



Bharat Heavy Electricals Limited
Piping Centre, 80/93, G.N.Road, T.Nagar, Chennai-600017

Notice Inviting Tender – Hiring of Vehicles 2015-17 – Technical Bid – Annexure “A”

Tender Ref. BHE:PC:ADMN:VEHCONT:15-17 Dated 03-03-2015

Page 1 of 9

Bharat Heavy Electricals Limited - Piping Centre, a leading Maharatna Central Public Sector Undertaking invites Tenders for providing Cars / Vans / Multi-Utility Vehicles on Hire Basis (Monthly / Casual) for the use of its Officers, Guests, Customers and VIPs.

1. **OUR REQUIREMENT:**

Monthly Hire Basis:

Tata Indica Car or Equivalent (Non-A/C) - 2 Nos.

Casual Hire Basis:

Various types of Vehicles as indicated in Price Bid Annexure-B, as & when required.

- 1.1 The Vehicles on Casual Hire Basis, will be normally used for 10(Ten) Hours / 7(Seven) Hours / 5(Five) Hours / 3(Three) Hours period every day from 08.00AM to 06.00PM. However, the Vehicles will also be required before and after the normal duty Hours as indicated above based on our business needs and extra charges as applicable will be paid. The Vehicles provided under the “Monthly Contract” are deemed to be provided for the whole Month irrespective of Saturdays / Sundays / other closed Holidays and to be provided for use at any time on demand. **Any Vehicle taken on Monthly Hire Basis after 1st of the Calendar Month, the Hire charges and minimum KMs per Month will be applicable on pro-rata Basis.**
- 1.2 BHEL reserves the right to reduce / increase the number and type of Cars on Monthly Basis, at any time during the tenure of the Contract without assigning any reason. BHEL will not be responsible if the Contractor is at a disadvantage / on account of such reduction / increase in the number of Cars.
- 1.3 We also require Vehicles on “Casual Basis”, whenever such requirement arises and the number of Vehicles or the type of Vehicles under this Category will vary according to our business needs.
- 1.4 The Cars provided to BHEL would be Diesel / Petrol / CNG driven.

2. **DURATION OF CONTRACT:**

The Contract will be for a period of Two Years from the Date of award of Contract. The Contract can be Terminated without assigning any reason, on 30(Thirty) days' Notice. Similarly, the Contractor may also revoke the Contract with 30(Thirty) days' Notice period.

3. **PRE-QUALIFICATION CRITERIA OF TENDERERS:**

- 3.1 The Cars to be provided to BHEL - Piping Centre should be of models later than 01.01.2014.
- 3.2 Must own a minimum of Six (6) Vehicles (2013, 2014 & 2015 models only) out of which Two (2) must be high-end vehicles (like Ford Fiesta / Honda City / Toyota Corolla / Toyato Etios / Toyota Innova / Toyota Tavera / Maruti SX4 / Maruti Ertiga / Tata Sumo etc.). The vehicles must be registered only in Company / Partner / Proprietor Name, as applicable.
- 3.3 The Bidder should have valid Service Tax Registration Number and PAN.
- 3.4 The agency could be a Proprietorship / Registered Firm / Private or Public Company registered under Companies Act and a well-established reputed organization in this line of service / business - documentary proof / photo copy (self-certified) to be enclosed.

Place:

Signature of the Bidder

Date:

(Name & Address with Company Seal)



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Tender Ref. BHE:PC:ADMN:VEHCONT:15-17 Dated 03-03-2015

