



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

Tender Document for

Rate Contract for Hiring of Taxis on Monthly basis

Opening date: 05.02.2016
This Tender document contains 25 Pages



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

PART-1 (Technical Bid - Page 1 to 21)

Phone: 26998464 / 26998206

NOTICE INVITING TENDER

1. Tender Reference : **BHEL/EDN/516/MH-01/2016 Date: 14.01.2016**
2. Name of the work : Rate Contract for Hiring of taxis on monthly basis
3. Duration of Contract : 24 Months
4. Estimated cost : Rs. 96.00 Lakhs.
5. Earnest money deposit : Rs. 1,00,000/- (Rupees One Lakh only)
6. Last date and time for the : Before 13.00 Hours on 05.02.2016
Submission of completed tender
7. Date and time for tender opening : At 13.30 Hours on 05.02.2016
8. Place of submission of completed tender: To be dropped in the FS&T TENDER
BOX (Box No.7) kept in the Reception Area at
BHEL, Electronics Division, Mysore Road,
Bangalore – 560 026

This tender document contains 25 pages including General Instructions to the bidders, Minimum qualification of the bidders, Scope of work and Terms & Conditions, Price bid etc. as follows.

1. Annexure-A - General Instructions for the bidders
2. Annexure-B - Minimum qualification of the bidder, Scope of work and terms & Conditions.
3. Annexure-C - Essential criteria for Evaluation of Technical bid.
4. Annexure-D1 & D2 - Price Bid

Issued to:

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



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Annexure-A

Rate Contract for Hiring of Taxis on Monthly basis
General Instructions to the Bidders

1. BHEL, Electronics Division (BHEL-EDN) intends to hire 11 Air-conditioned (AC) Tata Indica-Diesel cars, model: 2014 and onwards & 1 Air-conditioned Maruti-Swift-Dzire-VDi/Toyota-Etios diesel car, model: 2015 and onwards on monthly rate contract basis for deployment in Transport pool to cater to the day-to-day requirement. The requirement of number of taxis may *decrease/increase* depending upon the actual need. The contractor should meet the changing requirement (*increase/decrease* in number of taxis) of these monthly hired taxis. These vehicles shall be at the operational disposal of BHEL – Electronics Division, Mysore road, Bangalore – 560 026.
2. Bidders are required to go through instructions carefully and complete all the formalities as required. In the event of furnishing false information/incomplete information, the offer(s) shall be rejected. In case bidders require any clarification, they may contact Transport dept of BHEL-EDN before submitting their bids.
3. The name of the bidder with full official address, telephone numbers, and e-Mail ID should be furnished. In case of partnership firm, the name and addresses of all the partners together with a certified copy of the partnership deed shall be furnished along with the tender. All parties have to sign the tender document unless signed by the power of Attorney holder. In the later case of power of Attorney duly attested by Gazetted officer must accompany the tender. In case of Limited Companies, duly authorized representative shall only sign the bid document and in case of proprietorship, proprietor shall himself sign the bid document, for proper validation.
4. Bidders are required to submit the offer only in two separate parts (i) Technical Bid (**Page 1 to 21**) and (ii) Price Bid (**Page 22 to 25**). Each bid is to be kept in separate envelope, which should be properly sealed. Tender reference, tender opening date shall be written on the envelopes along with type of bid. Both envelopes have to be put together in large envelope and sealed.
5. Information with respect to Technical bid and Price Bid are to be submitted in the prescribed Proforma as per Annexure-C and Annexure–D1 & D2 respectively.
6. Bidders shall fill in all the required particulars in the blank spaces provided for this purpose in the tender document and also sign each and every page of the tender document before submitting the tender. All the entries in the Technical bid & Price bid should be clearly written in ink or typed and corrections if any are to be duly authenticated by the bidder.



