

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	14-05-2024 11:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	14-05-2024 11:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Heavy Industries And Public Enterprises
Department Name/विभाग का नाम	Department Of Heavy Industry
Organisation Name/संगठन का नाम	Bharat Heavy Electricals Limited (bhel)
Office Name/कार्यालय का नाम	10310019-rod-new Delhi
Item Category/मद केटगरी	Custom Bid for Services - Tender for Tourist Taxi on Daily Requirement as and when required
Contract Period/अनुबंध अवधि	1 Year(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	4 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	1 Year (s)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	50% Lowest Priced Technically Qualified Bidders
Type of Bid/बिड का प्रकार	Two Packet Bid

Bid Details/बिड विवरण	
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Payment Timelines	Payments shall be made to the Seller within 45 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है	Yes

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	12

(a). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

BHEL
BHEL, ROD, MUMBAI 15th Floor, WTC, Centre-1, Cuffe Parade, Mumbai – 400 005
(Bhel)

Splitting/विभाजन

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.

3. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

5. Reverse Auction would be conducted amongst first 50% of the technically qualified bidders arranged in the order of prices from lowest to highest. Number of sellers eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L-1 to L-4). In case number of technically qualified bidders are 2 or 3, RA will be between all without any elimination. If Buyer has chosen to split the bid amongst N sellers, then minimum N sellers would be taken to RA round. In case Primary products of only one OEM are left in contention for participation in RA based on lowest 50% bidders qualifying for RA, the number of sellers qualifying for RA would be increased to get at least products of one more OEM (directly participated or through its reseller) if available. Further, if bid(s) of any seller(s) eligible for MSE preference is / are coming within price band of 15% of Non MSE L-1 or if bid of any seller(s) eligible for Make in India preference is / are coming within price band of 20% of non MII L-1, then such MSE / Make in India seller shall also be allowed to participate in the RA process.

Excel Upload Required/एक्सेल में अपलोड किए जाने की आवश्यकता :

price break up - [1714136268.xlsx](#)

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

GEM Availability Report (GAR):[1714136401.pdf](#)

Scope of Work:[1714799197.pdf](#)

Service Level Agreement (SLA):[1714799202.pdf](#)

Payment Terms:[1714799206.pdf](#)

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
06-05-2024 10:00:00	BHEL 15 floor, WTC Cuffe parade colaba

Custom Bid For Services - Tender For Tourist Taxi On Daily Requirement As And When Required (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Tender for Tourist Taxi on Daily Requirement as and when required
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
Addon(s)/एडऑन	

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement/अतिरिक्त आवश्यकता
1	Sarin Hariraj Sondawale	400005,BHEL, Regional Operations Division (ROD Mumbai) 15th Floor, Centre-1, World Trade Centre (WTC) , Cuffe Parade, Colaba, Mumbai - 400 005	1	N/A

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. Generic

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

BHEL, ROD, MUMBAI 15th Floor, WTC, Centre-1, Cuffe Parade, Mumbai – 400 005
BHEL, ROD, MUMBAI 15th Floor, WTC, Centre-1, Cuffe Parade, Mumbai – 400 005
BHEL, ROD, MUMBAI 15th Floor, WTC, Centre-1, Cuffe Parade, Mumbai – 400 005
BHEL, ROD, MUMBAI 15th Floor, WTC, Centre-1, Cuffe Parade, Mumbai – 400 005
BHEL, ROD, MUMBAI 15th Floor, WTC, Centre-1, Cuffe Parade, Mumbai – 400 005

3. Generic

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

4. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

5. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

6. Purchase Preference (Centre)

Bid reserved for Make In India products: Procurement under this bid is reserved for purchase from Class 1 local suppliers as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document 50%. All bidders must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which the bid is liable to be rejected. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

7. Generic

Consortium: In case of Contracts, wherein the seller alone does not have necessary expertise, the seller can form consortium with other sellers for submission of the bid, with one of the consortium company as leader. However, each and every member of the consortium shall be equally responsible for the complete execution of the project contract. An undertaking to this effect is to be uploaded with bid.

8. Service & Support

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

9. Service & Support

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

10. Purchase Preference (Centre)

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are

excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 100% of total value.

11. **Purchase Preference (Centre)**

Procurement under this bid is reserved for purchase from Micro and Small Enterprises whose credentials are validated online through Udyog Aadhaar/URC for that product/service category. If the bidder wants to avail the reservation benefit, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service.

12. **Payment**

PAYMENT OF SALARIES AND WAGES: Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

13. **Past Project Experience**

Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

14. **Generic**

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

15. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

Subject: BHEL, ROD Mumbai: Tender for Tourist Taxi on Daily Requirement (as and when)

BHEL, Regional Operations Division, Mumbai; Conformity to the terms and conditions laid down in the tender specification; BHEL invites sealed tenders in Two Bid System from established contract ors for local/outbound travel on daily basis for Tourist Taxi for Senior Officials, Employees and Official Guest of BHEL.

The bidders are advised to submit their most competitive offers complete in all respect and without any deviation.

The tender will be conducted and evaluated online through GeM. No other forms of submission of offer or hard copy is accepted.

1. GENERAL INFORMATION

1. Address :BHEL, ROD, MUMBAI 15th Floor, WTC, Centre-1, Cuffe Parade, Mumbai – 400 005.
2. Contact Person : Mr Subrat, subrat@bhel.in ; Mr Sarin , sarin@bhel.in
3. Telephone : 022 2217 1203 / 022 2217 1222/ 022 2217 1242
4. Tender Type : Rate CONTRACT
5. Duration of Contract The contract will be for One Year from 01.06.2024 till 31.05.2025. It can be Further extended for one more year on Mutual consent; in writing, of both parties.
However, in this tender, bidder is advised to quote price bid considering contract of 1year only
6. Due date & Time of submission of bid : As published on GeM
7. Date and time of opening of (Technical) Part I : As published on GeM
8. Date and time of opening of (Price) Part II : To be intimated on GeM to technically qualified parties
9. EMD: Not Applicable
10. The tendering process will be completed through GeM

The tender documents comprise the following:-

Part-1 – Techno Commercial Bid.

All required documents must be submitted on the portal.

Part-2 – Price Bid

Must be quoted in BOQ format provided at the portal.

Format of price bid must not be changed. Please see schedule A and B for price bid format.

2. Scope of work

Rate contract to hire tourist taxis as Daily Taxi Vehicle i.e. Swift / Swift D'zire / Etios / Innova Crysta/ Honda City / Toyota Corolla Altis or equivalent etc. for Senior Executives, guests and employees for local / outstation journeys on daily basis. BHEL, therefore, intends to empanel reputed taxi operators on rate contract basis for a period of one year from the date of award for hiring of taxis on (Daily basis) "as and when required basis" for different Type of Vehicles as mentioned in following:

The anticipated load of different type Vehicle for (Daily Basis) One year, shall be as under:

Swift or Equivalent : 25

D'zire or Equivalent : 350

H/City or Equivalent : 50

I Crysta or Equivalent : 50

Corolla Altis or Equivalent : 25

Anticipated work load in yr : 500

There is no minimum guarantee of the number of vehicle that will be asked for service in year. However, the contractor shall be prepared to supply additional vehicles as per requirement at short notice during peak requirement.

For the reporting & releasing place being BHEL World Trade Centre-I, Mumbai, the distance from & to Garage shall be limited to 14 KMs or actual, whichever is less.

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3. SPECIAL CONDITIONS

1. Ownership of cars for each type of vehicle should be as follows:
 - a) Swift or Equivalent : At least 1
 - b) D'zire or Equivalent : At least 3
 - c) H/City or Equivalent : At least 1
 - d) I Crysta or Equivalent : At least 1
 - e) Corolla Altis or Equivalent : At least 1
2. Vehicle as mentioned in clause1 (1.c, 1.d, 1.e) above, should be diesel vehicle. RATE & PRICE VARIATION (for diesel) clause as mentioned in technical bid clause would be applicable in this regards .
3. Vehicle as mentioned in clause1 (1.a, 1.b) above, may be non- diesel vehicle. RATE & PRICE VARIATION (for CNG) clause as mentioned in technical bid clause would be applicable in this regards
4. The above mentioned criteria must be fulfilled by the bidder for considering their Bid for the respective Type of vehicle
5. The Vehicles **must be registered** in the name of their Agency / Company / Proprietors / Partners / Individuals, with RTO to play as Tourist Vehicle i.e. T-Registration.
6. The Registration of the cars should not be prior to **2020**.
7. Bidder must submit proof of having successfully completed similar works and other relevant document : as per technical bid.
8. All relevant paper should be in name of owner or firm
9. The offers of the bidders who are under suspension/banned/black listed by BHEL as also the offers of the bidders, who engage the services of such firms, shall be rejected.
10. Bidders must go through Guidelines for suspension of business dealings. Guidelines for suspension of business dealings with suppliers/contractors are available on website www.bhel.com on "supplier registration page".
11. Offer Validity: Offers shall remain valid for 3 month from the date of opening of Tender

4. INVOICES AND PAYMENT TERMS:

- a. No advance will be paid. The actual payment to be made to bidder will be based on verification by BHEL representative. Payment would be made based on actual services provided by

bidder and certified by BHEL representative.

- b.** Pakka bill / Tax Invoice with GST number is must. The bill should be in name of **Bharat Heavy Electricals Limited** bearing GST No. 27AAACB4146P1ZF. The GST No. of bidder should also be written on the bill. The tax invoice should be GST compliant. The GST amount would be released once it is reflected on GST portal.
- c.** The Contractor will be required to raise the Invoice for the services rendered. The Invoices will have to be raised according to the explicitly agreed rates and payment terms of the contract.
- d.** In consideration of such services mentioned above rendered by the contractor, BHEL will pay charges and also applicable taxes to the contractor for every calendar month within 30 days of submission of clear bills. TDS as applicable will be deducted at source from the payment.
- e.** Payment will be made online through NEFT/RTGS to contractor bank account within 30 days of submission of bill and its verification. Successful bidder must give bank details for eMandate in prescribed format.
- f.** The contractor will have to produce invoices showing the tax elements separately.
- g.** In case the, TDS is not to be made, the contractor will have to produce the exemption letter from the relevant authorities to this effect along with bill submitted for payment.
- h.** The successful bidder shall furnish proof of GST registration with GSTN Portal covering the services under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by the successful bidder on BHEL for this project/ work.
- i.** In case of raising any Invoice/ Supplementary Tax Invoice (Debit / Credit Note) Bidder shall issue the same containing all the details as required as per applicable GST Act & Rules.
- j.** Bidder shall comply with the Time limit prescribed under the GST Law and rules thereof for raising of the tax invoice.
- k.** Bidder shall note that in case GST credit is delayed/ denied to BHEL due to delayed / non receipt of goods and /or tax invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons attributable to the bidder, GST amount shall be recoverable from the bidder along with interest levied / leviable on BHEL, as the case may be.
- l.** Bidder shall upload the Invoices raised on BHEL in GSTR-1 within the prescribed time as given in the GST Act. Bidder shall note that in case of delay in declaring such invoice in your return and GST credit availed by BHEL is denied or reversed subsequently as per GST Law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from the bidder along with interest levied / leviable on BHEL.