Page 2 of 9

- 3.5 The Bidder should have vehicle / car hiring experience in industries / institutions / factories / offices for a minimum period of Three Years in the last Seven Years. The list of clients, present and past, should be enclosed and contract completion / performance certificate from past client(s) has to be furnished as documentary evidence.
- 3.6 Bidder's Average Annual Financial turnover during the last Three Financial Years ending 31st March 2014 should be **at least Rs.18 Lakhs (Rupees Eighteen Lakhs only)**. Copies of Balance Sheets and Profits & Loss Account Statements of last three Financial Years i.e. F.Y. 2011-12, 2012-13 & 2013-14, duly certified by Chartered Accountant and Copies of Acknowledgements of IT Returns of last Three Financial Years i.e. F.Y. 2011-12, 2012-13 & 2013-14 (Assessment Years 2012-13, 2013-14 & 2014-15) shall be furnished.
- 3.7 Bidder shall have experience of having successfully completed similar works during the last Seven Years ending on 31.01.2015 in one of the following ways:-
- 3.7.1 Three Similar Completed Works costing not less than the amount equal to Rs.24 Lakhs for each such Contract (or)
- 3.7.2 Two Similar Completed Works costing not less than the amount equal to Rs.30 Lakhs for each such Contract (or)
- 3.7.3 One Similar Completed Works costing not less than the amount equal to Rs.48 Lakhs for each such Contract.
Similar Works shall mean Contract executed for Vehicle / Car Hiring Services in Offices, Factories, Establishments, etc.
- 3.8 Bidder shall submit Copies of Work Order(s) / Contract Award Letter(s) and their Work Completion Certificate(s) in support of proof of experience for the similar completed work(s) executed by the Bidder(s) as per Clause 5.0 above. BHEL reserves the right to cross check the documents from the issuing Agency.
- 3.9 Bidder shall have an office in Chennai working 24 x 7 for dealing with day-to-day affairs / booking and to comply with all Statutory Provisions of the Applicable Acts and shall submit a Self-Declaration in their official letter head that they have a full-fledged office in Chennai indicating the present address with contact details.
- 3.10 Bidder must submit a Self-Declaration that no case is pending with the Police / Court against the Proprietor / Firm / Partner / Director or the Company for any Statutory Violation or Non-Compliance of Statutory Provisions of Applicable Acts and that the Bidder has not been suspended / blacklisted by any Organization.
- 3.11 The bids of only those Bidder(s), who are meeting all the above eligibility criteria, will be considered for further evaluation and bids of others will be summarily rejected.
- 3.12 While submitting Bid / Tender, the Bidder shall disclose / confirm the following by way of **Notarized Affidavit cum Undertaking** executed on Non-Judicial Stamp Paper of appropriate value.
- 3.12.1 Details of its group concerns or affiliates etc. who are also engaged in transportation business.

Place:

Signature of the Bidder

Date:

(Name & Address with Company Seal)



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Notice Inviting Tender – Hiring of Vehicles 2015-17 – Technical Bid – Annexure “A”

Tender Ref. BHE:PC:ADMN:VEHCONT:15-17 Dated 03-03-2015

Page 3 of 9

- 3.12.2 Details / particulars of Partners / Proprietors / Directors of Bidder / such group concerns or affiliates etc. including details of DIN numbers (in case of Directors) and PAN Number (in case of Partners / Proprietors) duly supported by self attested copies of relevant documents.
- 3.12.3 Confirmation that none of its Group concerns or affiliates etc. appear on the list of Banned Firms / Companies by BHEL (List available on www.bhel.com) nor any of the Director / Partner / Proprietor of Bidder / such group concern or affiliate etc. are involved with such Firm / Company.
- 3.12.4 Confirmation that other than the Bidder, none of its group concerns or affiliates etc. are participating in the Tender either directly or indirectly through any other Agency under same Proprietor / common Partner(s) / common Director(s).
- 3.12.5 BHEL may reject the bid or in case the Contract has been awarded, then terminate the Contract apart from taking any other suitable action under the Contract or applicable legal provisions or BHEL guidelines, including Guidelines for Suspension of Business Dealings, without any liability for any compensation to the Bidder, if-
- 3.12.5.1 BHEL discovers at any time that any statement made by the Bidder in the Affidavit cum Undertaking is false, fraudulent or
- 3.12.5.2 Any document submitted by the Bidder was fake or forged
- 3.12.5.3 Or if BHEL determines in its sole discretion that any statement was aimed at deliberately misleading BHEL with a view to ensure award of the subject Contract to the Bidder.
- 3.12.5.4 The bid submitted by any Bidder who omits to submit the Affidavit cum Undertaking as per the Clause 3.15.3, 3.15.4, 3.15.5, shall be liable to be summarily rejected.

4. **SECURITY DEPOSIT:**

A Onetime Security Deposit of Rs.3,30,000/- (Rupees Three Lakhs Thirty Thousand only) in the case of Casual Hire Contract and Rs.1,67,000/- (One Lakh Sixty Seven Thousand only) in the case of Monthly Hire Contract, will be recovered shall be paid by successful Contractor. No interest is payable on the security deposit. The security deposit will be refunded after completion of the Term of Contract with due written request from the Contractor.

