



भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited

Corporate Office: BHEL House,
Siri Fort, New Delhi-110049
Tele No. 011- 66337406

निविदा आमंत्रण सूचना/ NOTICE INVITING TENDER

Sir/Madam,

Bharat Heavy Electricals Limited, (a Public Sector Enterprise), invites offer in sealed cover under two Part System (Part -I: Techno commercial Part & Part -II: Price Bid) from the reputed agencies / service providers for **"Hiring cars on operating lease basis for 04 years"**.

Please submit your competitive offer for the above subject work as per the tender terms & conditions.

SCHEDULE TO TENDER

1.	Tender Reference No.	AA:GAX:18:LV:104
2.	Date of Issue of Tender:	03-06-2018
3.	Tender Title:	Hiring cars on operating lease basis for 04 years
4.	Name of Establishment where works/services is to be carried out:	BHEL - Pan India
5.	Last date/ time for receipt of tender:	12-06-2018 by 11:00 AM
6.	Date/ time of opening of (Part-I):	12-06-2018 by 11:30 AM
7.	Place of Submission of Tender / Bid:	Tender Box, placed at the reception of Corporate Office, BHEL House, Siri Fort, New Delhi-110049
8.	Tender will be opened at:	Corporate Office, BHEL House, Siri Fort
9.	Date/Time of price bid opening:	Will be intimated separately.
10.	Minimum Validity of tender offer:	120 days from the due date of submission of offer
11.	Total EMD amount:	NIL
12.	Total Security Deposit Amount:	NIL
13.	Scope of Work:	As per Bidding Document.
14.	Duration of Contract	02 Years
15.	Lease Period	48 months

BHEL will not be responsible for any delay in receipt of tender(s), sent by post / courier. All corrigenda, addenda, amendments, time extension, clarifications, etc. to the tender will be hosted on website <http://www.bhel.com> and <http://eprocure.gov.in/cppp/> only. Bidders should regularly visit website to keep themselves updated. Any clarification regarding NIT, if required, should be sought from the undersigned before the tender due date.

Thanking you,

For & on behalf of
 Bharat Heavy Electricals Ltd.

U. Singh
 03/06/18.
 (Upendra Kumar Singh)
 DGM (HR-GAX & ISMG)
 E-mail: upendra@bhel.in
 Tele No. 011- 66337406

उपेन्द्र कुमार सिंह / U.K. Singh
 उप महाप्रबंधक / DGM
 मा.सं.-कॉ.प्रशा. एवं आई.एस.एम.जी. / HR-GAX & ISMG
 भारत हेवी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Ltd.
 बी.एच.ई.एल हाऊस, सीरी फोर्ट / BHEL House, Siri Fort
 नई दिल्ली-110049 / New Delhi-110049

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SECTION-I**GENERAL CONDITIONS OF TENDER****1. GENERAL INSTRUCTION TO BIDDERS****1.1. DESPATCH 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 required in the following pages.
- 1.1.2 All documents submitted by the Bidder in his tender shall be accompanied with a covering letter giving index interlinking all the documents.
- 1.1.3 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.
- 1.1.4 All entries in the tender documents should be in one ink.
- 1.1.5 **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.**

1.2. SUBMISSION OF TENDERS

- 1.2.1 Bidders must submit their tenders to Officer inviting tender as per instructions in the NIT i.e. Tenders shall be strictly in accordance with the tender specifications.
- 1.2.2 Tenders submitted by post shall be sent by 'REGISTERED POST ACKNOWLEDGEMENT DUE / by COURIER' and shall be posted with due allowance for any postal/courier delays. BHEL takes no responsibility for delay, loss or non-receipt of tenders sent by post/courier. **The tenders received after the specified time of their submission are treated as 'Late Tenders' and shall not be considered under any circumstances.**
- 1.2.3 After/during the scrutiny of technical bids, bidder may be required to attend a meeting for clarifications if any.
- 1.2.4 Tenders shall be opened by authorised Officer of BHEL at his office at the time and date as specified in the NIT, in the presence of such of those bidders or their authorised representatives who may be present.

- 1.2.5 Bidders whose bids are found techno commercially qualified shall be informed the date and time of opening of the Price Bids and such Bidders may depute their representatives to witness the opening of the price bids. BHEL's decision in this regard shall be final and binding.

1.3. **LANGUAGE**

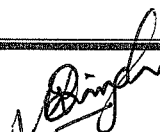
- 1.3.1 The bidder shall quote the rates in English language and international numerals. These rates shall be entered in figures as well as in words. For the purpose of the tenders, the metric system of units shall be used.
- 1.3.2 All entries in the tender shall either be typed or written legibly in ink. Erasing and over-writing is not permitted and may render such tenders liable for rejection. All cancellations and insertions shall be duly attested by the bidder.
- 1.3.3 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.
- 1.3.4 Currencies of Bid & Payment: Indian Rupees (₹) only.

1.4. **PRICE DISCREPANCY / CORRECTION OF ARITHMETIC ERRORS:**

- 1.4.1 **Conventional (Manual) Price Bid opening:** In the case of price bid opening without resorting to Reverse Auction, if there are differences between the rates given by the bidder in words and figures or in amount worked out by him, the following procedure for evaluation and award shall be followed:
- i) When there is a difference between the rates in figures and in words, the rates which corresponds to the amounts worked out by the bidder, shall be taken as correct.
 - ii) When the amount of an item is not worked out by the bidder or it does not correspond with the rate written either in figure or in words, then the rate quoted by the contractor in words shall be taken as correct.
 - iii) When the rate quoted by the contractor in figures and words tallies but the amount is not worked out correctly, the rate quoted by the bidder shall be taken as correct and not the amount.
 - iv) In case of lumpsum price, if there is any difference between the amount in figures and in words, the amount quoted by the bidder in words shall be taken as correct.
 - v) In case of omission in quoting any rate for one or more items, the evaluation shall be done considering the highest quoted rate obtained against the respective items by other bidders for the subject tender. If the bidder becomes L-1, the notional rates for the omission items shall be the lowest rates quoted for the respective items by the other bidders against the respective omission items for the subject job and the 'Total quoted price (loaded for omissions)' shall be arrived at. However, the overall price remaining the same as quoted originally, the rates for all the items in the 'Total quoted price (loaded for omissions)' shall be reduced item wise in proportion to the ratio of 'Original' total price and the 'Total quoted price (loaded for omissions)'.
 - vi) The 'Final Total Amount' shall be arrived at after considering the amounts worked out in line with 'i' to 'v' above.



