

BHARAT HEAVY ELECTRICALS LIMITED
RAMACHANDRAPURAM – HYDERABAD – 502032
TRANSPORT DEPARTMENT

Phone No. 040 – 2318 4885/5222

email: msaikrishna@bhel.in**Tender No : HY/TPT/CISF_Xylo/2022-23****16-Dec-2022**

1.0 Tender in two parts (Techno-commercial & Price bid) will be received by the undersigned in sealed envelope from the contractors satisfying the pre-qualification requirements. The following should be legibly written on the cover of the sealed envelope – Tender notice number, tender date, name of work, due date of opening. Tenders will be opened at 13:30 hrs. on the due date in the presence of bidders and/or their authorized representatives in BHEL, Administrative Building (Vendor Complex) Ramachandrapuram, Hyderabad - 32.

1	Name of the work	:	Hiring of one Mahindra XYLO (AC) with power windows for 1800 KM (Basic) per month on all <u>calendar</u> days for a period of 1 (one) Year. The vehicles shall be available with drivers for 24 (Twenty Four) hours in a day.
2	Earnest Money Deposit required for participation in contract category wise	:	Rs.11,520/- (Rupees Eleven Thousand Five Hundred and Twenty only)
3	Estimated Cost	:	Rs.5.76 Lakhs + Extra KM +GST + any other applicable taxes
4	Cost of Tender Documents	:	Rs.1000/- (Rupees one thousand only) (non-refundable)
5	Tender Sale start Date	:	16-Dec-2022
6	Tender Sale Close Date	:	22-Dec-2022 – 1100 Hrs
7	Last Date of receipt of tenders	:	22-Dec-2022 – 1100 Hrs
8	Date & time of opening of tenders	:	22-Dec-2022 – 1330 Hrs

Name & Address of the tenderer:

.....
.....
.....

Tenderers are requested to sign and put seal on all pages of tender documents and submit.

Signature of Contractor

2.0 PRE QUALIFICATION REQUIREMENTS

The following conditions have to be satisfied by the tenderer. The conditions are to be authenticated with documentary proof and it is to be enclosed with tender bid (Technical):

i) **Turnover**-Average annual financial turnover during the last 3 years, ending 31st March of the previous financial year (should submit balance sheet & P&L account for last 3 years – preferably certified by Chartered Accountant), should be at least 30% of the estimated cost. Further, the tenderer fails to submit the figure (s) for 3 years, non-submitted year will be considered as “0” (Zero) for averaging the turnover. In the 3 years’ turnover, previous year turnover is compulsory.

ii) Experience:

Particulars of experience / credentials for the works executed of similar nature during not older than 7 years (Completion and experience certificate of the works to be enclosed) ending last day of month previous to the one in which applications are invited should be either of the following:

1. Three similar completed works each costing not less than the amount equal to 40% of the estimated cost.

OR

2. Two similar completed works each costing not less than the amount equal to 50% of the estimated cost.

OR

3. One similar completed work costing not less than the amount equal to 80% of the estimated cost.

Please follow the table below for participation in contract category wise

	Amount
Turnover	
Avg. annual Turnover past 3 years	Rs.1.728 lakh
Experience details	
1) If three works completed, the value of each work should not be less than	Rs. 2.304 lakh
2) If two works completed, the value of each work should not be less than	Rs.2.88 lakh
3) If one work completed, the value of each work should not be less than	Rs.4.608 lakh

Signature of Contractor

Similar works: Definition “Hiring of vehicle of similar nature”**Contractor should have executed the work for supply of any vehicle.**

d. Experience certificate issued by BHEL, RC Puram in case any work executed in BHEL, RC Puram for past three years. Any adverse remarks in the experience certificate will be a disqualification factor.

iii) “The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firm, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com”.

iv) It is required to submit GST Registration copy in case Annual Turnover crosses 20 lakhs.

v) PAN No. (In case not available, proof of having applied with acknowledgement from valid concerned authority).

vi) Tender Document Cost of Rs.1,000/- (Preferably by NEFT/UPI/RTGS/DD)

vii) EMD (NEFT/UPI/RTGS/DD)

viii) Vehicle document proof(s) if available.

xi) GST Registration number if applicable (Copy of GST registration to be enclosed).

x) Contractors in possession of Mahindra XYLO (AC) with power windows of 2020 or later model shall submit vehicle documents at the time of submission of the tender.

xii) Contractors not in possession of XYLO can also take part in tender process by signing in the undertaking as in Annexure II.

