

BHARAT HEAVY ELECTRICALS LIMITED

(A GOVERNMENT OF INDIA UNDERTAKING)

UNIT: REGIONAL OPERATIONS DIVISION, CHENNAI

NOTICE INVITING TENDER

1. Tender Enquiry No. & Date : ROD/CHE/TPT/TAXI/CSL/2020 dated 23.11.2020
2. Name of the work : Rate Contract for AC Diesel Taxis Tata Indigo/Maruti Swift Dzire Tour/Toyota Etios(sedan)/Accent/Amaze, Honda City/, White Corolla Altis, Xylo or equivalent, Innova/Innova with bucket seat(Crysta), Tempo traveller on Casual Hire basis for use within Chennai City, Airport/Railway station trips and outstation trips.
3. Duration of Contract : Two years
4. Estimated No of bookings [Business] : 800 to 900 bookings per year. (approx.)
5. Last date and time for the receipt of completed tender : Before 2.30 PM on 14.12.2020
6. Date and time for techno-Commercial Bid Opening : At 03:30 PM on 14.12.2020
7. Place of submission of completed tender : BHEL, Regional Operations Division  
No 11, TEK Towers, 4<sup>th</sup> floor, Rattha Building, OMR  
Okkiyam Thoraipakkam  
Chennai - 600097
8. Documents to be submitted : Cover I – Techno Commercial bid (Section I to V)  
Cover II – Price Bid(Annexure I & II)  
Cover III – EMD
9. EMD : Rs 88000/-

**Date of Price Bid Opening will be intimated later.**

**LATE TENDERS WILL NOT BE ACCEPTED.**

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

PART 1 ( TECHNICAL BID)		
SECTION I - QUALIFYING CRITERIA		
The bidder has to meet the following requirements to get qualified for submitting tender		
S NO	Description	Contractor's Acceptance (Yes/No) / Remarks
1	Whether the bidder is a Registered Tour/Travel Operator / Travel Agency (Copy of legible valid registration certificate shall be enclosed)	
2	Whether the Bidder has a regular establishment / office at Chennai. The office shall have telephone, and E-mail facilities for booking of taxis. (Please indicate here your address, landline no. ,Mobile/telephone No. and E-Mail ID of responsible person).	
3	Whether the bidder agrees to supply taxis for Local Trips within 1(one) hour of booking under normal conditions and within ½ (half-an-hour) under emergency conditions, and for Outstation Trips as specified by BHEL	
4	Whether the bidder has under his disposal a minimum of 10 (ten) vehicles such as Indigo, Toyota Innova, White Corolla, Etios etc. registered for operating as Taxis. (Legible Xerox copies of valid RC book to be enclosed).	
5	Whether the bidder has the experience of having carried out similar works during last 3 years. (Similar work means supply of taxis on hourly/ daily Rate Contract basis). Copy of work order indicating value of work with certificate for satisfactory services / Completion certificate indicating the value of work executed should be enclosed.	
6	Whether the bidder has quoted rates in the Price bid - Casual Hire (both for local trip in Annexure: I & Outstation trip–Annexure: II for all the types of vehicles and for all items. <b>If rate is not quoted for all the types of vehicles and all items, such Tenders shall be rejected</b>	
7	<b>Financial Status :</b> Whether the average annual financial turnover of the bidder ending 31 <sup>st</sup> March of the last 3 financial years ( 2017-18 , 2018-19 and 2019-20) is at least 30% of the estimated value indicated in the NIT (documents showing Financial Turnover duly attested by a Chartered Accountant to be enclosed). If balance sheet	

	for financial year 2019-20 is not audited, data for 3 previous year may be given i.e for 2016-17, 2017-18 and 2018-19.	
8	<p>Whether possessing experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following</p> <p>a. Three similar completed works costing not less than the amount equal to Rs 17.60 lakhs</p> <p>b. Two similar completed works costing not less than the amount equal to Rs 22 lakhs</p> <p>c. One similar completed work costing not less than the amount equal to Rs 35.20 lakhs</p> <p><b>Copies of contract and work order with copies of satisfactory completion certificate from customer to be submitted.</b></p>	

(1) If work order does not specify the value of the contracts, the same should be certified from customers. In that case the documents required will be work order/contract copy, customer certification for contract value and satisfactory completion certificate from customer

(2) The party who submits only work order or contract copy and does not submit satisfactory completion certificate from customer will not be considered.

(3) The party who submits only satisfactory completion certificate from customer and does not submit relevant copy of work order/contract will not be considered

**Details of work order/contract shall be given as per below format in separate sheet**

Sr No	Full postal address of client and officer in charge	Brief description of work and Qty	Work order No and Date	Value of contract in Rupees in Lakh	Time Schedule in month	Actual date of completion
1						
2						
3						

For each case of Work Experience filled in the format , self attested copy of work order / Letter of Award and Self attested copies of work completion certificates issued by the agency who has awarded the contract should be submitted. **BHEL reserves the right to verify the authenticity of the document from the originator , hence the party should ensure that all contractual & contact details are available in the completion certificates to lend easy verification wherever required.” ).**