- 1.4.2 **REVERSE AUCTION:** In case of Reverse Auction, the successful bidder shall undertake to execute the work as per overall price offered by him during the Reverse Auction process. In case of omission of rates, the procedure shall be as per 'Guidelines for Reverse Auction' enclosed.
- 1.5. **QUALIFICATION OF BIDDERS**
- 1.5.1 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.
- 1.5.2 Offers from bidders who do not have proven and established experience in the field shall not be considered.
- 1.5.3 Offers from bidders who are under suspension (banned) by any Unit/Region/Division of BHEL shall not be considered.
- 1.5.4 Offers from bidders who do not comply with the latest guidelines of Ministry/Commissions of Govt. of India shall not be considered.
- 1.6. **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 price bid opening.
- 1.6.1 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.
- 1.6.2 Price Bids of shortlisted bidders shall only be opened either through the conventional price bid opening or through electronic Reverse Auction, at the discretion of BHEL.
- 1.6.3 Price Bids of unqualified bidders shall not be opened. Reasons for rejection shall be intimated in due course after issue of LOI/LOA to successful bidder and receipt of unqualified acceptance from the successful bidder
- 1.7. **VALIDITY OF OFFER:** Offers shall remain valid for **120 days'** period from the due date of submission of tenders (including extension, if any). In case BHEL (Bharat Heavy Electricals Ltd.) calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the bidders.
- 1.8. **EARNEST MONEY DEPOSIT (EMD):** All bidders shall be exempted from payment of earnest money (EMD) at the time of tender submission.
- 1.9. **SECURITY DEPOSIT:** Security Successful bidders shall be exempted from payment of security deposit.
- 1.10. **REJECTION OF TENDER**
- 1.10.1 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.
- 1.10.2 BHEL reserves the right to accept or reject any of the bid / all bids 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 tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights for the following without assigning any reasons whatsoever:
- To reject any or all of the tenders.
 - To split up the work amongst two or more bidders as per NIT
 - To award the work in part if specified in NIT



- d. In case of either of the contingencies stated in (b) and (c) above, the time for completion as stipulated in the tender shall be applicable.
- 1.10.3 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.
- 1.10.4 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.
- 1.10.5 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.
- 1.10.6 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.
- 1.10.7 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 the Earnest Money/Security Deposit/any other money due.
- 1.10.8 Canvassing in any form in connection with the tenders submitted by the Tenderer shall make his offer liable to rejection.
- 1.10.9 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 and forfeit the Earnest Money/Security Deposit.
- 1.11. "The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com.

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

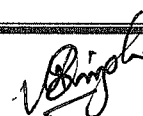
COMMITMENT BY BHEL: BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

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)**

Any Bidder falling under MSE category, shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer.

Type under MSE	SC/ST owned	Others
Micro		
Small		

Note: - If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSE category.

- a) MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either Udyog Aadhaar or EM-II certificate having deemed validity (five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM-II certificate along with attested copy of a CA certificate (format enclosed as **Annexure-I**) where deemed validity of EM-II certificate of five years has expired applicable for the last audited financial year. Date to be reckoned for determining the deemed validity will be the last date of Bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if the above required documents are not submitted along with offer. If the tender is to be submitted through e-procurement/tendering portal, then the above required documents are to be uploaded on the portal.
- b) MSEs shall be exempted from payment of earnest money at the time of tender submission. However, there is no exemption of security deposit submission.
- c) Participating MSEs quoting price within price band of L1+15 % shall be considered for award of complete scope of work by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE. In case of more than one such MSE, MSE with lowest price shall be given the first option to match the L1 price. However, MSEs owned by the Scheduled Caste or the Scheduled Tribe entrepreneurs shall be given the preference for matching the L1 price irrespective of their standing in comparative statement of MSE bidders within price band of L1+15 %.
- d) However, credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers at the time of tender evaluation.

- 1.14. **INTEGRITY PACT:** IP is a tool to ensure that activities and transactions between the Company and its Bidders/Leasing Agency(s) are handled in fair, transparent and corruption free manner. A panel of Independent External Monitors (IEMs) have been appointed to oversee implementation of IP in BHEL.

The IP as enclosed with the tender (**Annexure-H**) is to be submitted (duly signed by authorized signatory who signs in the offer) along with bid. Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.

Details of IEM for this tender is furnished below:

Name: Shri D.R.S Chaudhary, IAS (Retd.)

Email: dilip.chaudhary@icloud.com

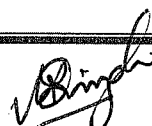
Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case any complaint arising out of the tendering process, the matter may be referred to the IEM mentioned in the tender.

Notes: No routine correspondences shall be addressed to the IEM (phone/post/email) regarding the clarifications, time, extensions or any other administrative queries, etc. on the tender issues. All such clarifications/ issues shall be addressed directly to under given office/official.

Visit shall be made on any working day between 09:00 AM to 05:30 PM with prior intimation to the undersigned.

Contact Person: Sh. Upendra Kumar Singh, DGM (HR-GAX & ISMG)
Contact Address: Corporate Office, BHEL House, Siri Fort, New Delhi
Email: upendra@bhel.in
Phone: 011-66337406
Mobile: 8800907676

- 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.
 - 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/Customer 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.*
- 1.16. The Tender submitted by a techno commercially qualified bidder shall become the property of BHEL who shall be under no obligation to return the same to the bidder. However unopened price bids and late tenders shall be returned to the bidders.
- 1.17. Unsolicited discount received after the due date and time of Bid Submission shall not be considered for evaluation. However, if the party who has submitted the unsolicited discount/rebate becomes the L-I party, then the awarded price i.e contract value shall be worked out after considering the discount so offered.
- 1.18. 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.
- 1.19. The tender schedule and the tender shall be deemed to form an integral part of the contract to be entered into for this work.
- 1.20. 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.



