



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

Tender Document for

Rate Contract for Hiring of Taxis on Contingency Requirement

Opening date: 17.04.2017

This Tender document contains 33 Pages



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

PART - 1 – TECHNO-COMMERCIAL BID (Page No. 1 to 28)

Phone: 26998206/464/407

NOTICE INVITING TENDER

1. Tender Reference : BHEL/EDN/516/CH-02/2017 Date: 22.03.2017
2. Name of the work : Rate Contract for Hiring of taxis on Contingency Requirement.
3. Duration of Contract : 24 Months
4. Estimated cost : Rs.54.00 Lakhs.
5. Earnest money deposit : Rs. 40000.00
6. Last date and time for the receipt of completed tender : Before 1.00 PM on 17.04.2017
7. Date and time for tender opening : At 1.30 PM on 17.04.2017
8. Place of submission of completed tender: To be dropped in the FS&T TENDER BOX (**Box No. 7**) kept in the Reception Area at BHEL, Electronics Division, Mysore Road, Bangalore – 560 026

This tender document contains 33 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 – Certificate by Chartered Accountant on letter head – for MSE
5. Annexure-D1 – Service tax confirmation
6. Annexure-E - Proforma for consolidated vehicle wise statement
7. Annexure-F1 & F2 - 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

Rate Contract for 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 bidding for the contract 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 department of BHEL-EDN before submitting their bids.
3. **Bidding Tour & Taxi Operators/Travel Agencies are required to submit the offer only in two separate parts (i) Techno-commercial Bid (Part-1) and (ii) Price Bid (Part-2). Each bid is to be kept in separate envelope, which should be properly sealed. Both envelopes have to be put together in large envelope and sealed. Tender reference, type of bid (Techno-commercial / Price) and date of opening, bidders address shall be written on all the envelopes.**
4. Information in respect of Techno-commercial bid and Price Bid are to be submitted in the prescribed Proforma as per Annexure-C and Annexure–F1 & F2 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 Techno-commercial bid & Price bid should be clearly written in ink or typed and corrections if any are to be duly authenticated by the bidder.
6. **Techno-commercial bid should accompany receipt of Earnest Money Deposit (EMD) made to BHEL along with other relevant supporting documents.**

EMD of Rs. 40000/- (Rupees Forty Thousand only) shall be deposited as Earnest Money Deposit with BHEL through online payment and the receipt of payment made has to be submitted with Techno-commercial Bid (Part-1).

The link to make EMD payment is given below.

<https://www.onlinesbi.com/prelogging/icollecthome.htm?corpID=5083>

Onlinesbi.com-> State Bank Collect -> Karnataka -> Industry -> Bharat Heavy Electricals Ltd. -> Others

Further to select payment nature and proceed as per the screen message.

The tenders without EMD are liable to be rejected.

7. This tender document shall be deemed to form an integral part of the contract to be entered to this work.



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8. The Bidders are required to submit / drop duly filled in tender document before 13.00 Hours on 17.04.2017 in the FS&T tender box (Box No. 7) kept in Reception Area of BHEL – Electronics Division, Mysore road, Bangalore – 560 026. **The tenders received after the specified time of their submission are treated as Late Tenders and shall not be considered.**
9. The techno-commercial bid shall be opened on **17.04.2017 at 13.30** Hours at Tender opening room near Reception area of BHEL – Electronics Division, Mysore Road, Bangalore – 560 026 in the presence of Bidders who choose to be present.
10. Bidders or their representatives may attend the tender opening on the above mentioned date, time & place. No separate intimation will be given to Bidders for techno-commercial bid opening.
11. The sealed Price Bids of only those offers which are technically acceptable shall be opened later. The Tour & Taxi Operators/ Travel Agencies qualifying in techno-commercial bid will be intimated separately for participating in Price Bid opening.
12. Tenders should remain valid for acceptance for a minimum period of ninety (90) days from the date of Techno-commercial bid opening. The rates quoted should be firm for a period of **two years** from the date of acceptance of the tender except for adjustment in hiring rates due to change in Fuel Price.
13. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the bidders who resort to canvassing will be liable to rejection.
14. Bidders shall be aware of the regulated/restricted timings at BHEL due to security considerations and regulations for entry and exit of his employees, obtaining police verification certificates for employees he may deploy in BHEL, staff and self etc.
15. *The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.*

