

TENDER SPECIFICATION

Tender Specification No BHE/PW/PUR/PSWR-HQ-TAXI/2297

FOR

Rate Contract for Providing Taxi service on requirement basis at
BHEL Nagpur office for 2 years.

VOL-I : TECHNICAL BID SPECIFICATION



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

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Tender Specification Issue Details

NO: BHE/PW/PUR/PSWR-HQ-TAXI/2297

FOR

**Rate Contract for Providing Taxi service on requirement basis at
BHEL Nagpur office for 2 years.**

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

AGM (Purchase)
Place: Nagpur
Date:

2297

NOTICE INVITING TENDER

(Document No PS:MSX:NIT:Rev 01 dated 1st
Jun 2012)

Bharat Heavy Electricals Limited



BHARAT HEAVY ELECTRICALS LIMITED
POWER SECTOR WESTERN REGION, NAGPUR

T.S. NO BHE/PW/PUR/PSWR-HQ-TAXI/2297

DT: 22/07/2020

NOTICE INVITING TENDER (NIT)

NOTE: BIDDER MAY DOWNLOAD FROM WEB SITES

Dear Sir/Madam

Sub : NOTICE INVITING TENDER

Sealed offers in two part bid (Techno-commercial Bid & Price Bid) system are invited from reputed & experienced bidders (meeting [PRE QUALIFICATION CRITERIA](#) as mentioned in Annexure-I) for the subject job by the undersigned on 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

SL NO	ISSUE	DESCRIPTION	
i	TENDER NUMBER	BHE/PW/PUR/PSWR-HQ-TAXI/2297	
ii	Broad Scope of job	Rate Contract for Providing Taxi service on requirement basis at BHEL Nagpur office for 2 years	
iii	DETAILS OF TENDER DOCUMENT		
Vol-I - Tender Specification Applicable			
Vol-II- Price Bid Specification- Applicable			
iv	Issue of Tender Documents	Date: 22/07/2020 Through BHEL Web Portal www.bhel.com Tender documents will be available for downloading from website till due date of submission	Applicable
v	DUE DATE & TIME OF OFFER SUBMISSION	Date :01/08/2020 , Time :15.00Hrs Email/ registered post /by hand only Place : Through E-mail only to vivekjha@bhel.in , kabhi@bhel.in prchiwarkar@bhel.in , vgrathod@bhel.in navinks@bhel.in Please note that tender has to be submitted through E-mail only. Tender in any other form shall not be accepted	Applicable
vi	OPENING OF TENDER	Date :01/08/2020 , Time :16.00Hrs Notes: (1) In case the due date of opening of tender becomes a non-working day, tenders shall be opened on next working day at the same time.	Applicable

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		(2) Bidder may depute representative to witness the opening of tender.	
vii	EMD AMOUNT	Rs. 10,000/- (Rupees Ten Thousand Only) (MSE Bidders are exempt from paying EMD, Bidder need to furnish proof against the same)	Applicable MSME & NSIC registered bidders are exempted from submitting EMD provided the certificate of registration)
viii	COST OF TENDER	NA	Applicable
ix	LAST DATE FOR SEEKING CLARIFICATION	<p>Date: At least 3 days before the due date of offer submission</p> <p>Along with soft version also, addressing to undersigned & to others as per contact address given below</p> <p>Viveka Nand Jha, Dy Manager (Purchase) E-mail: vivekjha@bhel.in</p> <p>Abhijeet Kumar , Dy Manager (Purchase) E-mail: kabhi@bhel.in</p> <p>Navin Kumar Singh, Sr Executive/HR E-mail: navinks@bhel.in</p>	Applicable
X	Pre-Bid Discussion	28/07/2020	Applicable
xi	Latest updates	<p>Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (www.bhel.com -->Tender Notifications →View Corrigendums) and not in the newspapers. Bidders to keep themselves updated with all such information</p>	
		<p>Contact details (BHEL-PSWR)</p> <p>Viveka Nand Jha, Dy Manager (Purchase) E-mail: vivekjha@bhel.in Ph:0712-2858713/9429198214</p> <p>Abhijeet Kumar , Dy Manager (Purchase) Ph: 0712-2858704 /9665748329 E-mail: kabhi@bhel.in</p>	

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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 & stamped on each page, 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 Unless specifically stated otherwise, bidder shall remit cost of tender and courier charges if applicable, in the form of Demand Draft drawn in favor of Bharat Heavy Electricals Ltd, payable at Power Sector Regional HQ at Nagpur issuing the Tender, along with techno-commercial offer. Bidder may also choose to deposit the Tender document cost by cash at the Cash Office as stated above against sl no iv of 1, on any working day; and in such case copy of Cash receipt is to be enclosed with the Techno Commercial offer. Sale of tender Documents shall not take place on National Holidays, holidays declared by Central or State Governments and BHEL PS HQ at Nagpur, Sundays and second/ last Saturdays~~

4.0 Unless specifically stated otherwise, bidder shall deposit EMD as per the provisions given below

- I. EMD can be paid in cash deposit (as permissible under extant Income Tax Act) before tender opening,
- II. EMD can be paid through Banker's cheque/Pay order/Demand Draft, in favour of 'Bharat Heavy Electricals Limited' and payable at Regional HQ issuing the tender (Along with the offer).
- III. Electronic Fund Transfer credited in BHEL account (before tender opening). Details of BHEL account have been furnished below.
- IV. Fixed Deposit Receipt (FDR) issued by Scheduled banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).

Note: In addition, the EMD amount in excess of Rs. Two Lakh may also be accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for at-least six months.

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

In case of remittance of EMD through Electronic Fund Transfer, Bank account details of BHEL PSWR to be used is as below:-

NAME OF THE COMPANY	BHARAT HEAVY ELECTRICALS LTD
ADDRESS OF THE COMPANY	SHREE MOHINI COMPLEX 345, KINGSWAY,NAGPUR
NAME OF BANK	STATE BANK OF INDIA
NAME OF BANK BRANCH AND BRANCH CODE	SBI,KINGSWAYBRANCH,BRANCH CODE- 00432
CITY	NAGPUR
ACCOUNT NUMBER	31380025872
ACCOUNT TYPE	CURRENT A/C
IFSC CODE OF THE BANK BRANCH	SBIN0000432
MICR CODE OF THE BANK BRANCH	440002002

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Above bank account, details can be used for remittance of Security Deposit as well by the successful tenderer.

