भारत हेवी इलेक्ट्रिकल्स लिमिटेड

BHARAT HEAVY ELECTRICALS LIMITED सम्पदा कार्यालय, सेक्टर-17 , नोएडा -201301 (यु.पी.) भारत

Estate Office, Sector-17, Noida-201 301 (UP) INDIA



TENDER DOCUMENT

FOR

Hiring of Vehicle (17Ft) & 15 KVA 3-phase Silent DG Set for support in Disinfection Services using "BHEL Mister" in BHEL Township, Sector-17, Noida.

NIT No. 01:AA:NOI:ADMN.:MISTER:112:2021-22 Dated: 26.04.2021

CONTENTS

- 1- Notice Inviting Open Tender
- 2- Techno Commercial Bid Part A
- 3- Price Bid Part B

LAST DATE FOR SUBMISSION: 05.05.2021 at 15:00 Hrs.

DATE FOR OPENING OF TENDER: 05.05.2021 at 15:30 Hrs.

जापन सिंह जार अभिन्दर सिंह जार अभिवंता (मा. सं.—टीएएक्स) जार अभिवंता (मा. सं.—टीएएक्स) Omender Singh Sr. Engineer (HR-TAX) Sr. Engineer (HR-TAX) अध्यक्ष के प्रतिकृत्या सिंग, सम्बद्धा कार्यात्व, Sector-17, Noida अपन के वी देनीविद्धांत्वा सिंग, सम्बद्धा कार्यात्व, Sector-17, Noida Page No. 1 of 12



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Ltd.

सम्पदा कार्यालय, सेकटर -17, नोएडा - 201301 (यू.पी.), भारत BHEL Township : Estate Office, Sector-17, Noida-201 301 (UP) INDIA फोन (का.)/ Tel.- 0120-3070956, फैक्स (Fax)- 0120-3070982 Email id: omender@bhel.in

NOTICE FOR INVITING OPEN TENDER

Sealed tenders are invited in two part bids for the following Services in BHEL Township, Sector-17, Noida.

Name of Services

: Hiring of Vehicle (17Ft) & 15 KVA 3-phase Silent DG Set for support in

Disinfection Services using "BHEL Mister" in BHEL Township, Sector-17,

Noida.

NIT No.

: 01: AA: NOI: ADMN.:MISTER:112:2021-22 Dated: 26.04.2021

Earnest Money

: Nil

Tender Cost

: Nil

DATE OF SUBMISSION & OPENING OF TENDER

Last date for submission of sealed tender at Estate Office, BHEL Township, Sector-17, Noida

: 05.05.2021 at 1500 Hrs.

Date of opening the tender

: 05.05.2021 at 1530 Hrs.

Place of Submission of Tender/ Bid

: Tender Box placed at the reception of Estate Office, BHEL Township, Sector-17, Noida, Uttar Pradesh - 201301

Venue for opening of Tender

: Estate Office, BHEL Township, Sector-17, Noida, Uttar Pradesh - 201301

The Tender Document may be obtained from the Office of Engineer (HR-TAX), Estate office, Sector-17, Noida free of cost or may be downloaded from BHEL web site (www.bhel.com) or from CPP Portal (http://eprocure.gov.in). The sealed tender may be sent either by registered post/ Speed Post/ Courier Services or by hand in the Office of Engineer (HR-TAX), between 9.00 AM to 5.30 PM on any working day latest by **05.05.2021** at 3:00 PM. In case of any clarification the bidder can contact undersigned on Tel. No.-0120-3070956/ 3070958, mobile No.-8800957694 or at e-mail: omender@bhel.in.

