

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/HQ-TAXI/3153

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**E-TENDER SPECIFICATION NO:
BHE/PW/PUR/HQ-TAXI/3153**

Contract for engaging vehicles on call basis for the official use under the rate contract for the period of 24 months at PSWR-HQ, Office.

VOLUME - IA (TECHNICAL BID)

VOLUME-I CONSISTS OF

- Notice Inviting Tender,
- Volume-IA : Technical Conditions of Contract,
- Volume-IB : Special conditions of Contract,
- Volume-IC : General conditions of Contract
- Volume-ID : Forms & Procedures HSE Plan

VOLUME-II CONSISTS OF:

- Price Bid Specification



**BHARAT HEAVY ELECTRICALS LIMITED
(A Govt. of India Undertaking)
POWER SECTOR - WESTERN REGION
345-KINGSWAY, NAGPUR-440 001**

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Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India
Website: www.bhel.com

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Volume No	Description	Hosted in website bhel.com (Briefly) and detailed in BHEL e-Procurement Portal as files titled
NIL	Tender Specification Issue Details	(Part of Vol-IA-3153)
NIL	Notice Inviting Tender	(Part of Vol-IA-3153)
I-A	Technical Conditions of Contract	Vol-I-A-3153
--	Appendix A Technical Specification	Part of Vol-IA-3153 (Attached Separately)
I-B	Special Conditions of Contract	VOID
I-C	General Conditions of Contract	(Part of Vol-I-CD-3153)
I-D	Forms & Procedures	(Part of Vol-I-CD-3153)
--	HSE Plan	(Part of Vol-I-CD-3153)
II	Price Bid Specification as specified in E-Procurement Portal	Volume-II-3153

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E-Tender Specification Issue Details

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NAME OF THE WORK:

EARNEST MONEY DEPOSIT: Refer Notice Inviting Tender

LAST DATE FOR Refer Notice Inviting Tender
TENDER SUBMISSION

THESE TENDER SPECIFICATION DOCUMENTS CONTAINING VOLUME-I AND VOLUME- II ARE ISSUED TO:

M/s.

PLEASE NOTE:
THESE TENDER SPECS DOCUMENTS ARE NOT TRANSFERABLE.

For Bharat Heavy Electricals Limited

GM (Purchase)

Place: Nagpur

Date:

3153

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Bharat Heavy Electricals Limited



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Date: 19/08/2025

NOTICE INVITING TENDER (NIT)

NOTE: BIDDER MAY DOWNLOAD FROM WEB SITES

To,

Dear Sir/Madam,

Sub : NOTICE INVITING E-TENDER

Sealed offers in two part bid system (National competitive bidding (NCB) or International Competitive Bidding (ICB) are invited from reputed & experienced bidders (meeting PRE QUALIFICATION CRITERIA as mentioned in Annexure-1) through E-Procurement Portal <https://eprocurebhel.co.in> only, for the subject job by the undersigned on the behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document. Following points relevant to the tender may please be noted and complied with.

1.0 Salient Features of NIT

S No.	ISSUE	DESCRIPTION	
i	TENDER NUMBER	BHE/PW/PUR/HQ-TAXI/3153	
ii	Broad Scope of job	CONTRACT FOR ENGAGING VEHICLES ON CALL BASIS FOR THE OFFICIAL USE UNDER THE RATE CONTRACT FOR THE PERIOD OF 24 MONTHS AT PSWR-HQ, OFFICE.	
iii	DETAILS OF TENDER DOCUMENT		
A	Volume-IA	<i>Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc.</i>	<i>Applicable</i>
B	Volume-IB	<i>Special Conditions of Contract (SCC)</i>	<i>Not Applicable</i>
C	Volume-IC	<i>General Conditions of Contract (GCC)</i>	<i>Applicable</i>
D	Volume-ID	<i>Forms and Procedures</i>	<i>Applicable</i>
E	Volume-IE	<i>Technical Specifications</i>	<i>Not Applicable</i>
F	Volume-II	<i>Price Schedule (Absolute value).</i>	<i>Applicable</i>
iv	Issue of Tender Documents	From BHEL website (www.bhel.com) and https://eprocurebhel.co.in (Tender documents will be available for downloading from BHEL e-Procurement website till due date of submission): Start :23/08/2025 , Time : 15:00 Hrs Closes: 02/09/2025 , Time : 15:00 Hrs	<i>Applicable</i>

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S No.	ISSUE	DESCRIPTION	
v	DUE DATE & TIME OF OFFER SUBMISSION	<p>Date: 02/09/2025, Time :15.00 Hrs https://eprocurebhel.co.in</p> <p>Offer to be submitted in online only through e-procurement Portal.</p> <p>(Bidders are requested to visit website to view corrigendum/ addenda/ amendments/ extension/ modification to PQ etc in the form of TCN before submitting offer). Hard copy bid or bids through E-mail / fax shall not be accepted.</p>	<i>Applicable</i>
vi	OPENING OF TENDER (Techno-Commercial Bid)	<p>Date: 02/09/2025, Time: 16.00 Hrs</p> <p>This tender being an e-tender, it shall be opened online only through the E-Procurement Portal. Participating bidders may witness the Opening online only.</p>	<i>Applicable</i>
vii	EMD AMOUNT	<i>Waived off</i>	
viii	COST OF TENDER	<i>NIL</i>	<i>Not Applicable</i>
ix	LAST DATE FOR SEEKING CLARIFICATION	<p>02-09-2025 Time : 15.00 Hrs</p> <p><i>Along with soft version also, addressing to undersigned & to others as per contact address given below.</i></p> <p><i>Bidders may consider to seek clarifications on the e-tender portal---</i></p> <p>https://eprocurebhel.co.in</p> <p>1) Name: Jayant Meena Designation: Sr Engineer Dept: Purchase Address: Floor no. 5 & 6,Shree Mohini Complex, 345 Kingsway, Nagpur-440001 Mobile-7018702036 Email :jayant@bhel.in</p> <p>2) Mr. Biraj Roy Designation: Sr Manager Dept: Purchase Address: Floor no. 5 & 6,Shree Mohini Complex, 345 Kingsway, Nagpur-440001 Email: biraj@bhel.in</p>	<i>Applicable</i>

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S No.	ISSUE	DESCRIPTION	
		3) Name: V K Arya Designation: GM Dept: Purchase Address: Floor no. 5 & 6, Shree Mohini Complex, 345 Kingsway, Nagpur-440001 Email : vkarya@bhel.in	
x	SCHEDULE OF Pre Bid Discussion (PBD)	----	<i>Not Applicable</i>
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)	----	<i>Not Applicable</i>
xii	Latest updates	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (www.bhel.com -->Tender Notifications →View Corrigendum(s) & on e-tender portal https://eprocurebhel.co.in and not in the newspapers. Bidders to keep themselves updated with all such information	

