



Bharat Heavy Electricals Limited
Electronics Division
Mysore Road, Bangalore – 560 026

Tender Document for

Rate Contract for Hiring of Car (Maruti-Ciaz or Equivalent) on monthly basis.

Opening date: 11.06.2018
This Tender document contains 14 Pages



Bharat Heavy Electricals Limited
Electronics Division
Mysore Road, Bangalore – 560 026

PART-1 (Techno-commercial Bid - Page 1 to 13)

Phone: 26998464 / 26998206

NOTICE INVITING TENDER

1. Tender Reference : **BHEL/EDN/516/MH-01/05-2018 Date: 01.06.2018**
2. Name of the work : Rate Contract for Hiring of car (Maruti-Ciaz or Equivalent) on monthly basis
3. Duration of Contract : 12 Months
4. Estimated cost : Rs. 9.07 Lakhs.
5. Earnest money deposit : Nil
6. Last date and time for the : Before 13.00 Hours on 11.06.2018
Submission of completed tender
7. Date and time for tender opening : At 13.30 Hours on 11.06.2018
8. Place of submission of completed tender: To be dropped in the FS&T TENDER BOX (Box No.7) kept in the Reception Area at BHEL, Electronics Division, Mysore Road, Bangalore – 560 026

This tender document contains 14 pages including General Instructions to the bidders, Minimum qualification of the bidders, Scope of work and Terms & Conditions, Price bid etc. as follows.

1. Annexure-A - General Instructions for the bidders
2. Annexure-B - Minimum qualification of the bidder, Scope of work and terms & Conditions.
3. Annexure-C - Essential criteria for Evaluation of Techno-commercial bid.
4. Annexure-D - Price Bid

Issued to:

Note: The tenderer shall return the duly filled in Tender Documents after affixing signature on all pages.



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Annexure-A

Rate Contract for Hiring of Car (Maruti-Ciaz or equivalent) on Monthly basis
General Instructions to the Bidders

1. BHEL, Electronics Division (BHEL-EDN) intends to hire one Air-conditioned (AC) Maruti-Ciaz (diesel) or equivalent car (Honda City/Verna etc.) with fuel and without driver on monthly rate contract basis for deployment at EDN-Transport dept. The car shall be at the operational disposal of BHEL – Electronics Division, Mysore road, Bangalore – 560 026, on 24 x 7 basis on all days of the month including Sundays & Holidays. The car will be operated by the drivers deployed by BHEL.
2. Bidders are required to go through instructions carefully and complete all the formalities as required. In the event of furnishing false information/incomplete information, the offer(s) shall be rejected. In case bidders require any clarification, they may contact Transport dept of BHEL-EDN before submitting their bids.
3. The name of the bidder with full official address, telephone numbers, and e-Mail ID should be furnished. In case of partnership firm, the name and addresses of all the partners together with a certified copy of the partnership deed shall be furnished along with the tender. All parties have to sign the tender document unless signed by the power of Attorney holder. In case of Limited Companies, duly authorized representative shall only sign the bid document and in case of proprietorship, proprietor shall himself sign the bid document, for proper validation.
4. Bidders are required to submit the offer only in two separate parts (i) Techno-commercial Bid (**Page 1 to 13**) and (ii) Price Bid (**Page 14**). Each bid is to be kept in separate envelope, which should be properly sealed. Tender reference, tender opening date, bidders name shall be written on the envelopes along with type of bid.
Both envelopes have to be put together in large envelope and sealed.
5. Information with respect to Techno-commercial bid and Price Bid are to be submitted in the prescribed Proforma as per Annexure-C and Annexure-D respectively.



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6. Bidders shall fill in all the required particulars in the blank spaces provided for this purpose in the tender document and also sign each and every page of the tender document before submitting the tender. All the entries in the Techno-commercial bid & Price bid should be clearly written in ink or typed and corrections if any are to be duly authenticated by the bidder.
7. This tender document shall be deemed to form an integral part of the contract to be entered to this work.
8. The Bidder shall be responsible for all acts and omissions of their staff and liabilities arising out of the acts and omissions of such staff will be borne by the Bidder. BHEL shall in no way be responsible for any such acts, omissions or any liabilities arising there from.
9. **The bidders are required to submit / drop duly filled in tender document before 13.00 Hours on 11.06.2018 in the FS&T tender box (Box No.7) kept in Reception Area of BHEL – Electronics Division, Mysore road, Bangalore – 560 026.**
10. The techno-commercial bid shall be opened on **11.06.2018 at 13.30 Hours** at Reception area of BHEL – Electronics Division, Bangalore – 560 026 in the presence of bidders who choose to be present.
11. *Tenders received after the specified time of their 'Submission' are treated as Late Tenders and shall not be considered.*
12. Bidders or Bidder's representatives may attend the tender opening on the above mentioned date, time & place. No separate intimation will be given to bidders for techno-commercial bid opening.
13. The sealed price bids of only those offers which are techno-commercially acceptable shall be opened later. The bidders qualifying in techno-commercial bid will be intimated separately for participating in Price bid opening.
14. Tenders should remain valid for acceptance for a minimum period of **ninety (90) days** from the date of Techno-commercial bid opening. The rates quoted should be firm for a period of **one year** from the date of acceptance of the tender except for adjustment in hiring rates due to change in Fuel Price.



