

Bharat Heavy Electricals Limited

POWER SECTOR-SOUTHERN REGION-SERVICE AFTER SALES

39, Sarojini Devi Road, Ek Tara Building, SECUNDERABAD 500 003

Ph : 040-27700565 Fax – 040-27701768, e-mail – vir@bhel.in

Ref. No. BHEL/PSSR/SAS/SCT/Vehicle/Office/T-14/2020-21/3855 Dt: 04.11.2020



TENDER

Tender No: T-14/2020-21

Dt: 04.11.2020

To

SUBMIT IN TWO PARTS

Time and Date of submission

Dtd: 24.11.2020 on/before 15:00Hrs.

Dear Sir,

Sub: Inviting Quotation for hiring of vehicle AC Swift Dzire/AC Etios/AC Indigo OR equivalent sedan vehicle on Monthly rate basis to BHEL-SAS-Secunderabad office -Reg.

We are intended to engage AC Swift Dzire/AC Etios/AC Indigo OR equivalent sedan vehicle on monthly rate basis for our office purpose. We hereby request you to submit your offer for hire of vehicle to BHEL-SAS-Secunderabad office as per following terms and conditions.

1.0 SCOPE OF WORK :

Hiring of vehicle AC Swift Dzire/AC Etios/AC Indigo OR equivalent sedan vehicle on Monthly rate basis for our official purpose to BHEL-SAS-Secunderabad office.

2.0 TENDER SUBMISSION AND OPENING :

2.1 THE QUOTATIONS ARE TO BE SUBMITTED IN TIME SO AS TO REACH THIS OFFICE ON OR **BEFORE 15.00 HRS. OF 24.11.2020**. TECHNICAL BIDS WILL BE OPENED ON DUE DATE AND TIME AT 15:30 HRS. PRICE BIDS OPENING DATE WILL BE INTIMATED. THE FIRMS MAY SEND ANY AUTHORIZED REPRESENTATIVE (with authorization letter) FOR ATTENDING THE TENDER OPENING.

Sealed Tenders, (Superscribing Tender No: Vehicle/Office/2020-21) are invited as per the following documents forming part of tender documents:

Tender signed & stamped on all pages
Documents as per Clause 8.0

Technical Bid

Price schedule -ANNEXURE – A

Price bid

- **Please note that the tenders to be submitted in two part bids i.e. the first cover shall be Technical Bid which should contain as mentioned above. These annexures to be enclosed in first cover and to be sealed which will form Technical bid.**
- **The other cover should contain only Price Bid and to be sealed. These two sealed covers i.e. Technical Bid and Price Bid to be kept in a Main Cover and to be sealed. The Main Cover should be superscribed with following details.**

Tender No / Date _____

Job Description _____

Date of Tender Opening _____

The Tender to be addressed to:

General Manager / SAS,
Bharat Heavy Electrical Ltd.,
Power Sector Southern Region,
Services After Sales,
39, Sarojini Devi Road,
SECUNDERABAD – 500 003.

2.2 Bidder has to submit their offer in hard copy.

3.0 PRICE BID:

3.1 Please submit price schedule as per **ANNEXURE-A**.

3.2 Prices quoted will be taken as the TOTAL PRICE FOR PROVIDING VEHICLE AS PER ALL THE RELEVANT DETAILS FURNISHED IN THIS TENDER. The rates must be quoted **both in figures and in words**. All corrections to be initialed. **In case of variance between figures and words, the rates advantageous to BHEL shall be taken as final for all purposes.**

3.3 The rates offered shall be firm inclusive of everything and no variation will be allowed whether in cost of labour or any other factor affecting the price of the contract.

3.4 BHEL does not bind itself to accept the lowest tender. BHEL reserves the right to accept or reject the lowest or any other tender without assigning any reason and the work may be allotted to one or more than one contractors.

3.5 Incomplete price bid is liable to be rejected.

4.0 TERMS OF PAYMENT:

4.1 Bills shall be submitted once in a month before every 10th of the month. The bills submitted later than 10th of the month will be paid in next consecutive month only.

4.2 100% payment shall be made on monthly basis on submission of bills (in triplicate) along with trip sheets duly signed by BHEL officials.

