



भारत हेवी इलेक्ट्रिकल्स लिमिटेड,  
क्षेत्रीय परिचालन प्रभाग, बंगलूरु  
Bharat Heavy Electricals Limited  
Regional Operations Division, Bengaluru.

**TENDER ENQUIRY NO: ROD: BGL:GA:TAXI:010: 2021-23**

**Tender Document**

for

**Rate Contract for Taxis on Hourly/Daily basis**

for

**"Local/Outstation Trips"**

**PART-A**

**[TECHNO-COMMERCIAL BID]**

**This Tender document contains 22 Pages**

**Mobile: 9972073715 / 9448479670**

**Phone: 080-23367634 / 23367635**

**Fax :080-23367637**

*Rohitha*

*Bharat Heavy*

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Containing 22 Pages. ok.*

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**Rate Contract for Taxis on Hourly/Daily basis for local/outstation Trips.**

**Page 1 of 22**



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Bharat Heavy Electricals Limited  
Regional Operations Division, Bengaluru.

**NOTICE INVITING TENDER**

1. Tender Enquiry No. & Date : ROD:BGL:GA:TAXI:010:2021-23,
2. Name of the work : Rate Contract for Taxis on Hourly/Daily basis for Local/Outstation Trips
3. Duration of Contract : Two years
4. Estimated Amount [Business] : Rs. 37.00 lakhs [Rupees Thirty seven lakhs]
5. Place of submission of completed: To be Submitted on GeM portal  
Bid

**This tender document contains 22 pages comprising General Instructions to the bidders on Scope of work, Terms & Conditions and Price bid etc.**

Bharat Heavy Electricals Limited

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**RATE CONTRACT FOR TAXIS ON HOURLY/ DAILY BASIS FOR LOCAL / OUTSTATION TRIPS**

**1.0 GENERAL INSTRUCTIONS TO BIDDERS**

- 1.1. Tenders for the work as stated in Tender Notice are invited **through GeM portal** from the Authorized tourist taxi operators in Bengaluru.
- 1.2. BHEL, Regional Operations Bengaluru Division intends to hire vehicles like 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)/Hyundai Elantra, for local and outstation Trips on Hourly / Daily Rate Contract basis.
- 1.3. Tour & Taxi Operators/ Travel Agencies bidding for the contract are required to go through the instructions carefully and complete all the formalities as required. In the event of furnishing false information/ incomplete information, the offer(s) is liable to be rejected. In case bidders require any clarification, they may contact Administration Department of BHEL- Regional Operations Division, Bengaluru before submitting their bids.
- 1.4. The Tour & Taxi Operators / Travel Agencies are required to submit the offer in **two separate parts (i) Technical and commercial Bid and (ii) Price Bid**
- 1.5. Technical and commercial bid should also be accompanied with other relevant supporting documents as per 2.1.19.
- 1.6 The Price Bids of only those offers which are technically qualified shall be opened in the GEM portal. Intimation of bid opening date and time shall be informed.

**2.0 SCOPE OF WORK AND TERMS & CONDITIONS**

**2.1 SPECIFIC TERMS & CONDITIONS:**

- 2.1.1 BHEL/Regional Operations Division, Malleswaram, Bangalore intends to hire various types of vehicles for Local/Outstation Trips on Hourly/Daily Rate Contract basis.

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- 2.1.2 The normal requirement of vehicles on Hourly Rate basis may be 02 (Two) to 05 (Five) vehicles per day (Numbers are only indicative and may vary). However, the contractor shall be prepared to supply additional vehicles as per requirement at short notice during peak requirement. The requirement of vehicles for Outstation Trips on Daily Rate basis may be 02 (Two) or 3 (three) vehicles per month. However, advance information would be given and the contractor shall be prepared to supply the specified vehicle[s] covered within this tender. They should be available for contact/communication at all times.

**RATE CONTRACT FOR TAXIS ON HOURLY/ DAILY BASIS FOR LOCAL / OUTSTATION TRIPS**

- 2.1.3 The total estimated value indicated in the tender is subject to variation (may increase or decrease) depending upon the requirement of vehicles during the contract period.