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7. **Technical bid should accompany the demand draft for Earnest Money Deposit (EMD) for Rs.1,00,000/= along with other relevant supporting documents. The bids submitted without EMD are liable to be rejected. EMD of the bidder will be forfeited if (a) after opening the bid, the bidder revokes his bid within the validity period or increases his earlier quoted rates. (b) the bidder does not commence the work within the period as per LOI / Contract.**
8. Earnest money deposit will be refunded to unsuccessful bidders after acceptance of award of work by the successful tenderer. Earnest Money Deposit shall not carry any interest.
9. This tender document shall be deemed to form an integral part of the contract to be entered to this work.
10. The Bidder shall be responsible for all acts and omissions of their staff and liabilities arising out of the acts and omissions of such staff will be borne by the Bidder. BHEL shall in no way be responsible for any such acts, omissions or any liabilities arising there from.
11. **The bidders are required to submit / drop duly filled in tender document before 13.00 Hours on 05.02.2016 in the FS&T tender box (Box No.7) kept in Reception Area of BHEL – Electronics Division, Mysore road, Bangalore – 560 026.**
12. The technical bid shall be opened on **05.02.2016 at 13.30 Hours** at Reception area of BHEL – Electronics Division, Bangalore – 560 026 in the presence of bidders who choose to be present.
13. *Tenders received after the specified time of their 'Submission' are treated as Late Tenders and shall not be considered.*
14. Bidders or Bidder's 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.
15. The sealed price bids of only those offers which are technically acceptable shall be opened later. The bidders qualifying in technical bid will be intimated separately for participating in Price bid opening.



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16. Tenders should remain valid for acceptance for a minimum period of **ninety (90) days** from the date of Technical bid opening. The rates quoted should be firm for a period of **two years** from the date of acceptance of the tender except for adjustment in hiring rates due to change in Fuel Price.
17. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the bidders who resort to canvassing will be liable to rejection.
18. The competent authority on behalf of BHEL reserves the right of accepting the whole or any part of the tender and the bidder shall be bound to perform the same at the rates quoted. This Notice Inviting Tender shall form a part of the contract document. The successful bidder/contractor, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work sign the contract consisting of the Notice inviting Tender, all the documents including Tender of contract, General rules and directions, clauses of contract, proforma of schedules, safety code, Model rules, contractors labour regulations, proforma of registers, special instructions to tenderers and specifications if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
19. Bidder shall also be aware of the regulated/restricted timings at BHEL due to security considerations and regulations for entry and exit of his employees, obtaining police verification certificates for employees he may deploy in BHEL, staff and self etc.
20. *The Bidder along with its associate/collaborators/sub-contractors/sub-vendors/consultants/service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.*

20.1 Fraud Prevention policy and list of Nodal Officers shall be hosted on BHEL website, vendor portals of Units/Regions intranet.



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Annexure-B
Rate Contract for Hiring of Taxis on Monthly basis

Minimum Qualification Requirements of the bidders:

- a) The Bidder must be a registered Tour and Taxi Operator / Travel Agency. Copy of valid registration certificate shall be enclosed.
- b) The Bidder should have regular establishment / Office at Bangalore and have to produce documentary evidence of registration to this effect. The office shall have telephone, and E-mail facilities.
- c) The average annual financial turnover of the Bidder during the last three years ending 31st March of the previous financial year, should be at least 30% of the estimated value indicted in the NIT.
- d) The Bidder shall have experience of successfully completed similar works during last 7 years as per the details hereunder. (Similar work means supply of taxis on monthly hire basis or contingency requirement basis).
 - i) *Three similar completed works costing not less than the amount equal to 40% of the estimated value mentioned in NIT or*
 - ii) *Two similar completed works costing not less than the amount equal to 50% of the estimated value mentioned in NIT or*
 - iii) *One similar completed work costing not less than the amount equal to 80% of the estimated value mentioned in NIT.*

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

- e) Bidder shall submit a Solvency certificate for Rs.5.00 Lakhs from a Nationalized / Scheduled Bank of date not earlier than 12 months on the date of tender opening (Technical Bid)
- f) The Bidder should have PAN as per Income Tax Act and Service Tax registration number as per Service Tax Act.
- g) The Bidder should submit Earnest Money Deposit for Rs. 1,00,000/= in the form of Demand Draft in favor of BHEL along with Technical bid.



