

BHARAT HEAVY ELECTRICALS LIMITED
RAMACHANDRAPURAM :: HYDERABAD-32
TRANSPORT SECTION
NOTICE INVITING TENDER

Tender in two parts (Techno-Commercial & Price bid) will be received by the undersigned in sealed cover from all such Transport Contractors satisfying the Pre-Qualification requirements for hiring of AC Cars for a period of one year in BHEL, RC Puram, Hyderabad-32. The following should be legibly written on the cover: Tender Notice Number, Tender date, Name of work & Due date of tender opening. Tenders will be opened at 13:30 hrs. on the due date in the presence of bidders or their authorized representatives in **BHEL, Administrative Building (Vendor Complex) Ramachandrapuram, Hyderabad – 502 032, Telangana State.**

Contractor has to mention the number of quoted cars in both figures and words on the envelope cover without fail.

1	Name of the work	:	Hiring of 24 (Twenty Four) AC Cars for a period of 1 (ONE) Year. Models : January 2019 or later models with KM run not more than 75000 KMs(Seventy Five Thousand KMs) with RTO permit T-Board (Tourist Board-Yellow number plate) Colour : White/Silver/Grey Any variant & version of AC car over & above 1100 CC engine capacity will be accepted. Seating capacity : Minimum 4 + 1 (Driver) Boot Space: Minimum of 250 (Two Hundred and fifty) Litres BHEL Reserves the right to increase or decrease the number of AC cars at its own discretion.
2	Earnest Money Deposit	:	Rs. 7,900/- (Rupees Seven thousand Nine hundred only) per car
3	Estimated Cost	:	Rs.3.95 Lakhs per car per year
4	Cost of Tender Documents	:	Rs.1000/- (non-refundable)
5	Tender Sale Start Date	:	8 th Mar'22 - 11.00 AM
6	Tender Sale Close Date	:	29 th Mar'22 - 11.00 AM
7	Last Date for receipt of Tenders	:	29 th Mar'22 - 11.00 AM
8	Date & time of Techno-Commercial Tender opening	:	29 th Mar'22 - 13.30 PM
9	Tender should be addressed to	:	Dy.Manager/Transport BHEL, Ramachandrapuram, Hyderabad-502 032,Telangana State

Name & Address of the Contractor:

.....
Tenderers are requested to sign and affix their Seal on all pages of tender documents.

PART-I (TECHNICAL BID)**SECTION-I****PRE QUALIFYING REQUIREMENTS**

The following conditions have to be satisfied by the tenderer, with documentary proof to be enclosed with Techno-Commercial bids:

- i) Average annual Income during the last three years, ending 31st March of the previous financial year (should submit Balance sheet & P&L account and/or IT returns for last 3 years – certified by Chartered Accountant), should be at least 30% of the estimated cost i.e. Rs.1,18,500/-(One lakh eighteen Thousand Five Hundred Only) per quoted car .Further, if the tenderer fails to submit the figure (s) for three years, non-submitted year will be considered as “0” (Zero) for averaging the turnover. In the three years turnover/Income, previous year turnover is compulsory.

For partnership firms/limited Company, registered on or after 01-01-2022 but before technical bid opening date, the income will be reckoned based on IT returns of individual partners/directors on aggregated value duly certified by Chartered Accountants. In such cases the aggregated average turnover of all the partners/directors should be at least 30% of the estimated cost.

- ii) GST Registration No. (If available) : _____
- iii) Particulars of experience / credentials for the works executed of similar nature not older than 7 (seven) years (Completion and experience certificate of the works to be enclosed and related Income Tax Form 26AS also to be enclosed) In case Income Tax is not deducted at source, undertaking to that respect duly certified by Chartered Accountant to be furnished) ending last day of month previous to the one in which applications are invited should be either of the following:
- a) Three similar completed works each costing not less than 40% of the estimated cost i.e Rs.1.58 lakhs per car.
- OR
- b) Two similar completed works each costing not less than 50% of the estimated cost i.e Rs.1.975 lakhs per car
- OR
- c) One similar completed work costing not less than 80% of the estimated cost Rs.3.16 lakhs per car.

Experience certificate issued by BHEL, Ramachandrapuram in case any work executed in BHEL, Ramachandrapuram will also be considered for the above. Any adverse remarks in the experience certificate will be a disqualification factor.

- NOTE:** (i) "Similar Job / Service" refers to "Providing of AC Cars on hire (Daily / Monthly /yearly basis) for local and/or outstation duties".
- (ii) Experience in case Proprietorship Firms/Partnership Firms/ Limited Company, experience of individual/ Partners/ Partnership Firm/ Director/ Limited Company will be acceptable.
- (iii) The offers of those bidders who are on the banned list and also the offers of such bidders, who engage the services of the banned firms shall be rejected. The list of banned firms is available on BHEL website www.bhel.com ".

SECTION-II**COMPANY PROFILE**

Techno-Commercial bid for “Hiring of 24 (Twenty Four) AC Cars of January 2019 or later models for a period of ONE Year”.

All the below documents shall be submitted for technical qualification, failing which the offer shall be liable for technical disqualification.

