



Bharat Heavy Electricals Limited
Electronics Division
Mysore Road, Bangalore – 560 026

Tender Document for

Hiring of Taxis on Contingency Requirement

Opening date: 13.10.2008

This Tender document contains 28 Pages



Bharat Heavy Electricals Limited
Electronics Division
Mysore Road, Bangalore – 560 026

PART - 1 - TECHNICAL BID (Page No. 1 to 22)

Phone: 26998407 / 26998206

NOTICE INVITING TENDER

1. Tender Reference : BHEL/EDN/516/CH-02/2008 Date: 17.09.2008
2. Name of the work : Hiring of taxis on Contingency Requirement.
3. Duration of Contract : 24 Months
4. Estimated cost : Rs.54.00 Lakhs.
5. Earnest money deposit : Rs. 1.50 Lakhs
6. Last date and time for the receipt of completed tender : Before 2.30 PM on 13.10.2008
7. Date and time for tender opening : At 2.45 PM on 13.10.2008
8. Place of submission of completed tender: To be dropped in the FS&T TENDER BOX kept in the Reception Area at BHEL, Electronics Division, Mysore Road, Bangalore – 560 026

This tender document contains 28 pages including General Instructions to the bidders, Scope of work and Terms & Conditions, Price bid etc. as follows.

1. Annexure-A - General Instructions for the bidders
2. Annexure-B - Scope of Work and Terms & Conditions
3. Annexure-C - Essential criteria for Evaluation of Technical bid.
4. Annexure-D - Proforma for vehicle wise statement
5. Annexure-E1 & E2 - Price Bid

Issued to:

Note: The tenderer shall return the duly filled in Tender Documents after affixing signature on all pages.



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Annexure-A

Hiring of taxis on Contingency Requirement
General Instructions for the bidders

1. BHEL, Electronics Division (BHEL-EDN) intends to hire various types of vehicles on rate contract basis for contingency requirement.
2. Tour & Taxi Operators/ Travel Agencies are required to go through instructions carefully and complete all the formalities as required. In the event of furnishing false information/incomplete information, the offer(s) shall be rejected. In case bidders require any clarification, they may contact Transport dept of BHEL-EDN before submitting their bids.
3. **Tour & Taxi Operators/ Travel Agencies are required to submit the offer only in two separate parts (i) Technical Bid and (ii) Price Bid. Each bid is to be kept in separate envelope, which should be properly sealed. Tender ref: and date of opening shall be written on the envelope. Both envelopes have to be put together in large envelope and sealed.**
4. Information in respect of Technical bid and Price Bid are to be submitted in the prescribed Proforma as per Annexure-C and Annexure–E1 & E2 respectively.
5. Bidders shall fill in all the required particulars in the blank spaces provided for this purpose in the tender document and also sign each and every page of the tender document before submitting the tender. All the entries in the Technical bid & Price bid should be clearly written in ink or typed and corrections if any are to be duly authenticated by the bidder.
6. **Technical bid should accompany the demand draft for Earnest Money Deposit (Rs.150000/=) along with other relevant supporting documents. If the document is downloaded from Website then Demand draft towards Tender document fee (i.e. Rs.200/-) shall be enclosed with Technical bid.**
7. **The Tour & Taxi Operators/ Travel Agencies are required to submit / drop duly filled in tender document before 14.30 Hours on 13.10.2008 in the FS&T tender box kept in Reception Area of BHEL – Electronics Division, Bangalore – 560 026.**
8. The technical bid shall be opened on 13.10.2008 at 14.45 Hours at Reception area / Finance department of BHEL – Electronics Division, Bangalore – 560 026 in the presence of Tour & Taxi Operators / Travel Agencies who choose to be present.
9. Tour & Taxi Operators/ Travel Agencies or their representatives may attend the tender opening on the above mentioned date, time & place. No separate intimation will be given to Tour & Taxi Operators/ Travel Agencies for technical bid opening.
10. The sealed Price Bids of only those offers which are technically acceptable shall be opened later. The Tour & Taxi Operators/ Travel Agencies qualifying in technical bid will be intimated separately for participating in Price Bid opening.



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Annexure-B

Hiring of taxis on Contingency Requirement

SCOPE OF WORK AND TERMS & CONDITIONS

A) Special Terms & Conditions:

1. BHEL, Electronics Division (BHEL-EDN) intends to hire various types of vehicles on rate contract basis for contingency requirement.
2. The contractor shall give quotations for the following categories of vehicles.
 - (a) The weightage for each category of vehicle is also given.

