

RE:MUM:HRD:TT 0217:

06.10.2010

M/s.

Control No.

Dear Sirs,

Sub: Rate contract for hiring of AC / Non-AC cars on daily / monthly basis.

Bharat Heavy Electricals Limited, a Govt. of India Undertaking with it's Regional Office located at 15th floor, Centre I , World Trade Centre, Cuffe Parade, Mumbai – 400 005 intends to enter into a rate contract for hiring of AC cars on daily / monthly basis and therefore invites bids.

Scope of Work :

A) Monthly Contract Basis (monthly rate):

- Indica AC on monthly basis – 2 nos.

B) Daily Basis (As per requirement):

- Indica AC
- Tata Indigo / Esteem AC
- Tata Sumo / Qualis AC / Non-AC
- Lancer AC
- Honda City AC
- Logan
- Maruti Desire
- Maruti SX4
- Ford Festa
- Ford icon
- Hundai Ascent
- Honda Accord & other similar luxury cars.
- Scorpio / Tavera AC
- Innova AC
- Toyota Corolla / Skoda AC

- Toyota Camry
- Mercedes – C

The tender is to be submitted in three parts i.e. :

Prequalification Bid (Part ‘A’) – Envelope 1 superscribing at the top of the envelope as “Tender for Hiring of Tourist Taxi – Prequalification Criteria”

Technical Bid (Part ‘B’) – Envelope 2 superscribing at the top of the envelope as “Tender for Hiring of Tourist Taxi – Technical Bid”

Price Bid (Part ‘C’) – Envelope 3 superscribing at the top of the envelope as “Tender for Hiring of Tourist Taxi – Price Bid”

The format for all the three parts (Part ‘A’, Part ‘B’ and Part ‘C’) is enclosed herewith. All the three bids to be sealed in separate envelopes with the label as “Prequalification Criteria”, “Technical Bid” and “Price Bid”. These three envelopes to be sealed in another envelope along with covering letter and Earnest Money Deposit and superscribed with “Tender for Hiring of Tourist Taxi”.

For the monthly vehicles garage to garage distance will be 15 kms. or the actual distance from the garage to BHEL, World Trade Centre office whichever is less, for both opening and closing and one hour per day.

For daily vehicles for opening the garage distance will be taken as 15 kms. and at actual for closing.

BHEL reserves the right to reject any or all the offers without giving any reasons thereof.

BHEL will award the contracts separately for “Monthly Cars” and “Daily Cars” to the L1 parties of the respective categories as per the evaluation criteria – Annexure – I.

The tenders are to be submitted at 15th floor tender box on or before 19.11.2010 (3.00 p.m.) addressed to Dy. General Manager (HR), Regional Operations Division, Bharat Heavy Electricals Limited, 15th floor, Centre I, World Trade Centre, Cuffe Parade, Mumbai – 400 005.

Offers through telegram / fax shall not be acceptable. Late tenders are not acceptable.

Initially the Prequalification Bid shall be opened on the date of submission at 3.30 p.m. and the technical bids of the qualified parties shall be opened in front of tenderers who wish to be present on the date to be informed by BHEL subsequently.

After scrutiny, the price bids of the technically qualified bidders shall be opened in front of the successful bidders who wish to be present on the date to be informed by BHEL subsequently.

The price bids submitted by the technically qualified bidder shall be evaluated as per the evaluation criteria furnished in Annexure – I.

Thanking you,

Yours faithfully,
For Bharat Heavy Electricals Limited,

(A.K. Sinha)
Dy. General Manager (HR)

Encl: Part 'A', Part 'B' and Part 'C'

PRICE BID
PART 'C'
ENVELOPE 3

A) Monthly Cars:

- Indica AC (on monthly basis)

i) Indica AC

Per month for 2400 kms / 300 hrs per vehicle	Rs.	/p.m.
Rate per additional hour (beyond 300 hrs. per vehicle per month)	Rs.	/hour
Rate per additional kilometer (beyond 2400 kms. per vehicle Per month)	Rs.	/km

B) Daily Cars:

(i) Indica AC per day (As per request)

