

**E-TENDER SPECIFICATION NO:  
BHE/PW/PUR/HQ-TAXI/2613**

**RATE CONTRACT FOR PROVIDING TAXI SERVICE ON  
REQUIREMENT BASIS AT BHEL NAGPUR OFFICE FOR  
3 YEARS.**

**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](http://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 <b><u>Vol-IA-2613</u></b> )
NIL	Notice Inviting Tender	(Part of <b><u>Vol-IA-2613</u></b> )
I-A	Technical Conditions of Contract	Vol-I-A-2613
--	Appendix-A-Technical Specification	Part of Vol-IA- <b>2613</b> (Attached Separately)
I-B	Special Conditions of Contract	VOID
I-C	General Conditions of Contract	(Part of Vol-I-CD-2613)
I-D	Forms & Procedures	(Part of Vol-I-CD-2613)
--	HSE Plan	(Part of Vol-I-CD-2613)
II	Price Bid Specification as specified in E-Procurement Portal	Volume-II- <b>2613</b>

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**E-Tender Specification Issue Details**

**E-Tender Specification No: BHE/PW/PUR/HQ-TAXI/2613**

**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:

2613

# NOTICE INVITING TENDER

Bharat Heavy Electricals Limited



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Date: 01/08/2022

**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/2613
ii	Broad Scope of job	RATE CONTRACT FOR PROVIDING TAXI SERVICE ON REQUIREMENT BASIS AT BHEL NAGPUR OFFICE FOR 3 YEARS.
iii	DETAILS OF TENDER DOCUMENT	
A	Volume-IA	Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc. <span style="float: right;">Applicable</span>
B	<del>Volume-IB</del>	<del>Special Conditions of Contract (SCC)</del> <span style="float: right;"><del>Not Applicable</del></span>
C	Volume-IC	General Conditions of Contract (GCC) <span style="float: right;">Applicable</span>
D	Volume-ID	Forms and Procedures <span style="float: right;">Applicable</span>
E	<del>Volume-IE</del>	<del>Technical Specifications</del> <span style="float: right;"><del>Not Applicable</del></span>
F	Volume-II	Price Schedule (Absolute value). <span style="float: right;">Applicable</span>
iv	Issue of Tender Documents	Tender documents will be available for downloading from BHEL website (www.bhel.com) or e-procurement portal ( <a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a> ) as per schedule below: Start :01/08/2022 , Time : 17:00 Hrs Closes: 16/08/2022 , Time : 13:00 Hrs Brief information of the tenders shall also be available at central public procurement portal. ( <a href="https://eprocure.gov.in/epublish/app">https://eprocure.gov.in/epublish/app</a> ) <span style="float: right;">Applicable</span>

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S No.	ISSUE	DESCRIPTION	
v	<b>DUE DATE &amp; TIME OF OFFER SUBMISSION</b>	<p><b>Date: 16/08/2022, Time :13.00 Hrs</b></p> <p>The bidder should submit their offer online only in e-Procurement portal at <a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a></p> <p><b><u>Bidders are requested to upload their offer well in advance in order to avoid last minute congestion at this website.</u></b></p> <p>Hard copy bid or bids through E-mail / fax shall not be accepted.</p>	Applicable
vi	<b>OPENING OF TENDER (Techno-Commercial Bid)</b>	<p><b>Date: 16/08/2022, Time: 17.00 Hrs</b></p> <p>Notes:</p> <p>(1) In case the due date of opening of tender becomes a non-working day, then the due date &amp; time of offer submission and opening of tenders get extended to the next working day.</p> <p>(2) Bidder may depute representative to witness the opening of tender. For e-Tender, Bidder may witness the opening of tender through e-Procurement portal only.</p>	Applicable
vii	<b>EMD AMOUNT</b>	<b>Waived off</b>	
viii	<b>COST OF TENDER</b>	<b>NIL</b>	Not Applicable
ix	<b>LAST DATE FOR SEEKING CLARIFICATION</b>	<p>One day before due date of offer submission.</p> <p>Along with soft version also, addressing to undersigned &amp; to others as per contact address given below:</p> <p>1) Name: Varun Vaidya Designation: Manager Deptt: Purchase Address: Floor no. 5 &amp; 6, Shree Mohini Complex, 345 Kingsway, Nagpur-440001 Mobile-9792334127 Email :<a href="mailto:vvaidya@bhel.in">vvaidya@bhel.in</a></p> <p>2) Mr. Kamlesh Kumar Designation: DGM Deptt: Purchase Address: Floor no. 5 &amp; 6, Shree Mohini Complex, 345 Kingsway, Nagpur-440001 Email: <a href="mailto:kamleshbhel@bhel.in">kamleshbhel@bhel.in</a> Mob: 9425554615</p>	Applicable

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S No.	ISSUE	DESCRIPTION	
		3) Name: Rakesh Mohan Malhotra Designation: GM Deptt: Purchase Address: Floor no. 5 & 6, Shree Mohini Complex, 345 Kingsway, Nagpur-440001 Mobile-9759697600 Email : <a href="mailto:rmalhotra@bhel.in">rmalhotra@bhel.in</a>	
x	<b>SCHEDULE OF Pre Bid Discussion (PBD)</b>	----	<i>Not Applicable</i>
xi	<b>INTEGRITY PACT &amp; DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)</b>	----	<i>Not Applicable</i>
xii	<b>Latest updates</b>	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage ( <a href="http://www.bhel.com">www.bhel.com</a> -->Tender Notifications →View Corrigendum), Central Public Procurement portal ( <a href="https://eprocure.gov.in/epublish/app">https://eprocure.gov.in/epublish/app</a> ) & on e-tender portal <a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a> 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 signed digitally using Class III DSC & uploaded in E-Procurement Portal, 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.**

3.0 Not Used

4.0 Unless specifically stated otherwise, bidder shall deposit EMD as per clause 1.9 of General Conditions of Contract.

For Electronic Fund Transfer the details are as below:-

<b>NAME OF THE BENEFICIARY</b>	<b>BHARAT HEAVY ELECTRICALS LTD</b>
<b>ADDRESS OF THE COMPANY</b>	<b>5<sup>th</sup> Floor, SHREE MOHINI COMPLEX 345, KINGSWAY,NAGPUR</b>
<b>NAME OF BANK</b>	<b>STATE BANK OF INDIA</b>
<b>NAME OF BANK BRANCH AND BRANCH CODE</b>	<b>SBI,NAGPUR MAIN BRANCH ,CODE-00432</b>
<b>CITY</b>	<b>NAGPUR</b>
<b>ACCOUNT NUMBER</b>	<b>40227423158</b>
<b>ACCOUNT TYPE</b>	<b>MC-C C Clean (C&amp;I)</b>

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India  
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<b>IFSC CODE OF THE BENEFICIARY BANK BRANCH</b>	<b>SBIN0000432</b>
<b>MICR CODE OF THE BANK BRANCH</b>	<b>440002002</b>

(Note -: In case of E-Tenders, proof of remittance of EMD should be uploaded in the E-Procurement Portal and originals, as applicable, shall be sent to the officer inviting tender within a reasonable time, failing which the offer is liable to be rejected.

**5.0 Procedure for Submission of Tenders:**

This is an E-tender floated online through our E-Procurement Site (<https://eprocurebhel.co.in>). The bidder should respond by submitting their offer online only in our e-Procurement platform at (<https://eprocurebhel.co.in>). Offers are invited in two-parts only.

**Documents Comprising the e-Tender**

The tender shall be submitted online ONLY EXCEPT EMD (in physical form) as mentioned below:

**a. Technical Tender (UN priced Tender)**

All Technical details (e.g. Eligibility Criteria requested (as mentioned below)) should be attached in e-tendering module, failing which the tender stands invalid & may be REJECTED. Bidders shall furnish the following information along with technical tender (preferably in pdf format):

- i. Earnest Money Deposit (EMD) furnished in accordance with NIT Clause 4.0. ~~Alternatively, documentary evidence for claiming exemption as per clause 29 of NIT.~~
- ii. Technical Bid (without indicating any prices).

**b. Price Bid:**

- i. Prices are to be quoted in the attached Price Bid format online on e-tender portal.
- ii. The price should be quoted for the accounting unit indicated in the e-tender document.
- iii. Note: It is the responsibility of tenderer to go through the Tender document to ensure furnishing all required documents in addition to above, if any. Any deviation would result in REJECTION of tender and would not be considered at a later stage at any cost by BHEL.
- iv. A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.
- v. A tender, which does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.

