

भारत हेवी इलेक्ट्रिकल्स लिमिटेड Bharat Heavy Electricals Limited



क्षेत्रीय परिचालन प्रभाग Regional Operations Division

OPP. IISc., PROF. CNR RAO CIRCLE MALLESHWARAM, BANGALORE - 560 012.

Open Tender Enquiry for Hiring of Commercial Taxis on casual basis for Local and Outstation journeys

NIT No. ROD/BGL/TAXI/2023 (This Tender document contains 31 Pages) Date: 27.11.2023

Prepared by:

MANAPRAKASH SAHOO

Deputy Manager

Approved by:

HARPREET RAI Addl. Gen. Manager

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Last Date & Time for Submission: 04.12.2023 Up to 1700 Hrs

Subject: Tender for rate contract for hiring of commercial taxis on casual basis.

Dear Sir,

Bharat Heavy Electricals Limited, ROD, Bengaluru invites bids from taxi operators for empanelling two bidders (60:40 for L1 and L2 respectively) on rate contract basis for a period of two years for hiring of commercial taxis (Toyota Etios, Maruti Suzuki Dzire, Renault Duster, Honda Amaze, Tata Tigor, Ford Aspire, Honda City, Maruti Suzuki Ciaz, Hyundai Verna, Skoda Rapid, Mahindra Marazzo, Toyota Corolla Altis, Toyota Innova Crysta (Bucket & Bench Seat) or Equivalent) for senior executives, official guests or other specific requirement for local/outstation journeys on casual basis.

The tender will be a two-part bid i.e. Part-I: Techno-commercial bid to ensure soundness of the bidder and Part-II: Price bid to achieve most competitive offer from the technically qualified bidders after techno-commercial evaluation.

You are requested to submit your most competitive offer for the rate contract on GeM portal as per the requirement and terms & conditions of the tender, cited later in this tender enquiry.

Last date of seeking any clarification: 01.12.2023 up to 1730 Hours
Last date of submission: 04.12.2023 at 1700 Hours

Opening of techno-commercial bid: 04.12.2023 at 1700 Hours

Tender Cost: Nil

Earnest Money Deposit: Rs 50,000/- (Rupees Fifty Thousand Only)

Tender Submission Venue: Through GeM Portal only

Tender documents can be downloaded from GeM Portal. All subsequent corrigendum / amendment shall be published only on GeM portal. Late submitted tender shall be rejected.

In case of any clarification, the bidder can contact the undersigned over Ph. No. - 080-23367634 / 23367635, Mob. No. - 9489724258 or at email manaprakash@bhel.in / hrai@bhel.in

For and on behalf of Bharat Heavy Electricals Limited

Yours sincerely, (Manaprakash Sahoo)

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1. Instructions to Bidders:

- 1. Bidders must go through tender documents carefully before submitting the bid.
 - i. Annexure 'A' Essential Criteria for Evaluation of Technical Bids
 - ii. Annexure I Details of Business
 - iii. Annexure II Acceptance Letter / No Deviation Certificate
 - iv. Annexure Ill Declaration
 - v. Annexure IV Technical / Financial details
 - vi. Annexure V Bidders details
 - vii. Annexure VI Price Bid
 - viii. Annexure VII Details of commercial vehicles owned
 - ix. Annexure VIII Sample Vehicle Duty Slip
 - x. Annexure IX Check List
 - xi. Annexure-X Bank Account Details of BHEL, ROD, Bangalore.
 - xii. Annexure XI Certificate by Chartered Accountant on letter head (for MSME bidders).
- 2. EMD of Rs 50,000 (Rupees Fifty Thousand Only) to be submitted through NEFT in favor of BHEL. The bank account details of BHEL for NEFT are enclosed as Annexure X. The bidder is required to upload a copy of UTR of NEFT payment in GeM Portal. Bids without EMD will not be accepted and shall not be considered for further evaluation.
 - a. No interest shall be payable on EMD amount.
 - b. The EMD shall be forfeited in case if:
 - i. After opening the tender, the bidder revokes his bid within the validity period or increases his earlier quoted rates.
 - ii. The successful bidder does not commence the work within the period specified in LOI /
- 3. EMD of unsuccessful bidders shall be returned within 15 days from the date of acceptance of work by the successful bidders or the cancellation of tender.
- 4. MSMEs shall be exempted from payment of earnest money deposit (EMD) at the time of tender submission.
- 5. MSME Suppliers can avail the intended benefits only if they submit attested copies of either Udyam or EM-II certificate having deemed validity (five years from the date of issue of acknowledgement in EM-II) along with attested copy of a CA certificate (format enclosed as Annexure-XI) or valid NSIC certificate along with the offer. Date to be reckoned for determining the deemed validity will be the last date of bid submission. Non-submission of such documents will lead to consideration of their bids at par with other bidders. No benefits of MSME shall be applicable for this enquiry if the above required documents are not submitted along with offer.
- 6. The offer shall be submitted as per the instructions of tender document. Bidder should note specifically that all the pages of tender document, shall be submitted by them (after signing/ stamping on each page) as a part of their offer. In case of any clarification, bidder may contact this office.
- 7. The bidder should accept all terms conditions of the tender unconditionally. Tenders with deviations from terms and conditions shall be rejected.