2.0 The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them, duly **digitally** signed, as part of offer. **Rates/Price including discounts/rebates, if any, mentioned anywhere/in any form in the techno-commercial offer other than the Price Bid, shall not be entertained. Unsolicited discounts received after opening of techno-commercial bids shall not be considered for evaluation.**

3.0 Unless specifically stated otherwise, bidder shall remit cost of tender and courier charges if applicable, in the form of Demand Draft drawn in favour of Bharat Heavy Electricals Ltd, payable at Power Sector Regional HQ at Nagpur issuing the Tender. ~~Bidder may also choose to deposit the Tender document cost by cash at the Cash Office as stated above against sl no iv of 1, on any working day. Copy of Cash receipt or the proof of Demand Draft duly~~ **digitally** signed is to be uploaded with the Techno Commercial offer **on e-tender portal <https://eprocurebhel.co.in>**. However Original Demand Draft shall be sent to the officer inviting tender within a reasonable time failing which the offer is liable to be rejected. ~~Sale of tender Documents shall not take place on National Holidays, holidays declared by Central or State Governments and BHEL PS HQ at _____, Sundays and second/ last Saturdays.~~

4.0 E-Procurement Portal Inputs

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Procedure for Submission of Offer for E – Tender

Procedure for Submission of Tender is available in the “Bidder Manual for BHEL Bidders” at E-tender portal <https://eprocurebhel.co.in>. Terms and conditions mentioned therein shall form integral part of the NIT and bidders shall abide by the same.

i. **Hardware and Software requirements for participating in e-tender**

- ❖ Please refer the website for the minimum system requirements and setting document for Bidders under the link: <https://eprocurebhel.co.in>

ii. **Digital Signature**

- ❖ To know the procedure for obtaining Digital Signature Certificate (DSC), suppliers who are not having the DSC are advised to visit our website <http://www.bhel.com/home.php> → Tender Notifications → Sample Checklist.

iii. **NIC portal Helpdesk Contacts**

For any technical related queries please call at 24 x 7 Help Desk Number

0120-4001 002

0120-4200 462

0120-4001 005

0120-6277 787

International bidders are requested to prefix 91 as country code

Email Support

Address : A) For any Issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority

Technical - support-eproc@nic.in

iv. **Note**

- i. Offers/tenders submitted in the E-tender portal shall only be considered for further evaluation. Offers sent by FAX / E-mail / any mode other than E-tender would not be entertained.

The Tenderers must submit their Tenders, as detailed below:

- ❖ PART-I consisting of 'PART-IA (Techno Commercial Bid)' & 'PART-IB (EMD/COST of TENDER)'
- ❖ PART-II (Price Bid)

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SPECIAL NOTE: All documents/ annexures to be submitted should be uploaded in respective places in the E-Tender portal as per the list mentioned given in this NIT. BHEL shall not be responsible for in-complete documents.

- 5.0 No Deviation with respect to tender clauses and no additional clauses/ suggestions/ clarification in Techno-commercial bid/ Price bid shall normally be considered by BHEL. Bidders are requested to positively comply with the same.
- 6.0 BHEL reserve the right to accept or reject any or all offer without assigning any reasons thereof. BHEL also reserve 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 (except for the refund of EMD). However, BHEL may communicate rejection to the unsuccessful bidder after award of work and acceptance by the successful bidder.
- 7.0 Bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation etc before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions. No additional claim shall be entertained by BHEL in future, on account of non-acquaintance of above.
- 8.0 For any clarification on the tender document, the bidder may seek the same in writing or through e-mail or **through E-tender Portal**, as per specified format, within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay or any other delays. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.
- 9.0 BHEL may decide holding of pre-bid discussion [PBD] with all intending bidders as per date indicated in the NIT. The bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Bidders shall plan their visit accordingly. The outcome of pre-bid discussion (PBD) shall also form part of tender.
- 10.0 In the event of any conflict between requirement of any clause of this specification/ documents/drawings/data sheets etc or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting/ submission of offer; else BHEL's interpretation shall prevail.

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11.0 Unless specifically mentioned otherwise, bidder's quoted price shall be deemed to be in compliance with tender including PBD, if any.

12.0 Bidders shall submit Integrity Pact Agreement (Duly digitally signed by authorized signatory who signs in the offer), if applicable, along with techno-commercial bid. This pact shall be considered as a preliminary qualification for further participation. Detail of Independent External Monitor (IEM) for the subject tender is furnished above.

13.0 The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of evaluation on pre-qualification criteria/ techno-commercial bids, approval/ acceptance of customer (as applicable), etc. BHEL's decision in this regard shall be final & binding. BHEL also reserves the right to reject bidder with unsatisfactory past performance in execution of a contract. BHEL reserves the right not to consider offers of parties under HOLD. BHEL's decision in this regard shall be final & binding.

14.0 Tenders must adhere to all volumes of tender and quote accordingly. Any terms & conditions not covered in SCC, will be governed by GCC.

15.0 Validity of the offer shall be for **02 months** from the latest due date of offer submission or specified otherwise in GCC/SCC of tender.

16.0 BHEL reserves the right to decide the successful bidder on the basis of Reverse Auction process. In such case all qualified bidders will be intimated regarding procedure/ modality for Reverse Auction process prior to Reverse Auction and price will be decided as per the rules for Reverse Auction. However, if reverse auction process is unsuccessful as defined in the RA rules/procedures, or for whatsoever reason, then the sealed 'PRICE BIDS' will be opened for deciding the successful bidder. BHEL's decision in this regard will be final and binding on bidder.

17.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.

18.0 In case the bidder is an "Indian Agent of Foreign Principals", 'Agency agreement has to be submitted along with Bid, detailing the role of the agent along with the terms of payment for agency commission in INR, along with supporting documents.

19.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.

20.0 The bidder shall submit/upload documents in support of possession of 'Qualifying Requirements' duly self-certified and stamped by the authorized signatory (through Digital Signature), as per the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately.

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21.0 The bidder may have to produce original document for verification if so decided by BHEL.

22.0 Order of Precedence

In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:

- a. Amendments/Clarifications/Corrigenda/Errata etc issued in respect of the tender documents by BHEL
- b. Notice Inviting Tender (NIT)
- c. Price Bid – Volume - II
- d. Techno-Comml – Compliance – Volume - I C
- e. Technical Conditions of Contract (TCC) - Volume- I A
- f. General Conditions of Contract (GCC) - Volume- I B

It may please be noted that guidelines/rules in respect of suspension of business dealings', 'Vendor evaluation format', 'Quality, Safety & HSE guidelines', etc., may undergo change from time to time and the latest one shall be followed.

For BHARAT HEAVY ELECTRICALS LTD
(GM Pur)

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IMPORTANT INFORMATION

All correspondences regarding this tender shall be addressed to AGM / PURCHASE BHEL PSWR through BHEL e-procurement portal only. Following are the concerned BHEL officials to whom bidders can contact in case of any difficulty:

1. GM Purchase, Email id: vkarya@bhel.in Ph: +91 - 712 - 2858633
2. Sr Manager Purchase, Email: biraj@bhel.in, Ph: +91 - 712 - 2858635
3. Sr Engineer Purchase, Email id: jayant@bhel.in , Ph: +91 - 712 - 2858635

Guidelines for Suspension of Business Dealings with Suppliers/ Contractors

The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site.

