

**BHARAT HEAVY ELECTRICALS LIMITED****Central Foundry Forge Plant, HARIDWAR****Phone: 01334-281347, 285469****NOTICE INVITING TENDER (NIT)****(Open Tender)**

We, Bharat Heavy Electricals Limited, a Govt. of India Undertaking under the administrative control of Ministry of Heavy Industries, invites offer from the contractors through **open tender** in CFFP, BHEL Haridwar, in **two part** bid in sealed envelope from reputed & experienced bidders for the subject job as per the tender document. Following points relevant to the tender may please be noted and complied with

Name of Work	Works Contract for Taxi Hiring.
NIT No	FF:21:MTP:RM:HC:01:049
Date of Issue of NIT	21.10.2021
Type of bid	<i>Two Part Bid.</i> (Techno-commercial & Price Bid)
Period of Work	24 Months
NIT Value (Rs.)	48.09 lakh
GST	GST extra as applicable.
Tender Document Cost	NIL
Amount of Earnest Money Required (Rs.)	NIL
Security deposit (SD)	5% of the contract value.
Last date and time of Receipt of Tender	06.11.2021, 01:55 PM
Date & Time for opening of Technical Bid	06.11.2021, 02:00 PM
Splitting of Work	NO
Reverse Auction (RA)	Yes, as per RA guidelines available on www.bhel.com.
Place of opening of Tender	<i>Tender Room, Back Side of Main Administrative Building, CFFP, BHEL, Haridwar-249403 (Uttarakhand)</i>
Contact Detail	Shri- NIRAJ KUMAR GAUTAM, Sr. MANAGER-(WCX, WW & PMG) Contact Address: WCX, PMG OFFICE, CFFP, BHEL Haridwar Email: nirajkumar.gautam@bhel.in , singhr@bhel.in Phone: 01334-28-1347, 01334-28-5469 Fax: 01334-28-1862

Note:

1. Full set of Tender document may be downloaded from websites (<https://hwr.bhel.com>), <https://www.bhel.com>, & <https://eprocure.gov.in>.)
2. **Tender may be cancelled at any stage without assigning any reason thereto.**
3. For electronic fund transfer to BHEL, Bank account is-

BHEL CFFP

SBI A/C No.: 10667995469

IFSC Code: SBIN0000586

Sector 5, BHEL Ranipur Haridwar

4. **Envelope wise details:**
 - i **Envelope -1#** (Technical Bid) shall contain ANNEXURE- I, II, III, IV, V, VI & VII (duly filled, signed and stamped on each page) along with supporting documents and EMD.
 - ii **Envelope-2** (Price Bid) shall contain duly filled, signed and stamped Price Bid format only (Annexure-VIII). The word **“Price Bid”** must be clearly mentioned on the envelope containing price bid.
 - iii **Envelope-3** shall contain Envelope-1 & Envelope-2.

Following shall be subscribed on the Envelopes

(a) TENDER DOCUMENT NO.: **FF:21:MTP:RM:HC:01:049**, and Tender opening Dated: 06.11.2021.

(b) “NAME OF THE COMPANY WITH FULL ADDRESS”

CFFP, BHEL will not be responsible and will not accept late tender for any delays on account of postal delays, loss of documents, etc.

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GENERAL TERMS & CONDITIONS OF CONTRACT

01. DEFINITIONS:

In these general conditions of contract, the following terms shall have the meaning hereby assigned to them except where the context otherwise requires: -

- (a) The "CONTRACT" means the documents forming the tender and acceptance thereof and the formal agreement if any, executed between the Bharat Heavy Electricals Ltd., Central Foundry & Forge Plant, Haridwar and the contractor together with all the documents referred to therein including General and Specific terms & conditions of contract, specifications, designs etc. All the documents as applicable taken together shall be deemed to form one contract and shall be complementary to one another.
- (b) The "TENDER DOCUMENT" means the form of tender as applicable vide and / or General and Specific Conditions of contract, and the specifications and/or drawings as given to contractors for the purpose of preparing their tender including "Notice Inviting Tender".
- (c) The "SITE" or "SHOP" means the land and/ or other place on into or through which the work is to be executed under the contract or any adjacent land, part or structure which may be allotted to or used for the purpose of carrying out the contract.
- (d) The "CONTRACTOR" means the individual firm or company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the person(s) composing the firm or company and the permitted assigns of such individuals or firm or company.
- (e) The "EXECUTIVE IN-CHARGE" means any Executive deputed by BHEL to supervise the execution of work or part thereof.
- (f) The "TIME OF COMPLETION" is the date or dates for completion of the work or any part of the work as set out in or ascertained in accordance with the individual work or the tender documents or any subsequent amendments thereto.
- (g) "PPE's" Personal Protective Equipment - Specialized clothing or equipment worn by workmen for protection against health and safety hazards.

02. DOCUMENT SUBMISSION: -

- i) All documents / annexures submitted with the offer shall be properly attached with the respective sections and pages serially numbered e.g. 1/24, 2/24 and so on. BHEL shall not be responsible for any missing documents.
- ii) Offer & documents submitted along with offer shall be signed & stamped in each page by contractor's authorized representative. No overwriting / correction in tender documents by bidders shall be allowed. However, if correction is unavoidable, the same may be signed by authorized signatory.
- iii) The representative of the Bidder may choose to witness the Tender opening and have to produce the Authorization Letter in the tender room, before opening of the Tender. The representatives without Authorization Letter will not be allowed to participate in the Tender opening.

03. AUTHORIZED SIGNATORY: -

The selected bidder shall submit at the time of signing the contract, authorization from Proprietor/Competent authority authorizing an official or officials of the company to discuss, sign agreements/ contracts with BHEL.

04. CHANGE IN CHARACTER OF THE BIDDER: -

In the event, wherein there is any change in the character of the contractor's firm by means of change in structure or the transfer of ownership of the firm, the firm has to inform BHEL well in advance with proper documents that the new entity shall be contractually accountable to BHEL for the contract signed by the original firm. BHEL decision in this regard shall be final and binding on the contractor.

05. OWNERSHIP OF MULTIPLE COMPANIES/ FIRMS: -

To maintain the fairness in bidding, two or more firms with same ownership or agent cannot participate in same tender. In such cases the BHEL has right to cancel/reject the offer/order at any stage.

06. WORKS TO BE CARRIED OUT:

The contractor shall arrange all labour, materials, tools, plant, equipment & transport which may be required for execution of work as specified in tender enquiry, and in the entire execution of work as per BHEL terms and instructions.

