



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

PH: 011-66337438
e-mail: vikrantk@bhel.in

Bharat Heavy Electricals Limited भारत हेवी इलेक्ट्रिकल्स लिमिटेड



Corporate Administration
कॉर्पोरेट प्रशासन

BHEL HOUSE, ASIAN GAMES VILLAGE COMPLEX
SIRI FORT, NEW DELHI - 110 049

Tender for

Lifting of fuel on credit basis for official cars & DG set at BHEL House, Siri Fort,
New Delhi.

Tender No: AA: GAX:23: VF:101

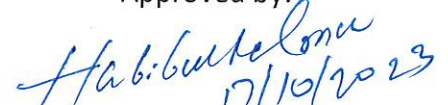
Date: 17-10-2023

Submission of tender on or before 31-10-2023 by 15:00 Hrs
Due date for opening on 31-10-2023 at 15:30 Hrs

Prepared By:


Vikrant Kumar
New Delhi

Approved by:


Habibul Rehman



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

PH: 011-66337438
e-mail: vikrantk@bhel.in

TENDER ENQUIRY

Tender No: AA: GAX:23: VF:101

Date: 17-10-2023

Sub: Limited Tender for Providing fuel (Petrol & Diesel) to BHEL on credit basis for 2 years

Bids are invited in sealed cover with tender No., Date and Due Date, legibly super scribed on it, for the under mentioned Scope of work subject to acceptance of the enclosed Terms and Conditions. The quotation should be put in the tender box in the **office at security check on entry gate no-3** on or before the Due Date.


S. No.	Description / Instructions
1.	Lifting of fuel for BHEL official cars & DG sets at BHEL House. Present average monthly consumption is approx. 5358.42 litre of petrol and 233.33 litre of diesel, which may increase / decrease as per BHEL requirement.
2.	Important instructions 1. Bidders must go through all these Annexures before submitting the bid. All information as sought in the tender shall be furnished in totality. 2. Offers should be submitted in Two Parts as described in Annexure-A. 3. The prices must be quoted in the enclosed Price bid format ONLY. 4. The offers shall remain valid for a period of 90 days from the date of Part-I opening & 60 days from the date of Part –II bid opening. 5. BHEL reserves the right to open the price bids of only those parties who accept all terms & conditions. 6. Part –II bids (Price Bid) of only techno- commercially qualified parties shall be opened. The date of opening of Part-II bids shall be communicated to all the techno-commercially qualified bidders

Quotations (Part -I & Part-II) are to be submitted in separate sealed envelopes put together in one sealed envelope. Part –I bid shall be opened on the Due **Date of opening i.e. 31-10-2023 at 15:30 Hrs**, in the presence of authorized representatives of the parties, if present.

Thanking you,

For and on behalf of BHEL


विक्रान्त कुमार / Vikrant Kumar
प्रबंधक / Manager
आई.एस.एम.जी.-कॉर्पोरेट प्रशासन / ISMG-Corp. Administration
भारत हेवी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Limited
बी.एच.ई.एल हाउस, सीरी फोर्ट / BHEL House, Siri Fort
नई दिल्ली-110049 / New Delhi-110049

	<p align="center">BHARAT HEAVY ELECTRICALS LIMITED CORPORATE (HR – GAX) BHEL HOUSE, SIRI FORT, NEW DELHI – 110049.</p>	<p>PH: 011-66337438 e-mail: vikrantk@bhel.in</p>
----------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------

Annexure –A

Tender No: AA: GAX:23: VF:101

Date: 17-10-2023

Procedure for submission bid & Pre– Qualifying Requirements (PQR)

1. Bid has to be submitted in two-part format, as follows:

- a. Part-I: This part shall contain the following documents-
 - a) Tender document (excluding Price bid) signed & stamped on all pages.
 - b) All documents as per PQR at S.No.2 below.
 - c) Signed & stamped copy of PAN.
 - d) Other supporting documents, if any.
- b. Part- II: This part shall only contain the duly filled, signed & stamped price bid (Annexure-C) & nothing else. Any part –I document if found with part –II bid shall not be considered for evaluation at part-I level.
- c. Both Part- I & Part– II bids shall be put in separate sealed envelopes, clearly indicating Part-I/II, Tender No., Date of issuance of NIT, Due Date of submission & name of the bidding company /authority which shall be finally put in a single envelope with tender No., Date of issuance of NIT, Due date of submission & name of the bidding company/authority. The bid shall be submitted at BHEL House, Siri – Fort, New Delhi -110049 in the Tender Box at Security Check on Entry Gate no.3, well before the due date & time of submission. The tender shall not be handed over to any individual at BHEL & only be put in the tender box.
- d. Keep checking the www.bhel.com & www.eprocure.gov.in websites / portals for corrigendum or addendum ,if any.