SECTION II		
COMPANY PROFILE		
The bidder has to meet the following requirements to get qualified for submitting tender		
S NO	Description	Contractor's Acceptance (Yes/No) / Remarks
1	Nature of Firm / Concern (Proprietor/Partnership/Pvt. Limited/Public Ltd.) <b>Note:</b> Please enclose 1. In case of partnership firm, photo copy of the partnership deed. 2. In case of company, photo copy of the incorporation certificate. 3. In case of proprietorship, photo copy of the registration under Shops & Est. Act. 4. In case of any other legal entity, photo copy of the registration certificate.	
2	Names, address and phone nos. of Partners/Proprietor/Directors	
3	Name of the Person(s) and designation authorized for signing the contract/dealing with BHEL	
4	Name and phone no. of responsible person with whom BHEL will be interacting for our vehicle requirement.	
5	Whether bidder is having any relative working in BHEL (if yes, provide name, staff no., designation and department.)	
6	Landline phone No.: Mobile number: e-mail id :	
7	PAN no.: GST no.: PF/ESI no.:	

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

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

**Note:** Use additional sheet if required

SECTION III		
BID/OFFER FORMAT		
The Bidders to note the following:--		
S NO	Description	BIDDERS COMPLIANCE
1.	The Bidder shall submit the offer in TWO PARTS in two separate covers	
	1.COVER- 1 -- Technical and Commercial (Part-I) super-scribed as <b>'TENDER FOR HIRING OF TOURIST TAXI ON CASUAL HIRE-TECHNO- COMMERCIAL BID'</b> <b><u>Unpriced bid also to be placed in Cover I</u></b>	
	(Covers should be superscripting Tender No.)	
	2.COVER- 2 -- Price Bid (Part-II) super-scribed as <b>'TENDER FOR HIRING OF TOURIST TAXI ON CASUAL HIRE- PRICE BID OFFER.'</b>	
	(Covers should be superscripting Tender No.)	
2.	3. COVER- 3 -- D.D/Online remittance proof for <b>E.M.D</b> shall be submitted in a separate cover and superscripting the cover <b>'EMD'</b> . (The Tender without EMD is liable for rejection.) DD should be taken after 23.11.2020	DD No. & Date
	(Covers should be superscripting Tender No.)	
3.	All the above 3 covers put into a large single cover superscripting Tender Notice No: ROD/CHE/TPT/TAXI/CSL/2020 dated 23.11.2020 and <b>'TENDER FOR HIRING OF TOURIST TAXIS ON CASUAL HIRE'</b>	
	(Covers should be superscripting Tender No.)	
4.	The Part-I Technical and commercial bid (cover 1) and EMD (cover 3) will be opened on the Tender opening date	
5.	Part-II Price Bid of technically qualified bidders alone will be opened after giving prior intimation.	
<b>IMPORTANT POINTS TO BE TAKEN CARE OF WHILE SUBMITTING OFFER</b>		
a.	Should a bidder find discrepancies or omissions in the tender documents or should there be any doubt as to their meaning, he should at once address the authority	

	inviting the tender, for clarification well before the due date, so as to submit his tender in time. (No extension of time shall be given for submission of the tender on any account).	
b.	Conditional and late tenders, tenders containing prima-facie absurd rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions herein contained and the tenders not in original ARE LIABLE TO BE REJECTED	
c.	All entries in the tender documents should be in one ink. Erasures and overwriting may be avoided. All cancellations and insertions should be duly attested and stamped by the bidders concerned.	
d.	Rates should be quoted as per the Work / Rate schedule enclosed. Rates quoted in any other form will not be accepted and will be rejected. The Tenderers shall fill in all the required particulars in the blank space provided for this purpose in the tender documents before submitting the tender.	
e.	Unit rates should be quoted in figures as well as in words for all the items shown in the attached schedule. Wherever there is a difference in the two, the rates in words will be taken as final. <b><u>UNPRICED BID HAS TO BE SUBMITTED ALONG WITH TECHNO-COMMERCIAL BID.</u></b>	
f.	The tender must be signed separately and legibly by Partner /Director of the Firm or by the person holding the Power of Attorney on behalf of the Firm concerned. In the latter case, a copy of Power of Attorney, duly attested by a Notary Public must accompany the tender.	
g.	If a bidder deliberately gives false information in his tender or creates conditions favorable for the acceptance of his tender, BHEL RESERVES THE RIGHT TO REJECT SUCH TENDER AT ANY STAGE.	
h.	All the rates quoted shall remain valid for acceptance for a minimum period of 90 (ninety days) from technical Bid opening date. Base rate will be the prevailing rate of fuel i.e. diesel on the date of technical bid opening.	

i.	All columns of the formats are to be filled in. The Techno-Commercial bid should also be accompanied with proof of documents.	
j.	In acceptance of the conditions mentioned under this contract, each and every page of this enquiry must be duly signed, stamped and submitted along with the offers by the tenderer in token of complete acceptance thereof.	
k.	If a bidder withdraws his offer after submission of his tender before opening of the price bid or after acceptance of his tender, fails to start the work in accordance with the instructions of BHEL, <b>the Earnest Money Deposited by him shall be forfeited and will not be considered for future tenders.</b>	
l.	Should a bidder's or a Contractor's or in the case of a firm or company of contractors/any of its shareholder's or shareholder's relative is employed in BHEL, the authority inviting the tenders shall be informed in writing of this fact at the time of submission of the tender, failing which the tender may be disqualified, or if such fact subsequently comes to light, the contract may be cancelled.	
m.	The bidder should sign and stamp in all pages of documents.	
n.	Submission of duly signed and stamped tenders by hard copy is acceptable.	
o.	The service provider should cover PF & ESI for all the drivers engaging for duty.	



