



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

PH: 011-66337438
e-mail: vikrantk@bhel.in

Bharat Heavy Electricals Limited
भारत हेवी इलेक्ट्रिकल्स लिमिटेड



Corporate Administration
कॉर्पोरेट प्रशासन

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

Open Tender enquiry

For

Hiring of Electric Vehicles Taxi on Monthly Basis; 2400 km x 300 hours.

NIT No.- AA: GAX: 21: CR: 301; Date: 14-03-2022

Last Date for Submission: Date: 24-03-2022 UPTO 15:00 Hrs.



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Notice Inviting Tender

NIT No: AA: GAX: 21: CR: 301, Dated: 14-03-2022

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

Sl. No.	Name of work	Contract period	Last date and time of submission of tender	Date and time of opening of Tender	Tender submission venue
1.	Hiring of Electric Vehicles Taxi on Monthly Basis	2 Years	24-03-2022 Up to 15:00 Hrs.	24-03-2022 at 15:30 Hrs.	Tender Box at Ground Floor Rear Block Entrance Lobby, BHEL House, Siri Fort, New Delhi-110049

- For detail, refer tender documents.
- Tender documents can be downloaded from BHEL web site (www.bhel.com) or from CPP portal (<http://eprocure.gov.in>). All subsequent corrigendum/amendment shall be published only on website and not in press. Hence, bidders are advised to always be in touch with our said website until the tender is finally opened.
- Late Tender is liable for rejection.
- BHEL reserves the right to accept or reject the bid or cancel or withdraw the invitation of tender without assigning any reason whatsoever and in such case no bidder / intending bidder shall have any claim arising out of such action by BHEL.
- For Penalty refer tender documents.
- In case of any clarification the bidder can contact undersigned on Telephone No.-011-66337438 or at e-mail: vikrantk@bhel.in.


 Manager/HR-GAX & ISMG



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TABLE OF CONTENTS/ INDEX

Chapter/Annexures	Contents	Page No.
	NOTICE INVITING TENDER	1-2
	TABLE OF CONTENTS	3
	GENERAL CONDITIONS OF CONTRACT (GCC)	4-18
Chapter-I	GENERAL INSTRUCTIONS TO TENDERER	5-9
Chapter-II	GENERAL CONDITIONS	10-18
	SPECIAL CONDITIONS OF CONTRACT (SCC)	19-42
Annexure-A	PQR	20-21
Annexure-B	TECHNICAL TERMS & CONDITIONS / SPECIFICATIONS	22-28
Annexure-C	COMMERCIAL TERMS & CONDITIONS	29-33
Annexure-D	COMPOSITION OF BIDS	34
Annexure-E	DETAILS OF BUSINESS	35
Annexure-F	VEHICLE DUTY SLIP	36
Annexure-G	ACCEPTANCE LETTER/DEVIATION CERTIFICATE	37
Annexure-H	DECLARATION CERTIFICATE	38
Annexure-I	NEFT FORMAT	39
Annexure-J	PRICE BID FORMAT	40
Annexure-K	LOG SHEET	41
Annexure-L	EXPERIENCE CERTIFICATE	42
Annexure-M	CHECK-LIST	43





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General Conditions of Contract (GCC)

CHAPTER-1

General Instructions to Tenderer

CHAPTER-2

General Terms and Conditions



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CHAPTER -1

1. GENERAL INSTRUCTION TO TENDERER

1.1. DISPATCH INSTRUCTION

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

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requirements and instructions of the tender enquiry may result in the rejection of the bid.

1.1.7. All entries in the tender documents should be in one ink. Bid should be free from correction, overwriting, using corrective fluid etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection.

1.1.8. No clause of the tender document should be altered /amended /edited etc. by the bidder under any circumstances.

1.2. SUBMISSION OF BID

1.2.1. Bidder must submit their bid as per instructions in the NIT i.e. bid shall be strictly in accordance with the tender specifications.

1.2.2. Bid submitted by post shall be sent by 'REGISTERED POST / COURIER' and shall be posted with due allowance for any postal/courier delays. BHEL takes no responsibility for delay, loss or non-receipt of bid sent by post/courier. The bids received after the specified time of their submission are treated as 'Late Bid' and shall not be considered under any circumstances.

1.2.3 The Bidder shall bear all costs associated with the preparation and submission of the Bid including but not limited to Bank charges all courier charges including taxes & duties etc. incurred thereof. Further, BHEL will in no case, be responsible or liable for these costs, regardless of the outcome of the bidding process.

1.3. TENDER OPENING:

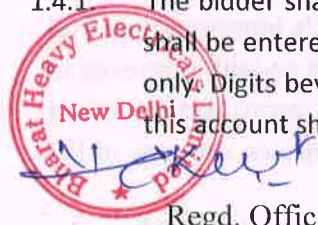
1.3.1. Tender shall be opened at BHEL House, Siri Fort, New Delhi on appointed date & time (or the extended date/ time, if any) by representatives of Contracting dept. and Finance dept. in the presence of representatives of bidder who would like to be present. The last day of submission (or the extended date of submission) and the opening date of Part-I (Techno-Commercial bid) shall be same.