Description/ Mode of Submission	EFT	Cash	FDR	DD/Pay Order
Proof of EMD along with the offer			Scan Copy has to be uploaded	Scan Copy has to be uploaded
Submission of EMD to BHEL PSWR, Nagpur	Receipt of Amount Transferred into BHEL Account	Receipt of cash deposit at BHEL office	The Original FDR to be sent through Courier/Post to BHEL PSWR Nagpur.	Original DD/ Pay order to be sent through Registered Post

5.0 **Procedure for Submission of Tenders:** The Tenderers must submit their Tenders to Officer inviting Tender, as detailed below:

5.1 Bidders must submit their offer through **Email/registered post/by hand only** and following documents are required as Bidders offer:

- | | |
|---|------------|
| I. 'No deviation Certificate' as per Sl No 5.2 | } (Part-I) |
| II. Proof of EMD as per Sl No 5.3 below | |
| III. All documents mentioned in Check list (Annexure 4 of this NIT) | |
| IV. Password Protected "Price Bid" as per SL No 5.4 (Part-II) | |

Note: Bidder to ensure that total size of attachments in **single E-mail does not exceed 18 MB**. If required, bidder may send multiple E-mails for submission of offer. BHEL shall not be liable if offer is not received to BHEL before due date and late offer shall not be accepted under any circumstance. Tenders shall be sent via E-mail with due allowance for any last minute failure in internet connectivity etc.

5.2 Bidder has to submit "**No deviation certificate**" on or before the due date as indicated (Note: Submission of "No deviation certificate" would imply bidder's compliance with all the NIT terms and conditions.)

5.3 Proof of EMD viz Copy of Cash receipt issued by BHEL of requisite amount, Fixed Deposit Receipt (FDR) issued by Scheduled banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL), copy of receipt of Electronic Fund Transfer of requisite amount or scanned copy of Banker's cheque / Pay order / FDR / Demand Draft, must be furnished through email along with 'No Deviation Certificate' and other documents on or before the due date as indicated. However In case of Demand Draft/ Payorder/FDR/BG, Original Demand Draft/ Payorder/FDR/BG shall be sent to the officer inviting tender within a reasonable time failing which the offer is liable to be rejected.

5.4 **Password Protected Price bid** shall be submitted through email (password protected) ~~in hard (in separate sealed cover)~~ on or before the due date as indicated. Password of the

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protected file shall be declared by the bidder upon specific request of BHEL at the specified time to be informed later. Price bid shall be opened upon completion of part – I documents.

5.5 The email offer shall be addressed to following mail ids

I. vivekjha@bhel.in

II. kabhi@bhel.in

III. prchiwarkar@bhel.in

IV. navinks@bhel.in

V. manisht@bhel.in

VI. ygrathod@bhel.in

- Bidders are not required to submit any documents other than those detailed in SI No. 5.1

The Tenderers must submit their Tenders, as detailed below:

- PART-I consisting of 'PART-I A (Techno Commercial Bid)' & 'PART-I B (EMD/COST of TENDER)'
- PART-II (Price Bid)

The contents of the offer/tender are as given below. **(All Documents to be signed, stamped and sent through E-mail)**

SN	Description	Remarks
	Part-I A	
i.	Covering letter/Offer forwarding letter of Tenderer (Provided elsewhere in the technical bid)	
ii.	Duly filled-in 'No Deviation Certificate' as per prescribed format. Note: <ul style="list-style-type: none">a. In case of any deviation, the same should be submitted separately, indicating respective clauses of tender against which deviation is taken by bidder. 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.<ul style="list-style-type: none">i). In case of acceptance of the deviations, appropriate loading shall be done by BHELii). In case of unacceptable deviations, BHEL reserves the right to reject the tender	

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SN	Description	Remarks
iii.	Supporting documents/ annexure/ schedules/ drawing etc as required in line with Pre-Qualification criteria. It shall be specifically noted that a credential certificates issued by clients shall distinctly bear the name of organization, contact phone 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)	
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 – I E: Technical Specifications and Plot Plan	
xiii.	Volume – II (UNPRICED – without disclosing rates/price, but mentioning only 'QUOTED' or 'UNQUOTED' against each item	
xiv.	Any other details preferred by bidder with proper indexing.	

	PART-I B	
i.	<p>1. Earnest Money Deposit (EMD) in the form as indicated in this Tender OR Documentary evidence for 'One Time EMD' with the Power Sector Region of BHEL floating the Tender</p> <p>2. Cost of Tender (Demand Draft or copy of Cash Receipt as the case may be)</p> <p>Note: Refer Clause No-3 and 4 of NIT for further details</p>	

	PART-II	
ii	Volume II – PRICE BID (Duly Filled in Schedule of Rates – rate/price to be entered in words as well as figures)	

- SPECIAL NOTE: All documents/ annexures to be submitted should be through E-mail. BHEL shall not be responsible for in-complete documents.**

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- 7 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 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 Void.
 - 10 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 For any clarification on the tender document, the bidder may seek the same ~~in writing or~~ through e-mail, by mentioning NIT No, reference clause of tender document and Bidder's query within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to ~~postal~~ network 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 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 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 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.
 - 15 Bidders shall submit Integrity Pact Agreement (Duly signed by authorized signatory who signs in the offer), **if applicable**, along with techno-commercial bid. This pact shall be considered as a preliminary qualification for further participation. **The names and other details of Independent External Monitor (IEM) for the subject tender is as given at point (1) above.**
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- 16 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-1 (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 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 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 BHEL reserves the right to decide the successful bidder on the basis of Reverse Auction process. In such case all qualified bidders will be intimated regarding procedure/modality for Reverse Auction process prior to Reverse Auction and price will be decided as per the rules for Reverse Auction.~~
- ~~However, if reverse auction process is unsuccessful as defined in the RA rules/procedures, or for whatsoever reason, then the sealed 'PRICE BIDS' will be opened for deciding the successful bidder. BHEL's decision in this regard will be final and binding on bidder.~~ **Reverse auction Not applicable**
- 20 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 21 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. For the tenders requiring services of Original supplier of equipment/services, offer is preferred from the OEM/Principal. However, if the OEM/Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer/supplier in the same tender. Moreover, either the agent could bid on behalf of manufacturer / supplier or manufacturer / supplier could bid directly but not both. In case bids are received from both manufacturer / supplier and the agent, bid from agent shall be ignored.
- 22 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- ~~23 Consortium Bidding (or Technical Tie up) shall be allowed only if specified in Pre Qualifying Requirement (PQR) criteria, and in such a case the following shall be complied with:~~
- 24 The bidder shall submit 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.
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25 The bidder may have to produce original document for verification if so decided by BHEL.