5. **TOWARDS STATUTORY LIABILITY:**

- 5.1 BHEL has the privity of the Contract with the Contractor only and will give instructions to the Contractor or his authorized representative. 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.
- 5.2 The Contractor should ensure that the Drivers of Cars deployed to BHEL are physically and mentally fit and do not have any criminal record. The Drivers should possess valid driving license, requisite skill, proficiency, qualification, experience etc. A complete verified bio-data of Drivers shall be kept by the Contractor and they shall be produced to BHEL for verification when called for.

Place:

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Date:

(Name & Address with Company Seal)



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Tender Ref. BHE:PC:ADMN:VEHCONT:15-17 Dated 03-03-2015

Page 4 of 9

- 5.3 Contractor will be responsible for the good conduct of his Drivers. In case of any misconduct / misbehaviour by any Driver, the Contractor will replace the Driver(s) immediately.
- 5.4 The Contractor will keep watch on his Drivers. The Contractor is liable for any loss to BHEL due to acts of omission and commission by his Drivers. Similarly liability for any compensation to outsiders on account of any act of omission and commission by the Drivers deployed by the Contractor shall lie exclusively with the Contractor.
- 5.5 The Contractor should provide necessary safety appliances to his Drivers. The Contractor shall be responsible for enforcing all safety regulations as applicable.
- 5.6 The Contractor has to provide white uniform to the Drivers. The uniform should have logo of the Contractors firm/company. The uniform shall be kept in neat, tidy and wearable condition.
- 5.7 Contractor should ensure that all precautions are taken for safety of his Drivers and Cars.
- 5.8 All Statutory requirements under Minimum Wages Act, 1948, Payment of Wages Act, 1936, Workmen Compensation Act, 1923, EPF & MP Act, 1952, Payment of Gratuity Act, 1972, ESI Act, 1948, The Contract Labour (R&A) Act, 1970, Payment of Bonus Act, 1965, Income Tax Act, Service Tax Act and all other applicable Acts shall be complied with by the Contractor.
- 5.9 Contractor shall comply with valid Vehicle Insurance, Registration Certificate, Pollution Control Certificate and any statutory requirements, rules, regulations, notifications in relation to employment of his Employees issued from time to time by the concerned authorities,
- 5.10 Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with Employees deployed by him.
- 5.11 The liability for any compensation on account of injury sustained by an Employee of the Contractor will be exclusively that of the Contractor.
- 5.12 Contractor to obtain Insurance cover for his Employees / Equipment / Tools and tackles etc and take third party risk insurance coverage at his own cost. BHEL shall not be responsible for any loss, damage and pilferage of his property and/or his Employees.
- 5.13 The decision of BHEL regarding interpretation of any Terms and Conditions set forth in the Agreement shall be final and binding on the Contractor.
- 5.14 The upholstery, interior and exterior of the vehicles provided, shall be in a neat and tidy condition.

6. ARBITRATION AND GOVERNING LAW:

All disputes arising in connection with the Contract shall be settled by mutual consultation. If no agreement is reached the dispute shall be settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules made there under. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of the Unit. The award of the arbitrator shall be final and binding on both the parties. The venue of the Arbitration shall be Chennai, India.

Place:

Signature of the Bidder

Date:

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Tender Ref. BHE:PC:ADMN:VEHCONT:15-17 Dated 03-03-2015

Page 5 of 9

The Award to be given by the Arbitration shall be speaking award. All questions, disputes, differences arising under, out of or in connection with this Contract shall be to the exclusive jurisdiction of Chennai courts.

