



**BHARAT HEAVY ELECTRICALS LIMITED
INDUSTRIAL SYSTEMS GROUP,
MALLESWARAM, BANGALORE-560012**

TENDER NOTIFICATION NO: BHEL/ISG/HRM/TRPT/02

TENDER DOCUMENT FOR THE WORK OF :

TRANSPORT CONTRACT FOR

HIRING OF TAXIES

AT BHEL, INDUSTRIAL SYSTEMS GROUP
MALLESWARAM,
BANGALORE-560012

OPENING DATE : 7.7.2008

THIS TENDER DOCUMENT CONTAINS : 22 PAGES



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TENDER NOTIFICATION NO. BHEL/ISG/HRM/TRPT/02

PHONE: 22184040 / 22184028

NOTICE INVITING TENDERS

TENDER NUMBER : BHEL/ISG/TRPT/02 DT. 7.6.2008

NAME OF WORK : TRANSPORT CONTRACT FOR HIRING TAXIES

COMPLETION TIME : 24 MONTHS

ESTIMATED COST/ANNUM : Rs. 10 Lakhs

EARNEST MONEY DEPOSIT : Rs. 25,000/-

LAST DATE & TIME FOR THE RECEIPT
OF COMPLETED TENDER : BEFORE 3 PM ON **7.7.2008**

DATE & TIME FOR TENDER
OPENING (TECHNICAL BID) : AT 3.15PM ON **7.7.2008**

CONTRACTORS ARE ADVISED TO SUBMIT BID IN THREE SEPARATE COVERS
SUPERSCRIBING EACH ENVELOPE :

1. Technical and Commercial Bid alongwith unpriced copy of price bid (part A) Annexure - I
2. Price Bid (Part B) Annexure - II
3. EMD . Demand Draft for Rs.25000/- + Tender document DD for Rs.200/- for the tenders
Down loaded through web.

PLACE OF SUBMISSION OF TENDER : TO BE DROPPED IN ISG TENDER BOX KEPT
IN THE RECEPTION AREA AT BHEL
MALLESWARAM COMPLEX,
MALLESWARAM, BANGALORE-560012.

This tender document contains 22 pages including the following :
Scope of Work, Terms & Conditions . Technical (Part A) Annexure-I
Price Bid (part B) Annexure-II

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

Issued to :



**BHARAT HEAVY ELECTRICALS LIMITED
INDUSTRIAL SYSTEMS GROUP,
MALLESWARAM, BANGALORE-560012**

Tender Enquiry No.: BHEL/ISG/TRPT/02

Annexure-A

Rate contract for Hiring taxis on Contingency Requirement

General Instructions for the Tour & Taxi Operators /Travel Agencies

1. BHEL, Industrial Systems Group (BHEL/ISG) intends to hire various types of vehicles on rate contract basis for contingency requirement & VIP use from Contractors operating in and around Malleswaram/Rajajinagar/West of Chord Road/ Yeshwanthpura/Mathikere & Halasooru (Ulsoor)/M.G.Road/Indiranagar areas.
2. Tour & Taxi Operators/ Travel Agencies are required to go through instructions carefully and complete all the formalities as required. In the event of furnishing false information/incomplete information, the offer(s) shall be rejected and no correspondence shall be entertained in this regard.
3. **Tour & Taxi Operators/ Travel Agencies are required to submit the offer only in two separate parts (i) Technical Bid, unpriced copy of price bid (ii) Price Bid and iii) Demand Draft towards EMD. Each bid is to be kept in separate envelope, which should be properly sealed and superscribed.**

