



भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited
फैब्रिकेशन, स्टैम्पिंग ऐन्ड इंसुलटर प्लांट
Fabrication, Stamping & Insulator Plant (FSIP)
जगदीशपुर / Jagdishpur

TENDER DOCUMENT

For

“Hiring of Vehicle (Car) on monthly basis”



Fabrication, Stamping & Insulator Plant, Jagdishpur
Distt. Amethi (UP) 227 817, INDIA

Registered & Corporate Office: 'BHEL House', Siri Fort, New Delhi 110 049



SPECIAL TERMS AND CONDITIONS

A. PRE QUALIFYING CRITERIA:

Sl. No.	Description of Qualifying requirement	Documentary Proof enclosed
A. Pre-Qualification Requirements:		
1.	Contractor should have The experience of having successfully completed similar Job/ services (“ Similar Job / service ” refers to “ Providing of taxis on monthly basis for local and outstation duties ”) during last 7 years ending last day of month previous to the one before floating tender should be any of the following: (a) Three completed/executed works each costing not less than the amount equal to Rs 14.08 Lakhs. OR (b) Two completed/executed works each costing not less than the amount equal to Rs 17.61 Lakhs. OR (c) One completed/executed work costing not less than the amount equal to Rs 28.17 Lakhs. Copy of such work orders and performance report/completion certificate/inspection clearance report/other equivalent document issued by customer for successful execution of the order is to be submitted. The value of work executed against a framework agreement shall be considered as one completed/executed order. In case of experience in other than BHEL, TDS Certificate from customer shall also be furnished.	Yes/No
2	Average Annual Financial turnover during the last 3 years ending 31 st March of the previous financial year (i.e. for FY 21-22, 20-21 & 19-20) should be Rs 10.56 Lakhs. Audited Profit & loss account and balance sheet to be submitted for FY for FY 21-22, 20-21 & 19-20. In case turnover is less than threshold limit as per section 44AB of applicable Finance Act, in that case unaudited Profit & loss account, balance sheet along with turnover certificate for said 3 years duly certified by Chartered Accountants to be submitted.	Yes/No
3	The vehicle should be registered preferably in the name of bidder/firm of bidder. In case the bidder is offering a vehicle not registered in his name, an agreement between the bidder and vehicle owner shall have to be produced.	Yes/No
4	Copy of PAN Card & GST Registration Certificate duly signed and stamped by the bidder is required.	Yes/No

BHEL reserves the right to verify the documents submitted by the contractor.

In case the Tenderers not fulfilling the above conditions, the offer is liable for rejection. The semi filled, incomplete Tender Documents will be rejected.

.....
We hereby accepted above
(signature & seal of bidder)



.....

B. OTHER TECHNICAL TERMS AND CONDITIONS

1. SCOPE OF WORK:

Providing three numbers Sedan Vehicles on monthly hiring contract basis, vehicle's model should not be older than year 2021. Vehicle should be equipped with Air Conditioner.

Driver, Fuel, registration, insurance and servicing/maintenance of vehicle in bidder's scope. Toll and parking in BHEL's scope which will be reimbursed on actual basis. The vehicle should be provided within 7 days from placement of LOI by BHEL along with all necessary documents.

2. PRE-QUALIFYING CRITERIA:

As per above Clause A.

3. PERIOD OF CONTRACT: The period of contract will be for 02 (Two) years only.

3.1 There will be the provision of extension of Contract period for further period on same terms and conditions based on your satisfactory performance in all respect and depending upon condition of the vehicle. In case of extension of contract the Security Deposit Bank Guarantee is also to be suitably extended.

3.2 BHEL reserves the right to terminate the contract or part of the Contract at any time without assigning any reasons thereof by giving 15 (Fifteen) days' notice in writing after issuing caution letter for two instances of unsatisfactory performances. The Agency shall not be entitled for any compensation by reason of such pre mature termination.

5. SPECIAL TERMS AND CONDITIONS:

The bidder will be required to provide the vehicle as per following terms & conditions:

The term "Company" means BHEL-FSIP", "RE" means Resident Engineer, BHEL- Fabrication, Stamping & Insulator Plant (FSIP), Jagdishpur" and "Bidder" means Owner of the Vehicle"

5.1 Vehicle will be deployed for BHEL Fabrication, Stamping & Insulator Plant (FSIP), Jagdishpur for 24 hours duty including Holidays under the advice of Resident Engineer.

