



BHARAT HEAVY ELECTRICALS LIMITED
CORPORATE (HR – GAX)
BHEL HOUSE, SIRI FORT, NEW DELHI – 110049.

PH: 011-66337436
e-mail: habib@bhel.in

Bharat Heavy Electricals Limited
भारत हेवी इलेक्ट्रिकल्स लिमिटेड



Corporate Administration
कॉर्पोरेट प्रशासन

BHEL HOUSE, ASIAN GAMES VILLAGE COMPLEX
SIRI FORT, NEW DELHI - 110 049
Tel: -011-66337438

Limited Tender enquiry issued to

- 1. M/s LD Tourist Taxi Service**
- 2. M/s Avtar Travels**
- 3. M/s GTB Tours and Travels**
- 4. M/s Hind Tours & Travels**
- 5. M/s Ajit Tourist Taxi Service**

for

Hiring of Taxies on monthly basis at BHEL House, Siri Fort, New Delhi for a period of 03 months.

NIT No.- AA:GAX:22:DH:103; Date: 09.11.2022

Prepared By:

Approved By:

Last Date for Submission: Date 14.11.2022
UPTO 15:00 Hrs.



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Notice Inviting Tender

NIT No.- AA: GAX:22: DH:103; Date: 09.11.2022

Sealed tender is invited for the below mentioned work. Tender is invited in two part bid system in a sealed envelope, submitted on or before the specified date and time (mentioned below) at the address specified in the tender document.

Sl. No.	Name of work	Contract period	Last date and time of submission of tender	Date and time of opening of Tender	Tender submission venue
1.	Hiring of Taxies on monthly basis at BHEL House, Siri Fort, New Delhi for a period of 03 months..	03 months from the date of Award of Work	14.11.2022 Up to 15:00 Hrs.	14.11.2022 at 15:30 Hrs.	Tender Box at Ground Floor Rear Block Entrance Lobby, BHEL House, Siri Fort, New Delhi-110049

- For detail, refer tender documents.
- Tender documents can be downloaded from BHEL web site (www.bhel.com) or from CPP portal (<http://eprocure.gov.in>). All subsequent corrigendum/amendment shall be published only on website and not in press. Hence, bidders are advised to always be in touch with our said website until the tender is finally opened.
- Late Tender is liable for rejection.
- BHEL reserves the right to accept or reject the bid or cancel or withdraw the invitation of tender without assigning any reason whatsoever and in such case no bidder / intending bidder shall have any claim arising out of such action by BHEL.
- For Penalty refer tender documents.
- In case of any clarification the bidder can contact undersigned on Telephone No.-011-66337436 or at e-mail: habib@bhel.in.

Sr. Manager/HR-GAX & ISMG



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General Conditions of Contract (GCC)

CHAPTER-1

General Instructions to Tenderer

CHAPTER-2

General Terms and Conditions



CHAPTER -1

1. GENERAL INSTRUCTION TO TENDERER

1.1. DISPATCH INSTRUCTION

- 1.1.1. All pages of the tender documents shall be duly signed, stamped and submitted along with the offer in token of complete acceptance thereof. The information furnished shall be complete by itself. The bidder is required to furnish all the details and other documents as per the tender terms & conditions.
- 1.1.2. Documents not signed & stamped by the authorized signatory of the bidder shall not be accepted and considered for evaluation of bid. Any additional documents submitted by the bidder during processing of tender or after placement of order, shall not be accepted unless it is submitted duly signed & stamped as mentioned above.
- 1.1.3. The above requirement is equally applicable even if the documents are received in soft form. In such cases, Documents / Clarifications received through e-mails should be from the registered e-mail ID of the bidder.
- 1.1.4. All documents submitted by the bidder in his submission shall be accompanied with a covering letter giving index interlinking all the documents, which shall be numbered page wise.
- 1.1.5. COMMUNICATION & CORRESPONDENCE: Bidder has to provide at least one valid email ID for fast communications. Two email IDs are desirable. All communications related to the tender shall be sent to these email IDs and hard copies will not be sent. Such communication(s) shall be deemed as delivered and final. Bidder has to regularly view their email and also remain in touch with the Notice Inviting Authority to remain updated. Non-viewing of e-mail or non-functioning of Internet & PC will not be entertained as a reason for no-response to any official communication. Two Mobile phones numbers should also be provided for communication / reminder(s). Such phones should be promptly attended. If due to any reason, bidder / authorized representative is unable to attend a call, he/she should revert to BHEL officials as soon as possible on the same day or, at the maximum, on the next working day. Any change in e-mail ID should be properly communicated in person, e-mail & hard copy. Later, during the execution of contract as well, non-response to a communication calling for action, shall be deemed to be a deliberate violation of contract condition and may invite suitable penalty for respective violation as per penalty causes.
- 1.1.6. Bidder are advised to study complete tender documents carefully. Submission of tender by any bidder shall be deemed to have been done after careful study, examination of the tender document and with the full understanding of the implications thereof. If the bidder has any doubt about the meaning of any portion of the tender specification or find discrepancies or omissions in the tender document issued or require clarification on any of the technical aspects, scope of work etc., he/she shall at once, contact the authority inviting the tender for the same, well in time (so as not to affect last date of submission) before the submission of the tender or else, BHEL's interpretation shall prevail & shall be binding on the bidder. Bidder request for clarifications shall be with reference to Section and Clause numbers given in the tender document. The specifications, terms and conditions shall be deemed to have been accepted by the bidder in his offer. Non-compliance with any of the requirements and instructions of the tender enquiry may result in the rejection of the bid.



- 1.1.7. All entries in the tender documents should be in one ink. Bid should be free from correction, overwriting, using corrective fluid etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection.
- 1.1.8. No clause of the tender document should be altered /amended /edited etc. by the bidder under any circumstances.
- 1.2. SUBMISSION OF BID
- 1.2.1. Bidder must submit their bid as per instructions in the NIT i.e. bid shall be strictly in accordance with the tender specifications.
- 1.2.2. Bid submitted by post shall be sent by 'REGISTERED POST / COURIER' and shall be posted with due allowance for any postal/courier delays. BHEL takes no responsibility for delay, loss or non-receipt of bid sent by post/courier. The bids received after the specified time of their submission are treated as 'Late Bid' and shall not be considered under any circumstances.
- 1.2.3. The Bidder shall bear all costs associated with the preparation and submission of the Bid including but not limited to Bank charges all courier charges including taxes & duties etc. incurred thereof. Further, BHEL will in no case, be responsible or liable for these costs, regardless of the outcome of the bidding process.
- 1.3. TENDER OPENING:
- 1.3.1. Tender shall be opened at BHEL House, Siri Fort, New Delhi on appointed date & time (or the extended date/ time, if any) by representatives of Contracting dept. and Finance dept. in the presence of representatives of bidder who would like to be present. The last day of submission (or the extended date of submission) and the opening date of Part-I (Techno-Commercial bid) shall be same.
- 1.3.2. Carrying/ use of mobile phone/ camera and any such recording device by vendors' representatives in the Tender Opening Room is prohibited.
- 1.3.3. **Bidding Process:** BHEL shall be resorting to conventional price bid mechanism to finalize at the lowest cost service provider.
- 1.4. LANGUAGE
- 1.4.1. The bidder shall quote the "Rate" in English language and international numerals ONLY. The "Rate" shall be entered in figures as well as in words. "Rate" shall be considered up to TWO decimal points only. Digits beyond TWO decimal points will be ignored and not rounded off. No representations on this account shall be entertained.
- 1.4.2. All correspondence and documents relating to the bid exchanged by the Bidder and BHEL shall be written in the English language. Any printed literature/certificate/any other document furnished by the Bidder may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purpose of interpretation of the Bid the English translation shall prevail.



- 1.4.3. Currencies for this tender & Payment: Indian Rupees (₹) only.
- 1.4.4. Singular & Plural: Words importing the singular number shall also include the plural and vice versa, where the context requires.
- 1.4.5. Headings and Marginal Headings: The headings and marginal headings in NIT are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or to be taken into consideration in the interpretation or construction thereof or the contract.
- 1.5. **PRICE DISCREPANCY / CORRECTION OF ARITHMETIC ERRORS:** Provided that the bid is substantially responsive, BHEL shall correct arithmetical errors on the following basis:
- 1.5.1. If, in the price structure quoted for the required goods / services / works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- 1.5.2. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- 1.5.3. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of 1.5.1 and 1.5.2 above.
- 1.5.4. If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser i.e. BHEL, the bid is liable to be ignored.
- 1.6. **TENDER EVALUATION / EVALUATION OF BIDS:**
- 1.6.1. Tender evaluation shall be carried out on the basis of documents required and commercial terms & conditions specified in the tender documents.
- 1.6.2. If the requisite rate/amount is not filled up in the Price-bid and is not as per the requirements of the Bidding Documents, the same shall be omitted from evaluation.
- 1.7. **VALIDITY OF OFFER & CONTRACT:**
- 1.7.1. Offers shall remain valid for 120 days' period from the due date of submission of bid (including extension, if any). In case BHEL calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the bidder(s). In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', BHEL may request the Bidders to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by email. A Bidder may refuse the request without forfeiture of his EMD.

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1.7.2. The contract will be valid for a period of four (04) months. The same may however be extended further for a period of three months/ part thereof with mutual agreement, in writing, on the same Rates, Terms and Conditions.

1.8. **REJECTION OF BID**

1.8.1 BHEL reserves the right to accept or reject any the bid with or without deviation or cancel / withdraw the invitation for bid without assigning any reason whatsoever and in such case bidder shall have no claim arising out of such action by BHEL. The acceptance of bid will rest with BHEL, not binding itself to accept the quoted rates.

1.8.2 BHEL also reserves the right to cancel the tender at any stage due to any administrative / internal reasons whatsoever and in such case bidder/successful bidder shall have no claim arising out of such action by BHEL.

1.8.3 Unsolicited bid, bid which are incomplete or not in the form specified or defective or have been materially altered or not in accordance with the tender conditions, specifications etc., are liable to be rejected.

1.8.4 If a bidder who is a proprietor expires after the submission of his bid or after the acceptance of his bid, BHEL may at their discretion, cancel such a bid. If a partner of a firm expires after the submission of tender or after the acceptance of the tender, BHEL may then cancel such tender at their discretion, unless the firm retains its character.

1.8.5 If the bidder deliberately gives wrong information in his bid, BHEL reserves the right to reject such bid at any stage or to cancel the contract if awarded and forfeit the Earnest Money/any other money due.

1.8.6 Canvassing in any form in connection with the bid submitted by the Bidder shall make his offer liable to rejection.

1.8.7 In case the Proprietor, Partner or Director of the Company/Firm submitting the tender, has any relative or relation employed in BHEL, the authority inviting the tender shall be informed of the fact along with the Offer. Failing to do so, BHEL may, at its sole discretion, reject the tender or cancel the contract.

