

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

Single Tender Enquiry on

M/s Ritvik Rentacab Services Private Limited

For

Monthly Basis Taxi Hiring Services in Lucknow, UP  
NIT No:AA :GAX:21:CR:003 Dated 09-08-2021

Prepared By:  
Vikrant Kumar  
Dy. Manager  
HR-GAX & ISMG

Checked By: -  
Habibul Rehman  
Sr. Manager  
HR-GAX & ISMG

Last Date for Submission: Date 11-08-2021  
UPTO 15:00 Hrs.

*Vikrant Kumar*  
09.08.2021



*Habibul Rehman*

Notice Inviting Tender

NIT No:AA :GAX:21:CR:003 Dated 09-08-2021

Sealed tender is invited from **M/s Ritvik Rentacab Services Private Limited.** for the below mentioned work. Tender is invited in single bid system in a sealed envelope to be submitted on or before the specified date and time (mentioned below) at the address specified in the tender document.

Sl. No.	Name of work	Completion period	Last date and time of submission of tender	Date and time of opening of Tender	Tender submission venue
1.	Monthly basis taxi hiring services in Lucknow, UP	4 Months	11-08-2021 Up to 15:00 Hrs.	11-08-2021 at 15:30 Hrs.	On email corp_admin@ bhel.in

- For detail, refer tender documents.
- Tender documents can be downloaded from BHEL web site ([www.bhel.com](http://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 keep referring the said website for Corrigendum/Addendum 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.
- In case of any clarification is required by bidder, undersigned can be contacted on Telephone No.- 011-66337438 or at e-mail: [vikrantk@bhel.in](mailto:vikrantk@bhel.in).

  
09.08.2021  
(Vikrant Kumar)  
Dy. Manager/HR GAX & ISMG



General Conditions of Contract (GCC)

**CHAPTER-1**  
**General Terms and Conditions**



## CHAPTER-I

### General Terms and Conditions

#### 1.1 POWER OF ATTORNEY:

- 1.1.1 If applicable, Power of Attorney issued by the Board of Directors/ CEO /Chairman/ MD / Company Secretary of the Bidder/ all partners is to be submitted
- 1.1.2 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.
- 1.2 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](http://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**".

1.3 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.

1.4 **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.

1.4.1 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

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

1.4.3 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.

1.4.4 Termination of Contract on account of any other reason (s) attributable to Contractor/ Supplier.

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

1.4.6 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.

- 1.5 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.
- 1.6 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.
- 1.7 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.
- 1.8 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.
- 1.9 The Contractor will be responsible for the quality of the job and will immediately rectify the deficiency pointed out in the job performed.
- 1.10 **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.
- 1.11 **INCIDENTS RESULTING IN TERMINATION OF CONTRACT:** Following incidents will be considered as reason for both; imposition of penalties being in the nature of liquidated damages for breach of contract and may also attract termination of contract prior to its conclusion and the completion of the services assignment as the case may be.

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



f.	In case, the personnel deployed by the Contractor found to have indulged in any criminal activity in BHEL premises.
g.	In case of any misrepresentation while claiming the payment.
h.	In case of non-compliance of any statutory obligations (as stated in this tender document) by the Contractor during the execution of Contract, may results into termination of Contract. In addition to the above, the Contractor shall also be liable for the penalties 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;

1.11.1 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 2 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 2 days from the date of issue of notice, then the Contract may be terminated by BHEL by giving a written communication to the Contractor.

1.11.2 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.

1.12 **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.

1.13 **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.

**SETTLEMENT OF DISPUTES:**

- 1.14 **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.

1.15 **ARBITRATION:**

- 1.15.1 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. Further, 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.

- 1.15.2 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.

1.16 **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.

1.17 **DEFAULT/BREACH OF CONTRACT, INSOLVENCY AND RISK PURCHASE**

1.17.1 If the Service Provider / Contractor fails to provide the required services as per the Contract and failing to adhere to the contract specifications or at any time repudiates or otherwise abandons the contract before expiry of such period 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/Contractor 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/Contractor(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/Contractor'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/Contractor(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/Contractor(Service Provider) and the Seller/Contractor(Service Provider) shall be liable to the purchaser for any excess costs provided that the Seller/Contractor(Service Provider) shall continue the performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The Seller/Contractor (Service Provider) shall on no account be entitled to any gain on such repurchases.

1.17.2 Cost of the purchases/service made by the Purchaser/Service taker at the risk and cost of the seller/Contractor (Service Provider) shall be worked out after levying 5% overheads as departmental charges on the cost of materials / services so purchased/hired.