**DO NOT'S**

Bidders are requested NOT to submit the hard copy of the Bid. In case offer is sent through hard copy/fax/telex/cable/electronically in place of e-tender, the same shall not be considered. **Also, uploading of the price bid in prequalification bid or technical bid may RESULT IN REJECTION of the tender.**

**Digital Signing of e-Tender**

Tenders shall be uploaded with all relevant PDF/zip format. The relevant tender documents should be uploaded by an authorized person having Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION digital signature certificate (DSC).



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**The Requirement:**

1. A PC with Internet connectivity &
2. DSC (Digital Signature Certificate) (**Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION**)

BHEL has finalized the e-procurement service Provider:-

**BHEL has finalized the e-procurement service Provider:-**

**NIC PORTAL** (<https://eprocurebhel.co.in>)

**For E-PROCUREMENT ASSISTANCE & TRAINING, NIC PORTAL HELPDESK CONTACTS AS PER FOLLOWING:**

**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**

**1. Peter Raj, NIC, Ph: 9942069052**

**Email Support: [support-eproc@nic.in](mailto:support-eproc@nic.in)**

The process of utilizing e-procurement necessitates usage of **DSC (Digital Signature Certificate) (Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION)** and you are requested to procure the same immediately, if not presently available with you. Please note that only with DSC, you will be able to login the e-procurement secured site and take part in the tendering process.

Please refer <http://www.mca.gov.in/> → MCA SERVICES → DSC SERVICES for DSC certifying authorities.

Vendors are also requested to go through bidder manual available on <https://eprocurebhel.co.in>.

**~~Procedure for Submission of Tenders (To be used in case of Paper bid only):~~** The Tenderers must submit their Tenders to Officer inviting Tender, as detailed below:

- ~~• PART I consisting of 'PART I A (Techno Commercial Bid)' & 'PART I B (EMD)' in two separate sealed and superscribed envelopes (ENVELOPE I & ENVELOPE II)~~
- ~~• PART II (Price Bid) in sealed and superscribed envelope (ENVELOPE III)~~
- ~~• One set of tender documents shall be retained by the bidder for their reference~~

**~~6.0 The contents for ENVELOPES and the superscription for each sealed cover/Envelope are as given below. (All pages to be signed and stamped) (To be used in case of Paper bid only):~~**

Sl. no.	Description	Remarks
	<b>Part-I A</b>	
	<b><del>ENVELOPE – I superscribed as:-</del></b> <b><del>-PART I (TECHNO COMMERCIAL BID)</del></b>	

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	<b>TENDER NO:-</b> <b>NAME OF WORK:-</b> <b>PROJECT:-</b> <b>DUE DATE OF SUBMISSION:-</b> <b>CONTAINING THE FOLLOWING:-</b>	
i. —	Covering letter/ Offer forwarding letter of Tenderer.	
ii. —	Duly filled in 'No Deviation Certificate' as per prescribed format to be placed after document under sl no (i) above. <b>Note:</b> a. In case of any deviation, the same should be submitted separately for technical & commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. The list of such deviation shall be placed after document under sl no (i) above. It shall be specifically noted that deviation recorded elsewhere shall not be entertained. b. BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding. i). In case of acceptance of the deviations, appropriate loading shall be done by BHEL ii). In case of unacceptable deviations, BHEL reserves the right to reject the tender	
iii. —	Supporting documents/ annexure/ schedules/ drawing etc. as required in line with Pre-Qualification criteria. It shall be specifically noted that all documents as per above shall be indexed properly and credential certificates issued by clients shall distinctly bear the name of organization, contact ph. no, FAX no, etc.	
iv. —	All Amendments/Correspondences/Corrigenda/Clarifications/Changes/ Errata etc. pertinent to this NIT.	
v. —	Integrity Pact Agreement (Duly signed by the authorized signatory)	If applicable
vi. —	Duly filled in annexures, formats etc. as required under this Tender Specification/NIT	
vii. —	Notice inviting Tender (NIT)	
viii. —	Volume – I A : Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc.	
ix. —	Volume – I B : Special Conditions of Contract (SCC)	
x. —	Volume – I C : General Conditions of Contract (GCC)	
xi. —	Volume – I D : Forms & Procedures	
xii. —	Volume – II (UNPRICED – without disclosing rates/price, but mentioning only 'QUOTED' or 'UNQUOTED' against each item	
xiii. —	Any other details preferred by bidder with proper indexing.	

	<b>PART-IB</b>	
	<b><u>ENVELOPE – II superscribed as:</u></b> <b>PART I (EMD)</b> <b>TENDER NO:-</b> <b>NAME OF WORK:-</b> <b>PROJECT:-</b> <b>DUE DATE OF SUBMISSION:-</b> <b>CONTAINING THE FOLLOWING:-</b>	
	Earnest Money Deposit (EMD) in the form as indicated in this Tender	

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<b>PART-II</b>		
	<b>PRICE BID</b> consisting of the following shall be enclosed	
	<b>ENVELOPE-III</b> superscribed as: PART-II (PRICE BID) TENDER NO: NAME OF WORK: PROJECT: DUE DATE OF SUBMISSION:  <b>CONTAINING THE FOLLOWING</b>	
i	Covering letter/Offer forwarding letter of Tenderer enclosed in Part-I	
ii	Volume II – PRICE BID ( Duly Filled in Schedule of Rates – rate/price to be entered in words as well as figures)	

<b>OUTER COVER</b>		
	<b>ENVELOPE-IV (MAIN ENVELOPE / OUTER ENVELOPE)</b> superscribed as: TECHNO COMMERCIAL BID, PRICE BID & EMD TENDER NO: NAME OF WORK: PROJECT: DUE DATE OF SUBMISSION:  <b>CONTAINING THE FOLLOWING:</b>	
i	<ul style="list-style-type: none"><li>○ Envelopes I</li><li>○ Envelopes II</li><li>○ Envelopes III</li></ul>	

- **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 any in-complete documents.**

- 7.0 Deviation with respect to tender clauses and additional clauses/suggestions in Techno-commercial bid / Price bid shall NOT be considered by BHEL. Bidders are requested to positively comply with the same.
- 8.0 BHEL reserves the right to accept or reject any or all Offers without assigning any reasons thereof. BHEL also reserves the right to cancel the Tender wholly or partly without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).
- 9.0 **Assessment of Capacity of Bidders: Void**
- 10.0 Since the job shall be executed at site, bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation, applicable wage structure, wage rules, 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.
- 11.0 For any clarification on the tender document, the bidder may seek the same in writing or through e-mail and/or through e-procurement portal <https://eprocurebhel.co.in>, as per specified format, within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible

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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.

- 12.0 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.
- 13.0 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.
- 14.0 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.
- 15.0 Void
- 16.0 The Bidder has to satisfy the Pre-Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of satisfying the Pre-Qualification Criteria specified in this NIT as per Annexure-I (as applicable), past performance etc. and date of opening of price bids shall be intimated to only such bidders. BHEL reserves the right not to consider offers of parties under HOLD.
- 17.0 In case BHEL decides on a 'Public Opening', the date & time of opening of the sealed PRICE BID shall be intimated to the qualified bidders and in such a case, bidder may depute one authorized representative to witness the price bid opening. BHEL reserves the right to open 'in-camera' the 'PRICE BID' of any or all Unsuccessful/Disqualified bidders under intimation to the respective bidders.
- 18.0 Validity of the offer shall be for **six months** from the latest due date of offer submission (including extension, if any) unless specified otherwise.
- 19.0 **Reverse Auction.:** "BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on [www.bhel.com](http://www.bhel.com) on "**supplier registration page**") for this tender. RA shall be conducted among all the techno-commercially qualified bidders.

Price Bids of all the techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in 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.

- 20.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 21.0 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.

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- 22.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- 23.0 Void:
- 24.0 The bidder shall submit/upload documents in support of possession of 'Qualifying Requirements' duly self-certified and stamped by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately.
- 25.0 The bidder may have to produce original document for verification if so decided by BHEL.
- 26.0 The consultant / firm (and any of its affiliates) shall not be eligible to participate in tender(s) for the related works or services for the same project, if they were engaged for the consultancy services.
- 27.0 Guidelines/rules in respect of Suspension of Business dealings, Vendor evaluation format, Quality, Safety & HSE guidelines, Experience Certificate, etc. may undergo change from time to time and the latest one shall be followed. The abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' is available on [www.bhel.com](http://www.bhel.com) on "**supplier registration page**".
- 28.0 The offers of the bidders who are on the banned/ hold list and also the offer of the bidders, who engage the services of the banned/ hold firms, shall be rejected. The list of **banned/ hold firms** is available on BHEL web site [www.bhel.com](http://www.bhel.com).
- 28.1 Integrity commitment, performance of the contract and punitive action thereof:
- 28.1.1 **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.
- 28.1.2 **Commitment by Bidder/ Supplier/ Contractor:**
- (i) The bidder/ supplier/ contractor commit 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.
  - (ii) 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.