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

for BHARAT HEAVY ELECTRICALS LTD

AGM Purchase

Enclosure

01. Annexure-1: Pre Qualifying criteria
02. Annexure-2: Important Information.
03. Annexure-3 : MSE Declaration
04. Annexure-4: Check List
- 05 Other Tender documents as per this NIT

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PRE QUALIFYING REQUIREMENTS (Annexure-1)

JOB	Rate Contract for Providing Taxi service on requirement basis at BHEL Nagpur office for 2 years.
TENDER NO	BHE/PW/PUR/PSWR-HQ-TAXI/2297

SL NO	PRE QUALIFICATION CRITERIA	Bidders claim in respect of fulfilling the PQR Criteria	
		Name and Description of qualifying criteria	Page no of supporting document. Bidder must fill up this column as per applicability
A	Submission of Integrity Pact duly signed (if applicable)	NOT APPLICABLE	
B	<p><u>B) 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></p> <p>B.1) The Bidder must be a registered Tour & Taxi Operator / Travel Agency. Copy of registration certificate shall be enclosed.</p> <p style="text-align: center;">AND</p> <p>B.2) 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;">AND</p> <p>B.3) The Bidder should be having minimum 05 Nos. vehicles consisting Hatchback, Sedan, MUV/MPV types (NOT BEFORE JANUARY 2016 MODEL) registered in the state of Maharashtra under Taxi permit & 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;">AND</p> <p>B.4) The Bidder shall have executed any of the following similar work during last 7 years (<i>Similar work means supply of Taxi/passenger vehicle on requirement basis / monthly hire basis to any Govt. undertaking/Companies/ Establishments/ Organisation against Work order / Purchase order/Agreement.</i>)</p> <p>B.4.1) <i>Provided the similar service for min. 6 Months in continuous to a single customer.</i></p> <p style="text-align: center;">OR</p> <p>B.4.2) <i>Executed the one similar work of value not less than ₹ 24 Lakhs.</i></p>	APPLICABLE	Bidder to submit documentary proof to establish the qualifying requirements

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	<p style="text-align: center;">OR</p> <p>B.4.3) Executed the Two similar works of value not less than ₹ 15 Lakhs - each.</p> <p style="text-align: center;">OR</p> <p>B.4.4) Executed the Three similar works of value not less than ₹ 12 Lakhs each.</p> <p style="text-align: center;">OR</p> <p>B.4.5) Provided the similar service of cumulative value of ₹18 Lakhs or more in any consecutive period of 24 months.</p>		
C-1	<p><u>FINANCIAL TURNOVER</u></p> <p>Bidders must have achieved an average annual financial turnover of Rs 9.0 Lakhs or more over last three Financial Years (FY) i.e. Financial Years 2016-17, 2017-18 & 2018-19.</p>	APPLICABLE	
C-2	<p><u>NETWORTH (only in case of Companies)</u></p> <p>Net worth of the Bidder based on the latest Audited Accounts as furnished for 'C-1' above should be positive.</p>	APPLICABLE	
C-3	<p><u>PROFIT</u></p> <p>Bidder must have earned cash profit in any one of the three Financial Years as applicable in the last three Financial Years defined in 'C-1' above based on latest Audited Accounts.</p>	APPLICABLE	
C-4	<p>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>	Applicable	
D	<p>Assessment of Capacity of Bidder to execute the work as per sl no 9 of NIT (if applicable)</p>	NOT APPLICABLE	By BHEL
E	<p>Price Bid Opening</p> <p>Note: Price Bids of only those bidders shall be opened who stand qualified after compliance of criteria A to E</p>	APPLICABLE	BY BHEL
F	<p>Consortium criteria</p>	NOT APPLICABLE	
	<p><u>Explanatory Notes for PQR B (Technical)</u></p> <p>1) For the criteria (B1), actual executed value shall be considered.</p> <p>2) Value of work is to be updated with indices for "All India Avg. Consumer Price index for industrial workers" and "Monthly Whole Sale Price Index for All Commodities" with base month as per last month of work execution and indexed up to three (3) months prior to the month of latest due date of bid submission as per following formula-</p> $P = R + \left\{ 0.425 \times R \times \frac{(X_N - X_0)}{X_0} + \left\{ 0.425 \times R \times \frac{(Y_N - Y_0)}{Y_0} \right\} \right\}$		

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	<p>Where</p> <p>P = Updated value of work</p> <p>R = Value of executed work</p> <p>X_N = All India Avg. Consumer Price index for industrial workers for three months prior to the month of latest due date of bid submission (e.g. If latest bid submission date is 02-Mar-17, then bid submission month shall be reckoned as March'17 and index for Dec'16 shall be considered).</p> <p>X_0 = All India Avg. Consumer Price index for industrial workers for last month of work execution.</p> <p>Y_N = Monthly Whole Sale Price Index for All Commodities for the month, three months prior to the month of latest due date of bid submission (e.g. If latest bid submission date is 02-Mar-17, then bid submission month shall be reckoned as March'17 and index for Dec'16 shall be considered).</p> <p>Y_0 = Monthly Whole Sale Price Index for All Commodities for last month of work execution.</p> <p>3) Time period for achievement of the 'Technical' criteria of PQR (as in 'B' above) will be the last 7 years ending on the 'latest date' of Bid submission</p> <p>4) For evaluation of PQR, the credentials of the Bidder alone, and not that of the Group Company shall be considered.</p> <p>5) Completion date for achievement of the technical criteria specified in the Common QR 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.</p> <p>6) Bidder to submit Audited Balance Sheet and Profit and Loss Account for the respective years as indicated against C-1 above along with all annexures.</p> <p style="padding-left: 20px;">a) 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 i.e total divided by three.</p> <p style="padding-left: 20px;">b) 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 style="padding-left: 20px;">c) C-2:-NETWORTH: Shall be calculated based on the latest Audited Accounts as furnished for C-1 above. Net worth = Paid up share capital + Reserves. (Net worth is required to be evaluated in case of companies) .</p> <p style="padding-left: 20px;">d) C-3:- PROFIT : shall be NET profit (PAT + Non cash expenditure viz depreciation) earned during any one of the three financial years as in C-1 above.</p> <p style="padding-left: 40px;">Note: PROFIT shall be PBT earned during any one year of last three financial years as in 'C-1' above.</p> <p>7) 'EXECUTED' means the Vendor should have achieved the criteria specified in the Technical criteria of PQR (as in 'B' above) even if the Contract has not been completed or closed</p>
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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