Three envelopes have to be put together in large envelope and sealed.
4. Information in respect of Technical bid and Price Bid are to be submitted in the prescribed Proforma as per Annexure-C and Annexure. D respectively.
5. All the entries in the Technical bid & Price bid should be clearly written in ink or typed and all the corrections are to be duly attested by the authorized person of the Tour & Taxi Operators/ Travel Agencies. They are also required to ensure that all the columns of Technical bid & Price bid are duly filled in. If any column/table is left blank, the offer is liable to be rejected.
6. Technical bid should accompany the demand draft for Earnest Money Deposit along with other relevant supporting documents. In case of non submission of Earnest Money Deposit along with Technical bid the offer is liable to be rejected.
7. **The Tour & Taxi Operators/ Travel Agencies are required to submit / drop duly filled in tender document before 15.00 Hours on 7.7.2008 in the BHEL/ISG tender box kept in Reception Area of BHEL – Malleswaram Complex, Bangalore – 560 012.**
8. The technical bid shall be opened on 7.7.2008 at 15.15 Hours at HRM Department of BHEL . Industrial Systems Group, Bangalore . 560 012 in the presence of Tour & Taxi Operators / Travel Agencies who choose to be present.



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9. Tour & Taxi Operators/ Travel Agencies or their representatives may attend the tender opening on the above mentioned date, time & place. No separate intimation will be given to Tour & Taxi Operators/ Travel Agencies for technical bid opening.
10. The sealed Price Bids of only those offers which are technically acceptable shall be opened later. The Tour & Taxi Operators/ Travel Agencies qualifying in technical bid will be intimated separately for participating in Price Bid opening.

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Annexure-B

Rate contract for Hiring taxis on Contingency Requirement

A) Special Terms & Conditions:

1. The contractor shall give quotations for the following categories of vehicles. The weightage for each category of vehicle is also given.

Sl. No	Type of Vehicles	Weightage
01	Maruti Van (Gas Fitted)	10
02	Tata Indica -diesel (Non A/C)	35
03	Tata Indica . diesel (A/C)	10
04	Toyota Qualies / Tavera / Tata sumo (Non A/C)	10
05	Toyota Qualies / Tavera / Tata sumo (A/C)	05
06	Ford Ikon / Hyundai Accent (A/C) - Petrol vehicles	10
07	Lancer/Honda City/Ford Fiesta(A/C)- Petrol vehicles	08
08	Toyota Innova A/C - Diesel vehicle	05
09	Tempo Traveler (Non A/C)	05
10	Tempo Traveler (A/C)	02

2. 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 does not includes services tax.
3. **All the rates should be quoted in figures and also in words in Price Bid Annexure-E. Any overwriting / Correction should be attested by the Bidder. If there is any discrepancy on words and in figures, the rate quoted in words shall be taken into account.**
4. All the offers received will be scrutinized and only technically qualified offers will be considered.

5. Evaluation Criteria of Bids

The following criteria will be followed:-

- i) Bidders are required to bid by quoting their Best rates for different types of vehicles in the Price Bid Format (Annexure-E - Local trip and outstation trip) enclosed.
- ii) The evaluation criteria to decide the relative position of Bidders shall be on the basis of Weighted Average Rate (R), which will be calculated as per the formula given below.
$$R = (r1 \times 10\%) + (r2 \times 35\%) + (r3 \times 10\%) + (r4 \times 10\%) + (r5 \times 5\%) + (r6 \times 10\%) + (r7 \times 8\%) + (r8 \times 5\%) + (r9 \times 5\%) + (r10 \times 2\%)$$
where r1, r2, r3, ..r10 are the sum of rates quoted for 4 hrs. 40 KM and 8 hrs. 80 KM by the Bidders for item no. 1 to 10 respectively in the Price Bid (Annexure- E) for Local trip. Bidders are required to quote for all the 10 types of vehicles including rates for extra hour, extra KM compulsorily failing which their price bid will not be considered.