- 2.1.4 The contractor shall quote for the following Category of vehicles in GeM portal.

|               | Slabs                                  | No Of trips Tentative |
|---------------|----------------------------------------|-----------------------|
| SEDAN         | 4X40                                   | 545                   |
|               | 6X60                                   | 345                   |
|               | 8X80                                   | 1100                  |
|               | *Outstation(lump sum rate for 250 Kms) | 65                    |
|               | Batta                                  |                       |
|               | Night Halt Charges                     |                       |
|               | Extra KM                               |                       |
|               | Extra Hour                             |                       |
| PREMIUM SEDAN | 4X40                                   | 85                    |
|               | 6X60                                   | 50                    |
|               | 8X80                                   | 170                   |
|               | *Outstation(lump sum rate for 250 Kms) | 15                    |
|               | Batta                                  |                       |
|               | Night Halt Charges                     |                       |
|               | Extra KM                               |                       |
|               | Extra Hour                             |                       |
| PREMIUM SUV   | 4X40                                   | 95                    |
|               | 6X60                                   | 65                    |
|               | 8X80                                   | 190                   |
|               | *Outstation(lump sum rate for 250 Kms) | 15                    |
|               | Batta                                  |                       |
|               | Night Halt Charges                     |                       |
|               | Extra KM                               |                       |
|               | Extra Hour                             |                       |



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- 2.1.5. The charges quoted in the tender shall be inclusive of all charges including overhead charges like fuel, taxes, Comprehensive Insurance, Payment to staff, vehicle maintenance, office overhead etc., but shall not include GST.
- 2.1.6. All the offers received will be scrutinized and only the technically qualified offers will be considered for Price Bid opening.
- 2.1.7. Conditional tenders and tenders which are incomplete and not furnished in the format given in the NIT or otherwise considered defective and tenders not in accordance with the tender conditions will not be considered for further evaluation.

**2.1.8. EVALUATION CRITERIA FOR PRICE BIDS**

The following criteria will be followed:-

- i) Bidders are required to bid by quoting their Best rates for all the named categories of vehicle for all the slabs i.e., [a] 4 Hrs/40 Kms, [b] 6 Hrs/60 Kms & [c] 8 Hrs/ 80Kms, [d] Extra rate per Km beyond the slabs indicated [e] Extra rate per Hour beyond the slabs indicated including batta.
- ii) Lump sum rates for Out station trips considering 250 kms/day and rate per Km for extra Km usage and rate for extra hour usage along with driver batta and night halt charges shall be quoted by the bidder.
- iii) The evaluation criteria to decide the relative position of Bidders shall be based on the final offer value quoted ( arrived at after filling the format.). The selection of Contractor will be based on the Lowest Contract Value arrived at after completely filling the excel format.
- 2.1.9. Evaluation of offers is based on L1 value with overall value quoted in price bid.
- 2.1.10 Bidders are required to quote for all the named type of vehicles for all slabs, including the rates for extra hour, extra Km, driver's Bata compulsorily failing which, their bids will not be considered for evaluation.
- 2.1.11. BHEL reserves the right to negotiate the rates quoted by the L-1 Bidder.
- 2.1.12 Mere participation in the Tender shall not grant any Right/Claim in favour of any Tenderer. BHEL reserves the right to accept/reject the Tender in full/part after due verification and assigning reasons thereof.
- 2.1.13 If any Bidder fails to deploy the vehicle after issuance of the Work Order in his favor, BHEL may terminate the contract and also initiate action to blacklist / ban future business dealings with such party as per Policies/Rules laid down by BHEL.

Bharat Heavy

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S. S. S.



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- 2.1.14 All the Rates quoted shall remain valid for acceptance for a minimum period of 90 (ninety) days from the date of Technical Bid opening.
- 2.1.15 Notwithstanding the quote/bid, the base rate of fuel (Normal Diesel) will be the one prevailing on the **date of Commencement of the contract**.
- 2.1.16 The name, full address and phone numbers of the Tour & Taxi Operators/Travel Agencies should be furnished at appropriate places in the tender documents. In case of a partnership firm, the name and address of all the partners with a certified copy of the partnership deed shall be furnished along with the tender. 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.
- 2.1.17 Taxis supplied should not be owned by BHEL Employees and their dependents.
- 2.1.18 If the Bidders have provided/providing services to BHEL Units, their performance during the contract will be taken into account while evaluating their technical capability.