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Annexure -2

IMPORTANT INFORMATION

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

Postal Address:

AGM /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:

- a) AGM Purchase, Email id: prchiwarkar@bhel.in Ph: +91 – 712 – 2858633
- b) Dy Manager Purchase, Email: vivekjha@bhel.in Ph: +91-712-2858713/9429198214
- c) Dy Manager Purchase, Email: kabhi@bhel.in : +91 – 712-2858704 /9665748329

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 ---> Tender Notification -> List of Banned Firms)**
2. **Refer 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 on "supplier registration page" at the following link: http://www.bhel.com/vender_registration/pdf/Suspension_guidelines_abridged.pdf**
3. **The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.**

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

1.1. Commitment by BHEL:

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

1.2. Commitment by Bidder/ Supplier/ Contractor:

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

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

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on www.bhel.com and/or under applicable legal provisions”.

4. ~~“Pradhan Mantri Kaushal Vikas Yojna: The contractor shall, at all stages of work deploy skilled/semi-skilled tradesmen who are qualified and possess certificate in particular trade from CPWD Training Institute/Industrial Training Institute/ National Institute of Construction Management and Research (NICMAR), National Academy of Construction, CIDC or any similar reputed and recognized Institute managed/ certified by State/ Central Government. The number of such qualified tradesmen shall not be less than 20% of total skilled/semi-skilled workers required in each trade at any stage of work. The contractor shall submit number of man days required in respect of each trade, its scheduling and the list of qualified tradesmen along with requisite certificate from recognized Institute to Engineer-in-Charge for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesmen within two days of written notice from Engineer-in-Charge. Failure on the part of contractor to obtain approval of Engineer-in-Charge or failure to deploy qualified tradesmen will attract a compensation to be paid by contractor at the rate of Rs.100 per such tradesman per day. Decision of Engineer-in-Charge as to whether particular tradesman possesses requisite skill and amount of compensation in case of default shall be final and binding”.~~

5. All Statutory Requirements as applicable for this project shall be complied with.

6. 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."

7. Following clause shall form part of the HSE documents issued under Chapter IX of Volume IB 'Special Conditions of Contract'

~~“In case of any financial deduction made by Customer for lapses of safety other than what is provided elsewhere in the contract, the same shall be charged on back to back basis on the defaulting contractor without prejudice to any other right spelt anywhere in the tender /contract”~~

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8. **Compensation in case of Death/ Permanent Incapacitation of Person:** BHEL shall recover the amount of compensation paid to victim (s) by BHEL towards loss of life/ permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employee as detailed below:
- a) Victim: Any person who suffers permanent disablement or dies in an accident as defined below.
 - b) Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/ operation and works incidental thereto at BHEL factories/ offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works/ during working at BHEL Units/ Offices/ townships and premises/ Project sites.
 - c) Compensation in respect of each of the victims:
 - (i) In the event of death or **permanent disability** resulting from **Loss of both limbs**: Rs 10,00,000/- (**Rs Ten Lakh**)
 - (ii) In the event of **other permanent disability**: Rs 7,00,000/- (**Rs Seven Lakh**)

Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to Section 2(I) of the Employee's Compensation Act, 1923.

~~9. **Please take note of following Revised Tender Clauses:**~~

- ~~i) **Notice Inviting Tender: Sl No 4 and corresponding Changes in GCC Clause No 1.9 regarding EMD**~~
- ~~ii) **General conditions of Contract: Clause 1.10, 2.13, 1.15.11, Clause No 2.7.10 (New), Clause No 2.28.5 (New)**~~

8. MSE Vendors:

Micro & Small Enterprises (MSE) is exempted from Payment of Tender Fees (as in Sl No 1 viii of NIT) and Earnest Money deposit (EMD) (as in Sl No 1 vii of NIT.)

To avail the above benefit, participating MSEs should be registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or Udyog Aadhaar Memorandum or any other body specified by Ministry of Micro Small and Medium Enterprises.

MSE bidders can avail the above benefit only if they submit along with the offer, **copies of either Udyog Aadhaar Memorandum or EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with copy of a CA certificate** (format enclosed at 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 date of bid opening (part 1 in case of two part bid). Non submission of said documents will lead to consideration of their bid at par with other bidders in terms of EMD. No benefit shall be applicable for this enquiry, if any deficiency in the above required documents is not submitted before price bid opening. ~~If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal.~~

Note: Non submission of said documents by bidders will lead to consideration of their bids at par with other bidders in terms of EMD & cost of tender.

FORFEITURE OF EMD:

EMD by the Tenderer will be forfeited as per Tender Documents if:

- I. After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
- II. The Contractor fails to deposit the required Security deposit or commence the work within recommended work commencement date.

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

EMD given by all unsuccessful tenderers shall be refunded after of award of work.

EMD shall not carry any interest.

EMD of successful tenderer will be retained as part of Security Deposit.

9. Security deposit

- Security Deposit means the security provided by the Contractor towards fulfilment of any obligations in terms of the provision of the contract. Upon acceptance of Tender, the successful Tenderer should deposit the required amount of Security Deposit for satisfactory completion of work. The total amount of Security Deposit will be **Rs25,000/- (Twenty Five Thousand Only)**. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.
- **Modes of Security Deposit:** The balance amount to make up the required Security Deposit may be furnished in any one of the following forms

i) Cash (as permissible under the extant Income Tax Act)

ii) Local cheques of scheduled banks (subject to realization) / Pay Order / Demand Draft / Electronic

Fund Transfer, in favour of BHEL.

iii) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies

Act. The Bank Guarantee format for Security Deposit shall be in the prescribed formats.

iv) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL.

v) Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc.

(Certificates should be held in the name of Contractor furnishing the security and duly endorsed/hypothecated/pledged, as applicable, in favour of BHEL).

- **Remittance of Security Deposit:** At least 50 % of the required Security Deposit, including the EMD, shall be submitted **before start of work**. Balance of the Security Deposit can be submitted by way of deduction of 10% of the gross amount progressively from each running bills of the contractor till the total amount of the required Security Deposit is collected.

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In case the value of work exceeds from the awarded / accepted value, the Security Deposit shall be correspondingly enhanced as given below:

The enhanced part of the Security Deposit shall be immediately deposited by the Contractor or adjusted against payments due to the Contractor.

