



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

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Bharat Heavy Electricals Limited
भारत हेवी इलेक्ट्रिकल्स लिमिटेड



Corporate Administration
कॉर्पोरेट प्रशासन

BHEL HOUSE, ASIAN GAMES VILLAGE COMPLEX
SIRI FORT, NEW DELHI - 110 049
Tel: -011-66337438

Open Tender enquiry

for

Hiring of 7 nos. of car (Tata Nexon EV Max XZ + (7.2 KW) Variant) on operating lease basis.

NIT No.- AA: GAX: 22: CR: 202, Dated: 21-07-2022

Last Date for Submission: Date: 28-07-2022 UPTO 15:00 Hrs.

Vikrant
21-07-2022

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

NIT No: AA: GAX: 22: CR: 202, Dated: 21-07-2022

Sealed tender is invited for the below mentioned work. Tender is invited in open bid system in a sealed envelope, submitted on or before the specified date and time (mentioned below) at the address specified in the tender document.

Sl. No.	Name of work	Contract period	Last date and time of submission of tender	Date and time of opening of Tender	Tender submission venue
1.	Hiring of 7 nos. of car (Tata Nexon EV Max XZ + (7.2 KW) Variant) on operating lease basis for lease period of 04 years	02 Years	28-07-2022 Up to 15:00 Hrs.	28-07-2022 at 15:30 Hrs.	Tender Box at Ground Floor Rear Block Entrance Lobby, BHEL House, Siri Fort, New Delhi-110049

- For detail, refer tender documents.
- Tender documents can be downloaded from BHEL web site (www.bhel.com) or from CPP portal (<http://eprocure.gov.in>). All subsequent corrigendum/amendment shall be published only on website and not in press. Hence, bidders are advised to always be in touch with our said website until the tender is finally opened.
- Late Tender is liable for rejection.
- BHEL reserves the right to accept or reject the bid or cancel or withdraw the invitation of tender without assigning any reason whatsoever and in such case no bidder / intending bidder shall have any claim arising out of such action by BHEL.
- For Penalty refer tender documents.
- In case of any clarification the bidder can contact undersigned on Telephone No.-011-66337438 or at e-mail: vikrantk@bhel.in.


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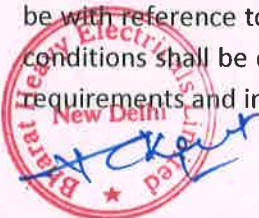
SECTION-I

GENERAL CONDITIONS OF CONTRACT

1. GENERAL INSTRUCTION TO TENDERER

1.1. DISPATCH INSTRUCTION

- 1.1.1. All pages of the tender documents shall be duly signed, stamped and submitted along with the offer in token of complete acceptance thereof. The information furnished shall be complete by itself. The bidder is required to furnish all the details and other documents as per the tender terms & conditions.
- 1.1.2. Documents not signed & stamped by the authorized signatory of the bidder shall not be accepted and considered for evaluation of bid. Any additional documents submitted by the bidder during processing of tender or after placement of order, shall not be accepted unless it is submitted duly signed & stamped as mentioned above.
- 1.1.3. The above requirement is equally applicable even if the documents are received in soft form. In such cases, Documents / Clarifications received through e-mails should be from the registered e-mail ID of the bidder.
- 1.1.4. All documents submitted by the bidder in his submission shall be accompanied with a covering letter giving index interlinking all the documents, which shall be numbered page wise.
- 1.1.5. **COMMUNICATION & CORRESPONDENCE:** Bidder has to provide at least one valid email ID for fast communications. Two email IDs are desirable. All communications related to the tender shall be sent to these email IDs and hard copies will not be sent. Such communication(s) shall be deemed as delivered and final. Bidder has to regularly view their email and also remain in touch with the Notice Inviting Authority to remain updated. Non-viewing of e-mail or non-functioning of Internet & PC will not be entertained as a reason for no-response to any official communication. Two Mobile phones numbers should also be provided for communication / reminder(s). Such phones should be promptly attended. If due to any reason, bidder / authorized representative is unable to attend a call, he/she should revert to BHEL officials as soon as possible on the same day or, at the maximum, on the next working day. Any change in e-mail ID should be properly communicated in person, e-mail & hard copy. Later, during the execution of contract as well, non-response to a communication calling for action, shall be deemed to be a deliberate violation of contract condition and may invite suitable penalty for respective violation as per penalty causes.
- 1.1.6. Bidder are advised to study complete tender documents carefully. Submission of tender by any bidder shall be deemed to have been done after careful study, examination of the tender document and with the full understanding of the implications thereof. If the bidder has any doubt about the meaning of any portion of the tender specification or find discrepancies or omissions in the tender document issued or require clarification on any of the technical aspects, scope of work etc., he/she shall at once, contact the authority inviting the tender for the same, well in time (so as not to affect last date of submission) before the submission of the tender or else, BHEL's interpretation shall prevail & shall be binding on the bidder. Bidder request for clarifications shall be with reference to Section and Clause numbers given in the tender document. The specifications, terms and conditions shall be deemed to have been accepted by the bidder in his offer. Non-compliance with any of the requirements and instructions of the tender enquiry may result in the rejection of the bid.





1.1.7. All entries in the tender documents should be in one ink. Bid should be free from correction, overwriting, using corrective fluid etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection.

1.1.8. No clause of the tender document should be altered /amended /edited etc. by the bidder under any circumstances.

1.2. SUBMISSION OF BID

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

1.2.2. Bid submitted by post shall be sent by 'REGISTERED POST / COURIER' and shall be posted with due allowance for any postal/courier delays. BHEL takes no responsibility for delay, loss or non-receipt of bid sent by post/courier. The bids received after the specified time of their submission are treated as 'Late Bid' and shall not be considered under any circumstances.

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

1.3. TENDER OPENING:

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

1.3.2. Carrying/ use of mobile phone/ camera and any such recording device by vendors' representatives in the Tender Opening Room is prohibited.

1.3.3. **Bidding Process:** BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.

1.4. LANGUAGE

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

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

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



- 1.4.4. Singular & Plural: Words importing the singular number shall also include the plural and vice versa, where the context requires.
- 1.4.5. Headings and Marginal Headings: The headings and marginal headings in NIT are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or to be taken into consideration in the interpretation or construction thereof or the contract.
- 1.5. **PRICE DISCREPANCY / CORRECTION OF ARITHMETIC ERRORS:** Provided that the bid is substantially responsive, BHEL shall correct arithmetical errors on the following basis:
- 1.5.1. If, in the price structure quoted for the required goods / services / works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- 1.5.2. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- 1.5.3. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of 1.5.1 and 1.5.2 above.
- 1.5.4. If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser i.e. BHEL, the bid is liable to be ignored.
- 1.6. **TENDER EVALUATION / EVALUATION OF BIDS:**
- 1.6.1. Tender evaluation shall be carried out on the basis of documents required and commercial terms & conditions specified in the tender documents.
- 1.6.2. If the “**price**” is not filled up in the Price-bid and is not as per the requirements of the Bidding Documents, the same shall be omitted from evaluation.
- 1.7. **VALIDITY OF OFFER & CONTRACT:**
- 1.7.1. Offers shall remain valid for 120 days’ period from the due date of submission of bid (including extension, if any). In case BHEL calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the bidder(s). In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', BHEL may request the Bidders to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by email. A Bidder may refuse the request without forfeiture of his EMD (if any).
- 1.7.2. The contract will be valid for a period of two (02) years. The same may however be extended further for a period of three months/ part thereof with mutual agreement, in writing, on the same Rates, Terms and Conditions. However, the lease period of each and every vehicle shall be 4 years.
- 1.8. **REJECTION OF BID**





