



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

भारी बिजली उपकरण संयंत्र, रामचंद्रपुरम, हैदराबाद (भारत) .032 502 -
BHARAT HEAVY ELECTRICALS LIMITED
 Heavy Power Equipment Plant, Ramachandrapuram,
 Hyderabad - 502 032. (INDIA)
 Phones: 040-23182355/4318
 Email: apk@bhelhyd.co.in

(Stores Department-CMM)

TENDER NOTICE

Tender No.1: HY/CMM-STORES/L&S/SC-T/2016-17, Dt. 31.05.2016, Sl. No.1

SUB: - SUPPLY OF SELF LOADING AND UNLOADING TRUCK / VEHICLE (LIFT & SHIFT) ON HIRE BASIS FOR 220 OPERATIONS (DAYS) TO BHARAT HEAVY ELECTRICALS LTD., RAMACHANDRAPURAM, HYDERABAD-502 032.

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1	General Terms & Conditions	:	Annexure- "A"
2	Techno Commercial Bid	:	Annexure- "B"
3	Price Bid	:	Annexure- "C"
4	Estimated value of work	:	Rs. 6, 96, 234/-
5	Amount of EMD to be deposited along with the Tender.	:	Rs. 20,000/- (Rupees Twenty thousand only)
6	Period of Contract	:	12 Months from the date of award of contract
7	Sale / closure of Tenders	:	31.05.2016 to 23.06.2016 09.00 Hrs. to 14.00 Hrs.
8	Last date for receipt of tender	:	24.06.2016 upto 11.00 Hrs.
9	Date and time of tender opening	:	24.06.2016 at 13.30 Hrs.
10	Cost of Tender Documents	:	Rs.500/-if purchased from CMM-Stores. Rs.300/- if downloaded from Web Site.

- **All corrigenda, addenda, amendments, time extensions clarifications etc., to the tender will be hosted on BHEL web site (<http://www.bhel.com>) only. Bidders should regularly visit website to keep themselves updated.**

**(A Pawan Kumar)
MGR/CMM-Stores**

To:
M/s.

Signature and seal of the contractor



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ANNEXURE - A

GENERAL TERMS & CONDITIONS

1. Bharat Heavy Electricals Limited, a Government of India Public Sector undertaking having its Registered Office at Siri Fort, New Delhi. BHEL Ramachandrapuram, one of its manufacturing Units, invites sealed tenders in two part bid from eligible /Contractors, who fulfill qualification criteria as stipulated in NIT, for the work, "Hiring of a Lift& Shift Vehicle for 220 operations (days) for material handling in 12 stores for the Year 2016-17".
2. Sealed quotations in single cover consisting of two inner sealed covers (containing Technical bid as Part A and Price bid as Part B super scribing the Name of work, Part Number and Tender reference will be received at this office Up to 11.00 AM on or before 24.06.2016 at vendor complex, besides administrative building, BHEL Ramachandrapuram. Technical bid will be opened at 1.30 PM on the same date and further information if any, may be obtained from the office.
3. The tender documents are also available in the Web Site of BHEL www.bhel.com. Those who wish to download in the same may do so. While submitting the tender documents, a demand draft/cash paid at BHEL cash office towards cost of tender document should be enclosed. The tender documents downloaded from the website without demand draft for the specific value will be summarily rejected. Corrigendum if any will be published in BHEL web site only.
4. In case, tender documents are requested by post, BHEL-HPEP shall not be responsible for any delay due to any reasons (including postal delay) either in receiving the Agency's request nor receipt of tender documents by the Agency.

