



Works Engineering Department
[Transport Section]

**Tender Enquiry No.: EP/ WEX/ TPT/ 26/
2015-16 Dated : 03.02.2016**

**Rate Contract for Hiring Taxis on
Hourly/Daily basis for “Local/Outstation
Trips” for the Year 2016 - 2018**

PART-A
[TECHNO-COMMERCIAL BID]
Opening date/time: 25.02.2016 at 03:00 pm

This Tender document contains 20 Pages



Bharat Heavy Electricals Limited
Electroporcelains Division
Malleswaram, Bangalore – 560 012

PART – A: TECHNO-COMMERCIAL BID
(Page No: from 02 to 18)

NOTICE INVITING TENDER

1. Tender Enquiry No. & Date : EP/ WEX/ TPT/ 26/ 2015-16 dated 03.02.2016
2. Name of the work : Rate Contract for Hiring Taxis on Hourly/Daily basis
For Local/Outstation Trips
3. Duration of Contract : Initially for two years and extendable for further period of
one more year subject to satisfactory performance
4. Cost of Tender documents : On payment in Cash Rs.100/- [Rupees One hundred only]
5. Estimated Amount [Business] : Rs.27.00 lakhs [Rupees Twenty-seven lakhs only]
For Two Tear
6. Earnest money deposit : Rs.60,000/- [Rupees Sixty thousand only]
7. Date & time of issue and closure : From WEX [Transport] on all working days
of Tender documents from 03.02.2016 to 25.02.2016 between
08:00am & 12:00 noon on all working days
8. Last date and time for the : Before 2.30 PM on 25.02.2016
receipt of completed tender
9. Date and time for tender opening: At 03:00 PM on 25.02.2016
10. Place of submission of completed: **Tender documents consisting of Part 'A' & 'B' duly
sealed in two separate envelopes respectively should be put in another envelope
and sealed and the same should be deposited with the above superscription on
the envelope in the WEX - Tender Box kept at Reception office of BHEL-EPD, IISc
Post, Bangalore – 560012**

**This tender document contains 20 pages comprising General Instructions to the
bidders, Scope of work and Terms & Conditions, Price bid etc. as follows.**

1. Annexure-A - General Instructions for the bidders : Page: 03
2. Annexure-B - Scope of Work and Terms & Conditions : Page: 04 to 15
3. Annexure-C - Essential criteria for Evaluation of Technical bid : Page: 16 to 17
4. Annexure-D – Pro-forma for vehicle wise statement : Page: 18
5. Annexure-E1 & E2 - Price Bid : Page: 19 to 20

Issued to:

[ISSUING OFFICER]

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

1.0 GENERAL INSTRUCTIONS TO BIDDERS

- 1.1 BHEL, Electroporcelains Division (BHEL-EPD) intends to hire various types of vehicles for Local / Outstation Trips on Hourly / Daily Rate Contract basis.
- 1.2 Tour & Taxi Operators/ Travel Agencies bidding for the contract are required to go through the instructions carefully and complete all the formalities as required. In the event of furnishing false information/ incomplete information, the offer(s) is liable to be rejected. In case bidders require any clarification, they may contact Transport Department of BHEL-EPD before submitting their bids.
- 1.3 **The Tour & Taxi Operators / Travel Agencies are required to submit the offer in two separate parts (i) Technical Bid and (ii) Price Bid. Each bid has to be kept in separate envelope duly sealed and super-scribing on the envelopes the [Part-I, Technical Bid], [Part-II, Price Bid] and Tender Enquiry No. and its date of opening. Both these envelopes have to be put together in another large envelope and sealed and then submitted finally.**
- 1.4 Information in respect of Technical bid and Price Bid are to be submitted in the prescribed Proforma only as per Annexure:C and Annexure: E1 & E2 respectively.
- 1.5 Bidders shall fill-in all the required particulars in the blank spaces provided for the purpose in the tender document and also sign on all pages of the tender document and submit the tender. All the entries in the Technical bid & Price bid should be clearly written in ink or typed. Corrections, if any, are to be duly authenticated by the signature of the Bidder.
- 1.6 **Technical bid along with other relevant supporting documents should also accompany the payment of EMD of Rs.60,000/- [Rupees Sixty thousand only]. EMD may be paid either in cash at the Cash Section of BHEL-EPD and submit Cash Receipt, or a crossed Demand Draft /Pay Order from any Nationalised Bank drawn in favour of “BHEL-EPD, Bangalore”.**
- 1.7 **The Bidders are required to submit / drop the duly filled in tender document before 14.30 Hours on 25.02.2016 in the WEX Tender Box kept in Reception Hall at BHEL/EPD, P.B.No.1245, Science Institute Post, Prof CNR Rao Circle, Malleswaram, Bangalore – 560 012. The tenders received after the stipulated time are treated as Late Tenders and shall not be considered.**
- 1.8 The technical bid shall be opened on **25.02.2016** at **3:00** Hours at the Tender Opening Room at the Factory Main Gate in the presence of Bidders who choose to be present.
- 1.9 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 technical bid opening.
- 1.10 The sealed Price Bids of only those offers which are technically qualified shall be opened later, and the qualifying Bidders in Technical bid will be intimated separately the date of opening of the Price Bid for their participation.