Bharat Heavy

Manager

R. Intha



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**2.1.19 Minimum Qualification Requirements of the Tour & Taxi Operators / Travel Agencies at the time Technical Bid opening:**

- i) 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.
- ii) 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.
- iii) The Bidder should have adequate number of fleet to meet our requirement and also have a minimum of 10 [Ten] vehicles under their disposal for deployment and the details of such vehicles shall be provided 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.
- iv) The Bidders should have PAN No. as per Income Tax Act and GST registration number as per GST Act and furnish copy of the same.
- v) The average annual financial turnover of the Bidder during the last three years ending 31<sup>st</sup> March [i.e., Financial years 2018-19, 2019-20, 2020-21] should at least be 30% of the estimated value indicated in the NIT. Audited P& L account and balance sheet has to be submitted as proof. If audit not done for 2020-21, 2017-18 may be submitted.
- vi) The Bidder shall have the experience of having successfully undertaken similar works during last 03 [three] years and furnish proof\*. (Similar work means supply of taxis on Hourly / Daily / Monthly hire basis).
- vii) The bidder should have at least one PSU/State Govt./Central Govt. Organization in his clientele in the last three years of his operations.

\*Documentary proof such as the **Work Order/Purchase Order indicating value of work along with certificate of satisfactory services** from the Agencies/Companies/ Establishments to whom similar services were provided should be enclosed.

- viii) Tender Committee members from BHEL may have the physical verification of the bidders' Office & Garage at the time of Technical evaluation of bidders.

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**2.1.20 EARNEST MONEY DEPOSIT (EMD)**

EMD payable is Rs. 64000/- (Rupees Sixty Four Thousand).

a. EMD can be remitted through RTGS/NEFT and the amount to be credited to BHEL account before Tender opening. Details of Account given below

|                |                                           |
|----------------|-------------------------------------------|
| ACCOUNT NO     | 10610819568                               |
| ACCOUNT TYPE   | CASH CREDIT                               |
| BANK NAME      | STATE BANK OF INDIA                       |
| BRANCH NAME    | SAIDAPET                                  |
| BRANCH ADDRESS | 690, ANNA SALAI, NANDANAM, CHENNAI 600035 |
| IFSC CODE      | SBIN0000912                               |
| MICR CODE      | 600002045                                 |

b. The bidders shall courier EMD in any one of the following forms Banker's courier Cheque/Pay order/Demand Draft, in favour of BHEL to the address mentioned below:

**Senior Manager, Bharat Heavy Electricals Limited, Regional Operations Division, II Floor, CTI Building, Opp. Indian Institute of Science, Malleswaram, Bangalore-560012**

- c. Bidders registered as MSMEs are exempted from EMD on submission of Registration certificate issued by appropriate authority.
- d. EMD of successful bidder will be adjusted towards part of the security deposit (3%).
- e. EMD shall not carry any interest.
- f. EMD of all unsuccessful bidders shall be returned normally within twenty days of placement of LOI/Work Order on successful bidder.

**2.1.21 EMD of the Tenderer will be forfeited if:**

1. The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract
2. If the bidder declines to accept the LOI or is unable to accept the work which has been awarded on the basis of the offer received from the bidder or revokes the offer within the validity period of the offer, the earnest money shall stand forfeited.
3. 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.



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4. EMD of all unsuccessful bidders shall be returned normally within twenty days of placement of LOI/Work Order on successful bidder. Bidders to provide details on EMD payment made through RTGS to BHEL ROD, Bengaluru.

3.0 GENERAL TERMS & CONDITIONS

3.1 SPECIFICATIONS OF THE JOB TO BE AWARDED

- 3.1.1 The successful Tour and Taxi Operators / Travel Agencies will be listed for supply of the following category of the vehicles:

|               | Slabs                                  | No Of trips Tentative |
|---------------|----------------------------------------|-----------------------|
| SEDAN         | 4X40                                   | 545                   |
|               | 6X60                                   | 345                   |
|               | 8X80                                   | 1100                  |
|               | *Outstation(lump sum rate for 250 Kms) | 65                    |
|               | Batta                                  |                       |
|               | Night Halt Charges                     |                       |
|               | Extra KM                               |                       |
|               | Extra Hour                             |                       |
| PREMIUM SEDAN | 4X40                                   | 85                    |
|               | 6X60                                   | 50                    |
|               | 8X80                                   | 170                   |
|               | *Outstation(lump sum rate for 250 Kms) | 15                    |
|               | Batta                                  |                       |
|               | Night Halt Charges                     |                       |
|               | Extra KM                               |                       |
|               | Extra Hour                             |                       |
| PREMIUM SUV   | 4X40                                   | 95                    |
|               | 6X60                                   | 65                    |
|               | 8X80                                   | 190                   |
|               | *Outstation(lump sum rate for 250 Kms) | 15                    |
|               | Batta                                  |                       |
|               | Night Halt Charges                     |                       |
|               | Extra KM                               |                       |
|               | Extra Hour                             |                       |