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5. Pre-Qualification Criteria:

The following conditions have to be satisfied by the tenderer, with documentary proof to be enclosed with tender bid (Technical):

- a) Average annual financial turnover during the last 3 years, ending 31st March of the previous financial year (should submit balance sheet & P&L account for last 3 years – preferably certified by Chartered Accountant), should be at least 30% of the estimated cost. Further, the tenderer fail to submit the figure (s) for 3 years, non-submitted year will be considered as “0” (Zero) for averaging the turnover. In the 3 years turnover, previous year turnover is compulsory.
- b) Particulars of experience / credentials for the works executed of similar nature during not older than 7 years (Completion and experience certificate of the works to be enclosed) ending last day of month previous to the one in which applications are invited should be either of the following:
 - i) Three similar completed works each costing not less than the amount equal to 40% of the estimated cost.
OR
 - ii) Two similar completed works each costing not less than the amount equal to 50% of the estimated cost.
OR
 - iii) One similar completed work costing not less than the amount equal to 80% of the estimated cost.
- c) “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 firm shall be rejected. The list of banned firms is available on BHEL website www.bhel.com”.
- d) Valid ESI Code Number and P.F. Code Number.
- e) It is required to furnish VAT registration certificate issued by Commissioner, Commercial Taxes, TS Govt., and Service Tax registration certificate in respect of all works. (as applicable).
- f) PAN No. (In case not available, proof of having applied with acknowledgement from concerned authority).

6. Instructions to tenderer:

- a) Tender is a two part bid system. The tender documents consist of Part – A and Part - B as detailed below:
Part ‘A’: Techno-commercial Bid
 (To be submitted in sealed cover enabling us to open on 24.06.2016)
Part ‘B’: Price Bid to be submitted in sealed cover as per Tender conditions
- b) Part ‘A’ must be duly completed and super-scribed: “Part ‘A’ Techno-commercial Bid”. **Tender No.1: HY/CMM-STORES/L&S/SC-T/2016-17, Dt. 31.05.2016, Sl. No.1** The tenderer shall not indicate the price or rate in the PART-A: Techno-commercial bid. The tenderer shall expressly accept all the terms and conditions of the Tender. The tender which does not comply with the BHEL’s Terms & Conditions may be rejected as Non-responsive/non-conforming and non-acceptable.

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- c) Part 'B' must be duly completed with reference to the tender conditions and put in a separate sealed envelope super-scribed "Part 'B' - Price Bid".
Tender No.1: HY/CMM-STORES/L&S/SC-T/2016-17, Dt. 31.05.2016, Sl. No.1.
- d) The Techno commercial Bid (Part - A) and general terms and conditions shall be attached to Techno-commercial offer with each page duly signed by the tenderer (at the bottom of each page) as a token of acceptance.
- e) Part 'B' – the price Bid should not carry any conditions. Price / rate should be quoted in clear terms in the format given by BHEL.
- f) Part 'B' Price bid will be opened only in respect of those tenderers who are qualified in Techno-Commercial Bid.
- g) The tender forms both Part 'A' & 'B' duly filled in all respects shall be signed on each page by the tenderer. Any alteration, erasure or over-writing will render the tender invalid. Alteration neatly carried out and duly attested over with the full signature of the tenderer however is permitted.
- h) The tenderer should submit the tender documents intact without detaching any page or pages.
- i) The Name of the tenderer should be written or the contractor's seal to be put on the sealed envelope.
- j) Before making the offer, the tenderers are advised to carefully go through the terms and conditions, which form part of the Agreement.
- k) All entries in the tender document should be in one Ink. Corrections, over writing, cuttings etc. are not permitted. All the columns in the tender form should be filled without leaving any column blank in any page of the tender. In case any of the columns is left blank, the tender would be rejected.
- l) Each and every page of tender documents should be stamped & signed by the tenderer.
- m) Tender documents consisting of Part 'A' & 'B' duly sealed in separate envelopes should be sealed in another envelope and should be deposited in the Vendor Complex, BHEL-RC Puram, Hyd-32 addressed to Senior Manager/Purchase, Co-ordn., BHEL, RC Puram, Hyderabad-32 so as to reach on or before 11:00 hrs on 24.06.2016. The tender documents may also be sent either by registered post / Speed Post / Courier so as to reach on or before the said date and time. Part 'A' of tender form i.e. Techno-commercial Bid will be opened on 24.06.2016 at 1330 Hrs. the same day in the presence of tenderers or their representatives who are present for the tender opening. Tenderers who qualify in the Techno-commercial Bid will be intimated to attend the tender opening of part 'B' - price bid at a date to be notified separately. Part 'B' i.e. price Bid will be opened at the specified date in the presence of the tenderers or their representative who are notified to attend the tender opening.
- n) For any further details required, MGR/CMM-Stores, BHEL, RC Puram, Hyderabad-32 may be contacted in person or through Telephone Nos. 040-23182355 or 040-23184429