## SECTION IV

### UNPRICED BID

TECHNICAL AND COMMERCIAL BID FOR CASUAL HIRE (Local Trip)

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

**01.** Name of the firm / vendor:

\_\_\_\_\_

**02.** Please indicate under each category as QUOTED/NOT QUOTED.

Sl. No.	Category of vehicles	04Hrs/40Km	6Hrs/60Km	8Hrs/80Km	10 Hrs/100km	Rate for Extra running Km	Rate for Extra Hours
	[2]	[3]	[4]	[5]	[6]	[7]	[8]
01	Indigo/Swift Dzire Tour /Etios/Amaze/Accent	QUOTED/NOT QUOTED.	QUOTED/NOT QUOTED.	QUOTED/NOT QUOTED.	QUOTED/NOT QUOTED.	QUOTED/NOT QUOTED.	QUOTED/NOT QUOTED.
02	Honda City	QUOTED/NOT QUOTED.	QUOTED/NOT QUOTED.	QUOTED/NOT QUOTED.	QUOTED/NOT QUOTED.	QUOTED/NOT QUOTED.	QUOTED/NOT QUOTED.
03	White Corolla Altis	QUOTED/NOT QUOTED.	QUOTED/NOT QUOTED.	QUOTED/NOT QUOTED.	QUOTED/NOT QUOTED.	QUOTED/NOT QUOTED.	QUOTED/NOT QUOTED.
04	Xylo or equivalent	QUOTED/NOT QUOTED.	QUOTED/NOT QUOTED.	QUOTED/NOT QUOTED.	QUOTED/NOT QUOTED.	QUOTED/NOT QUOTED.	QUOTED/NOT QUOTED.
05	Innova	QUOTED/NOT QUOTED.	QUOTED/NOT QUOTED.	QUOTED/NOT QUOTED.	QUOTED/NOT QUOTED.	QUOTED/NOT QUOTED.	QUOTED/NOT QUOTED.
06	Innova with bucket seat(Crysta)	QUOTED/NOT QUOTED.	QUOTED/NOT QUOTED.	QUOTED/NOT QUOTED.	QUOTED/NOT QUOTED.	QUOTED/NOT QUOTED.	QUOTED/NOT QUOTED.
07	A/C Tempo Traveller	QUOTED/NOT QUOTED.	QUOTED/NOT QUOTED.	QUOTED/NOT QUOTED.	QUOTED/NOT QUOTED.	QUOTED/NOT QUOTED.	QUOTED/NOT QUOTED.

**03.** GST percentage : QUOTED/NOT QUOTED

**PLEASE NOTE PRICES OFFERED ARE NOT TO BE INDICATED IN THIS ANNEXURE. YOU ARE EXPECTED TO INDICATE WHETHER YOU HAVE 'QUOTED' OR NOT QUOTED.**

## SECTION V

### UNPRICED BID

#### TECHNICAL AND COMMERCIAL BID (Outstation Trip)

{To be kept in a sealed envelope super-scribed as 'TECHNICAL AND COMMERCIAL BID FOR CASUAL HIRE(Outstation Trip)'}

01. Name of the firm /  
vendor: \_\_\_\_\_

02. Please indicate under each category as QUOTED/NOT QUOTED.

Sl. No.	Category of vehicles	Minimum km per day	Rate per Km	Driver batta	Night halt charges if any
	[2]		[3]	[4]	[5]
01	Indigo/Swift Dzire Tour /Etios/Amaze/Accent	250	QUOTED/NOT QUOTED.	QUOTED/NOT QUOTED.	
02	Honda City	250	QUOTED/NOT QUOTED.	QUOTED/NOT QUOTED.	
03	White Corolla Altis	250	QUOTED/NOT QUOTED.	QUOTED/NOT QUOTED.	
04	Xylo or equivalent	250	QUOTED/NOT QUOTED.	QUOTED/NOT QUOTED.	
05	Innova	250	QUOTED/NOT QUOTED.	QUOTED/NOT QUOTED.	
06	Innova with bucket seat(crysta)	250	QUOTED/NOT QUOTED.	QUOTED/NOT QUOTED.	
07	A/C Tempo Traveller	250	QUOTED/NOT QUOTED.	QUOTED/NOT QUOTED.	

03. GST percentage : QUOTED/NOT QUOTED

**PLEASE NOTE PRICES OFFERED ARE NOT TO BE INDICATED IN THIS ANNEXURE. YOU ARE EXPECTED TO INDICATE WHETHER YOU HAVE 'QUOTED' OR NOT QUOTED.**

**Declaration:** - I / We \_\_\_\_\_ have gone through the terms and conditions of this tender No. \_\_\_\_\_ dated-----and undertake to accept the same in totality and agree to deploy vehicles if the contract is awarded to us.

Place:

Signature with seal of the Tenderer.

Date:

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

## **1 GENERAL TERMS AND CONDITIONS OF THE CONTRACT**

1.1 The Regional Operations Division /Chennai of Bharat Heavy Electricals Limited is in need of vehicles on casual hire basis. While the requirement would be mostly to make trips within Chennai city limits, Airport/Railway Station trips it may also involve occasional trip to outstation. In order to ensure that services of the cars are made available regularly, it is proposed to enter into a contract with the operators of tourist taxis for hiring of cars. The distance from shed to the place of reporting and distance from place of closing to shed would be treated for calculation of total distance and for payment purposes.