- **Delay in 1st submission of SD:** SD is to be furnished by the vendor before start of work. No payment will be released till SD is submitted by the vendor.
However if requested by the vendor, cash recovery equivalent to SD value to be made from the running bills submitted by the vendor. In such case, recovery of interest calculated @SBI PLR +2% on amount equivalent to SD value to be made for the gap period (difference between date of start of work and date of submission of BG/ cash recovery).
- The Security Deposit shall not carry any interest
- The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee (by contractor) in acceptable form, but only once, before completion of work, at the discretion of BHEL.
- The validity of Bank Guarantees towards Security Deposit shall be initially upto the completion period as stipulated in the Letter of Intent/Award + 3 months, and the same shall be kept valid by proper renewal till the fulfillment of all contractual obligations as per terms of the contract.
- BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the Contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off the Security Deposit against any claims of other contracts with BHEL.
- **RETURN OF SECURITY DEPOSIT** Security Deposit shall be refunded/Bank Guarantee(s) released to the Contractor upon fulfilment of contractual obligations as per terms of contract, after deducting all expenses / other amounts due to BHEL under the contract / other contracts entered into with them by BHEL.

Note:

1. Format for BG in lieu of Security deposit shall be provided on request.
2. BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.
3. Security Deposit shall not carry any interest.

10. AUTHORISATION & ATTESTATION: Tenders shall be signed by persons duly authorised/empowered to do so. Certified copies of such authority and relevant documents shall be submitted along with the tenders.

11. EXECUTION OF CONTRACT AGREEMENT: The successful tenderer's responsibility under this contract commences from the date of issue of the Letter of Intent by Bharat Heavy Electricals Limited. The Tenderer shall submit an unqualified acceptance to the Letter of Intent/Award within the period stipulated therein.

The successful tenderer shall be required to execute an agreement in the prescribed form, with BHEL, within a reasonable time after the acceptance of the Letter of Intent/Award, and in any case before releasing the first running bill. The contract agreement shall be signed by a person duly authorized/empowered by the tenderer. The expenses for preparation of agreement document shall be borne by BHEL

12. REJECTION OF TENDER & OTHER CONDITIONS:

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The acceptance of tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves thereof rights for the following without assigning any reason whatsoever.

- a) To reject any or all of the tenders
- b) To split up the work amongst two or more bidders.
- c) To award the work in part

13. Conditional tenders containing absurd or unworkable rates and amounts and tenders which are incomplete and otherwise defective and tenders which are not in accordance with the tender conditions and specifications, etc. are liable to be rejected.

14. If a Bidder expires after his submission of the tender or after the acceptance of his tender, BHEL may at their own discretion, cancel such tender. If a partner of a firm expires after the submission of the tender or after the acceptance of tender, BHEL may cancel such tender at their discretion unless the firm retains its character.

15. If the Bidder deliberately gives wrong information in this Tender, BHEL reserves the right to reject such Tender at any stage or to cancel the contract, if awarded and forfeit the EMD/Security Deposit.

16. Should a Bidder or contractor or in the case of a firm or company one or more of its partners/shareholders/Directors have relatives employed in the capacity of an Officer in BHEL, the authority in BHEL inviting the Tender shall be informed of the fact along with name of the Officer, failing which BHEL may at its sole discretion reject the Tender or cancel the contract and may forfeit the EMD/SD.

17. The successful Bidders should not sub-contract the part or complete the work detailed in this tender specification undertaken by him. The Bidder is solely responsible to BHEL for the work awarded to him. Any deviation in this regard will entail termination of such contract by BHEL at the risk and responsibility of the contractor.

18. BHEL will not be bound by any Power of Attorney granted by changes in the composition of the firm made subsequent to the execution of the contract. They may, however, recognize such power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.

19. LANGUAGE 19.1) The tenderer shall quote the rates in English language and international numerals. These rates shall be entered in figures as well as in words. For the purpose of the tenders, the metric system of units shall be used.

19.2) All entries in the tender shall either be typed (in case of E tender, E portal shall be used) or written legibly in ink. Erasing and over-writing is not permitted and may render such tenders liable for rejection. All cancellations and insertions shall be duly attested by the tenderer.

20. Price Discrepancy: In the case of price bid opening if there are differences between the rates given by the tenderer in words and figures then amount given in words shall be given priority.

21. EVALUATION OF BIDS

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- i) Technical Bids submitted by the tenderer will be opened first (ONLINE) and evaluated for fulfilling the Pre Qualification criteria and other conditions in NIT/Tender documents, based on documentary evidences submitted/Uploaded along with the offer
- ii) In case the same qualifying experience is claimed by more than one agency, then the agency who has executed the work as per documentary evidence submitted shall only be qualified. Scope of qualifying work should be totally with the agency who has executed and in case it is only labour+consumables without T&P, then the responsibility of execution is assigned to the first agency and not to the agency who has executed only as labour supply contractor. Further, BHEL reserves the right to ask for further proofs including submission of TDS certificates for the said job
- iii) In case the qualifying experience is claimed by private organizations based on Work Order and completion certificates from another private organization, BHEL reserves the right to ask for further proofs including submission of TDS certificates for the said job
- iv) Assessing Bidder Capacity for executing the current tender shall be as per Notice Inviting Tender
- v) Price Bids of shortlisted bidders shall only be opened through the conventional price bid opening/ (Online) ~~/or through electronic Reverse Auction~~, at the discretion of BHEL
- vi) In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders.
In case more than one bidder happens to occupy L-1 status even after soliciting discounts, the L-1 bidder shall be decided by toss/draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s).
Ranking will be done accordingly. BHEL's decision in such situation shall be final and binding.
- vii) Price Bids of unqualified bidders shall not be opened. Reasons for rejection shall be intimated in due course after issue of LOI/LOA to successful bidder and receipt of unqualified acceptance from the successful bidder.

22. Documentary proof to be submitted against type of firm

1. **IN CASE OF INDIVIDUAL TENDERER:** His / her full name, address and place & nature of business.
2. **IN CASE OF PARTNERSHIP FIRM:** The names of all the partners and their addresses, A copy of the partnership deed/instrument of partnership duly certified by the Notary Public shall be enclosed.
3. **IN CASE OF COMPANIES:**
 - a. Date and place of registration including date of commencement certificate in case of Public Companies (certified copies of Memorandum and articles of Association are also to be furnished).
 - b. Nature of business carried on by the Company and the provisions of the Memorandum relating thereof.