- o) BHEL reserves the right to assess the capacity and capability of the parties for pre-qualification. The company also reserves the right to accept or reject any or all the tenders or any part thereof at any stage of process without assigning any reason whatsoever. The company has no obligation to accept the lowest tender. Offer of the Tenderer if prima-facie found not comparable with the quantum of work envisaged and the bid is a desperate effort to be L1, then the offer is liable to be rejected. BHEL's decision in this regard shall be final and binding.

BHEL reserves the right to reject the tender of bidder, who committed default and having bad track record in execution of previous contracts in BHEL. For the purpose of this clause default and bad track record means violation of labour laws (such as non-payment of wages within time, non-payment of ES, PF contribution, payment of bonus) and backing out from contract after reverse auction or after receipt of LOI / entering of agreement etc.,

- p) PRICE BID - The tenderers are required to submit their quotation for the item listed in the Price Bid format given along with the tender documents after careful study of the actual job requirement so that, in case the contract is awarded, contractor should not express any difficulty in execution of the contract.
- q) VALIDITY OF RATES: The rates quoted should be valid for **120 days** initially from the date of opening of the Techno-Commercial bid.
- r) The tenderer will be required to quote the rate both in figures and words.
- s) REVERSE AUCTION: 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 RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit "online sealed bid" in the Reverse Auction. 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.

Start price for Reverse Auction will be the estimate or L1 of on-line sealed bids, whichever is less.

7. Discrepancy in words & figures quoted in Price Bid:

- i) If, in the price structure quoted for the required goods / services / works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- ii) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

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- iii) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (i) and (ii) above.

If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored

8. BHEL reserves the right to award the contract to one or more contractors simultaneously as deemed fit at the initial stage or during the contract period.
9. BHEL reserves the right to reject any bid, which is technically unacceptable and unworkable. Further, BHEL also reserves the right to reject any or all tenders without assigning any reasons thereof.
10. BHEL reserves the right to cancel the contract at the initial stage or during the contract period without assigning any reason to the tenderer.
11. Wherever prescribed formats are specified for the tenderers use, he shall use the same for making his Claims.
12. Successful tenderers shall enter into an Agreement on stamp paper of **Rs.200/-** for having accepted the rates, terms and conditions of the contract as per the pro-forma given by BHEL.
13. If a tenderer deliberately gives wrong information in his tender or creates conditions favorable for the acceptance of his tender, then BHEL reserves the right to reject such tender at any stage.
14. If the tenderer indulges in any unethical practice for securing the contract, the offer of such tenderer shall be rejected.
15. Any written communication required to be sent to the contractor in writing shall be sent at the address mentioned on the tender form or to any other address subsequently intimated by contractor in writing to BHEL HPEP for the contract purposes or to his e-mail address.
16. SITE VISIT:
 - a. Before quoting, the tenderers are advised to inspect the site of work and its environments and be well acquainted with the actual working and other prevailing conditions, position of materials and labour related procedures & practices. They should be well versed with BHEL General Conditions of Contract, Instructions to tenderers, drawings wherever applicable and specifications and all other documents which form part of the agreement to be entered into subsequent to award of work. The tenderers shall specially note that it is the tenderer's responsibility to provide any item which is not specially mentioned in the specification or drawing, but which is necessary to complete the work
 - b. The tenderer/Bidder and any of his authorized personnel or agents will be granted permission by the BHEL to enter upon its premises and lands for the purpose of site visit. However the bidder shall express condition that he, his personnel, and agents will be responsible against all liability in respect thereof, including death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

