

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

Tender Notice No: BAP:M&S:TE:TR:11/004 Dt.22 06 2011

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| 01. Name of the work | : Providing one Tempo Traveller van for pick up & drop of employees in round the clock shift on fixed rental charges per Kilo meter basis. |
| 02. Earnest money deposit | : Rs.20,000/- (Rupees twenty thousand only) |
| 03. Last date and time of receipt of tender | : 09.07.2011
14.00 hrs |
| 04. Tender opening date and time | : 09.07.2011
14.30 hrs |
| 05. Period of contract | : Two years |

This document contains 12 pages including Instructions to the tenderers, Special conditions to the tenderer, Schedule of rates and Questionnaire.

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ISSUING OFFICER

Issued To:

GENERAL CONDITIONS AND INSTRUCTIONS TO THE TENDERER:

1. 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 (page 1 to 11 of tender document) and all relevant documents of the vehicle as listed in clause 3 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.

2. Tenders will be received by Sr. Manager/M&S, Bharat Heavy Electricals Ltd., Ranipet-6 up to **14.00 Hrs on 09.07.2011** in the prescribed form and will be opened on **09.07.2011 at 14.30 Hrs** in the presence of such of those tenderers or their agents who may choose to attend with an authorization letter.
3. Tenders must be submitted in sealed covers and should be addressed to The Sr.Manager/M&S, Bharat Heavy Electricals Ltd, Boiler Auxiliaries Plant, Ranipet-632 406 with full Name and address of the tenderer and the name of work being super scribed on the cover.
4. All entries in the tender document should be in the same ink. Erasures and over writings are not permitted. The tenderers concerned should duly sign in all correspondences and insertions.

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5. The tenderers should fill their rates in the blank space provided for this purpose in the **Schedule of rates** enclosed along with this document and also sign each and every page of the tender documents.
6. The tenderer should fill and sign the questionnaire which is enclosed with this tender document.
7. Conditional tenders, tenders 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.
8. The tenders not submitted in the prescribed forms are liable for rejection.
9. In quoting the rates, the tenderers are advised to take into account of all factors including any fluctuations in the market rate 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.
11. Every tender must be accompanied by Earnest Money Deposit of Rs.20,000/- (Rupees twenty thousand only) in the form of
 - a) Pay order,
 - b) Demand Draft drawn in favour of BHEL, Ranipet payable at the State Bank of India, BHEL Project, M.R. Puram (code No.7013).
 - c) EMD can be paid in cash at our Cash Office as permissible under Income Tax and the cash receipt shall be enclosed along with the tender. Tenders received without Earnest Money in full in the form prescribed shall be summarily rejected. EMD submitted in any other form will not be accepted.
- 12. NO INTEREST SHALL BE ALLOWED ON THE EARNEST MONEY DEPOSIT.**
13. 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.

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14. Bharat Heavy Electricals Limited reserves the right to reject any or all the tenders received or accept any tender or part thereof without assigning any reason therefore.
15. The tenders submitted by post should be sent through “**Registered with acknowledgement due**” or courier. 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.
16. The contractor's responsibility for this contract shall commence from the date of issue of order of acceptance of his tender.
17. The acceptance of offer by BHEL is based on the inspection of the vehicle's condition and records. 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. The tenders received without earnest money in full in the form prescribed shall be summarily rejected.
18. The Earnest Money deposited by the successful tenderer will be retained towards Security Deposit for the due fulfillment of the contract.
19. The EMD paid by all unsuccessful tenderers shall be refunded normally within 15 days of acceptance of award of work by the successful tenderer.
20. 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 withdrawn.
21. 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 favour of BHEL.
 - c. Local Cheques of Scheduled Banks, subject to realization.

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- d. Securities available in Post Offices such as National Savings Certificate, Kisan Vikas Patras etc. (Certificates should be held in the name of the contractor furnishing the security and duly pledged in favour 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. The 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. The 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 EMD of the successful tenderer shall be converted and adjusted against the Security Deposit.
 - i. The Security Deposit shall not carry any interest.
22. In addition to the above, Income Tax as applicable will be deducted from the bill.
23. 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 facts subsequently come to light, the contract may be cancelled.
24. No employee or their dependents are not eligible to submit their offer against this contract. Even if they submit out of ignorance, the offer shall be disqualified.
25. If a tenderer expires after submission of his tender, BHEL may be at their discretion to cancel such tender.

