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TENDER SPECIFICATION

TENDER NO. BHEL/NR/SCT/ TAXI HIRING/927

FOR

“RATE CONTRACT FOR HIRING OF TAXIS ON DAILY BASIS.”

PART I – TECHNICAL BID



Bharat Heavy Electricals Limited
(A Govt. Of India Undertaking)
Power Sector – Northern Region,
Plot No. 25 , Sector - 16A ,
Distt. Gautam Budh Nagar, NOIDA – 201 301(INDIA)



**ISO 9001, ISO 14001,
OHSAS 18001 & SA 8000
certified company
SubContract Deptt.**

Bharat Heavy Electricals Limited
(A Govt. Of India Undertaking)
Power Sector – Northern Region,
Plot No. 25 , Sector - 16A ,
Distt. Gautam Budh Nagar, NOIDA – 201 301(INDIA)
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TENDER NO. BHEL/NR/SCT/ TAXI HIRING/927

IMPORTANT NOTE

PURCHASER OF THIS TENDER DOCUMENT IS ADVISED TO CHECK AND ENSURE COMPLETION OF ALL PAGES OF TENDER DOCUMENT AND REPORT ANY DISCREPANCY TIMELY FOR CORRECTIVE ACTION, IF ANY, TO THE ISSUING AUTHORITY BEFORE THE BIDS ARE SUBMITTED. ORIGINAL COPY OF TENDER DOCUMENT COMPLETE IN ALL RESPECTS MUST BE SUBMITTED BACK AS PART OF THE BID WITHOUT WHICH THE SAME IS LIABLE TO BE REJECTED BY BHEL.

THIS TENDER SPECIFICATION ISSUED TO:

M/S-----

Rev 01
1st Jun
2012

NOTICE INVITING TENDER

(Document No PS:MSX:NIT)

Bharat Heavy Electricals Limited



Ref: BHEL/NR/SCT/ TAXI HIRING/927

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NOTICE INVITING TENDER (NIT)

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

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To

Dear Sir/Madam

Sub : NOTICE INVITING TENDER

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

1.0 Salient Features of NIT

SL NO	ISSUE	DESCRIPTION	
i	TENDER NUMBER	BHEL/NR/SCT/ TAXI HIRING/927	
ii	Broad Scope of job	RATE CONTRACT FOR HIRING OF TAXIS ON DAILY BASIS	
iii	DETAILS OF TENDER DOCUMENT		
a	Volume-IA	<u>Technical</u> Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc	Not Applicable
b	Volume-IB	Special Conditions of Contract (SCC)	Applicable
c	Volume-IC	General Conditions of Contract (GCC)	Not Applicable
d	Volume-ID	Forms and Procedures	
e	Volume-II	Price Schedule (Absolute value).	Applicable
iv	Issue of Tender Documents	1. Sale from BHEL PS Regional office at : Start: 25.07.2013, Time: 09:00 Hrs. Closes: 16.08.2013 ,Time : 12:00 Hrs 2. From BHEL website (www.bhel.com) Tender documents will be available for downloading from website till due date of submission	Applicable/ Not applicable
v	DUE DATE & TIME OF OFFER SUBMISSION	Date: 16.08.2013, Time: 1500 Hrs. Place : Noida (UP)	Applicable
vi	OPENING OF TENDER	Date : 16.08.2013, <i>(within 2 hours of the latest due date and time of offer submission).</i> Notes: (1) In case the due date of opening of tender becomes a non-working day, then the due date & time of offer submission and opening of tenders get	Applicable

		<i>extended to the next working day. (2) Bidder may depute representative to witness the opening of tender</i>	
vii	EMD AMOUNT	Rs.1,00,000/-	Applicable
viii	COST OF TENDER	Rs 2000/-	Applicable/Not Applicable
ix	LAST DATE FOR SEEKING CLARIFICATION	Date: Along with soft version also, addressing to undersigned & to others as per contact address given below	Applicable/Not Applicable
x	SCHEDULE OF Pre Bid Discussion (PBD)	Date :	Applicable/Not applicable.
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)		Applicable/Not Applicable
xii	Latest updates	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (www.bhel.com -->Tender Notifications →View Corrigendums) and not in the newspapers . Bidders to keep themselves updated with all such information	

- 2.0 The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them, duly signed & stamped on each page, as part of offer. **Rates/Price including discounts/rebates, if any, mentioned anywhere/in any form in the techno-commercial offer other than the Price Bid, shall not be entertained.**
- 3.0 Unless specifically stated otherwise, bidder shall remit cost of tender and courier charges if applicable, in the form of Demand Draft drawn in favour of Bharat Heavy Electricals Ltd, payable at Power Sector Regional HQ at Noida issuing the Tender, along with techno-commercial offer. Bidder may also choose to deposit the Tender document cost by cash at the Cash Office as stated above against sl no iv of 1, on any working day; and in such case copy of Cash receipt is to be enclosed with the Techno Commercial offer. Sale of tender Documents shall not take place on National Holidays, holidays declared by Central or State Governments and BHEL PS HQ at Noida, Sundays and second/ last Saturdays
- 4.0 Unless specifically stated otherwise, bidder shall deposit EMD through Demand Draft/Pay Order in favour of Bharat Heavy Electricals Ltd, payable at Noida. For other details and for 'One Time EMD' please refer General Conditions of Contract.
- 5.0 **Procedure for Submission of Tenders:** The Tenderers must submit their Tenders to Officer inviting Tender, as detailed below:
- PART-I consisting of 'PART-I A (Techno Commercial Bid)' & 'PART-I B (EMD/COST of TENDER)' in two separate sealed and superscribed envelopes (ENVELOPE-I & ENVELOPE-II)
 - PART-II (Price Bid) – in sealed and superscribed envelope (ENVELOPE-III)
 - One set of tender documents shall be retained by the bidder for their reference
- 6.0 The contents for ENVELOPES and the superscription for each sealed cover/Envelope are as given below. **(All pages to be signed and stamped)**

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

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

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

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

	OUTER COVER	
	ENVELOPE-IV (MAIN ENVELOPE / OUTER ENVELOPE) superscribed as: TECHNO-COMMERCIAL BID, PRICE BID & EMD TENDER NO: NAME OF WORK: PROJECT: DUE DATE OF SUBMISSION:	
	CONTAINING THE FOLLOWING:	
i	○ Envelopes I ○ Envelopes II ○ Envelopes III	

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

- 7.0 Deviation with respect to tender clauses and additional clauses/suggestions in Techno-commercial bid / Price bid shall NOT be considered by BHEL. Bidders are requested to positively comply with the same.
- 8.0 BHEL reserves the right to accept or reject any or all Offers without assigning any reasons thereof. BHEL also reserves the right to cancel the Tender wholly or partly without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).

