



NOTICE INVITING TENDER

Tender Enquiry No.: TE 512

Date: 02.12.2020

BHEL-FSIP, Jagdishpur invites bid in **two part bid system (Part-I; Part II)** for following work in line with the tender document.

- Description of work:** Hiring of Car (Maruti swift Desire) for service for HOU official work at BHEL FSIP Jagdishpur.
- Scope of Work:** As per STC Clause 1
- Duration of Contract:** As per STC Clause 3
- Cost of tender Document:** Rs. 1180/- (Inclusive of GST @ 18%)
- EMD Amount:** Rs. 25313/-
- Due Date and Time for Submission of Bid:** 08.12.2020 (02:59 PM)
- Due Date and Time for Opening of Techno-Commercial Bid:** 08.12.2020 (03:00 PM)
- BHEL** reserve the right to accept or reject any of the bid/all bids or cancel/withdraw the invitation for bid without assigning any reason whatsoever and in such case no bidder/intending bidders shall have any claim arising out of such action by BHEL.
- BHEL** can accept/reject any or all tenders fully or partly, reduce/increase quantum of work without assigning any reasons thereof.
- Mode of Submission of offer:** Being e-tender, offer will be submitted online through e-tender portal: <https://bhel.abcprocure.com>. Offer to be submitted only on e-procurement portal. Hard copy of offer is not required to be submitted to BHEL-FSIP. **Any offer received in Hard copy shall not be accepted and straightway rejected by BHEL-FSIP**

Enclosures to Tender Enquiry:

- Section-I: General Terms and Conditions**
- Section-II: Special Terms and Conditions**

Note:

- The contractors may personally visit the work place to understand the scope of work before submitting their bids.
- For relevant details please visit our website www.bhel.com and <https://bhel.abcprocure.com>. All subsequent corrigendum/amendment shall be published only on website. Hence, bidders are advised to always be in touch with our said website until the tender is finally opened.

Fabrication, Stamping & Insulator Plant, Jagdishpur Industrial Area, Distt. Amethi (UP) 227
817, INDIA

Tel.: + 91 5361 224154; FAX: 27 0057; web site: www.bhel.com,
Registered & Corporate Office: 'BHEL House', Siri Fort, New Delhi 110 049



SECTION-I
GENERAL TERMS AND CONDITIONS

1. DEFINITIONS:

The following terms and expressions shall have the meaning hereby assigned to them, except where the context otherwise requires:

- 1.1 'BHEL' shall mean Bharat Heavy Electricals Limited, a Company registered under the Indian Companies Act, 1956 with its Registered Office at BHEL House, Siri Fort, New Delhi, Pin-110049 through its office at FSIP-Jagdishpur or its authorized Officers or its Engineers or other employees authorized to deal with any matters with which these persons are concerned on its behalf.
- 1.2 'CONTRACTOR' or 'FIRM' shall mean the individual, firm or Company who is enlisted with BHEL for providing the services and shall include their executors, administrators, successors and permitted assigns.
- 1.3 'CONTRACT' or 'CONTRACT DOCUMENT' shall mean and include guidelines and declarations of the registration, the General Terms & Conditions and Statutory Compliances, schedules of quantities, accepted appendices of rates, if any, technical specifications, special specifications, if any, Letter of Intent, agreement & the work order, issued by BHEL. Any conditions or terms stipulated by the bidder in the tender documents or subsequent letters shall not form part of the contract unless specifically accepted in writing by BHEL and incorporated in the work order.
- 1.4 'TENDER DOCUMENTS' shall mean Instruction to Tenderers, General Terms & Conditions, Special Terms & Conditions, Tender Specifications including drawings and all other documents issued to the bidder against invitation of bid.
- 1.5 'LETTER OF INTENT' shall mean the intimation by a letter / email / fax to the bidder that the tender has been accepted in accordance with provision contained in that letter. The responsibility of the contractor commences from the date of issue of this letter and all the terms and conditions of contract are applicable from this date.
- 1.6 'APPROVED, DIRECTED or INSTRUCTED' shall mean approved, directed or instructed by BHEL Shop Engineer / Shop- in-charge/ Concerned authorities.
- 1.7 'WORK' or 'CONTRACT WORK' shall mean and include the work to be done in relevant work category by the firm or as specified in the Tender documents.

2. MODE OF COMMUNICATIONS:

Generally, all communications, references etc. shall be delivered through Letter/Fax/ E-Mail or given to the authorized supervisor. It will be undertaken that the contractor has read and understood the message, within three days of the delivery, even if they have not received / not opened/ having technical problems on their side. Contractor shall communicate their change of authorized supervisor, email address in advance.

