Bharat Heavy Electricals Ltd.

Industrial Systems Group
Bangalore – 560 012.

COVERING SHEET

Enquiry No.: 88/15/TAXI/ 7016/ RMA **Date: 17.12.2015**

Date of Press Publication: 17.12.2015

Subject : Hiring of Taxis (TATA Indica and other Cars - Diesel Run) on Monthly and Hourly Rate Contract Basis.

Customer : BHEL – ISG, Bengaluru.

Tender Enquiry Ref.: 88/15/ TAXI / 7016/ RMA

Please submit your lowest quotation in two parts subject to our Terms & Conditions for the tender referred above. The following documents can be downloaded from Websites**:** **www.bhelisg.com or www.bhel.com or http://tenders.gov.in or www.eprocure.gov.in**

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Senior Manager
Steel & Common MM Dept.

For Clarifications :

Technical :- HRM Dept.: Mr. H V Muralidhara Murthy- Ph.:080-22184100 (hvmm@bhelisg.com)

Commercial:– Purchase Dept.:Mrs. Regina Mary A – Ph.: 080-22184528 (rma@bhelisg.com)

(rma@bhelisg.com)

Tender: 88/15/7016/TAXI/RMA

Dated :17th December 2015

Rate Contract for Hiring of TATA Indica AC Cars / Other Cars / Diesel Run on Rental Basis

for

MONTHLY and HOURLY BASIS

PART-A:
TECHNO-COMMERCIAL BID

Due date/time: 31.12.2015 at 02:00 PM

Technical Bid Opening date/time: 31.12.2015 at 03:00 PM

This Tender document contains **: 34 Pages**

SIGN	**Sd-**	**SIGN**	**Sd-**
NAME:	H K Srinivas	**NAME:**	HV Muralidhara Murthy
Desgn.	Sr. Admn. Officer	**Desgn.**	D G M (HR)
PREPARED BY		**APPROVED BY**	

NOTICE INVITING TENDER

Sealed bids are invited from reputed transport contractors for providing cars on monthly and hourly hiring basis as follows:

Sl. No	Work Description	Tender Enquiry Ref No. / Date	EMD (in Rs.)
01	**Technical Description:** **I.** Tata Indica AC Taxi, diesel run on Monthly contract basis – 3 Nos [The Cars should be 2011 or later model] **II.** Hiring Taxies on hourly basis for local use **II.** Details of the various types of vehicles under the disposal of the bidder for deployment as Taxies	88/15/7016/TAXI/RMA Dated: 17.12.2015	Rs.1,00,000/- (Rupees One Lakh Only)

i) Duration of contract : **02 (TWO) years from the date of award of contract.**

ii) Earnest Money Deposit : **Rs.1,000,00/- (Rupees One Lakh Only)**

iii) Last date and time for submission of tender documents : **By 02.00 PM on 31.12.2015**

iv) Date of opening of Tender (Part-A): **At 3.00 PM on 31.12.2015**

Note:

1. EMD is to be paid in cash (as permissible under Income Tax Act) or Pay order or Demand Draft only.
2. Contract will be governed by all statutory requirements amended from time to time & General terms & conditions of the contract of BHEL.
3. BHEL reserves the right to reject any or all the tenders without assigning reasons thereof. Decision of BHEL in this regard shall be final & binding to all parties.
4. Place of submission of Completed tender : Tender Box kept in the reception area at:

   BHEL - Industrial System Group, Prof. CNR Rao Circle,

   IISc. Post, Malleswaram, Bangalore – 560 012.

Note: The bidder shall return the duly filled - in the complete Tender Documents after affixing signature /seal on all pages.

INSTRUCTIONS TO BIDDERS:

1. Tender documents to be downloaded from BHEL Tender websites.

2. Bidders are required to go through instructions carefully and complete all the formalities as required. Clarifications if any may please be obtained by visiting the office of Sr.Manager/Steel & Common MM, BHEL-ISG, on any working day between 13.30 Hrs (1.30 PM) to 16.30 Hrs(4.30 PM) or visiting BHEL Website:

   www.bhelisg.com or www.bhel.com or www://tenders.gov.in or www.eprocure.gov.in

3. Tender is a **two-part bid system**. The tender documents consists of **Annexure – I to IV as detailed below:**

   Annexure-I : Techno-commercial Bid consists of : Earnest Money Deposit (EMD), the tender document copy duly signed by the bidder on all the pages, filled in format Annexure – I (Format for providing Information pertaining to Techno-Commercial Bid) and copies of the documents to be submitted by bidders along with the bid.

   Price Bids to be filled in as per Tender conditions in the formats given in Annexure – II & III (i.e., Hiring taxis on monthly basis & Hourly Basis for local use), respectively.

4. **Annexure-I must be duly completed and sealed along with the undertaking in a separate envelope superscribed "Tender Enquiry No. 88/15/7016/TAXI/RMA dated: 17.12.2015 Annexure-I - Techno-commercial Bid".** The bidder shall not indicate the price or rate in the Techno-commercial bid.

5. **Annexure-II & III must be duly completed with reference to the tender conditions and put in a separate sealed envelope super scribed "Tender Enquiry No. 88/15/7016/TAXI/RMA, Annexure-II & III - Price Bid".**

6. **Tender documents consisting of Annexure-I & II to III** duly sealed in two separate envelopes respectively should be put in another envelope and sealed and the same should be deposited with the above superscription on the envelope in the - Tender Box kept at Reception office of BHEL-, IISc., Post, Bangalore – 560012 so as to **reach on or before 14.00 hours(2.00PM) on 31.12.2015. Annexure-I of tender form i.e. Techno-commercial Bid will be opened on 31.12.2015 at 15.00 hours (3.00 PM) on the same day** in the presence of the bidders or their representatives, who are present during tender opening. Bidders who qualify in the Techno-commercial Bid will be intimated to attend the tender opening of **Price Bid (Annexure-II to III)** at a date to be notified separately. Price Bid will be opened at the specified date in the presence of the bidders or their representative who are notified to attend the tender opening who are present. The tender documents may also be sent either by registered post/ Speed Post / Courier so as to reach us on or before the said date and time. However, BHEL is not responsible for delay in receipt of tender sent through these modes. Bidder should note that no later tender will be accepted under any circumstances.