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- 8. In case any typing error/other clerical error is noticed by the bidder in the tender documents, the same must be pointed out and got clarified before submission of offer, or else, BHEL's interpretation shall prevail and shall be binding on the bidder.
- 9. No overwriting / correction in tender documents by bidder shall be allowed.
- 10. Price bid shall be submitted as follows:
 - i. Bidders are required to quote only for Unit Price (inclusive of tax) for various slabs like 4 Hrs-40 Kms, 6 Hrs-60 Kms, 8 Hrs-80 Kms, and Outstation trips for each segment, and mention GST % applicable as per Table 1 of Annexure VI. Excel sheet for Price Bid has been provided which needs to be filled and uploaded by the bidder in GeM Portal under financial bid only.
 - ii. Total Price as per Price Bid format (sum of all 12 values of column 6 of Table 1 of Annexure-VI) to be quoted by bidder in GeM Portal under financial bid only for evaluation.
 - iii. Any other terms and conditions mentioned in the Price Bid shall make the offer liable for rejection.
- 11. Bidders shall upload the Signed & Stamped scanned copy of **unfilled** Price Bid Format (Table 1 of Annexure-VI) along with techno-commercial offer.
- 12. It will be responsibility of the bidders to ensure timely submission of their complete tender bids.
- 13. Offer validity shall be 60 days from the date of tender opening.
- 14. BHEL reserves the right to accept or reject the bid or cancel or withdraw the invitation of tender without assigning any reason whatsoever and in such case no bidder / intending bidder shall have any claim arising out of such action by BHEL.
- 15. Reverse Auction shall not be conducted for this tender.
- 16. The vehicles sent to our office/guest on our requisition shall have all relevant documents like Registration Certificate / Driving License / Insurance / Road Tax Receipt / Border Tax / Non-Polluting vehicle certificate/Fitness Certificate etc. The vehicle should be licensed and shall conform to all Govt. Rules including pollution norms and any other regulation being in force from time to time.
- 17. Tender evaluation shall be carried out on the basis of documents required and terms & conditions specified in tender documents.
- 18. Last date of seeking any clarification about the Tender's Terms and Conditions is 01.12.2023 up to 1730 Hours. Contact Person: Manaprakash Sahoo, Dy. Manager. PH: 080-23367634 / 23367635; Mob. 9489724258; email manaprakash@bhel.in

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2. Pre-Qualifying Requirements (PQR)

- 1. The Bidder must be a registered Tour & Taxi Operator / Travel Agency with the concerned Govt Agency/Department for operating Taxis on hire. Copy of such registration certificate shall be enclosed. The bidder should have regular establishment / office and garage at Bangalore. The office shall have telephone, SMS, electronic messages, E-mail & Fax facilities for accepting booking of taxis and also for day-to-day transactions/communications. Address proof to be provided.
- 2. The bidder has to submit copies of its PAN card and GST Registration certificate.
- 3. The minimum annual turnover (TO) of the bidder during last three financial years ending 31.03.2023 should be at least Rs. 10 Lakhs in each year. Turnover should be available for all the last 3 yrs.
- 4. Bidder needs to submit copies of audited Balance Sheets and Profit and Loss Account Statements of last three financial years i.e. FY 2020-21, 2021-22 and 2022-23.
- 5. In case of non-availability of audited balance sheets, bidder needs to submit the CA certificate certifying the turnover of last three financial years i.e. FY 2020-21, 2021-22 and 2022-23.
- 6. The bidder has to submit experience of having successfully completed similar job / services during last 7 years ending on 31.10.2023 and should be either of the following:
 - a. Three similar completed jobs / services with value not less than Rs. 14.5 Lakhs each.

Or

b. Two similar completed jobs / services with value not less than Rs. 18 Lakhs each.

Or

c. One similar completed job / service with value not less than Rs. 29 Lakhs.

"Similar Job / services" refers to "Providing taxi services".

"Completed similar job / services refers to completed work orders only".

- 7. The bidder should have at least one PSU/State Govt./Central Govt. Organization in his clientele in the last five years of his operations.
- 8. The bidder should have adequate number of fleet to meet our requirement and also have minimum 08 [eight] commercial vehicles and at least 01 [one] vehicle from each segment (vehicles with year of make as 2020 or later only) as per Annexure VII under their disposal for deployment and the details of such vehicles shall be provided as per format in Annexure VII along with the Techno-commercial Bid. The vehicles can be in the name of agency, proprietor/partner or attached vehicles. In respect of attached vehicles, a copy of agreement with the owner on Rs. 20/- bond paper listing the vehicle numbers should be attached.
- 9. The Bidder should be in a position to supply taxis within two hours of booking under normal circumstances. However, under emergencies, they should be able to provide the Taxis at least within half-an-hour of booking and should be agreeable for such supply in urgency. If the bidder does not supply the car within the time stipulated, BHEL reserves the right to avail the services of some other agency and the difference of cost will be attributed to the successful operator.
- 10. Desirable Documents:
 - i) Copy of acknowledgements of IT return of last three assessment years i.e. AY 2021-22, 2022-23 and 2023-24.