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- c. The Bidder should inform the BHEL at least 5 days (time may be fixed in consultation with tender issuing authority) in advance about the proposed site visit. The Bidder, at his own responsibility and risk is encouraged to visit, inspect and survey the Site and its surroundings and satisfy himself before submitting his bid as to the form and nature of the Site, the means of access to the Site, the accommodation he may require, etc.
 - d. In general, Bidders shall themselves obtain all necessary information. A Bidder shall be deemed to have full knowledge of the Site, whether he inspects it or not and no extra claims due to any misunderstanding or otherwise shall be allowed. The cost of visiting the Site shall be at the Bidders' own expense. Any deviations of information in the report and the actual site will not be the responsibility of the BHEL.
17. Contractor shall obtain Labour License (Central / State Government) before commencement of work as applicable.
18. In case Contractor engages labour from outside T.S. State to execute the said work, he is required to obtain licence under Inter State Migrant Workmen (RE&CS) Act 1979.
19. BHEL reserves the right to split up the work into convenient portions and award them to different contractors.
20. The tenderer shall keep the contents of his tender and rates quoted by him to be kept confidential.
21. The rate for each item shall be reasonable and not unbalanced / impracticable. In case BHEL come across any unbalanced / impracticable rates i.e. 10% or less than 10% estimated value, Tenderer / Bidder may require to furnish detailed analysis to justify the same. If after its examination, BHEL still feels the rates are unbalanced / impracticable, BHEL may asks the tenderer for additional Performance Security or other safeguards to protect BHEL / Employer's interest against financial loss which may occur to BHEL on account of such unbalanced / impracticable rates, failing which the tender submitted by the tenderer, shall be liable to be rejected by the BHEL, who may award the Contract to any other tenderer.
22. All expenses in preparation and submission of bids and visits to the office or any place in connection with the preparation of Bid shall be borne by Bidder. BHEL in no case shall be responsible or liable for these costs regardless of the outcome of the Bidding process.
23. The bid prepared by the Bidder including all correspondence etc. relating to his offer/ bid shall be in ENGLISH language only.
- 24. Eligibility Criteria:**
- a) In case the contractor is a Partnership Firm or a Company, the same should be a registered under the relevant Indian Partnership Act 1932 or Companies Act, 1956 and well established organization having at least three years existence in business consecutively for the past three years.
 - b) The Successful tenderer has to get the license from Labour Dept., under Contract Labour (Regulation & Abolition) Act 1970 for the areas and nature of work, which they will be performing as part of the contract (as applicable).
 - c) Tenderer should have independent ESI Employer code under ESI Act 1948.
 - d) Tenderer should have independent PF code under Employee Provident Fund and Miscellaneous Provisions Act 1952.

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- e) Photocopy of letter from ESI Corp. and PF Commissioner's Office to establish that tenderer is independently registered as an employer under ESI and PF to be produced.
- f) The tenderer shall also mention the PAN Number issued by Income Tax Department, copy of the PAN card or PAN number allotment letter shall be submitted along with the tender documents.
- g) There should be no litigation or charge under investigation / enquiry / trial against the Tenderer, or conviction in a court of law or suspension or blacklisting by any organization on any ground. Tenderer shall confirm this in the Declaration. During the course of work, if any such information comes to light, the contract may be terminated.
- h) The opinion / decision of BHEL regarding the bid shall be final and conclusive. BHEL reserves the right to reject any or all the bids at any time without assigning any reason.
- i) In case the tenderer has a relative employed in BHEL, the authority inviting tender shall be informed of this fact in writing at the time of submission of tender, failing which the tender may be disqualified, or if such fact comes to light subsequently, the contract may be terminated.
- j) The Contractor shall have appropriate financial resources to handle the contracts.
- k) All Statutory documents of the vehicle have to be enclosed as per the MV Act.