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Signature

Signature



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### 3.2 MEASUREMENT OF THE JOB:

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

#### 3.2.1 LOCAL TRIPS:

3.2.2 A maximum distance of 80 Kms (one way) from BHEL/ROD, 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:**

- a) 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)
- b) 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.

3.2.3 A distance of maximum 10 kms or at actual distance from Garage(one way) to ROD office will be considered as dead Kms.

### 3.3 OUTSTATION TRIPS:

3.3.1 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 rate for extra Km/hour will apply.

3.3.2 The driver(s) will not be entitled for any boarding and lodging charges from BHEL ROD.

3.3.3 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.(Night Bata is considered between 10pm to 6am.)
  - iii) Night charges if any.

*Bharat Heavy*

*Kumar*

*Aditya*

*R. Datta*

*Sahil*



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**3.4 PAYMENT TO THE CONTRACTOR**

- 3.4.1 Payment will be made to the contractor on the basis of actual work carried out.
- 3.4.2 The parking charges, toll tax, barrier tax, state border entry tax etc., during BHEL duty, will be paid extra by BHEL at actuals on producing original Bills/Receipts/email from Fasttag.
- 3.4.3 The Contractor shall obtain the signature of the BHEL/ROD Official/Customer/other actual users in respect of each trip/Taxi service carried out for BHEL/ROD in the Trip Sheet. Also the feedback will be collected from the guest as per the format given by BHEL ROD. Over writing/corrections on Trip sheets will not be allowed for payment.
- 3.4.4 Bill/Tax Invoices accompanied by the Trip Sheets duly signed by BHEL/ROD Official/Customer etc. shall be submitted by the contractor to the Transport In-charge on fortnightly basis. Invoices for the trips provided from 1<sup>st</sup> to 15<sup>th</sup> shall be submitted on or before 17<sup>th</sup> of the month and Invoices for the trips provided from 16<sup>th</sup> to 30<sup>th</sup>/31<sup>st</sup> shall be submitted on or before 2<sup>nd</sup> of the following month for the Local Trips.
- Bill/Tax Invoices for Out-station Trips be submitted immediately after completion of each out-station trip duly accompanied by the respective Trip Sheets and signed by the BHEL/ROD Official/Customer or other actual users. Bill/Tax Invoices should be complete with breakup of applicable tax details.
- 3.4.5 Payment to the contractor will be made within 30(Thirty) days from the date of submission of clear bills and after due verification, certification by the Transport In-charge at BHEL ROD. All payments will be made through National Electronic Fund Transfer (NEFT) only.
- 3.4.6 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. GST shall also be applicable under relevant Act/Law.

**4. PRICE VARIATION (PVC)**

- 4.1 The rates finalized will be firm during the contract period. However, in case of variation in fuel prices, a change in the rate will be allowed. Revised Rates as per PVC will be given effect from the actual date of claim by the contractor regarding effect of change in Fuel price after verification. The rate for extra hours and driver Bata will remain firm and no change will be admissible on any other account whatsoever. The fuel price prevailing on the commencement date of contract will be the base price for effecting the PVC clause. The fuel price variation clause is applicable both for Local/Outstation trips.
- 4.1.1 Price variation clause will be applicable only when there is increase/ decrease in fuel (Normal Diesel) price per Liter to the tune of 10% over the base price i.e. diesel price prevalent at the time of commencement of contract. Variation in fuel charges: For every 10% increase in the fuel price over and above the base rate on the date of commencement of the contract would be compensated @ 1/10<sup>th</sup> 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



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Diesel prevalent at the time of commencement of contract, the reduced fuel charges will apply. Fixation of new rates for all types of vehicles will be uniform.