3.0 General Terms:

1. BHEL, RCPuram, Hyderabad needs one Mahindra XYLO (AC) with power windows along with fuel, drivers and maintenance costs for the use of Commandant/CISF for 2000 KM. per month for a period of 1 (one) Year from the date of award of the contract. The vehicles shall be available with drivers for 24 hours in a day.
2. The Vehicles should be of **2020 or later model** and should be in good working condition. The Basic Kilometer run will be **1800 km per month. Maximum extra kilometer run per month will be limited to 600 kilometers only.**
3. **The maximum kilometer run of XYLO should not exceed 75000 km as on Date of inspection of vehicle.**
4. Contractors in possession of Mahindra XYLO (AC) with power windows / in possession of agreement for right to use as per NIT requirement should submit the documentary proofs regarding ownership of XYLO / agreement for right to use as mentioned in ANNEXURE III.
5. Ownership of vehicle has to be in the name of Individual/Proprietor / Proprietary Firm / Partner /Partnership Firm / Director / Limited Company. Right to use of vehicle for the contract period shall be registered in the name of proprietor / proprietary firm / partner / partnership firm / Director / Limited company.
6. **Contractor should provide sufficient no. of Drivers for operating XYLO (for 24 hrs operation).**
7. Contractors not in possession of XYLO (AC) can also take part in tender process by signing in the undertaking as in Annexure II.

Signature of Contractor

8. **The fuel shall be in the scope of contractor only. However fuel escalation charges as applicable (as mentioned later) will be paid.**
9. Starting and closing KM reading shall strictly be from BHEL RCPuram Transport pool only. The prices shall be quoted accordingly.
10. The amount of Security Deposit should be paid as per BHEL works policy 2016 i.e., 5% of the finalized contract value.

11. Taxes & Duties- GST Clauses

- a. Only valid GST registered bidders will be considered for the tender. The GSTIN of the bidder should be clearly mentioned in the offer.
- b. If bidder is exempted from GST registration under any provision of the GST Law, a declaration with due supporting documents should be furnished for considering the offer.
- c. Bidder to quote the applicable taxes in the following manner:
 - Harmonized System of Nomenclature (HSN) of Goods
 - Services Accounting Code (SAC) of Services.
 - IGST/CGST/SGST/UTGST: Rate of Tax to be quoted as extra in % against the space provided
- d. Bidders to ensure correct applicability of IGST/CGST/SGST/UTGST based on the Inter / Intra state movement of goods/services.
- e. In case Bidder has opted for GST Composition Scheme, the same may be stated explicitly both in their technical and price bids. An undertaking to the effect that any change in the status of the bidder will be intimated.
- f. Any other taxes & duties not covered anywhere above may be indicated separately.

Taxes deducted at source:

- i) TDS as per the extant statutes shall be deducted.
- ii) In case bidder does not provide PAN details, higher rate of tax shall be deducted as per the Act.
- iii) Concessional certificates, if any, should be provided well in time for lower deduction of tax.

Terms & Conditions to be complied in GST

1. All invoices (incl. Credit Notes, Debit Notes) to contain BHEL HPEP GSTIN ie 36AAACB4146P1ZG. Invoices submitted should be in the format as specified under GST Law. All details as mentioned in Invoice Rules including Dealer GST registration number (GSTIN), invoice number with date of issue, quantity, rate, value, taxes with nomenclature – CGST, SGST, UGST, IGST mentioned separately, HSN Code / SAC Code etc.
2. Reimbursement of GST amount will be made only upon completion of the following:
 - Bidder declaring such invoice in their GSTR-1 Return/ IFF
 - Receipt of Goods or Services and Submission of Tax invoice by BHEL
 - The tax invoice is reflected in the GSTR2B of BHEL, HPEP (buyer). Payment of GST will be made only if it is matching with data uploaded by the Bidder in GST portal.
3. In case of discrepancy in the data uploaded by the bidder in the GSTN portal vis-a-vis the tax invoice or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit. The same would be available in PRADAN Portal for the bidder's information. Bidder has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims for processing of such invoices.
4. In cases where invoice details have been uploaded by the bidder but failed to remit the GST amount to GST Department within stipulated time, then GST on the invoices in default will be recovered from the bidder along with the applicable interest.
5. In case GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, such GST amount will be recoverable from bidder along with interest levied/leviable on BHEL.
6. Under GST regime, BHEL has to discharge GST liability on LD recovered from bidders. Hence applicable GST shall also be recoverable from bidders on LD amount. For this Tax Invoice digitally

Signature of Contractor

signed will be issued by BHEL indicating the respective supply invoice number. The same can be downloaded from PRADAN Portal.