7. OTHER TERMS AND CONDITIONS:

- 7.1 If a Tenderer expires after submission of his Tender or after the acceptance of his Tender, BHEL may at their discretion, cancel such Tender. If a partner of a firm expires after the submission of the Tender or after the acceptance of the Tender, BHEL may cancel such Tender at their discretion unless the firm retains its character.
- 7.2 If a Tenderer deliberately gives wrong information in his Tender, BHEL reserves the right to reject such Tender at any stage or to cancel the Contract, if awarded and forfeit the Security Deposit and any other money due.
- 7.3 Canvassing in any form in connection with the Tenders submitted by the Contractors who resort to canvassing are liable to rejection.
- 7.4 Should a Tenderer or Contractor or in the case of a firm or company of Contractors / One or more of its Partners / Shareholders / Directors have a relation or relations in BHEL, the Authority inviting Tender shall be informed of the fact along with the offer, failing this BHEL may, at its sole discretion reject the Tender or cancel the Contract and forfeit the Security Deposit.
- 7.5 The successful Tenderer should not sub-contract the part or complete work under this Contract.
- 7.6 The acceptance of the Tender will rest with BHEL which does not bind itself to accept the lowest Tender or any Tender and reserves to itself full rights for the following without assigning any reason whatsoever.
- 7.6.1 To reject any or all of the Tenders.
- 7.6.2 To split up the work amongst Two or more Tenderers.
- 7.6.3 To award the work in part.
- 7.7 General conditions of Contract for BHEL Piping Centre is enclosed which forms part of this Contract.

8. SUBMISSION OF BILLS:

- 8.1 The Contractor should submit the Bills for Vehicles used for both Monthly Hire and Casual Booking, along with Bills/Receipts/Invoices for Parking, Toll, Entry Tax, Inter-State Permit Charges, etc. if any, in original. **Bills will be paid within 30(Thirty) days from the date of Receipt of Bills.** Copies of Diesel Bills, to verify the rates will have to be submitted along with the Monthly Bills. Bills submitted should indicate the Service Tax amount separately. However, no interest / damages will be paid by BHEL for any delay in payment of Bills beyond 30(Thirty) days from the date of submission.
- 8.2 All payments will be made through ELECTRONIC FUND TRANSFER only. The successful Contractor should provide necessary details in this regard.
- 8.3 In the event of the Contractor unable to send Vehicles as per our requirement or fails to send the Vehicles, BHEL at its option may book the Vehicles from any other party (parties) and pay the Bills at the risk and cost of the Contractor.

Place: _____ Signature of the Bidder

Date: _____ (Name & Address with Company Seal)



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Tender Ref. BHE:PC:ADMN:VEHCONT:15-17 Dated 03-03-2015

Page 6 of 9

8.4 Any payment made by BHEL in excess of the rates as agreed by the Contractor shall be deducted from the Bills of the Contractor.

8.5 Income Tax will be deducted on payments made, in accordance with the provisions of Income Tax Act.

9. **AMENDMENT TO THE TENDER NOTICE:**

9.1 BHEL reserves the right to alter any condition(s), at any time, the Terms and conditions of this Tender Notice, prior to the date of submission of offer by the Tenderer. All corrigenda, addenda, amendments, time extensions, clarifications, etc. (if any) to the above NIT, will be hosted on the above Websites only and will not be published in Newspapers or any other media. Bidders shall regularly visit the above Websites to keep themselves updated. which will be notified to the prospective Bidder.

9.2 For uniformity, the offer should be submitted ONLY in the prescribed Proforma enclosed.

10. **REGARDING VEHICLES HIRED AND DRIVERS DEPLOYED:**

10.1 No Car owned by BHEL Employee or their relatives either directly / indirectly shall be supplied for duty.

10.2 The Vehicles sent for BHEL should have been registered as tourist taxi and number plate should be in line with the prevailing registration requirement (Yellow Colour background with Black Colour Letters).

10.3 The Vehicles sent to BHEL should be in perfect condition and should be equipped with a spare tyre and tool kit. Maintenance of Vehicles, break-down replacement, shift change etc .will be borne by the Contractor.

10.4 If the Vehicle sent to BHEL break-down, substitute Vehicle should be provided immediately. However, no additional payment will be made by BHEL in such cases.

10.5 The Contractor shall maintain the Vehicles in the best possible manner and the Vehicles Hired to BHEL should be sent for periodical servicing at his own cost.

10.6 Normally, prior Notice of Two Hours will be given for supply of Cars on casual Basis. However, the Contractor shall arrange supply of Cars earlier than Two Hour in cases of exigencies, as required. Telephone calls made for this purpose will be considered as the Notice for supply of Cars on Hire Basis. If the Contractor fails to supply Vehicle within the stipulated time, the company will be at liberty to engage Vehicle from any other source at the risk and expenses of the Contractor and recover the extra expenditure from their Bills/ Security Deposit.