25. Earnest Money Deposit:

- a) An amount of Rs. 20000/- towards EMD shall be paid in cash at BHEL cash office or by Demand Draft/Banker's cheque drawn on any nationalized bank / scheduled bank in the name of "Bharat Heavy Electricals Limited" payable at Hyderabad and shall be enclosed to the tender bid. No other means of payment shall be accepted. EMD / any money due to the tender by BHEL shall not carry any interest.
- b) Tenders received without EMD as specified above shall be rejected. If EMD accompanies price bid, such bids shall not be considered and will be rejected. If EMD is not in line with amount called for, the EMD as well as the quotations will be returned and unopened to the tenderers.
- c) EMD of unsuccessful bidders shall be returned promptly upon award of Contract and EMD of successful bidder will be returned upon the bidder's accepting the contract and furnishing the requisite security deposit.
- d) EMD may be forfeited if after opening of tenders, a tenderer revokes his tender or increases his earlier quoted rates or after acceptance of his tender does not commence the work in accordance with the instructions of BHEL.
- e) The EMD will be forfeited if the accepted tender is withdrawn. If only a part of the work included in the tender had been awarded to the tenderer, proportionate amount of EMD will be retained.
- f) The Contractors who are having one time EMD certificate shall submit copy of the certificate towards exemption for payment of EMD for the work.

26. Security Deposit:

- a) Upon acceptance of his tender bid, the successful tenderer must deposit Security Deposit within the time specified in the letter of intent. Security Deposit should be collected from the successful tenderer. The rate of Security Deposit will be as below:

Upto Rs.10 lakhs	: 10%
Above Rs.10 lakhs	: Rs. 1 lakh + 7.5% of the amount exceeding Rs.10 lakhs
Above Rs. 50 lakhs	: Rs. 4 lakhs + 5% of the amount exceeding Rs.50 lakhs

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- b) The successful tenderer on receipt of letter of intent can convey his acceptance in writing for conversion of EMD into security deposit.
- c) If the work is awarded, the agency has to pay 50% of SD in advance on contract value before commencement of work after adjusting of EMD amount.
- d) Security Deposit may be furnished in any one of the following forms.
 - i) Cash (as permissible under the Income Tax Act).
 - ii) Pay Order, Demand Draft in favour of BHEL.
 - iii) Local cheques of scheduled banks, subject to realization.
 - iv) Securities available from India Post such as National savings Certificates, Kisan Vikas Patras etc.
 - v) Bank Guarantee from scheduled Banks / Public Financial Institutions as defined in the Companies Act subject to a maximum of 50% of the total 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 scheduled Banks / Public Financial Institutions as defined in the companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.
 - vii) Security Deposit can also be recovered at the rate 10% from the running bills. However in such cases at least 50% of the Security Deposit should be deposited before start of the work and the balance 50% will be recovered from the running bills.
 - viii) EMD of the successful tenderer shall be converted and adjusted against the security deposit.

Note: Acceptance of Security Deposit against Sl. No. (iv) and (vi) above will be adjusted 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.

- e) Failure by the successful tenderer/bidder to deposit the security deposit amount as mentioned above within the stipulated time, which will include any extension that may be granted by the authorities, will render his earnest money deposit liable to forfeiture and his tender shall be consider as withdrawn. Security Deposit shall not be refundable to the contractor except in accordance with the terms of the contract.
 - f) The Security Deposit will be released along with the final bill or after completion of maintenance period for the work, whichever will be later, subject to the condition that nothing is outstanding against the Contractor.
- 27.** The tenderer shall fully indemnify the loss if any caused to BHEL due to any default or non-observance of any of the laws, or any omission or commission or inability on the part of the Tenderer or his representative.
- 28.** The tenderer shall, keep and produce for inspection at all times, forms, registers and other records required to be maintained under various statutes in order to enable scrutiny by the Company whenever required.
- 29.** The Income tax as applicable will be deducted from the bill of the contractor.
- 30.** The Contractor shall provide the required manpower for executing the contracted work. The contractor shall not engage a person who is less than 18 years of age.

