

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

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

Date: 18.11.2020

Date of Submission & opening of tender

Last date for submission of sealed tender	: 08.12.2020 by 1400 Hrs.
Date of opening the tender (Techno Comml.)	: 08.12.2020 at 1500 Hrs.
Venue for opening of Tender	: Human Resource Department Heavy Equipment Repair Plant (HERP) Tarna, Shivpur, Varanasi-221003.

General Information on Tender Specification: --

- **SCOPE OF WORK:** Supply of Maruti Suzuki Swift Dzire, Etios, Honda City, Corolla Altis, Innova/Innova Crysta etc. on day to day requirement basis.
- Tender outer cover should be addressed to : Sr. DGM(HR), BHEL, HERP,
Tarna, Shivpur, Varanasi-221003.
- Clarification to be sought for from Sr. DGM(HR), BHEL, HERP, Tarna, Shivpur, Varanasi-221003.
- Submission of Tender: Two-part Bid System under Rate Contract Basis.
- Required number of tender copies: **One**
- **Contract Value: Approx. 5.71 lacks Incl. of GST (Actual may vary)**
- Earnest Money is to be paid by each Bidder to ensure that the Bidder does not refuse to execute the work after it is awarded to him. The Earnest Money Deposit amount Rs 11,420/- (Rs Eleven Thousand Four hundred & Twenty only) is to be paid in the form of Demand Draft/Banker's Cheque from any of the Nationalised Banks with branches in India in favour of '**Bharat Heavy Electricals Ltd.**' payable at Varanasi.
- The entire document should be stitched as a single volume, Signed & serially numbered from first page to last page.
- Contract Period: 24 Months from the date of award of contract.

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SECTION - I

Receipt & Opening of tenders: -

- 1.1 The envelope containing the quotation should be **super scribed as Quotation** for Supply of Maruti Suzuki Swift Dzire, Etios, Honda City, Corolla Altis, Innova/ Innova Crysta etc. on day to day requirement basis.
- 1.2 Sealed tenders will be received on behalf of Sr. DGM (HR) in his office up to **1400 Hrs. Noon on 08.12.2020** from firms/agencies having adequate experiences in this field.
- 1.3 Tenders shall be opened on at **1500 hrs. (3:00 p.m.) on 08.12.2020** in presence of parties who wish to be present on the occasion.

Annexure I - Pre-Qualification criteria for the contract

Sl. No.	Criteria
1	Bidder should have average Annual Turnover of minimum Rs. 1.71 Lakh in the last 3 (three) Financial Years ending on 31-03-2020 & should have positive net worth as on 31-03-2020. Audited balance Sheet and Profit & Loss Account of the Bidder need be submitted for last 3 (three) Financial years, ending on 31-03-2020 in support of this requirement.
2	Bidder should have executed similar work during the last 7 (seven) years, ending on 31.09.2020, value of which should not be less than either of the following: 1 (single) work of value not less than Rs. 4.57 lakhs Or 2 (two) works of value not less than Rs. 2.85 lakhs each Or 3 (three) works of value not less than Rs. 2.28 lakhs each “Similar work” referred above may include Guest House Catering business, restaurant services, cafe, canteen, catering for events and functions, parties or conferences and delivery of cooked ready to eat food or meals. Relevant document i.e. Work order and certificate of completion in support of the above shall be submitted.
3	Bidder should submit valid PAN and GST Registration.

2.0 **Miscellaneous:**

- 2.1 All entries in the tender document should be **in one ink**. Erasing and over writing is not permitted. All cancellations and insertions should be **duly signed** by the Bidder concerned.

