

Bharat Heavy Electricals Ltd.
(A Govt. of India Undertaking)
Heavy equipment Repair Plant
Tarna, Shivpur, Varanasi - 221003

Tender Ref: HERP: HR: Car Hiring on Day to day basis

Date: 27.03.2021

Date of Submission & opening of tender

Last date for submission of sealed tender	: 17.04.2021 by 1200 Hrs.
Date of opening the tender (Techno Comml.)	: 17.04.2021 at 1400 Hrs.
Venue for opening of Tender	: Human Resource Department Heavy Equipment Repair Plant (HERP) Tarna, Shivpur, Varanasi-221003.

General Information on Tender Specification: --

- **SCOPE OF WORK:** Supply of Maruti Suzuki Swift Dzire, Honda City, Corolla Altis, Innova etc. on day to day requirement basis.
- Tender outer cover should be addressed to : Sr. DGM(HR), BHEL, HERP, Tarna, Shivpur, Varanasi-221003.
- Clarification to be sought for from Sr. DGM(HR), BHEL, HERP, Tarna, Shivpur, Varanasi-221003.
- Submission of Tender: Two-part Bid System under Rate Contract Basis.
- Required number of tender copies: **One**
- **Contract Value: Approx. 5.71 lacks Incl. of GST (Actual may vary)**
- Earnest Money is NIL as per Govt. Guidelines. In lieu of EMD (Bid Security), Bidders must sign Bid Security Declaration, accepting that if they withdraw or modify their bids during period of validity they will be suspended for the time specified in the tender documents.
- The entire document should be stitched as a single volume, Signed & serially numbered from first page to last page.
- Contract Period: 24 Months

SECTION - I**Receipt & Opening of tenders: -**

- 1.1 The envelope containing the quotation should be **super scribed as Quotation** for Maruti Suzuki Swift Dzire, Honda City, Corolla Altis, Innova etc. on day to day requirement basis.
- 1.2 Sealed tenders will be received on behalf of Sr. DGM (HR) in his office up to **1200 Hrs. Noon on 17.04.2021** from firms/agencies having adequate experiences in this field.
- 1.3 Tenders shall be opened on at **1400 hrs. (02:00 p.m.) on 17.04.2021** in presence of parties who wish to be present on the occasion.

Annexure 1 - Pre-Qualification criteria for the contract

Sl. No.	Criteria
1	Bidder should have average Annual Turnover of minimum Rs. 1.71 Lakh in the last 3 (three) Financial Years ending on 31-03-2020 Audited balance Sheet and Profit & Loss Account of the Bidder need be submitted for last 3 (three) Financial years, ending on 31-03-2020 in support of this requirement.
2	Bidder should have executed similar work during the last 7 (seven) years, ending on 31.03.2020, value of which should not be less than either of the following: 1 (single) work of value not less than Rs. 4.57 lakhs Or 2 (two) works of value not less than Rs. 2.85 lakhs each Or 3 (three) works of value not less than Rs. 2.28 lakhs each “Similar work” referred above may include Car Rental, Vehicle Hiring on daily basis or monthly payment basis, Relevant document i.e. Work order and certificate of completion in support of the above shall be submitted.

2.0 Miscellaneous:

- 2.1 All entries in the tender document should be **in one ink**. Erasing and over writing is not permitted. All cancellations and insertions should be **duly signed** by the Bidder concerned.
- 2.2 Bidder shall fill in all required particulars in the blank space provided for this purpose in the tender documents and also **sign each and every page** of the tender documents before submitting the tenders.

2.3 Tenders should be submitted in 02 (Two) parts viz. **(1) TECHNO- COMMERCIAL BID, (2) PRICE BID (See Annexure-A)**. All parts of the bid should be submitted in separate envelopes. All parts thereafter should be duly signed and sealed in a single envelope by the party before submission.