S.No.	Description	Contractors response
1	Name of Contractor : Proprietor/ Partnership Firm/Limited Company	
2	GST Registration Number (If available)	
3	Self-Certified Copy of Notarised Regd. Partnership deed / Certificate of Incorporation in case of Limited company / Trade license for Proprietary units.	
4	Address, contact numbers, email id and Name of authorized representative	
5	Name of Work	Hiring of 24 (Twenty Four) AC Cars for a period of 1 (ONE) Year. Models : January 2019 or later models with KM run not more than 75000 KM with RTO permit T-Board Colour : White/Silver/Grey Any variant & version of AC car over & above 1100 CC engine capacity will be accepted. Seating capacity : Minimum 4 + 1 (Driver) Boot Space: Minimum of 250 Litres BHEL Reserves the right to increase or decrease the number of AC cars at its own discretion.
6	Tender Notice No. & Date	HY/TPT/Taxi_Hire/2022-23 dt:08-Mar-2022
7 a)	No.of Cars quoted (1-24 Cars)	

b)	To be filled by in by those bidders who are in possession of cars before quoting for the tender		
	Make/Version/Colour	Model(Month/Year)	Regn.No.(s).
	Car 1		
	Car 2		
	Car 3		
	Car 4		
	Car 5		
	Car 6		
	Car 7		
	Car 8		
	Car 9		
	Car 10		
	Car 11		
	Car 12		
	Car 13		
	Car 14		
	Car 15		
	Car 16		
	Car 17		
	Car 18		
	Car 19		
	Car 20		
	Car 21		
	Car 22		
Car 23			
Car 24			

(Strike whichever is not applicable)

7	Details of EMD	
8	Document cost payment details	
9	PAN with documentary proof	
10	Copy/Copies of Registration certificates (As applicable)	Yes/No
11	Copy of valid driving license(s) submitted	Yes/No
13	Comprehensive Insurance: Copy/Copies including third party (To be ensured before commencement of work)	
14	Copy/Copies of Valid PUC (To be ensured before commencement of work)	
15	Copy/Copies of valid Fitness certificate(s) wherever applicable	
16	Copy/Copies of Road tax payment as applicable	
17	Banker's Name & Address	
18	Bank A/C No., IFSC code & Branch	
19	Financial Turnover / Income for preceding three years duly certified by qualified Chartered Accountant Example: 2018-19, 2019-20 & 2020-21	
21	Any other comment (s)	
22	BHEL Vendor code (If present)	

Note: Photocopy in support of above wherever applicable should be attached and the same should be self-certified with seal.

SECTION-III
INSTRUCTIONS TO BIDDERS

1.	<p>Bidders are required to go through the instructions carefully and complete all the formalities as required. In the event of furnishing false or incorrect information/refusal to honor to deploy the quoted no. of cars, the offers of such bidders shall be rejected with forfeiture of EMD and no correspondence will be entertained in this regard. Further, punishable action as per BHEL policy will be revoked.</p>
2.	<p>Bidders are required to submit the offer in two parts :</p> <p>a. Techno-Commercial bid consisting of Part-I (Sections I,II,III & IV) & Annexure-I duly signed and stamped on all pages along with Original DDs for Rs.1000/- (cost of tender documents) & Earnest Money Deposit of Rs. 7,900/- per quoted car.</p> <p>b. Price bid consisting of Part-II duly filled in & duly signed and stamped.</p> <p>The above two bids are to be placed in separate covers duly sealed. The cover for Techno-commercial bid should be super-scribed as “Techno- Commercial bid for Hiring of AC Cars for 2022-23” and Price bid shall be super-scribed as “Price bid for Hiring of AC Cars for 2022-23”.</p> <p>Both the above two envelopes shall be kept into another sealed cover. The cover shall be super-scribed with “Quotation for Hiring of AC Cars for 2022-23 (Quoted for No. of cars: _____)”, Tender Notice No. HY/TPT/Taxi_Hire/2022-23 dated 08-Mar-2022 and shall be sent to Tender Box, Vendor Complex, Admn. Bldg. Bharat Heavy Electricals Limited, Ramachandrapuram, Hyderabad – 502032, Telangana State.</p> <p>Note: Contractors should mention the number of quoted AC Cars in both figures and words on the envelope cover without fail.</p>
3.	<p>Bidders can also submit offers through email at their own risk. The offers have to be submitted in two parts. Technical offer to be submitted to technicalbid_hyd@bhel.in and price bid to be submitted to pricebid_hyd@bhel.in Interchanging the information in the mails may lead to rejection of the offer.</p> <p>Offers sent through emails have to be received only before 10.00 AM on the day of tender opening (Technical). Contractors shall have no claim on e-mail offers sent on any other e-mail ID or received after the due date & time. BHEL is no way responsible for non-receipt of offers sent thru email due to Server break down / Internet failure / Transmission error etc. In case of e-mail offers Contractor name, Address including contact details shall be mentioned in the email Subject should necessarily contain Enquiry No and Tender Due date.</p> <p><i>All corrigenda, addenda, amendments, time extensions clarifications, etc., to the tender will be hosted on BHEL website (www.bhel.com) only. Bidders should regularly visit BHEL website to keep themselves updated.</i></p>