7. GST TDS deducted as per GST Act, is uploaded in GSTN portal along GSTR7. Bidders can directly download the GST TDS Certificate from the GSTN Portal.
8. Bidders to note that Rules & Regulations pertaining to E-way bill & E-Invoicing system are to be strictly adhered to, as and when notified by Govt. authorities

4.0 SPECIAL INSTRUCTIONS TO TENDERER

As mentioned earlier, tenderer shall submit their offer in two part bids

- a. Techno-commercial bid consisting of Annexure – I, Annexure – II (If undertaking) and/or Annexure III (if possess right to use) duly signed on all pages along with all the documents/proofs as indicated in “Pre-qualification Requirements” and documented proofs for Rs.1000/- (cost of tender documents) & Earnest Money Deposit as indicated in page 1 of this document.
- b. Price bid duly filled in & duly signed consisting of Annexure – IV

The above two bids are to be placed in separate covers duly sealed. The cover for Techno-commercial bid should be super-scribed as “Techno-commercial bid for Hiring of Mahindra XYLO (AC)” and Price bid shall be super-scribed as “Price bid for Hiring of Mahindra XYLO (AC)”

Both the above two envelopes shall be kept into another sealed cover. The cover shall be super-scribed with “Quotation for Hiring of Mahindra XYLO (AC) for a period of ONE year” and shall be sent to **Tender Box, Vendor Complex, Admn. Bldg. Bharat Heavy Electricals Limited, Ramachandrapuram, Hyderabad – 502032.**

BHEL will not be responsible for any postal delays. *All corrigenda, addenda, amendments, time extensions clarifications, etc., to the tender will be hosted on BHEL website (www.bhel.com) only. Bidders should regularly visit BHEL website to keep themselves updated.*

Signature of Contractor

BHARAT HEAVY ELECTRICALS LIMITED
RAMACHANDRAPURAM – HYDERABAD – 502032
TRANSPORT DEPARTMENT

5.0 Details of the Contractor:

The tender schedule must be submitted along with the general conditions, special terms & conditions enclosed herewith duly signed & stamped on each page with bidders covering letter. Quotations should be typed on tender schedules only. Any deviations/deletions should be brought out separately on bidders letter pad and enclosed to the bid documents.

Following to be filled up by the bidder:

1.	Name of the Contractor/Contact Person	
2.	Full Address	
3.	Phone no./Fax no./Mobile No.	
4.	E-mail Id	
5.	GST Registration Details (Copy to be enclosed)	
6.	PAN Number	
7.	Quotation Validity – 90 days from opening date of techno-commercial bids	
8.	Document Fee details	
9.	EMD – details	
10.	Security Deposit Clause – Acceptance (See terms & conditions for details)	
11.	Submitted Vehicle Document proof	Yes/No
12.	BHEL Supplier Code (if present)	

Signature of Contractor

ANNEXURE-I**6.0 Techno-Commercial Bid**

Terms & conditions for entering into rate contract for “Hiring of Mahindra Xylo (AC) with power windows for a period of 1 (ONE) year on all days @ 24 hrs per day”.

1. The basic rate per day (@24 hrs/day on all days - with drivers, fuel and maintenance) is to be quoted in Annexure IV.
2. Once the contract is finalized, the XYLO should be at the operational disposal of BHEL during the entire contract period.
3. The XYLO (AC) shall be of 2020 or later model and shall be supplied along with sufficient number of drivers.
4. All the offers received will be scrutinized and only the technically qualified offers will be considered. Technically not qualified offers will be rejected.
5. All entries in the tender should be clearly written in ink and all corrections are to be duly attested by the tenderer.
6. Issue of tender documents does not mean that the bidder fulfills the qualifying requirements of the contract.
7. Submission of offer shall mean that the bidder has read the bid documents and agrees to abide by the terms and conditions mentioned in the documents.
8. The contractor will take comprehensive insurance for the vehicle at his own cost.
9. Quotation should be valid for a period of three months from the date of opening of Techno Commercial Bid.
10. No other person except Contractor’s authorized representative will be allowed in BHEL premises.
11. Within BHEL premises, the contractor’s personnel should not do any work other than their normal duties.
12. The contractor shall make available relief Mahindra XYLO (AC) (similar) of 2020 or later model immediately in the event of any breakdown or accident of the existing vehicle. Such relief vehicle should comply with all the terms and conditions of the contract of existing vehicle provided against the contract.
13. The breakdown/overhauling/preventive maintenance hours will not be counted in hours of operation.
14. The Transport contractor should obtain at his own cost, all required permits, licenses, pollution certificate etc., and its renewals for running his vehicle without break of operation or any type of difficulty during the entire contract period. Failure to maintain these requirements will entail BHEL for cancellation of the contract and forfeit the Security Deposit.