2.4 In quoting the rates in the “Price Offer” the Bidders are advised to take into account relevant factors, including fluctuations in the market rates etc. No claim will be entertained on this account at a later date.

2.5 In the event of tender being submitted by a partnership firm, the tender must be signed separately and legibly by each partner or member of firm, or in their absence by the person holding the power of attorney on behalf of the other partners of the firm concerned. Copies of the partnership deed and the power of attorney must accompany the tender.

2.6 BHEL reserves the right to reject any or all of the tenders, partially or in full, without assigning any reasons thereof.

2.7 Tenders & “Price Offer” not submitted on the prescribed form shall be summarily rejected.

2.8 Rate should be quoted in figures as well as in words shown in the attached '**Price Offer (See Annexure-A)**' and should be submitted in a **separate envelop** super subscribed as '**Price Offer**'.

3.0 Validity of Contract:

3.1 The contract will be valid initially for a period of 02 (Two) years from 01.05.2021 or from the date of acceptance of Work Order.

4.0 TECHNO COMMERCIAL BID (Envelop- 1): -

Technical bid prepared by the bidder must comprise of the following documents in the Envelope - 1. Tenders will be accepted only if following are deposited as part of Techno commercial bid.

The List of documents to be submitted under Technical bid:

- a) Copy of the proof indicating the nature, Date of establishment and address of the organization.
- b) Copy of a Valid Pan Number.
- c) Copy of Income Tax Return for last 3 financial year ending on 31.03.2020.
- d) Balance Sheet and Audited Profit & Loss Account of the bidder need to be submitted for last 3 (three) Financial years, ending on 31-03-2020.
- e) Bid Security Declaration (**See Annexure-D**),

- (i) In case of MSME/NSIC vendors, valid EM II certificate along with MSME certificate must be submitted.
- (ii) Offers will not be accepted unless Bid Security Declaration (**Annexure-D**) is submitted as part of the technical bid.
- f) Copy of proof indicating a valid PF/ESI number.
- g) Copy of GST registration Certificate under GST Act. The Bidder shall bear all Govt. taxes/duties, levies as imposed on them by various Govt. authorities from time to time. No plea for payment/reimbursements by BHEL in this regard shall be entertained.
- h) Copy of Certificates for experience in providing services required as per Pre-qualification criteria.
- i) “No Deviation Certificate” – **Annexure ‘B’**. Offers will not be accepted unless “No Deviation Certificate” is submitted as part of the technical bid.
- j) A complete bid form duly signed and stamped along with Declaration Format Annexure ‘C’.
- k) GeM Registration Copy.

Bidders have to qualify in Pre-qualification requirement as per **Annexure - 1**. Relevant documents in support of the same must be submitted along with the technical bid.

- 4.1 Earnest Money is NIL as per Govt. Guidelines. In lieu of EMD (Bid Security), Bidders must sign Bid Security Declaration (**See Annexure-D**), accepting that if they withdraw or modify their bids during period of validity they will be suspended for the **Six Year** from the date of opening of tender document.
- 4.2 **The total amount of Security Deposit will be 3% of the contract value (Contract value is approx. 5.71 lacks).**
- 4.3 Security Deposit amount shall not carry any interest and may be furnished in the following forms:
 - (i) Cash (as permissible under the extent Income Tax Act).
 - (ii) Local Cheques of Scheduled Banks (Subject to realization)/Pay Order/Demand Draft/Electronic Fund Transfer in favour of BHEL.
 - (iii) Bank Guarantees from scheduled Bank/Public financial Institutions as defined in the company Act. The Bank Guarantee format should have the approval of BHEL.
 - (iv) Fixed Deposit Receipt issued by Scheduled Banks/Public Financial Institutions as defined in the companies Act (FDR should be in the name of the contractor, a/c BHEL)

(v) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/hypothecated/pledged, as applicable, in favour of BHEL).

