

भारत हेवी इलेक्ट्रिकल्स लिमिटेड Bharat Heavy Electricals Limited

(भारत सरकार का उपक्रम / A Government of India Undertaking) (कॉर्पोरेट-कार्यालय / Corporate Office)

(बीएचईएल हाउस, सिरी फोर्ट, नई दिल्ली - 110049 / BHEL HOUSE, Siri Fort, New Delhi - 110049) (फोन /Phone: 011-6633 7421 | ईमेल /Email: sarvdeep@bhel.in)

Notice Inviting Tender

NIT No.: AA: GAX: 25: PR: 3114, Dated: 01-07-2025

Sealed tender is invited for the below mentioned work. Limited tender is invited from all fuel pumps within 4.0 km radius of BHEL house for finalizing a Rate Contract for providing fuel (Petrol & Diesel) to BHEL on credit basis for 2 years, submitted on or before the specified date and time (mentioned below) at the address specified in the tender document.

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			submission of tender	opening of Tender	2 2
1.	Rate Contract for providing fuel (Petrol & Diesel) to BHEL on credit basis for 2 years	02 years	15-07-2025 Up to 15:00 Hrs.	15-07-2025 at 15:30 Hrs.	Tender Box at Ground Floor Rear Block Entrance Lobby, BHEL House, Siri Fort, New Delhi-110049

- > For detail, refer tender documents.
- Average monthly consumption of diesel is 241.67 litres & average monthly consumption of petrol is 4950 litres. BG amount equivalent to one-month fuel expenditure shall be given.
- > Tender documents can be downloaded from BHEL web site (www.bhel.com) or from CPP portal (http://eprocure.gov.in). All subsequent corrigendum/amendment shall be published only on website and not in press. Hence, bidders are advised to always be in touch with our said website until the tender is finally opened.
- > The bidders are requested to submit their most competitive rates along with all tender documents duly signed and stamped on each page. BHEL will not be responsible for any delay in receipt of tender(s), sent by post / courier.
- > Late Tender is liable for rejection.

In case of any clarification the bidder can contact undersigned on Telephone No.-011-66337421 or at e-mail: sarvdeep@bhel.in.

Sarvdeep Malhan Engineer (HR-GAX)



PH: 011-66337421 e-mail: sarvdeep@bhel.in

Section -I GENERAL CONDITIONS OF TENDER

1.1. GENERAL INSTRUCTION TO BIDDERS

Bidders are advised to study all the tender documents carefully. Any submission of tender by the bidder shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implications thereof. Should the bidders have any doubt about the meaning of any portion of the Tender Specification or find discrepancies or omissions in the tender documents issued are incomplete or shall require clarification on any of the technical aspect, the scope of supply/work etc., he shall at once, contact the authority inviting the tender well in time (so as not to affect last date of submission) for clarification before the submission of the tender. Bidder's request for clarifications shall be with reference to Sections and Clause numbers given in the tender documents. The specifications and terms and conditions shall be deemed to have been accepted by the bidder in his offer. Non-compliance with any of the requirements and instructions of the tender enquiry may result in the rejection of the tender. In case any typing error/other clerical errors is noticed by the bidder, in the tender documents, the same must be pointed out and got clarified before submission of offer, or else, BHEL's interpretation shall prevail & shall be binding on the bidder.

It is understood that the bidder participating against this tender has accepted all terms and conditions. No deviation w.r.to any clause shall be acceptable to BHEL. Further, it is also understood that the Bid submitted by bidder complies with the total technocommercial requirements/ terms and conditions of the bidding document and subsequent addendum/corrigendum (if any) without any deviation/ exception/comments/ assumptions.

By participating in this tender, bidder undertake that the Bidding Document shall be deemed to form part of their bid and in the event of award of work to them, the same shall be considered for constitution of Contract Agreement.

- 1.2. <u>TENDER EVALUATION / EVALUATION OF BIDS</u>: Tender evaluation shall be carried out on the basis of terms & conditions specified in the tender documents and changes thereof, if any, shall be communicated to all the bidders before price bid opening.
 - 1.1.1 Technical Bids submitted by the bidder will be opened first and evaluated for fulfilling the Pre-Qualification criteria and other conditions in NIT/Tender documents, based on documentary evidences submitted along with the offer.
 - 1.1.2 <u>Bidding Process</u>: BHEL shall be resorting to conventional sealed envelope price bid for ranking & evaluation of lowest cost service provider.



