

பாரத மிகுமின் நிறுவனம்

BHARAT HEAVY ELECTRICALS LIMITED

(A Government of India Undertaking)

Boiler Auxiliaries Plant

Indira Gandhi Industrial Complex, RANIPET – 632 406 Tamil Nadu



M&S DEPARTMENT

Phone : 04172 284142 / 284491

TRANSPORT

Fax : 04172 241201

NOTICE INVITING TENDER(TWO PART BID)

TENDER NOTICE NO: BAP:M&S:TE:TR:12:012 Dt- 16.08.2012

- 01.NAME OF WORK : Hiring of 04 numbers TATA Indica Non A/c Taxi model 2010 & above and 01 number TATA Indica A/c taxi model 2011 & above on monthly rental basis for 12Hrs., operation / day.
- 02.NATURE OF TENDER : Open
- 03.EARNEST MONEY DEPOSIT : **Rs.10,000/-**(Rupees Ten thousands) per taxi
- 04.LAST DATE AND TIME FOR RECEIPT OF TENDER : 31.08.2012; : **14.00 Hrs**
- 05.TENDER OPENING DATE AND TIME : 31.08.2012 : 14.30 Hrs
06. PLACE OF WORK : BHEL: BAP:RANIPET
07. LOCATION OF TENDER BOX : M&S office
- 08.PERIOD OF CONTRACT : TWO YEARS

Qualification Creteria:

Minimum one vehicle shall be registered in the name of tenderer while submitting the offer. However those tenderers who are operating, either a/c or non a/c car registered in their name, in our existing/running contract are exempted from minimum one owned vehicle criteria. Any additional vehicle offered can be either owned or leased.

THIS DOCUMENT CONTAINS **25** PAGES INCLUDING GENERAL CONDITIONS, INSTRUCTIONS, AND SPECIAL CONDITIONS TO THE TENDERERS AND QUESTIONNAIRE.

ISSUED TO:

ISSUING OFFICER

NAME AND SIGNATURE OF THE TENDERER

Page 1

GENERAL CONDITIONS AND INSTRUCTIONS TO TENDERER

1. Sealed tenders for the above work are invited from contractors having own tourist taxi and experience in works of similar kind and nature.
2. Tenders will be received by M/s Bharat Heavy Electricals Ltd, Ranipet-6 up to **14.00 Hrs on 31.08.2012 in the prescribed form and will be opened on 31.08.2012 at 14.30Hrs** in the presence of such of those tenderers or their agents, who may choose to attend, with authorization letter from the owners.
3. Tenders must be submitted in sealed covers and should be addressed to DGM/M&S, **BHEL/BAP/RANIPET**, with full name and address of the tenderer and the name of the work being **superscribed on the cover**.
4. Late offers, incomplete offers shall become liable for rejection.

IMPORTANT NOTE

5. The tender shall be submitted as given below.
 - **Cover-1** shall contain the EMD alone.
 - **Cover-2** shall contain the technical bid (Page **1 to 24**) and all relevant documents.
 - **Cover-3** shall contain only the price bid.(**Page 25**)Each of the above covers shall be superscribed with tender number, respective cover content detail as EMD, Technical bid, Price bid and with full name and address of the tenderer.

Finally, all the above three covers shall be put in one single large cover and super scribed with the tender number, due date, name of the work and with full name and address of the tenderer.

6. At the time of tender opening,
 - covers containing EMD alone shall be opened first.
 - Technical bids of such of those tenderers who satisfy EMD requirements alone will be opened next.
 - Price bids will be opened, after evaluation of suitability of technical bids, either on the same day immediately after the technical bid open or at a later date. The date & time of opening of price bid will be intimated to those tenderers who are technically qualified.

