

**BHARAT HEAVY ELECTRICALS LIMITED**  
**RAMACHANDRAPURAM – HYDERABAD – 502032**

**M&S TRANSPORT SECTION**

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Tender Notice No: HY/M&amp;S/TPT/Truck/2014-15

12-Aug-2014

Tender in two parts (Techno-commercial & Price bid) will be received by the undersigned in sealed cover from the contractors satisfying the pre-qualification requirements. The following should be legibly written on the cover – Tender notice number, tender date, name of work, due date of opening. Tenders will be opened at 13:30 hrs on the due date in the presence of bidders or their authorized representatives in BHEL, Administrative Building (Vendor Complex) Ramachandrapuram, Hyderabad - 32.

<b>1</b>	Name of the work	:	Hiring of 10T Truck for 1 year
<b>2</b>	Earnest Money Deposit	:	Rs.20,000/- (Refundable)
<b>3</b>	Estimated Cost	:	Rs.7.08 Lakhs
<b>4</b>	Cost of Tender Documents	:	Rs.500/- (non-refundable)
<b>5</b>	Tender Sale start Date	:	12-Aug-2014
<b>6</b>	Tender Sale Close Date	:	23-Sept-2014 – 1100 Hrs(extended)
<b>7</b>	Last Date of receipt of tenders	:	24-Sept-2014 – 1100 Hrs(extended)
<b>8</b>	Date & time of opening of tenders	:	24-Sept-2014 – 1330 Hrs(extended)

Name &amp; Address of the contractor:

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Tenderers are requested to sign and put seal on all pages of tender documents and submit.

Signature of Contractor

General:

1. BHEL, RCPuram, Hyderabad needs 10 Ton Truck (carrying capacity of 10Ton) @10hrs per day for carrying out material handling activities inside factory for a period of 1 year on all working days(302 Operations) for the use of TC & GT departments. The number of Km run would be around 20-25 km in a day.
2. The Truck should be of 2007 or later model and should be in good working condition.
3. Contractors in possession of 10 Ton Truck shall submit vehicle document proof (RC) at the time of submission of the tender. The 10 Ton Truck shall be in the name of Contractor only. 10 Ton Trucks on partnership deeds/on power of attorneys/authorizations and on lease basis are not accepted.
4. Contractors not in possession of 10 Ton Truck (2007 or later model) can also take part in the tender by signing an undertaking as per ANNEXURE III
5. The 10T Truck shall be supplied along with sufficient number of drivers. The fuel shall be in the scope of contractor only.
6. The following documents (applicable and valid) need to be submitted during the time of inspection of the 10T Truck.
  - a) Registration Certificate
  - b) Driving License
  - c) Comprehensive Insurance
  - d) Pollution Certificate
  - e) Permit
  - f) Road Tax
  - g) Fitness Certificate
7. If any of the above certificates gets expired during the contract period, the same shall be renewed and copy shall be submitted to Transport pool authorities in time falling which the bills shall be withheld.
8. As per the policies of BHEL, the maximum amount of Security Deposit is 10% of contract value

Signature of Contractor

As mentioned earlier, tenderer shall submit their offer in two part bids

- a. Techno-commercial bid consisting of Annexure – I,II and/or III duly signed on all pages along with DDs original for `500/- (cost of tender documents) & `20,000/- (Earnest Money Deposit).
- b. Price bid duly filled in & duly signed consisting of Annexure – IV

The above two bids are to be placed in separate covers duly sealed. The cover for Techno-commercial bid should be super-scribed as “Techno-commercial bid for Hiring of 10T Truck” and Price bid shall be super-scribed as “Price bid for Hiring of 10T Truck”

Both the above two envelopes shall be kept into another sealed cover. The cover shall be super-scribed with “Quotation for Hiring of 10T Truck” and shall be sent to **Tender Box, Vendor Complex, Admn. Bldg. Bharat Heavy Electricals Limited, Ramachandrapuram, Hyderabad – 502032.**

BHEL will not be responsible for any postal delays. *All corrigenda, addenda, amendments, time extensions clarifications, etc., to the tender will be hosted on BHEL website ([www.bhel.com](http://www.bhel.com)) only. Bidders should regularly visit BHEL website to keep themselves updated.*

Engineer/Transport

Signature of Contractor

**BHARAT HEAVY ELECTRICALS LIMITED**  
**RAMACHANDRAPURAM – HYDERABAD – 502032**

**M&S TRANSPORT SECTION**

Tender Notice No: HY/M&amp;S/TPT/Truck/2014-15

Date: 12-Aug-2014

**Name of Job Work: Hiring of 10T Truck for 1 year**

The tender schedule must be submitted along with the general conditions, special terms & conditions enclosed herewith duly signed & stamped on each page with bidders covering letter. Quotations should be typed on tender schedules only. Any deviations/deletions should be brought out separately on bidders letter pad and enclosed to the bid documents.

Following to be filled up by the bidder:

1.	Name of the Contractor	
2.	Full Address	
3.	Name of contact person	
4.	Phone no./Fax no.	
5.	E-mail Id	
6.	Mobile no.	
7.	PAN Number	
8.	EMD – `20,000/- Cash Receipt / Bankers Cheque details	
9.	Document Fee details	
10.	BHEL Supplier Code (if present)	

Signature of Contractor

**ANNEXURE-I**

Terms & conditions for entering into rate contract for “Hiring of 10T Truck for 1 year” for the use of BHEL, RCPuram, Hyderabad – 502 032.

1. The basic rate per month per operation (per-day along with driver, helper and fuel) along with extra km rate is to be quoted in Annexure IV
2. 10T Truck shall be supplied along with driver and cleaner.
3. Once the contract is finalized, the 10T Truck shall be at the operational disposal of BHEL during the entire contract period.
4. All the offers received will be scrutinized and only the technically qualified offers will be considered. Technically not qualified offers will be rejected.
5. All entries in the tender should be clearly written in ink and all corrections are to be duly attested by the tenderer.
6. Issue of tender documents does not mean that the bidder fulfills the qualifying requirements of the contract.
7. Submission of offer shall mean that the bidder has read the bid documents and agrees to abide by the terms and conditions mentioned in the documents.
8. The contractor will take comprehensive insurance for the vehicle at his own cost.
9. Quotation should be valid for a period of three months from the date of opening of the techno-commercial Bid.
10. No other person except Contractor’s authorized representative will be allowed in BHEL premises.
11. Within BHEL premises, the Contractor’s personnel should not do any work other than the Normal duties allotted by Transport pool.
12. The contractor shall make available relief 10T Truck (similar) immediately in the event of any breakdown or accident. Such relief 10T Truck will be subject to the same conditions of maintenance and compliance with statutory requirements as those covered by the contract.
13. The breakdown/overhauling/preventive maintenance hours will not be counted in hours of operation.
14. Transport contractor should obtain at his own cost, all required permits, licenses, pollution certificate etc., and its renewals for running his 10T Truck without break or any type of difficulty during the entire contract period. Failure to maintain these requirements will entail BHEL for cancellation of the contract and forfeit the security Deposit.
15. If the transport contractor is not able to provide his 10T Truck continuously, alternate arrangement will be made by BHEL and extra cost incurred will be recovered from the transport contractors pending bills of from security deposit.

Signature of Contractor

16. The 10T Truck should be registered duly insured i.e. comprehensive insurance and the same should be renewed from time to time during contract period at his own cost. Transport contractor will be fully responsible for safe material handling.
17. The transport contractor is directly responsible for injuries/death of occupants or other users arising due to accident or otherwise of 10T Truck during the contract period. At any point of time, BHEL will not be responsible for any loss/damage either to person or to the 10T Truck arising out of accident of 10T Truck for performing the contractual obligations.
18. The Transport Contractor will have to indemnify BHEL against the following, in case the same is thrust upon BHEL:
  - a. All claims for injury or damage to any person, property caused by his negligence or negligence of his employees while on operations
  - b. Failure in observance of labour and industrial laws by the contractor.
  - c. All claims by way of compensation and all other types of unforeseen claims which may occur in the course of contract incurred by contractor.
  - d. All payments by way of compensation or otherwise which BHEL may be called upon to make under provisions of the relevant acts to any workmen as aforesaid and any cost incurred by BHEL in connection with any claim and demands whatever in respect thereof or in any loss, injury or damages whatever to any third person arising out of this contract by the Transport contractor, their workmen servants or agents shall be recovered from contractor
  - e. For all claims, payments and losses that BHEL may have to make or suffer on account thereof the transport contractor shall wherever required to do so by BHEL or Govt. officials authorized under law, produce for inspection all forms, register and other papers required to be maintained under various statutes.
19. Any amount recoverable from transport contractor towards the loss / damage will be recovered from the outstanding payments due or from the security deposit. In case the amount is insufficient for such recoveries, transport contractor shall make good the balance amount by remitting in the cash office at BHEL. The company reserves the right to enter into Parallel contracts for the same period or any part thereof.
20. BHEL reserves the right to refuse / cancel the tender at any stage without assigning any reason with a notice period of 30 days.
21. This contract may be terminated at any time without paying compensation whatsoever to the transport contractor in case of misbehaviour, disobedience, dishonesty, clandestine insolvency, any court order, non-sanction of road permit or any other related activities on their part or their failure to fulfill the terms & conditions of this agreement
22. The Rates quoted shall remain valid for entire contract period.

Signature of Contractor

23. An amount towards EMD shall be paid by demand draft drawn in the name of “Bharat Heavy Electricals Limited” payable at Hyderabad and shall be enclosed to the Techno-commercial bid. No interest will be paid on EMD. The EMD is returned to the un-successful bidder only after one month from the date of finalization of tender.
24. EMD - Earnest Money Deposit will be forfeited in case of the following:
- On withdrawal of the bid or increase in rates or changes in the bid conditions after opening of tender.
  - On refusal to enter into a contract after the contract is awarded.
  - In case of cheating, committing frauds, providing false information during any stage of tender process.
25. EMD furnished by the successful bidder will be adjusted as part of security deposit towards contract performance guarantee and shall be refunded within three months of the date of expiry / completion / revocation of the contract. In the event of the agency failing to comply with any provision of the contract, the security deposit shall be forfeited by BHEL.
26. Successful tenderer shall pay a Security Deposit as per the works policy 2008 of the overall contract value.
- Security Deposit:
- Cash (as permissible under income tax act)
  - The successful tenderers EMD paid will be converted and adjusted into Security Deposit.
  - Minimum 50% of the Security Deposit amount should be paid by Cash or Demand Draft at the time of agreement and before commencing the contract, balance 50% to be recovered from Monthly bills to the Maximum of 10% of the Total Contract value.
  - The Security Deposit will not carry any interest and will be paid after successful completion of contract to BHELs satisfaction.
27. The Transport contractor shall submit his bills on 5th day of the following Month. The trips will be authorized by the user or Transport pool authorities. In case the bills are not submitted by 5th of the following Month, these bills cannot be settled in the month in which the bills are received. All payments will be made only in the name of the Party mentioned in RC Book on whose name it is registered.
28. The orders, notices or any correspondence to the transport contractor will be sent by registered post to the address furnished. This is deemed to have been served on the transporter, on date of report of delivery of such correspondence. The Transport Contractor shall carry out the orders without any delay.
29. Withdrawal of contract during the contract period will entail BHEL, not only forfeiture of Security Deposit but also to appoint other Transporter at the risk and cost of the contractor.
30. Soon after the acceptance of the Order, the Transport Contractor shall enter into an agreement with M/S BHEL, Ramachandrapuram, Hyderabad – 502 032. The agreement shall be entered on Non-judicial Stamp paper of the value of Rs.100/- to be purchased by Transport Contractor at his own cost.

Signature of Contractor

31. The contractor shall engage a driver having experience of minimum of two (2) years in driving vehicles and in possession of valid license. The driver should not smoke/drink while on duty and should keep the vehicle neat and clean.
32. It is the responsibility of the contractor to engage sufficient number of drivers depending on the operational hours of the day.
33. The contractor shall maintain regular contact with the designated employee of BHEL and will interact on matters relating to work awarded under this contract.
34. In case the contractor does not carry out the contractual / statutory obligations or the services rendered by him are found to be unsatisfactory, BHEL shall bring the same to his notice and he will be obliged to discharge the obligations and rectify the anomaly within prescribed time failing which, BHEL reserves the right to terminate the contract without assigning any reason whatsoever. In such an event no damages will be payable for short closure of the contract.
35. Notwithstanding anything contained in the contract agreement which will be entered after award of work, the contract may be terminated by BHEL, without assigning any reason thereof by giving a notice of 30 days to the contractor.
36. Non-compliance of any provisions under the act / rule / instructions / guidelines shall make the contractor liable for penal action including termination of contract.
37. The orders, notices or any correspondence to the transport contractor shall be sent by registered post to the address furnished. This is deemed to have been served on the transporter, on date of report of delivery of such correspondence. The transport contractor shall carry out the orders without any delay.
38. Contractor shall in his absence keep competent agent constantly on the works and any directions or explanations given by the Contract Signing Officer or his representative to such agent shall be held to have been given to the contractor himself.
39. Work shall be done on any day with the written permission and approval by competent authority. The contractor shall comply with the provisions of the factories act rules framed there under if the same are applicable.
40. On the occurrence of an accident, which results in the death of any of the workmen employed by the contractor or which is so serious as to be likely to result in the death of any such workmen, the contractor shall intimate within 24 Hrs. of the happening of such an accident intimate in writing to the company official in-charge of the work.
41. The contractor shall indemnify the company against all losses or damages sustained by the company resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties or dues if any and become payable by the company, as a consequence of failure, the company to give notice under the workmen's compensation act or otherwise confirm the provisions of the said act in regard to such accident.

Signature of Contractor

42. The contractor shall ensure adherence to all statutory requirements applicable to BHEL, RC Puram, Hyderabad.
43. The Contractor shall not resort to sub-contracting under any circumstances. If found subcontracting at a later date, BHEL reserves the right to take whatever action it deems fit, including cancellation of the contract and forfeiture of security deposit.
44. Whenever the term Contractor is used, it shall be understood to refer to the particular person, firm or corporation with whom an agreement has been made by the concerned company official for executing the work defined in the concerned agreement and for the purpose of instructions regarding compliance with contract conditions. It shall include the contractors authorized agents, who are entrusted with the work by contractor.
45. All the works shall be carried in accordance with the directions and to the satisfaction of the company official in accordance scope of work.
46. In the event of any question or dispute under this contract, the same shall be referred to a competent authority in the company for sole arbitration and his decision shall be final and binding on the parties to the contract.
47. In case of any suit or other legal proceeding arising under this contract, the courts at Sangareddy (Medak Dt.) A.P shall have only Jurisdiction.
48. Wherever, BHEL / Company standards are mentioned, they shall be strictly followed.
49. Nothing contained in the contract agreement and its conditions shall be deemed to preclude or render inoperative the service of any notice, letter or other communication upon the contractor personally.
50. All disputes, claims and demands arising in connection with the contract shall be settled by mutual consultation. If no such agreement is reached between the parties each party can appoint one arbitrator and the arbitrators so appointed can appoint a presiding arbitrator. The proceedings of the tribunal shall be in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules made there under. The venue of the Arbitration shall be at BHEL, Hyderabad or at such place as the arbitrators may direct. The award to be given by the arbitral tribunal shall be a speaking award. The costs, fees and expenses shall be borne by both the parties equally. The award of the tribunal shall be final and binding on both the parties equally. All questions, disputes, differences arising under, out of or in connection with this contract shall be exclusive jurisdiction of the courts at Sangareddy, Medak District, Andhra Pradesh.
51. Tax will be deducted at source from the running bills as per applicable income tax rules and other statutory requirements.
52. The driver shall be polite, exhibit good behavior and must have positive attitude in dealing with all people in BHEL. If the driver misbehaves with anybody contractor shall change the driver or else the contract will be cancelled.

Signature of Contractor

53. **Finalization of Tender:** Price bids of all technically qualified will be opened and scrutiny shall be carried out. All the qualified Price bids shall be arranged in ascending order of basic rate and L1 party shall be identified based on the basic rate
- a. If L1 party rates are less than our estimation and are the least Work order shall be issued.
  - b. If L1 party rates are greater than our estimation or not the least Negotiations will be conducted with L1 party and rates would be finalized.
54. **Penalty Clause:** A penalty equivalent to the payment per day shall be recovered from the bills or the SD apart from hourly proportional cutting in case the vehicle/driver/cleaner does not report on any working day or is under break down or vehicle does not carry out the work as instructed by BHEL nominated person.
55. Any discrepancies in the tender documents shall be brought out separately on a letter and shall be submitted along with technical bid.
56. Price bids should not contain any written content other than the quoted prices. Even if any content is written it shall not be considered.

10T Truck

Signature of Contractor

**General instructions to bidders:**

1.	Bidders are required to go through instructions carefully and complete all the formalities as required. In event of furnishing false or incorrect information, the offers shall be rejected and no correspondence will be entertained in this regard.
2.	Bidders are required to submit the offer in two parts. I) Techno-commercial bid along with un-priced bid II) Price bid. Each bid shall be kept in separate envelopes, which should be properly sealed. Both envelopes shall be put together in a large envelope and shall be submitted to concerned official at Vendor Complex as per the tender date and time.
3.	Bidders are required to ensure that all columns of the bid are duly filled in. If any incorrect rates or unusually low rates are quoted, offer is liable for rejection and no correspondence will be entertained in this regard.
4.	The techno-commercial bid should accompany the Demand Drafts in original for Earnest Money Deposit and cost of tender document along with other relevant supporting documents. In case of non-submission of Earnest Money Deposit/ Document cost along with the technical bid, the offer is liable to be rejected.
5.	Bidders are required to submit duly filled in tender documents (as per the date and time mentioned above) at Vendor Complex, Administrative Building (BHEL).
6.	The techno-commercial bids will be opened on the same day at 1330 hrs at Vendor complex, BHEL, RCPuram (Unless Extended).
7.	Bidders or bidder's representatives may attend the tender opening on the above mentioned date, time and place. No separate intimation will be given to bidders.
8.	The sealed price bids of only those offers, which are technically acceptable, will be opened later. Bidders qualifying in Technical bid will be intimated separately for participating in price bid.
9.	In case there is any discrepancy in values between the numerals and words anywhere in the tender document, the values in words shall be considered.
10.	Price quoted shall be exclusive of service tax.

**ANNEXURE-II**

Techno-commercial bid for “Hiring of 10T Truck for 1 year”.

All the below mentioned documents shall be supplied for technical qualification. Failing to submit the below shall make the offer liable to technical dis-qualification.

Sl. No.	DESCRIPTION	CONTRACTORS RESPONSE
1.	Name of Job work	Hiring of 10T Truck for 1 year
2.	Tender Notice no. & Date	HY/M&S/TPT/Truck/2014-15 date 12-Aug-2014
3.	Details of EMD	
4.	Document cost Details	
5.	PAN details	
6.	Submitted Vehicle Document proof/ Undertaking Letter	Yes/No
7.	Submitted 1 no. valid driving license	Yes/No

Signature of Contractor

**ANNEXURE - III**

**UNDER TAKING**

(For Tenderers not in possession of 10T Truck at the time of submission of tender documents)

I, undersigned applied for Hiring of 10T Truck vide Tender No. HY/M&S/TPT/Truck/2014-15, Dated: 12-Aug-2014 given by M&S Transport section, BHEL, RCPuram, Hyderabad-502032

In the above said tender I have not submitted the details of 10T Truck as I don't own 10T Truck at present.

If I stand L1 in the tender or if order is received for supplying 10T Truck I will produce the 10T Truck, (in line with NIT, along with requisite documents) within 3 weeks of issue of work order.

Name, Address of the Contactor

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Mobile Number:

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Signature of Contractor

**ANNEXURE - IV**

Price bid for "Hiring of 10T Truck for 1 year"

Sl. No.	Description	Rate	
		In Figures	In Words
1	Rate PER DAY @10Hrs operation	Rs.	Rs.
2	Rate per Extra Hr beyond 10Hrs operation per day	Rs.	Rs.

*\*Only Service Tax (as applicable) shall be paid EXTRA and prices shall be quoted accordingly.*

Name, Address of the Contactor

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Mobile Number:

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Landline Number:

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Signature of Contractor