7. The Techno commercial Bid **(Annexure-I)** and general terms and conditions shall form part of Techno-commercial offer. Each page should be duly signed and submitted by the bidders as a token of acceptance all stipulations/terms & conditions.

8. **The price Bid (Annexure-II & III)** should not carry any conditions. Price / rate should be quoted in clear terms in the format given by BHEL. Price bid will be opened only in respect of those bidders who are qualified in Techno-Commercial Bid.

9. The bidder shall accept all the terms and conditions of the tender.

10. The tender forms both **Techno commercial Bid** and **Price Bid** duly filled in all respects shall be signed on each page by the bidder. Any alteration, erasure or over-writing will render the tender invalid. Alteration neatly carried out and duly attested over with the full signature of the bidder however is permitted.

11. Name of the bidder should be written or the contractors seal to be put on the sealed envelope.

12. Before making the offer the bidders are advised to carefully go through the terms and conditions, which form part of the agreement.

13. All entries in the tender document should be in one Ink. Corrections, over writing, cuttings etc. are not permitted. All the columns in the tender form should be filled without leaving any column blank in any page of the tender. In case any of the columns are left blank, the tender is liable for rejection.

14. For any further details required, tender issuing officer viz., Sr. Manager/ Common MM of BHEL/ISG, Bangalore may be contacted in person or through **TELEPHONE NOS. 080-22184528, 080-22184141 or through email: rma@bhelisg.com. or vjc@bhelisg.com**

15. BHEL reserves the right to assess the capacity and capability of the parties for pre-qualification. The company also reserves the right to accept or reject any or all the tenders or any part thereof at any stage of process after assigning due reasons whatsoever. Offer of any Bidder, if prima-facie found not comparable with the quantum of work envisaged and the bid is an effort to be L1, then such offer[s] is/ are liable to be rejected. BHEL's decision in this regard shall be final and binding.

16. **PRICE BID** - The bidders are required to submit their quotation for all the items listed in **Annexure-II & III** in the price bid format given along with the tender documents. The price should be quoted for each item after careful study of the actual job requirement so that, in case the contract awarded, contractor should not express any difficulties in execution of the contract.

17. The rates quoted shall be complete inclusive of the fuel charges for the vehicle, wages for the driver, maintenance charges for the vehicle, taxes, comprehensive insurance for the vehicle and the passengers and other expenses. The service tax shall be excluded from the rates, which will be governed as per the directives of the Statutory Authorities.

18. The bidders should note that the Income Tax as applicable will be deducted from the bills of contractor.

19. **VALIDITY OF RATES** - The rates quoted should be valid for **90 days** initially from the date of price bid opening.

20. BHEL reserves the right to split the order or award the contract to one or more contractors simultaneously as deemed fit at its discretion.

21. BHEL also reserve the right to order separately or delete from the scope of contract of any rates/quotation as at **Annexure – II & III.**

22. In the event of furnishing false information / incomplete information, the offer(s) are liable for rejection /shall be rejected.

23. BHEL reserves the right to reject any bid, which is technically unacceptable and unworkable. Further, BHEL also reserves the right to reject any or all bids without assigning reasons thereof.

24. BHEL reserves the right to cancel the contract during the initial contract period or extended period, if any, thereon without assigning any reasons thereon **with a notice period of one month.**

25. **Successful bidders shall enter into an agreement on stamp paper of Rs.200/= as a token of having accepted the rates, terms and conditions of the contract as per the pro-forma given by BHEL.**

26. Any written communication required to be sent to the contractor in writing shall be sent at the address mentioned on the tender form or to any other address subsequently intimated by contractor in writing to BHEL ISG for the contract purposes.

27. Information with respect to Techno-commercial bid and Price Bid are to be submitted in the prescribed formats given in the **Annexure-I to Annexure-III,** respectively.

28. 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 Techno-commercial bid & Price bid should be clearly written in ink or typed and corrections if any are to be duly authenticated by the bidder.

29. BHEL shall not be responsible for any acts and omissions of the staff of bidders and liabilities arising out of the acts and omissions as such will be borne by the bidders.

A. SCOPE OF WORK:

1. BHEL, Industrial Systems Group intends to hire the following vehicles**(Diesel Run)**:

Sl. No.	Type of Taxi	Quantity	Remarks
1	Tata Indica Cars, Diesel run, AC Taxi on monthly contract basis [should be 2011 Model onwards or later]	3 [Three] Numbers	Monthly basis **(Annexure – II)**
2	Hiring Taxies on hourly basis for local use (Tata Indica AC or similar cars) [should be 2011 Model onwards or later]	As per Requirement	Daily basis for Local trips **(Annexure – III)**

2. The requirement of number of cars may increase or decrease during the validity of the contract and contractor shall accordingly provide the vehicles at the same rates and terms & conditions of the Work Order finally placed on them. Any increase or decrease in the numbers of Cars will be intimated by BHEL as and when it happens.

3. After entering into the contract, the cars identified for BHEL-ISG contract shall be at sole disposal of BHEL.

4. The service of cars is to be provided on all days as per requirement of BHEL including Sundays and other Holidays. The rates shall be quoted accordingly, no separate billing / rate will be made for Sundays or Holidays.

5. Normal usage of the vehicle (in respect of vehicles on monthly basis) is between 6.00 AM to 10.00 PM, for about 12 hours per day and 300 hours per month cumulatively. Usage of vehicle beyond this time period will be treated as additional service for which extra hour charges beyond 300 hours will be paid and is to be quoted by the bidders in the tender.

6. Normal usage of the vehicle is considered for a running of 2000 KM per month. Charges for extra kilometre beyond 2000 km per month will be paid for which rate shall be quoted by the bidders in the Price Bid of the tender.

TERMS AND CONDITIONS:

A. QUALIFICATION CRITERION:

The bidders participating in the tender shall meet the following conditions failing which their offer is liable for rejection. The bidders shall submit relevant records in proof of complying with qualification criterion conditions along with the **Annexure-I** (Techno-commercial bid).

1. The individuals / Tour and Taxi Operators (bidder) should have office in Bangalore with means of communication like land telephone line, mobile telephone and e-mail and should be available for contacting even after normal office hours.

2. The average annual financial turnover of the Bidder during the last three years ending 31st March 2015 should be Rs.12.00 lakhs (Rupees twelve lakhs).