Sl. No	Type of Vehicles	Weightage %
01	Tata Indica -diesel (Non A/C)	75
02	Tata Indica – diesel (A/C)	2
03	Tata Sumo - diesel (Non A/C)	2
04	Toyota Qualies / Tavera - diesel (Non A/C)	2
05	Toyota Qualies / Tavera - diesel (A/C)	0.2
06	Ford Ikon / Hyundai Accent (A/C) - Petrol vehicles	10.5
07	Lancer/Honda City/Ford Fiesta(A/C)- Petrol vehicles	6
08	Toyota Innova A/C - Diesel vehicle	0.3
09	Tempo Traveler - diesel (Non A/C)	2

- (b) The weightage for each slab is as given below.

Sl. No.	Slab details	Weightage %
1	4 Hrs / 40 KM	42
2	6 Hrs / 60 KM	22
3	8 Hrs / 80 KM	36

- (c) **BHEL reserves the right to award the contract to only one party or distribute / split the total requirements amongst maximum three parties. Such distribution of taxi services to L1, L2 & L3 party will be at the rate of 50%, 30% & 20% respectively. Efforts would be made to maintain the said allocation of work. However, BHEL reserves the right to change the proportion of volume of business without assigning any reasons / intimation to the vendors.**

3. The charges quoted in the tender shall be inclusive of all overhead charges like fuel, taxes, Comprehensive Insurance, Payment to staff, vehicle maintenance, overhead etc., but shall not include services tax.



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4. All the rates should be quoted in figure and also in words in Price Bid Annexure-E1 & E2. Any overwriting / Correction should be attested by the Bidder. In case the rate quoted in figures differ from those quoted in words, the lower of the rates will be taken as the tendered rate and shall be binding on the tenderers.

5. All the offers received will be scrutinized and only technically qualified offers will be considered for Price Bid opening.

6. Evaluation Criteria of Bids for Price Bid

The following criteria will be followed:-

- i) Bidders are required to bid by quoting their Best rates for different types of vehicles for all the slabs (4 Hrs/40KMs, 6 Hrs/60KMs & 8 hrs/80 KMs), Extra running KM, Extra hour rate after 8 hours and Driver batta in the Price Bid Format (Annexure-E 1- Local trip) enclosed.
 - ii) For outstation trips, rate per KM shall be quoted in Price Bid (outstation trip) - Annexure-E2 in column no.3. The outstation hiring charges will be paid for minimum of 250 KMs per day. Rate for driver batta shall also be quoted in the Price bid in respective columns.
 - iii) The evaluation criteria to decide the relative position of Bidders shall be based on the weightage tables given in (2 a, b, c) above for Local Trips. **Bidders are required to quote for all the 9 types of vehicles for all slabs, including rates for extra hour, extra KM, driver batta compulsorily, failing which they will lose their weightage in evaluation of bids.**
- 7. The overall L1 party shall be offered lowest picked up rates for acceptance and the same rates shall be counter offered to L2 & L3 parties for acceptance. However, BHEL reserves the right to negotiate the rates quoted by the Tour & Taxi Operators / Travel Agencies.**
- 8. BHEL reserves the right to accept or reject any bid / all bids or cancel withdraw the invitation for bid without assigning any reason whatsoever and in such case no Tour & Taxi Operators / Travel Agencies shall have any claim arising out of such action by BHEL.**
- 9. If any Bidder fails to deploy the vehicle after issuance of the work order in his favor, BHEL may forfeit the earnest money so deposited by him, terminate the contract and also initiate action to delist / ban future business dealings with such party.**
- 10. All tenders shall remain valid for acceptance for a minimum period of 90 (ninety) days from date of Technical Bid opening.**



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11. The base rate of fuel (normal petrol & normal diesel) will be one prevailing on the date of Technical Bid opening.

12. All entries in the tender documents should be neatly written in ink or typed. Erasing and/or overwriting are not permitted. Bidder should attest the correction and insertions, if any, by putting his signature thereon.

13. The name, full address and phone numbers of the Tour & Taxi Operators/Travel Agencies should be furnished at appropriate place 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. All partners have to sign the tender documents unless the power of attorney has been given to any partner. In such case, copy of the power of attorney duly attested by a Gazetted officer must be attached with the tender.

