



# भारत हेवी इलेक्ट्रिकल्स लिमिटेड Bharat Heavy Electricals Limited

Tender No. AA:GAX:18:DLY:201

Dated: 19.06.2018

**Bid Submission: 03.07.2018 by 11:00 hrs**

**Bid Opening: 03.07.2018 at 12:00 hrs**

**Sub: Tender For Hiring of DLY Taxis on Daily/Monthly basis for local & outstation journeys**

BHEL invites bidders for entering into a rate contract to hire registered DLY- taxis (Dzire/ Indigo/ Etios/ Xcent/ City/ Verna/ Ciaz/ Innova/ Ertiga etc.) for senior executives, guests and employees for local/ outstation journeys on daily/ monthly basis. BHEL, therefore, intends to empanel reputed taxi operators on rate contract basis for a period of two years from the date of award for hiring of DLY-Taxis on "as and when required basis". Bidders have to provide the vehicle for above requirements in compliance with norms set by NGT/ SC/ Govt./ other statutory body to operate taxi in Delhi-NCR region.

Quotations are invited in two part bids in sealed cover with Enquiry No., Group/ Groups for which quotation is offered, Enquiry Date and Quotation Due Date, legibly super-scribed on it, for the Scope mentioned in **Annexure-B** subject to acceptance of the enclosed Terms and Conditions.

The quotations should reach Tender Box located near the security office at Reception, gate no. 3, BHEL House, Siri Fort, New Delhi-110049 by 11:00 Hrs on or before the Due Date **(03.07.2018)**.

For & on behalf of BHEL,

*[Signature]*  
19.06.2018  
Rahul Singh

Sr. Engineer(HR-GAX & ISMG)

011 6633 7437

rahulsingh@bhel.in

**PRE QUALIFYING REQUIREMENTS (PQR)**

1. The bidder should have PAN (Permanent Account number) and GST Registration No.
2. The bidder's average annual financial turnover during the last three financial years ending 31st March '17 should be at least Rs. 41.47 lakhs.
3. The experience of having successfully completed or currently executing similar Job/ services during last 7 years ending on 31.05.2018 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 Rs. 55.29 lakhs each.

Or

- b. The bidder should have executed (or billed in case of currently executing order) two similar jobs / services with value not less than Rs. 69.12 lakhs each.

Or

- c. The bidder should have executed (or billed in case of currently executing order) one similar job / service with value not less than Rs. 110.58 lakhs.

"Similar Job/ service" refers to "Providing of vehicles on hire basis (Daily/ Monthly)

**4. REJECTION OF BID DUE TO UNSATISFACTORY PERFORMANCE IN THE PAST**

The bid of the bidder may be rejected due to unsatisfactory performance in the past at any of the BHEL units, any other PSU or Govt. organization. If a bidder has provided services of this kind in a completed contract or a running contract in any of the BHEL's units, he is required to submit performance certificate for the same. This is essentially required to be submitted irrespective of the value of work done to adjudge bidders' qualification with respect to past performance. This requirement is in addition to other PQRs meant for assessment of financial and technical competencies.

5. The bidder should own at least 25 nos. commercial medium and/or higher segments vehicles with year of make as 2017 or later. (for vehicle segments, refer **Annexure-M**)

**DOCUMENTS REQUIRED IN SUPPORT OF PRE-QUALIFYING REQUIREMENT:**

1. Copy of PAN card & service tax/ GST registration certificate duly signed and stamped by the bidder.
2. Certified copy of Audited Balance Sheet and profits & loss account statements of last three financial years i.e. FY 2015-16, 2016-17 & 2017-18. In case of unavailability of Audited Balance Sheet and profits & loss account statements for FY 2017-18, bidder can submit the CA certificate indicating the total turnover against car hiring.
3. Copy of acknowledgements of IT return of three financial years i.e. FY 2014-15, 2015-16 & 2016-17 (AY 2015-16, 2016-17 & 2017-18, respectively).

4. Only work orders and supporting work experience certificates (as per format given at **Annexure-O**) from the clients shall be submitted as proof against **sl. no. 3** of PQR. In case of unavailability/ non-disclosure agreement of Work Order, the bidder can submit the experience certificate from the customer concerned in the format give at **Annexure-O** only. BHEL reserves the right to verify the correctness of the certificates of the clients.
5. **Annexure-G** of the tender document shall be filled by bidders giving particulars regarding registration no., year of manufacture (not older than January 2017), model and details of transfer of ownership, supported by copies of valid R.C. book, valid insurance and other documents showing ownership of the vehicles issued by the RTO concerned, against our requirement mentioned at sl. no. 4 of **Annexure-A** under fleet ownership. For firms registered as Proprietary firm/ Partnership firm, ownership of vehicles in the name of firm/ partner/ proprietor shall be accepted. The above ownership condition is only for participation in the tender. However, after award of work the successful bidder has to deploy vehicles as per specifications/ scope of work/ required quantum of vehicles within the stipulated mobilisation period as detailed in respective clauses.
6. If a bidder has provided similar services in a completed contract or a running contract in any of the BHEL's units/ PSUs/ Govt. organisations, he is required to submit **performance certificate** for the same. This is essentially required to be submitted irrespective of the value of work done to adjudge bidders' qualification with respect to past performance.

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Technical Terms & Conditions / Specifications**1. Earnest Money Deposit (EMD)**

- a. Each bidder has to deposit EMD of Rs. 5,52,920/- (Rupees Five Lakhs Fifty-Two Thousand Nine Hundred Twenty only) as a part of subject tender and the same should be in the form of Pay Order or Demand Draft only in favour of BHEL, payable at New Delhi.
- b. Tender not accompanied with EMD/ EMD submitted in any forms other than PO/ DD will not be accepted.
- c. EMD submitted by bidder will be forfeited if bidder revokes his tender within validity period.
- d. Tender without requisite EMD will not be considered for further evaluation.
- e. No interest shall be payable by BHEL on EMD amount.
- f. The EMD shall be forfeited in case of:
  - i. Withdrawal of bid or increase in rates or change in bid conditions after opening of the tender.
  - ii. Refusal to enter into a contract after the award of contract.
  - iii. If operations of the contract are not commenced from the date indicated in the award of contract.