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3. Scope of work

- 1. The Service Provider shall provide AC commercial taxi vehicles of Model 2020 or later only as per the categorization mentioned in Annexure VII. The vehicles shall be provided at our office premises at BHEL ROD, Malleshwaram, Bangalore or at any other place intimated to the Service Provider for travel within or outside Bangalore as and when required.
- 2. The empaneled operator must have all types of vehicles as per the details in Annexure VII in ready/working condition for providing services.
- 3. The anticipated business volume during the contract period of two years towards hiring of vehicles shall be approx. Rs. 36 Lakhs excluding GST.
- 4. The above figure (Rs. 36 Lakhs) is indicative for tender purposes only and does not guarantee the business volumes for the contract period of two years. This may increase or decrease depending upon actual requirements.
- 5. The Service Provider shall provide drivers holding valid driving license and adequate knowledge of reading, writing and spoken English, Hindi and Kannada. The drivers should have knowledge of different routes and should be able to carry out minor repair work in vehicles, if required. The reporting time, place, address etc. should be strictly followed by the Service Provider.
- 6. Uniform: Drivers should be neatly dressed in the taxi driver uniform along with shoes.
- 7. Conduct: The drivers deputed for duty should be polite, well behaved and must possess positive attitude in discharging their duty. Chewing of tobacco, smoking and drinking while on duty will not be tolerated and will be treated as misconduct and any liability arising due to this will be borne by the Service Provider.
- 8. The drivers engaged in service must be in good physical and mental health and possess the ability to operate a motor vehicle safely. The driver must have a minimum visual acuity with or without corrective lenses. The Service Provider must ensure that the drivers undergo periodic health check-up and eyesight examinations.
- 9. The vehicle provided by the Service Provider must be in excellent condition and must have proper and complete documents. The vehicles should comply strictly with the provision of pollution control in line with the directions of Supreme Court from time to time and should also comply with statutory regulations issued by respective State Transport Authorities / Central Govt. BHEL shall in no way be responsible for any liability arising due to non-compliance of statutory requirements / regulations w.r.t. the vehicle as well as the driver.
- 9. The Service Provider must ensure that the driver of the vehicle sent for duty is provided with a mobile phone.
- 10. In case of non-availability of requisitioned vehicle, it will be the responsibility of the Service Provider to provide equivalent or higher segment vehicle (model 2020 and later only) at the same rates.
- 11. The Service Provider shall maintain a duty slip for vehicles deployed as per pro forma enclosed (refer Annexure VIII) and the driver should get the duty slip signed by the user at the end of each journey which would indicate the details such as starting and the closing meter reading, point of start / end of the journey, places visited, date and time of reporting / release of vehicle etc.
- 12. In case of breakdown / servicing / repair, the Service Provider shall provide alternate vehicle of same / higher segment within one hour failing which the vehicle shall be hired from other sources at the risk and cost of the Service Provider.

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- 13. At times, when the hiring of the vehicle is for top management official of BHEL / VIP customer, BHEL reserves the right to inspect the vehicle prior to confirming the booking.
- 14. Charges on the principle of "Garage-To-Garage" basis as per actual distance will be permissible in respect of the journeys starting from places, other than BHEL ROD, Malleshwaram, Bangalore office. However, for journeys from/to BHEL ROD, Malleshwaram, Bangalore, Garage-To-Garage KMs for each side would be restricted to maximum of 10 KMs or the actual distance between BHEL ROD, Malleshwaram, Bangalore and the garage of the Service Provider, whichever is lower.
- 15. Service Provider shall ensure at all times, proper hygiene, cleanliness and periodic maintenance of vehicle.
- 16. Service Provider's driver will be responsible to obey traffic rules and BHEL in no way will own any responsibility in this regard.
- 17. An up to date First Aid Kit and Sanitizer should always be available in the vehicle for use in case of requirement. With regard to safety, Service Provider shall ensure that a suitable Fire Extinguisher shall remain in vehicle for any emergency.
- 18. For Premium SUV category of vehicles, newspaper and sufficient number of water bottles (minimum two bottles of 500 ml each) should always be available in the vehicle.
- 19. It should be the sole responsibility of Service Provider to ensure that the vehicle is / are always and exclusively driven by a person appropriately qualified and licensed under the Motor Vehicle Act.
- 20. Service Provider shall ensure that the vehicle should always have sufficient fuel in tank for running during the day. Refueling trip shall not be permitted during the duty unless agreed by BHEL.
- 21. The Service Provider shall maintain all necessary records of the drivers deployed for the work in proper format with necessary proof. The records shall be maintained with relevant details of domicile, education, residential address, mobile no., recent passport photograph, police verification certificate etc.
- 22. Service Provider shall ensure that the driver has sufficient money enabling him to pay for fuel, parking, toll tax & other sundry expenses.
- 23. Service Provider shall ensure that the driver must follow Covid-19 appropriate behavior during his duty and regular sanitization of vehicle.
- 24. All vehicles supplied for service should be GPS enabled and the successful bidder has to share the GPS tracking details with BHEL ROD as and when sought.

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4. Special Conditions of contract

1. Rate & Price Variation:

In case of award of contract, the hiring charges shall remain firm for a <u>period of two years</u> i.e. the ENTIRE PERIOD OF CONTRACT except price variation due to increase / decrease in the price of fuel (normal diesel as available at Petrol Pumps in Bangalore) which shall be calculated based on variation in the price of diesel as per formula given below. Revised rates as per Price Variation Clause (PVC) will be given with effect from the actual date of effect of change in fuel price. The rate for extra hours and driver Batta will remain firm and no change will be admissible on any other account whatsoever. The fuel price prevailing on the date of award of contract will be the base price for effecting the PVC. The fuel price variation clause is applicable both for Local/Outstation trips.

PVC will be applicable only when there is increase / decrease in fuel (normal diesel) price per Litre to the tune of 10% over the base price i.e. diesel price prevalent at the time of award of contract. Variation in fuel charges: For every 10% increase in the fuel price over and above the base rate on the date of award of the contract would be compensated @ 1/10th per KM for all vehicles (for e.g. for a Re.1/- per Litre increase, Rs.0.10 per KM would be compensated). Similarly, for every 10% decrease in the fuel charges from the base rate i.e. rate of diesel prevalent at the time of award of contract, the reduced fuel charges will apply. Fixation of new rates for all types of vehicles will be uniform.

2. Validity of offers:

The offers submitted by the parties shall be valid for 60 days from the date of opening of Part-I of bid i.e. Techno-commercial bid. Price bid opening shall be limited to techno-commercially acceptable bidders only. Further, BHEL reserves the right to reject the offer of bidder(s) without assigning any reason.