5. OBSERVANCE OF LOCAL LAWS :

- a)** The Contractor shall comply with all Laws, Statutory Rules, Regulations etc. The Contractor shall obtain all necessary permits/approval from the local Governing Body, Police and other concerned Authorities as may be required under law.
- b)** The Contractor shall pay all taxes, fees, license charges, deposits, duties, tolls, royalty, commissions or other charges that may be Leviable on account of any of the operations connected with the execution of this contract.
- c)** The Contractor shall be responsible for the proper behaviour and observance of all regulations by the staff employed

6. RISK PURCHASE:

BHEL reserves to itself the following rights in respect of this Contract without entitling the Contractor for any compensation.

- a.** If at any time during the validity of the contract, the contractor fails to render all or any of the services required under the scope of work of the contract satisfactorily in the opinion of BHEL, whose decision shall be final and binding on the contractor, BHEL reserves the right to get the work done by other parties at the risk and cost of the contractor and also forfeit the security deposit.

- b. To recover any moneys due from the Contractor, from any money due to the Contractor under this or any other contract or from the Security Deposit.
- c. To claim compensation for losses sustained including BHEL's supervision charges & overheads in case of termination of Contract.

7. SAFETY OF MEN, EQUIPMENT, MATERIAL & ENVIRONMENT :

All safety rules, codes applied by BHEL/its customer at site shall be observed by the Contractor and his workmen without exception. The Contractor shall be responsible for the safety of the equipment/materials and work to be performed by him.

8. INSURANCE:

- a. The Contractor shall during the performance of the contract take a suitable insurance to cover against bodily injury, death or damage to property of the Contractor or his employees.
- b. The Contractor shall during the performance of the contract take out a Third Party insurance cover against bodily injury or death suffered by any third party/parties or damage to property occurring during the course of execution of this contract in accordance with appropriate statutory requirements.
- c. If due to Contractor's carelessness, negligence, non-observance of safety precautions, improper security arrangements or due to non-compliance of paper work needed for lodging insurance claim, damage to BHEL/its Customer's property, and if BHEL is unable to recover its claim from the Insurance Company, the deficit will be recovered from the Contractor.

9.0 INDEMNITY:

The Contractor shall indemnify and keep indemnified BHEL all losses, claims etc. arising out of any of his acts or out of the acts of his Contractors or associates or servants during the currency of the contract.

10.0 SECURITY DEPOSIT:

Security Deposit (SD): The contractor whose tender has been accepted shall, within seven days of receipt of the notification of acceptance of his tender or before start of work (whichever is earlier), deposit Security deposit @ 5 % of Contract value.

Modes of Deposit:

Security deposit may be made in any of the following ways:

- a. NEFT / RTGS details will be provided (as permissible under the extant Income Tax Act).
- b. Electronic Fund Transfer in favour of BHEL.
- c. Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- d. 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).
- e. 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

Note: Acceptance of Security Deposit against Sl. No. (d) and (e) above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not

t be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith). Securities / BG's shall be released after three **(3) months** of successful execution, completion of the contract and upon fulfillment of contractual obligations as per terms of the contract

General Terms related to SD:

- a. The security Deposit will not carry any interest. Security Deposit shall be released to the contractor upon fulfillment of Contractual obligations as per terms of contract.
- b. If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor
- c. BHEL, shall not be responsible for any loss of securities due to liquidation or any other reason whatsoever or any depreciation in the value of the Securities while in their charge or for any loss of interest thereon.
- d. All compensation or other sums of money payable by the contractor to BHEL under the terms of this contract or under any other contract with BHEL, may be deducted from the Security Deposit.
- e. In case of an Award of a Contract and if the Contractor fails to perform or does not comply with the Performance Evaluation Criteria, the Security Deposit will not be refunded / Bank Guarantee encashed.
- f. The claim period for Bank Guarantee shall be kept three months after the contract end date.
- g. "Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (Repo rate +4%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered from the bills along with the interest"

11.0 REQUIREMENTS OF PERFORMANCE

All permissions / Clearances or any other relevant authorization from competent authority shall be obtained by the Contractor at his own cost. Any contingency arising in this respect shall be the responsibility of the Contractor. Also the Contractor shall be responsible for any mishap, accident en route and consequences therefore including legal complications, if any.

The contract as entered into between BHEL and the Contractor shall in no way, nullify, reduce, mitigate or absolve the parties of any responsibility, obligation or liability that may devolve upon them under the acts or laws governing such activity.

12.0 Discrepancy In Words & Figures: Quoted In Offer

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 .

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, the bid is liable to be ignored

13. PREVENTION OF CORRUPTION

Canvassing in any form or any attempt to influence directly or indirectly any official of the company will lead to rejection of the bids

The company shall be entitled to cancel the contract and to recover From the Contractor the

amount of any loss resulting from such cancellation, if the Contractor has offered or given any person any gift or consideration of any kind as an inducement or reward for doing or intending to do any action in relation to the obtaining or the execution of the contract or any other contract with the company or for showing or indenting to show favour or disfavour to any person in relation to the contract with the company, if the like acts shall have been done by any persons employed by him or acting on his behalf whether with or without the knowledge of the Contractor in relation to this or any other contract with the company.

14. CANCELLATION OF THE CONTRACT:

BHEL shall have the right to cancel the contract for unsatisfactory performance i.e. repeated failure for arranging vessels. BHEL shall have the right to forfeit the security for poor performance of CONTRACTOR leading to cancellation of contract.

BHEL reserves the right to either short close the contract or terminate the contract at its discretion without assigning any reason by giving one month's notice by registered post acknowledgement due or in person under delivery.

15. 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.

- 16.** 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 [www. bhel.com](http://www.bhel.com) and/or under applicable legal provisions”.

17. ARBITRATION

- a)** In the event of any dispute or difference arising out of the execution of the Order/Contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision between BHEL & Service Provider in any manner touching upon the Order/Contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the arbitration of the person appointed by the competent authority of BHEL.

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

bitration shall be at Mumbai.

- 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 Order/Contract, such dispute or difference shall be referred to by either party to the arbitration of one of the arbitrators in the department of public enterprises. 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.

Courts at Delhi shall have exclusive jurisdiction to decide the dispute, if any, arising out of or in respect of the contract(s) to which these conditions are applicable.

FORMAT FOR TECHNO COMMERCIAL BID

Offers for Hiring of Tourist Taxis for BHEL, ROD, Mumbai

Sr. No	Description	Remarks
1	Average Annual Turnover: The Bidder must have an average annual turnover not less than Rs 4 lakhs for the last three years (2020-21, 2021-22, 2022-23) (CA certificate/Audited Balance sheet/P&L account to be submitted / uploaded) It must bear UDIN number of CA.	(CA certificate/Audited Balance sheet/P&L account to be submitted / uploaded) to be submitted

2	<p>Bidder must submit proof of having successfully completed similar works : during last 7 years (ending last day of month previous to the one in which the tender was due for opening) as under:</p> <p>Three contracts of value not less than Rs 4.54 lakhs each.</p> <p>OR</p> <p>Two contracts of value not less than Rs. 5.67 lakhs each.</p> <p>OR</p> <p>One contract of value not less than Rs 9.08 lakhs each.</p> <p>Similar work means providing commercial vehicles/tourist taxi to Govt. Departments/Public Sector/Private organization for specified period</p>	copies of work order/ contract along with completion certificate to be enclosed
3	The compliance letter/NIT duly signed and stamped on letter head is to be uploaded on E-procurement portal.	To be uploaded

4	<p>Following documents to be up loaded (The Registration of the cars should not be prior to 2020.)</p> <p>a) Copies of the valid RC books for the cars owned by the bidder- Original will be required for verification before opening of the Price Bid.</p> <p>b) GST registration number and PAN no.</p> <p>c) Comprehensive insurance of cars.</p> <p>d) Copy of valid permit for vehicle for 'T' mark from RTO.</p> <p>e) Copy of fitness certificate of vehicle by RTO.</p> <p>f) Proof of office and the garage-to enclose telephone / electricity bill or Govt issued any document having mention of address</p> <p>g) Nature of firm (Proprietorship / Partnership / Private Limited / Public Limited).</p> <p>The following documents are to be submitted:</p> <p>a) Proprietorship Firm — Registration certificate under Bombay Shop & Establishment Acts / Other Statutory Authorities like PWD / MHADA / Sales Tax Department / Registration of Companies etc.</p> <p>b) Partnership Firm — Partnership Deed</p> <p>c) Private Limited Company / Public Limited Company — Certificate of Incorporation.</p>	To be uploaded
5	<p>Ownership of cars for each type of vehicle should be as follows:</p> <p>a) Swift or Equivalent : At least 1</p> <p>b) D'zire or Equivalent : At least 3</p> <p>c) H/City or Equivalent : At least 1</p> <p>d) I Crysta or Equivalent : At least 1</p> <p>e) Corolla Altis or Equivalent : At least 1</p> <p>Vehicle as mentioned in clause (c,d,e) above, should be diesel vehicle.</p> <p>Vehicle as mentioned in clause (a,b) above, may be non- diesel vehicle.</p>	Accepted unconditionally

5.1	<p>RATE & PRICE VARIATION (diesel vehicle: c,d,e)</p> <p>In case of award of contract, the hiring charges shall remain firm for a period of one year i.e. the ENTIRE PERIOD OF CONTRACT.</p> <p>However, price variation due to increase / decrease in the price of fuel (normal diesel as available at Petrol Pumps in Mumbai) shall be effective from the date of variation in the price of diesel as per formula given below.</p> <p>BHEL would allow price variation due to increase / decrease in diesel rates for the 60% component. The same will be checked on the 1st day of every quarter. (e.g. 1st Apr, 01st Jul, 01st Oct, 01st Jan) . The formula for the same is as under:</p> <p>% Increase /Decrease =</p> <p><u>(revised rate of diesel – Base rate of diesel on the date of original tender submission) x 0.60 x 100</u></p> <p>Base rate of diesel on the date of technical bid opening</p> <p>THE RATE PUBLISHED ON PP&AC , Ministry of Petroleum and Natural Gas/ GOI / IOCL /BPCL/HPCL SITE WILL BE CONSIDERED FOR DIESEL RATE in Mumbai</p> <p>Price variation clause is applicable to extra KM also.</p>	Accepted unconditionally
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5.2	<p>RATE & PRICE VARIATION (vehicle: a,b)</p> <p>In case of award of contract, the hiring charges shall remain firm for a period of one year i.e. the ENTIRE PERIOD OF CONTRACT.</p> <p>Irrespective of type of fuel for (vehicle: a,b) mentioned above, CNG would be considered as type of fuel for these vehicle.</p> <p>However, price variation due to increase / decrease in the price of fuel (normal CNG as available at CNG station in Mumbai) shall be effective from the date of variation in the price of CNG as per formula given below.</p> <p>BHEL would allow price variation due to increase / decrease in CNG rates for the 60% component. The same will be checked on the 1st day of every quarter. (e.g. 1st Apr, 01st Jul, 01st Oct, 01st Jan) . The formula for the same is as under:</p> <p>% Increase /Decrease =</p> <p><u>(revised rate of CNG - Base rate of CNG on the date of original tender submission) x 0.60 x 100</u></p> <p>Base rate of CNG on the date of technical bid opening</p> <p>The rate published on Mahanagar Gas Limited (MGL) website will be considered for CNG rate in Mumbai</p> <p>Price variation clause is applicable to extra KM also.</p>	Accepted unconditionally
6	<p>Rate for additional hour and additional Kms for each category of vehicle is fixed as per Price bid Section VII, Schedule B,</p>	Accepted unconditionally

