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भारत हेवी इलेक्ट्रिकल्स लिमिटेड

BHARAT HEAVY ELECTRICAL LIMITED

(A GOVERNMENT OF INDIA UNDERTAKING)

ELECTRONICS DIVISION

P.B. NO.: 2606, MYSORE ROAD, BANGALORE-560 026.

Notice Inviting Tender (NIT)

For

Hiring of Vehicle on monthly rental basis

At

BHEL EDN Site Office,

4 x 210 MW TPS

CSPGCL- KORBA (W)

Dist.: Korba, Chattisgarh

NIT No. : CE/ES/2022-23/01/CSPGCL KORBA (W)/VEH/SJDB

Date of Tender Submission from: 18-04-2022

Bid Due Date: 02/05/2022, 13:00 Hrs (IST)

Date & Time of Bid Opening: 02/05/2022, 13:30 Hrs. (IST)

Total Number of Pages (Including Cover): 10



NOTICE INVITING TENDER

Ref: **CE/ES/2022-23/01/CSPGCL KORBA (W)/VEH/SJDB** Dated. 18/04/2022

Sub: Tender enquiry for Hiring of Vehicle on monthly rental basis for BHEL EDN site office at 4x210 MW TPS, CSPGCL KORBA (W) Dist. KORBA, CHATTISGARH

Tender Enquiry Number : **CE/ES/2022-23/01/CSPGCL KORBA (W)/VEH/SJDB**
Tender date : 18-04-2022
Tender Opening Date and Time : 02-05-2022 at 13.30 hrs (IST)

Sealed tenders in single part are invited for Hiring of Vehicle on monthly rental basis for a period of 8 months at BHEL-EDN Site Office, at 4x210 MW TPS, CSPGCL KORBA (W) Dist. KORBA, CHATTISGARH

The following details may be carefully studied and considered in responding to this enquiry.

1. Bid received after due date and Time of Tender opening will not be considered. No extension of time will be given for submission of offer under any circumstances.
2. This tender specification as a whole, furnishing all the details and other documents as required in the following pages, shall be duly signed and sent/submitted in a sealed cover super scribing the Name of work, NIT Number, Due Date and Time as given in the tender notice.
3. Offers will be opened at Tender opening room situated near Reception, BHEL-EDN, Mysore Road, Bangalore on 02.05.2022 at 13.30 hours in the presence of Bidders who wish to be present.
4. Validity of offer shall be for 90 days from the date of opening.
5. The prices quoted shall be FIRM throughout the period of contract. No escalation in prices will be allowed.
6. The tender is likely to be finalized in a very short time.
7. For any clarification on this tender, External Services may please be contacted on phone no. 080-26998949/08026998605 email id: sdbarman@bhel.in/gopal.maurya@bhel.in
8. Advance payment and interim payment will not be paid.
9. This Tender Document has following sections
 - i. Section-1 : Scope of Work and General Terms
 - ii. Section-2 : Special Terms & Conditions
 - iii. Section-3 : Rate Schedule

Kindly acknowledge receipt of this tender enquiry.

BHEL reserves the right to cancel or reject the offer either partly or in full without assigning any reasons thereof.

Bidder is advised to return one set of this Tender Document duly signed in all the pages along with the offer.

SECTION 1: SCOPE OF WORK AND GENERAL TERMS

Scope of Work: Providing one number Diesel fueled Vehicle on monthly hiring contract basis for the official use of BHEL EDN staff at BHEL-EDN, site, at 4x210 MW TPS, CSPGCL KORBA (W) Dist. KORBA, CHATTISGARH, subject to the terms and conditions stated below.

The Vehicle is to be made available for the service of BHEL within one week from award of Work Order. The Contract Period shall be 24 months from the date of deployment of Vehicle as certified by BHEL Engineer at Site.

The Bidder preferably shall own the vehicle and the Vehicle has to be maintained in good running condition. The vehicle should be registered preferably in the name of Bidder. In case the Bidder is offering a vehicle not registered in his name, an agreement between the Bidder and vehicle owner shall have to be produced prior to the date of bid opening. The agreement should be valid for the entire Contract period.