- 1.8.1 BHEL reserves the right to accept or reject any the bid with or without deviation or cancel / withdraw the invitation for bid without assigning any reason whatsoever and in such case bidder shall have no claim arising out of such action by BHEL. The acceptance of bid will rest with BHEL, not binding itself to accept the quoted rates.
- 1.8.2 BHEL also reserves the right to cancel the tender at any stage due to any administrative / internal reasons whatsoever and in such case bidder/successful bidder shall have no claim arising out of such action by BHEL.
- 1.8.3 Unsolicited bid, bid which are incomplete or not in the form specified or defective or have been materially altered or not in accordance with the tender conditions, specifications etc., are liable to be rejected.
- 1.8.4 If a bidder who is a proprietor expires after the submission of his bid or after the acceptance of his bid, BHEL may at their discretion, cancel such a bid. If a partner of a firm expires after the submission of tender or after the acceptance of the tender, BHEL may then cancel such tender at their discretion, unless the firm retains its character.
- 1.8.5 If the bidder deliberately gives wrong information in his bid, BHEL reserves the right to reject such bid at any stage or to cancel the contract if awarded and forfeit the Earnest Money/any other money due.
- 1.8.6 Canvassing in any form in connection with the bid submitted by the Bidder shall make his offer liable to rejection.
- 1.8.7 In case the Proprietor, Partner or Director of the Company/Firm submitting the tender, has any relative or relation employed in BHEL, the authority inviting the tender shall be informed of the fact along with the Offer. Failing to do so, BHEL may, at its sole discretion, reject the tender or cancel the contract.
- 1.8.8 Bidders are advised to study all the tender documents carefully. Any submission of tender by the bidder shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implications thereof. Should the bidders have any doubt about the meaning of any portion of the Tender Specification or find discrepancies or omissions in the tender documents issued are incomplete or shall require clarification on any of the technical aspect, the scope of work etc., he shall at once, contact the authority inviting the tender well in time (so as not to affect last date of submission) for clarification before the submission of the tender. Bidder's request for clarifications shall be with reference to Sections and Clause numbers given in the tender documents. The specifications and terms and conditions shall be deemed to have been accepted by the bidder in his offer. Non-compliance with any of the requirements and instructions of the tender enquiry may result in the rejection of the tender. In case any typing error/other clerical errors is noticed by the bidder, in the tender documents, the same must be pointed out and got clarified before submission of offer, or else, BHEL's interpretation shall prevail & shall be binding on the bidder.
- 1.8.9 By participating in this tender, bidder undertake that the Bidding Document shall be deemed to form part of their bid and in the event of award of work to them, the same shall be considered for constitution of Contract Agreement.





1.9. QUALIFICATION OF BIDDERS

1.9.1 Only bidders who have previous experience in the work of the nature and description detailed in the Notice Inviting Tender and/or tender specification are expected to quote for this work duly detailing their experience along with offer.

1.9.2 Offers from bidders who do not have proven and established experience in the field shall not be considered.

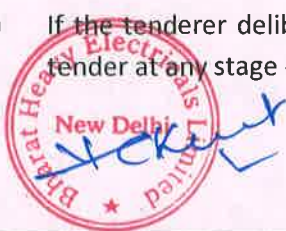
1.10. TENDER EVALUATION / EVALUATION OF BIDS: Tender evaluation shall be carried out on the basis of technical specifications and commercial terms & conditions specified in the tender documents and changes thereof, if any, shall be communicated to all the bidders before Reverse Auction opening.

1.10.1 Technical Bids submitted by the bidder will be opened first and evaluated for fulfilling the Pre-Qualification criteria and other conditions in NIT/Tender documents, based on documentary evidences submitted along with the offer. The documents submitted for qualification of the bidder should be valid on the last date of submission (including extension, if any) of bid.

1.10.2 Reverse Auction shall be done for techno-commercially qualified bidders only and as per the policy and procedure available on www.bhel.com.

1.11. REJECTION OF TENDER

- a) BHEL reserve the right to cancel the tender or reject the lowest or any tender or accept any tender in full or in part without assigning any reasons whatsoever.
- b) Conditional tenders, unsolicited tenders, tenders which are incomplete or not in the form specified or defective or have been materially altered or not in accordance with the tender conditions, specifications etc., are liable to be rejected.
- c) Tenders are liable to be rejected in case of unsatisfactory performance of the tenderer with BHEL, or tenderer under suspension (hold/banning /delisted) by any Unit / Region / Division of BHEL or tenderers who do not comply with the latest guidelines of Ministry/Commissions of Govt. of India.
- d) If a bidder who is a proprietor expires after the submission of his tender or after the acceptance of his tender, BHEL may at their discretion, cancel such tender. If a partner of a firm expires after the submission of tender or after the acceptance of the tender, BHEL may then cancel such tender at their discretion, unless the firm retains its character.
- e) BHEL will not be bound by any Power of Attorney granted by changes in the composition of the firm made subsequent to the execution of the contract. They may, however, recognise such power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.
- f) If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract if awarded and forfeit any money due.





- g) Canvassing in any form in connection with the tenders submitted by the Tenderer shall make his offer liable to rejection.
- h) In case the Proprietor, Partner or Director of the Company/Firm submitting the Tender, has any relative or relation employed in BHEL, the authority inviting the Tender shall be informed of the fact as per specified format, along with the Offer. Failing to do so, BHEL may, at its sole discretion, reject the tender or cancel the contract "The Integrity commitment, performance of the contract and punitive action thereof:

COMMITMENT BY BHEL: BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

COMMITMENT BY BIDDER/ SUPPLIER/ CONTRACTOR: The bidder/ supplier/ contractor 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".

- 1.12. The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to **BHEL Fraud Prevention Policy** displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

1.13. **PROVISIONS FOR MICRO AND SMALL ENTERPRISES (MSEs)**

Norms for of Micro, Small and Medium Enterprises in public procurement with respect to turnover criteria shall be relaxed in line with policy circular no 1(2)(1)/2016-MA dated 10-03-2016 issued by Ministry of Micro, Small and Medium Enterprises & Public Procurement Policy for the Micro and Small Enterprises (MSEs) Order 2012 and subsequent amendments dated 09.11.2018, 26.06.2020 & 16.06.2021. However, it is comprehensible that no relaxation shall be available with respect to experience criteria in this tender.

1.14. **PROVISIONS FOR START-UP**

Norms for Start-ups in Public Procurement with respect to turnover criteria shall be relaxed in line with OM No. F-20-2/2014-PPD (pt.) dated 27th July'2017 and OM No. F.20/2/2014-PPD (pt.) dated 20.09.2016 issued by Ministry of Finance, Department of Expenditure along with DIPP D.O. No. 12(11)/2017-SI dated 22.06.2017, &





DHI's letter no. 10(2)/2015-PE-XII dated 29.09.2020. However, it is comprehensible that no relaxation shall be available with respect to experience criteria in this tender.