1.3.2. Carrying/ use of mobile phone/ camera and any such recording device by vendors' representatives in the Tender Opening Room is prohibited.

1.3.3. **Bidding Process:** BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.

1.4. LANGUAGE

1.4.1 The bidder shall quote the "Rate" in English language and international numerals ONLY. The "Rate" shall be entered in figures as well as in words. "Rate" shall be considered up to TWO decimal points only. Digits beyond TWO decimal points will be ignored and not rounded off. No representations on this account shall be entertained.





- 1.4.2. All correspondence and documents relating to the bid exchanged by the Bidder and BHEL shall be written in the English language. Any printed literature/certificate/any other document furnished by the Bidder may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purpose of interpretation of the Bid the English translation shall prevail.
- 1.4.3. Currencies for this tender & Payment: Indian Rupees (₹) only.
- 1.4.4. Singular & Plural: Words importing the singular number shall also include the plural and vice versa, where the context requires.
- 1.4.5. Headings and Marginal Headings: The headings and marginal headings in NIT are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or to be taken into consideration in the interpretation or construction thereof or the contract.
- 1.5. **PRICE DISCREPANCY / CORRECTION OF ARITHMETIC ERRORS:** Provided that the bid is substantially responsive, BHEL shall correct arithmetical errors on the following basis:
- 1.5.1. If, in the price structure quoted for the required goods / services / works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- 1.5.2. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- 1.5.3. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of 1.5.1 and 1.5.2 above.
- 1.5.4. If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser i.e. BHEL, the bid is liable to be ignored.
- 1.6. **TENDER EVALUATION / EVALUATION OF BIDS:**
- 1.6.1. Tender evaluation shall be carried out on the basis of documents required and commercial terms & conditions specified in the tender documents.
- 1.6.2. If the "Rate" is not filled up in the Price-bid and is not as per the requirements of the Bidding Documents, the same shall be omitted from evaluation.
- 1.7. **VALIDITY OF OFFER & CONTRACT:**
- 1.7.1. Offers shall remain valid for 120 days' period from the due date of submission of bid (including extension, if any). In case BHEL calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the bidder(s). In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', BHEL may request the

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Bidders to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by email. A Bidder may refuse the request without forfeiture of his EMD.

- 1.7.2 The contract will be valid for a period of two (02) years. The same may however be extended further for a period of three months/ part thereof with mutual agreement, in writing, on the same Rates, Terms and Conditions.

1.8. REJECTION OF BID

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

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

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

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

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

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

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

1.9. MSE & Start-UP.

a) PROVISIONS FOR MICRO AND SMALL ENTERPRISES (MSEs)

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



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b) PROVISIONS FOR START-UP

Norms for Start-ups in Public Procurement shall be relaxed in line with OM No. F.20-2/2014-PPD (pt.) dated 27th July'2017 and OM No. F.20/2/2014-PPD (pt.) dated 20.09.2016 issued by Ministry of Finance, Department of Expenditure along with DIPP D.O. No. 12(11)/2017-SI dated 22.06.2017, & DHI's letter no. 10(2)/2015-PE-XII dated 29.09.2020.

c) Traders are excluded from the preview of Public Procurement Policy.



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CHAPTER-2

2.1 POWER OF ATTORNEY:

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

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

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

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

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

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

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

2.3

The Bidder(s) along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any



fraud or suspected fraud as soon as it comes to their notice.

- 2.4 RISK & COST:** This clause, in line with other Conditions of Contract will be invoked in any of the following cases. In any of the following cases, the Contractor shall pay the complete / excess cost to be incurred for the completion of the Contract.
- 2.4.1 Contractor/ supplier's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor/ supplier including unexecuted portion of work/ supply does not appear to be executable within balance available period (#) considering its performance of execution
- 2.4.2 Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.
- 2.4.3 Non-completion of work/ Non-supply by the Contractor/ supplier within scheduled completion/delivery period as per Contract or as extended from time to time, for the reasons attributable to the contractor/ supplier.
- 2.4.4 Termination of Contract on account of any other reason (s) attributable to Contractor/ Supplier. If at any time the service provider defaults in proceeding with the work with due diligence and continues to do so or commit any default in complying any of the tender terms and conditions even after the notice in writing is given, BHEL may, without prejudice to any other right to remedy which shall have accrued or shall accrue thereafter to BHEL, to terminate the contract by giving 15 days' notice in writing. The notice will be deemed to have been served as and when sent to the address given in the tender.
- 2.4.5 Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
- 2.4.6 Non-compliance to any contractual condition or any other default attributable to Contractor/ Supplier.

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

Risk and Cost against Balance Work:

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

Where,

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

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

H= Overhead Factor to be taken as 5

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

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



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

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



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h.	In case of non-compliance of any statutory obligations (as stated in this tender document) by the Contractor during the execution of Contract, may results into termination of Contract. In addition to the above, the Contractor shall also be liable for the penalties provided under the respective statute.
i.	In case of repeated violation of any of the terms of the agreement despite giving warnings on different occasions.
j.	If the Contractor fails to deliver any or all of the services within the time period(s) specified in the Contract, or any extension thereof granted by BHEL;
k.	If Contractor fails to perform any other obligation under the Contract;

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

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

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

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



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SETTLEMENT OF DISPUTES:

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

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

2.15 ARBITRATION:

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

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

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

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

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

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

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

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred to by either party for arbitration to the sole arbitrator in the department of public enterprises to be nominated by the secretary to the Government of India in-charge of the Department of Public Enterprises. Arbitration and Conciliation Act 1996 shall not be applicable to arbitration under this clause. The award of the



arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law secretary, Deptt. Of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties hereto finally and conclusively. The parties in the dispute will bear equally the cost of arbitration as intimated by the arbitrator

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

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

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

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

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



Conciliation Scheme as applicable from time to time.