The EMD will be refunded to the unsuccessful bidders within fifteen days of acceptance of award of work by the successful bidder(s)/ expiry of the validity of the bid, whichever is earlier. ***The EMDs of the successful bidders shall be converted into part of Security Deposit.***

Bidder having valid NSIC/ MSE registration certificates is exempted from EMD as per govt. rules. Central/ State PSUs shall also be exempted from EMD.

**2. SCOPE OF WORK**

- a. The Service Provider shall provide air-conditioned (AC) commercial taxi cars registered in January 2017 or later as per the categorization mentioned in **Annexure-M**. The deployed vehicle must be registered in the name of the service provider. In case of emergency only, the vehicle not registered in name of service provider shall be accepted only for a maximum period of 03 days. If after 03 days, the service provider fails to provide the vehicle in their name, then, penalty shall be imposed.

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

BHEL expects that the empanelled operator shall have all types of vehicles for which they are quoting as per the details in **Annexure-M** in ready/ working condition for providing services.

The anticipated total business volume during the contract period of two (02) years towards hiring of vehicles shall be Rs. 276.46 lakhs.

The above mentioned business volume is indicative for this tender only & doesn't guarantee the business volume for the contract period of two (02) years. This may increase or decrease ( $\pm 30\%$ ) depending upon BHEL's actual requirements.

Average consumption per month w.r.t. Daily & Monthly hiring is given at Table A & B below.

Daily Hired Vehicles – Average Consumption per month (approx.)					
Table A					
Sl. no.	Segment/ Items	Items	Up to 40 km & 04 hrs.	Up to 80 km & 08 hrs.	Out-station Journey (Min 200 km/ day)
1	Medium Segment	Hired nos.	31	42	3
		Total extra km paid	1887	7460	1747
		Total extra hours paid	179	562	-
2	Higher Segment	Hired nos.	3	25	-
		Total extra km paid	-	-	-
		Total extra hours paid	-	-	-
3	6-8 Seaters	Hired nos.	-	-	3
		Total extra km paid	-	-	-
		Total extra hours paid	-	-	-

Monthly Hired Vehicle – Average Consumption per month (approx.)			
Table B			
Sl No.	Segment	Items	2500 Km & 300 Hr
1	Medium Segment	Hired nos.	19
		Total extra km paid	5301
		Total extra hours paid	520
2	Higher Segment	Hired nos.	4
		Total extra km paid	-
		Total hours paid	-

The above-mentioned quantities are tentative only.

- b. The service provider shall provide drivers with at least 03 years' experience, adequate knowledge of reading, writing and spoken English / Hindi and in proper uniform having knowledge of different routes as well as minor repair of cars and holding valid driving 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 the provision of pollution control in line with the directions of Supreme Court from time to time and should also comply with statutory regulations issued by State Transport Authorities/ Central Govt. etc. BHEL shall in no way be responsible for any liability arising due to non-compliance of statutory requirements/ regulations w.r.t. the vehicle as well as the driver.

- f. In case of non-availability of requisitioned car, it will be the responsibility of the service provider to provide higher segment cars (**model of car shall not be older than January, 2017**) at the same rates (requisite segment).
- g. The service provider shall maintain the log-sheets/ duty-slips (for vehicles deployed on Monthly/ Daily basis) as per proforma enclosed (Refer **Annexure-N & H, respectively**). The log-sheets/ duty-slips should be signed by the driver from the user at the end of each journey which would indicate the details such as opening and the closing meter reading, point of starting/ ending the journey, places visited, date and time of release of vehicle by the user. For vehicles deployed on daily basis, specimen for log-sheets/ duty-slips shall also form a part of the tender document.

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

- h. BHEL shall not permit/ allow any change in the vehicles hired on monthly 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 two hours 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. The computation of duty hours shall be from the time of reporting the vehicle to its release time, duly signed by the user both in case of Daily hiring as well as Monthly Hiring. This requirement is mandatory for processing the bill for payment.

- m. Details of payment on account of extra hours & extra usage charges are given in the price bid format (Annexure-L).
- n. 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.
- o. Condition of taxies while on BHEL duty
- i. The vehicle as required should be in perfect working condition, duly registered and insured, having requisite permit and taxes paid up to date. taxies must comply with central/state Government and pollution Act.
  - ii. The vehicle(s) with registration January 2017 onwards shall only be accepted. The vehicles shall be kept clean and immaculate (from inside and outside) and as scratch free as possible.
  - iii. The interior of the cabin must have appropriate appearance like foot matting, good quality upholstery incl. Towels to provide comfort. Vehicle should have an operational music system fitted in.
  - iv. The vehicle should be noise free. Any rattling, sound of loose nuts/bolts, windows, shutters, spare wheel, fan belt, loosely kept tool box, etc., should be completely done away with.
  - v. Battery, tyres, brakes, head-light beam adjustment, indicator and other lights, starter, wiper, window shutter should be in first class and smooth working condition. Retreaded tyres will not be acceptable.
  - vi. The Driver must be in neat & clean white uniform with black shoes and white cap and must possess a mobile phone with roaming facilities in working condition.
- p. **VEHICLE DOCUMENTS/ ROAD PERMITS:** The vehicle(s) should be fit in all respect for operations in accordance with Motor Vehicle Act, Rules and existing laws as applicable from time to time and must be equipped with valid documents, i.e. registration certificate, insurance certificate, PUC certificate, fitness certificate, necessary permit and with taxes/ fees paid up to date during contract period. The bidder must provide copy of the above documents duly attested by Notary Public before vehicle is offered for inspection.