- 1.15. **RISK & COST:** This clause, in line with other Conditions of Contract will be invoked in any of the following cases. In any of the following cases, the Contractor shall pay the complete / excess cost to be incurred for the completion of the Contract.
- 1.15.1 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.
- 1.15.2 Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.
- 1.15.3 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.
- 1.15.4 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.
- 1.15.5 Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
- 1.15.6 Non-compliance to any contractual condition or any other default attributable to Contractor/ Supplier.

#In-case inputs from BHEL are likely to be delayed or are actually delayed, this delay may also be taken into account while considering balance period available for execution of Contract.

into account while considering balance period available for execution of Contract.

Risk and Cost against Balance Work:

Risk and Cost Amount = $[(A-B) + (AxH/100)]$

Where,

A= Value of Balance scope of Work/Supply as per rates of new contract

B= Value of Balance scope of Work/Supply as per rates of old contract being paid to the contractor/supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

H= Overhead Factor to be taken as 5

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

If risk & cost clause gets invoked, then due amount shall be applicable for recoveries from contractor /supplier, after informing the Contractor/ Supplier of the total proposed recovery





- 1.16. BHEL shall not be liable for any expenses incurred by the bidder in the preparation of the tender irrespective of whether the tender is accepted or not.
- 1.17. The Contractor will be abiding to execute the work assignments on Job Contract basis strictly in accordance with the terms and conditions of the NIT and the Company in turn also agrees to engage the Contractor accordingly with effect from the date of award.
- 1.18. The successful bidder will be responsible for the quality of the job and will immediately rectify the deficiency pointed out in the job performed.
- 1.19. **SUBLETING:** The successful bidder should not sub-contract part or complete work detailed in the tender specification undertaken by him without written permission of BHEL. The bidder is solely responsible to BHEL for the work awarded to him.
- 1.20. **TERMINATION OF CONTRACT ON DEATH:** Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the accepting officer shall have the option of terminating the contract without compensation to the contractor's authorized survivors.
- 1.21. **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.
- 1.22. **POST TECHNICAL AUDIT OF WORK & BILLS:** BHEL reserves the right to carry out a post payment audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc. and to enforce recovery of any sums becoming due as a result thereof in the manner provided into the proceeding sub-paragraph provided however, that no such recovery shall be enforced after three years of passing the final bill.
- 1.23. **SECURITY OF CONFIDENTIAL INFORMATION:** The Contractor undertakes and agrees that he/it will not disclose or reveal in part or full the proprietary/confidential information, which terms shall mean and include patents, trademarks, service marks, registered designs, copyright, design rights, know-how, confidential information, trade and business names and any other similar protected information of BHEL received during negotiation or currency of the contract to any third party or governmental authorities without written permission from BHEL.
- 1.24. Lowest prices / Monthly Rental received against Tender need not be the acceptable to BHEL and in that case BHEL would not consider the same for award of Contract. BHEL may re-float the Tender if L1 price is not the lowest acceptable price to BHEL inter-alia other reasons. In the event of the final L1 prices are not reasonable / acceptable to BHEL, BHEL also may resort to short closure of this Tender.





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

1.26. **ARBITRATION:**

- a) Both the Company and Contractor hereby agree that in the event of any dispute or difference arising out of the execution of the Order/Contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision between BHEL & Service Provider/ Contractor in any manner touching upon the Order/Contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the arbitration of the person appointed by the competent authority of BHEL. The venue of arbitration shall be in **DELHI** and the Arbitrator's decision shall be final and binding on both 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 venue of arbitration shall be at New Delhi.

- b) In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No 4(1)/2013-DPE(GM)/FTS1835 dated 22.05.2018 and any subsequent amendments thereof.

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

- a. If the Service Provider / Contractor fails to provide the required services as per the Contract / fails to deliver the goods or materials or any instalment thereof within the period(s) fixed for such delivery or delivers goods or materials not of the contracted quality and failing to adhere to the contract specifications or at any time repudiates or otherwise abandons the contract before expiry of such period or refuses or is unable to supply / provide goods / services or materials covered by the Order/Contract either in whole or in part or otherwise fails to perform the Order/Contract or commits any breach of the Order/Contract not herein specifically provided for or in the event of the death or insanity or if the Seller/Contractor being an individual or if a firm on a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the Order/Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolved under the Partnership Act or if the Seller/Contractor (Service Provider) being a company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager, the purchaser without prejudice to his right to recover any expenses, losses or damages to which the purchaser may be put to incur or sustain by reason of the Seller/Contractor's



default or breach of Order/Contract shall be entitled to cancel the Order/Contract either in whole or portion thereof without compensation to the Seller/Contractor (Service Provider) and if the purchaser so desires, he may procure upon such terms and in such manner as he deems appropriate, stores not so delivered or others of a similar description where stores exactly complying with particulars are not, in the opinion of the purchaser, which shall be final, readily procurable, at the risk and cost of the Seller/Contractor (Service Provider) and the Seller/Contractor (Service Provider) shall be liable to the purchaser for any excess costs provided that the Seller/Contractor (Service Provider) shall continue the performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The Seller/Contractor (Service Provider) shall on no account be entitled to any gain on such repurchases.

- b. Cost of the purchases/service made by the Purchaser/Service taker at the risk and cost of the seller/contractor (Service Provider) shall be worked out after levying 5 % overheads as departmental charges on the cost of materials / services so purchased/hired.

1.28. **FORCE MAJEURE:** The conditions of Force Majeure shall means the events beyond control of the parties effected such as act of God, Earthquake, Flood, Devastating fire, War, Civil Commotion, Cyclone, Industrial Lockout and Statutory Act of the Government having bearing on the performance of the Contract. The party affected by Force Majeure shall be obliged to notify the other party within 48 hours, by fax/cable, of the commencement and the end of the Force Majeure circumstances preventing its performance of all or any of its obligations under this order. If performance of obligations under this order is delayed for more than one months due to a continuous Force Majeure, the party not affected by Force Majeure may at any time thereafter while such Force Majeure continues, by notice in writing forth with terminate all or any part of the unperformed portion this order. If this order or any portion thereof is terminated under Force Majeure conditions, the Contractor shall be liable to the COMPANY for any damages, losses or liabilities as result thereof.

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

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

1.31. **OTHER ISSUES**

1.31.1 Value of Non judicial Stamp Paper for Bank Guarantees (if any) and for Contract Agreement shall be not less than Rs 100/- unless otherwise required under relevant statutes.

1.31.2 Letter of Intent (LOI) shall be placed to the successful contractor before Contract Agreement. The Security Deposit amount (if any) shall be specified in the LOI, which has to be deposited to BHEL by the successful contractor before Contract Agreement.

1.31.3 In case of any conflict between the General Conditions of Contract and Special Conditions of Contract, provisions contained in the Special Conditions of Contract shall prevail.





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- 1.31.4 Unless otherwise specified in NIT, offers from consortium / JVs shall not be considered.
- 1.31.5 E- invoicing shall be applicable as per direction/norms of government.
- 1.31.6 This contract will be valid initially for two years from the date mentioned in the award of work. However, BHEL reserves the right to terminate the contract at any time in-between by giving one month's written notice to the contractor without assigning any reason, for which the supplier will not have any claim whatsoever.