For & on behalf of "BHEL"

(Omender Singh) Sr. Engineer (HR-TAX)

कारन प्रथम अभिनंदर सिंह विर अभिवंदा (मा. सं.—टीएएवस)
वार. अभिवंदा (मा. सं.—टीएएवस)
Omende Sinch
Omende Sinch
Sr. Engineer (से. सेक्टर-17, नाएडा
न सेवी इलेक्ट्रिकट्स ति., सम्प्रदा कार्याल्य, सेक्टर-17, Noida

(Signature of the bidder with Seal)

PART 'A' - TECHNO- COMMERCIAL BID

A. INSTRUCTIONS FOR THE BIDDERS:

- 1. The offer shall be submitted as per the instructions of tender document. Only one set of tender document duly signed & stamped on each page shall be submitted as detailed further. Tenderer should note specifically that all pages of tender document, including the NIT page for this particular tender shall be submitted by them (after signing/ stamping on each page) as a part of their offer. Price shall not be mentioned by them anywhere in the techno-commercial portion of offer, except in the relevant price bid and submitted in separate sealed envelope. In case of any clarification, bidder may contact this office.
- 2. Tender documents are also available on BHEL web site (<u>www.bhel.com</u>) & on CPP Portal (http://eprocure.gov.in/cppp/) which can be downloaded and used as tender document for submitting the bid.
- 3. Bid should be free from correction, overwriting, using corrective fluid, etc. any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature (s) of person (s) signing the bid else bid shall be liable for rejection.
- 4. Tender must be submitted in two parts, i.e., (i) Techno-Commercial Bid along with un-price bid (Annexure-I) and (ii) Price Bid. The tenderer must submit their tenders in two separate sealed envelopes prominently super scribed as Part A 'Techno- commercial bid' and Part-B 'Price Bid' along with NIT No. & due date written on each of the envelope. These two separate envelopes shall together be kept in third envelop super scribed with name of Work, NIT No. & due date of opening.
- 5. Techno-commercial bid should contain all the documents in proof of Pre- qualifying criteria, signed tender document having NIT page, Instructions for tenderer, general conditions, Special Conditions, Contractor's Obligations, un-price bid, all the annexure duly filled & signed by the tenderer
- 6. Price Bid should contain only the "Part-B, Price Bid Format" after quoting the rates as specified in the Price bid format.
- 7. Rate shall be quoted for each item inclusive of all taxes but exclusive of Goods and Service Tax (GST) which shall be quoted separately in same price bid format. Rates must be quoted in figures as well as in words.
- 8. On the date of opening of tender, only Techno-Commercial Bid shall alone be opened.
- 9. Date of opening of Price Bid will be intimated by telephone or e-mail separately to the Tenderers who qualify in the Techno-Commercial bid.
- 10. BHEL reserves the right to accept or reject any or all offers without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter.
- 11. In case any typing error/other clerical errors is noticed by the tenderer, in the tender documents, the same must be pointed out and got clarified before submission of offer, or else, BHEL's interpretation shall prevail & shall be binding on the tenderer.
- 12. The Tenderer should accept all terms & conditions of the tender unconditionally. Tenders with deviations from terms and conditions shall be rejected.
- 13. In case any document required as per PQR is not submitted in techno-commercial bid (part-A) the party shall be asked to submit the same within 48 hours by email, etc. If the document(s) is/are not received within 48 hours the offer may be rejected.
- 14. Tenderers are requested to go through the scope of work, visit the site/location etc. and get fully acquainted with the work place and prevailing working conditions to get all their doubts clarified regarding the above services before submitting the offer. Engineer-in-charge's decision will be full and final in the event of any doubt. Any queries regarding this tender may be clarified

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- from Sr. Engineer (HR-TAX), on Telephone No. 0120- 3070956 / mobile No.-8800957694 or e-mail : omender@bhel.in
- 15. The tenderers or their representative may attend the opening of techno-commercial bid (Part-A) and the technically qualified tenderers or their representative may attend the opening of Price bid (Part B), if they so desire. The tenders (both the parts) shall be opened on schedule date & time even if the bidders or their representative are not present.