3. Validity of contract:

The contract will be valid for a period of two years. The same may however be extended further for a period of three months / part thereof with mutual agreement, in writing, on the same Rates, Terms and Conditions etc.

The successful bidder shall have to execute an agreement with BHEL ROD on a non-judicial stamp paper of the value of Rs. 200/- at his own cost.

4. Quantity Variation:

The quantity of business volume mentioned in the tender is indicative only and may vary as per actual requirement. Further, there shall be no compensation for any reduction in the overall contract price.

5. Termination of contract:

If at any time the Service Provider defaults in proceeding with the work with due diligence and continues to do so or commit any default in complying any of the tender terms and conditions even after the notice in writing is given, BHEL may, without prejudice to any other right to remedy which shall have accrued or shall accrue thereafter to BHEL, terminate the contract by giving 15

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days' notice in writing. The notice will be deemed to have been served as and when sent to the address given in the tender.

BHEL also reserves the right to terminate the contract at any point of time without assigning any reason thereof.

6. Recovery from Contractor:

Whenever under the contract, any sum of money shall be recoverable from or payable by the contractor, the same may be deducted from any sum then due or which at any time thereafter may become due to the contractor under the contract or under any other contract with BHEL or from his security deposit, or the contractor shall pay the claim on demand without any terms & conditions.

7. Security deposit:

Security deposit (SD) of 5% of contract value shall be deposited by the successful bidders through NEFT either within seven days from the date of award of work or before start of contract whichever is earlier. SD can also be recovered at the rate of 10% from the running bills. However, in such case at least 50% of the SD shall be deposited within specified time and balance 50% may be recovered from the running bills.

If the successful bidder requests BHEL in writing to adjust EMD amount towards SD, then EMD shall be retained as SD. SD, without interest, shall be refunded after successful completion of contract period.

8. Business distribution:

BHEL has the option to distribute the work load to 02 Service Providers / agencies with larger share to the lowest bidder, i.e. the L1 bidder will be apportioned 60% of the business volume and the remaining 40% would be shared with L2 bidder at L1 rates.

This business distribution shall further be subject to availability of the required vehicles, reliability of services, and dependability of the Service Provider in providing the required services.

9. Evaluation criteria:

- a. The techno-commercial bids submitted by all the bidders will be evaluated first. After techno-commercial evaluation, only the price bid of the bidders who qualify the techno-commercial evaluation will be opened on a subsequent date on GeM Portal.
- b. Bidders are requested to read the "Notes" provided in Price Bid format very carefully before filling up the price bid in GeM Portal. Offer containing incomplete price bid shall be rejected and will not be considered for further evaluation.
- c. Lowest bidders L1 and L2 shall be identified on the basis of **Total Price for evaluation** (inclusive of GST) quoted in GeM Portal.
- d. After finalization of L1 and L2 bidders, the work may be awarded in the proportion as mentioned in S1. No. 8 of Special Conditions of Contract on page 10.
 - However, if L2 bidder do not accept the work as per above criteria then the lowest rates shall be counteroffered to L3 bidder and so on until the work is awarded to two successful bidders.
 - In the event of more than one LI bidder, all LI Bidders will be given opportunity to offer discount on quoted rates. In case of tie even after offered discount, L1 bidder will be decided by lottery.

Final decision on distribution is to the discretion of BHEL.

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5. General Conditions of contract

1. Arbitration:

a. In the event of any dispute or difference arising out of the execution of the Order / Contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision between BHEL & Service Provider in any manner touching upon the Order/Contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the arbitration of the person appointed by the competent authority of BHEL.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act, 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat and venue of arbitration shall be at Bangalore.

- b. In case of Order / Contract on Public Sector Enterprises (PSE) or a Govt. Dept., the following clause shall be applicable: In the event of any dispute or difference relating to the interpretation and application of the provisions of the Order / Contract, such dispute or difference shall be taken up by either party for resolution through AMRCD (clause) as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dated 14.12.2022 and amended thereof.
- 2. <u>Laws governing the contract</u>: The Order / Contract shall be executed and governed by the laws of India and the courts of India alone shall have jurisdiction in respect of any matter arising under or in connection with the Order / Contract.
- 3. <u>Jurisdiction of court</u>: Courts at Bangalore shall have exclusive jurisdiction to decide the dispute, if any, arising out of or in respect of the contract(s) to which these conditions are applicable.

4. Default/ breach of contract, insolvency and risk purchase:

a. If the Service Provider / Contractor fails to provide the required services as per the Contract and failing to adhere to the contract specifications or at any time repudiates or otherwise abandons the contract before expiry of such period or refuses or is unable to provide services covered by the Order / Contract either in whole or in part or otherwise fails to perform the Order / Contract or commits any breach of the Order / Contract not herein specifically provided for or in the event of the death or insanity or if the Contractor being an individual or if a firm on a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the Order / Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolved under the Partnership Act or if the Contractor (Service Provider) being a company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager, the purchaser without prejudice to his right to recover any expenses, losses or damages to which the BHEL may be put to incur or sustain by reason of the Contractor's default or breach of Order / Contract shall be entitled to cancel the Order / Contract either in whole or portion thereof without compensation to the Contractor (Service Provider) and if BHEL so desires, may hire such services and in such manner as it deems appropriate, at the risk and cost of the Contractor (Service Provider) and the

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Contractor (Service Provider) shall be liable to the BHEL for any excess costs provided that the Contractor (Service Provider) shall continue the performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The Contractor (Service Provider) shall on no account be entitled to any gain on such services.

b. Cost of the service made by the BHEL/Service taker at the risk and cost of the contractor (Service Provider) shall be worked out after levying 10% overheads as departmental charges on the cost of services so hired.