Signature of Contractor

15. If the transport contractor is not able to provide his XYLO continuously, alternate arrangement will be made by BHEL at the risk and cost of the contractor and the extra cost incurred will be recovered with BHEL overhead from the transport contractors pending bills or from security deposit.
16. The XYLO should be registered duly insured i.e. comprehensive insurance and the same should be renewed from time to time during contract period at his own cost. Transport contractor will be fully responsible for the safe handling and safety of the material being carried and put/kept in the vehicle.
17. The contractor is directly responsible for injuries/death of occupants or other users arising due to accident or otherwise of Mahindra XYLO (AC) during the contract period. At any point of time, BHEL will not be responsible for any loss/damage either to the person/material inside the vehicle and outside the vehicle or to the vehicle arising out of accident of the XYLO for performing the contractual obligations during contract period.
18. **Driver:** Efficient, well-behaved and decent driver(s) for the vehicle (with valid driving license at least for coming two years for the type of vehicle) with relevant experience will have to be provided by you. The driver should have thorough knowledge about routes.
 - a. Driver will have to be provided with mobile phone set with valid connection by the owner at no extra cost to BHEL.
 - b. Driver should keep all original relevant document of the vehicle with the vehicle.
 - c. The owner must make available sufficient funds with driver to meet any emergency requirement on account of telephone (cell) calls, fuel, parking fees, emergency repair / maintenance etc.
 - d. In case of change in driver, immediate written communication shall be given containing information viz. Driver's Name; Cell no.; Driving License No. & Validity to drive the type of vehicle; It will be deemed that quality and conduct of the driver is known to the contractor.
19. **Log Sheet:** The logbooks will be supplied by BHEL. Day to day log book should be maintained by the driver for recording running distance in kilometer by the vehicle each day according to kilometer reading and all the entries in the log book are to be duly signed by BHEL representative after every trip. On inspection, if log book entries found unsigned, same will be marked and no payment will be made for the same. For this purpose, the kilometer recorder of the vehicle should always be kept in operating condition. Other meters of desk board of all vehicle must be kept in operative condition.
20. Audio system may be provided in the vehicle as optional accessories within the quoted rate. However, audio system should not be operated without BHEL/CISF Official's consent while in duty.
21. The transport contractor will have to indemnify BHEL against the following, in case the same is thrust upon BHEL.

Signature of Contractor

- a. All claims for injury or damage to any person property caused by his negligence or negligence of his employees while on operation are to be settled by contractor.
 - b. Failure in observance of labour and industrial laws and statutory requirements by the contractor
 - c. All claims by way of compensation and all other types of unforeseen claims which may occur in the course of contract incurred by contractor
 - d. All payments by way of compensation or otherwise which BHEL may be called upon to make under the provisions of the relevant acts to any workmen as aforesaid and any cost incurred by BHEL in connection with any claim preferred by such workmen and or against all action, claim and demands whatever in respect thereof or in any loss, injury or damages whatever to any third person arising out of this contract by the transport contractor, their workmen servants or agents shall be recovered from contractor
 - e. For all claims, payments and losses that BHEL may have to make or suffer on account thereof the transport contractor shall wherever required to do so by BHEL or Govt. officials authorized under law, produce for inspection all forms, register and other papers required to be maintained under various statutes.
22. Any amount recoverable from transport contractor towards the loss/damage will be recovered from the outstanding payments due or from security deposit. In case the amount is insufficient for such recoveries, transport contractor shall make good the balance amount by remitting in the cash office at BHEL. The company reserves the right to enter into parallel contracts for the same period or any part thereof.
23. BHEL reserves the right to refuse/cancel the tender at any stage without assigning any reason with a notice period of 30 days.
24. This contract may be terminated at any time without paying compensation whatsoever to the transport contractor in case of misbehavior, disobedience, dishonesty, clandestine insolvency, any court order, non-sanction of road permit or any other related activities on their part or their failure to fulfill the terms and conditions of this agreement.
25. The rates quoted shall remain valid for entire contract period.
26. An amount towards EMD shall be paid by demand draft drawn in the name of “**Bharat Heavy Electricals Limited**” payable at Hyderabad and shall be enclosed to the techno-commercial bid. No interest will be paid on EMD. The EMD is returned to the unsuccessful bidder only after one month from the date of finalization of tender.
27. EMD – Earnest Money Deposit will be forfeited in case of the following:
- a. On withdrawal of the bid or increase in rates or changes in the bid conditions after opening of tender.
 - b. On refusal to enter into a contract after the contract is awarded.
 - c. In case of cheating, committing frauds, providing false information during any stage of tender process.