2. Pre- Qualifying Requirements (PQR)

- a. Fuel stations must have a functional lease / contract / agreement with respective fuel companies with validity for next 2.5 years w.e. from the last date of bid submission including bid extension (if any). An undertaking related to this shall be submitted by the bidder in given format i.e. **Annexure G**.
- b. Acceptance of only BG (**Annexure-F**) as security given by BHEL for lifting of fuel on credit basis, which shall be equivalent to maximum 1 month's billing amount, based on estimated consumption & prevalent fuel rates (as on 23-09-2023). No other instrument of advance payment shall be used.
- c. Make in India Compliance: The bidder shall submit the document complying Public Procurement (Preference to Make in India), Order 2017
- d. No deviation (**Annexure-D**) from any of the tender terms & conditions.

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



Signature
 With Name, Designation & Seal of the Firm

	<p align="center">BHARAT HEAVY ELECTRICALS LIMITED CORPORATE (HR – GAX) BHEL HOUSE, SIRI FORT, NEW DELHI – 110049.</p>	<p>PH: 011-66337438 e-mail: vikrantk@bhel.in</p>
----------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------

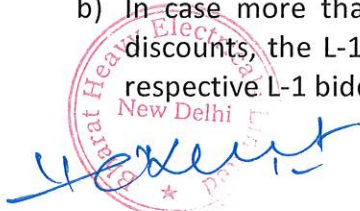
Annexure-B


Tender No: AA: GAX:23: VF:101

Date: 17-10-2023

General Terms & Conditions

1. The successful bidder / fuel station shall supply petrol (approx. 5358.42 litres/month) & diesel (approx. 233.33 Litres / month) for BHEL official cars and DG set, as and when required. At the time of award of the contract, a list of BHEL owned cars, with details of car registration no., make of the car, and the name of the driver shall be communicated by BHEL. The number of vehicles may increase or decrease at any point of time during the contract. In addition, one diesel generator is installed in BHEL House, Asian Games Village, Siri Fort, New Delhi. The successful bidder shall be required to maintain two separate accounts, one each for the Corporate Office and Power Sector.
2. **Any increase / decrease in the prices of petrol / diesel, notified by the concerned oil Company shall be admissible during the course of the contract based on documentary evidence for such an increase / decrease.**
3. **Prevailing Fuel Price:** For calculation purpose fuel rates prevailing as on date 23-09-2023 has been considered. Please note above is for calculation only & the payment for all the purchases shall be done on the basis of prevailing rate of fuel on the date of purchase.
4. The successful fuel station shall issue a Credit Book(s) / booklets containing vouchers / slips for fuelling respective car(s). The petrol shall be supplied only on presentation of the slip, duly signed by the authorized official of BHEL.
5. BHEL shall communicate the name of the authorized officials of BHEL who would be signing the slips for drawing petrol. Similarly, an official shall be authorized for taking diesel from the fuel station.
6. The fuel station shall forward a copy of the slip duly signed by the driver & authorized official of BHEL along with their bill(s).
7. Based upon the present requirement, if required, BHEL shall furnish bank guarantee equivalent to the sum desired by the successful fuel station, maximum up to one month's purchase of petrol / diesel. The amount of BG so furnished by BHEL at the time of award of contract shall remain firm during the validity of the contract. For calculating the BG amount the fuel price as on date 23-09-2023 shall be admissible, irrespective of extension in bid submission and part-1 bid opening date (if any).
8. **Evaluation Criteria:**
 The offer shall be evaluated based on S.No.08-E of the price bid at Annexure-C.
 - a) In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from respective L-1 bidders.
 - b) In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s).