1.2 Variation in fuel charges. For every 10% increase/decrease of the fuel price from the base rate on the date of conclusion of the contract would be compensated @1/10th per KM for all vehicles (for e.g for Re 1/= per litre increase, Rs 0.10/= per KM would be compensated). The revision would be effected on the Govt. notification. The proof of fuel hike shall be produced by the contractor whenever the fuel revision is effected. No change will be admissible on any other account such as rate for extra hours/driver bata etc.

1.3 The contract will be for a period of two years from the date of award of contract.

1.4 The tenderers should have adequate infrastructure and communication facilities to facilitate smooth operation of the contract.

1.5 Operators who have adequate number of cars to meet our requirement and also who own a minimum strength of 10 cars either in the name of the Agency or Proprietor/Partner out of the total fleet, attached vehicles with a valid agreement, may quote against this tender. However, no vehicle owned by BHEL employee/or their relatives either directly/indirectly shall be accepted for this purpose. The tenderer who does not possess at least one car as per sl no 1 of Clause 12, may however, furnish an undertaking to the effect that in the event of awarding the contract to him, the requisite car (not more than Two years old) will be purchased and supplied. In case of partnership firm, name & address of all partners with certification copy of valid partnership deed with car details to be furnished.

1.6 Particulars of cars owned by operators should be sent along with the quotation in the form given in technical bid Part I

1.7 The rates for hire of car on Casual hire should be quoted in the prescribed form given in the schedule Annexure-I, II. Price bid in any other format will not be accepted.

1.8 A copy of Section IV and V should be mandatorily attached to the technical and commercial bid where in you are expected to indicate under each column whether you have 'Quoted' or 'Not Quoted'. Please note that you are not expected to indicate the price in these sections. The prices will only be indicated in the price bid Annexures furnished in a separate cover.

1.9 BHEL reserves the right to terminate the contract anytime with one month's notice without assigning any reasons therefor. However, in the event of unsatisfactory performance of the contractor, BHEL reserves the right to terminate the contract without any further notice.

## **2 REQUIREMENTS OF VEHICLE**

The Contractor should fulfill the following requirements in respect of the vehicle during the execution of the contract.

- 2.1 The cars should be provided with the following upholstery and accessories inside.
- 2.2 Full floor mat with foot mat.
- 2.3 Jack and other tools
- 2.4 Spare fuses.
- 2.5 The vehicle should always to be kept very clean both internally and externally and in good working condition
- 2.6 Seat cover should be washed and changed every week.
- 2.7 Periodical service of the vehicle in respect of the vehicle/ engine/ lubrication, wheel alignment & balancing etc. as recommended by the vehicle manufacturer to be done without fail.
- 2.8 All tyres including Stepney in the car should be in good condition at the time of reporting.
- 2.9 Sun control film pasted on the window glasses should not be dark and should be as per the Tamilnadu Government norms so that inner side of the car must be visible for the Security Personnel without lowering the window glass.
- 2.10 For Innova Crysta and Corolla Altis, two one litre water bottles are to be placed in the vehicle. White Towels should be tied to front and back seat of Innova Crysta and Corolla Altis.
- 2.11 BHEL Board should be affixed in the windshield of the vehicle.

## **3 DRIVER**

The Contractor should fulfill the following requirements in respect of the driver during the execution of the contract.

- 3.1 Drivers should be paid as per the Govt. fixed minimum salary without default.
- 3.2 Driver should possess valid driving LMV license with badge.
- 3.3 Driver should have minimum 2 years of driving experience.
- 3.4 Driver should wear white uniform, shoes/ formal chapels during the duty hours.
- 3.5 Driver should not wear informal dress and footwear.
- 3.6 Driver should have mobile hand set with sim card in good working condition. Any change in mobile number should be intimated immediately to concerned department of BHEL.
- 3.7 Driver should not be changed frequently unless otherwise warranted.
- 3.8 Alcohol is strictly prohibited while on duty and should not smoke inside the car.
- 3.9 Driver should adhere to the instructions given by Supervisor-in-charge.

- 3.10 Driver should open and close the doors for all the passengers/customers while getting into or alighting the car.
- 3.11 If there is a hand luggage brought by Officials, driver has to come forward and place the luggage in the car.
- 3.12 Driver should not exceed the prescribed speed limits.
- 3.13 Driver should follow the strictly the motor vehicle rules while driving.
- 3.14 Driver should wear safety belt while driving as per the tamil nadu govt. rules.
- 3.15 Driver should not demand money for any expenses from the user.
- 3.16 Driver should be ready to show the PLACARD near the entrance in Airport, Railway station, Bus stands and pick up points etc. While receiving the company guest.
- 3.17 Drivers should have good eye sight. Necessary certificates from registered eye doctor confirming good eyesight with or without glasses of the drivers to be submitted to BHEL once in a year.
- 3.18 Drivers should be preferably of age group of 23 yrs. to 55 yrs.
- 3.19 Drivers should be sincere and maintain good discipline while on duty and should meet out the travel requirements of BHEL officials satisfactorily without any complaint. Any indiscipline/ misbehavior / Complaint is notified on the driver while on duty, will warrant change of driver.
- 4 OPERATION**
- 4.1 The vehicle should report to designated person at requested time, regularly to make entry and to get instructions.
- 4.2 Trip sheet for cars engaged will be supplied by BHEL. It is the responsibility of the car drivers to get all the columns for each and every movement filled and get the entries signed by the user.
- 4.3 In case of loss of original trip sheet BHEL reserves the right not to entertain the claim.
- 4.4 The Car drivers should keep the relevant documents (driving License, Badge No., road tax token, car registration certificate, insurance cover note, fitness/pollution certificate of the vehicle, permit etc.) with the car and produce as and when required by BHEL/traffic authorities. In case of original document is not available immediately, copy of the same must be kept.
- 4.5 Cars shall be reported to BHEL in full readiness and serve for the entire day's operation in all respects.
- 4.6 Car should operate only with the "BHEL" name board during the time of operation.
- 4.7 Any mishap (i.e. fire, accident, etc.,) occurring en-route is the complete responsibility of the Service provider/Cabs/Travels agency. He has to replace the car for the safe, comfortable and timely transportation of the passengers.
- 4.8 Cars should report to BHEL with sufficient diesel for the operation of the entire day. After reporting to office - movement of cars to fuel station outside BHEL for filling diesel is not permitted.