1.9. **MSE, Start-UP & Splitting of Work.**

a) **PROVISIONS FOR MICRO AND SMALL ENTERPRISES (MSEs)**

Norms for of Micro, Small and Medium Enterprises in public procurement shall be relaxed in line with policy circular no 1(2)(1)/2016-MA dated 10-03-2016 issued by Ministry of Micro, Small and Medium Enterprises & Public Procurement Policy for the Micro and Small Enterprises (MSEs) Order 2012 and subsequent amendments dated 09.11.2018, 26.06.2020 & 16.06.2021.

b) **PROVISIONS FOR START-UP**

Norms for Start-ups in Public Procurement shall be relaxed in line with OM No. F.20-2/2014-PPD (pt.) dated 27th July'2017 and OM No. F.20/2/2014-PPD (pt.) dated 20.09.2016 issued by Ministry of Finance,



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Department of Expenditure along with DIPP D.O. No. 12(11)/2017-SI dated 22.06.2017, & DHI's letter no. 10(2)/2015-PE-XII dated 29.09.2020.

- c) Traders are excluded from the preview of Public Procurement Policy.
- d) For applicability of MSE and Start-up clauses (if any), the documents valid as on the date of Part-I bid opening (including extension) shall be considered.
- a. MSEs shall be exempted from payment of earnest money at the time of tender submission. However, there is no exemption of security deposit submission (if any).
- b. Participating MSEs quoting price within price band of L1+15 % shall be considered for award of work by bringing down their price to L1 price in a situation where L1 price is from someone other than MSE. In case of more than one such MSE, MSE with lowest price shall be given the first option to match the L1 price. However, MSEs owned by the Scheduled Caste or the Scheduled Tribe entrepreneurs shall be given the preference for matching the L1 price irrespective of their standing in comparative statement of MSE bidders within price band of L1+15 %. Given, Reverse Auction has been opted as bidding process in this tender, the L-1 shall be decided after R.A & thereon MSEs shall be given the chance as per aforesaid process.

Please Note, this clause must be read along with the Splitting clause mentioned below.

e) **Splitting of Contract**

For operational convenience and speedy resolution of complaints, it is intended to distribute the tendered work amongst maximum of 02 qualified bidders by splitting the work in the ratio 60:40 at overall L-1 rate in order of their relative positions. For doing this, all qualified vendors shall be counter offered L-1 rate in order of their relative positions (L2, L3, L4.....) for their acceptance. First 02 qualified bidders inclusive of L-1 bidder, in order of their relative positions, who have accepted counter offer as above; shall be awarded the work in the ratio specified as above.

Splitting of work amongst 02 qualified bidders is based on the presumption that there are equal to or more than 03 qualified responses and at least one qualified bidder (other than L-1 bidder) has given their acceptance to work at L-1 rate.

The department at its description may allocate the total work (100%) to L-1 bidder if there are only two qualified responses or no qualified bidder other than L-1 bidder himself gives acceptance to work on L-1 rate.

However, sharing of business volume of the empaneled parties will depend on factors like suitability, availability, quality, performance, etc. and convenience of the users. Therefore, the business volume to be apportioned to each party is indicative only.

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1.10. **EMD** of ₹ 14000.00 is to be furnished along with Part-I Bid.

1.10.1. EMD is to be paid by tenderers for securing fulfilment of any obligations in terms of the NIT (Pre-qualification bid / PART-I). Every bid must be accompanied by the prescribed amount of Earnest Money Deposit (EMD) in the manner described herein.

i) Each tenderer, participating in the tender, has to deposit/furnish EMD of ₹ 14,000.00 in the following forms (along with the offer) in full:

- a) Cash deposit as permissible under the extant Income Tax Act (before tender opening);
- b) Banker's cheque/ Pay order/ Demand draft, **in favour of BHEL** (along with offer), **payable at New Delhi;**
- c) Electronic Fund Transfer credited in BHEL account (before tender opening).

BANK NAME:	KOTAK MAHINDRA BANK
ADDRESS:	G-F 3A-3J GROUND FLOOR, AMBA DEEP, 14 K.G. MARG, NEW DELHI-1
IFSC:	KKBK0000172
CA NO.:	9011196535
BANK ACCOUNT NAME:	BHARAT HEAVY ELECTRICALS LTD.

d) Fixed Deposit Receipt (FDR) issued by scheduled bank / Public Financial Institutions as defined in Companies Act (FDR should be in name of the Contractor, a/c BHEL)

In addition to the above, the EMD amount in excess of Rs. Two Lakh may also be accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for at least six months.

ii) EMD in any other forms/modes except the forms/modes mentioned above will lead to the rejection of bid i.e. No other form of EMD remittance shall be acceptable to BHEL.

1.10.2 EMD by the tenderer will be forfeited, if:

- a) After opening the bid and within the offer validity period, the tenderer revokes his offer or makes any modification in his bid which is not acceptable to BHEL.
- b) The Contractor fails to deposit the required Security Deposit or to commence the work within the period as per LOI/ Contract.
- c) EMD by the tenderer shall be withheld in case any action on the bidder is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.

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1.10.3 EMD given by all unsuccessful tenderer shall be refunded normally within fifteen days from award of contract.

1.10.4 EMD shall not carry any interest.

1.10.5 Each bid shall be accompanied with a separate envelope carrying EMD, failing which the bid will be liable to be rejected.

1.11. **Security Deposit:** The security deposit shall be 5% of the total contract value. The vendor must deposit the required amount of security within 15 days from the date of issue of order. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit. The balance amount of security deposit will be collected in the following form.

- i. Cash (as permissible under the extant Income Tax Act)
- ii. Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.
- iii. Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- iv. Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).
- v. Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).

(Note): 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).

At least 50% of the required Security Deposit, including the EMD, should be collected before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.

1.12. **RETURN OF SECURITY DEPOSIT:** Security Deposit shall be refunded/released to the Contractor only after successful completion of Rate Contract & complying all the contractual obligations as mentioned in the contract.



CHAPTER-2

2.1 POWER OF ATTORNEY:

- 2.1.1 In case of a Single Bidder, Power of Attorney issued by the Board of Directors/ CEO /Chairman/ MD / Company Secretary of the Bidder/ all partners is to be submitted
- 2.1.2 In case of Partnership firm/any person authorized in terms of Deed of LLP/Proprietor in favour of the authorized employee(s) of the Bidder, in respect of the particular tender for signing the Bid and all subsequent communications, agreements, documents etc. pertaining to the tender and to act and take any and all decision on behalf of the Bidder, is to be submitted.
- 2.2 The offers of the bidder who are under suspension and also the offers of the bidder, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com.

Integrity commitment, performance of the contract and punitive action thereof:

COMMITMENT BY BHEL: BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

COMMITMENT BY BIDDER/ SUPPLIER/ CONTRACTOR: The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on <http://www.bhel.com> and/or under applicable legal provisions”.

- 2.3 The Bidder(s) along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website

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<http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

2.4 RISK & COST: This clause, in line with other Conditions of Contract will be invoked in any of the following cases. In any of the following cases, the Contractor shall pay the complete / excess cost to be incurred for the completion of the Contract.

2.4.1 Contractor/ supplier's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor/ supplier including unexecuted portion of work/ supply does not appear to be executable within balance available period (#) considering its performance of execution

2.4.2 Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.

2.4.3 Non-completion of work/ Non-supply by the Contractor/ supplier within scheduled completion/delivery period as per Contract or as extended from time to time, for the reasons attributable to the contractor/ supplier.

2.4.4 Termination of Contract on account of any other reason (s) attributable to Contractor/ Supplier. If at any time the service provider defaults in proceeding with the work with due diligence and continues to do so or commit any default in complying any of the tender terms and conditions even after the notice in writing is given, BHEL may, without prejudice to any other right to remedy which shall have accrued or shall accrue thereafter to BHEL, to terminate the contract 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 tender.

2.4.5 Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.

2.4.6 Non-compliance to any contractual condition or any other default attributable to Contractor/ Supplier.

#In-case inputs from BHEL are likely to be delayed or are actually delayed, this delay may also be taken into account while considering balance period available for execution of Contract.

Risk and Cost against Balance Work:

Risk and Cost Amount= $[(A-B) + (AxH/100)]$

Where,

A= Value of Balance scope of Work/Supply as per rates of new contract

B= Value of Balance scope of Work/Supply as per rates of old contract being paid to the contractor/supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

H= Overhead Factor to be taken as 5

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

If risk & cost clause gets invoked, then due amount shall be applicable for recoveries from contractor /supplier, after informing the Contractor/ Supplier of the total proposed recovery.



- 2.5 The bid submitted by bidder(s) shall become the property of BHEL who shall be under no obligation to return the same to the bidder. However unopened price bid and late bid shall be returned to the bidder.
- 2.6 Any discount/ revised offer submitted by a bidder on its own shall be accepted provided it is received on or before the due date and time of offer submission. Unsolicited discounts/ revised offers given after bid opening shall not be accepted.
- 2.7 BHEL shall not be responsible for any expense incurred by bidder in connection with the preparation & delivery of their bid, site visit, participating in the discussion and other expenses incurred during the bidding process.
- 2.8 The tender schedule and the tender shall be deemed to form an integral part of the contract to be entered into for this work. All the terms & conditions mentioned in this tender document shall form a part of the Contract-Agreement, which shall be executed between the successful bidder and BHEL.
- 2.9 The Contractor will be responsible for the quality of the job and will immediately rectify the deficiency pointed out in the job performed.
- 2.10 **SUBLETING:** The Contractor should not sub-contract part or complete work detailed in the tender specification undertaken by him without written permission of BHEL. The Contractor is solely responsible to BHEL for the work awarded to him.
- 2.11 **INCIDENTS RESULTING IN TERMINATION OF CONTRACT:** Following incidents will be considered as reason for both; imposition of penalties being in the nature of liquidated damages for breach of contract and may also attract termination of contract prior to its conclusion and the completion of the services assignment as the case may be.

S. No.	INCIDENT
a.	In the event of external factors (like natural disasters) which are beyond the control of the Contractor or BHEL.
b.	BHEL reserves the right to terminate by prior written notice, the whole or part of the contract. The notice of termination shall specify that termination be for BHEL's convenience, the extent to which performance of work under the contract is terminated and the date on which such termination becomes effective.
c.	In the event of Failure/inability of one party or the other.
d.	Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the accepting officer shall have the option of terminating the contract without compensation to the contractor's authorized survivors.
e.	In the event of cancellation of any of the licenses or statutory permissions required for carrying out the services.
f.	In case, the personnel deployed by the Contractor found to have indulged in any criminal activity in BHEL premises.
g.	In case of any misrepresentation while claiming the payment.
h.	In case of non-compliance of any statutory obligations (as stated in this tender document) by the Contractor during the execution of Contract, may results into termination of Contract. In addition to the above, the Contractor shall also be liable for the penalties



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	provided under the respective statute.
i.	In case of repeated violation of any of the terms of the agreement despite giving warnings on different occasions.
j.	If the Contractor fails to deliver any or all of the services within the time period(s) specified in the Contract, or any extension thereof granted by BHEL;
k.	If Contractor fails to perform any other obligation under the Contract;

2.11.1 The grounds mentioned herein (above) are not exhaustive but merely illustrative. BHEL reserves its rights to terminate the Contract (in whole or in part) at any time in the event the Contractor has contravened any provision of the Contract or any other legal requirement or due to repeated/habitual non-adherence to the qualitative, quantitative and time requirements stipulated in the Contract after giving a notice of 30 days for rectification of the same. If the Contractor has not rectified/ corrected the deficiencies stated in the written notice issued by BHEL, within the period of 30 days from the date of issue of notice, then the Contract may be terminated by BHEL by giving a written communication to the Contractor.