15.1 Fraud Prevention policy and list of Nodal Officers is hosted on BHEL website.



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Annexure-B

Rate Contract for 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. Normally the requirement of vehicles may be up to 10 vehicles per day. However the contractor shall be prepared to supply additional vehicles up to 15 to 20 Nos., at short notice during peak requirement. On few special occasions such as parliamentary delegation/Conferences/Meets etc., the requirement may be up to 60 vehicles for which advance information would be given and the contractor shall be prepared to supply the vehicles. The Travel Agency shall be working 24 x 7 basis throughout the year.
3. The estimated value indicated in the tender is subject to variation (may increase or decrease) depending on the requirement of vehicles during the contract period.
4. The contractor shall give quotations for the following categories of vehicles.

(a) The weightage for each category of vehicle is also given below.

Sl. No	Type of Vehicles	Weightage %
01	Tata Indica – diesel (A/C)	28
02	Toyota-Etios/Maruti-Swift-DZIRE/Tata-Indigo/Mahindra-Verito – diesel (AC) – Sedan models	29
03	Toyota Innova - diesel vehicle (AC)	28
04	Toyota Corolla – diesel (AC)	5
05	Tempo Traveler - diesel (Non A/C)	5
06	Tempo Traveler - diesel (A/C)	1
07	20/24-Seater Bus – diesel (non-AC)	4

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

Sl. No.	Slab details	Weightage %	Remarks
1	4 Hrs / 40 KM	19	For vehicles 01 to 06 in table above
2	6 Hrs / 60 KM	16	
3	8 Hrs / 80 KM	65	
4	8 Hrs / 80 KM	100	For 20/24 Seat Bus



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(c) BHEL reserves the right to award the contract either to a single contractor or distribute / split the total requirements amongst maximum of two contractors. In case of such distribution of taxi services among 2 contractors, notwithstanding the rights of BHEL to change the allocation rates, efforts would be made to distribute the work @ 60% : 40% ratio for L1 and L2 bidders respectively

5. 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 Service Tax. **The bidder should furnish Annexure-D1 in their letter head with regard to service tax. In case when GST becomes applicable, taxes as applicable under provisions of GST laws shall prevail.**

6. All the rates should be quoted in figure and also in words in Price Bid Annexure-F1 & F2. 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 tenderer(s).

7. All the offers received will be scrutinized and only technically qualified offers will be considered for Price Bid opening. Technically unqualified offers will be rejected.

8. 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-F 1- Local trip) enclosed. For 20/24 seater bus rate to be quoted for 8 Hrs/80 KMs slab, extra running KM, extra hour rate after 8 hours and driver batta.
- ii) For outstation trips, rate per KM shall be quoted in Price Bid (outstation trip) - Annexure-F2 in column no.3. 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 (4 a, b) above for Local Trips.

Bidders are required to quote for all the 7 types of vehicles for all slabs, including rates for extra hour, extra KM, driver batta compulsorily, failing which highest rate quoted among the qualified bidders will be assigned as quoted price for evaluation of Price Bid.



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9. BHEL reserves the right to negotiate the rates with overall L-1 party. The final rates agreed with the L-1 party will be counter offered to L-2 & L-3 parties so on till BHEL gets sufficient number of service providers as per clause 4-c.

10. 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.

11. 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 blacklist / ban future business dealings with such party.

12. All tenders shall remain valid for acceptance for a minimum period of 90 (ninety) days from date of Techno-commercial Bid opening.

13. Notwithstanding the quote/bid, the base rate of fuel (regular diesel) will be one prevailing on the date of Notice Inviting Tender (NIT) at IOCL's retail outlet at Bangalore.

14. 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. 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. 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.