PH: 011-66337421 e-mail: sarvdeep@bhel.in

1.3. **REJECTION OF TENDER**

- a) BHEL reserve the right to cancel the tender or reject the lowest or any tender or accept any tender in full or in part without assigning any reasons whatsoever.
- b) Conditional tenders, unsolicited tenders, tenders which are incomplete or not in the form specified or defective or have been materially altered or not in accordance with the tender conditions, specifications etc., are liable to be rejected.
- c) Tenders are liable to be rejected in case of unsatisfactory performance of the tenderer with BHEL, or tenderer under suspension (hold/banning /delisted) by any Unit / Region / Division of BHEL or tenderers who do not comply with the latest guidelines of Ministry/Commissions of Govt. of India.
- d) If a bidder who is a proprietor expires after the submission of his tender or after the acceptance of his tender, BHEL may at their discretion, cancel such tender. If a partner of a firm expires after the submission of tender or after the acceptance of the tender, BHEL may then cancel such tender at their discretion, unless the firm retains its character.
- e) BHEL will not be bound by any Power of Attorney granted by changes in the composition of the firm made subsequent to the execution of the contract. They may, however, recognise such power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.
- f) If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract if awarded and forfeit any money due.
- g) Canvassing in any form in connection with the tenders submitted by the Tenderer shall make his offer liable to rejection.
- h) In case the Proprietor, Partner or Director of the Company/Firm submitting the Tender, has any relative or relation employed in BHEL, the authority inviting the Tender shall be informed of the fact as per specified format, along with the Offer. Failing to do so, BHEL may, at its sole discretion, reject the tender or cancel the contract "The 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 commits 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



PH: 011-66337421 e-mail: sarvdeep@bhel.in

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".

1.4. The Bidder 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.

1.5. MSE, Start-UP, MII & Splitting of Work

a) PROVISIONS FOR MICRO AND SMALL ENTERPRISES (MSEs)

Norms for Micro, Small and Medium Enterprises in public procurement shall be relaxed in line with policy circular no 1(2)(1)/2016-MA dated 10-03-2016 issued by Ministry of Micro, Small and Medium Enterprises & Public Procurement Policy for the Micro and Small Enterprises (MSEs) Order 2012 and subsequent amendments dated 09.11.2018, 26.06.2020 & 16.06.2021. Traders/resellers/distributors/authorized agents will not be considered for availing benefits under Public Procurement Policy for MSE, Order 2012 as per MSE guidelines issued by MoMSE. The benefits of Public Procurement Policy shall be given to only those MSEs who are eligible as per Public Procurement Policy for MSE, Order 2012.

The relevant document(s), if submitted should be valid on the last date of bid submission including bid extension (if any)

b) PROVISIONS FOR START-UP

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





PH: 011-66337421 e-mail: sarvdeep@bhel.in

The relevant document(s) if submitted, should be valid on the last date of bid submission including bid extension (if any).

- c) Preference to Make in India: For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017, 28.05.2018, 29.05.2019, 04.06.2020, 16.09.2020, 06.09.2022 & DoE OM dated 23.07.2020, 18.05.2023 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/ PO/ WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement, same shall be applicable.
- d) Traders are excluded from the preview of Public Procurement Policy.
- e) For applicability of MSE and Start-up clauses (if any), the documents valid as on the date of Part-I bid opening (including bid extension) shall be considered.
- f) Participating MSEs quoting price within price band of L1+15 % shall be considered for award of work by bringing down their price to L1 price in a situation where L1 price is from someone other than MSE. In case of more than one such MSE, MSE with lowest price shall be given the first option to match the L1 price. This clause shall be read in conjunction with clause (g) below.
- g) <u>Division of work:</u> As per the order of priority enumerated in Department of Expenditure O.M. dated 18.05.2023 Possible scenarios can be as under:
 - i. L-1 is "MSE Class-I local supplier Contract is awarded to L-1.
 - ii. L-1 is not "MSE Class-I local supplier" but the "MSE Class-I local supplier" falls within 15% margin of purchase preference Purchase preference is to be given to lowest quoting "MSE Class-I local supplier". If lowest quoting "MSE Class-I local supplier" does not accept the L-1 rates, the next higher "MSE Class-I local supplier" falling within 15% margin of purchase preference is to be given purchase preference and so on.
 - iii. If conditions mentioned in sub paras (i) and (ii) above are not met i.e. L-1 is neither "MSE Class-I local supplier" nor "MSE Class-I local supplier" is eligible to take benefit of purchase preference, the contract is to be awarded/ purchase preference to be given in different possible scenarios as under:
 - A. L1 is "MSE but non-Class-I local supplier" or "Non-MSE but Class-I local supplier Contract is be awarded to L1.
 - B. L1 is "Non-MSE non-Class-I local supplier First purchase preference to be given to MSE as per PPP-MSE Order. If MSE not eligible/ does not accept purchase preference to be given to Class- I Local supplier as per PPP-MII Order.





PH: 011-66337421 e-mail: sarvdeep@bhel.in

If Class-I Local supplier also not eligible/ does not accept contract to be awarded to L-1.

- 1.6. BHEL shall not be liable for any expenses incurred by the bidder in the preparation of the tender irrespective of whether the tender is accepted or not.
- 1.7. **SUBLETING:** The successful bidder should not sub-contract part or complete scope detailed in the tender specification undertaken by him without written permission of BHEL. The bidder is solely responsible to BHEL for the work awarded to him.
- 1.8. **TERMINATION OF CONTRACT ON DEATH**: 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.
- 1.9. Lowest prices received against Tender need not be the acceptable to BHEL and in that case BHEL would not consider the same for award of Contract. BHEL may re-float the Tender if L1 price is not the lowest acceptable price to BHEL inter-alia other reasons. In the event of the final L1 prices are not reasonable / acceptable to BHEL, BHEL also may resort to short closure of this Tender.
- 1.10. **Compensation**: BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life / permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below.
 - a) Victim: Any person who suffers permanent disablement or dies in an accident as defined below.
 - b) Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/ operation and works incidental thereto at BHEL factories/ offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works / during working at BHEL Units/ Offices/ townships and premises/ Project Sites.
 - c) Compensation in respect of each of the victims:
 - In the event of death or permanent disability resulting from Loss of both limbs: ₹10,00,000/- (Rupees Ten Lakhs).
 - In the event of other permanent disability: ₹7,00,000/- (Rupees Seven Lakhs).
 - d) Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to Section 2 (I) of the Employee's Compensation Act, 1923."





PH: 011-66337421 e-mail: sarvdeep@bhel.in

1.11. LANGUAGE

- a) The bidder shall quote the "Rate" in English language and international numerals ONLY. The "Rate" shall be entered in figures as well as in words. "Rate" shall be considered up to TWO decimal points only. Digits beyond TWO decimal points will be ignored and not rounded off. No representations on this account shall be entertained.
- b) All correspondence and documents relating to the bid exchanged by the Bidder and BHEL shall be written in the English language. Any printed literature/certificate/any other document furnished by the Bidder may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purpose of interpretation of the Bid the English translation shall prevail.
- c) Currencies for this tender & Payment: Indian Rupees (₹) only.
- d) Singular & Plural: Words importing the singular number shall also include the plural and vice versa, where the context requires.
- e) Headings and Marginal Headings: The headings and marginal headings in NIT are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or to be taken into consideration in the interpretation or construction thereof or the contract.
- 1.12. **PRICE DISCREPANCY / CORRECTION OF ARITHMETIC ERRORS**: Provided that the bid is substantially responsive, BHEL shall correct arithmetical errors on the following basis:
 - a) If, in the price structure quoted for the required goods / services / works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
 - b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
 - d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser i.e. BHEL, the bid is liable to be ignored.

1.13. TENDER EVALUATION / EVALUATION OF BIDS:

a)

Tender evaluation shall be carried out on the basis of documents required and commercial terms & conditions specified in the tender documents.

If the "Rate" is not filled up in the Price-bid and is not as per the requirements of the Bidding Documents, the same shall be omitted from evaluation.



PH: 011-66337421 e-mail: sarvdeep@bhel.in

1.14. <u>VALIDITY OF OFFER & CONTRACT</u>: Offers shall remain valid for 120 days' period from the due date of submission of bid (including extension, if any). In case BHEL calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the bidder(s). In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', BHEL may request the Bidders to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by email. A Bidder may refuse the request without forfeiture of his EMD.

1.15. 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.

1.16. **EVALUATION CRITERIA**

- a) Bidder shall quote their prices in the prescribed format only i.e. Price Bid (Annexure-C) enclosed for items given therein. Price quoted in any other format shall not be considered for evaluation.
- b) Evaluation shall be done on the basis of figure arrived at S.No. 08-E of the price bid at Annexure-C.
- c) In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders. In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss / draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s). Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.
- d) **DISCREPANCIES & ADJUSTMENT OF ERRORS:** Price to be given in words as well as in figures without any correction / overwriting. Care should be taken to ensure that the amount in words and figures match with each other. In case of any mismatch between the prices quoted in figures and words, higher of the two will be considered for evaluation and lower of the two will be considered for placement of the order and no objection would be entertained by BHEL in this regard. Similarly, if there is an error in calculation, the calculation shall be corrected by BHEL. In such a case (i.e. in case of calculation error in the amount quoted by the bidder and corrected by BHEL), higher of the two will be considered for evaluation and lower will be considered for placement of the order and no objection would be entertained by BHEL in this regard.





PH: 011-66337421 e-mail: sarvdeep@bhel.in

SECTION-II

COMMERCIAL TERMS & CONDITIONS OF TENDER

2.00 **PAYMENT TERMS:**

- 2.00.1 Best efforts shall be made to release the payment within 15 working days from the date of receipt of invoices, in duplicate, along with the vehicle-wise petrol slips / vouchers, duly signed by BHEL authorized official & the driver. BHEL shall prefer fortnightly billing. The remittance of payment shall be through NEFT.
- 2.00.2 The Contractor will have to intimate the bank account number, and other details of the bank to enable BHEL to credit the payments into the account.
- 2.00.3 No interest shall be payable for delay in making the payment. The Contractor shall not be entitled to any interest with respect to any money which may be due to him from BHEL.

2.01 TAXES & DUTIES:

- 2.01.1 To enable BHEL to avail GST Input tax credit, Contractor shall submit GST compliant tax invoice (if applicable) containing all the particulars as stipulated under Invoice Rules of GST Law. Payment shall be made to the Contractor only after submission of GST complaint Tax invoice (if applicable). The Contractor shall raise GST compliant invoice (if applicable) affixing GSTIN of BHEL's unit availing the works.
- 2.01.2 If BHEL is liable to discharge tax liability under the Reverse Charge Mechanism, the service provider shall provide all necessary documents within 10 days from date of completion of service to enable BHEL to meet the GST liability (if applicable). Any implications arising from a delay shall be the responsibility of the service provider and will be charged to the service provider's account.
- 2.01.3 The service provider has to submit their GST registration certificate (if applicable) along with a declaration regarding applicability of GST Reverse Charge (if applicable) to respective BHEL Unit/region along with the bid.
- 2.01.4 Any statutory changes as and when made applicable by the Government shall become applicable against documentary evidence. However, no increase in price on account of statutory increase in the rate of GST (if applicable) taking place during the period of delivery period extension with liquidated damages shall be admissible. Nevertheless, the Buyer shall be entitled to the benefit of any decrease in price on account of reduction in GST (if applicable) taking place during extended delivery period.



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- 2.01.5 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.
- 2.01.6 In case the Input Tax Credit of GST (if applicable) is denied or demand is recovered from BHEL on account of any act/ omission of the Contractor in this regard, the Contractor shall be liable in respect of all claims of tax, penalty and / or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. BHEL shall have the right to recover such amount from any payments due to the Contractor or from Performance Security, or any other legal recourse from the said Contractor. If any tax is required to be paid by the Contractor in pursuance of any demand from tax authorities, on account of Contractor's suppression of facts, fraud or will full misstatement of facts while offering the products or submitting the bids, then the same shall not be passed on to BHEL through debit notes or Invoices or Supplementary Invoices and the contractor shall be solely liable for payment of the same.
- 2.01.7 To enable BHEL to avail GST Input tax credit (if applicable), Contractor shall submit GST compliant tax invoice (if applicable) containing all the particulars as stipulated under Invoice Rules of GST Law. The Contractor shall raise GST compliant invoice (if applicable) affixing GSTIN of BHEL's unit availing the works.
- 2.01.8 GSTIN of respective BHEL Unit will be provided to the Contractor along with the site clearance instructions/ order issued by respective Unit for SITC.
- 2.01.9 Applicable GST shall also be recoverable from the Contractor in case of LD recovery/penalty on account of breach of terms of contract/ any penalty for the contract.
- 2.01.10 GST amount (if applicable) shall be released only after confirmation from GST portal that such invoice has been declared in GSTR-1 return filed by contractor and is available in GSTR-2B of BHEL within the stipulated time for the relevant period and tax amount thereon has been paid by contractor to Govt. within the stipulated time period as per GST Law.
- 2.01.11 The contractor has to give an undertaking that GST (if applicable) as mentioned in the invoice has been/will be paid and also file return as per respective extant rule.

2.02 **Penalty Terms:** In case of reporting of unsatisfactory services / complaint of misbehaviour of contractor's staff, etc., BHEL reserves the right to impose a penalty, which shall be deducted



PH: 011-66337421 e-mail: sarvdeep@bhel.in

from the subsequent bill. The total penalty amount in any month shall not exceed 2% of monthly bill under any circumstance.

- a. In case of unsatisfactory service in the course of refuelling, a penalty of Rs. 500 shall be deducted. In case of more than 1 unsatisfactory service in a month an additional 0.5 % of the amount of monthly bill will be deducted per unsatisfactory service limited to maximum 2.00 % of the monthly bill.
- b. In case of misbehaviour of contractor's staff the penalty of Rs. 500 per such complaint shall be deducted from the monthly bill.

2.03 **POWER OF ATTORNEY:**

- 2.03.1 In case of a Single Bidder, Power of Attorney issued by the Board of Directors/ CEO /Chairman/ MD / Company Secretary of the Bidder/ all partners is to be submitted
- 2.03.2 In case of Partnership firm/any person authorized in terms of Deed of LLP/Proprietor in favour of the authorized employee(s) of the Bidder, in respect of the particular tender for signing the Bid and all subsequent communications, agreements, documents etc. pertaining to the tender and to act and take any and all decision on behalf of the Bidder, is to be submitted.
- 2.04 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**.
- 2.05 **BREACH OF CONTRACT AND TERMINATION:** Following cases shall be considered as terms of breach of contract:
 - a) 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.
 - b) Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.
 - c) 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.

Supplier. If at any time the service provider defaults in proceeding with the work with due diligence and continues to do so or commit any default in complying any of the tender



PH: 011-66337421 e-mail: sarvdeep@bhel.in

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.

- e) Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL. The Contractor is solely responsible to BHEL for the work awarded to him.
- f) Non-compliance to any contractual condition or any other default attributable to Contractor/ Supplier.

Recovery in case of Breach of Contract

In case of breach of contract, 10% of the contract value shall be recovered from the contractor. The recovery shall be made from Security Deposit (if any)/ Retention Money (if any)/ available bills in the unit pacing P.O. In case 10% amount is not recovered from these instruments the balance amount shall be recovered from the bills available in any of the BHEL unit(s)/Division(s).

Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure etc., shall be applied as per provisions of contract.

2.06 **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			
	In the event of external factors (like natural disasters) which are beyond the control			
a.	of the Contractor or BHEL.			
	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			
b.	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.			
	Without prejudice to any of the rights or remedies under this contract, if the			
d.	contractor dies, the accepting officer shall have the option of terminating the contract			
	without compensation to the contractor's authorized survivors.			
	In the event of cancellation of any of the licenses or statutory permissions required			
e. for carrying out the services.				
	In case, the personnel deployed by the Contractor found to have indulged in any			
f.	criminal activity in BHEL premises.			



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g.	In case of any misrepresentation while claiming the payment.	
	In case of non-compliance of any statutory obligations (as stated in this tender	
l.	document) by the Contractor during the execution of Contract, may results into	
termination of Contract. In addition to the above, the Contractor shall also		
for the penalties provided under the respective statute.		
i.	In case of repeated violation of any of the terms of the agreement despite giving	
1.	warnings on different occasions.	
	specified in the Contract, or any extension thereof granted by BHEL,	
j.		
k.		

- 2.06.1 The grounds mentioned herein (above) are not exhaustive but merely illustrative. BHEL reserves its rights to terminate the Contract (in whole or in part) at any time in the event the Contractor has contravened any provision of the Contract or any other legal requirement or due to repeated/habitual non-adherence to the qualitative, quantitative and time requirements stipulated in the Contract after giving a notice of 30 days for rectification of the same. If the Contractor has not rectified/ corrected the deficiencies stated in the written notice issued by BHEL, within the period of 30 days from the date of issue of notice, then the Contract may be terminated by BHEL by giving a written communication to the Contractor.
- 2.06.2 In the event of the termination of the Contract for any reason whatsoever, BHEL's liability shall only extend to making payment to the Contractor of the Contract Price accruing (prorated, if necessary) up to the date of termination for actual services rendered by the Contractor after making all deductions that BHEL is entitled to make pursuant to provisions of this Contract. BHEL shall not have any liability to pay to the Contractor any compensation or reimburse any costs incurred by the Contractor and the Contractor hereby waives any claim for compensation for losses/damages and/or reimbursement of costs.
- 2.07 **SUBLETING:** The Contractor should not sub-contract part or complete work detailed in the tender specification undertaken by him without written permission of BHEL. The Contractor is solely responsible to BHEL for the work awarded to him.
- 2.08 **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.

SECRECY 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,

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2.09



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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:

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

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

2.11 **ARBITRATION**:

2.11.1 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.

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



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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.

2.11.2 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.

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



PH: 011-66337421 e-mail: sarvdeep@bhel.in

as above for further necessary action. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for a period exceeding 90 (Ninety) days, either party may at its option terminate the contract without any financial repercussion on either side.

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

- 2.14 BHEL may decide holding of pre-bid discussion [PBD] with intending bidder as per date indicated in the NIT. The bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Bidder shall plan their visit accordingly. The outcome of pre-bid discussion (PBD) shall also form part of tender.
- 2.15 In the event of any conflict between requirement of any clause of this specification/ documents/drawings/data sheets etc. or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting/submission of offer, else BHEL's interpretation shall prevail. In this regard decision of BHEL shall be final and binding.
- 2.16 Unless specifically mentioned otherwise, bidder's quoted price shall have deemed to be in compliance with tender including Pre-Bid-Discussion.
- 2.17 If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on http://www.bhel.com/ and/ or under applicable legal provisions".
- 2.18 <u>Due Diligence</u>: 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.



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2.19 **Composition Of Bids**

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

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

- a. Part-I (Techno-Commercial Bids)
- i) The Part-I bid shall contain all details and documents required in the tender document along with except price bid (Each and every page should be signed and stamped).
- b. Part-II (Price Bid)

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

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

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





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Annexure -A

Scope of Work & Pre- Qualifying Requirements (PQR)

3. Scope of Work:

3.1. BHEL intents to finalize a rate contract for lifting of fuel on credit basis for official cars & DG Set at BHEL House. The tentative requirement for a period of 02 years is as follows.

Requirement for 02 years:

Table A

Sl. no.	Consumed by	Diesel	Petrol
1	Corp. Office	-	1,10,633.01
2	Power Sector-HQ	-	8,169.00
3	DG Genset (C.O)	5,800.00	-
Gross Total		5,800.00	1,18,802.01

- 3.2. From above requirement, it can be inferred that on average monthly consumption of diesel is 241.67 litres & average monthly consumption of petrol is 4950 litres.
- 3.3. The successful bidder / fuel station shall supply petrol (approx. 4950 litres/month) & diesel (approx. 241.67 Litres / month) for BHEL official cars and DG set, as and when required. At the time of award of the contract, a list of BHEL owned cars, with details of car registration no., make of the car, and the name of the driver shall be communicated by BHEL. The number of vehicles may increase or decrease at any point of time during the contract. In addition, one diesel generator is installed in BHEL House, Asian Games Village, Siri Fort, New Delhi. The successful bidder shall be required to maintain two separate accounts, one each for the Corporate Office and Power Sector.
- 3.4. Based upon the present requirement, if required, BHEL shall furnish bank guarantee equivalent to the sum desired by the successful fuel station, maximum up to one month's purchase of petrol / diesel. The amount of BG so furnished by BHEL at the time of award of contract shall remain firm during the validity of the contract. For calculating the BG amount the fuel price as on date 01-05-2025 shall be admissible, irrespective of extension in bid submission and part-1 bid opening date (if any).
- 3.5. Any increase / decrease in the prices of petrol / diesel, notified by the concerned oil Company shall be admissible during the course of the contract based on documentary evidence for such an increase / decrease.
- 3.6. <u>Prevailing Fuel Price</u>: For calculation purpose fuel rates prevailing as on date 01-05-2025 has been considered. Please note above is for calculation only & the payment for all the purchases shall be done on the basis of prevailing rate of fuel on the date of purchase.



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- 3.7. The successful fuel station shall issue a Credit Book(s) / booklets containing vouchers / slips for fuelling respective car(s). The petrol shall be supplied only on presentation of the slip, duly signed by the authorized official of BHEL.
- 3.8. BHEL shall communicate the name of the authorized officials of BHEL who would be signing the slips for drawing petrol. Similarly, an official shall be authorized for taking diesel from the fuel station.
- 3.9. The fuel station shall forward a copy of the slip duly signed by the driver & authorized official of BHEL along with their bill(s).
- 3.10. **Contract Period:** The contract shall be awarded initially for a period of two years which may be extended further on the same rate & terms with mutual consent in writing.
- 3.11. In the price bid format, 'RD' is round trip road travelling distance to the fuel station from BHEL House, Siri-Fort, New Delhi-110049. This distance shall be in km's. with up to 2 decimal places.
- 3.12. BHEL reserves the right to increase /decrease the no. of cars and consequential quantity of petrol /diesel during the period of contract, including the extended period, if any.
- 3.13. In case of any clarification / doubt, bidders may contact the tender document issuing authority, i.e. Shri Sarvdeep Malhan, Engineer (HR-GAX) through Email id: sarvdeep@bhel.in or Mob: 8006600142, before submission of their offer.
- 3.14. Foreclosure: This contract will be valid initially for 02 years from the date mentioned in the award of work. However, BHEL reserves the right to terminate the contract at any time inbetween by giving 30 days' written notice to the contractor without assigning any reason, for which the supplier will not have any claim whatsoever.





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Annexure-B

PQR & Documents Required Against PQR

4. Pre- Qualifying Requirements (PQR)

- 4.1. The bidder must have a valid PAN Card.
- 4.2. Fuel stations must have a functional lease / contract / agreement with respective fuel companies valid on last date of bid submission including extensions (if any).
- 4.3. Fuel stations must provide an undertaking in the format of Annexure G (on letter head of bidder) to ensure functional lease / contract / agreement with respective fuel companies with validity for next 2.5 years from the last date of bid submission including bid extension (if any).
- 4.4. Acceptance of only BG (Annexure-F) as security given by BHEL for lifting of fuel on credit basis, which shall be equivalent to maximum 1 month's billing amount, based on estimated consumption & prevalent fuel rates (as on 01-05-2025). No other instrument of advance payment shall be used.
- 4.5. Make in India Compliance: The bidder shall submit the document complying Public Procurement (Preference to Make in India), Order 2017.
- 4.6. No deviation (Annexure-D) from any of the tender terms & conditions.

<u>Note</u>: In case of any deviation from tender terms / conditions, the same shall be indicated clearly ONLY in the deviation / No deviation Certificate at Annexure –D.

5. Documents Required Against PQR

- 5.1. Copy of PAN Card.
- 5.2. Copy of a valid functional lease / contract / agreement with respective fuel companies valid on last date of bid submission including extensions (if any)
- 5.3. An undertaking in the format of Annexure G (on letter head of bidder).
- 5.4. Acceptance of BG as only advance payment method as security on Annexure F.
- 5.5. Declaration of Make in India on letter head of bidder in Annexure J.

5.6. No Deviation in Annexure-D format.

Signature

With Name, Designation & Seal of the Firm



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Price Bid

SI.No. Description A B 1 Estimated consumption per month (in Litres) 495 2 this shall keep on revising in line with revision from Oil Marketing companies) ₹ 92 3 Estimated fuel billing per month (in ₹) ₹ (Quote in ₹/Litre up to two decimal place) ₹ 4,69, 4 Discount offered i.e. Less (Quote in ₹/Litre up to two decimal place) ₹ (Litre up to two decimal place) ₹ (Litre up to two decimal place) 5 Corresponding Discount Amount (sl. no 04 x sl. no 01) To b 6 fuel pump to BHEL House in Km up to 2 decimal places). To b 7 Refuelling cost per kilometre per month of all fleet i.e. ₹ 1,140.00) To b 8 Final evaluation value (₹) To b		rice blu			
Estimated consumption per month (in Litres) Prevailing Rate (all-inclusive) as on 01-05-2025 i.e. estimate date (in ₹. per litre; this shall keep on revising in line with revision from Oil Marketing companies) Estimated fuel billing per month (in ₹.) Discount offered i.e. Less (Quote in ₹/Litre up to two decimal place) Corresponding Discount Amount (sl. no 04 x sl. no 01) Effect of distance (The bidder to quote round trip distance by road from their fuel pump to BHEL House in Km up to 2 decimal places). Corresponding Amount adjusting for distance effect (round trip distance in KM x Refuelling cost per kilometre per month of all fleet i.e. ₹ 1,140.00) Final evaluation value (₹)	SI.No.	Description	Petrol	Diesel	Total
Estimated consumption per month (in Litres) Prevailing Rate (all-inclusive) as on 01-05-2025 i.e. estimate date (in ₹. per litre; this shall keep on revising in line with revision from Oil Marketing companies) Estimated fuel billing per month (in ₹.) Discount offered i.e. Less (Quote in ₹/Litre up to two decimal place) Corresponding Discount Amount (sl. no 04 x sl. no 01) Effect of distance (The bidder to quote round trip distance by road from their fuel pump to BHEL House in Km up to 2 decimal places). Corresponding Amount adjusting for distance effect (round trip distance in KM x Refuelling cost per kilometre per month of all fleet i.e. ₹ 1,140.00) Final evaluation value (₹)	A		U	Ο	E = C + D
Prevailing Rate (all-inclusive) as on 01-05-2025 i.e. estimate date (in ₹. per litre; this shall keep on revising in line with revision from Oil Marketing companies) Estimated fuel billing per month (in ₹.) Discount offered i.e. Less (Quote in ₹/Litre up to two decimal place) Corresponding Discount Amount (sl. no 04 x sl. no 01) Effect of distance (The bidder to quote round trip distance by road from their fuel pump to BHEL House in Km up to 2 decimal places). Corresponding Amount adjusting for distance effect (round trip distance in KM x Refuelling cost per kilometre per month of all fleet i.e. ₹ 1,140.00) Final evaluation value (₹)	-	Estimated consumption per month (in Litres)	4950.00	241.67	NA
Estimated fuel billing per month (in ₹.) Discount offered i.e. Less (Quote in ₹/Litre up to two decimal place) Corresponding Discount Amount (sl. no 04 x sl. no 01) Effect of distance (The bidder to quote round trip distance by road from their fuel pump to BHEL House in Km up to 2 decimal places). Corresponding Amount adjusting for distance effect (round trip distance in KM x Refuelling cost per kilometre per month of all fleet i.e. ₹ 1,140.00) Final evaluation value (₹)	2	Prevailing Rate (all-inclusive) as on 01-05-2025 i.e. estimate date (in ₹. per litre; this shall keep on revising in line with revision from Oil Marketing companies)	₹ 94.81	₹ 87.71	ΝΑ
Discount offered i.e. Less (Quote in ₹/Litre up to two decimal place) ₹ Corresponding Discount Amount (sl. no 04 x sl. no 01) Effect of distance (The bidder to quote round trip distance by road from their fuel pump to BHEL House in Km up to 2 decimal places). Corresponding Amount adjusting for distance effect (round trip distance in KM x Refuelling cost per kilometre per month of all fleet i.e. ₹ 1,140.00) Final evaluation value (₹)	Ж	Estimated fuel billing per month (in ₹.)	₹ 4,69,309.50	₹ 21,196.88	₹ 4,90,506.38
Corresponding Discount Amount (sl. no 04 x sl. no 01) Effect of distance (The bidder to quote round trip distance by road from their fuel pump to BHEL House in Km up to 2 decimal places). Corresponding Amount adjusting for distance effect (round trip distance in KM x Refuelling cost per kilometre per month of all fleet i.e. ₹ 1,140.00) Final evaluation value (₹)	4	Discount offered i.e. Less (Quote in ₹/Litre up to two decimal place)	₩	₩	NA
Effect of distance (The bidder to quote round trip distance by road from their fuel pump to BHEL House in Km up to 2 decimal places). Corresponding Amount adjusting for distance effect (round trip distance in KM x Refuelling cost per kilometre per month of all fleet i.e. ₹ 1,140.00) Final evaluation value (₹)	5	Corresponding Discount Amount (sl. no 04 x sl. no 01)	To be calculated by BHEL	ited by BHEL	To be calculated by BHEL
Corresponding Amount adjusting for distance effect (round trip distance in KM x Refuelling cost per kilometre per month of all fleet i.e. ₹ 1,140.00) Final evaluation value (₹)	9	Effect of distance (The bidder to quote round trip distance by road from their fuel pump to BHEL House in Km up to 2 decimal places).		Km	NA
Final evaluation value (₹)	7	Corresponding Amount adjusting for distance effect (round trip distance in KM x Refuelling cost per kilometre per month of all fleet i.e. ₹ 1,140.00)	To be calcula	To be calculated by BHEL	To be calculated by BHEL
	8	Final evaluation value (₹)	Total (3E	Total {3E-5E+ 7E}	To be calculated by BHEL

Note:

- 1. Distance Calculation: The bidder to quote round trip distance by road i.e. Back and forth from their fuel pump to BHEL House in Km up to 2 decimal places. The bidder must also attach a copy of screenshot of google map certifying the quoted distance.
- Rate Considered: BHEL has taken rate of petrol & diesel of 01-05-2025. This is only for evaluation purpose & all the payment shall be done on the basis of rate prevailing on respective date of purchase. 7
 - Evaluation Criteria: Ranking of bidders shall be done on the basis of value of S.No.08-E above. The bidder with lowest value arrived on sl.no 08-E i.e. lowest cost of BHEL shall be the L1 bidder. 3
- 4. Any statutory variation during the entire contract period shall also be admissible.
- Refuelling cost is the average running cost of all fleet per km per month travelling from BHEL House to the fuel station for refuelling. 5.





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Annexure-D

Deviation / No Deviation Certificate

(To be submitted in Part –I Bid)

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 following	gs
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1.	
2.	
3.	





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Annexure-E

DECLARATION

(To be submitted in Part-I Bid)

I / we hereby declare that I /We have not been banned and de-listed by any PSU / Government Department / Financial Institution / Court.

Name

Designation





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Annexure-F

Acceptance of Only BG

(To be submitted in Part-I Bid)

I / we hereby confirm that I/we shall accept only BG as security given by BHEL for lifting of fuel on credit basis, which shall be equivalent to maximum 1 month's billing amount, based on estimated consumption.

No other instrument of advance payment shall be used.





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Annexure-G

Format for Undertaking on functional lease / contract / agreement with the respective fuel companies

(To be submitted in Part-I Bid)

The undersigned hereby declares that (bidder) M/s	will ensure a functional lease
agreement with original Oil Marketing Companies i.e. M/s	for a period of 2.5
years with effect from the last date of bid submission including bi	id extension (if any)





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Annexure - H

Bidder's Details

1	Name of the bidding firm & /or Oil Marketing Company	
2	Registered Address	···
3	Name of Authorized representative	
4	Contact Number(s)	
5	Email ID	
6	PAN	
7	Details of Fuel Station	
a)	Mailing Address (& distance from BHEL House, Siri Fort, New Delhi- 110049)	
b)	Contact Number(s)	
c)	Contact person	
d)	Number of fuelling points	
e)	Days & Timings of operation	
f)	Validity of lease / agreement with concerned Oil Marketing Company (End date)	
g)	Number of employees	
h)	Additional information, if any	





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Annexure-I

NEFT Details Format

Please find enclosed the relevant details of my bank account for receiving NEFT credits from BHEL.

Beneficiary Name	
Beneficiary Bank Name	
Beneficiary Bank address	
IFSC CODE of the bank	
Beneficiary Account Number	
Email ID (if any)	
PAN	

Also, please find 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 particulars at a future date.

Thanking you,





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Annexure J

DECLARATION REGARDING MINIMUM LOCAL CONTENT IN LINE WITH REVISED PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 DATED 04th JUNE, 2020 AND SUBSEQUENT ORDER(S)

(To be typed and submitted in the Letter Head of the Entity/Firm providing certificate as applicable)

To, Sarvdeep Malhan Engineer (HR-GAX) BHEL House, Siri Fort, New Delhi-49 Off: 011 66337421 / +91 8006600142 Sub: Declaration reg. minimum local content in line with Public Procurement (Preference to Make in India), Order 2017-Revision, dated 04th June, 2020 and subsequent order(s) Ref: 1) Tender reference no: 2) All other pertinent issues till date We hereby certify that the items/works/services offered by...... (specify the name of the organization here) has a local content of ____ % and this meets the local content requirement for 'Class-I local supplier' / 'Class II local supplier' ** as defined in Public Procurement (Preference to Make in India), Order 2017-Revision dated 04.06.2020 issued by DPIIT and subsequent order(s). The details of the location(s) at which the local value addition is made are as follows: 1. 2.

Thanking you,

(Signature, Date & Seal of Authorized Signatory of the Bidder)

Note:

- 1. Bidders to note that above format, duly filled & signed by authorized signatory, shall be submitted along with the techno-commercial offer.
- 2. In case the bidder's quoted value is in excess of Rs. 10 crores, the authorized signatory for this declaration shall necessarily be the statutory auditor or cost auditor of the company (in the case of companies) or a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies).
- 3. In the event of false declaration, actions as per the above order and as per BHEL Guidelines shall be initiated against the bidder.



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ANNEXURE-K

CHECK-LIST

SUMMARY OF COMPLIANCE TO REQUIREMENT OF TENDER

SI. no.	Description of requirement	Yes/ No/ NA	Page nos.
1	Section -I, General Conditions		
2	Section -II, Commercial Terms & Conditions		
3	Scope of Work (Annexure – A).		
4	PQR & Documents Required Against PQR (Annexure – B)		
5	Price Bid i.e. Annexure C		
6	No Deviation Certificate i.e. Annexure D		
7	Declaration Certificate i.e. Annexure E		
8	Acceptance Certificate i.e. Annexure-F		
9 Undertaking on functional lease / contract / agreement with respective fuel companies i.e. Annexure G			
10	Bidder's Details i.e. Annexure – H		
11	NEFT Details i.e. Annexure-I		
12	Declaration on Make in India i.e. Annexure J		
13	Checklist i.e. Annexure K		