- 4.3** GST shall be payable on submission of proof for GST remittance as per clause 13.2.
- 4.4** Payments will be made only through National Electronic Fund Transfer (NEFT) only.
- 5.0 BILLS SUBMISSION:**
The bills are to be submitted through BHEL/HR In-Charge addressed to
“General Manager / SAS,
Bharat Heavy Electrical Ltd.,
Power Sector Services After Sales,
39, Sarojini Devi Road, SECUNDERABAD – 500 003.
GST Number: 36AAACB4146P1ZG
- 6.0 OFFER VALIDITY:-**
- 6.1** Offer shall be valid for a period of 3 months from the date of opening of tender.
- 7.0 CONTRACT PERIOD:**
- 7.1** This rate contract will be valid for a period of **ONE YEAR** from the date of deployment of vehicle.
- 7.2** If services are found satisfactory the contract may be extended further. If the services are not found satisfactory, order can be terminated anytime by giving 15 days advance intimation.
- 8.0 QUALIFICATION CRITERIA:**
- 8.1** Vehicle should be of year 2017 make and above only.
- 8.2** Bidder should submit the following documents along with the technical bid.
- 8.2.1 Vehicle registration certificate.
- 8.2.2 Valid insurance certificate.
- 8.2.3 Experience proof of successfully completed similar works during last three years such as Work Order/Purchase Order indicating value of work along with certificate of satisfactory services from the Agencies/ Companies/ Establishments to whom similar services were provided should be enclosed. If the Bidders have provided/providing services to BHEL Units, their performance during the contract will be taken into account while evaluating their technical capability. (Similar work means supply of taxis on Hourly/Daily/Monthly hire basis).
- 8.2.4 PAN card.
- 8.2.5 GST registration certificate / application reference number (if any specific exemption is available, a declaration with due supporting documents).
- 8.2.6 Certificate for no deviation (As per enclosed format in Tender).
- 8.2.7 NEFT mandate (As per enclosed format in Tender).

All above documents as applicable shall be signed and stamped.

9.0 EVALUATION CRITERIA FOR PRICE BID:

- i) The contract rate for hiring AC Taxi (Swift Dzire/Etios/Indigo or equivalent Sedan) will be governed as per quoted contract rate given in **Annexure-A**.
- ii) The evaluation of tender shall be done based on cost to company. The cost to company shall be ascertained by increasing the Value (Excluding taxes and duties) quoted by the bidder with the GST amount.
- iii) If the GST payable by BHEL under reverse charge then same shall be added to the quoted price to arrive at the cost to company.
- iv) In case it is found that there are more than one L1 bidders, the selection of final L1 bidder (to whom contract shall be awarded) shall be made as per the Lottery System in front of qualified bidders/representatives present after price bid opening.

10.0 TERMS & CONDITIONS:

- i) Monthly **02 days** off will be given for vehicle maintenance (either 2nd Saturday or Last Saturday and one Sunday in a month).
- ii) The vehicle should be registered as tourist car and fully insured including passengers and goods.
- iii) The drivers should be in good turnout and in uniform with a badge displaying Travel Agency Name and Driver's name legibly.
- iv) Thorough background check of the driver including police verification should be done by service provider before engaging them for BHEL duty.
- v) The driver deployed for BHEL must be fully knowledgeable about defensive driving.
- vi) The drivers should know the following ethics:-
 - a) The driver should allow the passengers to get inside the car and later only he should enter into the car.
 - b) The driver himself should open and close the doors for all passenger/customer while getting into and getting out of the car.
- vii) The vehicle hired must have registration certificate, insurance certificate and pollution certificate and any other statutory requirements as per Government / RTO rule. Photocopy of the same shall be submitted as and when demanded.
- viii) BHEL reserve its right to refuse to engage any vehicle even after arrival, if the driver and the vehicle do not confirm to any of the regulation of MV Act /and TGMV rules.
- ix) The transport contractor should obtain at his own cost all road permits, license etc. for running his cars as taxi without break in journey or any type of difficulty.