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



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16. Minimum Qualification Requirements of the (bidders) Tour & Taxi Operators / Travel Agencies:

- i) The Bidder must be a registered Tour & Taxi Operator / Travel Agency. Copy of registration certificate shall be enclosed.
- ii) The Bidder should have regular establishment / office at Bangalore and have to produce documentary evidence of registration to this effect. The office shall have telephone, and e-Mail facilities for accepting booking of taxis.
- iii) The Bidder should be having minimum five vehicles (of the types called in Clause 4 (a) 01 to 07 or equivalent/higher end vehicles put together) registered under Taxi permit in their name/firms name/Company name.
- iv) The average annual financial turnover of the Bidder during the last three years ending 31st March of the previous financial year should be at least 30% of the estimated value indicated in the NIT.
- v) The Bidder shall have experience of successfully completed similar works during last 7 years as per the details hereunder (Similar work means supply of taxis on contingency requirement basis / monthly hire basis).
 - a) *Three similar completed works costing not less than the amount equal to 40% of the estimated value indicated in NIT or*
 - b) *Two similar completed works costing not less than the amount equal to 50% of the estimated value indicated in NIT or*
 - c) *One similar completed work costing not less than the amount equal to 80% of the estimated value indicated in NIT.*

Copy of Completion certificate indicating the value of the work or copy of Work Order/Purchase Order indicating value of work along with certificate of satisfactory services or Certificate for running contract with value of completed work, from the Organization where the bidder has provided/providing taxi services should be enclosed.



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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 (A/C)
02	Toyota-Etios/Maruti-Swift-DZIRE/Tata-Indigo/Mahindra-Verito – diesel (AC) – Sedan Models
03	Toyota Innova - diesel vehicle (AC)
04	Toyota Corolla – diesel (AC)
05	Tempo Traveler - diesel (Non A/C)
06	Tempo Traveler - diesel (A/C)
07	20/24-Seater Bus – diesel (non-AC)

2. Measurement of the job

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

A) Local Trips:

A distance of 80 KMs from BHEL-EDN (within 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 if trip extends beyond 11.00 PM and for trips starting between 11.00 PM and before 6.00 AM.

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)



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- 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 garage to BHEL EDN and back from EDN to contractor's garage. In case the reporting/release point is other than BHEL/EDN, distance & time from contractor's garage to reporting/releasing point at actual KM & hours will be considered.

B) Outstation Trips:

Distance exceeding local trip (80 KMs-ONEWAY from BHEL-EDN) is considered as outstation trip. The outstation hiring charges will be paid for minimum 300 KMs for one day. A Day means a calendar day. If the outstation trip is for more than one day then hiring charges will be paid for minimum of 300 KMs x No. of days even though the KMs run per day may vary (i.e. more than or less than 300 KMs per day). If the KMs run exceeds 300 x No. of days then payment will be made for actual KMs.

- i) Rate in Rupees per KM
- ii) Driver batta for outstation trip (6.00 AM to 10.00 PM)
- iii) Driver batta for outstation trip (after 10.00 PM up to 6.00 AM). This batta will be paid if taxi is run/retained after 10.00 PM. However batta per day is limited to 2 batta only.

3. Payment to the Contractor

- i) Payment to be made to the contractor on the basis of actual work carried out.
- ii) **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.**
- iii) Payment shall be made against bills after fulfilling the requirement of BHEL Trip sheets (REQUISITION CUM APPROVAL FOR ENGAGING TAXI) within the normal prescribed time.
- iv) **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 consolidated vehicle wise statement is enclosed (Annexure-E)**



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- v) 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.
- vi) 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 (PVC): The rates finalized will be firm during the contract period. However, in case of change in fuel prices, a change in the rate will be allowed in the following pattern subject to documentary evidence regarding such change. Rates as per PVC will be given effect from 1st day of subsequent month only. (For e.g. if price change has taken place say in the month of July, then PVC rates (based on the latest fuel rate) will be given effect from August month only). 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 (regular diesel) prevailing at IOCL's retail outlet at Bangalore on the date of NIT (Notice Inviting Tender) will be the base price for PVC clause.** The fuel price variation clause is also applicable for extra running KMs/outstation trips.

Price variation clause will be applicable only when there is increase/decrease in fuel price (regular diesel) per Litre to the tune of one rupee or more compared to previously considered rate.



