

Tender Enquiry No. : BP/HR- TSX/CR/E- 018

Annexure – B

The contract needs to be executed on proper stamp paper of the value of Rs. 100/- (Rupee one hundred only) to be purchased by the contractor. It should be signed with seal of the firm / Company and witnesses from both the sides.

H) Earnest Money Deposit:

- 1) A sum of Rs.1,50,000/- (Rupees one Lakh fifty thousand only) shall be deposited as Earnest Money Deposit alongwith the tender (Technical Bid), payable in the form of crossed Demand Draft in favour of BHEL payable at Bhopal.
- 2) Earnest Money will be refunded to unsuccessful Tour & Taxi Operators/Travel Agencies after acceptance of award of work by the successful tenderers.
- 3) Earnest Money Deposit shall not carry any interest.

I) Security Deposit

- 1) The successful tenderers will have to make Security Deposit as per Works Policy, 2008 of BHEL. In accordance with Works Policy, rate of Security Deposit will be as below:

Upto Rs. 10 Lakhs	10%
Above Rs. 10 lakhs upto Rs. 50 Lakhs	Rs. 1 lakh + 7.5% of the amount exceeding Rs. 10 lakhs
Above Rs. 50 Lakhs	Rs. 4 lakhs + 5% of the amount exceeding Rs. 50 lakhs.

- 2) The Security Deposit as mentioned at para 8.22 of Works Policy, will be deposited in any one of the following forms:
 - i) Cash (as permissible under the Income Tax Act)
 - ii) Pay Order, Demand Draft in favour of BHEL.
 - iii) Local cheques of Scheduled Banks, subject to realization.
 - iv) Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificate should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back)
 - v) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have approval of BHEL.
 - vi) Fixed Deposit Receipt issued by Scheduled Banks/Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.
 - vii) Security Deposit can also be recovered at the rate of 10% from the running bills. However in such cases 50% of the Security Deposit should be deposited before the start of the work and the balance 50% may be recovered from the running bills.
 - viii) EMD of the successful tenderer shall be converted and adjusted against the Security Deposit.
 - ix) Security Deposit shall not carry any interest.

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

- iv) Contractor shall provide to *his employees all tools, tackles and equipments* and maintain the same to carry out the job under the contract at his cost and if necessary contractor may *take insurance policy of his men, vehicles, equipments and tools and tackles.*
- v) *Log Book should be maintained with each vehicle by the Driver reflecting journey undertaken daily which will invariably be got filled-up by the user himself in all cases of other than fixed destination routine journeys affixing his signature and the same duly certified by the authorized official deputed for this work. The logbook shall be maintained as per the format / Annexure –E and the daily trip/run details for billing shall be prepared on the basis of this.*

D) Rights and obligations of BHEL

- 1) In case the contractor does not carry out the contractual/statutory obligations or the services rendered by him are found to be unsatisfactory, BHEL shall bring the same to his notice and he will be obliged to discharge the obligations and *rectify the deficiency / anomaly* within specified time failing which BHEL reserves the right to *impose the specified penalty and/or terminate the contract* without assigning any reason whatsoever. In such an event, no damages will be payable for short closure of the contract.
- 2) In case of misbehavior, disobedience, dishonesty, clandestine insolvency, any court order, non-sanction of road permit or any other related activities on the part of contractor or his employees deputed under the contract or on their failure to fulfill the terms and conditions of the contract, the contract may be terminated at any time without paying compensation whatsoever to the contractor.
- 3) BHEL reserves the right to short close the contract at its discretion at any point of time without assigning any reason thereof.
- 4) PENALTY : A penalty of Rs. 100 (Rupees one hundred only) per occasion will be levied and deducted from the running bills or from the security deposit without any prior intimation to the Contractor, in case:
 - i) If the driver of the Contractor does not follows any other Motor Vehicles Safety Rules.
 - ii) If the driver of the Contractor is found not carrying BHEL's PLACARD given, alongwith his vehicle, not displaying it in front of the vehicle as well as at the exit point at Airport, Railway Stations and Hotels etc. as per the instruction of the Car Pool Incharge.
 - iii) The decision of the Manager (TSX) shall be final and binding in this regard.
- 5) The decision of BHEL regarding interpretation of any terms and conditions set forth in the Agreement shall be final and binding on the contractor.