10.7 The Contractor shall assign skilled Drivers for the Vehicles Hired from them and they should have proper valid driving licence to drive commercial Vehicles. The Contractor should assume full responsibility for the safety of the passengers travelling in the Cars Hired to BHEL and ensure safe driving. BHEL shall have no liability of any kind towards any accident arising in the course of hiring the Vehicles from the prospective Bidder.

10.8 The Drivers of all Cars Hired by BHEL including Monthly / Casual Hire Cars should be provided with a Mobile Phone at Contractor's cost.

Place: Signature of the Bidder

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Tender Ref. BHE:PC:ADMN:VEHCONT:15-17 Dated 03-03-2015

Page 7 of 9

- 10.9 The Drivers should be provided with adequate cash for Local / Outstation trips to meet any contingency towards Fuel, Parking, Toll, Permit Charges etc. Parking Fees, Toll, Permit Charges (actual) may be claimed from BHEL along with the Bills, on production of proper Bills.
- 10.10 The Drivers while reporting for duty should bring the trip sheet and produce the same to the officer-in-charge for verification. Besides, the trip sheet of BHEL will also be supplied to record the various movements of the Vehicle during the day. It is the responsibility of the Drivers concerned to enter the details in the BHEL trip sheet and get the signature of persons using the Car for each trip. The trip sheets should be enclosed along with the Bill with all the details entered and complete in all respect. If both the Contractor's Trip Sheet and BHEL Trip Sheet is not enclosed with each of the Bill, the particular Bill(s) will not be passed for payment.
- 10.11 No charges shall be payable towards any cancellation of bookings made for any reason whatsoever.

11. **EXTENSION OF THE CONTRACT:**

The Contract can be extended for a further Term of One Year at the discretion of BHEL, provided the Contractor agrees for the renewal of the Contract on the same Terms and conditions of the original Term.

12. **PRICE VARIATION CLAUSE (PVC):**

- 12.1 The rates quoted shall remain fixed during the entire period of Contract and shall not be subject to any variation on any account. The Hire Charges and Driver Bata quoted (both for Monthly and Casual Hire Vehicles) shall remain fixed during the entire tenure of the Contract.
- 12.2 However, since the prices of Petroleum products being volatile and revised by the Government from time to time, due compensation for increase in the price of Diesel alone will be compensated as and when occasion arises by way of revision in the fuel charges viz. running kilo meter rates. For this purpose, 1/10th of the hike in Diesel cost would be compensated in the per KM rate. Such revisions would be effected based on the claim preferred by the supplier along with supporting documents to prove the price increase. Similarly any decrease in the price of Diesel pro-rata reduction in the per KM rate will apply.
- 12.3 **The base rate for revision in per KM rate (1/10th) will be the Diesel cost as on the date of publishing of Tender. Also, the PVC clause will be operated only in the event of variation in Diesel Cost (upward or downward) is 10% or more, which will be operated from the subsequent month claim bills only.**

13. **SUBMISSION OF TENDER:**

- 13.1 The Tender shall be submitted in Two parts; i.e. **“Annexure ‘A’ – Technical Bid”** and **“Annexure ‘B’ – Price Bid for Casual Hire Vehicles”** along with **“Annexure ‘C’ - Price Bid for Monthly Hire Vehicles”**. The Bidders who qualify in the Technical Bid are only eligible to participate in the price bid opening. As a token of acceptance of the Tender conditions, the Authorized Signatory of the Tenderer should sign all the pages including Price Bid Annexure-B & Annexure-C Format pages. The rates should be legibly written in figure and words. No overwriting on any account is permissible.

Place:

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Notice Inviting Tender – Hiring of Vehicles 2015-17 – Technical Bid – Annexure “A”

Tender Ref. BHE:PC:ADMN:VEHCONT:15-17 Dated 03-03-2015

Page 8 of 9

- 13.2 The Technical Bid (along with a copy of the price bid specified as “Quoted” in all the rate columns) duly signed by the Authorized Signatory of the Bidder in all the and the price bid with rates quoted for all the items shall be put in separate sealed covers and both the covers shall be put in a sealed master cover and sent to the following address:

Sr.Manager / HR&Administraton
Bharat Heavy Electricals Limited
Piping Centre, New No.80, Old No.93, G.N.Road, T. Nagar, Chennai-600017

