



BHARAT HEAVY ELECTRICALS LTD., JHANSI
CPR Department

No. CPR/GMTAXI/13-15

Date : 29.10.2013

NOTICE INVITING TENDER

NAME OF WORK: HIRING OF TAXI *Brand New AC One No. TATA 'INDICA'

Sealed Tenders are invited in 2 Bid System i.e. 'Technical cum Commercial Bid' and 'Price Bid' for the above work from competent contractors. Tenders shall be sold by **CPR Department** up to **11.00 Hrs** on **14.11.2013**. Filled tender document shall be received in tender box kept in CISF room at ADM Building entrance gate up to **13.15 Hrs.** on **15.11.2013** 'Technical cum Commercial Bid' shall be opened on the same day at **14.00 Hrs.** Price Bid shall be opened at a later date after acceptance of 'Technical cum Commercial Bid'.

Tender document can be purchase from CPR Department by depositing Rs. 228/- (Rs. 200/- + VAT13.5%) in cash office or same can be enclosed in the form of DD. If tender is down loaded from our website www.bhel.com. The tender cost Rs. 228/-- must be enclosed along with "Techno-commercial Bid".

Important:

1. The two bids i.e. Technical cum Commercial Bid & Price Bid should be enclosed in separate sealed envelopes. These two envelopes should be super-scribed Tender No. CPR/TAXI/13-15 dated 29.10.13 'Techno-Commercial Bid' & 'Price Bid' for identification. The two envelopes shall be enclosed in another envelope duly sealed and super scribed as Tender No. CPR/TAXI/13-15 dated 29.10.13. The 'Price Bid' of only those bidders shall be opened who qualify in the 'Techno-Commercial Bid'. This sheet should be enclosed along-with the 'Techno-Commercial Bid'.
2. Contract shall be finalized on L1 basis.

- | | | |
|--------------------------|---|---------------------------------|
| 1. Techno-Commercial bid | - | 10 pages (Page 1 to 10) |
| 1. Price bid | - | 01 pages only (Page 11) |
| 3. Tender cost | - | Rs. 200 + 13.5% VAT = Rs. 228/- |

Tender Documents cost paid vide Receipt No./DD No. _____

Name of Contractor: _____

Address: _____

Contact No. _____

Email id: _____

Note : *Brand new means- 'a new vehicle purchased after publication of this tender notice in news paper/website'.



BHARAT HEAVY ELECTRICALS LTD., JHANSI
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No. CPR/GMTAXI/13-15

Date : 29.10.2013

(Sign, Seal & Date of Issuing Authority)

NAME OF WORK: HIRING OF TAXI *Brand New ONE NO. TATA 'INDICA AC

TECHNICAL CUM COMMERCIAL BID (TOTAL 11 PAGES)

(PART-A & PART-B)

PART-'A': TECHNICAL DETAILS (1 PAGE ONLY)

The bidders are required to provide information about the following and enclose copies of required documents for hiring of 1 No. *brand new AC Taxi 'TATA INDICA'

Sl. No.	Requirement	Essential/ Desirable	DETAILS (To be filled in by the Contractor)
1.	Valid Labour Licence (if more than 20 labours are engaged) (Enclose Copy)	Desirable	
2.	Copy of Valid PF Registration (Enclose Copy)	Desirable	
3.	Copy of Valid ESI Registration (Enclose Copy)	Desirable	
4.	Contact Details (For day to day liaisoning): a) Name of Contact Person: b) Address of Contact Person: c) Land Line & Mobile Numbers d) E-mail Address: e) Fax Number:	Essential	
5.	EMD in the standard form enclosed for Rs. 20000/- (Rupees Twenty Thousand only)	Essential	
6.	Copy of I.T>Returns (last three years)	Essential	
8	Signature, Date, & Seal on all pages of the Technical cum Commercial Bid.	Essential	
9	Name of the bidder	Essential	
10	Details of Firm: Company/Partnership Firm/Individual	Essential	
11	Address of bidder	Essential	
12	PAN No.	Essential	
13	Service Tax Regn. No. (PAN based)	Essential	
14	Blank Price Bid	Essential	

Note: (a) Non-fulfillment of any of the essential requirements can entail disqualification of the bidder.