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SCOPE OF WORK AND TERMS & CONDITIONS

A. Special Terms & Conditions:

1. BHEL, Electronics Division (BHEL-EDN) intends to hire 11 Air-conditioned (AC) Tata Indica-Diesel cars, model: 2014 and onwards & 1 Air-conditioned Maruti-Swift-Dzire-VDi/Toyota-Etios diesel car, model: 2015 and onwards on monthly rate contract basis for deployment in Transport pool to cater to the day-to-day requirement. The requirement of number of taxis may *decrease/increase* depending upon the actual need. The contractor should meet the changing requirement (*increase/decrease* in number of taxis) of these monthly hired taxis. These vehicles shall be at the operational disposal of BHEL– Electronics Division, Mysore road, Bangalore – 560 026.
2. i) Quotations shall be given on lump sum basis for 2000 KMs running (cumulative running per month) and 336 hours usage (cumulative usage per month) per month. The charges should be inclusive of all overhead charges like Fuel, taxes, Comprehensive Insurance, Payment to staff, Vehicle maintenance, etc., but will not include service tax. The rates shall be quoted in the price bid format enclosed. In case of variation in fuel prices (regular diesel) the rate would be revised as per Price variation clause of this NIT.
 - ii) All the rates should be quoted in figure as well as in words in Annexure-D and corrections if any are to be duly authenticated by the bidder.
 - a) *If, in the price structure quoted for the required services, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of BHEL there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.*
 - b) *If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and*
 - c) *If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.*
 - d) *If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of BHEL, the bid is liable to be ignored.*



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iii) All the offers received will be scrutinized and only technically qualified offers will be considered for Price bid opening.

iv) The Technically unqualified offers will be rejected.

v) The tenders received after the specified time of their 'Submission' are treated as Late Tenders and shall not be considered.

vi) Technically qualified Tenderers will be considered for placement of order on the basis of L1 rate quoted for monthly rental (Sl. No. 1 in Price Bid-Annexure-D1 & D2) for A/C Indica and A/C Swift-Dzire-VDi/Etios taxis independently. However BHEL reserves the right to negotiate with L1 tenderer and in such case negotiated price will be considered for award of contract.

vii) BHEL reserves the right to reject any tender at any stage without assigning any reason thereof.

3. Taxis are to be provided on all days (except one day off in each fortnight / 2 days in a month as decided by BHEL) including Sundays & Holidays. Normal usage of taxis would be from 6.0AM to 10.0PM on all days of the month (except one day off in each fortnight / 2 days in a month) including Sundays & holidays for about 12 hours on any day and 336 hours per month cumulative. If taxi is used beyond 11.00 PM on any day, driver Bata will be paid for which rate shall be quoted in the price bid. If taxi is used for more than 336 hours (cumulative) per month charges for extra hours beyond 336 hours will be paid for which rate shall be quoted in the price bid. If taxi is used beyond 2000 KMs per month (cumulative) charges for extra KM beyond 2000 KM will be paid for which rate shall be quoted in the price bid. Price variation clause is also applicable for extra KMs beyond 2000 KMs as mentioned in PVC clause of this NIT. Rate for extra hours and driver Bata should be firm throughout the contract period. All the rates shall be quoted excluding service tax.

Note: Daily usage hours calculation will be rounded off to the nearest quarter hour. i.e. 10.05 hours will be rounded off to 10.00 hours and 10.10 hours will be rounded off to 10.15 hours and so on.

4. During holidays and Sundays, if taxi is required, prior information would be given and on the basis of which taxi should be arranged accordingly. The rate shall be quoted accordingly and no separate billing/rate will be made for Sundays/Holidays. Failure to arrange taxi on Sunday/Holiday, (where prior intimation is there) will attract penalty as given in PENALTY clause. If taxi is not called by BHEL on holidays & Sundays no deduction will be made from the bills.