The rates applicable for Price variation (PVC) for various types of taxis are given below.

| Sl. No | Category of Vehicles | Type of Vehicles                                                                         | Fuel   | Mileage per Litre / KM | PVC per KM for 10% change in fuel price |
|--------|----------------------|------------------------------------------------------------------------------------------|--------|------------------------|-----------------------------------------|
| 01     | Sedan                | Toyota Etios / Maruti Suzuki Dzire/ Renault Duster/Honda Amaze /Tata Tigor/ Ford Aspire, | Diesel | 13                     | 77 p                                    |
| 02     | Premium Sedan        | Honda City/Maruti Suzuki Ciaz / Hyundai Verna /Skoda Rapid/ Mahindra Marazzo,            | Diesel | 10                     | Re 1                                    |
| 03     | Premium SUV          | Toyota Corolla Atis / Toyota Innova Crysta (Bucket & Bench Seat) / Hyundai Elantra       | Diesel | 10                     | Re. 1                                   |

## 5.0 CONTRACTUAL AND LEGAL OBLIGATIONS OF THE CONTRACTOR:

### 5.1 GENERAL

5.1.1 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.

5.1.2 The successful Taxi/Tour operator shall send the confirmation by SMS to the guest and BHEL ROD office immediately on receiving the booking request. The details of driver name, mobile no. and cab no. etc shall be sent to the guest and BHEL ROD office sufficiently in advance (at least before 4 hrs. of reporting time). In case of early morning duties i.e., before 06:00 am, the information may be sent by previous night before 10:00pm.

5.1.3 All vehicles supplied for service should be GPS enabled and the successful bidder to share the GPS tracking details with BHEL ROD.

5.1.4 Bidders should not have been blacklisted/banned by any organization (Self certification letter to be submitted).

*Bharat Heavy*  
*Kumar*

*R. D. Thakur*

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## 5.2 DUTIES AND RESPONSIBILITIES

- 5.2.1 Contractor has to ensure that the taxi drivers are physically and mentally fit and do not have any criminal record. Drivers should possess valid driving license and experience. The drivers should be able to communicate in Kannada, Hindi & English. The drivers of taxi for local trips should have good road knowledge of Bengaluru and surrounding areas. The taxi drivers for outstation trips should have road knowledge of southern states.
- 5.2.2 The drivers shall be provided with smart mobile phone for communication and shall be in uniform.
- 5.2.3 The driver should be sent for periodical medical checkup i.e., at least once in a year for general health check-up, eye check-up & audiometric test by the contractor to rule out possibilities of loss of vision, hearing etc., and furnish proof of the same.
- 5.2.4 The contractor should ensure to engage the vehicles, with only such drivers who have minimum 2 years of experience in driving similar vehicles with valid driving license. The contractor should also instruct and ensure that the drivers follow the following good practices.
- a) Follow all Traffic Rules & Regulations and ensure safe & efficient driving
  - b) To keep the vehicle neat and clean always.
  - c) Report for duty atleast 15 minutes before at the appointed time and place.
  - d) Allow the passengers to get inside the vehicle, secure the doors properly and only then Driver should enter into car.
  - e) To open and close doors for all passengers/customers while boarding and alighting the vehicle.
  - f) Strictly not to smoke / be drunk while on duty.
  - g) Strictly not to use mobile phone while driving the vehicle.
  - h) Not to indulge in rash & negligent driving
  - i) Should not disclose any details of office, Operational process, security arrangements and administrative/organizational matter as all these are confidential in nature.
  - j) To carry Photo ID issued by the contractor during the duty hours.
  - k) To follow safety precautions like wearing face mask and using sanitizer etc..
- 5.2.5 Contractor will be responsible for the good conduct of his drivers. In case of any misconduct /misbehavior by any of his taxi drivers on duty, the contractor will replace such drivers immediately.
- 5.2.6 Contractor will keep watch on his taxi drivers and he will be liable for any pilferage / loss to BHEL due to acts of omission and commission by his taxi drivers. Similarly, Liability for any compensation to outsiders on account of any act of omission and commission by the drivers deployed by the contractor shall lie exclusively with the contractor.