- x) Any mishap (i.e. Fire or Accident, etc.) occurs in route is the complete responsibility of the transport contractor.
- xi) In case of breakdown or non-availability of regular vehicle, an alternate vehicle with all valid documents shall be arranged by the Transport contractor.
- xii) The vehicle should be provided with following additional emergency accessories. A) Fan Belt, b) Stepony, c) Standard tools, d) Spare Bulbs, e) Fuses etc.
- xiii) The company and Transport contractor are entitled to cancel the contract by giving 15 days advance notice either side.
- xiv) In case of working on off day, prorated payment for off day vehicle used shall be Rate per month / 30 or 31 Days
- xv) In case of termination, prorated payment for the period vehicle used shall be (No. of days vehicle used X Rate per month) / 30 or 31 Days.
- xvi) The company shall have the right to recover from the contractor any extra expenditure incurred due to late reporting or breakdowns or any other types of inconvenience caused to the passengers/customers/company.
- xvii) Penalty for being absent per day shall be (1.5 X Rate per month) / 30 or 31 days.
- xviii) A penalty of Rs. 500/- per day will be levied and deducted from the running bills without any prior intimation, in case :-
 - a) If the driver is not following any of the Motor Vehicles Safety rules.
 - b) If the driver is not carrying the BHEL Placards with the vehicles for display at Airports, Railway station and Hotels etc. as per the instruction of the Authorities.
- xix) In case of breach of any or whole of the terms and conditions by the Transport contractor, M/S BHEL SAS will have the liberty to cancel the contract either in part or in full and entrust in part or in full the work to any other Transport Contractors and the contractor shall be liable to pay the extra cost involved in the execution of cancelled part of the contract.

11.0 OTHER TERMS AND CONDITIONS:

- i) On total bill GST shall be paid on submission of proof.
- ii) BHEL shall allow reimbursement of 5 Km or actual distance travelled, whichever is less in each way for reporting to duty from garage and place of release to duty to garage.
- iii) Parking, toll tax etc. to be paid by the agency and same will be reimbursed at actual along with monthly bill on production of bills.
- iv) In case of Government increases / decreases the petroleum product rates, it will be considered accordingly. One bill should be enclosed for reimbursement.

- v) In case of out station trip drivers should be in position to stay out for 4 to 5 days, daily expenses for drivers to be borne by the agency.

12.0 CONTRACTUAL AND LEGAL OBLIGATIONS OF THE CONTRACTOR:

12.1 GENERAL

BHEL has the privity of the contract with the contractor only and will give instructions to the contractor or his authorized representatives. BHEL will have nothing to do or be concerned with the employment of employees working for the contractor. The relationship between BHEL and the contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or an employer-employee relationship.

12.2 DUTIES AND RESPONSIBILITIES

- 12.2.1 Contractor has to ensure that the taxi drivers are physically and mentally fit and do not have any criminal record. Driver should possess valid driving license and experience. The driver should be able to communicate in Telugu, Hindi & English. The driver of taxi for should have good road knowledge of Hyderabad/Secunderabad and surrounding areas and southern states.
- 12.2.2 The drivers shall be provided with mobile phone for communication and shall be in uniform. They should carry sufficient money for Parking, Toll Fees, Fuel wherever required. Cash should never be demanded from the guest any cost.
- 12.2.3 The driver should be sent for periodical medical checkup i.e., at least once in a year for general health check-up, eye check-up & audiometric test by the contractor to rule out possibilities of loss of vision, hearing etc., and furnish proof of the same.
- 12.2.4 The contractor should ensure to engage the vehicles, with only such drivers who have minimum 2 years experience in driving similar vehicles with valid driving license. The contractor should also instruct and ensure that the drivers follow the following good practices.
- a) Follow all Traffic Rules & Regulations and ensure safe & efficient driving
 - b) To keep the vehicle neat and clean always.
 - c) Report for duty atleast 15 minutes before at the appointed time and place.
 - d) Allow the passengers to get inside the vehicle, secure the doors properly and only then Driver should enter into car.
 - e) To open and close doors for all passengers/customers while boarding and alighting the vehicle.
 - f) Strictly not to smoke / be drunk while on duty.

- g) Strictly not to use mobile phone while driving the vehicle.
- h) Not to indulge in rash & negligent driving.