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



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the bidding document. Failure to furnish all information required by the bidding document or submission of a bid not responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid.

2.29 BANK GUARANTEE

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

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

2.30 OTHER ISSUES

2.30.1 Value of Non judicial Stamp Paper for Bank Guarantees and for Contract Agreement shall be not less than Rs 100/- unless otherwise required under relevant statutes.

2.30.2 Letter of Intent (LOI) shall be placed to the successful contractor before Contract Agreement. The Security Deposit amount shall be specified in the LOI, which has to be deposited to BHEL by the successful contractor before Contract Agreement.

2.30.3 In case of any conflict between the General Conditions of Contract and Special Conditions of Contract, provisions contained in the Special Conditions of Contract shall prevail.

2.30.4 Unless otherwise specified in NIT, offers from consortium / JVs shall not be considered.



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- 2.30.5 E- invoicing shall be applicable as per direction/norms of government.
- 2.30.6 This contract will be valid initially for two years from the date mentioned in the award of work. However, BHEL reserves the right to terminate the contract at any time in-between by giving one month's written notice to the contractor without assigning any reason, for which the supplier will not have any claim whatsoever.





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Special Conditions of Contract (SCC)

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



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Annexure-A

3. PRE QUALIFYING REQUIREMENTS (PQR)

3.1. The bidder should have PAN (Permanent Account number) and GST Registration No.

3.2. Participant Eligibility Criteria.

3.2.1 The bidder's average annual financial turnover during the last three financial years ending 31st March '21 should be at least ₹ 3.32 lakhs

3.2.2 The experience of having successfully completed or currently executing similar Job/ services during last 7 years ending on 28-02-2022 should be either of the following: -

a) The bidder should have executed (or billed in case of currently executing order) three similar jobs / services with value not less than ₹ 8.86 lakhs each.

Or

b) The bidder should have executed (or billed in case of currently executing order) two similar jobs / services with average annual value not less than ₹ 11.07 lakhs each.

Or

c) The bidder should have executed (or billed in case of currently executing order) one similar job / service with average annual value not less than ₹ 17.71 lakhs.

3.3. Vehicle Model: The e-vehicle to be supplied against this contract shall be of make 2019 or later. The bidder shall provide an undertaking to this effect on company's letterhead.

Please note:

- The bidder must have an experience of similar service for at least one year in last 7 years ending on 28-02-2022.
- Since the work of supplying Electric Vehicle is new in the market, experience of Similar Services i.e. Supplying Taxi (DLY/Monthly) shall be considered.
- Exemption to verified MSE w.r.t year of experience and turnover.
- Exemption to verified startups w.r.t year of experience and turnover.

4. DOCUMENTS REQUIRED IN SUPPORT OF PRE-QUALIFYING REQUIREMENT:

4.1. Copy of PAN card and GST Registration Certificate shall be submitted by the bidder.

4.2. Certified copy of Audited profits & loss account statements of last three financial years i.e. FY 2018-19, 2019-20 & 2020-21. A CA certificate duly signed and stamped indicating the total turnover of the bidder for indicated period above i.e. FY 2018-19, 2019-20 & 2020-21 shall also be acceptable.

4.3. To establish the required experience, the bidder shall submit Work orders/Contract Agreement & supporting work experience certificates from their clients as proof against sl. no.3.2.2 of PQR. It is important to highlight that to establish completion of work & value of work, the bidder shall submit both W.O & completion certificate of their experience. In case, the bidder has any running contract



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which meets the criteria of clause 3.2.2 of PQR, the bidder shall provide a letter from their respective client citing the experience & value of the work till 28 February 2022.

4.4. In case the bidder is seeking exemption as verified MSE, the bidder shall produce a valid MSE certificate issued by the competent authority which should be valid on the last date of bid submission including bid extension (if any).

4.5. In case the bidder is seeking exemption as verified Start-up, the bidder shall produce a valid Startup certificate issued by the competent authority which should be valid on the last date of bid submission including bid extension (if any).

4.6. The bidder shall submit an undertaking on their company's letterhead that e-vehicle to be supplied against this contract will be of make 2019 or later.

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



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Annexure-B

Technical Terms & Conditions / Specifications

1. SCOPE OF WORK

- a. BHEL requires two (02) nos electric taxi with driver on monthly rental basis for its office in Delhi/NCR. The Service Provider shall a total of 02 nos battery operated long range electric vehicle along with associated accessories to BHEL on a monthly rental basis. The taxis offered shall be air-conditioned (AC) & registered in January 2019 or later.