23. The Following Bank Guarantees shall be acceptable:

"Bank Guarantee issued by:

- a. Any of the BHEL consortium bank listed below:
 - State Bank of India
 - ABN Amro Bank N.V.
 - Bank of Baroda
 - Canara Bank
 - Citi Bank N.A.
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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".

Where ever Bank Guarantees are to be furnished/ submitted by the contractor, the following shall be complied with

- i) Bank Guarantees shall be from Scheduled Banks / Public Financial Institutions as defined in the Companies Act.
- ii) The Bank Guarantees shall be as per prescribed formats. (Format shall be provided at the request of successful bidder)
- iii) It is the responsibility of the bidder to get the Bank Guarantees revalidated/extended for the required period (subject to a minimum period of six months), as per the advice of BHEL in-charge. BHEL shall not be liable for issue of any reminders regarding expiry of the Bank Guarantees.
- iv) In case extension/further extensions of any Bank Guarantees are not required, the bidders shall ensure that the same is explicitly endorsed by the concerned in-charge and submitted.
- v) In case the Bank Guarantees are not extended before the expiry date, BHEL reserves the right to invoke the same by informing the concerned Bank in writing, without any advance notice/communication to the concerned bidder.
- vi) Bidders to note that any corrections to Bank Guarantees shall be done by the issuing Bank, only through an amendment in an appropriate non judicial stamp paper.
- vii) The Original Bank Guarantee/any extensions/amendments shall be sent directly by the Bank to BHEL under Registered Post (Acknowledgement Due), addressed to the Subcontracting Department of the respective Region.

24.) BHEL shall not be liable for any expenses incurred by the bidder in the preparation of the tender irrespective of whether the tender is accepted or not.

25.) VALIDITY OF OFFER:

The rates in the Tender shall be kept open for acceptance for a minimum period of six months from the date of opening of tenders. If a Bidder withdraws or revokes his tender or revised the tender rates and/or conditions for any item within the aforesaid period, his Earnest Money Deposit is liable to be forfeited. In case BHEL calls for negotiations, such negotiation shall not amount to cancellation or withdrawal of the original offer which shall be binding on the bidders.

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26.) Compensation in case of Death/ Permanent Incapacitation of Person: BHEL shall recover the amount of compensation paid to victim (s) by BHEL towards loss of life/ permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employee as detailed below:

- d) Victim: Any person who suffers permanent disablement or dies in an accident as defined below.
- e) Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/ operation and works incidental thereto at BHEL factories/ offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works/ during working at BHEL Units/ Offices/ townships and premises/ Project sites.
- f) Compensation in respect of each of the victims:
 - (iii) In the event of death or **permanent disability** resulting from **Loss of both limbs**: Rs 10,00,000/- (**Rs Ten Lakh**)
 - (iv) In the event of **other permanent disability**: Rs 7,00,000/- (**Rs Seven Lakh**)

Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to Section 2(I) of the Employee's Compensation Act, 1923.

27.) QUALIFICATION OF TENDERERS

A. Offers from tenderers who do not have proven and established experience in the field shall not be Considered.

B. Offers from tenderers who are under suspension (banned) by any Unit/Region/Division of BHEL shall not be considered.

C. Offers from tenderers who do not comply with the latest guidelines of Ministry/Commissions of Govt of India shall not be considered.

D. Only tenderers who have previous experience in the work of the nature and description detailed in the Notice Inviting Tender and/or tender specification are expected to quote for this work duly detailing their experience along with offer.

28.) a) Any discount/revised offer submitted by a bidder on its own shall be accepted provided it is received on or before the due date and time of offer / Bid submission (i.e Part-I bid). The discount shall be applied on pro-rata basis to all items unless specified otherwise by the bidder. However incase the bidder offering the discount on specific item(s) becomes L-1 and work gets awarded, BHEL shall ensure that L-1 status of the bidder remains unchanged during execution of the contract due to quantity variation by reduction in contract value to the extent required. No further discount shall be applied by BHEL for evaluation.

b) Unsolicited discounts/revised offers received after the due date and time of offer / Bid Submission (i.e Part-I bid) shall not be considered for evaluation. However, if the party who has submitted the unsolicited discount/rebate becomes the L-1 party, then the awarded price i.e contract value shall be worked out after considering the discount so offered. (This clause shall not be applicable incase the unsolicited revised offer is towards enhancement of rates/price)

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Annexure-3

MSE ANNEX

To be Certificate by Chartered Accountant on letter head

This is to Certify that M/s _____, (hereinafter referred to as 'company') having its registered office at _____ is registered under MSMED Act 2006, (Entrepreneur Memorandum No (Part-II) _____ dtd: _____,

Category: _____ (Micro/Small)). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as on date _____ as per MSMED Act 2006 is as follows:

1. For Manufacturing Enterprises: Investment in plant and machinery (Le. 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 _____ Lakhs

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 _____ Lakhs

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

OR

The company has been graduated from its original category (Micro/ Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is.....

..... (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide 5.0. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name –

Membership number –

Seal of Chartered Accountant

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POWER SECTOR WESTERN REGION, NAGPUR**

T.S. NO BHE/PW/PUR/PSWR-HQ-TAXI/2297

DT: 22/07/2020

Check List (Annexure-4)

Bidder should duly fill all information in table given below:

1	Name and Address of the Tenderer		
2	Details about type of the Firm/Company	Private Limited/ Partnership/ Proprietorship (<u>Please tick (✓) whichever applicable</u>)	
3	Details of Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: E-mail ID:	
4	EMD DETAILS	DD No: Date : Bank : Amount:	
		APPLICABILITY	BIDDER REPLY
6	Whether the format for compliance with PRE QUALIFICATION CRITERIA 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 submitted	Applicable	YES/NO
8	Copy of PAN Card submitted	Applicable	YES/NO
9	Whether all pages of the Tender documents including annexures, appendices etc are read understood and signed	Applicable/ Not Applicable	YES/NO
10	Declaration confirming knowledge about site condition	Applicable	YES/NO
11	Declaration by Authorised Signatory submitted	Applicable	YES/NO
12	No Deviation Certificate submitted	Applicable	YES/NO
13	Declaration for relation in BHEL submitted	Applicable	YES/NO
14	Copy of GST registration Certificate	Applicable	YES/NO

BHARAT HEAVY ELECTRICALS LIMITED
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DT: 22/07/2020