5. Micro, Small and Medium Enterprises (MSME):

Any bidder falling under MSME category shall furnish the following details and submit documentary evidence / Government certificate etc. in support of the same along with their techno-commercial offer.

Type of MSME	SC/ST Owned	Others
Micro		
Small	·	

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

- a. MSME Suppliers can avail the intended benefits only if they submit attested copies of either Udyam or EM-II certificate having deemed validity (five years from the date of issue of acknowledgement in EM-II) along with attested copy of a CA certificate (format enclosed as Annexure-XI) or valid NSIC certificate along with the offer. Date to be reckoned for determining the deemed validity will be the last date of bid submission. Non-submission of such documents will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if the above required documents are not submitted along with offer.
- b. MSMEs shall be exempted from payment of earnest money deposit (EMD) at the time of tender submission. However, there is no exemption of security deposit.
- c. Participating MSME quoting price within price band of Ll+15% shall be considered for award of 30% of business volume if the MSE accepts L1 price in a situation where Ll price is from someone other than MSE. In case of more than one such MSE, MSE with lowest price shall be given the first option to match the L1 price. However, MSEs owned by Scheduled Caste or Scheduled Tribe entrepreneurs shall be given the preference for matching the L1 price irrespective of their standing in comparative statement of MSE bidder within price band of L1+15%.

6. Startups:

Norms for Startup in public procurement shall be relaxed in line with OM no. F.20-2/2014-PPD (pt.) dated 27.07.2017 and OM no. F.20/2/2014-PPD (pt.) dated 20.09.2016 issued by Ministry of Finance, Department of Expenditure along with DIPP D. O. No. 12(11)/2017-SI dated 22.06.2017.

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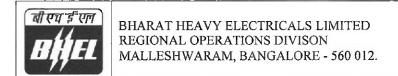
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- 7. The contractor shall at his own expenses reinstate and make good to the satisfaction of BHEL management and pay compensation for any injury to any person, loss or damage occurred to any property or rights whatever including property and rights of BHEL or its agents 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 labor legislations or laws / regulation / rules and notification as may be applicable.
- 8. If the bidder or any of its representatives are found to be involved in price manipulation / cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines, shall be initiated by BHEL and BHEL, on its discretion, may scrap the tender or disqualify the bidder from the tender.

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6. Measurement of Job

The following methods will be adopted for measuring the job/s carried out by the contractor.

1. Local Trips:

A maximum distance of 80 Kms (one way) from BHEL ROD Office, Malleshwaram, Bengaluru or from the place of reporting would be considered as local trip. Local Trip will be further governed by the following Slabs:

i) 4 Hrs - 40 Kms

ii) 6 Hrs - 60 Kms

iii) 8 Hrs - 80 Kms

iv) Extra Running (Kms)

v) Extra Hours

Note:

- i. For usage up to 5 hrs, 4 Hrs-40 Kms slab will be considered and usage up to 7 hrs, 6 hrs-60 kms slab will be considered.
- ii. Extra running Kms (exceeding slab limit) would be paid at actual, i.e., Slab rate + Extra Kms exceeding slab Kms x rate for extra running Kms.
- iii. For computing Extra hours below half-an-hour (below 30 Minutes) would be rounded off to be previous hour and above half-an-hour (above 30 minutes) would be rounded-off to the next hour.
- iv. A distance of 10 kms or at actual distance (whichever is lower) and time of 30 minutes or actual time (whichever is lower) from garage (one way) to BHEL ROD, Malleshwaram, Bangalore office will be considered as dead Kms and dead time respectively.

2. Outstation Trips:

- i. The outstation hiring charges will be paid for a minimum of 250 Kms per day. In case of outstation duties, the rate shall apply on 24-hour basis and not based on calendar dates, i.e. every 24 hrs of usage will be treated as one day and for extra distance and time, if any, on the final day outstation trip slab rates will apply.
- ii. The driver(s) will not be entitled for any boarding and lodging charges from BHEL ROD.
- iii. During Outstation trips, where there is variation (excess or less) either in terms of Kms run and/or the no. of days involved, then the payment will be calculated as follows:
 - a) Where Kms run exceed the no. of days, then Rate/Km x No. of Kms;
 - b) Where No. of Days exceed the Kms run, then No. of Days x 250 x Rate/Km
 - c) Outstation Hire charges are regulated as Minimum 250 Kms per day on the following criteria:
 - i. Rate in Rupees per KM
 - ii. Driver Bata for outstation trip.
 - iii. Night halt charges if any. (Night halt charges are considered between 10 pm to 6am.)

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BHEL, ROD Office, Malleshwaram, Bangalore – 560 012