7. The vehicles offered shall be inspected for condition and up keep of the vehicle. If any of the tenders not fulfilling the laid down conditions, the offer will be rejected
8. All entries in the tender documents should be in one ink. Erasures and over-writings are not permitted. All correspondences and insertions should be duly signed by the tenderers concerned.
9. Tenderers should fill their rates in figures and words in the blank spaces provided for this purpose in the schedule of rates format enclosed along with these documents and also sign each and every page of the tender documents.
10. The tenderer should fill and sign the questionnaire which is enclosed with this Tender document page no 20. This should be enclosed along with the technical bid.
11. Conditional tenders, tender containing absurd rates and amounts, tenders which are incomplete or other wise considered defective and tenders not in acceptance with the tender conditions laid down by the Accepting Officer, are liable for rejection.
12. Tenders not submitted in the prescribed forms are liable for rejection.
13. In quoting the rates, the tenderers are advised to take into account of all the factors including any fluctuations in the market rates etc. No claim shall be entertained on this account after acceptance of the tender or during the currency of the contract.
14. The rates quoted in the tender shall remain valid for a period of three months from the date of opening of tender.
15. Every tender must be accompanied by **Earnest Money Deposit of Rs.10,000/- (Rupees Ten thousands only) per taxi** in the form of Pay Order / Demand Draft of the **State Bank of India, BHEL Project – M.R.Puram (Code 7013)** in favour of DGM/Finance, BHEL –Ranipet-6.
16. **NO INTEREST SHALL BE ALLOWED ON THE EARNEST MONEY DEPOSIT.**
17. If a tenderer withdraws his offer after submission or after acceptance, fails to provide the vehicle in accordance with the instructions of the DGM/M&S, Transport & Contracts, the earnest money deposited by him will be forfeited and acceptance of his tender will be withdrawn.

18. The Bharat Heavy Electricals Limited, reserves the right to reject any or all the tenders received or accept any tender or part thereof without assigning any reason there for.
19. Tenders submitted by post should be sent through “REGISTERED POST WITH ACKNOWLEDGEMENT DUE/Speed Post/Courier”. The tender should be posted with due allowance for any delay in postal delivery. **The tenders received after the due date and time schedule specified in the tender will not be considered for further processing.**
20. The contractor’s responsibility for this contract shall commence from the date of issue of order of acceptance of his tender.
21. The acceptance of the offer by BHEL is based on the inspection of the vehicle(s) condition and records/ legal ownership pertaining to the vehicle(s) within the time limit prescribed by BHEL. Tenders received without earnest money deposit in full or part, in the form prescribed shall be summarily rejected.
22. The earnest money deposited by the successful tenderer will be retained towards Security Deposit for the due fulfillment of the contract.
23. In the case of unsuccessful tenderers, the earnest money will be refunded normally within 15 days of acceptance of award of work by the successful tenderers.
24. Unless the contractor whose tender is accepted, signs the contract agreement within seven days of the date of the order directing him to do so, the amount of EMD already deposited by him will be forfeited and acceptance of his tender shall be withdrawn.

25. SECURITY DEPOSIT

SECURITY DEPOSIT shall be collected from the successful tenderer. The rate of security deposit will be as below.

- | | |
|-----------------------------------|--|
| i) Up to 10 lakhs | = 10% |
| ii) Above 10 lakhs up to 50 lakhs | = Rs.1 lakh+7.5 % of the amount exceeding 10 lakhs |
| iii) Above 10 lakhs | = Rs. 4 lakhs + 5% of the amount exceeding Rs.50 lakhs |

The security deposit shall be furnished before start of work by the contractor.

26. The security deposit may be furnished in any one of the following forms.

- i) Cash (as permissible under the Income Tax Act)
- ii) Pay order, Demand Draft in favour of BHEL.
- iii) Local cheques of scheduled banks, subject to realization.
- iv) Securities available from Post Offices such as National Savings Certificate, Kisan Vikas Patra etc (certificates should be held in the name of contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).
- v) Bank guarantee from scheduled banks / Public Financial Institutions as defined in the companies Act. The bank guarantee format shall have the approval of BHEL.
- vi) Fixed Deposit Receipts issued by scheduled banks / Public Financial Institutions as defined in the companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.
- vii) Security Deposit can be also recovered at the rate of 10% from running bills. However in such cases at least 50% of the security deposit shall be furnished before start of the work and the balance 50% may be recovered from the running bills.
- viii) EMD of the successful tenderer can be converted and adjusted against security deposit.
- ix) The security deposit shall not carry any interest.

27. Should a tenderer or a contractor has a relative or in the case of a firm or company of contractors, any of its shareholders or shareholder's relative, employed in Bharat Heavy Electricals Ltd, the authority inviting tenders shall be informed of this fact at the time of submission of the offer, failing which the offer may be disqualified or if such fact subsequently come to light, the contract may be cancelled.