3. SECURITIES:

3.1 EARNEST MONEY DEPOSIT (EMD):



3.1.1 EMD is to be paid by bidder for securing fulfilment of any obligations in terms of the NIT. Offer should be accompanied with Earnest Money as specified in NIT through The EMD may be accepted only in the following forms:

- a. Electronic Fund Transfer credited in BHEL account (before tender opening). EFT shall be made in Bank Account No.: 10405292240 of SBI, IGFC branch, I A Jagdishpur, IFSC No. SBIN0009072. Receipt of EFT Transfer from bank shall be enclosed with technical offer.
- b. Fixed Deposit Receipt (FDR) 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)
- c. In addition to above, the EMD amount in excess of Rs Two Lakh may also be accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for at least six months.
- d. The EMD shall not carry any interest.

3.1.2 In case of unsuccessful bidder, the EMD will be refunded after finalization of the tender.

3.1.3 BHEL reserves the right of forfeiture of EMD, in case the successful bidder who:

- a. After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
- b. The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.

3.2 SECURITY DEPOSIT (SD):

3.2.1 Security Deposit means the security provided by the Contractor towards fulfilment of any obligations in terms of the provisions of the contract.

3.2.2 The total amount of Security Deposit will be 5% of the contract value. EMD of the successful bidder shall be converted and adjusted towards the required amount of Security Deposit.

3.2.3 The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:

- a) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL (payable at Ind. Area Jagdishpur). EFT shall be made in Bank Account No.: 10405292240 of SBI, IGFC branch, I A Jagdishpur., IFSC No. SBIN0009072. Receipt of EFT Transfer from bank shall be submitted to BHEL.
- b) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval 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.)

3.2.3 At least 50% of the required Security Deposit, including the EMD, should be deposited before start of the work. Balance of the Security Deposit can be collected by



deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.

- 3.2.4 If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.
- 3.2.5 The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of the authority competent to award the work.
- 3.2.6 Security Deposit shall be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract.
- 3.2.7 The Security Deposit shall not carry any interest.

4. SUBMISSION OF OFFER / TENDER:

- 4.1. The bid is invited in either two part or single part as specified in NIT.
- 4.2 All papers/documents should be ink signed and rubber stamped by the bidder.
- 4.3 The bidder shall quote the rates in English Language using international numerals. These rates shall be entered in figures as well as in words. For the purpose of the tender, the metric system of units shall be used.
- 4.4 All entries in the tender shall either be typed or be written in ink. Overwriting or cutting is not acceptable.
- 4.5 The tender shall be submitted on or before the time & date specified in NIT as specified in NIT.
- 4.6 Tenders shall be opened by authorized officers of BHEL at the above mentioned address at the time and date specified in the NIT in the presence of such of those bidders or their authorized representative who may like to be present.
- 4.7 The offers should be strictly in accordance with the tender specifications & General Instructions to the bidder. Should the bidder require any clarification on the tender specification, or is interested in offering any deviation from the tender specification, he shall contact the authority inviting the tender for clarification before submission of the tender. No deviation w.r.t. terms & conditions of the tender are acceptable.
- 4.8 If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document.
- 4.9 Before tendering, the bidder is advised to inspect the site of work and the environments and be acquainted with the actual working and other prevalent



conditions, facilities available etc. No claim will be entertained later on grounds of lack of knowledge.

- 4.10 Validity of Offers: The offer should be valid at least for a period of **90 days** from the date of opening of tender. In case Bharat Heavy Electricals Limited (BHEL) calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer, which shall be binding, on the bidder. All expenses for attending such negotiations are to be borne by the bidder.
- 4.11 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 to reject any or all the tenders.
- 4.12 Conditional and unsigned tenders, tenders containing absurd or unworkable rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions, specifications, etc., are liable to be rejected.
- 4.13 If the bidder 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 moneys due.
- 4.14 Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the Bidder who resorts to canvassing are liable to be rejected.
- 4.15 BHEL reserve the right to accept or reject any of the bid/all bids or cancel/withdraw the invitation for bid without assigning any reason whatsoever and in such case no bidder/intending bidders shall have any claim arising out of such action by BHEL.
- 4.16 BHEL can accept/reject any or all tenders fully or partly, reduce/increase quantum of work without assigning any reasons thereof.