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6. The overall L1 party shall be offered lowest picked up rates for acceptance and the same rates shall be counter offered to L2 & L3 parties for acceptance. If L2, L3 parties do not accept the offer then other parties in line (L4, L5 etc) will be counter offered lowest picked up rates. However, in case the lowest picked up rates are found to be unreasonable, BHEL reserves the right to negotiate the rates quoted by the Tour & Taxi Operators / Travel Agencies.
7. **BHEL reserves the right to award the contract to only one party or distribute / split the total requirements amongst maximum three parties. Such distribution to L1, L2 & L3 party will be at the rate of 55%, 25% & 20% respectively. Efforts would be made to maintain the said allocation of work. However, BHEL reserves the right to change the proportion of volume of business without assigning any reasons / intimation to the vendors.**
8. BHEL reserves the right to accept or reject any bid / all bids or cancel withdraw the invitation for bid without assigning any reason whatsoever and in such case no Tour & Taxi Operators / Travel Agencies shall have any claim arising out of such action by BHEL.
9. Belated and revised offers received after opening of the Technical Bid will not be considered, however, BHEL reserves the right to invite fresh tender or to negotiate for reduction in rates / terms of offer.
10. If any Bidder fails to deploy the vehicle after issuance of the work order in his favor, BHEL may forfeit the earnest money so deposited by him, terminate the contract and also initiate action to delist / ban future business dealings with such party.
11. All tenders shall remain valid for acceptance for a minimum period of 90 (ninety) days from date of Price Bid opening.
12. The base rate of fuel will be one prevailing on the date of Technical Bid opening.
13. All entries in the tender documents should be neatly written in ink or typed. Erasing and/or overwriting is not permitted. Bidder should attest the correction and insertions, if any, by putting his signature thereon.
14. The name, full address and phone numbers of the Tour & Taxi Operators / Travel Agencies should be furnished at appropriate place in the tender documents. In case of a partnership firm, the name and address of all the partners with a certified copy of the partnership deed shall be furnished along with the tender. All partners have to sign the tender documents unless the power of attorney has been given to any partner. In such case, copy of the power of attorney duly attested by a Gazetted officer must be attached with the tender.



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15. The details of employment of family members of any partner/proprietor/Director in BHEL should be disclosed separately in the application. Non disclosure of such information will be treated as suppression of fact and attract disqualification/cancellation of registration/contract. The family members means dependant wife/husband, sons, daughters, step sons, step daughter not separated from the employees by court decree and any other person related by blood/marriage dependant on employees.
16. The taxis supplied should not be owned by BHEL Employees and their dependants.

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

- i) The vendor should have registered as Tour & Taxi Operator / Travel Agency. Copy of registration certificate shall be enclosed.
- ii) Tour and Taxi Operators / Travel Agencies should have regular establishment / office at Bangalore and have to produce documentary evidence of registration to this effect. The office shall have telephone, fax and E-mail facilities for booking of taxis.
- iii) Tour and Taxi Operators / Travel Agencies should have minimum Twenty vehicles registered under Taxi permit in their name/firms name. Such vehicles registration should not be prior to 01.01.2006.
- iv) The Tour and Taxi operators / Travel Agencies should agree to supply taxis within 1 hour of booking in urgent/emergency cases.
- v) Tour and Taxi Operators / Travel Agencies should be able to supply vehicles for two to three days ranging from 1 to 40 persons at a time on a short notice to handle VIP delegations such as Parliamentary delegations or any other delegation / events. The Tour and Taxi operator / Travel Agency shall produce proof of having satisfactorily handled at least two such events in any of the organization in the last 3 years.
- vi) Tour and Taxi Operators / Travel Agencies should have PAN for deduction of TDS as per income Tax Act.
- vii) Tour and Taxi Operators / Travel Agencies should have service tax registration number as per service Tax Act.
- viii) The average annual financial turnover of the Tour & taxi operator / Travel agency during the last three years ending 31st March of the previous financial year, should be at least 30% of the estimated value indicted in the NIT.
- ix) The Tour & taxi operator / Travel agency shall have experience of successfully completed similar works during last 5 years either of the following. (Similar work means supply of taxis on contingency requirement basis or monthly hire basis). Copy of Work Order / Completion certificate to be enclosed.

a) Three similar completed works costing not less than the amount equal to 40% of the estimated value or