- 28.No employee and their dependents are eligible to submit their offer against this contract. Even if they submit out of ignorance the offer shall be disqualified.
- 29.If a tenderer expires after submission of his tender, the Bharat Heavy Electricals Ltd, may be at their discretion to cancel such tender.
30. BHEL will not bound by any power of Attorney granted by the tenderer or changes in the composition of the firm made subsequent to the execution of the contract. They may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contract concerned.
- 31.If the contractor deliberately, gives wrong information in his tender or creates conditions favorable for the acceptance of his tender. Bharat Heavy Electricals Limited reserves the right to reject such tender at any stage.
- 32.Words imparting the singular number shall deemed to include the plural number and vice versa where the context so require.
- 33.The expenses for completing and stamping the agreement shall be to the contractor's account.
- 34.The general and special conditions of contract are complementary to each other and where they are in conflict, the special conditions shall prevail. In regard to matters not covered by the General or Special conditions of contract, those contained in the specifications approved by BHEL, shall apply.
- 35.Tenderers shall not increase their quoted rates incase BHEL negotiate for reduction of rates, such negotiations shall not amount to cancellation or with drawn of the original offer and the rates originally quoted shall be binding on the tenderers for a period of three months from the date of opening of tenders.
- 36.Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.

37.The “GENERAL CONDITIONS AND INSTRUCTIONS TO TENDERERS AND SPECIAL CONDITIONS TO THE TENDERER” shall be deemed to form an integral part of contract for the work to be entered into.

38.The tenderer should be present if called for negotiation. In case, the tenderer’s authorized person is attending the negotiation such person should have the authorization letter and he should be capable of taking spot decisions.

39.In case if the vendor is not interested in submitting offer against this tender, the vendor should return all the tender papers with a covering letter stating the reasons for not submitting offer.

40. a) Arbitration

- i) All disputes between the parties to the Contract, arising out of or relation to the Contract shall after written notice by either party to the Contract to the other party be referred to the sole Arbitration of Executive Director, BAP or any designate nominated by the Executive Director of BHEL in his sole discretion.
 - ii) The venue of Arbitration shall be Ranipet, Tamil Nadu. The arbitrator may hold meetings for convenience in such a place or places discretion.
 - iii) The award of the Arbitrator shall be final, conclusive and binding on both parties to the Contract.
 - iv) The Contractor shall, notwithstanding any disagreement, dispute, protest, request for arbitration, court or other proceedings, continue to perform the Services in accordance with the determinations, instructions and clarifications of BHEL
- b) Subject to the above, the appropriate court in Vellore District shall have the exclusive jurisdiction over any disputing arising out of or in connection with this Contract.

c) **Risk Purchase**

- i) In case of any neglect or refusal on the part of the Contractor to:
- commence the Contract, or
 - provide sufficient labour for the Contract or
 - if in the opinion of BHEL, the Contract performed by the Contractor are not satisfactory, or
 - if the Contractor fails to carry out the Contract or as per instructions of the BHEL or officer authorized by it,

BHEL shall have the right to have the Work done by any means, including by engaging a new contractor, at the Contractor's sole risk and expenses.

- ii) The above shall be without prejudice to any other remedy that may be available to BHEL whether as per law, contract, equity or otherwise.

- iii) In the event, the cost of the work so done (as certified by BHEL which is final and conclusive) is less than the Contract cost, the advantage shall accrue to the BHEL and if the cost exceeds the money due to Contractor under the Contract, the Contractor shall either pay the excess amount ordered by BHEL or the same shall be recovered from the Contractor by other means.

- d) Contractor shall indemnify and keep indemnified BHEL, its other contractors and/or sub-contractors and its/their employees from all actions, proceedings, suits, claims, demands, liabilities, damages, losses, costs, charges, expenses, judgments and fines arising out of or in the course of, or caused by the execution of work under the Contract or other obligations hereunder directly or indirectly associated herewith which may arise due to:

- i) Breach of law by the Contractor, or any of its sub-contractor, or any of their respective employees.
- ii) Negligence or willful default by the Contractor, or any of its sub-contractor, or any of their respective employees.
- iii) Failure by Contractor to proceed with Project in accordance with the determinations, instructions and clarifications of Company pending disagreement, dispute, protest, request for arbitration/ court proceedings

- iv) Loss of property or death of any employee of BHEL or of its other contractors/ sub-contractors.

The above shall be without prejudice to any other remedy that may be available to BHEL whether as per law, contract, equity or otherwise.