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hrai@bhel.in

7. Payment Terms

- 1. In case of award of the work, the payment will generally be made on a monthly basis within 30 days after receipt of the computerized / manual bills without any discrepancy in duplicate and verification by user and certification by Officer-In-Charge. No advance money will be paid under any circumstances. Also, no interest shall be paid for delay in payment processing.
- 2. The signed & stamped bills in duplicate along with duty slips duly signed by the user of the vehicle or his representative should be sent to BHEL for payment. It should be ensured that there is no overwriting in the duty slip. Duty slip without signature of the user at the specified places shall not be accepted for payment. Overlapping of meter reading shall not be entertained and such bills shall be passed for minimum.
- 3. The maintenance cost, charges of fuel, road tax, challans, salary of the driver, the overtime of driver etc. are the responsibility of the Service Provider and will be borne by the Service Provider. BHEL will, however, reimburse State levies / taxes for outstation journeys (for single entry only) at actual on submission of receipts in original along with the bill.
- 4. Kilometers and Hours used shall be calculated from garage to garage. The distance from garage to the place of reporting and distance from place of closing to garage would be considered for calculation of total distance and for payment purposes. However, maximum of 10 Kms or actuals whichever is less would be paid for pick up / drop from / at BHEL ROD Office, Malleshwaram, Bangalore.
- 5. Parking charges, Toll tax and GST, as applicable from time to time shall be extra and borne as per actual by BHEL on submission of original receipt along with the bill. Taxi contractors can also get the state taxes for local journeys reimbursed by BHEL but only on producing original tax receipts.
- 6. Insurance: The vehicle provided must be fully and comprehensively insured (latest copy of insurance cover should be available with driver). Under no circumstance shall BHEL be liable to compensate for any loss or damage that may be caused to / by the vehicles while engaged in discharging of the contractor's obligations under this contract.
- 7. All payments will be made through <u>ELECTRONIC FUND TRANSFER</u> only. The successful contractor should provide necessary account / bank details in this regard.
- 8. Service Provider shall be solely responsible for payment of wages / salaries and allowances to its personnel that might become applicable under any act or order of Govt. from time to time during the validity of the contract. BHEL shall have no liability whatsoever on this account (i.e. statutory compliance with regard to vehicle and also the driver deployed including the wages, allowances, and extra hour charges etc.).
- 9. Tax deduction at source: Tax shall be deducted at source from the running bills as per applicable Income Tax & GST and other statutory requirements.

10. Tax and Duties

GST (Goods and Services Tax) if applicable and payable by the contractor under the provisions of applicable law / act, shall be dealt (payment or reverse charge) accordingly. The contractor must be duly registered under GST. The invoice shall be a GST invoice under GST law and it should clearly depict following:

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- a. GSTIN number & address of the service provider
- b. The rate of GST
- c. The amount of GST
- d. GSTIN number of BHEL
- e. Any other requirement specified by GST law

Contractor shall comply with GST laws for the services rendered to BHEL.

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8. Penalty Clause

Generally, a prior notice of two hours will be given to the Service Providers for providing / arranging the vehicle. In case of non-reporting / refusal to provide the requisite vehicle, the same may be hired from any other source(s) at the risk and cost of the Service Provider. The difference, if any, between the agreed hiring rates with the Service Provider and the amount payable by BHEL in the event of not providing the vehicle will be recovered from the Service Provider from the running bills.

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9. Annexures

Annexure - 'A'

Hiring of Taxis on casual basis for Local/ Outstation Trips

Essential Criteria for Evaluation of Technical Bids.

Sl. No.	Description	Bidder's Acceptance (Yes/No) / Remarks
1	Whether the bidder is a Registered Tour/Travel Operator / Travel Agency. Copy of registration certificate shall be enclosed.	
2	Whether the bidder has a regular establishment / office and garage at Bangalore. The office shall have telephone, SMS, electronic messages, E-mail & Fax facilities for accepting booking of taxis and also for day-to-day transactions/communications. Address proof to be provided.	
3	The bidder has to submit copies of its PAN card and GST Registration Certificate.	
4	The minimum annual turnover (TO) of the bidder during last three financial years ending 31.03.2023 should be at least Rs. 10 Lakhs in each year. Turnover should be available for all the last 3 yrs.	
5	Bidder needs to submit copies of audited Balance Sheets and Profit and Loss Account Statements of last three financial years i.e. FY 2020-21, 2021-22 and 2022-23.	-
6	In case of non-availability of audited balance sheets, bidder needs to submit the CA certificate certifying the turnover of last three financial years i.e. FY 2020-21, 2021-22 and 2022-23.	
7	The bidder has to submit experience of having successfully completed similar job / services during last 7 years ending on 30.09.2023 and should be either of the following: i. Three similar completed jobs / services with value not less than Rs. 14.5 Lakhs each. ii. Two similar completed jobs / services with value not less than Rs. 18 Lakhs each. iii. One similar completed job / service with value not less than Rs. 29 Lakhs.	
	Work order copy, work order value and satisfactory work completion certificate to be furnished.	

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rai@	bhel	in	

Sl. No.	Description	Bidder's Acceptance (Yes/No) / Remarks
8	Whether he bidder has at least one PSU/State Govt./Central Govt. Organization in his clientele in the last five years of his operations. Work order copy to be enclosed.	
9	Whether the bidder has under its disposal a minimum 08 [eight] commercial vehicles and at least 01 [one] vehicle from each segment (vehicles with year of make as 2020 or later only) as per Annexure - VII for deployment. Xerox copies of RC book to be enclosed. In respect of attached vehicles, a copy of agreement with the owner on Rs. 20/- bond paper listing the vehicle numbers should be attached.	
10	Whether the bidder agrees to supply taxis within two hours of booking under normal circumstances and within half-an-hour of booking under emergencies	
11	ITR acknowledgement for AY 2021-22, 2022-23 & 2023-24 to be enclosed.	

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BHEL, ROD Office, Malleshwaram, Bangalore - 560 012



BHARAT HEAVY ELECTRICALS LIMITED
REGIONAL OPERATIONS DIVISON
MALLESHWARAM, BANGALORE - 560 012.

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e-mail: manaprakash@bhel.in
hrai@bhel.in

Annexure - I

Details of Business:

The Service Provider shall furnish the following information along with Part-I bid for Rate Contract for hiring of commercially registered taxis.

1	Name of the Firm / Company	
2	Address for communication:	
3	Address of Registered Office:	
4	Location of Garage (s)	
	Telephone No. (Office) (Res) (Garage) (Mobile) (Fax)	
	 Nature of Firm / Concern (Proprietor / Partnership / Pvt. Ltd. / Public Ltd.) Note: Please enclose 1. In case of partnership firm, photo copy of the partnership deed. 2. In case of company, photo copy of the incorporation certificate. 3. In case of proprietorship, photo copy of the registration under Shops & Est. Act. 4. In case of any other legal entity, photo copy of the registration certificate. 	
5	Name and address of Proprietor / Partner / Director	
6	Name of Banker(s)	
7	Date / year of commencement of Business	
8	Whether bidder has any relative(s) working in BHEL (if yes, provide name and staff no.	