1.18 **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.

1.19 **DEVIATIONS:** Deviations, if any, may be indicated in format enclosed (Annexure-B). 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.

1.20 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.

1.21 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.

- 1.22 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.
- 1.23 Unless specifically mentioned otherwise, bidder's quoted price shall have deemed to be in compliance with tender including PBD.
- 1.24 **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.**
- 1.25 **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 (Annexure-E) in favor of BHEL after the works are finally accepted or finalization of contract.
- 1.26 The performance of the services will be continuously evaluated by the designated committee/user groups nominated by BHEL.
- 1.27 **Liaisoning with local and state authorities:** Contractor will co-ordinate with state and local authorities for the work being done by it, as needed.
- 1.28 **Due Diligence:** The Bidder is expected to examine all instructions, forms, terms & specifications in the bidding document. Failure to furnish all information required by the bidding document or submission of a bid not responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid.
- 1.29 **OTHER ISSUES**
- 1.29.1 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.
- 1.29.2 Unless otherwise specified in NIT, offers from consortium / JVs shall not be considered.
- 1.29.3 E- invoicing shall be applicable as per direction/norms of government.



- 1.29.4 This contract will be valid initially for a period of four months from the date mentioned on the award of workcopy. 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.
- 1.29.5 Any machine damaged due to mishandling by the person deputed by the vendor shall have to be restored back to its original condition by vendor at their own cost.
- 1.29.6 The successful tenderer shall indemnify BHEL against any compensation that may arise out of any injury or death to any person deputed.
- 1.29.7 Price to be filled-in strictly as per the Price Bid Format (Annexure-A). Price quoted should be firm, final and not subject to any price escalation.
- 1.29.8 If the services of the bidder are found to be unsatisfactory then the contract may be terminated giving one month's written notice, if the bidder does not rectify the non-performance notified, within the aforesaid notice period. Payment for the period up to date of termination of contract i.e., up to end of notice period shall be made on pro-rata basis.
- 1.29.9 Bid shall be received and opened on the due date and time as mentioned above and opening will be in the presence of bidder or their authorized representatives who may like to be present. Bid received after due date & time are liable to be rejected.
- 1.29.10 The breakdown complaints shall be lodged over telephone and they should be attended immediately.
- 1.29.11 The successful tenderer should comply with all statutory requirements applicable for this contract. The successful tenderer shall pay minimum wages applicable (in the state(s) where the service is being rendered) or more to their workforce deployed for execution of work. The successful tenderer shall also ensure compliance of applicable PF & ESI Act for their workforce deployed for execution of work.





**Special Conditions of Contract (SCC)**

<b>Sl. No</b>	<b>Detail</b>	<b>Description</b>
1	Technical Terms	Technical Terms & Conditions
2	Scope of Work	Details related to Scope of Work
3	Validity of Contract	Details related to Validity of Contract
4	Taxes & Duties	Details related to Taxes & Duties
5	Payment Terms	Details related to Payment Terms
6	Penalty Clauses	Details related to Penalty Clauses
<b>Sl. No</b>	<b>Name of Annexure</b>	<b>Description</b>
1	Annexure-A	Price Bid Format
2	Annexure-B	Acceptance Letter/Deviation Certificate
3	Annexure-C	Declaration Certificate
4	Annexure-D	Bidder's Details
5	Annexure-E	No Claim Certificate
6	Annexure-F	Check-list(Summary of compliance to requirement of tender)





The Scope of Work, Terms & Conditions of the tender are mentioned below.