SPECIAL CONDITIONS

1. The tender is invited for operating 04 Nos of **TATA Indica Non A/C Taxi** model 2010 & above and 01 No A/c Indica taxi model 2011 & above. Minimum one vehicle should be owned by the contractor. However those tenderers who are operating, either a/c or non a/c cars registered in their name, in our existing/running contract are exempted from minimum one owned vehicle criteria. Any additional vehicle offered can be either owned or leased. For the leased vehicle, a valid lease agreement till the end of the proposed contract period shall be available in the name of contractor.
2. The vehicle offered shall be of Non A/c / A/c car (Diesel) having valid permit. The vehicles fulfilling the above conditions alone can be considered.
3. The vehicle offered shall be in good condition. Inspection of the vehicle offered shall be carried out by BHEL officials and their decision regarding acceptance or rejection of any vehicle(s) is final.
4. The tender is floated on two part bid basis i.e., (1) Technical bid and (2) Price bid. The vehicle offered shall be inspected for its technical performance and document perfectness for approving to participate in price bidding. The vehicles which are not technically approved will not be considered for price bid evaluation.
5. In case if the Tenderer is a Registered Partnership Firm, it is sufficient if the vehicle is owned by one of the partners of the Partnership Firm. In such case, the Tenderer shall enclose a Letter of Undertaking from all the Partners of the Firm as per Annexure I.
6. The loading pattern of hiring shall be decided on the following basis.
 - i. From the technically qualified bidders, based on the overall Lowest standing (L1) in the price bid evaluation rating, the total quantity requirement will be ordered on L1, subject to L1 offer meeting the total quantity and fulfilling the tender conditions.

- ii. In case the L1 bidder's original offered quantity is less than the requirement, the original L1 bidder will be given preference to provide balance quantity and is subject to his capability to mobilize additional quantity.
- iii. In case there is no differentiation in the rates of more than one bidder and as a result if there exists more than one lowest bidder (L1), loading shall be decided based on the performance of the vendors. Among these bidders, higher share in loading will be given to the bidder whose performance is satisfactory. In the absence of previous/current performance records of first time bidders, the loading will be decided based on the other factors like vehicle model, and fitness conditions.
- iv. After following the above three steps, for any short fall in meeting the overall required quantity, the finalized L1 rate will be counter offered in seriatim to the other bidders.
- v. However, counter offering L1 rate will not be made to all the bidders who quoted. Few of the highest bidders who have quoted abnormal high rates, may not be given chance.
- vi. After following all the above, if short fall any, the same will be finalized by repeating the counter offer process in seriatim.

FOR TATA INDICA A/C CARS

7. Hired taxi will be utilized by BHEL for local, out-station and ghat section without any restriction.
8. Working hour for the taxi is 12 hours/day, generally from 07.30 hours to 19.30 hours, however, it may vary based the requirement
9. Retention charges will be paid only when the vehicle is used beyond 12 hrs in a day. Fractional hours will be ignored.
10. Night halt charges will be paid only for outstation trips where no retention charges will be paid.
- 11. The rate quoted should be Inclusive of diesel and all other expenses except Service Tax for Operating 12 Hrs on all days of the Month.**
12. In case of revision of diesel cost by Government, the difference shall be paid on reckoning 16 Km per litre on either side

13. The payment is guaranteed for a minimum of 1000 km irrespective of the actual running kms per month subject to the following.

- a) Car shall report for duty in all days of the month including Sundays and holidays.**
- b) In case the car is not required on any of the Sundays or holidays, the same will be informed to the contractor by BHEL and the attendance will be treated as present for the purpose of payment process.**
- c) For non report days of the car on the part of the contractor, with or without prior permission, the same shall be treated as absent and the payment will be regulated by working out pro rata rent for the actual kilometers run according to the corresponding slab rate(s) spread over the entire month.**

14. In case where the car runs less than 1000 Kms, during the entire period of the billing month, the payment will be regulated as follows.

“For the actual kms run, pro rata a/c charges as applicable will be paid and for the short fall(1000 – actual kms run), non a/c charges(applicable A/c charge per km – Rs.2) will be paid”.

15. The taxi can be operated with A/C or Non A/C as per the wish of the user and certification shall be done accordingly for making payment.

16. Whenever, the car is required to run without any officer/officials travelling, the same shall be treated as non a/c travel for the purpose of payment.

17. In case of non functioning / non utilization of A/c, the rate shall be less Rs.2/- per km from the rate agreed upon in the contract irrespective of the km falling in first 1000 km slab or beyond 1000km slab.