2.11.2 In the event of the termination of the Contract for any reason whatsoever, BHEL's liability shall only extend to making payment to the Contractor of the Contract Price accruing (prorated, if necessary) up to the date of termination for actual services rendered by the Contractor after making all deductions that BHEL is entitled to make pursuant to provisions of this Contract. BHEL shall not have any liability to pay to the Contractor any compensation or reimburse any costs incurred by the Contractor and the Contractor hereby waives any claim for compensation for losses/damages and/or reimbursement of costs.

2.12 RECOVERY FROM CONTRACTOR: Whenever under the contract, any sum of money shall be recoverable from or payable by the contractor, the same may be deducted from any sum then due or which at any time thereafter may become due to the contractor under the contract or under any other contract with BHEL or from his security deposit, or the contractor shall pay the claim on demand without any terms & conditions.

2.13 SECRECY OF CONFIDENTIAL INFORMATION: The bidder(s)/contractor agree & acknowledge that in the course of their discussions and interaction, BHEL may disclose information of confidential proprietary nature relating to its business, products, know-how, technology, customers, employees and financial to the bidder(s)/contractor. Such information shall be considered as confidential. The contractor agrees to keep it confidential & secret at all times and not directly or indirectly disclose to any party other than its employees and authorized personnel's strictly on a need know basis, without the prior written permission of BHEL.

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SETTLEMENT OF DISPUTES:

- 2.14** **CONCILIATION:** If at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, execution, effect, interpretation or breach of the Contract, which the Parties are unable to settle mutually, arise inter-se the Parties, the same may be referred by either Party to Conciliation to be conducted through Independent Experts Committee (IEC) to be appointed by competent authority from the BHEL Panel of Conciliators.

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration & Conciliation Act, 1996 or any statutory modification thereof and as provided in the BHEL Conciliation Scheme as applicable from time to time.

2.15 **ARBITRATION:**

- a) Except as provided elsewhere in this contract, in case amicable settlement is not reached between the parties, in respect of any dispute or difference; arising out of the formation, breach termination, validity of execution of the Contract; or, the respective rights and liabilities of the parties; or, in relation to interpretation of any provision of the Contract; or in any manner touching upon the contract, then, either party may, by a notice in writing to the other party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Unit/Region/Division issuing the Contract.

The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be at New Delhi.

The cost of arbitration shall be borne as per the award of the Arbitrator.

Subject to the arbitration in terms of Clause above, the Courts at New Delhi shall have exclusive jurisdiction over any matter arising out of or in connection with this contract.

Notwithstanding the existence or any dispute or differences and /or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either party in terms of this Contract.

- b) In case of order/contract on Public Sector Enterprises (PSE) or a Govt. Deptt., the following clause shall be applicable: -

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred to by either party for arbitration to the sole arbitrator in the department of public enterprises to be nominated by the secretary to the Government of India in-charge of the Department of Public Enterprises. Arbitration and Conciliation



Act 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law secretary, Deptt. Of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties hereto finally and conclusively. The parties in the dispute will bear equally the cost of arbitration as intimated by the arbitrator

2.16 **APPLICABLE LAWS AND JURISDICTION OF COURTS:** Indian laws both substantive and procedural, for the time being in force, including modifications thereto, shall govern the Contract including Arbitration proceedings. Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of a suit, any and all actions and proceedings arising out of or relative to the contract shall lie only in the court of competent civil jurisdiction in this behalf at DELHI and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts.

2.17 **FORCE MAJEURE:** A Force Majeure (FM) means extraordinary events or circumstance beyond human control such as an event described as an Act of God (like a natural calamity) or events such as war, strike, riots, crimes (but not including negligence or wrong-doing, predictable/seasonal rain and any other events specifically excluded in the clause). An FM clause in the contract frees both parties from contractual liability or obligation when prevented by such events from fulfilling their obligations under the contract. An FM clause does not excuse a party's non-performance entirely, but only suspends it for the duration of the FM. The firm has to give notice of FM as soon as it occurs and it cannot be claimed ex-post facto. There may be a FM situation affecting the purchase organization only. In such a situation, the purchase organization is to communicate with the supplier along similar lines as above for further necessary action. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for a period exceeding 90 (Ninety) days, either party may at its option terminate the contract without any financial repercussion on either side.

Notwithstanding the punitive provisions contained in the contract for delay or breach of contract, the supplier would not be liable for imposition of any such sanction so long as the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event covered in the FM clause.

2.18 **CONCILIATION:** If at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, execution, effect, interpretation or breach of the Contract, which the Parties are unable to settle mutually, arise inter-se the Parties, the same may be referred by either Party to Conciliation to be conducted through Independent Experts Committee (IEC) to be appointed by competent authority from the BHEL Panel of Conciliators.

The proceedings of Conciliation shall be governed by Part-III of the Arbitration & Conciliation Act, 1996 or any statutory modification thereof and as provided in the BHEL Conciliation Scheme as applicable from time to time.



- 2.19** **DEVIATIONS:** Deviations, if any, may be indicated in format enclosed (Annexure-H). BHEL will consider the deviations if the same are declared in the specified deviation format, or else it will be considered that there is no deviation taken. Deviation mentioned elsewhere in the offer shall not be considered. BHEL reserves the right to accept or reject the deviation sought. Bidder may note that Bid shall be in full compliance to the requirements of Bidding Document, failing which bid shall be considered as non-responsive and may be liable for rejection.
- 2.20** Lowest amount quoted against the Tender need not be acceptable to BHEL and in that case BHEL would not consider the same for Award of Contract. BHEL would negotiate or re-float the Tender if price is not the lowest acceptable price to them inter-alia other reasons.
- 2.21** BHEL may decide holding of pre-bid discussion [PBD] with intending bidder 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. Bidder shall plan their visit accordingly. The outcome of pre-bid discussion (PBD) shall also form part of tender.
- 2.22** 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. In this regard decision of BHEL shall be final and binding.
- 2.23** Unless specifically mentioned otherwise, bidder's quoted price shall have deemed to be in compliance with tender including PBD.
- 2.24** **BHEL reserves the right to cross-check / verify the genuineness of the documents submitted along with the offer by the bidder. At any stage, BHEL may also ask for original documents and bidder / contractor has to submit the same. If at any stage, the document(s) submitted by bidder / contractor is/are found incorrect/ false, the necessary action will be taken by BHEL against the bidder/contractor as per extant guidelines / policies / terms & conditions of this tender.**
- 2.25** **No Claim Certificate:** The Contractor shall not, be entitled to make any claim, whatsoever, against BHEL under or by virtue of or arising out of this contract nor shall BHEL entertain or consider any such claim after Contractor shall have signed a "no claim certificate as per BHEL prescribed format in favor of BHEL after the works are finally accepted or finalization of contract.
- 2.26** The performance of the services will be continuously evaluated by the designated committee/user groups nominated by BHEL.
- 2.27** **Liaisoning with local and state authorities:** Contractor will co-ordinate with state and local authorities for the work being done by it, as needed.
- 2.28** **Due Diligence:** The Bidder is expected to examine all instructions, forms, terms & specifications in the bidding document. Failure to furnish all information required by the bidding document or submission of a bid not responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid.



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2.29 BANK GUARANTEE

Whenever Bank Guarantees are to be furnished/submitted (in the format provided by BHEL) by the contractor, the following shall be complied with:

- i) Bank Guarantees shall be from Scheduled Banks / Public Financial Institutions as defined in the Companies Act.
- ii) The Bank Guarantees shall be as per prescribed formats.
- iii) It is the responsibility of the bidder to get the Bank Guarantees revalidated/extended for the required period (subject to a minimum period of six months), as per the advice of BHEL Project Manager. BHEL shall not be liable for issue of any reminders regarding expiry of the Bank Guarantees.
- iv) In case extension/further extensions of any Bank Guarantees are not required, the bidders shall ensure that the same is explicitly endorsed by the Project Manager and submitted to the Regional HQ issuing the LOI/LOA.
- v) In case the Bank Guarantees are not extended before the expiry date, BHEL reserves the right to invoke the same by informing the concerned Bank in writing, without any advance notice/communication to the concerned bidder.
- vi) Bidder to note that any corrections to Bank Guarantees shall be done by the issuing Bank, only through an amendment in an appropriate non-judicial stamp paper.
- vii) The Original Bank Guarantee shall be sent directly by the Bank to BHEL under Registered Post (Acknowledgement Due), addressed to the Subcontracting Department of the respective Region.

2.30 OTHER ISSUES

- 2.30.1 Value of Non-judicial Stamp Paper for Bank Guarantees and for Contract Agreement shall be not less than ₹ 100/- unless otherwise required under relevant statutes.
- 2.30.2 Letter of Intent (LOI) shall be placed to the successful contractor before Contract Agreement. The Security Deposit amount shall be specified in the LOI, which has to be deposited to BHEL by the successful contractor before Contract Agreement.
- 2.30.3 In case of any conflict between the General Conditions of Contract and Special Conditions of Contract, provisions contained in the Special Conditions of Contract shall prevail.
- 2.30.4 Unless otherwise specified in NIT, offers from consortium / JVs shall not be considered.
- 2.30.5 E- invoicing shall be applicable as per direction/norms of government.
- 2.30.6 This contract will be valid initially for 03 months from the date mentioned in the award of work. However, BHEL reserves the right to terminate the contract at any time in-between by giving 15 days' written notice to the contractor without assigning any reason, for which the supplier will not have any claim whatsoever.