Rate for 80 kms / 8 hours	Rs.	/day
Rate per additional hour (beyond 8 hrs.)	Rs.	/hour
Rate per additional kilometer (beyond 80 kms.)	Rs.	/km

ii) Tata Indigo / Esteem A/C per day (As per request)

Rate for 80 kms / 8 hours	Rs.	/day
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	Rate per additional hour (beyond 8 hrs.)	Rs.	/hour
	Rate per additional kilometer (beyond 80 kms.)	Rs.	/km
iii)	Tata Sumo / Qualis Non-A/C per day (As per request)		
	Rate for 80 kms / 8 hours	Rs.	/day
	Rate per additional hour (beyond 8 hrs.)	Rs.	/hour
	Rate per additional kilometer (beyond 80 kms.)	Rs.	/km
iv)	Tata Sumo / Qualis A/C per day (As per request)		
	Rate for 80 kms / 8 hours	Rs.	/day
	Rate per additional hour (beyond 8 hrs.)	Rs.	/hour
	Rate per additional kilometer (beyond 80 kms.)	Rs.	/km
v)	Lancer AC per day (As per request)		
	Rate for 80 kms / 8 hours	Rs.	/day
	Rate per additional hour (beyond 8 hrs.)	Rs.	/hour
	Rate per additional kilometer (beyond 80 kms.)	Rs.	/km
vi)	Honda City AC per day (As per request)		
	Rate for 80 kms / 8 hours	Rs.	/day
	Rate per additional hour (beyond 8 hrs.)	Rs.	/hour
	Rate per additional kilometer (beyond 80 kms.)	Rs.	/km
vii)	Scorpio / Tavera AC per day (As per request)		
	Rate for 80 kms / 8 hours	Rs.	/day

	Rate per additional hour (beyond 8 hrs.)	Rs.	/hour
	Rate per additional kilometer (beyond 80 kms.)	Rs.	/km
viii)	Innova AC per day (As per request)		
	Rate for 80 kms / 8 hours	Rs.	/day
	Rate per additional hour (beyond 8 hrs.)	Rs.	/hour
	Rate per additional kilometer (beyond 80 kms.)	Rs.	/km
ix)	Toyota Corolla / Skoda AC per day (As per request)		
	Rate for 80 kms / 8 hours	Rs.	/day
	Rate per additional hour (beyond 8 hrs.)	Rs.	/hour
	Rate per additional kilometer (beyond 80 kms.)	Rs.	/km
x)	Honda Accord / similar luxury cars per day (As per request)		
	Rate for 80 kms / 8 hours	Rs.	/day
	Rate per additional hour (beyond 8 hrs.)	Rs.	/hour
	Rate per additional kilometer (beyond 80 kms.)	Rs.	/km
xi)	Toyota Camry AC per day (As per request)		
	Rate for 80 kms / 8 hours	Rs.	/day
	Rate per additional hour (beyond 8 hrs.)	Rs.	/hour
	Rate per additional kilometer (beyond 80 kms.)	Rs.	/km
xii)	Mercedes AC per day (As per request)		
	Rate for 80 kms / 8 hours	Rs.	/day

	Rate per additional hour (beyond 8 hrs.)	Rs.	/hour
	Rate per additional kilometer (beyond 80 kms.)	Rs.	/km
C)	Night Halt Charges (for outstation duties)	Rs.	/night

Note:

- Model of the vehicle to be provided on hire basis shall not be older than October, 2008. For luxury car models i.e. sl.no. (x) to (xii) the model of the vehicle shall be relaxed to 3 years i.e. not older than October, 2007.
- All taxes and other duties at actuals.
- Toll charges/parking charges reimbursement subject to production of receipts.
- No other charges shall be considered for payment
- For 4 hours and 40 kms prorata 50% payment shall be considered.