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Annexure-B

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

2.0 SCOPE OF WORK AND TERMS & CONDITIONS

2.1 SPECIFIC TERMS & CONDITIONS:

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

2.1.2 The normal requirement of vehicles on Hourly Rate basis may be 03[Three] / 04[Four] vehicles per day. However the contractor shall be prepared to supply additional vehicles upto a maximum of 06 [Six] Nos., at short notice during peak requirement. The requirement of vehicles for Outstation Trips on Daily Rate basis may be 01[One]-02[Two] vehicles per month which some-times may vary and at times may be 'NIL'. However, advance information would be given and the contractor shall be prepared to supply the specified vehicle[s] covered within this Tender. They should be available for contact/ communication at all times.

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

2.1.4 The contractor shall quote for the following categories of vehicles.

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

Sno	Category/ Type of Vehicles	Extent of business [Approx]
01	Tata Indica – Diesel (A/C) – 2014 and above	70%
02	Toyota Innova - Diesel (A/C) – 2014 and above	10%
03	Tata Indigo – Diesel [A/C] – 2014 and above	10%
04	Maruti Suzuki Swift Dzire/ ETIOS – [A/C] Diesel 2014 and above	10%

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

SNo.	Slab details	Weightage %
01	4 Hrs / 40 KM	25
02	6 Hrs / 60 KM	15
03	8 Hrs / 80 KM	60

(c) **Selection of Contractor/s will be based on the over-all Lowest Rates quoted in the Price Bid i.e., L-1 in respect of each class of vehicle.**

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- 2.1.5. The charges quoted in the tender shall be inclusive of all overhead charges like fuel, taxes, Comprehensive Insurance, Payment to staff, vehicle maintenance, office overhead etc., but shall not include Service Tax.
- 2.1.6. **All the rates should be quoted in figure and also in words in Price Bid Annexures: 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 rates will be taken as the tendered rate which shall be binding on the tenderer(s).**
- 2.1.7. All the offers received will be scrutinized and only the technically qualified offers will be considered for Price Bid opening. Technically unqualified offers will be rejected.
- 2.1.8. **EVALUATION CRITERIA FOR PRICE BIDS**

The following criteria will be followed:-

- i) Bidders are required to bid by quoting their Best rates for all the named categories of vehicles for all the slabs i.e., [a] 4 Hrs/40 Kms, [b] 6 Hrs/60 Kms & [c] 8 Hrs/ 80Kms, [d] Extra rate per Km beyond 80Kms, [e] Extra rate per Hour beyond 8 hours and Driver Bata for duty beyond 10:00 pm in the Price Bid Format for Local Trip provided vide Annexure:**E1**.
 - ii) For outstation trips, rate per Km shall be quoted in Price Bid Format for Outstation trip provided vide Annexure:**E2**. Rate for driver's Bata 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 table vide 2.1.4(b) above for Local Trips. **Bidders are required to quote for all the named categories of vehicles for all slabs, including the rates for extra hour, extra Km, driver's Bata, Cancellation charges compulsorily, failing which, the Bidders will lose their weightage in evaluation of bids.**
- 2.1.9. The selection of Contractor will be based on the over-all Lowest Rates quoted by the Bidders i.e., L-1 in respect of each class of vehicle which is applicable both to Local Trips as well as Outstation Trips. The distance between BHEL-EPD to the respective Travel Agency is also one of the factors for evaluation of Lowest Bidder. The maximum distance allowed is restricted to 06 [six] Kms "To & Fro" BHEL-EPD or actual distance, whichever is less will be considered for arriving at Lowest bidder.
- 2.1.10 BHEL reserves the right to award the Contract either to a single Contractor or distribute or split the total requirements amongst maximum of three Contractors. The over-all L-1 party will be offered the lowest picked up rates for acceptance and the same rates will be **counter-offered** to L-2 and L-3 parties for their acceptance. In case of such distribution of Taxi Services amongst Contractors, only L1 and L2 or L3 i.e 60:40 Ratio