- 2.2 Bidder shall fill in all required particulars in the blank space provided for this purpose in the tender documents and also **sign each and every page** of the tender documents before submitting the tenders.
- 2.3 Tenders should be submitted in 02 (Two) parts viz. **(1) TECHNO- COMMERCIAL BID, (2) PRICE BID (See Annexure-A)**. All parts of the bid should be submitted in separate envelopes. All parts thereafter should be duly signed and sealed in a single envelope by the party before submission.
- 2.4 In quoting the rates in the “Price Offer” **(See Annexure-A)** the Bidders are advised to take into account relevant factors, including fluctuations in the market rates etc. No claim will be entertained on this account at a later date.
- 2.5 In the event of tender being submitted by a partnership firm, the tender must be signed separately and legibly by each partner or member of firm, or in their absence by the person holding the power of attorney on behalf of the other partners of the firm concerned. Copies of the partnership deed and the power of attorney must accompany the tender.
- 2.6 BHEL reserves the right to reject any or all of the tenders, partially or in full, without assigning any reasons thereof.
- 2.7 Tenders & “Price Offer” not submitted on the prescribed form shall be summarily rejected.
- 2.8 Rate should be quoted in figures as well as in words with respect to each item shown in the attached '**Price Offer (See Annexure-A)**' and should be submitted in a **separate envelop** super subscribed as '**Price Offer**'.
- 3.0 Validity of Contract:
- 3.1 The contract will be valid initially for a period of 02 (Two) years from the date of its commencement.
- 4.0 TECHNO COMMERCIAL BID (Envelop- 1): -**
Technical bid prepared by the bidder must comprise of the following documents in the Envelope - 1. Tenders will be accepted only if following are deposited as part of Techno commercial bid.
The List of documents to be submitted under Technical bid:
- a) Copy of the proof indicating the nature, Date of establishment and address of the organization.
- b) Copy of a Valid Pan Number.

- c) Copy of Income Tax Return for last 3 financial year ending on 31.03.2020.
- d) Earnest Money Deposit of Rs 11,420/- (Rs Eleven Thousand Four hundred & Twenty only). In case of MSME/NSIC vendors, valid EM II certificate along with MSME certificate must be submitted.

Offers will not be accepted unless earnest money (EMD) is deposited as part of the technical bid.

- e) Copy of proof indicating a valid PF/ESI number.
- f) Balance Sheet and Audited Profit & Loss Account of the bidder need be submitted for last 3 (three) Financial years, ending on 31-03-2020.
- g) Bidders have to qualify the pre-qualification as mentioned in the tender document. Relevant documents in support of the same must be submitted along with the technical bid.
- h) Copy of registration papers under GST Act. The Bidder shall bear all Govt. taxes/duties, levies as imposed on them by various Govt. authorities from time to time. No plea for payment/reimbursements by BHEL in this regard shall be entertained.
- i) Copy of Certificates for experience in providing services required as per Pre-qualification criteria.
- j) No Deviation Certificate – Annexure 'B'
- k) A complete bid form duly signed and stamped as per Annexure 'C'.

4.1 Earnest Money Deposit of Rs 11,420/- (Rs Eleven Thousand Four hundred & Twenty only) in the following forms only.

- (i) Pay Order or Demand Draft or banker's cheque in favor of 'Bharat Heavy Electricals Ltd. Payable at Varanasi.
- (ii) Electronic Fund Transfer credited in BHEL account (before tender opening).
- (iii) The tender will not be accepted unless earnest money is deposited as part of Techno commercial bid.
- (iv) Earnest money shall be refunded to unsuccessful Bidders after finalization/award of the contract. In case of successful Bidders, the earnest money will be adjusted towards the security deposit in respect of the Bidders and will be refunded/adjusted in accordance with BHEL's provisions relating to the security deposit.
- (v) If a Bidder withdraws his/her offer after submission of his/her tender and after acceptance of his/her tender, fails to start the work in accordance with the instructions, the earnest money deposit shall stand forfeited.
- (vi) The amount of security money to be deposited for proper fulfillment of the contract will be as per the 'Works Policy 2016' of BHEL.

BANK DETAILS (EFT), BHEL-HERP, VARANASI	
Bank Name	State Bank Of India
IFSC Code	SBIN0000201
Account Number	11103264820
Branch Code	0201
Address	State Bank Of India, Main Branch Kachaheri, Varanasi.
GST No	09AAACB4146P2ZC