4.	Bidders are required to ensure that all columns of the bid are duly filled in. If any incorrect rates or unusually low rates are mentioned in the offer, the same shall be rejected and no correspondence will be entertained in this regard.
5.	The techno-commercial bid should accompany the Demand Draft for Earnest Money Deposit and cost of tender document along with other relevant supporting documents. In case of non-submission of Earnest Money Deposit/ Document cost along with the technical bid, the offer is liable to be rejected.
6.	Bidders are required to submit duly filled in tender documents before 11.00 hrs as mentioned earlier at Vendor Complex, Administrative Building (BHEL).
7.	All entries in the Tender should be clearly written in ball point pen of one ink and corrections, if any, are to be duly attested by the tenderer. Erasures and over-writing are not permitted.
8.	Unit rates should be quoted in figures as well as in words for all the items shown in PART-II of price bid. If there is a discrepancy in the words and figures, the amount in words shall prevail.
9.	The Techno-Commercial bids will be opened on the same day as mentioned earlier at 13.30 hrs. at Vendor complex, BHEL, Ramachandrapuram, Hyderabad-502 032, Telangana State.
10.	Bidders or Bidder's representatives may attend the tender opening on the above mentioned date, time and place. No separate intimation will be given to bidders.
11.	Quotation should be valid for a period of three months from the date of opening of Techno-commercial bid. No other person except Contractor's authorized representative will be allowed in BHEL premises.
12.	Issue of Tender documents does not mean that the bidder fulfills the qualifying requirements of the contract.
13.	Submission of offer shall mean that the bidder has read the bid documents and agrees to abide by the terms & conditions mentioned in the documents.
14.	Canvassing in any form in connection with the Tender is strictly prohibited and tenders submitted by bidders who resort to canvassing will be liable for rejection.
15.	The Contractor should cover PF & ESI for all the Drives engaged for duty. All applicable statutory payments shall be complied by the contractor and BHEL has no responsibility on what so ever the issue happened to the drivers while on duty.
16.	REVERSE AUCTION: Not applicable

SECTION-IV**TECHNICAL REQUIREMENTS OF CONTRACT :**

1. BHEL, Ramachandrapuram is in requirement of 24 (Twenty Four) AC Cars with RTO permit T-Board for ONE YEAR for official use on 28 (Twenty Eight) days (including Holidays & Sundays) in a calendar month. However, BHEL reserves the right to increase or decrease the number of AC cars at its own discretion.
2. Contractors in possession of AC Cars / in possession of agreement for right to use of AC cars as per NIT requirement should submit the documentary proofs regarding ownership of cars / agreement for right to use of car(s) as mentioned in ANNEXURE II.
3. **Any AC Car with engine capacity of 1100 CC & above will be accepted & the colour of the AC Car shall be 'White/Silver/Grey' with any Version & Variant (with fuel as Petrol/Diesel) :**
The maximum kilometer run for each quoted car should not exceed 75,000 KM on the date of inspection. The condition of the cars will be evaluated by a Committee constituted for the same and accordingly Cars will be either accepted or rejected. The decision of the evaluation Committee will be final & binding.
4. **The Year of Registration of the AC Cars shall be January 2019 or later models. The AC car should not have run more than 75,000 kilometers as on the date of inspection.**
5. **Boot Space should be more than 250 L .**
6. Contractors not in possession of AC Cars can also take part in the tender process by signing an undertaking as in Annexure-I.
7. Ownership of vehicle has to be in the name of Individual/Proprietor / Proprietary Firm / Partner /Partnership Firm / Director / Limited Company. Right to use of vehicle for the contract period shall be registered in the name of proprietor / proprietary firm / partner / partnership firm / Director / Limited company.
8. BHEL employees & their dependents are **NOT ELIGIBLE** to participate in the tender.
9. Transport Contractors shall quote for a minimum of 1 (ONE) and a maximum of 24 (Twenty Four) for the contract period.
10. **EVALUATION OF TENDER:** Price bids of all technically qualified contractor(s) will be considered and scrutiny shall be carried out. Evaluation will be made in two phases –
 - a. If L1 Contractor rates (all rates) are less than our estimation and agreed by the committee as reasonable, the same will be counter offered to the next in the tender priority for acceptance. Counter offers will be continued until our requirement of cars is fulfilled.
 - b. If L1 Contractor rates are greater than our estimation, negotiations will be conducted with L1 Contractor and the negotiated rates would be finalized. The same rates would be counter offered to the next in the tender priority for acceptance. Counter offers will be continued until our requirement of cars is fulfilled.
 - c. In case the requirement of cars is not met by following the above procedure then L1 Contractor and others as per tender priority will be offered to provide balance number of cars to meet our requirement in proportion to their original quantity offered.

- d. During finalization of Contractors - In case of tie based on basic rate, the second parameter i.e. rate per extra hour will be considered to break the tie. If further tie exists, higher average annual turnover will be considered to break the tie.

11. **BUSINESS DISTRIBUTION:** L1 vendor will be worked out considering basic rate per car (Rate per month per AC car @28 (Twenty Eight) days per calendar month @2500 (Two Thousand Five Hundred) km run per calendar month @10 (Ten) hrs operation per day) ignoring the no. of cars quoted. L1 will be awarded the total number of cars originally quoted in the tender. If the numbers of technically qualified responses / vendors is N, then the contract shall be awarded to N vendors only.

Step 1:

Qualified Bidders as per tender priority quoted per car and whose price stands greater than L1 price will be asked to match the L1 price / L1 negotiated price until fulfilment of cars and total number of cars originally quoted by them will be awarded. Bidders who fail to match the L1 price shall be eliminated.

Step 2:

L2 , L3 ...Ln bidders, matched L1 price, will be offered number of cars as per their quoted no of cars until fulfilment of cars.