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26. 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.
27. 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.
28. Words imparting the singular number shall also be deemed to include the plural number and vice versa where the context so requires.
29. The expenses for completing and stamping the agreement shall be to the contractor's account.
30. The General and Special conditions of the 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 the contract, those contained in the specifications approved by BHEL shall apply.
31. The tenderers shall not increase their quoted rates in case BHEL negotiates 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.
32. 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.
33. 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.
34. 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.

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35. 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.
36. The tenderers can visit us on all working days during office working hours for any clarifications before submitting their offer.
37. If there is difference between quoted rate in figures and words, the rate quoted in words shall prevail.

SPECIAL CONDITIONS TO THE TENDERER

1. The tender is invited for operating very good condition **TEMPO TRAVELLER VAN- 01 No.** The vehicle offered shall be of Tempo Traveller Van having valid permit alone can be considered. The seating capacity of the van should be not less than 12 passengers. The vehicle should have been registered in the name of the tenderer. Leased vehicle will not be acceptable.
2. The vehicle offered shall be in good condition registered on or after December 2006. Preference shall be given to the latest model vehicle in case of tie in price. Inspection of the vehicle offered shall be carried out by BHEL's officials whose decision regarding acceptance or rejection of any vehicle is final.
3. Photostat copies of the following documents shall be sent along with the offer.
 - a. RC book of the vehicle.
 - b. Permit of the vehicle.
 - c. FC details of the vehicle.
 - d. Insurance Policy (Comprehensive) of the vehicle.
 - e. Tax payment details of the vehicle.
 - f. Driver License, Tourist endorsement details.

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

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4. The vehicle is required for a period tentatively from August 2011 to July 2013. The tenderers should fill in their rates in the blank space provided for this purpose in the Schedule of Rates enclosed along with these documents. The period of contract is likely to be extended subject to mutual agreement between BHEL and the contractor. In case of such extension, the terms and conditions and hiring charges agreed already will remain same for the extended period also.
5. The vehicle shall be operated as per the following route schedule.
 - a. The vehicle shall be reported in full readiness for the entire day's operation in respect of fuel availability and readiness of the driver.
 - b. The vehicle should be made available continuously throughout the contract period including Holidays and Sundays without any break.
 - c. BHEL reserves the right to use the vehicle within a radius of 150 kms from Ranipet in Tamil Nadu.
 - d. The contractor should not sell his vehicle under contract without prior written permission of BHEL.
 - e. The contractor should not sub-contract the operation of vehicle.

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ROUTE SCHEDULE

6. RC SHIFT EMPLOYEES PICK UP AND DROP SCHEDULE

GANDHI NAGAR / SATHUVACHARI & ARCOT ROUTE

SI NO	PLACE	RC-1 PICK UP HRS	RC-2 PICK UP HRS	RC-3 PICK UP HRS
01	Gandhi Nagar	04.45	12.45	20.45
02	Sathuvachari	04.50	12.50	20.50
03	Vallalar	04.55	12.55	20.55
04	Rangapuram	05.00	13.00	21.00
05	Arapakkam	05.10	13.10	21.10
06	Veppoor	05.15	13.15	21.15
07	Periyar Nagar/Tajpura	05.25	13.25	21.25
08	Arcot/Ranipet	05.30	13.30	21.30
09	Muthukkadai	05.35	13.35	21.35
10	Navalpur/Karai	05.40	13.40	21.40
11	BHEL Main Gate	05.50	13.50	21.50

6.a. The approximate KM run per day (per 6 trips) shall be as given below.

01. Sathuvachari – Arcot = 258 Kms per day
(Via Periyar Nagar Arcot)

ALL TIMINGS WILL BE SUBJECT TO CHANGE ACCORDING TO REQUIREMENT.

6.b) The return trips from Main gate will start at the following timings on the same route
In reverse direction.

RC1 – 06.10 Hrs RC-2 – 14.10 hrs RC-3 – 22.10 hrs

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7. During the contract period, if the contractor is not able to provide the vehicle on any day or part thereof, penalty charges @ Rs.1800/- per day (Hire charges of alternate vehicle)/Market rate for the vehicle whichever is higher for full days absence and pro-rata market rate for part of the day's absence will be recovered from the contractor. Further the extra mileage of such alternative vehicle engaged by BHEL from its starting point to BHEL factory will also be recovered. Additionally a penalty of Rs.500/- will also be levied.
8. However during such absence, the contractor will be permitted to provide alternate vehicle in good condition with prior permission of BHEL in which case penalty as per clause 7 will not be levied.
9. If the contractor is not able to provide the vehicle originally offered for a continuous period of 15 days, BHEL reserves the right to terminate the contract and to take appropriate action against the contractor by forfeiting their security deposit..
10. During the contract period the contractor shall maintain the vehicle always in good running condition for the fullest satisfaction of BHEL. BHEL reserves the right to terminate the contract in case it is not so maintained.
11. The contractor shall be responsible for obtaining necessary Permit, Comprehensive Insurance Policy, appropriate driving license with tourist endorsement etc and complying with all the 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 the relevant laws by the contractor the amount so paid would be recovered from the contractor.
12. The contractor shall pay necessary taxes and keep the fitness certificate for the vehicle valid during the contract period.
13. 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.
14. The contractor shall take comprehensive insurance cover including unlimited Third party property damage cover for the vehicle during the contract period.
15. Proper trip register for the vehicle as required by BHEL shall be maintained by the contractor's driver and the same shall be submitted to BHEL daily and all the time.

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16. It is the responsibility of the driver to get filled all the columns in the trip register and got signed by the user and certified by the Transport Pooling Incharge. In case of loss of original trip register, BHEL reserves the right not to entertain the claim.
17. The driver of the vehicle should compulsorily wear white uniform during operational hours with BHEL. Driver without white uniform shall not be allowed to drive the vehicle.
18. The vehicle engaged will be checked up by BHEL Security personnel as and when required.
19. Fixed charges per kilo metre may be quoted. The charges should be inclusive of all other expenses except diesel. The offer must be given in a sealed cover. Service tax if any is extra and will be paid on production of relevant documents.
20. Mileage charges @ one liter diesel cost for every 10 kms run will be reimbursed on par with the prevailing market rate.
21. Fixed charges will be firm throughout the contract period. Mileage charges at the rate of one liter cost for 10 kms run will be firm throughout the contract period. Revision of diesel charges will be considered by BHEL only in case of revision of diesel cost announced by the Government of India.
22. Bills will be raised by the contractor once in fortnight of the concerned month and submitted in triplicate in the format given by BHEL. Duly verifying the trip register and date, payment will be made within 30 days or as per BHEL norms.
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.
26. The driver on duty must be provided with cell phone all the times to enable BHEL personnel to contact at any time.

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QUESTIONNAIRE

(To be filled by the tenderer)

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01. Name of the Tenderer :
02. a) Address for communication :
- b) Telephone, Cell No. if any :
03. Details of experience in running Tourist van :
04. Registration No. of the Tourist van :
05. Name & address of the registered owner :
06. Make, model of the tourist van and Date of first registration. :
07. a) Tourist van permit No. & date of issue :
b) Date of expiry of validity of the permit :
08. a) Name & address of the Insurance Co. :
b) Comprehensive Insurance Policy No. :
c) Date of expiry of policy :
09. a) Name of the driver :
b) Driving license No. :
c) Date of expiry of the driving license validity :
10. Date of expiry of FC :

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SCHEDULE OF RATES

DESCRIPTION	RATE/KM (In number)	RATE/KM (In words)
FIXED CHARGES PER KM (including all expenses except diesel charges) for One Tempo Traveller Van	Rs. _____	(Rupees ----- ----- ----- -----)
Note: DIESEL CHARGES: 1. Cost of 1 litre diesel for every 10 kms run will be reimbursed at the prevailing market rate of diesel. 2. Service Tax if any shall be reimbursed extra on production of relevant documents.		

Note: Avoid corrections.

EMD PAYMENT DETAILS:

Service Tax Registration No.

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