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

Sl. No	Type of Vehicles	Fuel	Mileage per Litre KM	PVC per KM per Rupee change in fuel price (in paisa)
01	Tata Indica – diesel (A/C)	Diesel	14	07
02	Toyota-Etios/Maruti-Swift-DZIRE/Tata-Indigo/Mahindra- Verito – diesel (AC) – Sedan Models	Diesel	13	08
03	Toyota Innova - diesel vehicle (A/C)	Diesel	10	10
04	Toyota – Corolla – diesel vehicle (A/C)	Diesel	10	10
05	Tempo Traveler - diesel vehicle (Non A/C)	Diesel	9	11
06	Tempo Traveler - diesel vehicle (A/C)	Diesel	8	13
07	20/24-Seater Bus – diesel (non-AC)	Diesel	5	20

E.g. In case, there is increase/decrease in fuel price by one Rupee or more, then, new rate for Tata Indica (A/C) would be calculated as follows. The new rates will be rounded off to nearest rupee for slab rates and to two decimal places for extra KM rate/KM rate for outstation trip.

New slab rate for 8 hrs. X 80 KM (Indica A/C) in Rs.= Existing rate for 8 hrs x 80 KM in Rs. $\pm$ (80KM x 0.07 x change in fuel price.)

New rate per extra KM/Outstation rate per KM (Indica A/C) = Existing rate per KM in Rs. $\pm$ 0.07 x change in fuel price.



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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.

2. Towards selection, control and supervision of taxi drivers/help desk.

- 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. Bidders shall be aware of the regulated/restricted timings at BHEL due to security considerations and regulations for entry and exit of his drivers/employees, obtaining Police Verification Certificates for drivers/employees he may deploy in BHEL, staff and self etc.
- ii) The drivers shall be provided with mobile phone for communication.
- iii) The driver should be sent for periodical medical checkup, including eye checkup & audiometric test by the contractor to rule out possibilities of loss of vision, hearing etc.
- iv) The contractor should ensure to engage the vehicles, with only such drivers who have minimum 2 years' experience in driving similar vehicles with valid and subsisting driving license. The contractor should also instruct and ensure that the drivers follow the following genuine ethics.
 - a) *To keep the vehicle neat and clean daily / timely before reporting to the duty.*
 - b) *To allow the passengers to get inside the vehicle and later only he should enter into car.*
 - c) *To open and close doors for all passengers/customers while boarding and alighting the vehicle.*
 - d) *Strictly not to smoke / be drunk while on duty.*
 - e) *Strictly not to use mobile phone while driving the vehicle.*



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- 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 fully responsible for enforcing all safety and other regulations as applicable under Motor Vehicles Act, 1988 and Rules framed there under 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.
- x) The Contractor should see that his drivers keep reasonable money to meet contingency expenditure while travelling local/outstation.**
- xi) The contractor shall have a nominated help desk supervisor with mobile phone for effective coordination/communication with BHEL for taxi requirement. The help desk supervisor shall receive vehicle bookings from BHEL-EDN through e-Mail/Phone etc., and provide vehicles. . He may preferably be stationed at EDN from 8.00 AM to 5.00 PM for effective coordination. He shall coordinate and ensure the following.
 - a) Receive/collect the BHEL request form (Requisition cum approval for Engaging Taxi) from transport department and provide the required vehicles and ensure that taxi drivers get the request form duly filled (KMs/Time/Places visited/Users signature) by users of vehicles.
 - b) To inform the details of vehicles arranged (such as vehicle registration number, type of vehicle, drivers name and drivers mobile number) to Transport department/users through SMS/phone/e-Mail etc.
 - c) To collect the duly filled BHEL request form (Requisition cum approval for Engaging Taxi) from taxi drivers and hand it over to Transport department for further processing after completion of journey.
 - d) To clarify on trip sheet details when sought by users.
 - e) To submit bills in time on fortnightly basis.



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- f) The help desk supervisor shall be available at BHEL-EDN premises for effective coordination in case the number of vehicle requirement is more than 20 during special occasions such as Meets/Conferences/VIPs visits etc.

3. Towards statutory liability

- i) 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 for hire.
- ii) The liability for any compensation on account of injury sustained by a taxi driver/employee 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 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.
- v) 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, 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 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.

4. Towards supply of vehicles & Trip sheets

- i) Contractor shall provide well maintained and road worthy vehicles only of model - 2014 or later duly substantiated with valid **'FITNESS CERTIFICATE ISSUED BY RTO'** so as to give trouble free service. The vehicles provided will be inspected by BHEL representative 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 on the condition that replacement should be given within reasonable time.