**1.0 TECHNICAL TERMS & CONDITION**

- 1.1 For the purpose of this service, local travel would include areas covered within the city limits or up to 50 km of one-way travel, whichever is higher.
- 1.2 The service provider shall provide AC cars.
- 1.3 It is the responsibility of the service provider to provide one driver per vehicle at all times as per the requirement, while complying the Labour Laws.
- 1.4 During the contract period, the Buyer may increase or decrease the quantity of vehicles and contract period up to 25% and also increase package running mileage and duty hours to the extent of 40% of the values specified in contract for these parameters in such a manner that in no case the contract cost will increase or decrease by 25% of original contract cost. The payment for extra mileage and extra duty hours will be done on pro-rata basis calculated on basic package rate as finalized through this contract.
- 1.5 The vehicle provided shall have all the necessary permits/licenses/clearances such as, but not limited to fitness certificate, PUC, full comprehensive insurance, road permit, registration certificate, as per the Motor Vehicles Act, RTO and other applicable laws and statutory bodies, for providing commercial vehicle for this service.
- 1.6 The vehicle should be in excellent working condition (both internally and externally) at all times. The service provider shall ensure that the vehicles deployed by him are cleaned thoroughly both internally and externally, boot kept clear of dust, rubbish, oil, bad odor and any personal belongings of the driver.
- 1.7 The vehicles deployed shall arrive at designated location on time and with full or sufficient tank of fuel.
- 1.8 The vehicle deployed shall be parked at the Buyer's/ User's premises after the duty hours if desired so by the Buyer/ User and cannot be taken-out without written permission from the Buyer/ User.
- 1.9 The driver(s) of the vehicles must possess a valid driver license and must have a minimum 2 years of driving experience.
- 1.10 The driver(s) of the vehicles must have a working mobile number for easy contact by the passenger. It must also have an active internet connection at all times where google maps can be accessed, to navigate the shortest and/ or fastest route possible avoiding traffic jams. The driver shall be reachable at all times during duty hours.



- 1.11 The driver(s) of the vehicles deployed should maintain polite & courteous behavior towards the buyer/ passenger. "Misbehavior" which may include, but not limited to, consumption of alcohol during or prior to duty, denial of duty during service hours as defined by user, use of abusive language, theft, shall attract penalties as per provisions of the contract.
- 1.12 The Service Provider shall ensure that assigned vehicle and driver report within 24 Hours of confirmation of order or as mutually agreed with the Buyer.
- 1.13 Delay in arrival beyond 30 minutes, shall attract penalties.
- 1.14 The Service Provider shall not sublet any part of the Contract. The Service Provider may act as an aggregator of vehicles/ individual drivers. However, it is the Service Provider who shall be responsible and liable to deliver the services as per the contract.
- 1.15 The time of service provided shall start from the point of pick up to the point of final drop off and the garage hours and km shall not be included.
- 1.16 The Buyer shall be entitled to use the vehicle within the scope of service specified under this contract and at no time during or after the completion of the contract, will the ownership of hired vehicle be transferred to the Buyer.
- 1.17 The vehicle deployed for duty shall at no point of time carry any person other than personnel authorized by the buyer.
- 1.18 The drivers/ staff provided by the service provider shall not be deemed employees of the buyer hence the compliance of the applicable labour laws and acts, Transport Motor workers Act and other relevant laws will be the sole responsibility of the service provider.
- 1.19 Buyer shall not be liable for any damages whatsoever to public property and /or any third person due to any accident arising out of and in the course of deployment of service provider's vehicle.
- 1.20 The buyer will in no way be responsible for violation of traffic rules and /or infringement of any other law for the time being in force, either by the driver of the vehicle or by the service provider.
- 1.21 During the contract period, if the vehicle is seized or detained or requisitioned by Police/Motor Vehicle Authority or any other authorities for whatsoever reasons that will be at the service provider's risk.
- 1.22 Hiring for this service would mean hiring for monthly basis for both local and outstation travel. The service for the selected month will deemed to have completed once the buyer has utilized the monthly usage variant and the additional km and hours within variation of 25% of contract value.
- 1.23 Service Provider shall ensure he level of service required is of the highest professional standard and shall ensure full compliance to the terms and conditions of the contract.
- 1.24 Service Provider shall ensure that proper inspection of vehicle has been done before deploying it to the Buyer/ Consignee location as per the contract.