### 3. OPERATIONAL REQUIREMENTS

- a. Normally the taxies will be required to be used within the NCR limits of Delhi. Vehicle must have requisite permit for use of vehicle within NCR limit of Delhi. Vehicles not having requisite permit shall not be accepted for duty and action shall be taken as per Penalty Clause.
- b. Service Provider shall be responsible to contact the dealing officer of BHEL daily either on telephone/ internet /electronically or by deputing his representative to obtain/ collect instructions for daily deployment of vehicle, daily reports, change of vehicle/ drivers etc. Hence, the service provider shall identify and intimate the name of one of his managers, who should be *computer literate*, to interact with BHEL. The service provider should also own computer and internet facilities for the purpose.

- c. Condition of the vehicle(s) should be as specified here above, failing which the vehicle may not be accepted on duty.
- d. In case of 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. Fueling of vehicle shall be carried out prior to reporting for duty and there should be adequate fuel for at least 24 hours of work/ 250 km run for local duties. Necessary funds should be available with the driver to buy the fuel as well as for parking fees, tolls etc. for outstation duties/ in case of exigencies within NCR. In case, vehicle runs short of requisite quantity of fuel or reports with less quantity of fuel, then it may not be accepted on duty. Under such circumstances, vehicle shall be treated as absent from duty and shall attract penalty as per penalty clause.
- f. Punctuality is an essential and important condition of the contract, failing which penalty as per penalty clause shall be imposed.
- g. In case any vehicle is withdrawn from duty by service provider or if service provider fails to provide vehicle in an acceptable condition, no payment shall be made to service provider for that day and 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.
- j. Service provider shall ensure that odometer, gauges, and other instruments used while driving of vehicle are in perfect working condition. In case of any defect detected/ pointed out by BHEL authority/ user, the service provider shall make all necessary repairs/ replacements promptly at his cost. The vehicle(s) having defective odometer shall not be put to use by BHEL and shall be treated as non-deployment of vehicle by the service provider and is liable to attract penalty as per penalty clause. In case, the same is put to use for unavoidable circumstances, decision of transport coordinator on km run shall be final and binding.
- k. As timely availability of service is the essence of contract, responsive contact/ communication with transporter is a must for timely input to internal / external customer. Hence following must be ensured by the vendor:
  - i) Transporter should provide a landline and a mobile no. on which he or his representative can be contacted anytime (24hrs x 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.



#### 4. CREW

- a. The driver provided with the vehicle should be physically & medically fit, professionally sound and competent in all respect and holding valid professional license as prescribed under prevailing Motor Vehicle Rules/ Acts/ any other applicable rules for this contract. Necessary alternatives/ substitutes must be maintained in case of any disabilities of any member of crew, to avoid any disruption to vehicle's operations.
- b. In order to avoid mishap/ accident, service provider shall ensure that only skilled driver(s) with sufficient experience in trade are deployed on vehicle(s) and they observe all rules/ precautions in this regard. Service provider shall ensure that driver(s) do not exceed normal safe speed limits. Service provider shall further ensure that his crew is deployed on duty after adequate rest to avoid accident due to fatigue.
- c. The persons engaged/ deputed by service provider for carrying out BHEL work should be well groomed, courteous, behave properly with BHEL employees/ users and maintain punctuality and discipline. Driver should ensure safe opening and closing of doors of vehicle. If any person(s) engaged by service provider is found to be undisciplined or misbehaving or under influence of any intoxicant, BHEL may ask Service Provider to replace the same otherwise vehicle(s) may be refused to be accepted on duty of BHEL.
- d. It shall be the sole responsibility of Service Provider to obtain Character & Antecedent verification of his drivers(s)/ crew from law enforcement authorities concerned before deployment.

#### 5. SAFETY PRECAUTIONS:

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

- a. Ask the driver to remove the vehicle/ leave the site. In this eventuality BHEL shall recover penalty as per penalty clause.
- b. In case of any damages caused due to such violations of safety regulations, BHEL shall recover cost of damages from Service Provider as assessed by BHEL.
- c. For violations/jeopardizing safety and security of BHEL's property and personal, BHEL reserves the right to terminate the contract with immediate effect, in addition to recovery of damages.

#### 6. INSURANCE

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

a. Workmen's Compensation Insurance:

This insurance shall protect the Service Provider and BHEL against all claims applicable under the Workmen's Compensation Act 1948. This policy shall also cover the Service Provider against claim for injury, disability, disease or death of his or his sub-Service Provider's

workmen which for any reason are not covered under the Workmen's Compensation Act 1948. This liability shall not be less than the Statutory Workmen's Compensation provision and Employees liability provisions.

**b. Vehicle Insurance:**

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

**c. General Liability Insurance:**

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

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

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

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

**7. LABOUR REGULATIONS/ REGISTRATION AND DOCUMENTS:**

- a. Service Provider shall abide by and follow the State and Central Government Labour Laws/ Legislation, rules and regulations, statutory notifications, local self-Government/ Municipal requirements and shall solely be responsible for any breach thereof. The service provider shall completely indemnify BHEL, its officers/ employees against any penalties/ prosecutions consequent to the violation (deliberate or inadvertent) of such statutory provisions that are in force.
- b. The service provider shall obtain at his own cost, necessary permits, license etc., as required under various laws from time to time for rendering the necessary services and BHEL does not take any liability whatsoever on that account.
- c. The Service Provider shall at its own cost comply with the provisions of all Laws, Rules, Orders, Regulations and Notifications whether central or state or local as applicable to him or to this contract from time to time. These Acts/ Rules include, without limitation, the following:
  - i. Minimum Wages Act, 1948 and Rules & order and Notifications issued there under from time to time.