B. PRE QUALIFYING CRITERIA:

- a) The bidder shall submit the complete tender document in all respects duly signed & stamped on each and every page as a token of acceptance of all the terms and conditions of tender.
- b) Bidder must submit Self-attested copy of PAN card.
- c) The Bidder must Submit a declaration as per Annexure –II.
- d) No deviation certificate as per Annexure –III (enclosed) must be signed and stamped.
- e) Bidder must submit the bidder's details in the enclosed format (Annexure-IV).

C. GENERAL TERMS & CONDITIONS: -

- 1) Tenders received late /in open condition/ not meeting the tender condition / incomplete in any respect are likely to be rejected.
- 2) BHEL will not be responsible for the postal delay under any circumstances for non-receipt of Tenders by due date & time.
- 3) The offer of the bidders who are on the banned list and also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of the banned firms is available on BHEL web site www.bhel.com
- 4) The Tenderers are required to quote for the complete scope of work. Tenders for part of the work or incomplete in any respect are liable to be rejected.
- 5) Rates quoted by the bidder will be firm. No price variation and escalation due to increase in labour / material cost will be allowed.
- 6) The rates quoted by the bidder are deemed to be inclusive of all and any other incidental works required to complete the work and inclusive of all the taxes but excluding GST. The GST shall be quoted extra in the same price bid format.
- 7) OFFER VALIDITY: Validity of offer will be 30 days from the date of opening of the technocommercial bid.
- 8) **EVALUATION CRITERIA:** The criteria of evaluation of techno-commercial bids shall be on the basis of documents submitted by the tenderers. BHEL shall finalize successful tenderer by **opening of sealed price bid**. Evaluation of Price Bid will be done on overall L-1 rate inclusive all taxes and duties (on Sl.No.- 3 of Price Bid Format).

In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders.

In case more than one bidder happens to occupy 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 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.

9) <u>CORRECTION OF ARITHMETIC ERRORS:</u> Provided that the bid is substantially responsive, BHEL shall correct arithmetical errors on the following basis:

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- a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the BHEL 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 shall be corrected.
- 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.
- 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 subject to (a) and (b) above.
- d) In case, gross total price does not match with the total of item wise breakup, the highest price so calculated shall be considered for evaluation but in case of order, the same shall be placed at the lowest price
- e) If any bidder does not accept the correction of errors, their bids are liable to be disqualified.
- 10) **CONTACT PERIOD:** This contract will be valid for a period of **3 (Three) Months** from the date of Letter of Award i.e. Work Order. The contractor has to provide services during the entire contract period.
- 11) **QUANTITY VARIATION:** The quantity of any item mentioned in the BOQ may be increased by 25%, as per requirement of site/ direction of engineer-in-charge. However, BHEL reserves the right to decrease/reduce the quantity of any individual item in BOQ up to any extent as per the decision/direction of engineer-in-charge.
- 12) **SUBLETING:** The Contractor shall not sublet, transfer or assign the full work or any part thereof to any other person/company/organization.

13) TAXES AND DUTIES:

- a) Price shall be all inclusive, except GST. The amount towards GST shall be indicated separately as specified in the price format.
- b) To enable BHEL to avail GST Input Tax Credit (ITC), Service Provider shall submit GST Compliant Tax Invoice containing all the particulars as stipulated under Invoice Rules of CGST Rules, 2017 as amended from time to time. Such invoice shall be submitted within prescribed time limit in the name of BHEL, Estate Office, Sector-17, Noida.
- c) Service Provider shall ensure strict compliance under GST Act & Rules so that Input Tax Credit is available to BHEL.
- d) In case of any loss to BHEL on account of non-compliance by vendor, the same shall be to Service Provider's account. BHEL has a right to take necessary steps to protect its interest at the time of release of payment.
- e) Any Statutory Changes as and when made applicable by the Government shall become applicable against documentary evidence.
- f) While making the payment, statutory deductions as applicable, shall be made by BHEL. Payment to the Service Provider will be subjected to TDS as per rules in force from time to time. The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act and GST as applicable, as amended from time to time and a certificate to this effect shall be provided to the vendor by BHEL.