(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)

- 4.4 The successful Bidder(s) shall within Seven (7) days of the receipt of LOI/Work Order by them, shall deposit with the Finance Department of BHEL, HERP, Tarna, Varanasi.
- 4.5 The security deposit will be retained by BHEL for full term of the contract as security for due fulfilment of the contract and it shall not attract any payment of interest.
- 4.6 Without prejudice to any other rights of BHEL under provision of these document or tender or any other law for the time being in force, the security deposit and any other amount securing to the contract will be liable for forfeiture in the event of the Agency violating any of the conditions of the contract and /or to be set off against any damages or expenditure by BHEL on account of acts of omission by the Agency or his/her driver(s).

5.0 PRICE OFFER:

- 5.1 The Bidder shall quote his rates in the **prescribed 'Price Offer' form in a separately sealed envelope**. This will be opened only in case of fulfillment/qualification of the party with respect to clauses 4.0 (Techno Commercial Bid).
- 5.2 The rates/amount quoted **shall remain firm** for the entire duration of the contract and no price variation clause for any reasoned whatsoever shall be entertained.
- 5.3 Bidder who has quoted for all services shall be considered. In price offer, part quoting of services shall lead to rejection of price offer of tender.

6.0 Payment:

- 6.1 The bill for the work completed will be presented to the Human Resource Department by second week of every month. Payment shall be made through EFT mode only within one month of submission of bills by the Agency, for which details of the Bank account, RTGS code of the parties Bank shall be furnished to Finance Department.

7.0 Extension and termination of the contract:

7.1 The Contract may be extended on the same rate and terms & conditions for further period(s) by mutual written consent.

7.2 After award of contract, if the bidder on whom the contract is awarded fails or neglects or refuses to observe/perform any of the terms and conditions/obligations under the contract, BHEL may without prejudice to other right under the contract, terminate the contract without assigning any reason thereof and without any notice and recover from the Agency any damages suffered by it on account of the failure, neglect, refusal, violation or any part thereof including the amount by which the cost of completing the work left by any other agency shall exceed the amount under this contract.

8.0 Force Majeure:

8.1 "Force Majeure" means an event beyond the control of the contactor and not involving BHEL's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of BHEL either in its sovereign or contractual capacity, wars or revolution, floods, epidemics, quarantine restrictions and freight embargoes and/or other unforeseen events.

8.2 If a force majeure situation arises, the contactor shall promptly notify BHEL in writing of such conditions and the cause thereof. Unless otherwise directed by BHEL in writing, the contactor shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternatives means for performance not prevented by the force majeure event.

9.0 Resolution of disputes:

All disputes claims or actions arising out of/under or in connection with the contract shall be subject to the exclusive jurisdiction of the courts having jurisdiction over BHEL, Varanasi.

10.0 Arbitration:

All questions/interpretations regarding subject matter of the contract shall be decided by the contractor on the request of the BHEL and the decision of the BHEL shall be final.

1. In case of dispute, steps shall be taken by the parties to the contract to settle the same through negotiations.

2. In case, dispute is not settled in negotiations, it shall be referred to conciliator appointed by the competent authority of the BHEL. The conciliation proceedings with respect to a dispute as defined in the BHEL conciliation scheme, 2018 and subsequent revisions can be initiated under the scheme at any stage whether before, during or even after the commencement of arbitration proceedings or litigation before courts.
3. In case dispute is not settled in conciliation proceedings, the same shall be referred to arbitration as per corporate guidelines of the BHEL and the arbitration proceeding shall be conducted as per provisions of the arbitration and conciliation act, 1996 read with corporate guideline as amended from time to time.
4. The Contractor shall continue to perform the contract, pending settlement of dispute(s).

11.0 Jurisdiction:

All disputes or differences arising out of or in connections with the contract shall be subject to the exclusive jurisdiction of the court at Varanasi (UP) only.

12.0 BHEL Fraud Prevention Policy:

The bidder along with its associate/collaborators / sub-contractors / subvendors / Consultants /service providers (as applicable) shall strictly adhere to BHEL Fraud Prevention policy displayed on BHEL <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.