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5. Dead KM distance and time is allowed only once in a day (for actual distance or 10 KM whichever is less) for conveyance of vehicle from contractor's office to BHEL-EDN and back from EDN to contractor's office. In case the reporting/release point is other than BHEL-EDN distance from Contractor's office to reporting/release point at actual KM and actual time in hours will be considered. The dead KM and time is a part of 2000 KM / month cumulative & 336 hours/month cumulative.
6. The taxis supplied should not be owned by BHEL employees and/or their dependents.
7. **Rate contract is intended for deployment of 2014 and onwards model for AC Indica and 2015 model for Swift-Dzire-VDi/Etios vehicles only. All vehicles should have been registered u/s 2 (35) of MV Act for commercial use with RTO under Taxi permit. Contractor shall submit documentary proofs regarding RTO certificate, insurance etc. before deployment of the vehicles.**
8. The essence of the contract being punctuality and regularity in providing courteous transport service to the users, the vehicles offered should be well maintained, good running condition and road worthy to ensure smooth and trouble-free services during the entire contract period.
9. **The vehicles will normally be utilized for local trips generally within a distance of 80 KMs (within Karnataka State) from BHEL-EDN with timings decided by BHEL. However the taxis may be utilized for outstation trips also if required. In such a case driver Bata will be paid (up to 10.0 PM and beyond 10.0 PM) for which rates shall be quoted in the price bid.**
10. The monthly run is the sum of run of deployed vehicles on all the days of the month during which the vehicle was deployed. *Any unauthorized journey by the vehicles will be disallowed.*
11. The vehicle shall be required to operate throughout the month. One day off in each fortnight / two days in a month shall be allowed by BHEL for maintenance and repair of vehicle.
12. *The contractor should arrange mobile phone facility with the drivers deployed by him. The contractor should furnish proof of having verified the antecedents (Police verification) of the drivers and should ensure that the drivers deployed have no scandalous, criminal or appalling background and will not behave badly with the officials of BHEL or any users.*



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B. General Terms & Conditions

1. The contractor shall be fully and completely responsible for all statutory compliances with regard to the vehicle and employees/drivers deployed by him. He shall ensure that all the directions/instructions issued herein and by BHEL representative from time to time are fully obeyed. Any non-compliance shall be his responsibility and liability for which BHEL shall be fully safeguarded and indemnified. He shall also ensure the following to be provided to his drivers while deploying the vehicles:-
 - i. The relevant documents like R.C Book, Insurance, Driving License, Permit and Emission test certificate etc.
 - ii. The cars should be provided with Audio/FM facility.
 - iii. A First Aid kit should be kept in the vehicle.
 - iv. Vehicles should be provided with additional / emergency accessories like (a) Fan belt (b) Stepney (c) Standard tool kit (d) Spare bulb (e) Fuses (f) Hose pipe etc. to attend emergency repairs.
 - v. Drivers of taxis shall wear uniform preferably white while on duty to be provided by the contractors.
2. The contractor should maintain their vehicles as per the specification throughout the contract period.
3. The 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 of taxis should have good road knowledge of Local Bangalore, outstation trips and able to communicate in Kannada, Hindi & English. Bidders shall be aware of the regulated/restricted timings at BHEL due to security considerations and regulations for entry and exit of his drivers/employees, obtaining Police Verification Certificates for drivers/employees he may deploy in BHEL, staff and self etc. The contractor to ensure that the drivers deployed are sent to periodic medical checkup, including eye checkup and audiometric test to rule out possibilities of loss of vision, hearing etc. In any case the fitness and suitability of drivers shall be the responsibility of the contractor.