07. DEVIATIONS:

Deviation with respect to tender clauses and additional clauses / suggestions / in Techno-commercial bid / Price bid may not be considered by BHEL. Bidders are requested to positively comply with the same.

08. Validity of offer shall be for a minimum period of 90 days from the date of Tender Opening.

09. TAXES, CESS AND OTHER DUTIES:

All charges on account of taxes, cess terminal or GST and/or other duties on materials obtained for the work (excluding materials provided by BHEL) shall be to the contractor's account.

10. **LAWS GOVERNING THE CONTRACT:** This contract shall be governed by the Indian Laws.

11. COMPLIANCE TO REGULATION AND BYE LAWS:

The contractor shall conform to the provisions of any statute relating to the work, regulations and bye-laws of any local authorities.

12. ADMISSION TO SITE:

The contractor shall not enter on (other than for inspection purpose) or take possession of the site unless permitted to do so by Executive In-charge. The portions of the site to be occupied by the contractor shall be clearly defined and marked on the site plan, and the contractor will not on any account be allowed to extend his operations beyond these areas.

BHEL reserves the right of taking over, at any time any portion of the site which it requires and the contractor shall at his own expense clear such portion within specified time given by Executive in-charge. The photography of the site of work or any part therein, publishing or otherwise circulation will not be allowed without the prior written permission from the Executive in-charge.

13. CONTRACTORS SUPERVISORS:

The contractor shall either himself supervise the execution of the contract or shall appoint competent authorized representative.

14. LABOUR LAWS TO BE COMPLIED WITH BY THE CONTRACTOR:

- The contractor shall employ labour in sufficient number to maintain the required rate of progress and of quality required to ensure workmanship of the degree required as per the specifications.
- Contractor to ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc. Contractor will be responsible for good conduct of their employees. In case of any misconduct /misbehavior by any employee, the contractor will replace such employee(s) immediately.
- BHEL shall have the privities 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.
- The contractor shall obtain a valid labour license under the Contract Labour (R&A) Act 1970, and the Contract Labour (Regulation and Abolition) Central Rules 1971, before the commencement of the work, and continue to have a valid license until the completion of work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act 1986. The relevant statutory provisions of the State Government of Uttaranchal shall also be applicable in Toto.
- The contractor shall observe provisions of the Factories Act 1948 in respect of working hours, holidays, rest intervals, leaves and overtime etc. Also adhere to the provisions of Employee Provident Fund & Miscellaneous Act 1952, Employee State Insurance Act 1948, Minimum Wages Act 1948,

Payment of Bonus Act 1965 and provisions of all other such Acts applicable and issued from time to time.

- Any failure to fulfill this requirement shall attract the penal provisions of the Contract arising out of the resultant non-execution of the work.

15. ACCOMMODATION FOR LABOUR:

The contractors shall arrange accommodation for the work people at his own expenses during the progress of the work. BHEL will not provide any accommodation or place for accommodation to the contractor.

16. MEDICAL EXPENSES:

The contractor shall arrange all the medical expenses of its labour through ESI or at his own.

17. MOBILIZATION PERIOD:

The mobilization period shall be from the date of issue of Work Order or as specified by BHEL.

18. TOOLS AND PLANTS(T&P) AT SITE:

The contractor, shall at his own expense, supply all tools plants and equipment (herein after referred to as T & P) required for the execution of the contract other than those listed in Bill of quantity, which subject to their availability may be given by BHEL on hire basis to the contractor or issued free for use in execution of the work, as specified in the tender documents.

19. SAFETY AND SECURITY:

- a. The contractor shall ensure proper safety of all the workmen, materials, plant and belonging to him or to BHEL or to others, working at or near the site. The contractor shall also be responsible for provision of all safety notices and safety equipment required both by the relevant legislation and the Executive in-charge as he may deem necessary for execution of job.
- b. The contractor shall adopt adequate safety measures and use of protective clothing by all the workmen at site whether engaged or not in actual of work or supervision thereof. The contractor shall ensure that the workmen on site, use appropriate PPE's which is necessary for the health & safety of workmen.
- c. The contractor shall be responsible for safety arrangements of all equipment and PPE's to be used in connection with the execution of the work and shall ensure employment of only trained person to operate the equipment. Only tested equipment, tools, wires, ropes etc. shall be used and shall periodically be tested to the satisfaction of the BHEL. All test certificates shall be made available to the BHEL at site as and when required. The PPE's and equipment provided by contractor shall comply with BHEL specifications/standards which may be taken from safety department of BHEL.
- d. The contractor shall ensure provision and maintenance of lights, guards, fencing with gates and watching when and where necessary or required by the BHEL or by any one duly constituted authority for the protection of the work and / or for the safety and convenience of the public or others.
- e. The contractor shall abide by all security regulations at site by the BHEL from time to time. The contractor shall provide identity badges to their personnel and workmen, which must be properly displayed by them at site.
- f. The contractor and his personnel / workmen shall be subject to security check by BHEL's own security personnel or CISF (if engaged by the BHEL) for the overall protection of the project.
- g. In case any accident occurs during the construction/ erection or other associated activities undertaken by the contractor thereby causing any minor or major or fatal injury to his employees due to reason whatsoever, it shall be the responsibility of the contractor to promptly inform the same to BHEL Executive in-charge in prescribed form. The contractor will be responsible for all pecuniary liability if any under such circumstances. Contractor shall take all statutory and regulatory approvals and comply with all formalities before start of work for safety and security.
- h. Medical examination of contract employees to be carried out by contractors as per statutory rules and regulations.
- i. Work permit system shall be complied for work at height/excavation/ confined space and other work as per BHEL requirement.
- j. Contractor shall abide specific health and safety requirement as per statutory norms.

- k. The contractor shall ensure/review aspects of appropriate activity hazard analysis and establish safe work procedure.

20. CANCELLATION/SHORT CLOSURE OF CONTRACT:

In case of non fulfilment of conditions by contractor or otherwise, BHEL reserves the right to cancel the contract at any stage by giving 30 days' notice.

BHEL also reserves the right to short close the contract at any stage giving 30 days' notice to the contractor without assigning any reasons thereof.