5. SIGNING OF TENDER DOCUMENTS

The tenderer shall furnish following, duly enclosing documents relating thereto for the person who signs the tender documents:

- a) Authorized signatory shall be the person holding 'power of attorney' on behalf of the firm/company/bidder-concerned authorized/empowered to act on behalf for the specific purpose.
- b) Power of Attorney: An attested copy of the Power of Attorney, in case an individual other than the sole proprietor signs the tender shall be submitted along with the tenders.
- c) Sole Proprietor-ship Firm: Undertaking on oath (Rs. 100 stamp paper) that Proprietor is solely responsible for all rights and liabilities while working under the name and style of Sole Proprietorship firm namely (_____)
- d) In case of Partnership Firms: The names of all the partners and their address. A copy of the partnership deed duly certified by the Notary Public/ Deed registered at the office



of Registrar of Firms shall be enclosed. The tender must be signed by all the partners of the firm or by the managing partner who has power to do.

- e) Company: Certified copy Memorandum of Association, Article of Association and Incorporation Certificate.
- f) Society: Registration certificate issued by Registrar of societies.

BHEL will not be bound by any other power of attorney granted or the change in composition of the firm made after the execution of the contract agreement. They may, however, recognize such power of attorney or change in status only after legal advice.

6.0 EVALUATION OF OFFERS

- 6.1 BHEL Reserve the rights to evaluate the bid as per BHEL policy norms and Govt. guidelines. The decision of BHEL for evaluation of bids shall be final and binding to bidder.
- 6.2 The bidder shall submit complete price of the package. Total price of the package (Price Schedule) shall be compared for purpose of arriving at L1.
- 6.3 Any discount/revised offer submitted by a bidder on its own shall be accepted provided it is received on or before the due date and time of offer submission (i.e. part-1 bid). The discount shall be applied on pro rata basis to all items unless specified otherwise by the bidder.
- 6.4 Unsolicited discounts/ revised offers given after Part-I bid opening shall not be accepted.
- 6.5 Evaluation of the offer will be strictly based on the information submitted by the bidder. In view of this the bidder is requested to go through tender document carefully and furnish all details clearly. Missing information may not be asked by BHEL.
- 6.6 In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders. In case more than one bidder happens to occupy L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss / draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s). Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.
- 6.7 BHEL reserve the right to split the work in two or more bidders, if required. If not specified, total work in full shall be ordered on a single party i.e. L-1 bidder.
- 6.8 BHEL reserves its right to negotiate with the Bidder and/ or go for Reverse Auction (RA).

7.0 FINALISATION OF TENDER:

Reverse Auction will not be conducted and Tender will be finalized through normal price bid opening route.

8.0 CONTRACT AGREEMENT

The successful bidder (Contractor) has to make an agreement with BHEL in the format prescribed by BHEL on Rs. 100/- Non-Judicial Stamp Paper at his own cost.

9.0 TERMS OF PAYMENT:



- 9.1 Payment shall be made, on the Nos. of Measurement units, successfully executed, by the Contractor. The contractor shall submit their clear & legible bills (in Duplicate) on Monthly basis, duly verified by concerned BHEL staff. Each bill must be enclosed with work/ activity completion report duly signed by contractor & and BHEL representative (s).
- 9.2 All payments shall be released through electronic-pay mode only.
- 9.3 BHEL shall be releasing payments against the work order after deduction of income tax at source (TDS) as per requirement of income tax rules as well as TDS under GST and BHEL will issue appropriate certificates in this regard.
- 9.4 GST, if applicable, shall be paid, as per Govt. rules, to the contractor against running actual, on documentary evidence. The GST shall be paid extra and over the quoted rate.
- 9.5 All the terms & conditions of the contract with respect to Taxes & Duties are subject to the new taxation laws introduced from time to time (e.g., GST). The terms & conditions will be modified in accordance with the provisions of new laws (e.g., GST). The payment of Tax will be released subject to furnishing details of outward supplies of materials/services to BHEL in the Return. Also, ensure that the existing contracts, which spill over, to the date of implementation of new GST laws are modified accordingly.
- 9.6 The GST Credit entry maintained by GSTN to the BHEL Accounts on 'GSTN Common Server' must be ensured by the contractor. In absence of the same or any loss of GST Credit due to the fault contractor, shall be recovered/not payable to the contractor.
- 9.7 No interest shall be payable by BHEL on Earnest Money, Security Deposit or on any money due to the firm by BHEL.
- 9.8 Firm shall arrange his own finance for smooth execution of contract, wages payment, other statutory payments to his employees and all other agreed conditions.
- 9.9 Normally, payment shall be made within 45 days of receipt of clear and accepted bill at BHEL's execution department.
- 9.10 Clarifications from the contractors on bills will be intimated in one go within 07 days of receipt of clear bills, generally. Further, contractors are also required to submit the clarification in one go by next 07 days of receipt of clarification letter from BHEL.

