

Bharat Heavy Electricals Limited  
(A Govt. of India Undertaking)  
**Shree Mohini, 345 Kingsway,  
NAGPUR-440 001**  
Tel. Nos. 3048600; Fax: 3048699

**TENDER SPECIFICATION NO: BHE/PW/HRX/TAXI/2015**

**Tender Document for**

**HIRING OF TAXIS ON REQUIREMENT BASIS**

Opening date: 18.11.2015

This Tender document contains 22 Pages

CONTRACTOR

ISSUING OFFICER

## **PART - 1 - TECHNICAL BID**

### **NOTICE INVITING TENDER**

1. TENDER SPECIFICATION NO. BHE/PW/HRX/TAXI/2015
2. Name of the work: Hiring of taxis on Requirement Basis.
3. Duration of Contract: 24 Months
4. Earnest money deposit: Rs. 10,000.00
5. Last date and time for the: Before 1.00 PM on 18.11.2015  
Receipt of completed tender
6. Date and time for tender opening: At 3.30 PM on 18.11.2015
7. Place of submission of completed tender:

**Sr. EXECUTIVE (HR)  
BHEL, PSWR,  
SHREE MOHINI COMPLEX, 5TH FLOOR,  
345 KINGSWAY  
NAGPUR-440 001**

**This tender document contains, pages including General Instructions to the bidders, Scope of work and Terms & Conditions, Price bid etc. as follows.**

1. Annexure-A - General Instructions for the bidders
2. Annexure-B - Scope of Work and Terms & Conditions
3. Annexure-C - Essential criteria for Evaluation of Technical bid.
4. Annexure-D -Certificate by Chartered Accountant on letter head – for MSE
5. Annexure-E -Check List
6. Annexure-F1 - Price Bid

### **Issued to:**

**Note: The tenderer shall return the duly filled in Tender Documents after affixing signature on all pages.**

**TENDERS FOR HIRING OF TAXIS ON REQUIREMENT BASIS**

**General Instructions for the bidders**

1. BHEL, Power Sector-Western Region, having its office at Shree Mohini Complex 5th & 6th Floor, 345 Kingsway, Nagpur-440001 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 Annexure–F1.

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 13.00 Hours on 18.11.2015 to Sr. EXECUTIVE (HR), 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 on **18.11.2015 at 15.30** Hours in the presence of Bidders who choose to be present.

10. Bidders or their representatives may attend the tender opening on the above mentioned date, time & place. No separate intimation will be given to Bidders for technical bid 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.

**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 Shree Mohini Complex 5th & 6th Floor, 345 Kingsway, Nagpur-440001 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 10 Nos. cars either in the name of proprietor or in the name of the firm/ company, in the state of Maharashtra 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.

08 Successful bidder has to deposit an amount of Rs.50,000/- (Rupees Fifty 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.

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. Party should have a valid Service Tax Registration, 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.

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.

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 (2012-13, 2013-14 & 2014-15) audited balance sheet and profit & loss account 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/PSWR Hqs at Shree Mohini Complex 5th & 6th Floor, 345 Kingsway, Nagpur-440001. and back from BHEL to contractor's office/garage. In case the reporting/release point is other than BHEL/PSWR, distance from travels to reporting/releasing point at actual KM & hours will be considered from the contractor's office/garage only.

**20 BHEL reserves the right to award the contract either to a single contractor or distribute / split the total requirements amongst maximum of two contractors. In case of such distribution of taxi services among 2 contractors, notwithstanding the rights of BHEL to change the allocation rates, efforts would be made to distribute the work @ 60%: 40% ratio for L1, & L2 bidders respectively.**

21 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 Annexure-F1. 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**

Bidders are required to bid by quoting their Best rate in col. A(1) only, in annexures F1.

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.

30 The estimated value indicated in the tender is subject to variation (may increase or decrease) depending upon the requirement of vehicles during the contract period.

## Annexure-C

### **Minimum Qualification Requirements of the (bidders) Tour & Taxi Operators / Travel Agencies:**

i) The Bidder must be a registered Tour & Taxi Operator / Travel Agency. Copy of registration certificate shall be enclosed.

**And**

ii) 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.

**And**

iii) The Bidder should be having minimum **10 Nos. latest model cars (NOT BEFORE JANUARY 2012 MODEL)**, registered in the state of Maharashtra under Taxi permit in Bidder's name/firms name/Company name.

**And**

iv) The Bidder should have PAN as per Income Tax Act and service tax registration number as per Service Tax Act.

**And**

v) **The average annual financial turnover of the Bidder during the last three years ending 31st March of the previous financial year should be at least Rs 6,00,000/-. Audited /Charter Accountant certified statement to this effect have to be submitted in support of the financial turnover.**

**And**

vi) **The Bidder shall have experience of successfully completed similar works during last 4 years as per the details hereunder (Similar work means supply of taxis on requirement basis / monthly hire basis).**

**a) Three similar completed works costing not less than ₹ 9, 00,000/- each or**

**b) Two similar completed works costing not less than ₹ 11, 00,000/- each or**

**c) One similar completed work costing not less than 18, 00,000/- each.**

Copy of Completion certificate indicating the value of the work or copy of Work Order/Purchase Order indicating value of work along with certificate of satisfactory services or Certificate for running contract with value of completed work, from the Organization where the bidder has provided/providing taxi services should be enclosed.