Signature of Contractor

- d. If the successful tenderer does not commence the service from the date indicated in Letter of Intent (LOI).
28. EMD furnished by the successful bidder will be adjusted as part security deposit towards contract performance guarantee and shall be refunded within three months of the date of expiry/completion/revocation of the contract. In the event of the agency failing to comply with any provision of the contract, the security deposit shall be forfeited by BHEL.
 29. The Contract once finalized will be valid for ONE YEAR from the date of commencement of work and can be extended for a further period of ONE YEAR and THREE months on mutually agreed terms at the same Scope, Rate, Terms & Conditions and passing fitness test.
 30. Successful tenderer shall pay a Security Deposit as per the works policy 2016 of the overall contract value as
 - a. The successful tenderers EMD paid will be converted and adjusted into Security Deposit.
 - b. Minimum 50% of the Security Deposit amount should be paid by at the time of agreement and preferably before commencing the contract, balance 50% to be recovered from Monthly bills to the Maximum of 5% of the Total Contract value.
 - c. The Security Deposit will not carry any interest and will be paid after successful completion of contract to BHELs satisfaction.
 31. The transport contractor shall submit his bills on 5th day of the following month. The trips will be authorized by the user or transport pool authorities. In case the bills are not submitted by 5th of the following month, these bills cannot be settled in the month in which the bills are received. All payments will be made only in the name of the party mentioned in RC Book on whose name it is registered.
 32. The orders, notices or any correspondence to the transport contractor will be sent to the address furnished by registered post. This is deemed to have been served on the transporter, on date of report of delivery of such correspondence. The transport contractor shall carry out the orders without any delay.
 33. Withdrawal of contract during the contract period will entail BHEL, not only forfeiture of security deposit, but also to appoint other transporter at the risk and cost of the contractor.
 34. Soon after the acceptance of the tender, the transport contractor shall enter into an agreement with M/s BHEL, RCPuram, Hyderabad – 502032. The agreement shall be entered on Non-judicial stamp paper of the value of Rs.200/- to be purchased by the transport contractor at his own cost.
 35. The Contractor shall engage a driver having experience of minimum of two (2) years in driving vehicles and in possession of valid license. The driver should not smoke/drink while on duty and should keep the vehicle neat and clean.
 36. It is the responsibility of the contractor to engage sufficient number of drivers depending on the operational hours a day as mentioned in point 5 (General).

Signature of Contractor

37. The contractor shall maintain regular contact with the designated employee of BHEL and will interact on matters relating to the work awarded under this contract.
38. The Driver must be in neat & clean uniform with black shoes and possess a mobile phone with roaming facilities in working condition. The color of the uniform should be in line with the RTO regulations & the same will be communicated to successful bidders. The driver should not be in drunken condition while on duty and should not smoke inside the Vehicle.
39. In case the contractor does not carry out the contractual/statutory obligations or the services rendered by him are found to be unsatisfactory, BHEL shall bring the same to his notice and he will be obliged to discharge the obligations and rectify the efficiency/anomaly within three days failing which, BHEL reserves the right to terminate the contract without assigning any reason whatsoever. In such an event no damages will be payable for short closure of the contract.
40. Notwithstanding anything contained in the contract agreement which will be entered after award of work, the contract may be terminated by BHEL, without assigning any reason thereof by giving a notice of 30 days to the contractor.
41. Non – compliance of any provisions under the act/rule/ instructions/guidelines shall make the contractor liable for penal action including termination of contract.
42. The orders, notices or any correspondence to the transport contractor will be sent by registered post to the address furnished. This is deemed to have been served on the transporter, on date of report of delivery of such correspondence. The Transport Contractor shall carry out the orders without any delay.
43. Contractor shall in his absence keep competent agent constantly on the works and any directions or explanations given by the Contract Signing Officer or his representative to such agent shall be held to have been given to the contractor himself.
44. Work shall be done on any day with the written permission and approval by competent authority. The contractor shall comply with the provisions of the Factories Act Rules framed there under if the same are applicable.
45. On the occurrence of an accident, which results in the death of any of the workmen employed by the contractor or which is so serious as to be likely to result in the death of any such workmen, the contractor shall intimate within 24 hours of the happening of such an accident intimate in writing to the company official in-charge of the work.
46. The contractor shall indemnify the company against all losses or damages sustained by the company resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties or dues if any and become payable by the company, as a consequence of failure, the company to give notice under the workmen's compensation act or otherwise confirm to the provisions of the said act in regard to such accident.
47. The contractor shall ensure adherence to all statutory requirements applicable to Bharat Heavy Electricals Limited, RCPuram, Hyderabad – 502032.