7	<p>Party has to deposit security deposit at the following rates of the annual contract value. Contract value for 1 year will be arrived as per the load in scope of work.</p> <p>The total amount of Security Deposit will be 5 % of the contract value.</p> <p>Modes of deposit:</p> <p>The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:</p> <p>i) NEFT (as permissible under the extant Income Tax Act)</p> <p>ii) Electronic Fund Transfer in favour of BHEL</p> <p>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</p> <p>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)</p> <p>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.)</p>	Accepted unconditionally
8	The contract for hiring of taxis shall be initially for a period of one year. BHEL reserves the right to extend the same for one more year on mutual agreement in writing on the same rates, terms and conditions.	Accepted unconditionally
9	Successful bidder has to abide by the rules and regulations of local / national traffic rules without any additional financial implications to BHEL.	Accepted unconditionally
10	Vehicles should be marked as Tourist Taxi with "T" and Registration of vehicle should not be older than 2020. All the vehicles to be deployed under this contract should be maintained in good aesthetic and working condition.	Accepted unconditionally

11	All the vehicles should be in upto date condition , properly cleaned and dusted with white / light shade seat cover when sent on duty to BHEL at any time day or night. The fuel tank of the vehicle should be full. The vehicle should be fully road worthy, free from dents and in presentable condition.	Accepted unconditionally
12	Private cars owned or hired by the parties shall not be acceptable.	Accepted unconditionally
13	The contractor should have a full fledged office with proper office equipment for booking the vehicles and personnel shall be available round the clock including holidays. Bidder must have office in MMR (Mumbai Metropolitan region)	Accepted unconditionally. Address Proof to be submitted are latest Utility bills (Gas/ Water/ Electricity/ Telephone) or Bank statement or Rental agreement or company /firm registration or GST certificate
14	Since BHEL is certified for HSE Management system it is mandatory that all the requirements of the Motor Vehicle Act 1988, Central Motor Vehicle Rules 1989, and the Child Labour (Prohibition & Regulation) Act 1986, copies of which are enclosed with the tender are to be complied with .	Accepted unconditionally
15	All the vehicles must have the required accessories like jack, tool kit, spare wheel and first aid box. The drivers must know the changing procedure of wheels and other small maintenance of the vehicles.	Accepted unconditionally
16	The contractor shall maintain the log sheet / duty slip for every trip / requisition. The log sheet / duty slip should be got signed by the driver from the user along with the name of the user which would indicate the opening and the closing meter reading with point of starting / ending the journey, the reporting and releasing time. Proper maintenance of log book is very essential and payment will be made on the basis of correct, certified log book.	Accepted unconditionally
17	Instructions whether the car is required for the subsequent days during the stay in Mumbai may also be taken from the users.	Accepted unconditionally

18	Bills and log books should be clean without any over writing, corrections etc . Bills and other documents should be submitted in original.	Accepted unconditionally
19	In case of break down / failures the contractor s hall provide alternate vehicle with the driver wit hin one hour . In case the same is not done this will be considered as non-availability of car and BHEL shall have the right to engage the car at t he risk and cost of the party. Additional cost sh all be deducted from the running bills of the par ty.	Accepted unconditionally
20	If the vehicle does not report for duty on time a nd/or is not in good condition and without proper documents and also the model is older t han 2020, then the vehicle may be rejected and sent back. No payment shall be made on accou nt of vehicle so rejected. In such case BHEL res erves the right to arrange the vehicle from the market and the differential cost will be recover ed from the contractor.	Accepted unconditionally
21	Arbitrator in case of any arbitration / difference s in execution of contract shall be one of the BH EL Executives at the level of DGM and above w ho shall be sole Arbitrator and his decision will be final.	Accepted unconditionally
22	For the vehicles reporting and releasing at WTC Office; garage to office and office to garage dist ance will be 07 km each way or the actual dist ance from the garage to BHEL, World Trade Cen tre Office, whichever is less, and 30 Minutes ea ch way per trip.	Accepted unconditionally
23	All the vehicles sent to BHEL should be covered by comprehensive insurance including the drive r and the passengers. Copy of the policy to be s ubmitted within one week of issue of work order.	Accepted unconditionally
24	For outstation trips i.e. outside the limits of MM R (Mumbai Metropolitan Region) payment will be calculated on the basis of actual Kms. t ravelled . Night halt charges (if any) will be giv en for outstation journeys only.	Accepted unconditionally

25	Normally BHEL shall provide sufficient notice three to four hours while booking the vehicle being requisitioned on request basis. But, in case of emergency the vehicle should be provided even at short notice of half an hour to one hour.	Accepted unconditionally
26	Validity of the offer : 3 month from the due date of submission.	Accepted unconditionally
27	BHEL reserves the right to reject any or all quotations without assigning any reasons whatsoever.	Accepted unconditionally
28	Successful bidder shall be given one week notice for Placement of vehicles.	Accepted unconditionally
29	Payment Terms :All the bills / documents/Log sheet Duly signed by the customer, along with duly filled in log book for the calendar month may be submitted by the 7 th day of the next month. Payments shall be released within 15 working days on submission of all the documents (if in order). Bill with correction / Overwriting and without signature of the guest will not be entertained for payment.	Accepted unconditionally
30	The party has to submit self attested copies of registration book for the vehicles likely to be deployed for BHEL on issue of Work Order. BHEL reserves the right to inspect the conditions of the vehicle before the award of the contract and also anytime during the contract period to ascertain that the vehicle being offered is as per the contractual terms and conditions.	Accepted unconditionally
31	The drivers must be literate, smart, polite, courteous and well dressed in white terricot uniform, with shoes, gloves and cap while on duty which shall be provided by the contractor.	Accepted unconditionally
32	Drivers should be well behaved, well mannered and decent. Any driver found misbehaving with the guests shall be reported to the contractor and he shall take immediate and appropriate action to avoid such incidence in the future. The drivers shall not be permitted to drive under the influence of alcohol and similar substances.	Accepted unconditionally

33	Drivers should have sufficient experience and possess valid driving license. The license should be produced for inspection as and when desired by the office / the user. They should not have any criminal / police record. The drivers should be fully conversant with the various routes within the BMC limits, Navi Mumbai and Thane Municipal Corporation Limits. The drivers deputed for outstation locations such as Pune, Nasik, Shirdi, Baroda etc., shall be conversant with the local routes and roads.	Accepted unconditionally
34	Drivers must carry sufficient cash to pay for airport toll, municipal parking charges, fuel when required and emergency maintenance. They should also have enough cash for taking care of their own lunch / dinner and shall not ask for any tips from any of the BHEL employees / guests. In no case money should be borrowed from the user of the car / BHEL guests for the above purposes.	Accepted unconditionally
35	All the drivers must have a working mobile telephone and log book. The mobile nos. of the drivers should be handed over to the guests using the car for convenience of the users. It is preferable that the mobile nos. of the drivers be informed at least twelve hours before the duty time and the drivers should not be changed. If they are changed, then our office should be informed well in advance so that the same could be communicated to the guests. For the vehicles that are being requisitioned for VVIPs preferably the same driver should continue for better coordination and their mobile numbers should not be changed.	Accepted unconditionally
36	Driver should carry placard (preferably laser print on computer) with BHEL shown distinctly on the top with all the particulars of the guests arriving with the details of flight / rail details etc., for easy identification by visiting BHEL guests. Placards of paper or file covers shall not be acceptable. It is preferable to have a placard in wood / durable hard plastic with handle to carry.	Accepted unconditionally
37	Drivers must report in time to BHEL concerned officials.	Accepted unconditionally

38	The driver has to park the vehicle in BHEL parking place inside the World Trade Centre compound, IN CASE THE reporting is in World Trade Centre.	Accepted unconditionally
39	The representative of the contractor also must recheck with the guests / users whether the vehicle has reported in time to the guests or not.	Accepted unconditionally
40	The drivers must have a suggestion / complaint book while on duty with BHEL and provide them to the users when requested.	Accepted unconditionally
41	During the contract period, if the vehicle is seized / detained /impounded by the Police / Transport Authority for any reason whatsoever, it would be at sole risk / expenditure / Responsibility of the contractor.	Accepted unconditionally
42	In case any car fails to report for duty at the stipulated time, it will not be accepted for duty and no payment shall be made for that trip.	Accepted unconditionally
43	In case contractor fails to carry out the jobs as per terms and conditions of the contract, the security deposit is liable to be forfeited without prejudice to any other rights, which the company may have under this contract.	Accepted unconditionally
44	If the car is involved in any accident or mishap and as a result thereof any employee or employees of BHEL suffer any injury or die and BHEL pays or has to pay compensation and / or damages to such employee or employees or his / their heirs, as the case may be, whether pursuant to the provisions of any law or otherwise, then the contractor shall be liable to pay to BHEL the amount of all such compensation or damages. BHEL should also be fully indemnified from any sort of Third party liability arising from this contract while the vehicle is on BHEL duty. This will be in addition to the recovery of losses which shall have to be reimbursed to the authorized commuters for to and fro journey from their respective offices.	Accepted unconditionally

45	If at any time the contractor defaults in proceeding with the work with due diligence and continues to do so or commit any default in complying any of the terms and conditions even after the notice in writing is given at least three times repeatedly, BHEL may, without prejudice to any other right to remedy which shall have accrued or shall accrue thereafter to BHEL, terminate the contract as a whole or in part thereof. The notice will be deemed to have been served as and when sent to the address given in the tender by courier / registered post.	Accepted unconditionally
46	The contractor shall also ensure to comply with all the Labour Laws i.e. Minimum Wages Act, P. F. Act, ESI Act etc., as applicable and a certificate of compliance as above shall be enclosed with your bill. BHEL shall in no case, be held responsible for any non-compliance on the above by you.	Accepted unconditionally
47	Force majeure means suspension of traffic services due to rains, floods, earthquake, bandhs, strikes, riots and lockouts in BHEL. For non-availability of the car during the force majeure period, no penalty will be leviable on the contractors as stipulated in the tender.	Accepted unconditionally
48	The party shall indemnify BHEL for all the losses / damages occurred during the contract for the operation of the vehicles by the drivers.	Accepted unconditionally
49	Reverse auction: As per GeM guideline	Accepted unconditionally
50	<p>One Bid per Bidder</p> <p>Our organization has submitted only one bid for this tender.</p> <p>No other holding company / sister unit / Associated/ Allied concern(s) of our organization or owner/proprietor have participated in this tender.</p> <p>In case 2 or more bids of our organization or owner/proprietor are found for this tender, all bids of our organization or owner/proprietor may be rejected.</p>	

Schedule A**Price Breakup format for daily vehicle**

Type of vehicle or equivalent	Appx. Load for the year (In Trips)	Weightage
	A	B
Swift	25	0.0395
D'zire	350	0.6051
H/City	50	0.1278
Crysta	50	0.1386
Corolla Altis	25	0.0891
	500	1

वित्तीय बोली Price Bid

<u>Lumpsum Price In INR (with GST)</u>	
-	
<u>Lumpsum Price in INR (with GST) in words</u>	
-	
-	
-	

Sign and stamp of representative of Agency

Note: Bidder has only to quote lump sum price in INR (with GST) for entire estimated work load for 1 year. This Lumpsum price shall be distributed among load of type of vehicle or equivalent as per the weightage mentioned in Column B

Illustration:

Suppose, Bidder quotes lump sum price in GEM, say Rs. 1050000 (with GST).