In case any bidder fails to honor the offered number of cars (based on their quoted nos.) after acceptance of counter offer, the offers of such defaulting bidders will be rejected and appropriate action will be initiated in line with prevailing rules & regulations in BHEL.

12. No contractor can object on the above distribution.
13. Company reserves the right not to issue the work order to any agency / firm / contractor if the required no. of cars has been fulfilled already. The EMD of all those contractors/firm/agencies on whom the work order is not placed will be refunded.
14. Contractor is solely responsible for payment of statutory payments like minimum Wages / Salaries, PF, ESI, Bonus etc. to his Drivers / Staff. BHEL will have no liability whatsoever in this regards.
15. The AC Cars shall be supplied along with the Driver / Drivers with all necessary fittings. The Fuel, Maintenance, Road Tax, Insurance and PUC shall be in scope of the Contractor only. However, fuel escalation charges as applicable will be paid
16. All the terms and conditions stated in the NIT shall be applicable for each AC Car.

17. Taxes & Duties

GST is applicable for registered vendors as below.

- a) In case GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from vendor along with interest levied/leviable on BHEL.

- b) In case vendor delays declaring such invoice in his 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 vendor/contractor along with interest levied / leviable on BHEL.
- c) The bidder shall arrange to send to BHEL, Hyderabad along with all the required documents as in Purchase Order, Tax Invoice (Original for Recipient) along with his bills.
- d) Vendor to ensure correct applicability of IGST/CGST/SGST/UTGST based on the Inter / Intra state movement Supply of goods and services or both.
- e) Taxes and duties prevalent on the contractual delivery date or the actual delivery date (in case of delay) whichever is lower shall be applicable paid. Composition Scheme to be addressed.
- f) Vendor shall note that the Invoice has to be raised quoting HSN Code of Goods or Accounting Code of Services or both wherever applicable.
- g) Invoice should mention BHEL-HPEP-HYDERABAD GSTIN: 36AAACB4146P1ZG (or) GSTIN of BHEL Nodal Agency as mentioned in PO.
- h) In case of any short supply of goods or service Vendor has to raise a credit note for short supplied quantity as per GST provisions.
- i) Any GST liability arising on BHEL under reverse charge before actual receipt of goods and or services and/or invoice thereof would be subject to recovery of interest leviable for the period between the date of such liability and actual date of eligibility of ITC based on receipt of goods, receipt of invoices and other conditions specified in GST law, as applicable.
- j) Supplier shall mention their GSTN registration number in all their invoices and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No which is linked/uploaded in GSTN network shall be clearly indicated), item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, etc.
- k) A declaration to the effect that all tax liability as per GST rules and regulations shall be discharged.
- l) Reverse charge is applicable for GST unregistered vendors.

COMMERCIAL CONDITIONS OF CONTRACT

1. If the AC Car runs for a Minimum of 28 days (@ 10 hrs./day) every calendar Month, basic payment as finalized shall be made. However, in case the vehicle does not run for minimum 28 days @ 10hrs/day in a calendar month, penalty shall be levied on the proportionate monthly payment as mentioned in Penalty clause 5.1 under special terms and conditions.
2. Basic rate per day shall be arrived at by dividing the finalized basic rate per month by 28 (twenty eight) irrespective of number of days in a calendar month.
3. The breaks will be at the discretion of the Transport Pool and Penalty shall also be levied for refusing to take the break as per Clause 5.1 of Special Terms & Conditions.
4. The starting and closing KM, readings and reporting and closing time shall be reckoned from BHEL Ramachandrapuram, Hyderabad Transport Pool only. The prices shall be quoted accordingly. No empty Km. Run/ Garage km. run will be considered. However, in case of city trips (for pickup from city and drop in city) the KMs. reading and time will be calculated from the pickup /drop place subject to certification by the Transport pool In-charge. Such a requirement and allocation of duty is at the sole discretion of Transport pool In-charge.
5. The basic KM run per calendar month per AC Car is 2500 Kms and no payment shall be made for extra kilometers beyond 2500 kilometers in a calendar month. However, Extra hour charge shall be paid only in case the daily run exceeds 10 hrs. per day (Maximum upto 70 hours per calendar month per car).
6. **Parking Charges / Toll fees / Interstate permit charges etc. (for Airport duties) are to be paid by the Contractor/Driver and the relevant bills may be submitted along with the Monthly bill for claims duly certified by the Transport pool official. Drivers will not be allowed to be reimbursed for breakfast/lunch/tiffin/dinner or any other expenses.**
7. The basic rate per month for 10 Hrs. operation per day and 2500 Kms. run in a calendar Month should be quoted in Part-II along with rate per Extra Hour beyond 10 Hrs. operation per day.
8. The breakdown / overhauling / preventive maintenance hours will not be counted in hours of operations.
9. The Contractor shall make available relief AC Car immediately in the event of any accident/breakdown. In case of accident, FIR copy to be submitted to Transport department officials. Such relief AC Car shall be in good running condition and should be in compliance with clause no. 3, 4 of Technical requirements of contract under SECTION IV of this NIT. Such relief Car will be inspected by Transport Pool Authorities and only on their written consent, the AC Car shall be put-in operation for a maximum period of 6 (SIX) months. The original car shall be put back in operation only after inspection by the Transport Pool authorities. If the AC Car does not pass the inspection test, the contract shall be terminated with forfeiture of Security Deposit. For noted reasons, BHEL/Transport department reserves the right to allow/continue the relief vehicle beyond six months till the completion of contract period which includes extension if any.
10. With the consent of BHEL and with noted reasons, maximum 2 (TWO) relief AC cars can be deployed in the whole contract period which includes extensions if any.