4.9 The Contractor should not attempt to carry out any kind of repairs pertaining to their vehicles inside the factory premises except for tyre changes during punctures. In case of breakdown the vehicles has to be taken out of the office and brought back after satisfactory completion of the complaint.

4.10 Parking bills/ Airport Entry pass/ Harbor pass(any other pass/bill) should be purchased by the agency and got reimbursed from BHEL on production of original bills.

4.11 The drivers should be provided with adequate cash for local/outstation trips to meet any contingency towards fuel, parking, toll, permit charges etc. Parking fees, toll, permit charges (actual) may be claimed from BHEL along with the monthly bills, on production of proper original bills.

## **5 CONTRACT CONDITIONS**

5.1 The Contractor shall not sub-let any portion of the contract.

5.2 The Contractor shall at his own expense reinstate, make good to the satisfaction of the BHEL Management and pay compensation for any injury to any person, loss or damage caused to any property within BHEL complex.

5.3 Any addition or deletions or changes in the partnership deed should be informed to BHEL well in advance.

5.4 Subject as aforesaid the provisions of the Motor Vehicles Act or any Statutory modifications or amendments or re-enactment thereof and the rules made there under from time to time have to be followed by the Transport Contractors.

5.5 The Contractor should ensure that there should not be any advertisement on the car.

5.6 The cars allotted for BHEL use will be checked by BHEL personnel as and when required.

5.7 Cars provided to BHEL on hire will be inspected by BHEL in respect of

1) Appearance of the vehicle (2) running condition of the vehicle (3) Upholstery (4) physical fitness of the driver and then accepted for use.

5.8 BHEL reserve its right to refuse engaging any vehicle even after arrival at the office, if the driver and the vehicle do not conform to any of the regulation of MV act.

5.9 BHEL shall have the right to cancel the contract at any time if the provisions of the contract has not been adhered, without prejudice to recover excess expenditure incurred by BHEL from 'security deposit', running bills due for payment and any other provisions available for recovery as per the Terms & Conditions of the contract.

## **6 PENALTY**

Penalty for non-supply of vehicles will be levied as under:

6.1 If the contractor fails to supply vehicle in time/within one hour of the request made, the company will be at liberty to engage vehicle from other operators at the risk and expenses of the contractor, and recover the extra expenditure from their pending/future bills.

6.2 In case of break-down of a car while on operation, the car should be replaced by an alternative vehicle within 30 to 60 minutes from the time of breakdown and no mileage from shed to the point of breakdown, shall be charged for in respect of those replaced ones. In case of non-replacement of vehicle in time, BHEL will arrange alternatives on its own and recover the expenses amount from the contractor.

6.3 Any amount recoverable from the contractor towards the loss/damage will be adjusted from the outstanding payments due from BHEL or from the security deposit.

## **7 PAYMENT TERMS**

7.1 The contractor on calendar month basis should submit the monthly bills. Bills will be paid within 15 days from the date of receipt of bills.

7.2 Regarding bills for casual booking of vehicles and other bookings the bills may be submitted on completion of the assigned work once in 15 days in one lot. Payment will be made within 15 days time of submission of bills.

7.3 All payments will be made through ELECTRONIC FUND TRANSFER only. The successful contractor should provide necessary details in this regard.

7.4 No advance may be paid for operational expenses as well as for capital expenditure towards purchase of vehicles.

7.5 Applicable Taxes are payable extra by BHEL at prevailing rates as per Government norms and TDS will be made as per Government norms.

## **8.0 Earnest Money Deposit and Security Deposit**

8.1 EMD payable is Rs 88000/- (Rupees Eighty eight thousand only)

8.2 The offers from the bidders shall enclose a EMD as per Techno commercial Bid in any one of the following forms :

1. Cash deposit as permissible under the extant Income Tax Act (before tender opening)
2. Electronic Fund Transfer credited in BHEL account (before tender opening)
3. Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer)

8.3 EMD of the Tenderer will be forfeited if:

1. After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
2. The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract
3. If the bidder declines to accept the LOI or is unable to accept the work which has been awarded on the basis of the offer received from the bidder or revokes the offer within the validity period of the offer, the earnest money shall stand forfeited
4. EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/

contractors" and forfeited/ released based on the action as determined under these guidelines.