14) PAYMENTS TERMS:

- a) No advance payment or the payment for mobilization of work will be made to the contractor.
- b) Running bills payment (If demanded by contractor) against the work/service provided shall be made to the contractor. However only one running bill will be accepted in a month.
- c) The payment of final bill will be made only after obtaining certificate of satisfactory completion of the by the Engineer-in-Charge, clearance of the site & clearance of all the liabilities on contractor's part. No claim will be entertained after signing the final bill.

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- d) Running of vehicle shall be recorded in log book (LB) maintained by the Engineer-in- Charge. These entries will be counter-signed by the contractor.
- e) Running of DG Set shall also be recorded in a Logbook.
- f) Bills raised by the Contractor shall be certified by the official in-charge of BHEL and the payments will be made against running/final bill excluding GST & notional interest thereon, within 21 days by NEFT/RTGS from the date of receipt of in discrepant bill subject to conditions mentioned below.
- g) The contractor shall not be entitled to any interest with respect to any money which may be due to him from BHEL.
- h) No payment shall be made for the work/service done without the permission of Engineer-in-Charge.
- i) The contractor shall not be entitled to any interest with respect to any money which may be due to him from BHEL.
- j) All payment will be subject to deduction of taxes at source as per rules.
- k) GST will be payable after submission of GST compliant tax invoices on which BHEL may claim GST credit as per GST law/ rules.
- 1) Taxes/ Duties/ Toll i.e. state tax/ Municipal tax/ parking etc. shall be paid by contractor.
- m) The successful bidder shall submit the bank details along with the cancelled cheque for NEFT/RTGS.
- 15) A weekly off shall be given to the driver/truck as per the decision/ direction of engineer-in-charge.
- 16) <u>TERMINATION OF CONTRACT:</u> BHEL Reserves the right to terminate the contract at any stage by giving a **notice of 15 days** with/without any reason as per the decision of Engineer-incharge.
- 17) L.D./Penalty FOR BAD QUALITY/ABSENCE FROM SERVICE: The said service has to be undertaken on daily basis for approx. 25 days in a month. Any fault/breakdown needs to be attended and brought in running condition within 24 hours. In the event of delay/absence/unsatisfactory work done for any day(s) or for delay in repairs of fault/breakdown beyond 24 hours, BHEL reserves the right to impose and deduct a penalty of Rs. X per day (where X is the rent per day for both DG & Vehicle) from the monthly bill. However, in case, the delay has been caused due to reasons, which are beyond the control of the contractor like incessant rains, etc. BHEL will consider waiver of the said delayed penalty charges. Maximum LD shall be subject to 10% of the Contract Value.
- 18) No excuses like hindrance because of extreme weather conditions, non-availability of driver will be entertained for not completing the work in time.
- 19) All necessary precautions with respect to safety during driving of hired vehicle and DG Set and environmental aspects and their impacts shall have to be taken by the contractor for activities performed by his workers.
- 20) In case of any dispute, the decision taken by BHEL Management will be final and binding on the contractor.
- 21) No party shall be permitted to tender for work in BHEL in which any of their near relatives is an employee connected with the award and execution of the contract. They shall also intimate the names of persons who are working with them in any capacity or subsequently employed by them and who are near relatives of any employee of the BHEL. Any violation of this condition which comes to the Notice of the BHEL after the work is awarded will entitle the BHEL to treat the contractors as having committed a breach of contract and to exercise all the rights and remedies available to the BHEL on account thereof.