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- b) Two similar completed works costing not less than the amount equal to 50% of the estimated value or
c) One similar completed works costing not less than the amount equal to 80% of the estimated value.
x) **Solvency certificate for Rs.4.00 Lakhs.**

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	Maruti Van (Gas Fitted)
02	Tata Indica -diesel (Non A/C)
03	Tata Indica . diesel (A/C)
04	Toyota Qualies / Tavera / Tata sumo (Non A/C)
05	Toyota Qualies / Tavera / Tata sumo (A/C)
06	Ford Ikon / Hyundai Accent (A/C) - Petrol vehicles
07	Lancer/Honda City/Ford Fiesta(A/C)- Petrol vehicles
08	Toyota Innova A/C - Diesel vehicle
09	Tempo Traveler (Non A/C)
10	Tempo Traveler (A/C)

2. Measurement of the job

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

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

- i) 4 Hrs. / 40 KMs
- ii) 8 Hrs. / 80 KMs
- iii) Extra Running (KM)
- iv) Extra Hours

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

- v) Rate in Rupees per KM
- vi) Driver batta for outstation trip up to 10.00 PM
- vii) Driver batta for outstation trip after 10.00 PM



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Note:

- a) The shift from 4 Hrs. / 40 KM slab to 8 Hrs. / 80 KM slab would be after a grace period of one hour. i.e. 5 hours and above.
- b) Extra running KM (exceeding slab limit) would be paid at actual.
- c) 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.
- d) Dead KM distance is allowed (for actual distance or 10 KM whichever is less) for conveyance of vehicle from contractor's office to BHEL ISG and back from ISG to contractor's office. In case the reporting/release point is other than BHEL/ISG, distance from travels to reporting/releasing point at actual KM will be considered.

3. Payment to the Contractor

- i) Payment to be made to the contractor on the basis of actual work carried out.
- ii) The out station hiring charges will be paid for minimum 250 KMs per day. Driver batta would be paid as applicable. For outstation journey the rate for extra running per KM will be applicable.
- iii) The parking charges, toll tax, barrier tax, state border entry tax etc., during BHEL duty, will be paid extra by BHEL on actual against documentary proof.
- iv) Payment shall be made against bill after fulfilling the requirement of BHEL Trip sheets with the normal prescribed time.
- v) **Bills shall be submitted by the contractor along with a consolidated vehicle wise statement, on fortnightly basis, i.e., from 1st to 15th shall be submitted on or before 17th and bills from 16th to 30th/31st shall be submitted on or before 2nd of the subsequent month. The proforma for vehicle wise statement is enclosed (Annexure-D)**
- vi) Payment to the contractor will be made within 30 days. 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)
- vii) The final rates and charges will be inclusive of all charges like fuel, taxes, comprehensive insurance, payment to staff, vehicle maintenance, overhead expenditure etc. but will not include service tax. Service tax will be paid by BHEL to the contractor.
- viii) 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.
- ix) The rates finalized will be firm during the contract period. However, due to change in fuel prices, (a) 8 Hrs. / 80KMs, b) 4 Hrs. / 40KMs and (c) Extra Running (Per KM) shall be paid w.r.t. increase / decrease at the following rates per KM for every one Rupee or part therefore per liter increase / decrease in the cost of fuel subject to documentary evidence.



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The rate for extra hours, and driver batta will remain firm and no change will be admissible on any other account whatsoever.