11. The rates quoted shall remain valid for entire period of contract including extensions, if any. However, reimbursement/ recovery will be made for increase / decrease only in the cost of fuel. No other variations other than the cost of fuel will be allowed by BHEL during the tenure of the contract period, including extensions, if any. The escalation is based upon fuel cost on the date of opening of technical bids. Escalation for increase / decrease in fuel cost will be reimbursed / recovered at the rate of 0.0067 rupee per Km. for every 10 paise per liter increase / decrease in fuel cost (prevailing on the last date of the Calendar month). The escalation is applicable at actual Km. run for reimbursement / recovery.
12. The Contract once finalized will be valid for ONE YEAR from the date of commencement of work and can be extended for a further period of ONE YEAR and THREE months on mutually agreed terms at the same Scope, Rate, Terms & Conditions and passing fitness test.

SPECIAL TERMS & CONDITIONS

1.0 REQUIREMENTS OF VEHICLE

- 1.1 The AC Cars shall be in perfect working condition in all aspects during the entire Contract period, including extensions. The Contractor may be permitted to replace an unfit car during the tenancy of the contract, including extensions, if any. Such replacement cars should be confined to the same parameters of the originally tendered cars, failing which the contract may be liable for termination with forfeiture of Security Deposit.
- 1.2 Periodical service in respect of vehicle/engine/lubrication, wheel alignment and balancing etc. as recommended by the vehicle manufacturer to be carried out without fail.
- 1.3 Random checks will be carried out to check the correctness of the meter. If any tampering or in-correctness is found, the concerned contractor is liable for penalty to the extent of termination with forfeiture of Security deposit.
- 1.4 The vehicle as required should be in perfect working condition, duly registered and insured, having requisite permit and taxes paid up to the date. Taxies must comply with Central/State Government, Pollution & MV Acts.
- 1.5 The vehicles shall be kept clean and immaculate condition (from inside and outside) and as scratch free as possible.
- 1.6 The interior of the cabin must have appropriate additional fittings to provide good comforts and appearance like foot matting, high quality upholstery to provide comfort. Vehicle should have an operational music system fitted in.
- 1.7 Preferably, Sparkling white (spotless) seat covers of good tapestry cloth shall be provided.
- 1.8 The vehicle should be noise free. Any rattling sound of loose nuts/bolts, windows, shutters, spare wheel, fan belt, loosely kept tool box, etc., should be completely done away with.
- 1.9 The vehicle suspension system shall be maintained in excellent conditions to provide good riding comfort.
- 1.10 Battery, tyres, brakes, head-light beam adjustment, indicator and other lights, starter, wiper, window shutter should be in good working condition.

2.0 DRIVER

- 2.1 A Passport size photo of the Driver(s), shall be submitted to the Transport Pool authorities before the commencement of work and shall be updated regularly.
- 2.2 The Driver must be in neat & clean uniform with black shoes and possess a mobile phone with roaming facilities in working condition. The color of the uniform should be in line with the RTO regulations & the same will be communicated to successful bidders. The driver should not be in drunken condition while on duty and should not smoke inside the car.
- a. The contractor shall arrange alternate Driver(s) immediately in case the any Driver(s) falls ill, is on leave or absconds from duty.
- b. The Transport Contractor should ensure that the AC Car Driver(s) shall meet the following:
- Minimum of 2 year experience of driving vehicles with proof of valid license.
 - Maintain Dress Code, Strict Discipline, punctuality and keep the Car always neat and clean.
- c. Driver should follow Motor vehicle rules strictly while driving.
- All safety equipment such as safety belts & other equipment (as required for this work) are to be positioned by the contractor & used as per requirement.
 - Any casualty or damage caused to the property or person by any untoward incidents while executing this contract will be at the contractors risk & cost.
- 2.3 It is the responsibility of the Contractor to arrange the number of drivers depending upon the operational hours per day.
- 2.4 Contractor has to obtain insurance cover for his drivers and shall take comprehensive insurance (including third party) coverage at his own cost. BHEL will not be responsible for any loss / damage / pilferage or his property and or his employees.
- 2.5 Contractor shall be directly responsible for providing necessary staff like licensed drivers with the prescribed uniform. He will also be responsible for their courteous behavior towards BHEL & CISF authorities.
- 2.6 Under no circumstances shall BHEL be liable to compensate for any loss or damage that may be caused to the AC Car by accident or complications arising out of such contingencies like theft, fire, riots, strike and terrorism damage whether inside or outside BHEL premises while engaged.
- 2.7 Drivers will be evaluated on a periodic basis based on feedback from end-users. Contracts of such Drivers erring repeatedly will be terminated by serving a notice period of one month.
- 2.8 Contractor should ensure Police Verification Certificate (With Unique Identification No.'s for both Owner and Driver) for each vehicle.