Bharat Heavy

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- 5.2.7 The contractor shall be fully responsible for enforcing all safety and other RTO regulations as applicable under Motor Vehicles Act, 1988 and Rules framed there under as in force from time to time.
- 5.2.8 The contractor has to ensure that taxi drivers wear a distinct uniform i.e., white Shirt & Trouser. The uniform shall be kept in neat and tidy condition.
- 5.2.9 Contractor has to ensure that all precautions are taken for safety of his drivers and vehicles.
- 5.2.10 The Contractor should see that his drivers keep reasonable money to meet contingent expenditures such as Fuel, Parking/Entry/Toll/Permit Fee etc., while travelling local/outstation.
- 5.2.11 Contractor shall maintain effective coordination / communication with BHEL ROD-Transport In-charge at all times. Upon booking/allotting Taxis the details such as the vehicle Regn. Number, driver name and his mobile number etc. shall be provided both to the Transport In-charge as well as the User/Guest by means of SMS for smooth operation of the system. They shall also coordinate for submission of Bills with trip sheets and settlement of bills thereof.
- 5.2.12 Contractor shall not sub-let any portion of the contract to anybody or Firm or Agency whosoever.

**5.3 STATUTORY LIABILITY:**

- 5.3.1 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 to hire.
- 5.3.2 The liability for any compensation on account of injury sustained by a taxi driver/ employee of the contractor will exclusively be that of the contractor.
- 5.3.3 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 does not take responsibility in this regard.
- 5.3.4 The contractor will ensure that all vehicles deployed under this contract agreement, are covered by respective comprehensive insurance policies. Under no circumstance shall BHEL be liable to compensate for any loss or damage that may be caused to / by the vehicles while engaged in discharging of the contractor's obligations under this contract. Service provider shall be solely responsible for all cause and liabilities arising out of any accidents or traffic offence. BHEL will not be party to any disputes arising out of such events.
- 5.3.5 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

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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.

- 5.3.6 Compliance to all statutory requirements under various Acts, rules, regulations, notifications in relation to employment of drivers will be the responsibility of the contractor.
- 5.3.7 The liability of any compensation on account of injury sustained by the employee of the contractor will be exclusively that of the contractor.

#### 5.4 SUPPLY OF VEHICLES, MONITORING & TRIP SHEETS

- 5.4.1 Contractor shall provide well maintained and road worthy vehicles only of model – not older than **Three years (registered on or after Jan'2018)**. The vehicles provided will be inspected by BHEL representative or by any other person authorized in this regard at any point of time 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.
- 5.4.2 This contract will be in operation on 24 x 7 hours basis throughout the period of Contract and the Contractor or his nominated representative shall be available for rendering unhindered service.
- 5.4.3 The Contractor shall be responsible for the safe, comfortable and timely transporting of the passengers/baggage.
- 5.4.4 The Contractor shall supply the demanded number of vehicle[s] within one hour under normal circumstances and within half-an-hour under emergencies in respect of Local Trips. However, for Outstation Trips, BHEL will specify the timings, but at least 04 [four] hours advance notice will be given. If there is failure, the Contractor will be intimated of his deficient performance. Chronic deficiency in performance [i.e., more than 3 occasions in a month] may result in termination of the Contract. BHEL reserves its right to engage Taxi from any other Agency at the cost and expenses of the contractor in the event of failure to provide Taxis by Contractor and deduct such charges from the Contractor's Bills.
- 5.4.5 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.
- 5.4.6 The contractor shall replace the taxi in case of a breakdown while in operation within 30 minutes from the time of reporting breakdown in the case of Local Trip. However, in the case of Outstation Trip, alternate arrangements shall be made at the quickest possible time. The bills under such circumstances be prepared for one vehicle only.

No detention charges will be paid for breakdown and arranging alternative vehicle. The log/trip sheets shall mention about the breakdown.



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- 5.4.7 Contractor shall provide Taxis of specified model only. If any of the taxi models found to be in operation earlier than specified year of registration, at a later date, notwithstanding its rights to terminate the contract, BHEL may not pay the charges with respect to such taxi or may deduct any charges paid with respect to such taxi at a later date from the running bill / SD of the Contractor.
- 5.4.8 The Contractor shall ensure that his drivers will get all the columns in the trip sheets filled and signed by the user. Corrections/over-writing should be avoided in the Trip Sheets and Bills. Corrections, if any, shall be duly attested by the User in the Trip Sheets.
- 5.4.9 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 Transport In-charge of BHEL/ROD at the given time, date and place.
- 5.4.10 The Contractor must ensure that the vehicles are furnished with following:
- a) The relevant documents like RC Book, driving license, comprehensive insurance policy, permit, emission test certificate and other legal documents.
  - 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.
  - e) Obtaining of insurance cover for his employees/equipment/tools and tackles etc. and taking third party insurance cover will be the responsibility of the contractor.
  - f) Newspaper and water bottles to be kept in Corolla Altis and Innova Crysta vehicles while on duty.