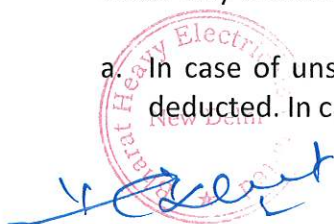
	<p align="center">BHARAT HEAVY ELECTRICALS LIMITED CORPORATE (HR – GAX) BHEL HOUSE, SIRI FORT, NEW DELHI – 110049.</p>	<p>PH: 011-66337438 e-mail: vikrantk@bhel.in</p>
----------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------

- c) Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.
- d) The evaluation currency for this tender shall be ₹. i.e. INR.
9. **Contract Period:** The contract shall be awarded initially for a period of two years which may be extended further on the same rate & terms with mutual consent in writing.
10. **Payment Terms:** Best efforts shall be made to release the payment within 15 working days from the date of receipt of invoices, in duplicate, along with the vehicle-wise petrol slips / vouchers, duly signed by BHEL authorized official & the driver. BHEL shall prefer fortnightly billing. The remittance of payment shall be through NEFT. However, no interest shall be payable for delay in releasing the payment, if any.
11. The offer shall remain valid for a period of 90 days from the due date of opening of Bid.
12. Bid should be free from correction and erasers. Corrections, if any must be counter-signed. If there is a difference between price quoted in words and figures or there is any other discrepancy in the price schedule, higher value(s) will be considered for evaluation and lower values will be considered for ordering.
13. In the price bid format, 'RD' is round trip road travelling distance to the fuel station from BHEL House, Siri-Fort, New Delhi-110049. This distance shall be in km's. with up to 2 decimal places.
14. 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.
15. BHEL reserves the right to increase /decrease the no. of cars and consequential quantity of petrol /diesel during the period of contract, including the extended period, if any.
16. Part –I bid shall be opened on the Due Date of opening i.e. 31-10-2023 at 15:30 Hrs, in the presence of authorized representatives of the parties, if present. If the due date of bid submission/ Part-1 bid opening (including extension, if any) falls on holiday/non-working day in BHEL, the bid shall be opened on the next working day at the scheduled time i.e. 15:30 Hrs. BHEL reserves the right to cancel the tender / reject the offer(s) at its own discretion.

In case of any clarification / doubt, bidders may contact the tender document issuing authority, i.e. *Shri Vikrant Kumar, Manager (HR-GAX) through Email id: vikrantk@bhel.in or Mob: 9759669400*, before submission of their offer.

17. **Penalty Clause:** - In case of reporting of unsatisfactory services / complaint of misbehaviour of your staff, etc., BHEL reserves the right to impose a penalty, which shall be deducted from the subsequent bill. The total penalty amount in any month shall not exceed 2% of monthly bill under any circumstance.

a. In case of unsatisfactory service in the course of refuelling, a penalty of Rs. 500 shall be deducted. In case of more than 1 unsatisfactory service in a month an additional 0.5 % of the



amount of monthly bill will be deducted per unsatisfactory service limited to maximum 2.00 % of the monthly bill.

- b. In case of misbehaviour of your staff the penalty of Rs. 500 per such complaint shall be deducted from the monthly bill.


18. The contract can be terminated by giving minimum of 30 days' notice from either side.

18.1 INCIDENTS RESULTING IN TERMINATION OF CONTRACT: Following incidents will be considered as reason for both; imposition of penalties being in the nature of liquidated damages for breach of contract and may also attract termination of contract prior to its conclusion and the completion of the services assignment as the case may be.

S. No.	INCIDENT
a.	In the event of external factors (like natural disasters) which are beyond the control of the Contractor or BHEL.
b.	BHEL reserves the right to terminate by prior written notice, the whole or part of the contract. The notice of termination shall specify that termination be for BHEL's convenience, the extent to which performance of work under the contract is terminated and the date on which such termination becomes effective.
c.	In the event of Failure/inability of one party or the other.
d.	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.
e.	In the event of cancellation of any of the licenses or statutory permissions required for carrying out the services.
f.	In case, the personnel deployed by the Contractor found to have indulged in any criminal activity in BHEL premises.
g.	In case of any misrepresentation while claiming the payment.
h.	In case of non-compliance of any statutory obligations (as stated in this tender document) by the Contractor during the execution of Contract, may results into termination of Contract. In addition to the above, the Contractor shall also be liable for the penalties provided under the respective statute.
i.	In case of repeated violation of any of the terms of the agreement despite giving warnings on different occasions.
j.	If the Contractor fails to deliver any or all of the services within the time period(s) specified in the Contract, or any extension thereof granted by BHEL;
k.	If Contractor fails to perform any other obligation under the Contract;