1. **Type of Vehicle:** Air conditioned vehicle with seating capacity of seven people + one driver (Scorpio/XYLO/Innova or equivalent) of model January 2016 or later. The Vehicle should have Valid Road Permit. Please indicate type of permit in "Section-3: Rate Schedule"
2. **Payment Terms:** Payment shall be made on monthly basis for the services offered during previous month as per Rates quoted in "Section-3: Rate Schedule".
 - a. Sl. No. 1 in Rate Schedule pertains to fixed monthly hiring charges that is payable towards services offered during a month on all days as required by BHEL Site Engineers excluding one day paid holiday for maintenance of vehicle. No amount shall be deducted from monthly hire charges in case vehicle is not utilized by BHEL Engineers on any of the days of the month due to non-requirement of the same. But in case Bidder fails to provide service of vehicle on any of the days of the month when it is required by BHEL Engineers, BHEL Engineers shall hire Vehicle from third party and the cost incurred for the same will be deducted from the monthly payments.
 - b. The cost of diesel shall be reimbursed at prevailing market rates as per the mileage quoted in Sl. No. 2 in Section-3 Rate Schedule. The copy of cash receipt for filling diesel on any of the days of the month of billing should be submitted as proof of cost of diesel during that month. However BHEL will take the Diesel rates from web site pertaining to KORBA, CHATTISGARH
 - c. The cost of mobil/engine oil shall be reimbursed at prevailing market price as per the mileage quoted In Section-3 Rate Schedule. The copy of cash receipt for purchasing mobil/engine oil on any of the days of the month of billing should be submitted as proof of cost of mobil/engine oil during that month.
 - d. In case, the service of vehicle is required beyond the 12 Hrs. time Over-Time charges shall be paid as per rates quoted in Sl. No. 4. In Section-3 Rate Schedule
 - e. Payment will be made from BHEL-EDN Headquarters at Bangalore within 30 days from the date of receipt of bill along with log book entries as certified by BHEL's Engineer at Site, at 4x210 MW TPS, CSPGCL KORBA. Payment will be released by EFT (Electronic Fund Transfer) only. The Bidder has to submit EFT Mandate Form in BHEL prescribed Format duly certified by the bank. The Format shall be furnished to successful Bidder along with Work Order.



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3. **TDS Deductible:** Income Tax as applicable shall be deducted while releasing the payment. TDS certificate for the year will be issued in the next financial year. For this purpose Contractor shall furnish photo copy of PAN card issued by Income Tax Department.
 4. No interest shall be payable by BHEL on any moneys due to the Bidder.
 5. **Sub Contract:** The Contractor shall not sublet any portion of the contract without written permission of BHEL's representative.
 6. **Arbitration:** Except if otherwise provided for in the contract all questions and disputes relating to the specification, instructions and orders of the execution or failure to execute the same whether arising during the tenure of contract or on completion shall be referred to the sole arbitration of Additional General Manager/External Services, BHEL-Electronics Division, Bangalore.
 7. **Validity:** The offer submitted by the Contractor shall remain valid for acceptance for a period of 90 days from the date set for opening of tender.
 8. **Acceptance of Terms and conditions:** The Contractor shall himself obtain all necessary information on local conditions and factors, which may influence or affect his offer. It must be understood and agreed that such factors have been investigated and considered while submitting the offer. Neither any change in the time schedule of the contract nor any financial adjustment arising thereof shall be permitted by BHEL-EDN, which are based on the lack of such clear information or its effect on the cost of the works to the Contractor.

Submission of offer by the Contractor implies that he has read all the tender conditions and has made himself aware of

- Scope of work
 - Specification of the work to be done
 - Local Conditions
 - Other factors bearing on the execution of work.
9. **Firm price :** The rate quoted shall be firm throughout the tenure of the contract and shall be inclusive of all applicable taxes as may be applicable and BHEL-EDN shall entertain no claim, whatsoever, on this account.

Validity and Termination of the Contract: The contract shall be valid initially for a period of 8 (Eight) months from the date of award which can be extended further on same terms and conditions based on site requirement. The contract may be terminated by BHEL-EDN by giving a notice of 07 (Seven) days' and No compensation shall be paid for remaining period of contract. In the event of him not providing vehicle as per terms and conditions of this NIT within the duration of this contract, alternative arrangement will be made by BHEL at Bidder's risk and cost of the same will be recovered from the running bill/s.

10. **Maintenance of Vehicle:** One day per month shall be allowed for maintenance purpose preferably any one of the Weekly Holidays/A Day decided by the Site In charge. Accordingly, the monthly rate shall include one day paid holiday in a month for routine maintenance of the vehicle. In case due to exigencies of work, Paid holiday is not possible, additional payment shall be made on prorata basis. In case the vehicle is required for all



the days of a month, then charge per day calculated at “Monthly Hiring Charges divided by actual number of Days in the corresponding month” (Pro rata basis) shall be paid extra. The decision regarding maintenance day solely lies with BHEL Engineers at Site Office.

11. **Selection of Lowest Bidder:** Lowest Bidder will be decided on overall cost assuming one month hire charges plus 1500 km of running and 12 Hrs of Running. No distinction will be made between the Type of Vehicle. (I.e. No distinction shall be made between Scorpio/XYLO/Innova etc.) BHEL reserves right to reject any one or all tenders without assigning any reason. It is not binding on BHEL to accept the lowest tender. The general condition of contract of BHEL is applicable.