Then, after exclusion of GST, the lump sum price would be Rs. 1000000.

Type of vehicle or equivalent	Appx. Load for the year (In Trips)	Weightage	Work Value against type of vehicle	Value per type of vehicle	Cost of Vehicle for 8 hr 80 km will be Rs
	A	B	C = lump sum price, (say Rs. 1000000) X B	D = C/A	
Swift	25	0.0395	39500	=39500/25	1580
D'zire	350	0.6051	605100	=605100/350	1728.86
H/City	50	0.1278	127800	=127800/50	2556
Crysta	50	0.1386	138600	=138600/50	2772
Corolla Altis	25	0.0891	89100	=89100/25	3564

Above table is for illustration purpose only.

Schedule B

1. Extra Hrs and Extra Kms beyond 08 Hrs/80 Kms will be paid as under only for **Daily Vehicle**

S N o	Swift / Equivalent		D'zire /Equivalent		H/City /Equivalent		Crysta/ Equivalent		Corolla Altis /E quivalent	
	Per Ad dl Kms	Per Ad dl Hrs	Per Ad dl Kms	Per Ad dl Hrs	Per Ad dl Kms	Per Ad dl Hrs	Per Ad dl Kms	Per Ad dl Hrs	Per Ad dl Kms	Per Ad dl Hrs
01	14	103	15	116	22	239	22	239	30	261

- Night Halt Charges will be paid Rs. 340/- per night , irrespective of type of vehicle
- Rate for 4 Hrs / 40 Kms. will not be considered for evaluation. for **Daily Vehicle**
- Rate for 4 Hrs / 40 Kms. will be paid as 60% of rate for 8 Hrs / 80 Kms.
For example if rate for 8 Hrs / 80 Kms is Rs. 1000/- then the rate for 4 Hrs / 40 Kms will be paid Rs . 600/- for Daily Vehicle
- In case of outstation trips to Pune, Nashik etc. returning on same day, Vehicle rates per KM. will be applied, for payment.
- For Daily Vehicle in case of trips involving overnight halts for outstation, the payment will be on the basis of actual Kms travelled per day with minimum of 200 Kms per day, for each day of trip. No charges for additional hours will be considered.
- Night halt charges will be given for outstation journeys only.
- The rates will be rounded off to the nearest of Rupee 1/= (Paise 50 or more will be rounded to Rupee 1.00 and less than 50 paise will be ignored).

8. The maintenance cost, charges of fuel, road tax, salary of driver and overtime, challan etc. are to be borne by the contractor.
9. Parking charges, toll tax, GST, 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).
10. FAST TAG: Vehicles must have the fast tag. Non-fast tag penalty / challan will be not reimburse by BHEL. In case of deduction from fast tag account, the statement submitted should be duly signed by the agency. BHEL will also reimburse State levies / taxes for outstation journeys (for single entry only) at actual on submission of receipts in original. Payments done from fastag, the printed receipt must be signed by the agency.
11. Additional Hours and Additional Km charges will be paid on ACTUAL USAGE
12. In all the category Additional Hours and Additional km charges will be paid on ACTUAL USAGE and the average km and average hours

Evaluation Criteria:

- a. The offer of parties meeting the Technical requirements will only be considered for evaluation.
- b. The offers will be evaluated on the basis of the total value offered in the Price Bid.
- c. The order will be finalized on one party only whose is declared L1 in GeM portal after RA on GeM.
- d. L1 party will confirm the rate of different categories of vehicle on their letter head based on L1 price quoted on GeM.
- e. BHEL Reserves right to Negotiate with L1 party.
- f. One Bid per Bidder

A Bidder shall submit only one bid in a particular bidding process. In case of a holding company having more than one independent manufacturing units or more than one unit having common business ownership / management, only one unit should quote. Similar restrictions shall apply to closely related sister companies. Bidder's sister/ Associated/ Allied concern(s) participating or applying against the same tender, shall lead to disqualification of Bidders. Sister/ Associated/ Allied concern means a company, society, partnership firm or proprietorship firm having one or more common persons as Director/Partner/ Member/ Owner. A Bidder who submits more than one bid will cause all the proposals submitted in the particular bid to be disqualified. In relation to the above, a person will include firm(s) of Proprietorship / Partnership Firm / Limited Liability Partnership / Private Limited / Limited company / Society registered under Society's Act / Statutory Bodies / any other legal entity, as the case maybe, & will be deemed to have submitted multiple bids in a particular bid if a person bids in any of the two formats given below: i. individual or proprietorship format and/or ii. a partnership or association of persons format and/or iii. a company format Whereby, ☐ A company shall for this purpose include any artificial person whether constituted under the Indian laws or of any other country. ☐ A person shall be deemed to have bid in a partnership format or in association of persons format if he is a partner of the firm which has submitted the bid or is a member of any association of persons which has submitted a bid. ☐ A person shall be deemed to have bid in a company format if the person holds: i. more than 10% (ten percent) of the voting share capital of the company which has submitted a bid, or ii. is a director and / or Key Managerial Personnel of the company which has submitted a bid, or iii. holds more than 10% (ten percent) of voting share capital in and/or is a director and / or Key Managerial Personnel of a holding company of that company which has submitted the bid.

By making a bid pursuant to the Tender Documents, the bidder / tenderer shall be deemed to have declared that the bidder / tenderer has not made any other bid or multiple bids as understood or deemed in terms of this clause.

All the bids of a bidder who has submitted multiple bids, as per the clause, shall be rejected and Bid Security for all such bids shall be forfeited, not by way of penalty or liquidated damages but by way of reimbursement of the pre-estimated costs likely to be incurred by the buyer towards bidding process and in the scrutiny & evaluation of bids.

In addition to the above, bidders found to be in contravention to the said clause will be liable for administrative actions

DETAILS OF VENDOR

1.0	Name of the firm/Authorized Representative	
	Contact details (phone/Mob/Email)	
2.0	Status of Firm (Public/Private/Partnership / HUF/Proprietorship/trust/other)	
	Name of proprietor / partner / Director	
2.0	Address for communication	
3.0	Registered Office address :	
4.0	Location of Garage(s) :	
	Distance of Garage from WTC, Cuffe parade Colaba	
5.0	PAN Card	
12.0	GST - Registration No.	
	TURNOVER (F.Y.) (certified by Chartered Accountant with UDIN)	Year 22-23 Year 21-22 Year 20-21
13.0	Any other information	

Work Experience (As per work orders and work completion certificate submitted in technical Bid)

EXPERIENCE	Work order (reference no. and date)	Completion letter (reference no. and date)	Value of work done in Rs	Customer's Name
1.				
2.				
3.				

(SIGN AND SEAL OF TENDERER)

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Details of Vehicles owned (Attach separate sheet in the following format).

1. Swift or Equivalent : At least 1
Registration No; Make AND YEAR; Model;
2. D'zire or Equivalent : At least 3
Registration No; Make AND YEAR; Model;
3. H/City or Equivalent : At least 1
Registration No; Make AND YEAR; Model;

Registration No; Make AND YEAR; Model;

Registration No; Make AND YEAR; Model;
4. Innova Crysta or Equivalent : At least 1
Registration No; Make AND YEAR; Model;
5. Corolla Altis or Equivalent : At least 1
Registration No; Make AND YEAR; Model;

(SIGN AND SEAL OF TENDERER)

Annexure C

VEHICLE DUTY SLIP

TO BE FILLED BY THE OPERATOR

1. Name of the Operator: _____ 2. Dated: _____
3. Vehicle No.: _____ 4. Type of Vehicle : _____
5. Driver Name: _____ 6. Driver Mobile No.: _____
7. Name of the user: _____ 8. Mobile number of the user _____
9. KM reading at Garage: _____ 10. Place of Reporting: _____
11. KM reading & time at place of reporting _____
- _____

Signature of Operator

TO BE FILLED BY THE USER

1. Name of User: _____
2. Staff No. of user : _____
3. Unit: _____
4. Places Visited: _____
5. Date & Time of releasing of vehicle: _____
(To be filled by the user)
6. Place and KM reading at the time of releasing the vehicle: _____
(To be filled by the user)

Signature of the user at the time of release:

Remarks/Feedback of the user w.r.t quality of the service

Signature of User

Distance (in KM) from place of release to garage: _____

(TO BE FILLED BY THE OPERATOR)

Note:

1. For all purposes the distance from Garage to Place of Duty & back to Garage shall be considered as per the details given by the operator in their offer.
2. Usage shall be considered as Garage to Garage basis.
3. Duty hours shall be from the time of reporting to the time of releasing the vehicle by the user.
(Mandatory for the duties for daily hiring.)
4. For the reporting & releasing place being BHEL World Trade Centre-I, Mumbai the distance from & to Garage shall be limited to 14 KMs or actual, whichever is less.
5. No over writing, unless duly authorized/signed by the user shall be acceptable.
6. BHEL reserves the right to reject /cancel any incomplete duty slip.
7. In case of any discrepancies, BHEL reserves the right to verify any details from the concerned user & the decision of BHEL shall be final.

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Annexure D

(Letter of compliance in Company's Letter Head)

To,

M/s Bharat Heavy Electricals Limited,

15th Floor, World Trade Centre-1,

Cuffe Parade, Mumbai -5

Dear Sir,

With reference to your above tender, we have carefully read and understood the tender terms & conditions and hereby confirm that all the terms and conditions of your above tender are acceptable to us and our offer is based on the same.

We hereby accept all terms and conditions of the above tender.

In view of the above confirmation, any deviation mentioned by us anywhere in the tender is not valid.

lid and is to be ignored by BHEL while finalizing the Tender.

We have visited BHEL place of reporting. We are familiar with local conditions of MMR and applicable laws and custom.

There is no case is pending with the police / court against our firm/ partner or the company.

We are not black listed by BHEL/Government Agency/Authority.

Any employee of our firm is not related to employee/director of BHEL.

Further, it is also confirmed that we have submitted the price bid in your price bid format only without any deviations / conditions.

In case, any deviation is observed in the financial bid the same is not be entertained / considered by BHEL.

We also understand that number of vehicle trip/load mentioned in price bid format are indicative only and it does not guarantee fixed business. There may be variation (increase/decrease) in vehicle trip/load. We don't have objection to it. We are ready give our best service, on demand.