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31. The contractor, as the employer of his workmen, shall manage them. In the event of any dispute arising between the Tenderer and his employees, the Tenderer alone is solely responsible for resolving the dispute between them and BHEL will in no way be responsible for settling the dispute either statutory or otherwise.
32. The contractor will be solely responsible for executing the agreed work and the employees of BHEL will only oversee the proper execution of work. The contractor or his representatives shall be available in the factory to control and supervise his workers and take down instructions from the designated officials of BHEL. The cost of deployment of Supervisor has to be borne by the Contractor.
33. The contractor shall have full control over his workmen w.r.t determining service conditions, discharge, dismiss, or otherwise terminate their services at any time. The contractor shall be solely responsible for any claim arising out of employment or termination of employment of his employees and for statutory payments.
34. The contractor shall employ only such personnel who have not been found unfit for employment in Organizations such as Central/State/Public Undertakings by the Police authorities. Persons against whom criminal cases are pending or under investigation and persons found guilty of offences involving moral turpitude shall not be engaged for executing work.
35. The Contractor shall comply with all the operational rules and regulations, including safety and security rules framed by the company from time to time wherein the Contractor or his workmen happen to be operating / working. In the event of any of the workmen of the contractor violating any of the said rules and regulations, the Contractor would be required to remove forthwith such workmen from the company's premises.
- 36. Safety:**
The contractor shall be responsible for safety of his workers while they are engaged for work connected with the contract. The Contractor shall provide Personal Protective Equipment to their workmen and he is responsible for the appropriate usage of the Uniform and PPE's by their workmen.
- All safety equipment such as safety belts, helmets & other equipment (as required for this work) are to be positioned by the contractor & used as per requirement.
 - Any casualty or damage caused to the property or person by any untoward incidents while executing this contract will be at the contractors risk & cost.
 - Violation of applicable safety, health & environment related norms, a penalty of ₹ 5,000.00(Rupees Five thousand) per occasion shall be imposed.
 - Violation as above resulting in any physical injury a penalty of 0.5% of the contract value shall be imposed (maximum of ₹20,000.00) per injury in addition to ₹ 5,000.00 as mentioned above.
 - In case of fatal accidents, a penalty of 1% of the contract value (maximum of ₹10,00,000.00(Rupees Ten lakhs) per fatality in addition to ₹5,000.00 as mentioned above.
- 37. Period of Contract:**
- The contract shall be, initially, for a period of 12 months.
 - The parties, if mutually agreed upon, may extend the period of contract for a further period of one year on the same terms and conditions.
 - BHEL is at liberty to terminate the Agreement by giving 30 days' notice in writing.

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38. Failure to comply with contract:

- i) Notwithstanding anything contained in any other clause, BHEL reserves the right to terminate the contract due to any failure on the part of the Tenderer in discharging his obligations under the contract or in the event of his becoming insolvent or going into liquidation. The decision of the BHEL about the failure on the part of the Tenderer shall be final and binding on the tenderer.
- ii) In case of any damage to the existing building, structures, materials, tools, furniture and fixtures, machines etc., caused from contractor's end directly or indirectly, the cost of its repairs or replacement will be recovered from the contractor. If there is any work stoppage in any area of the Plant due to the fault of the contractor, the contractor is liable to compensate the same.
- iii) In the event of any failure on the part of the tenderer, BHEL shall have the right without prejudice to any other right or remedies, to get the work done through any other agency and the Tenderer shall be liable to compensate BHEL for any losses on this account. The additional cost, loss, if any incurred by BHEL will be recovered from the bills, security deposits, other dues, directly from the Tenderer or by initiating appropriate legal action.

39. Payment to the contractor:

- a) The contractor shall submit their bills once in a month supported by the authenticated log sheet and payment will be done accordingly.
- b) The contractor has to prepare and maintain a daily log sheet indicating the work done in the proforma prescribed in THREE copies and get endorsement daily from the company's representative which he has to submit at the end of the month for payment.
- c) The normal daily working hours are from 07.30 Hrs. to 16.30 Hrs. The contractor has to supply the truck on Sundays/Holidays also with the same rate provided information regarding requirement is given to him one day in advance. The contractor has also to work on extra time if required on prior intimation whenever the vehicle is required on urgent work basis beyond the hours mentioned above and no extra payment should be made by BHEL.

40. The contractor shall not sub-contract or transfer or assign the contract in full or any part thereof to any other person or firm or company without the previous express written approval of BHEL.