15	Bank Account Details for E-Payment submitted	Applicable	YES/NO
16	Power of Attorney for Submission of Tender (Id tender is signed other than Proprietor, Managing Partner, Director)	Applicable	YES/NO
17	Copy of proof of PF registration	Applicable	YES/NO
18	Undertaking for not being under Bankruptcy code proceeding	Applicable	YES/NO
19	Offer Forwarding Letter	Applicable	YES/NO
20	Non-Disclosure certificate	Applicable	YES/NO
21	Details of Vehicle (Annexure-A)	Applicable	YES/NO

NOTE : STRIKE OFF 'YES' OR 'NO', AS APPLICABLE

NON-SUBMISSION OF ANY DOCUMENTS AS REQUIRED BY ABOVE CHECKLIST MAY LEAD TO REJECTION OF THE OFFER

AUTHORIZED SIGNATORY

DATE :

2297

TECHNICAL CONDITIONS OF CONTRACT (TCC)

BHARAT HEAVY ELECTRICALS
LIMITED



BHARAT HEAVY ELECTRICALS LIMITED
POWER SECTOR WESTERN REGION, NAGPUR
Chapter-I Scope of work and Terms & conditions

**Rate Contract for Providing Taxi service on requirement basis at BHEL Nagpur
office for 2 years**

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 2016 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 Mobile telephone at least with 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.

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

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

14 Rates shall be valid & firm for a period of two 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 5 hours duty / 50 kms. run

Examples: If vehicle is run for

3 hours and 40 kms. - Rate shall be for 5 hours / 50 kms.

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

7 hours and 55 kms. - Rate shall be for 7 hours / 70 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

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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.

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. Any overwriting / Correction should be attested by the Bidder.

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

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shall be furnished along with the tender. All partners have to sign the tender documents unless 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 1st April 2020 then price shall be reviewed on 1st July'20, 1st Oct'20, 1st Jan'21 & 1st April'21 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

Base Rate of Diesel on the date of NIT submission

30. Contractual and legal obligations of the contractor:

1. General

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.

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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.

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

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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 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.

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

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. 5 hours x 50 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

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court order, non- sanction of road permit or any other related activities on the part of contractor or his drivers/employees deputed under the contract or in case of the failure of the contractor to fulfil the terms and conditions of the contract.

32.. PENALTIES:

Notwithstanding other rights of BHEL under the contract;

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.

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The decision of the BHEL regarding interpretation of any terms and conditions set forth in this Tender Document shall be final and binding on the bidder/ contractor.

33. Duration of the contract:

The duration of the contract shall be 24 Months from the date of award of work. The contract may be renewed for additional Three months at the discretion of BHEL on same rates.

Chapter II (TAXES, DUTIES & LEVIES)

TAXES, DUTIES, LEVIES (Rev 13 dated 05/11/2018)

- 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) 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
- 6) 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.
- 7) 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)

- 8) 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.
- 9) 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.
- 10) **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.
- 11) **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.
- 12) 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.
- 13) **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.**
-

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Chapter-II (Taxes, Duties & Levies)

- 14) **TDS under GST shall be deducted at prevailing rates on applicable value from the running bills.**
- 15) 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:

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

Chapter-II (Taxes, Duties & Levies)

- V. 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.
- VI. 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.
- VII. 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.
- VIII. 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
- IX. 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.
- X. 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.

Chapter-II (Taxes, Duties & Levies)

- XI. 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.
- XII. 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.

BHARAT HEAVY ELECTRICALS LIMITED
POWER SECTOR WESTERN REGION, NAGPUR

Forms

Sl. No.	Description	Details
1	Name of the Tenderer	
2	Address of the Tenderer	
3	Contact Person's Name	
4	Cell No. of Contact Person	
5	Land Line No.	
6	FAX No.	
7	E-mail ID of the Party	
8	PAN No.	
10	GST Registration No.	

(Signature With name, Designation & seal of the firm)

BHARAT HEAVY ELECTRICALS LIMITED
POWER SECTOR WESTERN REGION, NAGPUR
Forms

BANK ACCOUNT DETAILS FOR E-PAYMENT

(To be given on Letter head of the Company /Firm of Bidder, and **ENDORSED (SIGNED & STAMPED) BY THE BANK** to enable BHEL release payments through Electronic Fund Transfer (EFT/RTGS))

1. Beneficiary Name :

2. Beneficiary Account No. :

3. Bank Name & Branch :

4. City/Place :

5. 9 digit M ICR Code of Bank Branch :

6. IFSC Code of Bank Branch :

7. Beneficiary E-mail ID :
(for payment confirmation)

NOTE: In case Bank endorsed certificate regarding above has already been submitted earlier, kindly submit photocopy of the same.

Chapter- III Forms

OFFER FORWARDING LETTER / TENDER SUBMISSION LETTER

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

Offer Reference No:.....

Date:.....

To,
AGM, Purchase
BHEL-PSWR
345, Kingsway
Shreemohini Complex
Nagpur
Dear Sir,

Sub : Submission of Offer against Tender Specification No:

I/We hereby offer to carry out the work detailed in the Tender Specification issued by Bharat Heavy Electricals Limited, Power Sector-....., in accordance with the terms and conditions thereof.

I/We have carefully perused the following listed documents connected with the above work and agree to abide by the same.

1. Amendments/Clarifications/Corrigenda/Errata/etc issued in respect of the Tender documents by BHEL
2. Notice Inviting Tender (NIT)
3. Price Bid
4. Technical Conditions of Contract
5. ~~Special Conditions of Contract~~
6. ~~General Conditions of Contract~~
7. ~~Forms and Procedures~~

Should our Offer be accepted by BHEL for Award, I/we further agree to furnish 'Security Deposit' for the work as provided for in the Tender Conditions within the stipulated time as may be indicated by BHEL.

I/We further agree to execute all the works referred to in the said Tender documents upon the terms and conditions contained or referred to therein and as detailed in the appendices annexed thereto.

I/We have deposited/depositing herewith the requisite Earnest Money Deposit (EMD) as per details furnished in the Check List.

Authorised Representative of Bidder

Signature:

Name :

Address :

Place:

Chapter- III Forms

NON DISCLOSURE CERTIFICATE

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

I/We understand that BHEL PSWR is committed to Information Security Management System as per their Information Security Policy.

Hence, I/We M/s..... who are submitting offer for providing services to BHEL PS __ against Tender Specification No:_____, hereby undertake to comply with the following in line with Information Security Policy of BHEL PS __,

☒ ☒ To maintain confidentiality of documents & information which shall be used during the execution of the Contract.