21. SUSPENSION OF BUSINESS DEALINGS WITH CONTRACTORS: -

In order to protect the commercial interests of BHEL, it becomes necessary to take action against suppliers / contractors by way of suspension of business dealings, who either fail to perform or are in default without any reasonable cause, loss of business / money / reputation, indulged in malpractices, cheating, bribery, fraud or any other misconducts or formation of cartel so as to influence the bidding process or influence the price etc. Guide- lines for Suspension of Business Dealings with Suppliers / Contractors shall prevail over which is available at BHEL website <http://www.bhel.com>

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 www.bhel.com.

22. INSPECTION AND RECORDS:

The contractor shall supervise the work quality through qualified deployed manpower so as to ensure that the Works under this contract are carried out entirely to the quality standards of BHEL.

23. VARIATION OF PRICE: No escalation in cost/price variation will be permitted during the contract period unless the same is specified in the tender.

24. OBLIGATION: -

(A) OBLIGATION OF THE CONTRACTOR

I. CONTRACTUAL

- i. The Contractor shall ensure that adequate no. of workmen is deployed for execution of the work awarded to him for ensuring uninterrupted working.
- ii. The authorized representative of The Contractor shall be available at all time to supervise the work allotted to him.
- iii. The Contractor to ensure that the workmen deployed in the premises of BHEL are physically and mentally fit and The Contractor should ensure that all the workmen who are not regular employee of The Contractor are having Police Verification. Such workmen should possess requisite skill & experience.
- iv. In case of any misconduct/misbehavior by any workman, The Contractor will replace such workmen immediately.
- v. It will be responsibility of The Contractor to provide all necessary resources (man and machineries) as may be required, to perform the scope of work. BHEL shall issue necessary plant passes to The Contractor employees and its Contractor's workmen deployed for carrying out the job.
- vi. The Contractor will be liable for any pilferage/loss to BHEL due to acts of omission and commission by their workmen, if the reasons for such act is attributed to the Contractor
- vii. The Contractor should ensure proper maintenance and safety of all their equipment along with spares and consumables, material and plants belonging to him or to BHEL. The Contractor shall be responsible for enforcing all safety rules and regulations as per applicable statutory requirements at the work place and as notified from time to time.
- viii. The Contractor shall ensure that all their workmen wear the required PPE (personnel protective equipment) while working on the jobs. The Contractor shall ensure all safety precautions for prevention of accidents of their workmen.
- ix. The contractor shall ensure payment of minimum wages (as notified) to the contract labour deployed by him.

- X.** The contractor shall ensure payment of wages to their labours latest by 7th date of the following month.
- xi.** In case of any accident, it will be the sole responsibility of The Contractor to provide necessary medical aid to their injured workman and liaison with the concerned authorities i.e. ESI etc.
- xii.** The Contractor will be responsible for up keeping and maintenance of all tools & tackles issued to them. Any loss or damage of the same will be recovered from The Contractor.
- xiii.** In the event of termination of contract for any reason whatsoever The Contractor shall withdraw all their workmen from the premise of BHEL within the specified period. In case The Contractor decides to terminate services of their workmen, The Contractor should settle all terminal dues and shall indemnify BHEL against all such claims.

II. TOWARDS STATUTORY LIABILITY

- i.** The Contractor shall comply with all statutory requirements, rules regulations, and notifications in relation to employment of their workmen issued from time to time by the concerned authorities.
- ii.** The Contractor shall keep BHEL indemnified against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with workmen deployed by him.
- iii.** The liability for any compensation on account of injury sustained by any workman of The Contractor will be exclusively that of The Contractor.

(B) OBLIGATION OF M/s BHEL

I. FACILITIES TO BE PROVIDED BY CFFP, BHEL, (free of cost unless otherwise specified):

- i.** Space inside CFFP's premises for execution of work.
- ii.** Power supply for execution of work as per work requirement.
- iii.** In case any facility used by contractor, the same will be charged in running bills.

25. SPLITTING THE WORK: -

Splitting of work shall be done as mentioned in the tender enquiry (NIT). Splitting shall be done only if there are three or more qualified bidders (N), the distribution shall be limited to (N-1) qualified responses. Rates of L-1 bidder, as finalized, shall be counter offered to the other bidders in case of splitting of order. In case any bidder(s) do not accept the L-1 rates, the counter-offer may be extended to other bidders.

26. EARNEST MONEY DEPOSIT

(a) Vendor is required to deposit the EMD as specified in NIT.

(b) EMD shall not carry any interest.

(c) Modes of deposit:

The EMD may be accepted only in the following forms:

- (i) Cash deposit as permissible under the extant Income Tax Act (before tender opening) or any other Act/ Regulation.
- (ii) Electronic Fund Transfer credited in BHEL account (before tender opening)
- (iii) Banker's cheque/ Pay order/ Demand draft, in favor of BHEL (along with offer).

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) Forfeiture of EMD

EMD by the Tenderer will be forfeited as per NIT conditions, if:

- i) 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.
- ii) The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.
- (e) 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 guidelines.

- (f) EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of award of work.
- (g) EMD of successful tenderer will be retained as part of Security Deposit.
- (h) EMD deposited in any modes other than specified at (c) above shall lead to cancellation of the offer.

27. SECURITY DEPOSIT(SD):

The contractor shall furnish the security deposit immediately on issue of the Letter of intent/ work order and before the commencement of work.

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

Security deposit may be furnished in any one of the following forms:

- i. Cash (as permissible under Income Tax Act) or any other Act/ Regulation.
- ii. Pay order, Demand Draft in favor of BHEL.
- iii. Local cheques of scheduled banks, subject to realization
- iv. Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
- v. Securities available from Post Offices such as National Saving Certificates, Kisan Vikas Patras, etc. (certificates should be held in the name of Contractor furnishing the security and duly pledged in favor of BHEL and discharged on the bank).
- vi. Fixed Deposit Receipts issued by scheduled Banks/ Public Financial Institution as defined in the Companies Act. The FDR should be in the name of contractor, A/c BHEL, duly discharged on the back.
- vii. Security deposit can also be recovered at the rate of 10% of Security amount from the running bills. However, in such cases at least 50% of the security deposit must be deposited before start of work and balance 50% may be recovered from the running bills.
- viii. EMD of the successful Tenderer shall be converted and adjusted against security deposit.
- ix. The security deposit shall not carry any interest.

28. BANK GUARANTEE:

In case the bank guarantees are required to be deposited towards security deposit/performance guarantee or for any other purpose as per the terms of the tender enquiry, such bank guarantees of the requisite value in the denominated currency of the purchase order should be from one of the Indian branch of BHEL consortium banks and the bank guarantee should be in the ` as prescribed by BHEL. The proforma of bank guarantee and the list of consortium banks are displayed at BHEL website www.bhelhwr.co.in. However, in case the bank guarantee is not from BHEL consortium banks, then the bidder has to get the bank guarantee confirmed from one of the Indian branch of BHEL consortium banks and the bank charges for such confirmation will be borne by the bidder.