5.2 Vehicles should be provided with proper tires, tool box, and with all important accessories.

5.3 Vehicle will be paid for actual reading of running during month, as per below mentioned situations/scenarios:



Sl. No.	Description of Item	Total I	Total II	Grand Total III
1	Reading/running less than or equal to 2500 Kilometer per month	Quoted Rate for Reading/running less than or equal to 2500 Km	[(Reading Km less than limit of 2500 (i.e. 2500- Actual reading)/20] * (Fuel rate per Ltr during Month of Billing))	Total I - Total II
2	Reading/running greater than 2500 Kilometer per month	Quoted Rate for Reading/running upto 2500 Km	(Actual reading/running in Km beyond 2500 (i.e. Actual reading -2500)*(Per Km Rate beyond 2500 KM given at sl. No. 5.5)	Total I + Total II

- 5.4 Vendor has to quote rate considering monthly run up to 2500 Km/month.
- 5.5 Rate for Extra running KM beyond 2500 KMs shall be Rs. 10.50 per KMs plus PVC if applicable.
- 5.6 Billing for Sl. No. 1 & Sl. No. 2(Both for Total I & Total II columns) mentioned in table 5.3 shall be done considering PVC if applicable.
- 5.7 No extra payment on account of any charge shall be paid, only the quoted rate shall be considered for payment. Bidder should quote the rates assuming one month hire charges excluding toll, and parking. Fuel, driver Registration, insurance and servicing/maintenance of vehicle in bidder's scope.
- 5.8 Vehicle are to operated mainly in Jagdishpur, Sultanpur, Lucknow, however in special case may be deputed for any location with UP or any location in India as per instruction of BHEL officials.
- 5.9 Bidder have to deploy the vehicle as per instruction of Work Order on immediate basis.
- 5.10 Bidder should ensure that enough fuel is filled in vehicle and maintenance and servicing work to be done on regular basis.
- 5.11 For maintenance of vehicle one day permission can be taken during contract period with prior notice to BHEL official. In absence of vehicle arranging alternate vehicle will be responsibility of bidder.
- 5.12 The cost of fuel to be borne by the Bidder of vehicle. The cost of fuel for the purpose of billing shall be the actual rate prevailing at IA Jagdishpur as per decision of BHEL.
- 5.13 The cost of engine oil and other day to day requirements for keeping the vehicle fit for service to be borne by the Bidder of vehicle.
- 5.14 The vehicle hired must have registration certificate, fitness certificate, road tax paid. Challan, insurance certificate and pollution certificate or any other statutory requirement/s as per Government/ RTO rule. Photocopy of the same on subsequent renewals shall be submitted to Resident Engineer (RE) or as and when demanded.
- 5.15 Pollution certificate as per RTO norms will have to be provided during the tenure of the contract or as and when demanded by RE.
- 5.16 Driver must have valid Driving License.
- 5.17 Vendor is solely responsible for payment of Wages/Salaries, allowances, and any obligation under labour laws to his Drivers. BHEL will have no liability whatsoever in this regard.
- 5.18 In case of violation of any Govt. norms the penalty arising out of that shall be borne by bidders and BHEL shall not be responsible for any such claims.
- 5.19 Proper logbook is to be maintained by the bidder for the vehicle hired. The monthly Running Account (RA)/Final bill will be paid only after submission of complete logbook and as certified by RE.
- 5.20 The vehicle deployed should have standard tools, first aid kit and spare tyre in ex-showroom condition.
- 5.21 Kilometer reading meter of the vehicle shall be recorded for payment.