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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 and subsisting driving license. The contractor should also instruct and ensure that drivers follow the following genuine ethics.
 - i. To keep the vehicle neat and clean daily / timely before reporting to the duty.
 - ii. To allow the passengers to get inside the vehicle and later only he should enter into car.
 - iii. To open and close doors for all passengers / customers while boarding and alighting the vehicle.
 - iv. Strictly not to smoke / be drunk while on duty.
 - v. Strictly not to use mobile phone while driving the vehicle.
5. The contractor should ensure that Trip Sheets are maintained with each vehicle by the Driver reflecting journey undertaken daily which will invariably be got filled-up by the user affixing his signature in requisition form/daily trip sheet. The daily trip sheet Book & requisition forms (Requisition cum approval for engaging taxi) will be provided by BHEL-EDN and the details recorded and approved by users in requisition form/daily trip sheet shall be the basis for preparing bills.
6. In case of loss of original daily trip sheets/requisition forms (Requisition cum approval for engaging taxi), BHEL reserves the right not to entertain the claim.
7. Payment for the basic monthly rental plus service tax of the running month will be made during 2nd week of subsequent month for which invoice has to be raised on 1st working day of succeeding month. However payment for extra KMs, extra hours, driver batta, and parking/permit/toll charges will be made subsequently, after deductions if any, as per NIT/Work Order. All payments will be made by Electronic Fund Transfer (EFT) for which vendors shall fill in the EFT format giving their Bank A/c details. Appropriate amount of TDS would be deducted as per IT Act.
8. *The actual taxi parking charges / toll charges / permit charges incurred at airports / railway stations / check posts or any other places will be reimbursed on production of actual receipt without any corrections or overwriting. If the toll/parking/permit charges ticket is a thermal print then a Xerox copy of the same has to be attached along with original ticket. The Contractor should make arrangement to see that driver of the taxi should be possessing reasonable money to meet contingency expenditure such as minor repairs, parking/toll charges/permit charges while on duty.*



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9. 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.
10. The Contractor shall not sub-let the vehicles. In case if the Contractor is involved in Sub-Letting of any vehicles, the contract with the said contractor would be reviewed by BHEL-EDN and it may result in termination of contract and / or Black listing of the said vendor. No correspondence shall be entertained in this regard and the decision of BHEL-EDN shall be binding on the parties.

11. PENALTY:

Notwithstanding any other remedies provided elsewhere in this contract, or under laws and regulations applicable, BHEL may impose such penalties on the contractor as follows:

Description	Penalty
i. For non-supply of stipulated vehicle / non-arrangement vehicle, on working days penalty at following rate shall be imposed and deducted from the running bills excluding 02 (two) off days allowed in a month subject to force majeure like fire, accident, any public unrest, any other act of God etc.	<i>Penalty per day in Rs. = (Monthly rate per taxi/30) x 1.50</i>
ii. During holidays and Sundays, if vehicle is required, prior information would be given and on the basis of which taxi along with driver should be arranged. Failure to do so will attract penalty as given below. If taxi is not called by BHEL on holidays & Sundays no deduction will be made.	<i>Penalty per day in Rs. = (Monthly rate per taxi/30) x 1.50</i>
iii. After resuming duty, if a contractor does not ply the rest of the day or driver remain absent or driver refuses to attend duty for any reason.	Penalty as mentioned in point (i) above will be imposed.



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iv.	In the event of breakdown of any vehicle, alternative arrangement of same model or latest model vehicle shall be made available by the contractor immediately at his own cost and if he fails to do so.	Penalty as at (i) above shall be applicable.
v.	The essence of the contract being punctuality and regularity in providing courteous service to the users. Hence for delays in reporting time.	Penalty of Rs.150/= for each instance.
vi.	In the case of driver not carrying mobile phone with him/not carrying & displaying placard at Airport/Railway/Bus station	Penalty of Rs.100/= per occasion will be levied and deducted from the bill.
vii.	While on duty, if the driver of the hired vehicle is found to be indulging in any case of disobedience / misbehavior / malpractice / fraud or any act of misdemeanor, apart from demanding the Contractor to replace such driver immediately, if not voluntarily removed by the contractor as per this contract.	Penalty amounting to Rs.750/- for each instance.

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

The penalty, if imposed shall be recovered from the running account bill. Once the penalty is imposed and amount deducted towards penalty, will neither be refunded nor the contractor shall make any claim. There will be no upper limit on the total amount of the penalty.