29. REFUND OF SECURITY DEPOSIT:

Security Deposit shall be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract.

30. GOODS & SERVICE TAX: -Bidder has to specify the following in their techno-commercial bid (part I bid in case of two part bid):

- I. a) Legal Name of the bidder as in GST registration, GST registration No., State, Place of business, category of registration under GST i.e. Registered dealer / Unregistered dealer/ dealer opted for Composition Scheme,
- b) HSN (Harmonized System Nomenclature)/ SAC (Service Accounting Code), description of Goods/Services and applicable IGST/ CGST/ SGST rate and any other statutory levy, if any, for each item of Goods or Services.
- II. a) Unregistered Dealer - In case of unregistered dealer, if GST will have to be paid by BHEL under reverse charge mechanism, the same shall be added to the quoted price for evaluation bid.
- b) Dealer opting for Composition Scheme - In case of registered dealer, who opt for composition scheme at the time of submission of bid, no GST will be payable to the bidder and also same will not be considered for evaluation of bid. Dealer has to declare in technical bid that no GST is shown separately in price bid. However, in case at the time of actual supply, the bidder charges GST at

normal rate, the same shall be reimbursed subject to the availability of GST credit to BHEL. In case GST credit is not available to BHEL, no GST will be payable to the bidder.

- III.** Reimbursement of GST shall be made by BHEL-Haridwar on matching of Contractor inputs as mentioned below at GST portal and after ensuring of availability of input credit to BHEL, Haridwar. Hence, Contractor has to ensure compliance as follows: -

- a) Timely raising & submission of GST compliant Invoices
 - b) Timely receipt of GST
 - c) Timely and correct payment of applicable GST by supplier/contractor
 - d) Timely filing of return
 - e) Compliance of other applicable provisions on supplier/contractor has to also give consent to accept payment of tax after such matching in all cases where bills are submitted directly to BHEL.
- IV.** In the event of any disallowance of input credit (including reversal of credit) or applicability of interest or arising of any other financial liability on BHEL-Haridwar due to any default of supplier/contractor under GST such as non/delayed receipt of Good/Services, delayed raising & submission of invoices, delayed payment of tax, non/wrong declaration of sale by Contractor in return etc. or any other reason not attributable to BHEL, such implication shall be to supplier's/contractor's account and will be deducted from bills.
- V.** In case of Liquidated damage (LD) recovery, the applicable GST shall also be recoverable from the suppliers. TDS or any other tax on GST shall also be deductible as per prevailing Acts/regulations.

31. PAYMENT TERMS AND PAYMENT PROCEDURE:

Payments will be made to the contractor on successful completion of work on production of bills/ Invoice. The contractor has to submit Monthly Bill, Measurement Book with all necessary documents duly signed by the authorized persons to the concerned department.

Payment shall normally be released every month within 15 days from the date of submission of clear bills along with all supporting documents.

Payments will be made through e-payment system after deduction of Income tax at source as per Income Tax Act. Irrespective of the running payments made by BHEL at different stages, the Contractor shall be entitled to the payment upon successful completion of the works as per the contract only.

BHEL shall have no payment obligation for the period of Force Majeure/ Reasons beyond the control of any party.

32. PENALTY CLAUSE

Because of delay attributed to contractor, the contractor fails to complete work on or before the scheduled date of completion, a penalty amount equal to 0.50 percentage of the contract value/ unexecuted portion (as applicable) for every week of extension sought beyond the scheduled date of completion up to max. 10 % of the contract value shall be imposed on contractor. Such amount may be adjusted or setoff against any sum payable to the contractor under this or any other contract.

No penalty shall be imposed on contractor for the period of Force Majeure/ Reasons beyond the control of any party.

33. RECOVERY FROM THE CONTRACTOR:

Whenever under the contract any amount becomes recoverable from the contractor, the same may be deducted from any sum then due or which at any time thereafter may become due to the contractor under the contract or under any other contract with BHEL or from his security deposit, or he shall pay the claim on demand.

34. RISK PURCHASE CLAUSE: -

In case of delays in supplies / defective supplies/ incomplete work or non-fulfilment of any other terms and conditions given in Work Order, BHEL may cancel the work Order in full or part thereof and may also make the procurement of such material/service from elsewhere / alternative source at the risk and cost of the supplier/contractor. BHEL will take all reasonable steps to get the material/service from alternate source at optimum cost. If bidder does not agree to the above Risk Purchase Clause, BHEL reserves the right to reject the offer. In the eventuality of Risk Purchase,

appropriate action will be taken as per BHEL extant rules. This will be without prejudice to any other right of BHEL under the contract.

35. BENEFITS TO MSE BIDDERS: -

MSEs shall be exempted from payment of Earnest money & tender cost at the time of tender deposit. However, there is no exemption of security deposit submission.

Benefits to MSE bidders as applicable shall be given as per rule upon submission of Udyam Certificate along with certificate from Chartered Accountant or any other applicable document.

No benefits shall be applicable for that particular enquiry if the required documents are not submitted before price bid opening.

36. BENEFITS UNDER MAKE IN INDIA: -

Benefits under make in India order 2017 and subsequent shall be extended as per rules if applicable.

37. SETTLEMENT OF DISPUTES/ ARBITRATION

In all cases of dispute, the matter shall be referred for ARBITRATION by sole arbitrator to be appointed with mutual consent of the parties. BHEL shall suggest 3 names out of which the contractor will have to select the arbitrator. The award of the Arbitrator shall be final and binding on both the parties. The place of Arbitration shall be Haridwar.

JURIDICTION: The courts of Haridwar, India, shall have exclusive jurisdiction

38. FORCE MAJEURE CLAUSE

Notwithstanding any other thing contained anywhere else in the contract in case the discharge of obligation under the contract by either party is impeded, neither party shall be considered in breach of the contract to the extent that performance of their respective obligation is prevented by an event of Force Majeure that arises after the effective contract date.