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

1.1 Commitment by BHEL:

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

1.2 Commitment by Bidder/ Supplier/ Contractor:

1.2.1 The bidder/ supplier/ contractor commits to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

1.2.2 The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

1.2.3 The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel

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so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on www.bhel.com and/or under applicable legal provisions.

Suspension of Business Dealings

- ❖ It may please be noted that guidelines/rules in respect of suspension of business dealings', 'Vendor evaluation format' etc. may undergo change from time to time and the latest one shall be followed.
- ❖ 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 web site (www.bhel.com ---> Tender Notification - List of Banned Firms).
- ❖ Abridged version of the extant 'Guidelines for suspension of business dealings with suppliers/ contractors' has been uploaded on www.bhel.com on "supplier registration page" at the following link: http://www.bhel.com/vender_registration/pdf/Suspension_guidelines_abridged.pdf

4. All Statutory Requirements as applicable for these Projects shall be complied with

5. BHEL Fraud Prevention Policy

"The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as so on as it comes to their notice."

6. The language in the tender documents downloaded by the Bidders shall at no point of time be changed, altered or modified in any manner by the Tenderer. If such changes are made by any tenderer, it shall be considered as tampering with BHEL's terms and the offer shall be summarily rejected, whenever it is noticed by BHEL. Such Bidders would be disqualified from the Bidding Process and their offers would be forfeited / Bank Guarantees invoked. They would also not be allowed to take part in future tenders of BHEL.

7. Performance Bank Guarantee/ Bank Guarantee

Wherever so required, the Supplier shall arrange to provide a Performance bank guarantee (PBG). The indigenous suppliers have to provide the PBG from any one of the Nationalized Banks, listed in the tender terms. However, the PBG shall be confirmed by any of the Bankers listed by us. The PBG shall guarantee the performance of the equipment / materials / items supplied and shall cover the guarantee period. The PBG shall have a claim period of 3 months in addition to the guarantee period. In the event of failure of the supplies made within the guarantee

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period, BHEL would encash the entire PBG. The PBG shall be for a value as cited in the tender document.

The supplier (/s) has to get the PBG format (pre-printed) from BHEL and get the same stamped by the Banker. Change of PBG terms either by the supplier's Banker or by the supplier, after servicing of the order is not acceptable. Similarly, PBG prepared by the supplier (typed by them) will also not be acceptable to BHEL. The pre-printed form issued by BHEL shall be used for making the PBG.

Acceptance of Bank Guarantee (BG) / Performance Bank Guarantee issued by:

- a. Any of the BHEL consortium bank listed below:

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Sl.	Name of the bank
1	State Bank of India
2	Canara Bank
3	Axis Bank
4	Bank of Baroda
5	Central Bank
6	Citi Bank N.A.
7	Deutsche Bank **
8	Exim Bank
9	Federal Bank Limited
10	HDFC Bank Limited
11	Hongkong and Shanghai Banking Corporation Ltd
12	Indian Bank
13	ICICI Bank Limited
14	IDBI Bank Limited
15	IndusInd Bank Limited
16	Indian Overseas Bank
17	Kotak Mahindra Bank Limited
18	Punjab National Bank
19	RBL Bank Ltd.
20	Standard Chartered Bank
21	Union Bank of India
22	Yes Bank Limited

- b. Any public sector Bank (other than consortium banks) with a clause in the text of Bank Guarantee that it is enforceable at Nagpur, Maharashtra
- c. Any private sector banks, with a clause in the text of Bank Guarantee that it is enforceable by being presented at any branch of the bank

Note: "Bank Guarantees issued by Co-operative Banks are not acceptable".

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- d. This PBG clause is a general clause and valid wherever BG (Bank Guarantee) / PBG (Performance Bank Guarantee) / CEBG (Contract Execution Bank Guarantee) is applicable
- e. **List of banks may change from time to time, thus prior to submission of Bank Guarantee it is responsibility of successful bidder to get the confirmation of issuing Bank from BHEL**

8. Reverse Auction Terms & Conditions - Not Applicable

- BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among the techno commercially qualified bidders.
- Price bids of all techno commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.

9. MSE Vendors:

Micro & Small Enterprises (MSE) is exempted from Payment of Tender Fees and Earnest Money deposit (EMD).

Definition of MSME: - As per Gazette Notification no. S.O. 2119(E) dated 26.06.2020 issued by Ministry of MSME regarding change in definition of Micro, Small & Medium Enterprises (MSMEs) applicable w.e.f. 01.07.2020. According to the notification, following criterion is envisaged for definition of MSMEs:-

S. No.	Type of Enterprise	New Criterion/ Definition
1	Micro	a micro enterprise, where the investment in plant and machinery or equipment does not exceed one crore rupees and turnover does not exceed five crore rupees
2	Small	a small enterprise, where the investment in plant and machinery or equipment does not exceed ten crore rupees and turnover does not exceed fifty crore rupees
3	Medium	a medium enterprise, where the investment in plant and machinery or equipment does not exceed fifty crore rupees and turnover does not exceed two hundred and fifty crore rupees

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The above shall be applicable to this tender and relevant documents (Udyam Registration Certificate) must be submitted to establish the MSME status by the bidder failing to which the bidder shall be considered on par with other non-MSME bidders.

10. Earnest Money Deposit (EMD): Not Applicable

~~Refundable, Non interest bearing Earnest Money Deposit (EMD) of Rs. 6,00,000/- (Rupees Six Lakh Only) is applicable for this Enquiry. Micro & Small Enterprises (MSE) is exempted from EMD. EMD can be deposited in any one of the following methods along with the technical bid, failing which bidder's offer is liable for rejection.~~

Modes of Deposit

- ❖ ~~Cash Deposit as permissible under the extant Income Tax Act (before tender opening)~~
- ❖ ~~Banker's Cheque/ Pay Order/ Demand Draft, in favour of Bharat Heavy Electricals Ltd, payable at Nagpur (along with offer)~~
- ❖ ~~Electronic Fund Transfer credited in BHEL PSWR, Nagpur account (before tender opening); Bank account details of BHEL PSWR is cited below for EMD remittance purpose~~

Name of the company	Bharat Heavy Electricals Ltd
Address of the company	Shree Mohini Complex 345, Kingsway, Nagpur 440001
Name of Bank	State Bank Of India
Name of Bank Branch and Branch Code	SBI, Nagpur Main Branch, Branch Code-00432
City	Nagpur
Account number	40227423158
Account type	Current A/C
IFSC code of the bank branch	SBIN0000432
MICR code of the bank branch	440002002