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- 2.1.11 However, BHEL reserves the right to negotiate the rates quoted by the L-1 Bidder.
- 2.1.12 Mere participation in the Tender shall not grant any Right/Claim in favour of any Tenderer. BHEL reserves the right to accept/reject the Tender in full/part after due verification and assigning reasons thereof.
- 2.1.13 **If any Bidder fails to deploy the vehicle after issuance of the Work Order in his favor, BHEL may forfeit the earnest money so deposited by him, terminate the contract and also initiate action to blacklist / ban future business dealings with such party as per Policies/Rules laid down by BHEL.**
- 2.1.14 All the Rates quoted shall remain valid for acceptance for a minimum period of 90 (ninety) days from the date of Technical Bid opening.
- 2.1.15 Notwithstanding the quote/bid, the base rate of fuel (Normal Diesel) will be the one prevailing on the date of Technical Bid opening.
- 2.1.16 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.
- 2.1.17 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.
- 2.1.18 The taxis supplied should not be owned by BHEL Employees and their dependants.
- 2.1.19 **Minimum Qualification Requirements of the Tour & Taxi Operators / Travel Agencies at the time Technical Bid opening:**
- The Bidder must be a registered Tour & Taxi Operator / Travel Agency with the concerned Govt Agency/Department for operating Taxis on hire. Copy of such registration certificate shall be enclosed.
 - The Bidder should have regular establishment / office at Bangalore. The office shall have telephone, E-mail facilities for accepting booking of taxis and also for day-to-day transactions/communications.
 - The Bidder should have a fleet of minimum of 03 to 6 [Three to Six] vehicles under their disposal for deployment and the details of vehicles shall be provided along with the Techno-commercial Bid.
 - The Bidder should be in a position to supply taxis within one hour of booking under normal circumstances. However, under emergencies, they should be able to provide the Taxis atleast within half-an-hour of booking and should be agreeable for such supply in urgency.

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- v) The Bidders should have PAN No. as per Income Tax Act and service tax registration number as per Service Tax Act and furnish copy of the same.
- vi) The average annual financial turnover of the Bidder during the last three years ending 31st March should atleast be 30% of the estimated value indicated in the NIT.
- vii) The Bidder shall have the experience of having successfully completed the similar works during last 03 [three] years and furnish proof*. (Similar work means supply of taxis and Vans on Hourly / Daily / Monthly hire basis).

*Documentary proof such as the Work Order/Purchase Order indicating value of work along with certificate of satisfactory services from the Agencies/Companies/ Establishments to whom similar services were provided should be enclosed. If the bidders have provided/providing services to BHEL Units, their performance during the contract will be taken into account while evaluating their technical capability.

3.0 GENERAL TERMS & CONDITIONS

3.1 SPECIFICATIONS OF THE JOB TO BE AWARDED

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

Sno.	Type of Vehicles
01	Tata Indica – Diesel (A/C) – 2014 and above
02	Toyota Innova - Diesel (A/C) – 2014 and above
03	Tata Indigo – Diesel [A/C] – 2014 and above
04	Maruti Suzuki Swift Dzire/ Etios [A/C] Diesel – 2014 and above

3.2 MEASUREMENT OF THE JOB:

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

3.2.1 LOCAL TRIPS :

- 3.2.2 A distance of 80 Kms of use or less one way for each single trip from BHEL/EPD, or from the place of Reporting (within Karnataka State) would be considered as local trip. Local Trip will be further governed by the following Slabs:

- i) 4 Hrs. / 40 Kms ii) 6 Hrs. / 60 Kms iii) 8 Hrs. / 80 Kms
- iv) Extra Running (Kms) v) Extra Hours
- v) Driver Bata for local trip if trip extends beyond 10.00pm and for trips starting between 10.00 pm and 06.00am.