9.0 Assessment of Capacity of Bidders: NOT APPLICABLE

~~Bidders capacity for executing the job under tender shall be assessed 'LOAD' wise and 'PERFORMANCE' wise as per the following:~~

- I. ~~LOAD: Load takes into consideration ALL the contracts of the Bidder under execution with BHEL Regions, irrespective of whether they are similar to the tendered scope or not. The 'Load' is the sum of the unit wise identified packages (refer Table 1) for contracts with BHEL Regions. The cut off month for reckoning 'Load' shall be the month, two (2) months preceding the month corresponding to the 'latest date of bid submission', in the following manner:~~

~~(Note: For example if latest bid submission is in Aug 2011, then the 'load' shall be calculated upto and inclusive of June 2011)~~

- i). ~~Total number of Packages~~

~~Total number of Packages in hand = P~~

~~Where~~

- ~~• 'P' is the sum of all unit wise identified packages under execution with BHEL Regions as of the cut off month defined above, including packages yet to be commenced, excepting packages which are on HOLD due to reasons not attributable to Bidder..~~

- II. ~~PERFORMANCE: Here 'Monthly Performance' of the bidder for all the packages (under execution/ executed during the 'Period of Assessment' in all the Power Sector Regions of BHEL) SIMILAR to the packages covered under the tendered scope, excepting packages not commenced shall be taken into consideration. The 'Period of Assessment' shall be 6 months preceding the cut off month. The cut off month for reckoning 'Period of Assessment' shall be the month two (2) months preceding the month corresponding to the 'latest date of bid submission', in the following manner:~~

~~(Note: For example if 'latest date of bid submission' is in Aug 2011, then the 'performance' shall be assessed for a 6 month period upto and inclusive of June 2011, for all the unit wise identified packages (refer Table I)~~

- i). ~~Calculation of Overall 'Performance Rating' for 'similar Package/Packages' for the tendered scope under execution at Power Sector Regions for the 'Period of Assessment':~~

~~This shall be obtained by summing up the 'Monthly Performance Evaluation' scores obtained by the bidder in all Regions for all the similar Package/packages', divided by the total number of Package months for which evaluation should have been done, as per procedure below:~~

- a) ~~$P_1, P_2, P_3, P_4, P_5, \dots, P_N$ etc be the packages (under execution/ executed during the 'Period of Assessment' in all Regions) SIMILAR to the packages covered under the tendered scope, excepting packages not commenced. Total number of similar packages for all Regions = P_T (ie $P_T = P_1 + P_2 + P_3 + P_4 + \dots + P_N$)~~

- b) ~~Number of Months ' T_1 ' for which 'Monthly Performance Evaluation' as per relevant formats, should have been done in the 'Period of Assessment' for the corresponding similar package P_1 . Similarly T_2 for package P_2 , T_3 for package P_3 , etc for the tendered scope. Now calculate cumulative total months ' T_T ' for total similar Packages ' P_T ' for all Regions (i.e $T_T = T_1 + T_2 + T_3 + T_4 + \dots + T_N$)~~

- c) ~~Sum ' S_1 ' of 'Monthly Performance Evaluation' Scores ($S_{1.1}, S_{1.2}, S_{1.3}, S_{1.4}, S_{1.5}, \dots, S_{1.N}$) for similar package P_1 , for the 'period of assessment' ' T_1 ' (i.e $S_1 = S_{1.1} + S_{1.2} + S_{1.3} + S_{1.4} + S_{1.5} + \dots + S_{1.N}$). Similarly S_2 for package P_2 for period T_2 , S_3 for package P_3 for period T_3 , etc for the tendered scope for all Regions. Now calculate cumulative sum ' S_T ' of 'Monthly Performance Evaluation' Scores for total similar Packages ' P_T ' for all Regions (i.e ' $S_T = S_1 + S_2 + S_3 + S_4 + S_5 + \dots + S_N$)~~

- d) ~~Overall Performance Rating ' R_{BHEL} ' for the similar Package/Packages (under execution/ executed during the 'Period of Assessment') in all the Power Sector Regions of BHEL):~~

~~Aggregate of Performance scores for all similar packages in all the Regions~~

~~=~~

~~-~~

~~Aggregate of months for each of the similar package for which performance should have been evaluated in all the Regions~~

~~S_T~~

~~=~~

~~T_T~~

e) ~~Bidders to note that the risk of non evaluation or non availability of the 'Monthly Performance Evaluation' reports as per relevant formats is to be borne by the Bidder~~

f) ~~Table showing methodology for calculating 'a', 'b' and 'c' above~~

Sl no	Item Description	Details for all Regions							Total
(i)	(ii)	(iii)	(iv)	(v)	(vi)	(vii)	(viii)	(ix)	(x)
1	Similar Packages for all Regions → (under execution/ executed during period of assessment)	P_1	P_2	P_3	P_4	P_5	...	P_N	Total No of similar packages for all Regions = P_T ie Sum (Σ) of columns (iii) to (ix)
2	Number of Months for which 'Monthly Performance Evaluation' as per relevant formats should have been done in the 'period of assessment for corresponding similar Package' (as in row 1)	T_1	T_2	T_3	T_4	T_5	...	T_N	Sum (Σ) of columns (iii) to (ix) = T_T
3	Monthly performance scores for the corresponding period (as in Row 2)	S_{1-1T} S_{1-2T} S_{1-3T} S_{1-4T} ... S_{1-T1}	S_{2-1T} S_{2-2T} S_{2-3T} S_{2-4T} ... S_{2-T2}	S_{3-1T} S_{3-2T} S_{3-3T} S_{3-4T} ... S_{3-T3}	S_{4-1T} S_{4-2T} S_{4-3T} S_{4-4T} ... S_{4-T4}	S_{5-1T} S_{5-2T} S_{5-3T} S_{5-4T} ... S_{5-T5}		S_{N-1T} S_{N-2T} S_{N-3T} S_{N-4T} .. S_{N-TN}	-----
4	Sum of Monthly Performance scores of the corresponding Package for the corresponding period (as in row-3)	S_1	S_2	S_3	S_4	S_5	...	S_N	Sum (Σ) of columns (iii) to (ix) = S_T

ii) ~~Calculation of Overall 'Performance Rating' (R_{BHEL}) in case 'similar Package/Packages' for the tendered scope ARE NOT AVAILABLE, during the 'Period of Assessment':~~

This shall be obtained by summing up the 'Monthly Performance Evaluation' scores obtained by the bidder in all Regions for ALL the packages, divided by the total number of Package months for which evaluation should have been done. ' R_{BHEL} ' shall be calculated subject to availability of 'performance scores' for at least 6 'package months' in the order of precedence below:

- Period of Assessment.
- 12 months preceding the cut-off month
- 24 months preceding the cut-off month
- 36 months preceding the cut-off month

In case, R_{BHEL} cannot be calculated as above, then Bidder shall be treated as 'NEW VENDOR'. Further eligibility and qualification of this bidder shall be as per definition of 'NEW VENDOR' described in 'Explanatory Notes'

iii) Factor "L" assigned based on Overall Performance Rating (R_{BHEL}) at Power Sector Regions.:

Sl no	Overall Performance Rating (R_{BHEL})	Corresponding value of 'L'
1	≤ 60	NA
2	$> 60 \text{ and } \leq 65$	0.4
3	$> 65 \text{ and } \leq 70$	0.35
4	$> 70 \text{ and } \leq 75$	0.25
5	$> 75 \text{ and } < 80$	0.2
6	≥ 80	NA

III. 'Assessment of Capacity of Bidder':

'Assessment of Capacity of Bidder' is based on the Maximum number of packages for which a vendor is eligible, considering the performance scores of similar packages, as below:

Max number of packages $P_{Max} = (R_{BHEL} - 60)$ divided by corresponding value of 'L'
i.e. $(R_{BHEL} - 60)/L$

Note:

- In case the value of P_{Max} results in a fraction, the value of P_{Max} is to be rounded off to next whole number
- For $R_{BHEL} = 60$, $P_{Max} = '1'$
- For $R_{BHEL} \geq 80$, there will be no upper limit on P_{Max}

The Bidder shall be considered 'Qualified' as per 'Assessment of Capacity of Bidder' for the subject Tender if $P \leq P_{Max}$
(where P is calculated as per clause 9.1)

IV. Explanatory note:

- Similar package means Boiler or ESP or Piping or Turbine or Civil or Structure or Electrical or CI, etc at the individual level irrespective of rating of Plant, and irrespective of whether the subject tender is a single package or as part of combined/composite packages. Normally Boiler, ESP, Piping, Turbine, Electrical, CI, Civil, Structure, etc is considered individual level of package. For example in case the tendered scope is a Boiler Vertical Package comprising of Boiler, ESP and Power Cycle Piping (i.e the 'identified packages as per Table 1 below), the 'PERFORMANCE' part against sl no II above, needs to be evaluated considering all the identified packages (ie Boiler, ESP and Power Cycle Piping) and finally the Bidder's capacity to execute the tendered scope is assessed in line with III above
- Identified Packages (Unit wise)

Table-1

Civil	Electrical & CI	Mechanical
i). Enabling works ii). Pile and Pile Caps iii). Civil Works including foundations iv). Structural Steel Fabrication & Erection v). Chimney vi). Cooling Tower vii). Others (Civil)	i). Electrical ii). CI iii). Others (Elec & CI)	i). Boiler & Aux (All types including CW Piping if applicable) ii). Power Cycle Piping/Critical Piping iii). LP Piping iv). ESP v). Steam Turbine Generator set & Aux vi). Gas Turbine Generator set & Aux vii). Hydro Turbine Generator set & Aux viii). Turbo Blower (including Steam Turbine) ix). Material Handling x). Material Management

			xi). Material Handling & Material Management xii). Others (Mechanical)
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~~c) Bidders who have not been evaluated for at least six package months in the last 36 months in the online BHEL system for contractor performance evaluation in BHEL PS Regions, wef July'2010 shall be considered "NEW VENDOR".~~

~~A 'NEW VENDOR' shall be considered qualified subject to satisfying all other tender conditions~~

~~A 'NEW VENDOR' if awarded a job (of package/packages identified under this clause) shall be tagged as "FIRST TIMER" on the date of first LOI from BHEL.~~

~~The "FIRST TIMER" tag shall remain till execution of work for a period of not less than 09 months, from the commencement of work of first package~~

~~A Bidder shall not be eligible for the next job as long as the Bidder is tagged as "FIRST TIMER" excepting for the Tenders which have been opened on or before the date of the bidder being tagged as 'FIRST TIMER'.~~

~~After removal of 'FIRST TIMER' tag, the Bidder shall be considered 'QUALIFIED' for the future tenders subject to satisfying all other tender conditions including 'Capacity Evaluation of Bidders'.~~

~~d) In the unlikely event of all bidders shortlisted against Technical and Financial Qualification criteria not meeting the criteria on 'Assessment of Capacity of Bidders' detailed above, OR leads to a single tender response on applying the criteria of 'Assessment of Capacity of Bidders' or due to non-approval by Customer, then BHEL at its discretion reserves the right to consider the further processing of the Tender based on the **Overall Performance Rating 'R_{BHEL}'** only, starting from the upper band.~~

~~e) 'Under execution' shall mean works in progress as per the following:~~

~~i. up to Boiler Steam Blowing in case of Steam Generator and Auxiliaries~~

~~ii. upto Synchronisation in case of all other works excepting sl no (i) and (iii)~~

~~iii. Upto execution of at least 90% of anticipated contract value in case of Civil & Structures (unit wise), Enabling works and upto 90% of material unloading (in tonnage) as per the original contract in case of MM Package.~~

~~Note : BHEL at its discretion can extend (or reduce in exceptional cases in line with Contract conditions) the period defined against (i), (ii) and (iii) above, depending upon the balance scope of work to be completed.~~

~~f) Performance evaluation in CL 9 above is applicable to Prime bidder and consortium partner (or Technical tie up partner) for their respective scope of work.~~

10.0 Since the job shall be executed at site, bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation, applicable wage structure, wage rules, etc before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions.

- 11.0 For any clarification on the tender document, the bidder may seek the same in writing or through e-mail, as per specified format, within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay or any other delays. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.
- 12.0 BHEL may decide holding of pre-bid discussion [PBD] with all intending bidders as per date indicated in the NIT. The bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Bidders shall plan their visit accordingly. The outcome of pre-bid discussion (PBD) shall also form part of tender.
- 13.0 In the event of any conflict between requirement of any clause of this specification/ documents/drawings/data sheets etc or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting/submission of offer; else BHEL's interpretation shall prevail.
- 14.0 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.
- 15.0 ~~Bidders shall submit Integrity Pact Agreement (Duly signed by authorized signatory who signs in the offer), if applicable, along with techno-commercial bid. This pact shall be considered as a preliminary qualification for further participation. The names and other details of Independent External Monitor (IEM) for the subject tender is as given at point (1) above.~~
- 16.0 The Bidder has to satisfy the Pre Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of satisfying the Pre Qualification Criteria specified in this NIT as per Annexure-I (as applicable), past performance etc. and date of opening of price bids shall be intimated to only such bidders. BHEL reserves the right not to consider offers of parties under HOLD.
- 17.0 In case BHEL decides on a 'Public Opening', the date & time of opening of the sealed PRICE BID shall be intimated to the qualified bidders and in such a case, bidder may depute one authorised representative to witness the price bid opening. BHEL reserves the right to open 'in-camera' the 'PRICE BID' of any or all Unsuccessful/Disqualified bidders under intimation to the respective bidders.
- 18.0 Validity of the offer shall be for **90days** from the latest due date of offer submission (including extension, if any) unless specified otherwise.
- 19.0 BHEL reserves the right to decide the successful bidder on the basis of Reverse Auction process. In such case all qualified bidders will be intimated regarding procedure/ modality for Reverse Auction process prior to Reverse Auction and price will be decided as per the rules for Reverse Auction.
- However, if reverse auction process is unsuccessful as defined in the RA rules/procedures, or for whatsoever reason, then the sealed 'PRICE BIDS' will be opened for deciding the successful bidder. BHEL's decision in this regard will be final and binding on bidder.
- 20.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 21.0 In case the bidder is an "Indian Agent of Foreign Principals", 'Agency agreement has to be submitted along with Bid, detailing the role of the agent along with the terms of payment for agency commission in INR, along with supporting documents.
- 22.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.