Signature of Contractor

48. The contractor shall not resort to subcontracting under any circumstances. If found subcontracting at a later date, BHEL reserves the right to take whatever action it deems fit, including cancellation of the contract and forfeiture of security deposit.
49. Whenever the term — CONTRACTOR is used, it shall be understood to refer to the particular person, firm or corporation with whom an agreement has been made by the concerned company official for executing the work defined in the concerned agreement and for the purpose of instructions regarding compliance with contract conditions, it shall include the contractor's authorized agents, who are entrusted with the work by contractor.
50. All the works shall be carried out in accordance with the directions and to the satisfaction of the company official in accordance scope of work.
51. In the event of any question or dispute or under this contract, the same shall be referred to a competent Authority in the company for sole arbitration and his decision shall be final and binding on the parties to the contract.
52. In case of any suit or other legal proceeding arising under this contract, the courts at Sangareddy (Medak Dist.) Telangana only shall have the Jurisdiction.
53. Wherever, BHEL/COMPANY standards are mentioned shall be strictly followed.
54. Nothing contained in the contract agreement and its conditions shall be deemed to preclude or render inoperative the service of any notice, letter or other communication upon the contractor personally.

55. Arbitration & conciliation clause and Interest clause :

- I. (I). 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 or 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 issuing the contract.
- II. 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 Hyderabad.
- III. The cost of arbitration shall be borne as per the award of the Arbitrator. Subject to the arbitration in terms, the courts at Sangareddy, Telangana State shall have exclusive jurisdiction over any matter arising out of or in connection with this contract.
- IV. 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.
- V. **In case of contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:** In the event of any dispute or difference relating to the interpretation and application of the provisions of the contract,

Signature of Contractor

such dispute or difference shall be referred by either party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and justice, Government of India. Upon such reference the dispute shall be decided by the Law secretary or the special Secretary or Additional secretary when so authorized by the Law secretary, whose decision shall bind the parties hereto finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the arbitrator.

VI. INTEREST CLAUSE:

In order to bring uniformity in all the contracts / agreements entered between BHEL and its contractors / vendors / suppliers / service providers etc., it is hereby advised to incorporate the following clause in all tenders and agreements.

“No interest shall be payable by BHEL on earnest money or security deposit or any money due to the contractor by BHEL.”

56. Tax will be deducted at source from the running bills as per applicable income tax rules and other statutory requirements.

57. **FINALISATION OF TENDER:** The price bids of all the technically qualified would be opened and the L1 party would be decided on basic cost. If L1 rates are greater than our estimation, negotiation will be carried out and rates shall be finalized.

58. **PENALTY CLAUSE:** A penalty equivalent to payment per day shall be recovered from the bills, in case the vehicle/driver does not report on any day(s) or is under break down or the vehicle does not carry out the work as instructed by the BHEL nominated person.

59. *The Rates quoted shall remain valid for entire contract period. However re-imburement / recovery will be made for increase / decrease only in the cost of fuel. No other variations other than the cost of fuel will be allowed by BHEL during the tenure of the contract period. The escalation is based upon diesel cost on the date of opening of technical bids. Escalation for increase / decrease in diesel cost will be re-imbursed / recovered at the rate of 0.0071 rupee per KM for every 10 paise per litre increase / decrease in fuel cost (Prevailing on the last date of the calendar month). The escalation is applicable at actual KM run for re-imburement / recovery.*

60. Any discrepancies in the tender documents shall be brought out separately on a letter.

61. Price bids should not contain any written content other than the quoted prices. Even if any content is written it shall not be considered.

62. FORCE Majeure clause:

The contractor shall not be considered in default if delay/non-availability of vehicle occurs due to causes beyond their control such as Acts of God, Natural calamities, Fire, Frost, Flood, Civil War, civil commotion, riot, Government Restrictions. Only those causes that have duration of more than seven days shall be considered cause of force majeure. Notification to this effect duly certified by local chamber of commerce/statutory authorities with supporting documents shall be given by the

Signature of Contractor

contractor to BHEL by registered letter/courier service immediately without loss of time. In the event of delay due to such causes the delivery schedule shall be extended for a length of time equal to the period of Force Majeure or at the option of BHEL the order may be cancelled. Such cancellation would be without any liability whatsoever on the part of BHEL.

63. The Bank account details for payment of tender cost & EMD through RTGS/NEFT mode is as follows:

BANK ACCOUNT DATA FOR RTGS/NEFT MODE OF PAYMENT

1. Party Code

2. Option : RTGS/NEFT

3. Beneficiary Details:

A) Name of Beneficiary : BHARAT HEAVY ELECTRICALS LIMITED

B) Address : RAMACHANDRAPURAM, HYDERABAD- 502032.

C) Bank Name : STATE BANK OF INDIA

D) BRANCH NAME : BHELTOWNSHIP, HYDERABAD- 502032.