41. Laws governing the contract:

- a) The contract will be governed by the Laws of India for the time being in force and as amended or made from time to time.
- b) All disputes shall be settled in accordance with the Laws of India for the time being in force and as amended from time to time.
- c) All disputes arising out of or in relation to this contract or Agreement shall be settled by mutual discussions through Conciliation and in the event of failure of conciliation, such disputes shall be referred to Arbitration in accordance with the provisions of Arbitration and Conciliation Act, 1996.

42. Legal Jurisdiction: In respect of all matters arising out of or pertaining to the contract, the cause of action thereof shall be deemed to have arisen only at RC Puram, Hyderabad, where BHEL - HPEP is situated. All legal proceedings pertaining to the above matters or dispute shall be instituted only in courts having territorial jurisdiction over the place where BHEL-HPEP is situated and no other court shall have the jurisdiction.

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43. The contractor shall comply with the provisions of Contract Labour (R & A) Act 1970 including provisions relating to welfare and Health facilities as provided under the Contract Labour (R& A) Act 1970 and relevant rules.
44. The company (BHEL) shall not be liable in any way for any injury of whatsoever nature, loss of life or any other loss either to the personnel of the contractor or his vehicle sustained during the course of execution of work entrusted to him in the performance of the contract. The contractor is responsible for compliance with all prevalent safety rules, labour laws etc. as laid down by State Govt./Central Govt./Statutory bodies. It is the responsibility of the contractor to ensure proper Insurance coverage to all the persons deployed by him.
45. The liability for compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
46. The contractor will maintain proper discipline of his workmen and will ensure that his workers do not cause any loss or theft or damage to any company's property. The contractor will also be responsible for the good conduct of his workmen.
47. Whenever any sum of money is found to be recoverable from or payable by the contractor, the same will be deducted from any sum that may due or which at any time there after becomes due to the contractor under this contract or under any other contract or from his security deposit. In case the recoveries are not complete even after such deduction, the contractor shall pay the same or the balance thereof from the security deposit. The contractor shall immediately thereafter pay such further sums as may be required to replenish the shortage caused by such recoveries in the amount of security deposit.
48. During the currency of contract, if the contractor is awarded any other job work contract in BHEL, the contractor will have to inform the designated BHEL official before accepting the other work.
49. In case of failure on the part of the contractor to execute the work awarded to him within the stipulated time, the sum equivalent to the EMD as per BHEL Works Policy shall be forfeited as per the Undertaking provided by tenderers, after a week's notice issued by the awarding officer and BHEL may in its discretion award the contract to any other party.
50. BHEL Officer In-charge shall have the right to stop the work at any stage or at any time by giving the contractor seven days' notice in writing.
51. **Arbitration:** All disputes arising in connection with the contract shall be settled by mutual consultation. If no agreement is reached the dispute shall be settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules made there under, the dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of the Unit/his nominee as per the extant rules of the Company read with the provisions of The Arbitration and Conciliation Act, 1996 and amendments thereto. The award of the arbitrator shall be final and binding on both the Parties. The venue of the Arbitration shall be Hyderabad in India. The Award to be given by the Arbitrator/Arbitral Tribunal shall be a speaking award. All questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of Sangareddy Courts.

Signature and seal of the contractor

ANNEXURE – B**Tender No.1: HY/CMM-STORES/L&S/SC-T/2016-17, Dt. 31.05.2016, Sl. No.1****TECHNO-COMMERCIAL BID**

TECHNICAL & COMMERCIAL CONDITIONS TO BE ADHERED DURING THE CONTRACT PERIOD OF HIRING OF SELF LOADING & UNLOADING TRUCK (LIFT & SHIFT) FOR USE IN STORES DEPARTMENT.