All the above conditions accepted

(Sign, Seal & Date of Contractor)



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NAME OF WORK: HIRING OF TAXI *Brand New AC ONE No. TATA 'INDICA

PART-'B'

TERMS & CONDITIONS OF CONTRACT

01. The bidding is in 2 stages i.e. (1) Technical cum commercial bid and (2) Price bid
02. The price bids of only those bidders will be opened who qualify the first stage.
03. Bidders are requested to comply with requirements like PF Regn., ESI Regn. Labour licence etc. However, if the appropriate authorities raise any such requirement/claim/challan, the bidder will have to fulfill all requirements for which no financial burden shall be passed on to BHEL. The full burden will have to be borne by the bidder.
04. The bidders are required to quote the **rates** in Rupees for minimum 750 Kms run in one month and per Kilometer (Rs./KM) rate for run above 750 Kms. in figures & words as well. There should be no cutting or over-writing in the price bid. Please ensure while filling the price bid.
05. For the purpose of deciding the lowest bidder the following formula shall be used to decide L1:
Effective rate of item No.1 = Rate of item No. 1(a) + Rate of item No. 1(b) x 250 kms. = L1 Rates
06. Payment will be made to Bidder on the basis of actual Kilometers completed to different places. In case actual kms. are less than 750 kms. minimum charges shall be paid. In case actual kilometers completed are more than 750 kms, payment will be made on the basis of minimum charges plus extra kms. run @ of accepted rates of award letter. Bidder should submit bill on monthly basis supported with log book and other related documents. The service provider will submit proof of Service Tax deposit challan along with the bill if applicable.

*Brand new means- 'a new vehicle purchased after publication of this tender notice in news paper/website'.
07. Monthly bills will have to be submitted in the format. The Pool Supervisor will make appropriate necessary corrections before forwarding the bills for payment. Bills not submitted in the standard format will not be accepted for which the contractor will be held responsible.
08. The bidder will have to raise monthly bills for the service rendered; these bills shall be scrutinized by BHEL before payment. Failure to submit the bills within 3 months of the service rendered may disqualify the bidder from any claims. BHEL shall not be responsible for making any payment for which bill has not been raised/submitted to BHEL Jhansi. The bills should be in the format in which price bid has been made. Fuel Price Variation amount and Service Tax, if any, shall be paid extra. For fuel price variation bill, please refer Clause 15.
09. BHEL assures a minimum business of **750 KMs (Seven Hundred Fifty Kilometers)** per month This condition is however subject to satisfactory fulfillment of all other terms & conditions. The billing period will begin from the 1st/15th day of a calendar month. Bidder should strive to place the vehicle/taxi on 1st/15th day of month.

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10. The **validity of the contract** shall be Two years from date of LOI/Contract.
11. The ordering/contract will be finalized on lowest technically qualified bidders only. However, the Number of vehicle may be increased depending on requirement of BHEL on the same rates, terms & conditions.
12. Offers shall be accompanied with **Earnest Money Deposit (EMD)** of Rs.20,000/- Twenty Thousand only) in the form of Demand Draft, in favour of BHEL Jhansi or BHEL cash deposit receipt. Bidders can also submit one time EMD by depositing Rs. 2,00,000.00 (Two Lacs) in cash office & certificate of one time EMD may be enclosed along with tender. Offers without EMD shall be liable to be rejected. The EMD shall be refunded to the unsuccessful bidder(s) after award of work by BHEL and acceptance by the successful bidder.
13. **Security Deposit (SD)**: Security deposit as per Works Policy 2008 Para-8.1.1 will be collected from the successful bidder **before start of the work** in the form of either Cash or Pay order or DD or NSS or KVP or Bank Guarantee. The directives given in BHEL Works Policy 2008 shall be fully followed. EMD of Rs.20,000/- will be treated as Security Deposit for the contractor to whom the contract is awarded. The S.D will be refunded to the contractor after satisfactory completion of the work and after making necessary recoveries, if any.
14. Successful bidder will pay the Stamp Duty on Security Deposit as per government Rules.