18. Other charges applicable for TATA Indica A/C cars

Sl No	Conditions	A/C car
a.	Working hours	12 hrs
b.	Over time charges	Not applicable
c.	Retention Charges	Rs 45 per hour beyond 12 hrs., in steps of one hour and fractional hours will be ignored
d.	Night halt charges	Rs 100 per night (in this case retention charges not applicable)
e.	Permit charges	As per Govt norms
f.	Toll charges	At actual on production of proof in original
g.	Parking charges	At actual on production of proof in original

19. For A/c Indica cars the tender will be finalized based on A/c rates only. As indicated in Schedule of rates, i) up to 1000 Km and ii) next 1000 kilo metre run combined together. In other wards total kilometer to be considered for deciding of L1 is 2000 kilometer as stated in Sl Nos. 01 & 02 for A/c rates only.

20. Permit charges during visit to other states /Additional charges like Toll, taxes will be paid as per statutory and actual subject to document evidence without any over writing/Correction

21. The actual car parking charges incurred at Airport / Railway Stations and any other public places will be reimbursed on production of the original receipts. Such receipts shall be without any corrections or over writings.

22. The contractor has to offer his rates for hiring A/C, Non A/c, Indica Cars in the format given.

FOR NON A/C INDICA CARS.

23. The Vehicle hire is on monthly rental basis. Additionally diesel charges @ 01 litre diesel cost for every 18 Kms will be paid on prevailing market rate of diesel.

24. The rate quoted should be Inclusive of all expenses except Diesel Charges & Service Tax for Operating 12 Hrs on all days of the Month.

25. Working hours shall be 12 Hrs/day. BHEL reserves the right to retain the vehicle beyond the normal working hours on any day. If the vehicle is used beyond 12 Hrs, Over time charges shall be paid on prorate basis.

COMMON TO A/C AND NON A/C CARS

26. BHEL reserves the right to use the vehicle as per requirement.
27. The tender will be finalized based on the monthly Rental charges quoted.
- 28. Conditional tenders are liable for rejection. No conditions shall be acceptable after tender opening or during negotiation. If tender is cancelled due to conditions imposed by the tenderer after tender opening, the tenderer will be delisted.**
29. Photostat copies of the following documents are to be enclosed along with the tender documents for both A/c & non A/c.
- a) RC book of the vehicle(s)
 - b) Permit of the vehicle (s)
 - c) FC details of the vehicle(s)
 - d) Insurance Policy (Comprehensive) of the vehicle(s)
 - e) Tax payment details of the vehicle(s)
 - f) Driver License, Tourist endorsement details
30. Originals of the above documents shall be submitted by the contractor whenever requested by BHEL to do so.
31. The vehicles are required for a contract period of TWO YEARS. Tenderers should fill in their rates in the blank space provide for this purpose in the Schedule of Rates enclosed along with these documents. The period of contract is likely to be extended subject to mutual agreement between BHEL and the contractor. In case of such extension, the terms and conditions and hiring charges agreed already will remain same for the extended period also.
32. The vehicles shall be operated for twelve hours per day normally from 07.30Hrs to 19.30Hrs. However the reporting and releasing time for the vehicle is likely to vary as per the requirements of BHEL.
33. The vehicle shall be reported in full readiness for the entire day's operation in respect of fuel availability and readiness of the driver.
34. The vehicle should be made available continuously throughout the contract period including holidays and Sundays without any breaks.

35.The contractors should not sell their vehicles without prior permission of BHEL.

36.The contractor should not sub-contract the operation of the vehicle.

Recovery and penalty

37.During the contract period, if the contractor is not able to provide the vehicle on any day, prevailing market hire charges for the absence day(s) along with a penalty of Rs.250/- per day will be recovered from the contractor. Further the extra mileage rate of alternative vehicle, if any, engaged by BHEL on account of absence, from its starting point to BHEL factory, will also be recovered from the contractor.

37.(a) For part of the days absence upto 06 hours, prorated market rate along with a penalty of Rs. 125/- will be recovered from the contractor.

37(b) Absence exceeding 06 hours in a day will be treated as full day and recovery will be regulated as per Clause. 37.

38.However during such absence contractor will be permitted to provide alternate vehicle in good condition for a day or two with prior permission of BHEL, in which case recovery as per clause 37 will not be levied.

39.If the contractor is not able to provide the vehicle originally offered for a continuous period of 15 days, BHEL reserves the right to terminate the contract and to take appropriate action against the Contractor. In the event of contract termination, the security deposit paid by the contractor will be forfeited.

40.During FC period, the contractor has to arrange alternate vehicle, otherwise recovery/penalty as per the **clause 37** will be levied.

41.The vehicle under BHEL contract should not be operated for any private trips during contract period.

42.During the contract period the vehicle shall be maintained by the contractor always in good running condition to the fullest satisfaction of BHEL and BHEL reserves the right to terminate the contract in case if they are not maintained.