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- 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 soon as it comes to their notice.
- 23) MICRO AND SMALL ENTERPRISES (MSE): -MSE Supplier can avail the intended benefits only if they submit along with offer, attested copies of either Udyog Aadhar or EM-II certificate having deemed validity (five years from the date of issue of acknowledgement in EM-II) or the valid NSIC certificate or EM-II certificate along with attested copy of a CA Certificate (format enclosed as ANNEXURE- VII) where deemed validity of EM-II certificate of five years has expired applicable for the last audited financial year. Date to be reckoned for determining the deemed validity will be the date of bid opening. Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening.
 - 24) RECOVERY FROM CONTRACTOR: Whenever under the contract, any sum of money shall be recoverable from or payable by 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 the contractor shall pay the claim on demand without any terms & conditions.
- POST TECHNICAL AUDIT OF WORK AND BILLS: BHEL reserves the right to carry out a post payment audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc. and to enforce recovery of any sums becoming due as a result thereof in the manner provided into the proceeding sub-paragraph provided however, that no such recovery shall be enforced after three years of passing the final bill.
- ARBITRATION / CONCILIATION: In the event of any dispute arising between the parties hereafter referred as BHEL and Contractor in respect of or connected with this contract, General & Special terms & conditions of tender, then the same shall be referred to Arbitration and Arbitrator will be nominated by the Head of Administration of BHEL Corp. Office, New Delhi, whose decision shall be final and binding on both the parties. However, any differences or doubt pertaining to meaning/ interpretation of any phrase word used in terms or in the schedule of services, their nature and manner of rendering of such services shall be the excepted matter and be referred to the Head of Administration of BHEL Corp. Office, New Delhi, whose decision shall be the final and binding. The provisions of Arbitration and Conciliation Act, 1996 or any statutory modification and re-enactment thereof will apply to such arbitration provided however, in all matters the venue of proceedings will be Delhi and only Delhi or appropriate Courts will have jurisdiction over the same.
- RISK CLAUSE: In case the contractor does not accept the work awarded to him or do not turn up after the award of work, BHEL shall have the right without any prejudice to get the work done through any other alternate agency at the risk and cost of Contractor. The additional cost including loss, if any incurred by BHEL will be recovered from the Contractor.

D. SPECIAL TERMS & CONDITIONS RELATED TO THE SUBJECT WORK/SERVICE: -

- 1) The Agency shall provide a Vehicle (min. 17ft-long & min. 6 ft width) and one 15 kVA DG Set with experienced driver for the subject work/Service. The vehicle & DG set will be engaged for a period of six months.
- 2) Vehicle & DG Set shall operational at least 3-4 Hours daily subject to maximum 80 hours per month.
- 3) Record of kilometers shall be recorded in the logbook.

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- 4) All consumable items like fuel, maintenance, repairs, etc. of the vehicle shall be in scope of contractor only.
- 5) For DG Set, the fuel shall be in the scope of BHEL and other repair/maintenance/etc. shall be in the scope of the contractor only.
- 6) Standby/replacement vehicle and/or DG Set shall be provided by the contractor in case the fault/repair/breakdown of the existing vehicle and/or DG Set is not resolved within 24 hours of reporting of the fault/damage.
- 7) Breakdown/maintenance/repair related loading/unloading charges shall also be in the scope of/borne by the contractor.
- 8) Loading/unloading charges related to any change of vehicle and/or DG shall also be borne by the contractor.
- 9) The vehicle will be mounted with a disinfection machine (BHEL Mister), water tank (02 nos. of 1000L each), & a DG set (15 KvA). Total weight of the all mounted equipment is less than 4 Ton.
- 10) The vehicle & DG Set shall be stationed within the BHEL township premises for the duration of existence of contract as other equipment shall be mounted over the vehicle.
- 11) The subject work/Service shall be carried out up to the satisfaction of Engineer-in-charge.
- 12) All the materials, tools, machines, etc for repairing of vehicle and/or DG Set shall be arranged by the contractor.
- 13) The contractor will deploy well trained driver to ensure proper movement of the vehicle.
- 14) All necessary precautions with respect to safety at site and environmental aspects and their impacts shall have to be taken by the contractor for activities performed by his workers.
- 15) Valid **All India permit** and insurance are a must before start of services, as the vehicle may be required to visit Delhi/NCR regions as per requirement (not exceeding 4 times in a month).