Expected Running: 2400 km x 300 hours

The required vehicle is expected to be running a total of 2400 Km in a month & in case any extra running occurs, shall be paid separately (other than rentals). Similarly, the expected running hours shall be 300 Hours in a month & in case any extra running occurs, shall be paid separately (other than rentals). No daily calculation of km/hour shall be done. Please note, the service provider shall ensure daily availability of vehicle on indicated time & place, irrespective of usage.

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

The business volume i.e contract value may increase or decrease ($\pm 30\%$) depending upon BHEL's actual requirements.

All the cost associated with AMC, Insurance and day to day running/maintenance/statutory obligations shall be borne by service provider & BHEL shall borne any of these costs. BHEL shall be paying rental & extra running charges. The upkeep and security of vehicle is the responsibility of the service provider.

- b. The service provider shall provide drivers with at least 03 years' experience, adequate knowledge of reading, writing and spoken English / Hindi and in proper uniform having knowledge of different routes as well as minor repair of cars and holding valid driving licence. The drivers deputed for duty should be polite and must possess positive attitude in discharging their duty. The reporting time, place, address etc. should be strictly followed by Service Provider. The Service Provider must also provide a mobile phone to the driver of the vehicle sent for duty.
- c. UNIFORM: Drivers should be neatly dressed with proper uniform and shoes.
- d. CONDUCT: The Drivers should be polite and well behaved. Chewing of tobacco, smoking and drinking while on duty will not be tolerated and shall be treated as misconduct.
- e. The vehicle provided by the Service Provider must be in excellent condition, should be neat and clean with towel covers, car perfumes etc. and must have proper and complete documents. The vehicles should comply strictly with statutory regulations issued by State Transport Authorities/ Central Govt. etc. BHEL shall in no way be responsible for any liability arising due to non-compliance of statutory requirements/ regulations w.r.t. the vehicle as well as the driver.
- f. In case of non-availability of requisitioned car, it will be the responsibility of the service provider to provide newer cars i.e. **model of car shall not be older than January, 2019** at the same rates (requisite segment).



- g. The service provider shall maintain the log-sheets/ duty-slips as per the prescribed proforma enclosed. The log-sheets/ duty-slips should be signed by the driver from the user at the end of each journey which would indicate the details such as opening and the closing meter reading, point of starting/ ending the journey, places visited, date and time of release of vehicle by the user.
- h. BHEL shall not permit/ allow any change in the vehicles hired on rate contract basis except due to breakdown or repair/ servicing of the vehicle. Similarly, change in the driver for whatever reasons will not be acceptable. However, in case the service provider is constrained to replace either the vehicle or driver, prior permission for the same may be obtained from the user of the vehicle.
- i. In case of breakdown/ servicing/ repair, the Service Provider shall provide alternate vehicle of same or higher segment within the stipulated hours mentioned in penalty clause, failing which the vehicle shall be hired from other sources at the risk and cost of the service provider.
- j. BHEL reserves the right to inspect the vehicle prior to confirming the booking and fuel variant of vehicle.
- k. For the journeys starting from and ending at BHEL House, Siri Fort, New Delhi, the actual payment shall be made only for the journey traveled from & ending at BHEL House, Siri Fort, New Delhi.

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

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

- l. Details of payment on account of extra hours & extra usage charges are given in the price bid format (Annexure-J).
- m. BHEL reserves the right to verify the correctness of any of the document like service tax /GST registration no., vehicle registration certificate, etc. submitted by the bidder and also the fleet.
- n. Condition of taxies while on BHEL duty:
- The vehicle as required should be in perfect working condition, duly registered and insured, having requisite permit and taxes paid up to date. taxies must comply with statutory regulations issued by central/state Government and pollution Act.
 - The vehicle(s) with registration January 2019 onwards shall only be accepted. The vehicles shall be kept clean and immaculate (from inside and outside) and as scratch free as possible.
 - The interior of the cabin must have appropriate appearance like foot matting, good quality upholstery incl. Towels to provide comfort. Vehicle should have an operational music system fitted in.
 - 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.
 - Battery, tyres, brakes, head-light beam adjustment, indicator and other lights, starter, wiper, window shutter should be in first class and smooth working condition. Retreaded tyres will not be acceptable.

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vi. The Driver must be in neat & clean white uniform with black shoes and white cap and must possess a mobile phone with roaming facilities in working condition.

- o. **VEHICLE DOCUMENTS/ ROAD PERMITS:** The vehicle(s) should be fit in all respect for operations in accordance with Motor Vehicle Act, Rules and existing laws as applicable from time to time and must be equipped with valid documents, i.e. registration certificate, insurance certificate, fitness certificate, necessary permit and with taxes/ fees paid up to date during contract period. The bidder must provide copy of the above documents duly attested by Notary Public before vehicle is offered for inspection.