Sl. No	Type of Vehicles	Fuel	PVC per KM per Rupee increase in fuel charge (in paisa)
01	Maruti Van (Gas Fitted)	LPG	08
02	Tata Indica -diesel (Non A/C)	Diesel	07
03	Tata Indica . diesel (A/C)	Diesel	08
04	Toyota Qualies / Tavera / Tata sumo (Non A/C)	Diesel	10
05	Toyota Qualies / Tavera / Tata sumo (A/C)	Diesel	13
06	Ford Ikon / Hyundai Accent (A/C) - Petrol vehicles	Petrol	10
07	Lancer/Honda City/Ford Fiesta(A/C)- Petrol vehicles	Petrol	11
08	Toyota Innova A/C - Diesel vehicle	Diesel	11
09	Tempo Traveler (Non A/C)	Diesel	12
10	Tempo Traveler (A/C)	Diesel	15

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

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

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

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

C. Contractual and legal obligations of the contractor:

1. General

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

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

- i) Contractor has to ensure that the taxi drivers are physically and mentally fit and do not have any criminal record. Such drivers should possess valid driving license and experience. The drivers should be able to communicate in Kannada, Hindi & English. The drivers of taxis for local trips should have



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good road knowledge of Bangalore and surrounding areas. The taxi drivers for outstation trips should have road knowledge of southern states.

- ii) The drivers shall be provided with mobile phone for communication.
- iii) The driver should be sent for periodical medical check up, especially eye check up by the contractor.
- iv) The contractor should also ensure that he / she will engage the vehicle with drivers who know the following genuine ethics and he/she will instruct to implement the same:-
 - a) *The driver should have minimum three years experience of driving in similar vehicles with proof of valid driving license.*
 - b) *The driver should keep the vehicle neat and clean daily / timely before reporting to the duty.*
 - c) *The driver should allow the passengers to get inside the vehicle and later only he should enter into car.*
 - d) *The driver himself should open and close doors for all passengers/customers while boarding and alighting the vehicle.*
 - e) *The driver shall not smoke / be drunk while on duty.*
 - f) *The drivers shall not use mobile phone while driving the vehicle.*
- v) Contractor will be responsible for the good conduct of his drivers. In case of any misconduct / misbehavior by any of his taxi drivers on duty, the contractor will replace such drivers immediately.
- vi) Contractor will keep watch on his taxi drivers and he will be liable for any pilferage / loss to BHEL due to acts of omission and commission by his taxi drivers. Similarly, liability for any compensation to outsiders on account of any act of omission and commission by the drivers deployed by the contractor shall lie exclusively with the contractor.
- vii) The contractor shall be responsible for enforcing all safety regulations as applicable under Motor Vehicles Act, 1988.
- 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 drivers should keep reasonable money to meet contingency expenditure while travelling local/outstation.

3. Towards statutory liability



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- i) The taxis should have covered all the provisions of Motor Vehicle Act, **1988** as in force from time to time, and fit for hire.
- ii) The liability for any compensation on account of injury sustained by a taxi driver of the contractor will be exclusively that of the contractor.
- iii) Route permit / National permit / Clearance from RTO or any other authority concerned and compliance of any other legal formalities connected with the contract have to be arranged by the contractor at his cost. BHEL doesn't take responsibility in this regard.
- iv) The contractor will ensure that all vehicles deployed under this contract agreement are covered by a comprehensive insurance policy. Under no circumstance shall BHEL be liable to compensate for any loss or damage that may be caused to / by the vehicles while engaged in discharges of the contractor's obligations under this contract.
- v) The contractor shall at his own expense reinstate and make good to the satisfaction of BHEL management and pay compensation for any injury to any person, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents), servants or employee of BHEL, the injury loss or damage arising out of or in connection with or during the execution or performed execution of the contract and further the contractor shall indemnify the BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL where BHEL is a private person, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise.

4. Towards supply of vehicles & Trip sheets

- i) Well maintained and road worthy vehicles will only be taken under the contract for providing services to BHEL. The deputed vehicles will be inspected by in charge, car pool, BHEL or by any other person authorized in this regard and if the vehicles are not found in road worthy condition, the same will be sent back, Replacement should be given within reasonable time.
- ii) Any mishap (i.e. fire or accident, etc.,) occurs en-route is the complete responsibility of the contractor. He is also responsible for the safe, comfortable and timely transport of the passengers/baggage.
- iii) If the contractor fails to supply the demanded number of vehicles within two hours for 3 occasions during the period of contract, he will be deemed to have defaulted in the performance of the contract and BHEL has the right to debar him from participation in the future contracts. BHEL reserves the right to engage any other vehicle at the cost and expenses of the contractor.
- iv) The taxi shall be kept in full readiness for the entire day's operation in respect of fuel availability and willingness of the drivers to drive the vehicle.