14. The taxis supplied should not be owned by BHEL Employees and their dependants.

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

- i) The vendor should have registered as Tour & Taxi Operator / Travel Agency. Copy of registration certificate shall be enclosed.
- ii) Tour and Taxi Operators / Travel Agencies should have regular establishment / office at Bangalore and have to produce documentary evidence of registration to this effect. The office shall have telephone, fax and E-mail facilities for booking of taxis.
- iii) Tour and Taxi Operators / Travel Agencies should have minimum ten vehicles of Karnataka State registration registered under Taxi permit in their name/firms name. Such vehicles registration should not be prior to 01.01.2006.
- iv) The Tour and Taxi operators / Travel Agencies should agree to supply taxis within 1 hour of booking in urgent/emergency cases.
- v) Tour and Taxi Operators / Travel Agencies should be able to supply vehicles for two to three days ranging from 1 to 40 vehicles including premium type (i.e. IKON, LANCER, HONDA CITY, INNOVA etc.) at a time on a short notice to handle VIP delegations such as Parliamentary delegations or any other delegation / events. The Tour and Taxi operator / Travel Agency shall produce proof of having satisfactorily handled at least two such events in any of the organization in the last 3 years.



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- vi) Tour and Taxi Operators / Travel Agencies should have PAN as per Income Tax Act.
- vii) Tour and Taxi Operators / Travel Agencies should have service tax registration number as per service Tax Act.
- viii) The average annual financial turnover of the Tour & taxi operator / Travel agency during the last three years ending 31st March of the previous financial year, should be at least 30% of the estimated value indicted in the NIT.
- ix) The Tour & taxi operator / Travel agency shall have experience of successfully completed similar works during last 7 years either of the following. (Similar work means supply of taxis on contingency requirement basis / monthly hire basis). Copy of Completion certificate to be enclosed.
- a) *Three similar completed works costing not less than the amount equal to 40% of the estimated value or*
- b) *Two similar completed works costing not less than the amount equal to 50% of the estimated value or*
- c) *One similar completed work costing not less than the amount equal to 80% of the estimated value.*
- x) Solvency certificate for Rs.4.00 Lakhs should be provided.

B) General Terms & Conditions

1. Specifications of the job to be awarded

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

Sl. No	Type of Vehicles
01	Tata Indica -diesel (Non A/C)
02	Tata Indica – diesel (A/C)
03	Tata Sumo - diesel (Non A/C)
04	Toyota Qualies / Tavera - diesel (Non A/C)
05	Toyota Qualies / Tavera - diesel (A/C)
06	Ford Ikon / Hyundai Accent (A/C) - Petrol vehicles
07	Lancer/Honda City/Ford Fiesta(A/C)- Petrol vehicles
08	Toyota Innova A/C - Diesel vehicle
09	Tempo Traveler - diesel (Non A/C)



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2. Measurement of the job

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

A) Local Trips: A radius of 80 KMs from BHEL-EDN (within in Karnataka State) would be considered as local trip.

- i) 4 Hrs. / 40 KMs
- ii) 6 Hrs. / 60 KMs
- iii) 8 Hrs. / 80 KMs
- iv) Extra Running (KM)
- v) Extra Hours
- vi) Driver batta for local trip after 10.00 PM and if trip extends beyond 11.00 PM.

Note:

- a) The shift from 4 Hrs. / 40 KM slab to 6 Hrs. / 60 KM slab would be after a grace period of half an hour. i.e. above 4 hours 30 minutes.
- b) The shift from 6 Hrs. / 60 KM slab to 8 Hrs. / 80 KM slab would be after a grace period of half an hour. i.e. above 6 hours 30 minutes.
- c) Extra running KM (exceeding slab limit) would be paid at actual.
i.e. Slab rate + Extra KM exceeding slab KM x rate for extra running (KM)
- d) For computing Extra hours after 8 hours 80 KM slab, 30 minutes grace period would be considered. i.e. 30 minutes and below would be ignored and above 30 minutes would be considered as 1 extra hour. Extra hours are not applicable between slabs.
- e) Dead KM distance & time is allowed (for actual distance or 10 KM whichever is less) for conveyance of vehicle from contractor's office to BHEL EDN and back from EDN to contractor's office. In case the reporting/release point is other than BHEL/EDN, distance & time from travels to reporting/releasing point at actual KM & hours will be considered.

B) Outstation Trips: Distance exceeding local trip radius. The out station hiring charges will be paid for minimum 250 KMs per day. A Day means 24 hours from starting time of the trip.