- 1.25 The Service Provider shall ensure that all maintenance works related to the assigned vehicle will be carried out in duty hours. It shall be ensured that all electrical connections including lights (both brake and front), horn, turn indicators, air conditioning and other vehicle systems shall be periodically checked and maintained by service provider to avoid any inconvenience to the buyer.
- 1.26 The service provider shall provide at his own cost proper uniform and badges and photo identity cards to the drivers in compliance with the Motor Transport Workers Act.
- 1.27 The service provider must ensure that all necessary measures are taken by the driver to ensure passenger safety by avoiding negligent driving by their drivers such as over speeding, rash driving, and driving vehicle without brakes/defective brakes.
- 1.28 The service provider shall take comprehensive insurance cover with third party unlimited liability risk of the vehicles provided to the buyer.
- 1.29 In an event that, for any reason, the drivers provided change their contact number during the tenure of the contract then service provider will immediately notify the buyer of the above change.
- 1.30 The service provider shall be responsible for ensuring compliance with the provisions related to Labour Law [Central/State] and specially Minimum Wages Act, Payment of Wages Act, PF, ESI Act, Payment of Bonus Act, Contract Labour [R&A] Act, Workmen Compensation Act, Motor Vehicle Act, Motor Transport Workers Act, 1961 etc. and any other relevant acts as applicable at present or in future during the tenure of the contract and as may be enforced from time to time. Onus of compliance of all the applicable Laws/Acts/Rules shall rest with the service provider only and the buyer will not be liable in any manner.
- 1.31 The Service Provider shall not deploy or shall discontinue deploying the person(s), if desired by the Buyer and must ensure prompt replacement of the personnel without any additional cost to the Buyer. The personnel being deployed shall ordinarily be continued and should not be changed without written intimation and consultation with Buyer.
- 1.32 A mandatory, detailed contingency plan(s) in the event of mechanical breakdown of each vehicle, for each area of operation shall be provided by the service provider.
- 1.33 In an event that service provider fails to deliver or fails to carry out tasks as per schedule due to non-delivery of vehicle, break-down, servicing and repairs of vehicles, or if the vehicle is seized or detained or requisitioned by Police/Motor Vehicle Authority or any other authorities for whatsoever reasons, the Service Provider at his own cost shall make alternate arrangement by providing similar or higher class of vehicle(s) for which agreement is entered into, without any extra charges. Failure to do so will evoke penalty then buyer shall have right to recover damages as per the provisions of the contract.
- 1.34 The Service Provider would be bound by the conditions with regard to police verification of the deployed staff and their medical fitness.
- 1.35 The Service Provider will deploy experienced drivers knowing the routes of the areas and familiar with the localities for carrying out the services. The service provider shall be personally responsible for any theft, misconduct and /or disobedience on the part of drivers so provided

by him.



- 1.36 The location for reporting shall be provided by the buyer to the service provider.
- 1.37 The Buyer/ passenger must immediately report to the designated representative of the Service Provider any problems, complaints, incidents or accidents that occur during the trip, including any form of inappropriate behavior/ improper uniform by the driver.
- 1.38 It is fundamental that the driver does not under any circumstance directly or indirectly approach, solicit or accept work in any form the buyer/ passenger. If the driver of the vehicle communicates directly with the Buyer/passenger (either by telephone, in writing or verbally, and either before, during or after a trip) to make alter or change the nature of service provided the Buyer must immediately inform the Service Provider.
- 1.39 The service provider will maintain a separate duty slip for each vehicle, which will be signed by the authorized signatory of the buyer/ passenger. Before each car is allotted for duty, the odometer reading shall be noted down by the driver and subsequent entries for starting time/closing time, places visited etc. for each duty during service hours. After completion of duty, the driver shall again note down the odometer reading and get it checked and signed by the user of the vehicle deployed by the buyer. On the basis of each vehicle's duty slip, the service provider shall prepare bills enclosing therewith a consolidated statement of each vehicle's running and original copies of duty slip.
- 1.40 The principal point of contact for the issues arising out of this agreement will be the service provider or a designated representative who shall be any employee of the Service Provider in administrative and managerial capacity and in a position of authority to resolve issues. Nonetheless, the service provider shall be solely responsible for maintaining the quality and level of service provided.
- 1.41 The Service Provider shall maintain a compliant register in the vehicles for the complaints by the passenger travelling in the vehicle.
- 1.42 **Foreclosure:** BHEL reserves the right to terminate the Contract any time prior to the expiry of contract. The contract can be foreclosed with 7 days of notice period. However, on the part of service provider, the contract can be foreclosed with 30 days of advance notice period.

## **2.0 SCOPE OF WORK**

- 2.1 BHEL intends to hire an air-conditioned (AC) Maruti Suzuki Ciaz car (including driver and fuel requirements) for a defined but temporary tenure of four (04) months on a monthly basis for local and outstation travel of individuals.
- 2.2 The Maruti Suzuki Ciaz car shall be used for approximately 2500 Km in 320 hours in a month.
- 2.3 The Maruti Suzuki Ciaz car shall be of following models i.e. 2019- 2020- 2021. Further, the car usage shall not be more than 50,000 Kilometers on the date of contract.