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- v) In case of breakdown of a taxi while on operation, the taxi should be replaced by an alternate vehicle within 30 minutes from the time of breakdown and the bill to be prepared should be for one vehicle only. No detention charges will be paid for breakdown. The log/trip sheets shall mention about the breakdown.
- vi) Taxis of required model only (i.e. model not earlier than 2006) should be sent to BHEL for operation. If any of the taxi model earlier than required above are found in operation at a later date, the charges for the particular taxi will not be paid.
- vii) The contractor shall not sub-let any portion of the contract without the prior approval of the Accepting officer.
- viii) BHEL also reserves the right to separately deal with any other taxi / vehicle providers during emergency circumstances or for use by VIPs and other dignitaries.
- ix) It is the responsibility of the drivers to get all the columns in the trip sheets filled and signed by the user. In case of loss of original trip sheet, BHEL reserves the right not to entertain the claim.
- x) Drivers should carry BHEL request form along with them. He shall ensure that Part-II of the request form (i.e. KM, Time, places & signature of user) is filled up by the user. Any correction/over writing shall be counter signed by the user before handing over to the driver of the taxi.
- xi) Keeping up of timely supply of taxis are essential for the contract. The taxis will be utilized for VIPs, Customers and Senior Executives who are to be treated well. The taxis should report to the required points as directed by Transport Section of BHEL/ISG 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 vehicles should be furnished with following items.
 - a) *The relevant documents like RC Book, driving license, comprehensive insurance policy, permit and pollution certificate etc.*
 - b) *The cars should be provided with foot matting and reverse horn.*
 - c) *Perfume spray should be provided inside the car.*
 - d) *A first aid box and a complaint register should be kept in the vehicle.*
 - e) *The cars should be provided with addition / emergency accessories like fan belt, Stephney, standard toolkit, spare bulb, fuses, and hose pipe etc., to attend emergency repairs.*

D. Rights and obligations of BHEL

1. In case the contractor does not carry out the contractual obligations or the services rendered by him are found to be unsatisfactory, BHEL shall bring same to his notice and he will be obliged to discharge the obligations and rectify the deficiency / anomaly within specified time failing which BHEL reserves the right to impose the specified penalty and / or terminate the contract without assigning any reason whatsoever. In such an event, no damages will be payable for short closure of the contract.



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2. In case of misbehavior, disobedience, dishonesty, clandestine insolvency, any court order, non- sanction of road permit or any other related activities on the part of contractor or his drivers deputed under the contract or on their failure to fulfill the terms and conditions of the contract, the contract may be terminated at any time without paying compensation whatsoever to the contractor.
3. BHEL reserves the right to short close the contract at its discretion at any point of time without assigning any reason thereof.
4. **PENALTY:** A penalty of Rs.100 (Rupees one hundred only) per occasion will be levied and deducted from the running bills or from the security deposit without any prior intimation to the contractor, in case:
 - i) *If the driver of the contractor does not follow any other motor vehicles safety rules.*
 - ii) *If the driver of the contractor is found not carrying BHEL placard given, along with his vehicles, not displaying in the front of the vehicles as well as at the exit point at airport, railway stations and hotels etc. as per the instruction of the Transport in-charge.*
 - iii) *If the taxi does not report to BHEL-ISG any other place in time as instructed by transport section.*
 - iv) *The decision of the Transport in-charge shall be final and binding in this regard.*
5. The decision of the BHEL regarding interpretation of any terms and conditions set forth in the Agreement shall be final and binding on the contractor.

E. Duration of the contractor

The duration of the contract shall be two years from the date of award of work.