2. OPERATIONAL REQUIREMENTS

- a. Normally the taxis will be required to be used within the NCR limits of Delhi. Vehicle must have requisite permit for use of vehicle within NCR limit of Delhi. Vehicles not having requisite permit shall not be accepted for duty and action shall be taken as per Penalty Clause. The service provider shall not deny any duty assigned within NCR limits of Delhi or outside Delhi-NCR as and when required'. The denial shall attract penalty as applicable as per penalty clause.
- b. Service Provider shall be responsible to contact the dealing officer of BHEL daily either on telephone/ internet /electronically or by deputing his representative to obtain/ collect instructions for daily deployment of vehicle, daily reports, change of vehicle/ drivers etc. Hence, the service provider shall identify and intimate the name of one of his managers, who should be *computer literate*, to interact with BHEL. The service provider should also own computer and internet facilities for the purpose.
- c. Condition of the vehicle(s) should be as specified here above, failing which the vehicle may not be accepted on duty.
- d. In case of daily basis requirement, if the vehicles owned by the service provider are not available, the service provider may provide vehicles owned by others which will conform to the BHEL specifications or higher specification at the same rates and as per terms and conditions of the contract. In case, the service provider is unable to provide the services, BHEL will have the right to hire such vehicles from other sources at the risk and cost of the service provider.
- e. **Charging Cost:** All the cost associated with Charging of the vehicle shall be borne by the service provider.
- f. Punctuality is an essential and important condition of the contract, failing which penalty as per penalty clause shall be imposed.
- g. In case any vehicle is withdrawn from duty by service provider or if service provider fails to provide vehicle in an acceptable condition, penalty as per penalty clause shall be imposed which shall be recovered from the bills of the service provider without any notice.
- h. In case, a vehicle is absent from duty for continuously 07 days, then the same will be deemed to be a lapse of service on the part of the service provider and the same shall be hired from any other source(s).
- i. Disappearance of vehicle or driver from the site while on duty causing undue delay to an officer/ user may attract penalty as per penalty clause.

Service provider shall ensure that odometer, gauges, and other instruments used while driving of vehicle are in perfect working condition. In case of any defect detected/ pointed out by BHEL authority/ user, the



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service provider shall make all necessary repairs/ replacements promptly at his cost. The vehicle(s) having defective odometer shall not be put to use by BHEL and shall be treated as non-deployment of vehicle by the service provider and is liable to attract penalty as per penalty clause. In case, the same is put to use for unavoidable circumstances, decision of transport coordinator on km run shall be final and binding.

- k. As timely availability of service is the essence of contract, responsive contact/ communication with transporter is a must for timely input to internal / external customer. Hence following must be ensured by the vendor:
- i) Transporter should provide a landline and a mobile no. on which he or his representative can be contacted anytime (24hrs × 7days).
 - ii) Prompt SMS service for intimation of driver & vehicle details to both the customer and administration, within one hour of intimation of vehicle requirement to vendor by respective travel desk.

3. INSURANCE:

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

- a) Workmen's Compensation Insurance
- b) Vehicle Insurance
- c) General Liability Insurance

The above is only an illustrative list of insurance covers normally required and it will be the sole responsibility of Service Provider to maintain all necessary insurance coverage to the extent both in time and amount to take care of all his liabilities either direct or indirect in pursuance to the contract. A copy of cover note of policy shall be produced at the time of inspection of vehicle.

3.2 BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life / permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below.

- a) Victim: Any person who suffers permanent disablement or dies in an accident as defined below.
- b) Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/ operation and works incidental thereto at BHEL factories/ offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works / during working at BHEL Units/ Offices/ townships and premises/ Project Sites.
- c) **Compensation in respect of each of the victims:**

- (i) In the event of **death or permanent disability resulting from Loss of both limbs: ₹10,00,000/- (Rupees Ten Lakhs).**
- (ii) In the event of **other permanent disability: ₹7,00,000/- (Rupees Seven Lakhs).**





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- d) Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to Section 2 (I) of the Employee's Compensation Act, 1923."

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

4. LABOUR REGULATIONS/ REGISTRATION AND DOCUMENTS:

- 4.1 All employees/ personnel deployed by the service provider shall be the employees of the service provider. BHEL will not have any liability to absorb them at any point of time nor can they claim any right for employment in BHEL. The Service Providers shall be responsible for any/ all disputes arising between him and his personnel and keep BHEL indemnified by all losses, damages and claims arising thereof.
- 4.2 Service Provider shall abide by and follow the State and Central Government Labour Laws/ Legislation, rules and regulations, statutory notifications, local self-Government/ Municipal requirements and shall solely be responsible for any breach thereof.
- 4.3 Service Provider shall be solely responsible for payment of wages / salaries and allowances to his personnel that might become applicable under any act or order of Govt. from time to time during the validity of the contract. BHEL shall have no liability whatsoever on this account (i.e. Statutory compliance with regard to vehicle and also the driver deployed including the wages, allowances, and extra hours' charges etc. of the driver deployed).