12. The contractor shall have to execute an **Agreement** with BHEL-EDN on a non-judicial stamp paper of the value of **Rs. 300/- (Rupees Three Hundred Only)** at his own cost.
13. Contractor shall maintain a comprehensive register of the works under this contract covering all details which shall be brought for inspection by BHEL whenever so required.



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14. BHEL reserves the right to check speedometer of the deployed vehicle at any point of time and if it is found inaccurate, any suitable action deemed fit, may be taken.
15. The contractor shall ensure that the vehicles are made available at all time in roadworthy condition duly substantiated with '**Fitness Certificate**' so as to give uninterrupted service. In case contractors fail to provide the contracted vehicles on any day, BHEL shall be at liberty to make suitable alternative arrangement. All such expenditure as also damage / losses incurred by BHEL as a result of break-down of the contractors vehicles or transport arrangement, will be deducted from the monthly running bill of the contractor and such damage / losses shall be determined by the BHEL at its sole discretion.
16. The contractor shall ensure to keep the vehicles in full readiness for the entire day's operation in respect of fuel availability and willingness of the drivers to drive the vehicle.
17. *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.*
18. Only the authorized staff attached to the contracted vehicles or representative nominated by the Contractor shall be allowed entry inside the company or any other premises during the course of contract.
19. The persons employed by the contractor in respect of his vehicle will be treated as the authorized representative(s) and shall also be held responsible along with the contractors, for any breach of the terms and conditions as provided in the contract.
20. The contractor shall be responsible for providing taxis with Licensed Drivers with the prescribed uniform applicable to the nature of deployment. He will also be responsible for their courteous behavior towards the BHEL staff, executives, customers and passengers in the vehicle.
21. Contractor shall be responsible for safe, comfortable and timely transport of the passengers/baggage. He shall only be fully responsible for any mishap (i.e. fire or accident, etc.) en-route. Accidents occurring during the course of company's work should be reported by the contractors to the Transport department of BHEL-EDN but not later than 8 hours. This will be followed by a detailed report from the contractor.



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22. The Contractor shall operate their vehicles entirely at their own risk and BHEL shall not be held responsible for any damage to the vehicle or any person or property while on the company's work or when parked in or about the company's or other premises.
23. *The Contractor shall make their own arrangement for the parking of their vehicles overnight or during off/holidays.*
24. The Contractor shall ensure that all vehicles under this contract arrangement are covered by a **"Comprehensive Insurance Policy"** throughout the tenure of the contract. Under no circumstance shall the company (BHEL) be liable to compensate for any loss or damage that may be caused to/by the vehicles while engaged in discharge of the contractor's obligations under this contract.
25. 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 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 Employee's Compensation Act or any other labor legislations or laws/regulations/rules and notification as may be applicable.
26. This contract may be terminated at any time without paying 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 their part or their failure to fulfill the terms and condition of this agreement.
27. BHEL reserves the right to foreclose the contract at its discretion at any point of time by giving a notice of 30 days.
- 28. Earnest Money Deposit (EMD):**
- i. **A sum of Rs. 100000/- (Rupees One Lakh only) shall be deposited as Earnest Money Deposit along with the tender (Technical Bid only), payable in the form of Crossed Demand Draft in favor of BHEL payable at Bangalore. DD for EMD should not be enclosed along with price bid. The DD should be enclosed with Technical bid only. The Tenders without EMD are liable to be rejected.**



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- ii) EMD by the tenderer will be forfeited if;
 - a) After opening the tender, the tenderer revokes his tender within the Validity period or increases his earlier quoted rates.
 - b) The tenderer does not commence the work within the period as per LOI / Contract.
- iii) Earnest money deposit will be refunded to unsuccessful bidders after Acceptance of award of work by the successful tenderers.
- iv) Earnest money Deposit shall not carry any interest.
- v) EMD will be adjusted against Security Deposit in case of Successful Tenderers.
- vi) MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed at **Annexure-C1** where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part – 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazette officer.