- ❖ ~~No other form of EMD remittance shall be acceptable to BHEL.~~

Procedure for Earnest Money Deposit		
Mode of Submission	Proof of EMD along with the offer	Submission of EMD to BHEL PSWR
❖ DD/Pay Order	Scan Copy has to be uploaded in E-Portal	Original DD / Pay Order to be couriered to BHEL PSWR, Nagpur before tender opening

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❖ EFT	Receipt of Amount Transferred to BHEL Account
❖ Cash	Receipt of cash deposit at BHEL office

~~Proof of Demand Draft/ Pay Order or receipt of Electronic Fund Transfer duly **digitally** signed is to be uploaded with the Techno Commercial offer on e-tender portal <https://eprocurebhel.co.in/nicgep/app>.~~

~~In case, bidder wishes to furnish EMD in Demand Draft/ Pay Order mode, Original Demand Draft/ Pay Order shall be sent to the officer inviting tender within a reasonable time failing which the offer is liable to be rejected.~~

~~EMD given by all unsuccessful Tenderers shall be refunded on acceptance of award / LOI/PO by successful Tenderer. The EMD of successful bidder shall be returned after submission of Performance Bank Guarantee (PBG) or Contract Execution Bank Guarantee (CEBG), as the case may be.~~

~~EMD by the Tenderer will be forfeited as per NIT conditions, if after opening and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.~~

~~EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these extant guidelines.~~

11. PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA) CLAUSE:

- ❖ "For this procurement, the local content to categorize a supplier as a Class I local supplier/ Class II local Supplier/ Non-local supplier and purchase preference to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT".
- ❖ For subject tender, only Class-I local suppliers are eligible to bid in line with Cl. 3(a) of MII Circular No. P-45021/2/2017-PP (BE-II), Dated 16/09/2020 as there is sufficient Local capacity & Local competition.
- ❖ In case of subsequent order issued by nodal ministry, changing the definition of local content for items of the NIT, the same shall be applicable even if issued after issue of this NIT but before finalization of contract/ PO/ WO against this NIT. The local supplier at the time of tender, bidding or solicitation shall be required to provide Certification that as per the offered items they meet the requirement of Class-I Local

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supplier as per the provisions of PPP-MII order, revision dated 16.09.2020 of Govt. of India and relevant circulars issued by nodal ministry wrt. to above mentioned orders and shall give details of location at which local value addition is made.

Minimum 50% Local content required for MII compliance against this tender.

12. Restriction under rule 144(xi) of the General Financial Rules (GFRs) 2017:

In compliance with order issued by "Department of Expenditure's (DoE) Public Procurement Division ref. F.No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020, following restriction is hereby ordered under rule 144(xi) of the General Financial Rules (GFRs)2017:

Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

13. BREACH OF CONTRACT, REMEDIES AND TERMINATION: In case of Breach of Contract, BHEL shall recover 10% of the contract value from the vendor using following instruments:

- a) encashment of security instruments like EMD, performance security available with BHEL against the said contract.
- b) Balance amount (if value of security instruments is less than 10% of the contract value) from other financial remedies i.e. available bills of the vendor, retention amount etc. with BHEL.
- c) Balance amount from security instrument like EMD, Performance Security and other financial remedies i.e. available bills of the vendor, retention amount etc. with other units of BHEL.
- d) If Recovery is not possible then Legal Remedies shall be pursued.

14. Conflict of Interest among bidders/Agents: A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- a) they have controlling partner (s) in common; **or**
- b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; **or**
- c) they have the same legal representative/agent for purposes of this bid; **or**
- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder **or**
- e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid; **or**

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f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:

- i) The principal manufacturer directly or through one Indian agent on his behalf; **and**
- ii) Indian/foreign agent on behalf of only one principal; **or**

g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; **or**

h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.

Treatment of cases regarding conflict of interest:

The bidder notes that a conflict of interest would said to have occurred in the tender process and execution of the resultant contract, in case of any of the following situations:

- i) If its personnel have a close personal, financial, or business relationship with any personnel of BHEL who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of BHEL directly or indirectly;
- ii) The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating;
- iii) Procurement of goods directly from the manufacturers/ suppliers shall be preferred. However, if the OEM/ Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer/ supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer/ supplier could bid directly but not both. In case bids are received from both the manufacturer/ supplier and the agent, bid received from the agent shall be ignored. However, this shall not debar more than one Authorised distributor (with/ or without the OEM) from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurement under a Proprietary Article Certificate.
- iv) A bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV member or sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this

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does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his ownname or as a member of a JV.

The Bidder declares that they have read and understood the above aspects, and the bidder confirms that such conflict of interest does not exist and undertakes that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s), in this regard. 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, the same will be considered as a violation of the tender conditions, and suitable action shall be taken by BHEL as per extant policies/guidelines

15. Limitation of Liability:

"Notwithstanding anything to the contrary in this Contract or LOA or Work Order or any other mutually agreed document between the parties, the maximum liability, for damages, of the contractor, its servants or agents, shall under no circumstances exceed an amount equal to the Price of the Contract or the Work Order. Neither party shall be liable to the other for any indirect or consequential loss or damage, including but not limited to loss of use, loss of profits, or loss of contracts, or special, punitive, exemplary losses whatsoever, arising out of or in connection with this contract.

This shall not be applicable on the recoveries made by Customer from BHEL on account of Contractor, any other type of recoveries for workmanship, material, T&P etc. due from the contractor."

16. Security Deposit: refer clause 1.10 of GCC

1.10.1 Upon acceptance of Tender, the successful Tenderer should deposit the required amount of Security Deposit towards fulfilment of any obligations in terms of the provisions of the contract. The total amount of Security Deposit will be 5% of the contract value.

Kindly refer GCC clause 1.10 Security deposit

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Format - I

(To be submitted in the bidder's letter head)

In-line with Department of Expenditure's (DoE) Public Procurement Division Order vide ref. F.No.6/18/2019-PPD
dated 23.07.2020 & 24.7.2020

Tender Specification No:

Tender Description:

"I/ we have read the clauses pertaining to Department of Expenditure's (DoE) Public Procurement Division Order (Public procurement no 1, 2 & 3 vide ref. F.No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020) regarding restrictions on procurement from a bidder of a country which shares a land border with India. I/We hereby certify that I/ we the bidder < name of the

bidder.....> is / are

a) Not from such a country and eligible to be considered for this tender.

OR

b) From such country, has been registered with the competent authority and eligible to be considered for this tender. (Evidence of valid registration by the competent authority shall be attached)

For and behalf of _____ (Name of the bidder)

(Signature, date & seal of authorized representative of the bidder)

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Format - II

Bid Security Declaration Form

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir/Madam,

Sub: Bid Security Declaration

Ref: Tender Specification No:

Tender Description:

1. I/We Mr/ Ms..... authorised person to sign the bid documents for tender pertaining to the captioned scope do hereby declare that I/We have gone through the entire tender documents including terms and condition mentioned in the tender documents and undertake to comply with them.

