



Tender Enquiry No. : BP/HR- TSX/RF/E- 023

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

Rate Contract for Hiring Vehicles

Minimum Qualification of the bidders :

- a) Transport Contractors should have establishment /office within Municipal limits of Bhopal with landline telephone.
- b) Transport Contractors must have registration of their firm under Shops and Establishment Act / Municipal Corporation as tour and travel agency / Operator.
- b) Transport Contractors should have continuous experience of minimum three years during the last seven years (01.01.2003 to 31.12.2009) in running at least four vehicles on full time basis of the following type (Tata Indica, Tata Spacio, Mahindra Bolero, Mahindra Maxxi) as well as equivalent vehicles i.e: (Commander, Sumo, Scorpio, Tavera, Qualis, Innova, etc) in any Industrial Establishment/ office. However the experience has to be for regular deployment of vehicles on day to day basis during the above mentioned period at least for three consecutive years.

They have to furnish the following documents in support of their requisite experience and if required the same can be verified by BHEL from the issuing authority in order to ascertain the veracity of certificate.

- 1) A copy of duly signed work order(s) issued by the Industrial establishment / Office. **OR**
A copy of agreement signed between the bidder and Organization mentioning the period of contract and Number of above mentioned Vehicles deployed against LOI / Work Order.
 - 2) Experience certificate from Organization clearly mentioning the Number of Vehicles deployed and the period for which the vehicles were deployed besides mentioning that the services were found to be satisfactory during the entire contract period.
 - (3) All the tenderers are required to furnish a vendor performance rating (VPR) certificate as per format at annexure E for the minimum no. of required vehicles (04 LCVs) from the authority issuing experience certificate. For agencies dealing with BHEL, VPR certificate from BHEL is needed.
- c) Transport Contractors should have minimum four Indica Cars of **not prior to 01.01.2007 model** duly registered in their own name/firm/ partner's name. Holding power of attorney for vehicles will not suffice to be ownership. The A/c Indica cars (Vista) to be deployed in BHEL must have registration on or after 01.01.2010.



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- d) Transport Contractors should have registered themselves with Provident Fund Commissioner **OR** should have obtained exemption certificate for not being covered under the relevant Act. However, Transport Contractors who have already applied to Provident Fund Commissioner for registration or for exemption may also apply for tender provided they shall submit the relevant documents of registration/exemption within 30 days from the effective date of award of work order failing which this contract can be terminated.
- e) Transport Contractors should have PAN for deduction of TDS as per Income Tax Act.
- f) Transport Contractors should have/applied for Service Tax Registration Number/Service Tax Code for remittance of service tax under the Service Tax Act.
- g) A copy of Income Tax Return of last two Assessment Years i.e. 08-09 and 09-10 is to be enclosed along with Tender documents.

Special Terms & condition

- 1. a) Quotations shall be given on rate per KM basis, however, minimum assured run of 2500 KMs will be given. The charges would be inclusive of all overhead charges like Fuel, Taxes, Comprehensive Insurance, Payment to staff, Vehicle maintenance, etc but will not include Service Tax.
- b) All the rates should be quoted in figure as well as in words in Annexure-D.
- c) All the offers received will be scrutinized and only the technically qualified offers will be considered.
- d) The Technically disqualified offers will be rejected and no intimation shall be given by the management in this regard.
- e) Tender priority i.e. L1, L2, L3 party etc. will be arrived at based on the rate quoted by the parties.
- f) In case rate happens to be identical the evaluation criteria will be on the basis of the following order:-
 - i) Experience with BHEL in the field of deployment of vehicles by way of rendering satisfactory services.
 - ii) Experience with any other organization in the field of deployment of vehicles.
 - iii) Higher number of vehicles quoted for deployment.
 - iv) Turn over of last two years (Financial Year: 07-08 and 08-09) as per Balance Sheet / IT Return. A copy of the same is to be enclosed along with Tender documents.
- g) The number of vehicles to be contracted shall be distributed as follows :
 - a) L1 – 07 cars or no. of cars offered by party whichever is less
 - b) L2 - 06 cars or no. of cars offered by party whichever is less
 - c) L3- 04 cars or no. of cars offered by party whichever is less
 - d) L4 – 02 cars

However BHEL reserves the right to change the above distribution, if conditions so warrant.