- 1.21. The successful bidder will be responsible for the quality of the job and will immediately rectify the deficiency pointed out in the job performed.
- 1.22. **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.
- 1.23. **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.
- 1.24. **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.
- 1.25. **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.
- 1.26. **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.
- 1.27. Lowest prices/service charge received against Tender need not be the acceptable to BHEL and in that case BHEL would not be considered the same for award of Contract. BHEL would negotiate or re-float the Tender opened if L1 price is not the lowest acceptable price to them 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.
- 1.28. **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.
- 1.29. **ARBITRATION:**
- 1.29.1 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.

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

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Order/Contract, such dispute or difference shall be referred to by either party to the arbitration of one of the arbitrators in the department of public enterprises. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law secretary, Deptt. of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties hereto finally and conclusively. The parties in the dispute will bear equally the cost of arbitration as intimated by the arbitrator.

1.30 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 30% overheads as departmental charges on the cost of materials / services so purchased/hired.

- 1.31 **FORCE MAJEURE:** The conditions of Force Majeure shall mean 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.

- 1.32 **REVERSE AUCTION:** "BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ Leasing Agency(s), as available on www.bhel.com.

The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.

If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the BHEL Unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ Leasing Agency(s), as available on www.bhel.com

- 1.32. **DEVIATIONS:** Deviations, if any, may be indicated in format enclosed. Deviation mentioned elsewhere in the offer shall not be considered. BHEL reserves the right to accept or reject the deviation sought. Bidder may note that Bid shall be in full compliance to the requirements of Bidding Document, failing which bid shall be considered as non-responsive and may be liable for rejection.
- 1.33. All the terms & conditions mentioned in this tender/bidding document shall form a part of the Agreement, which shall be executed between the successful Leasing Agency(s) and BHEL before commencement of the contract. Any other requirement of successful Leasing Agency(s) for execution of the contract shall be subject to mutual agreement in writing prior to award of the contract.
- 1.34. **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 delivered as per terms & conditions of this tender even if the contract expires before such delivery.
- 1.35. BHEL shall not be responsible for any expense incurred by bidders in connection with the preparation & delivery of their bids, site visit, participating in the discussion and other expenses incurred during the bidding process.
- 1.36. In case any bidder is found to be involved in cartel formation, his bid will not be considered for evaluation / placement of order or BHEL may cancel the tender without assigning any reason to the participated bidders. Bidders shall have no right of any type of claim if BHEL exercise the option of cancelling the tender.

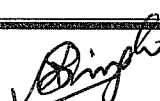
SECTION-II
SCOPE OF WORK & SERVICES

- 2.0 BHEL intends to hire cars on "Lease Basis" for a period of 48 months with usage of 80,000 Kilometers for its various offices spread all over the country (as per **Annexure F**). Brand new "Toyota Corolla Altis GL (Petrol)", "Hyundai Verna 1.6 Ex MT (Diesel)/ Maruti Ciaz Delta MT (Petrol)" and "Maruti Dzire VDI (Diesel)/ Maruti Dzire VXi MT (Petrol)" cars shall be supplied to BHEL at its various locations, 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:

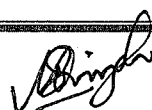
Category	Make / Model of Car	No. of Cars required	Residual Value (RV)
A	Toyota Corolla Altis GL (Petrol)-1798 CC	08	20%
B	Hyundai Verna 1.6 CRDi Ex (Diesel) -1396 CC OR Maruti Ciaz Delta MT (Petrol)-1373 CC	32	30% for Diesel Car & 20 % for Petrol Car
C	Dzire VDI (Diesel)-1248 CC OR Maruti Dzire VXi MT (Petrol)-1197 CC	22	
	Total Number of cars	(08+32+22)=62	

- 2.01 **QUANTUM OF WORK:** The total projected requirement of car(s) is tentative and nos. required for all types car(s) during the contract period of 2 years is likely to be 62 Nos. Further, BHEL also reserves the right to revise requirements up to $\pm 30\%$. 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% for "Toyota Corolla Altis GL (Petrol car)/ Maruti Ciaz Delta MT (Petrol)/ Maruti Dzire VXi MT (Petrol)" and 30 % for "Hyundai Verna 1.6 Ex MT (Diesel)/ "Maruti Dzire VDI (Diesel)" 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 quantities of the various cars 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 "white plate registration number", conforming to the specified norms of the 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 rentals that would be payable on the basis of the cost of the car(s) (capitalized amount inclusive **of impact (+ve or -ve) on Road Tax & Registration Charges, if any, then indicated in the price bid**) depending upon the location. 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 **DRIVER & FUEL:** These cars shall be driven by BHEL Driver(s) and / or drivers outsourced by BHEL and shall be in our possession during lease period and shall be maintained in good running condition by Leasing Agency(s). The fuel shall be provided by BHEL.
- 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) will be rectified immediately by the Leasing Agency(s) at their sole risk, responsibility and cost. Regarding major accident, it will 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. Settling claims with insurance company will be the sole responsibility of Leasing Agency(s) and BHEL will have no liability in this regard. However, BHEL shall provide all necessary documentation as the beneficiary of the Insurance Policy. A copy of the Maintenance Schedule will be furnished along with the Techno-Commercial Bid.
- 2.08 The Part-I bid shall contain detail of ex-show room price of all type of car(s) with delivery at Delhi along with supporting document. BHEL reserves the right to verify/clarify the quoted ex-show room price so as to enable BHEL to evaluate the price bids on a uniform platform.
- 2.09 The hired cars on lease will be driven by BHEL Driver (s) and the fuel 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 / user, with "white plate registration number", conforming to the Rules & Regulations of respective Transport Authorities. The car(s) so provided by the successful bidder(s) on operating lease basis to BHEL, should not be sub-leased to any third party.