F. Arbitration and Governing Law

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



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G. Signature of the Parties / Agreement

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

H. Earnest Money Deposit:

1. **A sum of Rs. 25,000/- (Rupees Twenty Five thousand only) shall be deposited as Earnest Money Deposit along with the tender (Technical Bid only), payable in the form of Crossed Demand Draft in favour of BHEL payable at Bangalore. DD for EMD should not be enclosed along with price bid. The DD should be enclosed with Technical bid only.**
2. Earnest money deposit will be refunded to unsuccessful Tour & Taxi Operators / Travel Agencies after acceptance of award of work by the successful tenderers.
3. Earnest money Deposit shall not carry any interest.

I. Security Deposit :

- a) The successful tenderer shall deposit the Security deposit. The rate of Security deposit will be as below :

Upto 10 lakhs	10%
Above 10 lakhs upto Rs.50 lakhs	Rs.1 lakh + 7.5% of the amount exceeding Rs.10 lakhs.

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

- b) Security deposit may be furnished in any one of the following forms
 - i) Cash (as permissible under the Income Tax Act)
 - ii) Pay Order, Demand Draft in favour of BHEL
 - iii) Local cheques of scheduled banks, subject to realization
 - iv) Securities available from Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharges on the back).
 - v) Bank guarantee from scheduled banks/public financial institutions as defined in the Companies Act subject to a maximum of 50% of the total security deposit value. The balance 50% has to be remitted either by cash or in the other form of security. The Bank guarantee format should have the approval of BHEL.
 - vi) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/c BHEL, duly discharged on the bank.



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- vii) Security Deposit can also be recovered at the rate of 10% from the running bills. However in such cases atleast 50% of Security Deposit should be deposited before start of the work and the balance 50% may be recovered from the running bills..
- viii) EMD of the successful tenderer shall be converted and adjusted against the security deposit.
- ix) The Security deposit shall not carry any interest.

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



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Annexure - C

Rate contract for Hiring taxis on Contingency Requirement

Essential Criteria for Evaluation of Technical Bids.

Sl. No.	Description	Contractor's Acceptance (Yes/No) / Remarks.
1	EMD to be submitted with Technical Bid	
2	Acceptance of Security Deposit clause	
3	Whether the vendor is registered as Tour and Travel Operator / Travel Agency (Copy of registration certificate shall be enclosed)	
4	Tour and Taxi Operators / Travel Agencies should have regular establishment / office at Bangalore and have to produce documentary evidence of registration to this effect. The office shall have telephone, fax and E-mail facilities for booking of taxis. Please indicate your address, telephone, fax and E-Mail ID.	
5	The Tour and Taxi operators / Travel Agencies should agree to supply taxis within 1 hour of booking in urgent cases.	
6	Tour and Taxi Operators / Travel Agencies should have minimum fifteen vehicles registered under Taxi permit in their name/firms name. Such vehicles registration should not be prior to 01.01.2006 (Xerox copy of RC book to be enclosed).	
7	Distance from Travel Agency to BHEL-ISG Malleswaram Complex in KM	
8	Tour and Taxi Operators / Travel Agencies should be able to supply vehicles for two to three days ranging from 1 vehicle to 40 vehicles at a time on a short notice to handle VIP delegations such as parliamentary delegations or any other delegation / events. The Tour and Taxi operator / Travel Agency shall produce proof of having satisfactorily handled at least two such events in any of the organization in the last 3 years (Proof means certificate from the organization where the vendor has handled such event satisfactorily)	