- i) Rate in Rupees per KM
- ii) Driver batta for outstation trip up to 10.00 PM
- iii) Driver batta for outstation trip after 10.00 PM



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3. Payment to the Contractor

- i) Payment to be made to the contractor on the basis of actual work carried out.
- ii) The out station hiring charges will be paid for minimum 250 KMs per day. Driver batta would be as applicable.
- iii) The parking charges, toll tax, barrier tax, state border entry tax etc., during BHEL duty, will be paid extra by BHEL on actual against documentary proof.
- iv) Payment shall be made against bills after fulfilling the requirement of BHEL Trip sheets within the normal prescribed time.
- v) **Bills shall be submitted by the contractor along with a consolidated vehicle wise statement, on fortnightly basis, i.e., from 1st to 15th shall be submitted on or before 17th and bills from 16th to 30th/31st shall be submitted on or before 2nd of the subsequent month. The proforma for vehicle wise statement is enclosed (Annexure-D)**
- vi) Payment to the contractor will be made within 30 days from the date of submission of bills. The contractor is required to submit the bills (in duplicate) on fortnightly basis as mentioned above. All payments will be made through Electronic Fund Transfer (EFT) only.
- vii) 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.

4. PRICE VARIATION: The rates finalized will be firm during the contract period. However, due to change in fuel prices, (a) 8 Hrs. / 80KMs, b) 6 Hrs. / 60KMs (c) 4 Hrs. / 40 KM and (c) Extra Running (Per KM) shall be paid w.r.t. increase / decrease at the following rates per KM for every one Rupee or part thereof per litre increase / decrease in the cost of fuel subject to documentary evidence. The rate for extra hours, and driver batta will remain firm and no change will be admissible on any other account whatsoever. The fuel price at the time of opening of Technical bid will be the base price for PVC clause. The fuel price variation clause is also applicable for outstation trips.

Price variation clause is applicable only when the increase/decrease in fuel price (Normal petrol & normal diesel) per Litre is by one rupee or more compared to previously considered rate.



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

Sl. No	Type of Vehicles	Fuel	Mileage per Litre KM	PVC per KM per Rupee increase in fuel charge (in paise)
01	Tata Indica -diesel (Non A/C)	Diesel	14	07
02	Tata Indica – diesel (A/C)	Diesel	13	08
03	Tata Sumo - diesel (Non-A/C)	Diesel	10	10
04	Toyota Qualies / Tavera - diesel (Non - A/C)	Diesel	10	10
05	Toyota Qualies / Tavera - diesel (A/C)	Diesel	9	11
06	Ford Ikon / Hyundai Accent (A/C) - Petrol vehicles	Petrol	10	10
07	Lancer/Honda City/Ford Fiesta(A/C)- Petrol vehicles	Petrol	9	11
08	Toyota Innova A/C - Diesel vehicle	Diesel	9	11
09	Tempo Traveler - diesel (Non A/C)	Diesel	8	13

E.g. a) In case if there is increase in fuel price by one Rupee then, new rate for Tata Indica (A/C) would be calculated as follows. The new rates will be rounded off to nearest rupee.

New slab rate for 8 hrs. x 80 KM (Indica A/C) in Rs.= Existing rate for 8 hrs x 80 KM in Rs. + (80KM x 0.08)
New rate per extra KM (Indica A/C) = Existing rate per extra KM in Rs. + 0.08

b) In case if there is decrease in fuel price by one Rupee then,

New slab rate for 8 hrs. x 80 KM (Indica A/C) in Rs.= Existing rate for 8 hrs x 80 KM in Rs. - (80KM x 0.08)
New rate per extra KM (Indica A/C) = Existing rate per extra KM in Rs. - 0.08

C. Contractual and legal obligations of the contractor:

1. General

BHEL has the privity of the contract with the contractor only and will give instructions to the contractor or his authorized representatives. BHEL will have nothing to do or be concerned with the employment of employees working for the contractor. The relationship between BHEL and the contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or an employer-employee relationship.



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2. Towards selection, control and supervision of taxi drivers.