13.0 General Terms and Conditions which will part of contract agreement:

For Supply of Maruti Suzuki Swift Dzire, Honda City, Corolla Altis, Innova etc. on day to day requirement basis:

- 13.1 The contractor will send the vehicle for reporting of duty first at BHEL HERP and logbook of vehicle (Time & KM reading) should be got duly signed by the authorized representative of BHEL/Security Supervisor or traveler and Driver of vehicle at the time of **opening & close of duty**.
- 13.2 **In case shift duty vehicle reports beyond 01 (One) hours at the appointed place and time, penalty @ Rs. 200.00 per hour may be levied on the contractor.**
- 13.3 In case the vehicle to be supplied by the contractor does not report at the appointed time and place, alternate arrangement for the same shall be made by BHEL at the risk and cost of the contractor.

- 13.4 Immediate alternate arrangement shall be made by the contractor in case of any breakdown vehicle(s), failing which penalty equal to one day hiring charges shall be imposed on the contractor by BHEL.
- 13.5 Punctuality/Observance of timings is very important.
- 13.6 The vehicle provided should be properly insured with Insurance agencies.
- 13.7 The Driver to be provided by the contractor shall have valid license for driving Light Motor Vehicle (LMV) provided by the contractor. He should carry a working mobile phone be well mannered and be free from any infectious disease. The driver should be in a proper uniform (White Uniform), to be supplied by the contractor at his own cost, at all times of duty.
- 13.8 The contractor shall arrange to make available the police verification in respect of driving staff arranged by them, from the place of his/their permanent residence. In case it is found that the services rendered by the hand(s) provided by the contractor is/are not satisfactory, they shall make immediate alternate arrangements.
- 13.9 The vehicles to be supplied by the contractor should have proper and valid documents and be registered as 'Taxi' with the vehicle registration authorities.
- 13.10 The vehicles(s) provided by the contractor should always be in good running condition and capable of rendering trouble free service.
- 13.11 All statutory taxes and duties shall be paid by the contractor; failing which shall be recovered from the contractor's including any penalty on payment by BHEL.
- 13.12 Only one night charges will be applicable for a single date. If a vehicle is hired from 0300 Hrs. in the morning to till midnight (11:59HRS) then only one night charges will be counted for payment.
- 13.13 Drivers should have valid driving license with good track record, should be well mannered, decent and dressed (**white Uniform**) appropriately at all times of duty.
- 13.14 BHEL reserves the right to close full or part of the contract before tenure.
- 13.15 This agreement can be terminated after serving one month's advance notice from BHEL to the Agency without assigning any reason.
- 13.16 **Payment will be made only after submission of Logbook (Time & KM reading) of Vehicle for that day should be got duly signed by the authorized representative of BHEL/Security Supervisor and Driver at the time of Starting and closing the work of that day.**
- 13.17 In case the vehicle meets with an accident while on duty, the Agency shall be responsible for taking care of all the formalities i.e. security of the vehicle, FIR, Insurance & repair etc. and all the claims arising out of it or any other consequential damages as per law. In case any amount is spent by BHEL the same shall be deducted from the dues of the Agency.

- 13.18 The Agency should be registered with the appropriate authorities, necessary proof(s) of which should be produced prior to the awarding of contract failing which the contract shall not be awarded under any circumstances.
- 13.19 Parties should be registered / bonafide having a contact phone number (Landline and/or Mobile or E-mail).
- 13.20 Any deviation with ulterior motive/manipulation of any sort during the tenancy of the contract shall be considered as a breach of contract and the same will be liable for cancellation immediately without any advance notice.
- 13.21 The charges on account of income tax, other duties and taxes etc. as far operation of this contract is concerned shall be borne by the Agency. However, reimbursement of amounts on account of payment of Service tax, as applicable, will be made to the Agency after submission of proof of payment of tax including duly incorporating the Service Tax registration number.