TECHNO COMMERCIAL BID - PART 'B'- ENVELOPE 2

Sl.No.	Description	Accepted
1	<p>Payment of Rs.20000/- towards Earnest Money Deposit to be submitted along with the offer. Demand Draft no. dated</p> <p>Earnest Money shall, in addition, be forfeited in case of the following:</p> <ol style="list-style-type: none"> On withdrawal of the bid or increase in rates or change in bid conditions after opening of the tender. On refusal to enter into a contract after the award of contract. If operations of the contract are not commenced from the date indicated in the award of the contract. <p>EMD furnished by the successful bidder shall be converted into security deposit towards contract performance guarantee and shall be refunded three months after date of expiry / completion of the contract. In the event of the agency failing to comply with any provision of the contract, the security deposit shall be forfeited by BHEL.</p>	
2	<p>Party has to deposit security deposit at the following rates of the annual contract value.</p> <p>Upto Rs.10 lakhs .. 10%</p> <p>Above Rs.10 lakhs and upto .. Rs. 1 lakh + 7.5% of</p> <p>Rs.50 lakhs the amount exceeding Rs.10 lakhs</p> <p>Security deposit may be furnished in any of the following forms:</p> <ol style="list-style-type: none"> 50% in cash / pay order / demand draft Local cheques subject to realization Balance 50% in the form of bank guarantee from scheduled banks / financial institutions or National 	

	<p>Saving Certificates / Kissan Vikas Patra in favour of BHEL.</p> <p>Security deposit to be furnished within a week of issue of LOI. Security deposit shall not carry any interest. Security deposit in normal case will be refunded after three months of expiry of successful contract.</p>	
3	The evaluation of the bids shall be as per the evaluation criteria in Annexure – I enclosed herewith.	
4	BHEL reserves the right to award the contract separately for “Monthly Cars” and “Daily Cars” to the L1 parties of the respective categories as per the evaluation criteria – Annexure – I.	
5	The contract for hiring of taxis shall be initially for a period of two years. BHEL reserves the right to extend the same for one more year on the same rates, terms and conditions.	
6	<p>During the period of the contract, if there is a variation in the diesel prices the hiring rate of the vehicle shall be increased / decreased as per the under mentioned formula.</p> <p>(a) For non-AC cars Rs.0.08 per Rupee per km.</p> <p>(b) For AC cars Rs.0.10 per Rupee per km.</p> <p>Diesel price prevailing on the date of the contract shall be considered as the base rate.</p>	
7	Successful bidder has to abide by the rules and regulations of local / national traffic rules without any additional financial implications to BHEL.	
8	Vehicles should be marked as Tourist Taxi with “T” and should not be more than two years old and the model should not be older than October, 2008. For luxury cars the same shall be relaxed to three years and should not be older than October, 2007 but should be maintained in good aesthetic and working condition.	
9	All the vehicles should be in upto date condition, properly cleaned and dusted with white / light shade seat cover when sent on duty to BHEL at any time day or night. The fuel tank of the vehicle should be full. The vehicle should be fully road worthy, free from dents and in presentable condition.	
10	Private cars owned or hired by the parties shall not be acceptable for regular monthly vehicles.	
11	The contractor should have a full fledged office with proper office equipment for booking the vehicles and personnel shall be available round the clock including holidays.	
12	Since BHEL is certified for HSE Management system it is mandatory that all the requirements of the Motor Vehicle Act 1988, Central Motor Vehicle Rules 1989, and the Children Labour (Prohibition & Regulation) Act 1986, copies of which	

	are enclosed with the tender are to be complied with.	
13	All the vehicles must have the required accessories like jack, tool kit, stepney and first aid box. The drivers must know the changing of wheels and other small maintenance of the vehicles.	
14	The contractor shall maintain the log sheet / duty slip for every trip / requisition. The log sheet / duty slip should be got signed by the driver from the user along with the name of the user which would indicate the opening and the closing meter reading with point of starting / ending the journey, the reporting and releasing time. Proper maintenance of log book is very essential and payment will be made on the basis of correct, certified log book.	
15	Bills and log books should be clean without any over writing, corrections etc. Bills and other documents should be submitted in original.	
16	Instructions whether the car is required for the subsequent days during the stay in Mumbai may also be taken from the users.	
17	In case of break down / failures the contractor shall provide alternate vehicle with the driver within one hour. In case the same is not done this will be considered as non-availability of car and BHEL shall have the right to engage the car at the risk and cost of the party. Additional cost shall be deducted from the running bills of the party.	
18	<p>Penalty Clause:</p> <p>(a) For vehicles hired on daily basis : If the vehicle provided by the contractor does not report in time and / or not in good condition (not maintained properly) / without proper documents and also the model is older than October, 2008 then the vehicle may be rejected and sent back. No payment shall be made on account of the vehicle so rejected.</p> <p>(b) For vehicles hired on monthly basis : If the vehicle does not report for duty on time and/or is not in good condition and without proper documents and also the model is older than October, 2009, then the vehicle may be rejected and sent back. No payment shall be made on account of vehicle so rejected for that period and the penalty shall be calculated on per day basis taking into account the monthly rates quoted.</p> <p>If the replacement vehicle is sent by the contractor within the revised schedule intimated to him on</p>	