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- (iii) 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 so as to influence the bidding process or influence the prices 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 extent guidelines of the company available on [www.bhel.com](http://www.bhel.com) and / or under applicable legal provisions.

**29.0 Micro and Small Enterprises (MSE)**

Any Bidder falling under MSE category, shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer.

Type under MSE	SC/ST owned	Women owned	Others (excluding SC/ ST & Women Owned)
Micro			
Small			

**Note:** - If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSE category.

- a) MSE suppliers can avail the intended benefits in respect of the procurements related to the Goods and Services only (Definition of Goods and Services as enumerated by Govt. of India vide Office Memorandum F. No. 21(8)/2011-MA dtd. 09/11/2016 office of AS & DC, MSME) only if they submit along with the offer, attested copies of either Udyam Registration Certificate or EM-II certificate having deemed validity (five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or Udyog Aadhar Memorandum (UAM) & Acknowledgement or EM-II Certificate along with attested copy of a CA certificate (format enclosed as Annexure – 3) where deemed validity of EM-II certificate of five years has expired applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the last date of Technical Bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer. Documents submitted by the bidder may be verified by BHEL for rendering the applicable benefits.

- 30.0 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.

**31.0 PREFERENCE TO MAKE IN INDIA:**

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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 preferences to Class I local supplier, is as defined I 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.

**31.1 Compliance to Restrictions under Rule 144 (xi) of GFR 2017**

- I. 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. The Competent Authority for the purpose of this Clause shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Clause means: -
  - a. An entity incorporated established or registered in such a country; or
  - b. A subsidiary of an entity incorporated established or registered in such a country; or
  - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d. An entity whose beneficial owner is situated in such a country; or
  - e. An Indian (or other) agent of such an entity; or
  - f. A natural person who is a citizen of such a country; or
  - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The beneficial owner for the purpose of (III) above will be as under:
  1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

**Explanation**

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their

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shareholding or management rights or shareholders agreements or voting agreements.

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
  3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person has ownership of or entitlement to more than fifteen percent of the property or capital or profits of the such association or body of individuals.
  4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
  5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

**Note:**

- (i) The bidder shall provide undertaking for their compliance to this Clause, in the Format provided in **Annexure-11**.
- (ii) Registration of the bidder with Competent Authority should be valid at the time of submission as well as acceptance of the bids.

32.0 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.

All overwriting/cutting, etc., will be numbered by bid opening officials and announced during bid opening.

33.0 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 the respective L-1 bidder(s) or their representative(s).



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Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.

- 34.0 The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.

35.0 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
- d. Technical Conditions of Contract (TCC)—Volume-1A
- e. ~~Special Conditions of Contract (SCC)—Volume-1B~~
- f. General Conditions of Contract (GCC) —Volume-1C
- g. Forms and Procedures —Volume-1D

It may please be noted that guidelines/ circulars/ amendments/ govt. directives issued from time to time shall also be applicable.

For BHARAT HEAVY ELECTRICALS LTD

(General Manager - Purchase)

**Enclosure:**

01. Annexure-1: Pre Qualifying Requirements.
02. Annexure-2: Check List.
03. Annexure-3: Certificate by Chartered Accountant
04. Annexure-4: Reverse Auction Process Compliance Form
05. Annexure-5: Authorization of representative who will participate in the online Reverse Auction Process
06. Annexure-6: RA Price Confirmation and Breakup
07. ~~Annexure-7: Integrity Pact~~
08. Annexure-8: Undertaking as per PQR C4 of Annexure-1 i.e. PQR
09. Annexure-9: Declaration reg. Related Firms & their areas of Activities (x) Other Tender documents as per this NIT.
010. Annexure-10 Declaration regarding minimum local content
011. Annexure-11: Declaration regarding compliance to restrictions under rule 144 (xi) of GFR 2017
012. Annexure 12: Important information

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**ANNEXURE - 1**

**PRE QUALIFYING CRITERIA**

<b>E-Tender Specification Number: BHE/PW/PUR/HQ-TAXI/2613</b>	
<b>JOB</b>	<b>RATE CONTRACT FOR PROVIDING TAXI SERVICE ON REQUIREMENT BASIS AT BHEL NAGPUR OFFICE FOR 3 YEARS.</b>

S No	PRE QUALIFICATION CRITERIA	Bidders claim in respect of fulfilling the PQR Criteria	
		Applicability	
A	Submission of Integrity Pact duly signed (if applicable)  (Note: To be submitted by Prime Bidder & Consortium / Technical Tie up partner jointly in case Consortium bidding is permitted, otherwise by the sole bidder)	Not Applicable	
B	<p><b><u>Technical:- Bidder shall essentially meet all the Qualifying Requirements (i.e. B.1, B.2, B.3 and B.4) as under as on latest date of offer submission.</u></b></p> <p><b>B.1)</b> The Bidder must be a registered Tour &amp; Taxi Operator / Travel Agency. Copy of registration certificate shall be enclosed.</p> <p style="text-align: center;"><b>AND</b></p> <p><b>B.2)</b> The Bidder should have regular establishment / office with tele communication facilities inside the municipal limits of Nagpur city and have to produce documentary evidence to this effect.</p> <p style="text-align: center;"><b>AND</b></p> <p><b>B.3)</b> The Bidder should be having 05 Nos. (03 no. for MSE/Start up Bidders) vehicles consisting of Sedan, MUV/MPV types (NOT BEFORE JANUARY 2019 MODEL) registered in the state of Maharashtra under Taxi permit &amp; vehicles to be registered in Bidder's OR on lease in Bidder's name. (Vehicle Registrations certificate to be provided by bidder)</p> <p style="text-align: center;"><b>AND</b></p> <p><b>B.4)</b> Bidder must be in the business of providing Services of Taxi hiring/Vehicle hiring in last seven years as on latest date of offer submission.</p>	Applicable	Bidder to submit documentary proof to establish the qualifying requirements
C-1	<p><b><u>FINANCIAL TURNOVER</u></b></p> <p><i>Bidders must have achieved an average annual financial turnover of Rs 11.98 Lakhs or more (Rs. 5.99 Lakhs or more for MSE/Startup Bidders) over last three Financial Years (FY) i.e. Financial Years 2018-19, 2019-20 &amp; 2020-21.</i></p>	Applicable	

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S No	PRE QUALIFICATION CRITERIA	Bidders claim in respect of fulfilling the PQR Criteria	
		Applicability	
<b>C-2</b>	<b>NETWORTH</b> (only in case of Companies) Net worth of the Bidder based on the latest Audited Accounts as furnished for 'C-1' above should be positive.	Applicable	
<b>C-3</b>	<b>PROFIT</b> Bidder must have earned profit in any one of the three Financial Years as applicable in the last three Financial Years as furnished for 'C-1' above.	Applicable	
<b>C-4</b>	Bidder must not be under Insolvency Resolution Process or Liquidation or Bankruptcy Code Proceedings (IBC) as on date, by NCLT or any adjudicating authority/authorities, which will render him ineligible for participation in this tender, and shall submit undertaking (Annexure-8) to this effect	Applicable	
<b>D</b>	<b>Assessment of Capacity of Bidder to execute the work as per sl no 9 of NIT (if applicable)</b>	Not Applicable	
<b>E</b>	<b>Approval of Customer (if applicable)</b>  <b>Note:</b> Names of bidders ( <del>including consortium/Technical Tie up partners in case consortium bidding is permitted</del> ) who stand qualified after compliance of criteria A to D shall be forwarded to customer for their approval	Not Applicable	BY BHEL
<b>F</b>	Price Bid Opening <b>Note:</b> Price Bids of only those bidders shall be opened who stand qualified after compliance of criteria A to E		BY BHEL
<b>G</b>	Consortium tie-ups	Not Applicable	

**Explanatory Notes for the PQR (unless otherwise specified in the PQR):**

**Explanatory Notes for PQR B (Technical)**

1. The evaluation currency for this tender shall be INR.
2. For the criteria (B), actual executed value shall be considered.
3. Unless otherwise specified, for the purpose of "**B Technical Criteria**", the word '**EXECUTED/ CARRIED OUT**' means achievement of milestones as defined below:

**Explanatory Notes for PQR -C (Financial):**

**C-1:**

- i. Bidder to submit Audited Balance Sheet and Profit and Loss Account for the respective years as indicated against C-1 above.
- ii. Evaluation of Turnover criteria shall be calculated from the Audited Balance Sheet and Profit & Loss Account for the three Financial Years (FY) .
- iii. In case audited Financial statements have not been submitted for all the three years as indicated against C-1 above, then the applicable audited statements submitted by the bidders against the requisite three years, will be averaged for three years.