2.31 Insurance

- 2.31.1 It is the sole responsibility of the contractor to insure his materials, equipment, workmen, etc. against accidents and injury while at work and to pay compensation, if any, to workmen as per Workmen's compensation Act. The work will be carried out in a protected area and all the rules and regulations of BHEL in the area of project which are in force from time to time will have to be followed by the contractor.
- 2.31.2 If due to negligence and or non-observation of safety and other precautions by the contractors, any accident/injury occurs to the property / manpower belong to third party, the contractor shall have to pay necessary compensation and other expense, if so decided by the appropriate authorities.
- 2.31.3 The contractor will take necessary precautions and due care to protect the material, while in his custody from any damage/ loss due to theft or otherwise till the same is taken over by BHEL. For lodging / processing of insurance claim the contractor will submit necessary documents. BHEL will recover the loss including the deductible franchise from the contractor, in case the damage / loss is due to carelessness / negligence on the part of the contractor. In case of any theft of material under contractor's custody, matter shall be reported to police by the contractor immediately and copy of FIR and subsequently police investigation report shall be submitted to BHEL for taking up with insurance. However, this will not relieve the contractor of his contractual obligation for the material in his custody
- 2.31.4 **Indemnification of BHEL:** If any action in court is brought by third party against BHEL or an officer or agent of BHEL for the failure or neglect on the part of Service Provider to perform any acts, matter, covenants or things under the contract or for any damage or injury caused by the alleged omission or negligence on the part of the service provider, his agent/ representative(s) or his sub-service provider(s) or drivers, the service provider shall in all such case be responsible and indemnify and keep BHEL and/ or its representative harmless from all losses, damages, expenses or decrees arising out of such action.



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Special Conditions of Contract (SCC)

Special Conditions to Tenderer

Sl. No	Description	Annexure
1	PQR	Annexure-A
2	Technical Terms & Conditions / Specifications	Annexure-B
3	Commercial Terms & Conditions	Annexure-C
4	Composition of Bids	Annexure-D
5	Details of Business	Annexure-E
6	Undertaking Format	Annexure-F
7	Vehicle Duty Slip	Annexure-G
8	Acceptance Letter / Deviation Certificate	Annexure-H
9	Declaration	Annexure-I
10	Estimate Sheet	Annexure-J
11	Price Bid Format	Annexure-K
12	Log Sheet	Annexure-L
13	NEFT Format	Annexure-M
14	Security Deposit Bank Guarantee	Annexure-N
15	Check list (For submission of tender)	Annexure-O

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Annexure-A

3.1 Pre-Qualification Criteria

- 3.1.1 The bidder should have PAN (Permanent Account number) and GST Registration No.
- 3.1.2 The bidder shall submit EMD of ₹ 14,000.00

Please note:

- If any of the model mentioned in the table below becomes obsolete, then vendor has to deploy their equivalent model.
- Exemption to verified MSE on EMD shall be given.
- Exemption to verified startups EMD shall be given.

3.2 DOCUMENTS REQUIRED IN SUPPORT OF PRE-QUALIFYING REQUIREMENT:

- 3.2.1 Copy of PAN card and GST Registration Certificate shall be submitted by the bidder.
- 3.2.2 EMD of ₹ 14,000.00
- 3.2.3 In case the bidder is seeking exemption as verified MSE, the bidder shall produce a valid MSE certificate issued by the competent authority which should be valid on the last date of bid submission including bid extension (if any).
- 3.2.4 In case the bidder is seeking exemption as verified Start-up, the bidder shall produce a valid Startup certificate issued by the competent authority which should be valid on the last date of bid submission including bid extension (if any).

(All the submitted documents shall be duly signed and stamped)



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Annexure-B

Technical Terms & Conditions / Specifications

4.1 SCOPE OF WORK

- a. The Service Provider shall provide air-conditioned (AC) commercial taxi cars registered in January 2019 or later as per the categorization tabulated below.

Service Requirement:

Description	Monthly basis	
	1500 km, 10 hrs	3000 km, 10 hrs
Higher segment	01	02

Approved Models for each segment:

Medium Segment	Compact sedan up to 4 m length for e.g. Maruti Suzuki Dzire, Hyundai Xcent, Honda Amaze, etc.
Higher segment	Mid-size sedan more than 4 m length for e.g. Maruti Suzuki Ciaz, Hyundai Verna, Honda City, etc.
6-8 seater	SUV/ MUV having 6-8 seats for e.g. Toyota Innova, Maruti Suzuki Ertiga/ XL6, Mahindra Scorpio, MG Hector, etc.

Note: - If any of the model is become obsolete, then bidder has to deploy their equivalent model.

The deployed vehicle must be registered in the name of the service provider. In case of emergency only, the vehicle not registered in name of service provider shall be accepted only for a maximum period of 03 days. If after 03 days, the service provider fails to provide the vehicle in their name, then, penalty shall be imposed.

The cars shall be provided at our office premises at BHEL House, Siri Fort, Asian Games Village, New Delhi/ Noida/ Gurugram or at any other place intimated to the service provider for travel within or outside Delhi-NCR 'as and when required'.

BHEL expects that the empaneled operator shall have all types of vehicles for which they are quoting as per the details tabulated above in 'Approved Models for each segment' in ready/ working condition for providing services.

The anticipated total business volume during the contract period of four (03) months towards hiring of vehicles shall be Rs. 4.66 Lakhs (for details refer Annexure J)



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Qty Variation: The above-mentioned business volume is indicative for this tender only & doesn't guarantee the business volume for the contract period of four (03) months. This may increase or decrease ($\pm 30\%$) depending upon BHEL's actual requirements.

Tentative Average consumption per month w.r.t. **Hiring of taxi on Monthly basis** is given at Table A below.

Table A

Sl.No	Description		Monthly	
			1500 km, 10 hrs	3000 km, 10 hrs
1	Higher segment	Hired Nos	01	02
		Extra km Paid	10.00	10.00
		Extra hrs Paid	50	100

- *
The above-mentioned quantities are tentative only.
- b. The service provider shall provide drivers with at least 03 years' experience, adequate knowledge of reading, writing and spoken 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 Service Provider. The Service Provider must also provide a mobile phone to the driver of the vehicle sent for duty.
- c. **The bidder shall provide an undertaking to provide taxi of make Jan-2020 or later for services under this tender.**
- d. **UNIFORM:** Drivers should be neatly dressed with proper uniform and shoes.
- e. **CONDUCT:** The Drivers should be polite and well behaved. Chewing of tobacco, smoking and drinking while on duty will not be tolerated and shall be treated as misconduct.
- f. The vehicle provided by the Service Provider must be in excellent condition, should be neat and clean with towel covers, car perfumes etc. and must have proper and complete documents. The vehicles should comply strictly with the provision of pollution control in line with the directions of Supreme Court from time to time and should also comply with statutory regulations issued by State Transport Authorities/ Central Govt. etc. 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.
- g. In case of non-availability of requisitioned car, it will be the responsibility of the service provider to provide higher segment cars (**model of car shall not be older than January, 2020**) at the same rates (requisite segment).
- h. The service provider shall maintain the log-sheets/ duty-slips (for vehicles deployed on monthly basis) as per proforma enclosed (Refer **Annexure-L & G, respectively**). The log-sheets/ duty-slips should be signed by the driver from the user at the end of each journey which would indicate the details such as opening and the closing meter reading, point of starting/ ending the journey, places visited, date and time of release of vehicle by the user. For vehicles deployed on daily basis, specimen for log-sheets/ duty-slips shall also form a part of the tender document.



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For hiring on daily basis, 50 hard copies and a soft copy of duty-slips shall be given along with the issuance letter of award for empanelment. However, further duplication of those duty slips will be the responsibility of the service provider. For monthly hiring, the log-book will be provided by BHEL.

- i. BHEL shall not permit/ allow any change in the vehicles hired on rate contract basis except due to breakdown or repair/ servicing of the vehicle. Similarly, change in the driver for whatever reasons will not be acceptable. However, in case the service provider is constrained to replace either the vehicle or driver, prior permission for the same may be obtained from the user of the vehicle.
- j. In case of breakdown/ servicing/ repair, the Service Provider shall provide alternate vehicle of same or higher segment within two hours failing which the vehicle shall be hired from other sources at the risk and cost of the service provider.
- k. BHEL reserves the right to inspect the vehicle prior to confirming the booking and fuel variant of vehicle.
- l. For the journeys starting from and ending at BHEL House, Siri Fort, New Delhi, the actual payment shall be made only for the journey traveled from & ending at BHEL House, Siri Fort, New Delhi.

However, for journeys starting from or up to BHEL House, Siri Fort, New Delhi, garage-to-garage distance for each side (as the case may be) would be restricted to a maximum of 8 km or the actual distance between BHEL House, Siri Fort, New Delhi and the garage of the service provider, whichever is lesser.

In case the journey starts and ends at locations other than BHEL House, Siri Fort, New Delhi, the payment shall be made on garage-to-garage basis.

- m. The computation of duty hours shall be from the time of reporting the vehicle to its release time, duly signed by the user both in case of Daily hiring. This requirement is mandatory for processing the bill for payment.
- n. Details of payment on account of extra hours & extra usage charges are given in the Estimate sheet (Annexure-J).
- o. BHEL reserves the right to verify the correctness of any of the document like service tax /GST registration no., vehicle registration certificate, etc. submitted by the bidder and also the fleet.
- p. Condition of taxies while on BHEL duty:
 - i. The vehicle as required should be in perfect working condition, duly registered and insured, having requisite permit and taxes paid up to date. taxies must comply with central/state Government and pollution Act.
 - ii. The vehicle(s) with registration January 2020 onwards shall only be accepted. The vehicles shall be kept clean and immaculate (from inside and outside) and as scratch free as possible.
 - iii. The interior of the cabin must have appropriate appearance like foot matting, good quality upholstery incl. Towels to provide comfort. Vehicle should have an operational music system fitted in.
 - iv. The vehicle should be noise free. Any rattling, sound of loose nuts/bolts, windows, shutters, spare wheel, fan belt, loosely kept tool box, etc., should be completely done away with.



- v. Battery, tyres, brakes, head-light beam adjustment, indicator and other lights, starter, wiper, window shutter should be in first class and smooth working condition. Retreaded tyres will not be acceptable.
- vi. The Driver must be in neat & clean white uniform with black shoes and white cap and must possess a mobile phone with roaming facilities in working condition.
- q. **VEHICLE DOCUMENTS/ ROAD PERMITS:** The vehicle(s) should be fit in all respect for operations in accordance with Motor Vehicle Act, Rules and existing laws as applicable from time to time and must be equipped with valid documents, i.e. registration certificate, insurance certificate, PUC certificate, fitness certificate, necessary permit and with taxes/ fees paid up to date during contract period. The bidder must provide copy of the above documents duly attested by Notary Public before vehicle is offered for inspection.