8.4 EMD of successful bidder will be adjusted towards part of the security deposit.

8.5 EMD of all unsuccessful bidders shall be returned normally within fifteen days of placement of LOI/Work Order on successful bidder.

8.6 EMD shall not carry any interest.

8.7 EMD can be remitted through RTGS and amount to be credited to BHEL account before Tender opening. Details of Account given below

ACCOUNT NAME	BHARAT HEAVY ELECTRICALS LIMITED
ACCOUNT NUMBER	42705249391
ACCOUNT TYPE	CURRENT ACCOUNT
BANK NAME	STANDARD CHARTERED BANK
BRANCH NAME	RAJAJI SALAI
BRANCH ADDRESS	19,RAJAJI SALAI CHENNAI 600001
IFSC CODE	SCBL0036078
MICR CODE	600036005

Vendors to E mail Details to BHEL ROD Chennai on EMD payment made through RTGS.

#### **SECURITY DEPOSIT**

- a) Upon acceptance of tender, the successful Bidder within the time specified in the Letter of Intent (LOI) must deposit the required amount of **Security Deposit** for satisfactory completion of work. The Security Deposit in any one of the prescribed modes shall be deposited to BHEL.
- b) The total amount of Security Deposit shall be 5% of the Contract value.
- c) EMD of the successful bidder shall be converted and adjusted towards the required amount of Security Deposit.
- d) The balance amount to make up the required Security Deposit of 5% of the contract value may be furnished in any one of the following forms:
  - i) Local Cheques of Scheduled Banks(subject to realization) / Pay Order / Demand Draft / Electronic Fund Transfer in favour of BHEL.
  - ii) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.



- iii) Atleast 50% of the required Security Deposit, including the EMD shall be collected before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.
- iv) The security deposit shall be released to the contractor upon fulfillment of Contractual obligations as per terms of the Contract.
- v) The security deposit shall not carry any interest.

## **8.8 MSE vendors are exempted from submission of EMD subject to submission of Documents as mentioned in Tender**

### **8.8.1 INSTRUCTION FOR MSE SUPPLIERS**

(1) 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 (2 years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of CA certificate (format enclosed as per Annexure I where deemed validity of EM II certificate of 2 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 I incase of 2 part bid). Non submission of such documents will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. Documents should be notarized or attested by Gazetted officer.

(2) In addition to above documents MSE suppliers must submit the letter on company's letter head at BHEL office before due date of Tender Submission stating that they are MSE suppliers and as required in above paragraph at SI NO (1).

### **EMD SHOULD BE PLACED IN COVER-3**

## **9 TOWARDS STATUTORY LIABILITY**

9.1 BHEL has the privities of the contract with the contractor only and will give instructions to the contractor or his authorized representative. 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.

9.2 The contractor should ensure that the drivers of cars deployed to BHEL are physically and mentally fit and do not have any criminal record. The drivers should possess valid driving license, requisite skill, proficiency, qualification, experience, permits for driving public transport.

9.3 Contractor will be responsible for the good conduct of his drivers. In case of any misconduct / misbehavior by any driver, the contractor will ensure replacement of the driver(s) immediately.

9.4 The contractor will keep watch on his drivers. The contractor is liable for any loss to BHEL due to acts of omission and commission by his 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.

9.5 The contractor should provide necessary safety appliances to his drivers. The contractor shall be responsible for enforcing all safety regulations as applicable.

9.6 The contractor has to provide a first aid kit in the car.

9.7 Contractor should ensure that all precautions are taken for safety of his drivers and cars.

9.8 All statutory requirements under Minimum Wages Act, 1948, Payment of Wages Act, 1936, Workmen Compensation Act, 1923, EPF & MP Act, 1952, Payment of Gratuity Act, 1972, ESI Act, 1948, The Contract Labour (R&A) Act, 1970, Payment of Bonus Act, 1965, Income Tax Act, GST Act, Motor vehicles act, Insurance act and all other applicable Acts shall be complied with by the contractor.

9.9 Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.

9.10 The contractor should enclose a copy of his PAN card, GST Registration particulars along with his tender and any other relevant particulars.

9.11 Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.

9.12 The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.

9.13 Contractor to obtain insurance cover for his employees/equipment/tools and tackles etc and take third party risk insurance coverage at his own cost. BHEL shall not be responsible for any loss, damage and pilferage of his property and/or his employees.

9.14 The decision of BHEL regarding interpretation of any terms and conditions set forth in the Agreement shall be final and binding on the contractor.

9.15 The contractor shall not sublet, transfer, or assign the contract or any part thereof. In case the contractor contravenes this condition, BHEL shall be entitled to place the contract elsewhere at the risk and cost of the contractor and all expenses borne on this account shall be recovered from him.

9.16 The contractor shall not split or transfer to any other party any part of the contract during the currency of the contract.

## **10.0 Arbitration**

10.1 If Except where otherwise provided for in the contract, all questions and disputes relating to the meaning of the words, terms, specifications, operations, and instructions, mentioned in this contract and as to the quality of workmanship or performance of handling and/or transportation, any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, specifications, operating instructions, orders or these conditions; or otherwise concerning the transport and handling operations, the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof, shall be referred to a sole arbitrator i.e. HEAD ROD , BHEL, Chennai or nominee appointed by him in writing. There will be no objection if the arbitrator so appointed is an employee of BHEL. The arbitration shall be conducted

in line with the provisions Indian ARBITRATION AND CONCILIATION ACT, 1996. The award of the arbitrator shall be final and binding on both the parties

10.2 If the Arbitrator, to whom the matter is originally referred, is transferred or vacates his office or is unable to act for any reason, BHEL, shall appoint another person to act as Arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage, at which it was left by his predecessor.

