

TENDER SPECIFICATIONS

ENQUIRY NO: IEX/WC/MH/09-10/03

Hiring of Diesel Operated Lifters for Material Handling in BHEL Bhopal

Tender Documents

1	Instructions for the Bidders	Annexure-A	2 pages
2	Technical bid with Terms and Conditions	Annexure-B	9 pages
3	Commercial bid with terms & conditions	Annexure-C	2 pages
4	Responsibility of contractor towards his employees	Annexure-D	1 page
5	General terms and conditions	Annexure-E	4 pages
6	Bid Format 1 to 5		6 pages
		Total	24 Pages

Last Date & time for Receipt of tender: 23.10.09 up to 12:00 Hours
Tender Opening due date : 23.10.09 at 14:30 PM
Contract Period : 2 years

Issued By

ADDITIONAL GENERAL MANGER
INDUSTRIAL ENGINEERING DEPARTMENT
BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL
Block-1, Annexe, Central wing, Ground Floor,
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Instructions for the Bidders

1. SEALED TENDERS UNDER TWO-PART BID SYSTEM are invited for entering into Contract for Providing Diesel Operated Lifters on hiring basis for Material Handling in BHEL Bhopal. However BHEL reserves the right to resort to reverse auction, if necessary.
2. Bidders are advised to read thoroughly all the clauses of the tender, general and special terms & conditions and understand the same before tender is submitted.
3. Bidders to ensure avoiding errors and take utmost care to ensure that their tenders are not rejected due to incomplete bid submission.
4. Bids which are incomplete, conditional, ambiguous, non-compliance with tender conditions, and do not meet/found to materially deviate from any of the contract conditions are liable for rejection.
5. The bidders shall closely pursue all the clauses of the tender documents under Technical, Commercial, General and Responsibility towards employees, and all annexure before quoting. If the bidder has any doubt about the meaning of any portion of the tender conditions, or find discrepancies or omission in the provisions or shall require clarification on any of the technical aspect, scope of work etc. he shall at once contact the authority inviting the tender for clarification before the submission of the tender.
6. Before submitting the bid, the bidders are advised to ascertain the nature of the work, requirements, and formalities and also understand the same. Offer should be submitted keeping in mind all the factors and related incidental expenditure. No claim will be entertained later on any ground. BHEL will not pay any extra charges after acceptance of the contract even if it is found later that the contractor has misjudged the nature and scope of work.
7. In the event of furnishing false information/ incomplete information, the offers shall be rejected and no correspondence shall be entertained in this regard.
8. The bids shall be submitted under **TWO-PART bid system**, enclosing the Price bid in separate envelope.
9. The offer must be submitted in three separate sealed envelopes:
 - (a) First for Technical and Commercial offer as per Annexure-B
 - (b) Second for price bid to be submitted as specified in BID FORMAT -4
 - (c) Third for Earnest money deposit (EMD)
10. All sealed envelopes must be super-scribed with
 - (a) Enquiry no. IEX/WC/MH/09-10/03,
 - (b) Name of work
 - (c) Date of Tender opening, and
 - (d) Indicating Technical and commercial offer OR Price bid OR Earnest Money Deposit (EMD)
11. All the bids shall be **sealed** with tenderer's **SEAL**.
12. Technical Bid should accompany the Demand Draft for Tender Fee and Earnest Money Deposit along with other relevant supporting documents. In case of non-submission of Earnest Money Deposit along with Technical Bid, the offer is liable to be rejected.

13. One complete set of tender documents should be submitted having bidder's initials on each page of the tender documents and submit the same without removing any sheets what so ever.
14. The tenders duly filled in and complete in all respect shall be dropped in the tender box located in the Tender Room at Administrative Building, Ground Floor till 12.00 Hrs. on the tender opening date as noted in the Notice Inviting Tender.
15. The 'techno-commercial' bids against two-part bid system or the 'price-bids' against single-part bid system, **shall be opened at 14.30 hrs** in the Tender Room at Administrative Building, Ground Floor on the tender opening date in presence of Bidders or their representatives who may be present.
16. Bidders or Bidders' representatives may attend the tender opening on the above-mentioned date, time and place. No separate intimation will be given to bidders for technical bid opening.
17. The 'price bids' of two-part bid system shall be opened in respect of only those parties who, after scrutiny/evaluation are found to technically acceptable, meet the requirements of tender conditions, general terms & conditions and special terms & conditions. The date & time of opening of price bids against two-bid system will be conveyed to the Bidders separately, wherein their representative may be present.
18. Tenderer must fill all the schedules and furnish all the required information as per the instructions given in various sections of the tender specification. The information furnished shall be complete in all respect.
19. The tenderer shall quote the rates in English Language and international numerals. **The rates shall be entered in figures as well as in words**. For the purpose of the tender, the metric system of units shall be used.
20. All entries in the tender shall either be typed or be in ink. Erasers and overwriting are not permitted and may render such tender liable to summary rejection. The tenderer shall duly attest all cancellations and insertions.

Bidders are advised to note above points and strictly follow instructions and the time schedules to avoid inconvenience

TECHNICAL BID with Terms & Conditions

1 INTRODUCTION

BHEL, Bhopal proposes to enter into contract for Hiring of Diesel Operated Fork Lifters for Material Handling in BHEL Bhopal. About **07 numbers** of such vehicles will be required to be used for material movement in different blocks but within the boundary walls of the company.