- 5.22 Toll / Border Tax / Parking charges will be borne by BHEL.
- 5.23 In case of non-availability of vehicle for minor / major breakdown, an alternative vehicle shall be with all valid documents shall be arranged by the Bidder. This is allowed only for Seven (7) days within which the repairs be completed.
- 5.24 All expenses towards repair & maintenance, engine (Mobil) oil, damages due to accident, comprehensive insurance, road tax, or any other renewals, etc. shall have to be met by the Bidder of vehicle.
- 5.25 The Bidder has to take necessary Insurance covering for the Vehicle.
- 5.26 The Bidder representative will meet the RE regularly to get instructions regarding the deployment of the vehicle.
- 5.27 In the event of the deployed vehicle meets with any accident, no claim on account of damage to the vehicle or the persons travelling in such vehicle cannot be claimed by the Bidder from BHEL.
- 5.28 Should the vehicle deployed by the bidder meet with an accident due to reasons attributable to the bidder or his employees and cause damage to the persons/property of the company, the bidder shall be liable to make good such losses in the manner as prescribed by the company.
- 5.29 The bidder shall cover this risk adequately by obtaining comprehensive insurance policies. The company shall not bear any expenses on this account.
- 5.30 The bidder shall indemnify the company from all claims for injuries caused to any person whether workmen or not while in or upon the works or the site for the same and the company shall not be liable to defend any claim brought under workmen's compensation act or any of its subsequent amendments.
- 5.31 The company shall further be entitled to recover the amount so paid by way of compensation under the aforesaid act or under any other law by deducting the sum from RA or from any other sum due to him.
- 5.32 The bill along with log book and any other document/s as required by Resident Engineer will be submitted to BHEL Admin office on completion of a month.
- 5.33 Invoice should contain all particulars as per invoice Rules and should include the GST registration number (GSTIN), service accounting code (SAC) apart from all other details mentioned. For any deficiency in services, where a recovery is made / adjusted in supplier bills, the supplier has to raise a credit note on BHEL & upload in GSTN portal. All above rules applicable for invoice also apply for credit note.
- 5.34 In case GST is payable on reverse charge (RCM) invoice should mention that tax is payable on reverse charge.
- 5.35 All services in the course of business or furtherance of business are eligible to credit subject to other compliances listed herein.



6. PVC DURING THE CONTRACT:

The hire charges during the contract period will be revised depending upon increase or decrease in price of fuel by Government. Extra /less payment shall be made for the fuel variation per Km as per following formula:-

$$\text{Increase/ decrease in fuel price per km} = \frac{(\text{Revised Rate of fuel per Liter} - \text{Base Rate of fuel per liter})}{\text{Vehicle average (km / Liters)}}$$

- Base Rate of fuel per liter = Fuel rate per liter as on date of tender floating
- Vehicle average (km / Liters) = 20 Km per liter (will remain firm during contract period)
- Revised Rate of fuel per Liter = Average Rate of fuel as on month/period of RA bill.

Note: Fuel rates will be taken at Industrial Area Jagdishpur for all purpose.

For PVC, Diesel rate shall be applicable.

Revised Rate per km = Quoted Rate +/- Increase/decrease in per km rate (as per above formula)

- This revision in hire charges will be effected for increase or decrease of fuel price by 5% or more on the base rate of fuel for rates per KM charges for all Km.

8. EVALUATION OF OFFERS:

Lowest bidder will be decided on overall cost assuming one month hire charge.

9. Benefit of MSME shall be applicable

MSMEs benefits will be provided in line with Public procurement policy for Micro and Small Enterprises (MSEs), 2012



10. Deductions/LD/Penalty Clause:

In case of noncompliance of the standards of the services to be provided as per this agreement, the buyer would be at liberty to levy such deductions and terminate the contract as per the conditions detailed out below:

#	Nature of	Default	Deductions			Remarks
	Default	Details	1st instance	2nd instance	3rd instance	
1	Non deployment of vehicle/driver (no replacement provided)	Non deployment for 30 min or more, no replacement provided up to 2 hours	Amount of charges for vehicle hired by Buyer from third party	Amount of charges for vehicle hired by Buyer from third party and a deductions of 5% of monthly vehicle hiring cost	Amount of charges for vehicle hired by Buyer from third party and a deduction of 10% of monthly vehicle hiring cost	After 3rd instance, the buyer may terminate the contract or continue to impose the same deduction as imposed for 3rd instance.
2	Non deployment of vehicle/driver (replacement provided)	Non deployment for 30 min or more, replacement provided within to 2 hours	Warning	Deduction of 3% of particular monthly vehicle hiring cost	Deduction of 5% of particular monthly vehicle hiring cost	After 3rd instance, the buyer may terminate the contract or continue to impose the same deduction as imposed for 3rd instance.
4	Breakdown of vehicle during trip (no replacement provided)	No replacement provided up to 2 hours	Amount of charges for vehicle hired by Buyer from third party	Amount of charges for vehicle hired by Buyer from third party and a deduction of 4% of monthly vehicle hiring cost	Amount of charges for vehicle hired by Buyer from third party and a deduction of 8% of monthly vehicle hiring cost	After 3rd instance, the buyer may terminate the contract or continue to impose the same deduction as imposed for 3rd instance.
5	Breakdown of vehicle during trip (replacement provided)	Replacement provided within to 2 hours	Warning	Amount of charges for vehicle hired by Buyer from third party and a deduction of 2% of monthly vehicle hiring cost	Amount of charges for vehicle hired by Buyer from third party and a deduction of 4% of monthly vehicle hiring cost	After 3rd instance, the buyer may terminate the contract or continue to impose the same deduction as imposed for 3rd instance.