10.0 **PENALTY :**

For delays beyond the specified schedule given in tender document, if attributable to contractor, penalty shall be applicable as per terms given in NIT. Cost of rejection/rework, as appropriate shall be recovered from contractor as compensation for defective job done.

11.0 **SAFETY AND OCCUPATIONAL HEALTH:**

The contractor has to assume full responsibility of the safety of the vehicles/ equipments, crew and to comply with the security/ safety regulations of BHEL and Government, as applicable, inside the BHEL factory. The contractor is required to keep and maintain first aid box at work place at his own cost.



12.0 FORCE MAJEURE:

Notwithstanding anything contained in this Contract, neither the Contractor and nor the BHEL shall be held responsible for total or partial non execution of any of the contractual obligations, should the obligation be made impossible due to concurrence of a Force Majeure which will include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotion's, insurgency, sabotage, act of public enemy, acts of god, epidemics and act of Govt. over which the contractor or BHEL has no control.

13.0 ARBITRATION:

All disputes arising in connection with the contract shall be settled by mutual consultation. If no agreement is reached, the dispute shall be settled in accordance with Arbitration and conciliation Act, 1996 and the rules made there under. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of Unit- FSIP, Jagdishpur. The award of the arbitrator shall be final and binding on both the parties. The venue of the arbitration shall be at Amethi (U.P.). The award to be given by the Arbitration shall be a speaking award. All questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of Sultanpur (U.P.), court.

14.0 JURISDICTION:

The contract shall be governed, by the law for the time being in force, in the Republic of India. Any matter of dispute arising out of or in connection with this contract shall be under jurisdiction of Sultanpur (U.P.), court only.

15.0 RIGHTS OF BHEL :

BHEL reserves to itself, the following rights without entitling the Contractor to any compensation. Resorting to any, some, all of the actions like Contract termination, recovering the dues/ losses from the Security Deposit and the contract amount, forfeiting the Security Deposit, getting the work done through other agencies at the cost of the contractor, cancellation of registration, banning the business with BHEL etc., in any event of the followings:

- a) Contractor's repeated poor performance, withdrawal from or abandonment of the work, except in force majeure conditions.
- b) Serious lapse in performance, Persistence disregard of the BHEL instructions.
- c) Insolvency of the contractor.
- d) Assignment, transfer, subletting of the contract work.
- e) Non-fulfilment of any contractual obligations or obligations under the law.

16.0 RISK AND COST:

If the Contractor fails to perform/execute the work within time or fail to perform as per the specification prescribed in tender or acted in violation to prescribed terms and conditions, BHEL shall be entitled to terminate the Contract and take recourse to alternate source to get the work done at the risk and cost of the Contractor. In such case Contractor shall make good the loss to BHEL. BHEL shall be entitled to recover the difference in cost, if any



incurred by BHEL due to getting the work done from alternate source. However, in such case Contractor shall not be entitled for any gain.

17.0 **TERMINATION**

This contract may be terminated at any time without paying any compensation whatsoever to the Contractor in case of misbehaviour, disobedience, dishonesty, clandestine insolvency, any court order or any other related activities on their part or their failure to fulfil the terms and conditions of this contract or agreement.

BHEL reserves the right to terminate contract awarded for any contravention of statutory provision or any other reasons without assigning any explanation or notice to the contractor.

18.0 **EXTENSION**

The contract may be extended as per BHEL's policy on mutual agreement of BHEL and the contractor.

19.0 **PREFERENCES FOR MSMEs:**

Following preferences/benefits shall be given to MSEs in line with Public procurement policy for Micro and Small Enterprises (MSEs), 2012:

- The tender documents shall be issued free of cost to MSEs.
- MSEs are exempted from payment of Earnest Money Deposit (EMD).
- In tender, Micro and Small Enterprises quoting within the price band of L1+15% shall be allowed to supply the requirement of at least 25 % of the tender quantity subject to condition that such Enterprises bring down their price to L1 price where L1 price is from other than a Micro and Small Enterprise. If L1 offer is from a Micro / Small Enterprise, this provision will not be applicable. In case more than one Micro and Small Enterprise is there within this span, the supply shall be shared proportionate to the tender quantity.