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15. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the bidders who resort to canvassing will be liable to rejection.
16. Bidder shall also be aware of the regulated/restricted timings at BHEL due to security considerations and regulations for entry and exit of his employees, obtaining police verification certificates for employees he may deploy in BHEL, staff and self etc.
17. Goods & Services Tax (GST): (If applicable)
 - 17.1 BHEL EDN GSTIN is 29AAACB4146P1ZB. All invoices to contain BHEL GSTIN No.
 - 17.2 The bidder shall mention his GSTIN number in all quotations and invoices submitted.
 - 17.3 The bidder shall also mention HSN (Harmonized System of Nomenclature) / SAC (Services Accounting Code) mandatorily in all quotations and invoices submitted.
 - 17.4 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, UGST, IGST mentioned separately, HSN Code / SAC Code etc. Invoice should be submitted in original for buyer plus duplicate copy.
 - 17.5 Payment of GST to contractor will be made only if it is matching with details uploaded by the contractor in GST Return.
 - 17.6 Contractor to give undertaking that GST return will be filed within the time limit prescribed.
 - 17.7 For invoices paid on Reverse Charge basis – “Tax payable on reverse charge basis” to be mentioned on the invoice.
 - 17.8 In case GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount will be recoverable from vendor along with interest levied/leviable on BHEL.
 - 17.9 In case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law will be recoverable from vendor/contractor along with interest levied/leviable on BHEL.
 - 17.10 The changes in GST rates due to statutory amendment of GST ACT during the course of the contract will be paid as applicable.



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18. 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.

18.1 Fraud Prevention policy and list of Nodal Officers shall be hosted on BHEL website, vendor portals of Units/Regions intranet.

Annexure-B

Rate Contract for Hiring of Car (Maruti-Ciaz or equivalent) on Monthly basis

Minimum Qualification Requirements of the bidders:

- a) The Bidder must be a registered Tour and Taxi Operator / Travel Agency. Copy of valid registration certificate shall be enclosed.
- b) The Bidder should have regular establishment / Office at Bangalore and have to produce documentary evidence of registration to this effect. The office shall have telephone, and E-mail facilities.
- c) The Bidder has to provide their GSTIN. Copy of certificate to be enclosed.

SCOPE OF WORK AND TERMS & CONDITIONS

- 1. BHEL, Electronics Division (BHEL-EDN) intends to hire one Air-conditioned (AC) Maruti-Ciaz (diesel) or equivalent car (Honda City/Verna etc.) with fuel and without driver on monthly rate contract basis for deployment at EDN-Transport dept. The car shall be at the operational disposal of BHEL – Electronics Division, Mysore road, Bangalore – 560 026, on 24 x 7 basis on all days of the month including Sundays & Holidays. The car will be operated by the drivers deployed by BHEL.
- 2. i) Quotations shall be given on lump sum basis for 2000 KMs running (cumulative running per month) with fuel and without drivers and deployment of car at BHEL-EDN on 24 x 7 basis. The charges should be inclusive of all overhead charges like Fuel, taxes, Comprehensive Insurance, insurance claims, Vehicle maintenance, etc., but will not include **GST**. If car is used beyond 2000 KMs, rate per KM beyond 2000 KMs would be paid for which rate should be quoted in the Price Bid. The rates shall be quoted in the price bid format enclosed. In case of variation in fuel prices (regular diesel) the rate would be revised as per Price variation clause of this NIT.



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ii) All the rates should be quoted in figure as well as in words in Annexure-D and corrections if any are to be duly authenticated by the bidder.