3.0 OPERATION

- 3.1 The vehicle should report at Transport Pool/ Designated point as instructed by Transport Pool authorities.
- 3.2 Reporting time of car: (a) 7:00 AM (b) 8:00 AM (c) 1:00 PM (d) 11:00 PM, as intimated by BHEL to contractor from time to time. This timings may vary at the discretion and requirement of BHEL. Drivers have to necessarily report at the transport pool at the beginning of the shift and get the reporting time endorsed on the trip sheets by the transport pool in-charge, before proceeding for the designated duties. Drivers reporting late will be penalized in line Clause No.5.10
- 3.3 Trip sheets for all hired cars will be supplied by BHEL, It is responsibility of the car drivers to get all the columns for each and every movement filled up and get the entries signed by the User. All trip sheets should be handed over to Transport pool within two days. Instances of Drivers filling up the trip sheets on their own will be viewed seriously and the same will be penalized in line with Clause 5.10.
- 3.4 The following original documents (applicable and valid) need to be submitted during the time of inspection of the AC Cars before commencement of the work.
- a) Registration Certificate(s)
 - b) Driving License(s)
 - c) Comprehensive Insurance(s)
 - d) Pollution Certificate(s)
 - e) Permit
 - f) Road Tax
 - g) Fitness Certificate(s)
- 3.5 If any of the above Certificates get expired during the contract period, the same shall be renewed and copy shall be submitted to Transport Pool authorities in time failing which the bills shall be withheld / Car shall be considered to be under break thereby levying break penalty. All the above documents should be carried in original by the driver, once the contract is awarded in favour of the contractor.
- 3.6 The Contractor shall ensure adherence to all statutory requirements applicable to Bharat Heavy Electricals Limited, Ramachandrapuram, Hyderabad – 502 032.

4.0 GENERAL TERMS & CONDITIONS

- 4.1 Once the contract is awarded, the AC Car shall be brought for inspection along with the original documents (as mentioned in clause 3.4 as above) as per the Date & Time mentioned in the Work Order / Letter issued by transport pool.
- 4.2 The AC Car should be put into operation only after passing the Inspection by BHEL Evaluation Committee.
- 4.3 In case of any change in the contact details of either the Contractor / Driver, the same shall be reported to Transport pool. All the correspondence will be done as per the available contact details only.

- 4.4 The Contractor shall maintain regular contact with the designated employee of BHEL and shall interact on matters relating to the work awarded under this contract.
- 4.5 In case BHEL be held liable for any loss, damage or compensation to third parties arising from or in relation to Transport operations done by the Transport Contractor such loss, damage or compensation shall be paid by Transport Contractor to BHEL together with the costs incurred by BHEL on any legal proceedings pertaining thereto.
- 4.6 The Contractor is directly responsible for injuries / death of occupants or other user arising due to accident or otherwise of AC Car during the contractual period. At any point of time, BHEL will not be responsible for any loss / damage either to the person or to the AC Car arising out of accident of the AC Car for performing contractual obligations.
- 4.7 Any amount recoverable from transport contractor towards the loss / damage will be recovered from the outstanding payments due or from the Security Deposit. In case the amount is insufficient for such recoveries, transport contractor shall make good the balance amount by remitting in the cash office at BHEL. The company reserves the right to enter into Parallel contracts for the same period or any part thereof.
- 4.8 BHEL reserves the right to refuse / cancel the tender at any stage without any reason.
- 4.9 BHEL reserves the right to refuse / engage the Car if the driver or the car engaged does not confirm to any of the regulations of MV Act or TSMV Rules or blacklisted Contractor of BHEL, Hyderabad – 502 032.
- 4.10 The contract may be terminated at any time without paying compensation whatsoever to the transport contractor in case of misbehavior, disobedience, dishonesty, clandestine insolvency, any court order, non-sanction of road permit or any other related activities on their part or their failure to fulfill the terms & conditions of this agreement.
- 4.11 The orders, notices or any correspondence to the transport contractor will be sent by registered post to the address furnished. This is deemed to have been served on the transporter, on date of report of delivery of such correspondence. The Transport Contractor shall carry out the orders without any delay.
- 4.12 Soon after the acceptance of the Order, the Transport Contractor shall enter into an agreement with M/s BHEL, Ramachandrapuram, Hyderabad – 502 032. The agreement shall be entered on Non-judicial Stamp paper of the value of Rs.200/- to be purchased by Transport Contractor at his own cost.
- 4.13 M/s BHEL, Ramachandrapuram, Hyderabad – 502 032 reserves the right to accept any tender or part of tender without assigning any reasons thereof irrespective of the fact whether the accepted tender is lowest or not.
- 4.14 In case the contractor does not carry out the contractual / statutory obligations or the services rendered by him are found to be unsatisfactory, BHEL shall bring the same to his notice and he will be obliged to discharge the obligations and rectify the anomaly within prescribed time failing which, BHEL reserves the right to terminate the contract without assigning any reason whatsoever. In such an event no damages will be payable for short closure of the contract.
- 4.15 The Contractor shall not resort to sub-contracting under any circumstances. If found subcontracting at a later date, BHEL reserves the right to cancel the contract and forfeit the security deposit.

4.16 Whenever the term Contractor is used, it shall be understood to refer to the particular person, firm or corporation with whom an agreement has been made by the concerned company official for executing the work defined in the concerned agreement and for the purpose of instructions regarding compliance with contract conditions. It shall include the contractors authorized agents, who are entrusted with the work by contractor.

ARBITRATION & CONCILIATION

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

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

4.19 Subject as aforesaid, *the* provisions of Arbitration and Conciliation **Act** 1995 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be at BHEL, Hyderabad or at such place as the arbitrators may direct.

4.20 The cost of arbitration shall *be* borne as per the award of the Arbitrator,

4.21 Subject to the arbitration in terms of Clause above, the Courts at Sangareddy, Medak district, Telangana shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.