2. I/We further declare that we will not withdraw our bid or modify our offer during the period of validity of the bid after the deadline for submission of such documents.

3. If I/we withdraw or modify the bids during the period of validity, or if I/We are awarded the contract and fail to sign the contract, if applicable or to submit security deposit as defined in the tender document/LOA, we will be suspended for the period of time as specified in the tender document from being eligible to submit bids/proposals to BHEL.

Signature of the Authorised Signatory
(With Name, Designation and Company seal)

Place:

Date:

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Format - III

DECLARATION REGARDING MINIMUM LOCAL CONTENT IN LINE WITH
REVISED PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 DATED 04TH JUNE, 2020
AND SUBSEQUENT ORDER(S)

(To be typed and submitted in the Letter Head of the Entity/Firm providing certificate as applicable)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: Declaration reg. minimum local content in line with Public Procurement (Preference to Make in India), Order 2017-Revision, dated 04th June, 2020 and subsequent order(s).

Ref: 1) Tender Specification No:

2) All other pertinent issues till date

We hereby certify that the items/works/services offered by (*specify the name of the organization here*) has a local content of _____ % and this meets the local content requirement for '**Class-I local supplier**' / '**Class II local supplier**' ** as defined in Public Procurement (Preference to Make in India), Order 2017-Revision dated 04.06.2020 issued by DPIIT and subsequent order(s).

The details of the location(s) at which the local value addition is made are as follows:

1. _____ 2. _____
3. _____ 4. _____

...

...

...

Thanking you,

Yours faithfully,

**(Signature, Date & Seal of
Authorized Signatory of the Bidder)**

**** - Strike out whichever is not applicable.**

Note:

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1. Bidders to note that above format Duly filled & signed by authorized signatory, shall be submitted along with the techno-commercial offer.
2. In case the bidder's quoted value is in excess of Rs. 10 crores, the authorized signatory for this declaration shall necessarily be the statutory auditor or cost auditor of the company (in the case of companies) or a practising cost accountant or practicing chartered accountant (in respect of suppliers other than companies).
3. In the event of false declaration, actions as per the above order and as per BHEL Guidelines shall be initiated against the bidder.

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Format - IV

Undertaking for Indian Bidders

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir/Madam,

Sub: DECLARATION REGARDING INSOLVENCY/ LIQUIDATION/ BANKRUPTCY PROCEEDINGS

Ref: Tender Specification No:

I/We, _____ declare that, I/We am/are not under insolvency resolution process or liquidation or Bankruptcy Code Proceedings (IBC) as on date, by NCLT or any adjudicating authority/authorities, which will render us ineligible for participation in this tender.

Sign. of the Authorised Signatory
(With Name, Designation and Company seal)

Place:

Date:

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Format - V

DECLARATION

Date: _____

To	_____
	BHEL, _____

Email:	_____

Sub: Details of related firms and their area of activities

Dear Sir/ Madam,

Please find below details of firms owned by our family members that are doing business/ registered for same item with BHEL, _____ (NA, if not applicable).

1	Material Category/ Work Description	_____
	Name of Firm	_____
	Address of Firm	_____
	Nature of Business	_____
	Name of Family Member	_____
	Relationship	_____
2	Material Category/ Work Description	_____
	Name of Firm	_____
	Address of Firm	_____
	Nature of Business	_____
	Name of Family Member	_____
	Relationship	_____

Note: I certify that the above information is true and I agree for penal action from BHEL in case any of the above information furnished is found to be false.

Regards,

(_____)

From: M/s _____

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Supplier Code: _____

Address: _____

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Format - VI

Declaration for prevention/elimination of suspected cartel formation between suppliers

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir/Madam,

Sub: Declaration for prevention/elimination of suspected cartel formation between suppliers

Ref: Tender Specification No:

I/We hereby declare that I/We 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 contract, submission or non-submission of bids of any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

Sign. of the Authorised Signatory
(With Name, Designation and Company seal)

Place:

Date:

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ANNEXURE - 1

PRE QUALIFYING CRITERIA

SL NO	PRE QUALIFICATION CRITERIA	Bidders claim in respect of fulfilling the PQR Criteria	
		Name and Description of qualifying criteria	Page no of supporting document. Bidder must fill up this column as per applicability
A	<p>A) Technical: - Bidder shall essentially meet all the Qualifying Requirements (i.e. A.1, A.2, A.3 and A.4) as under as on latest date of offer submission.</p> <p>A.1) The Bidder must be a registered commercial Tour & Taxi Operator / Travel Agency. Copy of registration certificate shall be enclosed.</p> <p style="text-align: center;">AND</p> <p>A.2) The Bidder should have regular establishment / office inside the municipal limits of Nagpur city and have to produce documentary evidence to this effect.</p> <p style="text-align: center;">AND</p> <p>A.3) The Bidder should be having minimum 05 Nos. commercial vehicle in combination of Sedan/Premium Sedan/MUV/SUV/Premium SUV (2022 and above Model) registered under Taxi permit & vehicles to be registered in Bidder's (in the name of proprietor or in the name of firm/company) and submit documentary proof (registration copy) during bid submission, failing which the bidder will be disqualified.</p> <p style="text-align: center;">AND</p> <p>A.4) The Bidder shall have executed any of the following similar work during last 03 Years (<i>Similar work means supply of Taxi/passenger vehicle on requirement basis / monthly hire basis to any Govt. undertaking/Companies/ Establishments/ Organisation against Work order / Purchase order/Agreement.</i>)</p> <p>A.4.1) Executed the one similar work of value not less than ₹ 13.06 Lakhs.</p> <p style="text-align: center;">OR</p>	APPLICABLE	Bidder to submit documentary proof to establish the qualifying requirements

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<p>A.4.2) Executed the Two similar works of value not less than ₹ 8.16 Lakhs each.</p> <p style="text-align: center;">OR</p> <p>A.4.3) Executed the Three similar works of value not less than ₹ 6.53 Lakhs each.</p>		
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--	--

Note: Bidder should submit PO copy as a proof of Service/experience as per PQR which shall be cross verified from the end user. In case PO couldn't be verified, bid shall be treated as incomplete and shall be liable to be rejected during evaluation.

a. Financial PQR:

- i) Bidders must have achieved an Average Annual Financial Turnover (Audited) of **Rs. 5.0 Lac or more**, over the last three Financial Years (FY) i.e. **2021-2022, 2022-23 & 2023-24**.
- ii) **Audited Financial documents of FY 2021-2022, 2022-23 & 2023-24.** shall be furnished in support of Turnover and this requirement shall supersede other Turnover parameters cited elsewhere. If financial statements are not required to be audited statutorily, then instead of audited financial statements, financial statements are required to be certified by Chartered Accountant.
- iii) In case of audited Financial statements have not been submitted for all the three years as indicated against Financial Turnover QR (Qualifying requirement) above, then the applicable audited statements submitted by the bidders against the requisite three years, will be averaged for three years i.e. total divided by three.