**6.0 RIGHTS AND OBLIGATIONS OF BHEL**

- 6.1 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.
- 6.2 In case of loss of original trip sheet, BHEL reserves the right not to entertain the claim.
- 6.3 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 reasonable penalty or initiate Short closure of contract with a notice period of one month.

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- 6.4 Notwithstanding the above, BHEL reserves the right to Short close the contract with a notice period of one month without assigning any reasons thereof.
- 6.5 Notwithstanding the above and other rights of BHEL, there shall be no liability on the part of BHEL to pay any compensation whatsoever to the contractor, in case of misbehavior, disobedience, dishonesty, clandestine insolvency, any court order, non-sanction of road permit or any other related activities on the part of contractor or his drivers/employees deputed under the contract or in case of the failure of the contractor to fulfill the terms and conditions of the contract etc.
- 6.6 The decision of BHEL regarding interpretation of any terms and conditions set forth in the agreement shall be final and binding on the contractor.

7.0 **DURATION OF THE CONTRACT:**

The duration of the contract shall be for a period of **Two Years** from the date of award of work.

- 7.1 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.

8.0 **ARBITRATION**

Any dispute arising out of this Tender shall be referred to a third party viz., any person nominated by the Additional General Manager, BHEL/ROD, Opp. IISC, Prof. CNR Rao Circle, Malleswaram, Bangalore 560012, in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules made there under.

The award shall be final and binding on the parties. The jurisdiction in all such Arbitration cases shall be Bangalore pertaining to this Contract.

*[Signature]*

*[Signature]*

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*[Signature]*

*K. K. K.*



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Annexure - A

**Hiring of Taxis on Hourly/ Daily Rate Contract basis for Local/ Outstation Trips**

**Essential Criteria for Evaluation of Technical Bids.**

| Sl. No. | Description                                                                                                                                                                                                                                                                                                                                                                                                                 | Contractor'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/Garage at Bengaluru. The office shall have telephone, and E-mail facilities for booking of taxis. (Please indicate here your address, Mobile/telephone No. and E-Mail ID).                                                                                                                                                                                          |                                            |
| 3       | Whether the bidder agrees to supply taxis for Local Trips within 1(one) hour of booking under normal conditions and within ½ (half-an-hour) under emergency conditions, and for Outstation Trips as specified by BHEL                                                                                                                                                                                                       |                                            |
| 4       | Whether the bidder has under his disposal a minimum of 10 (ten) vehicles such as 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)/Hyundai Elantra, etc. registered for operating as Taxis. (Xerox copies of RC book to be enclosed). |                                            |
| 5       | Whether the average annual financial turnover of the bidder ending 31 <sup>st</sup> March of the last 3 financial years (2018-19, 2019-20 & 2020-21. If audit not done for <u>2020-21, 2017-18</u> may be submitted) is at least 30% of the estimated value indicated in the NIT (documents showing Financial Turnover duly attested by a Chartered Accountant to be enclosed)                                              |                                            |
| 6       | Whether the bidder has the experience of having carried out similar works during last 3 years. (Similar work means supply of taxis on hourly/ daily Rate Contract basis). Copy of work order indicating value of work with certificate for satisfactory services / Completion certificate indicating the value of work executed should be enclosed.                                                                         |                                            |
| 7       | Indicate bidder's PAN details [enclose Xerox copy].                                                                                                                                                                                                                                                                                                                                                                         |                                            |
| 8       | Indicate bidder's GSTIN Regn. No. [enclose Xerox copy]                                                                                                                                                                                                                                                                                                                                                                      |                                            |



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Annexure – A [Contd]

|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 9  | <p>Nature of Firm / Concern<br/>(Proprietor/Partnership/Pvt. Limited/Public Ltd.)<br/><b>Note:</b> Please enclose<br/>1. In case of partnership firm, photo copy of the partnership deed.<br/>2. In case of company, photo copy of the incorporation certificate.<br/>3. In case of proprietorship, photo copy of the registration under Shops &amp; Est. Act.<br/>4. In case of any other legal entity, photo copy of the registration certificate.</p> |  |
| 10 | <p>Names, address and phone nos. of Partners/Proprietor/ Directors</p>                                                                                                                                                                                                                                                                                                                                                                                   |  |
| 11 | <p>Name of the Person(s) and designation authorized for signing the contract/dealing with BHEL</p>                                                                                                                                                                                                                                                                                                                                                       |  |
| 12 | <p>Whether bidder is having any relative working in BHEL<br/>(if yes, provide name, staff no., designation and department.)</p>                                                                                                                                                                                                                                                                                                                          |  |