SECTION-II
SCOPE OF WORK & SERVICES

- 2.0 BHEL intends to hire cars on “Lease Basis” for a period of 48 months with usage of 80,000 Kilometers for BHEL Corporate Office, New Delhi Brand new “Tata Nexon EV Max XZ + (7.2 KW) Variant”. Cars shall be supplied to BHEL, as may be required from time to time, on operating lease basis for a period of **48 months** with usage of 80,000 Kilometers. Car color shall be indicated by BHEL at the time of placement of order / or entering into Lease Agreement. The car(s) will be required to be equipped with the genuine accessories as fitted / provided by the OEMs. Type of cars to be hired on lease basis and other relevant details are given below:

Category	Make / Model of Car	No. of Cars required	Residual Value (RV)
A	Tata Nexon EV Max XZ + (7.2 KW) Variant	7	20 %

- 2.01 **QUANTUM OF WORK:** The total projected requirement of car(s) is tentative and nos. required during the contract period of 2 years is likely to be 7 Nos. Further, BHEL also reserves the right to increase/decrease the requirements up to 30%. All the car(s) shall be procured on operating lease basis for a period of 48 months with RV on expiry of lease as 20% with usage of 80,000 kms. BHEL also reserve the right to foreclose the required services {(partially or fully) by giving 01 months’ notice to the Leasing Agency(s). The bidder is therefore advised to acquaint himself with the scope of work and quote very carefully. No claim for compensation from the Leasing Agency(s) shall be entertained due to any variation in the quantity of car or work or deletion of requirement of any car.
- 2.02 For the purpose of releasing any requirement of Car(s), its deployment, payment of monthly lease rentals, change of users during the lease period, foreclosure of any car(s), etc., **BHEL-Corporate Administration, BHEL House, Siri Fort, New Delhi – 110049, shall be the Nodal Agency.**
- 2.03 **DOCUMENTATION:** Registration, Comprehensive Insurance and other relevant documents required for running the car(s) should bear names of Leasing Agency and BHEL both. The registration number imprinted on “Green Plate & white lettering” conforming to the Rules & Regulations of respective Transport Authorities, shall be provided by the successful bidder.
- 2.03.1 The Vendor shall submit Service Agreement, RC, Invoice for purchase of the car, Lease Rental Payment Schedule duly signed by the Leasing Agency and BHEL, separate Book Value charts for the Car, considering **Residual Value** at the end of the 4 years lease as specified elsewhere and also for Road Tax & Registration charges with cent percent liquidation during the lease period of 48 months along with Repayment Schedules as early as possible, after effecting the delivery of the car(s). Release of rentals shall commence only after delivery of the car(s) with permanent registration number and all documents required driving the car on road. Apart from these, the other documents should be Book Value Chart, Payment Schedule, Original Purchase invoice of the car, directly to the concerned with a copy to the Nodal Agency notified for the Tender.
- 2.03.2 After releasing the booking of a car(s) by BHEL, the Leasing Agency(s) shall have to obtain acceptance of monthly rental that would be payable on the basis of cost of the car(s) in line with parameters elaborated/illustrated in Estimate sheet on rate quoted in final breakup. Subsequently, this should be duly supported by the invoices related to the car(s) delivered.





- 2.03.3 After delivering the Original RC post-delivery of the car(s) at the specified location, the Leasing Agency(s) shall ensure submission of separate Book Value Charts for Car and Road Tax & Registration charges for the entire period of lease of 48 months along with a copy of Dealer's Invoice, Supplementary Schedule of monthly rentals, Registration Slip, to the BHEL Nodal Agency at Corporate Office.
- 2.03.4 After effecting the delivery of the car(s) at a specified location, all car(s) related documents (RC, Insurance Certificates, etc.) and periodic services incl. repairs and maintenance, etc. shall be made available directly to various BHEL Users by the successful bidder(s) at those locations.
- 2.03.5 BHEL reserves the right to change the user during the course of lease period with intimation to the Leasing Agency(s).
- 2.04 **Cost of Driver & Charging:** The leased cars shall be driven by BHEL Driver(s) and / or drivers outsourced by BHEL and shall be in possession of BHEL during lease period. At the same time car(s) shall be maintained in good running condition by Leasing Agency(s). The cost of charging of EV shall be in the scope of BHEL & Cost of supply & installation of 7.2KW AC fast charger for each vehicle shall be in scope of Leasing Agency. The leasing agency shall be provided the space in BHEL premises to install the requisite no. of chargers as per the BHEL requirement. The charger cost (including installation) shall be in the scope of the leasing agency.
- 2.05 **DELIVERY:** Successful Leasing Agency(s) shall ensure safe delivery of the car(s), at the earliest possible time after release of the booking, at various specified locations by BHEL.
- BHEL's use of the cars shall not be interfered with in any manner whatsoever by the Leasing Agency(s) or any person claiming directly or indirectly to be the Leasing Agency(s).
- 2.06 **BREAK-DOWN SERVICES:** In case the car is immobilized on road due to malfunction / accident, the Leasing Agency(s) shall arrange for its service / repair as the case may be so that it does not cause any inconvenience to its user.
- 2.07 **REPAIR AND MAINTENANCE:** All running repairs and maintenance (other than major accident) shall be rectified immediately by the Leasing Agency(s) at their sole risk, responsibility and cost. Regarding major accident, it shall be repaired by the Leasing Agency(s) in car manufacturer's authorized workshop at their cost and risk subject to insurance claim being admissible by the insurer as per IRDA norms. Further, settling claims with insurance company will be the sole responsibility of Leasing Agency(s) and BHEL will have no liability in this regard.
- 2.08 **Schedule of Routine Maintenance:** The leasing agency shall ensure routine maintenance of the vehicle being hired as indicated by the car manufacturer in the service book. Non-adherence to maintenance on indicated time/kilometer shall result in penalty. Also, any disruption on movement of leased vehicle on account of negligence of maintenance during the currency of contract shall attract penalty.
- 2.09 **Corporate Discount:** While quoting the "Cumulative Total Lease Rental for 48 months", the bidder shall account for available corporate discount for each model and the bidder shall agree to pass on the available corporate discount to BHEL. In addition, it is important to note that the **higher of "actual discount availed at the time of delivery" or the "discount quoted by successful bidder in the breakup of price bid"** shall be accounted for calculating the cost of asset & subsequently the lease rental.
- 2.10 The hired cars on lease will be driven by BHEL Driver (s) and the charging cost shall be provided by BHEL. The Registration Certificate should bear the name of Leasing Agency(s). Hypothecation shall be in the name of Lessor & BHEL should be indicated as Registered owner / use. Also, in line with frame work of EV, the number plate



should be "Green Plate & white lettering" conforming to the Rules & Regulations of respective Transport Authorities. The car(s) so provided by the Leasing Agency(s) on operating lease basis to BHEL should not be sub-leased to any third party.