- i) Contractor has to ensure that the taxi drivers are physically and mentally fit and do not have any criminal record. Such drivers should possess valid driving license and experience. The drivers should be able to communicate in Kannada, Hindi & English. The drivers of taxis for local trips should have good road knowledge of Bangalore and surrounding areas. The taxi drivers for outstation trips should have road knowledge of southern states.
- ii) The drivers shall be provided with mobile phone for communication.
- iii) The driver should be sent for periodical medical checkup, especially eye check up by the contractor.
- iv) The contractor should also ensure that he / she will engage the vehicle with drivers who know the following genuine ethics and he/she will instruct to implement the same:-
 - a) *The driver should have minimum three years experience of driving in similar vehicles with proof of valid driving lincense.*
 - b) *The driver should keep the vehicle neat and clean daily / timely before reporting to the duty.*
 - c) *The driver should allow the passengers to get inside the vehicle and later only he should enter into car.*
 - d) *The driver himself should open and close doors for all passengers/customers while boarding and alighting the vehicle.*
 - e) *The driver shall not smoke / be drunk while on duty.*
 - f) *The drivers shall not use mobile phone while driving the vehicle.*
- v) 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.
- vi) 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.
- vii) The contractor shall be responsible for enforcing all safety regulations as applicable under Motor Vehicles Act, 1988 as in force from time to time.
- viii) The contractor has to ensure that taxi drivers wear a distinct uniform preferably white in color. The uniform shall be kept in neat and tidy condition.
- ix) Contractor has to ensure that all precautions are taken for safety of his drivers and vehicles.



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- x) The drivers should keep reasonable money to meet contingency expenditure while travelling local/outstation.

3. Towards statutory liability

- i) The taxis should have covered all the provisions of Motor Vehicle Act, **1988** as in force from time to time, and fit for hire.
- ii) The liability for any compensation on account of injury sustained by a taxi driver of the contractor will be exclusively that of the contractor.
- iii) Route permit / National permit / Clearance from RTO or any other authority concerned and compliance of any other legal formalities connected with the contract have to be arranged by the contractor at his cost. BHEL doesn't take responsibility in this regard.
- iv) The contractor will ensure that all vehicles deployed under this contract agreement are covered by a comprehensive insurance policy. 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 discharges of the contractor's obligations under this contract.
- v) The contractor shall at his own expense 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 agents), servants or employee of BHEL, the injury loss or damage arising out of or in connection with or during the execution or performed execution of the contract and further the contractor shall indemnify the BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) 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 otherwise.

4. Towards supply of vehicles & Trip sheets

- i) Well maintained and road worthy vehicles will only be taken under the contract for providing services to BHEL. The deputed vehicles will be inspected by in charge, car pool, BHEL or by any other person authorized in this regard and if the vehicles are not found in road worthy condition, the same will be sent back, Replacement should be given within reasonable time.
- ii) Any mishap (i.e. fire or accident, etc.,) occurs en-route is the complete responsibility of the contractor. He is also responsible for the safe, comfortable and timely transport of the passengers/baggage.



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- iii) If the contractor fails to supply the demanded number of vehicles within two hours for 3 occasions during the period of contract, he will be deemed to have defaulted in the performance of the contract and BHEL has the right to debar him from participation in the future contracts. BHEL reserves the right to engage any other vehicle at the cost and expenses of the contractor.
- iv) The taxi shall be kept in full readiness for the entire day's operation in respect of fuel availability and willingness of the drivers to drive the vehicle.
- v) In case of breakdown of a taxi while on operation, the taxi should be replaced by an alternate vehicle within 30 minutes from the time of breakdown and the bill to be prepared should be for one vehicle only. No detention charges will be paid for breakdown. The log/trip sheets shall mention about the breakdown.
- vi) Taxis of required model only (i.e. model not earlier than 2006) should be sent to BHEL for operation. If any of the taxi models earlier than required above are found in operation at a later date, the charges for the particular taxi will not be paid.
- vii) The contractor shall not sub-let any portion of the contract without the prior approval of the Accepting officer.
- viii) 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.
- ix) It is the responsibility of the drivers to get all the columns in the trip sheets filled and signed by the user. In case of loss of original trip sheet, BHEL reserves the right not to entertain the claim.
- x) Drivers should carry BHEL request form along with them. He shall ensure that Part-II of the request form (i.e. KM, Time, places & signature of user) is filled up by the user. Any correction/over writing shall be counter signed by the user before handing over to the driver of the taxi.
- xi) Keeping up of timely supply of taxis are essential for the contract. The taxis will be utilized for VIPs, Customers and Senior Executives who are to be treated well. The taxis should report to the required points as directed by Transport Section of BHEL/EDN within one hour from the time of their request in the case of urgent/emergency and well in time in the case of prior bookings.