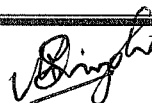


- 2.10 The successful bidder(s) will furnish the details of a trained & efficient manager who will deal with BHEL for all queries & complaints related to the contract.
- 2.11 The successful bidder(s) will be abiding to execute the work assignments strictly in accordance with the terms and conditions 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.
- 2.12 The successful bidder(s) will be responsible for the quality of the services/cars and will immediately rectify the deficiency pointed out in the cars/services performed.
- 2.13 Successful bidder(s) will be responsible for **cashless** transaction for repair and maintenance of the cars provided at various locations of BHEL.
- 2.14 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.



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 performance.
- 3.01 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.
- 3.02 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.
- 3.03 In case of any dispute, the decision taken by BHEL will be final and binding on the successful bidder(s).
- 3.04 **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.
- 3.05 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.
- 3.06 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.
- 3.07 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.
- 3.08 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.
- 3.09 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.
- 3.10 Successful bidder(s) shall have to execute "Contract Agreement" on a non-judicial stamp paper of ₹ 100/- at DELHI, India.
- 3.11 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.
- 3.12 **PAYMENT TERMS:**
- 3.12.1 The Contractor(s) 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.
- 3.12.2 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.



- 3.12.3 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.
- 3.12.4 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.
- 3.12.5 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/deduct the excess/decreased kilometers charge at the rates which will be finalized in this tender.

3.13 **TAXES & DUTIES:**

- 3.13.1 To enable BHEL to avail GST Input tax credit, Contractor(s) 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(s) only after submission of GST complaint Tax invoice. The successful bidder shall raise GST compliant invoice affixing GSTIN of BHEL's unit availing the services.
- 3.13.2 BHEL reserves the right to protect its interest against any loss on account of availability of GST credit.
- 3.13.3 GSTIN of BHEL will be provided to the Contractor(s) along with the work order.
- 3.13.4 Any new/change in statutory levy as and when made applicable by the Government shall become applicable against documentary evidence.
- 3.13.5 Payment to the Contractor(s) 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(s) by BHEL.
- 3.13.6 Applicable GST shall also be recoverable from the Contractor(s) in case of LD recovery/penalty on account of breach of terms of contract.

3.14 **PENALTY CLAUSES:**

The Bidder acknowledges that the cars are meant for use by senior executives of BHEL and non-availability of the same would hamper and affect the day to day functioning of senior executives of BHEL and the corporate image of BHEL & the actual loss resulting there from may not be quantifiable. Therefore, the Bidder agrees to the deduction of penalties in following situations:

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 car(s) on road due to malfunction / accident,	BHEL reserves the right to impose a penalty of ₹1000/- per day or part there off excluding the response time.
b.	In case of non-delivery of cars within mutually agreed time frame after award of contract.	BHEL reserves the right to impose a penalty of ₹1000/- per day.

The penalties imposed for violation of service agreement clauses shall be notified by BHEL as per the terms indicated. The Contractor(s) 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/ compensation etc. resulting from non-compliance with the terms of the contract, payable by the contractor to BHEL

under the terms of the contract will be recovered from the outstanding payment to the Contractor(s) either under this contract or any other contracts or from both. In case this amount is insufficient for such recovery, the Contractor(s) shall make good the balance amount by actual payment. In addition, BHEL will recover the said amounts through its sister's concern, from the payments due to the contractor(s) in any Unit of the BHEL located in any part of India.

Failure to provide services by the Contractor(s) as per requirement shall attract adverse remarks, which may be included in the Completion Certificate and / or attract any legal /administrative action on Bidder or of Bidder or both, as deemed fit.

3.15 **INCIDENTS RESULTING TERMINATION OF CONTRACT:**

3.15.1 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.

3.15.2 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:

3.15.3 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.

3.16 **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.

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

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.

***Definition of Foreclosure Value (FV):** It is Outstanding Book Value on the date of Foreclosure + Applicable Taxes, Outstanding Insurance, Outstanding Road tax & outstanding EMIs of other components indicated in the Price Bid Format.

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.

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:

3.19.1 **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.

3.19.2 **DOCUMENTS:** Relevant documents with respect to the car(s), including registration certificate in original and the original insurance policy.

3.19.3 **KEYS & ACCESSORIES:** Keys (Original as well as duplicate) of the car(s).

3.19.4 **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 **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 the lease period is terminated by BHEL prior to the completion of the 48 months' tenure or lease of a car(s) is foreclosed, BHEL shall pay to Contractor(s):

3.20.1 All arrears of lease rentals in respect of the Car(s) due under Agreement prior to the date of termination/foreclosure/completion of lease.

3.20.2 **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.

- 3.20.3 **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.
- 3.20.4 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 outstanding book value would be payable by 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 Price Bid(s) as the prevailing rate of interest for the purpose of arriving at lease rental amounts by vendors.
- 3.27 **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% (for petrol cars)/70% (for Diesel Cars) 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% / 30% shall be the "Residual Value"**. **In exceptional circumstances / exigencies**, BHEL may opt to retain the diesel car(s) (Hyundai Verna & Maruti Dzire VDi) 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.
- 3.28 For the payment of the lease rentals during the extended period, the successful bidder(s) shall provide the **Book Value Charts for the Diesel Car only, considering 30% of the initial value of the Car as the capitalized amount** with revised RV of **21%, 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.

- 3.29 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 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.
- 3.30 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.
- 3.31 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.
- 3.32 The successful bidder(s) shall have to provide the break-up of modified break-up of components, as specified in the Price Bid Format while computing monthly rentals along with the applicability of taxes while 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).
- 3.33 **INSPECTION & TESTING:** BHEL will be entitled at all times, at the risk of the Contractor(s) to inspect the car. BHEL reserves the right to reject any of the car without assigning any reason thereof at risk and cost of the Contractor(s).
- 3.34 In matters of dispute regarding the quality of services, decision of BHEL or its authorized representative shall be final and binding.
- 3.35 The Contractor(s) shall be responsible to provide, within the scope of work, all facilities/materials etc. necessary for performance of work.