43. The contractor shall be responsible for obtaining necessary permit, comprehensive insurance policy, appropriate driving license with tourist endorsement etc, and complying with all the statutory requirements including labour laws that may be necessary in this respect. BHEL will not be responsible for any consequences out of any violation of rules or acts by the contractor. If BHEL is liable to pay any such amount due to violation of the relevant laws by the contractor the amount so paid would be recovered from the contractor.
44. The contractor shall pay necessary taxes and keep the fitness certificate for the vehicle valid during the contract period.
45. The contractor shall check for exhaust emission test and obtain fitness of their vehicle once in 6 months in meeting the statutory norms laid by Tamil Nadu Motor Vehicle Rules.
46. The taxi driver should keep the copy of relevant documents (Driving license, Road tax token, Registration Certificate, Insurance, Fitness Certificate of the taxi Permit etc.) with the taxi and produce as and when required by us or any government transport authorities. In case the original documents are required for verification it should be produced on demand.
47. Subject as aforesaid the provisions of the Motor Vehicle Act or any statutory modification or amendments or re- enactment there of and the rules made there under from time to time have to be followed by the contractors.
48. The contractor shall take Comprehensive Insurance Cover including unlimited third party property damage cover for the vehicle during the contract period.
49. The contractor shall at his own expense reinstate and make good to the satisfaction of the 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 agents) servants or employees of BHEL.

50. THE INJURY LOSS or 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) or which would be so enforceable against BHEL where BHEL is a private person, 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 other wise.
51. Proper trip register for vehicles as required by BHEL shall be maintained by the contractor's driver and the same shall be submitted to BHEL daily and all the time.
52. It is the responsibility of drivers to get filled all the columns in the trip register and got signed by the user and certified by the transport pooling in charge. In case of loss of original trip register, BHEL reserves the right not to entertain the claim
53. The driver of the vehicle should compulsorily wear WHITE UNIFORM (PANT & SHIRT) during operational hours with BHEL. If the driver of the vehicle is found without uniform a sum of Rs.100/- will be deducted for each occasion. Drivers without white uniform shall not be allowed to drive the vehicle. The driver appearance & behavior on and off the taxi (car) should always be decent and courteous.
54. The vehicle engaged will be checked up by BHEL Security personnel as and when required.
55. The contractor should ensure that there should not be any advertisement on the taxi.
56. Playing of tape recorders or radios in the taxi should be avoided within the factory premises.
57. While driving cell phone should not be used.
58. Inside factory premises the vehicle should be operated at a speed of 20Kmph strictly. Any violation of speed limit will attract a penalty of Rs.500/- for violation for each occasion.
59. Sun film sticker in the window glass should not be dark and inner side of the car must be visible for the security personnel with out lowering the window glass.

60. The driver should follow strictly the motor vehicle rules like
- a. Not to overtake from the left side of any vehicle ahead of his car.
 - b. Not to go on the wrong side while taking turn to the right without going around the island.
 - c. Driver first allows the passenger to get inside the car and then only driver should enter the car.
 - d. The driver should open and close the doors for all the passengers/customers while getting into or alighting the car.
 - e. If there is a hand luggage brought by Officials, the driver has to come forward and place the luggages either inside the dickey or inside the car.
 - f. The drivers should have reasonable money to meet contingency expenditure while traveling out-station.
 - g. Exhaust emission test to be conducted once in 6 months as per statutory norms and after fitness certificate for plying the vehicle.
61. Revision of diesel charges will be effected by BHEL only in case of revision of diesel cost announced by the Government of India on either side.
62. Bills shall be raised by the contractor (**Printed format only accepted**) after the expiry of the concerned month and submitted in duplicate in the format given by BHEL. Duly verifying the trip register and date, payment will be made within 30 days or as per BHEL norms.
63. The rates quoted for mileage charges shall be reckoned only from our FACTORY GARAGE irrespective of the location of the contractor's shed.
64. BHEL reserves the right to set off the amounts due from the contractor against their dues payable to the contractor either under this contract or any other contract.
65. During the contract period BHEL reserves the right to terminate the contract without assigning any reason by giving 15 days notice to the contractor.
66. BHEL reserves the right to reject any offer without assigning any reason whatsoever.
67. A penalty of **Rs.500/- (Rupees five hundred only)** per day will be livered and deducted from the running bills or from the Security deposit without any prior information to the contractor in case:-

- i. If the driver not following/refuses to carry out the instructions of the transport pooling incharge.
- ii. If the driver of the contractor not following any other Motor Vehicle Safety Rules.
- iii. If the driver of the contractor not following any terms and condition of the contract.
- iv. If the driver of the contractor not carrying the BHEL play cards given along with his vehicle or not displaying in front of the vehicle or at CMC hospital, railway stations and hotels etc, to pick up VIP's from those locations as per the instruction of pooling in charge.