5. ACCIDENTS/ DAMAGES/ CLAIMS LIABILITIES:

- 5.1 In event of any accident or damages while vehicle(s) is on BHEL's duty, BHEL shall be completely free from any liability of any nature connected with the accident/ damage(s). The service provider himself will be fully and exclusively responsible for any damage to vehicle(s) or any personal injury to driver or any other person in employment of the service provider, occupants of vehicle(s) or any person(s) or damage to any property or person. This includes any third-party claims. However, if damage or loss is incurred to BHEL and/ or its employees, as a result of any accident or any other reason involving failure of vehicle(s)/ driver, sustain any damage, the service provider shall reimburse on demand and without any demur the compensation/ damages to BHEL and/ or BHEL employee(s).
- 5.2 BHEL shall not be responsible for any claim/ compensation that arises due to damages/ injuries/ pilferage to the service provider's vehicle(s)/ property, under any circumstances while the vehicle(s) is engaged for BHEL's duty.
- 5.3 The service provider may safeguard his interest through insurance at his own cost. However, BHEL's claim cannot be linked with payment by any such insurance(s) and the service provider shall directly be liable to pay BHEL's claim. BHEL's claim can also not be linked with the outcome of the verdict of any tribunal or judicial authority, where the case might be pending.



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6. REQUISITIONS BY LAW AND ORDER AUTHORITIES:

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

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

7. LOG BOOK MAINTENANCE

- 7.1 BHEL will provide separate log-book at commencement of services and in the first working day of every month. It is a financial document to be preserved by the service provider and its loss may lead to non-payment for the service provided.
- 7.2 These shall be duly filled up and signed by the authorized user of BHEL. All the bills will be verified on basis of the details filled up in log sheet of the vehicle. If names and designation of user officer and details of km are not clearly mentioned, payment for such journeys may not be considered. Any unauthenticated entry/ cutting/ overwriting shall lead to non-payment for the service provided.

8. INSPECTION OF VEHICLES

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

9. SUBSTITUTE VEHICLES:



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



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Annexure-C

Commercial Terms & Conditions

1. TERMS OF PAYMENTS

- 1.1. In case of award of the work, the payment, excluding GST & notional interest thereon subject to other terms & conditions (Taxes & Duties), will generally be made on a monthly basis within 30 days after receipt of the computerized bill in duplicate and verification by actual user and certification by Officer-In-Charge for satisfactory completion of the work. No advance money will be paid under any circumstances. Also, no interest shall be paid due to delay in making the payment.
- 1.2. The bills in duplicate along with duty slips duly signed by the user of the vehicle or his representative should be sent to BHEL for payment. It should be ensured that there is no overwriting in the duty slip. Duty slip without signature of the user at the specified places shall not be accepted for payment.
- 1.3. The maintenance cost, charging cost of vehicle, road tax, challans, salary of the driver, the overtime of driver etc. are the responsibility of the Service Provider and will be borne by the Service Provider.
- 1.4. **It is important to note that all the cost associated with Charging of the vehicle shall be borne by the service provider.**
- 1.5. Any charges borne by the vendor with respect to toll charges, parking fee or entry taxes shall be reimbursed on actual basis upon submission of proof of payment.

2. TAXES & DUTIES

- 2.1. Price shall be all inclusive, except GST. The amount towards GST shall be indicated separately as specified in the price format.
- 2.2. To enable BHEL to avail GST input tax credit, vendor shall submit GST compliant invoice containing all the particulars as stipulated under Invoice Rules of GST Rules, 2017 as applicable. Such invoice shall be submitted within prescribed time limit in the name of BHEL, Corporate Office, BHEL House, Siri Fort, New Delhi. Vendor to ensure the details of such invoice is furnished by him in his GSTR-1 return and the same is appearing in GSTR-2B of BHEL.
- 2.3. Vendor to submit the copy of GST return along with the bill, so that timely input tax credit can be availed by BHEL.
- 2.4. Digital tax invoice shall be preferred.
- 2.5. To protect BHEL's interest for GST input tax credit, GST portion amount shall be withheld and the same shall be released only after confirmation from GST website/portal that such invoice has been declared in



GSTR-1 return filed by vendor within the stipulated time for the relevant period and tax amount thereon has been paid by vendor to Govt. within the stipulated time for the relevant period as per GST Law.

- 2.6. BHEL reserves the right to protect its interest against any loss on account of availability of GST credit. In case of any loss to BHEL on account of non-compliance by vendor, the same shall be to vendor's account. BHEL has a right to take necessary steps to protect its interest at the time of release of payment.
 - 2.7. GSTIN of BHEL will be provided to the vendor along with the work order.
 - 2.8. Any statutory changes as and when made applicable by the Government shall become applicable against documentary evidence.
 - 2.9. While making the payment, statutory deductions as applicable, shall be made by BHEL. Payment to the vendor will be subjected to TDS as per rules in force from time to time. The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act & GST, as amended from time to time and a certificate to this effect shall be provided to the vendor by BHEL.
 - 2.10. Applicable GST shall also be recoverable from the vendor in case of LD recovery/penalty on account of breach of terms of contract.
 - 2.11. Invoice submitted should be in the format as specified under GST Laws viz. all details as mentioned in Invoice Rules like GSTIN registration number, invoice number, quantity, rate, value, taxes with nomenclature – CGST, SGST, IGST mentioned separately, HSN (Harmonized System of Nomenclature) Code/ SAC (Services Accounting Code) etc.
 - 2.12. The contractor has to give an undertaking that GST as mentioned in the invoice has been/will be paid and also file return as per respective extant rule.
3. All the payment shall be made against submission of bills and verification by BHEL.
 4. BHEL reserves the right to reject any or all quotations without assigning any reason(s), whatsoever. Quotation of the parties which have been black-listed/ debarred/ banned by PSUs/ kept on hold by any office of Delhi-based divisions of BHEL during the last three years will be rejected. Incomplete bids, in any term, are liable to be rejected.