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- ii) This contract will be in operation on 24 x 7 hours basis throughout the year and the contractor or his nominated Helpdesk supervisor shall be available on call during entire period of this contract for rendering services as agreed.
- iii) Contractor shall be responsible for the safe, comfortable and timely transport of the passengers/baggage. He shall only be fully responsible for any mishap (i.e. fire or accident, etc.) en-route.
- iv) *The Contractor shall supply the demanded number of vehicles within two hours of call, and in case of his failure for 3 occasions during the period of contract, he will be deemed to have defaulted in the performance of the contract and in such an event BHEL may terminate the contract forthwith without any intimation in this regard. BHEL reserves the right to engage any other vehicle at the cost and expenses of the contractor.*
- v) The Bidder should be in a position to supply taxis within 1 hour of booking in urgent/emergency cases.
- vi) 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.
- vii) The contractor shall replace the taxi in case of a breakdown while in operation 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.
- viii) Contractor shall provide Taxis of specified model only i.e. model not earlier than specified year of manufacture. If any of the taxi models earlier than specified above are found in operation 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.
- ix) The Contractor is responsible for his drivers to get all the columns in the trip sheets (REQUISITION CUM APPROVAL FOR ENGAGING TAXI) filled and signed by the user.
- x) The Contractor should ensure that his drivers carry BHEL Request Form (Requisition Cum Approval for Engaging Taxi) 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. It shall be further ensured that any correction/over writing shall be counter signed by the user before the driver of the taxi receives it. These duly filled request forms (REQUISITION CUM APPROVAL FOR ENGAGING TAXI) are to be submitted to BHEL-Transport department after completion of trip on the same day or next day for further processing.



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- xi) *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 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.*
- xii) The Contractor must ensure that the vehicles are furnished with following:
- a) *The relevant documents like RC Book, driving license of the driver, comprehensive insurance policy, permit and emission test certificate etc.*
 - b) *A first aid kit with all necessary medicines/items should be kept in the vehicle.*
 - 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.*

D. Rights and obligations of BHEL

- i) In case the vehicle indented is not used by BHEL due to unavoidable circumstances payment will be made for minimum utilization of vehicles i.e. 4 hours x 40 KMs.
- ii) The contractor shall not sub-let any portion of the contract without the prior approval of BHEL in writing.
- iii) *BHEL also reserves the right to separately deal with any other taxi / vehicle providers during the contract period.*
- iv) In case of loss of original trip sheet (Requisition Cum Approval for Engaging Taxi), BHEL reserves the right not to entertain the claim.
- v) For administrative reasons, BHEL reserves the right to foreclose the contract at its discretion, at any point of time without assigning any reasons thereof.
- vi) 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.



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- vii) Notwithstanding the above and other rights of BHEL to deduct Security Deposit, other bills, and take any further action under the contract; the contract may be terminated at any time without any notice and without any liability 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.

E. PENALTIES:

Notwithstanding other rights of BHEL under the contract;

- i) BHEL will levy a penalty of Rs.750/= per vehicle per instance on the Contractor if it is found during surprise checking by indenter / transport authorities / any other authorized personnel of BHEL that the odometer of the vehicles supplied is tampered.
- ii) BHEL will levy a penalty of Rs.750/= in each such instance wherein the drivers engaged by the Contractor, if found in drunken condition / misbehaving while on duty, and in such case the Contractor shall replace the driver with immediate effect.
- iii) BHEL will levy a penalty of Rs.500/= per vehicle in each such instance wherein the drivers engaged by the Contractor, if found or reported by public / customers / executives/anyone travelling in the vehicle, to be not following traffic rules, over speeding or rash driving.
- iv) BHEL will levy a penalty of Rs.500/= per vehicle in each such instance wherein the Contractor defaults in ensuring the vehicles booked are sent punctually to the designated place and at the stipulated time. The decision of BHEL is final and binding on the Contractor in regard to such default.
- v) BHEL will levy a penalty of Rs.500/= per vehicle in each such instance wherein the Contractor defaults in ensuring the vehicles supplied are usable and filled with sufficient fuel.
- vi) BHEL will levy a penalty of Rs.250/= per vehicle in each such occasion wherein the Contractor defaults in ensuring the drivers of the vehicle carrying reasonable money to pay parking/toll charges etc with them during local trips. BHEL in such instances occurring during outstation trips may not pay the trip bill entirely.