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S No	PRE QUALIFICATION CRITERIA	Bidders claim in respect of fulfilling the PQR Criteria	
		Applicability	
	<p>iv. 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.</p> <p><b>C-2:</b> Net Worth (Only in case of companies) of the bidder should be positive. Note: Net worth shall be calculated based on the latest Audited Accounts as furnished for 'C-1' above. Net worth = Paid up share capital + Reserves</p> <p><b>C-3:</b> Bidder must have earned profit in any one of the three financial years as applicable in the last three financial years as furnished for 'C-1' above. Note: PROFIT shall be PBT earned during any one year of last three financial years as in 'C-1' above.</p> <p><b>C-4:</b> Bidder must not be under Bankruptcy Code Proceedings (IBC) by NCLT or under Liquidation / BIFR, which will render him ineligible for participation in this tender, and shall submit undertaking to this effect.</p> <p><b>Common Explanatory Notes:</b></p> <ol style="list-style-type: none"> <li>Completion date for achievement of the technical criteria specified in the Common QR should be in the last <b>7 years</b> ending on the 'latest date of Bid Submission' of Tender irrespective of date of the start of work.</li> <li>Completion date for achievement of the technical criteria specified in the 'B' above should be in the last 7 years ending on the 'latest date of Bid Submission' of Tender irrespective of date of the start of work. Completion date shall be reckoned from the "Financial Year quarter of bid submission". (for e.g. -Work completed on 01.01.2018 shall be considered even if latest date of bid submission is 20.03.2021).</li> <li>"Executed" means the bidder should have achieved the technical criteria specified in the Common QR even if the Contract has not been completed or closed.</li> <li><b>Relaxation in Pre-Qualifying Requirement (PQR) for Micro and Small Enterprises (MSE's) and Startups:</b> <ol style="list-style-type: none"> <li><b>Technical Pre Qualifying Requirement (PQR) for prior experience:</b> As mentioned above B.3  <b>Financial Pre Qualifying Requirement (PQR) including Turnover:</b> As mentioned above C.1</li> <li>Other Pre-Qualifying requirements such as Machineries, BIS, or any form of licenses or customer approval or requirements other than stated in <b>Point no. (a) and (b)</b> above, shall remain the same for all bidders.</li> <li>Definition of Startup shall be in line with Gazette Notification No DL 33004/99 dated 19.02.2019 and subsequent amendments, if any</li> </ol> </li> </ol>		

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BIDDER SHALL SUBMIT ABOVE PRE-QUALIFICATION CRITERIA FORMAT, DULY FILLED-IN, SPECIFYING RESPECTIVE ANNEXURE NUMBER AGAINST EACH CRITERIA AND FURNISH RELEVANT DOCUMENT INCLUSIVE OF WORK ORDER AND WORK COMPLETION CERTIFICATE ETC IN THE RESPECTIVE ANNEXURES IN THEIR OFFER.

Credentials submitted by the bidder against "PRE QUALIFYING CRITERIAS" shall be verified for its authenticity. In case, any credential (s) is/are found unauthentic, offer of the bidder is liable to the rejection. BHEL reserves the right to initiate any further action as per extant guidelines for Suspension of Business Dealings.

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**ANNEXURE - 2**

**CHECK LIST**

**NOTE: - Tenderers are required to fill in the following details and no column should be left blank**

1	Name and Address of the Tenderer		
2	Details about type of the Firm/Company		
3.a	Details of Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No:	
3.b	Details of alternate Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No:	
4	EMD DETAILS	DD No:                      Date : Bank :                      Amount: Please tick ( √ ) whichever applicable:- <del>ONE TIME EMD</del> / ONLY FOR THIS TENDER	
5	Validity of Offer	TO BE VALID FOR SIX MONTHS FROM DUE DATE	
		APPLICABILITY (BY BHEL)	ENCLOSED BY BIDDER
6	Whether the format for compliance with <b>PRE QUALIFICATION CRITERIA</b> (ANNEXURE-I) is understood and filled with proper supporting documents referenced in the specified format	Applicable	YES / NO
7	Audited profit and Loss Account for the last three years	Applicable/ <del>Not Applicable</del>	YES/NO
8	Copy of GST & PAN Card	Applicable/ <del>Not Applicable</del>	YES/NO
9	Whether all pages of the Tender documents including annexures, appendices etc. are read understood and signed	Applicable/ <del>Not Applicable</del>	YES/NO
10	Integrity Pact	Applicable/ <del>Not Applicable</del>	YES/NO
11	Offer Forwarding Letter / Tender Submission Letter	Applicable/ <del>Not Applicable</del>	YES/NO
12	Declaration by Authorized Signatory	Applicable/ <del>Not Applicable</del>	YES/NO

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13	No Deviation Certificate	Applicable/ <del>Not Applicable</del>	YES/NO
14	Declaration confirming knowledge about Site Conditions	Applicable/ <del>Not Applicable</del>	YES/NO
15	Declaration for relation in BHEL	Applicable/ <del>Not Applicable</del>	YES/NO
16	Non-Disclosure Certificate	Applicable/ <del>Not Applicable</del>	YES/NO
17	Bank Account Details for E-Payment	Applicable/ <del>Not Applicable</del>	YES/NO
<del>18</del>	<del>Capacity Evaluation of Bidder for current Tender</del>	<del>Applicable/<del>Not Applicable</del></del>	<del>YES/NO</del>
<del>19</del>	<del>Tie Ups/Consortium Agreement are submitted as per format</del>	<del>Applicable/<del>Not Applicable</del></del>	<del>YES/ NO</del>
20	Power of Attorney for Submission of Tender/Signing Contract Agreement  Power of Attorney of Consortium Partner.	Applicable/ <del>Not Applicable</del>	YES/NO
21	Analysis of Unit rates	Applicable/ <del>Not Applicable</del>	YES/NO
22	Annexure-5: Authorization of representative who will participate in the online Reverse Auction Process	Applicable/ <del>Not Applicable</del>	YES/NO
23	Annexure-6: RA Price Confirmation and Breakup	Applicable/ <del>Not Applicable</del>	YES/NO
24	Annexure-8: Undertaking as per PQR C4 of Annexure-1 i.e. PQR	Applicable/ <del>Not Applicable</del>	YES/NO
25	Annexure-9: Declaration reg. Related Firms & their areas of Activities (x) Other Tender documents as per this NIT.	Applicable/ <del>Not Applicable</del>	YES/NO
26	Annexure-10 Declaration regarding minimum local content	Applicable/ <del>Not Applicable</del>	YES/NO
27	Annexure-11: Declaration regarding compliance to restrictions under rule 144 (xi) of GFR 2017	Applicable/ <del>Not Applicable</del>	YES/NO
28	Details of Vehicle ( Annexure-A)	Applicable	YES/NO

**NOTE: STRIKE OFF 'YES' OR 'NO', AS APPLICABLE. TENDER NOT ACCOMPANIED BY THE PRESCRIBED ABOVE APPLICABLE DOCUMENTS ARE LIABLE TO BE SUMMARILY REJECTED.**

**DATE :**

**AUTHORISED SIGNATORY**

**(With Name, Designation and Company seal)**

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

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**ANNEXURE-3**

**Certificate by Chartered Accountant on letter head**

(applicable upto 31<sup>st</sup> March'2021 in line with MSME notification no. S.O. 2119 (E), dated 26<sup>th</sup> June'2020)

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)/ Udyam Registration Certificate No.  
..... dtd: ....., Category: (Micro/Small/Medium)).  
(Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year ..... as per MSMED Act 2006 is as follows:

1. For Manufacturing Enterprises: Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No. S.O.1722(E) dated October 5, 2006:  
Rs..... Lacs
2. For Service Enterprises: Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the **MSMED** Act, 2006:  
Rs..... Lacs
3. For Enterprises (having EM-II Certificate/ valid NSIC Certificate or Udyog Aadhar Memorandum): Investment in plant and machinery or equipment is Rs..... Lacs and turnover is Rs. .... Lacs (as notified in MSME notification no. S.O. 2119 (E) dated 26.06.2020)
4. For Enterprises (having EM-II Certificate/ valid NSIC Certificate or Udyog Aadhar Memorandum): Investment in plant and machinery or equipment is Rs..... Lacs and turnover is Rs. .... Lacs (as notified in MSME notification no. S.O. 2119 (E) dated 26.06.2020)

**(Strike off whichever is not applicable)**

The above investment of Rs .....Lacs is within permissible limit of Rs .....Lacs for .....Micro / Small/ Medium (*Strike off which is not applicable*) Category under MSMED Act 2006.

