

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: 254522
Fax : 04172 241201**

NOTICE INVITING TENDER

TENDER NOTICE NO.	BHE:BAP:M&S:TR:E35(T)/LT/04/2008-09 Dt-22.09.2008
NAME OF WORK	HIRING OF TRACTOR-03 Nos, with one driver and one helper for each Tractor (For 12 Hrs operations) and 15MT to 20MT TRAILERS –07 Nos (For 24 Hours Operation)
EARNEST MONEY DEPOSIT	Rs.1,00,000/-(Rupees One lakh only)
LAST DATE AND TIME OF RECEIPT OF TENDER	12.10.2008 14.30 Hrs
TENDER OPENING DATE AND TIME	12.10.2008 14.30 Hrs
PERIOD OF CONTRACT	TWO YEARS
THIS DOCUMENT CONTAINS <u>11</u> PAGES INCLUDING INSTRUCTIONS TO THE TENDERERS. SPECIAL CONDITIONS TO THE TENDERERS. SCHEDULE OF RATES AND QUESTIONNAIRE	

ISSUING OFFICER

ISSUED TO:

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 Manager/Transport, M/s Bharat Heavy Electricals Ltd, Ranipet-6 up to 14.30 Hrs on **12.10.2008** in the prescribed form and will be opened on **12.10.2008** 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 two sealed covers (Two part bid) and should be addressed to the Manager/Transport. Full name and address of the tenderer and the name of work being noted on the cover. One cover should contain technical bid. i.e 1.Tender documents + Copy of vehicle documents + EMD. Second cover should contain only price bid. (Schedule of rates.)
04. The technical bids only will be opened first and offers will be evaluated technically. After that price bid of technically qualified tenders only will be opened for finalisation.
06. 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.
05. 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.
- 07.The tenderer should fill and sign the questionnaire, which is enclosed along with this Tender Document.
- 08.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.
- 09.Tenders not submitted on the prescribed forms are liable for rejection.
- 10.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.

SIGNATUIRE OF TENDERER

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

12.Every tender must be accompanied by Earnest Money Deposit of **Rs.1,00,000/-(Rupees One lakh only).**

a) Demand Draft payable at State Bank of India, BHEL Project (7013),MR.Puram Branch, favouring BHEL,RANIPET.6.

13.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 MANAGER/ TRANSPORT the earnest money deposited by him will be forfeited and acceptance of his tender will be withdrawn.

14.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 thereof.

15.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.

16.The contractor’s responsibility for this contract shall commence from the date of issue of order/LOI.

17.The acceptance of the offer by BHEL will be as follows.

First the technical bids will be opened and all the documents like RC book, FC permits, insurance and documents like legal ownership/lease agreement etc., will be verified. The tractors/tailers of such of thee tenderers whose documents are found disfactory will only be cancelled for inspection. The acceptance of the technical bids will be based on the inspection of the tractors/trailers condition and documents price bids of such tenderers whose tractors/trailers are found suitable will only be opened for evaluation.

SIGNATURE OF THE TENDERER

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.

18. 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.

19.(i) SECURITY DEPOSIT @ 10% upto 10 Lakhs and 7.5% for the amount exceeding 10 Lakhs of TOTAL WORK ORDER 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.
- 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 favour of BHEL and discharged on the back).
- e) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies. 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 can be converted and adjusted against the security deposit.
- i) The security deposit shall not carry any interest.
- (j) In addition to the above, Income Tax as applicable will be deducted from the bill.

SIGNATURE OF THE TENDERER

NOTE:

Acceptance of SD against d&f above will be subject to hypothetication or endorsement in the document in the favour of BHEL. However BHEL will not be liable or responsible in any manner for the collection of interest or renewals of documents as in any other matter connected these with.

20. (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 after award of the contract, the contract may be cancelled.

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

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

22. 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.

23. 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.

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

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

26. 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 TENDERER

BHEL reserves the right to attach any of trailer with any of the tractor that may not belong to the same owner for operational convenience.

If during operations any of the tractor/trailer of BHEL property is damaged owing to negligence/carelessness of the tractor operator the contractor is liable to compensate for such damage charges.

27.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 valid & binding on the tenderers for a period of three months from the date of opening of tenders.

28.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.

29.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.

30.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 and any such decision will be binding on the contractor.

31.In case the tenderers is not interested in submitting the quotation, they should return all the tender documents with a covering letter stating with reason that they are not interested in this tender.

32.The tenderers can visit us on any working days during office working hours (from 09.00 Hrs to 16.00 Hrs) for any clarifications before submitting their offer.

SPECIAL INSTRUCTIONS TO THE TENDERERS

01.The Tender is invited for operating good **condition TRACTOR 3 Nos (1 driver, 1 helper for each tractor)** and **15MT to 20MT capacity TRAILER 07 Nos**. The offered tractor should be having valid permit alone can be considered. The tractor/trailer should have been registered in the name of the tenderer. Otherwise a valid lease agreement till the end of the proposed contract period shall be available in the name of the contractor.

SIGNATURE OF TENDERER

01 a) BHEL reserves the right to split the requirement more than one source to meet the tender requirement.

01 b) Tenderers who are quoting for tractors & trailers on lease agreement basis (in the event of such lease agreement becoming in the fructuous they should agree to provide alternate Tractors & Trailers as specified in the tender documents. Or else BHEL is free to engage a vehicle as per the clause 6 of Special conditions to the tenderers.

02. The Tractors/Trailers offered shall be in good condition. Preference will be given for vehicle with better condition. BHEL's officials shall carry out inspection as per clause 17 of general conditions and instructions to the tenderer. BHEL's decision will be final and binding on the tenderers in this regard.

02 A) Preference shall be given to latest model vehicle in case of tie in price.

03. Photostat copies of the following documents shall be sent along with the offer.

- a) RC book of the tractors & trailers
- b) Permit of the tractors
- c) FC details of the tractors & trailers
- d) Insurance Policy (Comprehensive) of the tractor
- e) Tax payment details of the tractors & trailers
- f) Driver License,

Offers without the above documents will be rejected

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

04. The tractors/trailers are required for a period of two years tentatively starting from 1st week of January 2009. Tenderers should fill their rates in the blank space provided for this purpose in the Schedule of Rates enclosed in figures & words along with these documents. The period of contract likely to be extended / short closed as per the requirement of BHEL. In case of such extension, the terms and conditions and hiring charges agreed already will remain same for the extended period also.

SIGNATURE OF TENDERER

05. a) The TRACTOR shall be operated for TWELVE HOURS per day normally from 08.00 Hrs to 20.00 Hrs. However the reporting and releasing time for the tractor is likely to vary as per the requirements of BHEL during exigency for such increased hours of operations, pro rata rate shall be paid as per BHEL norms. Any delay in the reporting time by the tractor will attract penalty at the pro rata market rate for similar vehicles at that time. Trailer will be used for 24 Hrs and rate shall be quoted for 24Hrs basis.

b) The tractors/trailers shall be in full readiness for the entire day's operation in respect of fuel availability and readiness of the driver.

c) The vehicle should be made available continuously throughout the contract period including holidays & Sundays without any break according to BHEL requirement.

d) The contractor should not sell or terminate or modify the lease agreement (if any) of their TRACTORS/TRAILERS under contract without prior written permission of BHEL.

e) The contractor should not sub-contract the operation of tractor/trailer.

6) a) During the contract period, if the Contractor is not able to provide the tractors/trailers on any day or part thereof, charges for Full days absence and prorata market rate for part of the days absence will be recovered from the contractor.

b) However during such absence Contractor will be permitted to provide alternate tractor/trailer in good condition with prior permission of BHEL in which case penalty as per clause 6(a) will not be levied.

c) If the contractor is not able to provide the tractors 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.

7) During the contract period the tractors should be maintained by the contractor always in good running condition to the fullest satisfaction of BHEL. BHEL reserves the right to terminate the contract in case they are not so maintained.

SIGNATURE OF TENDERER

8) a) The contractor shall be responsible for obtaining necessary permit, comprehensive insurance policy, appropriate driving license 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 were 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.

b) The contractor shall pay necessary taxes and keep the fitness certificate for the tractor valid during the contract period.

c) The contractor should pay all statutory fees, taxes etc (like Service tax)

d) The contractor shall check for exhaust emission, and obtain fitness of their vehicle once in 6 months to meet the statutory norms laid by TNMV ACT, without which tractor will not be allowed in side the factory.

9) The contractor shall take comprehensive insurance cover including unlimited Third party property damage cover for the vehicle during the contract period.

10) a) Proper trip register for tractor 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.

b) It is the responsibility of driver to get filled all the columns in the trip register and got signed by the user and certified by the transport pooling In-charge. In case of loss of original trip register, BHEL reserves the right as not to entertain the claim.

c) BHEL Security personnel will check the tractor-trailer engaged as and when required.

11) a) Fixed monthly rental charges may be quoted. The charges should be inclusive of all other expenses excluding service tax.

12) Bills shall be raised by the contractor once in a month of the concerned month and submitted in duplicate 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.

SIGNATURE OF TENDERER

12a) Service tax if any shall be reimbursed on production of relevant documents. Applicability of such service tax shall be indicated in the price bid (schedule of rates) and shall be quoted as extra..

13) 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.

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

15) BHEL reserves the right to reject any or all offer without assigning any reason whatsoever.

16.BHEL reserves the right to hire the tractor and trailers on split basis to meet the tender requirement

17.Lowest offer shall be arrived on considering individual offers of Tractor and Trailer.

18.A Manila rope of size 18 mm and length of 20 Mtrs to be provided with each tractor by the contractor.

19. Mobile phone should be provided to driver of tractor for communication.

SIGNATURE OF TENDERER

SCHEDULE OF RATES

TRACTOR

SL NO	DESCRIPTION	NO OF TRACTOR REQUIRED	RENTAL CHARGES FOR ONE MONTH FOR ONE TRACTOR+ONE DRIVER+ONE HELPER
01.	TRACTOR, WITH ONE DRIVER+ONE HELPER, FOR EACH TRACTOR FROM 08.00 Hrs to 20.00 Hrs(12 Hrs per DAY)	THREE TRACTORs (3 Nos)	Rs.----- (Rupees

TRAILER

SL NO	DESCRIPTION	NO OF TRAILER REQUIRED	RENTAL CHARGES FOR ONE MONTH FOR ONE TRAILER
01	15MT to 20MT CAPACITY TRAILER FROM 00.00 Hrs to 24.00 Hrs (24.00 Hrs per DAY)	SEVEN TRAILERS (07 Nos)	Rs.----- (Rupees

E M D for Rs.1,00,000/- enclosed vide No: dtd

.....

Note:

1) Service Tax Regn No _____ :

2) No.of tractors that can be supplied _____ :

3) No.of trailers that can be supplied _____ :

SIGNATURE OF THE TENDERER

QUESTIONNAIRE

(TO BE FILLED BY THE TENDERER)

.....

- | | |
|--|---|
| 01. Name of the Tenderer | } |
| 02. a) Address for Communication | } |
| b) Telephone, Cell No. if any | } |
| 03.Details of experience in running Tractor | } |
| 04.Registration No. of the Tractor | } |
| 05. Name and address of the Registered Owner | } |
| 06.Make, Model of the Tractor & date of first registration | } |
| 07.a) Tractor 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 licence No | } |
| c) Date of expiry of the driving licence validity | } |
| 10. Date of expiry of FC | } |
| 11. Documents of lease agreement if any | } |

SIGNATURE OF THE TENDERER