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- vii) BHEL will levy a penalty of Rs.100/= per vehicle in each such occasion wherein the Contractor defaults in ensuring the drivers of the vehicle in carrying and displaying placard at railway station / airport / bus station.
- viii) BHEL will levy a penalty of Rs.100/= per vehicle in each such occasion wherein the Contractor defaults in ensuring the drivers of the vehicle in carrying /having mobile phone with incoming and outgoing call facilities.

The levy of the penalty as above may be at the discretion of BHEL and it could be levied for many instances together and if it is found that the contractor has defaulted more than 3 occasions during the tenure of the contract BHEL may at its discretion terminate the contract and forfeit Security Deposit.

The decision of the BHEL regarding interpretation of any terms and conditions set forth in this Tender Document shall be final and binding on the bidder/ contractor.

F. Duration of the contract:

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

The successful bidder shall have to execute an agreement with BHE-EDN on a non-judicial stamp paper of the value of Rs.300/= at his own cost.

G. Arbitration

Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives, at any time, in connection with construction, meaning, operation, effect, interpretation or out of the NIT, contract or breach thereof, the same shall be referred to Arbitration of a Sole Arbitrator appointed by BHEL, from BHEL panel of Arbitrators.

Subject to as aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment in lieu thereof and the rules made there under shall apply to the arbitration proceedings under this clause. The award shall be a speaking and reasoned one and shall be final and binding on the parties. The venue of arbitration in all cases shall be at Bangalore.

In case, there are different wordings/expressions of a same/identical clause at different places of this Tender Document, a stricter meaning of such clause which is in favor of BHEL will apply and binding on the bidder/Contractor.



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H. Earnest Money Deposit (EMD):

1. A sum of Rs. 40000/- (Rupees Forty Thousand only) shall be deposited as Earnest Money Deposit with BHEL through online payment and the receipt of payment made has to be submitted with Techno-commercial Bid (Part-1).

The link to make EMD payment is given below.

<https://www.onlinesbi.com/prelogging/collecthome.htm?corpID=5083>

Onlinesbi.com-> State Bank Collect -> Karnataka -> Industry -> Bharat Heavy Electricals Ltd. -> Others
Further to select payment nature and proceed as per the screen message.

The tenders without EMD are liable to be rejected.

2. EMD by the tenderer will be forfeited if;
 - i) After opening the tender, and within the offer validity period, the tenderer revokes his tender or makes any modifications in his tender which is not acceptable to BHEL
 - ii) The Contractor fails to deposit the required Security Deposit or 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 award of work to the successful tenderers.
4. Earnest money Deposit shall not carry any interest.
5. EMD of successful tenderer will be retained as part of Security Deposit.
6. MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed at Annexure-D where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part – 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazette officer.



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I. Security Deposit:

1. The successful tenderers shall deposit the Security deposit (SD) with BHEL. The amount of SD is as given below.

Overall L1 Vendor	Rs. 80,000/=
Overall L2 Vendor	Rs. 50,000/=

In case of only one successful vendor the SD amount is Rs. 80,000/=

2. Security deposit may be furnished in any one of the following forms

- i) Cash (as permissible under the Income Tax Act)
- ii) Local Cheques of scheduled banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
- iii) Bank Guarantee from scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. (FDR should be in the name of the contractor, a/c BHEL).
- v) Securities available from Indian Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)
- vi) Security Deposit can also be recovered at the rate of 10% of gross amount from 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.

NOTE: 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)

- vii) EMD of the successful tenderer shall be converted and adjusted against the Security deposit.
- viii) The Security deposit shall not carry any interest.

3. Security Deposit will be refunded to the contractor after completion of the contract period subject to satisfactory completion of work and compliances to statutory obligations as per this NIT.



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Annexure - C

Rate contract for Hiring of taxis on Contingency Requirement
Criteria for Evaluation of Techno-commercial Bids.