12. Photocopy of the following documents is to be submitted along with the Bid –

1. Vehicle Registration Certificate.
2. All Chattisgarh Road Permit / Road Tax paid Challan.
3. Proof of ownership of Vehicle / Agreement between Bidder & Owner of the vehicle. (Applicable only if Bidder is not the Owner of the Vehicle).
4. GST Registration Certificate. If not registered and not covered under exemption, a self-declaration to register immediately on award of Work. If exempted from GST, same is to be indicated in “Section 3: Rate Schedule”.
5. PAN card copy.
6. Valid Insurance for the vehicle.
7. Vehicle Fitness Certificate

SECTION 2: SPECIAL TERMS & CONDITIONS

1. The vehicle deployed should have standard tools, first aid kit and Stepony tyre in healthy condition. The vehicle will be maintained clean both inside & outside on a daily basis.
2. The normal hours of vehicle operation will be from 8:00 A.M to 8:00 P.M. (12 hours). The vehicle should report to BHEL’s Guest House at Korba Town, at 8:00 A.M and will be utilized by BHEL up to 8:00 P.M daily. However reporting time may vary accordingly to the requirement of BHEL.
3. The vehicle should be made available by the Contractor to BHEL on all working days of BHEL. The Contractor should also make available the vehicle on closed and weekly holidays, if required by the BHEL. But there will be no extra payment for providing vehicle on such holidays, except for mileage and over time charges, if any.
4. The Contractor has to pay minimum wages to the driver/s as per the Government notification from time to time considering driver as a skilled labour. And shall ensure the payment by 10th of every month irrespective of whether bills have been paid by BHEL or not.
5. The contractor has to submit ESI &EPF challan’s, wage sheets, Medical Certificates, Drivers Valid License Copy for obtaining HR Clearance from CSPGCL for Gate Pass preparation, if applicable. The contractor shall arrange for the gate pass for Vehicle and its driver at his expenses.



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6. The contractor shall submit the insurance of the vehicle which includes the insurance of the driver also (Valid during the tenure of the contract) after receipt of work order. The contractor shall renew/ensure validity of all statutory documents including road tax, insurance policy, Driver's License etc. without fail throughout the period of the contract.
 7. All expenses towards salary of driver/s, repair & maintenance, engine oil, damages due to accident, if any, comprehensive insurance, road tax, or any other renewals, etc. shall have to be met by the contractor / owner of vehicle.
 8. The driver/s so deployed must have the valid driving license and must be provided with mobile phone with valid connection for BHEL's personnel at site to communicate with him. Driver/s so employed should not be under the influence of liquor or intoxicated during the duty hours.
 9. Refusal to perform duty by the driver/s will be treated as non-deployment of the vehicle for that particular day and proportionate rental charges will be deducted. The decision of BHEL's representative will be final for effecting such penalty after evaluating the merit of such incidence.
 10. The driver/Contractors representative will meet the BHEL's representative regularly to get instruction regarding the deployment of the vehicle.
 11. Should the vehicle deployed meet with an accident, no claim on account of damage to the vehicle or the persons traveling in such vehicle including the employees of the Contractor, driver/s of the vehicle shall be entertained by BHEL.

The Bidder shall indemnify M/S BHEL and its Customer M/S CSPGCL against all claims, damages and compensations on account of his failure to comply with conditions in this NIT.

12. Should the vehicle deployed by the Contractor meet with an accident due to reasons attributable to the Contractor or his employees and cause damage to the persons/property of the BHEL, the Contractor shall be liable to make good such losses in the manner as prescribed by BHEL.
13. The company shall further be entitled to recover the amount so paid by way of compensation under the aforesaid act or under any other law by deducting the sum from bill or from any other sum due to him.
14. The bill along with log book/trip sheet and any other document/s as required by BHEL's representative will be submitted to BHEL on completion of a month.
15. The bid is to submitted with covering letter in the Contractor's Letter Head

Terms & Conditions of Reverse Auction

Against this enquiry, BHEL may resort to “REVERSE AUCTION PROCEDURE” i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit “online sealed bid” in the Reverse Auction. Non-submission of “online sealed bid” by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form (That shall be furnished later) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at “Total Cost to BHEL” like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. In case of any deviation w.r.t terms and conditions mentioned in this N.I.T, found after opening of Part-I Bid, loading criteria shall be framed and shall be informed to the bidder before Price Bid opening.
9. Reverse auction will be conducted on scheduled date & time.
10. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
11. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, as provided on case-to-case basis to Service provider within two working days of Auction without fail.