We have read and understood all relevant GeM guideline/circular including General Terms and Conditions on GeM 4.0 (Version 1.11) dt 21th June 2023. We shall ensure compliance for the same.

Our organization has submitted only one bid for this tender. No other holding company / sister unit / Associated/ Allied concern(s) of our organization or owner/proprietor have participated in this tender.

Thanking you,

Yours faithfully,

NAME / SIGNATURE AND SEAL OF TENDERER

.

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent

Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---

Bid Corrigendum

GEM/2024/B/4854366-C4

Following terms and conditions supersede all existing "Buyer added Bid Specific Terms and conditions" given in the bid document or any previous corrigendum. Prospective bidders are advised to bid as per following Terms and Conditions:

Buyer Added Bid Specific Additional Terms and Conditions

1. **OPTION CLAUSE:** The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration
2. Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address
BHEL, ROD, MUMBAI 15th Floor, WTC, Centre-1, Cuffe Parade, Mumbai - 400 005
BHEL, ROD, MUMBAI 15th Floor, WTC, Centre-1, Cuffe Parade, Mumbai - 400 005
BHEL, ROD, MUMBAI 15th Floor, WTC, Centre-1, Cuffe Parade, Mumbai - 400 005
BHEL, ROD, MUMBAI 15th Floor, WTC, Centre-1, Cuffe Parade, Mumbai - 400 005
BHEL, ROD, MUMBAI 15th Floor, WTC, Centre-1, Cuffe Parade, Mumbai - 400 005
3. **Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.
4. Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.
5. Bid reserved for Make In India products: Procurement under this bid is reserved for purchase from Class 1 local suppliers as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document 50%. All bidders must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which the bid is liable to be rejected. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.
6. **Consortium:** In case of Contracts, wherein the seller alone does not have necessary expertise, the seller can form consortium with other sellers for submission of the bid, with one of the consortium company as leader. However, each and every member of the consortium shall be equally responsible for the complete execution of the project contract. An undertaking to this effect is to be uploaded with bid.
7. Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.
8. Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.
9. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid

for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 100% of total value.

10. Procurement under this bid is reserved for purchase from Micro and Small Enterprises whose credentials are validated online through Udyog Aadhaar/URC for that product/service category. If the bidder wants to avail the reservation benefit, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service.
11. **PAYMENT OF SALARIES AND WAGES:** Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.
12. **Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.
13.
 1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
 2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
 3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.
14. Buyer Added text based ATC clauses

Subject: BHEL, ROD Mumbai: Tender for Tourist Taxi on Daily Requirement (as and when)

BHEL, Regional Operations Division, Mumbai; Conformity to the terms and conditions laid down in the tender specification; BHEL invites sealed tenders in Two Bid System from established contractors for local/outbound travel on daily basis for Tourist Taxi for Senior Officials, Employees and Official Guest of BHEL.

The bidders are advised to submit their most competitive offers complete in all respect and without any deviation.

The tender will be conducted and evaluated online through GeM. No other forms of submission of offer or hard copy is accepted.

1. GENERAL INFORMATION

1. Address :BHEL, ROD, MUMBAI 15th Floor, WTC, Centre-1, Cuffe Parade, Mumbai – 400 005.
2. Contact Person : Mr Subrat, subrat@bhel.in ; Mr Sarin , sarin@bhel.in
3. Telephone : 022 2217 1203 / 022 2217 1222/ 022 2217 1242

4. Tender Type : Rate CONTRACT
5. Duration of Contract The contract will be for One Year from 01.06.2024 till 31.05.2025. It can be Further extended for one more year on Mutual consent; in writing, of both parties.
However, in this tender, bidder is advised to quote price bid considering contract of 1year only
6. Due date & Time of submission of bid : As published on GeM
7. Date and time of opening of (Technical) Part I : As published on GeM
8. Date and time of opening of (Price) Part II : To be intimated on GeM to technically qualified parties
9. EMD: Not Applicable
10. The tendering process will be completed through GeM

The tender documents comprise the following:-

Part-1 – Techno Commercial Bid.

All required documents must be submitted on the portal.

Part-2 – Price Bid

Must be quoted in BOQ format provided at the portal.

Format of price bid must not be changed. Please see schedule A and B for price bid format.

2. Scope of work

Rate contract to hire tourist taxis as Daily Taxi Vehicle i.e. Hatchback , Sedan, Premium Sedan, Premium SUV/MUV, Luxury Sedan or equivalent etc. for Senior Executives, guests and employees for local / outstation journeys on daily basis. BHEL, therefore, intends to empanel reputed taxi operators on rate contract basis for a period of one year from the date of award for hiring of taxis on (Daily basis) "as and when required basis" for different Type of Vehicles as mentioned in following:

The anticipated load of different type Vehicle for (Daily Basis) One year, shall be as under:

- a) Hatchback : Swift or Equivalent : 25
- b) Sedan : D'zire or Equivalent : 350
- c) Premium Sedan : H/City or Equivalent : 50
- d) Premium SUV/MUV : I Crysta or Equivalent : 50
- e) Luxury Sedan : Camry or Equivalent : 25

Anticipated work load in yr : 500

The service provider shall provide AC cars.

There is no minimum guarantee of the number of vehicle that will be asked for service in year. However, the contractor shall be prepared to supply additional vehicles as per requirement at short notice during peak requirement.

For the reporting & releasing place being BHEL World Trade Centre-I, Mumbai, the distance from & to Garage shall be limited to 14 KMs or actual, whichever is less.

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3. SPECIAL CONDITIONS

1. Ownership of cars : bidder should have at least 5 cars (irrespective of type mentioned in scope of work)
2. Vehicle as mentioned in clause (c, d, e) above, should be diesel vehicle. RATE & PRICE VARIATION (for diesel) clause as mentioned in technical bid clause would be applicable in this regards .
3. Vehicle as mentioned in clause (a, b) above, may be non- diesel vehicle. RATE & PRICE VARIATION (for CNG) clause as mentioned in technical bid clause would be applicable in this regards
4. The above mentioned criteria must be fulfilled by the bidder for considering their Bid for the respective Type of vehicle
5. The Vehicles **must be registered** in the name of their Agency / Company / Proprietors / Partners / Individuals, with RTO to play as Tourist Vehicle i.e. T-Registration.
6. The Registration of the cars should not be prior to **2020**.
7. Bidder must submit proof of having successfully completed similar works and other relevant document : as per technical bid.
8. All relevant paper should be in name of owner or firm
9. The offers of the bidders who are under suspension/banned/black listed by BHEL as also the offers of the bidders, who engage the services of such firms, shall be rejected.
10. Bidders must go through Guidelines for suspension of business dealings. Guidelines for suspension of business dealings with suppliers/contractors are available on website www.bhel.com on "supplier registration page".
11. Offer Validity: Offers shall remain valid for 3 month from the date of opening of Tender

4. INVOICES AND PAYMENT TERMS:

- a. No advance will be paid. The actual payment to be made to bidder will be based on verification by BHEL representative. Payment would be made based on actual services provided by bidder and certified by BHEL representative.
- b. Pakka bill / Tax Invoice with GST number is must. The bill should be in name of **Bharat Heavy Electricals Limited** bearing GST No. 27AAACB4146P1ZF. The GST No. of bidder should also be written on the bill. The tax invoice should be GST compliant. The GST amount would be released once it is reflected on GST portal.
- c. The Contractor will be required to raise the Invoice for the services rendered. The Invoices will have to be raised according to the explicitly agreed rates and payment terms of the contract.
- d. In consideration of such services mentioned above rendered by the contractor, BHEL will pay charges and also applicable taxes to the contractor for every calendar month within 45 days of submission of clear bills. TDS as applicable will be deducted at source from the payment .
- e. Payment will be made online through NEFT/RTGS to contractor bank account within 45 days of submission of bill and its verification. Successful bidder must give bank details for e Mandate in prescribed format.
- f. The contractor will have to produce invoices showing the tax elements separately.
- g. In case the, TDS is not to be made, the contractor will have to produce the exemption letter from the relevant authorities to this effect along with bill submitted for payment.
- h. The successful bidder shall furnish proof of GST registration with GSTN Portal covering the services under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by the successful bidder on BHEL for this project/ work .
- i. In case of raising any Invoice/ Supplementary Tax Invoice (Debit / Credit Note) Bidder shall issue the same containing all the details as required as per applicable GST Act & Rules.
- j. Bidder shall comply with the Time limit prescribed under the GST Law and rules thereof for raising of the tax invoice.
- k. Bidder shall note that in case GST credit is delayed/ denied to BHEL due to delayed / non

receipt of goods and /or tax invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons attributable to the bidder, GST amount shall be recoverable from the bidder along with interest levied / leviable on BHEL, as the case may be.

- I. Bidder shall upload the Invoices raised on BHEL in GSTR-1 within the prescribed time as given in the GST Act. Bidder shall note that in case of delay in declaring such invoice in your return and GST credit availed by BHEL is denied or reversed subsequently as per GST Law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from the bidder along with interest levied / leviable on BHEL.

5. OBSERVANCE OF LOCAL LAWS :

- a) The Contractor shall comply with all Laws, Statutory Rules, Regulations etc. The Contractor shall obtain all necessary permits/approval from the local Governing Body, Police and other concerned Authorities as may be required under law.
- b) The Contractor shall pay all taxes, fees, license charges, deposits, duties, tolls, royalty, commissions or other charges that may be Leviable on account of any of the operations connected with the execution of this contract.
- c) The Contractor shall be responsible for the proper behaviour and observance of all regulations by the staff employed

6. RISK PURCHASE:

BHEL reserves to itself the following rights in respect of this Contract without entitling the Contractor for any compensation.

- a. If at any time during the validity of the contract, the contractor fails to render all or any of the services required under the scope of work of the contract satisfactorily in the opinion of BHEL, whose decision shall be final and binding on the contractor, BHEL reserves the right to get the work done by other parties at the risk and cost of the contractor and also forfeit the security deposit.
- b. To recover any moneys due from the Contractor, from any money due to the Contractor under this or any other contract or from the Security Deposit.
- c. To claim compensation for losses sustained including BHEL's supervision charges & overheads in case of termination of Contract.

7. SAFETY OF MEN, EQUIPMENT, MATERIAL & ENVIRONMENT :

All safety rules, codes applied by BHEL/its customer at site shall be observed by the Contractor and his workmen without exception. The Contractor shall be responsible for the safety of the equipment/materials and work to be performed by him.

8. INSURANCE:

- a. The Contractor shall during the performance of the contract take a suitable insurance to cover against bodily injury, death or damage to property of the Contractor or his employees.
- b. The Contractor shall during the performance of the contract take out a Third Party insurance cover against bodily injury or death suffered by any third party/parties or damage to property occurring during the course of execution of this contract in accordance with appropriate statutory requirements
- c. If due to Contractor's carelessness, negligence, non-observance of safety precautions, improper security arrangements or due to non-compliance of paper work needed for lodging insurance claim, damage to BHEL/its Customer's property, and if BHEL is unable to recover its claim from the Insurance Company, the deficit will be recovered from the Contractor.

9.0 INDEMNITY:

The Contractor shall indemnify and keep indemnified BHEL all losses, claims etc. arising out of any of his acts or out of the acts of his Contractors or associates or servants during the currency of the contract.

