



BHARAT HEAVY ELECTRICALS LIMITED

(A Government of India Undertaking)

Boiler Auxiliaries Plant

Indira Gandhi Industrial Complex

RANIPET – 632 406 Tamil Nadu

M&S DEPARTMENT
(TRANSPORT)

Phone: 04172-284142

Fax : 04172- 241201

NOTICE INVITING TENDER

Tender notice no : BAP/ M&S/TE/TR/10/015 Dt. 19.08.2010

Name of the work : Hiring of Three wheeler/Four Wheeler
diesel operated goods carrier of capacity
650 Kgs and above on daily rental basis.
Qty : **10 Nos.**

Period of Contract : TWO YEARS

Earnest money deposit : **Rs.10,000/- (Rs Ten Thousands Only)**
per vehicle subject to a maximum of
Rs.50,000/-

Last date and time of receipt
of tender : **11 09 2010 – 14.30 hrs.**

Tender opening date and time : **11 09 2010 – 14.30 hrs.**

This tender document totally contains 12 pages, duly filled, and should be signed
by the Tenderer.

ISSUED TO

ISSUING OFFICER

GENERAL CONDITIONS AND INSTRUCTIONS TO TENDERER

01. Sealed Tenders for the above work are invited from Contractors having experience in works of similar kind and nature.

IMPORTANT NOTE:

01.a)The tender shall be submitted as three parts put in 3 separate covers, each cover shall be super scribed with the tender No, due date and the name of the work.

Cover-1 shall contain the EMD alone.

Cover-2 shall contain the technical bid and all relevant documents for the vehicle as listed in Clause 26 of Special conditions to the tenderer.

Cover-3 shall contain only the price bid. (Page 12)

All the three covers shall be put in one single cover and super scribed with the tender number, due date and name of the work.

01.b) At the time of tender opening, covers containing EMD alone shall be opened first. Technical bids of such of those tenderers who satisfy EMD requirements alone will be opened next. Price bids will be opened at a later date after evaluation of technical bids and the date & time of opening of price bid will be intimated to those tenderers who are technically qualified.

02. Tenders will be received by M/s Bharat Heavy Electricals Ltd,. Ranipet-6 up to 14.30 Hrs on **11.09.2010** in the prescribed form and will be opened on **11.09.2010** at 14.30 Hrs in the presence of such of those tenderers or their agents who may choose to attend, with authority letter.

03. Tenders must be submitted in sealed covers and should be addressed to the SR. MANAGER/TRANSPORT full name and address of the tenderer and the name of work being noted on the cover.

04. All entries in the tender documents should be in same ink. Erasures and over-writings are not permitted. All correspondences and insertions should be duly signed by the tenderers concerned.

Contd..3.

05.Tenderers should fill their rates in the blank spaces provided for this purpose in the Schedule of Rates enclosed along with these documents and also sign each and every page of the tender documents.

06 Conditional tenders, tender containing absurd rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in acceptance with the tender conditions laid down by the Accepting Officer are liable for rejection.

07.Tenders not submitted in the prescribed forms are liable for rejection.

08.In quoting the rates, the tenderers are advised to take into account all factors including any fluctuations in the market rates etc. No claim shall be entertained on this account after acceptance of the tender or during the currency of the contract.

09.The rates quoted in the tender shall remain valid for a period of three months from the date of opening of tender.

10.Every tender must be accompanied by Earnest Money Deposit of **Rs.10,000/- (Rupees Ten thousand only)** per vehicle, subject to maximum of Rs.50,000/- in any of the following forms.

- a) Demand Draft of the State Bank of India in favour of DGM/Finance & Payable at BHEL Project branch Code (7013) M.R.Puram.
- b) Cash can be paid in BHEL/BAP/Ranipet cash office subject to Income tax rules.

11.NO INTEREST SHALL BE ALLOWED ON THE EARNEST MONEY.

If a tenderer withdraws his offer after submission of his tender or after acceptance of his tender, fails to provide the vehicle in accordance with the instructions of the SR.MANAGER/Transport, the earnest money deposited by him will be forfeited and acceptance of his tender will be withdrawn.

SIGNATURE OF THE TENDERER

Contd...4.

12.M/s Bharat Heavy Electricals Ltd, reserves the right to reject any or all the tenders received or accept any tender or part thereof without assigning any reason therefore.

13.Tenders submitted by post should be sent through “REGISTERED WITH ACKNOWLEDGEMENT DUE”. These should be posted with due allowance for any delay in postal delivery. On no account the tenders, received after the due date and time of opening tenders, will be considered.

14.The contractor’s responsibility for this contract shall commence from the date of issue of order of acceptance of his tender.

15.The acceptance of the offer by BHEL is based on the inspection of the vehicle condition and records/ legal ownership pertaining to the vehicle. If the tenderer is not able to place the vehicle for such inspection within the time limit prescribed by BHEL, the Earnest Money Deposited by the tenderer will be forfeited and offer is also deemed to be cancelled. Tenders received without earnest money in full in the form prescribed shall be summarily rejected.

(i) The earnest money deposited by the successful tenderer will be retained towards Security Deposit for the due fulfillment of the contract. If it is offered in the form of Bank Guarantee, the same shall be released as soon as the Security Deposit is furnished.

ii) EMD given by all unsuccessful tenderers shall be refunded normally within 15 days of acceptance of award of work by the successful tenderer.

16.Unless the Contractor whose tender is accepted, signs the contract agreement within seven days of the date of the order directing him to do so, the amount of EMD already deposited by him will be forfeited and acceptance of his tender shall be withdrawn.

SIGNATURE OF THE TENDERER

Contd..5.

16.a) Unless the Contractor whose tender is accepted, signs the contract agreement within seven days of the date of the order directing him to do so, the amount of EMD already deposited by him will be forfeited and acceptance of his tender shall be withdrawn.

17.(i) SECURITY DEPOSIT AT 10% (Ten percent) of CONTRACT VALUE MAY BE FURNISHED IN ANY ONE OF THE FOLLOWING FORMS

- a) Cash (as permissible under the Income tax Act)
- b) Pay Order, Demand Draft in favor of BHEL.
- c) Local cheques of scheduled banks, subject to realization.
- d) Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc.
(Certificates should be held in the name of Contractor furnishing the security and duly pledged in favor of BHEL and discharged on the back).
- e) 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 the other form of security. The bank Guarantee format should have the approval of BHEL.
- f) 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.
- g) Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit should be collected before start of the work and the balance 50% may be recovered from the running bills.
- h) EMD of the successful tenderer shall be converted and adjusted against the security deposit.
- i) The security deposit shall not carry any interest.

SIGNATURE OF THE TENDERER

Contd...6.

(ii) In addition to the above, Income Tax as applicable will be deducted from the bill.

18. (i) Should a tenderer or a contractor has a relative or in the case of a firm or company of contractors any of its shareholders or shareholders relative employed in BHEL, the authority inviting tenders shall be informed of this fact at the time of submission of the tender failing which tender may be disqualified or if such fact subsequently come to light, the contract may be cancelled.

(ii) No employee and their dependents are eligible to submit their offer against this contract. Even if they submit out of ignorance the offer shall be disqualified.

19. If a tenderer expires after submission of his tender, the BHEL may be at their discretion cancel such tender.

20. BHEL will not bound by any Power of Attorney granted by the tenderer or changes in the composition of the firm made subsequent to the execution of the contract. They may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contract concerned.

21. If the contractor deliberately, gives wrong 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.

22. Words imparting the singular number shall also deem to include the plural number and vice versa where the context to requires.

23. The expenses for completing and stamping the agreement shall be to the contractor's account. (Rs.20/- Non judicial stamp paper)

24. The general and special conditions of contract are complementary to each other and where they are in conflict, the special conditions shall prevail. In regard to matters not covered by the General or Special Conditions of Contract, those contained in the specifications approved by BHEL shall apply.

SIGNATURE OF THE TENDERER

Contd...7

25.Tenderers shall not increase their quoted rates incase BHEL negotiate for reduction of rates, such negotiations shall not amount to cancellation or withdrawal of the original offer and the rates originally quoted shall be binding on the tenderers for a period of three months from the date of opening of tenders.

26.Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.

27.The “GENERAL CONDITIONS AND INSTRUCTIONS TO TENDERERS AND SPECIAL CONDITIONS TO THE TNERER” shall be deemed to form an integral part of contract for the work to be entered into.

28.The tenderer should be present if called for negotiation. In case, the tenderer’s authorized person is attending the negotiation such person should have the authorization letter and he should be capable of taking spot decisions.

29.In case if you are not interested in submitting your quotation, you should return all the tender papers with a covering letter stating that you are not interested in this tender.

30.The tenderers can visit us on working days during office working hours for any clarifications before submitting their offer.

SPECIAL CONDITIONS TO THE TENDERERS:

1.The vehicle offered shall be of good condition Three wheeler/Four wheeler diesel operated goods carrier vehicle having a carrying capacity 650 Kgs and above. The total number of vehicles required is 10 nos.

1. a) BHEL reserves the right to hire the Three wheeler/Four Wheeler goods carrier from a single agency or from more than one source, if required, to meet the tender requirement from various agencies after fulfilling our requirements by giving priority to L1 offerer, in fair and equitable manner.

SIGNATURE OF THE TENDERER

Contd..8.

2. The vehicle should have been registered in the name of the tenderer Or a valid lease document available in the name of tenderer for the full contract period.
3. The vehicle should have comprehensive Insurance policy
4. Tax, Insurance, FC etc should be in current (valid) state
5. The driver of the vehicle should have valid license with proper endorsement
6. The driver should wear proper uniform (i.e) Kaki pant and shirt
7. The driver should be literate. He should be able to read and understand invoices, DC's and vouchers, since he has to collect materials, components etc from stores and deliver to various departments. He has to co-ordinate all user departments.
8. The vehicle is required for a period of **TWO YEARS**. But can be extended with mutual consent of contractor and BHEL.
9. The vehicle should be operated for 10 Hrs/day (i.e.) from **08.00Hrs to 18.00Hrs**. But the reporting and releasing time can vary according to requirement of BHEL from time to time as per the situations. Over time charges shall be paid on pro rata basis.
10. The contractor shall follow all statutory requirements like PF, ESI etc., without fail. While quoting rates, the contractor should take into consideration of the above factors.
11. The vehicle should be operated on all company working days and Sundays and holidays whenever required.
12. Payment will be made for no. of days present as per the trip sheet.

SIGNATURE OF THE TENDERER

Contd...9.

12.a) If the contractor is not able to provide vehicle on any day or part thereof, penalty charges (i.e difference in hire charges of alternative vehicle booked from open market) for full day absence and pro rata market rate for part of the days absence will be recovered from the contractor. Additionally a penalty of Rs.150/- shall also be deducted.

II. However during such absence contractor will be permitted to provide alternate vehicle in good condition with prior permission of BHEL at the cost of contractor risk, in which case penalty as per Clause 12 (a) will not be levied.

b) **Service tax** if any shall be reimbursed on production of relevant documents.

c). If the contractor is not able to provide the vehicle originally offered for a continuous period of 15 days, BHEL reserve the right to terminate the contract and to take an appropriate action against the contractor.

13. During the contract period the vehicle shall be maintained by the contractor always in good condition to the fullest satisfaction of BHEL. BHEL reserves the right to terminate the contract in case they are not maintained.

14. The contractor shall be responsible for obtaining necessary comprehensive Insurance policy, appropriate driving license etc and complying with all statutory requirements including labour laws that may be necessary in this respect. BHEL will not be responsible for any consequences out of any violation of rules or acts by the contractor. If BHEL is liable to pay any such amount due to violation of relevant laws by the contractor, the amount so paid would be recovered from the contractor.

15. The contractor shall pay necessary taxes and keep the fitness certificate for the vehicle valid during the contract period.

16.The contractor shall check for exhaust emission test and obtain fitness of their vehicle once in 6 months to meet the statutory norms laid by TNMV Act, without which vehicle will not be allowed inside the factory.

SIGNATURE OF THE TENDERER

Contd..10.

17.The contractor's driver shall maintain proper trip register for vehicle as required by BHEL and the same shall be submitted to BHEL.

18.BHEL security personnel as and when required shall check up the vehicle engaged.

19.Fixed daily rental charges shall be quoted. The charges shall be inclusive of all (i.e. Rent, driver, Oil etc) except service tax.

20(a) Service tax if any shall be reimbursed extra on production of relevant documents.

21. Mileage charges will be reimbursed @ of 1 litre diesel cost for every 15 kms run at the prevailing market rate of diesel.

22. Bills shall be raised by the contractor once in a month and shall be submitted in duplicate. Duly after verifying the trip register, payment will be made within 30 days as per BHEL norms.

22.a) Contractor should submit his PAN No. details before issue of work order.

22.b) Bank account details for effecting e-payment shall also be submitted before issue of work order.

23. BHEL reserves the right to set off the amounts due from the contractor against their dues payable to the contractor either under this contract or any other contract.

24. During the contract period BHEL reserves the right to terminate the contract without assigning any reason by giving 15 days notice to the contractor.

25.BHEL reserves the right to reject any offer without assigning any reason whatsoever.

SIGNATURE OF THE TENDERER

Contd..11.

26. Photostat copies of the following documents to be enclosed along with the offer.

- a) RC book
- b) FC details of the vehicle
- c) Tax payment details
- d) Pollution under control certificate
- e) Insurance policy
- f) Driver license

Originals of the above documents shall be submitted by the contractor whenever requested by BHEL to do so.

27. The offers shall be submitted in sealed cover super scribing the tender no, description and due date on the cover.

28. Rate quoted should be exclusive of Service Tax. Service tax will be reimbursed at actual on production of relevant documents.

29. The details of vehicle offered to be filled by the tenderer.

No. of autos can be supplied	Quantity
1. Owned	----- Nos
2. Leased	----- Nos

SIGNATURE OF THE TENDERER

SCHEDULE OF RATES

SL NO	DESCRIPTION	RATE
01	DAILY RENTAL CHARGES FOR 10 Hrs OPERATIONS per vehicle / day	Auto + Driver + Oil etc., Rs.
02	NO. OF AUTOS CAN BE SUPPLIED	

- 1. One litre diesel cost will be reimbursed for every 15 Kms run**
- 2. For excess hours operations payment will be made on pro-rata basis.**

EMD particulars: CR No/DD No: Dt/

State Bank of India, BHEL Project, M.R. Puram (7013) payable to DGM/Finance.
Service tax if any shall be paid extra on production of relevant documents.

SIGNATURE OF THE TENDERER

Note: Please ensure that there should not be any correction or overwriting in the above quoted rates.