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Note:

- a) The shift from 4 Hrs. / 40 Kms slab to 6 Hrs. / 60 Kms slab would be after a grace period of half-an-hour or more i.e. above 4 hours and 30 minutes.
- b) The shift from 6 Hrs. / 60 Kms slab to 8 Hrs. / 80 Kms slab would be after a grace period of half-an-hour. i.e. above 6 hours and 30 minutes.
- c) Extra running Kms (exceeding slab limit) would be paid at actual, i.e.,
Slab rate + Extra Kms exceeding slab Kms x rate for extra running (Kms)
- d) For computing Extra hours after 8 hours / 80 Kms slab, 30 minutes grace period would be considered. i.e. below half-an-hour (below 30 Minutes) would be rounded off to be previous hour and above half-an-hour (above 30 minutes) would be rounded-off to the next hour.
- e) Dead Kms distance & time is allowed (for actual distance or 06 Kms whichever is less) for conveyance of vehicle from contractor's office to BHEL/EPD and back from BHEL/EPD to contractor's office. In case the reporting/release point is other than BHEL/EPD, distance & time from travels to reporting/releasing point at actual Kms & Hours will be considered.

3.3 OUTSTATION TRIPS:

3.3.1 Distance in local trips exceeding 80 Kms single way, single trip from BHEL/EPD, or from the point of Reporting will be considered as outstation trip. Then, the outstation hiring charges will be paid for a minimum of 300 Kms per day. A Day means a calendar day from 06:00am to 06:00am on the following day.

3.3.2 Specific instances of Out-station Trips are also covered in this Contract. During Outstation trips, where there is variation (excess or less) either in terms of Kms run and/or the No.of Days involved, then the payment will be calculated as follows:

- [a] Where Kms run exceed the No.of Days, then Rate/Km x No.of Kms;**
- [b] Where No.of Days exceed the Kms run, then No.of Days x 300 x Rate/Km**
- [c] Outstation Hire charges are regulated as Minimum 300 Kms per day on the following criteria**
 - i) Rate in Rupees per KM
 - ii) Driver Bata for outstation trip up to 6.00 AM to 10.00 PM
 - iii) Driver Bata for outstation trip after 10.00 PM to 06.00 AM



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3.4 PAYMENT TO THE CONTRACTOR

- 3.4.1 Payment will be made to the contractor on the basis of actual work carried out.
- 3.4.2 The parking charges, toll tax, barrier tax, state border entry tax etc., during BHEL duty, will be paid extra by BHEL at actuals on production of original Bills/Receipts.
- 3.4.3 The Contractor shall obtain the signature of the BHEL/EPD Official/Customer other actual users in respect of each trip/Taxi service carried out for BHEL/EPD in the Trip Sheet.
- 3.4.4 **Bill/Tax Invoices accompanied by the Trip Sheets duly signed by BHEL/EPD Official/Customer etc. shall be submitted by the contractor to the Transport In-charge on fortnightly basis. Invoices for the trips provided from 1st to 15th shall be submitted on or before 17th of the month and Invoices for the trips provided from 16th to 30th/31st shall be submitted on or before 2nd of the following month for the Local Trips. Bill/Tax Invoices for Out-station Trips be submitted immediately after completion of each out-station trip duly accompanied by the respective Trip Sheets and signed by the BHEL/EPD Official/Customer or other actual users.**
- 3.4.5 Payment to the contractor for Local Trips will be made within 30 (Thirty) days from the date of submission of bills after due verification and certification by the Transport In-charge. Payment for Out-station Trips will also be made within 30 [Thirty] days of submission of Bills after completion of each outstation journey and certification by the Transport In-charge. All payments will be made only through National Electronic Fund Transfer (NEFT) only.
- 3.4.6 The total hiring charges payable will be rounded off to the nearest full rupee value. Income tax shall be deducted at source as applicable under relevant Act / Law. Service Tax shall also be applicable under relevant Act/Law.

