

Two Bid Tender Document

Transport of Plants from Dehradun to Delhi.



**Forest Research Institute
P.O. New Forest
Dehradun-248006**

20010-11

Sl.No.-----

**PURCHASE SECTION
FOREST RESEARCH INSTITUTE
P.O. New Forest,
DEHRADUN-248006**

TENDER NO: XI-1/10-11/Purchase

**DUE DATE FOR PRE-BID CONFERENCE: April, 21, 2010 at 11:00 Hrs, venue
Purchase office, FRI (Main Building)**

**DUE DATE FOR SUBMISSION OF TECHNICAL & FINANCIAL BIDS: April 30,
2010 at 10.00 A.M.**

DUE DATE FOR OPENING OF TECHNICAL BIDS: April 30, 2010 at 11.00 A.M.

OPENING DATE FOR FINANCIAL BIDS: May 5, 2010 at 11.00 A.M.

CONTENT OF TENDER PAPER

THIS PAPER INCLUDES THE FOLLOWING DOCUMENTS:-

1. Tender Notice (Chapter I)
2. Terms & conditions (Chapter -II)
3. Description of the work (Chapter III)
4. Schedule of Price(Chapter IV)
5. Agreement (Chapter V)
6. Format for Bank Guarantee (Chapter VI)

Issued to M/S

**(PIAR CHAND)
Purchase Officer**

Purchase Section
Forest Research Institute,
ICFRE, P.O. New Forest, Dehradun-248006
BIDDING DOCUMENT

Chapter-1 Instructions to Bidders

Sealed Tenders are invited from the reputed firms for following work of this Institute:-

Sl. No.	Tender No.	Name of the Work	Earnest Money
1.	N0.XI-1/10-11/Purchase	1. Transport of the Plants from Dehradun (New Forest) to New Delhi.	25000.00

The details of the above items and other Terms and Conditions, etc. are available in the tender documents, obtainable from the Purchase Officer, Forest Research Institute, Dehradun-248006, on payment of **Rs.227.00 (Rs.277.00, if tender is required by Speed post)** (including **13.5%** Utranchal Trade Tax), by **CROSSED DEMAND DRAFT** in favour of the **Accounts Officer, FRI. Pre-bid Conference** for finalization of TOR has been arranged at the Institute premises on **April 21, 2010 at 11:00 Hrs.** The Tenders (both technical and financial bids) should reach this office on or before **April 30, 2010 up to 10.00 A.M.**, out of which the **technical bids** will be opened on the same day at **11.00 A.M.** in the presence of the tenderers or their authorized representatives, if any. Any or all tenders can be rejected by the Director, FRI without assigning any reason. The tender forms and TORs are also available at web site <http://fri.icfre.gov.in/>. The tender form downloaded from above web sites must include Rs.227/- as tender fee along with the tenders submitted.

Purchase Officer
Forest Research Institute

To
M/s

Chapter-2: Conditions of Contract

Terms and Conditions

Pre-bid conference: A pre-bid conference has been arranged with the Indenter for finalization of TOR of the work. Bidders are requested to take part in the Pre-bid conference at scheduled date and time. The modified TOR, if any, after Pre-bid conference will be available at the websites and also can be obtained from the office of Purchase officer. After Pre-bid conference no changes will be accepted in the desired TORs. If no party attends the Pre-bid conference then listed TOR will be considered as final.

The proposals must consist of two separate sealed envelopes as follows:

The **First envelope** must enclose following documents and must be marked in bold letter as “QUALIFYING DOCUMENTS, EMD & TECHNICAL PROPOSAL”.

- a. A brief description of the Transporter and an outline of recent experience in assignments of a similar nature.
- b. Proof of registration for doing transport work or equivalent,
- c. Proof of TIN/TAN/ Tax Registration,
- d. PAN.
- e. EMD will be as follows (liable to be forfeited if wrong information is furni)

Name of the Works	Earnest Money
1. Transport of the Plants from Dehradun (New Forest) to New Delhi.	25000.00

- f. The bidding firm must possess an experience of at least five (05) years, in the field of Transportation. (Enclose copies of the supportive documents OR work orders).

The **Second envelope** must enclose the Financial proposal and must be marked in bold letter as “FINANCIAL PROPOSAL”.

MINIMUM ELIGIBILITY CRITERIA FOR THIS TENDER

The intending tenderer should have completed at least three similar works for last two financial year.

SIMILAR NATURE OF WORK:- Here “ Similar nature of work “ means Transportation of Railway materials or Industrial materials by truck / lorry.

NOTE:-Certificate s received from private individuals for whom such works are executed / being executed will not be accepted.

The following documents should be specified for submission along with tender:-

- a. List of personnel , organization available on hand and proposed to be engaged for the
- b. Subjected work.

- c. List of plant and machinery available on hand (OWN) and proposed to be inducted (OWN
- d. And hired to be given separately) for the subject work.
- e. List of work completed in the last three financial years giving description of work ,
- f. organization for whom executed , approx value of the contract at the time of award, date of
- g. award and date of schedule completion of work , date of actual start , actual completion and
- h. Final value of contract should also be given.
- i. List of work on hand indicating description of work , contract value , approximate value of
- j. Balance work yet to be done and date of award.

NOTE :- In case of items (c) and (d) above , supporting documents certificates from the Organization with whom they worked / are working should be enclosed.

SUBMISSION OF PROPOSAL

Financial and Technical Proposals and an envelope containing the qualifying documents and EMD should be sealed in two separate envelopes and then sealed in a counter envelope. The proposals should be clearly distinguished by writing on the cover “Qualifying Documents, Technical Proposal”, and "Financial Proposal". The outer envelope must be clearly marked "DO NOT OPEN EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE" and “TENDER FOR WORK”.

The proposal must contain no interlineations or overwriting except as necessary to correct errors made by the concerned themselves, in which cases such corrections must be initialed by the person or persons signing the proposal. Your completed proposal must be delivered on or before the stated time and date.

PROPOSAL EVALUATION

A two-stage procedure will be adopted in evaluating the proposals

- (i) Lowest quote (Financial bid) as per TOR will be consider for awarding work.

General Terms & Conditions

6. It may be clearly understood that the institute have the right of exercising checks that they may desire to do checking of the work, which is being carried out in Institute premises. The institute will also have the right to impose any inspection at any stages by the person who may be nominated by the Institute
7. **Collection and delivery.** The contractor shall arrange to collect the plants as desired by the Institute from Nursery to another place and from another places to Nursery which has been indicated in scope of work for a contract period from the date of execution of the agreement.
8. The Institute reserves the right to increase or decrease the quantity of components without assigning any reason which shall be final and binding on the part of the contractor.

9. **Price:** - The rate shall be quoted in annexure give for price in figures and words and shall be inclusive of all charges. The rates must not be altered, erased and, over written.

Inspection; A surprise inspection may be done at any stage by the authorized representative.

10. No Institute passes/concession tickets for men and materials will be granted to the contractor under any circumstances. .
11. **Information relating to Tenderers :-**
Any information relating to the tender may be obtained from the office of the purchase on any working day during office hours up to 4 P.M except Saturday , Sunday and closed holiday.
12. **Penalty clauses:** - If the contractor fails in the due performance of his contract within the time fixed by the contract or any other authorized extension thereof, the Institute is entitled to recover from the contractor's bill a sum of 2% of the price of that portion of the contract not completed by the due date , per week or part there of but not exceeding 10% of the total contract value. The decision of the Director in this respect shall be final and binding on the contractor Alternatively the work shall be got done by other agencies or shall be completed by the Institute itself at contractor's cost and risk and the amount of loss or the damage that may be sustained by the Institute by reason of such failure on the part of the contractor shall be recovered from the contractors bill or any other dues that may be payable to the contractor and the decision of the Institute in this respect shall be final and binding on the contractor.
13. If such failures as aforesaid shall have arisen from any causes which the Institute may admit as being a reasonable ground for extension of time the Institute shall allow such additional time as he may in his absolute desecration considered to be reasonable justified by the circumstances of the case. The decision of the Institute in this respect shall be final and binding on the contractor.
14. **Termination of the contract :-** In case of failure on the part of the contractor to complete the work within the stipulated period or authorized extension period and breach of any term and conditions of the contract by the contractor, the Institute reserves the right to termination of the contract without notice.
15. **Earnest money:-**
The amount of earnest money required to be deposited with this tender is Rs.25000/- (Rupees Twenty six thousand) only to be accompanied with tender offer. .

Tender unaccompanied with full earnest money along with requisite form will under no circumstances , be entertained and will summarily be rejected without further reference to the tenderers . Any reference to previous deposit of earnest money and security deposit for adjustment against the present tender will neither be accepted, nor any request for recovery from out standing bills for earnest money against present tender will be entertained.

16. **Security Money:-**On receipt of the letter of acceptance of tender from the Institute the contractor shall execute an agreement, within a period of 10 (ten) days the date of the receipt of the said letter of acceptance.
- i. Security deposit for each work should be 5% of the contract value.

- ii. The rate of recovery should be at the rate of 10% of the bill amount till the full security deposit is recovered.
- iii. Security deposit should be recovered only from the running bill s of the contract and no other mode of collecting S.D such as S.D in the form of instrument like BG, .FD etc shall be accepted towards the S.D .Security deposit shall be returned to the contractor after the physical completion of the work as certified by the competent authority. The competent authority shall normally be the authority, which is competent to sign the contract. This competent authority should issue the certificate. The certificate, inter alia, should mention that the work has been completed in all respect and that all the contractual/ obligations have been full filled by the contractor and that there is no due from the contractor to institute against the contract concerned. Before releasing the S.D, and unconditional and unequivocal no claim certificate from the contractor concerned should be obtained.

17. Performance Guarantee

The procedure for obtaining performance guarantee is outlined below:

A successful bidder should give a performance guarantee amounting to 5 % of the contract value in any of the following form (i) to (xi)

- i. A deposit of cash.
- ii. Irrevocable Bank Guarantee.
- iii. Government securities including state loan Bonds at 5% below the market value.
- iv. Deposit receipts, Pay orders, Demand drafts and Guarantee Bonds. These forms of performance Guarantee could be either of the state bank of India or of any of the Nationalized Bank.
- v. Guarantee Bonds executed or deposits receipts tendered by all schedule Banks.
- vi. A deposit in the post office saving Bank.
- vii. A deposit in the normal savings certificates.
- viii. Twelve years National defence saving certificates.
- ix. Ten years defence deposits.
- x. National defence Bonds and
 - i. Unit trust certificates at 5% below market value or at the face value which ever is less.

(b) The performance guarantee should be furnish by successful contractor after the letter of acceptance, has been issued but before the signing the agreement and should valid up to expiring of the maintenance period. The agreement should normally be signed within 10 (ten) days after issue of LOA and performance guarantee should also be submitted within this time limit

a.prior to signing on agreement .

(c) Performance guarantee should be released after satisfactory completion of the work and maintenance period is over. The procedure for releasing should be same as Security Deposit.

(d) Where ever the contract as rescinded, the security deposit should be forfeited and the Performance Guarantee shall be enchased and the balance work should be got done separately.

(e) The balance work shall be got done in dependently without risk and cost of the original contractor.

18.
 - (i). No interest will be allowed or paid on the amount deposited as security money. The security money will be refunded on completion of the contractual work successfully and fulfillment of all term and conditions of the contract satisfactorily on expiry of the guarantee period.
 - (ii) Request for transfer of the security deposit of any other work, even if the same is free from all obligations will not be accepted for the purpose of security deposit in this case.
 - (iii) Security money liable to be forfeited in case of failure on the part of the contractor to contractor to fulfill the term and conditions of the contract fully or partly. The decision of the Institute in this respect shall be final and binding on contractor.
19. The tenderer shall furnish full information regarding their experience and the Facilities which are available with them for execution of the subject work in the Performa. The tenderer shall also furnish document in support of their past experience.
20. An agreement in a prescribed proforma shall be executed before commencement of the work between the successful tenderer and Institute.
21. **Terms of payment** :-Payment will be made through cheque after satisfactory completion of the work of road transport contract for movement of Institute materials . Bill in all respect shallbe submitted to Institute along with accepted lorry challan of material (receipt) acknowledged by consignee on the basis of work order. Income tax etc will be deducted at source as per extent rule .
22. The Institute reserves the right to accept or reject any tender either in full or in part without assigning any reason.
23. **Validity of the contract**-The contract shall remain valid for the period of one year from the date of acceptance of offer /execution of the agreement. Unless otherwise extended., the contract can be extended beyond one year on same terms & conditions if so desired by Institute
24. **Subletting of contract**:- The contractor shall not sublet , assigns or part with this contract nor shall be take any partner , any other person/persons interested in the contract without the prior written consent of the Institute Any breach by the contractor in respect of this clause will entitle the Institute without prejudice to its any other right or rights to terminate the contract forthwith. Legal document and status of the person signing the tender document to be submitted along with tender document as power of attorney
25. General condition-
 - 1 Tender/Quotation paper are not refundable and transferable.
 - 2 The contract shall generally be guided by Institute general conditions of the contract.The tender shall be kept valid for acceptance for the period of 120 days from the date of opening of the tender.
26. **Variation in contract quantities**
The variation in contract quantities shall be regulated as per provision of Institute.
27. **Arbitration** :- Jurisdiction: The obligations and liabilities arising out of this contract shall be construed in accordance with the laws of Union of India.8

The Court in Dehradun, Uttarakhand, India shall have the exclusive jurisdiction to try all or any of the disputes.

28. Notices: Any notice given by one party to the other pursuant to this contract/order shall be sent to the other party in writing or by cable, telex, FAX or e-mail and confirmed in writing to the other party's address specified in the contract. A notice shall be effective when delivered or on the notice's effective date, whichever is later.
29. Tenders which do not fulfill any or all of the above conditions or incomplete, are liable for rejection.

Special Condition

1. Loading and unloading facilities will not be provided by the Institute for both side.
2. The contractor will have monthly meeting with institute to solve any problem in regard to transportation.
3. The contractor shall follow the work order received from institute.
4. The contractor will have to make his own arrangement for obtaining advance necessary Permits & gate passes for their Trailers/Lorry/Truck and labour to enter into Institute premises.
5. The contractor shall, as proof of having delivered the material correctly to consigner, produce the acknowledgment copies of the lorry challan in original
6. The normal working hours of the institute may be followed.
7. The entire cost of any Institute materials lost by the contractor or of damages sustained by such Institute property while in the contractor care custody or any amount otherwise recoverable from the contractor bill be liable to be recovered from the contractor bill/security deposit. For this purpose amount assessed by the Director on behalf of the Institute should be final & binding on the contractor.
8. All accessories which ever may be necessary for handling/store/material well as for protecting them while in the transit shall be provided by the contractor including the material required for security of the Institute property during transit.
9. The contractor shall bear the cost of repair to or removal of any rolling stock permanent way or other properties (Including the stores, to be transport loaded and unloaded) of the Institute damages by the negligence that of his staff, in regard to assessment of the such loss on account of damage.
10. Detention charges

No. Detention charge on any kind shall be payable to the contractor where the loaded vehicle is detained enroute on account of traffic restriction. It shall be clear understanding under the contract that the contracted rate shall be inclusive of the repercussions of the such traffic restriction etc. on and which are not ascribable to the Institute.

14. Insurance of material

Insurance of any kind has to be arranged by contractor at his end.

(PIAR CHAND)
PURCHASE OFFICER

CHAPTER III (Description of the items and TORs)

TORs of the Work finalized after Pre-bid Conference

Conditions for the Rate Contract for transportation of Saplings for Commonwealth Games 2010

1. The saplings of various species are having average height of two feet and are to be transported using multi tier arrangements which are to be provided by transporters. The expected quantum of the work is transportation of 2.5 to 3 lakh saplings. The amount of the work may be increased or decreased due to unexpected circumstances.
2. The transporter should quote the rate on per sapling basis including of loading at Dehradun & unloading at various places in NCT, New Delhi, to be decided as per consultation with DPGS, New Delhi. The quoted rate should be inclusive of all taxes.
3. The payment will be made in on basis of acknowledgement of receipt of saplings in good condition by consignee.
4. The transporter is bound to take all the care of the seedlings, during the transportation. Transporter will take all precautions to ensure that no damage is caused to the saplings during transit.
5. Period of supply will be in for May 2010 to August, 2010 and may be extended further.
6. The transporter should ensure the supply of the saplings to the consignar within reasonable time of the loading at Dehradun.
7. Only reputed and registered transporters having sufficient fleet size will be considered for the tender.

(PIAR CHAND)
PURCHASE OFFICER

Chapter-4: Price Schedule

(To be utilized by the bidders for quoting their prices)

Item with detail TORs	Cost per unit	Taxes, if any	Total cost in figure and words

Name/Seal of the Tenderer

Chapter-5: Agreement

The Supplier _____ agrees to accept the terms and conditions of this bidding document in letter and spirit.

Name/Seal of the Tenderer

Chapter-6: Format for Bank Guarantee

To

Forest Research Institute
P.O. New Forest
Dehradun

Your Order No. _____ for the Transportation and delivery of _____ has been accepted by M/s _____.

In accordance with the terms of payment of the said order, we have agreed to pay the balance of 5% of the contract price of the supplier, furnishing you with an acceptable Performance Bank Guarantee for 5% of the total contract value, viz Rs. _____ for the due performance by the Supplier of all its contractual obligations and to be valid for a period of 24 months for the date of bank guarantee for this purpose you have agreed to accept our guarantee.

In consideration thereof, we hereby guarantee payment of and undertake to pay Rs. ___ and remit to you on demand and without demur the sum of Rs. _____ being 5% of the total value of the contract on receipt of your intimation that the Supplier has committed a breach of any of its contractual obligations.

This guarantee shall be valid for a period of 24 months from the date of Installation of the work in satisfactory condition or 27 months from the date of dispatch of the last lot of consignment whichever is earlier, and in any event shall expire on _____, you shall have the right to file/make your claim on us under the guarantee for a period of sixty days from the said date of expiry.

This guarantee shall not be revoked without your express consent and shall not be affected by your granting time or any other indulgence to the supplies or by any change in the constitution of the Bank or the supplies or for any other reason whatsoever.

Not with standing any thing, contained herein above our liability under this guarantee is restricted to Rs. _____ and this guarantee will remain in force up to and inclusive of _____ unless an action to enforce a claim under the guarantee is filed against us within sixty days from the date of expiry i.e. on or before _____, all rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

Signatory Bank with Seal