In the above clause, Force Majeure means an event beyond the control of the parties to the contract which prevents a party from complying with any obligation of the contract including but not limited to:

- a) Act of God (Such as but not limited to earthquake, drought, tidal waves, floods etc.).
 - b) War (whether war be declared or not), Hostilities Invasion, Act of foreign enemy etc.
 - c) Rebellion, revolution, insurrection, civil war etc.
 - d) Contamination of Radio Activity from any nuclear fuel or from any other nuclear waste or any other hazardous materials.
 - e) Riots, commotions, strike unless restricted to the employees of supplier.
 - f) Acts of terrorism.
 - g) Change in law/ Regulation making the performance impossible.
- The party claiming to be affected by force majeure shall notify the other party in writing immediately without delay on the intervention and on the cessation of such circumstances.

39. FRAUD PREVENTION POLICY: -

The Bidder along with its associate / collaborators / 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 fraud or suspected fraud as soon as it comes to their notice". Fraud Prevention policy and List of Nodal Officers shall be hosted on BHEL website, vendor portals of Units / Regions intranet

40. EVALUATION IN CASE OF MORE THAN ONE L-1 BIDDER: -

In the course of tender 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 the 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 to the bidders.

41. QUOTED RATES: -

Rates should be quoted as per the Price Bid. Rates quoted in any other form will not be accepted and is liable to be rejected.

- a) If, in the price structure quoted for the required goods / services / works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail as above.

42. REVERSE AUCTION: As mentioned in NIT. “BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among all the techno-commercially qualified bidders.

Price bid of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders on 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.”

Special Terms & Conditions

1. **Lowest Bid Criteria:** Lowest bidder will be decided on total hiring charges of all segment of vehicle based on estimated requirement and running for one year. Fixed rate for all segment of vehicles is to be quoted separately for each category. Running rate quoted will be same for all segment of vehicles. Total hiring charges will include both fixed cost as well as running cost and applicable GST. Estimated requirement of taxi and average running per day, for each segment of vehicles, is mentioned in price bid.
Taxi provider has to **quote rates based on Diesel vehicle only** in price bid. At any stage of tender execution, if vehicle provided is other than diesel based vehicle, then running rate will be charged based on Evaluation Criteria & Terms of Payments, clause 19 l. (Special Terms and Conditions). The daily fixed rate for hiring in each segment shall remain same.
2. **Driver:** The Taxi provider shall provide experienced drivers with adequate knowledge of reading, writing and spoken English / Hindi having knowledge of different routes as well as minor maintenance/minor repair of Taxi and holding valid **commercial driving license**. The drivers deputed for duty should be polite and courteous and must possess positive attitude in discharging their duty. The reporting time, place, address etc. should be strictly followed by Taxi provider through driving staff. The Taxi provider must also provide a **mobile phone** to the driver sent for duty and intimate the same along with mobile no. to BHEL.
 - **Uniform:** All the drivers must be well/neatly dressed in Shirt & Pant with shoes and must have their ID issued by Taxi provider's firm.
 - **Conduct:** The Drivers should be polite and well behaved. Chewing of tobacco, smoking and drinking while on duty is prohibited and shall be treated as misconduct.
 - A driver who has been **CHALLANED** more than twice in a year for offences like red light jumping, violation of lane discipline or allowing unauthorized person to drive cannot be employed. A driver who has been challaned even once for the offence of over speeding, drunken driving and dangerous driving etc. cannot be engaged.
 - **Police Verification & Medical Fitness:** Taxi provider must maintain a valid police verification of all his drivers being deputed for services under contract. Also, Taxi provider shall maintain valid medical examination of all his drivers from time to time (annually).
3. **Vehicle Condition:** The Taxi provided by the Taxi provider must be in excellent running condition, should be neat and clean with seat covers, towels (large & small), hand rest on back seat, perfumes, first aid box, A/c-Heater ready, etc. and must have proper and complete documents. The Taxi should comply strictly with the provision of pollution control in line with the directions of Supreme Court from time to time and should also comply with statutory regulations issued by State Transport Authorities / Central Govt. BHEL shall in no way be responsible for any liability arising due to non-compliance of statutory requirements / regulations w.r.t the vehicle(s) as well as the driver(s).
4. **Intimation Time:** The requirement of taxi(s) to be hired by BHEL shall be based on 'as & when required' basis, depending upon the requirement and need, and same shall be intimated to the taxi provider/driver **minimum two hours before the start of duty**. In case of non-availability of Taxi due to sudden breakdown / accident / rejection or any other cause, it will be the responsibility of the Taxi provider to provide same or equivalent segment vehicle from any other source(s) without any delay.
5. Trip sheet for the taxis engaged on daily / regular basis will be provided by Auto Pool, CFFP. The Taxi provider shall maintain the trip sheet or order form taxi hiring and get it verified by auto pool, CFFP. It should be signed by the driver as well as countersigned by Auto-Pool / User at the end of each journey OR daily which would indicate the details such as opening and the closing meter reading, point of starting & ending of the journey, route detail, date, time of release etc.
6. **Maintenance:** All repairs & maintenance, during journey/duty shall be responsibility of Taxi provider. BHEL shall not bear for any vehicle maintenance related activity.
7. **Fuel Tank:** Fuel level in the fuel tank of the vehicle is to be kept sufficient for the journey of at least 200 kms. Time consumed and distance travelled in intermediate refilling of the fuel shall not be taken into account.