4. PRICE VARIATION (PVC)

- 4.1 The rates finalized will be firm during the contract period. However, in case of variation in fuel prices, a change in the rate will be allowed. Revised Rates as per PVC will be given effect from the actual date of effect of change in Fuel price. The rate for extra hours and driver Bata will remain firm and no change will be admissible on any other account whatsoever. The fuel price prevailing on the date of opening of the Technical bid will be the base price for effecting the PVC clause. The fuel price variation clause is applicable both for Local/Outstation trips.
- 4.1.1 **Price variation clause will be applicable only when there is increase/ decrease in fuel (Normal Diesel) price per Liter to the tune of 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 increase in fuel Rates (in paisa)
01	Tata Indica (A/C) Taxi	Diesel	13	08
02	Toyota Innova (A/C) Van	Diesel	9	11
03	Tata Indigo (A/C) Taxi	Diesel	11	09
04	Maruti Suzuki Swift Dzire/ Eitos (AC)	Diesel	12	09

E.g. a) In case, 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 x80KM (Indica A/C) in Rs.=Existing rate for 8Hrs/80KM in Rs.+(80KM x0.08 xRate of Increase)
New rate per extra KM (Indica A/C) = Existing rate per extra KM in Rs. + [0.08 x Rate of increase]

b) In case 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/80 KM in Rs. - (80KM x0.08 xRate of Decrease)
New rate per extra KM (Indica A/C) = Existing rate per extra KM in Rs. - [0.08 x Rate of decrease]

[Note: Fixation of new rates for other slabs and other type of vehicles will be done on similar method]

5.0 CONTRACTUAL AND LEGAL OBLIGATIONS OF THE CONTRACTOR:

5.1 GENERAL

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

5.2 DUTIES AND RESPONSIBILITIES

5.2.1 Contractor has to ensure that the taxi drivers are physically and mentally fit and do not have any criminal record. Drivers should possess valid driving license and experience. The drivers should be able to communicate in Kannada, Hindi & English. The drivers of 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.

5.2.2 The drivers shall be provided with mobile phone for communication.

5.2.3 The driver should be sent for periodical medical checkup i.e., atleast once in a year for general health check-up, eye check-up & audiometric test by the contractor to rule out possibilities of loss of vision, hearing etc., and furnish proof of the same.

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- 5.2.4 The contractor should ensure to engage the vehicles, with only such drivers who have minimum 2 years experience in driving similar vehicles with valid driving license. The contractor should also instruct and ensure that the drivers follow the following good practices.
- a) *Follow all Traffic Rules & Regulations and ensure safe & efficient driving*
 - b) *To keep the vehicle neat and clean always.*
 - c) *Report for duty atleast 15 minutes before at the appointed time and place.*
 - c) *Allow the passengers to get inside the vehicle, secure the doors properly and only the Driver should enter into car.*
 - d) *To open and close doors for all passengers/customers while boarding and alighting the vehicle.*
 - e) *Strictly not to smoke / be drunk while on duty.*
 - f) *Strictly not to use mobile phone while driving the vehicle.*
 - g) *Not to indulge in rash & negligent driving*
- 5.2.5 Contractor will be responsible for the good conduct of his drivers. In case of any misconduct /misbehavior by any of his taxi drivers on duty, the contractor will replace such drivers immediately.
- 5.2.6 Contractor will keep watch on his taxi drivers and he will be liable for any pilferage / loss to BHEL due to acts of omission and commission by his taxi drivers. Similarly, liability for any compensation to outsiders on account of any act of omission and commission by the drivers deployed by the contractor shall lie exclusively with the contractor.
- 5.2.7 The contractor shall be fully responsible for enforcing all safety and other RTO regulations as applicable under Motor Vehicles Act, 1988 and Rules framed there under as in force from time to time.
- 5.2.8 The contractor has to ensure that taxi drivers wear a distinct uniform i.e., white Shirt & Trouser. The uniform shall be kept in neat and tidy condition.
- 5.2.9 Contractor has to ensure that all precautions are taken for safety of his drivers and vehicles.
- 5.2.10 **The Contractor should see that his drivers keep reasonable money to meet contingent expenditures such as Fuel, Parking/Entry/Toll/Permit Fee etc., while travelling local/outstation.**
- 5.2.11 The contractor shall maintain effective coordination / communication with the Transport In-charge at all times. Upon booking/allotting Taxis the details such as the vehicle Regn. Number, driver name and his mobile number etc. shall be provided both to the Transport In-charge as well as the User/Guest by means of SMS for smooth operation of the system. They shall also coordinate for submission of Bills with trip sheets and settlement of bills thereof.

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5.2.12 The contractor shall not sub-let any portion of the contract to anybody or Firm or Agency whosoever.