- 23.0 Consortium Bidding (or Technical Tie up) shall be allowed only if specified in Pre Qualifying Requirement (PQR) criteria, and in such a case the following shall be complied with:
- 23.1 Prime Bidder and Consortium Partner or partners are required to enter into a consortium agreement with a validity period of six months initially. In case the consortium is awarded the contract, then the Consortium Agreement between the Prime Bidder and Consortium Partner or partners shall be extended till contractual completion period including extension periods if any applicable.
- 23.2 'Stand alone' bidder cannot become a **'Prime Bidder' or a 'Consortium bidder' or 'Technical Tie up bidder' in a consortium (or Technical Tie up) bidding**. Prime bidder shall neither be a consortium partner to other prime bidder nor take any other consortium partners. However, consortium partner may enter into consortium agreement with other prime bidders. In case of non compliance, consortium bids of such Prime bidders will be rejected.
- 23.3 Number of partners for a consortium Bidding (or Technical Tie up) shall be as specified in the PQR
- 23.4 Prime Bidder shall be as specified in the Pre Qualification Requirement, else the bidder who has the major share of work
- 23.5 In order to be qualified for the tender, Prime Bidder and Consortium partner or partners shall satisfy (i) the Technical 'Pre Qualifying Requirements' specified for the respective package, (ii) "Assessment of Capacity of Bidder" as specified in clause 9.0
- 23.6 Prime Bidder shall comply with additional 'Technical' criteria of PQR as defined in 'Explanatory Notes for the PQR'
- 23.7 Prime Bidder shall comply with all other Pre Qualifying criteria for the Tender unless otherwise specified
- 23.8 In case customer approval is required, then Prime Bidder and Consortium Partner or partners shall have to be individually approved by Customer for being considered for the tender.
- 23.9 Prime Bidder shall be responsible for the overall execution of the contract
- 23.10 In case of award of job, Performance shall be evaluated for Prime Bidder and Consortium Partner or partners for their respective scope of work(s) as per prescribed formats
- 23.11 In case the Consortium partner or partners back out, their SDs shall be encashed by BHEL. In such a case, other consortium partner or partners meeting the PQR have to be engaged by the Prime Bidder, and if not, the respective work will be withdrawn and executed on risk and cost basis of the Prime Bidder. The new consortium partner or partners shall submit fresh SDs as applicable.
- 23.12 In case the prime Bidder withdraws, the whole contract shall be considered cancelled and short closed.
- 23.13 After execution of work, the work experience shall be assigned to the Prime Bidder and the consortium partner or partners for their respective scope of work. After successful execution of two similar works with the same consortium partner or partners under direct orders of BHEL, the Prime Bidder shall be eligible for becoming a 'stand alone' bidder for similar works, subject to certification from BHEL about the active involvement of the Prime Bidder for satisfactory execution of the works.
- 23.14 The consortium partner shall submit SD equivalent to 2% of the total contract value in addition to the SD to be submitted by the prime Bidder for the total contract value. In case there are two consortium partners, then each partner shall submit SD equivalent to 1% of the total contract value in addition to the SD to be submitted by the prime Bidder for the total contract value.
- 23.15 In case of a Technical Tie up, all the clauses applicable for the Consortium partner shall be applicable for the Technical Tie up partner also

- 24.0 The bidder shall submit documents in support of possession of 'Qualifying Requirements' duly self-certified and stamped by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately.
- 25.0 The bidder may have to produce original document for verification if so decided by BHEL.
- 26.0 Order of Precedence
In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:
- a. Amendments/Clarifications/Corrigenda/Errata etc issued in respect of the tender documents by BHEL
 - b. Notice Inviting Tender (NIT)
 - c. Price Bid
 - d. Special Conditions of Contract (SCC) —Volume-I
 - e. Forms and Procedures —ANNEXURES

for BHARAT HEAVY ELECTRICALS LTD

(SCT)

Enclosure

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

ANNEXURE - 1**PRE QUALIFYING REQUIREMENTS**

JOB	RATE CONTRACT FOR HIRING OF TAXIS ON DAILY BASIS
TENDER NO	BHEL/NR/SCT/ TAXI HIRING/927

SL. NO.	PRE QUALIFICATION CRITERIA	Bidders claim in respect of fulfilling the PQR Criteria	
		Name and Description of qualifying criteria	Page no of supporting document
A	Submission of Integrity Pact duly signed (if applicable)	Not Applicable	
B	Assessment of Capacity of Bidder to execute the work as per SL No. 9.0 of NIT (if applicable)	Not Applicable	
C	<u>TECHNICAL</u> Bidder who wish to participate should have executed, during last three years , as on the latest date of Tender submission , works of similar nature covered in this tender as per the following: (i) One single work of similar nature valuing Rs. 96 lacs or above. "OR" (ii) Two works of similar nature valuing each of Rs. 60 lacs or above. "OR" (iii) Three works of similar nature valuing each of Rs. 48 lacs or above.	Applicable	
D	The Bidder should be having minimum 10 vehicles (Indigo/Swift Dzire/ Innova) registered on or after 31 Jan 2012 under Taxi permit in their name/firms name.	Applicable	
E		Applicable	
(i)	<u>FINANCIAL TURNOVER</u> Tenderers should have an average annual turnover minimum of Rs 36 Lac (Rs. Thirty Six Lacs only) based on the audited accounts of last three Financial Years (2009-2010, 2010-11, 2011-2012). Bidders shall submit audited annual accounts (balance sheets and profit & loss account) in support of this.		
(ii)	Networth: Net worth of the bidders based on the latest audited accounts as furnished for E (i) above should be positive.		

(iii)	Profit: Bidder must have earned cash profit in any one of three financial years as applicable in the last three years defined in E (i) above based on latest audited accounts.		
	<u>Explanatory Notes for QR 'C'</u> 1. For QR C(i), C(ii) & C(iii) above the word 'Executed 'means the bidder should have achieved the criteria, specified in the QR, even if the total contract has not been completed or closed. 2. If the Qualifying work is executed in the last three years period, as specified above, even if it has been started earlier, the same will also be considered meeting the qualifying requirements. 3. Relevant documents, meeting above requirements at C, D & E shall be submitted by bidders. 4. Similar nature of work means providing taxis on hire.		