SECTION-IV
QUALIFYING CRITERIA FOR THE BIDDERS

4 PRE-QUALIFICATION REQUIREMENT (PQR)

- 4.1 Average Annual financial turnover from the operating lease business during the last 03 years, ending 31st March' 2017 should be at least **₹ 74.0 Lakhs**.
- 4.2 Bidder either himself or through his financier (with a single point responsibility by the Bidder) should be in business of "leasing of Cars" for at least two years to be reckoned from 31.05.2018.
- 4.3 Bidder should have single contract/ lease agreement for at least 30 Nos. Cars of not less than 1100 cc capacity on Lease Basis with offices of Central Govt. / State Govt. / PSUs / Public Limited / Private Limited Company in last seven years as on 31.05.2018 and such agreement should have completed minimum one year of operation by 31.05.2018 with minimum 10 nos. cars provided under the contract/ lease agreement.
- 4.4 The Bidder should have with him unique PAN and GST Registration Numbers.

FAILURE TO FULFIL ALL THE ABOVE REQUISITE CONDITIONS SHALL MAKE THE TENDER OFFER TO BE SUMMARILY REJECTED.

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SECTION-V
DOCUMENTS REQUIRED

- 5.00 The Bidders should submit documents in support of possessing qualifying requirements as under, duly certified and stamped by their authorized signatory.
- 5.01 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' 2017**, 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 2014-15, FY 2015-16, FY 2016-17), divided by 03.
- 5.02 Copies of work orders / award letters/ lease agreements along with performance/completion certificates as supporting documents against **S. No. 4.3** 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.
- 5.03 Bidder has to submit a copy of **PAN, GSTIN** as supporting documents against **S. No. 4.4 of PQR**
- 5.04 Bidder has to submit the No Deviation Certificate duly signed in the format **Annexure-A**.
- 5.05 The Bidder must submit a Declaration Certificate i.e. **Annexure-B**.
- 5.06 Tender has to be submitted with contact address and e-mail ID etc. duly filled and signed as placed in **Annexure-C**.
- 5.07 Bidder must submit the financial details in the enclosed format at **Annexure-E**.
- 5.08 Bidder must submit, signed and sealed **Annexure-F** i.e. List of BHEL Units.
- 5.09 Bidder must submit, signed and sealed **Annexure-G** i.e. Certificate of Repair & Maintenance.
- 5.10 Bidder must submit, signed and sealed **Annexure-H** i.e. Integrity Pact.
- 5.11 MSE suppliers/bidders can avail the intended benefits, only if they submit required documents or **(Annexure-I)** as mentioned in **S. No. 1.13 (a)**, along with the offer.
- 5.12 Bidder must submit, signed and sealed **Annexure-J**.
- 5.13 Un-priced price bid format **(Annexure-K)** duly signed by the bidder shall be submitted along with technical bid by mentioning 'Q' in the column where quote is to be offered by the party.
- 5.14 The bidder shall submit the Bank details along with a cancelled cheque for NEFT/RTGS.

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.



SECTION-VI
PROCEDURE FOR SUBMISSION OF TENDER

- 6.00 The tender is to be submitted as required in **two parts** in separate sealed covers **prominently superscripted as Part-1 "Techno-commercial Bid" & Part-2 "Price Bid"** and also indicating on each of the covers the tender number and due date & time as mentioned in the tender enquiry.
- Envelope of **Part-1 "Techno-commercial Bid"** shall contain documents required in **S. No. 3.00 and 4.00;**
 - **Part-2 "Price Bid"** shall contain **Price-Bid format (Annexure-K)** only.
 - **These two separate covers/envelopes 1 and 2** shall together be enclosed in **third envelope** and this sealed cover shall be superscripted with tender number & due date.

If the Part-2 "Price Bid" (Annexure-K) is not received in the separate sealed envelope as described above, then the bid shall be rejected and offer of such respective bidder(s) will not be evaluated further. The authenticity of the NSIC Certificate/ Udyog Aadhaar will be checked immediately and their Techno commercial bid shall be opened only, if the NSIC Certificate/ Udyog Aadhaar certificate is valid.

- 6.01 Bidders who qualify in Technical Bid (**Part-1**) will only be considered while opening of Price Bid (**Part-2**). BHEL may finalize successful bidder by **OPENING OF SEALED PRICE BID** or by conducting **ONLINE REVERSE AUCTION**. Date of opening of sealed Price Bid / conducting of online Reverse Auction will be intimated separately to the Bidders who qualify in the Techno-Commercial bid.
- 6.02 Offer/Tender submitted by the bidders should strictly be in accordance with the tender terms & condition enclosed herewith.
- 6.03 **Tenders/Offer submitted by the bidder(s) with deviations from any terms & conditions mentioned in this tender document are likely to be rejected. BHEL decision in this regard should be final & binding on the bidder.**



ANNEXURE-A

No Deviation/Acceptance Certificate

(To be submitted along with Part-1 Bid)

Notwithstanding anything mentioned in our bid, we hereby accept all the terms & conditions of the above tender. We confirm that the offer submitted by us is confirming to all the terms & conditions mentioned in the tender document. We hereby undertake and confirm that we have understood the scope of services properly and shall carry out the job as mentioned in this tender in line with tender terms & conditions.

Or

We hereby accept all terms & conditions of the above tender except the following:
(Give reference to Clause Nos. of Terms & Conditions which are not acceptable)

1.

2.

3.

4.

5.

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:18:LV: 104, dated 03.06.2018. Deviations if any, mentioned elsewhere in our bid (whether Techno-commercial bid or Price bid) may be treated as null and void by BHEL.