Note: Special provision for Micro and small enterprises owned by SC or ST: -

Sub target of 25% (i.e. 6.25 % out of 25%) would be earmarked for procurement from Micro and Small Enterprises owned by the Scheduled Caste or Scheduled Tribe Entrepreneurs provided that in event of failure of such Micro and Small Enterprises to participate in the tender process or meet the tender requirements and the L1 price, the 6.25 % sub-target for procurement ear-marked MSE owned by Scheduled Caste or Scheduled Tribe Entrepreneurs shall be met from other MSE Enterprises/s.

Note: Special provision for Micro and small enterprises owned by women: -

Minimum of 3 % reservation for women owned MSEs within 25% reservation.

MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either 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 at Annexure -D where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial



year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents is not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer.

In case of any change in the MSE status of the Bidder, it shall be the responsibility of the Bidder to notify the change as a part of the Bid document. If at a later date it comes to the knowledge of BHEL, that the change in the status has not been intimated by the Bidder and the order is obtained under the premise of an MSE then BHEL would cancel the pending order against this tender and take necessary steps for suspension of the business dealing with the Bidder as per the procurement policy of BHEL.

- d. All other applicable benefits, if any shall be given to MSE bidders as per guidelines of GOI issued time to time.

20.0 PROHIBITION ON INFLUENCING AND INTERFERING ON BEHALF OF CONTRACTOR:

The Contractor shall neither try to influence, chase or interfere into the working of BHEL officials nor engage BHEL employee or any other third person for the same. In case such incident does occur, it may lead to disqualification/debarring from the contract. Any contractor shall be debarred from consideration if any of his relations is working in the product/functional group in which the contract is being issued. Before issuing tender form to any contractor for limited tender enquiry a confirmation has to be given by contractor that none of his relations are working in that product/functional group."

21.0 GENERAL GUIDELINES TO CONTRACTOR:

- 21.1 BHEL shall have the privity of the contract with the contractor only and will give instructions to the contractor or his authorized representative. 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.
- 21.2 The contractor shall maintain regular contact with the designated employee(s) of BHEL and will interact on matters relating to the work awarded under this contract.
- 21.3 The Contractor shall compensate BHEL for any loss or damage to the plant/property, material of BHEL due to his workmen/representatives' negligence or otherwise during execution of work.
- 21.4 The contractor shall be responsible for all acts and omissions of their staff and liabilities arising out of the acts and omissions of such staff shall be borne by the contractor, BHEL shall in no way be responsible for any such acts, omissions or any liabilities arising there from.
- 21.5 If any accident/injury/loss/ occurs due to the operation of any equipments, to any other persons/public and the properties of BHEL/client/other agencies/third party, the



- contractor shall have to pay necessary compensation and other expense, so decided by the appropriate authorities/victims.
- 21.6 Only the authorized staff attached to the contracted work or representative nominated by the contractor shall be allowed entry inside the company's or any other premises during the period of contract.
- 21.7 The persons employed by the Contractor in respect of work will treated as the authorized representative(s) and shall also be held responsible along with the contractors, for any breach of the terms and conditions as provided in this contract.
- 21.8 If BHEL Executive feels that the persons deployed on job are not having required skill to perform the job, the contractor will have to replace those persons by adequately trained staff.

22.0 BHEL FRAUD PREVENTION POLICY:

The Bidder along with its associate/ collaborators/ sub-contractor / sub vendors /consultants /services providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website 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.

23.0 DEALING WITH BANNED SUPPLIERS/CONTRACTORS IN BHEL:

The offers of the bidders who are on the banned list as also the offer 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.

24.0 SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS/CONTRACTORS: Suspension of business dealings with Suppliers/Contractors shall be dealt as per the guidelines available on BHEL website www.bhel.com.

- 25.0 The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). 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. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.



LIST OF ANNEXURES TO GTC

SR. NO.	NAME OF ANNEXURE	DETAILS OF ANNEXURE
1	ANNEXURE-A	DECLARATION SHEET
2	ANNEXURE-B	CERTIFICATE OF DECLARATION CONFIRMING THE KNOWLEDGE OF SITE CONDITION
3	ANNEXURE-C	CERTIFICATE OF DECLARATION CONFIRMING FIRM IS NOT BLACKLISTED / UNDER HOLD FROM BHEL JAGDISHPUR OR BANNED BY ANY UNIT/REGION/OFFICE OF BHEL AND FIRM IS NOT GUILTY BY A COURT OF LAW IN INDIA FOR ANY OFFENCE INVOLVING FRAUD, DISHONESTY AND MORAL TURPITUDE
4	ANNEXURE-D	CERTIFICATE BY CA FOR MSE BIDDERS



(to be made on Bidder's letter head)

DECLARATION SHEET

I / We hereby certify that, all the information and data furnished by me / us with regard to this Tender are true and complete to the best of my / our knowledge. I / We have gone through the specification, conditions and stipulations in detail and understand fully the scope of work and agree to comply with the requirement and intent of specification.