E) Account No. : 62048154115

F) Account type : Current A/c

G) Bank IFSC Code : SBIN0020075

H) Bank MICR Code : 500002370

64. MSME Supplier

MSE suppliers can avail the intended benefits (Tender documents fee of cost, exemption of EMD) only if they submit along with the offer, attested copies of either valid NSIC certificate or UDYAM certificate along with attested copy of a CA certificate (Format follows where deemed validity of UDYAM certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e- procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer in the format given below:

Signature of Contractor

Certificate by Chartered Accountant on letter head for MSME bidder

This is to Certify that M/S

.....

(hereinafter referred to as 'company') having its registered office at

.....

.....is registered under Micro, Small and Medium Enterprises Development Act , 2006 (**MSMED Act, 2006**) having **Udyam Registration Number**

No:.....**Category:**.....,

(Micro/Small/Medium)(Copy enclosed).

Further Verified from the Books of Accounts, the **investment and turnover** of enterprise for the latest audited financial year is as follows:

1. Investment in plant and machinery or equipment (i.e. all tangible assets other than land and building, furniture and fittings) calculated as specified by the Ministry of Micro Small and Medium Enterprises vide its notification No. S.O.2119 (E) Dated: 26.06.2020 is ₹.....Lacs.
2. Turnover of the enterprise calculated as specified by the Ministry of Micro Small and Medium Enterprises vide its notification No. S.O.2119 (E) Dated: 26.06.2020 is ₹.....Lacs.
3. The above investment in plant and machinery or equipment is within the permissible limit of ₹..... Lacs **and** Turnover is within the permissible limit of ₹..... Lacs applicable for..... Micro / Small / Medium (Strike off which is not applicable) Category under MSMED Act 2006.

Date:

(Signature)

Name -

Membership Number -

Seal of Chartered Accountant.

Signature of Contractor

7.0 General instructions to bidders:

1.	Bidders are required to go through instructions carefully and complete all the formalities as required. In event of furnishing false or incorrect information, the offers shall be rejected and no correspondence will be entertained in this regard.
2.	Bidders are required to submit the offer in two parts. I) Techno-commercial bid along with un-priced bid II) Price bid. Each bid shall be kept in separate envelopes, which should be properly sealed. Both envelopes shall be put together in a large envelope and shall be submitted to concerned official at Vendor Complex as per the tender date and time.
3.	Bidders are required to ensure that all columns of the bid are duly filled in. If any incorrect rates or unusually low rates are mentioned the offer shall be rejected and no correspondence will be entertained in this regard.
4.	The techno-commercial bid should accompany the Demand Draft for Earnest Money Deposit and cost of tender document along with other relevant supporting documents. In case of non-submission of Earnest Money Deposit/ Document cost along with the technical bid, the offer is liable to be rejected.
5.	Bidders are required to submit duly filled in tender documents before 1100 hrs as mentioned earlier at Vendor Complex, Administrative Building (BHEL).
6.	The techno-commercial bids will be opened on the same day as mentioned earlier at 1330 hrs at Vendor complex, BHEL, RCPuram.
7.	Bidders or bidder's representatives may attend the tender opening on the above mentioned date, time and place. No separate intimation will be given to bidders.
8.	L1 party would be decided based on the 'basic rate'. However, negotiations will be carried out if Rate quoted by L1 party is greater than our estimation.

ANNEXURE - II

S.o UNDER TAKING

(For tenderers not in possession of Mahindra XYLO (AC) at the time of submission of tender documents)

I/We, the undersigned have participated in the tender for 'Hiring of Mahindra XYLO (AC) for a period of ONE year' vide Tender Ref. No. HY/TPT/CISF_Xylo/2022-23 dt.16-Dec-2022 hosted by Transport Department, BHEL, Ramachandrapuram, Hyderabad – 502032.

In the above said tender I/we have not submitted the details of Mahindra XYLO (AC) of 2020 or later models at present.

If I / we stand L1 in the tender or if order is received for supplying XYLO (AC) with power windows of 2020 or later model for a period of ONE year, I / we will produce the vehicle with maximum mileage run of **75000 KM or less** physically at the time of inspection, for which the date and time will be intimated by transport department along with requisite documents.

I/We will deliver the vehicle for inspection on or before 10 (TEN) days from the date of issue of LOI.