E) Duration of the Contract

The duration of the Contract shall be two year from the date of award of work. However, depending upon satisfactory performance this may be further extended subject to a maximum period of One year.

F) Arbitration and Governing Law

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

G) Signature of the Parties/Agreement

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- iii) Contractor shall ensure payment of statutory prescribed minimum wages as applicable from time to time. The Contractor shall maintain proper records of timely disbursement of wages. These records need to be preserved for a period of at least 3 years and should be made available even after the contract is over for any verification by the statutory authorities/BHEL authorities.
- iv) Contractor to provide PF passbook to his employees and ensure payment of PF, EDLI, pension dues under EPF & MP Act, 1952 to the RPFC.
- v) 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.
- vi) The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
- vii) The Contractor shall issue an employment card in Form XIV to each worker within three days of the employment of the workers under Rule 76 of Contract Labour (Regulation & Abolition) M.P. Rules, 1973. The Card shall be maintained upto date and any change in the particulars shall be promptly entered therein. A copy of the employment card in respect of workers deputed under this contract should be submitted to BHEL within 15 days of receipt of work order.
- viii) Route permit/ National permit/ Clearance from RTO or any other authority concerned and compliance of any other legal formalities connected with the contract have to be arranged by the Contractor at his cost. BHEL doesn't take any responsibility in this regard.
- ix) The Contractor will ensure that all vehicles deployed under this contract agreement are covered by a comprehensive insurance policy. Under no circumstance shall BHEL be liable to compensate for any loss or damage that may be caused to/by the vehicles while engaged in discharge of the Contractor's obligations under this contract.
- x) 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, pilferage of his property and/or his employees.
- xi) Contractor should have independent code numbers/ exemptions under EPF & MP Act, 1952 and shall cover his employees under the said codes.

4) Towards supply of vehicles & Log Books:

- i) Well maintained and road worthy vehicles will only be taken under the contract for providing services to BHEL. The deputed vehicles will be inspected by Incharge, Car Pool, BHEL or by any other person authorized in this regard and if the vehicles are not found in road worthy condition, the same will be sent back. Replacement should be given within reasonable time.
- ii) The vehicle will be utilized by TSX (Car Pool) department for plying in Township/adjoining areas; within and outside the municipal limits of Bhopal.
- iii) The Vehicles should be furnished with following items.
 - a) The relevant documents like R.C Book, Driving License, Permit and Pollution Certificate etc.
 - b) Cars should be provided with Deluxe seats. The BACK REST should be covered with WHITE cover and the bottom with WHITE TOWELS/cover.
 - c) The cars should be provided with foot matting and reverse horn.
 - d) Perfume spray should be provided inside the car.
 - e) A First Aid box and a complaint register should be kept in the vehicle.
 - f) The Cars should be provided with additional/emergency accessories like a) Fan belt, b) Stephney, c) Standard toolkit, d) spare bulb, e) fuses, f) hose pipe etc. to attend emergency repairs.
 - g) Feedback Forms.