3. The Bidder shall have the experience of successfully operating hiring cars during last three (3) years with reputed organizations. The proof of the same shall be produced along with the Techno-Commercial Bid (**Annexure-I)** – (e.g: Works Contract copies, Fleet of cars, References of Companies/Organisations to whom the services were provided etc.)

4. **The Bidder should have a fleet of minimum 5 (five) Cars which can be attached to BHEL, under this contract under their disposal for deployment and the details of these cars shall be provided along with the techno-commercial bid.**

5. The Bidder should have a valid **bank account** number and shall provide the account details in the techno-commercial bid. Payment for the contract will be paid only through NEFT / RTGS mode.

6. The bidders should have valid **PAN Number** and produce the copy of PAN Card along with Techno Commercial Offer **(Annexure-I). Income tax will be deducted at source as per the Income Tax rules prevailing.**

7. The bidders should have **service tax registration number**. Bidders not fulfilling the criterion shall submit the service tax registration number as and when they become liable to pay service tax.

8. The vehicles shown under the bidder's Fleet should have been duly registered with RTO, Bangalore/Karnataka for the purpose of operating as Taxi on hire basis.

PS: Reply to the above shall be filled-in the sheet Annexure-I of this Tender document and it shall submitted along with Annexure-I – Techno-Commercial Bid.

B. GENERAL TERMS AND CONDITIONS :

1. Earnest Money Deposit (EMD) as indicated in the NIT is to be submitted along with tender documents **Annexure-I.** EMD is payable in Cash (as permissible under Income Tax Act), Pay order or Demand Draft favouring BHEL payable at Bangalore. EMD paid by the Bidder will be forfeited if:

   a. After opening the tender, the Bidder revokes his tender within the validity period or increases his earlier quoted rates.
   b. The 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 award of contract.

2. EMD given by all unsuccessful Bidders shall be refunded normally within fifteen days of acceptance of award of work by the successful Bidders. EMD shall not carry any interest.

3. Successful bidder has to submit **Security Deposit (SD)** at a rate of **10% of the contract value** before commencement of the work.

   Security Deposit is accepted 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.
   vii) Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit should be collected before start of the work and the balance 50% may be recovered from the running bills.
   (Note: In case of small value contracts not exceeding Rs. 10 lakhs and all SAS jobs, work can be started before Security Deposit is collected. However, payment can be released only after collection/ recovery of initial 50% Security Deposit).
   viii) EMD of the successful tenderer can 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 be subject to hypothecation or endorsement on the documents 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).

4. Failure to pay the security deposit shall be treated as failure to discharge the duties under the contract and shall result in cancellation of the contract awarded and the bidder shall be liable to compensate the losses incurred by BHEL on this account. The security deposit shall be refunded within six months after the date of expiry of the contract period subject to the contractor fulfilling all obligations and operations as required under the contract.

5. BHEL reserves the right to appropriate the whole or any part of the amount of the security deposit without prejudice to other claims against the Bidder/Contractor for losses suffered by BHEL due to failures on the part of the contractor or due to termination of contract or contractor becoming disqualified because of liquidation and other reasons. Such losses, damages, charges, expenses or cost, as assumed by BHEL shall be final and binding on the contractor and the same shall be made good by the Tenderer.

6. **The name of the bidder with full official address, e-mail, landline and mobile phone numbers shall be furnished. In case of partnership firm, the name and address of all the partners together with a certified copy of the partnership deed shall be furnished along with the tender Annexure-I. All the parties have to sign the tender document unless signed by the power of attorney holder.**

7. All entries in the tender document shall be typed or neatly written in one ink without any alterations and erasures.

8. The tender document shall be deemed to form an integral part of the contract to be entered for this work.

9. BHEL-ISG reserves the right to have parallel / similar contract with any number of contractors.

10. **Arbitration and Governing Law:**

Except where otherwise provided for in the contract all questions and disputes relating to the meaning of the specifications and instructions hereinbefore mentioned and as to the quality of service or vehicle provided under this contract or as to any other question, claim, right, matter or thing whatsoever in any way arising during this contract or out of this contract or relating to the contract, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the Chairman & Managing Director/Executive Director (Incharge of the Unit) / General Manager (Incharge of the Unit) / concerned Additional General Manager of the Unit of BHEL and if such Chairman & Managing Director/ Executive Director (Incharge of the Unit) / General Manager (Incharge of the Unit) / concerned Additional General Manager of the Unit of BHEL is unable to or unwilling to act, as the sole arbitrator, such dispute will be referred to the sole arbitration of some other person appointed by the Chairman & Managing Director/ Executive Director (Incharge of the Unit) / General Manager (Incharge of the Unit) / concerned Additional General Manager of the Unit of BHEL who is willing to act as such arbitrator. The cases referred to arbitration shall be other than those for which the decision of the Dy. General Manager / Sr. Manager /Project Manager/Manager/Sr. Engineer/Engineer, is expressed in the contract to be final and conclusive. There will be no objection, if the arbitrator so appointed is an employee of BHEL and that he had expressed views on all or any of the matters in dispute or difference. The arbitrator to whom the matter is originally referred being transferred by vacating his office or being unable to act for any reason, such Chairman & Managing Director/ Executive Director (Incharge of the Unit) / General Manager (Incharge of the Unit) / concerned Additional General Manager of the Unit of BHEL as aforesaid at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as sole arbitrator in accordance with the terms of the contract, and such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

Subject as aforesaid the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings.

It is a term of the contract that the party involving arbitration shall specify the dispute or disputes including specifying the quantum of financial claim, if any, to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.

The arbitrator (s) may from time to time with consent of the parties enlarge the time, for making and publishing the award.

The work under the Contract shall, continue during the arbitration proceeding and no payment due and payable to the Contractor shall be withheld on account of such

proceedings. Further, no coercive action should be taken by the parties under the dispute during the arbitral proceedings.

The Arbitrator shall be deemed to have entered on the reference on the date one party issues notice to other party invoking arbitration clause under this. The Venue of arbitration shall be Bangalore and the language will be English only. The award of the arbitrator shall be final, conclusive and binding all parties to this contract.