- 2.11 The Leasing Agency(s) will furnish the details of a trained & efficient manager who will deal with BHEL for all queries & complaints related to the contract.
- 2.12 The Leasing Agency(s) will be abiding to execute the work assignments strictly in accordance with the terms and conditions of the NIT and BHEL in turn also agrees to engage the Leasing Agency(s)/service provider accordingly with effect from the date of award.
- 2.13 The Leasing Agency(s) will be responsible for the quality of the services/cars and will immediately rectify the deficiency pointed out in the cars/services performed.
- 2.14 Leasing Agency(s) will be responsible for **cashless** transaction for repair and maintenance of the cars provided at various locations of BHEL.
- 2.15 Replacement of tyres, tubes and battery, as and when required during the entire lease period of 4 years and in exceptional cases, during the extended period of lease by another 1 year, subject to acceptance by both the parties.
- 2.16 The successful bidder shall submit the breakup of total lease rental per month in format provided by BHEL.
- 2.17 BHEL shall be acquiring the car(s) on operational lease basis for a period of 04 years during which **80% of the capitalized amount** towards value of the Car, **Insurance charges** for the entire lease period and 100% charges on account of **Road Tax & Registration shall get paid** during the lease period and balance **20% shall be the "Residual Value"**.
- 2.18 **Replacement Car:** In case the car is immobilized on road due to malfunction / accident, the Leasing Agency(s) shall arrange a substitute car in place of immobilized car of same model or equivalent in Petrol/Diesel fuel. The bidder must understand that the replacement car provided in between the malfunction/accident must be of 1364 CC capacity (Diesel/Petrol) or above.
- 2.19 **EXTENSION OF LEASE PERIOD:** As per the Terms & Conditions of the Contract, BHEL shall be acquiring the car(s) on operational lease basis for a period of 04 years during which **80% of the capitalized amount** towards value of the Car, **Insurance charges** for the entire lease period and 100% charges on account of **Road Tax & Registration shall get paid** during the lease period and balance **20% shall be the "Residual Value"**. **In exceptional circumstances / exigencies**, BHEL may opt to retain the required car(s) for some time after the expiry of lease period of 48 months. For this, a written communication from BHEL shall be given at least 3 months before the schedule expiry of Lease. Contractor(s) shall furnish the all necessary details in respect of the extended period maximum within 15 days of receipt of written confirmation from BHEL.
- 2.20 For the payment of the lease rentals during the extended period, the successful bidder(s) shall provide the **Book Value Charts of the Car, considering 20% of the initial value of the Car as the capitalized amount** with revised RV of **20%, maximum** for a period of additional 12 months, from the scheduled date of termination of lease. On the said capitalized amount and considering other factors (regular service of the car(s), its maintenance in all respects & Insurance, etc.). In this regard, apart from the said details, the Contractor(s) shall also indicate the Excess / Less Kilometers charges, with a ceiling of 20,000 kilometers, which shall be applicable during the extended lease period.
- 2.21 With regard to computation of charges on account of usage in respect of car(s) whose lease period shall be extended, BHEL shall be conveying the necessary details of usage as on the date of scheduled expiry of lease and



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the same shall be dealt in accordance with PTPM rates terms & conditions of the initial award. The payment on excess kilometers / receivable on account of less usage shall be settled on expiry of initial lease period.

- 2.22 Subsequently, in the event of extension of lease period up to a maximum period of 12 months, the ceiling on account of excess / less usage in respect of car(s) initially hired for a period of 4 years, shall be 20,000 Kilometers, which shall be computed on pro-rata basis for the extended lease period of 12 months.
- 2.23 On receipt of all necessary details from the Contractor(s) in respect of the charges / rentals for the extended period, BHEL shall convey its acceptance/ non-acceptance in writing.





SECTION-III
SPECIAL TERMS & CONDITIONS OF TENDER

- 3.00 Efficiency, promptness, quality of cars supplied, quality service, compliance with statutory requirements, safety consciousness and timely rendering of services are the essence of the contract. Car(s) supplied by the successful bidder(s) during the contract period should be brand new only. Continuation of the contract shall be based on the performance of the Leasing Agency(s). All above mentioned parameters shall inter-alia be considered while evaluating the performance.
- 3.01 **Deployment of vehicle at BHEL unit:** Corporate Office, BHEL, BHEL House, Khelgaon, New Delhi-110049.
- 3.02 The successful bidder(s) shall perform the services to the best satisfaction of BHEL. In case of continued unsatisfactory performance over a period of time by the Contractor(s), or any terms of the Contract are violated, BHEL shall intimate the same in writing to the Contractor(s). However, if the performance of the Contractor(s) does not improve even thereafter, then, BHEL shall have the right to terminate the contract at the Contractor's risk and cost, by giving one month's notice. BHEL has the right to deduct the cost of the above mentioned unsatisfactory work from Contractor's bill.
- 3.03 The Contractor(s) shall keep BHEL indemnified against all losses or damages or liability arising out of or imposed in the course of execution till the last day of expiry of last car taken on lease during the contract period.
- 3.04 In case of any dispute, the decision taken by BHEL will be final and binding on the successful bidder(s).
- 3.05 **LAWS GOVERNING THE CONTRACT:** The Leasing Agency(s) shall duly comply with all Acts, Laws, or other statutory rules, regulations, bye-laws applicable or which might be applicable with regard to the performance of the work assignments included herein or concerning this Agreement. The Contractor(s) shall keep BHEL indemnified against all penalties, claims and liabilities of every kind under or for any violation of such acts, laws or regulations etc. by him or his employees.
- 3.06 The Leasing Agency(s) shall be responsible for proper maintenance of all registers, records and accounts as far as it relates to compliance of statutory provisions/ obligations.
- 3.07 No excuses for hindrance viz. extreme weather condition, non-availability of labor, non-availability of funds etc. will be entertained for not completing the work/services.
- 3.08 The contract will remain in force for a period of twenty-four months. However, Agreement shall be liable for termination earlier by the Company (BHEL) at any time by giving 30 days' notice to the Leasing Agency(s) without assigning any reason therefore and without prejudice to the rights of the Company to recover any money becoming due under this Agreement. In such a case, the Leasing Agency(s) shall not be entitled to any compensation thereof.
- 3.09 The Contractor(s) shall hand over a copy of all legal and statutory documents and records to BHEL for fulfilling any future requirement with the statutory authority.
- 3.10 The successful bidder(s) shall abide by all the rules / regulations / status imposed by the Govt. or other concerned authorities. The Leasing Agency(s)/service provider will be responsible for requirements of local Municipalities / Govt. or any other law regulating bodies.
- 3.11 Successful bidder(s) shall have to execute "Contract Agreement" on a non-judicial stamp paper of ₹ 100/- at DELHI, India.





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

3.13 **PAYMENT TERMS:**

- i. The leasing agency will have to intimate the bank account number, and other details of the bank to enable BHEL to credit the payments of lease rentals directly into the account.
- ii. The Contractor(s) shall raise/submit the bill/ GST compliant Tax invoice, along with all the necessary documents to BHEL. All the invoices shall be sent to BHEL House, Siri Fort, New Delhi-110049.
- iii. Payment of “succeeding monthly lease amount (including taxes as applicable)” through ECS/RTGS into the bank account of the Contractor(s) shall be made in advance (within 07 working days of presentation of invoice during 1st week of the month) for each car for the specified period(s) from the date of delivery of car.
- iv. No interest shall be payable for delay in making the payment. The Contractor(s) shall not be entitled to any interest with respect to any money which may be due to him from BHEL.
- v. In the event, in respect of any of the cars, the actual kilometers covered by the BHEL exceed/decreased the contracted kilometers either at the end of the Lease Period **OR** the foreclosure, BHEL shall pay/discount the excess/decreased kilometers charge at the rates which will be finalized in this tender.