10.0 SECURITY DEPOSIT:

Security Deposit (SD): The contractor whose tender has been accepted shall, within seven days of receipt of the notification of acceptance of his tender or before start of work (whichever is earlier), deposit Security deposit @ 5 % of Contract value.

Modes of Deposit:

Security deposit may be made in any of the following ways:

- a. NEFT / RTGS details will be provided (as permissible under the extant Income Tax Act).
- b. Electronic Fund Transfer in favour of BHEL.
- c. Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- d. 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).
- e. 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

Note: Acceptance of Security Deposit against Sl. No. (d) and (e) above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith). Securities / BG's shall be released after three **(3) months** of successful execution, completion of the contract and upon fulfillment of contractual obligations as per terms of the contract

General Terms related to SD:

- a. The security Deposit will not carry any interest. Security Deposit shall be released to the contractor upon fulfillment of Contractual obligations as per terms of contract.
- b. If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor
- c. BHEL, shall not be responsible for any loss of securities due to liquidation or any other reason whatsoever or any depreciation in the value of the Securities while in their charge or for any loss of interest thereon.
- d. All compensation or other sums of money payable by the contractor to BHEL under the terms of this contract or under any other contract with BHEL, may be deducted from the Security Deposit.
- e. In case of an Award of a Contract and if the Contractor fails to perform or does not comply with the Performance Evaluation Criteria, the Security Deposit will not be refunded / Bank Guarantee encashed.
- f. The claim period for Bank Guarantee shall be kept three months after the contract ended date.
- g. "Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (Repo rate +4%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered from the bills along with the interest"

11.0 REQUIREMENTS OF PERFORMANCE

All permissions / Clearances or any other relevant authorization from competent authority shall be obtained by the Contractor at his own cost. Any contingency arising in this respect shall be the responsibility of the Contractor. Also the Contractor shall be responsible for any mishap, accident en route and consequences therefore including legal complications, if any.

The contract as entered into between BHEL and the Contractor shall in no way, nullify, reduce, mitigate or absolve the parties of any responsibility, obligation or liability that may devolve upon them under the acts or laws governing such activity.

12.0 Discrepancy In Words & Figures: Quoted In Offer

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.

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, the bid is liable to be ignored.

13. PREVENTION OF CORRUPTION

Canvassing in any form or any attempt to influence directly or indirectly any official of the company will lead to rejection of the bids.

The company shall be entitled to cancel the contract and to recover from the Contractor the

amount of any loss resulting from such cancellation, if the Contractor has offered or given any person any gift or consideration of any kind as an inducement or reward for doing or intending to do any action in relation to the obtaining or the execution of the contract or any other contract with the company or for showing or indenting to show favour or disfavour to any person in relation to the contract with the company, if the like acts shall have been done by any persons employed by him or acting on his behalf whether with or without the knowledge of the Contractor in relation to this or any other contract with the company.

14. CANCELLATION OF THE CONTRACT:

BHEL shall have the right to cancel the contract for unsatisfactory performance i.e. repeated failure for arranging vessels. BHEL shall have the right to forfeit the security for poor performance of CONTRACTOR leading to cancellation of contract.

BHEL reserves the right to either short close the contract or terminate the contract at its discretion without assigning any reason by giving one month's notice by registered post acknowledgement due or in person under delivery.

15. 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

es 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.

- 16.** 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 [www. bhel.com](http://www.bhel.com) and/or under applicable legal provisions”.

17. ARBITRATION

- a)** In the event of any dispute or difference arising out of the execution of the Order/Contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision between BHEL & Service Provider in any manner touching upon the Order/Contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the arbitration of the person appointed by the competent authority of BHEL.

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

- 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 Order/Contract, such dispute or difference shall be referred to by either party to the arbitration of one of the arbitrators in the department of public enterprises. 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.

Courts at Delhi shall have exclusive jurisdiction to decide the dispute, if any, arising out of or in respect of the contract(s) to which these conditions are applicable.

FORMAT FOR TECHNO COMMERCIAL BID

Offers for Hiring of Tourist Taxis for BHEL, ROD, Mumbai

Sr. No	Description	Remarks
1	Average Annual Turnover: The Bidder must have an average annual turnover not less than Rs 4 lakhs for the last three years (2020-21, 20	(CA certificate/Audited Balance sheet/P&L account to be submitted / uploaded) to

	21-22, 2022-23) (CA certificate/Audited Balance sheet/P&L account to be submitted / uploaded) It must bear UDIN number of CA.	be submitted
2	<p>Bidder must submit proof of having successfully completed similar works : during last 7 years (ending last day of month previous to the one in which the tender was due for opening) as under:</p> <p>Three contracts of value not less than Rs 4.54 lakhs each.</p> <p style="text-align: center;">OR</p> <p>Two contracts of value not less than Rs. 5.67 lakhs each.</p> <p style="text-align: center;">OR</p> <p>One contract of value not less than Rs 9.08 lakhs each.</p> <p>Similar work means providing commercial vehicles/tourist taxi to Govt. Departments/Public Sector/Private organization for specified period</p>	copies of work order/ contract along with completion certificate to be enclosed
3	The compliance letter/NIT duly signed and stamped on letter head is to be uploaded on E-procurement portal.	To be uploaded
4	<p>Following documents to be uploaded (The Registration of the cars should not be prior to 2020.)</p> <p>a) Copies of the valid RC books for the cars owned by the bidder- Original will be required for verification before opening of the Price Bid.</p> <p>b) GST registration number and PAN no.</p> <p>c) Comprehensive insurance of cars.</p> <p>d) Copy of valid permit for vehicle for 'T' mark from RTO.</p> <p>e) Copy of fitness certificate of vehicle by RTO, if applicable</p> <p>f) Proof of office and the garage-to enclose telephone / electricity bill or Govt issued any document having mention of address</p> <p>g) Nature of firm (Proprietorship / Partnership / Private Limited / Public Limited).</p> <p>The following documents are to be submitted:</p>	To be uploaded

	<p>a) Proprietorship Firm — Registration certificate under Bombay Shop & Establishment Acts / Other Statutory Authorities like PWD / MHADA / Sales Tax Department / Registration of Companies etc.</p> <p>b) Partnership Firm — Partnership Deed</p> <p>c) Private Limited Company / Public Limited Company — Certificate of Incorporation.</p>	
5	Ownership of cars : bidder should have at least 5 cars (irrespective of type mentioned in scope of work)	Accepted unconditionally
5.1	<p>RATE & PRICE VARIATION (diesel vehicle: c,d,e as per scope of work)</p> <p>In case of award of contract, the hiring charges shall remain firm for a period of one year i.e. the ENTIRE PERIOD OF CONTRACT.</p> <p>However, price variation due to increase / decrease in the price of fuel (normal diesel as available at Petrol Pumps in Mumbai) shall be effective from the date of variation in the price of diesel as per formula given below.</p> <p>BHEL would allow price variation due to increase / decrease in diesel rates for the 60% component. The same will be checked on the 1st day of every quarter. (e.g. 1st Apr, 01st Jul, 01st Oct, 01st Jan) . The formula for the same is as under:</p> <p>% Increase /Decrease =</p> <p><u>(revised rate of diesel – Base rate of diesel on the date of original tender submission) x 0.60 x 100</u></p> <p>Base rate of diesel on the date of technical bid opening</p> <p>THE RATE PUBLISHED ON PP&AC , Ministry of Petroleum and Natural Gas/ GOI / IOCL /BPCL/HPCL SITE WILL BE CONSIDERED FOR DIESEL RATE in Mumbai</p> <p>Price variation clause is applicable to extra KM also.</p>	Accepted unconditionally

5.2	<p>RATE & PRICE VARIATION (vehicle: a,b, as in scope of work)</p> <p>In case of award of contract, the hiring charges shall remain firm for a period of one year i.e. the ENTIRE PERIOD OF CONTRACT.</p> <p>Irrespective of type of fuel for (vehicle: a,b) mentioned above, CNG would be considered as type of fuel for these vehicle.</p> <p>However, price variation due to increase / decrease in the price of fuel (normal CNG as available at CNG station in Mumbai) shall be effective from the date of variation in the price of CNG as per formula given below.</p> <p>BHEL would allow price variation due to increase / decrease in CNG rates for the 60% component. The same will be checked on the 1st day of every quarter. (e.g. 1st Apr, 01st Jul, 01st Oct, 01st Jan) . The formula for the same is as under:</p> <p>% Increase /Decrease =</p> <p><u>(revised rate of CNG – Base rate of CNG on the date of original tender submission) x 0.60 x 100</u></p> <p>Base rate of CNG on the date of technical bid opening</p> <p>The rate published on Mahanagar Gas Limited (MGL) website will be considered for CNG rate in Mumbai</p> <p>Price variation clause is applicable to extra KM also.</p>	Accepted unconditionally
6	<p>Rate for additional hour and additional Kms for each category of vehicle is fixed as per Price bid Section VII, Schedule B,</p>	Accepted unconditionally
7	<p>Party has to deposit security deposit at the following rates of the annual contract value. Contract value for 1 year will be arrived as per the load in scope of work.</p> <p>The total amount of Security Deposit will be 5% of the contract value.</p> <p>Modes of deposit:</p>	Accepted unconditionally

	<p>The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:</p> <p>i) NEFT (as permissible under the extant Income Tax Act)</p> <p>ii) Electronic Fund Transfer in favour of BHEL</p> <p>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</p> <p>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)</p> <p>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.)</p>	
8	The contract for hiring of taxis shall be initially for a period of one year. BHEL reserves the right to extend the same for one more year on mutual agreement in writing on the same rates, terms and conditions.	Accepted unconditionally
9	Successful bidder has to abide by the rules and regulations of local / national traffic rules without any additional financial implications to BHEL.	Accepted unconditionally
10	Vehicles should be marked as Tourist Taxi with "T" and Registration of vehicle should not be older than 2020. All the vehicles to be deployed under this contract should be maintained in good aesthetic and working condition.	Accepted unconditionally
11	All the vehicles should be in upto date condition , properly cleaned and dusted with white / light shade seat cover when sent on duty to BHEL at any time day or night. The fuel tank of the vehicle should be full. The vehicle should be fully road worthy, free from dents and in presentable condition.	Accepted unconditionally
12	Private cars owned or hired by the parties shall not be acceptable.	Accepted unconditionally