- ii) Contractor *shall supervise the work* allotted to him and to be carried out by his employees.
- iii) Contractor has to ensure that the employees deployed by him in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc.
- iv) The Contractor should also ensure that he/she will engage the vehicles with drivers who know the following genuine ethics and he will instruct them to implement the same: -
 - a) The driver should have minimum three years experience of driving similar types of vehicles with proof of valid driving license.
 - b) The driver should keep the vehicle neat and clean daily/timely before reporting for the duty.
 - c) The driver should allow the passengers to get inside the vehicle and he should enter into car later.
 - d) The driver himself should open and close the doors for all passengers/customers while boarding and alighting the vehicle.
 - e) The driver shall not smoke/be drunken while on duty.
- v) Contractor has to maintain appropriate records of his employees deployed to carry out the job(s).
- vi) Contractor has to *provide employment card/identity card* to his employees with photograph duly verified and attested by the Contractor. Contractor has to *indicate the name* of the proprietary/partnership firm/company, *place of work, contract number and duration of validity of card*.
- viii) Contractor will be *responsible for the good conduct of his employees*. In case of any misconduct/misbehaviour by any of his employee on duty, the contractor will replace such employee(s) immediately.
- ix) Contractor *will keep watch on his employees and he will be liable for any pilferage/loss to BHEL* due to acts of omission and commission by his employees. Similarly, liability for any compensation to outsiders on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with the contractor.
- x) The contractor shall be *responsible for enforcing all safety regulations as applicable under motor Vehicles Act*.
- xi) The contractor has to ensure that Drivers deputed on duty by him should wear a *distinct uniform* preferably white in colour. The Uniform should bear logo of the Contracting firm/company. The uniform shall be kept in neat, tidy and wearable condition. While deputing Drivers on VIP AC Cars and AC Esteem-VX, Drivers must wear proper uniform and the Cap as integral part of the uniform.
- xii) Contractor has to ensure *that all precautions are taken for safety* of his employees and equipments.
- xiii) In the event of termination of contract for any reason whatsoever, the *contractor shall withdraw immediately all his employees* from the establishment of BHEL. In case contractor decides to terminate services of his employees, *he should settle all terminal dues including retrenchment compensation*.

3) Towards statutory liability

- i) 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, The Contract Labour (R&A) Act, 1970, Payment of Bonus Act, 1965, Income Tax Act, Service Tax Act, Motor Vehicles Act, 1988 and all other applicable Acts shall be complied with by the contractor.
- ii) 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.

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- iv) The parking charges, toll tax, barrier tax, State border entry tax etc. during BHEL's duty will be paid extra by BHEL on actuals against documentary proof.
- v) Payment to the Contractor will be made within 90 days. The Contractor is required to submit the bills (in duplicate) on monthly basis. All payments will be made through Cheques.
- vi) The final rates and charges will be inclusive of all charges like fuel, taxes, comprehensive Insurance, payment to staff, vehicle maintenance, overhead expenditure etc. but will not include Service Tax. Service Tax will be paid by BHEL to the Contractor.
- vii) 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.
- viii) The rates finalized will be firm during the contract period. However, due to change in fuel prices, (a) Full Day (8 Hrs. OR 80 KMs), (b) Half Day (4 Hrs. OR 50 KMs) and (c) Extra Running (Per KM) shall be paid w.r.t. increase / decrease at the following rates per KM for every one Rupee or part thereof per litre increase/decrease in the cost of fuel subject to documentary evidence. The rate for extra waiting and night detention will remain firm and no change will be admissible on any account whatsoever.

Sl No.	Category of Vehicle	Fuel	Rate of Price Variation
(1)	(2)	(3)	(4)
1.	Non AC Tata Indica	Diesel	0.07
2.	AC Tata Indica	Diesel	0.08
3.	AC Indigo, Esteem, Innova	Petrol	0.11
4.	AC VIP Cars-Opel, Ford icon, Accent, Fiesta	Diesel	0.11
5.	AC Honda City (Petrol)	Petrol	0.09
6.	Non AC Tata Sumo/Specio/Bolero	Diesel	0.10
7.	Non Ac Toyota-Qualis & Scorpio/Tavera	Diesel	0.10
8.	Ac Toyota-Qualis & Scorpio/Tavera	Diesel	0.13
9.	Non AC 18/32 Seater Mini Bus	Diesel	0.17
10.	AC Mini Bus – 18/32 Seater	Diesel	0.25
11.	AC 35 Seater Bus (Full Size)	Diesel	0.40
12.	Non AC 52 Seater Bus (Full Size)	Diesel	0.33
13.	Pick up Van, Tata-407	Diesel	0.17

C) Contractual and legal obligations of the Contractor:-

1) General

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

2) Towards selection, control and supervision of employees

- i) *Contractor shall decide the number of employees to be deployed for execution of the work awarded to him by BHEL and he or his authorized representative(s) will be solely responsible to dictate such workers about the manner of carrying out the work as per the prescribed specifications and quality plan. There shall be no interference or intervention whatsoever by BHEL.*

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5. Tour and Taxi operators should be able to supply vehicles ranging between 1 to 30 at any point of time on a short notice, failing which their contract will be terminated at the discretion of BHEL.
6. Tour and Taxi operators should have PAN No for deduction of TDS as per Income Tax Act.
7. Tour and Taxi operators should have Service Tax Registration Number/Service Tax Code and Accounting Code as per Service Tax Act.

B) General Terms and Conditions**1) Specifications of the job to be awarded**

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

Sl No.	Category of Vehicles
1.	Non AC Tata Indica
2.	AC Tata Indica
3.	AC Indigo, Esteem, Innova
4.	AC VIP Cars-Opel, Ford icon, Accent, Fiesta
5.	AC Honda City (Petrol)
6.	Non AC Tata Sumo/ Specio /Bolero
7.	Non Ac Toyota-Qualis & Scorpio/Tavera
8.	Ac Toyota-Qualis & Scorpio/Tavera
9.	Non AC 18/32 Seater Mini Bus
10.	AC Mini Bus – 18/32 Seater
11.	AC 35 Seater Bus (Full Size)
12.	Non AC 52 Seater Bus (Full Size)
13.	Pick up Van, Tata-407

2) Measurement of the job:

The following methods of measuring the job carried out by the contractor will be adopted :

- i) Full Day (8 Hrs. OR 80 KMs)
- ii) Half Day (4 Hrs. OR 50 KMs)
- iii) Extra Running (KM)
- iv) Extra Waiting (Hour)
- v) Night Detention (12 Mid night to 6:00 AM)
- vi) Outstation

3) Payment to the Contractor

- i) Payment to be made to the contractor on the basis of actual work carried out.
- ii) The outstation hiring charges will be paid for minimum 250 KMs per day. However, no other charges will be applicable except Night Detention Charge, if any. For outstation journey the rate for extra running per KM will be applicable.
- iii) In case of AC-Esteem-VX & VIP AC Cars (Opel, Ford Icon, Accents, Lancer AC Honda City) one local Newspaper each in Hindi & English with one bottle of Mineral Water will be provided by the Contractor. Cost of such will be shown separately in the bills and shall be reimbursed to the Contractor.

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- a) The net income tax paid during the assessment year 2008-2009. The parties paid higher income Tax during the assessment year 2008-2009 will be given preference.
 - b) Experience with BHEL in the field of deployment of vehicles by way of rendering satisfactory services.
 - c) Experience with any other organization in the field of deployment of vehicles.
 - d) Number of vehicles having registration under their name / firms' name.
- 7) The overall L1 party shall be offered lowest picked up rates for acceptance and the same rates shall be counter offered to L2 & L3 parties for acceptance. However, In case the lowest picked up rates are found to be unreasonable, BHEL reserves the right to reduce the rates quoted by the Tour & Taxi Operators/Travel Agencies.
 - 8) BHEL reserves the right to award the contract to only one party or distribute/split the total requirements amongst maximum three parties. Such distribution to L1, L2 & L3 party will be at the rate of 55%, 25% & 20% respectively.
 - 9) BHEL reserves the right to accept or reject any bid/all bids or cancel/ withdraw the invitation for bid without assigning any reason whatsoever and in such case no Tour & Taxi Operators/Travel Agencies shall have any claim arising out of such action by BHEL.
 - 10) Belated and revised offers received after opening of the Technical Bid will not be considered, however, BHEL reserves the right to invite fresh tender or to negotiate for reduction in rates/terms of offer.
 - 11) If any Bidder fails to deploy the vehicle after issuance of the work order in his favour, BHEL may forfeit the Earnest Money so deposited by him, terminate the contract and also initiate action to delist/ban future business dealings with such party.
 - 12) All tenders shall remain valid for acceptance for a minimum period of 90 (ninety) days from date of Price Bid opening.
 - 13) The base rate of fuel will be one prevailing on the date of Technical Bid opening.
 - 14) All entries in the tender documents should be neatly written in ink or typed. Erasing and/or overwriting is not permitted. Bidder should attest the corrections and insertions, if any, by putting his signature thereon.
 - 15) The name, full address and phone number(s) of the Tour & Taxi Operators/Travel Agencies should be furnished at appropriate place in the tender documents. In case of a partnership firm, the name and addresses of all the partners with a certified copy of the partnership deed shall be furnished along with the tender. All partners have to sign the tender documents unless the power of attorney has been given to any partner. In such case, copy of the power of attorney duly attested by a Gazetted Officer must be attached with the tender.

Minimum Qualifying Criterion:

1. Only registered Tour and Taxi operators having establishment/Office at Bhopal are eligible.
2. Tour and Taxi operators should have minimum experience of atleast three years in running five vehicles of either of the specified types.
3. Tour and Taxi operators should have minimum ten vehicles (any combination) of the specified types having Taxi permit and registered in their own name or firm's name. Such vehicles should not be registered before 01.11.2003.
4. Tour and Taxi operators should have registered themselves with provident fund commissioner. However, Tour and Taxi operators who are not covered under the relevant Act should have exemption certificate to this effect.



**Bharat Heavy Electricals Limited, Bhopal
(Human Resource Department)**

Rate contract for Hiring Vehicles on Contingency Requirement.

A) Special terms and conditions

- 1) The contractor shall give quotations for the following categories of vehicles:

Sl No.	Category of Vehicles
1.	Non AC Tata Indica
2.	AC Tata Indica
3.	AC Indigo, Esteem, Innova
4.	AC VIP Cars-Opel, Ford icon, Accent, Fiesta
5.	AC Honda City (Petrol)
6.	Non AC Tata Sumo/ Spacio /Bolero
7.	Non Ac Toyota-Qualis & Scorpio/Tavera
8.	Ac Toyota-Qualis & Scorpio/Tavera
9.	Non AC 18/32 Seater Mini Bus
10.	AC Mini Bus – 18/32 Seater
11.	AC 35 Seater Bus (Full Size)
12.	Non AC 52 Seater Bus (Full Size)
13.	Pick up Van, Tata-407

- 2) The charges quoted in the tender shall be inclusive of all overhead charge like fuel, taxes, Comprehensive Insurance, payment to staff, vehicle maintenance, overhead etc. but does not includes Service Tax.
- 3) All the rates should be quoted in figures and also in words in "Price Bid" Annexure D. Any overwriting / Correction should be attested by the Bidder. If there is any discrepancy in words and in figures, the rates quoted in words shall be taken into account.
- 4) All the offers received will be scrutinized and only the technically qualified offers will be considered.

5) Evaluation criteria of bids

The following criteria will be followed:-

- (i) Bidders are required to bid by quoting their Best rates for different types of Vehicles for Full day only, i.e (8 hours OR 80 kms, whichever is earlier).
- (ii) Based on the rates quoted for Full day, the rates for other items namely, (a) Half Day (4 Hours OR 50 kms), (b) Extra running, (c) Extra Waiting, (d) Night Detention shall be decided on the basis of multiplying the percentage factors as mentioned in the Annexure D with Full day rates. For example, the rates for extra running shall be arrived at by Multiplying the Full day Rate with the percentage factor (0.88).
- (iii) The evaluation criteria to decide the relative position of Bidders shall be on the basis of Weighted Average Rate (R), which will be calculated as per the following formula.

$$R = (r_1 \times 41.29\%) + (r_2 \times 8.49\%) + (r_3 \times 33.66\%) + (r_4 \times 0.71\%) + (r_5 \times 1.50\%) + (r_6 \times 2.19\%) + (r_7 \times 0.48\%) + (r_8 \times 0.58\%) + (r_9 \times 1.29\%) + (r_{10} \times 2.09\%) + (r_{11} \times 2.53\%) + (r_{12} \times 1.51\%) + (r_{13} \times 3.69\%)$$
where $r_1, r_2, r_3, \dots, r_{13}$ are the rates quoted by the Bidders for Item no. 1 to 13 respectively as given in the Column no.3 of Annexure D. Bidders are required to quote for all the 13 items compulsorily failing which their case will not be considered.
- 6) In case rates happens to be identical the evaluation criteria will be on the basis of the following order :