Or

The enterprise has been graduated upward from its original category (micro/small/medium) (*strike off which is not applicable*), the enterprise shall maintain its prevailing status till expiry of one year from the close of year of registration, as notified vide S.O. No. 2119 (E) dated 26.06.2020 published in the gazette notification dated 26.06.2020 by Ministry of MSME.

Or

The enterprise has been reverse-graduated from its original category (micro/small/medium) (*strike off which is not applicable*), the enterprise will continue in its present category till the closure of the financial year and it will be given the benefit of the changed status only with effect from 1<sup>st</sup> April of the financial year following the year in which such change took place, as notified vide S.O. No. 2119 (E) dated 26.06.2020 published in the gazette notification dated 26.06.2020 by Ministry of MSME.

Date:

(Signature)

Name:

Membership Number:

Seal of the Chartered Accountant

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



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**ANNEXURE-4  
Reverse Auction Process Compliance Form**

**(The bidders are required to print this on their company's letterhead and sign, stamp before RA)**

To

- M/s. {Service provider
- Postal address}

**Sub: Agreement to the Process related Terms and Conditions**

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the RFQ document for {Items} against BHEL enquiry/ RFQ no. {BHE/PW/PUR/HQ-TAXI/2613} dt. {.....}  
This letter is to confirm that:

- 1) The undersigned is authorized official/ representative of the company to participate in RA and to sign the related documents.
- 2) We have studied the Reverse Auction guidelines (as available on [www.bhel.com](http://www.bhel.com)), and the Business rules governing the Reverse Auction as mentioned in your letter and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
- 4) We also confirm that, in case we become L1 bidder, we will FAX/ email the price confirmation & break up of our quoted price as per Annexure - 6 within **two** working days (of BHEL) after completion of RA event, besides sending the same by registered post/ courier both to M/s. BHEL and M/s. {Service provider.}

We, hereby confirm that we will honor the Bids placed by us during the auction process.

With regards

Signature with company seal

Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

**Sign this document and FAX/ email it to M/s {Service provider} at {.....} prior to start of the Event.**

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**ANNEXURE-5**

**Authorization of representative who will participate in the on line Reverse Auction Process:**

1	NAME OF THE BIDDER	
2	NAME & DESIGNATION OF OFFICIAL	
3	POSTAL ADDRESS (COMPLETE)	
4	TELEPHONE NOS. (LAND LINE & MOBILE BOTH)	
5	E-MAIL ADDRESS	
6	NAME OF PLACE/ STATE/ COUNTRY, WHEREFROM S/HE WILL PARTICIPATE IN THE REVERSE AUCTION	

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**ANNEXURE – 6**

**Reverse Auction price confirmation and breakup**  
**(To be submitted by L1 bidder after completion of Reverse Auction)**

To

- M/s. Service provider
- Postal address

CC: M/s BHEL

{Unit-  
Address-}

Sub: **Final price quoted during Reverse Auction and price breakup**

Dear Sir,

We confirm that we have quoted.

**Rs.{\_\_in value & in words\_\_} for item(s) covered under tender enquiry No. {**  
**BHE/PW/PUR/HQ-TAXI/2613} dt.{...}**

~~Total price of the items covered under above cited enquiries is inclusive of {Packing & forwarding, GST, E.D., C.S.T., freight and insurance charges up to {.....} District,{.....} State and Type Test Charges etc., (exclusive of service tax), other as per NIT}~~

as our final landed prices as quoted during the Reverse Auction conducted today {date} which will be valid for a period of {\_\_ in nos. & in words \_\_} days.

The price break-up is as given below.

Total

=====

- Rs. in value & in words

=====

Yours sincerely,

For \_\_\_\_\_

**Name:**

**Company:**

**Date:**

**Seal:**

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**ANNEXURE – 7  
INTEGRITY PACT**

**Not Applicable**

**BHARAT HEAVY ELECTRICALS LIMITED  
POWER SECTOR WESTERN REGION, NAGPUR**

**T.S. NO BHE/PW/PUR/PSWR-HQ-TAXI/2613**

**DT: 01/08/2022**

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**ANNEXURE – 8**

**UNDERTAKING**

(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:** NIT/Tender Specification No: BHE/PW/PUR/HQ-TAXI/2613

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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**ANNEXURE-9**

**DECLARATION**

Date: \_\_\_\_\_

To  
BHEL

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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 \_\_\_\_\_  
Supplier Code: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Annexure-10**

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

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

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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 04<sup>th</sup> June, 2020 and subsequent order(s).

**Ref:** 1) NIT/Tender Specification No: BHE/PW/PUR/HQ-TAXI/2613,  
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:**

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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**Annexure-11**

**DECLARATION REGARDING COMPLIANCE TO RESTRICTIONS UNDER RULE 144 (xi) OF GFR 2017**

*(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 regarding compliance to Restrictions under Rule 144 (xi) of GFR 2017

**Ref:** 1) NIT/Tender Specification No: BHE/PW/PUR/HQ-TAXI/2613,  
2) All other pertinent issues till date

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries. I certify that \_\_\_\_\_ *(specify the name of the organization here)*,

(a) is not from such a country / ☐

(b) has been registered with the Competent Authority *(attach valid registration by the Competent Authority, i.e., the Registration Committee constituted by the Dept. for Promotion of Industry and Internal Trade (DPIIT))*; ☐

and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. *(attach relevant valid registration, if applicable)*

I hereby certify that we fulfil all requirements in this regard and is eligible to be considered.

Thanking you,  
Yours faithfully,

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

**Note:** Bidders to note that in case above certification given by a bidder, whose bid is accepted, is found to be false, then this would be a ground for immediate termination and for taking further action in accordance with law and as per BHEL guidelines.



**ANNEXURE-12**

**IMPORTANT INFORMATION**

**E -Tender** for this work is invited by BHEL PSWR NAGPUR and offer shall be submitted through BHEL e-procurement portal only. All correspondences regarding this tender shall be through E-procurement portal.

**Postal Address:**

GM /Purchase BHEL PSWR,  
SRIMOHINI COMPLEX, 345 KINGSWAY, NAGPUR 440001, INDIA

Following are the concerned BHEL officials to whom bidders can contact in case of any difficulty:

GM Purchase, Email: [rmalhotra@bhel.in](mailto:rmalhotra@bhel.in).

DGM Purchase, Email: [kamleshbhel@bhel.in](mailto:kamleshbhel@bhel.in)

Mgr Purchase, Email: [vivekjha@bhel.in](mailto:vivekjha@bhel.in), Ph: +91 – 9429198214

Mgr Purchase, Email: [vvaidya@bhel.in](mailto:vvaidya@bhel.in) Ph: +91 –9792334127

1. 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](http://www.bhel.com) → Tender Notification → List of Banned Firms )
2. Refer above clause no 2 regarding Suspension of Business Dealings: The abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' has now been uploaded on [www.bhel.com](http://www.bhel.com) on "supplier registration page" at the following link: [https://www.bhel.com/sites/default/files/suspension\\_guidelines\\_abridged.pdf](https://www.bhel.com/sites/default/files/suspension_guidelines_abridged.pdf)
3. All Statutory Requirements as applicable for this project shall be complied with.
4. 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 soon as it comes to their notice."
5. The following clause is added under clause 1.10 Security Deposit in Vol-1C:

**Clause No 1.10.8 of Vol-IC General Conditions of Contract: Timely Submission of Security Deposit for Execution of the contract:** "Bidder agrees to submit Security Deposit required for execution of the contract within the time period mentioned. In case of delay in submission of Security Deposit, enhanced Security Deposit which would include interest (Base rate of SBI +6%) for the delayed period, shall be submitted by the bidder. Further, if Security Deposit is not submitted till such time the first bill becomes due, the amount of Security Deposit due shall be recovered as per terms defined in NIT/contract, from the bills along with due interest."