- a) *If, in the price structure quoted for the required services, 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 BHEL 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.*
- b) *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*
- c) *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 (a) and (b) above.*
- d) *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 BHEL, the bid is liable to be ignored.*

iii) All the offers received will be scrutinized and only techno-commercially qualified offers will be considered for Price bid opening.

iv) The Techno-commercially unqualified offers will be rejected.

v) The tenders received after the specified time of their 'Submission' are treated as Late Tenders and shall not be considered.

vi) Technically qualified Tenderers will be considered for placement of order on the basis of L1 rate quoted for monthly rental (Sl. No. 1 in Price Bid-Annexure-D) plus applicable GST. However BHEL reserves the right to negotiate with L1 tenderer and in such case negotiated price will be considered for award of contract.

vii) BHEL reserves the right to reject any tender at any stage without assigning any reason thereof.



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3. The taxis supplied should not be owned by BHEL employees and/or their dependents.
4. All the RTO formalities are to be complied with for the car being deployed. Contractor shall submit documentary proofs regarding RTO certificate, Insurance etc., before deployment of car to BHEL-EDN. The car registration should not be prior to 2013 and should be well maintained.
5. The car offered should be well maintained, good running condition and road worthy to ensure smooth and trouble-free services during the entire contract period.
- 6. The car will normally be utilized for local trips. However the car may be utilized for outstation trips also if required.**
7. The monthly run is the sum of run of deployed vehicle on all the days of the month during which the vehicle was deployed.
8. The contractor shall be fully and completely responsible for all statutory compliances with regard to the car. Any non-compliance shall be his responsibility and liability for which BHEL shall be fully safeguarded and indemnified. He shall also ensure the following to be provided to his drivers while deploying the vehicles:-
 - i. The relevant documents like R.C Book, Insurance, Driving License, Permit and Emission test certificate etc.
 - ii. The cars should be provided with Audio/FM facility.
 - iii. A First Aid kit should be kept in the vehicle.
 - iv. Vehicles should be provided with additional / emergency accessories like (a) Stepney & Jack (b) Standard tool kit (c) Fuses etc. to attend emergency repairs.
9. Payment of monthly bills will be made within 30 days after completion of work and submission of bills. All payments will be made by Electronic Fund Transfer (EFT) for which vendors shall fill in the EFT format giving their Bank A/c details. Appropriate amount of TDS would be deducted as per IT Act. The invoices should comply with GST Act.
- 10. The actual taxi parking charges / toll charges / permit charges incurred at airports / railway stations /check posts will be paid by BHEL.*
11. The total hiring charges payable will be rounded off to the nearest full rupee value. Income tax shall be deducted at source as applicable under relevant Act / Law.



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12. The contractor shall ensure that the vehicles are made available at all time in roadworthy condition duly substantiated with **'Fitness Certificate'** so as to give uninterrupted service.
13. Only the authorized staff attached to the contracted vehicles or representative nominated by the Contractor shall be allowed entry inside the company or any other premises during the course of contract.
14. The Contractor shall ensure that all vehicles under this contract arrangement are covered by a **"Comprehensive Insurance Policy"** throughout the tenure of the contract. Under no circumstance shall the company (BHEL) be liable to compensate for any loss or damage that may be caused to/by the vehicles while engaged in discharge of the contractor's obligations under this contract.
15. **The contract will be in force for 12 months from the date of deployment of car. However for administrative reasons, BHEL reserves the right to foreclose the contract at its discretion during the tenure of contract by giving 3 months' notice.**
16. **Security deposit (SD):**

The successful tenderer shall deposit with BHEL the Security deposit (SD). The SD amount will be 5% of the total contract value.

Security deposit may be furnished in any one of the following forms

- i) Cash (as permissible under the 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 Guarantee from scheduled Banks/ Public Financial Institutions as defined in the Companies 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, Kissan Vikas Patras etc. (held in the name of Contractor furnishing the Security and duly endorsed/ hypothecated/ pledges, as applicable, in favor of BHEL)



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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)

- vi) Security Deposit can also be recovered at the rate of 10% of gross amount From running bills. However in such cases at least 50% of Security Deposit Should be deposited before start of the work and the balance 50% may be Recovered from the running bills.

17. The security deposit shall not carry any interest.

18. Security deposit will be refunded to the contractor after completion of the contract period subject to satisfactory completion of work and compliances to statutory obligations as per this NIT.

19. PRICE VARIATION (PVC) CLAUSE: The rates finalized will be firm during the contract period. However, in case of change in fuel prices, a change in the rate will be allowed in the following pattern subject to documentary evidence regarding such change. Rates as per PVC will be given effect from 1st day of subsequent month only. (i.e. for the average price of regular diesel (IOCL's retail outlet at Bengaluru) during the month of May, PVC rates will be given effect from June month). The fuel price (**regular diesel**) prevailing **at IOCL's retail outlet at Bengaluru** on the date of NIT (Notice Inviting Tender) will be the base price for price variation clause.

Price variation clause will be applicable only when there is increase / decrease in fuel price (regular diesel) per Litre to the tune of one rupee or more compared to previously considered rate.