13	<p>The contractor should have a full fledged office with proper office equipment for booking the vehicles and personnel shall be available round the clock including holidays.</p> <p>Bidder must have office in MMR (Mumbai Metropolitan region)</p>	Accepted unconditionally. Address Proof to be submitted are latest Utility bills (Gas / Water/ Electricity/ Telephone) or Bank statement or Rental agreement or company/firm registration or GST certificate
14	Since BHEL is certified for HSE Management system it is mandatory that all the requirements of the Motor Vehicle Act 1988, Central Motor Vehicle Rules 1989, and the Child Labour (Prohibition & Regulation) Act 1986, copies of which are enclosed with the tender are to be complied with.	Accepted unconditionally
15	All the vehicles must have the required accessories like jack, tool kit, spare wheel and first aid box. The drivers must know the changing procedure of wheels and other small maintenance of the vehicles.	Accepted unconditionally
16	The contractor shall maintain the log sheet / duty slip for every trip / requisition. The log sheet / duty slip should be got signed by the driver from the user along with the name of the user which would indicate the opening and the closing meter reading with point of starting / ending the journey, the reporting and releasing time. Proper maintenance of log book is very essential and payment will be made on the basis of correct , certified log book.	Accepted unconditionally
17	Instructions whether the car is required for the subsequent days during the stay in Mumbai may also be taken from the users.	Accepted unconditionally
18	Bills and log books should be clean without any over writing, corrections etc. Bills and other documents should be submitted in original.	Accepted unconditionally
19	In case of break down / failures the contractor shall provide alternate vehicle with the driver within one hour . In case the same is not done this will be considered as non-availability of car and BHEL shall have the right to engage the car at the risk and cost of the party. Additional cost shall be deducted from the running bills of the party.	Accepted unconditionally
20	If the vehicle does not report for duty on time a	Accepted unconditionally

	nd/or is not in good condition and without proper documents and also the model is older than 2020, then the vehicle may be rejected and sent back. No payment shall be made on account of vehicle so rejected. In such case BHEL reserves the right to arrange the vehicle from the market and the differential cost will be recovered from the contractor.	
21	Arbitrator in case of any arbitration / differences in execution of contract shall be one of the BHEL Executives at the level of DGM and above who shall be sole Arbitrator and his decision will be final.	Accepted unconditionally
22	For the vehicles reporting and releasing at WTC Office; garage to office and office to garage distance will be 07 km each way or the actual distance from the garage to BHEL, World Trade Centre Office, whichever is less, and 30 Minutes each way per trip.	Accepted unconditionally
23	All the vehicles sent to BHEL should be covered by comprehensive insurance including the driver and the passengers. Copy of the policy to be submitted within one week of issue of work order.	Accepted unconditionally
24	For outstation trips i.e. outside the limits of MM R (Mumbai Metropolitan Region) payment will be calculated on the basis of actual Kms. travelled. Night halt charges (if any) will be given for outstation journeys only.	Accepted unconditionally
25	Normally BHEL shall provide sufficient notice three to four hours while booking the vehicle being requisitioned on request basis. But, in case of emergency the vehicle should be provided even at short notice of half an hour to one hour.	Accepted unconditionally
26	Validity of the offer : 3 month from the due date of submission.	Accepted unconditionally
27	BHEL reserves the right to reject any or all quotations without assigning any reasons whatsoever.	Accepted unconditionally
28	Successful bidder shall be given one week notice for Placement of vehicles.	Accepted unconditionally
29	Payment Terms :All the bills / documents/Log sheet Duly signed by the customer, along with duly filled in log book for the calendar month m	Accepted unconditionally

	<p>ay be submitted by the 7th day of the next month.</p> <p>Payments shall be released within 45 working days on submission of all the documents (if in order). Bill with correction / Overwriting and without signature of the guest will not be entertained for payment.</p>	
30	The party has to submit self attested copies of registration book for the vehicles likely to be deployed for BHEL on issue of Work Order. BHEL reserves the right to inspect the conditions of the vehicle before the award of the contract and also anytime during the contract period to ascertain that the vehicle being offered is as per the contractual terms and conditions.	Accepted unconditionally
31	The drivers must be literate, smart, polite, courteous and well dressed in white terricot uniform, with shoes, gloves and cap while on duty which shall be provided by the contractor.	Accepted unconditionally
32	Drivers should be well behaved, well mannered and decent. Any driver found misbehaving with the guests shall be reported to the contractor and he shall take immediate and appropriate action to avoid such incidence in the future. The drivers shall not be permitted to drive under the influence of alcohol and similar substances.	Accepted unconditionally
33	Drivers should have sufficient experience and possess valid driving license. The license should be produced for inspection as and when desired by the office / the user. They should not have any criminal / police record. The drivers should be fully conversant with the various routes within the BMC limits, Navi Mumbai and Thane Municipal Corporation Limits. The drivers deputed for outstation locations such as Pune, Nasik, Shirdi, Baroda etc., shall be conversant with the local routes and roads.	Accepted unconditionally
34	Drivers must carry sufficient cash to pay for airport toll, municipal parking charges, fuel when required and emergency maintenance. They should also have enough cash for taking care of their own lunch / dinner and shall not ask for any tips from any of the BHEL employees / guests. In no case money should be borrowed from the user of the car / BHEL guests for the above purposes.	Accepted unconditionally
35	All the drivers must have a working mobile tele	Accepted unconditionally

	phone and log book. The mobile nos. of the drivers should be handed over to the guests using the car for convenience of the users. It is preferable that the mobile nos. of the drivers be informed at least twelve hours before the duty time and the drivers should not be changed. If they are changed, then our office should be informed well in advance so that the same could be communicated to the guests. For the vehicles that are being requisitioned for VVIPs preferably the same driver should continue for better coordination and their mobile numbers should not be changed.	
36	Driver should carry placard (preferably laser print on computer) with BHEL shown distinctly on the top with all the particulars of the guests arriving with the details of flight / rail details etc., for easy identification by visiting BHEL guests. Placards of paper or file covers shall not be acceptable. It is preferable to have a placard in wood / durable hard plastic with handle to carry.	Accepted unconditionally
37	Drivers must report in time to BHEL concerned officials.	Accepted unconditionally
38	The driver has to park the vehicle in BHEL parking place inside the World Trade Centre compound, IN CASE THE reporting is in World Trade Centre.	Accepted unconditionally
39	The representative of the contractor also must check with the guests / users whether the vehicle has reported in time to the guests or not.	Accepted unconditionally
40	The drivers must have a suggestion / complaint book while on duty with BHEL and provide them to the users when requested.	Accepted unconditionally
41	During the contract period, if the vehicle is seized / detained / impounded by the Police / Transport Authority for any reason whatsoever, it would be at sole risk / expenditure / Responsibility of the contractor.	Accepted unconditionally
42	In case any car fails to report for duty at the stipulated time, it will not be accepted for duty and no payment shall be made for that trip.	Accepted unconditionally
43	In case contractor fails to carry out the jobs as per terms and conditions of the contract, the security deposit is liable to be forfeited without prejudice to any other rights, which the company may have under this contract.	Accepted unconditionally

44	If the car is involved in any accident or mishap and as a result thereof any employee or employees of BHEL suffer any injury or die and BHEL pays or has to pay compensation and / or damages to such employee or employees or his / their heirs, as the case may be, whether pursuant to the provisions of any law or otherwise, then the contractor shall be liable to pay to BHEL the amount of all such compensation or damages. BHEL should also be fully indemnified from any sort of Third party liability arising from this contract while the vehicle is on BHEL duty. This will be in addition to the recovery of losses which shall have to be reimbursed to the authorized commuters for to and fro journey from their respective offices.	Accepted unconditionally
45	If at any time the contractor defaults in proceeding with the work with due diligence and continues to do so or commit any default in complying any of the terms and conditions even after the notice in writing is given at least three times repeatedly, BHEL may, without prejudice to any other right to remedy which shall have accrued or shall accrue thereafter to BHEL, terminate the contract as a whole or in part thereof. The notice will be deemed to have been served as and when sent to the address given in the tender by courier / registered post.	Accepted unconditionally
46	The contractor shall also ensure to comply with all the Labour Laws i.e. Minimum Wages Act, P.F. Act, ESI Act etc., as applicable and a certificate of compliance as above shall be enclosed with your bill. BHEL shall in no case, be held responsible for any non-compliance on the above by you.	Accepted unconditionally
47	Force majeure means suspension of traffic services due to rains, floods, earthquake, bandhs, strikes, riots and lockouts in BHEL. For non-availability of the car during the force majeure period, no penalty will be leviable on the contractors as stipulated in the tender.	Accepted unconditionally
48	The party shall indemnify BHEL for all the losses / damages occurred during the contract for the operation of the vehicles by the drivers.	Accepted unconditionally
49	Reverse auction: As per GeM guideline	Accepted unconditionally
50	One Bid per Bidder Our organization has submitted only one bid for	

	<p>this tender.</p> <p>No other holding company / sister unit / Associated/ Allied concern(s) of our organization or owner/proprietor have participated in this tender.</p> <p>In case 2 or more bids of our organization or owner/proprietor are found for this tender, all bids of our organization or owner/proprietor may be rejected.</p>	
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Schedule A

Price Breakup format for daily vehicle

Type of vehicle or equivalent	Appx. Load for the year (In Trips)	Weightage
	A	B
Hatchback : Swift or Equivalent :	25	0.0395
Sedan : D'zire or Equivalent	350	0.6051
Premium Sedan : H/City or Equivalent	50	0.1278
Premium SUV/MUV : I Crysta or Equivalent	50	0.1386
Luxury Sedan : Camry or Equivalent	25	0.0891
	500	1

■■■■■■■■■■ ■■■■ Price Bid

<u>Lumpsum Price In INR (with GST)</u> <div style="background-color: #f0f0f0; height: 20px; width: 100%;"></div>	
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Lumpsum Price in INR (with GST) in words

-
-
-

Sign and stamp of representative of Agency

Note: Bidder has only to quote lump sum price in INR (with GST) for entire estimated work load for 1 year. This Lumpsum price shall be distributed among load of type of vehicle or equivalent as per the weightage mentioned in Column B

Illustration:

Suppose, Bidder quotes lump sum price in GEM, say Rs. 1050000 (with GST).

Then, after exclusion of GST, the lump sum price would be Rs. 1000000.

Type of vehicle or equivalent	Appx. Load for the year (In Trips)	Weightage	Work Value against type of vehicle	Value per type of vehicle	Cost of Vehicle for 8 hr 80 km will be Rs
	A	B	C = lump sum price, (say Rs. 1000000) X B	D = C/A	
Hatchback : Swift or Equivalent	25	0.0395	39500	=39500/25	1580
Sedan : D'zire or Equivalent	350	0.6051	605100	=605100/350	1728.86
Premium Sedan : H/City or Equivalent	50	0.1278	127800	=127800/50	2556
Premium SUV/ MUV : I Crysta or Equivalent	50	0.1386	138600	=138600/50	2772
Luxury Sedan : Camry or Equivalent	25	0.0891	89100	=89100/25	3564

Above table is for illustration purpose only.