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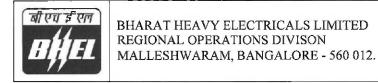
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9	GST - Registration No.	
10	PAN Card No.	
11	Any other information	

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Annexure II

Acceptance Letter / No Deviation Certificate

Notwithstanding anything mentioned in our bid, we hereby accept all terms and conditions of the above tender.

Signature
With name, Designation & Seal of the firm

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Annexure III

Declaration

I/ We hereby declare that I / we have not been banned or de-listed by any PSU / Government Department / Financial Institute / Court and no case is pending with the police / court against our firm / partner or the company.

Signature
With name, Designation & Seal of the firm

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BHEL, ROD Office, Malleshwaram, Bangalore $\,-\,560\,012$

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Annexure IV

Technical / Financial Details

Work Experience fulfilling PQR Criteria (As per work orders and work completion certificate submitted in Part-I Bid)

EXPERIENCE	No. of Work	Value	Customer's Name	Work Order completion Date
1.				
2.				
3.				
				1

PAN Card No. / Name on PAN Card	
GST No. / Taxable Services	

Income Tax Return Acknowledgement (AN.)	FY 2020-21	FY 2021-22	FY 2022-23
Submitted	Yes / No	Yes / No	Yes / No
Earnest Money	NEFT Ref. No.	Date	Amount in lakhs
Deposit Details			

Signature
With name, Designation & Seal of the firm

BHEL, ROD Office, Malleshwaram, Bangalore $\,-\,560\,012$

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Annexure - V

Bidder's Details

Name of the Service Provider / Party / Firm	
Name of Authorized Representative	
Phone Nos.	
Mobile Nos.	
Fax No.	3
E-MaiI Address	
Web Site Address (If Any)	

Signature With name, Designation & Seal of the firm

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Annexure - VI

Price Bid Format

Table 1

The bidder shall quote the following category of vehicles in provided price bid format (excel sheet) and upload the same in GeM Portal under financial bid only.

1	2	3	4	5	$6 = 4 \times 5$	7
Segment	Vehicles	Slabs	Tentative trip (Nos.)	Unit Price (inclusive of tax)	Total Price	GST % Applicable
	Swift	4X40	310			
	Dzire,	6X60	95			
SEDAN	Amaze,	8X80	1040			
SEDAN	Etios Xcent or Equivalent	*Outstation (lumpsum rate for 250 Kms)	30			
	Maruti Ciaz, Honda City, Verna or Equivalent	4X40	75			
		6X60	5			
PREMIUM		8X80	195			
SEDAN		*Outstation (lumpsum rate for 250 Kms)	10			
	Corolla / Innova Crysta	4X40	10			
		6X60	15			
PREMIUM SUV		8X80	155			
	(bucket and bench) or Equivalent	*Outstation (lumpsum rate for 250 Kms)	45			
-				Grand Total		

Total Price for evaluation	(inclusive of GST) in INR = Rs.	

*Note: Lump sum rates for out station trips considering 250 kms/day shall be quoted by the bidder.

Signature
With name, Designation & Seal of the firm

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Note:

- 1. Bidders are required to quote only for Unit Price (inclusive of tax) and mention GST % applicable as per Table 1 of Annexure VI in the excel sheet provided and upload the same in GeM Portal under financial bid only.
- 2. The Grand Total of column 6 of Table 1 of Annexure VI will be auto-filled in "Total Price for evaluation (inclusive of GST)" in excel sheet. This Total Price value (inclusive of GST) to be quoted by bidder on GeM portal under financial bid only.
- 3. Incomplete Price Bids shall be rejected and will not be considered for further evaluation.
- 4. The price of fuel (diesel) per Litre as on the date of contract award shall be considered as base price for PVC.
- 5. Applicable GST shall be payable / deposited extra under reverse charge mechanism.
- 6. Bidders shall upload the Signed & Stamped scanned copy of unfilled Price Bid Format along with techno-commercial offer.

Signature
With name, Designation & Seal of the firm

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Table 2: Other Charges (fixed)

S. No.	Particulars	SEDAN	PREMIUM	PREMIUM
			SEDAN	SUV
		Swift Dzire,	Maruti Ciaz,	Corolla/Innova
		Amaze, Etios	Honda City,	Crysta or
		Xcent or	Verna or	equivalent
		Equivalent	Equivalent	
		In Rupees	In Rupees	In Rupees
1	Extra per Km rate	13	18	21
2	Extra per Hour rate	130	205	265
3	Night Halt charges	290	410	410
4	Driver Batta	270	320	360

Note:

- 1. The above table no. 2 is fixed and only prices quoted in GeM Portal will be considered for evaluation.
- 2. Incomplete Price Bids shall be rejected and will not be considered for further evaluation.
- 3. The price of fuel (diesel) per Litre as on the date of contract award shall be considered as base price for PVC.

Signature
With name, Designation & Seal of the firm



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Annexure - VII

Details of Commercial Vehicles Owned

(Attach a separate sheet, if required, in the following format)

Sl. No.	Vehicle Segment (Sedan / Premium Sedan / Premium SUV)	Registration No.	Year of Mfg.	Model	Whether registered as taxi
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					

Note:

- 1. Please attach a copy of Registration Certificate of the vehicles mentioned above.
- 2. The bidder has to provide details of at least 08 nos. commercial vehicles and at least one from each segment (owned on due date of tender opening) with year of make as 2020 or later.
- 3. The vehicle shall be registered in the name of bidder.
- 4. The bidder / service provider should have adequate number of fleet to meet our requirement and also have a minimum of 8 vehicles at least 1 vehicle under each segment under their disposal for deployment and the details of vehicles shall be provided along with the techno-commercial bid. The vehicles can be in the name of agency, proprietor / partner or attached vehicles. Agreement between the owner and bidder on Rs 100/- non-judicial stamp paper to be submitted indicating the validity of agreement for attached vehicles.