C. CONTRACT SPECIFIC TERMS AND CONDITIONS:

1. The vehicles will normally be utilized by car pool by HRM Department for the usage of ISG employees and plying within Bangalore City and surrounding areas within a radius of 80 KMs (within Karnataka State) from BHEL-ISG as per the timings indicated above.
2. However the vehicles may be utilized for outstation trips also if required in special cases and in such a case driver special allowance (bata) will be paid separately (up to 10.00 PM for the Day duty and also for the duty beyond 10.00 PM) for which rates shall be quoted in the price bid.
3. Normal usage of the vehicle is for 2000 Kms per calendar month, however for extra kilometres rates over and above 2000 Kms will be paid additionally, for which the rates are to be quoted separately in the price bid.
4. The balance of kilometres/hours run during the month are to be carried forward to the next month and any cumulative shortage will lapse at the end of contract year and any cumulative excess will be paid at the end of contract year, as per kilometre/hour basis. However, full monthly charges will be paid if either stipulated kms or the stipulated hours are used during the month.
5. The rate should be specified (exclusive of service tax & other govt. levis as applicable) for 2000 kms (reckoned from place of reporting to place of release) & 300 hours on monthly basis (reckoned from time of reporting to the time of release) for each vehicle. The charges for each vehicle for additional hours after 300 hours and additional distance after 2000 km per month should also be specified in the rate. In case any vehicle is required on Saturday & Sunday kilometre, mileage/hours for those days will be included in the monthly limit of 2000 kms/300 hours.
6. Normal usage of the vehicle is between 6-00 AM to 10-00 PM, for about 12 hours on any day and 300 hours per month cumulative. Usage of vehicle beyond this time period will be treated as additional service for which extra hour charges for the service rendered beyond 300 hours per month will be paid and is to be quoted by the bidders in the tender.
7. Normal usage of the vehicle is on weekdays i.e., Monday to Saturday, however, the vehicle if required on Sundays and Holidays shall also be provided. Normally 2 days in a month on any working day in each Calendar month will be provided as **off-day** for maintenance and other requirements of vehicles upkeep. On such occasions, the Contractor shall provide **suitable substitute vehicles for use**.
8. If the vehicle is not used by BHEL on Sundays & Holidays, no deduction will be made from the bills.
9. **Dead kilometre distance and time (for conveyance of the vehicle from the contractor's office to BHEL-ISG and back) will be allowed only for one way. Dead kilometre is considered at actual distance or 6 kilometres whichever less is and time allowed is 30 minutes one way.**

10. In case the reporting / release point is other than BHEL-ISG, distance from contractor's office to the reporting / release point at actual KM and actual time in terms of hours will be considered.
11. The dead KM is part of 2000 km / month given as per the contract.
12. The vehicles deployed for the contract should not be owned by BHEL employees and their dependants. The ownership details of the vehicle to be submitted by the successful bidder before deployment and if there is any contravention of this clause, the contract will be terminated immediately and the Security Deposit will be forfeited.
13. The vehicle deployed for the contract shall not be older than 2011 model onwards or later vehicles and such vehicles only shall be provided.
14. **The vehicle should have been registered u/s 2(35) of the Motor Vehicles Act for commercial use with RTO under taxi permit. Successful bidder shall submit documentary proof of the same before deployment.**
15. The vehicle deployed shall be well maintained, in good running condition and road worthy to ensure smooth and trouble free service during the entire contract period.
16. **While deploying the vehicle, the contractor shall ensure the following always :**
    a. Valid and relevant documents for the vehicle and driver viz., Registration Certificate, Tax paid challan / endorsement, insurance, fitness certificate, driving license, commercial use permit, emission test certificate etc.
    b. Vehicle shall be in full preparedness for the full day service including the fuel in the tank, preparedness of the driver and reasonable money with the driver for meeting contingency requirements.
    c. A mobile phone with the driver in working and charged condition.
    d. A first-aid kit in the vehicle.
    e. Car audio system to play FM stations, CD, USB etc. at the discretion of the users.
    f. Good upholstery for the seats and with cotton cloth covering on the top. The cotton cloth shall be regularly washed and maintained in hygienic condition.
    g. Vehicle washed daily and maintained cleanly both exteriors and interiors.
    h. Essential minimum spares viz., fan belt, Stepney, wheels properly inflated, spare bulb & fuses, jack, standard tools and tackles to attend to emergencies.
17. **Duties and responsibilities of the Driver / Chauffeur:**
    a. Driver employed for the vehicle should have atleast 02 [two] years good driving experience, physically fit, having good eyesight and reflexes.
    b. Driver shall have valid driving licence for the type of vehicle deployed and keep it updated as when required.
    c. Driver should be aware of the localities and routes within Bangalore city.
    d. Driver should have working knowledge of Kannada, Hindi and English languages.
    e. Drivers shall wear white uniform – both the trousers and shirts while on duty.

f. While deployed for duty, the driver should be courteous to the passengers and well behaved. The driver shall open and close the doors while all the passengers board the vehicle and alight from the vehicle.

g. The driver should get inside the vehicle only after the passengers are seated and made comfortable.

h. While on duty to pickup guests from Railway station / Bus stand / Airport, the driver should display the placard at the EXIT or suitable location for welcoming the passenger.

i. The driver shall park the vehicle only in the designated parking area always.

j. The driver shall not smoke cigarettes / beedies nor use other tobacco products while on duty.

k. The driver shall not spit, belch and make unsavoury gestures while performing duty.

l. The driver shall not consume alcohol and shall not be under the influence of alcohol while on duty.

m. The driver shall not use mobile phone while driving; calls if any shall be attended only by stopping the vehicle at suitable location.

n. The driver shall abide by all the Traffic Rules and Regulations in force.

18. Trip sheet booklet will be provided by Bidder for each of the vehicle every month and the driver has to ensure its proper filling and acknowledgement while performing the duty. The trip sheet details as recorded and signed will be the basis for preparing the bills.

19. In the event of contractor failing to provide the vehicle as per the contract, BHEL-ISG shall be at liberty to make alternative arrangements, the expenditure for such arrangements and for the loss / damage incurred by BHEL as a result of such non-compliance will be deducted from the monthly running bill or security deposit of the contractor. BHEL reserves the right to deduct the additional cost thus incurred by BHEL along with 15% handling charges.

20. For repeated non-compliance of contract conditions, BHEL-ISG reserves the right to terminate the contract and make alternative arrangements, at the **risk and cost of the bidder/contractor.** The cost of making such alternative arrangements will be levied on the contractor and will be deducted from the running bills or the security deposit of the contractor.