8. Any change in the Taxi, hired for particular duration / service/ duty is not permissible except due to breakdown or repair / service. Similarly, change in the driver for whatever reasons will not be acceptable. However, in case the Taxi provider is constrained to replace either the Taxi or driver, prior permission should be taken from Auto-Pool as well as inform to user and Auto Pool about the change.
9. BHEL reserves the right to verify the correctness of any of the document like GST registration no., Taxi Registration / fitness/ Insurance, etc. submitted by the taxi provider and also the fleet.
10. The Taxi provider shall furnish under taking about the vehicles being free from all encumbrances.
11. The Taxi provider shall not appoint any sub-provider/sub-agency to carry out any obligation under the contract, however in case of exigencies, service(s) may be arranged through other sub-provider/ sub-agency on Taxi provider's responsibility.
12. Taxi provider should have his office or branch office within 10 kms from BHEL Haridwar, and provide at least two contact numbers & email-ids of his local representatives / employees, who shall provide / monitor the service / backup arrangement and attend any complain or information regarding the contract/service during the contract period on 24x7 basis.
13. All conflict or complaints must be resolved through Taxi provider's representative. In case of any query or problem, driver will intimate his representative or report in Auto Pool only. Any communication by driver with User / Customer is prohibited.
14. The Taxi provider shall comply with all the statutory provisions as laid down under various Labour Laws/ Acts/ Rules like Minimum Wages, Provident Fund, ESI, Leave, Bonus etc. as enforced through Labour Laws/ Acts/ Rules from time to time, at his own cost. In case of violation of any such statutory provisions under Labour Laws or any other law applicable, by the taxi provider / contractor, there will not be any liability on the BHEL. BHEL can verify documents related to compliance of Laws/Acts as mentioned above, at any point of time. The contractor is bound to produce relevant documents, upon asking. The contractor shall be responsible for compliance to all such rules/acts and shall absolve BHEL of any consequences arising out of non-compliances of any or all such rules/acts.
15. **Rate & Price Variation:** In case of award of contract, the daily fixed rate for hiring in each segment, shall remain same for a period of 24 months i.e. the entire period of contract. However, price variation due to increase / decrease in the price of fuel shall be applicable as follows: -
 - a) For Diesel based vehicle – Increase / decrease by Rs. 0.10/- per Km of running rate for each Rs. 1.8/- increase / decrease respectively in diesel rate, from base rate of diesel. Base rate of diesel for this tender is Rs. 90/- per litre. Rate of diesel (at IOCL filling station, Haridwar) on 15th day of the month will be considered for calculation of running rate for all the segments of vehicles based on diesel hired in that month.
 - b) For CNG based vehicle – Increase / decrease by Rs. 0.10/-per Km of running rate for each Rs. 1.8/- increase/ decrease respectively in CNG rate, from base rate of CNG. Base rate of CNG for this tender is Rs. 65/- per Kg. Rate of CNG (at Haridwar Natural Gas Pvt. Ltd.) on 15th day of the month will be considered for calculation of running rate for all the segments of vehicles based on CNG hired in that month.
16. **Validity of Contract:** Initially the work order shall be allotted for one year, that is, twelve months. Upon fulfilment of all terms & conditions as well as satisfactory performance of the service, the order will be extended for another twelve months on the same Rates and Terms & Conditions.
17. **Termination of Contract:** If at any time the Taxi provider defaults in proceeding with the work with due diligence and continues to do so or commit any fault in complying any of the tender terms and conditions especially indicated in Penalty Clause at Sl. No. 20 even after the notice in writing is given, BHEL may, without prejudice to any other right of BHEL, to remedy which shall have accrued or shall accrue thereafter to BHEL, terminate the contract by giving 15 days' notice in writing. The notice will be deemed to have been served as and when sent to the address given in the tender.
18. The Taxi provider will ensure the **plant permission** of Taxi along with driver(s) (if required) including on Sunday & Holiday. Any inconvenience to the passenger must be informed to the Auto Pool urgently.

19. Evaluation Criteria & Terms of Payments for Journeys:

i. The payment for journeys will be regulated on the following basis:

- a. Payment will be done as per Payment terms and payment procedure (General Terms and conditions)
- b. No advance money will be paid under any circumstances.
- c. Taxi hired in all the segments to be billed on monthly basis.
- d. Bills (in triplicate) along with trip sheets / order form taxi hiring duly signed by contractor and user should be sent to Auto Pool, CFFP, BHEL Haridwar. It should be ensured that there is no overwriting in the trip sheet / order form taxi hiring. Trip sheet without signature of Auto-Pool In-charge at the specified places shall not be accepted for payment.
- e. Night charges (@ Rs. 150/- per night) shall be admissible only in case of duty detained beyond 12:00 midnight and beyond 12 hours duty for taxis hired under segment 4 only.
- f. In case of pre-intimated one-way pick / drop duty, total Journey kms shall be counted as 1.25 times of one side travelled distance.
- g. In case of hill route, journey kms shall be counted as 1.25 times of actual distance covered in hilly area only.
- h. All maintenance cost, charges of fuel, road tax, Challan, driver's expenditures like: meal/ boarding/ lodging, overtime of driver, phone charges etc. are the responsibility of the Taxi provider and will be borne by the Taxi provider.
- i. All expenditures incurred during journey like; parking, taxes, fuel, driver's meal/ lodging, maintenance shall be arranged by driver himself. However parking & toll taxes/ interstate taxes shall be reimbursed on actual basis by BHEL on submission of original receipts along with monthly bills.
- j. Taxes shall be paid on actuals by BHEL as per government rule.
- k. Tax Deduction at Source: Tax shall be deducted at source from the running bill as per applicable Income Tax Rules and other statutory requirements. Appropriate TDS Certificate shall be issued by BHEL at the end of financial year on request of the service provider.
- l. If taxi provider, at any stage of tender execution, provides :-
 - i) CNG based taxis – Running rate (as quoted in tender) will be reduced by 25% for CNG based taxi/s provided. Price variation clause (for CNG based vehicle) will be applicable on this reduced running rate (quoted rate reduced by 25%) as per Rate and Price variation clause (Special Terms and Conditions - Clause 15). Fixed rate of vehicle will be same as quoted in tender.
 - ii) Petrol based taxis – Running rate will be same as quoted in tender with Price variation clause (for diesel based vehicle) will be applicable as per Rate and Price variation clause (Special Terms and Conditions - Clause 15). Fixed rate of vehicle will be same as quoted in tender.

20. Penalty Clause :

i. Penalty of 10% of billed amount shall be deducted from the bill in case of:

- a. **Poor** feedback from the customer and verified by Auto Pool w.r.t. quality of service, behaviour & misconduct* of the driver etc.
*Misconduct: Chewing tobacco, smoking, and consumption of Narcotics and drinking (consumption of alcoholic beverages) during duty will be prohibited and the same shall be treated as misconduct.
- b. Providing below category vehicle, incomplete paper (RC, Insurance, DL, fitness etc.), bad outlook, unclean Seat covers & towels, smell, broken or crack glass panels, abnormal sound, wobbling, missing, non-working of AC/ Heater etc., dilapidated tyre, unmaintained battery etc.

ii. Penalty of Rs. 500/- per day/ service/ duty/ vehicle shall be imposed in case of:

- a. Non-availability / Non-reporting / refusal to provide the requisite vehicle(s) and same may be hired from any other source at the risk and cost of the Taxi provider. The difference, if any, between the agreed hiring rates with the Taxi provider and the amount payable by BHEL to any third party, shall be recovered from the Taxi provider from the incoming bills in addition to the penalty of Rs. 500/- per day/ service/ duty/ vehicle.