- 4.2 **The total amount of Security Deposit will be 5% of the contract value (Contract value is approx 5.71 lacks).** EMD of the successful Bidder shall be converted and adjusted towards the required amount of Security Deposit.
- 4.3 Security Deposit amount shall not carry any interest and may be furnished in the following forms:
- (i) Cash (as permissible under the extent Income tax Act.
 - (ii) Local Cheques of Scheduled Banks (Subject to realization)/Pay Order/Demand Draft/Electronic Fund Transfer in favour of BHEL.
 - (iii) Bank Guarantees from scheduled Bank/Public financial Institutions as defined in the company Act. The Bank Guarantee format should have the approval of BHEL.
 - (iv) Fixed Deposit Receipt issued by Scheduled Banks/Public Financial Institutions as defined in the companies Act (FDR should be in the name of the contractor, a/c BHEL)
 - (v) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/hypothecated/pledged, as applicable, in favour of BHEL).
- (Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)**
- 4.4 The successful Bidder(s) shall within Seven (7) days of the receipt of LOI by them, shall deposit with the Finance Department of BHEL, HERP, Tarna, Varanasi a sum which together with the amount of earnest money already deposited by them along with their tender shall add up to the Security Deposit amount to be computed as specified in **clause 4.3** above.
- 4.5 The security deposit will be retained by BHEL for full term of the contract as security for due fulfilment of the contract and it shall not attract any payment of interest.
- 4.6 Without prejudice to any other rights of BHEL under provision of these document or tender or any other law for the time being in force, the security deposit and any other amount securing to the contract will be liable for forfeiture in the event of the Agency violating any of the conditions of the contract and /or to be set off against any damages or expenditure by BHEL on account of acts of omission by the Agency or his/her driver(s).

5.0 PRICE OFFER:

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

6.0 Payment:

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

7.0 Extension and termination of the contract:

- 7.1 The Contract may be extended on the same rate and terms & conditions for further period(s) by mutual written consent.
- 7.2 After award of contract, if the bidder on whom the contract is awarded fails or neglects or refuses to observe/performs any of the terms and conditions/obligations under the contract, BHEL may without prejudice to other right under the contract, terminate the contract without assigning any reason thereof and without any notice and recover from the Agency any damages suffered by it on account of the failure, neglect, refusal, violation or any part thereof including the amount by which the cost of completing the work left by any other agency shall exceed the amount under this contract.

8.0 Force Majeure:

- 8.1 "Force Majeure" means an event beyond the control of the contractor and not involving BHEL's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of BHEL either in its sovereign or contractual capacity, wars or revolution, floods, epidemics, quarantine restrictions and freight embargoes and/or other unforeseen events.
- 8.2 If a force majeure situation arises, the contractor shall promptly notify BHEL in writing of such conditions and the cause thereof. Unless otherwise directed by BHEL in writing, the contractor shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternatives means for performance not prevented by the force majeure event.

9.0 Resolution of disputes:

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

10.0 Arbitration:

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

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

11.0 Jurisdiction:

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

12.0 BHEL Fraud Prevention Policy:

The bidder along with its associate/collaborators / sub-contractors / sub vendors / Consultants /service providers (as applicable) shall strictly adhere to BHEL Fraud Prevention policy displayed on BHEL <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

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

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

- 13.1 The contractor will send the vehicle for reporting of duty first at BHEL HERP and logbook of vehicle (Time & KM reading) should be got duly signed by the authorized representative of BHEL/Security Supervisor or traveler and Driver of vehicle at the time of **opening & close of duty**.
- 13.2 **In case shift duty vehicle reports beyond 01 (One) hours at the appointed place and time, penalty @ Rs. 200.00 per hour may be levied on the contractor.**
- 13.3 In case the vehicle to be supplied by the contractor does not report at the appointed time and place, alternate arrangement for the same shall be made by BHEL at the risk and cost of the contractor.
- 13.4 Immediate alternate arrangement shall be made by the contractor in case of any breakdown vehicle(s), failing which penalty equal to one day hiring charges shall be imposed on the contractor by BHEL.
- 13.5 Punctuality/Observance of timings is very important.
- 13.6 The vehicle provided should be properly insured with Insurance agencies.
- 13.7 The Driver to be provided by the contractor shall have valid license for driving Light Motor Vehicle (LMV) provided by the contractor. He should carry a working mobile phone be well mannered and be free from any infectious disease. The driver should be in a proper uniform **(White Uniform)**, to be supplied by the contractor at his own cost, at all times of duty.
- 13.8 The contractor shall arrange to make available the police verification in respect of driving staff arranged by them, from the place of his/their permanent residence. In case it is found that that the services rendered by the hand(s) provided by the contractor is/are not satisfactory, they shall make immediate alternate arrangements.
- 13.9 The vehicles to be supplied by the contractor should have proper and valid documents and be registered as 'Taxi' with the vehicle registration authorities.
- 13.10 The vehicles(s) provided by the contractor should always be in good running condition and capable of rendering trouble free service.
- 13.11 All statutory taxes and duties shall be paid by the contractor; failing which shall be recovered from the contractor's including any penalty on payment by BHEL.
- 13.12 Night Charges is applicable for time period from 2300HRS (Night) to 0500 HRS (Morning).
- 13.13 If a vehicle is hired for only one day i.e. from 0300 Hrs. in the morning to till 2300HRS then only one night charges will be counted for payment but if same vehicle is used beyond 2300HRS on same day, then two night charges will be counted for payment.

