

பாரத மிகுமின் நிறுவனம்

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 TENDERS

Tender notice No	:	BAP/ M&S/TE/TR/11/003 Dt,01.06.2011
Name of the work	:	Hiring of TATA INDICA A/c cars 3 Nos & Non A/c Cars 3 Nos
Earnest Money Deposit	:	Rs.10,000.00
Last date and time of receipt of tender	:	28.06.2011 – 14.00 hrs.
Tender opening date and time	.	28.06.2011 – 14.30 hrs.
Period of contract	:	02 Years.

This tender document totally contains 13 pages, duly filled and should be signed by the Tenderer.

ISSUING OFFICER

ISSUED TO :

**REQUIREMENT OF 03nos.TATA INDICA A/C CARS OF 2010 MODEL & Non A/c
Cars of 2008 Model**

M & S / T R A N S P O R T

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.
02. Tenders will be received by SM/M&S, M/s Bharat Heavy Electricals Ltd., Ranipet-6 up to 14.00 Hrs on 28.06.11 in the prescribed form and will be opened on 28.06.11 at 14.30 Hrs in the presence of such of those tenderers or their agents who may choose to attend ,with an authorisation letter.
03. Tenders must be submitted in sealed covers and should be addressed to the SM/M&S. 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. The tenderers concerned should duly sign all corrections and insertions.
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. The tenderer should fill and sign the questionnaire, which is enclosed with this Tender Document.
07. Conditional tenders, tender containing absurd rates and amounts, 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 for rejection.
08. Tenders not submitted on the prescribed forms are liable for rejection.
09. 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.
10. The rates quoted in the tender shall remain valid for a period of three months from the date of opening of tender.

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11. 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.
12. Tenders submitted by post should be sent through "REGISTERED POST 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.
13. The contractor's responsibility for this contract shall commence from the date of issue of order of acceptance of his tender.
14. The acceptance of the offer by BHEL is based on the inspection of the vehicle(s) condition and records/ legal ownership pertaining to the vehicle(s). If the tenderer is not able to place the vehicle(s) along with documents for such inspection within the time limit prescribed by BHEL, the offer will be summarily rejected.
- 15.(i) IN THE EVENT OF PLACEMENT OF CONTRACT, SECURITY DEPOSIT AT 10% 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.. 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) The security deposit shall not carry any interest.

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

16. (i) Should a tenderer or a contractor has any 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 shall be disqualified or if such fact subsequently comes to light, the contract shall be cancelled.

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

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

18. BHEL will not be 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.

19. The vehicle provided by the contractor shall not be owned by any BHEL employee/their dependents/relatives. If found at a later date, the contract will be terminated and additional cost incurred if any by way of entering into a new contract will be recovered from the contractor.

20. If the contractor deliberately, gives wrong information in his tender or creates, conditions favourable for the acceptance of his tender, BHEL reserves the right to reject such tender at any stage.

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

22. The expenses for completing and stamping the agreement shall be to the contractor's account.

23. 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.

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24. Tenderers shall not increase their quoted rates or impose additional conditions in case 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.

25. 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.

26. The "GENERAL CONDITIONS AND INSTRUCTIONS TO TENDERERS AND SPECIAL CONDITIONS TO THE TENDERER" shall be deemed to form an integral part of contract for the work to be entered into.

27. 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.

28. In case the tenderer is not interested in submitting their quotation, they should return all the tender documents with a covering letter stating the reasons for not quoting in this tender.

29. The tenderers can visit us on working days during office working hours from 0800 to 1600 hrs for any clarifications before submitting their offer.

SPECIAL CONDITIONS

FOR TATA A/c INDICA CARS

1. Hired taxi will be utilized by BHEL for partial/full day operation, local, out-station and ghat section without any restriction.
2. Retention charges will be paid only when the vehicle is used beyond 12 hrs in a day. Fractional hours will be ignored.
3. Night halt charges will be paid only for outstation trips where no retention charges will be paid.
4. **1000 km will be taken for payment even if 1000 km per month is not utilized. The payment shall be made on pro rata basis (On the basis of usage of mileage covered). For the balance-unutilized mileage if any to reach 1000Kms, only non-A/c charges will be paid. Minimum running kilo meter is not assured by BHEL.**
5. The contractor has to offer his rates for hiring A/C, Non A/c, Indica Cars in the format given.