5. TAX DEDUCTION AT SOURCE:

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

6. EVALUATION CRITERIA

a) Bidder shall quote their prices in the prescribed format only i.e. Price Bid (Annexure-J) enclosed for items given therein. Price quoted in any other format shall not be considered for evaluation.

b) Evaluation shall be done on the basis of "Total cost (Rs.) including GST" based on rates quoted by bidder. Calculation of "Total cost (Rs.) including GST" will be done by BHEL.



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c) In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders. In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss / draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s). Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.

d) DISCREPANCIES & ADJUSTMENT OF ERRORS:

Price to be given in words as well as in figures without any correction / overwriting. Care should be taken to ensure that the amount in words and figures match with each other. In case of any mismatch between the prices quoted in figures and words, higher of the two will be considered for evaluation and lower of the two will be considered for placement of the order and no objection would be entertained by BHEL in this regard. Similarly, if there is an error in calculation, the calculation shall be corrected by BHEL. In such a case (i.e. in case of calculation error in the amount quoted by the bidder and corrected by BHEL), higher of the two will be considered for evaluation and lower will be considered for placement of the order and no objection would be entertained by BHEL in this regard.

7. PENALTY CLAUSE: Penalties will be levied on the service provider, for the violation of service level agreement of the contract as mentioned below:

7.1 In an event of any of the following action given below, there shall be a penalty of ₹ 500 for each of such action per day.

- i. Misconduct – Chewing of tobacco, smoking, consumption of narcotic substances and alcoholic beverages, misbehaviour of the driver during duty.
- ii. Shabby/ dirty/ smelly condition of the vehicles (interior or exterior)
- iii. Non-functioning air conditioner (AC)
- iv. Non-availability of car perfume & towels on seat.

7.2 The deployed vehicle must be registered in the name of service provider. In case of emergency only, the vehicle not registered in name of service provider shall be accepted only for maximum of 3 days. If after 3 days, the service provider fails to provide the vehicle in their name, then penalty shall be imposed as per sl. no. 7.6.

7.3 In case, vehicle leaves the duty earlier than the stipulated duty hour on its own volition, then penalty as per following shall be applicable.

- a) First Instance of violation – penalty of Rs 500
- b) Second Instance of violation - Rs 1000
- c) Third and subsequent Instance of violation - Rs 2000 per violation

In case of more than 5 such violations in a month, the contract will be terminated.

7.4 In case, vehicle is accepted on duty due to operational requirements, at the discretion of BHEL, though, it may not meet the requirements as per given specification, penalty of ₹ 500 per vehicle per day shall be imposed.

- 7.5 In case, driver is not in proper uniform or not carrying working mobile phone with roaming facilities or the vehicle is not meeting the specified requirement, the vehicle may not be accepted for duty and in case of acceptance in emergency situation, a penalty of ₹ 500 for each occasion shall be levied on the service provider.
- 7.6 If BHEL hires the vehicle from other source(s) due to any reason as mentioned under penalty clause, then additional financial implications on such hiring will be recovered from the service provider from the running bills in addition to applicable penalty.
- 7.7 The deployed vehicle must keep a sanitizer spray in the vehicle. Driver shall sanitize the vehicle with the sanitizer spray before the ride. In case, sanitizer is not found in the vehicle and complaint is received from user, a penalty of ₹ 200/- shall be imposed per incident.
- 7.8 The driver of deployed vehicle must follow the proper Covid guidelines issued by govt. from time to time e.g. wear the mask, social distance etc. and in case the driver found violating of any the proper Covid guidelines, the vehicle shall be returned and a penalty of ₹ 500/- per vehicle shall be imposed per day basis. The service provider shall also arrange the alternate vehicle/driver as the case may be within 1 Hr from the returning of vehicle for that particular day. In case of delay in reporting of vehicle/driver in such case, the additional penalty as per clause 7.14 below shall be applicable.
- 7.9 The change in driver without prior intimation to the BHEL shall be treated as violation and it will attract a penalty of Rs 500 for each instance.
- 7.10 All mandatory certifications required for operation of e-vehicle should be obtained timely and remain valid. If any, Non-compliance shall result in termination of the contract.
- 7.11 The required service km per day shall not be less than 100 kms. The service provider shall maintain daily service hours/km requirement. If any, Non-compliance shall attract penalty as per following.
 - a) First Instance of violation – penalty of Rs 500
 - b) Second Instance of violation - Rs 1000
 - c) Third and subsequent Instance of violation - Rs 2000 per violation

In case of more than 5 such violations in a month, the contract will be terminated.

(The calculation of distance shall be Garage to Garage, limited to 8 KM from BHEL House.)