18.2 The grounds mentioned herein (above) are not exhaustive but merely illustrative. BHEL reserves its rights to terminate the Contract (in whole or in part) at any time in the event the Contractor has contravened any provision of the Contract or any other legal requirement or due to repeated/habitual non-adherence to the qualitative, quantitative and time requirements stipulated in the Contract after giving a notice of 30 days for rectification of the same. If the Contractor has not rectified/ corrected the deficiencies stated in the written notice issued by BHEL, within the period of 30 days from the date of issue of notice, then the Contract may be terminated by BHEL by giving a written communication to the Contractor.



	<p align="center">BHARAT HEAVY ELECTRICALS LIMITED CORPORATE (HR – GAX) BHEL HOUSE, SIRI FORT, NEW DELHI – 110049.</p>	<p>PH: 011-66337438 e-mail: vikrantk@bhel.in</p>
----------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------

18.3 In the event of the termination of the Contract for any reason whatsoever, BHEL's liability shall only extend to making payment to the Contractor of the Contract Price accruing (prorated, if necessary) up to the date of termination for actual services rendered by the Contractor after making all deductions that BHEL is entitled to make pursuant to provisions of this Contract. BHEL shall not have any liability to pay to the Contractor any compensation or reimburse any costs incurred by the Contractor and the Contractor hereby waives any claim for compensation for losses/damages and/or reimbursement of costs.

19. **RECOVERY FROM CONTRACTOR:** Whenever under the contract, any sum of money shall be recoverable from or payable by the contractor, the same may be deducted from any sum then due or which at any time thereafter may become due to the contractor under the contract or under any other contract with BHEL or from his security deposit, or the contractor shall pay the claim on demand without any terms & conditions.

SETTLEMENT OF DISPUTES:

20. **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.


21. ARBITRATION:

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

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

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



	<p align="center">BHARAT HEAVY ELECTRICALS LIMITED CORPORATE (HR – GAX) BHEL HOUSE, SIRI FORT, NEW DELHI – 110049.</p>	<p>PH: 011-66337438 e-mail: vikrantk@bhel.in</p>
----------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------

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.

21.2 In case of order/contract on Public Sector Enterprises (PSE) or a Govt. Deptt., the following clause shall be applicable: -

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred to by either party for arbitration to the sole arbitrator in the department of public enterprises to be nominated by the secretary to the Government of India in-charge of the Department of Public Enterprises. Arbitration and Conciliation Act 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law secretary, Deptt. Of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties hereto finally and conclusively. The parties in the dispute will bear equally the cost of arbitration as intimated by the arbitrator.


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 or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of a suit, any and all actions and proceedings arising out of or relative to the contract shall lie only in the court of competent civil jurisdiction in this behalf at **DELHI** and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts.

23. 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.



	<p align="center">BHARAT HEAVY ELECTRICALS LIMITED CORPORATE (HR – GAX) BHEL HOUSE, SIRI FORT, NEW DELHI – 110049.</p>	<p>PH: 011-66337438 e-mail: vikrantk@bhel.in</p>
----------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------

- 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

- 24. The offers of the bidder who are under suspension and also the offers of the bidder, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com.

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



	<p align="center">BHARAT HEAVY ELECTRICALS LIMITED CORPORATE (HR – GAX) BHEL HOUSE, SIRI FORT, NEW DELHI – 110049.</p>	<p>PH: 011-66337438 e-mail: vikrantk@bhel.in</p>
----------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------

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(s) 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.



	<p align="center">BHARAT HEAVY ELECTRICALS LIMITED CORPORATE (HR – GAX) BHEL HOUSE, SIRI FORT, NEW DELHI – 110049.</p>	<p>PH: 011-66337438 e-mail: vikrantk@bhel.in</p>
----------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------

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.


26. **Due Diligence:** The Bidder is expected to examine all instructions, forms, terms & specifications in the bidding document. Failure to furnish all information required by the bidding document or submission of a bid not responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid.