☒ ☒ The documents & information shall not be revealed to or shared with third party which shall not be in the business interest of BHEL PS__.

(Signature, date & seal of Authorized

Signatory of the bidder)

Date:

Chapter- III Forms

NO DEVIATION CERTIFICATE

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

To,
AGM, Purchase
BHEL-PSWR
345, Kingsway
Shreemohini Complex
Nagpur

Dear Sir,

Sub : **No Deviation Certificate**

Ref : 1) NIT/Tender Specification No:
2) All other pertinent issues till date

We hereby confirm that we have not changed/ modified/materially altered any of the tender documents as downloaded from the website/ issued by BHEL and in case of such observance at any stage, it shall be treated as null and void.

We also hereby confirm that we have neither set any Terms and Conditions and nor have we taken any deviation from the Tender conditions together with other references applicable for the above referred NIT/Tender Specification.

We further confirm our unqualified acceptance to all Terms and Conditions, unqualified compliance to Tender Conditions, Integrity Pact (if applicable) ~~and acceptance to Reverse Auctioning process.~~

We confirm to have submitted offer in accordance with tender instructions and as per aforesaid references.

Thanking you,

Yours faith

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

Chapter- III Forms

DECLARATION CONFIRMING KNOWLEDGE ABOUT SITE CONDITIONS

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

To,

AGM, Purchase
BHEL-PSWR
345, Kingsway
Shreemohini Complex
Nagpur

Dear Sir,

Sub : **Declaration confirming knowledge about Site conditions**

Ref : 1) NIT/Tender Specification No:,

2) All other pertinent issues till date

I/We, _____ hereby declare and confirm that we have visited the Project Site as referred in BHEL Tender Specifications and acquired full knowledge and information about the Site conditions including Wage structure, Industrial Climate, the Law & Order and other conditions prevalent at and around the Site. We further confirm that the above information is true and correct and we shall not raise any claim of any nature due to lack of knowledge of Site conditions.

I/We, hereby offer to carry out work as detailed in above mentioned Tender Specification, in accordance with Terms & Conditions thereof.

Yours faithfully,

(Signature, Date & Seal of Authorized
Representative of the Bidder)

Date :

Place:

Chapter- III Forms

UNDERTAKING

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

To,

AGM, Purchase
PHEL-PSWR
345, Kingsway
Shreemohini Complex
Nagpur

Dear Sir,

Sub: Declaration for not being under Bankruptcy Code Proceedings (IBC) by NCLT or under Liquidation / BIFR

Ref: NIT/Tender Specification No: -----

We, _____ declare that we are not under Bankruptcy Code Proceedings (IBC) by NCLT or under Liquidation / BIFR, which will render us ineligible for participation in this tender.

Yours Faithfully,

(Signature, Date & Seal of Authorized
Representative of the Bidder)

Date:

Chapter- III Forms

DECLARATION FOR RELATION IN BHEL

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder failing which the offer of Bidder is liable to be summarily rejected)

To,

AGM, Purchase
PHEL-PSWR
345, Kingsway
Shreemohini Complex
Nagpur

Dear Sir,

Sub : **Declaration for relation in BHEL**

Ref : 1) NIT/Tender Specification No:,

I/We hereby submit the following information pertaining to relation/relatives of Proprietor/Partner(s)/Director(s) employed in BHEL

Tick(✓) any one as applicable:

1. The Proprietor, Partner(s), Director(s) of our Company/Firm DO NOT have any relation or relatives employed in BHEL

OR

2. The Proprietor, Partner(s), or Director(s) of our Company/Firm HAVE relation/relatives employed in BHEL and their particulars are as below:

(i)

(ii)

Signature of the Authorised Signatory

Note:

1. Attach separate sheet, if necessary.
2. If BHEL Management comes to know at a later date that the information furnished by the Bidder is false, BHEL reserves the right to take suitable against the Bidder/Contractor.

Chapter- III Forms

DECLARATION BY AUTHORISED SIGNATORY OF BIDDER

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

To,
AGM, Purchase
PHEL-PSWR
345, Kingsway
Shreemohini Complex
Nagpur
Dear Sir,

Sub : **Declaration by Authorised Signatory**

Ref : 1) NIT/Tender Specification No:,

2) All other pertinent issues till date

I/We, hereby certify that all the information and data furnished by me with regard to the above Tender Specification are true and complete to the best of my knowledge. I have gone through the specifications, conditions, stipulations and all other pertinent issues till date, and agree to comply with the requirements and Intent of the specification.

I further certify that I am authorised to represent on behalf of my Company/Firm for the above mentioned tender and a valid Power of Attorney to this effect is also enclosed.

Yours faithfully,

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

Date:

Enclosed: Power of Attorney

Chapter- III Forms

POWER OF ATTORNEY for SUBMISSION OF TENDER

(To be typed on non judicial Stamp Papers of appropriate value as applicable and Notarised)

KNOW ALL MEN BY THESE PRESENTS, that I/We do hereby make, nominate, constitute and appoint Mr , whose signature given below herewith to be true and lawful Attorney of M/s..... hereinafter called 'Company', for submitting Tender/entering into Contract and inter alia, sign, execute all papers and to do necessary lawful acts on behalf of Company with M/s Bharat Heavy Electricals Ltd, Power Sector _____ Region, _____, in _____ connection with _____
..... vide Tender Specification No : _____, dated _____.

And the Company do hereby agree to ratify and confirm all acts, deeds, things or proceedings as may be lawfully done by the said attorney and by or on behalf of the company and in the name of the company, by virtue of the powers conferred herein and the same shall be binding on the company and shall have full force and effect.

IN WITNESS WHEREOF the common seal of the company has been hereunto affixed in the manner hereinafter appearing on the document.

Dated at _____, this _____ day of _____

Director/CMD/Partner/Proprietor

Signature of Mr.....(Attorney)

Attested by: Director/CMD/Partner/Proprietor

Witness

Notary Public

Chapter- III Forms

FORMAT FOR SEEKING CLARIFICATION

JOB: PREPARATION AND SERVING OF LUNCH AT BHEL/PSWR HEADQUARTER, NAGPUR.

TENDER DOCUMENT NO: BHE/PW/PUR/HQ-CATERING/

Sl. No.	Ref. Clause of Tender Document	Existing provision	Bidder's Query	BHEL's Clarification

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.