Note: Bidders are requested to provide valid UDIN with Audited Financial Reports/Certificate by Chartered Accountant (as applicable) for cross verification which is mandatory and without which bid shall be considered as incomplete.

c. Relaxation in Pre-Qualifying Requirement (PQR) for Micro and Small Enterprises (MSE's) and Start-ups:

- i) **Technical Pre-Qualifying Requirement (PQR) for prior experience:** The Technical Pre-Qualifying Requirements is relaxed by 50% of the original Pre -Qualifying Requirement specified in the tender
- ii) **Financial Pre-Qualifying Requirement (PQR) including Turnover:** The Financial Pre-Qualifying Requirements is relaxed by 50% of the original Pre -Qualifying Requirement specified in the tender.

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- iii) Other Pre-Qualifying requirements** such as Machineries, BIS, or any form of licenses or customer approval or requirements other than stated in **Point No. (A)**, shall remain the same for all bidders.
- iv) Definition of Start-up** shall be in line with Gazette Notification No DL 33004/99 dated 19.02.2019 and subsequent amendments, if any.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

BHARAT HEAVY ELECTRICALS
LIMITED



Chapter-I Scope of work and Terms & conditions

A. Contract for engaging vehicles on call basis for the official use under the rate contract for the period of 24months at PSWR-HQ, Office

Scope of work with applicable terms & Conditions:

Bharat Heavy Electricals Limited, Power Sector-Western Region, having its office at Shree Mohini Complex 5th & 6th Floor, 345 Kingsway, Nagpur-440001 requires to arrange vehicles (Sedan/Premium Sedan/MUV/SUV/Premium SUV) on a call basis, as and when required under the rate contract as per with the following terms and conditions:

1. Vehicle movement shall be required for the following official trips:

A. For Local trip – Local trip considered up to 50KM of One-way travel or within Nagpur District whichever is higher. Local trips considered such as Mouda, Koradi, Kamptee etc. Payment shall be for hours used x 10KMS or actual used whichever is higher with minimum 6hour's duty/60KMS run.

Examples: if vehicle run for -

1. 3hours and 40KMS – Rate shall be paid for 6hours/60KMS.
2. 4hours and 65KMS - Rate shall be paid for 65KMS.
3. 7hours and 55KMS - Rate shall be paid for 7hours.
4. 8hours and 95KMS - Rate shall be paid for 95KMS.

B. For Outstation trip – Outstation trip considered above 50KM of One-way travel and beyond Nagpur District.

Rate for minimum 200KMS/day shall be paid if the vehicle has run for less than 200KMS in One day. One day means up to midnight 12:00hrs. Beyond 12.00hrs (midnight), it shall be counted as next/second day.

C. Railway Station/Airport – Pick & Drop within Nagpur City limit. Flat rate is applicable irrespective of the distance and start point. Rate for Airport pick/drop is Rs. 539/- per trip and for Railway station pick/drop is Rs. 377/- payable on the submission of bill along with vehicle log-sheet duly signed by user.

Parking, Toll tax, Border Tax etc shall be paid at actual on submission of actual receipt along with monthly bills.

2. Whenever there is a request for vehicle, same should be sent in the minimum possible duration in any case not later than 15mins before the departure.
3. Taxi can be called/ required at any point of the time and the agency should have 24hours service facility. Time schedule has to be strictly followed as instructed. Vehicle should be available on duty on call basis including Sunday & Holiday. It is the responsibility of the service provider to always provide one driver per vehicle as per the requirement, while complying with the Labour Laws.
4. **Only registered taxi (Yellow number plate) in good running condition and latest model (Sedan/Premium Sedan/MUV/SUV/Premium SUV, Not Before 2022 Model) should be deployed which should have valid registration and valid comprehensive Insurance cover.**
5. Drivers engaged should be neatly dressed and disciplined having valid driving license and mobile phone having incoming/outgoing facility.

Chapter-I Scope of work and Terms & conditions

6. Payment shall be released within 45days from the submission of bill. All bills should be supported along with the duty slips signed by the guest/user.
7. The parking charges, toll tax, barrier tax, state border entry tax etc., during BHEL duty, will be paid extra by BHEL on actual against documentary proof along with monthly bill.
8. Agency should strictly follow all the Rules and Regulations of R.T.O.
9. Rates shall be valid & firm for the entire contract period. BHEL General Terms & Conditions shall be applicable for this contract.
10. For administrative reasons, BHEL reserves the right to foreclose the contract at its discretion, at any point of time without assigning any reasons thereof.
11. There shall be no deviation from the terms and conditions. Deviation, if any, shall be amounting to disqualification.
12. Contractor will be responsible for the good conduct of his drivers. In case of any misconduct/misbehavior by any of his taxi drivers on duty, the contractor will replace such driver immediately.
13. Contractor will keep watch on his taxi drivers and he will be liable for any pilferage / loss to BHEL due to acts of omission by his taxi drivers. Similarly, liability for any compensation to outsiders on account of any act of omission by the drivers deployed by the contractor shall lie exclusively with the contractor.
14. The contractor shall be fully responsible for enforcing all safety and other regulations as applicable under Motor Vehicles Act, 1988 and Rules framed there under as in force from time to time.
15. Contract has to ensure that taxi drivers wear a distinct uniform which is to be keep in neat and tidy condition.
16. Contractor has to ensure that all precautions are taken for safety of his drivers and vehicles. All the risk and safety of the vehicle & persons (Including driver) will be responsibility of vehicle owner.
17. The Contractor should see that his drivers keep reasonable money to meet contingency expenditure while travelling local/outstation.
18. **The contractor shall have a nominated help desk supervisor with mobile phone for effective coordination/communication with BHEL for taxi requirement on call basis. The help desk supervisor shall receive vehicle bookings from BHEL-PSWR through e-Mail/Phone etc., and provide vehicles. He shall coordinate and ensure the following:**
 - a. Receive/collect the instruction from BHEL concerned department/person in charge and provide the required vehicles and ensure that taxi drivers get the duty slip duly filled (KMs/Time/Places visited/Users signature) by users of vehicles.
 - b. To inform the details of vehicles arranged (such as vehicle registration number, type of vehicle, drivers name and drivers mobile number) to the users through SMS/phone/e-Mail etc.
 - c. To collect the duly filled in duty slips from taxi drivers and hand it over to BHEL for further processing of the bills.
 - d. To clarify on trip sheet details when sought by BHEL.
 - e. To submit bills in time on monthly basis along with relevant documents.

Chapter-I Scope of work and Terms & conditions

19. Dead KM distance is allowed for max distance up to 07 KMs for conveyance of vehicle from contractor's office/garage to BHEL PSWR-HQ, 5th & 6th floor, 345, Kingsway, Nagpur- 440001 and back from BHEL PSWR-HQ to contractor's office/garage. In case the reporting/release point is other than above, distance from travels to reporting/releasing point at actual KM & hours will be considered from the contractor's office/garage only.