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xii) The vehicles should be furnished with following items.

- a) *The relevant documents like RC Book, driving license, comprehensive insurance policy, permit and pollution certificate etc.*
- b) *The cars should be provided with foot matting and reverse horn.*
- c) *A first aid kit should be kept in the vehicle.*
- d) *The cars should be provided with addition / emergency accessories like fan belt, Stephney, standard toolkit, spare bulb, fuses, and hose pipe etc., to attend emergency repairs.*

D. Rights and obligations of BHEL

1. In case the contractor does not carry out the contractual obligations or the services rendered by him are found to be unsatisfactory, BHEL shall bring same to his notice and he will be obliged to discharge the obligations and rectify the deficiency / anomaly within specified time failing which BHEL reserves the right to impose the specified penalty and / or terminate the contract without assigning any reason whatsoever. In such an event, no damages will be payable for short closure of the contract.
2. 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 deputed under the contract or on their failure to fulfill the terms and conditions of the contract, the contract may be terminated at any time without paying compensation whatsoever to the contractor.
3. BHEL reserves the right to short close the contract at its discretion at any point of time without assigning any reason thereof.
4. **PENALTY:** A penalty of Rs.100 (Rupees one hundred only) per occasion will be levied and deducted from the running bills without any prior intimation to the contractor, in case:
 - i) *If the driver of the contractor does not follow any other motor vehicles safety rules.*
 - ii) *If the driver of the contractor is found not carrying BHEL placard given, along with his vehicles, not displaying in the front of the vehicles as well as at the exit point at airport, railway stations and hotels etc., as per the instruction of the Transport in-charge.*
 - iii) *If the taxi does not report to BHEL-EDN/any other place in time as instructed by transport section.*



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iv) *The decision of the Transport in-charge shall be final and binding in this regard.*

5. The decision of the BHEL regarding interpretation of any terms and conditions set forth in the Work order/Agreement shall be final and binding on the contractor.

E. Duration of the contractor

The duration of the contract shall be 24 Months from the date of award of work.

F. Arbitration and Governing Law

All disputes arising in connection with the contract shall be settled by mutual consultation. If no agreement is reached the dispute shall be settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules made there under. The dispute shall be referred for arbitration to any arbitrator to be appointed by the head of BHEL, Bangalore. The award of the arbitrator shall be final and binding on both the parties. The venue of the arbitration shall be Bangalore in India. The award to be given by the arbitration shall be a speaking award. All questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of Bangalore courts.

G. Signature of the Parties / Agreement

The contract needs to be executed on proper stamp paper of the value of Rs.200/- (Rupees two hundred only) to be purchased by the contractor at his cost. It should be signed with seal of the firm / company and witnesses from both the sides.

H. Earnest Money Deposit:

1. **A sum of Rs. 150000/- (Rupees One Lakh Fifty thousand only) shall be deposited as Earnest Money Deposit along with the tender (Technical Bid only), payable in the form of Crossed Demand Draft in favor of BHEL payable at Bangalore. DD for EMD should not be enclosed along with price bid.**

The DD should be enclosed with Technical bid only.

2. EMD by the tenderer will be forfeited if;
- i) After opening the tender, the tenderer revokes his tender within the validity period or increases his earlier quoted rates.
 - ii) The tenderer does not commence the work within the period as per LOI / Contract.
3. Earnest money deposit will be refunded to unsuccessful Tour & Taxi Operators / Travel Agencies after acceptance of award of work by the successful tenderers.
4. Earnest money Deposit shall not carry any interest.



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I. Security Deposit

1. The successful tenderer shall deposit the Security deposit. The rate of Security deposit will be as below.

Upto Rs. 10 Lakhs	10 %
Above Rs. 10 Lakhs upto Rs. 50 Lakhs	Rs. 1 Lakh + 7.5% of the amount exceeding Rs. 10 Lakhs
Above Rs. 50 Lakhs	Rs. 4 Lakhs + 5 % of the amount exceeding Rs. 50 Lakhs

The Security Deposit should be deposited before start of the work by the contractor.

2. 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 Certificates, Kisan Vikas Patras 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 should have the approval of BHEL.
- vi) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.
- vii) Security Deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of Security Deposit should be deposited before start of the work and the balance 50% may be recovered from the running bills.
- viii) EMD of the successful tenderer shall be converted and adjusted against the security deposit.
- ix) The Security deposit shall not carry any interest.