2 SCOPE OF WORK

a. Contractor shall supply the following vehicles:

i	Vehicle-Category	Diesel	Diesel	Total
ii	Vehicle Capacity	5T	3T	
iii	Vehicle Type	Forklift	Forklift	
iv	Vehicles (Nos.)	3	4	7

- b. Contractor shall undertake the Operation and maintenance of supplied vehicles as mentioned above. The contractor shall take the full responsibility of maintenance of all vehicles and nothing will be provided by BHEL Bhopal for that purpose.
- c. Contractor shall ensure the availability of Vehicle along with driver during 8 hours of shift timing for each Vehicle. However BHEL reserves the right to issue instructions for deployment of Vehicle/ Operator in any of the shift i.e. A, B or C. The number of working days in a month are to be taken as 25 days, thus total working days per year shall be 300 days. Vehicle requirement beyond specified 8 hours shift shall be subject to maximum of 25% per shift. It may however, vary as per actual requirement.
- d. The Contractor shall supply the requisite vehicles only of year 2008 or beyond make. As a proof to the same, the contractor will produce all necessary documents (i.e. Purchase order, bill/ invoice etc.) from where contractor have purchased the said vehicles for establishing the fact that supplied vehicles are original and of year 2008 make
- e. Contractor shall maintain the supplied vehicles in such a way that the original specification/ characteristics /features shall not be changed during entire contract period.
- f. VARIATION IN SCOPE OF WORK – The quantity of vehicles indicated is tentative and may increase or decrease during the course of the contract period. This variation is expected to be about plus (+) 20% to minus (-) 20%.

3 RESPONSIBILITY OF THE CONTRACTOR

1. Contractor shall ensure that all vehicles should be available for use in shift duration (i.e. 8 hours) per day. Minor repair/ rectification work of vehicles shall be taken either before or after the shift duration. Non availability of vehicles during shift duration will attract penalty proportionately at double the rate quoted in the tender.
2. In the event of major breakdown or accident of the vehicle, contractor shall immediately attend & rectify the problem and brought the vehicle in working condition within 3 days. If problem persist beyond 3 days contractor shall make stand by arrangement with equivalent vehicle. Such vehicles shall be subject to the same conditions of maintenance and compliance with statutory requirements as those covered by the contract.
3. The contractor shall arrange alternate driver immediately in case he is on leave, falls ill or absconds from duty. Non availability of operator will also attract penalty at double the rate quoted in the tender.
4. The contractor should obtain at his own cost, all required permits, licenses, pollution certificate etc., and its renewals for running his vehicle 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.
5. If the contractor is not able to provide stated vehicles continuously, alternate arrangement will be made by BHEL and the extra cost incurred will be recovered from the contractors pending bills or from security deposit.
6. Contractor will have to obtain insurance cover for his employees and equipment/ tools / tackles etc. and take third party risk insurance coverage at his own cost. BHEL will not be responsible for any loss, damage, pilferage of his property/ or his employees.
7. Contractor shall be directly responsible for providing necessary staff like licensed drivers with the prescribed uniform. He will also be responsible for their courteous behavior toward the CISF authorities and BHEL authorities.
8. The contractor will ensure that all vehicles should be registered, duly insured under comprehensive insurance coverage and the same is renewed from time to time during contract period at his own cost.
9. Contractor will be fully responsible for the safe material movement inside the factory premises.
10. The Contractor should abide by the company's CISF security rules and shall provide safety PPEs (Personnel Protection Equipment) to the drivers.
11. The Contractor shall ensure that vehicles deployed under this contract agreement are covered by a comprehensive insurance policy. Under no circumstances shall BHEL be liable to compensate for any loss or damage that may be caused to the vehicles or to the person by accidents or complications arising out of such contingencies like fire, theft, riots, strikes and terrorism damage whether inside or outside BHEL premises while engaged

12. In case BHEL be held liable for any loss, damage or compensation to third parties arising from or in relation to transport operations done by the contractor, such loss, damage or compensation shall be paid by the contractor to BHEL together with the costs incurred by BHEL on any legal proceedings pertaining thereto.
13. The contractor is directly responsible for injuries/death of vehicle driver or any person employed by him as well as to the third party occupants or other users arising due to accident or otherwise of vehicle during the contractual period. At any point of time, BHEL will not be responsible for any loss / damage either to the person or to the vehicle arising out of accident of or by the vehicle while performing the contractual obligations.
14. The 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 operation which are to be settled by contractor.
 - (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 the provisions of the relevant acts to any workmen as aforesaid, and any cost incurred by BHEL in connection with any claim preferred by such workmen and or against all action, claim and demands whatever in respect thereof or in any loss, injury or damages whatever to any third person arising out of or occasioned by the negligent, imperfect or improper performance of this contract by the contractor, their workmen, servants or agents shall be recovered from contractor.
15. Any amount recoverable from contractor towards the loss / damage will be recovered from the outstanding payments due or from security deposit. In case the amount is insufficient for such recoveries, 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.
16. BHEL reserves the right to refuse/cancel the tender at any stage without assigning any reason.
17. BHEL reserves its right to refuse the vehicle, if the driver or the vehicle does not conform to any of the regulations of MV Act or MPMV Rules or blacklisted contractor of BHEL.
18. This contract may be terminated at any time without paying compensation whatsoever to the contractor in case of misbehavior, 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 and conditions of this agreement.
19. The rates quoted shall remain valid for 2 years from the date of award of work.

20. Contractor or his authorized engineer shall regularly visit and meet the block in charge on every day to obtain the information about the breakdowns and presence of driver and should monitor and review the complaint if any and ensure that the work is done efficiently & effectively, without delay and will report the status of the jobs on a day-to-day basis to BHEL in charge, failing which In charge shall be free to take suitable action as per relevant terms & conditions of agreement at his discretion as required.
21. If the vehicle/ equipment/ component are required to be transported to the contractor's service workshop for repairs, the same shall be undertaken at the risk and cost of the contractor.
22. Spare parts & other consumables of all MATERIAL HANDLING vehicles shall not be supplied by BHEL, except the items mentioned in para 4.0.
23. However Contractor should intimate such requirement to block maintenance in-charge. Fuel (diesel) shall be issued by the BHEL on demand by contractor only after inspection and certification by respective block maintenance in charge.
24. BHEL is ISO: 14001certified plant, hence all the waste generated in the process of execution of the work is to be disposed/ deposited complying with the approved procedure as per ISO: 14001 Environment Management System.
25. Contractor shall be required to follow **working instructions** mentioned below without fail.
 - a. All efforts should be made for optimum utilization of resources like water, electricity, compressed air etc. provided free of cost to him.
 - b. All efforts should be made to minimize the waste generation in the process of the execution of the job.
 - c. Any waste generated during the course of execution of the job, efforts should be made to re-use it elsewhere in consultation with Engineer-In-Charge. If the waste generated during the execution of the job cannot be re-utilized, it should be disposed in as per standard guidelines in consultation with Engineer-In-Charge. Ensure that all applicable legal and other requirements related to Environmental protection and pollution prevention are complied with.
 - d. The contractor shall at all time keep his work areas, site office and surroundings clean and tidy, free from dust, rubbish, scrap, surplus material and unwanted tools and equipments.
 - e. The welding and other electrical cable shall be routed to allow safe traffic by all concerned.
 - f. All the employee of contractor shall be provided with Identity card by the contractor.
 - g. The Contractor & his employees shall strictly follow the security instructions and safety instructions applicable as per the instruction of the block Engineer in charge.

- h. Contractor must ensure all desired safety aspects regarding material handling vehicles & the maintenance/ operating staff deployed by him.
 - ✓ Check for safe working capability of the vehicle.
 - ✓ Check for preventive maintenance of the vehicle.
 - ✓ Check for functioning of safety guards & controls of vehicle etc.
 - ✓ Display Do's & Don'ts to be followed for vehicle and also by his employees.
 - ✓ Ensure provision & usage of personal protective equipments (PPEs) for the staff deployed.
- i. In case of violation of safety norms including non use of personal protective equipment by the contractor's employee, the contractor shall be levied penalty. In case the contractor is not taking effective steps to improve his safety performance as directed by Engineer In charge based on advice given by Head, Industrial Safety & Fire, the contractor shall be further penalized including termination of his contract.
- j. All tools, tackles, meters, testing equipment and any other tools etc required for effective maintenance work of standard quality and to maintain the vehicles in excellent working conditions, shall be provided by the contractor and should be available at the place of work till completion of the contract period.
- k. The Contractor shall furnish local contact telephone number, Mobile number & contact address.
- l. Contractor shall be allowed to take back tools, tackles and equipment (if any) on production of entry gate passes/ permission of CISF/ security against which these materials were brought inside the factory on returnable basis.
- m. The contractor shall be responsible for the materials handed over to him, and in case of any mishandling or missing the same shall be replaced or repaired at his own risk and cost. Any damage caused to any of the material/ equipments/ tools/ installation, or to the building of BHEL particularly due to negligence shall be entire responsibility of Contractor to repair, rectify or replace the same free of cost. Cost of damages caused due to bad workmanship shall be recovered from the contractor.
- n. Engineer in charge will have the right to withdraw the work permit for any of the contract workmen for reasons of misconduct, incompetence in work, violation of safety and fire rules, negligence on duty etc.
- o. Contractor should insure his workmen suitable workmen compensation insurance policy for every individual worker.

4. FREE OF COST SUPPLY OF ITEMS BY BHEL

All the required necessary spares for Vehicles shall be in the scope of Contractor. However, only following items/ consumables/ facility shall be supplied by BHEL free of cost on actual need basis.

- a. Fuel (diesel)
- b. Compressed air,
- c. Water
- d. Electricity
- e. Enclosed area within the factory to undertake the maintenance work

5. STAFF EXPERIENCE

- a. All the deployed persons of the contractor shall have relevant qualification and required experience of the concerned job
- b. L-1 contractor shall submit the bio-data of his operators, supervisors/ engineers to the BHEL Engineer in charge who will screen the bio-data for technical capability and give the clearance for deployment.
- c. No deployment will be made by the contractor without the clearance of the BHEL Engineer in charge. Character certificate and completed bio-data of employees along with a stamp size photo shall be submitted to BHEL Engineer in charge after award of contract.
- d. The Contractor shall furnish full details of his employees that he proposes to deploy for this work. Contractor shall employ on the work adequate number of qualified and competent staff to ensure the execution of work in time and the numbers will have to be augmented as per the requirement and direction of the BHEL Engineer in charge to ensure completion of work in time.

6. PERFORMANCE EVALUATION

- a. First Six months shall be on a trial basis. If the work is not satisfactory, the contract may either be terminated or extended for another three months to observe for any further improvement.
- b. The performance of the contractors & his employees will be assessed periodically and the contractor shall be informed from time to time orally or in writing.

7. PAYMENT TERMS

- a. Payment shall be made against the submitted bill as per BHEL specified format on monthly basis after 90 days from the date of submission of bill along with all necessary supporting documents as per the requirements.
- b. The work performed by the contractor shall be checked & verified by the BHEL representative within 7 days from the submission of bill.
- c. Payment will be made to contractor on the basis of work carried out by him, which will have no relation with the payment schedule of contractor's employees.
- d. The contract is a fixed price contract & no **ESCALATION of** price will be permissible during any stage of contract.
- e. Computer soft copy in word and excel format shall be also submitted apart from hard copy of bill. Payment shall be made after deduction of Income tax and other deductions as may be necessary as per the conditions of the contract.
- f. Penalty, if any, shall be deducted from the running payments.

8. PENALTY CLAUSE:

- a. **Penalty for not providing Vehicles due to breakdown or non deputation of Operator:** Non availability for any vehicle/ operator will attract penalty @ **double the rates** quoted by the contractor for that vehicle proportionately for the duration of non-availability.

- b. **Penalty for violation of safety norms** - In case of violation of safety norms including non use of personal protective equipment by the contractor's employee, the contractor shall be levied a penalty of **Rs.1000/-** per incident and if similar violation is repeated, an enhanced penalty of **Rs.2000/-** per incident shall be imposed.

9. QUALIFYING CONDITIONS

1.	Average annual financial turnover during last 3 years, ending 31 st March of the previous financial year, should be at least Rs. 28 lacs (<i>Copies of audited balance sheet, P&L Account, & income tax return for last 3 years are to be furnished</i>)
2.	Experience of having successfully completed similar works during last 7 years, should be either of the following (<i>copy of relevant work order is to be furnished, clearly mentioning order value & number and type of vehicles covered</i>):
i.	Three completed similar works with at least 3 MH Vehicles OR Rs. 37 lacs OR
ii.	Two completed similar works with at least 4 MH Vehicles OR Rs. 47 lacs OR
iii.	One completed similar work with at least 6 MH Vehicles OR Rs. 75 lacs

Definition of **“Similar works”**:

Supply of Material Handling Vehicles (i.e. Diesel operated Fork Lift Trucks only) in an organization (preferably from Central or State Govt. organization) on hiring basis, or where in Operation & Maintenance of similar vehicles (i.e. Diesel operated Fork Lift Trucks only) were under contractor's scope.

10. DURATION OF CONTRACT

Unless specified otherwise in tender notice or mutually agreed, the contract shall be valid for a period of **2 years** from the effective date of award of contract but strictly based on the performance which will be evaluated after first Six (6) months by BHEL authority. The period of contract beyond 2 years may be extended further at the discretion of BHEL, if overall performance is satisfactory. BHEL also reserves the right to short close the contract at its discretion.

11. SUBMISSION OF OFFER

- a) Contractor is required to submit their offer in two parts. **Part-I** shall be '**Techno-commercial bid**' and **Part-II** will be '**Price bid**'. Contractors should ensure completeness of their offer to avoid rejection.
- b) **Part-I:** 'TECHNO-COMMERCIAL BID', the first part of the offer should duly super scribe "Techno Commercial Bid" for Tender enquiry no. IEX/WC/MH/09-10/03 and other details as mentioned in Annexure-A: 'Instructions for the bidders'.
- c) **Part-II:** 'PRICE BID', will be required to be submitted in a separate envelope. This part shall contain price only as per our format-4 super scribing "Price bid for Tender enquiry no. IEX/WC/MH/09-10/03 and other details as mentioned in Annexure-A: 'Instructions for the bidders'.

HOWEVER BHEL RESERVES THE RIGHT TO RESORT TO REVERSE AUCTION, IF NECESSARY

- d) Earnest Money Deposit (EMD) is to be submitted in separate envelope duly super scribe "Techno Commercial Bid" for Tender enquiry no. IEX/WC/MH/09-10/03
- e) Following supporting documents shall form **PART-1: TECHNO-COMMERCIAL BID (UNPRICED)**
 - I. Detail technical offer as per scope of work and compliance against each clause of tender as per compliance certificate (**BID Format no.- 5**). P.F., E.S.I. & Labour license from Labour commissioner, Bhopal, otherwise offer may not be considered. However, in case of non submission of details of labour license an undertaking for the same to be included in the technical offer.
 - II. Tender Fee and Earnest Money deposit. In case, bidder not submitted, then the price-bid will not be opened and the offer may be rejected.
 - III. Work Completion & Performance Certificate - The contractor shall submit the detail of his previous similar works carried out as the proof of ability to carry out the specified work (as mentioned under Qualifying conditions).
 - IV. Report of contractors' financial status – A letter from bank with which the contractor has dealings and who can certify the contractors' financial status.
 - V. Copy of past 3 years audited company balance sheet, P&L Account and income tax returns.
 - VI. Company's profile, Local Office, Bankers etc.
 - VII. Number of qualified technical people in employment, qualification & experience.
 - VIII. List of customers with complete address (phone and fax no.) for the specified work, year of work along with contract period
 - IX. Blank (Un-priced) price bid format no.-4.
 - X. Along with the tender, the contractor shall submit the list of equipments available with him.

- XI. Contractor should initial on each page of the tender documents and one complete set of tender documents should be submitted without removing any sheets what so ever for having accepted all the terms and conditions without any deviation.
- XII. A copy of Service tax registration (if applicable), Income Tax PAN No. In case of partnership firms, the contractor shall submit individual's income tax PAN No. related to all the partners in addition to the certificate relating to the firm. Contractors may note that their quotations will not be considered unless they are accompanied by the I.T. PAN No.

Commercial terms & conditions

- 1) Validity of offer shall be for 120 days from the date of opening of tender. The rates should be firm for entire period of contract.
- 2) Rates should be quoted in figures as well as in words with reference to each item as per PRICE BID **Format No.-4**.
- 3) The bidders shall quote their rates inclusive of all charges, and applicable taxes, duties etc., so that the **rate quoted shall be a consolidated one** taking all the elements into consideration. No claim will be entertained on any account after acceptance of the tender or during the currency of the contract.
- 4) Tenderer while quoting the rates, should take in to considerations all the factors into considerations which are associated with this type of work as the contractor will be liable to comply all the statutory and legal provision in additions to the works enlisted under technical scope.
- 5) **Tender Fee:** Tender document cost is **Rs. 500/-** (Rupees Five hundred only), which is to be attached with the Technical offer in the form of either crossed postal order/ Demand Draft drawn in favor of BHEL Bhopal and is not refundable. Deposit in BHEL Cash office is also acceptable. Tenderer should mention the details of tender fee in part-A of technical bid e.g. DD no & Date, Drawee bank or BHEL Cash receipt no., amount etc.
- 6) **Earnest Money:** Earnest Money amount is **Rs. 1.5 lacs** (Rupees One lakh fifty thousands). The offer must be accompanied by Earnest Money Deposits (EMD). The EMD shall be paid in the form of demand draft in favor of BHEL Bhopal or cash receipt of amount deposited in BHEL Cash office. The EMD should be submitted in a separate sealed envelope indicating on top of the envelope Earnest Money Deposit against Enquiry number ENQUIRY NO: IEX/WC/MH/09-10/03, Name of work, & Date of tender opening. This shall be refunded to every unsuccessful bidder. Please note that EMD envelope shall not contain any other document. Tenderer should mentioned the details of EMD in Technical bid e.g. DD no & Date, Drawee bank or BHEL Cash receipt no., amount etc.
- 7) Contractor shall quote rates inclusive of all taxes, duties. No claim for reimbursement of these (Taxes, duties) shall be entertained after award of work, if the same was applicable on date of submission of tender.
- 8) Tenderer are advised to inspect & examine the site/ vehicles and satisfy them before submitting the tender as to the nature of work site conditions and other circumstances that may influence or affect the tender.
- 9) All tender papers duly filled in and signed by the tenderer must be returned with the offer as proof of the acceptance of the conditions of the contract.
- 10) No interest shall be payable on the earnest money deposited and also on security deposit.
- 11) Should a bidder or in the case of a firm or company of bidder's one or more of its partners shareholders/ directors have a relation or relations employed in the capacity of an officer of BHEL, the authority inviting tender shall be informed of the fact along with the offer, failing this, BHEL may cancel the contract and forfeit the EMD/PSD forthwith.
- 12) **Belated and revised offers:** Belated and revised offers after opening of the tender shall not be considered, but BHEL reserves the right to invite fresh tenders or to negotiate for reduction in rates/terms of offer with lowest tenderer first.

13) BID EVALUATION CRITERIA:

- i. Techno-commercial bids (part-1) shall be first evaluated in regard to compliance with Qualifying criteria and other terms & conditions of the tender.
- ii. Bids qualifying these criteria and complying with terms and conditions of the tender only shall be considered for opening their price bid (part-2).
- iii. In case the rates quoted by two parties happen to be exactly same, then the party having higher experience shall be considered lowest. Further to this more experienced party shall be given preference.
- iv. L-1 bidder (bidder with lowest contract value) will be evaluated based on the total contract value i.e. Grand Total (1+2) for complete scope (all items 1 to 4) as per format no.-4.

14) BHEL RESERVES THE RIGHT TO:

- a) The authority for acceptance of the tender documents and tender rates will rest with competent authority of BHEL Bhopal who does not bind himself to accept the lowest or any other tender nor does he undertake to assign reasons for his decision in this matter.
 - b) BHEL may enter into parallel contracts simultaneously with any other contractors as may be deemed fit at any time during the contract period in the interests of the work.
 - c) Accept or reject any of the bid/all bids or cancel/withdraw the invitation for bid without assigning any reason whatsoever, and in such case no bidder/intending bidders shall have any claim arising out of such action by BHEL.
 - d) Reject conditional tenders, tenders containing absurd or unworkable rates and tenders which are incomplete and otherwise considered defective and tenders not in accordance with the tender conditions, during the tender evaluation process.
 - e) Accept/Reject any or all tenders fully or partly, reduce/ increase business volume and number of contractors, split the award without assigning any reasons thereof.
 - f) **Cancel/ terminate** the work order/contract at any time during its currency without assigning any reasons whatsoever.
 - g) Reject the lowest or any tender, or any part of the tender, or all the tenders, without assigning any reasons thereof.
 - h) Award rate contract either partly or in combination thereof or fully
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RESPONSIBILITY OF CONTRACTOR TOWARDS HIS EMPLOYEES

- I. The Contractor shall provide proper uniform (Shirt & Trouser), Safety shoes, Safety helmet, Apron, Hand gloves, fume/ acid masks etc, for the work force engaged by him.
 - II. Contractor shall be required to make all payments only through bank in order to avoid any complaints in this regard.
 - III. Contractor shall be fully responsible for releasing payment to the work force engaged by him not less than the Minimum Wages act within 10th of every month and also shall be responsible for complying with the labour regulations in vogue regarding the maintenance of attendance and other registers etc. The Contractor in addition to the above is also fully responsible for Provident fund and ESI formalities to be complied in respect employees engaged by him.
 - IV. Contractor shall be fully responsible for releasing payment of bonus and other payments to his employees as applicable under statutory obligations under all the applicable rules & acts of State Govt. and central Govt.
 - V. If case of any accident occurs due to any reasons during duty hours within BHEL complex, BHEL will not be responsible in any way for the same. No extra payments shall be made to the Contractor or his employees and No claim whatsoever nature will be given or paid on this account. Contractor is fully responsible for such eventualities.
 - VI. The contractor should make necessary arrangement for the welfare and health of his employees/contract labour at his own cost.
 - VII. The Contractor shall be responsible for the entire criminal, civil liabilities arising during the contract period and should indemnify the BHEL from such implication / eventualities / happenings.
 - VIII. MEDICAL FACILITY: The contractor shall arrange adequate facilities and treatment for his staff and workers engaged on this work. Subject to availability, the contractor may be permitted to use, free of charge the First Aid facility.
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GENERAL TERMS & CONDITIONS

A. CONTRACT AGREEMENT:

The tender documents shall be deemed to form an integral part of the contract to be executed for this work, within 30 days from award of contract, on non-judicial stamp paper of Rs. 250/-. The acceptance of contract has to be signed by the competent authority of by the representative authorized by the contractor and shall be submitted to BHEL confirming its acceptance in *toto*.

B. SECURITY DEPOSIT

1. The rate of Deposit will be as below :-

Upto Rs. 10 Lakhs	10%
Above Rs 10 Lakhs & upto Rs 50 Lakhs	Rs.1.0 Lakh + 7.5% of the amount exceeding Rs 10 Lakhs
Above 50 Lakhs	Rs. 4.0 Lakhs + 5% of the amount exceeding Rs. 50 Lakhs.

2. The Security Deposit will be collected before start of the work by the contractor.

3. Security Deposit may be furnished in any one of the following forms:

- i) Cash (as permissible under the Income Tax act.)
- ii) Demand Draft in favour of BHEL.
- iii) Local Cheques of schedule Banks, subject to realization.
- iv) Securities available from Post Offices such as National Saving 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 back).
- v) Bank Guarantee from Schedule Banks/ Public Financial Institution as defined in the Companies. Act subject to a maximum of 50% of the local 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.
- vi) Fixed deposit Receipt issued by Schedule Banks/ Public Financial Institution as defined in the Companies. Act. The FDR should be in the name of Contractor, A/C BHEL, duly discharged on back.
- vii) 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 work and the balance 50% may be recovered from the running bills
- viii) EMD of the successful tenderer shall be converted and adjusted against the Security Deposit.
- ix) The Security Deposit shall not carry any interest.

- x) Acceptance of Security Deposit against Sl. No. (iv) and (vi) above will be subject to hypothecation or endorsement on the documents in favour of BHEL, However BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.
- xi) Security Deposit shall be valid for the entire period of contract and a further claim period of six (6) months from the date of expiry of contract for successful execution of contract. SD will be refunded only after the expiry of claim period. In case if any discrepancy is found in the work the SD can be detained for further period or may be forfeited. No interest shall be payable on the Security Deposit.
- xii) The Security Deposit shall be returned to the contractor at the end of it , subject to :-
 - a. Deduction on account of company dues, non-deposit of statutory dues etc.
 - b. Return all photo passes issued to Contractor and his employees BY CISF
 - c. Submission of inspection report from ESIC, PF and Labour license issuing authorities as proof of statutory clearance from them.

C. EXTENSION: One or more extensions of the contract may be done with mutual agreement between BHEL, Bhopal and the contractors, subject to a maximum extension period of 12 months. Such agreements shall be based on acceptance of the lowest rates and terms & conditions of the contract.

D. TERMINATION:

1. BHEL reserves the right to either short close or terminate the contract if the contractor fails to provide the requisite service or repeatedly fails to carry out the work satisfactorily or if the quality of the work is found not satisfactory.
2. If the contractor fails or neglects or refuses to observe/ perform any of the terms and conditions/obligation under the contract, BHEL may without prejudice to any other rights, terminate the contract by giving one month notice in writing and recover from the contractor any damage suffered by it on account of the failure, negligence, refusal, violation or breach of contract or any part thereof including the amount by which the cost of completion of the work done by any other agency shall exceed the amount payable to the contractor under this contract.
3. The contract may be terminated at any time without paying any compensation whatsoever to the contractors in case of misbehavior, disobedience, dishonesty, clandestine insolvency of company, any court order, or any other related activities on their part or their failure to fulfill the terms and conditions of this agreement.
4. If a contractor after award of contract after fails to submit the Security Deposit and / or fails to start the work in accordance with the terms of the contract and as per instructions, the EMD/PSD paid may be forfeited and contract terminated.

E. ABANDONING OF THE WORK - If the Contractor abandons the work, then BHEL shall get the work completed by any other agency at the cost & risk of the Contractor and forfeiture of security deposit.

F. SUB-LETTING OF WORK: Under no circumstances, the contractor after entering the rate contract would be permitted to sublet the work entrusted to him. Violation shall lead to termination of the contract and forfeiture of security deposit.

G. STATUTORY OBLIGATIONS OF CONTRACTOR:

1. The contractor will observe and comply with the requirements of the Minimum Wages Act and all other Industrial & Labour legislation for the time being in force or that may hereafter be brought into force, governing the relationship between the employer and the employee.
2. The contractor shall whenever required to do so by the company or Govt. officials authorized under law, produce for inspection all forms, register and other papers required to be maintained under the various statutes.
3. The contractor shall accept liability for compensation in accordance with the provision of the Indian Workmen Compensation Act 1923 read with Employees State Insurance Act 1948, amendments thereafter and or other laws for the time being in force for personal injury caused to any workmen by accident arising out of and in the course of this contract.
4. Should the company be held liable for any loss, damage or compensation to third parties arising from or in relation to the work done by the contractor; the contractor shall reimburse such loss, damage or compensation to the company together with the costs incurred by the company on any legal proceedings pertaining thereto.
5. The respective rights, privileges, duties and obligations of BHEL and the contractor under this award of contract shall be governed / determined by the laws of the State of M.P. also.

H. INDEMNITY:

1. The contractor shall indemnify BHEL against any actions, awards, proceedings, claims and demands that may be made against it due to any act, negligence, default, injury or damage to any person, property etc, made by the contractor or his workers whilst in BHEL premises during the contract period.
2. The contractor shall indemnify the company against all payments by way of compensation or otherwise which the company may be called upon to make under the provisions of the applicable Acts to any workmen as aforesaid, and any cost incurred by the company in connection with any claim preferred by such workmen and or against all actions, claims and demands whatsoever in respect thereof or in respect of any loss, injury or damages whatsoever to any third person arising out of or occasioned by the negligent, imperfect or improper performance of this contract by the contractors, their workmen servants or agents.

I. FORCE MAJEURE: The following shall amount to *force Majeure*. Acts of God, Acts of any Government, War, Sabotage, Riots, Civil Commotion, Police Action, Revolution, Flood, Fire, Cyclones, Earth Quakes and Epidemic over which contractor has no control. Mechanical failure shall not come under *force majeure*.

J. ARBITRATION: Any dispute arising out of this contract shall be referred to the sole arbitration of BHEL, Bhopal. Its award shall be final and binding on the parties. The venue of arbitration in all cases shall be at Bhopal.

- K. JURISDICTION: In case of any suit or other legal proceedings arising under or relating to the rate contract, the courts at Bhopal only shall have jurisdiction.
- L. The tenderer shall furnish following documents relating after award of work.
1. **Authorised signatory** shall be the person holding 'power of attorney' on behalf of the firm/company/bidder-concerned authorized/empowered to act on behalf for the specific purpose.
 2. **Power of Attorney**: An attested copy of the Power of Attorney, in case an individual other than the sole proprietor signs the tender shall be submitted along with the tenders.
 3. **In case of an Individual**, full name, address, place & nature of business and license relating to.
 4. **In case of Partnership Firms**: The names of all the partners and their address. A copy of the partnership deed/instrument of partnership duly certified by the Notary Public shall be enclosed. The tender must be signed by all the partners of the firm or by the managing partner who has power to put the signature.
 5. BHEL will not be bound by any other power of attorney granted or the change in composition of the firm made after the execution of the contract agreement. They may, however, recognize such power of attorney or change in status only after legal advice.

Note: (i) The applicability and extent of the provisions under 'Tender & Contract Terms and Conditions' shall be valid in so far as they are not covered/superseded/amplified or modified/changed/ reviewed by the clauses under 'Special Terms & Conditions' forming an integral part of the tender documents in totality as also the Notice Inviting Tender (NIT) as far as the exact scope and nature of transportation rate contract.

(ii) In the event of difference noted between 'Tender & Contract Terms and conditions' and 'Special Terms and Conditions', the clauses of 'Special Terms and Conditions' will be valid and applicable.

BID FORMAT NO.-1
Covering letter along with techno commercial bid
ENQUIRY NO: IEX/WC/MH/09-10/03

To,
Additional General Manager
Industrial Engineering Department
Block-I Annexe, Ground Floor, Central Wing.
Bharat Heavy Electricals limited, Bhopal-22

Date:

Dear sir,

1. We have read the 'Tender conditions, General and Special terms & conditions' of tender enquiry No. IEX/WC/MH/09-10/03 attached hereto duly signed & stamped on each page and hereby agree to abide by the said conditions.
2. We also agree to keep this tender open for acceptance for a period of 120 days from the date of opening the same.
3. A sum of Rs. 500/- (Rupees Five hundred only) is herewith forwarded as Tender Fee in the form of Cash receipt no._____/ Demand Draft no._____, dated_____, payable at Bank_____ in favour of Bharat Heavy Electricals Limited, Bhopal duly noting the provision of 'Security Deposit', in case we are approved as successful tenderer.
4. A sum of Rs. 1.5 lacs (Rupees One Lakh Fifty thousands only) are herewith forwarded as EMD in the form of Demand Draft in favour of Bharat Heavy Electricals Limited, Bhopal duly noting the provision of 'Security Deposit', in case we are approved as successful tenderer.
5. The full value of EMD/ SD shall stand forfeited without prejudice to any other rights or remedies in line with the conditions stipulated and relevant to the context.

We agree and confirm that the all the conditions of the tender and the conditions which will be encountered during the execution of the contract are taken into account and that the rate are adequate and all inclusive to take care all the statutory provisions to render the services to the entire satisfaction of the Company.

6. Until a formal agreement is made and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications as may be mutually agreed to between us and indicated in the letter of acceptance of the contract awarded on us.

Name:

Designation/Position:

Authorized signatory

Address:

Tel. No.

Fax No.

e-mail id:

**BID FORMAT NO.-2
CONTRACTOR DETAILS
ENQUIRY NO: IEX/WC/MH/09-10/03**

1. Name of the Firm :
2. Address of the Firm :
3. Contact Person :
4. Contact Nos.
5. Local address
6. Local contact person & Nos. :
7. Email Address :
8. Fax. No. :
9. Year of establishment of firm :
10. Registration no. of firm :
11. PAN no. :
12. Service tax registration no.
13. PF no. :
14. ESI no. :
15. Labour License no. :Validity period

Nos. allowed

16. Details of Tender Fee : Draft no.
Bank Name Branch

17. Details of EMD : Draft no.
Bank Name Branch

18. Audited annual accounts
/ balance sheet for past 3 years

19. Banker details

20. Financial status report

Note – Enclose copy of each certificate mentioned at serial no. 8 to 20

Date: _____ (Signature of the Contractor)

Place: _____ Official Seal:

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BID FORMAT NO.-3
ENQUIRY NO: IEX/WC/MH/09-10/03

QUALIFYING CONDITIONS

1.	Average annual financial turnover during last 3 years, ending 31 st March of the previous financial year, should be at least Rs. 28 lacs (<i>Copies of audited balance sheet, P&L Account, & income tax return for last 3 years are to be furnished</i>)
2.	Experience of having successfully completed similar works during last 7 years, should be either of the following (<i>copy of relevant work order is to be furnished, clearly mentioning order value & number and type of vehicles covered</i>):
i.	Three completed similar works with at least 3 MH Vehicles OR Rs. 37 lacs OR
ii.	Two completed similar works with at least 4 MH Vehicles OR Rs. 47 lacs OR
iii.	One completed similar work with at least 6 MH Vehicles OR Rs. 75 lacs

Definition of **“Similar works”**:

Supply of Material Handling Vehicles (i.e. Diesel operated Fork Lift Trucks only) in an organization (preferably from Central or State Govt. organization) on hiring basis, or where in Operation & Maintenance of similar vehicles (i.e. Diesel operated Fork Lift Trucks only) were under contractor’s scope.

Work Experience of Contractor year wise in last 7 years

Details of year wise work experience for last 7 years in support to qualifying in eligibility criteria

Year	Name of firm	Total No. of vehicles	Value of contract (Rs. Lacs)	From (date)	To (date)	Remarks
02-03	1.					
	2.					
03-04	1.					
	2.					
04-05	1.					
	2.					

Year	Name of firm	Total No. of vehicles	Value of contract (Rs. Lacs)	From (date)	To (date)	Remarks
05-06	1. 2.					
06-07	1. 2.					
07-08	1. 2.					
08-09	1. 2.					

DOCUMENTARY PROOF (Copy of each above mentioned contract to be enclosed)

Date: _____

(Signature of the Contractor)

Place: _____

Official Seal:

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**BID FORMAT NO.-4
PRICE BID
ENQUIRY NO: IEX/WC/MH/09-10/03**

1. Rates for 8 hours shift

Item	Type of Vehicles	No. of Vehicles	Rate per shift (for 8 hours)		Total value for 2 years
			In Figures (Rs.)	In Words	= (C x D x 300)
A	B	C	D	E	F
1	Diesel Operated Fork Lifter-5T	3			
2	Diesel Operated Fork Lifter-3T	4			
Total-1 (Rs. Lacs)					

2. Rates per hour (beyond 8 hours shift)

Item	Type of Vehicles	No. of extra hours	Rate per hour (beyond 8 hours shift)		Total Value for extra hours
			In Figures (Rs.)	In Words	= (C x D)
A	B	C	D	E	F
1	Diesel Operated Fork Lifter-5T	3600			
2	Diesel Operated Fork Lifter-3T	4800			
Total-2 (Rs. Lacs)					

GRAND TOTAL (1 +2) (Rs. Lacs) = _____

Total Amount in words Rs. _____

Prices quoted above are inclusive or exclusive service tax (*Tick applicable option*)

Inclusive

Exclusive

Bidders shall be evaluated on the total contract value i.e. GRAND TOTAL (1+2) for complete scope (all items 1 to 2 in part-1 and all items 1 to 2 in part-2).

Date: _____

(Signature of the Contractor)

Place: _____

Official Seal:

**BID FORMAT NO.-5
COMPLIANCE CERTIFICATE
ENQUIRY NO: IEX/WC/MH/09-10/03**

Tender document	Remarks (if any)	Deviation(Yes / No)
Instructions for the Bidders Annexure- A		
Technical Terms and Conditions Annexure – B		
Commercial terms & conditions Annexure - C		
General terms and conditions Annexure - D		
Responsibility of contractor towards his employees Annexure – E		
Bid Format no. 1 to 5		

Date: _____

(Signature of the Contractor)

Place: _____

Official Seal:

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