1. OPERATIONAL REQUIREMENTS

- a. Normally the taxis will be required to be used within the NCR limits of Delhi. Vehicle must have requisite permit for use of vehicle within NCR limit of Delhi. Vehicles not having requisite permit shall not be accepted for duty and action shall be taken as per Penalty Clause.
- b. Service Provider shall be responsible to contact the dealing officer of BHEL daily either on telephone/ internet /electronically or by deputing his representative to obtain/ collect instructions for daily deployment of vehicle, daily reports, change of vehicle/ drivers etc. Hence, the service provider shall identify and intimate the name of one of his managers, who should be *computer literate*, to interact with BHEL. The service provider should also own computer and internet facilities for the purpose.
- c. Condition of the vehicle(s) should be as specified here above, failing which the vehicle may not be accepted on duty.
- d. In case of monthly basis requirement, if the vehicles owned by the service provider are not available, the service provider may provide vehicles owned by others which will conform to the BHEL specifications or higher specification at the same rates and as per terms and conditions of the contract. In case, the service provider is unable to provide the services, BHEL will have the right to hire such vehicles from other sources at the risk and cost of the service provider.
- e. Fueling of vehicle shall be carried out prior to reporting for duty and there should be adequate fuel for at least 24 hours of work/ 250 km run for local duties. Necessary funds should be available with the driver to buy the fuel as well as for parking fees, tolls etc. for outstation duties/ in case of exigencies within NCR. In case, vehicle runs short of requisite quantity of fuel or reports with less quantity of fuel, then it may not be accepted on duty. Under such circumstances, vehicle shall be treated as absent from duty and shall attract penalty as per penalty clause.
- f. Punctuality is an essential and important condition of the contract, failing which penalty as per penalty clause shall be imposed.
- g. In case any vehicle is withdrawn from duty by service provider or if service provider fails to provide vehicle in an acceptable condition, penalty as per penalty clause shall be imposed which shall be recovered from the bills of the service provider without any notice.
- h. In case, a vehicle is absent from duty for continuous 07 days, then the same will be deemed to be a lapse of service on the part of the service provider and the same shall be hired from any other source(s).



- i. Disappearance of vehicle or driver from the site while on duty causing undue delay to an officer/ user may attract penalty as per penalty clause.
- j. Service provider shall ensure that odometer, gauges, and other instruments used while driving of vehicle are in perfect working condition. In case of any defect detected/ pointed out by BHEL authority/ user, the service provider shall make all necessary repairs/ replacements promptly at his cost. The vehicle(s) having defective odometer shall not be put to use by BHEL and shall be treated as non-deployment of vehicle by the service provider and is liable to attract penalty as per penalty clause. In case, the same is put to use for unavoidable circumstances, decision of transport coordinator on km run shall be final and binding.
- k. As timely availability of service is the essence of contract, responsive contact/ communication with transporter is a must for timely input to internal / external customer. Hence following must be ensured by the vendor:
- i) Transporter should provide a landline and a mobile no. on which he or his representative can be contacted anytime (24hrs × 7days).
- ii) Prompt SMS service for intimation of driver & vehicle details to both the customer and administration, within one hour of intimation of vehicle requirement to vendor by respective travel desk.

2. CREW

- a. The driver provided with the vehicle should be physically & medically fit, professionally sound and competent in all respect and holding valid professional license as prescribed under prevailing Motor Vehicle Rules/ Acts/ any other applicable rules for this contract.


Necessary alternatives/ substitutes must be maintained in case of any disabilities of any member of crew, to avoid any disruption to vehicle's operations.

- b. In order to avoid mishap/ accident, service provider shall ensure that only skilled driver(s) with sufficient experience in trade are deployed on vehicle(s) and they observe all rules/ precautions in this regard. Service provider shall ensure that driver(s) do not exceed normal safe speed limits. Service provider shall further ensure that his crew is deployed on duty after adequate rest to avoid accident due to fatigue.
- c. The persons engaged/ deputed by service provider for carrying out BHEL work should be well groomed, courteous, behave properly with BHEL employees/ users and maintain punctuality and discipline. Driver should ensure safe opening and closing of doors of vehicle. If any person(s) engaged by service provider is found to be undisciplined or misbehaving or under influence of any intoxicant, BHEL may ask Service Provider to replace the same otherwise vehicle(s) may be refused to be accepted on duty of BHEL.
- d. It shall be the sole responsibility of Service Provider to obtain Character & Antecedent verification of his drivers(s)/ crew from law enforcement authorities concerned before deployment.

3. SAFETY PRECAUTIONS:

The service provider shall ensure that his crew would refrain from smoking or carrying any inflammable substance at office/ work place while on duty with BHEL. The service provider and his representative(s) shall abide by usual and special rules regarding safety and security measures while on duty with BHEL as per safety regulations. In case of any defaults, BHEL reserves the right to:

- a. Ask the driver to remove the vehicle/ leave the site. In this eventuality BHEL shall recover penalty as per penalty clause.

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- b. In case of any damages caused due to such violations of safety regulations, BHEL shall recover cost of damages from Service Provider as assessed by BHEL.
- c. For violations/jeopardizing safety and security of BHEL's property and personal, BHEL reserves the right to terminate the contract with immediate effect, in addition to recovery of damages.

4. INSURANCE

BHEL shall not entertain any claim arising out of mishap, if any, that may take place. The Service Provider shall be fully responsible for any loss or damage to the vehicles or occupants and shall be liable to pay full compensation for any injury or any other loss to the passengers or third party. The following insurance shall be maintained by the Service Provider at his cost.

a. **Workmen's Compensation Insurance:**

This insurance shall protect the Service Provider and BHEL against all claims applicable under the Workmen's Compensation Act 1948. This policy shall also cover the Service Provider against claim for injury, disability, disease or death of his or his sub-Service Provider's workmen which for any reason are not covered under the Workmen's Compensation Act 1948. This liability shall not be less than the Statutory Workmen's Compensation provision and Employees liability provisions.

b. **Vehicle Insurance:**

The vehicles provided to BHEL must be fully and comprehensively insured covering risks including the risk to the driver and all passengers. This insurance shall protect the Service Provider and BHEL against all risks, claim for loss, injuries, disability, diseases or death of member of public including BHEL's men and damage to the property of others arising from the use of motor vehicles including operation irrespective of the ownership of such vehicles.

c. **General Liability Insurance:**

This insurance shall protect the service provider and BHEL against all claims arising from injuries, disabilities, diseases or death of member of public or damage to the property of others, due to any act of omission or commission on the part of the service provider, his agent/ representative & sub-service providers. This insurance shall also cover all the liability of Service Provider arising out of the clause entitled 'Defence of Suits' below.

The above are only an illustrative list of insurance covers normally required and it will be the sole responsibility of Service Provider to maintain all necessary insurance coverage to the extent both in time and amount to take care of all his liabilities either direct or indirect in pursuance to the contract.

A copy of cover note of policy shall be produced at the time of inspection of vehicle.

DEFENCE SUITS: If any action in court is brought by third party against BHEL or an officer or agent of BHEL for the failure or neglect on the part of Service Provider to perform any acts, matter, covenants or things under the contract or for any damage or injury caused by the alleged omission or negligence on the part of the service provider, his agent/ representative(s) or his sub-service provider(s) or drivers, the service provider shall in all such case be responsible and indemnify and keep BHEL and/ or its representative harmless from all losses, damages, expenses or decrees arising out of such action.

5. LABOUR REGULATIONS/ REGISTRATION AND DOCUMENTS:





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- a. Service Provider shall abide by and follow the State and Central Government Labour Laws/ Legislation, rules and regulations, statutory notifications, local self-Government/ Municipal requirements and shall solely be responsible for any breach thereof. The service provider shall completely indemnify BHEL, its officers/ employees against any penalties/ prosecutions consequent to the violation (deliberate or inadvertent) of such statutory provisions that are in force.
- b. The service provider shall obtain at his own cost, necessary permits, license etc., as required under various laws from time to time for rendering the necessary services and BHEL does not take any liability whatsoever on that account.
- c. The Service Provider shall at its own cost comply with the provisions of all Laws, Rules, Orders, Regulations and Notifications whether central or state or local as applicable to him or to this contract from time to time. These Acts/ Rules include, without limitation, the following:
- i. Minimum Wages Act, 1948 and Rules & order and Notifications issued there under from time to time.
 - ii. Contract Labour (Regulation and Abolition) Act, 1970 with rules, orders and notifications made there under from time to time.
 - iii. Industrial Dispute Act, 1947 with rules, orders and notifications issued there under from time to time.
 - iv. The Workmen's Compensation Act, 1923 with rules, orders and notifications issued there under from time to time.
 - v. Motor Transport Workers Act, 1961 with rules, order and notifications issued there under from time to time.
 - vi. Payment of Gratuity Act, 1972 with rules, order and notifications issued there under from time to time.
 - vii. Service Provider shall obtain a certificate from ALC (C) regarding Labour License.
 - viii. Payment of Bonus Act, 1965 with rules, order and notifications issued there under from time to time.
 - ix. Payment of Wages Act, 1936 with rules, order and notifications issued there under from time to time.
 - x. Employees Provident Fund & Misc. Provisions Act, 1952 with rules, order and notifications issued there under from time to time.
 - xi. ESI Act with rules, order and notifications issued there under from time to time.
 - xii. All other Act/ Rules/ Regulations, Bye-laws, other notifications etc. as applicable to the service provider or to this contract from time to time shall be applicable. Orders, Notifications etc. present or future as applicable to the service provider or to this contract from time to time, for providing necessary services/performing the aforesaid jobs.

All employees/ personnel deployed by the service provider shall be the employees of the service provider.

BHEL will not have any liability to absorb them at any point of time nor can they claim any right for employment in BHEL. The Service Providers shall be responsible for any/ all disputes arising between him and his personnel and keep BHEL indemnified by all losses, damages and claims arising thereof.

6. ACCIDENTS/ DAMAGES/ CLAIMS LIABILITIES:

- a. In event of any accident or damages while vehicle(s) is on BHEL's duty, BHEL shall be completely free from any liability of any nature connected with the accident/ damage(s). The service provider himself will be fully and exclusively responsible for any damage to vehicle(s) or any personal injury to driver or any other person in employment of the service provider, occupants of vehicle(s) or any person(s) or damage to any property or person. This includes any third party claims. However, if damage or loss is incurred to BHEL and/ or its employees, as a result of any accident or any other reason involving failure of vehicle(s)/ driver, sustain any damage, the service provider shall reimburse on demand and without any demur the compensation/ damages to BHEL and/ or BHEL employee(s).



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- b. BHEL shall not be responsible for any claim/ compensation that arises due to damages/ injuries/ pilferage to the service provider's vehicle(s)/ property, under any circumstances while the vehicle(s) is engaged for BHEL's duty.
- c. The service provider may safeguard his interest through insurance at his own cost. However, BHEL's claim cannot be linked with payment by any such insurance(s) and the service provider shall directly be liable to pay BHEL's claim. BHEL's claim can also not be linked with the outcome of the verdict of any tribunal or judicial authority, where the case might be pending.
- d. It is the responsibility of the service provider to inform the user of vehicle as well as transport coordinator, the occurrence of any accident involving his vehicle(s), as early as possible to avoid any disruption of BHEL's operations and provide substitute and submit a detailed report to transport coordinator within 24 hours for record of BHEL. The vehicle/ site of accident may have to be inspected by representatives of BHEL in such an eventuality.
- e. Absence of vehicle due to accident may not be entitled for any exemptions from liabilities of contract, whatsoever. Arrangement of alternative/ substitute is responsibility of the service provider, unless otherwise exempted for reasons beyond the service provider's control.