	<p>rejection of the original vehicle and the same is accepted by the company, no penalty will be imposed on the contractor.</p> <p>However, if the company is required to arrange replacement vehicles from another source to meet the schedule, then the same shall be at the risk and cost of the contractor and the additional cost, if any, shall be recovered from the running bills of the party.</p>	
19	The contractor shall provide substitute driver in case the deputed driver takes leave or does not report for duty or is absent from the duty for any reason whatsoever. This would be especially applicable for vehicles taken on monthly hiring basis.	
20	<p>For the monthly vehicles garage to garage distance will be 15 kms. or the actual distance from the garage to BHEL, World Trade Centre Office, whichever is less, for both opening and closing and one hour per day.</p> <p>For daily vehicles for opening garage distance will be taken as 15 kms and at actual for the closing.</p>	
21	All the vehicles sent to BHEL should be covered by comprehensive insurance including the driver and the passengers. Copy of the policy to be submitted within one week of issue of work order.	
22	For outstation trips i.e. outside the limits of BMC, Navi Mumbai and Thane Municipal Corporation payment will be calculated on the basis of actual kms. travelled. Night halt charges (if any) will be given for outstation journeys only. In case, if a monthly car is used for outstation duty, the actual kilometers and actual hours utilized per outstation duty shall be added to the actual kilometers and actual hours used for the respective month for arriving at the total kilometers / hours used for that particular month for the particular category of vehicle	
23	Occasionally if instead of a monthly basis car, a bigger / luxury car is required, then the contractor shall provide the same and the difference of rates derived from the monthly rates for such cars and daily rates for replacement cars (any of the bigger cars in the rate schedule) shall only be paid.	
24	<p>Validity of the offer :</p> <p>Three months from the due date of submission.</p>	
25	BHEL reserves the right to reject any or all quotations without assigning any reasons whatsoever.	
26	Separate work orders shall be issued by BHEL for monthly rate contract and daily rate contract.	

27	Successful bidder shall be given one week notice for placement of vehicles.	
28	<p>Payment Terms :</p> <p>All the bills / documents along with duly filled in log book for the calendar month may be submitted by the 7th of the next month.</p> <p>Payments shall be released within 15 working days on submission of all the documents (if in order).</p>	
29	The party has to submit self attested copies of registration book for the vehicles likely to be deployed for BHEL on issue of Work Order. BHEL reserves the right to inspect the conditions of the vehicle before the award of the contract and also anytime during the contract period to ascertain that the vehicle being offered is as per the contractual terms and conditions.	
30	Normally BHEL shall provide sufficient notice three to four hours while booking the vehicles being requisitioned on request basis. But, in case of emergency the vehicle should be provided even at short notice of half an hour to one hour.	
31	The drivers must be literate, smart, polite, courteous and well dressed in white terricot uniform, with shoes, gloves and cap while on duty which shall be provided by the contractor.	
32	Drivers should be well behaved, well mannered and decent. Any driver found misbehaving with the guests shall be reported to the contractor and he shall take immediate and appropriate action to avoid such incidence in the future. The drivers shall not be permitted to drive under the influence of Alcohol and similar substances.	
33	Drivers should have sufficient experience and possess valid driving licence. The licence should be produced for inspection as and when desired by the office / the user. They should not have any criminal / police record. The drivers should be fully conversant with the various routes within the BMC limits, Navi Mumbai and Thane Municipal Corporation Limits. The drivers deputed for outstation locations such as Pune, Nasik, Shirdi, Baroda etc., shall be conversant with the local routes and roads.	
34	Drivers must carry sufficient cash to pay for airport toll, municipal parking charges, fuel when required and emergency maintenance. They should also have enough cash for taking care of their own lunch / dinner and shall not ask for any tips from any of the BHEL employees / guests. In no case money should be borrowed from the user of the car / BHEL guests for the above purposes.	