I/We, further certify that I/We am/are the duly authorized representative(s) of the under mentioned bidder and a valid power of attorney to this effect is also enclosed.

I / We hereby also give our consent in acceptance of all terms and conditions of this tender without any deviation.

Date:

Name & Signature of the bidder

(Seal)



(to be made on Bidder's letter head)

CERTIFICATE OF DECLARATION CONFIRMING THE KNOWLEDGE OF SITE CONDITION

I/We hereby declare and confirm that we have visited the project site under the subject given in NIT and acquired full knowledge and information about the site conditions, wage structure, industrial climate and total work involved. We further confirm that the above information is true and correct and we will not raise any claim of any nature due to lack of knowledge of site condition.

Date:

**Name & Signature of the bidder
(Seal)**



(to be made on Bidder's letter head)

TO WHOM SO EVER IT MAY CONCERN

This is to certify that our firm is not blacklisted / under hold from BHEL Jagdishpur or banned by any unit/region/office of BHEL.

This is to certify that we / our firm is not guilty by a Court of Law in India for any offence involving fraud, dishonesty and moral turpitude

Date:

(Signature of Authorized Signatory)



ANNEXURE D

(Certificate by Chartered Accountant on letter head)

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-11dated:
Category: (Micro/Small) (Copy enclosed).
Further verified from the Books of Accounts that the investment of the company as on date
..... as per MSMED Act 2006 is as follows:

1. 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

2. 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:

RsLacs

(Strike off whichever is not applicable)

The above investment of Rs Lacs is within permissible limit of Rs -----Lacs for Micro/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 5.0. 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



SECTION II

SPECIAL TERMS AND CONDITIONS

(The 'Special Terms and Conditions' given hereunder supersede the relevant terms and conditions given in 'General Terms and Conditions')

1. SCOPE OF WORK

Providing one number Ex-showroom Maruti Suzuki Dzire (VXI) White color BS-VI Engine with stereo, fog lights, rear AC vents and 04 power windows and along with all appropriate accessories on monthly hiring contract basis for the official use of HOU (FSIP).

Fuel, registration, insurance and servicing/maintenance of vehicle in bidder's scope.

Driver, toll and parking in BHEL's scope.

The vehicle should be registered preferably in the name of bidder and date of Purchase must be on/or after tender NIT publishing date. The vehicle should be provided within 15 days from placement of LOI by BHEL along with all necessary documents.

In case the bidder is offering a vehicle not registered in his name, an agreement between the bidder and vehicle owner shall have to be produced. The agreement should be valid for the Contract period.

2. EVALUATION OF OFFERS:

Lowest bidder will be decided on overall cost assuming one month hire charges i.e. Grand total C = (Total A + Total B) excluding driver salary, toll, and parking.

Fuel, registration, insurance and servicing/maintenance of vehicle in bidder's scope.

Individual Total will be calculated as mentioned below for evaluation purpose.

Total A (for running of vehicle up to 2500 km considering rate up to 2500 Km) = 2500* AC rate Per Vehicle (Rs. Per Km) for up to 2500 Km

Total B (for running of vehicle for 1 km considering rate beyond 2500 Km) = 1 * AC rate Per Vehicle (Rs. per Km) for beyond 2500 Km.

However payment shall be made on actual running cost of vehicle.

(a) Bidders will be required to quote the charges Per Kilometers for each category as per the Price Schedule format. In case a bidder does not quote in any of the categories, his bid will not be considered further.

(b) Work will awarded to L1 bidder only and no splitting of work will be done.



(c) Rates to be quoted up to two decimal places and evaluation will be done accordingly considering two decimal.

3. PERIOD OF CONTRACT:

3.1 **The period of contract will be for 03 (THREE) years only.**

3.2 There will be the provision of extension of Contract period for further period of one year on same terms and conditions based on contractor's satisfactory performance in all respect and depending upon condition of the vehicle. In case of extension of contract the Security Deposit Bank Guarantee is also to be suitably extended with claim period of six months.

3.3 The vehicle to be supplied on hire basis under this agreement will be as per requirement of BHEL.

3.4 BHEL reserves the right to terminate the contract or part of the Contract at any time without assigning any reasons thereof by giving 15 (Fifteen) days' notice in writing after issuing caution letter for two instances of unsatisfactory performances. The Agency shall not be entitled for any compensation by reason of such pre mature termination.