20. **Modality of Award/operation of the Contract:**
BHEL intends to distribute/split the total requirements amongst maximum of two contractors. In case of such distribution of taxi services among two contractors, notwithstanding the rights of BHEL to change the allocation rates, efforts would be made to distribute the work **@60% - 40% ratio** for L2 and the bidder matching L-1 price respectively.
BHEL reserves the right to negotiate the rates with overall L-1 party. The final rates agreed with the L-1 bidder will be offered to L-2, L-3, & onward bidder in order of price competitiveness for price matching/acceptance.
If no other bidder has matched L1 price, the 100% contract shall be awarded to L1 bidder.
BHEL reserves all rights to operate this contract as per Project requirements and its sole discretion.

21. The charges quoted in the tender shall be inclusive of all overhead charges like fuel, Comprehensive Insurance, Payment to staff/driver, vehicle maintenance, GST etc.

22. All the bid received will be scrutinized and only technically qualified offers will be considered for financial evaluation. Technically unqualified bids shall be rejected and at the discretion of BHEL.

23. BHEL reserves the right to accept or reject any bid / all bids or cancel, withdraw the invitation for bid without assigning any reason, whatsoever and in such case no Tour & Taxi Operators / Travel Agencies shall have any claim arising out of such action by BHEL.

24. All tender shall remain valid for acceptance for a minimum period of 90days from date of technical bid opening.

25. EMD waiver is applicable.

26. 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.

27. **Towards selection, control and supervision of taxi drivers/help desk:**

- Contractor has to ensure that the taxi drivers are physically and mentally fit and do not have any criminal record. Such drivers should possess valid driving license and experience. The drivers should be able to communicate in Hindi / English. The drivers of taxis for local trips should have good road knowledge of Nagpur and surrounding areas. The taxi drivers for outstation trips should have road knowledge of Maharashtra & its Outskirt states.
- The contractor has to provide the drivers with mobile phone having incoming/outgoing calls facility.

Chapter-I Scope of work and Terms & conditions

c. The contractor has to provide clean white seat cover and change regularly when required. Contract has to keep napkin/tissue paper in vehicle all the time.

d. The contractor has to ensure to engage the vehicles, with only such drivers who have minimum 2 years' experience in driving similar vehicles with valid and subsisting driving license. The contractor should also instruct and ensure that the drivers follow the following genuine ethics:

- To keep the vehicle neat and clean daily / timely before reporting to the duty.
- To allow the passengers to get inside the vehicle and later only he should enter into car.
- To open and close doors for all passengers/customers while boarding and alighting the vehicle.
- Strictly not to smoke / be drunk while on duty.
- Strictly not to use mobile phone while driving the vehicle.

28. **Towards statutory liability:**

- a. The taxis should have compliance with all the provisions of Motor Vehicle Act-1988 (amended by The Motor Vehicles (Amendment) Act, 2019) and rules framed there under as in force from time to time, and fit for hire.
- b. The liability for any compensation on account of injury sustained by a taxi driver/employee of the contractor will be exclusively that of the contractor.
- c. Commercial 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.
- d. The contractor will ensure that all vehicles deployed under this contract agreement, are 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.
- e. 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, servants 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.

29. **Payment to the Contractor:**

- a. Payment to be made to the contractor on the basis of terms & condition of the Contract.
- b. **The parking charges, toll tax, barrier tax, state border entry tax etc., during BHEL duty, will be paid extra by BHEL on actual against documentary proof for official duty to be submitted along with monthly running bills.**
- c. Bills shall be submitted by the contractor along with a monthly Vehicle statement and log sheet which is to be certified by BHEL Official on monthly basis. Payment to the contractor

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will be made within 45 days from the date of submission of bills. All payments will be made through Electronic Fund Transfer (EFT) only.

d. GST charged in the Tax Invoice by the contractor shall be discharged by BHEL to the Government Authority directly under the liability of RCM (5%).

e. Bidder shall note that the GST Tax Invoice complying with GST Invoice Rules (Section 31 of GST Act & Rules referred there under) wherein the 'Bill To' details will as below:

BHEL GSTIN: 27AAACB4146P1ZF

NAME: Bharat Heavy Electricals Limited

ADDRESS: Bharat Heavy Electricals Limited,

Power Sector-Western Region,

5th & 6th Floor, Shree Mohini Complex,

345 Kingsway, Nagpur-440001

f. TDS under Income Tax shall be deducted at prevailing rates on Invoice value excluding GST from the running bills unless exemption certificate from the appropriate authority/authorities is furnished.

30. Towards supply of vehicles & Trip sheets:

a. Contractor shall provide well maintained and road worthy vehicles in good condition only, duly substantiated with valid 'FITNESS CERTIFICATE ISSUED BY RTO' so as to give trouble free service. The vehicles provided will be inspected by BHEL representative or by any other person authorized in this regard and if the vehicles are not found in road worthy condition, the same will be sent back on the condition that replacement should be given within reasonable time.

b. This contract will be in operation on 24 x 7 hours basis throughout the year and the contractor or his nominated Helpdesk supervisor shall be available on call during entire period of this contract for rendering services as agreed.

c. Contractor shall be responsible for the safe, comfortable and timely transport of the passengers/baggage. He shall only be fully responsible for any mishap (i.e. fire or accident, etc.) en-route.

d. The Contractor shall supply the demanded number of vehicles within 15mins of call, and in case of his failure for 3 occasions during the period of contract, he will be deemed to have defaulted in the performance of the contract and in such an event BHEL may terminate the contract forthwith without any intimation in this regard. BHEL reserves the right to engage any other vehicle at the cost and expenses of the contractor.

e. The Bidder should be in a position to supply taxis within 30min. of booking in urgent/emergency cases.

f. The Contractor shall ensure to keep the taxi in full readiness for the entire day's operation in respect of fuel availability and willingness of the drivers to drive the vehicle.

g. The contractor shall replace the taxi in case of a breakdown while in operation within 30 minutes from the time of breakdown and the bill to be prepared should be for one vehicle only. No detention charges will be paid for breakdown. The log/trip sheets shall mention about the breakdown.

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h. Odometer readings are to be noted down by the driver after every trip and get it counter signed by BHEL personnel / user. Logbook for this purpose will be supplied by BHEL.

i. The Contractor is responsible for his drivers to get all the columns in the duty slips filled and signed by the user.

j. The Contractor must ensure that the vehicles are furnished with following:

- The relevant documents like RC Book, driving license of the driver, comprehensive insurance policy, permit and emission test certificate etc.
- A first aid kit with all necessary medicines and allied items should be kept in the vehicle as per the MV Rules and the same shall be subject to inspection by concerned.
- The vehicles should be provided with Audio/FM facility.
- The cars should be provided with additional emergency accessories like Stepony, fire extinguisher, standard toolkit, spare bulb, fuses, fan belt, foot mats and hose pipe etc.