Schedule B

1. Extra Hrs and Extra Kms beyond 08 Hrs/80 Kms will be paid as under only for Daily Vehicle

S N o	Hatchback : Swift or Equivalent		Sedan : Dzire or Equivalent		Premium Sedan : H/City or Equivalent		Premium SUV/MUV : i Crysta or Equivalent		Luxury Sedan : Camry or Equivalent	
	Per Addl Kms	Per Addl Hrs	Per Addl Kms	Per Addl Hrs	Per Addl Kms	Per Addl Hrs	Per Addl Kms	Per Addl Hrs	Per Addl Kms	Per Addl Hrs
01	14	103	15	116	22	239	22	239	30	261

- Night Halt Charges will be paid Rs. 340/- per night , irrespective of type of vehicle
- Rate for 4 Hrs / 40 Kms. will not be considered for evaluation. for **Daily Vehicle**
- Rate for 4 Hrs / 40 Kms. will be paid as 60% of rate for 8 Hrs / 80 Kms.
For example if rate for 8 Hrs / 80 Kms is Rs. 1000/- then the rate for 4 Hrs / 40 Kms will be paid Rs. 600/- for Daily Vehicle
- In case of outstation trips to Pune, Nashik etc. returning on same day, Vehicle rates per KM. will be applied, for payment.
- For Daily Vehicle in case of trips involving overnight halts for outstation, the payment will be on the basis of actual Kms travelled per day with minimum of 200 Kms per day, for each day of trip. No charges for additional hours will be considered.
- Night halt charges will be given for outstation journeys only.
- The rates will be rounded off to the nearest of Rupee 1/= (Paise 50 or more will be rounded to Rupee 1.00 and less than 50 paise will be ignored).
- The maintenance cost, charges of fuel, road tax, salary of driver and overtime, challan etc. are to be borne by the contractor.
- Parking charges, toll tax, GST, 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).
- FAST TAG: Vehicles must have the fast tag. Non-fast tag penalty / challan will be not reimburse by BHEL In case of deduction from fast tag account, the statement submitted should be duly signed by the agency. BHEL will also reimburse State levies / taxes for outstation journeys (for single entry only) at actual on submission of receipts in original. Payments done from fastag, the printed receipt must be signed by the agency.
- Additional Hours and Additional Km charges will be paid on ACTUAL USAGE
- In all the category Additional Hours and Additional km charges will be paid on ACTUAL USAGE and the average km and average hours

Evaluation Criteria:

- a. The offer of parties meeting the Technical requirements will only be considered for evaluation.
- b. The offers will be evaluated on the basis of the total value offered in the Price Bid.
- c. The order will be finalized on one party only whose is declared L1 in GeM portal after RA on GeM.
- d. L1 party will confirm the rate of different categories of vehicle on their letter head based on L1 price quoted on GeM.
- e. BHEL Reserves right to Negotiate with L1 party.
- f. One Bid per Bidder

A Bidder shall submit only one bid in a particular bidding process. In case of a holding company having more than one independent manufacturing units or more than one unit having common business ownership / management, only one unit should quote. Similar restrictions shall apply to closely related sister companies. Bidder's sister/ Associated/ Allied concern(s) participating or applying against the same tender, shall lead to disqualification of Bidders. Sister/ Associated/ Allied concern means a company, society, partnership firm or proprietorship firm having one or more common persons as Director/Partner/ Member/ Owner. A Bidder who submits more than one bid will cause all the proposals submitted in the particular bid to be disqualified. In relation to the above, a person will include firm(s) of Proprietorship / Partnership Firm / Limited Liability Partnership / Private Limited / Limited company / Society registered under Society's Act / Statutory Bodies / any other legal entity, as the case maybe, & will be deemed to have submitted multiple bids in a particular bid if a person bids in any of the two formats given below: i. individual or proprietorship format and/or ii. a partnership or association of persons format and/or iii. a company format Whereby, · A company shall for this purpose include any artificial person whether constituted under the Indian laws or of any other country. · A person shall be deemed to have bid in a partnership format or in association of persons format if he is a partner of the firm which has submitted the bid or is a member of any association of persons which has submitted a bid. · A person shall be deemed to have bid in a company format if the person holds: i. more than 10% (ten percent) of the voting share capital of the company which has submitted a bid, or ii. is a director and / or Key Managerial Personnel of the company which has submitted a bid, or iii. holds more than 10% (ten percent) of voting share capital in and/or is a director and / or Key Managerial Personnel of a holding company of that company which has submitted the bid.

By making a bid pursuant to the Tender Documents, the bidder / tenderer shall be deemed to have declared that the bidder / tenderer has not made any other bid or multiple bids as understood or deemed in terms of this clause.

All the bids of a bidder who has submitted multiple bids, as per the clause, shall be rejected and Bid Security for all such bids shall be forfeited, not by way of penalty or liquidated damages but by way of reimbursement of the pre-estimated costs likely to be incurred by the buyer towards bidding process and in the scrutiny & evaluation of bids.

In addition to the above, bidders found to be in contravention to the said clause will be liable for administrative actions

Annexure A**DETAILS OF VENDOR**

1.0	Name of the firm/Authorized Representative	
	Contact details (phone/Mob/Email)	
2.0	Status of Firm (Public/Private/Partnership / HUF/Proprietorship/trust/other)	
	Name of proprietor / partner / Director	
2.0	Address for communication	
3.0	Registered Office address :	
4.0	Location of Garage(s) :	

	Distance of Garage from WTC, Cuffe parade Colaba	
5.0	PAN Card	
12.0	GST - Registration No.	
	TURNOVER (F.Y.) (certified by Chartered Accountant with UDIN)	Year 22-23 Year 21-22 Year 20-21
13.0	Any other information	

Work Experience (As per work orders and work completion certificate submitted in technical Bid)

EXPERIENCE	Work order (reference no. and date)	Completion letter (reference no. and date)	Value of work done in Rs	Customer's Name
1.				
2.				
3.				

(SIGN AND SEAL OF TENDERER)

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Annexure B

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Details of Vehicles owned (Attach separate sheet in the following format).

Registration No; Make AND YEAR; Model;

(SIGN AND SEAL OF TENDERER)

VEHICLE DUTY SLIP**TO BE FILLED BY THE OPERATOR**

1. Name of the Operator: _____ 2. Dated: _____
3. Vehicle No.: _____ 4. Type of Vehicle : _____
5. Driver Name: _____ 6. Driver Mobile No.: _____
7. Name of the user: _____ 8. Mobile number of the user _____
9. KM reading at Garage: _____ 10. Place of Reporting: _____
11. KM reading & time at place of reporting _____
- _____

Signature of Operator**TO BE FILLED BY THE USER**

1. Name of User: _____
2. Staff No. of user : _____
3. Unit: _____
4. Places Visited: _____
5. Date & Time of releasing of vehicle: _____
- (To be filled by the user)**
6. Place and KM reading at the time of releasing the vehicle: _____
- (To be filled by the user)**

Signature of the user at the time of release:

Remarks/Feedback of the user w.r.t quality of the service

Signature of User

Distance (in KM) from place of release to garage: _____

(TO BE FILLED BY THE OPERATOR)

Note:

1. For all purposes the distance from Garage to Place of Duty & back to Garage shall be considered as per the details given by the operator in their offer.
2. Usage shall be considered as Garage to Garage basis.
3. Duty hours shall be from the time of reporting to the time of releasing the vehicle by the user . *(Mandatory for the duties for daily hiring.)*
4. For the reporting & releasing place being BHEL World Trade Centre-I, Mumbai the distance from & to Garage shall be limited to 14 KMs or actual, whichever is less.
5. No over writing, unless duly authorized/signed by the user shall be acceptable.
6. BHEL reserves the right to reject /cancel any incomplete duty slip.
7. In case of any discrepancies, BHEL reserves the right to verify any details from the concerned user & the decision of BHEL shall be final.

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Annexure D

(Letter of compliance in Company's Letter Head)

To,
M/s Bharat Heavy Electricals Limited,
15th Floor, World Trade Centre-1,
Cuffe Parade, Mumbai -5

Dear Sir,

With reference to your above tender, we have carefully read and understood the tender terms & conditions and hereby confirm that all the terms and conditions of your above tender are acceptable to us and our offer is based on the same.

We hereby accept all terms and conditions of the above tender.

In view of the above confirmation, any deviation mentioned by us anywhere in the tender is not valid and is to be ignored by BHEL while finalizing the Tender.

We have visited BHEL place of reporting. We are familiar with local conditions of MMR and applicable laws and custom.

There is no case is pending with the police / court against our firm/ partner or the company.

We are not black listed by BHEL/Government Agency/Authority.

Any employee of our firm is not related to employee/director of BHEL.

Further, it is also confirmed that we have submitted the price bid in your price bid format only without any deviations / conditions.

In case, any deviation is observed in the financial bid the same is not be entertained / considered by BHEL.

We also understand that number of vehicle trip/load mentioned in price bid format are indicative only and it does not guarantee fixed business. There may be variation (increase/decrease) in vehicle trip/load. We don't have objection to it. We are ready give our best service, on demand.

We have read and understood all relevant GeM guideline/circular including General Terms and Conditions on GeM 4.0 (Version 1.11) dt 21th June 2023. We shall ensure compliance for the same.

Our organization has submitted only one bid for this tender. No other holding company / sister unit / Associated/ Allied concern(s) of our organization or owner/proprietor have participated in this t

ender.

Thanking you,

Yours faithfully,

NAME / SIGNATURE AND SEAL OF TENDERER

Annexure E

Types of Cars: Buyers of this service will have the option to choose the type of vehicle as per their requirement, for which the following categories have been defined.

Type of Car

a) Hatchback

This segment includes passenger cars with compact design in a two-box configuration, and usually a length between 3401 to 3995 mm.

Examples: 1. Maruti Suzuki WagonR 2. Maruti Suzuki Celerio 3. Maruti Suzuki Swift 4. Hyundai i10 5. Hyundai i20 6. Tata Tiago 7. Datsun Go 8. Tata Bolt 9. Hyundai Santro 10. Tata Indigo

b) Sedan

This segment includes passenger cars with mid-size design in a three-box configuration, and usually a length between 3990 to 4500 mm.

Examples: 1. Honda Amaze 2. Maruti Suzuki Dzire 3. Tata Tigor 4. Hyundai Xcent 5. Ford Aspire 6. Volkswagen Ameo 7. Tata Zest 8. Nissan Sunny 9. Toyota Etios

c) Premium Sedan

This segment includes passenger cars with executive design in a three-box configuration, intended to provide passengers with increased comfort, a higher level of equipment and increased perception of quality than regular sedans and usually a length between 4000 to 4600 mm.

Examples: 1. Maruti Suzuki Ciaz 2. Honda City 3. Volkswagen Vento 4. Toyota Corolla 5. Hyundai Verna 6. Skoda Rapid

d) Premium SUV/MUV

This segment includes SUV/MUVs intended to provide passengers with increased comfort,

a higher level of equipment and increased perception of quality than regular SUVs and length between 4300 to 4800 mm.

Examples: 1. Toyota Innova 2. Toyota Innova Crysta 3. Toyota Fortuner 4. Ford Endeavour 5. Jeep Compass 6. Tata Hexa 7. Tata Harrier 8. Honda CR-V

e) Luxury Sedan

This segment includes passenger vehicles with luxury design in a three-box configuration, intended to provide top level of comfort and highest perception of quality and length between 4500 to 5200 mm.

Examples: 1. Toyota Camry 2. Honda Accord 3. Mercedes Benz E Class 4. BMW 3 Series 5. Audi A4 6. Volvo S 90 7. Jaguar XE 8. Lexus ES 9. Skoda Superb 10. Skoda Octavia

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer

is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

*This document shall overwrite all previous versions of Bid Specific Additional Terms and Conditions.

[This Bid is also governed by the General Terms and Conditions](#)