7. PARKING

- a. Service Provider shall ensure security arrangement/ parking place(s) for his vehicle(s) deployed on BHEL duty for which BHEL does not take any responsibility, whatsoever.
- b. However, while vehicle is on BHEL's duty, parking charges will be paid against production of original receipt, duly verified and counter signed by the user officer.

8. REQUISITIONS BY LAW AND ORDER AUTHORITIES

In case vehicle(s) hired from the service provider for BHEL's duty is found to be stolen or involved in any serious criminal offence, BHEL reserves the right to terminate the contract. No notice to the service provider may be necessary in such cases. On this account, if state authority/ police department seizes any vehicle, responsibility shall rest solely on the service provider.

If taxi is seized by the government for any duty or otherwise, the service provider shall provide substitute taxi (of same or higher segment, as available) immediately.

9. LOG BOOK MAINTENANCE.

- a. BHEL will provide separate log-book at commencement of services and in the first working day of every month. It is a financial document to be preserved by the service provider and its loss may lead to non-payment for the service provided.
- b. Separate log-book and duty-slip for vehicles deployed on daily basis are to be maintained for each vehicle. These shall be duly filled up and signed by the authorized user of BHEL. All the bills will be verified on basis of the details filled up in log sheet of the vehicle. If names and designation of user officer and details of km are not clearly mentioned, payment for such journeys may not be considered.
- c. The responsibility of getting log sheet/log book properly filled in, completed in all respect and tally of the distances run with place(s) visited shall be entirely rest with service provider/ driver. Any unauthenticated entry/ cutting/ overwriting shall lead to non-payment for the service provided.



- d. For this purpose, the service provider must check the log-sheet daily and in case of any discrepancy, same shall be brought to the notice of appropriate authorities.
- e. The contractor has to provide separate bills for Corporate Office, BHEL and Power Sector-Head Quarter, New Delhi

10.INSPECTION OF VEHICLES

- a. The acceptance of vehicle on service of BHEL will be subject to inspection of vehicle, its documents relating to vehicle and driver by official(s) of BHEL or third party. Such inspections will be carried out initially before the first acceptance of vehicle and at an appropriate periodicity or by surprise checks at discretion of BHEL. The decision with regards to acceptance or rejection of the vehicle offered by the service provider shall remain with in charge, HR and his decision shall be final and binding.
- b. Any certificate, by any officer of Central or State Government authority, such as Motor Vehicle Inspector of RTO, etc. obtained or produced by the service provider stating that condition or specifications of the vehicle(s) offered to service of BHEL as satisfactory shall not supersede the discretion of BHEL regarding acceptability of the vehicle(s) to BHEL under the contract.
- c. Once a particular vehicle and its documents have been approved for duty of BHEL on monthly/ daily basis, that vehicle shall not ordinarily be changed during the period of contract except on being defective and another vehicle offered is of similar specification.
- d. Inspection is also applicable as deemed necessary to substitute vehicle(s) provided by the service provider against any breakdown/ maintenance.
- e. Any vehicle(s) on duty of BHEL is subject to the surprise checks by an authorized officer of BHEL for its operational condition and specifications or for carrying any unauthorized passengers or any conduct prejudicial to the interest or image of BHEL. In case of any default being detected action shall be taken as per provisions of contract including de-hiring, if necessary.

11.SUBSTITUTE VEHICLES:

In case, vehicle goes off road due to any break-down or accident, the service provider will have to provide a substitute vehicle of same specifications and vintage within 2 hours. If the substitute vehicle is not provided or is not satisfactory the penalty will be imposed as per penalty clause of the contract. Prior information for such a change must be given to the in-charge, Logistics or his authorized representative.

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Commercial Terms & Conditions

1. RATE & PRICE VARIATION: Daily trips (barring 6-8-seater) shall have price variation based on rates of CNG prices variation. All outstation trips and all 6-8-seater trip will have price variation based on rates of diesel prices variation

1.1 RATE & PRICE VARIATION FOR MONTHLY TRIP (barring 6-8 seaters)

In case of award of contract, the hiring charges shall remain firm for a period of four months i.e. the entire period of contract. However, price variation due to increase/ decrease in the price of fuels (only CNG as available at fuel stations in Delhi) shall be effective from the date of variation in the price as per formula given below.

%	Increase/ decrease in hiring charges for vehicles	$\frac{[\text{Revised rate of CNG - base rate of CNG at the date of original tender submission}] \times 0.20 \times 100}{\text{Base rate of CNG on the date of original tender submission}}$
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Price variation clause shall not be applicable for sl. nos. A3,A6 & A7 (refer Table-1).

The schedule of Price given in Table-1 is based on the current price of CNG (**Rs. 78.61 -- per kg in Delhi on the date of release of tender**). These rates are Delhi based. Any increase/ decrease of hiring rates shall be as per the PVC formula above which shall be based on this price of CNG only as the base price (applicable from the date of publishing of the tender).

1.2 RATE & PRICE VARIATION FOR OUTSTATION & 6-8 SEATERS

In case of award of contract, the hiring charges shall remain firm for a period of four months i.e. the entire period of contract. However, price variation due to increase/ decrease in the price of Diesel as available at fuel stations in Delhi shall be effective from the date of variation in the price as per formula given below.

%	Increase/ decrease in hiring charges for vehicles	$\frac{[\text{Revised rate of Diesel - base rate of Diesel at the date of original tender submission}] \times 0.20 \times 100}{\text{Base rate of Diesel on the date of original tender submission}}$
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Price variation clause shall not be applicable for *sl. nos. A3,A6 & A7 (refer Table-1)*.

The schedule of Price given in Table-1 is based on the current price of Diesel (**Rs. 89.66 per liter in Delhi on the date of release of tender**). These rates are Delhi based. Any increase/ decrease of hiring rates shall be as per the PVC formula above which shall be based on this price of CNG only as the base price (applicable from the date of publishing of the tender).

2. VALIDITY OF OFFERS

The bidder's offer shall be valid for a period of 03 months from the date of opening of Part-I bid and 02 months from the date of opening Part-II bid. Price bid opening shall be limited to techno-commercially



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acceptable bidders only. Further, BHEL reserves the right to reject the offer of bidder(s) without assigning any reason.

3. VALIDITY OF CONTRACT

The contract will be valid for a period of four (04) months. The same may however be extended further for a period of three months/ part thereof with mutual agreement, in writing, on the same Rates, Terms and Conditions.

4. TERMINATION OF CONTRACT

If at any time, the service provider defaults in proceeding with the work with due diligence and continues to do so or commit any default in complying any of the tender terms and conditions even after the notice in writing is given, BHEL may, without prejudice to any other right to remedy which shall have accrued or shall accrue thereafter to BHEL, to terminate the contract 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 tender.

5. TERMS OF PAYMENTS

- i) In case of award of the work, the payment, excluding GST & notional interest thereon subject to other terms & conditions mentioned in Clause no. III of (Taxes & Duties), will generally be made on a monthly basis within 30 days after receipt of the computerized bill in duplicate and verification by actual user and certification by Officer-In-Charge for satisfactory completion of the work. No advance money will be paid under any circumstances. Also, no interest shall be paid due to delay in making the payment.
- ii) The bills in duplicate along with duty slips duly signed by the user of the vehicle or his representative should be sent to BHEL for payment. It should be ensured that there is no overwriting in the duty slip. Duty slip without signature of the user at the specified places shall not be accepted for payment.
- iii) The maintenance cost, charges of fuel, road tax, challans, salary of the driver, the overtime of driver etc. are the responsibility of the Service Provider and will be borne by the Service Provider. BHEL will, however, reimburse State levies / taxes for outstation journeys (for single entry only) at actual on submission of receipts in original along with the bill.
- iv) Parking charges, Toll tax, Service Tax and DND payments, as applicable from time to time shall be extra and borne as per actual by BHEL on submission of original receipt along with the bill. Service Provider can also get the state taxes for local journeys reimbursed by BHEL but only on producing original tax receipts.

6. TAXES & DUTIES

- i) Service provider shall submit GST compliant Tax invoice containing all the particulars as stipulated under Invoice Rules of GST Law. Such invoice shall be submitted within prescribed time limit (as per Terms of Payment) in the name of respective BHEL Unit/ Office/ Region.
- ii) The service provider has to submit their GST registration certificate to respective BHEL Unit/ Office/ Region within 30 days from the acceptance of work order. GSTIN of BHEL will be provided to the service provider by respective office of BHEL within 30 days from the placement of work order.



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- iii) Any statutory changes as and when made applicable by the Government shall become applicable against documentary evidence.
- iv) Payment to the service provider will be subjected to TDS as per rules in force from time to time. The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act and GST as applicable, as amended from time to time and a certificate to this effect shall be provided to the service provider by BHEL.
- v) Service Provider shall issue GST compliant invoice for entire fare under his GSTIN.
- vi) Payment shall be made to service provider only after submission of GST complaint tax invoice as mentioned above and other relevant documents. However, to protect BHEL's interest for GST input tax credit, GST portion amount along with notional interest on GST credit for 2 months' period (presently rate of interest is @24%) shall be withheld and the same shall be released only after confirmation from GST website/ portal that such invoice has been declared in GSTR-1 return filed by service provider within the stipulated time for the relevant period and tax amount thereon has been paid by service provider to the Government within the stipulated time period as per GST Law.
- vii) In case GST credit is delayed/ denied to BHEL or subsequently recovered from BHEL due to non/ delay in filing of GSTR-1 or delay in/ non-payment of tax to the Government by service provider or for any other reasons not attributable to BHEL, in such case any financial implication on BHEL on account of delay/ loss/ recovery from BHEL of such GST credit along with interest levied/ leviabale on BHEL till the time GST credit is available to BHEL, shall be recovered from the service provider's bill and/ or adjusted against GST amount not paid as indicated under (vi) above.
- viii) Irrespective of refund of GST credit and interest thereon to BHEL by GST portal upon subsequent declaration of such invoice by service provider in his GSTR-1 for any period after due date of such return and/ or payment of GST thereon by service provider on GST portal, the notional interest for delayed period of GST credit (i.e. delay for the period when GST credit is actually allowed and the period when GST credit should have been allowed had service provider declared such invoice in his GSTR-1 and paid tax thereon in the relevant month as per GST law) shall be recovered from service provider.