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Annexure – B

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.

| S. N | Type of vehicle | Regn. No. | Year of Regn. | Whether registered as taxi | Fitness Certificate | Comprehensive Insurance Validity date |
|------|-----------------|-----------|---------------|----------------------------|---------------------|---------------------------------------|
| 1    |                 |           |               |                            |                     |                                       |
| 2    |                 |           |               |                            |                     |                                       |
| 3    |                 |           |               |                            |                     |                                       |
| 4    |                 |           |               |                            |                     |                                       |
| 5    |                 |           |               |                            |                     |                                       |
| 6    |                 |           |               |                            |                     |                                       |
| 7    |                 |           |               |                            |                     |                                       |
| 8    |                 |           |               |                            |                     |                                       |
| 9    |                 |           |               |                            |                     |                                       |
| 10   |                 |           |               |                            |                     |                                       |

Note: Use additional sheet if required

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PART-B  
[PRICE BID]

1. The contractor shall quote for the following Category of vehicles in GeM portal only.

|               | Slabs                                  | No Of trips Tentative | Unit Price(inclusive of tax) | GST % applicable    |
|---------------|----------------------------------------|-----------------------|------------------------------|---------------------|
| SEDAN         | 4X40                                   | 545                   | To be quoted in GeM          | To be quoted in GeM |
|               | 6X60                                   | 345                   | To be quoted in GeM          | To be quoted in GeM |
|               | 8X80                                   | 1100                  | To be quoted in GeM          | To be quoted in GeM |
|               | *Outstation(lump sum rate for 250 Kms) | 65                    | To be quoted in GeM          | To be quoted in GeM |
|               | Batta                                  |                       | To be quoted in GeM          | To be quoted in GeM |
|               | Night Halt Charges                     |                       | To be quoted in GeM          | To be quoted in GeM |
|               | Extra KM                               |                       | To be quoted in GeM          | To be quoted in GeM |
|               | Extra Hour                             |                       | To be quoted in GeM          | To be quoted in GeM |
| PREMIUM SEDAN | 4X40                                   | 85                    | To be quoted in GeM          | To be quoted in GeM |
|               | 6X60                                   | 50                    | To be quoted in GeM          | To be quoted in GeM |
|               | 8X80                                   | 170                   | To be quoted in GeM          | To be quoted in GeM |
|               | *Outstation(lump sum rate for 250 Kms) | 15                    | To be quoted in GeM          | To be quoted in GeM |
|               | Batta                                  |                       | To be quoted in GeM          | To be quoted in GeM |
|               | Night Halt Charges                     |                       | To be quoted in GeM          | To be quoted in GeM |
|               | Extra KM                               |                       | To be quoted in GeM          | To be quoted in GeM |
|               | Extra Hour                             |                       | To be quoted in GeM          | To be quoted in GeM |
| PREMIUM SUV   | 4X40                                   | 95                    | To be quoted in GeM          | To be quoted in GeM |
|               | 6X60                                   | 65                    | To be quoted in GeM          | To be quoted in GeM |
|               | 8X80                                   | 190                   | To be quoted in GeM          | To be quoted in GeM |
|               | *Outstation(lump sum rate for 250 Kms) | 15                    | To be quoted in GeM          | To be quoted in GeM |
|               | Batta                                  |                       | To be quoted in GeM          | To be quoted in GeM |
|               | Night Halt Charges                     |                       | To be quoted in GeM          | To be quoted in GeM |
|               | Extra KM                               |                       | To be quoted in GeM          | To be quoted in GeM |
|               | Extra Hour                             |                       | To be quoted in GeM          | To be quoted in GeM |

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

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### Declaration

I / We \_\_\_\_\_ have gone through the terms and conditions of this tender No. \_\_\_\_\_ and undertake to accept the same in totality and agree to deploy vehicles if the contract is awarded to us.

Place:

Signature of the Contractor

Date:

**Note: All above information should be supported by relevant documents as applicable.**

Sharanath BM

R. Sheth

Asst. Manager  
Kannur.