6. **Acceptance of Bank Guarantee (BG)**

**Revision in Acceptance of Bank Guarantee (BG) Clause no. 1.10.3 (iii) of Vol I C GCC:**

**Clause No. 1.10.3 (iii) of Vol IC GCC is revised as below: -**

"Bank Guarantee issued by:

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

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State Bank of India  
ABN Amro Bank N.V.  
Bank of Baroda  
Canara Bank  
Citi Bank N.A.  
Corporation Bank  
Deutsche Bank  
HDFC Bank Ltd.  
The Hongkong and Shanghai Banking Corporation Ltd  
ICICI Bank Ltd.  
IDBI Ltd.  
Punjab National Bank  
Standard Chartered Bank  
State Bank of Travancore  
State Bank of Hyderabad  
Syndicate Bank

- 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".**

**7. Broad Terms & Conditions of Reverse Auction:**

In continuation to Clause 19.0 of NIT (Notice Inviting Tender) following are the broad terms and conditions of Reverse Auction:

"BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on [www.bhel.com](http://www.bhel.com)) (<https://www.bhel.com/guidelines-reverse-auction-2021>) 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."

**Note:-**

**~~1. No benefits to MSE bidders w.r.t Reverse Auction Guidelines as available on [www.bhel.com](http://www.bhel.com) against works contract.~~**

**2. In case of enquiry through e-procurement the sealed electronic price bid (e-bid) is to be treated as sealed envelope price bid.**

- 8. **Clause 1.10.1 of GCC shall be read as:** 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 **Rs. 25,000/- (Twenty Five Thousand Only)**. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.
- 9. **Modes of Security Deposit:** The balance amount to make up the required Security Deposit may be furnished in line with 1.10.3 of GCC.

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**10. The following Clauses of Volume-IC-General Conditions of Contract (GCC) shall not be applicable for this Contract.**

- a) Progress Monitoring, Monthly Review and Performance Evaluation (Clause No. 2.9)
  - b) Time of Completion (Clause No. 2.10)
  - c) Extension of Time for Completion (Clause No. 2.11)
  - d) Overrun Compensation (Clause No. 2.12)
  - e) Interest bearing Recoverable advance (Clause no.2.13)
  - f) Quantity Variation (Clause No.2.14)
  - g) Extra Works (Clause no.2.15)
  - h) Supplementary Works (Clause no.2.16)
  - i) Price Variation Compensation (Clause no. 2.17)
  - j) Retention Amount (Clause no. 2.22)
  - k) Performance Guarantee for Workmanship (Clause no. 2.24)
-

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# TECHNICAL CONDITIONS OF CONTRACT (TCC)

BHARAT HEAVY ELECTRICALS  
LIMITED



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**SCOPE OF WORK AND TERMS & CONDITIONS**

***A) Special 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 hire vehicles as and when necessary under rate contract with the following terms and conditions:

**01** Whenever there is a request for vehicle, same should be sent in the minimum possible duration. In any case, not later than 15 minutes before the departure.

**02** Taxi can be called/required at any point of the time and the agency should have 24 hours service facility.

**03** Only registered taxi (Yellow number plate) in good running condition and latest model (NOT BEFORE JANUARY 2019 MODEL) should be deployed which should have valid registration and valid comprehensive Insurance cover.

**04** Agency should own or on lease at least 05 Nos. cars either in the name of proprietor or in the name of the firm/ company, in the state of Maharashtra and submit documentary proof along with their tender documents failing which the offer submitted will be rejected totally.

**05** Drivers should be neatly dressed and disciplined with valid driving license.

**06** Driver should possess a valid driving license and equipped with Mobile Phone having at least incoming facility during duty time

**07** VOID

**08** VOID

**09** Payment shall be released once in a month. All Bills should be supported along with the duty slips duly signed by the guest / user.

**10.** Parking, Toll Tax, Border Tax shall be paid at actual against submission of original bills along with the monthly bill.

~~**11** GST shall be paid as per government regulations. Party should have a valid GST Registration, proof of the same has to be submitted along with the first monthly bill. Proof of remittances needs to be submitted subsequently.~~

**12** Agency should enclose a list of vehicles owned by them by giving complete details regarding Make, Model, Regn. Number, Insurance particulars, etc.

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**13** Agency should strictly follow all the Rules and Regulations of R.T.O.

**14** Rates shall be valid & firm for a period of three years.

**15** ~~BHEL General Terms & Conditions shall be applicable for this contract.~~

**16** BHEL reserves the right to terminate the contract at any point of time without assigning any reasons whatsoever.

**17** There shall be no deviation from the terms and conditions. Deviation, if any, shall be amounting to disqualification.

**18** Copies of previous three financial years balance sheet and profit & loss account certified by Chartered accountant to be submitted along with the tender documents.

**19** The weightage for the slab is as given below:

**A. For Local Use**

Payment will be for hours used x 10 KMs. or actual used whichever is more with minimum 6 hours' duty / 60 KMs. run

Examples: If vehicle is run for

3 hours and 40 KMs. - Rate shall be for 6 hours / 60 KMs.

4 hours and 65 KMs. - Rate shall be for 65 KMs.

7 hours and 55 KMs. - Rate shall be for 7 hours / 60 KMs. shall be paid

8 hours and 95 KMs. - Rate shall be for 95 KMs shall be paid.

**B. For outstation use**

Rate for minimum 200 kms/day shall be paid if the vehicle has run for less than 200 kms. in one day. One day means up to midnight 1200 hrs. Beyond 1200 hrs. (midnight) it shall be accounted as next/second day.

**Out station rates should include the Night Halt Charges and no extra amount shall be payable.**

**C. Airport / Railway Station - Drop & Pickup**

This will be within the city limits, irrespective of the distance. Flat rate is applicable.

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

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**20.Modality of Award/operation of Contract**

**BHEL intends to distribute / split the total requirements amongst maximum of two contractors. In case of such distribution of taxi services among 2 contractors, notwithstanding the rights of BHEL to change the allocation rates, efforts would be made to distribute the work @ 60% : 40% ratio for L1 & 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, vehicle maintenance, overhead etc., and Exclusive of GST.

**21** All the rates should be quoted in figure and also in words in Vol-II -Price Bid only in NIC portal.

**22** All the offers received will be scrutinized and only technically qualified offers will be considered for Price Bid opening. *Technically unqualified offers will be rejected.*

**23 Evaluation Criteria of Bids for Price Bid**

**24** BHEL reserves the right to negotiate the rates with overall L-1 party. The final rates agreed with the L-1 party will be counter offered to L-2 party also, to have sufficient number of service providers if required.

**25** 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.

**26** If any Bidder fails to deploy the vehicle after issuance of the Work Order in his favour, BHEL may forfeit the earnest money so deposited by him, terminate the contract and also initiate action to blacklist / ban future business dealings with such party.

**27** All tenders shall remain valid for acceptance for a minimum period of 90 (ninety) days from date of Technical Bid opening.

**28** The name, full address and phone numbers of the Tour & Taxi Operators/Travel Agencies should be furnished at appropriate places in the tender documents. In case of a partnership firm, the name and address of all the partners with a certified copy of the partnership deed shall be furnished along with the tender. All partners have to sign the tender documents unless

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the power of attorney has been given to any partner. In such case, copy of the power of attorney duly attested by a Gazetted officer must be attached with the tender. In case of Limited Companies, duly authorized representative shall only sign the bid and in case of proprietorship, proprietor shall himself sign the bid document, for proper validation.

**29. Payment to the Contractor**

- i) Payment to be made to the contractor on the basis of actual work carried out.
- ii) **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.**
- iii) Bills shall be submitted by the contractor along with a consolidated vehicle wise statement, on monthly basis. Payment to the contractor will be made within 30 days from the date of submission of bills. All payments will be made through Electronic Fund Transfer (EFT) only.
- iv) The total hiring charges payable will be rounded off to the nearest full rupee value. Income tax shall be deducted at source as applicable under relevant Act / Law.

**PRICE VARIATION (PVC):** The rates finalized will be firm during the contract period. However, in case of *change in fuel prices*, a change in the rate will be allowed in the following pattern subject to documentary evidence regarding such change. **The fuel price (regular diesel) prevailing at Nagpur on the date of L.O.I issued will be the base price for PVC clause. The quoted rate shall be reviewed for increase/decrease, based on the diesel rate once in every quarter after the completion of 03 months from the previous review for Example: - If work starts from 1<sup>st</sup> October 2022 then price shall be reviewed on 1<sup>st</sup> January 2023 & 1<sup>st</sup> April'23, 1<sup>st</sup> July,23, 1<sup>st</sup> Oct'23, and shall come into effect from the date of review.**

Price variation clause will be applicable only when there is increase/decrease in fuel price (regular diesel) per Litre to the tune of one rupee or more compared to previously considered rate. Price variation will be calculated as follows:-

% Increase/Decrease=

(Revised Rate of Diesel - Base Rate of Diesel On the date of NIT submission) X 0.60 X 100

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Base Rate of Diesel on the date of NIT submission

**30. Contractual and legal obligations of the contractor:**

**1. General**



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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.