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

4.23 Nothing contained in the contract agreement and its conditions shall be deemed to preclude or render in-operative the service of any notice, letter or other communication upon the contractor personally.

4.24 Any addition, deletion or changes in the Partnership Deed/ Company MOA should be informed to BHEL.

5.0 PENALTY

5.1 Penalties shall be levied in case of the following defaults:

- Non operation per day – 1.2 times the basic rate per day shall be deducted from proportionate monthly payment.
- For late hours/less hours : 1.2 times the basic rate per hour during any shift
- For not wearing uniform Rs.100/- per day
- For poor upkeep of Car Rs.200/- per day

- For non-operation of AC by driver Rs.500/- per day
- For refusing duty by the driver as per instructions of pool in-charge Rs.1000/- per day.
- For refusing to take a break as per instructions of pool in-charge Rs.1000/- per day.
- For every instance of Driver filling up trip sheet on his own – Rs.500/-

5.2 The Contractor may be penalized and the contract may be liable for termination along with the forfeiture of Security Deposit in case , but not limited to the following:

- Tampering the Trip sheet / meter / bills or any case of fraud
- Involving in group strikes
- Not performing the duties as instructed by the pool authorities
- Continuous unauthorized break for more than 7 days
- Altercations with Transport Authorities
- Misconduct / Mischief / Misbehaviour / Smoking / Drunk /under influence of Drugs on duty.

6.0 **PAYMENT TERMS :**

6.1 Hiring charges shall be paid on monthly basis on submission of necessary invoice/ bills along with related claim supporting documents duly certified by concerned authorities in BHEL.

6.2 The transport contractor shall submit his bills by 5th day of the following month. The trips/trip sheets will be authorized by the user or Transport pool authorities. In case the bills are not submitted by 5th of the following calendar month, these bills cannot be settled in the month in which the bills are received. All payments will be made only in favor of proprietorship Firms/Partnership firms/Limited company and not in favor of any individual.

6.3

Considering the basic rate for month (2500 km & 28 days @10 hrs/day) as 'R', rate for extra hour as 'x', extra/less days as 'y', the billing shall be as mentioned.				
#	Km. run	No of days run	Total amount	Rate per month
1	2500	28	R	Basic rate shall be paid
2	2500-k	28	R	
3	2500+k	28	R	
4	2500	28-y	$R - 2.2*(R/28)*y$	1.2 times the basic rate per day shall be deducted from the proportionate monthly payment.
5	2500-k	28-y	$R - 2.2*(R/28)*y$	
6	2500+k	28-y	$R - 2.2*(R/28)*y$	

y = no. of absence days.

Table for calculation of Extra/Less Hours on daily basis:

Considering the basic operation hours per day as 10 hrs. and number of extra/less hour per day as 'x', rate for extra hour as 'z', the billing shall be as mentioned below.:			
#	Hrs/day	Amount to be paid extra hrs	Rate per month
1	10	0	NIL

2	10-x	$-x*1.2*z$	($1.2*x*z$) amount will be deducted from the total month bill
3	10+x	$x*z$	($x*z$) amount will be added to the total month bill

- 6.4 Tax will be deducted at source from the running bills as per applicable income tax rules and other statutory requirements.

7.0 **EMD & SECURITY DEPOSIT**

- 7.1 An amount of Rs.7,900/- per quoted car shall be paid towards EMD by Demand Draft drawn in the name of "Bharat Heavy Electricals Limited" payable at Hyderabad and shall be enclosed to the Techno commercial bid. No interest will be paid on EMD. **Any Tender without EMD will be rejected.** The EMD is returned to the unsuccessful bidder only after one month from the date of finalization of tender. The EMD and Tender Document cost amount can also be paid through RTGS/NEFT as per the details mentioned below.

BANK ACCOUNT DATA FOR RTGS/NEFT MODE OF PAYMENT

1. Party Code

2. Option : RTGS/NEFT

3. Beneficiary Details:

A) Name of Beneficiary : BHARAT HEAVY ELECTRICALS LIMITED

B) Address : RAMACHANDRAPURAM, HYDERABAD- 502032.

C) Bank Name : STATE BANK OF INDIA

D) BRANCH NAME : BHELTOWNSHIP, HYDERABAD- 502032.

E) Account No. : 62048154115

F) Account type : Current A/c

G) Bank IFSC Code : SBIN0020075

H) Bank MICR Code : 500002370

- 7.2 EMD - Earnest Money Deposit will be forfeited in case of the following:

- After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
- The contractor fails to deposit the required security deposit or commence the work within the period as per LOI/Contract.
- On refusal to enter into a contract after the contract is awarded.
- In case of cheating, committing frauds, providing false information during any stage of tender process.
- If bidder does not participate in Reverse Auction after getting technically qualified and accepted for RA.