BIDDER SHALL SUBMIT ABOVE PRE-QUALIFICATION CRITERIA FORMAT, DULY FILLED-IN, SPECIFYING RESPECTIVE ANNEXURE NUMBER AGAINST EACH CRITERIA AND FURNISH RELEVANT DOCUMENT INCLUSIVE OF WORK ORDER AND WORK COMPLETION CERTIFICATE ETC IN THE RESPECTIVE ANNEXURES IN THEIR OFFER.

ANNEXURE - 2**CHECK LIST****NOTE: - Tenderers are required to fill in the following details and no column should be left blank**

1	Name and Address of the Tenderer		
2	Details about type of the Firm/Company		
3.a	Details of Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No:	
3.b	Details of alternate Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No:	
4	EMD DETAILS	DD No: Date : Bank : Amount: Please tick (☒) whichever applicable:- ONE TIME EMD / ONLY FOR THIS TENDER	
5	Validity of Offer	TO BE VALID FOR 90 DAYS FROM DUE DATE	
		APPLICABILITY (BY BHEL)	ENCLOSED BY BIDDER
6	Whether the format for compliance with PRE QUALIFICATION CRITERIA (ANNEXURE-I) is understood and filled with proper supporting documents referenced in the specified format	Applicable	YES / NO
7	Audited profit and Loss Account for the last three years	Applicable/Not Applicable	YES/NO
8	Copy of PAN Card	Applicable/Not Applicable	YES/NO
9	Whether all pages of the Tender documents including annexures, appendices etc are read understood and signed	Applicable/Not Applicable	YES/NO
10	Integrity Pact	Applicable/Not Applicable	YES/NO
11	Declaration by Authorised Signatory	Applicable/Not Applicable	YES/NO
12	No Deviation Certificate	Applicable/Not Applicable	YES/NO
13	Declaration confirming knowledge about Site Conditions	Applicable/Not Applicable	YES/NO
14	Declaration for relation in BHEL	Applicable/Not Applicable	YES/NO
15	Non Disclosure Certificate	Applicable/Not Applicable	YES/NO
16	Bank Account Details for E-Payment	Applicable/Not Applicable	YES/NO
17	Capacity Evaluation of Bidder for current Tender	Applicable/Not Applicable	YES/NO

18	Tie Ups/Consortium Agreement are submitted as per format	Applicable/Not Applicable	YES/NO
19	Power of Attorney for Submission of Tender/Signing Contract Agreement	Applicable/Not Applicable	YES/NO
20	Analysis of Unit rates	Applicable/Not Applicable	YES/NO

NOTE: STRIKE OFF 'YES' OR 'NO', AS APPLICABLE. TENDER NOT ACCOMPANIED BY THE PRESCRIBED **ABOVE APPLICABLE DOCUMENTS** ARE LIABLE TO BE SUMMARILY REJECTED.

DATE :
SIGNATORY

AUTHORISED

**FOR OFFICIAL USE ONLY
NOT FOR PUBLICATION**

**TENDERER'S COPY
ORIGINAL COPY**

TENDER SPECIFICATION

TENDER NO. BHEL/NR/SCT/ TAXI HIRING/927

FOR

"RATE CONTRACT FOR HIRING OF TAXIS ON DAILY BASIS."

PART I – TECHNICAL BID



**Bharat Heavy Electricals Limited
(A Govt. Of India Undertaking)
Power Sector – Northern Region,
Plot No. 25 , Sector - 16A ,
Distt. Gautam Budh Nagar, NOIDA – 201 301.INDIA**



**ISO 9001, ISO 14001,
OHSAS 18001 & SA
8000 certified company
SubContract Deptt.**

ANNEXURE-B

Bharat Heavy Electricals Limited
(A Govt. Of India Undertaking)
Power Sector – Northern Region,
Plot No. 25 , Sector - 16A ,
Distt. Gautam Budh Nagar, NOIDA – 201 301(INDIA)
Phone: 0091-0120- 2416513/2416273
Fax 091-0120-2416528
Email: prashant@bhelsnr.co.in/ swapan@bhelsnr.co.in

TENDER NO. BHEL/NR/SCT/ TAXI HIRING/927

IMPORTANT NOTE

PURCHASER OF THIS TENDER DOCUMENT IS ADVISED TO CHECK AND ENSURE COMPLETION OF ALL PAGES OF TENDER DOCUMENT AND REPORT ANY DISCREPANCY TIMELY FOR CORRECTIVE ACTION, IF ANY, TO THE ISSUING AUTHORITY BEFORE THE BIDS ARE SUBMITTED. ORIGINAL COPY OF TENDER DOCUMENT COMPLETE IN ALL RESPECTS MUST BE SUBMITTED BACK AS PART OF THE BID WITHOUT WHICH THE SAME IS LIABLE TO BE REJECTED BY BHEL.

THIS TENDER SPECIFICATION ISSUED TO:

M/S-----

TENDER NO. BHEL/NR/SCT/ TAXI HIRING/927	
SPECIAL CONDITIONS OF CONTRACT	PAGE 3 OF 16

TECHNO-COMMERCIAL TERMS AND CONDITIONS FOR HIRING OF TAXIS ON DAILY BASIS

TECHNO-COMMERCIAL SPECIFICATION (TERMS & CONDITIONS)

1. GENERAL:

BHEL-PSNR has requirement of Registered AC Taxis of **three different segments (Tata Indigo/ Swift Dzire/ Innova)** for Sr. Executives, Guests and employees including occasional requirement of taxis for local & outstation journeys on **DAILY** rate contract basis. BHEL-PSNR, therefore, intends to empanel reputed Taxi Operator/ Contractor on daily rate contract basis for a period of two years from the date of LOI.

2. SCOPE OF WORK:

2.1 The Contractor shall provide Registered AC Taxis of **three different segments (Tata Indigo/ Swift Dzire/ Innova)** of diesel model not more than 18 months old (Date of Registration not before 31 Jan 2012). The cars shall be provided at our office premises at BHEL-PSNR building, Plot No. 25, Sector-16A, Filmcity, Noida or at any other place intimated to the Contractor for travel within or outside Delhi. In case of urgency, BHEL may accept non-commercial taxis.

2.2 The contractor shall provide on **DAILY** rate contract basis 'as and when required'.

The anticipated business volume during the contract period of two years towards hiring of taxis shall be as per indent in respect of Hiring of Taxis for BHEL-PSNR Office.

The above figure is indicative for this tender only & does not guarantee the business volume for the contract period of two years. This may increase or decrease depending upon BHEL-PSNR actual requirements.

2.3 The contractor shall provide drivers with adequate knowledge of reading, writing and speaking English/Hindi and in proper uniform having knowledge of different routes as well as minor repair of cars and holding valid driving license. The drivers deputed for duty should be polite and must possess positive attitude in discharging their duty. The reporting time, place, address etc. should be strictly followed by Contractor.

