



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

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NOTICE FOR INVITING TENDER

TENDER NOTICE NO.	BAP:M&S:TE:TR:10/024 Dt-10.11.2010
NAME OF WORK	HIRING OF TRACTOR(50 HP and above) - 05 Nos with driver and helper for each Tractor (For 12 Hrs operations) and 10MT to 15MT TRAILERS - 09 Nos (For 24 Hours operation)
EARNEST MONEY DEPOSIT	Rs.1,00,000/- (Rupees One lakh only)
LAST DATE AND TIME OF RECEIPT OF TENDER	03.12.2010 14.30 Hrs
TENDER OPENING DATE AND TIME	03.12.2010 14.30 Hrs
PERIOD OF CONTRACT	TWO YEARS
THIS DOCUMENT CONTAINS 13 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 Sr.Manager/Transport&Contracts M/s Bharat Heavy Electricals Ltd, Ranipet-6 up to 14.30 Hrs on **03.12.2010** in the prescribed form and will be opened on **03.12.2010** at 14.30 Hrs in the presence of such of those tenderers or their agents who may choose to attend with an authorization letter.
03. Tenders must be submitted in two sealed covers (Two part bid) and should be addressed to The Sr.Manager/Transport&Contracts. **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. The Second cover should contain only price bid (Page 13 of tender document)
- 03 a) First technical bids will be opened and evaluated and technically qualified bidders' price bids will be opened and evaluated.
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 correspondences and insertions.
05. The tenderer should fill and sign the questionnaire (Page 12) which is enclosed with this Tender Document.
06. The Tenderers should fill their rates in the blank spaces provided for this purpose in the Schedule of Rates enclosed (Page 13) along with these documents and also sign each and every page of the tender documents.
07. 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.
08. Tenders not submitted on the prescribed forms are liable for rejection.

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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.
11. 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 DGM / FINANCE, BAP-BHEL, RANIPET.6.
12. 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 & Contracts the earnest money deposited by him will be forfeited and acceptance of his tender will be withdrawn.
13. 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.
14. 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.
15. The contractor's responsibility for this contract shall commence from the date of issue of order of acceptance of his tender.

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16. The acceptance of the offer by BHEL is based on the inspection of the TRACTOR(s) condition and records/ legal ownership pertaining to the TRACTOR(s). If the tenderer is not able to place the TRACTOR(s)/TRAILER(s) for such inspection within the time limit prescribed by BHEL, the Earnest Money Deposited by the tenderer will be forfeited and offer will 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.

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

17. 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.

18. SECURITY DEPOSIT

SECURITY DEPOSIT should be collected from the successful tenderer. The rate of security deposit will be as below.

- | | |
|-----------------------------------|---|
| i) Up to 10 lakhs | = 10% |
| ii) Above 10 lakhs up to 50 lakhs | = Rs. 1 lakh + 7.5 % of the amount exceeding 10 lakhs |
| iii) Above 50 lakhs | = Rs. 4 lakhs + 5% of the amount exceeding Rs.50 lakhs. |

The security deposit should be collected before start of work to the contractor.

18.01. The security deposit may be furnished 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.

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iv) Security available from Post Offices such as National Savings Certificate, Kisan Vikas Patra 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).

v) Bank guarantee from scheduled banks / Public Financial Institutions as defined in the companies Act. The bank guarantee format shall have the approval of BHEL.

vi) Fixed Deposit Receipts 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.

vii) Security Deposit can be also recovered at the rate of 10% from running bills. However in such cases at least 50% of the security deposit should be collected before start of work and the balance 50% may be recovered from the running bills.

vii.a. In case of contract value does not exceed Rs.10 lakhs, work can be started before SD is collected. (However payment can be released only after collection/recovery of initial 50% security deposit)

viii) EMD of the successful tenderer can be converted and adjusted against security deposit.

ix) The security deposit shall not carry any interest.

19. (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 or their dependents are eligible to submit their offer against this contract. Even if they submit out of ignorance the offer shall be disqualified.

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

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21. 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.

22. 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.

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

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

25. 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.

26. Tenderers shall not increase their quoted rates incase 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.

27. 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.

28. 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.

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

31. 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 (50HP and above) 5 Nos with 1 driver, 1 helper for each tractor** and **10MT to 15MT capacity TRAILER 09 Nos**. The tractors offered should be having valid permit alone can be considered. The tractors and trailers 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.

01 a) BHEL reserves the right to hire the Tractors/Trailers 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.

01 b) Tenderers who are quoting for tractors & trailers on lease agreement basis, in the event of the lease agreement becoming in fructuous, Tenderer 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 with better condition. BHEL's officials shall carry out inspection of the vehicle offered & BHEL's decisions regarding acceptance or rejections of any tractor(s)/ trailers is final.

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

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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 & trailers
- e) Tax payment details of the tractors & trailers
- f) Driver License.

Offers without the above documents will be rejected

The 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 Jan 2011. 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 is likely to be extended / short closed as per the requirement of BHEL. In case of such extension, the terms and conditions and hiring charges already agreed will remain same for the extended period also.

05. a) The TRACTORS 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. The Trailer will be used for 24 Hrs and rate shall be quoted for 24Hrs basis.

b) The tractors/trailers shall be reported 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 our requirement.

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

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- e) The contractor should not sub-contract the operation of tractor.
- 6) a) During the contract period, if the Contractor is not able to provide the tractors/trailers on any day or part thereof, penalty charges for Full day's absence and pro-rata market rate for part of the day's absence will be recovered from the contractor.(Penalty charges will be equal to the open market rate per tractor per day)
- 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/trailers 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/trailers 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.
- 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.

SIGNATURE OF THE CONTRACTOR

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 tractors/trailers 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 tractors/trailers 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. Service tax if any shall be reimbursed on production of relevant documents.

12) Bills shall be raised by the contractor once in a month for the respective 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.

12.a) Service tax if any shall be reimbursed on production of relevant documents.

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 offer without assigning any reason whatsoever.

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16. BHEL reserves the right to hire the tractors and trailers on split basis to meet the tender requirement.
17. The Lowest offer shall be arrived on considering individual rates of Tractor and Trailer separately.
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.
20. In case of tie in rates preference will be given to model of tractor (Latest Model will be preferred).
21. Service tax if any shall be paid extra on production of relevant documents.
22. The contractor should follow all statutory requirements like PF, ESI etc without fail. While quoting rates these factors should be taken into consideration. Bills shall be passed only after complying above formalities.

SIGNATAURE 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 license No }
- c) Date of expiry of the driving license validity }
- 10. Date of expiry of FC }

SIGNATURE OF THE 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 (50HP and above) WITH ONE DRIVER+ONE HELPER, FOR EACH TRACTOR FROM 08.00 Hrs to 20.00 Hrs(12 Hrs per DAY)	Five Tractors (5 Nos)	Rs.----- (Rupees

TRAILER

SL NO	DESCRIPTION	NO OF TRAILER REQUIRED	RENTAL CHARGES FOR ONE MONTH FOR ONE TRAILER
01	10MT to 15MT CAPACITY TRAILER FROM 00.00 Hrs to 24.00 Hrs (24.00 Hrs per DAY)	NINE TRAILERS (09 Nos)	Rs.----- (Rupees

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

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Note:

1) Service Tax Regn No _____ :

2) No.of tractors can be supplied _____ :

3) No.of trailers can be supplied _____ :

SIGNATURE OF THE TENDERER