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NOTE: Acceptance of Security Deposit against Sl. No. (iv) and (vi) above will subject to hypothecation or endorsement on the document in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.

3. Security deposit will be refunded to the contractor after completion of the contract period subject to satisfactory completion of work as per this NIT.



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Annexure - C

Hiring of taxis on Contingency Requirement

Essential Criteria for Evaluation of Technical Bids.

Sl. No.	Description	Contractor's Acceptance (Yes/No) / Remarks.
1	a) EMD (Rs.150000/=) to be submitted with Technical Bid b) Demand draft towards Tender document fee (Rs.200/=) to be submitted with technical bid if tender document is downloaded from website c) Acceptance of Security deposit clause	
2	Whether the vendor is registered as Tour and Travel Operator / Travel Agency (Copy of registration certificate shall be enclosed)	
3	Tour and Taxi Operators / Travel Agencies should have regular establishment / office at Bangalore and have to produce documentary evidence of registration to this effect. The office shall have telephone, fax and E-mail facilities for booking of taxis. Please indicate your address, telephone, fax and E-Mail ID.	
4	The Tour and Taxi operators / Travel Agencies should agree to supply taxis within 1 hour of booking in urgent cases.	
5	Tour and Taxi Operators / Travel Agencies should have minimum ten vehicles (of type of vehicle mentioned in this tender) of Karnataka State registration registered under Taxi permit in their name/firms name. Such vehicles registration should not be prior to 01.01.2006 (Xerox copy of RC book to be enclosed)	
6	Distance from Travel Agency to BHEL-EDN in KM & time required for conveyance of vehicle from travels to EDN.	Distance: Time required:
7	Tour and Taxi Operators / Travel Agencies should be able to supply vehicles for two to three days ranging from 1 vehicle to 40 vehicles including premium vehicles (IKON, LANCER, HONDA CITY, INNOVA etc.) at a time on a short notice to handle VIP delegations such as parliamentary delegations or any other delegation / events. The Tour and Taxi operator / Travel Agency shall produce proof of having satisfactorily handled at least two such events in any of the organization in the last 3 years (Proof means certificate from the organization where the vendor has handled such event satisfactorily)	



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8	The average annual financial turnover of the Tour & taxi operator / Travel agency during the last three years ending 31 st March of the previous financial year, should be at least 30% of the estimated value indicated in the NIT (Documentary proof to be enclosed)	
9	<p>The Tour & taxi operator / Travel agency shall have experience of successfully completed similar works during last 7 years either of the following. (Similar work means supply of taxis on contingency requirement basis / monthly hire basis). Completion certificate indicating the value of work executed should be enclosed.</p> <p><i>a) Three similar completed works costing not less than the amount equal to 40% of the estimated value or</i></p> <p><i>b) Two similar completed works costing not less than the amount equal to 50% of the estimated value or</i></p> <p><i>c) One similar completed works costing not less than the amount equal to 80% of the estimated value.</i></p>	
10	Solvency certificate for Rs.4.0 Lakhs shall be provided.	
11	Tour and Taxi Operators / Travel Agencies should have PAN. Please indicate your PAN.	
12	Tour and Taxi Operators / Travel Agencies should have service tax registration number as per service Tax Act. Please indicate your service tax regn. No.	
13	<p>Nature of Firm / Concern (Proprietor/Partnership/Pvt. Limited/Public Ltd.)</p> <p>Note: In case of partnership concern, please enclose photo copies of the partnership deed</p>	



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14	Names, address and phone nos. of Partners/Proprietors/Directors	
15	Name of the Person(s) and designation authorized for signing the contract/dealing with BHEL	
16	Whether vendor is having any relative working in BHEL (if yes, provide name, staff no., designation and department.)	
17	Whether the bidder has quoted rates in the Price bid (both local trip - Annexure-E1 & outstation trip - Annexure-E2) for all the types of vehicles and for all items. If rate is not quoted for all the types of vehicles and all items they will lose weightage during evaluation of bids.	
18	<p>Bills shall be submitted by the contractor along with a consolidated vehicle wise statement, on fortnightly basis, i.e., from 1st to 15th shall be submitted on or before 17th and bills from 16th to 30th/31st shall be submitted on or before 2nd of the subsequent month. The proforma for vehicle wise statement is enclosed. (Annexure-D)</p> <p>Payment to the contractor will be made within 30 days from the date of submission of bills. The contractor is required to submit the bills (in duplicate) on fortnightly basis as mentioned above. All payments will be made through Electronic Fund Transfer (EFT)</p>	