3.14 **TAXES & DUTIES:**

- i. Contractor shall submit GST compliant Tax invoice containing all the particulars as stipulated under Invoice Rules of GST Law. Payment shall be made to the contractor only after submission of GST compliant Tax invoice. The successful bidder shall raise GST compliant invoice affixing GSTIN of BHEL's unit availing the services.
- ii. BHEL reserves the right to protect its interest against the payment of GST made to the contractor.
- iii. GSTIN of BHEL will be provided to the contractor along with the work order.
- iv. Any new/change in statutory levy as and when made applicable by the Government shall become applicable against documentary evidence.
- v. Payment to the contractor will be subjected to TDS as per rules in force from time to time. The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act & GST, as amended from time to time and a certificate to this effect shall be provided to the contractor by BHEL.
- vi. Applicable GST shall also be recoverable from the contractor in case of LD recovery/penalty on account of breach of terms of contract.
- vii. Invoice submitted should be in the format as specified under GST Laws viz. all details as mentioned in Invoice Rules like GSTIN registration number, invoice number, quantity, rate, value, taxes with nomenclature – CGST, SGST, IGST mentioned separately, HSN (Harmonized System of Nomenclature) Code / SAC (Services Accounting Code) Code etc.





- viii. The Contractor has to give an undertaking that GST as mentioned in the invoice has been/will be paid and also file returns as per respective extant rule.

3.15 PENALTY CLAUSES:

- a) The penalties for non-compliance shall be as follows.

S. No.	Contract Agreement Defaults/Non-compliances	Penalties for non-compliance
a.	in case of delayed response more than 24 Hours from the reporting of the incident of immobilized/ breakdown of lease vehicle on road due to malfunction / accident.	BHEL reserves to impose a penalty of ₹1500/- per day or part there off excluding the response time.
b.	in case of non-delivery of cars within schedule time frame after award of contract	BHEL reserves to impose a penalty of ₹1500/- per day.
c.	Non-adherence to routine maintenance schedule on indicated time/kilometer of service book provided by car manufacturer	BHEL reserves to impose a penalty of ₹1500/- per week delay.

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

3.16 INCIDENTS RESULTING TERMINATION OF CONTRACT:

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





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

The grounds mentioned hereinabove are not exhaustive but merely illustrative. BHEL reserves its rights to terminate the Contract at any time in the event the Contractor(s) has contravened any provision of the Contract or any other legal requirement or due to repeated/habitual non-adherence to the qualitative, quantitative and time requirements stipulated in the Contract after giving a notice of 30 days. If the Contractor(s) shall not have remedied the deficiencies noticed in the written notice issued by BHEL within the period of 30 days as aforesaid, the Contract may be terminated by BHEL by giving a written communication to the Contractor(s).

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

- ii. The Contractor(s) understands and agrees that performing the services strictly as per the qualitative, quantitative and time requirements as stipulated in the Contract is of essence of the Contract and that any non-adherence to the said qualitative, quantitative and time requirements as stipulated in the Contract for performing the services under the Contract shall cause incalculable losses to BHEL. The Contractor(s) understands and agrees that without prejudice to BHEL's rights to terminate the Contract, BHEL may, in addition to or in lieu of such termination levy one or more of the following penalties as applicable if the Contractor(s) omits or neglects to adhere to the following qualitative, quantitative and time requirements:
- iii. All amounts including the losses / damages / penalties / compensations etc., resulting from non-compliance with the terms of Contract, payable by the Contractor(s) to BHEL under the Terms of the Contract will be recovered from the outstanding payments to Contractor(s) either under this Contract or any other Contracts or from both. In case this amount is insufficient for such recoveries, the Contractor(s) shall make good the balance amount by actual payment. In addition, BHEL will recover the said amounts through its sister concerns, from the payments due to the Contractor(s) in any of the Units of BHEL located in any part of India.





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

3.18 **FORECLOSURE / TERMINATION:** BHEL reserves the right to terminate the Lease Contract any time prior to the expiry of lease period at its sole discretion. BHEL would intimate the intention to surrender the car(s) to the lessor in writing, who would sell the car(s) in the market at the highest rate after obtaining at least three quotations. The deficit of the sale value with respect to outstanding book value would be payable by BHEL. At the same time any premium received in sale value w.r.t outstanding book value shall be payable by Leasing Agency to BHEL.

Important definitions:

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

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

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

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

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

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

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





- B. BHEL's liabilities on expiry of lease period of car(s) or Foreclosure of Contract or foreclosure of Lease period of a particular car:** In the event of lease period being terminated by BHEL prior to the completion of the 48 months' tenure or lease of a car(s) being foreclosed, BHEL shall pay to Contractor(s):
- All arrears of lease rentals in respect of the Car(s) due under Agreement prior to the date of termination/foreclosure/completion of lease.
 - EXCESS KILOMETER CHARGE:** Excess kilometer charge of a particular car shall be charged for the extra kilometers driven over the prorated contracted kilometers at a quoted rate + GST (if applicable). The same shall be payable against a separate invoice.
 - LESS KILOMETER CHARGES:** Likewise, in the event of Less Kilometer Charges, necessary credit at the prorated contracted kilometers at a quoted rate, shall be passed on by the Service Provider to BHEL.
 - After the completion of Reverse Auction, BHEL shall seek break-up of quoted amount from successful bidder in format of Estimate Sheet (Annexure C). The successful bidder will be allowed to quote only Excess Kilometer Charge & the same shall be used for calculation of Less Kilometer Charges, if any.
 - The Contractor(s) would sell the car(s) in the market at the highest rate (after obtaining at least three quotations). The deficit of the sale value with respect to sum of foreclosure value and **GST + compensatory Cess** would be payable by BHEL. At the same time any premium received in sale value w.r.t sum of foreclosure value and **GST + compensatory Cess** shall be payable by Leasing Agency to BHEL.

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

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

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

- 3.21 In the event of foreclosure, other than purchase of the car(s) by the BHEL User, the intimation given during the first fortnight of the month shall be foreclosed on the values indicated in the Charts for the same month.
- 3.22 Intimation about foreclosure given in the 2nd fortnight of the month, shall be foreclosed maximum on the values indicated in the Charts for the next month. However, the Contractor(s) shall make best efforts to foreclose the car(s) on the values of the same month itself.
- 3.23 Further, in the event of foreclosure, other than the purchase of car(s) by BHEL User, BHEL reserves the right to ask from the Service Provider, to share the details of the bids received against that specific car(s), prior to conveying our acceptance for lifting the car(s).





- 3.24 In the event of foreclosure due to the purchase of the car(s) by the User, the Service Provider on receipt of the foreclosure shall, maximum within two weeks, shall issue NOC and also "Sale Invoice" in favor of the Purchaser. Over and above this, necessary forms & other required documents should also be provided so that Transfer of Car(s), insurance, etc., could be arranged by the Purchaser.
- 3.25 In the event of foreclosure other than the purchase of car(s) by BHEL User, Service provider has to take possession of car(s) within a week after getting written intimation from BHEL. BHEL shall not pay any rental/charges for such car(s) on account of failing to take possession by service provider.
- 3.26 **FIRM LEASE RENTALS:** Lease rentals will remain fixed during the entire lease period for each car(s) except for statutory variations in taxes. However, while finalizing the agreement for each car(s), the prevailing rate of interest will be considered for arriving at the lease rental amount which will remain fixed during the lease period for that particular car. BHEL will benchmark the SBI MCLR prevalent on the date of opening of the Reverse Auction as the prevailing rate of interest for the purpose of arriving at lease rental amounts by vendors.
- 3.27 The successful bidder(s) shall have to provide the modified break-up of components, as specified in the Estimate Sheet while computing monthly rentals along with the applicability of taxes at the time of raising the 1st invoice. Subsequently, in the event of any statutory variation in applicable taxes during the contract period the same shall also be admissible subject to furnishing of necessary details to the concerned Unit of BHEL by the Contractor(s).
- 3.28 **INSPECTION & TESTING:** BHEL will be entitled at all times, to inspect the car. BHEL reserves the right to reject any of the car without assigning any reason thereof
- 3.29 In matters of dispute regarding the quality of services, decision of BHEL or its authorized representative shall be final and binding.
- 3.30 The Contractor(s) shall be responsible to provide, within the scope of work, all facilities/materials etc. necessary for performance of work.
- 3.31 **"BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life / permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below.**
- a) Victim: Any person who suffers permanent disablement or dies in an accident as defined below.
- b) Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/ operation and works incidental thereto at BHEL factories/ offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works / during working at BHEL Units/ Offices/ townships and premises/ Project Sites.
- c) **Compensation in respect of each of the victims:**
- (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).**