15. Fuel Price variation clause:

The rates agreed between BHEL & the contractor will remain firm during the period of contract. However, the rates will increase/decrease based on retail price of diesel prevailing on the date of tender opening. The increase/decrease will be done only on monthly basis. The retail sale price of diesel existing on 1st day of each month shall be applicable throughout the month. Diesel price on 1st of calendar month (1st Feb., 1st March, 1st April etc.) will remain same up to end of current month (1st Feb to 28th Feb., 1st March to 31st March, 1st April to 30th April etc.).

Diesel Price Variation Calculation formula:

- a. The base price of fuel shall be the price of the fuel on the date of opening of the tender.
- b. In case of price increase/decrease of diesel, the actual amount of increase in the price shall be payable on the quantity of diesel consumed based on an average of 10 Kms per litre.
- d. It is presumed that the vehicle in AC mode shall run 10 Kms in one litre of diesel.
- e. The retail sale price of diesel existing on 1st of each month shall be applicable throughout the month.
- f. The vehicle will be parked at our Main Gate for which suitable place will be provided.

DEDUCTION

16. The driver of the vehicles should be well behaved and courteous with the passengers. He should display restraint and wisdom in dealing with excited passengers. In case of misbehavior by the driver, a penalty of upto Rs.500/- can be imposed for each occasion. In case there are multiple repetitions with a particular driver, he will have to be changed.
17. One extra set of cleaned & ironed white seat covers will have to be kept ready for providing during VIP visits. In case of failure to do so, BHEL will get the same prepared and deduct the amount from the bills apart from recovering a penalty of Rs.500/-.

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18. The bidder will have to provide two pairs of clothing to each driver which shall include one light blue shirt with piping, one navy blue trousers (pant) & belt and one pair of black shoes. An amount of Rs.500/- for one set of uniform shall be reimbursed /admissible on submission of bills for the same and verification by the Pool Supervisor. The shirt should have a label showing the name of the Firm on the left and a name plate pinned on the right side of the shirt showing the name of the driver. If bidder fails to complete anything, BHEL will complete it at the risk and cost of the bidder.
19. This dress shall become the property of the contractor/driver after 1 years provided the uniform is worn regularly. In case the uniform is not worn, penalty @ Rs.10 per day is liable to be levied. In case this continues for more than 30 days, the amount of Rs.500/- can be recovered back.
20. The driver will have to be provided with a mobile phone. He will keep the mobile phone charged and in fully operative condition. Failure to keep/keep ON the phone would entail a penalty of Rs.50/- per day subject to maximum Rs.500/- per month per vehicle.
21. The contact person mentioned in Part-'A' of this bid will have to meet the Pool Supervisor at least once every fortnight for obtaining feedback about the operation of the taxies. The instructions issued by the Pool Supervisor will be noted down by the contact person in Two Copies, one each for the contractor and BHEL. Non-reporting in any fortnight can result in a penalty of Rs.100/- for each lapse. Similarly the contact person will meet the Transport Executive once every alternate month and discuss the issues for smooth running of the contract. Failure to comply with this provision can result in a penalty of Rs.100/- for each lapse.
22. In case of breakdown of the taxi on any day, another taxi will have to be provided. In case of failure to provide another car, a penalty @ Rs.500/- per day will be imposed. This will be allowed only for maximum 7 days, after which management reserves the right to terminate the contract at the risk & cost of the bidder.
23. The front & rear wind screens should have a sticker reading "ON BHEL DUTY". The taxi will be parked in BHEL for which suitable place will be provided. In case of failure to do so, BHEL shall, deduct the charges from the contractor's bills and recover a penalty of Rs.100/- per day.
24. The vehicle will remain on duty for 12 hours in a day. The actual duty hours will be intimated separately. A weekly off can be given on a day convenient to BHEL Management. Failure to report at the specified time can result in a penalty of Rs.10/- for each lapse subject to maximum one hour late, beyond which the penalty shall be Rs.100/-. In case of habitual late coming grater penalty can be imposed. In case, vehicle remains on duty after 8.00PM for 1 hour or more, Night Charges @ Rs.50/- per night shall be paid extra.