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19. Details of the various types of vehicles (of type of vehicles mentioned in this tender) owned by the vendor in his/her own name/firms' name. Registration should not be prior to 01.01.2006 (Xerox copy of RC books to be enclosed)

S.No.	Type of vehicle	Regn. No.	Year of Regn.	Whether registered as taxi	Fitness up to	Comprehensive Insurance up to
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

20. 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 with seal

Date:

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



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Annexure - D

Proforma for vehicle wise statement to be submitted along with bills

The statement should be in chronological order date wise and time wise

Taxi Registration No:

Type of Taxi:

Sl. No.	Date	Bill No.	KM reading		Time (Hrs)		Addl. KM as per contract	Addl. Hrs. as per contract
			Start	Release	Start	Release		



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PART - 2, (Page No.23 to 28)
PRICE BID (Local Trip) - Annexure - E1

(To be kept in the envelope 'PRICE BID')

1. Name of the firm / vendor:

2. Schedule of rates:

Sl. No.	Rate details in Rs.	4 Hrs x 40 KM	6 Hrs x 60 KM	8 Hrs x 80 KM	Extra running KM	Extra Hour rate after 8 hrs.	Driver batta after 10 PM if trip extends beyond 11 PM.
	Category of vehicles						
1	2	3	4	5	6	7	8
01	Tata Indica – diesel (Non - A/C) Figures: Words:						
02	Tata Indica – diesel (A/C) Figures: Words:						
03	Tata Sumo (Non A/C) - diesel vehicle Figures: Words:						



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04	Toyota Qualies / Tavera (Non A/C) - diesel vehicle Figures: Words:						
05	Toyota Qualies / Tavera (A/C) - diesel vehicle Figures: Words:						
06	Ford Ikon / Hyundai Accent (A/C) - Petrol vehicles Figures: Words:						
07	Lancer/Honda City/Ford Fiesta (A/C) - Petrol vehicles Figures: Words:						
08	Toyota Innova A/C - Diesel vehicle Figures: Words:						



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09	Tempo Traveler (Non A/C) - diesel vehicle Figures: Words:						
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Note:1. Bidders are required to quote by quoting their best rates for all types of vehicles for all the slabs, extra running KM, extra hour rate after 8 hours and Driver batta.

2. The fuel prices per litre (Normal Petrol & Normal Diesel) on the date of Technical bid opening will be considered as base price for PVC clause.

3. Toll charges, parking charges will be paid extra at actual for which documentary proof to be provided.

4. The rates quoted shall be excluding service tax.



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PRICE BID (Outstation Trip) - Annexure - E2
(To be kept in the envelope 'PRICE BID')

1. Name of the firm / vendor:

2. Schedule of rates:

Sl. No.	Rate details in Rs.	Rate per KM	Minimum KM per day	Driver batta up to 10.00 PM	Driver batta after 10.00 PM
	Category of vehicles				
1	2	3	4	5	6
01	Tata Indica – diesel (Non - A/C) Figures: Words:		250		
02	Tata Indica – diesel (A/C) Figures: Words:		250		
03	Tata Sumo - diesel (Non A/C) Figures: Words:		250		
04	Toyota Qualies / Tavera (Non A/C) - diesel vehicle Figures: Words:		250		



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05	Toyota Qualies / Tavera (A/C) - diesel vehicle Figures: Words:		250		
06	Ford Ikon / Hyundai Accent (A/C) - Petrol vehicles Figures: Words:		250		
07	Lancer/Honda City/Ford Fiesta (A/C)- Petrol vehicles Figures: Words:		250		
08	Toyota Innova A/C - Diesel vehicle Figures: Words:		250		
09	Tempo Traveler (Non A/C) - diesel vehicle Figures: Words:		250		

Note:1. Bidders are required to quote by quoting their best rates for all types of vehicles and driver batta.



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2. The fuel prices per litre (Normal Petrol & Normal Diesel) on the date of Technical bid opening will be considered as base price for PVC clause.
3. Interstate permit charges, toll charges, parking charges will be paid extra at actual for which documentary proof to be provided.
4. A Day means 24 hours from starting time of the trip.
5. The rates quoted shall be excluding service tax.

CONTRACTOR

ISSUING OFFICER