- 13.14 If a vehicle is hired for two days i.e. from 0300 Hrs. in the morning of the first day to till 2300HRS of the second day, then two night charges will be counted for payment but if same vehicle is used beyond 2300HRS on second day then three night charges will be counted for payment.
- 13.15 BHEL reserves the right to close full or part of the contract before tenure.
- 13.16 This agreement can be terminated after serving one month's advance notice from BHEL to the Agency without assigning any reason.
- 13.17 **Payment will be made only after submission of Logbook (Time & KM reading) of Vehicle for that day should be got duly signed by the authorized representative of BHEL/Security Supervisor and Driver at the time of Starting and closing the work of that day.**
- 13.18 In case the vehicle meets with an accident while on duty, the Agency shall be responsible for taking care of all the formalities i.e. security of the vehicle, FIR, Insurance & repair etc. and all the claims arising out of it or any other consequential damages as per law. In case any amount is spent by BHEL the same shall be deducted from the dues of the Agency.
- 13.19 The Agency should be registered with the appropriate authorities, necessary proof(s) of which should be produced prior to the awarding of contract failing which the contract shall not be awarded under any circumstances.
- 13.20 Parties should be registered / bonafide having an active contact phone number (Landline and Mobile & E-mail also).
- 13.21 Any deviation with ulterior motive/manipulation of any sort during the tenancy of the contract shall be considered as a breach of contract and the same will be liable for cancellation immediately without any advance notice.
- 13.22 The charges on account of income tax, other duties and taxes etc. as far operation of this contract is concerned shall be borne by the Agency. However, reimbursement of amounts on account of payment of Service tax, as applicable, will be made to the Agency after submission of proof of payment of tax including duly incorporating the Service Tax registration number.

PRICE OFFER**(To be submitted in a separately sealed envelope)****Supply of Maruti Swift Desire, Etios, Honda City, Corolla Altis, Innova/Innova Crysta on day to day requirement basis:****Rates are exclusive of GST**

Vehicle Details 	Maruti Suzuki Dzire/ Etios	Innova/Innova Crysta	Honda City/Corolla Altis
Rate for duty of 04hours and /or 45 kms. (Rs.)	550	800	1000
Rate for duty of 08 hours and/or 90 kms. (Rs.)	1000	1350	1600
Rate for Minimum 200 K.M. per day	1450	2000	2500
Rate for Extra Hrs	90	100	50
Rate for Extra Km	8.5	12	15
Night Charges 2300HRS (Night) to 0500 HRS (Morning)	200	200	200
Discount/ Premium has to be offered on BHEL Estimated Rate		In terms of (%)	_____
Discount has to be write with "-" sign and premium has to be write with "+" sign		In terms of words	_____

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

Signature: _____

Name: _____

Address: _____

Contact Phone No(s): _____

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Annexure 'B'

NO DEVIATION CERTIFICATE

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

Sub: Quotation for "Supply of Maruti Swift Desire, Etios, Honda City, Corolla Altis, Innova/Innova Crysta on day to day requirement basis;

Ref: Tender Ref: HERP: HR: Car Hiring on Day to day basis dated 18.11.2020

Sir,

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

All the terms and conditions mentioned in the tender document **Tender Ref: HERP: HR: Car Hiring on Day to day basis dated 18.11.2020** are acceptable to the us.

Thanking you,

Yours Sincerely

Signature seal and address of the party

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Annexure 'C'

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

Sir,

Having examined the Bid Documents, the receipt of which is hereby duly acknowledged, we the undersigned, submit our offer for services for '**Supply of Maruti Suzuki Swift Dzire, Etios, Honda City, Corolla Altis, Innova/Innova Crysta etc. on day to day requirement basis**' in conformity with the said Bid documents in accordance with the schedule of prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to provide such services by **16.12.2020** as specified in the Bid document or from the actual date of awarding of contract.

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

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

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

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

Thanking you,

(Signature)
Name & Seal of the Firm

Place: _____

Date: _____