- ii. Contract Labour (Regulation and Abolition) Act, 1970 with rules, orders and notifications made there under from time to time.
- iii. Industrial Dispute Act, 1947 with rules, orders and notifications issued there under from time to time.
- iv. The Workmen's Compensation Act, 1923 with rules, orders and notifications issued there under from time to time.
- v. Motor Transport Workers Act, 1961 with rules, order and notifications issued there under from time to time.
- vi. Payment of Gratuity Act, 1972 with rules, order and notifications issued there under from time to time.
- vii. Service Provider shall obtain a certificate from ALC (C) regarding Labour License.
- viii. Payment of Bonus Act, 1965 with rules, order and notifications issued there under from time to time.
- ix. Payment of Wages Act, 1936 with rules, order and notifications issued there under from time to time.
- x. Employees Provident Fund & Misc. Provisions Act, 1952 with rules, order and notifications issued there under from time to time.
- xi. ESI Act with rules, order and notifications issued there under from time to time.
- xii. All other Act/ Rules/ Regulations, Bye-laws, other notifications etc. as applicable to the service provider or to this contract from time to time shall be applicable. Orders, Notifications etc. present or future as applicable to the service provider or to this contract from time to time, for providing necessary services/performing the aforesaid jobs.

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

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

#### **8. ACCIDENTS/ DAMAGES/ CLAIMS LIABILITIES:**

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

- d. It is the responsibility of the service provider to inform the user of vehicle as well as transport coordinator, the occurrence of any accident involving his vehicle(s), as early as possible to avoid any disruption of BHEL's operations and provide substitute and submit a detailed report to transport coordinator within 24 hours for record of BHEL. The vehicle/ site of accident may have to be inspected by representatives of BHEL in such an eventuality.
- e. Absence of vehicle due to accident may not be entitled for any exemptions from liabilities of contract, whatsoever. Arrangement of alternative/ substitute is responsibility of the service provider, unless otherwise exempted for reasons beyond the service provider's control.

#### **9. PARKING**

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

#### **10. 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.

#### **11. LOG BOOK MAINTENANCE**

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

#### **12. INSPECTION OF VEHICLES**

- a. The acceptance of vehicle on service of BHEL will be subject to inspection of vehicle, its documents relating to vehicle and driver by official(s) of BHEL or third party. Such inspections

will be carried out initially before the first acceptance of vehicle and at an appropriate periodicity or by surprise checks at discretion of BHEL. The decision with regards to acceptance or rejection of the vehicle offered by the service provider shall remain with in charge, HR and his decision shall be final and binding.

- b. Any certificate, by any officer of Central or State Government authority, such as Motor Vehicle Inspector of RTO, etc. obtained or produced by the service provider stating that condition or specifications of the vehicle(s) offered to service of BHEL as satisfactory shall not supersede the discretion of BHEL regarding acceptability of the vehicle(s) to BHEL under the contract.
- c. Once a particular vehicle and its documents have been approved for duty of BHEL on monthly/daily basis, that vehicle shall not ordinarily be changed during the period of contract except on being defective and another vehicle offered is of similar specification.
- d. Inspection is also applicable as deemed necessary to substitute vehicle(s) provided by the service provider against any breakdown/ maintenance.
- e. Any vehicle(s) on duty of BHEL is subject to the surprise checks by an authorized officer of BHEL for its operational condition and specifications or for carrying any unauthorized passengers or any conduct prejudicial to the interest or image of BHEL. In case of any default being detected action shall be taken as per provisions of contract including de-hiring, if necessary.

#### **13.SUBSTITUTE VEHICLES:**

In case, vehicle goes off road due to any break-down or accident, the service provider will have to provide a substitute vehicle of same specifications and vintage within 2 hours. If the substitute vehicle is not provided or is not satisfactory, no payment will be made for that day and 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.

**Commercial Terms & Conditions****1. RATE & PRICE VARIATION**

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

$$\begin{array}{l} \text{\% Increase/ decrease in} \\ \text{hiring charges for vehicles} \end{array} = \frac{\begin{array}{l} [\text{Revised rate of CNG - base rate of CNG at the date of} \\ \text{original tender submission}] \times 0.20 \times 100 \\ \text{Base rate of CNG on the date of original tender} \\ \text{submission} \end{array}}{\quad}$$

Price variation clause shall not be applicable for *sl. nos. A5, A6 and B3* of the Price Bid Format (Annexure-L).

The schedule of Price given in Price bid format (ANNEXURE-L) is based on the current price of CNG (Rs. 41.97 per kg in Delhi on the date of release of tender). These rates are Delhi based. Any increase/ decrease of hiring rates shall be as per the PVC formula above which shall be based on this price of CNG only as the base price (applicable from the date of publishing of the tender).

**2. VALIDITY OF OFFERS**

The bidder's offer shall be valid for a period of 03 months from the date of opening of Part-I bid and 02 months from the date of opening Part-II bid. Price bid opening shall be limited to techno-commercially acceptable bidders only. Further, BHEL reserves the right to reject the offer of bidder(s) without assigning any reason.

**3. VALIDITY OF CONTRACT**

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

**4. TERMINATION OF CONTRACT**

If at any time, the service provider defaults in proceeding with the work with due diligence and continues to do so or commit any default in complying any of the tender terms and conditions even after the notice in writing is given, BHEL may, without prejudice to any other right to remedy which shall have accrued or shall accrue thereafter to BHEL, to terminate the contract by giving 15 days' notice in writing. The notice will be deemed to have been served as and when sent to the address given in the tender.

**5. TERMS OF PAYMENTS**

- a. In case of award of the work, the payment, excluding GST & notional interest thereon subject to other terms & conditions mentioned in Clause no. 6 below (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.
- b. 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.
  - c. The maintenance cost, charges of fuel, road tax, challans, salary of the driver, the overtime of driver etc. **are the responsibility of the Service Provider and will be borne by the Service Provider.** BHEL will, however, reimburse State levies / taxes for outstation journeys (for single entry only) at actual on submission of receipts in original along with the bill.
  - d. Parking charges, Toll tax, Service Tax and DND payments, as applicable from time to time shall be extra and borne as per actual by BHEL on submission of original receipt along with the bill. Service Provider can also get the state taxes for local journeys reimbursed by BHEL but only on producing original tax receipts.