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

i) 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.

ii) The drivers shall be provided with mobile phone for communication at least having incoming facility.

iii) The contractor should 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.

*a) To keep the vehicle neat and clean daily / timely before reporting to the duty.*

*b) To allow the passengers to get inside the vehicle and later only he should enter into car.*

*c) To open and close doors for all passengers/customers while boarding and alighting the vehicle.*

*d) Strictly not to smoke / be drunk while on duty.*

*e) Strictly not to use mobile phone while driving the vehicle.*

iv) Contractor will be responsible for the good conduct of his drivers. In case of any misconduct/misbehaviour by any of his taxi drivers on duty, the contractor will replace such drivers immediately.

v) 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.

vi) 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.

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vii) The contractor has to ensure that taxi drivers wear a distinct uniform. The uniform shall be kept in neat and tidy condition.

viii) Contractor has to ensure that all precautions are taken for safety of his drivers and vehicles.

**ix) The Contractor should see that his drivers keep reasonable money to meet contingency expenditure while travelling local/outstation.**

x) The contractor shall have a nominated help desk supervisor with mobile phone for effective coordination/communication with BHEL for taxi requirement. 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 users.

e) To submit bills in time on monthly basis.

### **3. Towards statutory liability**

i) The taxis should have compliance with all the provisions of **Motor Vehicle Act-1988** and rules framed there under as in force from time to time, and fit for hire.

ii) 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.

iii) 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.

iv) 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.

v) 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

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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.

#### **4. Towards supply of vehicles & Trip sheets**

i) 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.

ii) 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.

iii) 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.

*iv) The Contractor shall supply the demanded number of vehicles within one hour 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.*

v) The Bidder should be in a position to supply taxis within 30 mins of booking in urgent/emergency cases.

vi) 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.

vii) 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.

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

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ix) The Contractor agrees that timely supply of taxis is the essence of this contract. The taxis will be utilized for VIPs, Customers and Senior Executives etc., who are to be treated well. The taxis should report to the required points as directed by Concerned Section of BHEL-PSWR within one hour from the time of their request.

x) The Contractor must ensure that the vehicles are furnished with following:

*a) The relevant documents like RC Book, driving license of the driver, comprehensive insurance policy, permit and emission test certificate etc.*

*b) 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.*

*c) The vehicles should be provided with Audio/FM facility.*

*d) The cars should be provided with additional emergency accessories like Stepney, standard toolkit, spare bulb, fuses, fan belt, foot mats and hose pipe etc.*

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

i) In case the vehicle indented is not used by BHEL due to unavoidable circumstances payment will be made for minimum utilization of vehicles i.e. 6 hours x 60 KMs.

ii) The contractor shall not sub-let any portion of the contract.

iii) BHEL also reserves the right to separately deal with any other taxi / vehicle providers during emergency circumstances or for use by VIPs and other dignitaries.

iv) In case of loss of original trip sheet, BHEL reserves the right not to entertain the claim.

v) For administrative reasons, BHEL reserves the right to foreclose the contract at its discretion, at any point of time without assigning any reasons thereof.

vi) 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.

vii) 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.

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**32.. PENALTIES:**

Notwithstanding other rights of BHEL under the contract;

i) 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.

ii) BHEL will levy a penalty of Rs.500/- in each such instance wherein the drivers 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.

iii) BHEL will levy a penalty of Rs.500/- per vehicle in each such instance wherein the drivers engaged by the Contractor, if found or reported by public / customers / executives/anyone travelling in the vehicle, to be not following traffic rules, over speeding or rash driving.

iv) 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.

v) 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.

vi) 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.

vii) 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 / bus station.

viii) 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.

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.

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.

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**33. Duration of the contract:**

The duration of the contract shall be 36 Months from the date of award of work. The contract may be extended for three months on same rates on mutual consent.

**Calculation Sheet of BOQ Items**

Job: RATE CONTRACT FOR PROVIDING TAXI SERVICE ON REQUIREMENT BASIS AT BHEL NAGPUR OFFICE FOR 3 YEARS				
Sl. No	Item	(1) Amaze / Swift Dzire / Etios or similar Taxi Sedan with AC	(2) Suzuki Ertiga / XL6 Marazzo or similar MUV with AC	(3) Innova AC/ Hexa/Honda City or equivalent
A	WITH IN NAGPUR (LOCAL DUTY)	Rs <u>Base Rate</u> /Km for LOCAL DUTY.(highlighted in yellow) ( A(1))	110% of Base Rate/km for LOCAL DUTY ( A(1)*110%)	125% of Base Rate/km for LOCAL DUTY ( A(1)*125%)
		Bidder to Quote this price in Vol-II-Price Bid	0	0
B	OUTSTATION TRIP	80% of Base Rate/km for OUTSTATION TRIP ( A(1)*80%)	90% of Base Rate/km for OUTSTATION TRIP ( A(1)*90%)	100% of Base Rate/km for OUTSTATION TRIP ( A(1)*100%)
		0	0	0
C	Airport Drop / Pickup	500 per trip		
D	Railway Station Drop/Pickup	350 per trip		
	Note:			
1	Bidder to quote the rate exclusive of GST			
2	Bidder is required to quote only Base rate per km in yellow highlighted cell. . The rest values shall automatically derive.			
3	For all vehicles once called, minimum charges shall be 6 hrs / 60 km.			
4	Charges for hours used shall be 10 times the rate per KM i.e. Charge for 01 HR. = Rate/Km X 10.			
5	No Vehicle is to be older than the year 2019			

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6	Travel to Koradi /Bela / Butibori / Khaperkheda / Mauda, etc. shall be treated as local Duty only.
7	For outstation use, rate for minimum 200 KMs/day shall be paid in one day. One-day means up to midnight 1200 hrs.
8	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.
9	All rates shall be rounded off to the nearest paisa

**Chapter II (TAXES, DUTIES & LEVIES)**

**TAXES, DUTIES, LEVIES (Rev 14 dated 09/10/2020)**

- 1) All taxes excluding GST, GST Cess & BOCW Cess **but including, Royalties, fees, license, deposits, commission, any State or Central Levy and other charges whatsoever, if any, shall be borne by you and shall not be payable extra.**
- 2) Any increase of the taxes excluding GST, GST Cess & BOCW Cess, at any stage during execution including extension of the contract shall have to be borne by the contractor. Quoted/ accepted rates/ price shall be inclusive of all such requirements. Please note that since GST on output will be paid by BHEL separately as enumerated below, your quoted rates/ price should be after considering the Input Credit under GST law at your end.
- 3) **GST :**  
The successful bidder shall furnish proof of GST registration .GST along with Cess (as applicable) legally leviable & payable by the successful bidder as per GST Law, shall be paid by BHEL. Hence Bidder shall not include GST along with Cess (as applicable) in their quoted price.
- 4) GST charged in the Tax Invoice/Debit note by the contractor shall be released separately to the contractor only after contractor files the outward supply details in GSTR-1 on GSTN portal and input tax credit of such invoice is matched with corresponding details of outward supply of the contractor and has paid the GST at the time of filing the monthly return
- 5) E-invoicing under GST has been implemented with effect from 1st October 2020 for all the taxable persons having turnover more than the threshold limit in any preceding financial year from 2017-18 onwards. Therefore, for all the taxable persons falling under the purview of E-invoice, it is mandatory to mention a valid unique Invoice Reference No. (IRN) and QR code as generated from E-Invoicing portal of the Government for the purpose of issuing a valid Tax Invoice. Only an E-invoice issued in the manner prescribed under rule 48(4) of CGST Rules shall be treated as valid invoice for reimbursement of GST amount.  
If the successful Bidder is not falling under the purview of E-Invoicing then he has to submit a declaration in that respect along with relevant financial statements.
- 6) 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 GSTN – As per **Annexure -1**  
NAME -- Bharat Heavy Electricals Limited  
ADDRESS – Site address
- 7) Bidder to immediately intimate on the day of removal of Goods (in case of any supply of goods) to BHEL along with all relevant details and a scanned copy of Tax Invoice to below email ids to enable BHEL to meet its GST related compliances :-  
Email id ---- to be intimated later on.  
In case of delay in submission of the abovementioned documents on the date of dispatch, BHEL may incur penalty /interest for not adhering to Invoicing Rules under GST Law. The same will be liable to be recovered from the successful bidder, if such delay is not attributable to BHEL.
- 8) In case of raising any Supplementary Tax Invoice (Debit / Credit Note) Bidder shall issue the same containing all the details as referred to in Section 34 read with Rule 53.