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

COMPOSITION OF BIDS

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

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

- a. Part-I (Techno-Commercial Bids):** The Part-I bid shall contain all details and documents required in the tender document except price bid.
- b. Part-II (Price Bid):** Part-II bid shall comprise of Price Format (**Annexure-E**) only, duly filled, as per the enclosed instructions/ details.
- c. Process of Submission:**
- The bidder shall put all the document of Technical Bid in an envelope and the envelope should clearly be superscripted as "Technical Bid" along with the tender reference number & name of the bidder.
 - The Price Bid of the tender shall be put in another sealed envelope & the envelope should clearly be superscripted as "Price Bid" along with the tender reference number & name of the bidder.
 - Both the aforesaid envelopes with technical bid & price bid shall be put into a bigger sealed envelope & the envelope should clearly be superscripted as "Tender Description" along with the tender reference number & name of the bidder.





SECTION-IV

QUALIFYING CRITERIA FOR THE BIDDERS

4 PRE-QUALIFICATION REQUIREMENT (PQR)

4.1 Bidder Annual Turn Over (In Rs. Lakhs) = 26.00

4.2 Bidder should have entered in a single lease contract/ agreement to provide minimum 04 cars of 1364 CC capacity (Diesel/Petrol) & above

or

should have entered in a single lease contract/ agreement to provide minimum 04 electric cars on Lease Basis....
....to offices of Central Govt. / State Govt./ PSUs/ Corporate/ MNCs in India during last 7 years ending last day of month previous to the one in which tender is invited. Further, the bidder should have completed minimum one year of operation of the said contract providing minimum 02 cars under the lease contract/agreement ending last day of month previous to the one in which tender is invited.

4.3 Past Experience Criteria (In Years) – 01

4.4 The Bidder should have with him unique PAN and GST Registration Numbers.

Note:

- Verified MSE & Startup shall be exempted from turnover criteria as mentioned above. **There shall be no exemption in experience criteria.**
- Failure to fulfil all the above requisite conditions shall make the tender offer to be summarily rejected.

DOCUMENTS REQUIRED IN SUPPORT OF PRE-QUALIFYING REQUIREMENT:

4.5 Certified copy of Audited profits & loss account statements of last three financial years i.e. FY 2018-19, 2019-20 & 2020-21. A CA certificate duly signed and stamped indicating the total turnover of the bidder for indicated period above i.e. FY 2018-19, 2019-20 & 2020-21 shall also be acceptable.

4.6 To establish the required experience, the bidder shall submit Work orders/Contract Agreement & supporting work experience certificates from their clients as proof against sl. no. 4.2 & 4.3 of PQR. It is important to highlight that to establish completion of work & quantum of work, the bidder shall submit both W.O & completion certificate of their experience. In case, the bidder has any running contract which meets the criteria of clause 4.2 & 4.3 of PQR, the bidder shall provide a letter from their respective client citing the experience & quantum of the work till last 7 years ending last day of month previous to the one in which tender is invited.

4.7 Copy of PAN card and GST Registration Certificate shall be submitted by the bidder.

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





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





SECTION-V

DOCUMENTS REQUIRED

- 5.00 To calculate the “Average Annual Financial Turnover” of the bidder, the bidder should submit **Audited Copy of Balance Sheet, Profits & loss Account Statements and Copy of acknowledgements of IT return** of last 3 financial years, ending **31st March’ 2021**, as supporting/ required documents against **S. No. 4.1 of PQR**. {“Average Annual Financial Turnover” will be equal to the arithmetic sum of the annual turnover of the last 03 Financial Years (i.e. FY 2018-19, FY 2019-20, FY 2020-21), divided by 03.
- 5.01 Copies of work orders / award letters/ lease agreements along with performance/completion certificates as supporting documents against **S. No. 4.2 of PQR**. Number of cars to be supplied/under supply against the respective work orders/award letters/lease agreements should be clearly mentioned in the performance certificates. **The performance certificate/completion certificate shall also contain the details/reference of work order, nature of work done or services provided, duration of the contract, quantum of business done/under progress.** The bidder(s), who have provided similar services in past **OR** presently providing similar services to any of the BHEL unit / region, have to essentially submit performance certificate issued by concerned BHEL officials for satisfactory performance of works.
- 5.02 Bidder has to submit a copy of **PAN, GSTIN** as supporting documents against **S. No. 4.4 of PQR**
- 5.03 Bidder shall submit signed and stamped copy of **Annexure A** i.e. Declaration Certificate.
- 5.04 Bidder must submit the financial details in the enclosed format at **Annexure-B**.
- 5.05 Bidder must submit the details required in other Annexures i.e. **Annexure E, Annexure F & Annexure G**.
- 5.06 MSE suppliers/bidders can avail the intended benefits, only if they submit required documents as mentioned in **S. No. 1.13**, along with the offer.
- 5.07 Start-up suppliers/bidders can avail the intended benefits, only if they submit required documents as mentioned in **S. No. 1.14**, along with the offer.

BHEL reserves the right to verify pre-qualifying credentials of the Bidder. BHEL also 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 has to submit the same. If at any stage, the document(s) submitted by bidder is/are found incorrect/ false, the necessary action will be taken by BHEL against the Contractor as per extant BHEL policy.





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ANNEXURE – A

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

From:

Our Ref: _____

dated _____

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

SUB: Hiring of 7 nos. of car (Tata Nexon EV Max XZ + (7.2 KW) Variant) on operating lease basis.

Dear Sir,

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

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

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

Thanking you,

Very Truly Yours,

Signature
With name, Designation & seal of the firm





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ANNEXURE-B

FINANCIAL DETAILS OF THE BIDDER

ANNUAL TURNOVER (in ₹ Lakhs)	FINANCIAL YEAR 2019-19	FINANCIAL YEAR 2019-20	FINANCIAL YEAR 2020-21

SUMMARY OF WORK EXPERIENCE DETAILS OF THE BIDDER

Self-attested copy of experience certificate/certificates along with work order(s) issued by the competent authority for the satisfactory work. The summary of that can be tabulated in the given format in the chronological order.