12.3 STATUTORY LIABILITY

- 12.3.1 The taxis should have compliance with all the provisions of Motor Vehicle Act, **1988** and Rules framed there under as in force from time to time, and fit to hire.
- 12.3.2 The liability for any compensation on account of injury sustained by a taxi driver/ employee of the contractor will exclusively be that of the contractor.
- 12.3.3 Route permit / National permit / Clearance from RTO or any other authority concerned and compliance of any other legal formalities connected with the contract have to be arranged by the contractor at his cost. BHEL doesn't take responsibility in this regard.
- 12.3.4 The contractor will ensure that vehicle deployed under this contract agreement, is covered by respective comprehensive insurance policies. Under no circumstance shall BHEL be liable to compensate for any loss or damage that may be caused to /by the vehicles while engaged in discharging of the contractor's obligations under this contract.
- 12.3.5 The contractor shall at his own expenses reinstate and make good to the satisfaction of BHEL management and pay compensation for any injury to any person, loss or damage occurred to any property or rights whatever including property and rights of BHEL or its agents or employee of BHEL, the injury loss or damage arising out of or in connection with or during the execution or performed execution of the contract and further the contractor shall indemnify the BHEL against all claims enforceable against BHEL or any agent, servant or employee of BHEL in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or any other labour legislations or laws/regulation/rules and notification as may be applicable.
- 12.3.6 Compliance to all statutory requirements under various Acts, rules, regulations, notifications in relation to employment of driver will be the responsibility of the contractor.

13.0 TAXES AND DUTIES

13.1 All taxes and duty other than GST & Cess

The successful bidder shall pay all (save the specific exclusions as enumerated in this contract) taxes, fees, license charges, deposits, duties, tolls, royalty, commissions, Stamp Duties, or other charges / levies, which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract.

In case BHEL is forced to pay any of such taxes, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit.

13.2 Goods and service Tax (GST) & Cess

The bidder to specify in their offer the category of registration under GST i.e. Registered dealer, Unregistered and composite dealer and also the applicability of RCM.

Successful bidder has to submit proof like earlier GST Returns / invoice copy and a declaration on “Applicability of RCM” or “Non Applicability of RCM”.

13.2.1 For Successful GST Unregistered bidder

- i) Successful bidder is required to furnish a Self-declaration that registration under GST is not required or not applicable as per the provisions of GST Law.
- ii) In case successful bidder subsequently gets himself registered under GST law on post award of contract, the same need to be intimated and all the clauses applicable for Registered bidder need to be followed and the price quoted by the bidder in Basic price (Excluding GST) during the tender stage shall be treated as price excluding taxes.
- iii) In case RCM is applicable for the contract, BHEL shall discharge the same as per the RCM provisions of the GST Act. In such case no reimbursement of GST shall be made to the bidder.
- iv) In case BHEL has to incur any liability (like interest / penalty etc.) due to non-compliance or due to non/delayed receipt of invoice, or any other reasons not attributable to BHEL, same shall be recoverable from the contractor.
- v) TDS under GST (if/ as & when applicable) shall be deducted at prevailing rates on gross invoice value from the running bills.

13.2.2 For Successful GST registered bidder

- i) The successful bidder GST shall furnish proof of GST registration under GST Law covering the supply of services under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by the successful bidder on BHEL for this project/ work.
- ii) Contractor's price/rates shall be exclusive of GST & Compensation Cess (if applicable) (herein after termed as GST).
- iii) However, Seller / Contractor require to specify the applicable GST in the offer and require to ensure that GST mentioned, is as per the existing tariff on the date of the offer and all benefits as per existing laws have been considered. In general, GST shall be paid at actuals

- against Tax Invoice but restricted to the amount and percentage in the order/contract.
- iv) It is the responsibility of the seller/ Contractor to issue the Tax Invoice strictly as per the format prescribed under the GST laws and comply to the timelines for issue of the same. Invoices shall be submitted on time to the concerned BHEL Engineer In Charge. Vendor to indicate the proper GSTN registration / HSN /SAC code in their TAX Invoice.
 - v) Bidder shall note that the GST Tax Invoice complying with GST Invoice Rules wherein the 'Bill To' details as per Clause 5.0.
 - vi) An amount equivalent to the GST charged in the tax invoice/debit note/revised tax invoice by the bidder shall be kept on hold towards Statutory Compliance and released separately to the bidder only after contractor files the outward supply details in the GSTR-1 on the GSTN portal and input tax credit of such invoice is matched with corresponding details of outward supply of the bidder and has paid the GST at the time of filing the monthly return.
 - vii) In case BHEL has to incur any liability (like interest etc.) due to Statutory noncompliance or denial/reversal of input tax credit in respect of the invoice submitted by the successful bidder, for the reasons attributable to the successful bidder, the same shall be recovered from the successful bidder.
 - viii) TDS under GST if applicable shall be deducted at prevailing rates on gross invoice value from the running bills.
 - ix) In Case RCM is applicable for the contract, BHEL shall discharge the same as per the RCM provisions of the GST Act. In such case no reimbursement of GST shall be made to the bidder.