27. **DEVIATIONS:** Deviations, if any, may be indicated in format enclosed (Annexure-D). BHEL will consider the deviations if the same are declared in the specified deviation format, or else it will be considered that there is no deviation taken. Deviation mentioned elsewhere in the offer shall not be considered. BHEL reserves the right to accept or reject the deviation sought. Bidder may note that Bid shall be in full compliance to the requirements of Bidding Document, failing which bid shall be considered as non-responsive and may be liable for rejection.

28. Lowest amount quoted against the Tender need not be acceptable to BHEL and in that case BHEL would not consider the same for Award of Contract. BHEL would negotiate or re-float the Tender if price is not the lowest acceptable price to them inter-alia other reasons.

29. BHEL may decide holding of pre-bid discussion [PBD] with intending bidder as per date indicated in the NIT. The bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Bidder shall plan their visit accordingly. The outcome of pre-bid discussion (PBD) shall also form part of tender.

30. In the event of any conflict between requirement of any clause of this specification/ documents/drawings/data sheets etc. or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail.

	<p align="center">BHARAT HEAVY ELECTRICALS LIMITED CORPORATE (HR – GAX) BHEL HOUSE, SIRI FORT, NEW DELHI – 110049.</p>	<p>PH: 011-66337438 e-mail: vikrantk@bhel.in</p>
----------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------

Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting/submission of offer, else BHEL's interpretation shall prevail. In this regard decision of BHEL shall be final and binding.

31. Unless specifically mentioned otherwise, bidder's quoted price shall have deemed to follow tender including PBD (if any).

32. No Reverse Auction (RA) shall be conducted for this bid.

33. BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life / permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below.

32.1 Victim: Any person who suffers permanent disablement or dies in an accident as defined below.

32.2 Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/ operation and works incidental thereto at BHEL factories/ offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works / during working at BHEL Units/ Offices/ townships and premises/ Project Sites.

32.3 Compensation in respect of each of the victims:

(i) *In the event of **death or permanent disability resulting from Loss of both limbs: ₹10,00,000/- (Rupees Ten Lakhs).***

(ii) *In the event of **other permanent disability: ₹7,00,000/- (Rupees Seven Lakhs).***

32.4 Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to Section 2 (I) of the Employee's Compensation Act, 1923."

34. BHEL reserves the right to cross-check / verify the genuineness of the documents submitted along with the offer by the bidder. At any stage, BHEL may also ask for original documents and bidder / contractor has to submit the same. If at any stage, the document(s) submitted by bidder / contractor is/are found incorrect/ false, the necessary action will be taken by BHEL against the bidder/contractor as per extant guidelines / policies / terms & conditions of this tender.



35. 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

36. PROVISIONS FOR START-UP

Norms for Start-ups Medium Enterprises 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 29.09.2021.

37. **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.

38. For this procurement, the local content to categorize a supplier as Class I local supplier/ Class II local Supplier/ Non-Local supplier and purchase preference to Class I local supplier, is as defined in Public Procurement (Preference to Make In India), Order2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but therefore opening of part-II bids against NIT.

Signature
With Name, Designation & Seal of the Firm



	BHARAT HEAVY ELECTRICALS LIMITED CORPORATE (HR – GAX) BHEL HOUSE, SIRI FORT, NEW DELHI – 110049.	PH: 011-66337438 e-mail: vikrantk@bhel.in
-------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------

Annexure - C

Tender No: AA: GAX:23: VF:101

Date: 17-10-2023

Price Bid


Sl.No.	Description	Petrol	Diesel	Total
A	B	C	D	E = C + D
1	Estimated consumption per month (in Litres)	5358.42	233.33	NA
2	Prevailing Rate (all-inclusive) as on 23-09-2023 i.e. estimate date (in ₹. per litre; this shall keep on revising in line with revision from Oil Marketing companies)	₹ 96.72	₹ 89.62	NA
3	Estimated fuel billing per month (in ₹.)	₹ 5,18,266.38	₹ 20,911.03	₹ 5,39,177.42
4	Discount offered i.e. Less (Quote in ₹/litre up to two decimal place)	₹	₹	NA
5	Corresponding Discount Amount (sl. no 04 x sl. no 01)	To be calculated by BHEL		To be calculated by BHEL
6	Effect of distance (The bidder to quote round trip distance by road from their fuel pump to BHEL House in Km up to 2 decimal places).	_____ Km		NA
7	Corresponding Amount adjusting for distance effect (round trip distance in KM x Refuelling cost per kilometre per month of all fleet i.e. ₹ 1614.40)	To be calculated by BHEL		To be calculated by BHEL
8	Final evaluation value (₹)	Total {3E-5E+ 7E}		To be calculated by BHEL