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25. Placard indicating name of Guest, name of Company etc. will have to be displayed by the driver at the Railway station for receiving incoming guests. The Transport Pool In-charge will give details from time to time. Failure to comply with this provision may result in a penalty of Rs.100/- per incident. Each vehicle has to keep two sketch pens, white sheets, blade & cello tape for writing the name of the arriving guest and paste it on the front wind screen. Failure to do so would invite penalty @ Rs.50/- per incident.
26. In case the vehicle goes out of U.P. State on BHEL duty, the service provider has to obtain road permit for the same. Expenditure incurred on this account shall be reimbursed along with the payment of bill on documentary proof. Failure to timely arrangement of permit would result in a penalty of upto Rs.500/- per incident.
27. The Car will have to be maintained by the contractor in good running condition which includes at least the following:
- Minimum noise of engine and body while running;
 - Tyres with proper treads;
 - Inflated Stepney;
 - Working headlights, tail lamps, indicators, speedometer, milometer, temperature indicator etc;
 - Proper paint on the outside;
 - Good condition of bumpers;
 - Upholstery in good condition including washed and ironed white seat covers;
 - Proper locking of all doors;
 - Proper closing and opening of all windows;
 - Dusting of dashboard, rear board, matting, windscreen, windows and body.
- Failure to maintain the same would invite penalty @ 1% of bill for each failure for the duration of the failure/lapse.
28. While on Station duty, taxi will have to be parked near Main Porch/Enquiry/Statues. Railway Station/other places parking charges in Jhansi to be borne by the contractor. No reimbursement shall be allowed for this. Failure would result in penalty of Rs.50/- per incident.
29. During out station trips, cash for fuel/driver's personal expenditure, other State permit charges etc. will have to be provided in advance by contractor otherwise a penalty of upto Rs.1000/- per incident can be imposed by apart from actual charges incurred. On repeated failure, greater penal action can be taken.
30. The contractor has to ensure that filling of the fuel in the vehicle is done form the petrol pump situated near BHEL. In case it is found otherwise, penalty of Rs.100/- per occasion can be imposed on the contractor.

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31. The bidder will have to maintain a logbook provided by us and the signature(s) of the authorized person to travel will have to be obtained to certify the trips; failure to obtain the name & signature can deprive him of payment for the trip. The logbook will be the Company's property and driver has to keep it in the safe custody. No unauthorized person should be allowed to travel in the taxi when on BHEL official duty. Failure to comply with this provision can result in non-payment of the trip.
32. **Contractor/Operator will have to fulfill all legal obligations regarding minimum wages, PF, ESI, Pollution Norms, Motor Vehicle Act, Service tax etc. as may be applicable to him. The vehicle should have valid taxi permit issued by R.T.O., Jhansi. The vehicle must be comprehensively insured for driver, passengers & the third party for the period of the contract.**
33. The vehicle may be deputed for election duties. During this period, payment shall be made as per contract after deducting the cost of fuel and other reimbursement received, if any, by the driver from the Election authorities.
34. The vehicle(s) may be required to go outside Jhansi. Permit charges of other States be reimbursable against documentary proof.
35. Driver should have valid paid driving license for light Motor vehicles. Driver without license will not be permitted.
36. The contractor has to abide by all laws, rules & regulation applicable to this type of work. Ignorance of the same does not entitle him to any concessions or claims.
37. Any dispute(s) or difference(s) arising out of or in connection with the contract shall to the extent possible in the first instance be resolved amicably between the contractor and BHEL.