21. BHEL reserves the right to check the speedometer / odometer of the deployed vehicle at any point of time and if it is found inaccurate / tampered that **particular month bill will be forfeited.**

22. Only authorized staff attached to the contractor and driver nominated shall be allowed entry inside the company or any other premises during the course of contract. The successful bidder shall provide the details of the drivers and authorized representatives for this purpose before commencing the work.

23. The contractor and the authorized representatives including drivers will be held responsible for any breach of the terms and conditions of the contract.

24. Accidents during the course of the work should be reported by the contractor / driver immediately to the authorised officer of BHEL/ISG. Delayed information may

be permitted however not later than 12 hours. Contractor shall submit detailed report of any such accident or incident. In such an event, the bidder/contractor shall provide alternative vehicle immediately.

25. The Contractors will operate their vehicles entirely at their own risk and BHEL-ISG shall not be held responsible for any damage / losses incurred both for the vehicle or persons travelling in the vehicle any time.

26. The contractors shall make their own arrangement for parking the vehicles overnight and during off days and holidays.

27. The successful bidder shall ensure that all their vehicles under the contract are covered by a comprehensive insurance by a leading / reputed insurance provider. The insurance policy shall cover compensation for the loss / damage to the vehicle, driver and co-passengers as well. Under no circumstance shall BHEL-ISG be liable to compensate any loss / damage that may be caused to / by the vehicle while engaged in discharge of the contractor's obligations under this contract.

28. As and when required, route permit / national permit / toll 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 you at your cost, BHEL will not take any responsibility and will not bear any additional expenses in this regard. However, during Outstation Trips, inter-state permit charges, Parking, Toll fee etc. will be reimbursed by BHEL upon production of proof of the same after completion of journey.

29. The contractor at his own expense reinstate and make good to the satisfaction of BHEL-ISG and pay compensation for any injury to any person, loss / damage occurred to any property or rights whatever including property and rights of BHEL-ISG and its bonafide users of the vehicle, for the injury, loss / damage arising out of or in connection with or during the execution of the contract and further contractor shall indemnify the BHEL-ISG against all claims enforceable against BHEL or its bonafide users of the vehicle.

30. The bidders shall quote for the vehicles on lump sum basis for 2000 Kilometre running cumulative per month and 300 hours. The charges shall be inclusive of all expenses like fuel, payment to driver / staff, maintenance charges for vehicle, taxes, insurance, permit etc., to be incurred.

31. The quotations shall be submitted in the price bid format "Schedule" given in Annexure – II to VII.

32. The contract shall have price variation clause for providing increase / decrease in contract price in proportion to the increase / decrease in fuel price over time to time as follows:

33. **PRICE VARIATION (PVC) CLAUSE:** 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. Rates as per PVC will be given effect from 1st day of subsequent month only (For e.g. if price change has taken place say in the month of September, then PVC rates (based on the latest fuel rate) will be given effect from October month only). The rate for extra hours and driver Bata will remain firm and no change will be admissible on any other account whatsoever. The fuel price **(regular normal diesel)** prevailing **at IOCL's retail outlet at Bangalore** on the date of NIT will be the base price for price variation clause.

Price variation clause will be applicable only when there is increase / decrease in fuel price (regular normal diesel) per litre to the tune of one rupee or more compare to previously considered rate.

The changes will be as per following rates:

Type of vehicle	PVC per KM per Rupee change in fuel price
Tata Indica Diesel AC Car Model: 2011 or later model	08 paisa

No increase will be admissible on any other account.

E.g. a) In case if there is increase/decrease in fuel price by one Rupee or more, then, new rate for Tata Indica-diesel-AC car would be calculated as follows. The new rate will be rounded off to nearest rupee for monthly rental and to two decimal places for extra KM rate.

New monthly rental in Rs. = Existing monthly rental in Rs. ± (2000 KM x 0.08 x change in fuel price)

New rate per extra KM for beyond 2000 KM = Existing rate per extra KM in Rs. ± (0.08 x change in fuel price)

[I] The rates should be quoted in figure as well as in words clearly as given in the price bid format "SCHEDULE" in **Annexure-II & III.**

34. 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 tenderers.
35. All the offers received will be scrutinized and only technically qualified offers will be considered for Price bid opening.
36. The Technically/Commercially disqualified offers will be rejected and the reasons for such disqualification[s] will be communicated to such Bidders. Their Price Bid[s] of the Technically/commercially disqualified Bidders will not be opened, and they will not be entertained in any manner, whatsoever, in the further process of this Tender.
37. The tenders received after the specified time of their 'Submission' are treated as Late Tenders and shall not be considered.
38. BHEL reserves the right to negotiate with L1 tenderer, and in such case, negotiated price will be considered for award of contract.
39. The contract will be in force for a period of 02[two] years from the date of award of Contract and the same is extendable by one more year subject to satisfactory performance.
40. BHEL reserves to short close the contract at its discretion at any point of time with giving a notice of 30 days.
41. Payment to contractor will be made within 07 [seven] days from the date of submission of bills complete in all respects. Contractor will submit the bills (in duplicate) on monthly basis, which will be duly verified, checked and passed by

concerned official and forwarded to Finance Department for releasing payment to the party.

42. The actual taxi parking charges/toll charges/permit charges incurred at airports/railway stations/check posts or any other places will be reimbursed on production of actual receipt without any corrections or overwriting.

43. The total hiring charges payable will be rounded off to the nearest full rupee value.

44. **Force majeure:**

Vendor/Lessor shall not be responsible for delay in delivery resulting from acts/events beyond his control provided notice of the happening of any such act/event is given by the Vendor/Lessor to the Purchaser/Lessee within 15 days from the date of its occurrence. Such acts/events shall include but not be limited to acts of God, war, floods, earthquakes, strikes, lockouts, epidemics, riots, fire or Governmental regulations superimposed after the date of order/contract.

45. **Limitation of liability:**

The Vendor liability will be limited to the scope of this contract only.