29. **Security deposit (SD):** The successful tenderer shall deposit with BHEL the Security deposit (SD). The SD amount details are given below.

Contract for providing AC Tata-Indica Taxis	Rs. 2.00 Lakhs
Contract for providing AC Maruti-Swift-Dzire/Toyota-Etios	Nil

The EMD of the successful tenderer will be converted into security deposit.

30. The security deposit shall not carry any interest.



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

32. PRICE VARIATION (PVC) CLAUSE: The rates finalized will be firm during the contract period. However, in case of change in fuel prices, a change in the rate will be allowed in the following pattern subject to documentary evidence regarding such change. Rates as per PVC will be given effect from 1st day of subsequent month only (For e.g. if price change has taken place say in the month of September, then PVC rates (based on the latest fuel rate) will be given effect from October month only). 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 **(regular diesel)** prevailing at **IOCL's retail outlet at Bangalore** on the date of NIT will be the base price for price variation clause.

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

The changes will be as per following rates:

Type of vehicle	PVC per KM per Rupee change in fuel price
Tata Indica Diesel AC car model: 2014 or later	08 paisa
Maruti-Swift-Dzie-VDi/Toyota Etios Diesel AC car model: 2015 or later	09 paisa

No increase will be admissible on any other account.

E.g. a) In case if there is increase/decrease in fuel price by one Rupee or more, then, new rate for Tata Indica-diesel-AC car would be calculated as follows. The new rate will be rounded off to nearest rupee for monthly rental and to two decimal places for extra KM rate.

New monthly rental in Rs. = Existing monthly rental in Rs. \pm (2000 KM x 0.08 x change in fuel price)

New rate per extra KM for beyond 2000 KM = Existing rate per extra KM in Rs. \pm (0.08 x change in fuel price)



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33. The contract will be in force for 24 Months from the date of deployment of vehicles.

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

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

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



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Annexure - C

Rate Contract for Hiring of Taxis on Monthly basis

Essential Criteria for Evaluation of Technical Bids.

S.No.	Description	Contractor's Acceptance (Yes/No) / Remarks.
1	a) EMD to (Rs.100000/-) be submitted with Technical Bid	
2	Whether the Bidder is registered as Tour and Travel Operator / Travel Agency (Copy of valid registration certificate shall be enclosed)	
3	Bidder should have regular establishment / office at Bangalore and have to produce documentary evidence of registration to this effect. The office shall have telephone, and E-mail facilities. (Please indicate your address, telephone no., e-mail ID)	
4	Distance from the Bidder's office/garage to BHEL-EDN in KM and time required for conveyance of vehicle from there to EDN	Distance: Time:
5	The average annual financial turnover of the Tour & taxi operator / Travel agency during the last three years ending 31 st March of the previous financial year, should be at least 30% of the estimated value indicated in the NIT (Documentary proof to be enclosed)	
6	The Bidder shall have experience of successfully completed similar works during last 7 years either of the following. (Similar work means supply of taxis on contingency/monthly hire basis). Copy of Work Order indicating value of work with certificate for satisfactory services / Completion certificate indicating the value of work or certificate for running contract with value of completed work, from the Organizations where the bidder has provided/providing taxi services should be enclosed. a) Three similar completed works costing not less than the amount equal to 40% of the estimated value or b) Two similar completed works costing not less than the amount equal to 50% of the estimated value or c) One similar completed work costing not less than the amount equal to 80% of the estimated value.	
7	Solvency certificate for Rs.5.0 Lakhs from a Nationalized / Scheduled Bank of date not earlier than 12 months on the date of tender opening (Technical Bid) shall be submitted	