In case a dispute is not resolved, the same shall be referred for conciliation by an officer of BHEL. In case, it still remains unresolved, the dispute will be referred for arbitration by an officer of BHEL. (In case arbitration by an officer of BHEL's is not acceptable, the same could be entrusted to any mutually agreeable common functionary or an independent person). The arbitrator will give his award within the shortest period. The award of the arbitrator shall be final, conclusive and binding on both parties.

The arbitration proceeds shall be conducted in accordance with "Indian Arbitration and Conciliation Act 1996 or any statutory modification thereof. Language of the Arbitration proceedings shall be in English. The venue of Arbitration shall be Jhansi, India. The court of Jhansi shall have exclusive jurisdiction.

38. Any matter of dispute arising out of or in connection with this contract shall be under jurisdiction of Jhansi Court only.

All the above conditions accepted

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39. The Contractor has to make an agreement with BHEL in the format prescribed only on Rs. 100/- Non-Judicial Stamp Paper.
40. In case of non satisfactory performance of the contract, BHEL shall have a right of forfeiting the security deposit.
41. The Contractor shall compensate BHEL for any loss or damage to the plant/property, material of BHEL due to his workmen/ representatives' negligence or otherwise during execution of work contract.
42. The Contractor shall get the character & antecedents of his driver verified from District Magistrate's office and intimate the same to the management. before deploying them to work.
43. BHEL reserves the right to accept or reject any or on offers without assigning any reason (s). The dispute arising out of or in relation of this agreement shall be referred to arbitrator who may be a serving/retired Sr. Officer or any other person of repute whose award shall be binding on both the parties to the agreement. In case any of the parties decides to obtain relief from the court, the dispute arising out this agreement shall be subject to Jhansi jurisdiction.

I HAVE READ AND UNDERSTOOD ALL THE TERMS & CONDITIONS. THE ABOVE HAVE BEEN UNDERSTOOD FROM BHEL OFFICERS / SUPERVISORS. ALL TERMS & CONDITIONS ARE ACCEPTED.

NOTE:

1. The vehical shall be operated by Diesel only. The vehical should be brand new models without factory fitted gas-system. If during the contract period, it is found that is same is run by other fuel/gas, suitable action shall be taken against the bidder/contractor or contract may be terminated.
2. The documentary evidence for brand new vehicle/age shall be produced before execution of the contract. Brand New vehicle means "vehicle purchased after publication of this tender notice in news paper/website.

All the terms & conditions accepted

(Sign, seal, date, address, tel. of contractor)



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Date : 29.10.2013

QUALIFYING REQUIREMENTS

The bidder should submit the following documents along with the offer and comply with the requirements:

1. Should have PAN/TAN Number (copy to be enclosed)
2. Should have Service Tax Number (PAN Based) (copy to be enclosed)
3. Self Certificate that he is not Blacklisted/Banned/Delisted on the date of tender.
4. Self Declaration that he is not Blacklisted/under hold from BHEL Jhansi or banned by any Unit/region/office of BHEL.
5. Declaration that he is not guilty by a Court of Law in India for any offence involving fraud, dishonesty and moral turpitude.
6. **Financial Strength:**
Minimum Annual Turnover from operation of Travel/Tours should be Rs.1.61 Lakhs per annum in any one year in last three years 2010-11, 2011-12 and 2012-13. As a proof copy of Income Tax Returns/TDS Certificate to be submitted.
7. **Ownership of Fleet and Experience:**
The bidders should have ownership of minimum 2 Taxi/Vehicles(four wheeler) and experience of running Travel/Tour business. As a proof relevant valid documents of ownership of taxie/vehicle, road permit, registration etc. to be submitted along with tender documents. Proof of having experience of running Travel/Tours business during last five years is also required.
8. Blank Price Bid format