List of vehicles required:

SEDAN: Swift Dzire, Etios, Amaze, Xcent or Equivalent

PREMIUM SEDAN: Maruti Ciaz, Honda City, Verna or Equivalent

PREMIUM SUV: Corolla/Innova Crysta (bucket / bench seat) or Equivalent

Signature
With name, Designation & Seal of the firm

BHEL, ROD Office, Malleshwaram, Bangalore - 560 012

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Annexure - VIII

Sample Vehicle Duty Slip

To be filled by the operator:			
1. Vehicle No:	2. Vehicle Type:		
	4. Driver Mobile No:		
5. Variant (Diesel / Petrol):	6. Vehicle Regn. Month	1 & Year:	
7. Issue date of Driver's License:	8. Name and mobile of user:		
9. Reporting date: 10. Reporti	ng time and address of the	user:	
11. Starting KM reading at Garage:	12. Starting Time a	t Garage:	
13. Booked by (Name)			
Signature of Operator			
	•••		
To be invariably filled by the user			
1. KM reading at place of reporting:	2. Reporting Time:	3. Date:	_
4 Places Visited(routing):			_
			-
5 KM reading at place of release:	6. Time of release:	7. Date:	
8 Total KMs:9. Total time (hours):			(a)
		Signa	ture of the user
Remarks/Feedback of the user wrt vehicle and o	driver		
	Mary 1945 - 1945	MACA	
			-1 - 5
			Signature of User

Note:

- 1. User to ensure that all the columns of the duty slip are filled in and verify the places visited, usage, duty hours before the release of vehicle.
- 2. No over writing unless duly authorized / signed by the concerned shall be acceptable.
- 3. Driver deployed for duties should have at least 3 years of experience and should be well versed with local and outstation routes.
- 4. Duty hours shall also be calculated from Garage to Garage.
- 5. BHEL reserves the right to reject / cancel any incomplete duty slip.
- 6. In case of any discrepancy, BHEL reserves the right to verify any details from the concerned user and the decision of BHEL in this regard shall be final and binding.
- 8. Driver deployed should be properly dressed with shoes.
- 9. All other terms and conditions should be as per tender document.

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Annexure - IX

Check-List

S. No.	Description of Requirement	Relevant supporting document uploaded Yes / No / NA
1	EMD amount of Rs. 50,000/- (Rupees thousand only) is to be deposited only by way of NEFT in favor of BHEL and a copy of the acknowledgement of payment of EMD is to be uploaded in GeM Portal.	*
2	Details of work experience, satisfactory work performance certificates.	
3	Copies of the Balance Sheet and Profit & Loss account statement, duly certified by CA, of last three financial years i.e. FY 2020-21, 2021-22 and 2022-23	
4	Acknowledgement of IT return of last three assessment years i.e. AY 2021-22,2022-23 and 2023-24	× -
5	Copy of the PAN card.	
6	Copy of GST registration certificate	
7	Evaluation criteria - Annexure A	
8	Details of Business (Annexure I)	
9	Acceptance Letter / No Deviation Certificate (Annexure II)	
10	Declaration (Annexure III)	
11	Technical / Financial Details (Annexure IV)	
12	Bidder's Details (Annexure V)	
13	Price Bid (Annexure VI)	
14	Details of Commercial Vehicles Owned (Annexure VII)	
15	Check List (Annexure IX)	
16	CA certificate format (Annexure XI)	
17	Whether scanned copy of signed and stamped 33 pages of tender documents uploaded	
18	Whether Signed & Stamped scanned copy of unfilled Price Bid Format uploaded along with techno-commercial offer	

Signature With name, Designation & Seal of the firm

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Annexure - X

BHEL, ROD - Bangalore

ACCOUNT NAME	BHARAT HEAVY ELECTRICALS LIMITED
ACCOUNT NUMBER	10610819568
ACCOUNT TYPE	CC ACCOUNT
BANK NAME	STATE BANK OF INDIA
BRANCH NAME	SAIDAPET
BRANCH ADDRESS	690 ANNA SALAI
IFSC CODE	SBIN0000912

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Annexure - XI

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

This is to certify that M/s	(hereafter referred as Company)
1 1 - CC 4	is registered under MSMED Act 2006,
(Entrepreneur Memorandum No (Part-II)	Dated ,
Category (Micro/Small) (copy enclos	
Further verified from the Books of Accounts that the financial year as per MSMED Act 20	te investment of the Company as per the latest audited 006 is as follows:
	n plant and machinery (i.e. original cost excluding land Ministry of Small Scale Industries vide its notification Lakhs
building and furniture, fittings and other item	nuipment (original cost excluding land and as not directly related to the service rendered or as may Lakhs. (Strike off whichever
Mirco/Small (str MSMED Act 2006. Or The Company has been grad whichever is not applicable) and the date of graduation (DD/MM/YYYY) which is within	akhs is within permissible limit of Rs Lakhs ike whichever is not applicable) Category under duated from its original category (Mini/Micro) (Strike ation of such enterprise from it's original Category is a the period of 3 years from the date of graduation of livide S.O. No.3322 (e) dated 01.11.2013 published in SME.
Date:	
	(Signature) Name Membership Number
	Seal of Chartered Accountant

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