35	All the drivers must have a working mobile telephone and log book. The mobile nos. of the drivers should be handed over to the guests using the car for convenience of the users. It is preferable that the mobile nos. of the drivers be informed at least twelve hours before the duty time and the drivers should not be changed. If they are changed, then our office should be informed well in advance so that the same could be communicated to the guests. For the vehicles that are being requisitioned for VVIPs preferably the same driver should continue for better coordination and their mobile numbers should not be changed.	
36	Driver should carry placard (preferably laser print on computer) with BHEL shown distinctly on the top with all the particulars of the guests arriving with the details of flight / rail details etc., for easy identification by visiting BHEL guests. Placards of paper or file covers shall not be acceptable. It is preferable to have a placard in wood / durable hard plastic with handle to carry.	
37	Drivers must report in time to BHEL concerned officials.	
38	The driver has to park the vehicle in BHEL parking place inside the World Trade Centre compound.	
39	The representative of the contractor should confirm the time, date and place where the vehicle has to report with our office for the vehicles booked on daily basis.	
40	The representative of the contractor also must recheck with the guests / users whether the vehicle has reported in time to the guests or not.	
41	The drivers must have a suggestion / complaint book while on duty with BHEL and provide them to the users when requested.	
42	During the contract period, if the vehicle is seized / detained / impounded by the Police / Transport Authority for any reason whatsoever, it would be at sole risk / expenditure / responsibility of the contractor.	
43	In case any car fails to report for duty at the stipulated time, it will not be accepted for duty and no payment shall be made for that trip.	
44	In case contractor fails to carry out the jobs as per terms and conditions of the contract, the security deposit is liable to be forfeited without prejudice to any other rights, which the company may have under this contract.	
45	If the car is involved in any accident or mishap and as a result thereof any employee or employees of BHEL suffer any injury or die and BHEL pays or has to pay compensation and / or damages to such employee or employees or his / their heirs, as the case may be, whether pursuant to the provisions	

	<p>of any law or otherwise, then the contractor shall be liable to pay to BHEL the amount of all such compensation or damages.</p> <p>This will be in addition to the recovery of losses which shall have to be reimbursed to the authorized commuters for to and fro journey from their respective offices.</p>	
46	<p>If at any time the contractor defaults in proceeding with the work with due diligence and continues to do so or commit any default in complying any of the terms and conditions even after the notice in writing is given at least three times repeatedly, BHEL may, without prejudice to any other right to remedy which shall have accrued or shall accrue thereafter to BHEL, terminate the contract as a whole or in part thereof. The notice will be deemed to have been served as and when sent to the address given in the tender by courier / registered post.</p>	
47	<p>The contractor shall also ensure to comply with all the Labour Laws i.e. Minimum Wages Act, P.F. Act, ESI Act etc., as applicable and a certificate of compliance as above shall be enclosed with your bill. BHEL shall in no case, be held responsible for any non-compliance on the above by you.</p>	
48	<p>Force majeure means suspension of traffic services due to rains, floods, earthquake, bandhs, strikes, riots and lockouts in BHEL. For non-availability of the car during the force majeure period, no penalty will be leviable on the contractors as stipulated in the tender.</p>	
49	<p>The party shall indemnify BHEL for all the losses / damages occurred during the contract for the operation of the vehicles by the drivers.</p>	
50	<p>Arbitrator in case of any arbitration / differences in execution of contract shall be one of the BHEL Executives at the level of DGM and above who shall be sole Arbitrator and his decision will be final.</p>	

Signature of the Party

**BHARAT HEAVY ELECTRICALS LIMTIED
15TH FLOOR CENTRE - I, W.T.C.
CUFFE PARADE, MUMBAI - 400 005**

TENDER FOR HIRING OF TOURIST TAXIS

SUBMISSION DATE : 19TH NOVEMBER, 2010 - 3.00 PM

OPENING DATE : 19TH NOVEMBER, 2010 - 3.30 PM