Sl. No.	Description	Contractor's Acceptance (Yes/No) / Remarks.
1	a) EMD (Rs.40000/=) to be submitted online and receipt of payment made to be submitted along with Techno-commercial bid (Part-1) b) Acceptance of Security deposit clause	
2	Whether the bidder is registered as Tour and Travel Operator / Travel Agency (Copy of registration certificate shall be enclosed)	
3	Bidder should have regular establishment / office at Bangalore and have to produce documentary evidence of registration to this effect. The office shall have telephone and e-mail facilities for booking of taxis. (Please indicate here your address, telephone and e-Mail ID).	
4	The bidder should have minimum five vehicles (of the types called in Clause 4 (a) 01 to 07 or equivalent/higher end vehicles put together) registered under Taxi permit in their name/firms name/Company name. (Xerox copies of RC book to be enclosed).	
5	Distance from the Bidder's garage to BHEL-EDN in KM & time required for conveyance of vehicle from there to EDN.	Distance: Time required:
6	The average annual financial turnover of the bidder 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 poof to be enclosed)	



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7	The bidder 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 indicating the value of the work or copy of Work Order/Purchase Order indicating value of work along with certificate of satisfactory services or Certificate for running contract with value of completed work, from the Organization where the bidder has provided/providing taxi services should be enclosed. <i>a) Three similar completed works costing not less than the amount equal to 40% of the estimated value or</i> <i>b) Two similar completed works costing not less than the amount equal to 50% of the estimated value or</i> <i>c) One similar completed works costing not less than the amount equal to 80% of the estimated value.</i>	
8	Indicate bidder's PAN.	
9	Indicate bidder's Service Tax regn. No.	
10	Nature of Firm / Concern (Proprietor/Partnership/Pvt. Limited/Public Ltd.) <i>Note: Please enclose</i> <i>1. In case of partnership firm, photo copy of the partnership deed.</i> <i>2. In case of company, photo copy of the incorporation certificate.</i> <i>3. In case of proprietorship, photo copy of the registration under Shops & Est. Act.</i> <i>4. In case of any other legal entity, photo copy of the registration certificate.</i>	



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11	Names, address and phone nos. of Partners/Proprietor/Directors	
12	Name of the Person(s) and designation authorized for signing the contract/dealing with BHEL	
13	Whether bidder is having any relative working in BHEL (if yes, provide name, staff no., designation and department.)	
14	Whether the bidder has quoted rates in the Price bid (both local trip - Annexure-F1 & outstation trip - Annexure-F2) for all the 7 types of vehicles for all slabs, including rates extra KM, extra hour, driver batta etc., (failing which highest rate quoted among the qualified bidders will be assigned as quoted price for evaluation of price bid).	
15	Bidder should agree that bills shall be submitted by them along with a consolidated vehicle wise statement (Annexure-E), on fortnightly basis, i.e., from 1 st to 15 th shall be submitted on or before 17 th and bills from 16 th to 30 th /31 st shall be submitted on or before 2 nd of the subsequent month. 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)	Yes / No



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16. Details of the various types of vehicles (of the types called in Clause 4 (a) 01 to 07 or equivalent/higher end vehicles put together) owned by the bidder in their own name/firms' name/ Company name. (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						

17. 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

Certificate by Chartered Accountant on letter head

This is to Certify that M/s.
(hereinafter referred to as 'company') having its registered office at
..... is registered under MSMED Act 2006,
(Entrepreneur Memorandum No (Part-II).....
Dtd: , Category: (Micro/Small).
(Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as
per the latest audited financial year as per MSMED Act 2006 is
as follows:

1. For Manufacturing Enterprises: Investment in plant and machinery (i.e. original cost
excluding land and building and the items specified by the Ministry of Small Scale Industries vide
its notification No. S.O.1722(E) dated October 5, 2006 :
Rs Lakhs
2. For Service Enterprises: Investment in equipment (i.e. original cost excluding land and
building and furniture, fittings and other items not directly related to the service service rendered or
as may be notified under the MSMED Act, 2006 :
Rs Lakhs

(Strike off whichever is not applicable)

The above investment of Rs. Lakhs is within permissible limit of Rs.
..... Lakhs for Micro / Small **(strike off which is not
applicable)** Category under MSMED Act 2006.

Or

The company has been graduated from its original category (Micro / Small) **(strike off which
is not applicable)** and the date of graduation of such enterprise from its original category is
..... (dd/mm/yyyy) which is within the period of 3 years from the date of
graduation of such enterprise from its original category as notified vide S.O. No. 3322(E)
dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of
MSME.