All the terms & conditions accepted

(Sign, seal, date, address, tel. of Contractor)

**BHARAT HEAVY ELECTRICALS LTD., JHANSI**

CPR Department

No. CPR/GMTAXI/13-15

Date : 29.10.2013

BLANK PRICE BID (1 PAGE only)

(To be submitted alongwith Techno Commercial Offer)

SCOPE OF WORK: HIRING OF TAXI 'Brand New One No. AC TATA 'INDICA'**IMPORTANT: Contractor is advised to read the technical bid also before quoting:**

Item	Description	Period / Month	UNIT	Quoted rates Rs. (to be filled in by the cont.) in figures & words
1 (a)	Providing & operating *Brand new, well maintained Tata 'Indica' Diesel Operated Taxi A.C along-with well dressed Drivers, White seat covers, Fuel, Taxi Permit, all legal clearances from RTO, Labour authorities, Insurance cos. Etc. for transporting of personnel relating to BHEL.	1 No. min. 750 Kms run per Month	Monthly charges	
1(b)	Same as 1(a) above but beyond 750 Kms.	Approx. 250 Kms. (beyond 750 Kms.) per month	Rate Per Km.	
2	Market price of diesel on the date of tender opening (for diesel price variation clause). Not for comparative statement		LITRE	
Formula for deciding L-1 : Rate of 1a + Rate of 1b x 250 = L1 Rate				

NOTE : Service Tax& PVC shall be paid extra.

NOTE :

- (A) IF THERE IS DESCRIPANCY IN AN OFFER, THE SAME SHALL BE CONVEYED TO THE BIDDER WITH TARGET DATE UPTO WHICH THE BIDDER HAS TO SEND HIS ACCEPTANCE AND IF THE BIDDER DOES NOT AGREE TO THE DECISION OF THE TENDERER, THE BID IS LIABLE TO BE IGNORED.
- (B) IN CASE MORE THAN ONE CONTRACTOR BECOMES THE L 1 (LOWEST AND TECHNICALLY ACCEPTED) RATES, THE WORK MAY BE AWARDED THROUGH DRAW OF LOTS.

I/We agree with above and all other terms & conditions of the contract .

Date :

Signature & Name of Contractor with Seal

**BHARAT HEAVY ELECTRICALS LTD., JHANSI**

CPR Department

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PRICE BID (1 PAGE only)**SCOPE OF WORK: HIRING OF TAXI *Brand New One No. AC TATA 'INDICA'****IMPORTANT: Contractor is advised to read the technical bid also before quoting:**

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1(b)	Same as 1(a) above but beyond 750 Kms.	Approx. 250 Kms. (beyond 750 Kms.) per month	Rate Per Km.	
2	Market price of diesel on the date of tender opening (for diesel price variation clause). Not for comparative statement		LITRE	
Formula for deciding L-1 : Rate of 1a + Rate of 1b x 250 = L1 Rate				

NOTE : Service Tax & PVC shall be paid extra.

NOTE :

- (B) IF THERE IS DESCRIPANCY IN AN OFFER, THE SAME SHALL BE CONVEYED TO THE BIDDER WITH TARGET DATE UPTO WHICH THE BIDDER HAS TO SEND HIS ACCEPTANCE AND IF THE BIDDER DOES NOT AGREE TO THE DECISION OF THE TENDERER, THE BID IS LIABLE TO BE IGNORED.
- (B) IN CASE MORE THAN ONE CONTRACTOR BECOMES THE L 1 (LOWEST AND TECHNICALLY ACCEPTED) RATES, THE WORK MAY BE AWARDED THROUGH DRAW OF LOTS.

I/We agree with above and all other terms & conditions of the contract .

Date :

Signature & Name of Contractor with Seal