The changes will be as per following rates:

Type of vehicle	PVC per KM per Rupee change in fuel price
AC Maruti-Ciaz or equivalent car (Honda City, Verna etc.)	08 paisa

No increase will be admissible on any other account.

- E.g. a) In case if there is increase/decrease in fuel price by one Rupee or more, then, new rate for Maruti-Ciaz or equivalent car would be calculated as follows. The new rate will be rounded off to nearest rupee for monthly rental and to two decimal places for extra KM rate.

New monthly rental in Rs. = Existing monthly rental in Rs. \pm (2000 KM x 0.08 x change in fuel price)

New rate per extra KM for beyond 2000 KM = Existing rate per extra KM in Rs. \pm (0.08 x change in fuel price)



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20. **ARBITRATION:** Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives, at any time, in connection with construction, meaning, operation, effect, interpretation or out of the NIT, contract or breach thereof, the same shall be referred to Arbitration of a Sole Arbitrator appointed by BHEL, from BHEL panel of Arbitrators.

Subject to as aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment in lieu thereof and the rules made there under shall apply to the arbitration proceedings under this clause. The award shall be a speaking and reasoned one and shall be final and binding on the parties. The venue of arbitration shall be at Bangalore.

In case, there are different wordings/expressions of a same/identical clause at different places of this Tender Document, a stricter meaning of such clause which is in favor of BHEL will apply and binding on the bidder/Contractor.



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Annexure - C

Rate Contract for Hiring of Car (Maruti-Ciaz or equivalent) on Monthly basis
Essential Criteria for Evaluation of Techno-commercial Bids.

S.No.	Description	Contractor's Acceptance (Yes/No) / Remarks.
1	Whether the Bidder is registered as Tour and Travel Operator / Travel Agency (Copy of valid registration certificate shall be enclosed)	
2	Bidder should have regular establishment / office at Bangalore and have to produce documentary evidence of registration to this effect. The office shall have telephone, and E-mail facilities. (Please indicate your address, telephone no., e-mail ID)	
3	Indicate Bidders' PAN	
4	GSTIN (Copy of the same to be enclosed)	
5	If not registered under GST, undertaking to be submitted that contractor will register and furnish copy of certificate if applicable, before submitting first bill	
6	Please indicate applicable taxes with %	IGST Or SGST + CGST Or UTGST + CGST
7	SAC code for the service tendered	
8	Nature of Firm / Concern (Proprietor/Partnership/Pvt. Limited/Public Ltd.) Note: <i>Please enclose</i> 1. <i>In case of partnership firm, please enclose photo copies of the partnership deed</i> 2. <i>In case of company, photo copy of the incorporation certificate</i> 3. <i>In case of proprietorship, photo copy of the registration under Shops & Est. Act.</i> 4. <i>In case of any other legal entity, photo copy of registration certificate.</i>	
9	Names, address and phone nos. of Partners/Proprietors/Directors	



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10	Name of the Person(s) and designation authorized for signing the contract/dealing with BHEL along with the document authorizing him so.	
11	Whether vendor is having any relative working in BHEL (if yes, provide name, staff no., designation and department.)	
12	Whether the bidder has quoted rates for all the items in the Price bid	
13	Payment of monthly bills to the contractor will be made within 30 days after completion of work and submission of bills. All payments will be made by Electronic Fund Transfer (EFT) for which vendors shall fill in the EFT format giving their Bank A/c details. Appropriate amount of TDS would be deducted as per IT Act. Invoices should comply with GST Act.	Yes / No

14. Declaration:- I / We _____ have gone through the terms and conditions of this tender No. _____ and undertake to accept the same in totality and agree to deploy vehicles if the contract is awarded to us.

Place:

Date:

Signature with seal

Note: All above information should be supported by relevant documents as applicable.



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Annexure-D

PART - 2 (PRICE BID - Page 14)

Rate Contract for Hiring of Car (Maruti-Ciaz or equivalent) on Monthly basis

Sl. No.	Deatils	Rate for one AC Maruti-Ciaz-diesel or equivalent car (Honda City, Verna etc.)
1	Monthly rate for one AC Maruti-Ciaz-diesel or equivalent car (Honda City, Verna etc.) for 2000 KMs/month usage with fuel and without driver on all days of the month including Sundays & Holidays (24 x7 basis car deployment, irrespective of number of days in the month)	In figures:
		In words:
2	Extra KM Charges per KM beyond 2000 KMs per month (Rate Per KM)	In figures:
		In words:
	Indicate applicable GST rate %	

RATES SHALL BE QUOTED EXCLUDING GST