## 6. TAXES & DUTIES

- a. To enable BHEL to avail GST Input tax credit, service provider shall submit GST compliant Tax invoice containing all the particulars as stipulated under Invoice Rules of GST Law. Such invoice shall be submitted within prescribed time limit (as per **Terms of Payment**) in the name of respective BHEL Unit/ Office/ Region.
- b. The service provider has to submit their GST registration certificate to respective BHEL Unit/ Office/ Region within 30 days from the acceptance of work order. GSTIN of BHEL will be provided to the service provider by respective office of BHEL within 30 days from the placement of work order.
- c. Any statutory changes as and when made applicable by the Government shall become applicable against documentary evidence.
- d. Payment to the service provider will be subjected to TDS as per rules in force from time to time. The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act and GST as applicable, as amended from time to time and a certificate to this effect shall be provided to the service provider by BHEL.
- e. Service Provider shall issue GST compliant invoice for entire fare under his GSTIN.
- f. Payment shall be made to service provider only after submission of GST complaint tax invoice as mentioned above and other relevant documents. However, to protect BHEL's interest for GST input tax credit, GST portion amount along with notional interest on GST credit for 2 months' period (presently rate of interest is @24%) shall be withheld and the same shall be released only after confirmation from GST website/ portal that such invoice has been declared in GSTR-1 return filed by service provider within the stipulated time for the relevant period and tax amount thereon has been paid by service provider to the Government within the stipulated time period as per GST Law.
- g. In case GST credit is delayed/ denied to BHEL or subsequently recovered from BHEL due to non/ delay in filing of GSTR-1 or delay in/ non-payment of tax to the Government by service provider or for any other reasons not attributable to BHEL, in such case any financial

implication on BHEL on account of delay/ loss/ recovery from BHEL of such GST credit along with interest levied/ leviable on BHEL till the time GST credit is available to BHEL, shall be recovered from the service provider's bill and/ or adjusted against GST amount not paid as indicated under (f) above.

- h. Irrespective of refund of GST credit and interest thereon to BHEL by GST portal upon subsequent declaration of such invoice by service provider in his GSTR-1 for any period after due date of such return and/ or payment of GST thereon by service provider on GST portal, the notional interest for delayed period of GST credit (i.e. delay for the period when GST credit is actually allowed and the period when GST credit should have been allowed had service provider declared such invoice in his GSTR-1 and paid tax thereon in the relevant month as per GST law) shall be recovered from service provider.

## **7. REGULATION OF PAYMENT:**

Payments shall be made as per details given below (refer Annexure-L for Table-1 & Table-2): -

- i. For journeys up to 40 km & duration up to 4 hours:
  - The payment for the journeys will be calculated as per the rates finalized for *sl. no. A1* of **Table-1**.
- ii. For journeys up to 40 km and duration between 4-8 hours:
  - The payment for the journeys will be calculated as per the rates finalized for *sl. no. A1* of **Table-1**.
  - Payment for extra duty hours will be made as per *sl. no. A2* of **Table-1**.
  - If, the total amount calculated exceeds the rate finalized for *sl. no. A3* of **Table-1**, then, the payment to be made will be restricted to rates finalized for *sl. no. A3* of **Table-1**.
- iii. For journeys up to 80 km and duration up to 4 hours:
  - The payment for the journeys will be calculated as per the rates finalized for *sl. no. A1* of **Table-1**.
  - Payment for extra distance (km) will be made as per *sl. no. A4* of **Table-1**.
  - If the total amount calculated exceeds the rate finalized for *sl. no. A3* of **Table-1**, then, the payment to be made will be restricted to rates finalized for *sl. no. A3* of **Table-1**.
- iv. For journeys with distance between 40-80 km and duration between 4-8 hours:
  - The payment for the journeys will be calculated as per the rates finalized for *sl. no. A1* of **Table-1**.
  - Payment for extra duty hours and extra distance (km) will be calculated as per *sl. no. A5* and *A4* of **Table-1** respectively.
  - If the total amount calculated exceeds the rate finalized for *sl. no. A3* of **Table-1**, then, the payment to be made will be restricted to rates finalized for *sl. no. A3* of **Table-1**.
- v. For journeys with distance of 80 km or greater or duration of 8 hours or greater:
  - The payment to be made for first 80 km & 8 hours will be calculated as per the rates finalized for *sl. no. A3* of **Table-1**.
  - The amount payable for extra distance (km) and extra duty hours will be calculated as per *sl. no A4* and *A5* of **Table-1** , respectively.



vi. Payment for outstation journeys:

- For outstation journeys payment will be restricted to actual distance (km) traveled with minimum of 200 km per day. The per km rate & night halt charges for payment of out-station journeys will be regulated as per the rate in **sl. no. A7 and A6 of Table-1**, respectively.

vii. Night halt charges will be made for outstation journeys only. Ghaziabad, NOIDA, Gurgaon, Faridabad and other contiguous towns will not be considered as "outstations". Hence no night charge will be payable for the above stated places.

viii. For monthly vehicle traveling less than or equal to 2500 kms. and duration upto 300 hours:

- The payment for such journeys shall be regulated as per **sl. no. B1 of Table-2**.

ix. For monthly vehicle traveling more than 2500 kms. And duration upto 300 hours:

- The payment for first 2500 km shall be regulated as per **sl. no. B1 of Table-2**.
- Payment for extra distance (km) shall be calculated as per **sl. no. B2 of Table-2**.

x. For payment of extra duty hours:

- Payment for extra duty hours beyond 300 duty hours, if any, shall be calculated as per **sl. no. B3 of the Table-2**.

xi. For daily duty vehicle:

- For the journey starting from and ending at BHEL House, Siri Fort, New Delhi, the actual payment shall be made only for the journey travel 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 lower.
- In case the journey start & ends at location other than BHEL House, Siri Fort, New Delhi, payment shall be made on "Garage to Garage" basis.