**INCOMPLETED TENDER DOCUMENTS, IF ANY, SHALL BE SUMMARILY REJECTED.**

**DOCUMENTS SHOULD BE KEPT IN TWO SEPARATE SEALED ENVELOPES, WRITTEN OUTSIDE THE ENVELOPE THE SPECIFICATION NO AND SUBMITTED TO:**

**Sr. EXECUTIVE (HR)  
BHEL., PSWR.,  
SHREE MOHINI COMPLEX 5TH FLOOR  
345 KINGSWAY  
NAGPUR-440 001.**

**LAST DATE FOR RECEIPT OF OFFERS IS 18/11/2015 BEFORE 01.00 PM  
TENDER OPENING - TECHNICAL BID ON 18/11/2015, 03.30 PM**

**BIDDERS TO NOTE THAT THE PRICE BID OF TECHNO-COMMERCIALY QUALIFIED BIDDERS SHALL ONLY BE OPENED. OPENING OF PRICE BID SHALL BE INTIMATED SEPARATELY.**

### **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 Nagpur 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 1<sup>st</sup> Dec 2015 then price shall be reviewed on 1<sup>st</sup> April'16, 1<sup>st</sup> July'16, 1<sup>st</sup> Oct'16 & 1<sup>st</sup> Jan'17 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:-**

$$\% \text{ Increase/Decrease} = \frac{(\text{Revised Rate of Diesel} - \text{Base Rate of Diesel})}{\text{Base Rate of Diesel on the date of NIT submission}} \times 0.60 \times 100$$

### **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.**

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-PSWR 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.

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-PSWR 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.

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.

The successful bidder shall have to execute an agreement with BHEL on a non-judicial stamp paper of the value of Rs.100/- at his own cost.

**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 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. 10,000/- (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.

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

#### **I. Security Deposit:**

1 SD amount for this contract is Rs 50,000/-, which shall be splitted in the same ratio if work contract will be awarded to more than one party.

In case of only one successful vendor the SD amount is Rs.50, 000/=

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.

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.

Certificate by Chartered Accountant on letter head

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

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

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

Rs ..... Lacs

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

Rs ..... Lacs

**(Strike off whichever is not applicable)**

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

Or

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

Date:

(Signature)

Name –

Membership number –

Seal of Chartered Accountant

**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)

**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 Proprieter, Partner(s), Director(s) of our Company/Firm DO NOT have any relation or relatives employed in BHEL

OR

2. The Proprieter, 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 against the Bidder/Contractor.

### **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

**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

**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

## Check List

### Annexure-E

**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		
3	Details of Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: Fax No:	
4	EMD DETAILS	DD No:                      Date : Bank :                              Amount: <u>Please tick ( <input type="checkbox"/> ) whichever applicable:-</u> ONE TIME EMD / ONLY FOR THIS TENDER	
		APPLICABILITY	BIDDER REPLY
5	Whether the format for compliance with <b>PRE QUALIFICATION CRITERIA</b> is understood and filled with proper supporting documents referenced in the specified format	Applicable	YES / NO
6	Copy of PAN Card submitted	Applicable	YES/NO
7	Whether all pages of the Tender documents including annexures, appendices etc are read understood and signed	Applicable/Not Applicable	YES/NO
8	Declaration by Authorized Signatory submitted	Applicable	YES/NO
9	No Deviation Certificate submitted	Applicable	YES/NO
10	Declaration for relation in BHEL submitted	Applicable	YES/NO
11	Bank Account Details for E-Payment submitted	Applicable	YES/NO
12	Power of Attorney for Submission of Tender/Signing Contract Agreement submitted	Applicable	YES/NO

NOTE : STRIKE OFF 'YES' OR 'NO', AS APPLICABLE

DATE :  
AUTHORIZED SIGNATORY

(With Name, Designation and Company seal)

## PRICE BID

Annexure-F1

### Charges for taxi

Sr No		(1) Indica/Alto/Ritz or equilent Non AC	(2) Indica AC/Alto/RitzAC or equilent	3) Indigo AC/Dzire/Zylo or equilent	(4) Innova AC/Arya or equilant
A	WITH IN NAGPUR (LOCAL DUTY)	Rs-----/- Km	120% OF Non AC Indica car (A1)	120% of AC Indica Car (A2)	130% of AC Indica Car (A2)
B	OUTSTATION TRIP	80 % of Local charges Per Km Rate	90% of Non AC Indica Car(local duty (A1)	110% of AC Indica Car (A2)	120% of AC Indica Car (A2)
C	Airport Drop / Pickup	Rs.400/-	-----	-----	-----
D	Railway Station Drop/Pickup	Rs.300/- Per Trip	-----	-----	-----

Note :-

- 1) For all vehicles once called, minimum charges shall be 5 Hrs / 50 km.
- 2) Charges for hours used shall be 10 times the rate per Km i.e. Charge for 01 Hr. = Rate/Km X 10.
- 3) Travel to Bela / Butibori / Khaparkheda / Mauda, etc shall be treated as local Duty only.
- 4) For outstation use, rate for minimum 200 kms /day shall be paid in one day. One day means up to midnight 1200 hrs.
- 5) Agency to quote in Row "A" col N0.1 only. Agency to calculate themselves the figures for Col No. (2) to (4) for their information.
- 6) All rates shall be rounded off to the nearest paisa.