2.4 The vehicles provided by the contractor must be in excellent condition and must have proper and complete documents such as RC book/ Insurance/ Road Tax Receipt/ Border Tax in original. The vehicles should comply strictly with the provision of pollution control in line with the directions of Supreme Court regarding pollution norms and regulations from time to time and should also comply with statutory regulations issued by State Transport Authorities/ Central Government. BHEL shall in no way be responsible for any liability arising due to non-compliance of statutory requirements/ regulations w.r.t. the vehicle as well as the driver. The

TENDER NO. BHEL/NR/SCT/ TAXI HIRING/927	
SPECIAL CONDITIONS OF CONTRACT	PAGE 4 OF 16

contractor must also provide a mobile phone to the driver of the vehicle sent for duty.

- 2.5** The contractor should be capable of providing taxis round the clock even at the short notice of half an hour. However, in general sufficient time will be given, but in quite often incidences taxis should have to be provided at a notice of half an hour.
In case of non-availability of requisitioned car, it will be the responsibility of the Contractor to provide higher segment cars [not more than 18 months old (Date of Registration not before 31 Jan 2012)] at the same rate.
- 2.6** The contractor shall maintain the log sheet/ duty slip as per Performa enclosed for every trip/ requisition. The log sheet/ duty slip should be got signed by the driver from the user at the end of each journey which would indicate the opening and the closing meter reading with point of starting/ ending the journey by the user.
- 2.7** In case of breakdown/ servicing/ repair, the contractor shall provide alternate vehicle of the same make & model within one hour, failing which the vehicle shall be hired from other sources at the risk and cost of the contractor.
- 2.8** **Charges on the principle of "Garage-to-Garage" basis as per actual distance will be permissible in respect of the journeys starting from places other than BHEL-PSNR building at Noida.**

However, the journeys starting from and up to BHEL-PSNR building, garage-to-garage KMs for each side would be restricted to maximum of 10 KMs or the actual distance between BHEL-PSNR building at Noida and the garage of the contractor, whichever is lower.
- 2.9** Details of payment on account of extra hours & extra usage charges are given in the price bid format.
- 2.10** BHEL reserves the right to verify the correctness of any of the document like Service Tax Registration no., Vehicle Registration Certificate, etc. submitted by the bidder and also the fleet.

3. COMMERCIAL TERMS AND CONDITIONS

3.1 EARNEST MONEY DEPOSIT

Rs.1,00,000/- (Rupees One Lac only) as Earnest Money should accompany the techno-commercial bid in the form of either banker's cheque, pay order or demand draft drawn in favour of "**Bharat Heavy Electricals Limited**" payable at **Noida**. Tender not accompanied with **EMD** will not be accepted and shall not be considered for further evaluation.

No interest shall be payable on EMD amount.

The **EMD** shall be forfeited in case of:

TENDER NO. BHEL/NR/SCT/ TAXI HIRING/927	
SPECIAL CONDITIONS OF CONTRACT	PAGE 5 OF 16

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

The **EMD** shall be returned within a reasonable time to the unsuccessful bidders after acceptance of the award of the contract/ execution of work by the successful tenderer. The EMD of successful bidders can be adjusted or converted against the **Security Deposit**.

3.2 RATE & PRICE VARIATION:

In case of award of contract, the hiring charges shall be subject to price adjustment, price variation due to increase/ decrease in the prices of fuel (normal diesel as available in the Petrol Pumps in **Noida**) shall be effective from the date of variation in the price of diesel as per formula given below:

$$\text{Price adjustment on Hiring Charges} = \frac{(\text{Revised rate of diesel} - \text{Base rate of diesel on the date of Original tender submission}) \times 0.60 \times 100}{\text{Base rate of diesel on the date of Original tender Submission}}$$

Price Variation clause shall not be applicable for other items i.e. Extra Charges per Hour and Night Halt Charges per Night. With the applicability of above price adjustment, contractor shall not be entitled for any other compensation, however steep the price hike may be.

3.3 VALIDITY OF RATES:

The quotation will remain valid for a period of 90 days from the date of opening of Part-I tender (Techno-Commercial Bid).

3.4 VALIDITY OF CONTRACT:

The contract will be valid for a period of **two years**. The same may however be extended further for a period of **one year/ part thereof** with mutual agreement, in writing, on the same rate and terms & conditions based on the performance of contractor.

3.5 TERMINATION OF CONTRACT:

Notwithstanding anything contained in any other clause, should the agency in any manner fail to perform the obligations under the agreement or its performance in the opinion of BHEL is unsatisfactory then in that case, BHEL may without prejudice to its other rights and remedies terminate this agreement forthwith without assigning any reason whatsoever, by giving 15 days notice in writing. The notice will be deemed to have been served as and when sent to the address given in the offer.

TENDER NO. BHEL/NR/SCT/ TAXI HIRING/927	
SPECIAL CONDITIONS OF CONTRACT	PAGE 6 OF 16

On the expiry of the agreement or earlier termination of it, the agency shall deliver to BHEL all materials, paper etc. and all other things belonging to or entrusted by BHEL to the agency.

3.6 SECURITY DEPOSIT(SD):

3.6.1 The successful tenderer shall deposit the security deposit of Rs. 1 Lacs.

3.6.2 The security Deposit should be furnished before start of the work by the contractor.

3.6.3 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 for Security Deposit shall be in the prescribed formats
- 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 deposited in any form as prescribed before start of the work and the balance 50% may be recovered from the running bills.
- viii) EMD of the successful bidder can be converted and adjusted against the cash portion of Security Deposit excepting for such bidders who have remitted One Time EMD.

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.

3.6.4 The Security Deposit shall not carry any interest.

3.6.5 In case the value of work exceeds / reduces from the awarded / accepted value, the Security Deposit shall be correspondingly enhanced / reduced as given below:

- i) The enhanced part of the Security Deposit shall be immediately deposited by the Contractor or adjusted against payments due to the Contractor.
- ii) There will be no reduction in Security Deposit value in case of variation in contract value upto the lower limit specified in Quantity variation clause. In case of reduction of contract value beyond the lower limit specified in Quantity Variation clause, then the Security Deposit shall be re adjusted in proportion.
- iii) In case of reduction, the reduced Contract value shall be certified by BHEL

TENDER NO. BHEL/NR/SCT/ TAXI HIRING/927	
SPECIAL CONDITIONS OF CONTRACT	PAGE 7 OF 16

Construction Manager after ascertaining / freezing of BOQ / Drawings from the Design / Engineering Centre. The reduced Security Deposit value can only be considered after taking into account the adequacy of the securities held by BHEL to meet the liabilities of the contractor for the contract, and the performance of the contract in general. In such cases, the revised value of Security Deposit shall be worked out only after execution of not less than the lower limit of the revised scope of work/contract value as per quantity variation clause, and as certified by Construction Manager. This reduction in value of Security Deposit shall not entitle the contractor to any amendment of Contract and shall be operated at the discretion of BHEL

- iv) Contract value for the purpose of operating the reduced/increased value of Security Deposit due to Quantity Variation, shall be exclusive of Price Variation Clause, Over Run Compensation and Extra works done on manday rates.