**Case-I:**

Start from: BHEL House, Siri Fort, New Delhi - **B**

End at: Other than BHEL House, Siri Fort, New Delhi - **O**

Distance calculation: Garage to **B** (8 km or actual, whichever is less) + **B** to **O** (at actual) + **O** to Garage (at actual)

**Case-II:**

Start from: Other than BHEL House, Siri Fort, New Delhi - **O**

End at: BHEL House, Siri Fort, New Delhi - **B**

Distance calculation: Garage to **O** (at actual) + **O** to **B** (at actual) + **B** to Garage (8 km or actual, whichever is less)

**Case-III:**

Start from: BHEL House, Siri Fort, New Delhi - **B**

End at: BHEL House, Siri Fort, New Delhi - **B**

Distance calculation: Garage to **B** (8 km or actual, whichever is less) + **B** to **B** (at actual) + **B** to Garage (8 km or actual, whichever is less)

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

9. **BUSINESS DISTRIBUTION:** BHEL intends to distribute the work load to maximum 03 nos. service providers/ agencies with larger share to the lowest bidder i.e. the L1 bidder. Counter offer of L1 rates shall be given to the next higher bidder(s) in the rank i.e. L2, L3 and so on. The empanelment of second and third party shall be subject to matching the L1 rates. The distribution shall be in following manner:

- **In case of empanelment of 03 nos. service providers/ agencies:**  
Tendered work shall be split amongst maximum of 03 nos. qualified bidders in the ratio of 50:30:20 at L1 rates.
- **In case of empanelment of 02 nos. service providers/ agencies:**  
Tendered work shall be split amongst maximum of 02 nos. qualified bidders in the ratio of 60:40 at L1 rates.
- **In case of empanelment of 01 no. service provider/ agency:**  
The L1 bidder will be given entire business at the quoted rates.

**No objection to such distribution by service provider(s), if any, shall be entertained. However, this shall further be subject to availability of the required vehicles, reliability of services, dependability of the operator in providing the required services, etc.**

10. The vehicles sent to BHEL against requisition shall have all relevant documents like vehicle registration certificate/ driving license of driver/ vehicle insurance/ valid PUC certificate etc. BHEL shall not be responsible in any way for non-conformance to any of the Rules & Regulations in respect of the vehicle OR the driver, laid down by the concerned authorities from time to time.

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

12. All the payment shall be made against submission of "**COMPUTERIZED BILLS**" only.

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

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

**15. TAX DEDUCTION AT SOURCE:**

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

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#### **16. Deviations:**

Deviations, if any, may be enumerated in the format enclosed (**Annexure-L**). BHEL, at its discretion may agree in full or part or totally reject deviations sought by the bidder(s). 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. Deviations mentioned elsewhere in the bid apart from **Annexure-I – "FORMAT FOR SEEKING DEVIATION"** (whether Techno-commercial bid or Price bid) shall be treated as null and void by BHEL.

#### **17. EVALUATION CRITERIA**

- a. BHEL's "Schedule of Hiring Rates" for different model cars is enclosed (reference Price Bid Format (**Annexure-L**)).
- b. The bidders are required to fill **% above** or **% below** or **at par** in the box provided below the Schedule of Rate (**Annexure-L**). Bidders may please note that the % quoted will be applicable on entire Schedule of Rate.
- c. In the event of more than one bidder having quoted identical lowest rates and there is a tie amongst the bidders, the respective bidders would be asked to submit their revised rates. This process would continue till the distinct **L1** bidder is obtained.
- d. BHEL intends to distribute the work load to maximum 03 nos. service providers/ agencies with larger share to the lowest bidder i.e. the L1 bidder. Counter offer of L1 bidder shall be offered to the next higher bidder(s) in the rank i.e. L2, L3 and so on. The empanelment of second and third party shall be subject to matching the L1 rates. The distribution shall be in following manner:
  - **In case of empanelment of 03 nos. service providers/ agencies:**  
Tendered work shall be split amongst maximum of 03 nos. qualified bidders in the ratio of 50:30:20 at L1 rates.
  - **In case of empanelment of 02 nos. service providers/ agencies:**  
Tendered work shall be split amongst maximum of 02 nos. qualified bidders in the ratio of 60:40 at L1 rates.
  - **In case of empanelment of 01 no. service provider/ agency:**  
The L1 bidder will be given entire business at the quoted rates.

#### **18. PENALTY CLAUSE**

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



*\*Charges on pro-rata basis shall be calculated on the basic rate of 2500 km & 300 hours.*

- c. 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. 18. b.**
- d. Generally, a prior notice of two hours will be given to the service providers for providing/arranging the vehicle. Repeated refusals by the party will be viewed seriously and appropriate action (i.e. imposing a fine of Rs. 500 on every 3<sup>rd</sup> refusal in a month) will be taken against such defaulting party. BHEL's decision in this regard shall be final.
- e. In case, vehicle leaves the duty earlier than the stipulated duty hour on its own volition, then payment of daily fixed charge shall be made on pro-rata basis. However, a penalty of Rs. 200 per day shall also be imposed for early departure from duty.
- f. In case, vehicle develops some defect *en route* and is unable to complete assigned journey thereafter, and if service provider fails to arrange a substitute vehicle within 2 hours of such breakdown, no charges will be paid. In addition, expenditure incurred by BHEL on hiring another vehicle, if any, will also be recovered from the service provider.
- g. In case, vehicle is accepted on duty due to operational requirements, at the discretion of BHEL, though, it may not meet the requirements as per given specification, penalty of Rs. 500 per vehicle per day shall be imposed.
- h. A delay of 30 minutes shall normally be ignored. However, every 30 minutes' delay in reporting of vehicle each day will not be acceptable as a routine and BHEL shall take cumulative count for such delays for imposing penalty on hourly rates.
- i. In case, driver is not in proper uniform or carrying working mobile phone with roaming facilities or the vehicle is not meeting the specified requirement, the vehicle may not be accepted for duty and in case of acceptance in emergency situation, a penalty of Rs. 50 shall be levied on the service provider.
- j. If BHEL hires the vehicle from other source(s) due to any reason as mentioned under penalty clause D above, then, additional financial implications on such hiring will be recovered from the service provider from the running bills additionally to applicable penalty.