4. Special Terms and Conditions for Scope of Work

The bidder will be required to provide the vehicle as per following terms & conditions:

The term "Company' means BHEL-FSIP", "RE" means Resident Engineer, BHEL- Fabrication, Stamping & Insulator Plant (FSIP), Jagdishpur" and "Bidder" means Owner of the Vehicle"

4.1. Vehicle will be deployed for BHEL Fabrication, Stamping & Insulator Plant (FSIP), Jagdishpur for 24 hours duty including Holidays under the advice of Resident Engineer.

4.2 Ensuring availability of vehicle for 24 Hr during contract period is responsibility of bidder. In case of breakdown of vehicle one day period for repair and maintenance will be granted. In absence of vehicle arranging alternate vehicle will be responsibility of bidder, if alternate vehicle was not deployed then 200 Km Per day will be deducted as penalty from bill of bidder.

4.3 Vehicles should be provided with proper tires, tool box, and with all important accessories.

4.4 Vehicle will be paid for actual reading of running during month, as per below mentioned situations/scenarios

Sl. No.	Description of Item	Total I	Total II	Grand Total III
1	Reading/running less than 2500 Kilometer per month	(2500) * (Per Km Rate up to 2500 Km)	((Reading Km less than limit of 2500 (i.e. 2500- Actual reading)/20) * (Fuel rate per Ltr during Month of Billing))	Total I - Total II

We hereby accepted above
(signature & seal of bidder)

Signature of BHEL



2	Reading/running greater than 2500 Kilometer per month	(2500) * (Per Km Rate up to 2500 Km)	(Actual reading/running in Km beyond 2500 (i.e. Actual reading -2500) * (Per Km Rate beyond 2500 Km)	Total I + Total II
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4.5 No extra payment on account of any charge shall be paid, only the quoted rate shall be considered for payment. Bidder should quote the rates assuming one month hire charges excluding driver salary, toll, and parking. Fuel, Registration, insurance and servicing/maintenance of vehicle in bidder's scope.

4.6 Vehicle are to operated mainly in Jagdishpur, Sultanpur, Lucknow, however in special case may be deputed for any location with UP or any location in India as per instruction of BHEL officials.

4.7 Bidder have to deploy the vehicle as per instruction of Work Order on immediate basis.

4.8 Bidder should ensure that enough fuel is filled in vehicle and maintenance and servicing work to be done on regular basis.

4.9 For maintenance of vehicle one day permission can be taken during contract period with prior notice to BHEL official.

4.10 The cost of fuel to be borne by the Bidder of vehicle. The cost of fuel for the purpose of billing shall be the actual rate prevailing at IA Jagdishpur as per decision of BHEL. In case bidder fails to fill fuel timely, the appropriate volume of fuel will be filled by BHEL and deduction for same shall be made from RA bill of bidder.

4.11 The cost of engine oil and other day to day requirements for keeping the vehicle fit for service to be borne by the Bidder of vehicle.

4.12 The vehicle hired must have registration certificate, fitness certificate, road tax paid. Challan, insurance certificate and pollution certificate or any other statutory requirement/s as per Government / RTO rule. Photocopy of the same on subsequent renewals shall be submitted to Resident Engineer (RE) or as and when demanded.

4.13 Pollution certificate as per RTO norms will have to be provided during the tenure of the contract or as and when demanded by RE.

4.14 In case of violation of any Govt. norms the penalty arising out of that shall be borne by bidders and BHEL shall not be responsible for any such claims.

4.15 Proper logbook is to be maintained by the bidder for the vehicle hired. The monthly Running Account (RA)/Final bill will be paid only after submission of complete logbook and as certified by RE.

4.16 The vehicle deployed should have standard tools, first aid kit and spare tyre in ex-showroom condition.



4.17 Kilometer reading meter of the vehicle shall be in ex-showroom condition. Defective meter shall be set right within 24 hours failing which a deduction of Rs.100/- per day shall be effected.

4.18 Toll / Border Tax / Parking charges will be borne by BHEL.

4.19 In case of non-availability of vehicle for minor / major breakdown, an alternative vehicle shall be with all valid documents shall be arranged by the Bidder. This is allowed only for Seven (7) days within which the repairs be completed.

4.20 All expenses towards repair & maintenance, engine (Mobil) oil, damages due to accident, comprehensive insurance, road tax, or any other renewals, etc. shall have to be met by the Bidder of vehicle.