Note:

- Distance Calculation:** The bidder to quote round trip distance by road i.e. Back and forth from their fuel pump to BHEL House in Km up to 2 decimal places. The bidder must also attach a copy of screenshot of google map certifying the quoted distance.
- Rate Considered:** BHEL has taken rate of petrol & diesel of 23-09-2023. This is only for evaluation purpose & all the payment shall be done on the basis of rate prevailing on respective date of purchase.
- Evaluation Criteria:** Ranking of bidders shall be done on the basis of value of S.No.08-E above. The bidder with lowest value arrived on sl.no 08-E i.e. lowest cost of BHEL shall be the L1 bidder.
- Any statutory variation during the entire contract period shall also be admissible.
- Refuelling cost is the average running cost of all fleet per km per month travelling from BHEL House to the fuel station for refuelling.


 Vikrant Kumar
 Bharat Heavy Electricals Ltd.
 New Delhi
 *

Signature
With Name, Designation & Seal of the Firm

	<p align="center">BHARAT HEAVY ELECTRICALS LIMITED CORPORATE (HR – GAX) BHEL HOUSE, SIRI FORT, NEW DELHI – 110049.</p>	<p>PH: 011-66337438 e-mail: vikrantk@bhel.in</p>
----------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------

Annexure-D

Tender No: AA: GAX:23: VF:101

Date: 17-10-2023

Deviation / No Deviation Certificate

(To be submitted in Part –I Bid)

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


Or

We hereby accept all terms and conditions of the above tender except the followings:

1.
2.
3.

Signature
With Name, Designation & Seal of the Firm



	<p align="center">BHARAT HEAVY ELECTRICALS LIMITED CORPORATE (HR – GAX) BHEL HOUSE, SIRI FORT, NEW DELHI – 110049.</p>	<p>PH: 011-66337438 e-mail: vikrantk@bhel.in</p>
----------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------

Annexure-E

Tender No: AA: GAX:23: VF:101

Date: 17-10-2023

DECLARATION

(To be submitted in Part-I Bid)

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


Name

Designation

Signature

With Name, Designation & Seal of the Firm



	<p align="center">BHARAT HEAVY ELECTRICALS LIMITED CORPORATE (HR – GAX) BHEL HOUSE, SIRI FORT, NEW DELHI – 110049.</p>	<p>PH: 011-66337438 e-mail: vikrantk@bhel.in</p>
----------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------

Annexure-F

Tender No: AA: GAX:23: VF:101

Date: 17-10-2023

Acceptance of Only BG

(To be submitted in Part-I Bid)

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

No other instrument of advance payment shall be used.

Signature
With Name, Designation & Seal of the Firm





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

PH: 011-66337438

e-mail: vikrantk@bhel.in

Annexure-G

Tender No: AA: GAX:23: VF:101

Date: 17-10-2023

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

(To be submitted in Part-I Bid)

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

Signature

With Name, Designation & Seal of the Firm



Annexure - H

Tender No: AA: GAX:23: VF:101


Date: 17-10-2023

Bidder's Details

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



Signature
With Name, Designation & Seal of the Firm

	<p align="center">BHARAT HEAVY ELECTRICALS LIMITED CORPORATE (HR – GAX) BHEL HOUSE, SIRI FORT, NEW DELHI – 110049.</p>	<p>PH: 011-66337438 e-mail: vikrantk@bhel.in</p>
----------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------

Annexure-I

Tender No: AA: GAX:23: VF:101

Date: 17-10-2023

NEFT Details Format

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

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

Also, please find enclosed a photocopy / cancelled copy of one leaf from my cheque book for the codes required above.

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

Thanking you,



Signature
With Name, Designation & Seal of the Firm