31. **Rights and obligations of BHEL:**

- a. The contractor shall not sub-let any portion of the contract.
- b. In case of loss of original trip sheet, BHEL reserves the right not to entertain the claim.
- c. For administrative reasons, BHEL reserves the right to foreclose the contract at its discretion, at any point of time without assigning any reasons thereof.
- d. In case the contractor does not carry out the contractual obligations or the services rendered by him are found to be unsatisfactory, BHEL shall bring same to his notice and he will be obliged to discharge the obligations and rectify the deficiency / anomaly within specified time failing which BHEL reserves the right to impose the specified penalty.
- e. Notwithstanding the above and other rights of BHEL to deduct Security Deposit, other bills, and take any further action under the contract; the contract may be terminated at any time without any notice and without any liability to pay any compensation whatsoever to the contractor, in case of misbehaviour, disobedience, dishonesty, clandestine insolvency, any court order, non- sanction of road permit or any other related activities on the part of contractor or his drivers/employees deputed under the contract or in case of the failure of the contractor to fulfil the terms and conditions of the contract.

32. **Penalties:**

Notwithstanding other rights of BHEL under the contract:

- a. In the absence from duty of vehicle for whatsoever reason will be considered as no service provided. For such instances, a non-refundable penalty of Rs. 1500/- or the incurred expenditure (Including vehicle & driver) with 5% overhead towards the alternate arrangement will be made by BHEL whichever is higher for every such incident and will be deducted vendor's monthly bill.
- b. BHEL will levy a penalty of Rs.500/- per vehicle per instance on the Contractor if it is found during surprise checking by indenter / transport authorities / any other authorized personnel of BHEL that the odometer of the vehicles supplied is tampered.
- c. BHEL will levy a penalty of Rs.500/- in each such instance wherein the driver engaged by the Contractor, if found in drunken condition / misbehaving while on duty and in such case the Contractor shall replace the driver with immediate effect.
- d. BHEL will levy a penalty of Rs.500/- per vehicle in each such instance wherein the driver engaged by the Contractor, if found or reported by public / customers /

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executives/anyone travelling in the vehicle, to be not following traffic rules, over speeding or rash driving.

- e. BHEL will levy a penalty of Rs.500/- per vehicle in each such instance wherein the Contractor defaults in ensuring the vehicles booked are sent punctually to the designated place and at the stipulated time. The decision of BHEL is final and binding on the Contractor in regard to such default.
- f. BHEL will levy a penalty of Rs.500/- per vehicle in each such instance wherein the Contractor defaults in ensuring the vehicles supplied are usable and filled with sufficient fuel.
- g. BHEL will levy a penalty of Rs.250/- per vehicle in each such occasion wherein the Contractor defaults in ensuring the drivers of the vehicle carrying reasonable money to pay parking/toll charges etc. with them during local trips. BHEL in such instances occurring during outstation trips may not pay the trip bill entirely.
- h. BHEL will levy a penalty of Rs.100/- per vehicle in each such occasion wherein the Contractor defaults in ensuring the drivers of the vehicle in carrying and displaying placard at railway station / airport.
- i. BHEL will levy a penalty of Rs.100/- per vehicle in each such occasion wherein the Contractor defaults in ensuring the drivers of the vehicle in carrying /having mobile phone with at least incoming call facility.
- j. The levy of the penalty as above may be at the discretion of BHEL and it could be levied for many instances together and if it is found that the contractor has defaulted more than 3 occasions during the tenure of the contract BHEL may at its discretion terminate the contract and forfeit Security Deposit.
- k. The decision of the BHEL regarding interpretation of any terms and conditions set forth in this Tender Document shall be final and binding on the bidder/ contractor.

33. Duration of the contract:

The duration of the contract shall be 24 Months from the date of award of work. The contract may be extended for three months on same rates on mutual consent.

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BOQ: Rate Calculation Sheet of Items

Scope: RATE CONTRACT FOR PROVIDING TAXI SERVICE ON REQUIREMENT BASIS AT BHEL NAGPUR OFFICE FOR 2 YEARS									
Vehicle Type & Rate									
Sl. No	Particulars	(1) Sedan (Amaze/Dzire/Ti gor or similar) with AC	(2) Premium Sedan (Ciaz/Honda City or similar) with AC	(3) SUV/MUV (Ertiga/Brezza/Sco rpio/XL6) or similar) with AC	(4) Premium SUV (Innova Toyota/Fortuner or similar) with AC				
A	WITH IN NAGPUR (LOCAL DUTY)	Rs. <u>Base rate per KMS (A1)</u>	Rs. <u>____/- per KMS (110% of A1)</u>	Rs. <u>____/- per KMS (110% of A1)</u>	Rs. <u>____/- per KMS (125% of A1)</u>				
		Bidder to Quote this price in Vol-II- Price Bid							
B	OUTSTATION TRIP	Rs. <u>____/- per KMS (80% of A1)</u>	Rs. <u>____/- per KMS (90% of A1)</u>	Rs. <u>____/- per KMS (90% of A1)</u>	Rs. <u>____/- per KMS (100% of A1)</u>				
C	Airport Drop / Pickup	Rs. 539/- per trip							
D	Railway Station Drop/Pickup	Rs. 377/- per trip							
	Note:								
1.	Bidder is required to quote only Base rate per km in Rs. (A1) in Vol II Price bid								
	.								
2.	Bidder to quote the rate exclusive of GST								
3.	Bidder is required to quote only Base rate per km in yellow highlighted cell. . The rest values shall automatically derive.								
4.	Agency to quote in Row "A" col No.1 only. Agency to calculate themselves the figures for Col No. (2) to (3) for their information.								
5.	All rates shall be rounded off to the nearest paisa								

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Tentative Frequency of Trips considered per month:

I. Local Duty: For minimum 6hrs/60KM duty.

- a) Sedan Type – 10 trips
- b) Premium Sedan – 02 trips
- c) SUV/MUV – 02 trips
- d) Premium SUV – 02 trips

II. Outstation Duty: For minimum 200KMS/day duty.

- a) Sedan Type – 4 trips
- b) Premium Sedan – 02 trips
- c) SUV/MUV – 02 trips
- d) Premium SUV – 02 trips

III. Airport Pick and Drop: 15 trips.

IV. Railway Station Pick and Drop: 10 trips.

Note: Above requirements are tentative, however vehicles shall be called on actual requirement basis.

ANNEXURE-A

Details of the various types of vehicles under the disposal of the bidder for deployment as Taxis (**Xerox copy of RC books to be enclosed**). In case the space provided is not sufficient, the bidders may use additional sheets for furnishing complete information.

DETAILS OF VEHICLES :-

S.No	Type of vehicle	Regn. No.	Year of Regn.	Whether registered as taxi (Yes/No)	Fitness Certificate (Available or not)	Comprehensive Insurance Validity date
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

Note: Use additional sheet if required however details as per minimum requirement of 05Nos. Vehicle to be mentioned.