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

#### **20. SECURITY DEPOSIT**

The Security Deposit (SD) to be obtained shall be divided between empaneled vendors based upon their share of business (for Business Distribution refer **sl. no. 9 of Annexure-C**). SD shall be 5% of the contract value.

After adjusting Earnest Money Deposit (EMD), the SD (as mentioned above) shall have to be deposited by empaneled agencies with BHEL along with the acceptance of LOA. The SD can be furnished in the following manner:

- a. Cash (as permissible under the extant Income Tax Act)

- b. Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.
- c. Bank Guarantee from Scheduled Bank/ Public Financial Institutions as defined in Companies Act. The Bank Guarantee format should have the approval of BHEL.
- d. Fixed Deposit Receipt issued by Scheduled Banks/ Public financial Institutions as defined in the Companies Act (FDR should be in the name of Service Provider, a/c BHEL)
- e. Securities available from Indian Post Office such as National Saving Certificates, Kisan Vikas Patras etc. (held in the name of service provider furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).

For S.No. c, d & e above, the validity of respective instruments shall be at least 6 months ahead of the expiry of the contract period of 2 years

(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. The Security Deposit shall not carry any interest.)

## **21. Micro and Small Enterprises (MSE)**

Any Bidder falling under MSE category, shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer.

Type under MSE	SC/ ST owned	Others
Micro		
Small		

Note: If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSE category.

- a. MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either Udyog Aadhaar or EM-II certificate having deemed validity (five years from the date of issue of acknowledgement in EM-II) or valid National Small Industries Corporation (NSIC) certificate or EM-II certificate along with attested copy of a CA certificate (format enclosed as **Annexure-L**) where deemed validity of EM-II certificate of five years has expired applicable for the last audited financial year. Date to be reckoned for determining the deemed validity will be the last date of Bid submission. Non-submission of such documents will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if the above required documents are not submitted along with offer.
- b. MSEs shall be exempt from payment of EMD at the time of tender submission. However, there is no exemption from Security Deposit submission.
- c. Participating MSEs quoting price within price band of **L1+15%** shall be considered for award of complete scope of work by bringing down their price to **L1** price in a situation where **L1** price is from someone other than a MSE. In case of more than one such MSE, the one with lowest price shall be given the first option to match the **L1** price. However, MSEs owned by the Scheduled Caste or the Scheduled Tribe entrepreneurs shall be given the preference for matching the **L1** price irrespective of their standing in comparative statement of MSE bidders within price band of **L1+15%**.

**General Terms & Conditions****1. ARBITRATION**

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

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

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

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Order/ Contract, such dispute or difference shall be referred to by either party to the arbitration of one of the arbitrators in the department of public enterprises. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law secretary, Dept. 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. LAWS GOVERNING THE CONTRACT**

The Order/ Contract shall be executed and governed by the laws of India and the courts of India alone shall have jurisdiction in respect of any matter arising under or in connection with the Order/ Contract.

**3. JURISDICTION OF COURT**

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

**4. DEFAULT/ BREACH OF CONTRACT, INSOLVENCY AND RISK PURCHASE**

- a. If the seller/ service provider fails to provide the required services as per the contract/ fails to deliver the goods or materials or any instalment thereof within the period(s) fixed for such delivery or delivers goods or materials not of the contracted quality and failing to adhere to the contract specifications or at any time repudiates or otherwise abandons the contract before expiry of such period or refuses or is unable to supply/ provide goods/ services or materials covered by the Order/ Contract either in whole or in part or otherwise fails to perform the Order/ Contract or commits any breach of the Order/ Contract not herein specifically provided for or in the event of the death or insanity or if the seller/ service provider being an individual or if a firm on a partnership thereof, shall at any time, be

adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the Order/ Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolved under the Partnership Act or if the seller/ service provider being a company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager, the purchaser without prejudice to his right to recover any expenses, losses or damages to which the purchaser may be put to incur or sustain by reason of the seller/ service provider's default or breach of Order/ Contract shall be entitled to cancel the Order/ Contract either in whole or portion thereof without compensation to the seller/ service provider and if the purchaser so desires, he may procure upon such terms and in such manner as he deems appropriate, stores not so delivered or others of a similar description where stores exactly complying with particulars are not, in the opinion of the purchaser, which shall be final, readily procurable, at the risk and cost of the seller/ service provider and the seller/ service provider shall be liable to the purchaser for any excess costs provided that the seller/ service provider shall continue the performance of the Order/ Contract to the extent not cancelled under the provisions of this clause. The seller/ service provider shall on no account be entitled to any gain on such repurchases.

- b. Cost of the purchases/ service made by the Purchaser/ Service taker at the risk and cost of the seller/ service provider shall be worked out after levying 30% overheads as departmental charges on the cost of materials/ services so purchased/ hired.
5. The bidder along with its associate/ collaborators/ sub-service providers/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy, uploaded on BHEL website ([www.bhel.com](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.