Repeated refusals by the taxi provider will be viewed seriously and appropriate action may be taken or Terminate the contract as 'deemed fit' will be initiated against such defaulting provider. BHEL's decision in this regard shall be final.

- b. Late reporting of more than 10 minutes or disappearance without information to user or any inconvenience due to wrong reporting, low fuel, long routing etc, penalty will be applicable as per Sr. No. 20.ii (a) above.
- c. If the Taxi provider fails to replace either the Taxi or Driver within half an hour (30 minutes) after permission from Auto-Pool, penalty will be applicable as per Sr. No. 20.ii (a) above.

BHEL's decision regarding penalty shall be final and binding.

21. Bonus Clause and ORC – Not applicable

22. Liabilities:

- i. Liabilities on account of third party claim(s) or legal processor shall be the whole responsibility of Taxi provider/ Insurance Company.
- ii. Liabilities on theft or total loss of vehicle(s) shall be considered as closed against the hiring of that vehicle(s) and further no hiring charges will be paid. To maintain the continuity of contract/work, Taxi provider will have to provide alternative Taxi(s) with equalling specification immediately.

23. Default/Breach of Contract And Insolvency: If the Taxi provider(s) fails to provide the required services as per the Contract within the period(s) fixed for such service not of the contracted quality and failing to adhere to the contract specifications or at any time repudiates or otherwise abandons the contract before expiry of such period or refuses or is unable to provide services covered by the Contract either in whole or in part or otherwise fails to perform the Contract or commits any breach of the Contract not herein specifically provided for or in the event of the death or insanity or if the Taxi provider being an individual or if a firm on a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolved under the Partnership Act or if the Taxi provider being a company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager, the purchaser without prejudice to his right to recover any expenses, losses or breach of Order/Contract shall be entitled to cancel the Contract either in whole or portion thereof without compensation to the Taxi provider. In case of breach of contract by the contractor, security amount shall be forfeited by the BHEL and the firm shall be blacklisted in addition to termination of the contract in question.

24. BHEL reserves the right to reject any or all quotations without assigning any reason whatsoever. Quotation of the parties which have been black-listed/ debarred / banned by PSUs / kept on hold by any Central or State Govt. office will be rejected. Incomplete bids, in any term, are liable to be rejected.

The Bidder shall furnish the following information along with Part-1 bid:

1. Name of the Firm/Authorized Representative
2. Status of Firm (whether HUF, Individual, Partnership, Company etc.)
3. Address for communication
4. Registered Office, if any :
5. Location of Garage(s) :
6. Telephone Nos.:
 - a. Office:
 - b. Res:
 - c. Garage:
 - d. Mobile:
 - e. Fax:
 - f. Email Id & Website:
7. Name of proprietor / partner
8. Name of Bankers
9. Date / year of commencement of Business
10. Whether registered with any Govt. Institution / Undertaking / large corporate of repute. If so, furnish particulars with supporting documents
11. Service Tax/GST - Registration No.
12. Any other information

(Signature & seal of the Bidder)

SCOPE OF WORK

Introduction: BHEL intends to have Rate Contract with reputed Taxi/Cab service providers, for hiring of vehicle (taxi) in various segments (as listed below), on demand basis, for a period of 24 months including driver, fuel, all maintenance, taxes, driver's meal/ lodging etc., to perform local*/ outstation**/ BHEL plant transportations. The vehicles are required to have commercial registration certificate (Taxi Registration) with complete maintenance and comprehensive insurance. Vehicles provided by the Taxi provider to be I.C. Engine based Vehicle.

Scope of Work:

1. Contractor has to provide various segment of vehicle(s) (as listed below) equipped with Heater & A/c on as & when required under rate contract as per Terms & Conditions.
2. Anticipated requirement of the vehicles during the contract period of the 24 months (segment wise) is as listed below and the business volume during the contract period of 24 months is expected to be of **approx. Rs. 48.09 lakh** in respect of all segments combined. However, this requirement is indicative for this tender and does not guarantee the exact requirement of the vehicles and may increase or decrease depending on BHEL's requirement.

Experienced and resourceful operating service providers meeting qualifying requirements (PQR) are invited to participate in the tender.

List of segments of vehicles required:

Type / Make of Vehicle : Compact sedan (Dzire-Tour S/ Zest/Amaze or equivalent) or higher version.

Model : Model of vehicles should not be older than four years from the date of tender opening.

S. No.	Segment	Average expected nos. of vehicles required per day #	Expected days of requirement in 12 months #	Remarks
1	Taxi No 1	1	360	Required for 24 hours for ED / GM (I) Secretariat & Duty Officer.
2	Taxi No 2	1	120	Required on demand basis for 8 hours for local operation.
3	Taxi No 3	3	360	Required on demand basis for 12 hours for local operation.
4	Taxi No 4	1	60	Required for outstation demand on requirement basis.

All taxis will be called only as per requirement. BHEL does not guarantee any minimum or maximum requirement of vehicle for any day / month / year / contract period. Payment shall be made based on actual hiring of taxi only.

The bidder has to mention type / make and models of car and it must be in line with the requirement.

***Local** means under premises of District Haridwar.

****Outstation** means beyond premises of District Haridwar.

Pre-Qualification Requirement (PQR)

- i. Bidder must possess at least 03 Nos. light commercial passenger vehicles i.e. Taxies/Cars and the same must be registered in the name of bidder/owner/proprietor as on the date of Tender Opening. Model of vehicles should not be older than four years from the date of tender opening.
- ii. Solvency certificate from bank for an amount not less than Rs. 5.0 Lakh.
- iii. The bidder must have PAN and GST registration Number in Tour operator/Rent-a-cab category on or before the tender opening date. In case registration for GST is not required as per GST rule, due to present business volume, bidder will have to certify the same. In case, registration is required in future due to increase of business, bidder will have to give undertaking for producing registration certificate.
- iv. Bidder must have PF & ESI registration number. In case bidder is exempted for PF & ESI registration till date due to number of man power employed by the bidder being less than the prescribed limit for PF & ESI registration, bidder have to certify the same. However, if awarded the work order, bidder has to get PF & ESI registration within 30 days of awarding the work.
- v. As the Taxies required by BHEL are to operate mostly in and around BHEL, Haridwar, the bidder must have an office establishment for the purpose of similar work i.e. Taxi Hiring, within 10 km distance from BHEL, Haridwar as on the date of Tender Opening
OR
Bidder must be ready to establish such an office within 10 km distance from BHEL, Haridwar within one month of award of work order in case work is awarded to the bidder.