- 7.3 EMD furnished by the successful bidder will be adjusted as part of Security Deposit towards contract performance guarantee and shall be refunded within 15 (Fifteen) months of the date of expiry / completion / revocation of the contract. In the event of the agency failing to comply with any provision of the contract, the Security Deposit shall be forfeited by BHEL.
- 7.4 Successful tenderer shall pay a Security Deposit of 5% on contract value on the basis of no. of cars awarded (Details as indicated in clause 7.7).
- 7.5 Security Deposit may be furnished in any one of the following forms:
- i. Local cheques of Scheduled Banks (Subject to Realization)/Pay Order/ Demand Draft/Electronic fund Transfer in favour of BHEL.
 - ii. Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
 - iii. 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).
 - iv. 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).
 - v. EMD of the successful tenderer can be converted and adjusted against the security deposit.
 - vi. The security deposit shall not carry any interest.
 - vii. At least 50% of the required Security Deposit shall be collected before start of the work or shall be recovered from payment of first bill. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.
- (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).
- 7.6 If successful contractor fails to commence the work within the stipulated date as per LOI/workorder/Agreement or could not continue the contract during the tenure of the contract, BHEL reserves the right to engage equivalent contractor from alternative sources at the contractors risk, responsibility and cost. Any extra cost incurred in such engagement from alternative source will be recovered from the security deposit / outstanding bill and if the value of the service under risk purchase exceeds, the amount of security deposit and / or outstanding bill, the same may be recovered if necessary by dual legal process.
- 7.7 As per the policies of BHEL, the amount of Security Deposit shall be as follows:
The total amount of Security Deposit will be 5% of the awarded contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit which can be claimed only after faithful completion of contract period which includes extension if any.

7.8. FORCE Majeure clause

The contractor shall not be considered in default if delay/non-availability of vehicle occurs due to causes beyond their control such as Acts of God, Natural calamities, Fire, Frost, Flood, Civil War, civil commotion, riot, Government Restrictions. Only those causes that have duration of more than seven days shall be considered cause of force majeure. Notification to this effect duly certified by local chamber of commerce/statutory authorities with supporting documents shall be given by the contractor to BHEL by registered letter/courier service immediately without loss of time. In the event of delay due to such causes the delivery schedule shall be extended for a length of time equal to the period of Force Majeure or at the option of BHEL the order may be cancelled. Such cancellation would be without any liability whatsoever on the part of BHEL.

7.9. Sanitisation Charges: Are to be borne by contractor (if any)

8.0 MSME Supplier

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

The format of the certificate is as follows:

Certificate by Chartered Accountant on letter head

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

Further verified from the Books of Accounts that the investment of the company as on date as per MSME Act 2006 is as follows:

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

Rs.Lacs

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

Rs..... Lacs

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

Date:

(Signature)

Name:

Membership number:

Seal of Chartered Accountant

ACTAXIS 2022-23

ANNEXURE – I

UNDER TAKING

(For tenderers not in possession of AC Car(s) at the time of submission of tender documents)

I/We, the undersigned have participated in the tender for Hiring of _____ No./s. AC Cars for a period of one year vide Tender Ref. No. HY/TPT/Taxi_Hire/2022-23, Dated:08-Mar-2022 hosted by Logistics Transport Department, BHEL, Ramachandrapuram, Hyderabad – 502032.

In the above said tender I/we have not submitted the details of _____ No./s AC Car(s) as I / we do not own AC Car(s) of January 2019 or later models (as per clause no. 3, 4 of Technical requirements of contract under SECTION IV of this NIT) at present.

If I / we stand L1 in the tender or if order is received for supplying AC Car(s) for a period of one year, I / we will produce the required number of car(s) with maximum kilometer run not exceeding 75000 Km physically at the time of inspection, for which the date and time will be intimated by transport department along with requisite documents.

I/We will deliver the _____ car/s for inspection on or before 10 (TEN) days from the date of issue of LOI _____ (Date)

Name, Address of the Contactor

Mobile Number:

Landline Number:

ANNEXURE II**RIGHT TO USE AGREEMENT**

I, _____, S/o, D/o, W/o _____, aged _____ years R/o. _____ address _____ (Sup. Code : _____) (hereinafter called as FIRST PARTY) solemnly affirm and declare as follows:

I, am the Owner of Vehicle **Regn. No:** _____ Maker's Classification: _____ **Model :** _____ Chassis No. _____, Description of Vehicle : _____, the Vehicle stands on my name.

_____, S/o _____, aged _____ years R/o. _____ address _____ (Sup. Code: _____) (hereinafter called as SECOND PARTY) has engaged my Vehicle bearing

Regn. No : _____. I hereby declare that _____ has right to use my Vehicle. Hence I will never claim demand or anything from the Second Party regarding the work, Bills Payment of the said Vehicle bearing **Regn. No.** _____ from BHEL, RC Puram, Hyderabad – 502 032.

Signature of First Party

PART-II**(PRICE BID)**

Hiring of AC Car(s) of January 2019 or later models (1100 cc or more engine capacity) of White/Silver/Grey color with minimum seating capacity 4+1(Driver) & boot space of 250 L for 1 (ONE) Year.

Local trips			
Sl. No.	Description	Rate (INR)	
		In Figures	In Words
1	Basic monthly rate for 2500 Kms. per calendar month @10hrs operation per day per AC Car with Driver & including fuel and maintenance for minimum of 28 days in a calendar month.	(In figures)	(In words)
2	Rate per extra hr. beyond 10 hrs of operation per day	(In figures)	(In words)

- 1 Please note that GST, Toll/Parking charges, PVC shall be paid extra. All other taxes & expenses are considered as inclusive in rates. Prices to be quoted accordingly.
- 2 Considering ensuing GST provisions, GST will be paid extra.
- 3 If there is a discrepancy between words and figures, the amount in words shall prevail

Name, Address of the Contactor _____

Mobile/Landline Numbers: _____