7. REGULATION OF PAYMENT:

Payments shall be made as per details given below (refer **Table-1**): -

Table-1



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S. No	Description	1500 KM, 10 hr per day			3000 KM, 10 hr per day			Total Amt (Rs.)
		No	Extra KM	Extra Hr	No	Extra KM	Extra Hr	
1	Estimated Qty	1	10	50	2	10	100	
2	Rate	33600	16	120	48000	16	120	
3	Amount for 01 months	33600	160	6000	96000	160	12000	147920
4	Amount for 03 months							443760
5	GST@5%							22188
	Total							465948

NOTE:-

- For outstation trips, payment will be restricted to actual distance (km) travelled with minimum 200 km per day.
 - Ghaziabad, NOIDA, Gurgaon, Faridabad & other contiguous towns will not be considered as "outstations".
 - Night halt will be given for outstation journeys only.
 - The maintenance cost, charges of fuel, road tax, salary of driver and overtime, challans etc. are to be borne by the service provider.
 - Parking charges/ toll tax/ DND Payments (without any service tax) and service tax/ GST payment, as applicable from time to time shall be extra and borne at actuals by BHEL on certification by the user on submission of documentary proof (original receipt). BHEL will also reimburse state levies/ taxes for outstation journeys (for single entry only) at actuals on submission of receipts in original.
 - Individual item rate of Table-1 above is only estimated and the final rate shall be derived proportionally from the total L1 cost finalized.
- 8. INSURANCE:** The vehicle provided must be fully and comprehensively insured (latest copy of insurance cover to be enclosed).
- 9. BUSINESS DISTRIBUTION:** BHEL intends to distribute the work load to only two (02) service providers/ agencies at the rates of lowest bidder i.e. the L1 bidder as per the provision of splitting of contract.
- 10.** The vehicles sent to BHEL against requisition shall have all relevant documents like vehicle registration certificate/ driving license of driver/ vehicle insurance/ valid PUC certificate etc. BHEL shall not be responsible in any way for non-conformance to any of the Rules & Regulations in respect of the vehicle OR the driver, laid down by the concerned authorities from time to time.
- 11.** Service Provider 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 the



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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, and extra hours' charges etc. of the driver deployed).

12.All the payment shall be made against submission of original bills only.

13.BHEL reserves the right to reject any or all quotations without assigning any reason(s), whatsoever. Quotation of the parties which have been black-listed/ debarred/ banned by PSUs/ kept on hold by any office of Delhi-based divisions of BHEL during the last three years will be rejected. Incomplete bids, in any term, are liable to be rejected.

14.Bid should be free from correction, overwriting, using corrective fluid etc. Any inter-lineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of the person(s) signing the bid, else, the bid shall be liable for rejection.

15. TAX DEDUCTION AT SOURCE:

Tax shall be deducted at source (TDS) from the running bill as per extant Income Tax Rules and other statutory requirements.

16. EVALUATION CRITERIA

- a. BHEL's "Schedule of Hiring Rates" for different model cars is enclosed (reference Price Bid Format **(Annexure-K)**).
- b. The bidders are required to fill **the total cost of complete scope of work** in the box provided in the Price Bid **(Annexure-K)**. Bidders may please note that the % below or % above shall be derived against BHEL total Estimate (Annexure-J). And the same final % below or % above derived against the final quote will be applicable on each and every line item of Schedule of Rate/Estimate (Annexure-J).
- c. In the event of more than one bidder having quoted identical lowest rates and there is a tie amongst the bidders, the respective bidders would be asked to submit their revised rates. This process would continue till the distinct **L1** bidder is obtained.

In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/draw of lots, in presence of respective L-1 bidder(s) or their representative(s).

17. PENALTY CLAUSE:

- a) Penalty in case of daily hiring: In an event of any of the following action given below, there shall be a penalty of Rs. 500 for each case per day.
 - i) Misconduct – Chewing of tobacco, smoking, consumption of narcotic substances and alcoholic beverages, misbehavior of the driver during duty
 - ii) Shabby/ dirty/ smelly condition of the vehicles (interior or exterior)
 - iii) Non-functioning air conditioner (AC)
 - iv) Non-availability of car perfume & towels on seat.



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- b) The deployed vehicle must be registered in the name of service provider. In case of emergency only, the vehicle not registered in name of service provider shall be accepted only for maximum of 3 days. If after 3 days, the service provider fails to provide the vehicle in their name, then penalty of Rs. 500 per vehicle per day shall be imposed.
- c) Generally, a prior notice of two hours will be given to the service providers for providing/ arranging the vehicle. Repeated refusals by the party will be viewed seriously and appropriate action (i.e. imposing a fine of Rs. 500 on every 3rd refusal in a month) will be taken against such defaulting party. BHEL's decision in this regard shall be final.
- d) In case, vehicle leaves the duty earlier than the stipulated duty hour on its own volition, then payment of daily fixed charge shall be made on pro-rata basis. However, a penalty of Rs. 200 per day shall also be imposed for early departure from duty.
- e) In case, vehicle develops some defect en route and is unable to complete assigned journey thereafter, and if service provider fails to arrange a substitute vehicle within 2 hours of such breakdown; no charges will be paid. In addition, expenditure incurred by BHEL on hiring another vehicle, if any, will also be recovered from the service provider.
- f) In case, vehicle is accepted on duty due to operational requirements, at the discretion of BHEL, though, it may not meet the requirements as per given specification, penalty of Rs. 500 per vehicle per day shall be imposed.
- g) A delay of 30 minutes shall normally be ignored. However, every 30 minutes' delay in reporting of vehicle each day will not be acceptable as a routine and BHEL shall take cumulative count for such delays for imposing penalty on hourly rates.
- h) In case, driver is not in proper uniform or not carrying working mobile phone with roaming facilities or the vehicle is not meeting the specified requirement, the vehicle may not be accepted for duty and in case of acceptance in emergency situation, a penalty of Rs. 50 shall be levied on the service provider.
- i) If BHEL hires the vehicle from other source(s) due to any reason as mentioned under mentioned penalty clauses, then, additional financial implications on such hiring will be recovered from the service provider from the running bills additionally to applicable penalty.
- j) The deployed vehicle must keep a sanitizer spray in the vehicle. Driver shall sanitize the vehicle with the sanitizer spray before the ride. In case, sanitizer is not found in the vehicle and complain is received from user, a penalty of Rs. 200/- shall be imposed per incident.
- k) Driver of deployed vehicle must wear the mask as per govt. guidelines. In case, driver is found without mask, the vehicle shall be returned and a penalty of Rs. 500/- per vehicle per day shall be imposed.



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I) Total penalty shall not exceed 10% of the contract value.

18. BHEL reserves the right to scrap the tender at any time without assigning any reason.



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Annexure-D

COMPOSITION OF BIDS

Bidders are requested to quote in two parts as given below. However, for quotation submitted in single bid against our requirement of two-part bid will be considered only if the bid is techno-commercially accepted without seeking any clarifications/ missing documents from the bidder. Otherwise, the bid is liable to be rejected.

Bids shall be dropped in Tender Box located near to security office at Reception, BHEL House, Siri Fort, New Delhi-110049 latest by 14:30 hrs on or before the due date, in two parts as given below.

a. Part-I (Techno-Commercial Bids)

The Part-I bid shall contain all details and documents as given below. No price details are to be furnished in Part-I of the bid.

- i. EMD of Rs. 14,000.00 (Rupees Thirty-Five Thousand Six Hundred only) (as per of **Annexure -A**).
- ii. All the requisite documents as per Annexure-A.
- iii. Duly filled copies of Annexure E, F, I & J.
- iv. Signed & Stamped copy of Tender Document.

b. Part-II (Price Bid)

Part-II bid shall comprise of Price Format (**Annexure-K**) ONLY, duly filled, as per the enclosed instructions/ details.

Note: "Bidder must note that the bid should be submitted as per the details given at Annexure D (Composition of Bids). Price to be filled-in strictly as per the Price Bid Format (Annexure-K). Failing to do so may lead to rejection of Bid."

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Annexure-E

DETAILS OF BUSINESS

1	Name of the Authorized Representative	
2	Status of Firm (whether HUF, individual etc.)	
3	Address for communication	
4	Registered Office, if any :	
5	Location of Garage(s) :	
6	Telephone No. (Office) (Res) (Garage) (Mobile) (Fax) (e-mail address) (Website address, if any)	
7	Name of proprietor / partner	
8	Name of Bankers	
9	Date/ year of commencement of Business	
10	Service Tax – Registration No.	
11	GSTIN	
12	PAN	
13	Any other information	

Habib

Signature
With name, Designation & seal of the firm



BHARAT HEAVY ELECTRICALS LIMITED
CORPORATE (HR – GAX)
BHEL HOUSE, SIRI FORT, NEW DELHI – 110049.

PH: 011-66337436
e-mail: habib@bhel.in

Annexure-F

Undertaking Format

(To be submitted on letter head of bidder)

M/s _____ here by declares that in case of award of work, we will only provide taxi of make Jan-2019 or later for services under this tender.

Signature
With name, Designation & seal of the firm



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Annexure-G

Vehicle Duty Slip

To be invariably filled by the operator:

1. Vehicle No: _____	2. Vehicle Model: _____
3. Driver Name: _____	4. Driver Mobile No: _____
6. Variant (Diesel / Petrol): _____	6. Vehicle Regn. Month & Year: _____
7. Issue date of Driver's License: _____	
8. Name and mobile of user: _____	9. Reporting date: _____
10. Reporting time and address of the user: _____	
11. Starting KM reading at Garage: _____	12. Starting Time at Garage: _____
13. Booked by (Name and Division): _____	
Signature of Operator _____	Signature of User _____

To be invariably filled by the user

1. KM reading at place of reporting: _____	2. Reporting Time: _____	3. Date: _____
4. Places Visited: _____		
5. KM reading at place of release: _____	6. Time of release: _____	7. Date: _____
8. Total KMs: _____	9. Total time (hours): _____	
10. Total Parking and Taxes (if any): _____		
		Signature of the user _____

Remarks/Feedback of the user wrt vehicle and driver

_____	Signature of User _____
-------	-------------------------

Note:

1. User to ensure that all the columns of the duty slip are filled in and verify the places visited, usage, duty hours before the release of vehicle.
2. No over writing unless duly authorized / signed by the concerned shall be acceptable.
3. Driver deployed for duties should have at least 3 years of experience and should be well versed with NCR routes.
4. For all purposes, the distance from garage to place of duty and back to garage shall be considered on the basis of details given by the operator in their offer.
5. Duty hours shall be from the time of reporting to the time of release of vehicle by the user (mandatory for the duties on daily basis).
6. BHEL reserves the right to reject / cancel any incomplete duty slip.
7. In case of any discrepancy, BHEL reserves the right to verify any details from the concerned user and the decision of BHEL in this regard shall be final and binding.
8. Driver deployed should be properly dressed with shoes.
9. All other terms and conditions should be as per tender document.



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Annexure-H

ACCEPTANCE LETTER / DEVIATION CERTIFICATE

Notwithstanding anything mentioned in our bid, we hereby accept all terms and conditions of the above tender.

Or

We hereby accept all terms and conditions of the above tender except the followings:
(Give reference to clause nos. of Terms & Conditions which are not acceptable)

- 1.
- 2.
- 3.

Note:

Deviations may or may not be accepted by BHEL.