13.3 Statutory Variations

Statutory variations are applicable under the GST Acts, against production of proof. The changes implemented by the Central / State Government during the tenure of the contract viz. increase / decrease in the rate of taxes, applicability, etc. and its impact on upward revision / downward revision are to be suitably paid/ adjusted from the date of respective variation. The bidder shall give the benefit of downward revision in favour of BHEL. No other variations shall be allowed during the tenure of the contract.

13.4 Modalities of Tax Incidence on BHEL

Where GST law permits more than one option or methodology for discharging liability of tax/ levy/ duty; the contractor shall approach BHEL before choosing any option to discharge his tax liability.

13.5 Direct Tax

BHEL shall not be liable towards Income Tax of whatever nature including variations thereof arising out of this contract as well as tax liability of the bidder and their personnel. Deduction of tax at source at the prevailing rates shall be effected by BHEL before release of payment as a statutory obligation, unless exemption certificate is produced by the bidder. TDS certificate will be issued by BHEL as per the provisions of Income Tax Act.

14 Suspension of business dealings

“BHEL reserves the right to take action against contractors who either fail to perform or Tenderers/Contractor who indulge in malpractices, by suspending business dealings with them in line with BHEL guidelines issued from time to time”.

15 *BHEL reserves the right to accept or reject any or all Offers without assigning any reasons thereof. BHEL also reserves the right to cancel the Tender wholly or partly without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter.*

Thanking you,

For and on behalf of BHEL

Sd/-

(Virendra Kumar)
Sr. DGM/CML & SCT

CERTIFICATE FOR NO DEVIATION

I, _____ of
M/s. _____ hereby certify that
there is no deviation from the Tender conditions either technical or
commercial and I am agreeing to all the terms and conditions mentioned
in the Tender Specification.

SIGNATURE OF THE BIDDER

VENDOR LETTER HEAD

Dear Sirs,

Sub: Requirement of information for E-Payment.

FORMAT**DETAILS OF CONTRACTOR FOR E-REMITTANCE OF PAYMENT BY BHEL/SAS**

1. Name & Address of the Contractor :
2. PAN :
3. Bank Account No :
4. Type of A/c (CC/Current) :
5. Name of Bank :
6. Name of Branch :
7. Branch Code :
8. Banker's Address(Branch) :
9. MICR No. of the Branch :
10. IFSC Code of the Branch :

Signature with Seal of Vendor

Signature with Seal of Banker

ANNEXURE-A**PRICE BID****MONTHLY RATE CONTRACT OF AC SWIFT DZIRE/AC ETIOS/AC INDIGO
OR EQUIVALENT SEDAN CAR:**

Note: Agencies are strictly instructed to not to alter any terms and conditions else quote will not be considered.

Tender No: T-14/2020-21 Dt: 04.11.2020

Time & Date of submission : Before 15.00 Hrs. on 24.11.2020.

	AC Swift Dzire/AC Etios/AC Indigo or Equivalent Sedan Vehicle (excluding GST)	Applicable GST Rate	GST Amount	RCM applicability (proof to be given like earlier GST Returns / invoice copy and a declaration)	Vendor Type (Registered/ Composition dealer/Unregistered)
Rate Per Month (30/31 Days) (Rs.)	In words:				

Hours Per Day	12 Hrs. (Max)
Extra Hours beyond 12 Hrs.	Rs.90/- per Hour
Diesel/ Engine Oil Charges shall be paid at actual rate on production of original bills.	Diesel -1 Liter/ 14 Kms Engine Oil – 1 Liter / 500Kms.
Night halt during out station trip	Rs. 200/-

Since vehicle will be used by senior officials there may be frequent trips to Airport during early morning and late night hours this may be taken care at your end.

1. The evaluation of tender shall be done based on cost to company. The cost to company shall be ascertained by increasing the Value (Excluding taxes and duties) quoted by the bidder with the GST amount.

2. If the GST payable by BHEL under reverse charge then same shall be added to the quoted price to arrive at the Cost to company.

SIGNATURE OF THE TENDERER