Signature

With name, Designation & seal of the firm



ANNEXURE – B**DECLARATION CERTIFICATE**
(to be typed on bidder's letter head)From:

Our Ref: -----

dated -----

To,
Mr. Upendra Kumar Singh
DGM (HR-GAX & ISMG)
BHEL House, Siri Fort, New Delhi-110049

SUBJECT: Hiring cars on operating lease basis for 04 years.
(Tender No. AA:GAX:18:LV:104, dated 03-06-2018)

Dear Sir,

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

1. We have downloaded the full document from the website.
2. 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.
3. We hereby confirm that we have gone through and understood the Bidding Document and that our Bid has been prepared accordingly in compliance with the requirement stipulated in the said documents. We are submitting Master Index of Bidding Document as part of our Bid duly signed in token of our acceptance. 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. Further, we shall sign and stamp each page of this bidding document as a token of Acceptance and as a part of the Contract in the event of award of Contract to us.
4. We further confirm that we have quoted prices in Schedule of Rates in Price Bid considering detailed description of items given in Schedule of Rates.
5. I / We do hereby declare that there is no case with the Police/Court/Regulatory authorities against the proprietor/firm/partner. Also I / We have not been suspended / delisted / blacklisted by any other Govt. Ministry/Department/Public Sector Undertaking/ Autonomous Body/Financial institution/Court. 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

ANNEXURE-C**BIDDERS PROFILE/DETAIL**

*Photograph of
bidder /
authorised
signatory
holding power
of attorney*

Sl. No.	Description	Details
1	Name of tendering Company/Firm/Agency	
2	Name of proprietor/ Director of Company/Firm/Agency	
3	Full address of registered office with telephone no., Fax no. & E-mail Address etc.	
4	Full address of operating/branch office with telephone no, Fax no. & E-mail Address etc.	
5	PAN() Enclosed
6	GST Registration No.() Registered and Enclosed
7	Udyog Aadhaar/NSIC No. (In case of MSME)() Registered and Enclosed
8	Name of Bidder/ Contact Person	
9	Phone No. of Bidder / Contact Person	

Signature
With name, Designation & seal of the firm

ANNEXURE-D

CHECK-LIST (TECHNICAL BID)
SUMMARY OF COMPLIANCE TO REQUIREMENT OF TENDER

Sl. No.	Description of requirement	Yes / No/ NA	Page No.
1	Copies of the Audited Balance sheet and Profit & Loss account statements of last three Financial Years i.e. FY 2014-15, FY 2015-16 & FY 2016-17 duly certified by CA.		
2	Acknowledgement of I-T return of last three Financial Years i.e. FY 2014-15, FY 2015-16 & FY 2016-17.		
3	Details of work experience, satisfactory work performance certificates including copy of contract/ lease agreement		
4	Copy of the PAN card		
5	Copy of GST registration certificate (GSTIN)		
6	No Deviation Certificate i.e. Annexure-A		
7	Declaration Certificate i.e. Annexure-B		
8	Bidders Profile/Detail i.e. Annexure-C		
9	Financial Details of the Bidder along with Work Experience Details i.e. Annexure-E		
10	List of BHEL Units i.e. Annexure-F		
11	Certificate of Repair & Maintenance i.e. Annexure-G		
12	Integrity Pact i.e. Annexure-H		
13	Certificate by Chartered Accountant on letter head (only for those who are submitting EM-II Certificate) (Annexure-I)		
14	PART 'I' – UN-PRICE BID i.e. Annexure-J		
15	PART 'II' – PRICE BID i.e. Annexure-K		
16	All the pages of tender document signed & stamped.		
17	The bidder shall submit the Bank details along with a cancelled cheque for NEFT/RTGS.		

Signature
 With name, Designation & seal of the firm

ANNEXURE-E**FINANCIAL DETAILS OF THE BIDDER**

ANNUAL TURNOVER (in ₹ Lakhs)	FINANCIAL YEAR 2014-15	FINANCIAL YEAR 2015-16	FINANCIAL YEAR 2016-17

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

ANNEXURE-F**LIST OF BHEL MANUFACTURING UNITS / OFFICE LOCATIONS**

- 1 DELHI
- 2 KOLKATA, WEST BENGAL
- 3 NAGPUR, MAHARASHTRA
- 4 MUMBAI, MAHARASHTRA
- 5 CHENNAI, TAMIL NADU
- 6 RANIPET, TAMIL NADU
- 7 TIRUCHIRAPALLI, TAMIL NADU
- 8 THIRUMAYAM, TAMIL NADU
- 9 BANGALORE, KARNATAKA
- 10 HYDERABAD, TELANGANA
- 11 VISAKHAPATNAM, ANDHRA PRADESH
- 12 HARIDWAR, UTTARAKHAND
- 13 RUDRAPUR, UTTARAKHAND
- 14 BHOPAL, MADHYA PRADESH
- 15 GOINDWAL, PUNJAB
- 16 JAGDISHPUR, U.P.
- 17 JHANSI, U.P.
- 18 NOIDA, U.P.
- 19 VARANASI, U.P.

However, depending upon BHEL requirements, the successful bidder(s) shall be required to arrange and provide the car(s) & all other related services in India at any place(s) other than those listed above, in respect of the car(s) provided for use by BHEL officials.

Signature

With name, Designation & seal of the firm

ANNEXURE-G

CERTIFICATE FOR REPAIR / MAINTENANCE OF CAR(S)
(To be provided by the successful bidder before placement of order)

We confirm repair & maintenance of the car(s) would be provided by us through the following authorized agency of each model on cashless transaction basis:

S. No.	Type of Car	Name of Agency / Location	Contact Person / Phone No.
1.	Toyota Corolla Altis GL (Petrol)		
2.	Hyundai Verna 1.6 CRDi (Diesel) Ex		
	Maruti Ciaz Delta MT (Petrol)		
3.	Maruti Dzire VDi (Diesel)		
	Maruti Dzire VXi MT (Petrol)		

Note: Add more rows for indicating different Agencies in different locations.

The successful bidder shall have to adhere service and maintenance schedule of OEMs of the supplied car(s).

Signature
With name, Designation & seal of the firm

ANNEXURE-H**INTEGRITY PACT****Between**

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Sir' Fort, New Delhi - 110049 (India) hereinafter referred to as The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

and

..... (description of the party along with address), hereinafter referred to as The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART'

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for.....