- 2.4 As explained above, BHEL is looking for a packaged service of 2500 Km or 320 hours in a month. However, there is scope of additional running/usage, for which the contractor shall be paid as per usage.
- 2.5 The deployed vehicle must be registered in the same state i.e. Uttar Pradesh & registration shall be in the name of the service provider. The service provider must be in possession of all the relevant documents required by RTO & other statutory bodies for commercial operations. List of such documents is mentioned below for illustration & the service provider must ensure for others if applicable.
- Valid Driving license of the driver deployed.
  - Valid Registration Certificate.
  - Fitness certificate of the Vehicle.
  - Full comprehensive insurance to cover third party & occupants.
  - Valid Pollution Under Control Certificate (PUC).

Further, the service provider must ensure timely renewal of the validity of these documents during the contract with BHEL.

- 2.6 BHEL reserves the right to inspect the vehicle prior to confirming the booking and fuel variant of vehicle.
- 2.7 UNIFORM: Drivers should be neatly dressed with proper uniform and shoes.
- 2.8 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.
- 2.9 The vehicle must report every day at BHEL ROD (Regional Operating Division) Lucknow and the directive for travelling shall be given by nominated person from BHEL ROD Lucknow in the contract.
- Address of BHEL ROD Lucknow:**  
ROD Lucknow B 2 ,  
1st Floor, PICUP Bhawan,  
Gomtinagar, Lucknow 226010
- 2.10 The service provider shall pay the toll charges, parking fee or entry taxes payable locally or outstation which shall later be reimbursed by the Buyer on actual basis as paid by the service provider.
- 2.11 In the event of outstation travel, outstation night charges will be paid to the service provider if the duty hours end between 10:30 pm and 6:00 am at an outstation location.
- 2.12 In the event of any breakdown, servicing & repair of vehicle, the service provider at his own cost shall make alternate arrangements by providing similar or high class of vehicles.





2.13 The vehicle & driver should not be changed frequently. Any such changes should be informed to the nominated authority from BHEL well in advance.

**3.0 Validity of Contract:** The contract duration shall be for a period of **four months** from the date mentioned in the award of contract.

If the services are found to be unsatisfactory, then the contract may be terminated giving seven (07) days written notice to the contractor, If the non-performance notified are not rectified within the aforesaid notice period. Payment for the period up to the date of termination of contract i.e. up to the end of notice period shall be on pro rata basis.

#### **4.0 TAXES & DUTIES: -**

4.1 Price shall be all-inclusive, except GST. The amount towards GST shall be indicated separately as specified in the price format.

4.2 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 CGST Rules, 2017 as amended from time to time. Such invoice shall be submitted within prescribed time limit in the name of BHEL, Corporate Office, BHEL House, Siri Fort, New Delhi.

4.3 Vendor to submit the copy of GST returned along with the bill, so that timely input tax credit can be availed by BHEL.

4.4 Digital tax invoice shall be preferred.

4.5 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.

4.6 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.

4.7 GSTIN of BHEL will be provided to the vendor along with the work order.

4.8 Any statutory changes as and when made applicable by the Government shall become applicable against documentary evidence.

4.9 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.

4.10 Applicable GST shall also be recoverable from the vendor in case of LD recovery/penalty on account of breach of terms of contract.



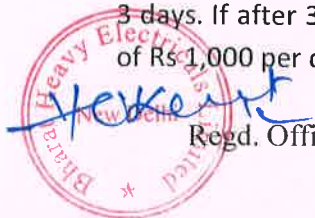
- 4.11 Invoice submitted should be in the format as specified under GST Laws viz. all details as mentioned in Invoice Rules like GSTIN registration number, invoice number, quantity, rate, value, taxes with nomenclature – CGST, SGST, IGST mentioned separately, HSN (Harmonized System of Nomenclature) Code/ SAC (Services Accounting Code) etc.
- 4.12 The contractor has to give an undertaking that GST as mentioned in the invoice has been/will be paid and file return as per respective extant rule.

#### **5.0 PAYMENT TERMS: -**

- 5.1 The monthly bills shall be paid within 15 days of their submission. However, disconnection of services due to delayed payment shall not be permissible. No late fee shall be paid by BHEL. No advance payment shall be paid by BHEL.
- 5.2 No interest shall be payable for delay in making the payment. The vendor shall not be entitled to any interest with respect to any money, which may be due to him from BHEL.
- 5.3 The Payment shall be made only after submission of invoices, logbook, service feedback, non-submission of the same may lead to delay/ deduction in payment.
- 5.4 All the penalties/ fine/ interest (if applicable) will be settled before making the payments. Service Provider shall not have any objection on the same.
- 5.5 Nonetheless any charges borne by the Service Provider with respect to toll charges, parking fee or entry taxes shall be reimbursed on actual basis upon submission of proof of payment.