S. NO.	Name of Work	Experience certificate for the period (from and to)	Executed Contract Value of Work (in ₹ Lakhs)	Details of client along with address, e-mail & telephone no.
1				
2				
3				

{If the space provided is insufficient, separate sheet may be attached. Additional information, if any (Attach separate sheet, if required)}



Signature
With name, Designation & seal of the firm



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ANNEXURE-C

Estimate Sheet/Break Up Format

S. No.	Parameter / Description	Formula / Instruction	TATA NEXON EV MAX XZ+ (with 7.2 KW fast charger)
1	2	3	4
A	Ex-showroom Price (Rs) at DELHI (inclusive of GST & Cess)	To be quoted by Bidder	1,824,000.00
B	Less Discount (₹)	To be quoted by Bidder	
C	Net Price (₹) inclusive of GST + Cess	=A+B	1,824,000.00
D	GST & Cess (%) on S. No.C	To be quoted by Bidder	5.00%
E	Base Price of Car (₹) i.e. Capitalized Amount	=C/(1+D/100)	1,737,142.86
F	Lease Finance Charges (₹) Per Thousand Per Month (PTPM) for 48 months -applicable on capitalised amount	To be quoted by Bidder	21.39
G	Basic Lease Rental (₹) per Car Per Month	=E*F/1,000	37,154.23
H	Rate of GST + Cess on Basic Lease Rental per month (%)	To be quoted by Bidder	5.00%
I	GST+ Cess on Basic Lease Rentals (₹) per month	= H % of G	1,857.71
J	% variation in PTPM (S. No. F) due to 0.5% revision in SBI MCLR Rate (%)	To be quoted by bidder when asked for break up	
K	Road Tax & Registration Charges (₹)		
L	Components of Executory Cost - per month		
L1	Executory Cost (Maintenance cost+ Fleet Management + Replacement car + Road Side Assistance Pick up & Drop + Accident Depreciation Waiver + Service Charge etc.) per month (₹)	To be quoted by Bidder	5,600.00
L2	Comprehensive Insurance EMI including GST per month (₹)	To be quoted by Bidder	4,114.00
L3	Road Tax & Registration EMI including GST per month (₹)	To be quoted by Bidder	181.00
L4	Applicable GST rate (%) on J1 per month	To be quoted by Bidder	18.00%
M	Total Executory Cost per month (₹)	= {(1+L4%)* L1} + L2 + L3	10,903.00
N	Total Monthly Rentals Per Car (₹)	= G+I+M	49,914.94
O	Residual Value: 20 % of Capitalised Amount mentioned at S.No. E	= 0.2*E+1	347,429.57
P	Tentative No. of Cars required on operational lease basis (Nos.)	Determined by BHEL	7.00
Q	Total Rentals for 48 months (₹)	= N*P*48	16,771,420.34
R	Extra km rental rate in ₹/km (all inclusive)	To be quoted by Bidder	6.00
S	Total Rental Cost with extra km (Assuming 10,000 km for evaluation) (₹)	= Q+ 10,000*R*P	17,191,420.34
T	Rental Discount rate in (₹/km) for less km (all inclusive)	To be quoted by Bidder	6.00
U	Total Rental Cost with less km (Assuming 10,000 km for evaluation) (₹)	=Q-10000*T*P	16,351,420.34
V	Grand Total Lease Rental for 48 months for evaluation purpose (₹)	= (Q+S+U)/3	16,771,420.34



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

Variable

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

Illustration:

Assuming present Road Tax & Registration charges for "TATA Nexon EV Max XZ+" is Rs. 8,000/- Further, the Road Tax & Registration EMI including GST per month quoted by bidder is Rs. 181/-

Being any reason, if the Road Tax & Registration charges for "TATA Nexon EV Max XZ+" is revised to Rs. 10,000/- from Rs. 8,000/- (25.00%), the Road Tax & Registration EMI including GST per month shall be revised to Rs. 226.25 from Rs. 181/- (25.00% - proportionate increase upto 2 decimal point). The same holds true for decrease also.

- **Comprehensive Insurance EMI including GST per month:** Since insurance premium is a function of Ex-showroom Price, this shall be directly proportional to increase/decrease in Ex-showroom Price at the time of vehicle buying.

Illustration:

Assuming present Ex-showroom Price for "TATA Nexon EV Max XZ+" is Rs. 17,00,000/- Further, the Comprehensive Insurance EMI including GST per month quoted by bidder is Rs. 4114/-

Being any reason, if the Ex-showroom Price for "TATA Nexon EV Max XZ+" is revised to Rs. 18,00,000/- from Rs. 17,00,000/- (05.88%), the Comprehensive Insurance EMI including GST per month shall be revised to Rs. 4355.90 from Rs. 4114/- (05.88% - proportionate increase upto 2 decimal point). The same holds true for decrease also.





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ANNEXURE-D

PART 'II' – PRICE BID

Sl. No	Item Description	In Figures	In Words
1	Cumulative cost of "Hiring of 7 nos. of car (Tata Nexon EV Max XZ + (7.2 KW) Variant) on operating lease basis" for Contract period of 02 years (24 months) & lease period of 4 years (48 months)		

IMPORTANT POINTS TO NOTE:

- Effective L-1 shall be decided on the basis of total amount quoted in price bid above and the discount/premium received against our estimate shall be applicable on proportionate basis on sl. no "**V-4**" of Estimate Sheet i.e. "Grand Total Estimated Lease Rental for 48 months".
- It is important to re-iterate that price quoted above includes the lease rental for the model mentioned in scope of work.
- **The successful bidder (after RA) shall submit the breakup of total lease rental per month in format provided by BHEL.**
- **Corporate Discount:** While quoting the "Cumulative Total Lease Rental for 48 months", the bidder shall account for available corporate discount for the above model and the bidder shall agree to pass on the available corporate discount to BHEL. In addition, it is important to note that the higher of "actual discount availed at the time of delivery" or the "discount quoted by successful bidder in the breakup of price bid" shall be accounted for calculating the cost of asset & subsequently the lease rental.



Signature
With name, Designation & seal of the firm



Annexure-E

ACCEPTANCE LETTER / DEVIATION CERTIFICATE

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

Or

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

1.

2.

3.

4.

Note:

Deviations may or may not be accepted by BHEL.

"I _____ hereby certify that except the deviations mentioned above, we do not have any other deviations to the tender no. **AA: GAX: 22: CR: 202**, Dated: **21-07-2022**. Deviations if any, mentioned elsewhere in our bid (whether Techno-commercial bid of Price bid) may be treated as null and void by BHEL.

Signature
With name, Designation & seal of the firm





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Annexure-F

Contact Details

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

Signature
With name, Designation & seal of the firm





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Annexure-G

NEFT Format

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

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

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

Thanking you,

Yours sincerely,

Signature:

Name:

Designation:

Company Seal:

Date:

Signature
With name, Designation & seal of the firm





ANNEXURE-H

CHECK-LIST

Summary of Compliance to Requirement Of Tender

S. No.	Description of requirement	Yes / No /NA	Page Nos.
1	Section -I, Section -II & Section -III		
2	Section IV i.e. PQR		
3	Annexure-A i.e. Declaration Certificate		
4	Annexure-B i.e. Financial & Experience Details		
5	Annexure-C i.e. Estimate Sheet		
6	Annexure-D i.e. Price Bid Format		
7	Annexure-E i.e. Acceptance Letter / Deviation Certificate		
8	Annexure-F i.e. Bidder Detail		
9	Annexure-G i.e. NEFT Format		
10	Annexure-H i.e. Checklist		

Signature
With name, Designation & seal of the firm