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- h) All the parties who accept the counter offered rate, will be listed by BHEL for award of contract as per the requirement of vehicles. In case, any Transport Contractor does not accept the counter offered rate, chance will be given to the party next in line.
 - i) BHEL reserves the right to reject any tender at any stage without assigning any reason thereof and no correspondence shall be entertained in this regard.
2. In the event of placement of orders on dependent family members of BHEL employees, their dependency will be reviewed in accordance with BHEL Personnel Manual.
3. Rate Contract is intended for deployment of Brand New Vehicles which should be registered u/s 2 (35) of MV Act for commercial use with RTO under Taxi permit. Brand New vehicles purchased on or after 01/01/2010 shall only be acceptable under this rate contract. Successful bidders shall submit documentary proofs regarding RTO Certificate, insurance etc. before deployment of the vehicles.
4. Transport Contractors who have purchased vehicles **on or after 01/01/2010** or who can buy brand new vehicles shall be considered for operation under this contract, provided they fulfill other conditions. However, Transport Contractors having no brand new vehicles of required type (i.e. Indica vista) shall also be considered for operation under this contract provided they undertake to purchase and deploy the quoted vehicles (brand new) within one month from the date of award of contract.
5. The essence of the contract being punctuality and regularity in providing courteous transport service to the users, the vehicle offered should be well maintained, good running condition and road worthy to ensure smooth and trouble-free services during the entire contract period.
6. The Vehicle will be utilized by Car Pool under Human Resources Department for plying in Township/adjoining areas generally within the municipal limits of Bhopal with timings decided by BHEL.
7. The monthly run is the sum of run of deployed vehicle on all the days of the month during which the vehicle was deployed. The run of the working days is counted as the meter reading's difference of first reporting in the pool and last duty performed by KM reading in the pool. Any unauthorized journey by the vehicles will be disallowed.
8. The vehicle shall be required to operate through out the month. One day off in each fortnight shall be allowed by BHEL for maintenance and repair of vehicle.



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9. The Transport Contractors are required to quote number of vehicles they intend to deploy in BHEL. However they have to quote for minimum two vehicles.
10. The vehicles will normally be deployed on a 12 hours basis with 01 (One) driver. The drivers should have Mobile with at least Incoming facility. The timing of deployment of vehicles shall be decided by BHEL as per the requirement.

General Terms & conditions

01. The contractor has to ensure the following to be provided while deploying the vehicles:-
 - i) The relevant documents like R.C Book, Driving License, Permit and Pollution Certificate etc.
 - ii) Cars should be provided with deluxe seats. The BACK REST should be covered with WHITE cover and the bottom with WHITE TOWELS.
 - iii) The cars should be provided with CD player, Clock, Foot matting and reverse horn.
 - iv) Perfumes spray should be provided inside the vehicle.
 - v) BHEL Monogram should be provided in front of the vehicle duly covered with radium light.
 - vi) A First Aid box and a complaint register should be kept in the vehicle.
 - vii) 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.
 - viii) Drivers of the vehicles shall wear White Shirt and Black pant on the duty. In case of non compliance, penalty @ of Rs. 100/- on each occasion shall be imposed to the Contractor.
03. The contractor should maintain their vehicles as per the above specification throughout the contract period.



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04. 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 :-
- i) The driver should have minimum three years experience of driving similar vehicles with proof of valid license.
 - ii) The driver should keep the vehicle neat and clean daily/timely before reporting the duty.
 - iii) The driver should allow the passengers to get inside the vehicle and later only he should enter into car.
 - iv) The driver himself should open and close the doors for all passengers/customers while getting into and getting out the vehicle.
 - v) While on pick up from Station/Airport, the driver should display the Placard at the EXIT of the railway station/Airport. In case of non compliance, penalty @ Rs. 100/- on each occasion shall be imposed to the Contractor.
 - vi) The driver shall not smoke/be drunken while on duty.
05. The name of tenderer with full official address and landline phone number(s) 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, copy of the power of Attorney duly attested by a Gazetted officer must accompany the tender.
06. Belated and revised offers after opening of the tender will not be considered, but BHEL reserves the right to invite fresh tender or to negotiate for reduction in rates/ terms of offer.
08. All entries in the tender document should be typed or with Ink. Erasures and overwriting are not permitted. The tenderer concerned should sign the corrections and insertions, if any.
09. If a Tenderer withdraws his offer after submission of the tender, or after acceptances of his tender fails to deploy the required numbers of vehicles, BHEL reserves the right to forfeit the Earnest Money so deposited and terminate the contract.
10. BHEL, Bhopal reserves the right to reject any Bidder or all the Bidders at any point of time without assigning any reason thereof.



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11. This tender document shall be deemed to form an integral part of the contract to be entered into for this work.
12. 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 bidders. BHEL shall in no way be responsible for any such acts, omissions or any liabilities arising there from.
13. BHEL Bhopal reserves the rights to have parallel contract with any number of contractors.
14. As and when required, 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 Bidder at his cost. BHEL doesn't take any responsibility in this regard.
15. Tenders should remain valid for acceptance for a minimum period of ninety (90) days from the date of Price Bid opening. The rates quoted should be firm for a period of three years from the date of acceptance of the tender except for adjustment in hiring rate due to change in Fuel price.
16. 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.
17. In case it is found that any party is involved in Sub-Letting of any vehicles, the contract with the said party would be reviewed by the BHEL and it may result in forfeiting of security deposit, termination of Contract and/or Black listing of the said party. No correspondence shall be entertained in this regard and the decision of BHEL shall be binding on the parties.
18. **PENALTY:**
 - i) For non-supply of stipulated vehicle/non arrangement of alternative vehicle, penalty at following rate shall be imposed and deducted from the running bills except subject to force majeure like fire, accident, any public unrest, any other act of God etc.

a)AC Indica Car (Vista)

Rs. 700/- on each occasion



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- ii) After resuming duty, if a contractor does not ply the vehicle for the rest of the day OR driver remain absent OR driver refuses to attend duty for any reason, penalty as above shall be imposed.
 - iii) 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 failing which penalty as at 18 (i) shall be applicable.
 - iv) 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, a penalty amounting to Rs. 1000/- will be imposed on the concerned contractor. Repeated acts of indiscipline are punishable by stopping the services without any notice or termination of the contract and other consequences depending upon the gravity of the case.
 - v) A penalty of Rs. 100/- (Rupee One Hundred only) shall be levied and deducted from running bills on each occasion if the driver of the contractor does not display the BHEL PLACARDS given at the EXIT of Railway Station/Airport and/or Hotels etc. as per instructions of the transport authorities.
 - vi) A penalty of Rs. 500/- (Rupee Five Hundred only) shall be levied and deducted from the running bills if the driver of the contractors not following any Motor Vehicle Safety Rules.
19. Bidders are required to provide vehicles at the specified time and venue.
20. The successful contractor shall have to execute an agreement with BHEL on a non-judicial stamp paper of the value of Rs. 100/- (Rupees One Hundred Only) at his own cost.
21. BHEL reserves the right to check speedometer of the deployed vehicles at any point of time and if it is found inaccurate any suitable action, deemed fit, may be taken.
22. The contracted vehicle(s) will be 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 vehicle(s) 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 Contractor's vehicle(s) or transport arrangement, will be deducted from the monthly running bills of the contractor and such damage/losses shall be determined by the BHEL at its sole discretion.



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23. Only the authorized staff attached to the contracted vehicles or representative nominated by the Bidder shall be allowed entry inside the company's or any other premises during the course of contract.
24. The persons employed by the Contractor in respect of his vehicles 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.
25. The contractor shall be responsible for providing necessary staffs like Licensed Driver with the prescribed uniform applicable to the nature of deployment. He will also be responsible for their courteous behavior toward the staff & executives of BHEL and passengers in the vehicle.
26. Accidents occurring during the course of company's work should be reported by the contractors to the Senior Manager (TSX) immediately but not later than 24 hours. This will be followed by a detailed report from the Contractor.
27. The Bidders will operate their vehicles entirely at 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.
28. The Bidders will make their own arrangements for the parking of their vehicles overnight or during off/holidays.
29. The Bidder will ensure that all vehicles under this contract agreement are covered by a comprehensive insurance policy throughout the tenure of the contract. Under no circumstance shall the company 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.
30. The Contractor will have to indemnify BHEL against:-
 - i) All claims for injury or damage to any person property caused by his negligence or negligence of his employees whilst in BHEL premises.
 - ii) Observance of Labour & Industrial Laws.
 - iii) All claims by way of compensation and all other types of unforeseen claims, which may occur in the course of contract.
 - iv) All payments by way of compensation or otherwise which the company may be called upon to make under the provisions of the relevant Acts to any workmen as aforesaid, and any cost incurred by the company in connection with any claim preferred by such workmen and or against all action, claim and demands whatever in respect thereof or in any loss, injury or damages whatever to any third person arising out of or occasioned by the negligent, imperfect or improper performance of this contract by the Contractors, their workmen servants or agents.



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- v) All claims, payments and losses that the company may have to make or suffer on account thereof. The Bidder shall whenever required to do so by the company or Govt. officials authorized under law, produce for inspection all forms, register and other papers required to be maintained under the various statutes.
31. In case, the company be held liable for any loss, damage or compensation to third parties arising from or in relation to transport operations done by the bidder, such loss, damage or compensation shall be paid by the Contractor to the company together with the costs incurred by the company on any legal proceedings pertaining thereto.
32. The bidder will observe and comply with the requirements of the Minimum Wages Act and other Industrial & Labour legislations for the time being in force or that may hereafter be brought into force, governing the relationship between the employer and the employee.
33. The Bidder will accept liability for compensation in accordance with the provision of the Motor Vehicles Act, 1988, Workmen Compensation Act, 1923 read with Employees State Insurance Act, 1948, amendments thereafter and or other law for the time being in force for personal injury caused to any workman by accident arising out of and in the course of this contract.
34. 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 conditions of this agreement.
35. A sum of Rs. 2,00,000/- (Rupees Two Lakh only) shall be deposited as Earnest Money Deposit along with the tender, payable in the form of Crossed Demand Draft in favour of BHEL payable at Bhopal.
36. Earnest Money Deposit will be refunded to unsuccessful bidders after acceptance of award of work by the successful tenderers. Earnest Money Deposit of the successful bidders shall be converted and adjusted against the Security Deposit as part payment of work order.
37. Earnest Money Deposit shall not carry any interest.
38. The successful tenderers will have to make Security Deposit as per Works Policy, 2003 of BHEL. In accordance with Works Policy, rate of Security Deposit will be as below:



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Contract Value	SD Amount
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.

39. The Security Deposit as mentioned at para 38 above, can 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 subject to a maximum of 50% of the total security deposit value. The balance 50% has to be remitted either by cash or in other form of security.
- vi) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the bank.
- 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.

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.*

40. Security Deposit shall not carry any interest.

41. The successful tenderers shall produce Registration Certificate, Taxi Permit, Insurance coverage, Fitness Certificate etc. of the vehicle in



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original in respect of the Vehicles under contract to get the veracity of the submitted copies authenticated prior to award of contract and subsequently on a quarterly basis with the bills to ascertain its continuance.

42. **PRICE VARIATION:** In case of any change in the cost of Fuel, the hiring rate shall increase/ decrease for every one Rupee or part thereof per liter increase/ decrease in the cost of fuel subject to documentary evidence. The change will be as per following rates:-

Type of Vehicle	PVC per km
AC Indica Car	07 paisa

No increase will be admissible on any other account

43. The contract will be in force for two years from the date of deployment of vehicles. However, BHEL may extend period of contract further subject to maximum of one year on same terms and conditions depending upon the performance and satisfactory services rendered.
44. BHEL reserves to short close the contract at its discretion at any point of time without assigning any reason thereof.
45. Payment to contractor will be made within 90 days. Contractor will submit the bills (in duplicate) on monthly basis, which will be dully verified, checked and passed by TSX/HR and forwarded to Finance Department for releasing payment to the party. All payments will be made by Cheque.
46. 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.
47. **ARBITRATION:** Any dispute arising out of this contract shall be referred to the sole arbitration of BHEL, BHOPAL. Its award shall be final and binding on the parties. The venue of arbitration in all cases shall be at Bhopal.
48. In the case of any suit or other legal proceedings arising under or relating to this contract, the courts at Bhopal shall only have jurisdiction.