No. 88/15/7016/TAXI/RMA Date:17.12.2015

COMMERCIAL TERMS AND CONDITIONS

BHEL ISG is intended in hiring of Diesel Run Cars/ Other Cars having valid Taxi permit and Model not older than 2011 with on Monthly and Hourly Basis for BHEL-ISG. Prospective bidders may obtain/download the tender documents from our following websites: **www.bhel.com** **or** **www.bhelisg.com** **or** **http://tenders.gov.in** **or www.eprocure.gov.in**

Sl.No.	Clause	BHEL Requirement	Acceptance/ Remarks
1	**PRICE**	FIRM, Inclusive of all, except Service tax payable by BHEL on Reverse charge basis.	
2	**INSURANCE**	To be arranged by contractor only	
3	**TERMS OF PAYMENT**	100 % payment directly by BHEL against submission of certified original monthly bills.	
4	**COMMENCEMENT OF SERVICE**	Within 15 days (Fifteen) from date of award of work.	
5	**LIDUIDATED DAMAGES**	BHEL reserves the right to appropriate the whole or part of SD amount deposited without prejudice to other claims against the bidder due to failure on part of the contractor or due to termination of contract or contractor becoming disqualified. BHEL's decision is final and binding on the contractor.	
6	**EMD**	Rs.1,00,000/- (Rupees One Lakh Only) To be submitted along with Techno Commercial Bid.	

7	**SECURITY DEPOSIT**	Successful bidder has to submit 10% of the contract value, before commencement of the work.	
8	**VALIDITY OF OFFER**	90 days initially from the date of price bid opening	
9	**LOADING FACTOR**	As per attached document	
10	**MODE OF PAYMENT**	ECS only	
11	**PBG**	10 % of contract value	
12	**ORDER ACKNOWLEDGEMENT**	Letter of acceptance of the order / contract is to be submitted within one week from date of issue.	
13	**PERIOD OF CONTRACT**	Two years from date of award of Work.	
14	**SUB-CONTRACTING**	Order/contract or any part thereof shall NOT be sub-contracted, assigned or transferred.	
15	**TENDER EVUALUATION**	Technically cleared offers only will be considered for price evaluation. Evaluation of offer will be based on L1 of the total cost to BHEL entire two years period.	

ANNEXURE – I

FORMAT FOR PROVIDING INFORMATION PERTAINING TO TECHNO-COMMERCIAL BID

01	NAME OF THE INDIVIDUAL / TRAVEL / TOUR / TAXI OPERATOR AND ADDRESS	
02	EMD details	[a] DD/Pay Order No. : _____ [b] Banker's Name: _____ [c] Amount :
03	e-mail ID Telephone No. – Land Lines Telephone No. – Mobile	_____ _____ _____
04	[a] Nature of Firm/Agency – Proprietory, Partnership, Limited Company etc. [b] Name of person[s] authorised to transact with BHEL-	
05	Registration of Tour & Taxi operator / Travel agency[Enclose proof]	
06	Annual Turnover for the last three years:2012-13, 2013-14, 2014-15	[a] Annual Turnover: 2012-13 Rs. _____ [b] Annual Turnover: 2013-14 Rs. _____ [c] Annual Turnover: 2014-15 Rs. _____
07	Experience credentials for operating Taxi/Cars on Hire services for 3 years *(Please provide the contract details along with copies of contract / work order copies)*	Whether enclosed – YES / NO
08	Contractors Fleet strength [whether details given as per Annexure- IV]	Whether enclosed – YES / NO
09	Banker's Name & Address Account Number	
10	PAN No.	
11	Service Tax registration number.	
13	Whether all the columns filled in Price Bid	YES / NO
14	Whether any relative working in BHEL-ISG or in any other Unit of BHEL [If yes, furnish Name, Staff No. & Unit/Division working]	YES / NO
15	Actual distance from BHEL-ISG to Travel Agency	_____ Kms
16	Agreeable for all Tender Terms and Conditions. (Please submit a copy of BHEL's tender document duly signed and stamped on all pages)	Whether enclosed duly signed on all pages – YES / NO

NOTE: ABOVE FORMAT (ANNEXURE-I) SHOULD ACCOMPANY ALONG WITH ANNEXURE-IV IN A SEPARATE ENVELOPE.

Signature with seal

No. 88/15/7016/TAXI/RMA **ANNEXURE – II**

UN-PRICE BID SCHEDULE FOR TAXIS FOR MONTHLY USAGE

Sl. No.	Particulars	Units	Unit Rate (MINIMUM TATA INDICA CAR) WITH A C FACILITY
1	Type of fuel proposed	Normal Diesel	**NORMAL DIESEL**
2	Monthly fixed charges per vehicle	**Minimum of 2000 kms/300 hrs**	Quoted / Not Quoted
3	Extra kilometre (over & above 2000 kms)	Per km	Quoted / Not Quoted
4	Extra hour (over & above 300 hrs)	Per hour	Quoted / Not Quoted
5	Driver's Bata for local trips (for usage after 10.00 PM)	Per trip	Quoted / Not Quoted

Place:

Signature and seal of the contractor

Date:

No. 88/15/7016/TAXI/RMA **ANNEXURE – III**

UN-PRICE BID SCHEDULE FOR TAXIS ON HOURLY BASIS

Sl. No.	Particulars	Unit Rate (MINIMUM TATA INDICA CAR) WITH AC FACILITY)
1	Type of fuel proposed	NORMAL DIESEL
2	Rate per vehicle for 04Hrs/40Km	Quoted / Not Quoted
3	Rate per vehicle for 06Hrs/60Km	Quoted / Not Quoted
4	Rate per vehicle for 08Hrs/80Km	Quoted / Not Quoted
5	Rate for extra kilometre	Quoted / Not Quoted
6	Rate for extra hour	Quoted / Not Quoted
7	Cancellation Charges	Quoted / Not Quoted
8	Driver's Bata for outstation trips.	Quoted / Not Quoted

Place:

Signature and seal of contractor

Date:

No. 88/15/7016/TAXI/RMA **ANNEXURE – II - A**

PRICE BID SCHEDULE FOR TAXIS FOR MONTHLY USAGE

Sl. No.	Particulars	Units	Unit Rate (MINIMUM TATA INDICA CAR) WITH A C FACILITY
1	Type of fuel proposed	Normal Diesel	**NORMAL DIESEL**
2	Monthly fixed charges per vehicle	**Minimum of 2000 kms/300 hrs**	Rs. _____
3	Extra kilometre **(over & above 2000 kms)**	Per km	Rs. _____ per km
4	Extra hour **(over & above 300 hrs)**	Per hour	Rs. _____ per hour
5	Driver's Bata for local trips (for usage after 10.00 PM)	Per trip	Rs. _____

Declaration:

I / We _____ have gone through the terms and conditions of this tender No._____ and undertake to accept the same in totality and agree to deploy vehicles if the contract is awarded to us.