Date:

(Signature)

Name –

Membership number –
Seal of Chartered Accountant



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Annexure-D1

Date:

To

DGM (Finance)
Works & Service Bills,
BHEL - Electronics Division
Mysore road,
Bangalore 560026

Dear Sir,

Sub: Service tax payable by service receiver.

It is certified based on the confirmation by our Auditors, that

- A. As per Notification No 26/2012 –Service Tax, serial number 9, CENVAT credit on inputs, capital goods and input services, used for providing the taxable service, has not been taken under the provisions of the CENVAT Credit Rules, 2004 and thereby service tax is leviable on 40% of value of services after taking abatement of 60%
- B. Notification No 10/2014 – sl no (d) not applicable for the services rendered.

This is for your kind information.

Thanking you

Authorized Signatory

PS: To be made out in the letter head of Bidder & to be submitted along with Bid documents.



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Annexure - E
Proforma for consolidated vehicle wise statement to be submitted along with bills

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

Sl. No.	Trip date	Trip Sheet No.	Bill No.	Vehicle No.	Type of Vehicle	KM reading		Time (Hrs)	
						Start	Release	Start	Release



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PART - 2, (Page No.29 to 33) – Rate contract for hiring of taxis on contingency requirement.

PRICE BID (Local Trip) - Annexure - F1
(To be kept in the envelope 'PRICE BID')

1. Name of the firm / vendor:

2. Schedule of rates:

Sl. No.	Rate details in Rs. Category of vehicles	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 beyond 11 PM & 11 PM up to 6 AM
1	2	3	4	5	6	7	8
01	Tata Indica – diesel (A/C) Figures: Words:						
02	Toyota-Etios/Maruti-Swift-DZIRE/ Tata-Indigo/Mahindra-Verito - diesel vehicle (A/C) – Sedan Models Figures: Words:						
03	Toyota-Innova-Diesel vehicle (AC) Figures: Words:						



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04	Toyota–Corolla-diesel vehicle (AC) Figures: Words:						
05	Tempo Traveler- diesel vehicle (Non-A/C) Figures: Words:						
06	Tempo Traveler -diesel vehicle (A/C) Figures: Words:						
07	20/24-Seater Bus–diesel (non-AC) Figures: Words	-NA-	-NA-				
	Note: Rates shall be quoted excluding Service Tax.						



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PRICE BID (Outstation Trip) - Annexure - F2
(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 6.00 AM to 10.00 PM	Driver batta after 10.00 PM to 6.00 AM
	Category of vehicles				
1	2	3	4	5	6
01	Tata Indica – diesel (A/C) Figures: Words:		300		
02	Toyota-Etios/Maruti-Swift-DZIRE/ Tata-Indigo/Mahindra-Logan/Verito - diesel vehicle (A/C) - Sedan Models Figures: Words:		300		
03	Toyota-Innova-diesel vehicle (AC) Figures: Words:		300		



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04	Toyota–Corolla-diesel vehicle (AC) Figures: Words:		300		
05	Tempo Traveler- diesel vehicle (Non-A/C) Figures: Words:		300		
06	Tempo Traveler -diesel vehicle (A/C) Figures: Words:		300		
07	20/24-Seater Bus – diesel (non-AC) Figures: Words:		300		
	Note: Rates shall be quoted excluding Service Tax.				



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Service Tax:

Service Tax is applicable extra on the quoted price, Bidder to indicate one of the following (Refer Service Tax Notification No 26/2012):

[1] Abatement - Service Tax @ 15.00% on 40% of billing value (ie 6.00%) will be calculated for evaluation. Bidder to provide Certificate as per Annexure-D1 format in their letter head.

OR

[2] Non-Abatement - Service Tax @ 15.00% on billing value (ie full 15.00%) will be calculated for evaluation. Bidder is required to submit Service Tax Registration Certificate along with bid documents

Kindly Note:

A. BHEL shall deduct & remit from the total bill including service tax, in case the Bidder is an Individual or Partnership Firm or Hindu Undivided Family or Association of Persons [Reverse Charge Mechanism - Refer Service Tax Notification No 30/2012 & Notification 10/2014]

For [1] above - 100% of service tax

For [2] above -50% of service tax

B. Proof of Service Tax remittance (Challan/Return) along with bills required for reimbursement of service tax.

In case when GST becomes applicable, taxes as applicable under provisions of GST law shall prevail