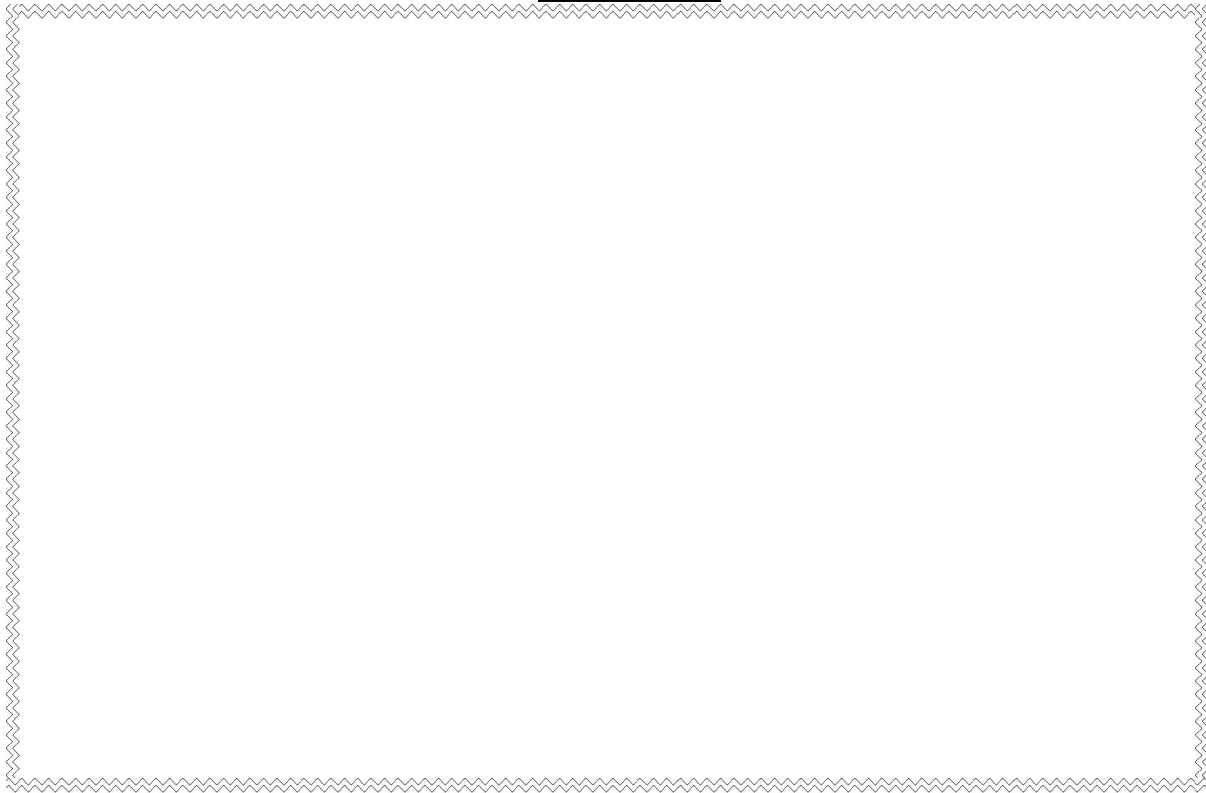
Name, Address of the Contactor _____

Mobile Number: _____

Landline Number: _____

Signature of Contractor

ANNEXURE III



RIGHT TO USE AGREEMENT

I, _____, S/o, D/o, W/o _____, aged _____ years R/o. _____ address _____ (Sup. Code : _____) (hereinafter called as FIRST PARTY) solemnly affirm and declare as follows:

I, am the Owner of Vehicle **Regn. No:** _____ Maker's Classification: _____ **Model :** _____ Chassis No. _____, Description of Vehicle : _____, the Vehicle stands on my name.

_____, S/o _____, aged _____ years R/o. _____ address _____ (Sup. Code: _____) (hereinafter called as SECOND PARTY) has engaged my Vehicle bearing

Regn. No : _____. I hereby declare that _____ has right to use my Vehicle. Hence I will never claim demand or anything from the Second Party regarding the work, Bills Payment of the said Vehicle bearing **Regn. No.** _____ from BHEL, RC Puram, Hyderabad – 502 032.

Signature of First Party

Signature of Contractor

9.0 PRICE BID**ANNEXURE - IV**

Price bid for "Hiring of Mahindra XYLO (AC) with power windows along with drivers, fuel and maintenance costs for 1800 KM. run per month for commandant/CISF on all days for a period of 1 (One) Year. The vehicles shall be available with drivers @24 hours in a day."

Sl. No.	Description	Rate	
		In Figures	In Words
1.	Basic monthly hire @1800KM per month including drivers, fuel and maintenance @24Hrs per day on all days including Sundays and holidays.	Rs.	
2.	Extra Kilo meter rate (Maximum 600 extra kilometers per month are allowed)		
3.	GST (tick any)	Extra/Inclusive	

Name, Address of the Contactor

Mobile Number:

Landline Number:

Signature of Contractor