard shall be final and binding on the bidder.

Chapter- III Forms

OFFER FORWARDING LETTER / TENDER SUBMISSION LETTER

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

Offer Reference No:.....

Date:.....

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub : Submission of Offer against Tender Specification No:

I/We hereby offer to carry out the work detailed in the Tender Specification issued by Bharat Heavy Electricals Limited, Power Sector-....., in accordance with the terms and conditions thereof.

I/We have carefully perused the following listed documents connected with the above work and agree to abide by the same.

1. Amendments/Clarifications/Corrigenda/Errata/etc issued in respect of the Tender documents by BHEL
2. Notice Inviting Tender (NIT)
3. Price Bid
4. Technical Conditions of Contract
5. Special Conditions of Contract
6. General Conditions of Contract
7. Forms and Procedures

Should our Offer be accepted by BHEL for Award, I/we further agree to furnish 'Security Deposit' for the work as provided for in the Tender Conditions within the stipulated time as may be indicated by BHEL.

I/We further agree to execute all the works referred to in the said Tender documents upon the terms and conditions contained or referred to therein and as detailed in the appendices annexed thereto.

I/We have deposited/depositing herewith the requisite Earnest Money Deposit (EMD) as per details furnished in the Check List.

Authorised Representative of Bidder

Signature:

Name :

Address :

Place:

Date

Chapter- III Forms

NO DEVIATION CERTIFICATE

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub : **No Deviation Certificate**

Ref : 1) NIT/Tender Specification No:,

2) All other pertinent issues till date

We hereby confirm that we have not changed/ modified/materially altered any of the tender documents as downloaded from the website/ issued by BHEL and in case of such observance at any stage, it shall be treated as null and void.

We also hereby confirm that we have neither set any Terms and Conditions and nor have we taken any deviation from the Tender conditions together with other references applicable for the above referred NIT/Tender Specification.

We further confirm our unqualified acceptance to all Terms and Conditions, unqualified compliance to Tender Conditions, Integrity Pact (if applicable) and acceptance to Reverse Auctioning process.

We confirm to have submitted offer in accordance with tender instructions and as per aforesaid references.

Thanking you,

Yours faithfully,

(Signature, date & seal of authorized
representative of the bidder)

Chapter- III Forms

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

DECLARATION CERTIFICATE

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

**Signature and Seal of the
Bidder**

Chapter- III Forms

DECLARATION FOR RELATION IN BHEL

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

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub : **Declaration for relation in BHEL**

Ref : 1) NIT/Tender Specification No:

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

Tick(✓) any one as applicable:

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

OR

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

(i)

(ii)

Signature of the Authorised Signatory

Note:

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

Chapter- III Forms

BANK ACCOUNT DETAILS FOR E-PAYMENT

(To be given on Letter head of the Company /Firm of Bidder, and **ENDORSED (SIGNED & STAMPED)**
BY THE BANK to enable BHEL release payments through Electronic Fund Transfer (EFT/RTGS))

1. Beneficiary Name :
2. Beneficiary Account No. :
3. Bank Name & Branch :
4. City/Place :
5. 9 digit MICR Code of Bank Branch :
6. IFSC Code of Bank Branch :
7. Beneficiary E-mail ID :
(for payment confirmation)

NOTE: In case Bank endorsed certificate regarding above has already been submitted earlier, Kindly submit photocopy of the same

Signature of the Authorised Signatory

Chapter- III Forms

DECLARATION BY AUTHORISED SIGNATORY OF BIDDER

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub : **Declaration by Authorised Signatory**

Ref : 1) NIT/Tender Specification No:,

2) All other pertinent issues till date

I/We, hereby certify that all the information and data furnished by me with regard to the above Tender Specification are true and complete to the best of my knowledge. I have gone through the specifications, conditions, stipulations and all other pertinent issues till date, and agree to comply with the requirements and Intent of the specification.

I further certify that I am authorised to represent on behalf of my Company/Firm for the above mentioned tender and a valid Power of Attorney to this effect is also enclosed.

Yours faithfully,

(Signature, Date & Seal of Authorized
Signatory of the Bidder)

Date:

Enclosed: Power of Attorney

Chapter- III Forms

POWER OF ATTORNEY for SUBMISSION OF TENDER/SIGNING CONTRACT AGREEMENT
(To be typed on non judicial Stamp Papers of appropriate value as applicable and Notarised)

KNOW ALL MEN BY THESE PRESENTS, that I/We do hereby make, nominate, constitute and appoint Mr , whose signature given below herewith to be true and lawful Attorney of M/s..... hereinafter called 'Company', for submitting Tender/entering into Contract and inter alia, sign, execute all papers and to do necessary lawful acts on behalf of Company with M/s Bharat Heavy Electricals Ltd, Power Sector _____ Region, _____, in _____ connection with _____
.....
.....
... vide Tender Specification No : _____, dated _____.

And the Company do hereby agree to ratify and confirm all acts, deeds, things or proceedings as may be lawfully done by the said attorney and by or on behalf of the company and in the name of the company, by virtue of the powers conferred herein and the same shall be binding on the company and shall have full force and effect.

IN WITNESS WHEREOF the common seal of the company has been hereunto affixed in the manner hereinafter appearing on the document.

Dated at _____, this _____ day of _____

Director/CMD/Partner/Proprietor

Signature of Mr.....(Attorney)

Attested by: Director/CMD/Partner/Proprietor

Witness

Notary Public