**COMPOSITION OF BIDS**

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

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

**a. Part-I (Techno-Commercial Bids)**

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

- i. EMD of Rs. 5,52,920 (Rupees Five Lakhs Fifty-Two Thousand Nine Hundred Twenty only) (as per of **Annexure -B**).
- ii. Copies of Certificate of Incorporation/ copy of the partnership deed/ instrument of Partnership.
- iii. Certified copy of Audited Balance Sheet and profits & loss Account statements of last three financial years i.e. FY 2014-15, 2015-16 & 2016-17.
- iv. Copy of acknowledgements of IT return of three financial years i.e. FY 2014-15, 2015-16 & 2016-17 (AY 2015-16, 2016-17 & 2017-18).
- v. List of clients with names, address and contact nos. of concerned officials.
- vi. Photocopies of registration certificates of required number of vehicles as mentioned at **sl. no. 5** of **Annexure-A** under Fleet Ownership Criteria with the latest and valid insurance covers. Original registration certificate would be physically verified before finalisation of the empanelment of the parties.
- vii. Only work orders (issued in last 7 years ending 31.05.2018) and supporting work experience certificates (as per format given at **Annexure-O**) from the clients shall be submitted as proof against **sl. no. 3** of PQR at **Annexure-A**. In case of unavailability/ non-disclosure agreement of Work Order, the bidder can submit the experience certificate from the customer concerned in the format give at **Annexure-O** only. BHEL reserves the right to verify the correctness of the certificates of the clients.
- viii. Pre-qualifying Requirement (**Annexure-A**)
- ix. Technical Terms & Conditions (**Annexure-B**)
- x. Commercial Terms & Conditions (**Annexure-C**)
- xi. General Terms and Conditions (**Annexure-D**)
- xii. Composition of Bids (**Annexure-E**)
- xiii. Details of Business (**Annexure-F**).
- xiv. Details of Vehicle (**Annexure-G**)
- xv. Vehicle Duty Slip (**Annexure-H**)
- xvi. Acceptance Letter/ Deviation Certificate (**Annexure-I**)
- xvii. Declaration (**Annexure-J**)
- xviii. NEFT Format (**Annexure-K**)
- xix. Unquoted Price Bid Format (**Annexure-L**)
- xx. List of cars (**Annexure-M**)
- xxi. Log Sheet (**Annexure-N**)
- xxii. Experience Certificate (**Annexure-O**)



**b. Part-II (Price Bid)**

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

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

**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	



**Annexure-G****Details of Vehicle**

(attach separate sheet in the following format).

S. No.	Registration No.	Make	Model	Month/ Year of Manufacturing
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
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36.				
37.				
38.				
39.				
40.				

Signature  
( Seal )9/12/20  
16

## Annexure H

### Vehicle Duty Slip

To be invariably filled by the operator:

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

To be invariably filled by the user

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

Remarks/Feedback of the user wrt vehicle and driver

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

Note:

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

Annexure-I

**ACCEPTANCE LETTER / DEVIATION CERTIFICATE**

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

Or

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

- 1.
- 2.
- 3.

**Note:**

Deviations may or may not be accepted by BHEL.

"I \_\_\_\_\_ hereby certify that except the deviations mentioned above, we do not have any other deviations to the tender no. \_\_\_\_\_ dated \_\_\_\_\_. Deviations if any, mentioned elsewhere in our bid (whether Techno-commercial bid or Price bid) may be treated as null and void by BHEL.

Signature  
With name, Designation & seal of the firm

3/5/2017

**Annexure-J**

**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**

NEFT Format

<b>Beneficiary Name</b>	
<b>Beneficiary Bank Name</b>	
<b>Beneficiary Bank address</b>	
<b>IFSC CODE of the bank</b>	
<b>Beneficiary Account Number</b>	
<b>Email ID</b>	
<b>PAN</b>	

**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:

31/05/2014  
CO  
C

**PRICE BID FORMAT****Table-1**

<b>Daily basis</b>				
<b>Sl. No.</b>	<b>Particulars</b>	<b>Medium segment, Rs.</b>	<b>Higher segment, Rs.</b>	<b>6-8 seater segment, Rs.</b>
A1	Up to 40 km & 04 hrs	511.50	696.50	639.50
A2	Extra charges per hour (less than 40 km, duty hours between 4-8 hours)	120.00	120.00	120.00
A3	Up to 80 km & 08 hours	1023.00	1393.00	1279.00
A4	Extra charges per km (for in-station journeys)	10.23	13.93	12.79
A5	Extra charges per hour	62.00	62.00	62.00
A6	Night Halt Charges for out-station journeys only (per night)	150.00	150.00	150.00
A7	Charges for Outstation Journey (minimum 200 km per day) (per km)	10.23	13.93	12.79

**Table-2**

<b>Monthly basis</b>			
<b>Sl. No.</b>	<b>Particulars</b>	<b>Medium segment, Rs.</b>	<b>Higher segment, Rs.</b>
B1	2500 km & 300 hours	31725.00	42140.00
B2	Extra charges per km	10.23	13.93
B3	Extra charges per hour	62.00	62.00

**NOTE:**

- For outstation trips, payment will be restricted to actual distance (km) travelled with minimum 200 km per day.
- Ghaziabad, NOIDA, Gurgaon, Faridabad & other contiguous towns will not be considered as "outstations".
- Night halt will be given for outstation journeys only.
- The maintenance cost, charges of fuel, road tax, salary of driver and overtime, challans etc. are to be borne by the service provider.
- Parking charges/ toll tax/ DND Payments (without any service tax) and service tax/ GST payment, as applicable from time to time shall be extra and borne at actuals by BHEL on certification by the user on submission of documentary proof (original receipt). BHEL will also reimburse state levies/ taxes for outstation journeys (for single entry only) at actuals on submission of receipts in original.
- List of cars/ segments is given in **Annexure-M**.

<b>Descriptions</b>	<b>Quote</b>	
Quoted percentage (%) on all components of Schedule of Rates. 1. If quoted % is above, then Prefix "+" the value 2. If quoted % is below, then Prefix "-" the value 3. If no change, just write 0	<b>In words</b>	<b>In figure</b>



**Annexure-M**

**LIST OF CARS**

<b>Medium Segment</b>	<b>Higher Segment</b>	<b>6-8 Seater Segment</b>
Maruti Suzuki Dzire, Toyota Etios, Tata Indigo, Hyundai Xcent (or similar)	Honda City, Nisan Sunny, Maruti Suzuki Ciaz (or similar)	Toyota Innova, M&M Scorpio, Maruti Suzuki Ertiga, Chevrolet Tavera (or similar)

## LOG SHEET

[illegible]

2120

**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 09.06.2018)	
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 &amp; Stamp of Dealing Official

