



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

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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: -011-66337421

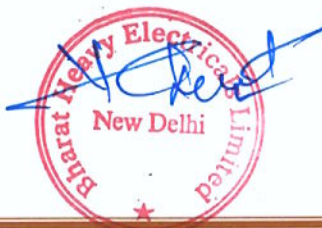
Open Tender Enquiry

for

Hiring of Staff Cars on lease Basis.

NIT No.- AA: GAX: 26: PR: 3105, Dated: 08-05-2026

Last Date of Bid Submission: Date: 15-05-2026 UPTO 15:00 Hrs.





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Notice Inviting Tender

NIT No: AA: GAX: 26: PR: 3105, Dated: 08-05-2026

Tender is invited for the below mentioned work in two-part bid system, submitted on or before the specified date and time (mentioned below) at the address specified in the tender document.

Sl. No.	Name of work	Contract period	Last date and time of submission of tender	Date and time of opening of Tender	Tender submission venue
1.	Hiring of Staff Cars on lease basis for lease period of 04 years	02 Years	15-05-2026 Up to 15:00 Hrs.	15-05-2026 Up to 15:30 Hrs.	Tender box placed at Gate No. 3 BHEL, Corporate Office, Siri Fort, New Delhi-110049

- For detail, refer tender documents.
- Tender documents can be downloaded from <http://www.bhel.com> and <http://eprocure.gov.in/cppp/> only. All subsequent corrigendum/amendment shall be published only on aforesaid website/portal only and not in press. Hence, bidders are advised to regularly visit website to keep themselves updated until the tender is finally opened.
- Late Tender is liable for rejection.
- For Penalty refer tender documents.
- In case of any clarification the bidder can contact undersigned on Telephone No.-011-66337421 or at e-mail: sarvdeep@bhel.in.


New Delhi
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SECTION-I

GENERAL CONDITIONS OF CONTRACT

1. GENERAL INSTRUCTION TO TENDERER

1.1. DISPATCH INSTRUCTION

All pages of the tender documents shall be duly signed, stamped and submitted along with the offer in token of complete acceptance thereof. The information furnished shall be complete by itself. The bidder is required to furnish all the details and other documents as per the tender terms & conditions.

1.2. SUBMISSION OF BID

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

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

1.3. TENDER OPENING:

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

1.3.2. Bidding Process: BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among the techno-commercially qualified bidders.

Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed price bid along with applicable loading, if any, shall be considered for ranking.

1.4. LANGUAGE

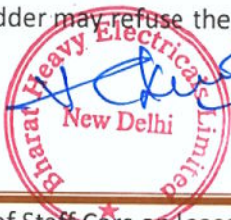
1.4.1. The bidder shall quote the "Price" in English language and international numerals ONLY. The "Price" shall be entered in figures on the portal. "Price" shall be considered up to TWO decimal points only. Digits beyond two decimal points will be ignored and not rounded off. No representations on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

1.4.2. All correspondence and documents relating to the bid exchanged by the Bidder and BHEL shall be written in the English language. Any printed literature/certificate/any other document furnished by the Bidder may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purpose of interpretation of the Bid the English translation shall prevail.

1.4.3. Currencies for this tender & Payment: Indian Rupees (₹) only.



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

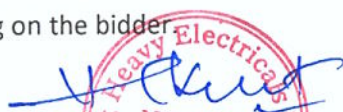




1.7.2. The contract shall be valid for a period of two (02) years. The same may however be extended further for a period of three months/ part thereof with mutual agreement, in writing, on the same Rates, Terms and Conditions. However, the lease period of each and every vehicle shall be 4 years.

1.8. REJECTION OF BID

- 1.8.1. BHEL reserves the right to accept or reject any the bid with or without deviation or cancel / withdraw the invitation for bid without assigning any reason whatsoever and in such case bidder shall have no claim arising out of such action by BHEL. The acceptance of bid will rest with BHEL, not binding itself to accept the quoted rates.
- 1.8.2. BHEL also reserves the right to cancel the tender at any stage due to any administrative / internal reasons whatsoever and in such case bidder/successful bidder shall have no claim arising out of such action by BHEL.
- 1.8.3. Unsolicited bid, bid which are incomplete or not in the form specified or defective or have been materially altered or not in accordance with the tender conditions, specifications etc., are liable to be rejected.
- 1.8.4. If a bidder who is a proprietor expires after the submission of his bid or after the acceptance of his bid, BHEL may at their discretion, cancel such a bid. If a partner of a firm expires after the submission of tender or after the acceptance of the tender, BHEL may then cancel such tender at their discretion, unless the firm retains its character.
- 1.8.5. If the bidder deliberately gives wrong information in his bid, BHEL reserves the right to reject such bid at any stage or to cancel the contract if awarded and forfeit the Earnest Money/any other money due.
- 1.8.6. Canvassing in any form in connection with the bid submitted by the Bidder shall make his offer liable to rejection.
- 1.8.7. In case the Proprietor, Partner or Director of the Company/Firm submitting the tender, has any relative or relation employed in BHEL, the authority inviting the tender shall be informed of the fact along with the Offer. Failing to do so, BHEL may, at its sole discretion, reject the tender or cancel the contract.
- 1.8.8. 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 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.


Bharat Heavy Electricals Limited
New Delhi



1.8.9. 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.

1.9. **REJECTION OF TENDER**

- 1.9.1. 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.
- 1.9.2. 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.
- 1.9.3. 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.
- 1.9.4. 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.
- 1.9.5. 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.
- 1.9.6. 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.
- 1.9.7. Canvassing in any form in connection with the tenders submitted by the Tenderer shall make his offer liable to rejection.
- 1.9.8. 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 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”.

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.

1.10. **MSE, Start-UP & Splitting of Work.**

a) **PROVISIONS FOR MICRO AND SMALL ENTERPRISES (MSEs)**

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

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



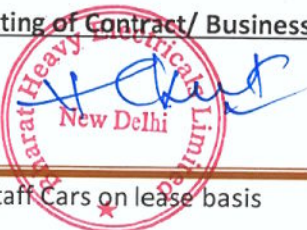
NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement, same shall be applicable.

{participation only from Class 1/Class 2 Local suppliers as per the Public Procurement (preference to Make-in-India) order 2017 dated 16.09.2020 (as amended and applicable time to time)}.

- d) **Purchase preference for MSE/ PPP-MII:** The item required is non-divisible in nature and shall be awarded in full to a single bidder only. Purchase preference to MSEs and Class-I local suppliers shall be extended in the following order of priority: -
- 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 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. If Class-I Local supplier also not eligible/ does not accept contract to be awarded to L-1.
- e) Traders are excluded from the purview of Public Procurement Policy.
- f) For applicability of MSE and Start-up clauses (if any), the documents valid as on the date of Part-I bid opening (including extension) shall be considered.
- a. MSEs shall be exempted from payment of earnest money at the time of tender submission. However, there is no exemption of security deposit submission (if any).
 - b. 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. However, MSEs owned by the Scheduled Caste or the Scheduled Tribe entrepreneurs shall be given the preference for matching the L1 price irrespective of their standing in comparative statement of MSE bidders within price band of L1 + 15%.

Please note, this clause must be read along with the Splitting clause mentioned below.

- g) **Splitting of Contract/ Business Distribution**





For operational convenience and administrative efficiency, it has been decided that the total business volume under this tender shall not be split among multiple vendors. Accordingly, the entire scope of supply/services shall be awarded to a single bidder, subject to their techno-commercial qualification and reasonability of quoted rates, as determined by the competent authority.

1.11. BREACH OF CONTRACT AND TERMINATION: Following cases shall be considered as terms of breach of contract:

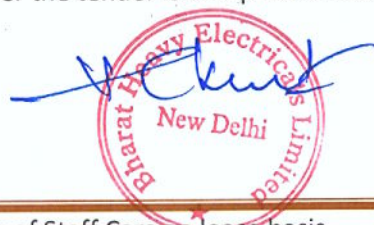
- a) Contractor/ supplier's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor/ supplier including unexecuted portion of work/ supply does not appear to be executable within balance available period (#) considering its performance 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.
- d) Termination of Contract on account of any other reason (s) attributable to Contractor/ Supplier. If at any time the service provider defaults in proceeding with the work with due diligence and continues to do so or commit any default in complying any of the tender terms and conditions even after the notice in writing is given, BHEL may, without prejudice to any other right to remedy which shall have accrued or shall accrue thereafter to BHEL, to terminate the contract by giving 15 days' notice in writing. The notice will be deemed to have been served as and when sent to the address given in the tender.
- 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

1.12. 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.





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- 1.13. The Contractor will be abiding to execute the work assignments on Job Contract basis strictly in accordance with the terms and conditions of the NIT and the Company in turn also agrees to engage the Contractor accordingly with effect from the date of award.
- 1.14. The successful bidder will be responsible for the quality of the job and will immediately rectify the deficiency pointed out in the job performed.
- 1.15. **SUBLETING:** The successful bidder should not sub-contract part or complete work 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.
- 1.16. **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.
- 1.17. **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 (if any), or the contractor shall pay the claim on demand without any terms & conditions.
- 1.18. **SECURITY OF CONFIDENTIAL INFORMATION:** The Contractor undertakes and agrees that they will not disclose or reveal in part or full the proprietary/confidential information, which terms shall mean and include patents, trademarks, service marks, registered designs, copyright, design rights, know-how, confidential information, trade and business names and any other similar protected information of BHEL received during negotiation or currency of the contract to any third party or governmental authorities without written permission from BHEL.
- 1.19. Lowest prices / Monthly Rental 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.
- 1.20. **JURISDICTION:** 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 (where this Contract has been signed on behalf of the CONTRACTOR) 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.





1.21. **ARBITRATION:**

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

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

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

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

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

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

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

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- 1.22. **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 of 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



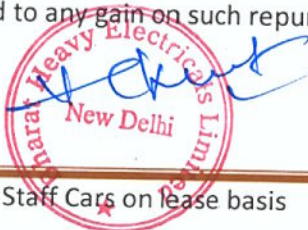
arising out of or relative to the contract shall lie only in the court of competent civil jurisdiction in this behalf at DELHI and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts.

- 1.23. **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.

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

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





- b. 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.

- 1.25. **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.

- 1.26. Only the terms & conditions mentioned in this tender/bidding document shall form a part of the Contract / Master Lease Agreement, which shall be executed between the successful Leasing Agency(s) and BHEL before commencement of the contract.

- 1.27. **AGREEMENT TENURE & CONTRACT PERIOD:** The Agreement for hiring the car(s) on lease basis from the successful bidder(s) will be valid for a **period of 24 months from the date of award**. However, all the cars so acquired on lease during the entire contract period shall be provided on lease basis for a period of 48 months from the respective date of their delivery. Cars booked for delivery prior to contract end date shall also have to deliver as per terms & conditions of this tender even if the contract expires before such delivery.

1.28. **Integrity Pact**

- a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

Sl. no	IEM	Email
1	Dr. Sarat Kumar Acharya, Ex-CMD, NLC	iem1@bhel.in
2	Shri R. Mukundan, IRPS (Retd.)	iem2@bhel.in
3	Shri Madan Lal Meena, IAS (Retd.)	iem3@bhel.in





- b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.
- c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to the panel of IEMs. All correspondence with the IEMs shall be done through email only.

Note:

No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below:

(1)	(2)
Name: _____	Name: _____
Dept.: _____	Dept.: _____
Address: _____	Address: _____
Phone: (Landline _____ / Mobile _____)	Phone: (Landline _____ / Mobile _____)
Email: _____	Email: _____
Fax: _____	Fax: _____

1.29. **OTHER ISSUES**

- 1.29.1. Value of Non judicial Stamp Paper for Bank Guarantees (if any) and for Contract Agreement shall be not less than Rs 100/- unless otherwise required under relevant statutes.
- 1.29.2. Letter of Intent (LOI) shall be placed to the successful contractor before Contract Agreement.
- 1.29.3. In case of any conflict between the General Conditions of Contract and Special Conditions of Contract, provisions contained in the Special Conditions of Contract shall prevail.
- 1.29.4. E- invoicing shall be applicable as per direction/norms of government.





SECTION-II
SCOPE OF WORK & SERVICES

- 2.0 BHEL intends to hire cars tabulated below on “Lease Basis” for a period of 48 months with usage of 80,000 Kilometers for Delhi based offices. Car color shall be indicated by BHEL at the time of placement of order / or entering into Lease Agreement. The car(s) will be required to be equipped with the genuine accessories as fitted / provided by the OEMs. Type of cars to be hired on lease basis and other relevant details are given below:

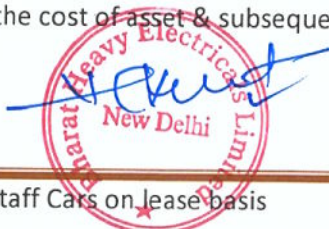
Category	Make / Model of Car	No. of Cars required	Residual Value (RV)
A	Toyota Camry Elegance 2.5L Hybrid (White)	07	20%

- 2.01 **QUANTUM OF WORK:** The total projected requirement of car(s) is tentative and BHEL reserves the right to increase/decrease the requirements up to 30%. All the car(s) shall be procured on lease basis for a period of **48 months with RV of 20.00% & usage of 80,000 kms.** BHEL also reserve the right to foreclose the required services ((partially or fully) by giving 01 months’ notice to the Leasing Agency(s). The bidder is therefore advised to acquaint himself with the scope of work and quote very carefully. No claim for compensation from the Leasing Agency(s) shall be entertained due to any variation in the quantity of car or work or deletion of requirement of any car.
- 2.02 For the purpose of releasing any requirement of Car(s), its deployment, payment of monthly lease rentals, change of users during the lease period, foreclosure of any car(s), etc., **BHEL-Corporate Administration, BHEL House, Siri Fort, New Delhi – 110049, shall be the Nodal Agency.**
- 2.03 **DOCUMENTATION:** Registration, Comprehensive Insurance and other relevant documents required for running the car(s)s should bear names of Leasing Agency and BHEL both. However, in case this is not possible due to procedure/process established by Govt. Regulatory Authority, a documentary evidence of the same needs to be presented. The registration number conforming to the Rules & Regulations of respective Transport Authorities, shall be provided by the successful bidder.
- 2.03.1 The Vendor shall submit Service Agreement, RC, Invoice for purchase of the car, Lease Rental Payment Schedule duly signed by the Leasing Agency and BHEL, separate Book Value charts for the Car, considering **Residual Value** at the end of **the 4 years lease** as specified elsewhere and also for Road Tax & Registration charges with cent percent liquidation during the **lease period of 48 months** along with Repayment Schedules as early as possible, after effecting the delivery of the car(s). Release of rentals shall commence only after delivery of the car(s) with permanent registration number and all documents required for driving the car on road and as per Payment Terms indicated elsewhere in the tender document. Apart from these, the other documents should be Book Value Chart, Payment Schedule, Original Purchase invoice of the car, directly to the concerned with a copy to the Nodal Agency notified for the Tender.
- 2.03.2 After releasing the booking of a car(s) by BHEL, the Leasing Agency(s) shall have to obtain acceptance of monthly rental that would be payable on the basis of cost of the car(s) in line with parameters



elaborated/illustrated in Estimate sheet on rate quoted in final breakup. Subsequently, this should be duly supported by the invoices related to the car(s) delivered.

- 2.03.3 After delivering the Original RC post-delivery of the car(s) at the specified locations, the Leasing Agency(s) shall ensure submission of separate Book Value Charts for Car and Road Tax & Registration charges for the entire period of lease of 48 months along with a copy of Dealer's Invoice, Supplementary Schedule of monthly rentals, Registration Slip, to the BHEL Nodal Agency at Corporate Office.
- 2.03.4 After effecting the delivery of the car(s) at a specified location, all car(s) related documents (RC, Insurance Certificates, etc.) and periodic services incl. repairs and maintenance, etc. shall be made available directly to various BHEL Users by the successful bidder(s) at those locations.
- 2.03.5 BHEL reserves the right to change the user during the course of lease period with intimation to the Leasing Agency(s).
- 2.04 **Cost of Driver & Fuel:** The leased cars shall be driven by BHEL Driver(s) and / or drivers outsourced by BHEL and shall be in possession of BHEL during lease period. At the same time car(s) shall be maintained in good running condition by Leasing Agency(s). The cost of fuel shall also be in the scope of BHEL.
- 2.05 **DELIVERY:** Successful Leasing Agency(s) shall ensure safe delivery of the car(s) to BHEL, at the earliest possible time after release of the booking. BHEL's use of the cars shall not be interfered with in any manner whatsoever by the Leasing Agency(s) or any person claiming directly or indirectly to be the Leasing Agency(s).
- 2.06 **BREAK-DOWN SERVICES:** In case the car is immobilized on road due to malfunction / accident, the Leasing Agency(s) shall arrange for its service / repair as the case may be so that it does not cause any inconvenience to its user. Non-adherence of the same shall attract penalty.
- 2.07 **REPAIR AND MAINTENANCE:** All running repairs and maintenance (other than major accident) shall be rectified immediately by the Leasing Agency(s) at their sole risk, responsibility and cost. Regarding major accident, it shall be repaired by the Leasing Agency(s) in car manufacturer's authorized workshop at their cost and risk subject to insurance claim being admissible by the insurer as per IRDA norms. Further, settling claims with insurance company will be the sole responsibility of Leasing Agency(s) and BHEL will have no liability in this regard. BHEL would support for relevant documentation process.
- 2.08 **Schedule of Routine Maintenance:** The leasing agency shall ensure routine maintenance of the vehicle being hired as indicated by the car manufacturer in the service book while availability of vehicle shall be ensured by BHEL. Non-adherence to maintenance on indicated time/kilometer shall result in penalty. Also, any disruption on movement of leased vehicle on account of negligence of maintenance during the currency of contract shall attract penalty.
- 2.09 **Corporate Discount:** While quoting the "Cumulative Total Lease Rental for 48 months", the bidder shall account for available corporate discount for each model and the bidder shall agree to pass on the available corporate discount to BHEL. In addition, it is important to note that the **higher of "actual discount availed at the time of delivery" or the "discount quoted by successful bidder in the breakup of price bid"** shall be accounted for calculating the cost of asset & subsequently the lease rental.





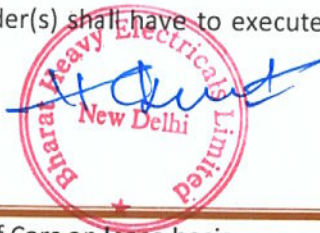
- 2.10 The hired cars on lease will be driven by BHEL Driver (s) and the fuel cost shall be provided by BHEL. Further, any new Rules & Regulations of respective Transport Authorities shall be complied by Leasing Agency. The car(s) so provided by the Leasing Agency(s) on lease basis to BHEL should not be sub-leased to any third party.
- 2.11 The Leasing Agency(s) will furnish the details of a trained & efficient manager who will deal with BHEL for all queries & complaints related to the contract.
- 2.12 The Leasing Agency(s) will be abiding to execute the work assignments strictly in accordance with the terms and conditions of the NIT and BHEL in turn also agrees to engage the Leasing Agency(s)/service provider accordingly with effect from the date of award.
- 2.13 Leasing Agency(s) will be responsible for **cashless** transaction for repair and maintenance of the cars provided at various locations of BHEL.
- 2.14 Replacement of tyres, tubes and battery, as and when required during the entire lease period of 4 years and in exceptional cases, during the extended period of lease by another 1 year, subject to acceptance by both the parties.
- 2.15 The successful bidder shall submit the breakup of total lease rental per month in format provided by BHEL.
- 2.16 BHEL shall be acquiring the car(s) on operational lease basis for a period of 04 years during which **80.00% of the capitalized amount** towards value of the Car and balance **20.00% shall be the "Residual Value"**. **Insurance charges and Road Tax & Registration charges shall be paid as per actual.**
- 2.17 **Replacement Car:** In case the car is immobilized on road due to malfunction / accident, the Leasing Agency(s) shall arrange a substitute car in place of immobilized car of same model or equivalent in Petrol/Diesel fuel. The bidder must understand that the replacement car provided in between the malfunction/accident must be of same make & model (Diesel/Petrol). Alternatively, cars of above 1500 CC capacity or above 4m length may be accepted as a special case.
- 2.18 **LEASE PERIOD:** As per the Terms & Conditions of the Contract, BHEL shall be acquiring the car(s) on operational lease basis for a period of 04 years during which **80.00% of the capitalized amount** towards value of the Car and balance **20.00% shall be the "Residual Value"**. **Insurance charges and Road Tax & Registration charges shall be paid as per actual.**
- 2.19 On receipt of all necessary details from the Contractor(s) in respect of the charges / rentals for the extended period, BHEL shall convey its acceptance/ non-acceptance in writing.





SECTION-III
SPECIAL TERMS & CONDITIONS OF TENDER

- 3.00 Efficiency, promptness, quality of cars supplied, quality service, compliance with statutory requirements, safety consciousness and timely rendering of services are the essence of the contract. Car(s) supplied by the successful bidder(s) during the contract period should be brand new only. Continuation of the contract shall be based on the performance of the Leasing Agency(s). All above mentioned parameters shall inter-alia be considered while evaluating the performance.
- 3.01 BHEL may choose to deploy its vehicles in any of the units/offices during currency of lease period.
- 3.02 The successful bidder(s) shall perform the services to the best satisfaction of BHEL. In case of continued unsatisfactory performance over a period of time by the Contractor(s), or any terms of the Contract are violated, BHEL shall intimate the same in writing to the Contractor(s). However, if the performance of the Contractor(s) does not improve even thereafter, then, BHEL shall have the right to terminate the contract at the Contractor's risk and cost, by giving one month's notice. BHEL has the right to deduct the cost of the above-mentioned unsatisfactory work from Contractor's bill.
- 3.03 The Contractor(s) shall keep BHEL indemnified against all losses or damages or liability arising out of or imposed in the course of execution till the last day of expiry of last car taken on lease during the contract period.
- 3.04 In case of any dispute, the decision taken by BHEL will be final and binding on the successful bidder(s).
- 3.05 **LAWS GOVERNING THE CONTRACT:** The Leasing Agency(s) shall duly comply with all Acts, Laws, or other statutory rules, regulations, bye-laws applicable or which might be applicable with regard to the performance of the work assignments included herein or concerning this Agreement. The Contractor(s) shall keep BHEL indemnified against all penalties, claims and liabilities of every kind under or for any violation of such acts, laws or regulations etc. by him or his employees.
- 3.06 The Leasing Agency(s) shall be responsible for proper maintenance of all registers, records and accounts as far as it relates to compliance of statutory provisions/ obligations.
- 3.07 No excuses for hindrance viz. extreme weather condition, non-availability of labor, non-availability of funds etc. will be entertained for not completing the work/services.
- 3.08 The contract will remain in force for a **period of 24 (twenty-four) months**. However, Agreement shall be liable for termination earlier by the Company (BHEL) at any time by giving 30 days' notice to the Leasing Agency(s) without assigning any reason therefore and without prejudice to the rights of the Company to recover any money becoming due under this Agreement. In such a case, the Leasing Agency(s) shall not be entitled to any compensation thereof.
- 3.09 The Contractor(s) shall hand over a copy of all legal and statutory documents and records to BHEL for fulfilling any future requirement with the statutory authority.
- 3.10 The successful bidder(s) shall abide by all the rules / regulations / status imposed by the Govt. or other concerned authorities. The Leasing Agency(s)/service provider will be responsible for requirements of local Municipalities / Govt. or any other law regulating bodies.
- 3.11 Successful bidder(s) shall have to execute "Contract Agreement" on a non-judicial stamp paper of Rs. 100/- at DELHI, India.





3.12 The Contractor(s) shall not be justified in abandoning the contract because BHEL has delayed making payment(s) in respect of service provided to BHEL.

3.13 **PAYMENT TERMS:**

3.13.1 The leasing agency shall intimate the bank account number, and other details of the bank to enable BHEL to credit the payments of lease rentals into the account.

3.13.2 The leasing agency on completion of the month shall raise/submit the bill/GST compliant invoice, in triplicate, along with all the necessary documents to BHEL. All the invoices shall be sent to BHEL House, Siri Fort, New Delhi-110049.

3.13.3 Payment through ECS/RTGS into the bank account of Leasing agency shall be made in within 15 working days of presentation of invoice for each car for the specified period(s).

3.13.4 No interest shall be payable for delay in making the payment. The leasing agency shall not be entitled to any interest with respect to any money which may be due to him from BHEL.

3.13.5 In the event of any of the cars, the actual kilometers covered by the BHEL exceed the contracted kilometers either at the end of the Lease Period OR the foreclosure, BHEL shall pay the excess kilometers charge at the rates which will be finalized in this tender.

3.14 **TAXES & DUTIES:**

3.14.1 To enable BHEL to avail GST Input tax credit, Contractor shall submit GST compliant tax invoice 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. The Contractor shall raise GST compliant invoice affixing GSTIN of BHEL's unit availing the works.

3.14.2 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. Any implications arising from a delay shall be the responsibility of the service provider and will be charged to the service provider's account.

3.14.3 The service provider has to submit their GST registration certificate along with a declaration regarding applicability of GST Reverse Charge (if applicable) to respective BHEL Unit/region along with the bid.

3.14.4 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 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 taking place during extended delivery period.

3.14.5 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.



- 3.14.6 In case the Input Tax Credit of GST 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 willful 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.
- 3.14.7 To enable BHEL to avail GST Input tax credit, Contractor shall submit GST compliant tax invoice 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. The Contractor shall raise GST compliant invoice affixing GSTIN of BHEL's unit availing the works.
- 3.14.8 GSTIN of respective BHEL Unit will be provided to the Contractor along with the site clearance instructions/ order issued by respective Unit for SITC.
- 3.14.9 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.
- 3.14.10 GST amount 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.

3.15 RECOVERY/PENALTY CLAUSES:

3.15.1 Recovery for Non-Serviceable period:

- i. Non-serviceable period shall be counted after four hours of lodgment of complaint if the replacement car is not provided within stipulated 4 hours. This implies that number of service hour shall be deducted on pro-rata basis from monthly lease rental for non-serviceable period. For calculation purpose, the total serviceable hours in a month shall be 300 Hrs. 07:00 AM to 07:00 PM shall be considered as working hour and average working day per month is approx. 25 days which excludes Sunday. The formula for recovery for non-serviceable period shall be (Monthly lease rental x non-serviceable period in Hours)/300.
- ii. In case of non-delivery of cars within schedule time frame after award of contract/P.O. for individual car, BHEL reserves to impose a penalty of ₹1750/- per day or part thereof.



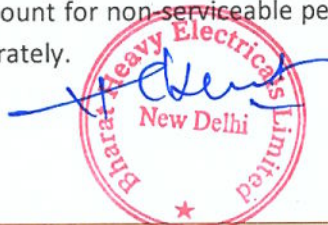


3.15.2 The penalties for non-compliance shall be as follows.

S. No.	Contract Agreement Defaults/Non-compliances	Penalties for non-compliance
1.	In case of incident of immobilized/ breakdown of lease vehicle on road due to malfunction / accident, the service provider shall arrange the replacement vehicle within 4 hours of their lodgement of complaint by BHEL on telephone	a. For arrangement of vehicle within 04 hours of lodgement of complaint by BHEL, there shall be no penalty. b. For arrangement of vehicle after 04 hours and before 08 Hours of lodgement of complaint by BHEL, Penalty of Rs. 1225/- shall be admissible. c. For arrangement of vehicle after 08 hours of lodgement of complaint by BHEL, Penalty of Rs. 1750/- shall be admissible. d. Penalty of Rs. 1750/- per day or part thereof for Subsequent days shall be admissible.
2.	Non-adherence to routine maintenance schedule on indicated time/kilometer of service book provided by car manufacturer	BHEL reserves to impose a penalty of ₹1500/- per week delay.

Note: For the complaint lodged after 07:00 PM, penalty hour shall not be calculated upto 07:00 AM of the next day. For this particular case, the penalty hour shall start from 07:00 AM of next day.

- i. The penalties imposed for violation of service agreement clauses shall be notified by BHEL as per the terms indicated. The Leasing Agency shall be given 24 hours to respond to the levying of penalties and submit representations if any. The representations shall be suitably considered by BHEL and decision taken shall be final and binding. All amounts including the losses / damages / penalties / compensations etc., resulting from non-compliance with the terms of Contract, payable by the Contractor to BHEL under the Terms of the Contract will be recovered from the outstanding payments to Contractor either under this Contract or any other Contracts or from Security Deposit or from both. In case this amount is insufficient for such recoveries, the Contractor shall make good the balance amount by actual payment. In addition, BHEL will recover the said amounts through its sister concerns, from the payments due to the Contractor in any of the Units of BHEL located in any part of India.
- ii. Failure to provide services by the Contractor as per requirement or unwarranted behavior / indiscipline of the workforce of the Contractor at workplace shall attract adverse remarks, which may be included in the Completion Certificate and / or attract any legal /administrative action on Tenderer or of Tenderer or both, as deemed fit.
- iii. The recovery amount for non-serviceable period and the penalty amount for non-compliance shall be counted separately.





- iv. Total penalty for non-compliance under 3.15.2 above shall not exceed 10% of the contract value. Notwithstanding above, BHEL reserves the right to terminate the contract.

3.16 **INCIDENTS RESULTING TERMINATION OF CONTRACT:**

- i. Following incidents will be considered as reason for both; major penalties and may also attract termination of contract as the case may be.

S. No.	Incident
a.	In the event of cancellation of any of the licenses or statutory permissions required for carrying out the service
b.	In case, the personnel deployed by the Contractor(s) found to have indulged in any criminal activity in BHEL premises.
c.	In case of any misrepresentation while claiming the payment
d.	In case of non-compliance of any statutory obligations (as stated in this tender document) by the Contractor(s) during the execution of Contract, may results into termination of Contract. In addition to the above, the Contractor(s) shall also be liable for the penalties provided under the respective statute.
e.	In case of repeated violation of any of the terms of the agreement despite giving warnings on different occasions.

The grounds mentioned herein above are not exhaustive but merely illustrative. BHEL reserves its rights to terminate the Contract at any time in the event the Contractor(s) 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. If the Contractor(s) shall not have remedied the deficiencies noticed in the written notice issued by BHEL within the period of 30 days as aforesaid, the Contract may be terminated by BHEL by giving a written communication to the Contractor(s).

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(s) of the Contract Price accruing (prorated, if necessary) up to the date of termination for actual services rendered by the Contractor(s) 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(s) any compensation or reimburse any costs incurred by the Contractor(s) and the Contractor(s) hereby waives any claim for compensation for losses/damages and/or reimbursement of costs.

- ii. The Contractor(s) understands and agrees that performing the services strictly as per the qualitative, quantitative and time requirements as stipulated in the Contract is of essence of the Contract and that any non-adherence to the said qualitative, quantitative and time requirements as stipulated in the Contract for performing the services under the Contract shall cause incalculable losses to BHEL.
- iii. All amounts including the losses / damages / penalties / compensations etc., resulting from non-compliance with the terms of Contract, payable by the Contractor(s) to BHEL under the Terms of the Contract will be recovered from the outstanding payments to Contractor(s) either under this Contract or any other Contracts or from both. In case this amount is insufficient for such recoveries, the Contractor(s) shall make good the balance amount by actual payment. In addition, BHEL will recover the said amounts through its sister concerns, from the payments due to the Contractor(s) in any of the Units of BHEL located in any part of India.





3.17 **INSURANCE:** BHEL will have no liability on insurance related claims on account of damage to the cars during usage subject to insurance claim being admissible by the insurer as per IRDA norms. The Contractor(s) will take only Comprehensive Insurance Policy for the car(s) to be provided to the BHEL.

3.18 **FORECLOSURE / TERMINATION:** This contract shall be valid initially for two years from the date mentioned in the award of work. However, BHEL reserves the right to terminate the contract at any time in-between by giving one month's written notice to the contractor without assigning any reason, for which the supplier will not have any claim whatsoever. For such foreclosure, BHEL would intimate the intention to surrender the car(s) to the lessor in writing, who would sell the car(s) in the market at the highest rate after obtaining at least three quotations. The deficit of the sale value with respect to outstanding book value would be payable by BHEL. At the same time any premium received in sale value w.r.t outstanding book value shall be payable by Leasing Agency to BHEL.

Important definitions:

***Definition of Foreclosure Value (FV):** It is Outstanding Book Value on the date of Foreclosure.

Definition of Outstanding Book Value: It is outstanding investment value which includes Car Financing (X_1), Insurance (X_2) and Registration/ Road Tax (X_3) amount of the vehicle at any point of time as per Book Value chart computed as per annuity method (PMT formula).

3.19 **ACTIVITIES ON EXPIRY / TERMINATION / CESSATION OF LEASE PERIOD:** The Service Provider shall, at least two months before the scheduled expiry of the lease period, inform the concerned user & also the BHEL Nodal Agency about the expiry of the lease period. Immediately after the expiry / termination / cessation of the lease period, BHEL shall return to Contractor(s) the following:

- i. **DELIVERY:** The car(s) at the place where it was originally delivered in good order and condition, except for normal wear and tear. Upon termination of the contract for a car(s), it shall be the responsibility of the Vendor to repossess physical delivery of that particular car(s) from the place where it was delivered/being used by BHEL at that particular time.
- ii. **DOCUMENTS:** Relevant documents with respect to the car(s), including registration certificate in original and the original insurance policy.
- iii. **KEYS & ACCESSORIES:** Keys (Original as well as duplicate) of the car(s). Also, the accessories received along with the car from OEM at the time of purchase shall be returned along with the car (including the fast charger).
- iv. **PAYMENTS:** BHEL shall stop paying lease rentals for that particular car(s) from the date of termination of the contract/Foreclosure of contract.

3.20 **LIABILITIES:** Liability that may arise on account of certain events / conditions on BHEL:

- A. **BHEL liability on Theft or Total Loss of car(s):** In the event a car is stolen or damaged beyond repair, in such an event, the schedule pertaining to that car shall be considered automatically terminated. BHEL shall pay the deficit, if any, in foreclosure amount and the excess mileage charges after receipt of insurance claim from the insurance company for such theft. However, if the stolen car(s) is/are recovered prior to the insurance company processing the Contractor(s)'s insurance claim, Contractor(s) shall sell the said car(s) to the highest bidder. The deficit amount in such case(s) would be made by BHEL.





BHEL liability in the above events will be the difference between the foreclosure value* and the unsettled insurance claim if any, from the insurance company which will be settled after receipt of insurance claim.

B. **BHEL's liabilities on expiry of lease period of car(s) or Foreclosure of Contract or foreclosure of Lease period of a particular car:** In the event of lease period being terminated by BHEL prior to the completion of the 48 months' tenure or lease of a car(s) being foreclosed, BHEL shall pay to Contractor(s):

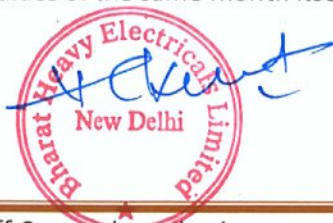
- i. All arrears of lease rentals in respect of the Car(s) due under Agreement prior to the date of termination/foreclosure/completion of lease.
- ii. **EXCESS KILOMETER CHARGE:** Excess kilometer charge of a particular car shall be charged for the extra kilometers driven over the prorated contracted kilometers at a quoted rate + GST (if applicable). The same shall be payable against a separate invoice.
- iii. **LESS KILOMETER CHARGES:** Likewise, in the event of Less Kilometer Charges, necessary credit at the prorated contracted kilometers at a quoted rate, shall be passed on by the Service Provider to BHEL.
- iv. **The bidder is required to submit break-up of quoted amount in format of Estimate Sheet (Annexure C).**
- v. The Contractor(s) would sell the car(s) in the market at the highest rate (after obtaining at least three quotations). The deficit of the sale value with respect to sum of foreclosure value and GST would be payable by BHEL. At the same time any premium received in sale value w.r.t sum of foreclosure value and GST shall be payable by Leasing Agency to BHEL.

Illustration of 3.20 (B, iv): For e.g. highest bid value fetches Rs. 13 lakhs and foreclosure value (including GST is Rs. 15 lakhs, then liability on BHEL's account would be deficit of sale value with respect to foreclosure value (including GST) i.e. Rs. 2 lakhs.

Car Financing book value	= X_1
GST	= applicable on of X_1
Insurance book value	= X_2
Registration/ Road Tax book value	= X_3
Sale value	= Y
Foreclosure Value, Z	= $X_1 + \text{GST} + X_2 + X_3$
BHEL's liability	= $Y - Z$

It is comprehensible here that in case, the **sale value** is higher than the **sum of foreclosure value and GST**, then the benefit shall be passed on to BHEL.

- 3.21 In the event of foreclosure, other than purchase of the car(s) by the BHEL User, the intimation given during the first fortnight of the month shall be foreclosed on the values indicated in the Charts for the same month.
- 3.22 Intimation about foreclosure given in the 2nd fortnight of the month, shall be foreclosed maximum on the values indicated in the Charts for the next month. However, the Contractor(s) shall make best efforts to foreclose the car(s) on the values of the same month itself.





- 3.23 Further, in the event of foreclosure, other than the purchase of car(s) by BHEL User, BHEL reserves the right to ask from the Service Provider, to share the details of the bids received against that specific car(s), prior to conveying our acceptance for lifting the car(s).
- 3.24 In the event of foreclosure due to the purchase of the car(s) by BHEL User, the Service Provider on receipt of the foreclosure shall, maximum within two weeks, shall issue NOC and also "Sale Invoice" in favor of the Purchaser. Over and above this, necessary forms & other required documents should also be provided so that Transfer of Car(s), insurance, etc., could be arranged by the Purchaser.
- 3.25 In the event of foreclosure other than the purchase of car(s) by BHEL User, Service provider has to take possession of car(s) within a week after getting written intimation from BHEL. BHEL shall not pay any rental/charges for such car(s) on account of failing to take possession by service provider.
- 3.26 **FIRM LEASE RENTALS:** Lease rentals arrived through quoted PTPM, Executory Cost & excess/less km charge shall remain firm during the entire lease period for each car(s) except for statutory variations in taxes. The lease rental shall be governed by remarks/clarification indicated in estimate sheet read in conjunction with other relevant clauses of the tender.
- 3.27 The successful bidder(s) shall have to provide the modified break-up of components, as specified in the Estimate Sheet while computing monthly rentals along with the applicability of taxes at the time of raising the 1st invoice. Subsequently, in the event of any statutory variation in applicable taxes during the contract period the same shall also be admissible subject to furnishing of necessary details to the concerned Unit of BHEL by the Contractor(s).
- 3.28 **INSPECTION & TESTING:** BHEL shall be entitled at all times, to inspect the car. BHEL reserves the right to reject any of the car on qualitative factors. Therefore, the leasing agency must ensure best in class service against this tender.
- 3.29 In matters of dispute regarding the quality of services, decision of BHEL or its authorized representative shall be final and binding.
- 3.30 **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-D) ONLY, duly filled, as per the enclosed instructions/ details (Signed and Stamped).





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BHEL HOUSE, SIRI FORT, NEW DELHI – 110049.

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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-D). Failing to do so shall lead to rejection of Bid."





Section- IV

PRE-QUALIFICATION REQUIREMENT (PQR)

- 4.1 Minimum Average Annual Turnover of the bidder during the last three financial years shall be ₹70.13 Lakhs.
- 4.2 Bidder should have experience of supplying cars on lease basis to offices of any Central Government / State Government / Public Sector Undertaking / Public Limited Company / Private Limited Company / Autonomous Body in India during last 7 years ending on last day of the month previous to one in which tender is invited. In this regard, the bidder must provide documentary evidence for one of the following three:
- a) The bidder should have executed one (01) lease contract/agreement with lease period of 01 year & above for providing minimum 03 cars of above 1500 CC capacity or 4m length (Diesel/Petrol).
- Or
- b) The bidder should have executed two (02) lease contracts/agreements with lease period of 01 year & above for providing minimum 02 cars of above 1500 CC capacity or 4m length (Diesel/Petrol).
- Or
- c) The bidder should have executed three (03) lease contracts/agreements with lease period of 01 year & above for providing minimum 01 cars of above 1500 CC capacity or 4m length (Diesel/Petrol).
- 4.3 Bidder(s) who have previously executed or are presently executing similar services in any Unit/Region of BHEL during the last seven (07) years shall submit a Performance Certificate issued by the concerned BHEL authority confirming satisfactory execution of the work.
- 4.4 The Bidder should have a valid PAN and GST Registration Number.

Note:

- Verified MSE & Startup shall be exempted from turnover & experience criteria as mentioned above. Failure to fulfil all the above requisite conditions shall make the tender offer to be summarily rejected.

DOCUMENTS REQUIRED IN SUPPORT OF PRE-QUALIFYING REQUIREMENT:

- 4.5 Certified copy of Audited profits & loss account statements of last three financial years i.e. FY 2022-23, 2023-24 & 2024-25. Alternatively, a CA certificate bearing valid UDIN, duly signed and stamped indicating the total turnover of the bidder for indicated period above i.e. FY 2022-23, 2023-24 & 2024-25 submitted by the bidder shall also be acceptable.
- 4.6 To establish the required experience, the bidder shall submit Work Orders/Contract Agreement & supporting work experience certificates from their clients as proof against sl. no. 4.2 of PQR. It is important to highlight that to establish completion of work & quantum of work, the bidder shall submit both W.O & completion certificate of their experience. In case, the bidder has any running contract which meets the criteria of clause 1.2 of PQR, the bidder shall provide a letter from their respective client citing the experience & quantum of the work completed under their contract.
- 4.7 Copy of PAN card and GST Registration Certificate shall be submitted by the bidder.



4.8 Bidder(s) who have previously executed or are currently executing similar services in any unit/region of BHEL shall submit a Performance Certificate issued by the concerned BHEL authority confirming satisfactory execution of the work.

In case the bidder has not executed any work in BHEL during the last seven (07) years, they shall submit a self-declaration to this effect. Such bidders shall not be disqualified on this ground alone, provided they meet all other qualifying requirements.

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

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





DECLARATION CERTIFICATE
(to be typed on bidder's letter head)

From:

Our Ref: -----

dated -----

To,
Vikrant Kumar
Sr. Manager (HR-GAX)
BHEL House, Siri Fort, New Delhi-110049

SUB: Hiring of Staff Cars on lease basis.

Dear Sir,

Please find herewith our offer in line with requirement of BHEL's Tender document. We confirm that:

1. Bid complies with the total techno-commercial requirements/ terms and conditions of the bidding document and subsequent addendum/corrigendum (if any) without any deviation/ exception/ comments/ assumptions.
2. We undertake that the Bidding Document shall be deemed to form part of our bid and in the event of award of work to us, the same shall be considered for constitution of Contract Agreement.
3. I / We have not been suspended / delisted / blacklisted by BHEL. We also certify that either our firm or any of the partners are not involved in any scam or disciplinary proceedings settled or pending adjudication.

We declare that the statement made and the information provided in our offer is true and correct in all respect. In case, it is found that the information/ documents provided by us are incorrect/ false, our application shall be rejected by BHEL without any reference to us.

Thanking you,

Very Truly Yours,

Signature
With name, Designation & seal of the firm





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ANNEXURE–B

ACCEPTANCE LETTER / DEVIATION CERTIFICATE

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

Or

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

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

Note:

Deviations may or may not be accepted by BHEL.

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

Signature
With name, Designation & seal of the firm





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ANNEXURE–C

Estimate Sheet/Break Up Format

S. no.	Parameter / Description	Formula	Quotation
1	2	3	4
A	Ex-showroom Price (₹) at DELHI (excluding TCS & inclusive of GST)		47,62,200.00
B	Less Discount (₹)		5,00,000.00
C	Net Price (₹) inclusive of GST	=A-B	42,62,200.00
C1	GST (%) included in S. No. C		40%
D	Base Price of Car (₹) i.e. Capitalized Amount	=C/(1+C1)	30,44,428.57
E	Lease Finance Charges (₹) Per Thousand Per Month (PTPM) for 48 months -applicable on capitalised amount		23.11
F	Basic Lease Rental (₹) per Car Per Month	=D*E/1,000	70,346.00
F1	Rate of GST on Basic Lease Rental per month (%)		40%
G	% variation in PTPM (S. No. F) due to 0.5% revision in SBI MCLR Rate (%)		-
H	Total Road Tax & Registration Charges (all-inclusive) (₹)		6,02,594.00
I	Total Insurance Charges (all-inclusive) (₹)		4,39,299.00
J	Components of Executory Cost - per month		
J1	Executory Cost (Maintenance cost+ Fleet Management + Replacement car + Road Side Assistance Pick up & Drop + Accident Depreciation Waiver + Service Charge etc.) per month (₹)		14,640.00
J2	Applicable GST rate (%) on Executory Cost per month		18%
K	Total Executory Cost per month (₹) including GST	= J1 x {1 + J2}	17,275.20
L	Total Monthly Rentals Per Car (₹) including GST	= F x (1 + F1) + K	1,15,759.60
M	Residual Value: 20 % of Capitalised Amount mentioned at S.No. D	= 0.20 x D	6,08,885.71
N	Tentative No. of Cars required on operational lease basis (Nos.)	N.A	7
O	Total Rental Cost for 48 months (₹)	= N x L x 48	3,88,95,225.60
P1	Rate of [Extra KM Charge] ₹/km (incl. GST)		8.08
P2	Rate of [Less KM Discount] ₹/km (incl. GST)		4.04
Q	Total Rental Cost with extra km (₹) (assuming 10,000 Km extra running)	= O + (N x P1 x 10,000)	3,94,60,825.60
R	Total Estimated Cost for a period of 48 months including Road Tax charge & Insurance Charge	= Q + (N x H) + (N x I)	4,67,54,076.60





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IMPORTANT POINTS TO NOTE: The Estimate prepared is based/calculated on known variables and service charges of vendor. Following line items are linked and shall be taken into consideration while deriving "Total Monthly Rentals per Car" at the time of processing bill.

Variable

- **Ex-showroom Price:** Ex-showroom price shall be taken from the manufacturer for city under consideration at the time of placement of order / buying.
- **GST applicable on Ex-showroom:** This shall be in line with applicable GST in the year under consideration and place of buying.
- **Base Price of Car i.e. Capitalized Amount:** This is arrived after reducing applicable GST from Ex-showroom Price.
- **Lease Finance Charges Per Thousand Per Month (PTPM):** This shall be applicable as quoted on Capitalized Amount for a period of 48 months. Further, Percentage variation in PTPM due to 0.5% revision in SBI MCLR Rate (%) shall be accounted to arrive at correct figure for month under consideration.
- **Road Tax & Registration:** BHEL will pay one-time Road Tax & Registration charges on actual basis on submission of valid documents.
- **Comprehensive Insurance:** BHEL will pay one-time Comprehensive Insurance charges on actual basis on submission of valid documents.





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ANNEXURE-D

PART 'II' – PRICE BID

Sl. No	Item Description	In Figures	In Words
1	Total Evaluated Cost for Hiring of Staff Cars on lease basis for a period of 48 months, including provision for 10,000 Km extra running, derived in line with Row 'Q' of the Estimate Sheet and scope of work of the tender		

IMPORTANT POINTS TO NOTE:

- Objective Evaluation: To remove subjectivity in evaluation of lowest cost service provider, the bidder shall use ex-showroom price of the car '**Toyota Camry Elegance 2.5L Hybrid (White)**' as Rs. 47,62,200.00 to arrive at their quotation. Any escalation or reduction in ex-showroom price shall be addressed at the time of order placement for requisite car.
- L-1 bidder shall be determined on the basis of the lowest total evaluated amount quoted by the bidder corresponding to **Row 'Q' of the Estimate Sheet**, i.e. cumulative cost including provision for 10,000 Km extra running. Thereafter, the percentage discount or premium quoted by the bidder vis-à-vis the departmental estimate shall be applied on a **pro rata basis** to the corresponding components of the Estimate Sheet, namely Sl. No. **E, J1, P1 and P2**, for determination of payable rates during execution of the contract.
- It is important to re-iterate that price quoted above includes the lease rental for the model mentioned in scope of work.
- **The bidder shall submit the breakup of total lease rental per month in format of Estimate Sheet.**



Signature
With name, Designation & seal of the firm



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Annexure-E

Bidder's Details

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

Signature
With name, Designation & seal of the firm





Annexure-F

NEFT Format

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

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

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

Thanking you,

Yours sincerely.

Signature:

Name:

Designation:

Company Seal:

Date:



Signature
With name, Designation & seal of the firm



Make in India Format

(to be submitted on the letter head of manufacturer/service provider)

In line with Government Public Procurement (Preference to Make in India), Order 2017, P-45021/2/2017-PP (BE-II) dated 16.09.2020 and subsequent clarification No P-45021/102/2019-BE-II-Part (1) (E-50310) dated 04.03.2021, we hereby certify that we M/s _____, are local supplier meeting the requirement of minimum local content _____ (in %) as defined in above order for the material against Enquiry No. _____.

Details of location at which local value addition will be made is as follows:

_____ (Place).

We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

The above declaration does not include services such as transportation, insurance, installation, commissioning, training and after sales service support like AMC/CMC etc as local value addition.

Signature
With name, Designation & seal of the firm





Annexure-H

CHECK-LIST

SUMMARY OF COMPLIANCE TO REQUIREMENT OF TENDER

Sl. No.	Description of requirement	Yes/ No/ NA	Page nos.
1	Section -I, GENERAL INSTRUCTIONS TO TENDERER		
2	Section -II, SCOPE OF Work		
3	Section -III, Special Conditions		
4	Section -IV, PQR		
5	Annexure – A, DECLARATION CERTIFICATE		
6	Annexure – B, Acceptance Letter / Deviation Certificate		
7	Annexure C, Estimate Sheet		
8	Annexure D, PRICE BID		
9	Annexure E, Bidder Detail		
10	Annexure F, NEFT Format		
11	Annexure-G, Make in India Certificate		
12	Annexure-H, Checklist		

Signature
With name, Designation & seal of the firm