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6	Delay in arrival of vehicle/ driver	For 30 mins or more	Warning	Deduction of 1% of monthly vehicle hiring cost	Deduction of 2% of monthly vehicle hiring cost	After 3rd instance, the buyer may continue to impose the same deduction as imposed for 3rd instance.
7	Misbehaviour by driver/ unacceptable behaviour by driver	Any instance	Deduction of Rs. 1000	Deduction of Rs. 2000/-		After 2nd instance, the service provider will have to replace the driver
8	Driver in intoxicated state	Any instance	Deduction of Rs. 2500/-			After 1st instance, the service provider will have to replace the driver. After 2 cumulative instances, buyer may terminate the contract.
9	Failure to address deficiencies pointed out at inspection	Deficiencies not addressed after 24 hours of inspection	Deduction of Rs. 500/-	Deduction of Rs. 800/-	Deduction of Rs. 1000/-	After 3rd instance, the buyer may continue to impose the same deduction as imposed for 3rd instance.



C. Finalization of tender:

Tender will be finalized through normal price bid opening route.

- D.** Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (SBI Rate + 6%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill become due, the amount of performance security due shall be recovered as per terms defined in NIT / Contract, from the bills along with due interest.
- E.** In case there is any GST credit not available to BHEL due to lapse on part of bidder, GST amount shall not be reimbursed.
- F.** First bill of the contract shall be vetted by HSE for compliance of safety guidelines as per terms and conditions of Work Order, if applicable.

G. JURISDICTION: The contract shall be governed, by the law for the time being in force, in the Republic of India. Any matter of dispute arising out of or in connection with this contract shall be under jurisdiction of Amethi (U.P.), court only.

H. Suspension of Business Dealings with Suppliers/ Contractors

The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the firms debarred across BHEL, shall be rejected. The list of firms debarred across BHEL is available on BHEL web site www.bhel.com.

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

1.1. 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.

1.2. Commitment by Bidder/ Supplier/ Contractor:

1.2.1. 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.

1.2.2. 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.

1.2.3. 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 malpractices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on www. bhel.com and/or under applicable legal provisions.

I. Conflict of Interest among Bidders/ Agents :

A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- a) they have controlling partner (s) in common; or
- b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
- c) they have the same legal representative/agent for purposes of this bid; or
- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
- e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid; or
- f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following:
1. The principal manufacturer directly or through one Indian agent on his behalf; and 2. Indian/foreign agent on behalf of only one principal;

or

- g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or
- h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.



- J. In line with notification of the Government of India in the Ministry of Finance (Department of Revenue), No. 17/2022 – Central Tax, dated the 1st August, 2022, **e-invoicing will be applicable to contractor having annual aggregate turnover above INR 10 crores in any of the previous FY beginning from 2017-18 and onwards.**

It is important to note that where a contractor is required to issue an e-invoice but fails to do so, then such invoice would not be treated as a valid invoice under GST law for availing input tax credit (ITC).

Accordingly, Bidders whose Turn Over is more than 10 Cr in a year beginning from FY 2017-18 have to submit following declaration on their letter head for compliance of above:-

"We M/s..... hereby declare that, if contract is awarded to us then we will claim payment only through e-invoices in compliance to the notification of Government of India, Ministry of Finance (Department of Revenue), No. 17/2022 – Central Tax, dated the 1st August, 2022"

K. Payment Term-Payment Days shall be as per following:

Type of Bidder	Payment Terms (Number of days)
Micro & Small Enterprises (MSEs)	45 days
Medium Enterprises	60 days
Non MSME	90 days



Techno-commercial Deviation Sheet

TENDER ENQUIRY NO & DATE:

WORK DESCRIPTION:

DUE DATE OF OPENING:

(Mention any deviations from Tender enquiry if any, else mention "No deviation ")

We hereby confirm that except for above, there are no other Deviation from all terms and conditions mentioned in Tender documents.

Signature of Authorized

Representative /Bidder

Name:

Designation:

Date:

Name of Organization: