# BHARAT HEA



(A Govt. of India Undertaking)
POWER SECTOR- EASTERN REGION
WBPDCL, Sagardighi Thermal Power Project
STAGE III (1×660 MW, Unit. 5)

P.O.: Monigram, Dist. Murshidabad, W.B.PIN: 742237

# **NOTICE INVITING TENDER**

Ref. No.: BHEL: PSER: SDG: VEH: ENQ: 25/08:20	Date: 20.08.2025
ТО	
SUB: TENDER FOR PROVIDING 1 NO. OF AC INNOVA / VE	SUICLE OF SIMILAR TYPE ON
MONTHLY HIRE BASIS AT BHEL-SAGARDIGHI SITE (1 X 66	
MURSHIDABAD, WEST BENGAL.	
TENDER SPECIFICATION NO: BHEL: PSER: SDG: V	/EH: ENQ: 25/08:20
Sealed tender in two parts (Technical & Price Bids), are invited bidders, for providing vehicle on monthly hire basis at BHEL, Sagar	•
Detail tender Specifications and term & conditions are enclosed her	rewith.
Vendors are requested to quote their most competitive rates specification and submit their bids in "HR Deparment", BHEL Sa before 23/08/2025 (1500 hrs).	
Thanking You,	
	Yours faithfully,
BHARAT H	For & On behalf of HEAVY ELECTRICALS LIMITED,
	Executive (HR)



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# **SECTION - I**

# **GENERAL INSTRUCTIONS TO TENDERERS**

1.0 Tender specification as a whole, duly furnishing the following details, shall be duly signed and sent in a sealed cover super scribing "TENDER FOR COMMERCIAL VEHICLE FOR BHEL, SAGARDIGHI SITE" at BHEL, SgTPP site.

a) TENDER SPECIFICATION NO. : BHEL: PSER: SDG: VEH: ENQ: 25/08:20

b) LAST DATE OF SUBMISSION : 23/08/2025 at 1500 hrs. c) DATE OF OPENING OF TENDER : 23/08/2025 at 1700 hrs.

2.0 Tenderer should submit their offer for 1 no. AC Toyota Innova / Similar vehicle as per followings:

Part-I details in the sealed envelope - As stated in 2.1

Part-II details in the sealed envelope- Price bid as per Annexure- I

At the top of each envelope it must be mentioned as Part-I details (No deviation certificate, PAN Card copy, Documents of vehicles) & PART- II (Price Bid.) as the case may be.

Both these sealed envelopes are to be put again in another sealed envelope with writing on top

"TENDER FOR COMMERCIAL VEHICLE FOR BHEL, SAGARDIGHI SITE".

#### PART-I

- 2.1 The Tenderer should submit the following documents.
  - a) Covering letter of offer (in bidder's letterhead)
  - b) Techno-Commercial Bid (signed copy of enquiry)
  - c) Price schedule / Rate schedule **Unpriced** but mentioning only **quoted** against each item of price bid format and
  - d) Declaration by Contractor at Annexure II.
  - e) No deviation certificate in bidder's letterhead as per format given at **Annexure III**.
  - f) PAN No. A photocopy of PAN card is to be submitted.
  - g) GST registration number. A photocopy of GST certificate is to be submitted

# **PART-II**

- a) Complete price offer in line with prescribed price schedule **Annexure I**
- 2.2 The Tender should be addressed to:

Bharat Heavy Electricals Limited,

Sagardighi TPP, 1x660 MW, Unit-5,

WBPDCL, P.O. - Manigram,

Dist.: Murshidabad, West Bengal-742237

- 3.0 Tender to be submitted by post & shall be sent by "REGISTERED POST WITH ACKNOWLEDGEMENT DUE". Tenders received after due date is liable to rejected. Tender papers may also be submitted by hand delivery or by COURIER SERVICE or deposited directly in the BHEL OFFICE at BHEL: Sagardighi site.
- 3.1 Price bid of techno commercial qualified bidders' shall be opened by the authorized officials(s) of BHEL at their office at the time and date intimated by BHEL, in the presence of bidders or their authorized representative(s) who wishes to be present. Such representatives must bring with them their



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authorization letter during opening of the price bids. For any clarification, the bidders should contact BHEL, Sagardighi site.

- 3.2 The Tenderer should thoroughly go through all the clauses/ specifications, terms and conditions stipulated in the tender documents. In case the tenderers have any doubt about the meaning of any portion of the tender specifications or the tender documents issued are incomplete or shall require clarification on any of the technical aspect, scope of work etc. they should at once contact the authority inviting the tender for clarification before submission of the tender.
- 3.3 The tenderers must furnish all the required information as per the instructions given in various sections of the tender specifications. Each and every page of the tender specification must be signed and submitted along with the offers by the tenderers as a token of complete acceptance thereof. The information furnished shall be completed by itself.
- 3.4 The tenderers should quote the rates in English language and international numerals. The rates shall be in whole rupees. The rates shall be entered in figures as well as in words.
- 3.5 All entries in the tender shall either be typed or be in written form. Erasures and overwriting are not permitted and may render such tenders liable to be summarily rejected. All cancellations, insertions, overwriting etc. shall be duly attested by the bidders.
- 4.0 "LETTER OF INTENT" shall mean the intimation by a letter to the Bidders that his tender has been accepted in accordance with provisions contained in that letter. The responsibility of the contractor commences from the date of issue of this letter and all the terms and conditions of the contract are applicable from the date.
- 5.0 In the event of any dispute of any nature, the decision of BHEL shall be final and binding on the contractor.
- 6.0 It may be noted that L1 rate will have no right to claim hiring of more vehicles. BHEL's decision will be final in this respect. BHEL reserves the right to distribute the contract to different owners by giving one vehicle to each owner at the respective L1 rate category finalized for awarding the contract.

# 7.0 SUBMISSION OF TENDERS:

- 7.1 **IN case of individual**: The full name, mailing address, FAX no., Telephone No., e-Mail ID and place and nature of business.
- 7.2 In case of Companies: Date and place of registration including date of commencement certificate in case of limited company (certified copies of Memorandum of Association are to be furnished), Nature of business carried out by the Company and provisions of the Memorandum relating thereof as well as names and particulars including addresses of all the Directors and their previous experience, if any.

# 8.0 AUTHORISATION AND ATTESTATION:

Tenders should be signed by persons duly authorized/ empowered to do so. Certified copies of authority and relevant documents shall be submitted along with tenders.

# 9.0 VALIDITY OF OFFER:

The offer shall remain valid for a period of 06 months from the date of submission of offer.

# 11.0 EXECUTION OF CONTRACT:

The responsibility of successful Bidder under this contract commences from the date as specified in the letter of Intent by BHEL.



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# SECTION-II

# GENERAL TERMS AND CONDITIONS OF THE CONTRACT

# **DEFINITION:**

The following terms and expressions shall have the meaning hereby assigned to them except where the context otherwise requires.

BHEL (or B.H.E.L.) shall mean Bharat Heavy Electricals Limited, a Company registered under Indian Company's' Act, 1956 having its registered office at BHEL HOUSE, Siri Fort, New Delhi-110049 and its Regional Head Quarter at Power Sector: Eastern Region, Plot No. 9/1, DJ Block, BHEL BHAVAN, Sector-II, Salt Lake, Kolkata-700091.

MANAGER shall mean the Officer in Administrative charge of BHEL, Power Sector Eastern Region at Sagardighi Stage-III (1 X 660 MW) Extn. Project site.

"CONTRACTOR" shall mean the individual firm or Company who enters into this contract with BHEL and shall include their executors, administrators, successors and assigns.

"LETTER OF INTENT" shall mean the intimate letter to the Bidder that his offer has been accepted in accordance with the provisions contained in the said letter. The responsibility of the contractor commences from the date of issue of this letter and the terms and conditions of the contract are applicable from that date.

"MONTH" shall mean English Calendar month

# **ISSUE OF NOTICE:**

The contractor shall furnish to BHEL, the name, designation and address of his authorized agent and all complaints notices, communications and reference shall be deemed to have been duly given to the contractor if delivered to the contractor or his authorized agent or left at or posted to the address either of the contractor or his representative/authorized agent and shall be deemed to have been so given, in the case of posting on the day on which they would have reached such address in the ordinary course of post or on which they were so delivered or left.

#### **COMMENCEMENT OF SERVICE:**

The contractor shall commence the work within the time indicated in the Letter of Intent from BHEL and shall proceed with the same with due expedition without any delay.

If the successful Bidder fails to start the work within the stipulated time, BHEL at its sole discretion will have the right to cancel the contract. His earnest money and/or security deposit if applicable, with BHEL will stand forfeited without any further reference to him, without prejudice to any and all of BHEL's other rights and remedies in this regard.

# **MODE OF PAYMENT & TAXES & DUTIES:**

All payment due to the contractor after deduction of Income Tax at source as applicable and as prescribed under Income Tax Act/Rules from time to time shall be paid by Account Payee Cheque/RTGS only after submission of bills together with the bill voucher against the vehicles provided by contractor under this contract, duly verified by BHEL's authorized representative/office/department (within a fortnight from the date of receipt of such bills).



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Hiring charges shall be inclusive of all taxes, duties etc. except GST which shall be paid by BHEL separately at actual on submission of supporting documents.

As renting of motor vehicle designed to carry passenger is placed under RCM (Reversed Charged Mechanism) notification 29/2019-CT(R), dated 31.12.2019 & circular 130/49/2019 – GST, dated 31.12.2019, the supplier shall not charge any tax from the service recipient, as this is the settled procedure in law under RCM.

# **RIGHTS OF BHEL:**

BHEL reserves the following rights in respect of this contract without entitling the contractor for any compensation:

To terminate the contract any time by giving one month's notice without assigning any reasons thereof.

To recover any amount due from the contractor on any account due to the contractor, under this contract or any other contract or from Security Deposit.

To effect recovery of any amount due from the contractor under this or any other contract etc. or in any other form, the sum of money BHEL is forced to pay anybody due to contractor's failure to fulfil any of his obligations.

In the event of any dispute of any nature, the decision of BHEL shall be final and binding on the contractor.

# RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF LOCAL LAWS EMPLOYMENT OF DRIVERS ETC.

The contractor shall comply with all state and central laws/ statutory rules, regulations etc. as applicable.

The contractor shall pay all taxes, fees, license charges, duties, royalty commissions or any other charges which may be levied on account of his operation and in executing the contract to the concerned authorities. In case BHEL is forced to pay any of such taxes/charges, BHEL shall have the right to recover the same from the contractor either from his bill or otherwise as deemed fit.

The behavior of contractor at the place of work shall be polite and he/she should have good temperament. The contractor should be responsible for observance of all regulations by the staff employed by him. Courtesy and good behavior on the part of the driver is important. Discourteous and and/or careless drivers should be replaced.

The contractor shall ensure that no damage is caused by his driver during working hours to any person, property of other parties (working hours at the place of work). If any such damage is caused, it is the responsibility of the contractor to make good the losses or to compensate for the same.

In case the contractor is required to undertake any work outside the scope of this contract, the rates payable shall be those mutually agreed upon.

All safety rules and codes applied by BHEL at the place of work shall be observed by the contractor without exception. The contractor shall be responsible for the safety of the cars/vehicles and work to be performed by him and shall maintain all protection necessary for the purpose. The contractor shall also take precautions as may be indicated from time to time by BHEL with a view to prevent pilferage, accidents, fire hazards/ hijack of car, vehicle, driver etc. and due precaution shall be taken against fore seen or unseen hazards and atmospheric conditions.

Regd. Office: - BHEL House, SIRI Fort, New Delhi 110049.



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The contractor shall arrange for safety devices as are necessary for such type of work as per the Motor Vehicle Act & rules.

The contract shall be responsible to arrange Gate Pass of vehicle and Driver and its timely renewal.

The contractor shall be directly responsible for payment of wages to his driver(s) engaged by them by 7<sup>th</sup> day of the following month. If there is any delay in submission & settlement of bill due to any reason whatsoever, the payment must not be delayed beyond 10<sup>th</sup>.

While on duty Driver should keep with him the proper records of the vehicle, valid driving license for Inspection by MVD/POLICE.

The driving license of the driver will be required. Driver should have minimum three years experience.

The contractor is solely responsible for all actions including payment of any type of claims arising out of infringement of rules/ challan /accident or any other unforeseen happenings and shall indemnify this department from any responsibility/claims etc. on this account.

In case of any class of work that are not covered in this specification as laid down in the contract, such work shall have to be carried out in accordance with the instructions and requirement of the authorized representative of BHEL.

#### **INSURANCE**

It is the sole responsibility of the contractor to insure his cars/ vehicles/ drivers & passengers against injury, disability and death while at work and to pay compensation to his driver/(s), if so happens. The contractor shall have to take a Workmen's Compensation Insurance Policy/Cover against claims for injury, disability, disease, death etc., to his staff. The liability shall not be less that the provisions of the Workmen's Compensation Act.

If due to negligence and/or non-observance of the safety and other precaution any accident/injury takes place to any other person(s)/public, the contractor shall have to pay necessary compensation and other expenses, if so decided by the BHEL authorities.

If due to contractor's carelessness, negligence of non-observance of safety precautions damage to BHEL's property and personnel should occur and if BHEL is unable to recover in full cost from the Insurance Company, the balance will, be recovered from the contractor's bill. In the event of loss/theft of BHEL's property while in the custody of the contractor it will be the responsibilities of the contractor to lodge a F.I.R. with the local police authorities' ad furnish the details of F.I.R. about loss/theft within 48 hours of the occurrence. This is for the purpose of lodging insurance claim. If BHEL is unable to recover in full cost from the Insurance Company, the balance including deductible franchise wherever applicable will be recovered from the contractor.

# LAW GOVERNING THE CONTRACT AND COURT JURISDICTION

The contract shall be governed by the law for the time being in force in the Republic of India. The Civil Court, having ordinary original civil jurisdiction in Berhumpur, WB shall alone have exclusive jurisdiction in regard to all claims in respect of this contract.