5.3 STATUTORY LIABILITY:

5.3.1 The taxis should have compliance with all the provisions of Motor Vehicle Act, 1988 and Rules framed there under as in force from time to time, and fit to hire.

5.3.2 The liability for any compensation on account of injury sustained by a taxi driver/ employee of the contractor will exclusively be that of the contractor.

5.3.3 Route permit / National permit / Clearance from RTO or any other authority concerned and compliance of any other legal formalities connected with the contract have to be arranged by the contractor at his cost. BHEL shall reimburse expenditure.

5.3.4 The contractor will ensure that all vehicles deployed under this contract agreement, are covered by respective comprehensive insurance policies. Under no circumstance shall BHEL be liable to compensate for any loss or damage that may be caused to / by the vehicles while engaged in discharging of the contractor's obligations under this contract.

5.3.5 The contractor shall at his own expenses reinstate and make good to the satisfaction of BHEL management and pay compensation for any injury to any person, loss or damage occurred to any property or rights whatever including property and rights of BHEL or its agents, 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.

5.4 SUPPLY OF VEHICLES, MONITORING &TRIP SHEETS

5.4.1 Contractor shall provide well maintained and road worthy vehicles only of model - 2014 or later. 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.

5.4.2 This contract will be in operation on 24 x 7 hours basis throughout the period of Contract and the Contractor or his nominated representative shall be available for rendering unhindered service.

5.4.3 The Contractor shall be responsible for the safe, comfortable and timely transporting of the passengers/baggage.

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- 5.4.4 The Contractor shall supply the demanded number of vehicle[s] within one hour under normal circumstances and within half-an-hour under emergencies in respect of Local Trips. However, for Outstation Trips, BHEL will specify the timings, but atleast 04[four] hours advance notice will be given. If there is failure, the Contractor will be intimated of his deficient performance. Chronic deficiency in performance [i.e., more than 3 occasions in a month] may result in termination of the Contract. BHEL reserves its right to engage Taxi from any other Agency at the cost and expenses of the contractor in the event of failure to provide Taxis by Contractor and deduct such charges from the Contractor's Bills.
- 5.4.5 The Contractor shall ensure to keep the taxi in full readiness for the entire day's operation in respect of fuel availability and willingness of the drivers to drive the vehicle.
- 5.4.6 The contractor shall replace the taxi in case of a breakdown while in operation within 30 minutes from the time of reporting breakdown in the case of Local Trip. However, in the case of Outstation Trip, alternate arrangements shall be made at the quickest possible time. The bills under such circumstances be prepared for one vehicle only. No detention charges will be paid for breakdown and arranging alternative vehicle. The log/trip sheets shall mention about the breakdown.
- 5.4.7 Contractor shall provide Taxis of specified model only. If any of the taxi models found to be earlier than specified above are 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.
- 5.4.8 The Contractor shall ensure that his drivers will get all the columns in the trip sheets filled and signed by the user. Corrections/over-writing should be avoided in the Trip Sheets and Bills. Corrections, if any, shall be duly attested by the User in the Trip Sheets.
- 5.4.9 The Contractor agrees that timely supply of taxis is the essence of this contract. The taxis will be utilized for VIPs, Customers and Senior Executives etc who are to be treated well. The taxis should report to the required points as directed by Transport In-charge of BHEL/EPD at the given time, date and place.
- 5.4.10 The Contractor must ensure that the vehicles are furnished with following:
- a) *The relevant documents like RC Book, driving license, comprehensive insurance policy, permit, emission test certificate and other legal documents.*
 - b) *A first aid kit with all necessary medicines and allied items should be kept in the vehicle as per the MV Rules and the same shall be subject to inspection by concerned.*
 - c) *The vehicles should be provided with Audio/FM facility.*
 - d) *The cars should be provided with additional emergency accessories like Stepney, standard toolkit, spare bulb, fuses, fan belt, foot mats and hose pipe etc.*



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6.0 RIGHTS AND OBLIGATIONS OF BHEL

- 6.1 In case the vehicle indented is not used by BHEL due to unavoidable circumstances payment will be made for Cancellation charges corresponding to the category of vehicle and the Tenderer shall mention the Cancellation charges in the Price Bid with respect to each category of vehicle.
- 6.2 BHEL also reserves the right to separately deal with any other taxi / vehicle providers during emergency circumstances or for use by VIPs and other dignitaries.
- 6.3 In case of loss of original trip sheet, BHEL reserves the right not to entertain the claim.
- 6.4 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 reasonable penalty.
- 6.5 Notwithstanding the above and other rights of BHEL, there shall be no liability on the part of BHEL to pay any compensation whatsoever to the contractor, in case of misbehavior, disobedience, dishonesty, clandestine insolvency, any court order, non-sanction of road permit or any other related activities on the part of contractor or his drivers/employees deputed under the contract or in case of the failure of the contractor to fulfill the terms and conditions of the contract etc.