..... The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint independent External Monitor(s), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the Principal

1.1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

1.1.1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

1.1.2. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular. before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

1.1.3. The Principal will exclude from the process all known prejudiced persons.

1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/ Contractor(s)

2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- 1.1.1** The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- 1.1.2** The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 1.1.3** The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant IPC/ PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 1.1.4** The Bidder(s)/ Contractor(s) 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.

- 2.2** The Bidder(s)/ Contractor (s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors". framed by the Principal.

Section 4 - Compensation for Damages

- 4.1** If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/Bid Security. .
- 4.2** If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

Section 5 - Previous Transgression

- 5.1** The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2** If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 - Equal treatment of all Bidders/ Contractors / Sub-contractors

- 6.1** The Bidder(s)/ Contractor(s) undertake(s) to obtain from all subcontractors a commitment consistent with this Integrity Pact and report Compliance to the Principal. This commitment shall be taken only from those sub-contractors whose contract value is more than 20 % of Bidder's/ Contractor's contract value with the Principal. The Bidder(s)/ Contractor(s) shall continue to remain responsible for any default by his Sub-contractor(s).

- 6.2** The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- 6.3** The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

Section 7 - Criminal Charges against violating Bidders/ Contractors /Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 -Independent External Monitor(s)

- 8.1** The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 8.2** The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3** The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)! Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality,
- 8.4** The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 8.5** As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or heal the situation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 8.6** The Monitor will submit a written report to the CMD, BHEL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.7** The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.8** If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant IPC / PC Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.9** The number of Independent External Monitor(s) shall be decided by the CMD. BHEL.
- 8.10** The word `Monitor' would include both singular and plural.

Section 9 - Pact Duration

- 9.1** This Pact begins and shall be binding on and from the submission of bid(s) by bidder(s). It expires for the Contractor 12 months after the last payment under the respective contract and for all other Bidders 6 months after the contract has been awarded.

- 9.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified as above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 - Other Provisions

- 10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.
- 10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders / contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

U.K. Singh
03/06/18

For & On behalf of the Principal

(Office Seal)

उपेन्द्र कुमार सिंह / U.K. Singh

उप महाप्रबंधक / DGM

मा.सं.-कॉ.प्रशा. एवं आई.एस.एम.जी. / HR-GAX & ISMG

भारत हेवी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Ltd.

Place-----बी.एच.ई.एल. हाऊस, सिरी फोर्ट / BHEL House, Siri Fort
नई दिल्ली-110049 / New Delhi-110049

Date-----

On behalf of the Bidder/ Contractor

(Office Seal)

Witness: *[Signature]*

(Name & Address)

Witness:

(Name & Address)

मो.कासिफ.अजमल / MD. KASHIFAJMAL

सहायक अभियंता / Assistant Engineer

मा. सं-प्रशासन / HR-GAX

भारत हेवी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Ltd.

बी.एच.ई.एल. हाऊस, सिरी फोर्ट / BHEL House, Siri Fort

नई दिल्ली-110 049 / New Delhi - 110 049

ANNEXURE-I**Certificate by Chartered Accountant on letter head
(only for those who are submitting EM-II Certificate)**

This is to certify that M/S, (hereinafter referred to as 'company') having its registered office at is registered under MSMED Act 2006, (Entrepreneur Memorandum No (Part-11) dtd:....., Category:..... (Micro/Small)). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial yearas per MSMED Act 2006 is as follows:

2. For Manufacturing Enterprises: Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722(E) dated October 5, 2006: Rs.....Lacs
3. For Service Enterprises: Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006: Rs.....Lacs (Strike off whichever is not applicable)

The above investment of Rs.....Lacs is within permissible limit of Rs.....Lacs forMicro / Small (Strike off which is not applicable) Category under MSMED Act 2006. Or The company has been graduated from its original category (Micro/ Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O.No.3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name

Membership number-

Seal of Chartered Accountant

PART 'I' - UN-PRICE BID

S.N	Description/ Bidding Parameters	Formula/ Instruction	Make & Model of Vehicles			
			Toyota Corolla Altis 1.8 GL	Hyundai Verna 1.6 CRDI Ex	Maruti Ciaz Delta MT	Dzire VDI
A	Ex-showroom Price (₹) at Delhi (inclusive of GST & Cess)	To be filled by Bidder				
B	GST (%) on Ex-Showroom Price	To be filled by Bidder				
C	Ex-showroom Price (₹) (excluding GST & Cess)	= A/(1+B)				
D	Discount (₹) on Ex-showroom Price mentioned at S. No. C	To be filled by Bidder				
E	Base Price of Car i.e. Capitalized Amount (₹)	= C-D				
F	Lease Finance Charges (₹) Per Thousand Per Month (PTPM) for 48 months - Applicable on capitalised amount mentioned at S. No. E	To be filled by Bidder				
G	% variation in PTPM due to each 0.5 % revision in SBI MCLR as on 31.05.2018	To be filled by Bidder				
H	Basic lease Rental Per Car Per Month (₹)	= E*F/1,000				
I	Residual Value: 30% (For Diesel) OR 20% (For Petrol) of Capitalised Amount	= 0.3*E+1 OR 0.2*E+1				
J	Total Executory Cost Per Month (₹)	To be filled by Bidder				
K	% of total executory cost per month on which GST mentioned at S. No. J will be applicable	To be filled by Bidder				
L	Rate of GST (%) on Taxable Executory Cost	To be filled by Bidder				
M	Amount of GST (₹) on Executory Cost per car per month	= J*K*L				
N	Total Monthly Rentals Per Car (including Base Lease Rental and Total Executory Cost) (INCLUSIVE OF GST &	= I+J+M				
O	Tentative No. of Cars required on operational lease basis		8	32	32	22
P	Total Rentals for 48 months	= N*O*48				
Q	Excess Mileage Charge (₹/ km)	To be filled by Bidder				
R	Total Rental Cost (₹) with Excess Mileage (Assume 10,000 km for evaluation)	= M+ 10,000*N*L				
S	Discount for Less Mileage (₹/ km)	To be filled by Bidder				
T	Total Rental Cost (₹) with Less Mileage (Assume 10,000 km for evaluation)	= M-10,000*P*L				
U	Average Rental For evaluation purpose	= (M+O+Q)/3				