- 13.3 **The last date for submission of Tender documents (for both Technical and Price bids) is Two Weeks from the date of publication as indicated in BHEL Website. Late Tenders will not be accepted and would be summarily rejected. The Technical Bids will be opened day at 14.30 Hours on the due date in the NIT. The date and time of opening of price bids of technically qualified Bidders will be intimated to the qualified Bidders and opened in the presence of them.**

14. **SPECIAL NOTES ON RATE SCHEDULES:**

- 14.1 **Any exception to the following should be clearly indicated in the offer:**

- 14.2 Monthly Hire Vehicles should be available for our use on all the days of the Month including Saturdays/Sundays and other Holidays. The minimum KM run will be **2000 (Two Thousand) KMs per Month**, per Car.

- 14.3 Rates to be quoted in the rate schedule in the same manner as required by us. For example, for Hire of Vehicles for Local Trips of 10(Ten) Hours upto 100(Hundred) Kms, the rate for **Hire and running Kms to be indicated separately and not to be clubbed together**. This format is necessary for us to revise the rates whenever the Diesel price is revised by the Government. **However, full rate will be paid for 10(Ten) Hours up to 100(Hundred) KMs, 7(Seven) Hours up to 70(Seventy) KMs, 5(Five) Hours up to 50(Fifty) KMs and 3(Three) Hours up to 30(Thirty) KMs irrespective of the actual KMs run.**

- 14.4 The L1 Vendor will be reckoned separately for Casual Hire Vehicles and Monthly Hire Vehicles. **The party who has quoted the lowest aggregate rates in the below mentioned Categories of rate schedule will be chosen for award of the Tender: -**

- 14.5 **For Casual Hire Vehicles the Vendor who has quoted the lowest aggregate rates in the following Categories will be considered as L1: -**

14.5.1 Casual Hire of Non-A/C Cars (**Category No.1**); and

14.5.2 Casual Hire of A/C Cars (**Category No.2**).

- 14.5.3 **For Monthly Hire Vehicles, the Vendor who has quoted the lowest aggregate rates in the following Categories will be considered as L1:**

14.5.3.1 Monthly Hire of Non-A/C Cars (**Category No.9**);

14.5.3.2 Monthly Hire of Non-A/C Car to TPPO - inside Port / Harbour (**Category No.10**);

- 14.6 Casual booking beyond 3(Three) Hours will be treated in line with next higher slab (i.e. Five Hours).

- 14.7 Casual booking beyond 5(Five) Hours will be treated in line with next higher slab (i.e. Seven Hours).

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Tender Ref. BHE:PC:ADMN:VEHCONT:15-17 Dated 03-03-2015

Page 9 of 9

- 14.8 Casual booking beyond 7(Five) Hours will be treated in line with next higher slab (i.e. Ten Hours)
- 14.9 Casual booking beyond 10(Ten) Hours will be treated as 1½ days upto 12(Twelve) Hours and beyond 17(Seventeen) Hours will be treated as 2(Two) days.
- 14.10 Outstation booking – Minimum of 200(Two Hundred) KMs per day.
- 14.11 All claims including reimbursement of Parking Fee, Toll, Inter-State Permit Charges, etc. are to be supported by proper Receipt issued by concerned Authority.
- 14.12 **Only Reporting Time and Reporting Km should be specified in the Trip Sheets. Similarly, only the Closing Time and Closing KM should be specified in Trip Sheets. This should be strictly adhered in both Contractor’s as well as BHEL’s Trip Sheets. However, a Standard Time of One Hour (½ Hour for Onward and ½ Hour for Return) and a Standard Distance of 10(Ten) Kms (5 KMs for onward and 5 KMs for return), from the time/place of Shed and to the time/place of Reporting Point, shall be added in the Bill and the same would be passed for payment.** This would be allowed for both Monthly as well as Casual Vehicles.
- 14.13 The Bidder/s can quote for both the Casual Hire Vehicles (Annexure “B”) & Monthly Hire Vehicles (Annexure ‘C’) or they can quote for either one of the Category. However, the Bidder shall quote competitive rates in all Columns / Cells in Price Bids - Annexure-B **and / or** Annexure-C as applicable without which the offer(s) will be summarily rejected.

Place:

Signature of the Bidder

Date:

(Name & Address with Company Seal)