7.0 PENALTIES:

Notwithstanding other rights of BHEL under the contract;

- 7.1 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.
- 7.2 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.
- 7.3 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.
- 7.4 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.
- 7.5 The levy of the penalty will be based on complaints from Customers/ Company Guests/Executives and upon random checks conducted by the Transport



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Department. The levy of Penalty may be for one or many instances together for default/violation of Terms of Contract. Any repetition of defaults/violations for more than 3 occasions during the tenure of the Contract may result in termination of the Contract itself.

- 7.6 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.

8.0 DURATION OF THE CONTRACT:

Initially, the duration of the contract shall be for a period of **Two Years** from the date of award of work. However, the same is extendable for a further period of one more year subject to satisfactory performance.

- 8.1 The successful bidder shall have to execute an agreement with BHEL/EPD on a non-judicial stamp paper of the value of Rs.200/= at his own cost.

9.0 ARBITRATION

Any dispute arising out of this Tender shall be referred to a third party viz., any person nominated by the General Manager, BHEL/EPD, Malleswaram, Bangalore 560 012., in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules made there under. The award shall be final and binding on the parties. The jurisdiction in all such Arbitration cases shall be Bangalore pertaining to this Contract.

10.0 EARNEST MONEY DEPOSIT:

- 10.1 **A sum of Rs.60,000/- (Rupees Sixty thousand only) shall be deposited as Earnest Money Deposit along with the tender (Technical Bid only), payable in the form of Cash or 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.**

- 10.2 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.

- 10.3 Earnest money deposit will be refunded to unsuccessful Tour & Taxi Operators / Travel Agencies after acceptance of award of work by the successful tenderers.

- 10.4 Earnest money Deposit shall not carry any interest.



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Annexure - C

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

Essential Criteria for Evaluation of Technical Bids.

Sl. No.	Description	Contractor's Acceptance (Yes/No) / Remarks
1	Whether EMD (Rs._____) has been submitted along with Technical Bid and submitted Money Receipt for having collected the Tender document	
2	Whether the bidder is a Registered Tour/Travel Operator / Travel Agency (Copy of registration certificate shall be enclosed)	
3	Whether the Bidder has a regular establishment / office at Bangalore. The office shall have telephone, and E-mail facilities for booking of taxis. (Please indicate here your Contact Person, address, Mobile/telephone No. and E-Mail ID).	
4	Whether the bidder agrees to supply taxis for Local Trips within 1(one) hour of booking under normal conditions and within ½ (half-an-hour) under emergency conditions, and for Outstation Trips as specified by BHEL	
5	Whether the bidder has under his disposal a minimum of 03 to 06 (Three to Six) vehicles such as Tata Indica, Toyota Innova, Maruti Swift Dzire, etc registered for operating as Taxis. (Xerox copies of RC book to be enclosed).	
6	Distance from the Bidder's office/station to BHEL-EPD in KM & time required for conveyance of vehicle from there to EPD.	Distance:____Kms Time required:____Hours
7	Whether the average annual financial turnover of the bidder ending 31 st March of the last 3 financial years is at least 30% of the estimated value indicated in the NIT (documents showing Financial Turnover duly attested by a Chartered Accountant to be enclosed)	
8	Whether the bidder has the experience of having carried out similar works during last 3 years. (Similar work means supply of taxis on hourly/ daily Rate Contract basis). Copy of work order indicating value of work with certificate for satisfactory services / Completion certificate indicating the value of work executed should be enclosed.	
10	Indicate bidder's PAN details [enclose Xerox copy].	