**Chapter-II (Taxes, Duties & Levies)**

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- 9) Bidder shall note that in case GST credit is delayed/ denied to BHEL due to delayed / non receipt of goods and /or tax invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from the vendor along with interest levied / leviable on BHEL, as the case may be.
- 10) Bidder shall upload the Invoices raised on BHEL in GSTR-1 within the prescribed time as given in the GST Act. Bidder shall note that in case of delay in declaring such invoice in your return and GST credit availed by BHEL is denied or reversed subsequently as per GST Law , GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from the bidder along with interest levied / leviable on BHEL.
- 11) Way Bill: Successful Bidder to arrange for way bill / e-waybill for any transfer of goods for the execution of the contract.

The Bidder has to make their own arrangement at their cost for completing the formalities, if required, with Issuing Authorities, for bringing materials, plants & machinery at site for execution of the works under this contract, Road Permit/ Way Bill, if required, shall be arranged by the contractor and BHEL will not supply any Road Permit/ Way Bill for this purpose.

- 12) **New taxes and duties:-**Any New taxes & duties, if imposed subsequent to due date of offer submission as per NIT & TCN, by statutory authority during contract period including extension, if the same is not attributable to you, shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, you shall obtain prior approval from BHEL before depositing new taxes and duties.  
Benefits and/or abolition of all existing taxes must be passed on to BHEL against new Taxes, if any, proposed to be introduced at a later date.  
In case any new tax/levy/duty etc. becomes applicable after the date of bidder's offer but before opening of the price bid, the bidder must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of the price bids. Claim for any such impact after opening the price bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.
- 13) For transportation work, bidder shall declare in his quotation whether he is registered under GST, if yes, whether he intends to claim GST on forward charge basis. In absence of this declaration, BHEL will proceed further with the assumption that bidder intends not to claim GST on forward charge basis. However, in case of GST registered transporter, the amount to the extent of goods and service tax will be retained till BHEL avails the credit of GST. Further, transporter shall issue tax invoice which inter alia includes gross weight of the consignment, name of the consigner and the consignee, registration number of vehicle in which the goods are transported, details of goods transported, details of place of origin and destination, GSTIN of the person liable for paying tax whether as consigner, consignee or goods transport agency, and also containing other information as mentioned under rule 46.
- 14) **TDS under Income Tax shall be deducted at prevailing rates on gross invoice value from the running bills unless exemption certificate from the appropriate authority/ authorities is furnished.**
- 15) **TDS under GST shall be deducted at prevailing rates on applicable value from the running bills.**

**Chapter-II (Taxes, Duties & Levies)**

- 16) TCS under Income Tax 1961 has been implemented with effect from 1<sup>st</sup> October 2020 for every seller having turnover more than threshold limit during financial year immediately preceding financial year in which the sale of goods is carried out, who receives any amount as consideration for sale of any goods of the value or aggregate of such value exceeding threshold limit other than export of goods or who is already covered under other provision of section 206C, collect from the buyer, TCS as per applicable rates of the sale consideration exceeding threshold limit subject to following conditions

- i. Buyer shall be as per clause (a) of section 206C- (1H)
- ii. Seller shall be as per clause (b) of section 206C- (1H)
- iii. No TCS is to be collected, if the seller is liable to collect TCS under other provision of section 206C or the buyer is liable to deduct TDS under any provision of the Act and has deducted such amount.

**If Successful Bidder is falling under the purview of TCS then he has to submit a declaration in that respect along with relevant financial statements before the start of work or if bidder is falling under preview of TCS during the work in progress then bidder is compulsorily required to submit relevant financial statement in the beginning of the respective FY.**

**For TCS claim, vendor has to submit relevant documents required as per Income Tax Act.**

- 17) Refer Annexure – 2 for BOCW Act & Cess Act.

**ANNEXURE-1**

**State wise GSTIN no.s of BHEL**

Sl. No	Projects under state	GSTIN
1	Andhra Pradesh	37AAACB4146P7Z8
2	Bihar	10AAACB4146P1ZU
3	Chhattisgarh	22AAACB4146P1ZP
4	Gujarat	24AAACB4146P1ZL
5	Jharkhand	20AAACB4146P5ZP
6	Madhya Pradesh	23AAACB4146P1ZN
7	Maharashtra	27AAACB4146P1ZF
8	Orissa	21AAACB4146P1ZR
9	Telangana	36AAACB4146P1ZG

**ANNEXURE-2**

**BOCW Act & Cess Act**

Bidder may please note that the sub-contractor/bidder of BHEL engaging building or construction worker in connection with building or other construction work, are required to follow the procedures enumerated below:

1. It shall be the sole responsibility of the contractor as employer to ensure compliance of all the statutory obligations under the Building and other Construction Workers' (Regulation of

**Chapter-II (Taxes, Duties & Levies)**

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Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.

2. It shall be sole responsibility of the contractor engaging Building Workers in connection with the building or other construction works in the capacity of employer to apply and obtain registration certificate specifying the scope of work under the relevant provisions of the Building and Other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 from the appropriate Authorities.
3. It shall be responsibility of the contractor to furnish a copy of such Registration Certificate within a period of one month from the date of commencement of Work.
4. It is responsibility of the contractor to register under the Building and other Construction Workers' Welfare Cess Act, 1996 and deposit the required Cess for the purposes of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 at such rate as the Central Government may , by notification in the Official Gazette, from time to time specify. However, before registering and deposit of Cess under the Building and other Construction Workers' Welfare Cess Act, 1996, the contractor will seek written prior approval from the Construction Manager.
5. It shall be sole responsibility of the contractor as employer to get registered every Building Worker, who is between the age of 18 to 60 years of age and who has been engaged in any building or other construction work for not less than ninety days during the preceding twelve months as Beneficiary under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996.
6. It shall be sole responsibility of the contractor as employer to maintain all the registers, records, notices and submit returns under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.
7. It shall be sole responsibility of the contractor as employer to provide notice of poisoning or occupation notifiable diseases, to report of accident and dangerous occurrences to the concerned authorities under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the rules made thereunder and to make payment of all statutory payments & compensation under the Employees' Compensation Act, 1923.
8. It shall be the responsibility of the sub-contractor as employer to make payment/deposit of applicable cess amount on the extent of work involving building or construction workers engaged by the sub-contractor within a period of one month from the receipt of payment. It shall also be responsibility of the Contractor to furnish BHEL on monthly basis, Receipts/ Challans towards Deposit of the Cess under the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder along with following statistics :
  - (i) Number of Building Workers employed during preceding one month.
  - (ii) Number of Building workers registered as Beneficiary during preceding one month.
  - (iii) Disbursement of Wages made to the Building Workers for preceding wage month.
  - (iv) Remittance of Contribution of Beneficiaries made during the preceding month
9. BHEL shall reimburse the contractor the Cess amount deposited for the purposes of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 under the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder. However, BHEL shall not reimburse the Fee paid towards the registration of establishment, fees paid towards registration of Beneficiaries and Contribution of Beneficiaries remitted.

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10. It shall be responsibility of the Building Worker engaged by the Contractor and registered as a beneficiary under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 to contribute to the Fund at such rate per mensem as may be specified by the State government by notification in the Official Gazette. Where such beneficiary authorizes the contractor being his employer to deduct his contribution from his monthly wages and to remit the same, the contractor shall remit such contribution to the Building and other construction Workers' Welfare Board in such manner as may be directed by the Board , within the fifteen days from such deduction.
11. Bidders may please note that though the quoted price is exclusive of BOCW (which will be reimbursed by BHEL as per sub-clause 9 above) , however, If at any point of time during the contract period, non-compliance of the provisions of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder is observed, BHEL reserves the right to deduct the applicable cess (1%) on the contract value and penalty ( if any, imposed by Cess Authorities) from the payables on account of non-compliance.
12. The contractor shall declare to undertake any liability or claim arising out of employment of building workers and shall indemnify BHEL from all consequences / liabilities / penalties in case of non-compliance of the provisions of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.

**Chapter- III Forms**

**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.