Documents Required:

- i. Self-attested photocopy of RC, Insurance & fitness of the vehicles against Sr. No. (i) of PQR.
- ii. Solvency certificate from any scheduled bank for an amount not less than 5.0 lakh against Sr. No. (ii) of PQR. Solvency certificate should not be prior to one year from the date of tender opening.
- iii. Self-attested copy of PAN Card for Income Tax & GST Registration certificate for GST in the Tour operator/Rent-a-cab category duly signed & stamped by the bidder against Sr. No. (iii) of PQR.
- iv. Self-attested copy of PF & ESI registration certificate against Sr. No. (iv) of PQR.
OR
Declaration regarding not registered for PF & ESI due to current number of man power employed including the commitment about PF & ESI registration within 30 days of awarding the work.
- v. Self-attested copy of details of Office Address along with telephone numbers against Sr. No. (v) of PQR, in case of already having office establishment within 10 km distance from BHEL, Haridwar OR
Letter of acceptance to establish an office within 10 km distance from BHEL, Haridwar in case work is awarded to the bidder, against Sr. No. (v) of PQR.

Subject: Submission of Latest Detail by bidder.

Sir,

Our Latest detail may please be updated in your records; details are as below-

Parameter	Yes/No/NA	Detail
Name of Company/ Business Firm		
Type of Company/ Business Firm (Pvt. Ltd/ Ltd/ Partnership/ proprietorship)		
Company/ Business Firm Email ID		
Company/ Business Firm Postal Address		
Name of Owner		
Owner Mobile No.		
Owner Landline No.		
Contact Person		
Mobile No.		
Contact Person Email ID		
GST No. (Copy Attach)		
PAN No. (Copy Attach)		
PF No. (Copy Attach)		
ESI No. (Copy Attach)		
MSME Status (Yes/No)		
Udyam Certificate for MSME to be submitted (in case of exemption of EMD)		
CA certificate for MSME in support of Udyam Certificate to be submitted (in case of exemption of EMD)		
Acceptance of Reverse Auction (RA) as per requirement of NIT (Yes/No)		
PQC/ General and Special Terms & Conditions		
Completion certificate (Copy Attach)		
Remarks, if any		
Contractor's Sign & Stamp on each submitted page		

Supporting documents, if any, to be submitted with tender.

Sign & seal of Contractor

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

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

Further verified from the Books of Accounts that the investment & Turnover of the company as per the latest audited financial year as per MSMED Act 2006 are 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.
Turnover 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:
Rs.....Lacs.
Turnover Rs.....Lacs.

(Strike off whichever is not applicable)

The above investment & Turnover of Rs.....Lacs & Rs.....Lacs respectively are within permissible limit of Rs.....Lacs for investment & Rs.....Lacs for Turnover 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 S.O.No.3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name-

Membership number-

Seal of Chartered Accountant-

UDIN-

SELF-CERTIFICATION

As per Government Public procurement order no. P-45021/2/2017-BE-II dt.15.06.2017 & P45021/2/2017-PP (BE-II) dated 28.05.2018, 29.5.2019, 04.6.2020 and amendment dated 16.09.2020, it is hereby certifying that we

.....
.....
(supplier/Vendor name) are (Class-I/Class-II) local supplier and will meet the requirement of minimum local content of (50%/20%) as defined in public procurement order dated 04.6.2020 for Tender

NIT No:.....

Details of location at which local value addition will be made is as follows: -

Tender Item Sr. No.	Local Content Calculated (%)	Imported Content including all Custom Duties (%)	Location of Value Addition

We also understand, false declarations will be in breach of the code of integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the general financial rules along with such other actions as may be permissible under law.

Note:

As per office order P-45021/102/2019-BE-II-Part (1) (E-50310) Dated 04/03/2021, Bidders can't claim itself as "Class-I local supplier/Class-II local suppliers" by claiming the service such as transportation, insurance, installation, commissioning, training & after sales service support like AMC/CMC etc. as local value addition. Bidder offering imported product will fall under the category of Non-Local supplier.

Seal & Signature of Supplier/Vendor

PRICE BID FORMAT

Name of Contractor :

Tender No. : FF:21:MTP:RM:HC:01:049

Tender Name : Works Contract for Taxi Hiring.

Period of Completion : 24 months

Type of Vehicle : Compact sedan (Dzire-Tour S/ Zest/Amaze or equivalent) or higher version

SN	SEGMENT	Fixed Rate per day (Rs.)	Running rate per Km* based on diesel vehicle (Rs.)	Average running KM per day**	Total Cost per day (Rs)	No. of days per year per Taxi #	Total No of Taxis #	Total Amount (Rs)
		A	B	C	D = A + (B x C)	E	F	G = D x E x F
1	Taxi Hired for 24 hours Basis for ED secretariat & Night Duty Official			60		360	1	G1
2	Taxi Hired for Local Demand (8 hrs. basis)			40		120	1	G2
3	Taxi Hired for Local Demand (12 hrs. basis)			50		360	3	G3
4	Taxi Hired for Outstation Demand			200		60	1	G4
6	Total Amount for hiring of taxis for one year H = G1 + G2 + G3 + G4							
7	Applicable GST %							
8	Grand Total Amount for hiring of Taxis for one year including GST (In Figures)							
9	Grand Total Amount for hiring of Taxis for one year including GST (In Words)							

Note:-

*Rate per KM should be without AC charges. AC charge Rs 1.00/ KM shall be paid extra by BHEL.

** These kilometres are for finalisation of lowest bidder only. BHEL does not guarantee any minimum or maximum running kilometres on any day / month / year / contract period. Payment shall be released based on actual hiring of taxi and actual running only.

All taxis will be called only as per requirement. Total cost is therefore tentative and actual cost may vary.

- Lowest bid criteria – Lowest bidder shall be decided based on contractor whose estimated total amount of hiring of taxis for one year will be lowest. However, contract period is for 2 years (24 months).
- Running rate per KM, shall be equal, for all vehicles.

(Signature and Seal of the Contractor)

3. Kindly read all General Terms and Conditions and Special Terms & Conditions before filling the price bid.
4. Overwriting for corrections or application of correction fluid is not allowed. Wherever correction is there, it has to be duly authenticated by signature of authorized person.
5. Prices are to be indicated in both figures and words. In case the prices indicated in words and figures are different, the values indicated in words will be taken into consideration.

(Signature and Seal of the Contractor)