IMPORTANT POINTS TO NOTE:

- Un-priced price bid format duly signed by the bidder shall be submitted along with technical bid, by mentioning 'Q' in all the columns where quote is to be offered by the party/bidder.
- **Bidders have to essentially quote for all the types of car(s) indicated in the Price Bid. Incomplete price bid shall be liable for rejection.**
- Rates/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 count shall be entertained.
- The anticipated requirement of the car(s) indicated under evaluation criteria is only for bid evaluation purposes. This may increase or decrease depending upon BHEL requirements. Further, BHEL reserves the right to revise BOQ, types (Make) & Models of car(s) during Techno-commercial evaluation & in that case, shall obtain Revised Price Bids for evaluation. The original bids submitted with the offer shall be returned after finalization of award.
- Discount quoted in this price bid ("**S. No. D**") shall have to be given on the respective car(s) provided to BHEL during the entire contract period **OR** the actual discount availed at the time of delivery whichever is higher shall be accounted for calculating the cost of asset subsequently the lease rental. BHEL reserves right to verify the quantum of Corporate Discounts, offered by Manufacturer / authorized Dealer from time to time. Any discrepancy observed during such exercise, the higher value of discount to be considered while arriving at Net Capitalized amount for the purpose of issuing Book Value Charts for the car(s).
- **Item-wise / Car-wise L1 bidder will be determined on the basis of amount arriving at "S. No. U" i.e. U-Value and subsequently Contract may be awarded to more than one bidder(s).**
- The extent of Excess **OR** Less mileage of 10,000 kms. is indicated for Bid Evaluation Purpose only. However, the same shall be actuals at the time of foreclosure / termination of Lease of each car, as the case may be.
- Executory /fleet management cost ("**S. No. J**") shall be inclusive of Repair and maintenance, Batteries, Damage waiver, 24 Hr Breakdown Assistance, Road Tax & Registration, Comprehensive Insurance and Management Services.
- In case of Reverse Auction, "**U-value**" shall be online sealed bid of the prospective bidders. The ratio of reduction between the RA price and sealed price bid shall be equally applied to all elements linked in "**U-value**" calculation except ex- showroom price mentioned at "**S. No. A**".
- Evaluation basis of Part-II (Price Bid, Annexure-K) bids are considering the delivery of car(s) in NCR (Delhi). However, for computing the monthly lease rental the same shall be applicable for delivery of car(s) at the different locations as indicated in Annexure-F of NIT. For verification of monthly lease rental, the empanelled service provider shall have to submit the applicable working sheet of Annexure-K, on case to case basis duly supported by requisite documents on delivery of car(s) as per BHEL requirements.
- Quoted Rates shall remain **FIRM** during the entire period of contract duration. This shall be subject to variation based upon increase/decrease **SBI MCLR rate** as defined in the tender document and price bid. BHEL shall not be responsible for any escalation in inputs costs of labour/ materials/ consumables etc. whatsoever or any increase in any duties, levies etc. in respect thereof whatsoever and the Leasing Agency(s) rates and Leasing Agency(s)'s obligation shall remain unaffected by such escalation and/or increase.
- Arrangement with maintenance service providers for **cash less** transaction for repair and maintenance of the cars provided at various locations of BHEL.
- 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, as contained in Sl. No. 6 of Annexure-IV (Commercial Terms and Conditions) of this tender.

ANNEXURE-K

PART 'II' - PRICE BID

S.N	Description/ Bidding Parameters	Formula/ Instruction	Make & Model of Vehicles			
			Toyota Corolla Altis 1.8 GL	Hyundai Verna 1.6 CRDi Ex	Maruti Ciaz Delta MT	Maruti Dzire VDI
A	Ex-showroom Price (₹) at Delhi (inclusive of GST & Cess)	To be filled by Bidder				
B	GST (%) on Ex-Showroom Price	To be filled by Bidder				
C	Ex-showroom Price (₹) (excluding GST & Cess)	= A/(1+B)				
D	Discount (₹) on Ex-showroom Price mentioned at S. No. C	To be filled by Bidder				
E	Base Price of Car i.e. Capitalized Amount (₹)	= C-D				
F	Lease Finance Charges (₹) Per Thousand Per Month (PTPM) for 48 months - Applicable on capitalised amount mentioned at S. No. E	To be filled by Bidder				
G	% variation in PTPM due to each 0.5 % revision in SBI MCLR as on 31.05.2018	To be filled by Bidder				
H	Basic lease Rental Per Car Per Month (₹)	= E*F/1,000				
I	Residual Value: 30% (For Diesel) OR 20% (For Petrol) of Capitalised Amount	= 0.3*E+1 OR 0.2*E+1				
J	Total Executory Cost Per Month (₹)	To be filled by Bidder				
K	% of total executory cost per month on which GST mentioned at S. No. J will be applicable	To be filled by Bidder				
L	Rate of GST (%) on Taxable Executory Cost	To be filled by Bidder				
M	Amount of GST (₹) on Executory Cost per car per month	= J*K*L				
N	Total Monthly Rentals Per Car (including Base Lease Rental and Total Executory Cost) (INCLUSIVE OF GST &	= I+J+M				
O	Tentative No. of Cars required on operational lease basis		8	32	32	22
P	Total Rentals for 48 months	= N*O*48				
Q	Excess Mileage Charge (₹/km)	To be filled by Bidder				
R	Total Rental Cost (₹) with Excess Mileage (Assume 10,000 km for evaluation)	= M+ 10,000*N*L				
S	Discount for Less Mileage (₹/km)	To be filled by Bidder				
T	Total Rental Cost (₹) with Less Mileage (Assume 10,000 km for evaluation)	= M-10,000*P*L				
U	Average Rental For evaluation purpose	= (M+O+Q)/3				