For & on behalf of "BHEL"

(Omender Singh)

Sr. Engineer (HR-TAX)

ANNEXURE-I

UN-PRICE BID

Name of Services

: Hiring of Vehicle (17Ft) & 15 KVA 3-phase Silent DG Set for support in Disinfection Services using "BHEL Mister" in BHEL Township, Sector-17, Noida.

NIT No.

: 01: AA: NOI: ADMN.:MISTER:112:2021-22 Dated: 26.04.2021

Contract Period: Three months from the date of work order.

SI. No.	Description of Material	Unit	Per month Rate without GST (Rs.)	GST %age	Per month Rate with GST (Rs) B	Amount for 3 months (Rs), <u>C = A+B</u> <u>MULTIPLY</u> <u>BY 3</u>
1.	Hiring of Vehicle (min 17ft- long & min 6 ft – width) for support in Disinfection services with running of approx. 80 hours per month	Per month	XXXXX		XXXXX	XXXXX
2.	Hiring of 15KVA 3-phase silent DG Set with running of approx. 80 hours per month	Per month	XXXXX		xxxxx	XXXXX
3.		XXXXX				

<u>Note:</u> Please quote your rates inclusive of all including taxes for BHEL Township, Sector-17, Noida.

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(Signature & seal of the contractor)

ANNEXURE-II

DECLARATION

I / We, do hereby declare that I/We have not been suspended / delisted / blacklisted by any other Govt. Ministry / Department/Public Sector Undertaking/ Autonomous Body/Financial institution/Court. We also certify that either our firm or any of the partners are not involved in any scam or disciplinary proceedings settled or pending adjudication.

(Signature & seal of the contractor)

Place:

Date:

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ANNEXURE-III

No Deviation Certificate

Notwithstanding anything mentioned in our bid, we hereby accept all the terms and conditions of the above tender and there is no deviation in the terms & conditions of tender. We confirm that the offer submitted by is confirming to all the terms and conditions mentioned in the tender document. We hereby undertake and confirm that we have understood the scope of services properly and shall carry out the job as mentioned in this tender.

(Signature & seal of the contractor)

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ANNEXURE-IV

BIDDER'S DETAILS

Name of the Contractor /Party/ Firm	
Present status of Party, whether Individual/ HUF/ Partnership firm/ AOP/ Public Ltd. Company/ Private Ltd. Company	
Name of Representative	
Postal Address	
Phone/ Landline Nos.	
Mobile Nos.	
Fax No.	
E-Mail Address	
Web Site Address (If Any)	
Bank details for payment	Name of Bank:
through NEFT/RTGS	Branch:
	Account No.:
	IFSC No.:
	MICR No.:

Note: Submit a cancelled cheque for verification of above bank details.

(Signature & seal of the contractor)

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PART- 'B' PRICE BID

Name of Services

: Hiring of Vehicle (17Ft) & 15 KVA 3-phase Silent DG Set for support in

Disinfection Services using "BHEL Mister" in BHEL Township, Sector-17,

Noida.

NIT No.

: 01: AA: NOI: ADMN.:MISTER:112:2021-22 Dated: 26.04.2021

Contract Period: Three months from the date of work order.

Sl. No.	Description of Material	Unit	Per month Rate without GST (Rs.)	GST %age	Per month Rate with GST (Rs) B	Amount for 3 months (Rs), <u>C = A+B</u> <u>MULTIPLY</u> <u>BY 3</u>		
1.	Hiring of Vehicle (min 17ft- long & min 6 ft – width) for support in Disinfection services with running of approx. 80 hours per month	Per month						
2.	Hiring of 15KVA 3-phase silent DG Set with running of approx. 80 hours per month	Per month						
3.								
Total in Words:								

<u>Note:</u> Please quote your rates inclusive of all including taxes for BHEL Township, Sector-17, Noida.

(Signature & seal of the contractor)