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Annexure – C [Contd]

11	Indicate bidder's Service Tax Regn. No. [enclose Xerox copy]	
12	<p>Nature of Firm / Concern (Proprietor/Partnership/Pvt. Limited/Public Ltd.)</p> <p>Note: Please enclose</p> <p>1. In case of partnership firm, photo copy of the partnership deed. 2. In case of company, photo copy of the incorporation certificate. 3. In case of proprietorship, photo copy of the registration under Shops & Est. Act. 4. In case of any other legal entity, photo copy of the registration certificate.</p>	
13	Names, address and phone nos. of Partners/Proprietor/Directors	
14	Name of the Person(s) and designation authorized for signing the contract/dealing with BHEL	
15	Whether bidder is having any relative working in BHEL (if yes, provide name, staff no., designation and department.)	
16	Whether the bidder has quoted rates in the Price bid (both for local trip in 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, such Tenders shall be rejected	



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Annexure - D

17. Details of the various types of vehicles under the disposal of the bidder for deployment as Taxis (Xerox copy of RC books to be enclosed). In case the space provided is not sufficient, the bidders may use additional sheets for furnishing complete information.

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

Note: Use additional sheet if required

18. **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 – E1

PART - 2
PRICE BID (Local Trip)

To be kept in a sealed envelope super-scribed as 'PRICE BID(Local Trip)'

01. Name of the firm / vendor: _____

02. Schedule of rates:

Sl. No.	Rate details in Rs.	04Hrs/40Km	06Hrs/60Km	08Hrs/80Km	Rate for Extra running Km	Rate for Extra Hours	Cancel-lation Charges	Distance (Kms)from Travels to EPD*	Driver's Bata beyond 10:00pm & upto 6:00am
	Category of vehicles								
[1]	[2]	[3]	[4]	[5]	[6]	[7]	[08]	[09]	[10]
	Slab-wise Weightage [for internal use only] →	25	15	60	--	--		--	--
01	Tata Indica(AC) – Diesel Rate in Figures [Rs.]:								
	Rate in Words [Rs.]:								
02	Toyota-Innova(AC) – Diesel Rate in Figures [Rs.]:								
	Rate in Words [Rs.]:								
03	Tata Indigo(AC) – Diesel Rate in Figures [Rs.]:								
	Rate in Words [Rs.]:								
04	Maruti Suzuki Swift Dzire/ Etios (AC) - Diesel Rate in Figures [Rs.]:								
	Rate in Words [Rs.]:								

*Col.[9] Max. distance is restricted to 06[six] Kms "To & Fro" BHEL/EPD or actual distance whichever is less is considered for Evaluation of Price Bid

1. Bidders are required to quote their best rates for all types of vehicles for all the slabs, extra running KM, extra hour rate after 8 hours and Driver Bata.
2. The fuel prices per litre (Normal Petrol & Normal Diesel) prevailing 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.

SIGNATURE OF THE CONTRACTOR



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ANNEXURE – E2

PART - 2
PRICE BID (Outstation Trip)
{To be kept in a sealed envelope super-scribed as 'PRICE BID(Outstation Trip)'}

1. Name of the firm / vendor: _____

2. Schedule of rates:

Sl. No.	Rate details in Rs. Category of vehicles	Rate per KM	Minimum KM per day	Cancel-lation Charges	Distance from Travels to BHEL/EPD	Driver Bata upto 6.00AM to 10.00PM	Driver Bata after 10.00PM to 6.00AM
1	2	3	4	5	6	7	8
01	Tata Indica(AC) – Diesel Rate in Figures [Rs.]:		300				
	Rate in Words [Rs.]:						
02	Toyota-Innova(AC) – Diesel Rate in Figures [Rs.]:		300				
	Rate in Words [Rs.]:						
03	Tata Indigo(AC) – Diesel Rate in Figures [Rs.]:		300				
	Rate in Words [Rs.]:						
04	Maruti Suzuki Swift Dzire/ Eti-os (AC) – Diesel Rate in Figures [Rs.]:		300				
	Rate in Words [Rs.]:						

Note:

- Bidders are required to quote by quoting their best rates for all types of vehicles and driver Bata.
- The fuel prices per litre (Normal Petrol & Normal Diesel) prevailing on the date of Technical bid opening will be considered as base price for PVC clause.
- Interstate permit charges, toll charges, parking charges will be paid extra at actual for which documentary proof to be provided.
- A Day means the Calendar Day from 06:00am to 06:00am on the following day
- The rates quoted shall be excluding service tax.

SIGNATURE OF THE CONTRACTOR