3.6.6 The validity of Bank Guarantees towards Security Deposit shall be initially upto the completion period as stipulated in the Letter of Intent/Award + 3 months, and the same shall be kept valid by proper renewal till the acceptance of Final Bills of the Contractor, by BHEL

3.6.7 BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the Contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off the Security Deposit against any claims of other contracts with BHEL.

3.6.8 RETURN OF SECURITY DEPOSIT

Security Deposit shall be refunded/Bank Guarantee(s) released to the Contractor along with the 'Final Bill' after deducting all expenses / other amounts due to BHEL under the contract / other contracts entered into with them by BHEL.

3.7 TERMS OF PAYMENTS:

In case of award of work, the payment will generally be made on a monthly basis within 30 days after receipt of the computerized/ manual bill in duplicate & verification within BHEL by actual user & certification by Officer-in-Charge for satisfactory completion of work. No advance money will be paid under any circumstances. Also no interest will be paid due to delay in making the payment.

The bills in duplicate along with log sheets/duty slips duly signed by the user of the vehicle or his representative should be sent to BHEL for its payment. It should be ensured that there is no overwriting in the log sheet/duty slip. Log sheet/duty slip without signature of the user at the specified places shall not be accepted for payment.

The maintenance cost, charges of fuel, road tax, insurance, challans, salary of the driver, the overtime of driver etc. are the responsibility of the contractor and will be borne by the contractor. BHEL will, however, reimburse toll taxes, state levies/ taxes for outstation journeys at actual on submission of receipts in original receipt along with the bill.

Parking charges, Toll Tax, Service Tax and DND payments (without service tax), as applicable from time to time shall also be payable at actual against production of original

TENDER NO. BHEL/NR/SCT/ TAXI HIRING/927	
SPECIAL CONDITIONS OF CONTRACT	PAGE 8 OF 16

receipt along with the bill. In case of hiring of commercial vehicles for use in NCR on daily basis, state entry taxes/levies (without service tax) shall also be payable at actual against production of original receipt along with the bill.

3.8 INSURANCE:

The vehicle provided must be fully and comprehensively insured (latest copy of insurance cover to be enclosed).

3.9 TAXES & DUTIES:

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

However, provisions regarding Service Tax on output services shall be as per following clauses:

3.9.1 Service Tax & Cess on Service Tax:-

Service Tax and Cess on Service Tax as applicable on output Services are excluded from contractor's scope; therefore contractor's price/rates shall be exclusive of Service Tax and Cess on Output Services. Contractor shall obtain prior written consent of BHEL before billing the amount towards such taxes.

Contractor shall submit to BHEL documentary evidence of Service Tax registration certificate specifying name of services covered under this contract

For the purpose of claiming any Service Tax from BHEL, the following procedure shall be adopted:

Contractor shall submit serially numbered Service Tax and Cess Invoices, signed by him or a person authorized by him in respect of taxable service provided, and shall contain the following, namely:

1. The name, address and registration number of the contractor
2. The name and address of the party receiving taxable service (BHEL)
3. Description, classification and value of taxable service provided and
4. The Service Tax payable thereon.

All the four conditions shall be fulfilled in the invoice for payment of Service Tax by BHEL. Where more than one nature of Service under Service Tax Rules is involved, the invoice mentioned above shall contain the break up of all values for each nature of Service

An abatement of 60% in taxable service of Renting of any motor vehicle is available on the condition that the contractor has not availed CENVAT credit on inputs and capital goods and input services, used for providing the taxable service, has not been taken under the provisions of the CEVAT Credit Rules, 2004. The Contractor shall provide a declaration issued, to the effect that he has not availed CENVAT credit on inputs and capital goods and input services, used for providing the taxable service, under the provisions of the CEVAT Credit Rules, 2004.

3.9.2 Tax Deduction at Source:-

TENDER NO. BHEL/NR/SCT/ TAXI HIRING/927	
SPECIAL CONDITIONS OF CONTRACT	PAGE 9 OF 16

Tax shall be deducted at source from the running bill as per applicable Income Tax Rules and other statutory requirements.

3.9.3 New Taxes/Levies:

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

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

No reimbursement/recovery on account of increase/reduction in the rate of taxes, levies, duties etc. on input goods/services/work shall be made. Such impact shall be taken care of by the Price Variation/Adjustment Clause (PVC) if any.

3.10 DEVIATION:

The contractor must comply with the tender specification and all terms and conditions of contract. No deviation shall normally be entertained. BHEL reserves the right to reject any or all quotations without assigning any reason whatsoever.

3.11 PAYMENT TO DRIVER:

Contractor shall be solely responsible for payment of wages/ salaries and allowances to his personnel that might become applicable under any act or order of Govt. from time to time during the validity of contract. BHEL shall have no liability whatsoever on this account (i.e. Statutory compliance with regard to vehicle and also the driver deployed including the wages, allowances, insurance and extra hours charges etc. of the driver deployed).

4. PAYMENTS FOR LOCAL JOURNEYS:

The payment for local journeys will be regulated on the following basis:

- a) **For journeys up to 40 KMs & 4 hrs:** The payment will be regulated on the itemized rates finalized in the Price Bid.
- b) **For journeys beyond 40 KMs and up to 80 KMs or beyond 4 hrs and up to 8 hrs:** The payment for the journeys beyond 40 KMs and up to 80 KMs or beyond 4 hrs and up to 8 hrs, will be regulated on the itemized rates finalized for 40 KMs & 4 hrs of the Price Bid. In addition, the amount payable for extra KM charges & extra hour charges will be calculated and payment will be made.
- c) **For journeys beyond 80 KMs & 8 hrs:** For the journeys beyond 80 KMs & 8 hrs., the payment will be regulated on the itemized rates finalized for 80 KMs & 8 hrs of the Price Bid. In addition, the amount payable for extra KM charges & extra hour charges will be calculated and payment will be made.

TENDER NO. BHEL/NR/SCT/ TAXI HIRING/927	
SPECIAL CONDITIONS OF CONTRACT	PAGE 10 OF 16

5. PAYMENT FOR OUTSTATION JOURNEYS:

For outstation journeys payment will be restricted to actual KM travelled or 200 KMs per day whichever is higher. Per KM rate & night halt charges finalized in the Price Bid will also be applicable for payment of outstation journeys.

Night halt charges will be made for daily as well as outstation journeys only. NCR (Noida, Gurgaon, Delhi, Faridabad, Ghaziabad, Bawana, Jhajjar and other adjoining towns) will not be considered as "outstations".