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8	Indicate Bidders' PAN	
9	Indicate Bidders' Service Tax regn. No.	
10	Nature of Firm / Concern (Proprietor/Partnership/Pvt. Limited/Public Ltd.) Note: <i>Please enclose</i> <ol style="list-style-type: none"> <i>In case of partnership firm, please enclose photo copies of the partnership deed</i> <i>In case of company, photo copy of the incorporation certificate</i> <i>In case of proprietorship, photo copy of the registration under Shops & Est. Act.</i> <i>In case of any other legal entity, photo copy of registration certificate.</i> 	
11	Names, address and phone nos. of Partners/Proprietors/Directors	
12	Name of the Person(s) and designation authorized for signing the contract/dealing with BHEL along with the document authorizing him so.	
13	Whether vendor is having any relative working in BHEL (if yes, provide name, staff no., designation and department.)	
14	Whether the bidder has quoted rates for all the items in the Price bid	
15	Payment for the basic monthly rental plus service tax of the running month will be made during 2 nd week of subsequent month for which invoice has to be raised on 1 st working day of subsequent month. However payment of extra KMs, extra hours, driver batta, and parking/permit/toll charges will be made subsequently, after deductions if any, as per NIT/Work Order. All payments will be made by Electronic Fund Transfer (EFT) for which vendors shall fill in the EFT format giving their Bank A/c details. Appropriate amount of TDS would be deducted as per IT Act.	Yes / No

16. 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:

Date:

Signature with seal

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



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Annexure-C1

Certificate by Chartered Accountant on letter head

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

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

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

(Strike off whichever is not applicable)

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

Or

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

Date:

(Signature)

Name –

Membership number –
Seal of Chartered Accountant



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Annexure-D1

PART - 2 (PRICE BID - Page 22 to 25)
Rate Contract for Hiring of taxis on Monthly basis

Sl. No.	Deatils	Rate for one AC TATA INDICA-DIESEL Car in Rs. (Model 2014 & onwards)
1	Monthly rate for Tata Indica-Diesel - AC car for 2000 KMs/month cumulative and 336 hours per month cumulative (irrespective of number of days in the month)	In figures:
		In words:
2	Extra Hour Charges per hour beyond 336 hours per month (Rate per hour)	In figures:
		In words:
3	Extra KM Charges per KM beyond 2000 KMs per month (Rate Per KM)	In figures:
		In words:
4	Driver bata if trip ends later than 11.0PM (for local trip)	In figures:
		In Words:
5	Driver bata up to 10.0PM (outstation trip)	In figures:
		In Words:
6	Driver bata after 10.0PM (outstation trip)	In figures:
		In Words:
7	Applicable Service tax in %	



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Annexure-D2

PART - 2 (PRICE BID - Page 22 to 25)
Rate Contract for Hiring of taxis on Monthly basis

Sl. No.	Deatils	Rate for one AC Maruti-Swift-Dzire-VDi-DIESEL/Toyota-Etios Diesel AC Car in Rs. (Model 2015 & onwards)
1	Monthly rate for Maruti-Swift-Dzire-VDi-Diesel/Toyota-Etios – Diesel AC car for 2000 KMs/month cumulative and 336 hours per month cumulative (irrespective of number of days in the month)	In figures:
		In words:
2	Extra Hour Charges per hour beyond 336 hours per month (Rate per hour)	In figures:
		In words:
3	Extra KM Charges per KM beyond 2000 KMs per month (Rate Per KM)	In figures:
		In words:
4	Driver bata if trip ends later than 11.0PM (for local trip)	In figures:
		In Words:
5	Driver bata up to 10.0PM (outstation trip)	In figures:
		In Words:
6	Driver bata after 10.0PM (outstation trip)	In figures:
		In Words:
7	Applicable Service tax in %	



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Service Tax:

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

[1] Abatement - Service Tax @ 14.50% on 40% of billing value (i.e. 5.8%) will be calculated for evaluation.

Bidder to provide Certificate as per attached format.

OR

[2] Non-Abatement - Service Tax @ 14.50% on billing value (i.e. full 14.50%) will be calculated for evaluation.

Bidder is required to submit Service Tax Registration Certificate along with bid documents

Kindly Note:

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

For [1] above - 100% of service tax

For [2] above -50% of service tax

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



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Date:

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

Dear Sir,

Sub: Service tax payable by service receiver.

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

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

This is for your kind information.

Thanking you

Authorized Signatory

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