- 7.12 The vehicle shall be maintained as per schedule indicated by OEM & non-maintenance of the same shall be treated as violation and it will attract penalty of ₹ 1000 per day up to 10 days after which the contract will be terminated. During the scheduled maintenance period, the contractor shall deploy the alternate similar e-vehicle. Contractor shall intimate BHEL in advance for such scheduled maintenance of the vehicle

- 7.13 The contractor shall ensure prompt reporting of driver & backup e-vehicle in case of any unseen fault. There shall not be delay in reporting of driver/backup e-vehicle anytime and



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anything over & above 30 minutes up to 1 Hr of breakdown or delay in reporting shall be treated as violation and it will attract penalty as per following:

- a) First Instance of violation – penalty of Rs 500
- b) Second Instance of violation - Rs 1000
- c) Third and subsequent Instance of violation - Rs 2000 per violation

In case of more than 5 such violations in a month, the contract will be terminated.

7.14 In case, delay in reporting of driver or back-up of e-vehicle is above 1-hour, this shall be treated as violation and it will attract penalty of ₹ 2500 per instance and after the first 5 instances of any case may be in a month, it shall result into termination of the contract.

7.15 If, any fraud including attempt to forge the logbook or any other service related to documentations/certification, penalty of ₹ 2500/- per violation shall be imposed on the service provider of the vehicle.

7.16 The total penalty shall not exceed 10% of the contract value. On exceeding the value of 10%, BHEL may terminate the contract.



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Annexure-D

COMPOSITION OF BIDS

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

Bids shall be dropped in Tender Box located near to security office at Reception, BHEL House, Siri Fort, New Delhi-110049 latest by 15:00 hrs on or before the due date, in two parts as given below.

a. Part-I (Techno-Commercial Bids)

The Part-I bid shall contain all details and documents required in the tender document except price bid.

b. Part-II (Price Bid)

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

c. Process of Submission:

- i. The bidder shall put all the document of Technical Bid in an envelope and the envelope should clearly be superscripted as "Technical Bid" along with the tender reference number & name of the bidder.
- ii. The Price Bid of the tender shall be put in another sealed envelope & the envelope should clearly be superscripted as "Price Bid" along with the tender reference number & name of the bidder.
- iii. Both the aforesaid envelopes with technical bid & price bid shall be put into a bigger sealed envelope & the envelope should clearly be superscripted as "Tender Description" along with the tender reference number & name of the bidder.

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



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Annexure-E

DETAILS OF BUSINESS

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

Signature
With name, Designation & seal of the firm





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Annexure-F

Vehicle Duty Slip

To be invariably filled by the operator:

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

To be invariably filled by the user

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

Remarks/Feedback of the user wrt vehicle and driver

Signature of User _____

Note:

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





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Annexure-G

ACCEPTANCE LETTER / DEVIATION CERTIFICATE

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

Or

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

- 1.
- 2.
- 3.
- 4.

Note:

Deviations may or may not be accepted by BHEL.

"I _____ hereby certify that except the deviations mentioned above, we do not have any other deviations to the tender no. AA: GAX: 21: CR: 301 dated 14.03.2022. Deviations if any, mentioned elsewhere in our bid (whether Techno-commercial bid of Price bid) may be treated as null and void by BHEL.

Signature

With name, Designation & seal of the firm



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Annexure-H

DECLARATION

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

Signature

With name, Designation & seal of the firm





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Annexure-I

NEFT Format

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

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

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

Thanking you,

Yours sincerely,

Signature:

Name:

Designation:

Company Seal:

Date:



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Annexure-J

PRICE BID FORMAT

Sl No.	Description	Make & Model Being Offered	Basic Rental per month excluding GST	Basic Rental per month excluding GST in Words	GST in % in Figures	GST % in words	Total Cost (Rs.) including GST
1	2	3	4	5	6	7	8
A	Hiring of EV Taxi on Monthly basis for a period of 02 years						To be calculated by BHEL
B	Total cost (Rs.) including GST for a period of 24 months=						To be calculated by BHEL

Charges for Add-ons						
Sl No.	Segment	Make & Model Being Offered	Rate (Rs.) Excluding GST in Figures	Rate (Rs.) Excluding GST in Words	GST in % in Figures	Total Cost (Rs.) including GST
C	Rate of per Outstation Night					To be calculated by BHEL
D	Per Km Rate of Extra distance travelled.					To be calculated by BHEL
E	Per Hour Rate of Extra Hrs used.					To be calculated by BHEL

Evaluation: The evaluation of the tender shall be on the lowest quote arrived on Sl. No B-8 i.e. Total cost (Rs.) including GST for a period of 24 months



Annexure-K

LOG SHEET

[illegible]



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Annexure-L

EXPERIENCE CERTIFICATE

1	Name & Contact Details of Taxi Agency	
2	Name & Contact Details of the Client	
3	Details of Services Provided	
4	Work Order no./ Agreement no. and Date (copy to be attached)	
5	Is there any non-disclosure agreement of work Order	YES/ NO
6	Start & End Date of Contract (Start date should not be more than 07 years from 28-02-2022)	
7	Gross amount of work completed (or done till date)	
8	Name & Contact details of Authority under whom works performed	
9	Overall Quality of Service	Outstanding/ Very Good/ Good/ Poor

Signature
With name, Designation & seal of the firm



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ANNEXURE-M

CHECK-LIST

SUMMARY OF COMPLIANCE TO REQUIREMENT OF TENDER

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

Signature
With name, Designation & seal of the firm