Place:

Signature and seal of the contractor

Date:

No. 88/15/7016/TAXI/RMA **ANNEXURE – III - A**

PRICE BID SCHEDULE FOR TAXIS ON HOURLY BASIS

Sl. No.	Particulars	Unit Rate (MINIMUM TATA INDICA CAR) WITH AC FACILITY)
1	Type of fuel proposed	NORMAL DIESEL
2	Rate per vehicle for 04Hrs/40Km	Rs. _____
3	Rate per vehicle for 06Hrs/60Km	Rs. _____
4	Rate per vehicle for 08Hrs/80Km	Rs. _____
5	Rate for extra kilometre	Rs. _____
6	Rate for extra hour	Rs. _____
7	Cancellation Charges	Rs. _____
8	Driver's Bata for outstation trips.	Rs. _____

Declaration:

I / We _____ have gone through the terms and conditions of this tender No._____ and undertake to accept the same in totality and agree to deploy vehicles if the contract is awarded to us.

Place:

Signature and seal of contractor

Date:

ANNEXURE - IV

17. Details of the various types of vehicles under the disposal of the bidder for deployment as Taxies (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 (use additional sheet if required).

Sl. No.	Vehicle Name	Regn. No.	Year of Regn.	Whether registered as taxi	Fitness Certificate Date	Comprehensive Insurance Validity date
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

18. **Declaration:** I/We _____ have gone through the terms and conditions of this tender No._____and undertake to accept the same in totality and agree to deploy vehicles if the contract is awarded to us.

Place:

Signature with seal

Date:

Note: All above information should be supported by relevant documents as applicable. THIS FORMS PART OF TECHNO-COMMERCIAL BID. THIS ANNEXURE SHOULD BE ENCLOSED ALONG WITH ANNEXURE-I.

Enquiry No.: 88/15/ TAXI/ 7016/RMA, Dated: 17.12.2015

ANNEXURE – VI

Terms & Conditions of Reverse Auction

Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER).

The philosophy followed for reverse auction shall be English Reverse (No ties).

1. Reverse Auction (quoted against this tender enquiry) will have to necessarily submit "online sealed bid" in the Reverse Auction. Non-submission of "online sealed bid" by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.

2. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.

3. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.

4. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.

5. Bidders have to fax the Compliance form (annexure IV) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.

6. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.

7. Reverse auction will be conducted on scheduled date & time.

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8. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.

9. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.

10. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids
and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.

11. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the "Business Rules of Reverse Auction", which will be communicated before the Reverse Auction.

12. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines, shall be initiated by BHEL and the results of the RA scrapped/ aborted.

13. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.

14. In case BHEL decides to go for reverse auction, the H1 bidder(s) (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

"ANNEXURE – PBG"

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PERFORMANCE BANK GUARANTEE SUBMISSION – GUIDELINES

Performance Bank Guarantee is to be submitted as per the following guidelines:

1.	Bank Guarantee as per BHEL consortium Banks is only acceptable. List of consortium Banks is enclosed.
2.	In case of Bank Guarantees issued by Non-Consortium PSU Banks the same are to be enforceable
3.	In case of BGs issued by Foreign Banks the same may be confirmed by our consortium bank in India.
4.	BGs to be submitted should be sent to BHEL-ISG Attention: Sr. Manager, Steel & Common MM Department directly y the issuing Bank under Registered post (AD). On receipt of the PBG the same will be preliminarily checked by the receiving officer and in case of any corrections, PBG will be returned to the issuing Bank for necessary action.
5.	Bank Guarantee to be submitted in the prescribed format enclosed and shall be verbatim as per the format. Bank Guarantee shall be submitted on right value of stamp paper and for correct value of contract.
6.	Performance Bank Guarantee shall be extended within expiry dates wherever activities as per contract are not completed in all respects.
7.	In case of any contract amendment during the contract period, PBG shall be suitably submitted.

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List of consortium Bank

Sl.No.	Nationalised Banks & Public Sector Banks
1.	Allhabad Bank
2.	Andhra Bank
3.	Bank of Barada
4.	Canara Bank
5.	Corporation Bank
6	Central Bank
7.	Indian Bank
8.	Indian Overseas Bank
9.	Oriental Bank of Commerce
10.	Punjab National Bank
11.	Punjab and Sind Bank
12.	State Bank of India
13.	State Bank of Hyderabad
14.	Syndicate Bank
15.	State Bank of Travancore
16.	UCO Bank
17.	Union Bank of India
18.	United bank of India
19	Vijaya Bank
20.	IDBI Bank

Sl.No.	Foreign Banks
21.	CITI Bank
22.	Deutsche Bank AG
23.	HSBC
24.	Standard Chartered Bank
25.	The Royal bank of Scotland N.V.
26.	J.P. Morgan
	Private Banks
27.	Axis Bank
28.	The Federal Bank Limited
29.	HDFC
30.	Kotak Mahindra Bank
31	ICICI
32.	Indusind Bank
33.	Yes Bank

ANNEXURE-PBG

Note: 1) To be executed in Rs 100/- Non-Judicial stamp paper.
2) To be submitted to MM Dept. directly by the Banker

PERFORMANCE GUARANTEE
(PROFORMA OF BANK GUARANTEE)

THIS DEED OF GUARANTEE made and executed on the _____ day of _____(month) _____(year), by the _____ (Bank), registered under the Companies Act 1956/Nationalised Bank constituted under the Banking Companies (acquisition and transfer of undertakings) Act/ constituted under the State Bank of India Act / Subsidiary Banks Act, having its registered / head office at _____ (Hereinafter called 'guarantor ' which term shall mean and include its successors and assigns)

IN FAVOUR OF BHARAT HEAVY ELECTRICALS LIMITED

a company registered under the companies Act, 1956 having its registered office at BHEL House at Siri Fort , New Delhi-100 049 and its Industrial Systems Group Division at Malleswaram, Bangalore-12 (hereinafter referred to as the 'Company' Which term shall include its successors and assigns):

Whereas the company has placed an order on _____ (State the name of the Seller- company / firm and its address) (hereinafter referred to as the 'Supplier' which term shall mean and include its liquidators, successors and assign) for the supply of system under Purchase Order No_____Dt _____.