#### **6.0 PENALTY CLAUSES:**

- 6.1 Driver of deployed vehicle must wear the mask as per govt. guidelines. In case, driver is found without mask, the vehicle shall be returned and a penalty of Rs. 500/- per day shall be imposed.
- 6.2 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. 100 shall be levied on the service provider.
- 6.3 The deployed vehicle must keep a sanitizer spray in the vehicle. Driver shall sanitize the vehicle with the sanitizer spray before the ride. In case, sanitizer is not found in the vehicle and complain is received from user, a penalty of Rs. 200/- shall be imposed per incident.
- 6.4 The deployed vehicle must be registered in the name of service provider. In case of emergency only, the vehicle not registered in name of service provider shall be accepted only for maximum of 3 days. If after 3 days, the service provider fails to provide the vehicle in their name, then penalty of Rs. 1,000 per day shall be applicable.



- 6.5 Failing to comply directive of nominated person from BHEL shall result in levy penalty of Rs 500 per instance.
- 6.6 Misconduct – Chewing of tobacco, smoking, consumption of narcotic substances and alcoholic beverages, misbehavior of the driver during duty shall result in levy penalty of Rs 500 per instance.
- 6.7 Delay in arrival beyond 30 minutes shall attract penalty of Rs 100 per instance per hour.
- 6.8 Total penalty shall not exceed 10% of the contract value.



<b>Price Bid</b>						
Sl No.	Segment	Basic Rate (Rs.) Excluding GST in Figures	Basic Rate (Rs.) Excluding GST in Words	GST in % in Figures	GST % in words	Total Cost (Rs.) including GST
1	Basic monthly charge of Maruti Suzuki Ciaz of 2019 model or later as per scope of work					To be calculated by BHEL
2					Total cost (Rs.) for 4 months=	To be calculated by BHEL

<b>Charges for Add-ons</b>						
Sl No.	Segment	Rate (Rs.) Excluding GST in Figures	Rate (Rs.) Excluding GST in Words	GST in % in Figures	GST % in words	Total Cost (Rs.) including GST
3	Rate of per Outstation Night					To be calculated by BHEL
4	Per Km Rate of Extra distance travelled.					To be calculated by BHEL
5	Per Hour Rate of Extra Hrs used.					To be calculated by BHEL



Signature  
With name, designation & seal of the firm

Acceptance letter / Deviation Certificate

Notwithstanding anything mentioned in our bid, we hereby accept all terms and conditions of this 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.
- 5.

**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 of Price bid) may be treated as null and void by BHEL.

Signature  
With name, designation & seal of the firm





Declaration

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

Signature  
With name, designation & seal of the firm



Bidder's Details

Sl. No.	Bidder's Details	
1	Name of Bidder/ Party/ Firm	
2	Name of Representative	
3	Postal Address	
4	Phone/ Landline Nos.	
5	Mobile Nos.	
6	Fax No.	
7	E-Mail address	
8	Web Site Address (if any)	
9	PAN	
10	GSTIN	
11	Any other information (if any)	
12	Bank details for payment through NEFT/ RTGS	Name of Bank Branch Account No. IFSC No. MICR No.

Note: (i) Submit a cancelled cheque and copy of PAN card for verification of above bank details.

(ii) Submit copy of GSTIN of the firm.

Signature  
With name, Designation & seal of the firm



No claim Certificate

**CERTIFICATE TO BE FURNISHED BY THE CONTRACTOR**

I/We have no claim or demand outstanding against BHEL , Corporate Office, New Delhi for the work done or for labor or material supplied or any other account arising out of or connected with the contract agreement/work order (No.....dated .....) and the payment of this bill shall be in full and final.

Date:

Signature  
With name, Designation & seal of the firm



**ANNEXURE -F**

**CHECK-LIST**

**SUMMARY OF COMPLIANCE TO REQUIREMENT OF TENDER**

<b>SNo.</b>	<b>Description of requirement</b>	<b>Yes/ No/NA</b>	<b>Page Nos.</b>
1	Priced bid as per <b>Annexure – A.</b>		
2	Acceptance letter/ Deviation certificate as per <b>Annexure – B.</b>		
3	Declaration as per <b>Annexure – C.</b>		
4	Bidder's Details <b>Annexure – D</b>		
5	No Claim Certificate <b>Annexure – E</b>		
6	Check List <b>Annexure – F</b>		

Signature  
With name, Designation & seal of the firm