10.3 The Arbitrator shall have power to call for such evidence by way of affidavits or otherwise as the Arbitrator shall think proper and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the Arbitrator to make the award without any delay.

10.4 The arbitration shall be conducted in line with the provisions Indian Arbitration and Conciliation Act, 1996. or any statutory modification or re-enactment thereof, and the rules made there under, and for the time being in force

10.5 It is a term of the contract that the party invoking arbitration shall specify the disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each dispute. The Arbitrator may, with consent of the parties, fix and/or enlarge the time for making and publishing the award as situation warrants.

10.6 The contract shall continue to be operated during the arbitration proceedings unless otherwise directed in writing by BHEL or unless the matter is such that the contract cannot be operated till the decision of the arbitrator is received.

10.7 The award of the Arbitrator shall be final, conclusive and binding on all parties to the contract.

10.8 The place of Arbitration will be BHEL, ROD office, Chennai.

## **11 Laws Governing The Contract:**

11.1 The contract shall be governed by the Indian Laws for the time being in force and only courts in Chennai, India shall have jurisdiction over this contract.

## 12 USAGE OF VEHICLE

### 12.1 Casual Hire

- Approximate no. of bookings – 800 to 900 per year

#### **Details of Vehicles required for visiting Officials & VIPS.**

(a) The types of vehicle are given below.

S.No	Type of Vehicles	Approx. Usage
01	Tata Indigo, Maruti Swift Dzire Tour, Toyota Etios, Amaze, Accent	81%
02	White Corolla Altis	5%
03	Verna/Honda City	0.5%
04	Xylo or equivalent	
05	Innova/Innova with bucket seat(Crysta)	13.5%

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

SNo.	Slab details	Weightage %
01	4 Hrs / 40 KM	7
02	6 Hrs / 60KM	3.5
03	8 Hrs / 80 KM	10
04	10 Hrs / 100 KM	68
05	Outstation trips	11.5

(c) Selection of Contractor/s will be based on the over-all Lowest Rates quoted in the Price Bid i.e., L-1 as evaluated based on the weightage indicated above.

(d) The tenderers have to submit the rates for all types of vehicle usage. If not quoted for any type, highest offered rates shall be presumed for loading purpose.

**Note: For evaluation purpose the excess HR/KM will be 1 hours and 10 KM for all usages. GST percentage will also be taken into consideration for evaluation.**

### **13 AMENDMENT TO THE TENDER NOTICE**

13.1 BHEL reserves the right to alter any condition(s), at any time, the terms and conditions of this tender notice, prior to the date of submission of offer by the tenderer, by way of amendments which will be notified to the prospective bidder.

13.2 For uniformity, the offer should be submitted ONLY in the prescribed proforma enclosed. Offers in any other form shall be summarily rejected and not considered for evaluation. No correspondence in this regard shall be entertained.

#### **14 OTHER TERMS AND CONDITIONS**

14.1 GST as applicable will be paid by BHEL

14.2 The usage of vehicles under each category given are only indicative and no guarantee can be given for the same volume.

14.3 BHEL reserves the right to award the contract to one or more than one tenderer on uniform rate/ Lowest rate. In the event of awarding contract to two parties , the quantum of work will be allotted approximately 60% to original L1 party and 40% to L2 party who will be matching the L1 rates in toto. If L-2 does not match L1 rates, L3 will be asked to match the L1 rates and so on.

BHEL reserves the right to negotiate the rates quoted by L-1 bidder.

14.4 Bharat Heavy Electricals Limited, ROD, Chennai reserves the right to reject the lowest or any tender or any part of the tender or all the tenders, or accept any tender or any part of the tender, without assigning any reason thereof.

14.5 Conditional tenders and tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions laid down by the accepting officer are liable to be rejected.

14.6 The General Manager/ Regional Operations Division, Chennai shall be the Accepting Officer herein referred to as such for the purpose of this contract.

14.7 This tender notice shall be deemed to form an integral part of the contract for this work.

14.8 The tenderers are advised to go thro' the terms and conditions carefully before submitting their quotations. No alteration shall be permitted after the submission of quotations.

14.9 If a tenderer expires after submission of his tender or after the acceptance of his tender, BHEL may at their discretion, cancel such tender. If a partner of a firm expires after the submission of the tender or after the acceptance of the tender, BHEL may cancel such tender at their discretion unless the firm retains its entity.

14.10 If a tenderer deliberately gives false information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract, if awarded and forfeit the Earnest Money Deposit/Security Deposit and any other money due and may not be considered for future tenders.

14.11 Canvassing in any form in connection with the tenders submitted by the contractors who resort to canvassing are liable to rejection.

14.12 Should a tenderer or contractor or in the case of a firm or company of contractors/one or more of its partners/shareholders/directors have a relation or relations in BHEL, the authority inviting tender shall be informed of the fact along with the offer, failing this BHEL may, at its sole discretion reject the tender or cancel the contract and forfeit the Earnest Money Deposit/Security Deposit.

14.13 The successful tenderer should not sub-contract the part or complete work under this contract.

14.14 Mere submission of offer does not construe that the bidder is qualified for this work and he stake his claim.

14.15 The acceptance of the tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights for the following without assigning any reason whatsoever.

- a) to reject any or all of the tenders.
- b) To split up the work amongst two or more tenderers.
- c) To award the work in part.

Clarifications if any, may please be got clarified during the pre-bid meeting.

15. BHEL Fraud prevention policy

"The bidder along with its associate/collaborators/sub-contractors/subvendors/consultants/service providers shall strictly adhere to BHEL fraud prevention policy displayed on BHEL web site <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".

**16 EVALUATION CRITERIA FOR PRICE BIDS:**

The method of evaluation of offers will be in the following manner:

16.1 Total cost to BHEL will be worked out on the basis of the weightage table as indicated in as per clause 12. Excess Hour/Km will be considered as per the rates indicated by the Tenderers and the rate for excess hour charges for 2 hrs. would be taken for evaluation purposes.

16.2 BHEL reserves the right to award the contract on casual hire package to one or more contractors due to operational convenience.

16.3 The selection of the contractor will be based on the overall lowest rates quoted by the Bidders i.e. L-1 in respect of each class of vehicle, which is applicable both the local trips as well as outstation trips. The successful tenderer would have to match the individual L-1 rate in each class of vehicle, in all aspects such as extra km, extra hour, driver bata.

16.4 The tenderers have to compulsorily quote for all the vehicles indicated in Annexure-I and Annexure II. If a tenderer fails to quote for any one of the annexures the tender will deemed to be rejected and his quote will not be evaluated in any of the categories.

## PART – 2 (PRICE BID)

ANNEXURE I

### PRICE BID FOR CASUAL HIRE (Local Trip)

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

**01. Name of the firm /**

**vendor:** \_\_\_\_\_

**02. Schedule of rates:**

Sl. No	Rate details in Rs. Category of vehicles	04Hrs/40Km	6Hrs/60Km	8Hrs/80Km	10 Hrs/100Km	Rate for Extra running Km	Rate for Extra Hours
[1]	[2]	[3]	[4]	[5]		[7]	[8]
01	Indigo/Swift Dzire Tour /Etios/Amaze/Accent Rate in Figures [Rs.]:						
	Rate in Words [Rs.]:						
02	Honda City Rate in Figures [Rs.]:						
	Rate in Words [Rs.]:						
03	White Corolla Altis Rate in Figures [Rs.]:						
	Rate in Words [Rs.]:						
04	Xylo or equivalent Rate in Figures [Rs.]:						
	Rate in Words [Rs.]:						
05	<b>Innova</b> Rate in Figures [Rs.]:						
	Rate in Words [Rs.]:						
06	<b>Innova with bucket seat (crysta)</b> Rate in Figures [Rs.]:						
	Rate in Words [Rs.]:						
07	A/C Tempo Traveller Rate in Figures (Rs)						
	Rate in Words [Rs.]:						

**03. GST percentage** \_\_\_\_\_

- Bidders are required to quote their best rates for all types of vehicles for all the slabs, extra running KM, extra hour rate and Driver Bata.
- The fuel prices per litre (Normal Diesel) prevailing on the date of Technical bid opening will be considered as base price for PVC clause.
- Toll charges, parking charges will be paid extra at actual for which documentary proof to be provided.
- GST percentage will be taken into consideration for evaluation and Tempo Traveller will not be taken into consideration for evaluation.

Signature of the Tenderer

## PART – 2 (PRICE BID)

### ANNEXURE – II

#### PRICE BID FOR CASUAL HIRE (Outstation Trip)

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

**01. Name of the firm /**

**vendor:** \_\_\_\_\_

**02. Schedule of rates:**

Sl. No.	Rate details in Rs. Category of vehicles	Minimum km per day	Rate per Km	Driver batta	Night halt charges if any
[1]	[2]		[3]	[4]	[5]
01	Indigo/Swift Dzire Tour /Etios/Amaze/Accent Rate in Figures [Rs.]:	250			
	Rate in Words [Rs.]:				
02	Honda City Rate in Figures [Rs.]:	250			
	Rate in Words [Rs.]:				
03	White Corolla Altis Rate in Figures [Rs.]:	250			
	Rate in Words [Rs.]:				
04	Xylo or equivalent Rate in Figures [Rs.]:	250			
	Rate in Words [Rs.]:				
05	<b>Innova</b> Rate in Figures [Rs.]:	250			
	Rate in Words [Rs.]:				
06	<b>Innova with bucket seat (Crysta)</b> Rate in Figures [Rs.]:	250			
	Rate in Words [Rs.]:				
07	A/C Tempo Traveller Rate in Figures (Rs)	250			
	Rate in Words [Rs.]:				

**03. GST percentage** \_\_\_\_\_

- Note:**
- Bidders are required to quote by quoting their best rates for all types of vehicles and driver Bata.
  - The fuel prices per litre (Normal Diesel) prevailing on the date of Technical bid opening will be considered as base price for PVC clause.
  - Interstate permit charges, toll charges, parking charges will be paid extra at actual for which documentary proof to be provided.
  - A Day means the Calendar Day from 4 am to 4 am on the following day
  - GST percentage will be taken into consideration for evaluation and Tempo Traveller will not be taken into consideration for evaluation.

Signature of the Tenderer