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6. The taxi can be operated with A/C or Non A/C as per the wish of the user and certification shall be done accordingly for making payment. .

FOR NON A/c INDICA CARS.

- A. The Vehicle hire is on daily rental basis. Additionally diesel charges @ 1 Diesel cost for every 18 Kms will be paid on prevailing market rate of diesel .
- B. Working hours shall be for 12 Hrs. If the vehicle is used beyond 12 Hrs, Over time charges shall be paid on prorata basis. Fractional hours will be Ignored.
7. Conditional tenders are liable for rejection, no conditions shall be acceptable after tender opening or during negotiation. **If tender is cancelled due to conditions imposed by the tenderer after tender opening, the tenderer will be delisted.**
8. **For A/c Indica cars the tender will be finalized based on A/c rates only. As indicated in Schedule of Rates up to 1000 Km and next 1000 kilo metre run as indicated in SI.No.02. In other wards total kilo metre to be considered for deciding of L1 is 2000 kilo metre as stated in SI Nos. 01 & 02 for A/c rates only.**
- 8.a.For non Indica Cars tender will be finalized based on the monthly Rental charges quoted.**
9. In case of non functioning of A/c, then recovery will be made at the rate of Rs.2/- per KM.

Permit charges during visit to other states /Additional charges like Toll, taxes will be paid as per statutory and actual subject to document evidence.

10. The actual car parking charges incurred at Airport / Railway Stations and any other public places will be reimbursed on production of the original receipts. Such receipts shall be without any corrections or over writings.
11. Service tax payable if any shall be extra against document evidence and not included in the quoted price.
12. Retention charges per hour beyond 12 hrs per day is fixed as Rs.45/- per hour for A/c Indica Cars. For Non A/c cars paid on pro rata basis.
13. Night halt charges per night is fixed at Rs.100/- for A/c Indica Cars during out station trips, where retention charges will not be paid.

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SCHEDULE OF RATES

FOR A/C INDICA CARS

SL No	DESCRIPTION OF WORK		
1	Rental Charges per car per month all inclusive for the first 1000 km	Kms	A/C CAR HIRE CHARGES
			Rs
			(Rupees)
2	Charges per km beyond 1000 km per month all inclusive	Kms	Rs
			(Ruppees)

FOR NON A/C INDICA CARS

S.NO	DESCRIPTION OF WORK	RATE
1	Hire Charges per Month @ 12 Hrs working per day Excluding diesel charges, which shall be paid by BHEL @ 1 Litre diesel cost for every 18 Kms run.	Rs
		(Rupees)

1.Service tax if any shall be reimbursed on actual by producing relevant documents.

2.If tenderers' taxable turnover is within threshold limits or special notification under Any statue, the same is to be declared by the tenderer.

Service tax Registration NO:

PAN NO:

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TERMS & CONDITIONS

01. **TATA INDICA A/C** offered shall be of model 2010 & above. **TATA INDICA NON A/c** Cars shall be of model 2008 & Above.

02. Vehicle shall be registered in the name of tenderer and with valid documents only will be considered.

03. BHEL reserves the right to split the contract to more than one source for operational convenience.

04. The Contractor shall not sub-let, sell or any partial operation of the contract without the prior written approval of the Accepting Officer.

05. Keeping up of timely supply of A/C & Non A/c Indica taxi is essential for the contract. The taxi will be utilized for higher officials who are to be treated with dignity and respect..

06. The Contractor shall at his own expense reinstate and make good to the satisfaction of the BHEL Management pay compensation for any injury to any person, loss or damage occurred to any property or rights whatever including property and rights of BHEL, (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in connection with or during the execution or performed execution of the contract further the contractor shall indemnify BHEL against all Claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL where BHEL is a private person, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the workmen's Compensation Act or otherwise.

07. Trip sheet for taxi engaged by BHEL will be supplied by BHEL. It is the responsibility of the taxi driver to get all the columns for each & every movement filled and got signed by the user. The trip sheet along with the bill for each month for each vehicle to be submitted to Transport Department within 15 days for verification and arranging payment.

08. In case of loss of original trip sheet BHEL reserves the right not to entertain the claim.

09. Increase/decrease of diesel cost will be paid/recovered on reckoning 16 kms/litre for AC taxis and 18 Kms/Litre for Non A/c Taxis.

10. The Taxi driver should keep the relevant documents (driving licence, road tax token, registration certificate, insurance, fitness certificate of the vehicle, permit etc.) with the taxi and produce as and when required by us or any law enforcing authorities. In case original documents are not available immediately, the xerox copy must be kept.

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

13. 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.

14. The contractor should ensure that there should not be any advertisement on the car.

15. Taxi should ply only with the "BHEL" name board supplied by BHEL during the time vehicle is used for BHEL operation only.

16. Taxi shall report to the pooling section of BHEL Transport/office of the General Managers concerned in full readiness and cleanliness for the entire day's operation in respect of fuel availability and willingness of the drivers.

17. The driver posted for our duties should wear proper white color uniforms and shirt should be tucked-in and should have valid driving license. The driver's appearance and behavior on and off the taxi (car) should always be decent and courteous. The driver should wear shoes.

18. The taxi allotted for our use will be checked up by our security personnel as and when required.

19. Playing of tape recorders or radios in the taxis should be avoided within the factory premises.

20. Sun film stuck in the window glass should not be dark and inner side of the car must be visible for the Security Personnel without lowering the window glass.

21.a) The vehicle should be operated inside factory as per the rules stipulated. The vehicle shall not be driven more than 20 KMPH speed within the BHEL campus..

22. Pooling personnel in the above respect daily will inspect the supplied taxi. If the above the points were not up to our expectations, the taxi will be sent back. Replacement should be given within 30 – 60 minutes.

23. It is most important that the same taxi should be supplied with same driver daily. If there is a change of driver/taxi, the contractor should get prior permission from Transport In-charge.

24. The driver should follow strictly the motor vehicle rules like:

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- a. Not to overtake from the left side of any vehicle ahead of his car.
- b. Not to go on the wrong side while taking turn to the right without going around the island.
- c. Driver first allows the passenger to get inside the car and then only driver should enter the car.
- d. The driver should open and close the doors for all the passengers/customers while getting into or alighting the car.
- e. If there is a hand luggage brought by Officials, the driver has to come forward and place the luggages either inside the dickey or inside the car.
- f. The drivers should have reasonable money to meet contingency expenditure while traveling out-station.
- g. Exhaust emission test to be conducted once in 6 months as per statutory norms and after fitness certificate for plying the vehicle.

25. The starting and closing km readings will be from Transport pool only and the pooling in charge will certify it.

26. The driver should have minimum three years experience of driving in similar vehicle with proof of valid license along with badge. Otherwise the particular driver will not be allowed.

27. The driver should keep the vehicle neat and clean daily before reporting the duty.

28. The driver should be sent for periodical medical test, especially eye check-up by contractor.

29. BHEL reserve its right to refuse to engage any vehicle even after arrival at the factory, if the driver or the vehicle do not conform to any of the regulation of MV act, Exhaust emission norms.

30. The Transport contractor should obtain at his own cost all road permits, licenses etc., for plying his cars without break in journey of any type of difficulty.

31. BHEL will not be responsible for any complications arising out of such contingencies, if any.

32. Any mishap (i.e. fire or accident, etc.,) occurs en-route is the complete responsibility of the Transport contractor. He is also responsible for the safe, comfortable and timely transport of the passengers/goods.

33. The Transport contractor shall carryout the work to the entire satisfaction of In charge/Transport Services or the authorized officials of the company.

34. BHEL shall have the right to cancel the contract at any time without assigning any reason with fifteen days notice..

35. Penalty for non-supply of vehicle will be levied as under:

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For A/c cars the difference between the contract rates and actuals due to the engagement of other vehicles will be recovered in addition a penalty of Rs 250 will be levied For Non A/c cars also the difference between the contract rates and actual due to engagement of other vehicle will be recovered along with a penalty of Rs250/-

36 .In case of break-down of a taxi while on operation, the taxi should be replaced by an alternative vehicle within 30 to 60 minutes from the time of breakdown. In case of non-replacement of vehicle BHEL will arrange on its own and recover the amount from the contractors. Bills should be prepared combining the total kms and total hrs. of both the taxis (ie. break down taxi and substitute taxi).No detention charges will be paid for breakdown hours. The log/trip sheet shall mention about breakdowns. If the replacement vehicle is not received for breakdown vehicle, only fuel charges will be allowed for the breakdown vehicle.

37. In case of AC system break down while traveling an amount of Rs.2/-KM will be deducted for every such KM operated without A/C.

38. Taxis of model as mentioned in the Terms and Conditions should be sent to BHEL / Transport for operation. If any of the taxi model earlier than mentioned model found in operation at a later date, the charges for the particular taxi will not be paid and if found paid for the taxi, it will be adjusted in the subsequent bill.

39. That the company shall have the right to recover from the contractor any extra expenditure incurred due to late reporting or breakdowns or any other types of inconvenience caused to the passengers/customers/company.

40. Any amount recoverable from contractor towards the loss/damage will be adjusted from the outstanding payments due from BHEL or from the security deposit, either in this contract or from any other contract.

41. In case this amount is insufficient for such recoveries the Transport contractor should agree to pay the balance due amount.

42. The contractor shall agree that BHEL can book car as an alternative arrangement from other sources and recover the difference in cost if any from the contractors running bills or from security deposit, if the contractor is not able to provide equivalent car as a timely relief.

PENALTY:

43. A penalty of **Rs. 500/-** (Rupees five hundreds only) per day will be levied and deducted from the running bills or from the security deposit without any prior intimation to the contractor, in case:-

- a. If the driver of the contractor not following any other Motor vehicles safety rules.
- b. If the driver of the contractor not carrying the BHEL PLACARDS given, along with his vehicle or not displaying in front of the vehicle or at the exit at airports, railway stations and Hotels etc., as per the instruction of the transport authorities.

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44. In case of breach of any or whole of the above terms and conditions by the Transport contractor, M/s BHEL will have the liberty to cancel the registration and contract either in part or in full and entrust in part or in full the work to any other Transport contractor and the contractor shall be liable to pay the extra cost involved in the execution of cancelled part of the contract.

45. Timely providing of the vehicles and good up keeping of the vehicle for running efficiently are the essence of the contract. Further the contractor will see that the car is provided with following additional things and emergency accessories.

a). Fan belt (b) stepney (c) standard tools (d) spare bulb (e) fuses (f) hose pipe etc., to attend emergency repairs.

b) Seats: backrest should be covered with white terry cot cloth and bottom should be with Turkish towel.

c. Transport contractor should provide cell phone facility to the driver for emergency communication.

The Transport contractor will bear the entire responsibility of submitting the duly filled (in-coming KM/time, outgoing km/time and detailed specific places visited) in Daily Trip sheets given by the company for each trip after obtaining the signature of the passenger/customer only. Incomplete daily trip sheet will be restricted for the actual information furnished for payment purpose.

46. Incase of failure of METER READING (METER showing KMs), the same should be brought to working condition, before reporting to duty next day. For the journey period and distance on the day of failure of the meter, the payment will be released based on the certification made by DGM/M&S. From the next day onwards only the DAILY RENT CHARGES WILL BE PAID as per the prevailing practice in case the meter is not set right.

47. The vehicle should report to Transport pool daily morning and evening for obtaining certification by pool in charge in the daily trip sheet for meter reading and time.

48. The Taxi operator shall furnish:

i Details of cases, civil /criminal/others, filed by or against the Taxi operator and pending on the date of application.

ii Has the Firm/Proprietor or Partners or Directors been convicted of any criminal offence by any competent court. If so, furnish particulars

49. .Payment will be made within 45 days from the date of receipt of the bills at Transport.

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QUESTIONNAIRE

(TO BE FILLED BY THE TENDERER FOR EACH TAXI)

- 01. Name of the Tenderer :
- 02. a) Address for Communication :
- b) Telephone, Cell No. :
- 03. Details of experience in running Tourist Taxi :
- 04. Registration No. of the Tourist Taxi :
- 05. Name and address of the Registered Owner (whether vehicle owned/leased) :
- 06. Make, Model of the Tourist Taxi & date of first registration :
- 07. a) Tourist Taxi permit No. and date of Issue:
- b) Date of expiry of validity of the permit :
- 08. a) Name and address of the Insurance Co. :
- b) Comprehensive Insurance Policy No :
- c) Date of expiry of policy :
- 09. a) Name of Driver :
- b) Driving license No :
- c) Date of expiry of the driving license validity :
- d) Cell phone No :
- 10. Date of expiry of FC :
- 11. Service tax Registration. No. :

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