68. In case of breach of any or whole of the above terms and conditions by the contractor BHEL will have the liberty to cancel the registration and contract either in part or in full and entrust in part or in full of the work to any other contractor and the contractor shall be liable to pay extra cost involved in the execution of cancelled part of the contract.

69. Timely providing of the vehicles and good up keeping of the vehicle for running efficiently are the essence of the contract. Further he will see that the car is provided with following additional things and emergency accessories.

- i. a) Fan belt b) Stepney c) Standard tools d) Spare bulb e) fuses
f) Radiator hoses etc to attend emergency repairs.
- ii. Seats: Back rest and bottom should be covered with white Turkish towel, without which vehicle will not be allowed for operation.
- iii. Contractor shall provide cell phone facility to the driver for emergency communication, during contract period.
- iv. The transport contractor will bear the entire responsibility of submitting the duly filled in daily/monthly trip sheets given by the company for each trip after obtaining the signature of the passenger/customer only. Incomplete trip sheet will be restricted for the actual information furnished for payment purpose.

70. All the taxis should report to garage at the end of shift positively to pooling section and get pooling in charge signature for closing the trip sheet of the day, otherwise payment will not be made for that day.

71. In case of failure of Speedo meter reading, the same should be brought to working condition, before reporting to duty next day. For the journey period and distance on the day of failure of the speedometer, the payment will be released based on the certifications made by DGM/M&S. From next day onwards the vehicle will not be allowed to ply with fatting KM reading meter.

72. No contract vehicle shall remain parked in the company premises including township area beyond the permitted shift duty hours. Non compliance will attract action as per company rules.

73. The taxi operator shall furnish

- i. Details of cases, Civil/Criminals/others, filed by or against the taxi operator and pending on the date of tender.
- ii. Has the Firm/ Proprietor or partners or directors been convicted of any criminal offence by any competent court. If so furnish particulars.

74. The taxies supplied should not be owned by BHEL employees, their dependents, and their relatives.

75. The contractor should follow all statutory requirements enforced by State Government, like **PF, ESI, Insurance & labour laws etc.** While quoting rates the above factors should be taken into consideration.

76. The contractor has to follow the below mentioned without fail.

- a. Minimum wages as announced by the government from time to time to be paid as applicable to the labours engaged
- b. For work extending beyond prescribed shift working of 8 hours, overtime as applicable shall be paid.
- c. Annual Bonus shall be paid @ 8.33% of the annual Wages.
- d. P.F., and E.S.I contributions to be made at the prescribed rates on wages paid
- e. Shall arrange to provide E.S.I medical cards.
- f. Monthly wage slip to the labours
- g. Annual slip for the P.F. contribution to be issued
- h. Annual returns for the P.F. and E.S.I payments to be filed
- i. Safety and Personal Protective Equipments are to be provided
- j. Maintain the following registers
 - i. Attendance register
 - ii. Wage register
 - iii. Over time register

QUESTIONNAIRE (TO BE FILLED BY THE TENDERER)

1. Name of the Tenderer :
 2. Address for Communication :

 3. Telephone, Cell No. :
 4. Details of experience in running Tourist Taxi:

 5. Registration No. of the Tourist Taxi :
 6. Whether the vehicle is owned/Leased * : Owned / Leased
 7. If leased, Lease document is attached * : Yes / No
 8. Name and address of the Registered Owner :

 9. Make, Model of the Tourist Taxi & date :
of first registration
 10. Tourist Taxi permit No. and date of Issue :
 11. Date of expiry of validity of the permit :

 12. Name and address of the Insurance Co. :
 13. Comprehensive Insurance Policy No :
 14. Date of expiry of policy :

 15. Name of Driver :
 16. Driving license No :
 17. Date of expiry of the driving license validity :
 18. Cell phone No :

 19. Date of expiry of FC :

 20. Details of cases, Civil/Criminals/others, if any, :
filed by or against the taxi operator and pending
on the date of tender.
 21. Has the Firm/ Proprietor or partners or directors :
been convicted of any criminal offence by
any competent court. If so furnish particulars.
 20. Is the offered taxi(s) owned by BHEL employees, :
or their dependents, or their relatives? if yes,
furnish details
- *tick the appropriate

Ownership / Lease details of the vehicles offered:

Number Of Taxies can be supplied	<i>OWN</i>	<i>LEASE</i>
Tata Indica Non A/c		
Tata Indica A/c		

Vendor shall furnish the details of the offered vehicles in the format along with technical bid.