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- 12. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice without seeking anymore price Impacts on account of BHEL not going for Reverse Auction. Hence please quote your best lowest price in first instant itself.**
13. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the "Business Rules of Reverse Auction", which will be communicated before the Reverse Auction.
14. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action *as per extant BHEL guidelines*, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
15. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
16. In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

NO DEVIATION CERTIFICATE

Ref:

Date:

To

Bharat Heavy Electricals Limited
Electronics Division
Mysore Road
Bangalore 560 026

TENDER Ref. No.:

Dear Sir,

With reference to above, this is to confirm that as per tender conditions noted the job content and site conditions etc. We also confirm that we have not changed / modified the tender documents as appeared in the website and in case of observance at any stage it shall be treated as null & void.

We hereby confirm that we have not taken any deviation from tender clauses together with other references as enumerated in the above referred NIT and we hereby confirm our unqualified acceptance to all terms and conditions as stipulated in the tender and NIT. In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null & void. We confirm to have submitted our offer in accordance with tender instructions.

(Signature, date & seal of Authorized
Representative of the bidder)

GST

BHEL EDN GST NO: 29AAACB4146P1ZB

BHEL NODAL AGENCY GST NO: 22AAACB4146P1ZP

- a. Income tax & surcharge, if any at prevailing rates shall be deducted on gross invoice value from the running bills unless Exemption Certificate from appropriate Income Tax Authority is furnished.
- b. The GST, as legally levied & payable by the Bidder under the provisions of applicable law/act, shall be paid by BHEL as per Bidder's bill. However, Bidder shall have to submit proof of GST deposited by them immediately after the deposit but not later than the next bill submitted after the due date of deposit. The Bidder shall furnish proof of GST registration with covering the services covered under this Contract and indicate HSN/SAC Code in the prescribed format enclosed in the Tender.
- c. Invoice submitted should be in the format as specified under GST Laws viz. All details as mentioned in Invoice Rules like GSTN registration number, invoice number, quantity, rate, value, taxes with nomenclature – CGST, SGST, IGST mentioned separately, HSN Code / SAC Code etc.
- d. Bidder has to make his own arrangement at his cost for completing the formalities, if required, with Tax Authorities, for bringing their materials, plants, and equipment at site for the execution of the work under this Contract.
- e. TDS shall be deducted on taxable value of services where the contract value exceeds Rs 2,50,000/- Rate of TDS is: 1% CGST+1%SGST (Intra State) and 2% IGST(Inter State)

SECTION 3: RATE SCHEDULE

Name of the Bidder :
 Contact No. :
 Address :
 Type of Vehicle Permit : National / State
 Details of vehicle offered :
 (Model, Year of Make and
 Registration Number)
 GST Registration No. :
 Rate of GST : Abatement / Non-Abatement
 PAN of the Bidder :
 PAN Card copy attached : YES / NO

Sl. No.	Description of Item	Rate in Rs(Exclusive of GST)	Rate In words(Exclusive of GST)
1	Monthly Hire Charges A/C Vehicle with a minimum seating capacity of 7 + 1 driver (Scorpio/XYLO/Innova or equivalent of model January – 2016 or later) with one Driver on monthly basis for 360 hours Duty Per Month (1500 km of running per month, inclusive of Engine Oil and rent)	Rs. _____	
2	Per Km Rate for extra Km beyond specifies KM per Month	-----/ K.M.	
3	Diesel Cost (Fuel Efficiency 12 Km Considered)	Rs -----	
4	Over time allowance – Rate per hour for duty performed beyond 12 hours.	Rs.-----/ Hour	
5	Out station allowance Rate for outstation trip including per Night halt.(Two days)	Rs.-----/Day	
	TOTAL(Exclusive of GST)		
	TOTAL (Inclusive of GST @-----%)		

Notes:

1. These Rates shall be entered in figures as well as in words. In case of difference in rates between words and figures THE LESSER OF THE TWO will be treated as valid rate.
2. Lowest bidder will be decided on overall cost assuming one month Fixed Rent (As per Sl No.1), excluding GST.
3. For the purpose of evaluation prevailing rates of diesel Rs. /litre and Mobil / Engine oil shall be used. However during execution actual rates will be reimbursed as per NIT terms.
4. GST, if applicable has to be indicated separately and will be payable by BHEL on production of proof of payment of GST.

I hereby affirm that I have read and understood all the terms and conditions of the tender and agree to abide by the same.

I hereby agree to provide the vehicle referred above on monthly rental basis for use at BHEL-EDN Site Office, at 4x210 MW TPS, CSPGCL KORBA (W) Dist. KORBA, CHATTISGARH Subject to the Terms and Conditions of **NIT No.: CE/ES/2022-23/01/CSPGCL KORBA (W)/VEH/SJDB Dated 18/04/2022.**