"I _____ hereby certify that except the deviations mentioned above, we do not have any other deviations to the tender no. AA: GAX:22: DH:103; Date: 09.11.2022. Deviations if any, mentioned elsewhere in our bid (whether Techno-commercial bid of Price bid) may be treated as null and void by BHEL.

Signature
With name, Designation & seal of the firm



**BHARAT HEAVY ELECTRICALS LIMITED
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BHEL HOUSE, SIRI FORT, NEW DELHI - 110049.**

**PH: 011-66337436
e-mail: habib@bhel.in**

Annexure-I

DECLARATION

I/ We hereby declare that I/ we have not been banned or de-listed by any PSU/ Government Department/ Financial Institution/ Court and no case is pending with the police/ court of law against our firm/ partner or the company.

**Signature
With name, Designation & seal of the firm**



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Annexure-J

Estimate Sheet

S. No	Description	1500 KM, 10 hr per day			3000 KM, 10 hr per day			Total Amt (Rs.)
		No	Extra KM	Extra Hr	No	Extra KM	Extra Hr	
1	Estimated Qty	1	10	50	2	10	100	
2	Rate	33600	16	120	48000	16	120	
3	Amount for 01 months	33600	160	6000	96000	160	12000	147920
4	Amount for 03 months							443760
5	GST@5%							22188
	Total							465948

Note:

- 1) The bidder shall quote only one figure in price bid i.e. **Total Amount (including GST) for a period of 03 months.**
- 2) The quoted amount shall be worked out backwards to arrive at the individual 'line item rate on proportionate basis'.



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Annexure-K

PRICE BID FORMAT

Descriptions	Quote	
	In figures	In words
Total Amount (including GST) for a period of 03 months for complete scope of work		

Note:

- 1) The bidder is advised to carefully study the estimate sheet (Annexure J) and quote the required amount (including GST).
- 2) The bidder shall quote only one figure in price bid i.e. **Total Amount (All inclusive, including GST) for a period of 03 months.**
- 3) The quoted amount shall be worked out backwards to arrive at the individual 'line item rate on proportionate basis'.

Signature
With name, Designation & seal of the firm



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Annexure-L

LOG SHEET

भारत हेवी इलेक्ट्रिकल्स लिमिटेड BHARAT HEAVY ELECTRICALS LIMITED सी.एच.ई.एल. बस्स, सिरी फोर्ट, नई दिल्ली-110049 BHEL HOUSE SIRI FORT, NEW DELHI-110049			दैनिक ट्रिप शीट DAILY TRIP SHEET			क्रम संख्या / Sl. No. 4601	
ड्राइवर का नाम Name of the Driver _____ गाड़ी संख्या / Vehicle No. _____				दिनांक Date _____ रिपोर्टिंग का समय Time of Reporting _____			
STARTING स्थान Place समय Time किमी/घंटा पर पठन K.M. Reading			ARRIVAL स्थान Place Visited समय Time किमी/घंटा पर पठन K.M. Reading				
उपरोक्त के हस्ताक्षर (रिदि "यूजिंग" है तो नाम, पदनाम, कर्तव्यी संख्या और रिपोर्टिंग स्टम्प करें) Signature of the user (for "Personal" Schedule Means, Designation St. No. & Dept. Clearly)				रिमांकिंग (यदि "कार्यालयी" के साथ पूरा कीजिये) (in addition to the word "official" Pl. indicate purpose in brief)			
ट्रिप की शुरुआत करने वाले का नाम, पदनाम और कर्तव्यी संख्या St. No. User's Name, Designation and Staff No.		स्थान Place समय Time किमी/घंटा पर पठन K.M. Reading		स्थान / Date : मात्रा / Quantity : समय / Time : किमी/घंटा पर पठन / At K.M. reading : स्थान : नई दिल्ली / Place : NEW DELHI.			
ट्रिप के अंत में स्थान, समय, पठन, और किमी/घंटा पर पठन		स्थान Place समय Time किमी/घंटा पर पठन K.M. Reading		रिमांकिंग (यदि "कार्यालयी" के साथ पूरा कीजिये) (in addition to the word "official" Pl. indicate purpose in brief)			

ड्राइवर के हस्ताक्षर
 Signature of the Driver

पर्यवेक्षक के हस्ताक्षर
 Signature of the Supervisor

नियंत्रण अधिकारी के हस्ताक्षर
 Signature of the Controlling Officer

Handwritten Signature

Signature
 With name, Designation & seal of the firm



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Annexure M

NEFT Format

Beneficiary Name	
Beneficiary Bank Name	
Beneficiary Bank address	
IFSC CODE of the bank	
Beneficiary Account Number	
Email ID	
PAN	

Enclosed: A photocopy/ cancelled copy of one leaf from my cheque book for the codes required above.

I hereby confirm that the above mentioned particulars are in order. To facilitate NEFT credits, I will inform BHEL in case of any changes in the Bank Particulars at a future date.

Thanking you,

Yours sincerely,

Signature:

Name:

Designation:

Company Seal:

Date:



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ANNEXURE - N

SECURITY DEPOSIT BANK GUARANTEE

This deed of Guarantee made thisday of two thousand and by(Bank) herein after called the " The Guarantor" (which expression shall unless repugnant to the context or meaning thereof be deemed to include it's successors and assigns) in favour of M/s Bharat Heavy Electricals Limited (A Govt. of India Undertaking) a company incorporated under the Companies Act, 1956, having it's registered office at BHEL House , Siri Fort, Asiad, New Delhi- 110049 through it's office complex at Noida, distt, Gautam Budha Nagar (UP) -201301 herein after called " The Company" (which expression shall unless repugnant to the context or meaning thereof by deemed to include it's successors and assigns)

WHEREAS(herein after referred to as the Contractor) have entered into contract arising out of Letter of Intent no. dt.....(herein after referred to as "the contract") for the construction of with the company.


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

AND WHEREAS the contractor has approached the Guarantor and in consideration of the arrangement arrived at between the Contractor and the Guarantor, the Guarantor has agreed to give the Guarantee as hereinafter mentioned in favour of the company.

The Guarantor do hereby guarantee to the company the due and faithful performance, observance or discharge of the Contract by the contractor and further unconditionally and irrevocably undertake to pay to the Company without demur and merely on a demand, to the extent of Rs.....(Rupees.....) against any claim by the company on them for any loss , damage, costs, charges and expenses caused to or suffered by the company by reasons of the contractor making any default in the performance, observance or discharge of the terms, conditions, stipulations or undertakings or any of them as contained in the contract.

The decision of the company whether any default has occurred or has been committed by the contractor in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them as contained in the contract and/ or as to the extent of loss, damage, costs, charges and

expenses caused to or suffered by the company by reason of the contractor making any default in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them shall be conclusive and binding on the Guarantor irrespective of the fact whether the

	<p align="center">BHARAT HEAVY ELECTRICALS LIMITED CORPORATE (HR – GAX) BHEL HOUSE, SIRI FORT, NEW DELHI – 110049.</p>	<p>PH: 011-66337436 e-mail: habib@bhel.in</p>
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contractor admits or denies the default or questions the correctness of any demand made by the company in any Court, Tribunal or Arbitration proceedings or before any other Authority.

The company shall have the fullest liberty without affecting in any way the liability of the Guarantor under this Guarantee, from time to time to vary any of the terms and conditions of the contract or extend time of performance by the contractor or to postpone for any time and from time to time any of the powers exercisable by it against the contractor and either enforce or forebear from enforcing any of the terms and conditions governing the contract or securities available to the company and the Guarantor shall not be released from its liability under these presents by any exercise by the company of the liberty with reference to the matters aforesaid or by reasons of time being given to the contractor or any other forbearance act or commission on the part of the company or any indulgence by the company to the contractor or any other matter or thing whatsoever which under the law relating to sureties would, but for this provision have the effect of so releasing the Guarantor from it's liability under this guarantee.

The Guarantor further agrees that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the contract and its claim satisfied or discharged and till the company certifies that the terms and conditions of the contract have been fully and properly carried out by the contractor accordingly discharges this Guarantee, subject however, that the company shall have no claim under this Guarantee after..... i.e., (the present date of validity of Bank Guarantee unless the date of validity of this Bank Guarantee is further extended from time to time, as the case may be) unless a notice of the claim under this Guarantee has been served on the Guarantor before the expiry of the said period in which case the same shall be enforceable against the Guarantor notwithstanding the fact that the same is enforced after the expiry of the said period.

The Guarantor undertakes not to revoke this Guarantee during the period it is in force except with the previous consent of the Company in writing and agrees that any liquidation or winding up or insolvency or dissolution or any change in the constitution of the contractor or the Guarantor shall not discharge the Guarantor's liability hereunder.

It shall not be necessary for the company to proceed against the contractor before proceeding against the Guarantor and the Guarantee herein contained shall be enforceable against them not withstanding any security which the company may have obtained or obtain from the Contractor shall at the time when proceedings are taken against the Guarantor hereunder be outstanding or unrealized.

Notwithstanding anything contained herein before, our liability under the Guarantee is restricted to Rs (Rupees.....). Our guarantee shall remain in force un till....., i.e., (the present date of validity of Bank Guarantee unless the date of validity of this Bank Guarantee is further extended from time to time) unless a claim or demand under this guarantee is made against us on or before.....we shall be discharged from our liabilities under this Guarantee thereafter.

Any claim or dispute arising under the terms of this document shall only be enforced or settled in the courts having jurisdictions at New Delhi only.





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The Guarantor hereby declares that it has power to execute this guarantee and the executants have full powers to do so on behalf of the Guarantor.

IN WITNESS whereof the(Bank) has hereunto set and subscribed it's hand the day, month and year first, above written,

Signed for and on behalf of the Bank

(Signatory No,)

WITNESSES

1. Name and Address

2. Name and Address

Notes:

1. The above BG shall be executed on the non-judicial stamp papers of adequate value procured in the name of the bank in the state where the bank is located.
2. The above BG is required to be sent by the executing bank directly to BHEL at the address where tender is submitted/ accepted under seal cover.

Habib



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Signature
With name, Designation & seal of the firm

ANNEXURE-O

CHECK-LIST

SUMMARY OF COMPLIANCE TO REQUIREMENT OF TENDER

S. No.	Description of requirement	Yes / No /NA	Page Nos.
1	PQR Annexure – A.		
2	Technical terms & Conditions Annexure – B.		
3	Commercial Terms & Conditions Annexure – C.		
4	Composition of Bids Annexure – D		
5	Details of Business Annexure – E		
6	Undertaking Format Annexure – F		
7	Vehicle Duty Slip Annexure – G		
8	Acceptance letter / Deviation Certificate Annexure – H		
9	Declaration Annexure – I		
10	Estimate Sheet Annexure – J		
11	Price Bid Format Annexure – K		
12	Log Sheet Annexure – L		
13	NEFT Format Annexure – M		
14	Security Deposit Bank Guarantee Annexure – N		
15	Check List – For submission of tender Annexure – O		

Signature
With name, Designation & seal of the firm