S. No	Registration Number	Model	Tax exp.	Ins. exp.	FC exp.	Permit Exp.	Pollution exp.	own / lease	Lease Agr. Encl.
01									
02									
03									
04									
05									
06									
07									

(Stamp paper of appropriate value)

LETTER OF UNDERTAKING

We, *(Insert name of the partnership)*, having its office at *(Insert place of registered office)*, do hereby state as follows:

1. We undertake that the *(Insert Type & Model of Non A/c Indica taxi)* bearing registration number *(Insert)* and *(insert other details as may be necessary)* is registered in the name of *(insert name)* who is one of the partners of the *(insert name of the partnership)*
2. We undertake that the said *Non A/c Indica taxi* is a property of the partnership firm and we undertake to use the tractor/trailer strictly for purposes relating to the Contract and shall not use the tractor/trailer in any manner that would affect our ability to perform the Contract with BHEL.
3. We undertake that if we are awarded the Contract we will perform our obligations in accordance with the Contract and instruction of Bharat Heavy Electricals Limited, Ranipet.

Signed on (insert) day of (insert), 2012 at Ranipet

(Signature of partner with seal)

(Signature of partner with seal)

(To be notarized)

ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS TRANSFER

01	NAME & ADDRESS OF THE SUPPLIER / VENDOR																					
02	VENDOR CODE (as in WORK ORDER)																					
03	Details of Bank Account:																					
A)	NAME & ADDRESS OF THE BANK (WITH PIN CODE)																					
B)	BANK TELEPHONE NUMBER (WITH STD CODE)																					
C)	BANK BRANCH CODE																					
D)	MICR CODE	<table border="1"> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </table>																				
E)	ACCOUNT NUMBER	<table border="1"> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </table>																				
F)	TYPE OF ACCOUNT	CURRENT A/C / OD / CASH CREDIT																				
G)	VENDOR NAME AS PER BANK RECORDS																					
H)	BANK BRANCH RTGS IFSC CODE	<table border="1"> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </table>																				
I)	BANK BRANCH NEFT IFSC CODE	<table border="1"> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </table>																				
J)	YOUR EMAIL ID (give two ids)																					
K)	NAME OF AUTHORISED SIGNATORY																					

CERTIFICATE

I / We hereby agree to receive the payments due from **BHARAT HEAVY ELECTRICALS LIMITED, RANIPET** by the National Electronic Funds Transfer and/or RTGS Transfer mode by credit to my / our above mentioned Bank Account. I / We also agree that payments made to the above mentioned Account is a valid discharge of the liability of Bharat Heavy Electricals Limited, Ranipet. I / We also agree to bear the applicable Bank Charges for the above mode of transfer.

AUTHORISED SIGNATORY OF VENDOR WITH SEAL

Banker's Certification

We confirm that we are enabled for receiving RTGS and NEFT credits and we further confirm that the account number of _____ (name of account holder), the signature of the authorized signatory and the MICR and IFSC codes of our Branch mentioned above are correct.

PLACE:

DATE:

(Manager / Officer's
signature Under Bank stamp)

NAME AND SIGNATURE OF THE TENDERER

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SCHEDULE OF RATES

FOR A/C INDICA CARS

S.NO	DESCRIPTION OF WORK	RATE	RATE IN WORDS
1	Rental Charges per car per month all inclusive for the first 1000 km	Rs.-----/-	(Rupees only)
2	Charges per km beyond 1000 km per month all inclusive.	Rs.-----/-	(Rupeesonly)

FOR NON A/C INDICA CARS

S.NO	DESCRIPTION OF WORK	RATE	RATE IN WORDS
1	Hire Charges per Month @ 12 Hrs working per day Excluding diesel charges. Diesel cost @ 1 Litre diesel for every 18 Kms run will be paid by BHEL	Rs.-----/-	(Rupees only)

NOTE:

1. Service tax payable if any shall be extra against document evidence on tax paid for 60% of the value of contract and contractor should mention the applicability in the tender.
2. In case of difference between rate quoted in numbers and rate quoted in words, the rates quoted in words will be final.

EMD PAYMENT DETAILS: NO----- DT-----