6. EVALUATION CRITERIA:

- a) BHEL's "Schedule of Hiring Rates" for different model cars is enclosed (Reference Annexure-I).
- b) Bidders shall quote the rates as per Price Bid Performa (Annexure-I).
- c) The bidders are required to fill % Above OR below OR same in the box provided in the Format. Bidders may please note that they have to fill only one % figure, i.e. either for % Above OR below OR Zero which will be applicable for all model cars required in DAILY basis.
- d) Technical Bids submitted by the tenderer will be opened first and evaluated for fulfilling the Pre-Qualification Criteria and other conditions in NIT/ Tender documents, based on documentary evidences submitted along with the offer.
- e) Price Bids of shortlisted bidders shall only be opened either through the conventional price bid opening or through electronic Reverse auction, at the discretion of BHEL.
- f) Price Bids of unqualified bidders shall not be opened. Reasons for rejection shall be intimated in due course after issue of LOI/LOA to successful bidder and receipt of unconditional acceptance from the successful bidder.

7. PENALTY:

Penalty @ Rs. 500/- shall be enforced in the event of refusal by the contractor to provide the required vehicle on third refusal and on every subsequent refusal in a month.

8. ARBITRATION:

In the event of any dispute or difference whatsoever arising under this contract or in connection therewith including any dispute relating to existing meaning and interpretation of this contract, the same shall be referred for arbitration by BHEL. The arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act 1996.

TENDER NO. BHEL/NR/SCT/ TAXI HIRING/927	
SPECIAL CONDITIONS OF CONTRACT	PAGE 11 OF 16

Annexure-I

CERTIFICATE OF DECLARATION FOR CONFIRMING THE KNOWLEDGE OF SITE CONDITIONS

We,.....Hereby declare and confirm that we have visited the project site under the subject namely,and acquired full knowledge and information about the site conditions, wage structure, Industrial climate and total work involved. We further confirm that the above information is true and correct and we will not raise any claim of any nature due to lack of knowledge of site condition.

Tenderer's Name and Address.

Place: (Signature of the Tenderer's With stamp)

Date:

TENDER NO. BHEL/NR/SCT/ TAXI HIRING/927	
SPECIAL CONDITIONS OF CONTRACT	PAGE 12 OF 16

ANNEXURE-II

NON DISCLOSURE AGREEMENT

Memorandum of Understanding

BHEL PSNR is committed to Information Security Management System as per Information Security Policy.

M/s.....

providing.....service to BHEL PSNR, Noida hereby undertake to comply with the following in line with Information Security Policy of BHEL PSNR;

- **To maintain confidentiality of documents & information which shall be used during the execution of the Contract.**
- **The documents & information shall not be revealed to or shared with third party which shall not be in the business interest of BHEL PSNR.**

(M/s BHEL, PSNR)

(M/s.....)

TENDER NO. BHEL/NR/SCT/ TAXI HIRING/927	
SPECIAL CONDITIONS OF CONTRACT	PAGE 13 OF 16

ANNEXURE-III

FORMAT FOR E-PAYMENT DETAILS : - BHEL-PSNR-NOIDA

(To be given in Company letterhead)

Beneficiary Name :

Bank Name & Branch :

M ICR Code (9 Digit) :

IFSC CODE :
(VALID FOR NEFT)

Beneficiary Account No. :

Beneficiary E-mail ID :
(for payment confirmation)

TENDER NO. BHEL/NR/SCT/ TAXI HIRING/927	
SPECIAL CONDITIONS OF CONTRACT	PAGE 14 OF 16

ANNEXURE - IV

FORMAT OF UNDERTAKING (To be submitted in the bidder's letter head)

REF:

Dt.

**Bharat Heavy Electricals Limited
Power Sector – Northren Region,
Plot No. 25 , Sector - 16A ,
Distt. Gautam Budh Nagar,
NOIDA – 201 301(INDIA)**

Sub.: Tender for “RATE CONTRACT FOR HIRING OF TAXIS ON DAILY BASIS”.

Dear Sirs,

With reference to above, this is to confirm that as per tender conditions, we have visited Anpara site before submission of our offer and noted the job content & site conditions etc.

We also confirm that we have not changed / modified the tender documents as appeared in the website and in case of observance at any stage, it shall be treated as null and void. We hereby confirm that we have not taken any deviation from tender clauses together with other references as enumerated in the above referred NIT and confirm our acceptance to reverse auctioning process and we hereby convey our unqualified acceptance to all terms and conditions as stipulated in the tender and NIT. In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null & void.

We confirm to have submitted offer strictly in accordance with tender instructions.

Thanking you,

Yours faithfully,

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

TENDER NO. BHEL/NR/SCT/ TAXI HIRING/927	
SPECIAL CONDITIONS OF CONTRACT	PAGE 15 OF 16

ANNEXURE – V

GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION (RA)

Against this enquiry for the subject item / system with detailed scope of supply as per our tender specification, BHEL-PSNR, NOIDA may resort to "REVERSE AUCTION PROCEDURE" i.e. **ONLINE BIDDING on INTERNET.**

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
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 BHEL decides to conduct reverse auction, BHEL's service provider shall contact the vendor directly and impart them the training.
4. Business rules like event date, time, start price, bid decrement, extensions, etc. also will be communicated through service provider for compliance.
5. Vendors have to fax the compliance form in the prescribed format (provided by service provider) before start of Reverse auction. Without this the vendor will not be eligible to participate in the event.
6. Total Price quoted shall be inclusive of all taxes except service tax in line with the NIT conditions for the subject work in Indian Rupees (INR), which is to be worked out as per the BOQ (Rate Schedule) given in tender enquiry and subsequent changes made, if any. EXCEL Sheet shall be provided, if applicable.
7. Reverse auction will be conducted on schedule date & time.
8. At the end of reverse auction event, the lowest bidder value will be known on the network.
9. The lowest bidder has to fax the duly signed filled-in prescribed format as provided on case-to-case basis to BHEL through service provider after completion of event on the same day preferably.
10. Any variation between the on-line bid value and signed document especially if the on line opening bid, the bidder shall liable be disqualified from the tender.
11. The bidder shall submit break –up price of the opening bid given by them to the service provider in soft form as per BOQ cum Rate Schedule format of the NIT giving an undertaking that all the items of the BOQ cum Rate Schedule have been quoted by them. Responsibilities of omission, if any, will be to bidders account. The break up price sheet shall be submitted to service provider before start of Dynamic Reverse Auction. BHEL reserves the right to cancel Reverse Auction (RA) without assigning any reasons and resort to considering the sealed bids submitted by vendor for processing and finalizing the tender.
12. 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 standard practice.

TENDER NO. BHEL/NR/SCT/ TAXI HIRING/927		
SPECIAL CONDITIONS OF CONTRACT		PAGE 16 OF 16

ANNEXURE - VI

Authorization of representative who will participate in the on line Reverse Auction Process;

1	NAME & DESIGNATION OF OFFICIAL	
2	POSTAL ADDRESS (COMPLETE)	
3	TELEPHONE NOS. (LAND LINE & MOBILE BOTH)	
4	FAX NO.	
5	E-MAIL ADDRESS	
6	NAME OF PLACE/ STATE/ COUNTRY, WHEREFROM S/HE WILL PARTICIPATE IN THE REVERSE AUCTION	