PRICE OFFER**(To be submitted in a separately sealed envelope)**

Supply of Maruti Suzuki Swift Dzire, Honda City, Corolla Altis, Innova etc. on day to day requirement basis:

Rates are exclusive of GST

Vehicle Details →	Maruti Suzuki Dzire	Innova	Honda City/Corolla Altis
Rate for duty of 04hours and /or 45 kms. (Rs.)	600	880	1100
Rate for duty of 08 hours and/or 90 kms. (Rs.)	1100	1500	1750
Rate for Minimum 200 K.M. per day	1600	2200	2750
Rate for Extra Hrs	99	110	55
Rate for Extra Km	9	12	15
Night Charges (One on a single date) before 0500HRS & After 2200HRS	220	220	220
Discount/ Premium has to be offered on BHEL Estimated Rate	In terms of (%)		
Discount has to be write with "-" sign and premium has to be write with "+" sign	In terms of words		

All the vehicles to be supplied to BHEL shall be registered as 'Taxi' with the vehicle registration authorities and all such vehicles insured with Insurance agencies under 'Comprehensive' Insurance' terms.

Signature: _____

Name: _____

Address: _____

Contact Phone No(s): _____

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Annexure 'B'

NO DEVIATION CERTIFICATE

To,
Sr. DGM - HR
Bharat Heavy Electricals Ltd.
Tarna, Shivpur
Varanasi

Sub: Quotation for "Supply of Maruti Suzuki Swift Dzire, Honda City, Corolla Altis, Innova etc. on day to day requirement basis;

Ref: Tender Ref: HERP: HR: Day to day Car Hiring Services dated 27.03.2021

Sir,

This is informing you that we have not taken any deviation from any of the terms and conditions mentioned in the tender documents while quoting the rates for the tender for "Supply of Maruti Suzuki Swift Dzire, Honda City, Corolla Altis, Innova etc. on day to day requirement basis".

All the terms and conditions mentioned in the tender document **Tender Ref: HERP: HR: Day to day Car Hiring Services dated 27.03.2021** are acceptable to us.

Thanking you,

Yours Sincerely

Signature seal and address of the party

Annexure 'C'

To,
Sr. Dy. GM (HR)
Bharat Heavy Electricals Limited,
HERP, Tarna, Shivpur
Varanasi-221003

Sir,

Having examined the Bid Documents, the receipt of which is hereby duly acknowledged, we the undersigned, submit our offer for services for '**Car Hiring on Day to Day basis**' in conformity with the said Bid documents in accordance with the schedule of prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted and stand L1 Bid, to provide such services by **01.05.2021** or from the date of issue of LOI or Work Order.

We agree validity of all Terms and Conditions of this Bid for a period of **90 (Ninety) days** from Technical Bid opening and it shall remain binding upon us and will be accepted at any time before the expiry of that validity period.

Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your Letter of Intent/notification of award, shall constitute a binding contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the Laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988", if we are found involved, in any manner, in Bid pooling or Law against fraud and corruption my/our firm may be black listed.

Further we certify that our organization is not blacklisted by any Govt. Dept./Govt. Of India Undertaking/Autonomous body etc.

Thanking you,

(Signature)
Name & Seal of the Firm

Place: _____

Date: _____

BID Security Declaration

To,

Sr. DGM (HR)
Bharat Heavy Electricals Ltd.
Tarna, Shivpur
Varanasi

Sub: Quotation for " Supply of Maruti Suzuki Swift Dzire, Honda City, Corolla Altis, Innova etc. on day to day requirement basis"

Sir,

This is to inform you that, if we withdraw or modify our bid during the period of validity of the tender, we will be suspended for the participation in all upcoming tenders for the **Six Year** from the date of opening of tender document.

Thanking you,

Yours Sincerely

Signature seal and address of the party