4.21 The Bidder has to take necessary Insurance covering for the Vehicle.

4.22 The Bidder representative will meet the RE regularly to get instructions regarding the deployment of the vehicle.

4.23 In the event of the deployed vehicle meets with any accident, any claim on account of damage to the vehicle or the persons travelling in such vehicle cannot be claimed by the Bidder from BHEL.

4.24 Should the vehicle deployed by the bidder meet with an accident due to reasons attributable to the bidder or his employees and cause damage to the persons/property of the company, the bidder shall be liable to make good such losses in the manner as prescribed by the company.

4.25 The bidder shall cover this risk adequately by obtaining comprehensive insurance policies. The company shall not bear any expenses on this account.

4.26 The bidder shall indemnify the company from all claims for injuries caused to any person whether workmen or not while in or upon the works or the site for the same and the company shall not be liable to defend any claim brought under workmen's compensation act or any of its subsequent amendments.

4.27 The company shall further be entitled to recover the amount so paid by way of compensation under the aforesaid act or under any other law by deducting the sum from RA or from any other sum due to him.

4.28 The bill along with log book and any other document/s as required by Resident Engineer will be submitted to BHEL Admin office on completion of a month.

4.29 Invoice should contain all particulars as per invoice Rules and should include the GST registration number (GSTIN) , service accounting code (SAC) apart from all other details mentioned. For any deficiency in services, where a recovery is made / adjusted in supplier bills, the supplier has to raise a credit note on BHEL & upload in GSTN portal. All above rules applicable for invoice also apply for credit note.



4.30 In case GST is payable on reverse charge (RCM) invoice should mention that tax is payable on reverse charge.

4.31 All services in the course of business or furtherance of business are eligible to credit subject to other compliances listed herein.

5. PVC DURING THE CONTRACT:

The hire charges during the contract period will be revised depending upon increase or decrease in price of fuel by Government. Increase /decrease in the quoted rates per Km shall be as per following formula:-

$$\text{Increase/ decrease in per km rate} = \frac{(\text{Revised Rate of fuel per Liter} - \text{Base Rate of fuel per liter})}{\text{Vehicle average (km / Liters)}}$$

- Base Rate of fuel per liter = Fuel rate per liter as on date of tender floating
- Vehicle average (km / Liters) = 20 Km per liter (will remain firm during contract period)
- Revised Rate of fuel per Liter = Average Rate of fuel as on month/period of RA bill.

Note: Fuel rates will be taken at Industrial Area Jagdishpur for all purpose.

Revised Rate per km = ((Quoted Rate) +/- (Increase/decrease in per km rate (as per above formula))

- **This revision in hire charges will be effected for increase or decrease of fuel price by 5% or more on the base rate of fuel for rates per KM charges for all Km.**

6. Photocopy of the following documents is to be submitted along with this bid:-

- a) GST Registration Certificate (If registered)
- b) PAN Certificate.

All documents as applicable shall be self-certified.

7. Benefit of MSME shall be applicable as per GCC



Reference Price Bid Format

Sl. No.	Description of Item	Average Km per month (a)	AC rate Per Vehicle (Rs. Per Km) (b)	Hire amount per month (in Rs.) (c = a*b)	Hire amount per month (in Rs.) In words.
1	Monthly Hire charge (including all charges) for up to 2500 Km Run/Month (Total A)	2500	To be Quoted online	System Generated	System Generated
2	Monthly Hire charge (including all charges) for Km beyond 2500 KM (Total B)	1	To be Quoted online	System Generated	System Generated
Overall Hire Charge for month (i.e. Grand Total C = Total A + Total B)			Rs.	System Generated	System Generated

Note:

1. All rates are to be quoted excluding GST.
2. The rates shall be entered in online price bid format.
3. Lowest bidder will be decided on overall cost assuming one month hire charges excluding driver salary, toll and parking whereas fuel, registration, insurance and servicing/maintenance of vehicle in bidder's scope.

i.e. Grand total C = Total A + Total B.

Total A (for running of vehicle up to 2500 km considering rate up to 2500 Km) plus Total B (for running of vehicle for 1 km considering rate beyond 2500 Km).

4. For evaluation purpose, fuel rate of Industrial Area Jagdishpur, Amethi (UP) on the date of tender floating will be considered.
5. The payment shall be made according to actual running of vehicle.
6. The rate shall be excluding driver but inclusive of all type of charges like fuel, maintenance and running cost etc. (except GST charges, Toll & Parking).

Note: Bidder should not offer Rate in Reference Price Bid Format. In case bidder submit Rate in Reference Price Bid Format the bid will be rejected out rightly.