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9	The average annual financial turnover of the Tour & taxi operator / Travel agency during the last three years ending 31 st March of the previous financial year, should be at least 30% of the estimated value indicated in the NIT	
10	The Tour & taxi operator / Travel agency shall have experience of successfully completed similar works during last 5 years either of the following. (Similar work means supply of taxis on contingency requirement basis or monthly hire basis). Work Order copy/Completion certificate 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>	
11	Solvency certificate for Rs.4.0 Lakhs	
12	Tour and Taxi Operators / Travel Agencies should have PAN for deduction of TDS as per income Tax Act. Please indicate your PAN.	
13	Tour and Taxi Operators / Travel Agencies should have service tax registration number as per service Tax Act. Please indicate your service tax regn. No.	
14	Nature of Firm / Concern (Proprietor/Partnership/Pvt. Limited/Public Ltd.) Note: In case of partnership concern, please enclose photo copies of the partnership deed	
15	Names, address and phone nos. of Partners/Proprietors/Directors	
16	Name of the Person(s) and designation authorized for signing the contract/dealing with BHEL	
17	Whether vendor is having any relative working in BHEL (if yes, provide name, staff no., designation and department.)	



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18	Bills shall be submitted by the contractor along with a consolidated vehicle wise statement, 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. The proforma for vehicle wise statement is enclosed. (Annexure-D) Payment to the contractor will be made within 30 days. 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)	
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18. Details of the various types of vehicles owned by the vendor in his/her own name/firms name. Registration should not be prior to 01.01.2006 (Xerox copy of RC book to be enclosed)

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

15. 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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**PRICE BID (Local Trip) - Annexure - E
(To be kept in the envelope 'PRICE BID')**

1. Name of the firm / vendor:

2. Schedule of rates:

Sl. No.	Rate details in Rs.	4 hrs x 40KM	8 hrs x 80KM	Extra running KM	Extra Hour rate after 8 hrs.
	Category of vehicles				
01	Maruti Van (Gas Fitted)				
02	Tata Indica -diesel (Non A/C)				
03	Tata Indica . diesel (A/C)				
04	Toyota Qualies / Tavera / Tata sumo (Non A/C) - diesel vehicle				
05	Toyota Qualies / Tavera / Tata sumo (A/C) - diesel vehicle				
06	Ford Ikon / Hyundai Accent (A/C) - Petrol vehicles				
07	Lancer/Honda City/Ford Fiesta(A/C)- Petrol vehicles				
08	Toyota Innova A/C - Diesel vehicle				
09	Tempo Traveler (Non A/C) - diesel vehicle				
10	Tempo Traveler (A/C) - diesel vehicle				

3. Base Price of Fuel i) Diesel _____ ii) Petrol _____ iii) LPG (Gas) _____

4. Remarks, if any: _____

Signature with seal

Note: In case any vendor not indicating Base Fuel prices at point 3 above, the price of fuel as on date of opening of Technical Bid, will be taken.



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**PRICE BID (Outstation) - Annexure - E
(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	Rate per KM	Minimum KM per day	Driver batta up to 10.00 PM	Driver batta after 10.00 PM
01	Maruti Van (Gas Fitted)		250		
02	Tata Indica -diesel (Non A/C)		250		
03	Tata Indica . diesel (A/C)		250		
04	Toyota Qualies / Tavera / Tata sumo (Non A/C) - diesel vehicle		250		
05	Toyota Qualies / Tavera / Tata sumo (A/C) - diesel vehicle		250		
06	Ford Ikon / Hyundai Accent (A/C) - Petrol vehicles		250		
07	Lancer/Honda City/Ford Fiesta(A/C)- Petrol vehicles		250		
08	Toyota Innova A/C - Diesel vehicle		250		
09	Tempo Traveler (Non A/C) - diesel vehicle		250		
10	Tempo Traveler (A/C) - diesel vehicle		250		

3. Base Price of Fuel i) Diesel _____ ii) Petrol _____ iii) LPG (Gas) _____

4. Remarks, if any: _____

Signature with seal

Note:1. In case any vendor not indicating Base Fuel prices at point 3 above, the price of fuel as on date of opening of Technical Bid, will be taken.

2. Interstate permit charges, toll charges, parking charges will be paid extra at actual for which documentary proof to be provided.

3. A Day means 24 hours from starting time of the trip.