AND WHEREAS the supplier has agreed to supply the materials and carryout the works as detailed and in accordance with the terms set out in the said order.

AND WHEREAS the Contract inter-alia provides that the SUPPLIER shall furnish to the Company a sum of Rs…..…….. (Rupees……..) towards security deposit for due and faithful performance of the CONTRACT in the form and manner specified therein.

AND WHEREAS the SUPPLIER has approached the GUARANTOR and in consideration of the arrangement arrived at between the SUPPLIER and the GUARANTOR, the GUARANTOR has agreed to give the Guarantee as hereinafter mentioned in favour of the COMPANY.

NOW THIS DEED WITNESSES THAT in pursuance of the above said agreement, the guarantor hereby agrees and covenants with company is as follows :-

1) **That during the period this contract of Guarantee remains effectual, the guarantor shall be liable in respect of the amount due and owing to the company in respect of the payments to the extent of Rs _____ (in words) _____ against any loss or damage caused to or suffered by the company by reasons of any breach of the terms of the said Purchase order by the supplier.**

2) **The Guarantor hereby undertakes to pay the amounts due and payable under this guarantee without any demur, merely on demand from the company intimating that the amount claimed is due by way of loss or damage caused to or suffered or would be caused or suffered by the supplier of any terms contained in the said Purchase order. Any such demand made on the guarantor shall be conclusive as regards the amount due and payable by the Guarantor irrespective of the fact whether the Supplier admits or denies.**

3) The Guarantor further agrees that the agreement herein contained shall remain in force and effect till all the supplies to be made / Works to be performed / Services to be rendered under the said Purchase order are completed to the entire satisfaction of the company or till company certifies that the terms and conditions of the said order have been fully and properly carried out by the said supplier and accordingly discharges the Guarantee. Unless a demand or claim under this guarantee is made on the guarantor in writing on or before the expiry of claim period indicated in clause 6 below , the guarantor shall be discharged from all the liability under this guarantee thereafter.

4) The guarantor further agrees with the company that the company shall have the fullest liberty without the consent of the guarantor and without effecting in any manner the obligations of the guarantor hereunder to vary any of the terms of the said order or extend the time of performance by the said supplier from time to time or refrain from exercising the power exercisable by the company against the said supplier or to forebear or omit to enforce any of the terms and conditions relating to the said order, and the guarantor shall not be relieved of its liability in whole or in part , by reason of any act, commission or forbearance on the part of the company or by reason of any such variation, or extension being granted to the said supplier or by reason of any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving the guarantor.

5) The guarantor undertakes not to revoke this guarantee during the period it is in force except with the previous consent of the COMPANY in writing, and agree that any liquidation or winding up or dissolution or any change in the constitution of the SUPPLIER or the GUARANTOR shall not discharge the GUARANTOR's liability hereunder.

6) Notwithstanding anything herein above contained, the liability of the guarantor under these presents is restricted to Rs_____. The guarantee shall be in force till its expiry on _____. Unless a demand is made on the guarantor within THREE months from the date of expiry, all the liability of the guarantor under this guarantee shall stand fully discharged. The decision of the claimant in regard to breach of contract is final and binding on the Bank.

(Seal of the Bank to be affixed)

NOTE: NOT TO BE TYPED

1. **A minimum of TWO Bank Official Signatories**
2. **Signatories to sign on all pages of the Bank Guarantee**
3. **Any correction to be validated by the Banker Signatories.**
4. **One common e-mail ID of issuing branch and e-mail & contact no of at least one issuing official should be provided on PBG forwarding letter.**

Electronic Funds Transfer (EFT) OR Pay link Direct Credit Form:#

National Electronic Fund Trasfer (NEFT) mandate form :

(mandate to be submitted by the vendor for receiving payment through NEFT)

1	Vendor name	
2	Vendor address	
3	Income tax PAN No.	
4	**Particulars / Bank detail:**	
a)	Name of bank	
b)	Name of branch	
c)	Branch code	
d)	Bank address	
e)	City name	
f)	Bank telephone No.	
g)	NEFT/ IFSC code	
h)	9 digit MICR code	
i)	Type of account	
j)	ACCOUNT NO.	
5	Vendor's Tel.No.	
6	Vendor e-mail ID	
7	Date of effect	

Note: Please enclose the scan copy of a **cancelled cheque** to enable us to verify the detail mentioned above.

We hereby declare that the particulars give above are correct and complete. If the transaction is delayed or lost because of incorrect information, BHEL is NOT responsible.

Signatures of :

Enquiry No.: 88/15/TAXI/7016/ RMA, Dated: 17 .12.2015

Bank certificate

we certify that Mr/ Mrs/ M/s…….. has an account number mentioned above with us and we confirm that the details given above are correct as per our records

Date :

Place:

AUTORISED SIGNATORY WITH BANK'S OFFICIAL SEAL

Enquiry **No.: 88/15/TAXI/7016/ RMA, Dated: 17.12.2015**

LOADING FACTORS SHEET

Sl. No.	Commercial Terms	BHEL ISG Standard Terms	Deviation	Loading factor for Non-compliance of BHEL ISG standard term
1.	**Terms of Payment**	Lease period will commence from the date of installation. The payment of Financial Lease charges and Copy charges will be made on quarterly basis in arrears after completion of each quarter	No Deviation is allowed	No Deviation is allowed

No deviation shall be allowed for the following clauses:

1. Terms of Payment
2. Performance Bank Guarantee.

Enquiry No.: 88/15/TAXI/7016/ RMA, Dated: 17.12.2015

DEVIATION FORMAT **IS-QPI-4-4-6/002**

1.1 TECHNICAL DEVIATIONS:

Following are the DEVIATIONS from Enquiry specifications:

TECHNICAL SPECIFICATIONS				
Sl.No.	**Page No.**	**Clause No.**	**Clause**	**Deviation**

1.2 COMMERCIAL TERMS & CONDITIONS DEVIATIONS:

Following are the DEVIATIONS from Enquiry Terms & Conditions

COMMERCIAL TERMS & CONDITIONS				
Sl.No.	**Page No.**	**Clause No.**	**Clause**	**Deviation**

We confirm that all other clauses of Commercial terms & Conditions are fully acceptable.

Signature/ Seal of the Bidder: