



BHARAT HEAVY ELECTRICALS LIMITED
INDUSTRIAL VALVES PLANT
GOINDWAL SAHIB
MAIN STORES

Tender No.: BHE: IVP: MS: 15-16: T-01: FORKLIFT

Date 23.01.2016

Dear Sirs,

Subject: **TENDER** for supply of 03 (three) nos of 3.0 MT capacity Diesel operated Fork Lifters along with operators and helpers for shifting of materials within BHEL Goindwal, Tarn Taran, on rental basis.
02 Nos for Two Shifts (16 Hours) operation per day and 01 No for one shift (08 Hours) operation per day for 02 years duration. Details of work to be done as per Terms & Conditions

Please submit your most competitive offer as per Terms & Conditions mentioned.

01. PERIOD OF CONTRACT : Two (02) Years from the date of award of Work Order/LOI
02. NO.OF FORK LIFTERS REQUIRED : 2 Nos. (Two) for Two Shifts (16 Hours) operation per day
: 1 Nos (One) for One Shift (08 Hours) operation per day
04. LAST DATE FOR RECEIPT OF TENDER : 23.02.2016 up to 14: 00 Hrs
05. DATE/TIME OF OPENING OF **PART – I** : 23.02.2016 at 15.00 Hrs

The bid shall be submitted duly enclosing the **EMD of Rs.100,000/- (Rupees One Lac only)** by way of cash (as permissible under Income Tax Act), Pay Order or Demand Draft only, in favor of Bharat Heavy Electricals Limited, Goindwal Sahib payable at Goindwal. Offer submitted without EMD will be summarily rejected.

This is only request for quotation and not a contract.

06. SPECIAL INSTRUCTIONS:

(a) This Tender is subject to

1. MSME Certification in case of Micro, Small or Medium Enterprises
2. Techno-Commercial terms & conditions
3. General Terms & Conditions (GTC)
4. Special Conditions (SC)
5. Welfare conditions (WC)

(b) Bidder should furnish the RATE in the enclosed tender "**WORK/RATE SCHEDULE**" as per **Format 2** and furnish all the details asked in the tender schedule and submitted.

(C) The above documents as given in 07 (a) shall be duly signed and stamped in all pages and Placed in **separate cover duly superscripting PART – I “TECHNO – COMMERCIAL BID “** and The above document as given in 07 (b) shall be duly signed and stamped and Placed in **separate cover duly superscripting PART – II “PRICE BID “**

(d) The Demand Draft towards EMD (Earnest Money Deposit) should be submitted in a separate cover duly superscripting the cover “EMD”.

(e) **Totally there will be 3 Separate covers.**

1. EMD - Shall contain forwarding as per Section C along with the required Demand Draft
2. TECHNICAL BID – shall contain PART – I (Section A and Section B) along with FORMAT- 1 duly signed and stamped
3. PRICE BID - Shall contain Only Part II “PRICE BID” Duly Signed and Stamped

All the above Three covers put into a large single cover and all covers should clearly mentioned Tender Enquiry No., Enquiry date and date of opening.

All the pages of tender documents and any other documents submitted by the bidder in support of this tender must be signed and stamped by the bidder or his authorized representative. Otherwise the tender will be cancelled.

(f) Bidders should submit their offer before the said due date and time.

(g) Any deviation to this tender terms & condition and schedules of this tender shall lead to rejection of the offer submitted.

(h) **Part-I - Technical & un-priced commercial bid** would be opened on the tender opening date. Clarifications if any required by BHEL for technical evaluation/commercial evaluation would be sought from bidders. The bid will be evaluated viz BHEL mentioned technical terms & conditions. The technically suitable offers are eligible for price bid opening at a later date.

(i) **Part-II - Price bid:** The price bid of technically eligible bidders would be opened at a later date. The eligible bidders will be informed about the Price Bid opening date.

(j) LATE and incomplete offers will be liable for rejection.

07. IMPORTANT POINTS TO BE TAKEN CARE OF WHILE SUBMITTING OFFER

(a) Should a bidder find discrepancies or omissions in the tender documents or should there any doubt as to their meaning, he should at once address the authority inviting the tender, for clarification well before the due date, so as to submit his tender in time. (No extension of time shall be given for submission of the tender on account of clarifications needed by bidders).

(b) Conditional and late tenders, tenders containing prima-facie absurd rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions herein contained and the tenders not in original are liable to be rejected.

(c) All entries in the tender documents should be in one ink only. Erasures and overwriting are not permitted. All cancellations and insertions should be duly attested by the bidders.

(d) Rates should be quoted as per the Work / Rate schedule. Rates quoted in any other form will not be accepted and will be rejected.



(e) Unit rates should be quoted in figures as well as in words for all the items shown in the attached schedule. Wherever there is a difference in the two, the rates in words will be taken as final.

(f) The tender must be signed separately and legibly by Partner /Director of the Firm or by the person holding the Power of Attorney on behalf of the Firm concerned. In the latter case, a copy of Power of Attorney, duly attested by a Notary Public must accompany the tender along with Part-I.

(g) If a bidder deliberately furnishes wrong information in his tender or creates conditions favorable for the acceptance of his tender, the BHEL RESERVES THE RIGHT TO REJECT SUCH TENDER AT ANY STAGE.

(h) Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.

(i) Canvassing in any form in connection with tenders is strictly prohibited and the tenders submitted by the Contractors who resort to canvassing will be liable for rejection.

(j) If a bidder withdraws his offer after submission of his tender or after acceptance of his tender, fails to start the work in accordance with the instructions of BHEL, the Earnest Money Deposited by him shall be forfeited.

(k) Should a bidder's or a contractor's or in the case of a firm or company of contractors/any of its shareholder's or shareholder's relative is employed in BHEL, the authority inviting the tenders shall be informed in writing of this fact at the time of submission of the tender, failing which the tender may be disqualified, or if such fact subsequently comes to light, the contract may be cancelled.

(l) The tender schedule and the tender shall be deemed to form an integral part of the contract to be entered into for this work.

(m) The bidder should sign in all pages of documents.

(n) Tenders to be submitted by hard copy only. The tender can be submitted in person or in the 'TENDER BOX' available in Administration building. **The tender is to be addressed**

To

**The Senior Manager (Stores)
BHEL, Industrial Valves Plant,
Goindwal Sahib – 143422, Distt. Tarn Taran,
PUNJAB, INDIA**



Yours Faithfully,
for Bharat Heavy Electricals Ltd.
Senior Manager (Stores)

Certificate by Chartered Accountant on letter head

This is to Certify that M/S
(hereinafter referred to as 'company') having its registered office at
..... is registered under MSMED Act 2006, (Entrepreneur
Memorandum No (Part-II) dtd:.....,
Category: (Micro/Small)). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as on
date..... as per MSMED Act 2006 is as follows:

1. **For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost
excluding land and building and the items specified by the Ministry of Small Scale Industries vide its
notification No.S.O.1722(E) dated October 5, 2006 :
Rs.....Lacs
2. **For Service Enterprises:** Investment in equipment (original cost excluding land and building and
furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED
Act, 2006:
Rs.....Lacs

The above investment of Rs.....Lacs is within permissible limit of
Rs.....Lacs forMicro / Small (Strike off which is not applicable)
Category under MSMED Act 2006.

Date:

(Signature)

Name -

Membership number -

Seal of Chartered Accountant

Place:

Date:

Signature of the tenderer
with Seal



PART-I SECTION-A
QUALIFYING CRITERIA

The bidder must accept all the Terms & Conditions mentioned by BHEL to get qualified for the consideration of the technical offer for the supply of 2 Nos. 3 Ton FORKLIFTERS for Two shifts (16 Hrs) and 01 No. 3 Ton FORKLIFTER for One shift (08 Hrs) on hire basis along with operators and helpers:

Mentioning (NO) in response to any of the particulars will lead to disqualification in the tender.

SL. NO.	PARTICULARS	VENDOR'S RESPONSE (Please mention YES or NO only)
01	EMD of Rs. 1,00,000/- (Rs. One lakhs only) Furnished. Give DD Details.	
02	Make of the Fork Lifters supplied should not be earlier than January 2013. Declaration to be furnished by the Contractor.	
03	Fork Lifters shall be provided at BHEL, Goindwal within 30 days of receipt of Work Order/LOI.	
04	Bidder agrees to all terms and conditions of the tender. Acceptance to be given as per Format 1.	
05	The bidder should quote only the monthly rate for one Fork Lifter in Rs. for two shift (16 hour) and General Shift (8 hour) operation in a day. To be quoted in Format 2 (Part II) only.	
06	Month shall be considered of 26 working days for all calculations	
07	Bidder accepts the hourly overtime rates for extra works on holiday/Sunday/weekly shall be calculated by dividing the minimum quoted rate of operation by (26*2*8) for Two shifts or (26*8) for one shift	
08	BHEL reserves the right to verify the information provided by bidder. In case the information provided by the bidder is found to be false/incorrect, the offer shall be rejected	
09	BHEL reserves the right to cancel the full or part quantity of the contract at any time without assigning any reason by giving one month notice period.	

Date:
Place:

Signature of the bidder with
seal & full address



**PART 1 SECTION-B
TECHNICAL SPECIFICATION**

SPECIFICATION FOR 3 TON DIESEL OPERATED FORK LIFTER				
SI No	Description of BHEL Requirement	Specified/ To be confirmed	Offered	Deviations
	SCOPE: Supply of 3 Nos , 3 Ton Diesel operated Fork Lifters along with operators and helpers, for shifting of materials from One place to other place within BHEL factory premises.(02 Nos for two shifts (16 Hrs) operation per day and 01 No for one shift (08 Hrs) operation per day)			
1.0 TECHNICAL SPECIFICATION FOR 3 TON FORKLIFTER				
1.1	Capacity	3000 kg		
1.2	Speed	10 to 15 km/hr		
1.3	Direction	Forward and Reverse		
2.0	MAST			
2.1	Mast Height from ground level	2200 mm (minimum)		
2.2	Lift of fork	3000 mm (minimum)		
2.3	Minimum height from ground level	0 mm		
2.4	Tilting angle –forward	6 degrees (minimum)		
2.5	Tilting angle-backward	15 degrees		
2.6	Length of fork	1000 mm		
3.0	HYDRAULIC SYSTEM			
3.1	Operation	Hydraulic pump for lifting and tilting with hand operated controls		
4.0	COOLING	Oil cooling		
5.0	TYRE	Solid cushion rubber tyres for all wheels		

TERMS & CONDITIONS

- 1) The rates quoted should be FIRM through out the period of the contract.
- 2) The duration of this contract is Two Years from the date of placement of Fork Lifters. However the period of contract may be extended for another one year on the basis of mutual acceptance with same rate and same Terms & Conditions.

Date:
Place:

Signature of the bidder
with seal & full address



3) The engagement of Fork Lifters will be on all Working Days excluding Weekly offs and holidays declared by BHEL. If the truck is engaged on weekly offs or on holidays extra payment will be made as per the corresponding rate mentioned in the schedule.

4) The Timing of the Shifts as operational at BHEL, IVP is as follows:

- (a) I-Shift : 06.00 AM to 02.30 PM
- (b) II-Shift : 02.00 PM to 10.30 PM
- (c) General Shift : 09.00 AM to 05.30 PM

The Fork Lifters can be Used in any of the shifts as per requirement of the Work and Shift timings for Fork Lifters will be intimated separately as per requirement of the BHEL and may not be necessarily the shift timings being observed in BHEL.

The deployment area of fork lifters and shift timings for the fork lifters shall be decided purely on the need basis and by BHEL only.

The weekly off day for each fork lifter shall be decided by BHEL and need not be assumed as Sunday. Also the fork lifters to be deployed on overtime and extra shifts shall be decided by BHEL.

5) For engaging the fork lifter beyond the above duration, extra payment will be made on pro-rata basis only when loading and unloading or movement or any activity related to internal movement in progress.

6) For claiming extra hours, fraction hours less than 30 minutes will be ignored and for more than 30 minutes will be treated as One Hour.

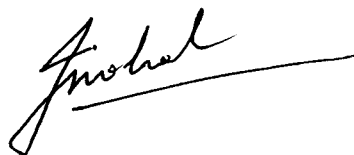
7) Non availability of fork lifter due to repair/maintenance works or any other reason is not permissible. In case of non-availability of forklifter, payment shall be deducted based on hourly rates.

8) BHEL reserves the right to cancel the tender if any circumstances arises so, without assigning Any reason by giving one month notice period.

9) L1 Bidder shall be decided purely on the basis of lowest total monthly rate quoted amongst all successful bidders in the Techno-Commercial bid.

Date:
Place:

Signature of the bidder
with seal & full address



SECTION – C

EMD

Demand Draft No. _____ Dated _____ Drawn from (Bank & Branch)

_____ for

Rs. _____

against EMD of this tender in favor of **BHARAT HEAVY ELECTRICALS LTD** payable at

GOINDWAL SAHIB is enclosed.

Date:

Place:

Signature of the bidder
with seal & full address



1. SPECIAL CONDITIONS RELATED TO WORK

01. SCOPE:

- (a) Supply of 3 nos of 3 Ton Capacity diesel fuel fork lifters trucks on hire basis for shifting of materials within BHEL factory premises.
- (b) Period of requirement is for two years.
- (c) 02 Fork lifters to be operated for Two Shift (16 Hour) operation per day and 01 Fork lifter to be operated for one Shift (08 Hour) operation per day.
- (d) Shift Timing as operational at BHEL, IVP, Goindwal is as follows:
 - (a) I-Shift : 06.00 AM to 02.30 PM
 - (b) II-Shift : 02.00 PM to 10.30 PM
 - (c) General Shift : 09.00 AM to 05.30 PM
- (e) One operator & one helper for each fork lifter to be provided by the contractor.
- (f) Requirement may arise on Sundays and Holidays.

02. RATE: There will be no price variation on account of any increase in cost of any spares parts and maintenance needed during the tenure of the contract. The bidder is advised to inspect the running condition inside BHEL factory before quoting any rate.

The Rate quoted by the bidder shall be FIRM throughout the tenure of the Contract. The rate quoted should be exclusive of any taxes and duties levied or to be levied both by Central and State Government authorities. Such levies should be borne by the Contractor. Proof for remittance of Service tax to the Government should be produced to BHEL for claiming the same.

03. BILLS: The log-book for day-to-day work executed during 8 hours in both the shifts/extra hours should be maintained by the Contractor and signature should be obtained from the Authorised Executive of BHEL on regular basis (daily). The User Agency will certify the utilization of the Fork Lifters as per the contract to enable Main Stores to forward bills for payment to Accounts Department after verification.

Taxes, Duties if any will be recovered from the bills at sources and as well as ESI & PF if the same are not paid.

04. The contractor's responsibility under this contract shall commence from the date of LOI or work order whichever is earlier.
05. The contractor should engage his operators and helpers in sufficient number as required for operations and equip himself/supervisor depending on the nature of the operations with any necessary personal protective equipment for the safety of the individual as applicable by statutory requirement such as factories act, motor vehicle act etc.
06. The contractor will have to work as per direction by user Department and during the shift hours the crew of vehicle shall remain near the vehicle or at office.
07. The work covered by this contract should be done under the contractor's direct supervision and should not be sub-contracted at any time.
08. Any damage to BHEL materials due to rough and faulty handling by the contractor's men will have to be compensated by the contractor to BHEL. Similarly if any damage caused to BHEL equipments/installation, property of third party in the course of work by the contractor's men, the cost of same shall be borne by the contractor. The extent of damage to be decided by BHEL.

Place

Date:

Signature of the bidder with seal &
full address



09. In case the contractor fails to operate the contract or comply with any of the contractual obligation, BHEL reserves the right to get the same done at the contractor's risk and cost by engaging another agency, apart from recovery of a penalty towards non placement of vehicle at Rs.1500/- per day per vehicle.
10. While transporting the loads it should be ensured by the contractor that loading and Stacking are proper as per safety standards established by BHEL, so as not to cause safety hazards/unsafe condition.
11. BHEL Security and Safety Regulations should be observed by the tenderers when their men/vehicles engaged in the work under this contract and the vehicle and man power used shall comply the statutory requirements.
12. The drivers should have valid driving license.
13. The drivers/helpers engaged under this contract shall not be permitted to stay inside BHEL complex after completing their work. Accommodation for Operators/Helpers will be provided by contractor.
14. The contractor is required to cover their employees/ laborers by suitable Insurance Scheme against risk over and above PF & ESI. The Insurance Policy taken by them should be produced to BHEL authorities.
15. The work should be carried out as per instructions of supervisor concerned and prior permission should be obtained from the concerned BHEL's Supervisor and executing section before starting the work and report to the other supervisor after completion at unloading point.
16. All necessary personal protective equipments such as shoes, gloves, helmet etc. considered adequate by the Officer in-charge / safety deptt shall be made available by the contractor for the use of persons employed on the site and maintained in a condition suitable for immediate use. The contractor shall take adequate steps to ensure proper use of equipment by those concerned. All safety equipment necessary for the work shall be arranged by the contractor at his cost.
17. If the contractor's workmen are found to violate the safety regulations, punitive action will be taken by withholding a sum of up to Rs.500/- for each violation.
18. Security and safety regulations of BHEL should be observed and learnt while in BHEL complex. Ignorance of such regulations will not be accepted as an excuse.
19. Any notice, direction or instruction to be given under the Contract shall be in writing and delivered by hand, post, facsimile or e.mail to the Contractor.
20. BHEL shall not be responsible for any consequences arising out of non-intimation of change of address and the contractor should update the address as and when there is a change.
21. The General and Special conditions of Contract are complementary to each other and where they are conflict, the decision of BHEL is final. The tender notice containing various instructions and conditions shall also form a part of the contract.
22. The quoted rates by bidders shall include the rent charges of Fork Lifter along with operator & helper, Extension forks, To & fro charges for transportation and maintenance charges for 3 MT lifting capacity Fork Lifter and all the costs to be incurred by the contractor in the execution of the contract and shall be exclusive of all Taxes and duties. Service Tax if applicable shall be paid extra on submission of requisite documents.

Place
Date:

Signature of the bidder with seal &
full address



2. SPECIAL CONDITIONS RELATED TO TENDER

01. BHEL RESERVES THE RIGHT TO INCREASE OR DECREASE THE TENDERED QUANTITY AND SPLIT THE TENDERED QUANTITY AMONG MORE THAN ONE TENDERER AND PLACE ORDERS ACCORDINGLY IN ANY PROPORTION, BASED ON COMMITMENT, REQUIREMENT AND SUPPLIER'S CAPABILITY IN TERMS OF DELIVERY AND QUALITY.
02. LOWEST PRICES RECEIVED AGAINST BHEL TENDERS NEED NOT BE THE TECHNICALLY ACCEPTABLE ONE AND IN THAT CASE BHEL RESERVES RIGHT NOT TO CONSIDER THE SAME.
03. TO THE EXTENT POSSIBLE BHEL WOULD AVOID NEGOTIATION IF COMPETITIVE AND REASONABLE RATES ARE OBTAINED IN THE TENDER.
04. IN CASE NEGOTIATION IF FOUND NECESSARY BHEL RESERVEES THE RIGHT TO RESTRICT / SELECT CONTRACTORS BASED ON THE MERITS FOR THE NEGOTIATIONS.
05. BHEL RESERVES THE RIGHT TO NEGOTIATE OR REFLOAT THE TENDER OPENED IF L1 PRICE IS NOT THE LOWEST ACCEPTABLE PRICE TO THEM INTER-ALIA .
06. IF A CARTEL FORMATION IS SUSPECTED, BHEL MAY REJECT ALL OFFERS OR RETENDER OR CALL NEW SOURCES WHO HAVE NOT BEEN CONTACTED OR RESPONDED AGAINST THIS TENDER.
07. IN THE EVENT OF AWARDING OF WORK, THE PERFORMANCE OF THE TENDERER OF CONTRACT, WILL BE MONITORED FOR ALL CATEGORIES OF WORK AND BHEL RESERVES THE RIGHT TO INITIATE SUITABLE ACTION INCLUDING SUSPENSION/ RECLOSURE/TERMINATION OF THE CONTRACT.
08. BHEL RESERVES THE RIGHT TO ACCEPT OR REJECT THE LOWEST OR ANY OTHER TENDER OR ACCEPT OR REJECT ANY PART OF SUCH TENDER. THE CONTRACT MAY BE AWARDED TO ONE OR MORE CONTRACTORS, EITHER INFULL OR PART PRICE TO BHEL.

Place

Date:

Signature of the Tenderer
with seal & full address



3. CONDITIONS RELATED TO THE WELFARE OF LABOURERS

1. As per the BHEL Requirement the contractor will have to make an additional payment to the contract workmen as given below, over and above the minimum prescribed wages by the Punjab Government from Time to time.

Unskilled	– Rs. 3,032/- Per Month
Semi-Skilled	– Rs. 2,932/- Per Month
Skilled	- Rs. 2,435/- Per Month
2. This additional amount may vary for sealing of payment to Unskilled at Rs.9880/- pm, Semi-Skilled at Rs.10, 560/- pm and Skilled at Rs.10, 960/- pm. However the minimum prescribed wages by Punjab Govt. may vary from time to time.
3. The contractor is required to cover their employees/ laborers by suitable Insurance Scheme against risk over and above PF & ESI. The Insurance Policy taken by them should be produced to BHEL authorities. The contractor will have to cover their workmen under PF, ESI and Bonus Act etc. on the above payment rates (Minimum wage + Additional payment). Contractor need not pay PF on the additional wages.
4. The Contract workers should be fully aware of safety measures and observe all safety precautions during work. The contractor should also make his own arrangements to provide requisite safety devices to the workers, based on the nature of work. Any accident/incident occurring to his workers in Company's premises should be reported in writing by the Contractor to Safety, Welfare and Line Executive concerned.
5. Contractor shall arrange for the meal coupons on payment basis to BHEL for the personnel engaged by him, for operation, maintenance etc any work related to fork lifters deployed in the contract.

Place
Date:

Signature of the Tenderer
with seal & full address



4. GENERAL TERMS & CONDITIONS OF CONTRACT

1. DEFINITION:- In these General Conditions of Contract, the following terms shall have the meaning hereby assigned to them, except where the context otherwise requires:-

- (a) The "Contract" means, the documents forming the tender and acceptance thereof, together with all the documents referred to therein including general and special conditions to contract. All these documents as applicable taken together shall be deemed to form one contract and shall be complementary to one another.
- (b) The "work" means, the work described in the tender documents in individual work- orders as may be issued from time to time to the contractor by the Officer-Incharge within the power conferred upon him including all notified or additional items of works and obligations to be carried out as required for the performance of contract.
- (c) The "contractor" means, the individual Firm or Company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the persons composing the firm or Company or the successors of the firm or company and the permitted assigns of such individual or firm or Company.
- (d) "Approved" and "Directed" means, the approval or direction of DGM (MM & Stores), or person deputed by him for the particular purposes.
- (e) "BHARAT HEAVY ELECTRICALS LIMITED" (herein after referred to as BHEL) shall mean the Board of Directors, Chairman, Executive Director, General Manager or other Administrative Officer of the said Company including DGM (MM & Stores) authorized to invite tenders and enter into contract for works on behalf of the Company.
- (f) The "Contract sum" means, the sum accepted or the sum calculated in accordance with the prices accepted in tender and / or the contract rates as payable to the contractor for the execution of the work during the currency of the contract.
- (g) A "week" means, Seven Days, without regard to the number of hours worked or not worked in any day in that week.
- (h) A "day" means, the day of 24 hours (TWENTY FOUR) irrespective of the number of hours worked or not worked in that day.
- (i) A "working day" means, any day other than that prescribed by the NEGOTIABLE INSTRUMENTS ACT as being a Holiday, and consists of the number of hours of labour as commonly recognized by good employers in the trade in the district where the work is carried out or as laid down in the BHEL regulations.

All the pages of tender documents and any other documents submitted by the bidder in support of this tender must be signed and stamped by the bidder or his authorized representative. Otherwise the tender will be cancelled.

Date:
Place:

Signature of the Tenderer
with seal & full address



2. HEADING TO THE CONTRACT CONDITIONS:- The heading to these conditions shall not affect the interpretations thereof.
3. DEVIATIONS:- The contractor shall not carry out any work not covered by schedule except in pursuance of the written instructions. No such work shall be valid unless the same has been specifically confirmed and accepted by BHEL in writing and incorporated in the Contract.
4. Service Tax and Income Tax levied by the Central Government authorities should be borne by the contractor
5. PLANT AND EQUIPMENT:- The Contractor shall at his own expense, supply all tools plant and equipment (Herein after referred to as T&P) required for the execution of the contract.
6. ASSIGNMENT OF TRANSFER OF CONTRACT:- The Contractor shall not without the prior written approval of the BHEL, assign or transfer the contract or any part thereof, or any share, or interest thereon to any other persons. No sum of money which may become payable under the contract shall be payable to any person, other than the contractor unless the prior written approval of the BHEL to the assignment or transfer of such money is given.
- SUB-CONTRACT:- The Contractor shall not sub-let any portion of the contract without the prior written approval of the BHEL.
7. COMPLIANCE TO REGULATIONS AND BY-LAWS :- The Contractor shall confirm to the provisions of any statute relating to the work and regulations and Bye-Laws of any local authority. The Contractor shall be bound to give all notices required by statute regulations or By-Laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

8. SECURITY DEPOSIT:-

(a) The rate of Security Deposit will be as below.

Upto Rs.10 Lakhs	: 10%
Above Rs.10 lakhs up to Rs.50 Lakhs	: 1 Lakh + 7.5% of the amount exceeding Rs.10 Lakhs
Above Rs. 50 Lakh	: Rs. 4 Lakhs + 5 % of the amount exceeding Rs. 50 Lakh

The Security Deposit shall be collected from the contractor before start of the Work.

(b) Security Deposit may be furnished in any of the following forms:

- I. Cash (as permissible under the income tax act).
- II. Pay order, demand draft in favor of BHEL payable at Goindwal Sahib.
- III. Local cheques of Scheduled bank subject to realization.
- IV. Securities available from Post Offices such as National Savings Certificates, Kissan Vikas Patras etc. (Certificates should be held in the name of contractor furnishing the security and duly pledged in favor of BHEL and discharged on the back).
- V. Bank Guarantee from scheduled Banks /Public Financial institutions as defined in the Companies Act. The bank guarantee format should have the approval of BHEL.
- VI. Fixed Deposit Receipt issued by Scheduled Banks/Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.

Date:
Place:

Signature of the Tenderer
with seal & full address



- 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 to be collected before start of the work and the balance 50% may be recovered from the running bills.
- VIII. EMD of the successful tenderer can be converted and adjusted against the security deposit.
- IX. The Security Deposit shall not carry any interest.

Security Deposit shall not be refunded except in accordance with the terms of Security Bond or Agreement. BHEL shall not be responsible for any loss of securities, due to liquidation for any other reasons, what-so-ever or any depreciation in the value of the securities while in their charge or for any loss of interest there on.

All compensation or other sums of money payable by the Contractor to BHEL under the terms of this contract or under any other contract with BHEL may be deducted from the Security Deposit or realized by the sale of the securities or from the interest arising therefrom or from any sums which may be due or may become due to the contractor by BHEL and in the event of this Security Deposit being deducted by reason of such deductions or sale, as aforesaid, the Contractor shall within 7 days thereafter, make good in cash or in securities endorsed as aforesaid, any sum by which the Security Deposit has been reduced.

- 9. REFUND OF SECURITY DEPOSIT:- The Security Deposit mentioned above may be refunded to the Contractor after termination or expiry of the contract provided always that the Contractor shall first have been paid the last and final bill and have rendered a "NO DEMAND CERTIFICATE".
- 10. CONTRACTOR'S SUPERVISION:- The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to the Officer in Charge in BHEL to act in his stead.
Orders given to the Contractor's agent shall be considered to have the same force as if they have been given to the Contractor himself.
The Contractor or his accredited agent shall attend when required without making any claim for doing so, the OFFICER- INCHARGE, to receive instructions.
- 11. PRECAUTIONS AGAINST RISK:- The Contractor shall be responsible for providing at his own expense for all precautions to prevent loss or damage from any and all risks and to minimize the amount of any such loss or damage and for the necessary steps to be taken for the said purpose.
- 12. DAMAGE & LOSS TO PRIVATE PROPERTY & INJURY TO WORKMEN :- The Contractor shall at his own expense reinstate and make good to the satisfaction of the DGM (MM & Stores), and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify, the BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL where BHEL is a private person, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise.

Date:
Place:

Signature of the Tenderer
with seal & full address



13. LAWS GOVERNING THE CONTRACT:- The contract shall be governed by the Indian Laws for time being in force.

14. CANCELLATION OF CONTRACT FOR CORRUPT ACTS:- BHEL , whose decision shall be final and conclusive, shall without prejudice to any other right or remedy which shall have accrued shall accrue thereafter to BHEL cancel the contract in any of the following cases and the Contractor shall be liable to make payment to BHEL for any loss or damage resulting from any such cancellation to the same extent as provided in the case of cancellation for default.

If the Contractor shall :-

(a) Offer or give or agree to give to any person in BHEL service any gift or consideration of any kind, as an inducement or reward for doing or for bearing to do or for having done or for borne to do any act, in relation to the obtaining or execution of this or any other contract for BHEL service,

OR

(b) enter in to a contract with BHEL in connection with which commission has been paid or agreed to be paid by him or with his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to BHEL.

OR

(c) obtain a contract with BHEL as a result of ring tendering or by non-bonafide methods of competitive tendering, without first disclosing the fact in writing to BHEL.

15. CANCELLATION OF CONTRACT FOR INSOLVENCY ASSIGNMENT OF TRANSFER OR SUB-LETTING OF CONTRACT :-

BHEL, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL shall cancel the contract in any of the following cases:

If the Contractor,

(a) being an individual or if a firm any partner thereof shall at any time be adjudged bankrupt or have a receiving order for administration of his estate, made against him or shall take any proceedings for liquidation or composition under any bankruptcy Act or assignment of his effects of composition or arrangement for the benefit of his creditors or purport to do so, or if any application made under any Bankruptcy Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him on behalf of his creditors

OR

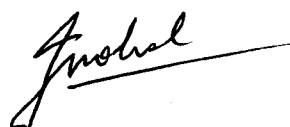
(b) being a Company, shall pass a resolution or the Court shall make an order for the liquidation of its affairs, or a receiver or Manager on-behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or Manager,

OR

(c) Assigns, Transfers, Sub-lets or attempts to assign, transfer or sub-let any portion of the work without the prior written approval of the BHEL .

Date:
Place:

Signature of the Tenderer
with seal & full address



- (d) Whenever BHEL exercise the authority to cancel the contract under this conditions, BHEL may have the work done by any means at the Contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by DGM (MM & Stores) which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by DGM (MM & Stores).
- (e) In case the BHEL carries-out the work under the provisions of this condition the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plants and/or labor provided by the BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the DGM (MM & Stores), whose decision shall be final and conclusive.

16. CANCELLATION OF CONTRACT IN PART OR FULL FOR CONTRACATOR'S DEFAULT:

If the Contractor :

- (a) makes default in carrying out the work as directed and continues in that state after a reasonable notice from Officer in Charge.
- (b) fails to comply with any of the Terms and Conditions of the contract or after reasonable notice in writing with orders properly issued thereunder ;
- (c) BHEL, may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the contract as whole or in part thereof or only such work order or items of work in default from the contract. Whenever BHEL exercise the authority to cancel the contract as whole or part under this condition BHEL may complete the work at the contractor's risk and cost (as certified by Officer in Charge, which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL. If the cost exceeds the money due to the Contractor under this contract the Contractor shall either pay the excess amount ordered by Officer in Charge or the same shall be recovered from the Contractor by other means. In case the BHEL carries out the work or any part thereof under the provisions of the conditions the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or labor provided by the BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the DGM (MM & Stores), whose decision shall be final and conclusive.

17. TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR. :-

Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, or if the firm is dissolved or the company is liquidated BHEL shall have the option of terminating the contract without compensation to the Contractor.

Date:
Place:

Signature of the Tenderer
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18. SPECIAL POWER TO TERMINATION:- If at any time after the award of contract, BHEL shall for any reason whatsoever not require whole or any part of the work to be carried out the Officer in Charge shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the fore-closing of the work.
19. SUBMISSION OF BILLS BY CONTRACTOR:- No advance payment will be made. The Contractor at the end of each month shall submit a bill in triplicate detailing the work done during the month supported by the requisitions issued from time to time.
20. PAYMENT OF BILLS:- All payments to be made to the Contractor, under this contract shall be by e-Payment after the certification of bills by the Officer in Charge. Payment will be made within 45 days from the date of submission of bills.
21. RECOVERY FROM CONTRACTOR:- Whenever under the contract, any sum of money, shall be recoverable from or payable by the Contractors, the same may be deducted from or any sum then due or which at any time thereafter may become due to Contractor under the contract or under any other contract with BHEL or from his Security Deposit or he shall pay the claim on demand.
22. POST TECHNICAL AUDIT OF WORK AND BILLS:- BHEL reserves the right to carry out the post-payment Audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc., and enforce recovery of any sum becoming due as a result thereof in the manner provided in the presiding sub-paragraphs. However no such recovery shall be enforced after three years of passing the final bill.
23. ARBITRATION: - All disputes between the parties to the contract, arising out-of or relating to the contract, other than those for which the decision of the Officer in Charge, BHEL or Accepting Officer or any other person is by the contract expressed to be final and conclusive shall after written notice by either party to the contract to the other party be referred to the sole Arbitration of Officer in Charge or other Officers of BHEL appointed as Arbitrator, by the Officer in Charge of BHEL in his sole discretion.

Unless the parties otherwise agree, such reference shall not take place until after the completion, alleged completion or abandonment of the work of the determination of the contract.

The venue of Arbitration shall be such a place or places as may be fixed by the Arbitrator in his sole discretion. The award of the Arbitrator shall be final, conclusive and binding on both parties to the contract.

24. SIGNING OF CONTRACT:- Each contract document shall be signed by the Contractor with his usual signature. Contract by partnership of Hindu Joint Family firm, may be signed in the FIRM'S name by one of the Partners or the Karta or Manager as the case may be or by any other duly authorized representative followed by the name and designation of the persons so signing. Contracts by a Company shall be signed with the name of the Company by a person authorized in this behalf and a power of attorney or other satisfactory proof showing that the persons signing the Contract documents on behalf of the Company is duly authorized to do so, shall accompany the contract.

Date:
Place:

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25. CHANGE IN CONSTITUTION OF FIRM: -

Changes in constitution of firm whenever it is made after submission of application or during currency of the contract, the existing firm has to duly inform the proposed changes to contracting department of BHEL at the appropriate time before the changes in the constitution are made. In case the absence of any such information BHEL is not responsible for the consequences arising out of the absence or suppression of information and the issue / dispute arising out of these changes and the firm is responsible for settling the issue or dispute among themselves (Partners etc.) or with the bankers or with any third party. Under the above circumstances when dispute arises and the firm does not inform the change in the constitution of the firm BHEL may reserve its rights for suspending or terminating the contract.

26. PENALTY FOR LATE DELIVERY :-

'Time is the essence of the contract'. As such, delivery of goods specified in the Work Orders released under the scope of this contract shall be made within the time limit prescribed therein. Penalty for late delivery will be applicable @ 0.5% per week or part thereof subject to a maximum of 5.0 % of the total value of contract. The total value of the contract for this period will be calculated on the basis of the monthly rate only without any consideration of overtime or extra shift working. The LD charges shall be levied only on the value of undelivered services.

27. BANNED FIRMS:

The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com.

28. FRAUD PREVENTION POLICY

The Bidder along with its associate/collaborators/sub-contractors/sub-vendors/consultants/service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL management about any fraud or suspected fraud as soon as it comes to their notice.

29. REVERSE AUCTION (RA) :-

BHEL Reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after Techno-Commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in the RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

In case BHEL decides to go for RA, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the RA. Those bidders who have given their acceptance to participate in RA will have to necessarily submit 'Online sealed bid' in the RA. Non-submission of 'online sealed bid' by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.

Date:
Place:

Signature of the Tenderer
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GENERAL TERMS AND CONDITIONS OF RA:

Against this enquiry for the subject items with detailed scope of supply as per enquiry specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
3. BHEL will inform the vendor in writing (email or FAX or registered letter). In case of reverse auction, the details of Service Provider to enable them to contact & get trained.
4. Business rules like event date, time, start price, bid decrement, extension etc. also will be communicated through service provider for compliance.
5. Bidders have to fax or email on jss@bhelivp.in sd@bhelivp.in the Compliance form in the prescribed format (annexure IV) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
6. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
7. Reverse auction will be conducted on scheduled date & time.
8. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
9. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VII) as provided on case-to-case basis to BHEL through Service provider within 24 hours of Auction without fail.
10. Any variation between the on-line bid value and the signed document considered as sabotaging the tender process and will invite disqualification of bidder to conduct business with BHEL as per prevailing procedure.
11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.
12. BHEL reserves the right to negotiate if need be, with the "L 1" bidder of the Reverse Auction.

Date:
Place:

Signature of the Tenderer
with seal & full address



PART – 1
FORMAT 1

TENDER No: BHE: IVP: MS: 15-16: T-01: FORKLIFT Date: 23.01.2016

NB: Diesel for the operation of forklift trucks will be supplied by BHEL at free of cost.

SL. NO.	Description	Unit	Quantity (Nos.)	Unit Rate (Rupees in figures and words)
01	Monthly Rate for operating 01 number 3 Ton Diesel Fork lifter, Working for 16 Hrs (Double Shift) each day, excluding weekly off & Holidays.	Lump-sum per Fork lifter per month	2	Please mention Quoted/Not Quoted (Rates not to be mentioned here. Rates to be given in Part II only)
02	Monthly Rate for operating 01 number 3 Ton Diesel Fork lift, Working for 8 Hrs (Single Shift) each day, excluding weekly off & Holidays.	Lump-sum per Fork lifter per month	1	Please mention Quoted/Not Quoted (Rates not to be mentioned here. Rates to be given in Part II only)
03	Duties and taxes (if any) applicable on the above two rates.	Applicable/Not Applicable Kindly mention below.		

1. Kindly mention applicable duties and taxes with percentage rate
2. Validity of the rates shall be 90 days from Part – I opening
3. Service tax will be paid by the BHEL. Proof for the remittance of Service tax to the Government by the contractor should be produced once in Six months.
4. Service Tax Rate (Please mention)
5. PAN number:
(Attach copy of PAN Card)
6. Service Tax Registration Number:
(Attach Copy of certificate or declaration to arrange the same)

All the terms and conditions of the tender mentioned in PART 1 are acceptable to us. These include

1. Section A – Qualifying Criteria
2. Section B – Technical Conditions & Terms and conditions
3. Conditions related to welfare of labour
4. Special Conditions related to Work
5. Special Conditions related to Tender
6. General Terms and Conditions

Date:
Place:

Signature of the Tenderer
with seal & full address



PART-II "PRICE BID"
FORMAT 2

"WORK / RATE SCHEDULE"

TENDER No: BHE: IVP: MS: 15-16: T-01: FORKLIFT Date: 23.01.2016

TENDER for Supply of 3Nos, 3.0 MT Diesel operated Fork lift truck for Movement of materials within BHEL Goindwal Complex on Rental Basis for a period of 2 Years (Two years).

NB: Diesel for the operation will be supplied by BHEL at free of cost. (Please exclude fuel price while offering your rates)

SL. NO.	Description	Unit	Quantity (Nos.)	Unit Rate (Rupees in figures and words)
01	Monthly Rate for operating 01 number 3.0 MT Diesel Fork lift, Working for 16 Hrs (Double Shift) each day, excluding weekly off & Holidays including operator and helper.	Lump-sum per Fork lifter per month	2 (Two)	(Excluding all the duties and taxes)
02	Monthly Rate for operating 01 number 3.0 MT Diesel Fork lift, Working for 8 Hrs (Single Shift) each day, excluding weekly off & Holidays including operator and helper.	Lump-sum per Fork Lifter Per month	1 (One)	(Excluding all the duties and taxes)

Date:
Place:

Signature of the Tenderer
with seal & full address