1. The contractor shall carryout and complete the allotted work to the entire satisfaction of the officials duly nominated by the Company. The successful contractor shall have to enter in to a contract with BHEL for a period of one year i.e., from the date of awardal of contract.
The requirement is One (1) Number, 2 MT lifting and 8 MT carrying capacity Truck (Lift & Shift Truck), for a period of 220 operations (days) in a year.
2. All the orders, notices or any correspondence to be given under this contract shall be in E-mail/writing if sent by registered post to the address given by the contractor shall be deemed to have been served on the contractor on the date and at the time at which such notice would be delivered in ordinary course and the contractor shall carryout the orders without any delay.
3. The vehicle hire charges quoted shall include the cost of truck, crane, fuel, operating personnel, viz., 1 Driver, 1 Operator and 2 Helpers, necessary equipment for loading and unloading the materials and all other costs to be incurred by the contractor in the execution of the contract.
4. While shifting the material from stores to CDC yard, the necessary rust preventive oils shall be applied on the material by the tenderer (the necessary oil & other lubricants will be supplied by BHEL).
5. The normal daily working hours are from 07.30 Hrs. to 16.30 Hrs. The contractor has to supply the truck on Sundays/Holidays also with the same rate provided information regarding requirement is given to him one day in advance. The contractor has also to work on extra time if required on prior intimation whenever the vehicle is required on urgent work basis beyond the hours mentioned above and no extra payment should be made by BHEL.
 - a) Tender will be finalized based on L1 quoted price.
 - b) BHEL reserves the right to negotiate with L1.
6. Normally the vehicle will be engaged within the factory, but in case of exceptional urgencies the vehicle will be utilised for movement of materials to and from our sub-contractors situated in Patancheru, BHEL Ancillaries and Twin cities of Hyderabad and Secunderabad and also airport and other areas as and when required.
7. The contractor has to prepare and maintain a daily log sheet indicating the work done in the proforma prescribed in THREE copies and get endorsement daily from the company's representative which he has to submit at the end of the month for payment.

Signature and seal of the contractor

8. Arrangements will be made by the company for issue of passess for entry of contractor's men and vehicle inside the factory and for movement within the factory premises in the performance of the contract.
9. The contractor shall submit their bills once in a month supported by the authenticated log sheet and payment will be done accordingly.
10. In case of any breach of the terms and conditions of the contract on the part of the contractors, the security deposit shall be forfeited either wholly or in part at the discretion of the company.
11. The contractor shall indemnify and compensate BHEL for any loss or damage due to the negligence of contractor, his workmen, representatives or otherwise while transporting, loading and unloading of materials or otherwise. The loss or damage so suffered by BHEL shall be adjusted or recovered from the security deposit made by the contractor or any other sum due to him by BHEL.
12. The vehicle should be in working condition Parties who can supply the same specified vehicles only need apply. The vehicles should be fit in running condition and should give trouble free service. BHEL officials will physically see the vehicle conditions and verify the R C Book etc. The tenderer should indicate in their offer their vehicle's Registration Number and year of manufacture.
13. The vehicle should have all valid documents like RC Book, Pollution Certificate, 3rd Party Insurance, Taxes paid, Road permit and all other statutory documents as per MV Act.
14. The contractor should be in a position to supply similar vehicle in case of failure of original vehicle within 2 days of failure of the original vehicle.
15. A penalty of Rs.1000/- (Rupees one hundred only) per day shall be levied for every day for non-supply of vehicle after two days of breakdown.
16. **Activities Involved:**
 - a) Shifting of material from production block, factory civil dept. whenever necessary.
 - b) Shifting of material from 11, 12 and other CMM-Stores to CDC whenever necessary.
 - c) Sending the scrap to scrap yard which is getting generated during day to day operations in 11 & 12 stores.

PART A

To:

Bharat Heavy Electricals Limited
H.P.E.P., RC PURAM,
HYDEDRABAD-32

Dear Sir,

I / We hereby offer to carry out the work '**Hiring of Lift& Shift Vehicle for 220 operations (days) for material handling in 12 Stores for the year 2016-17**' against **Tender No.1: HY/CMM-STORES/L&S/SC-T/2016-17**, Dt. 31.05.2016, Sl. No.1.

I /We have carefully perused the following documents connected with the above mentioned work and agree to abide with the same.

Annexure -A
Annexure - B

I/ We further agree to execute all the works referred to in the said documents as per the General terms and conditions.

I am /We are in possession of independent PF/ESI Code. I/We undertake to obtain applicable the PF/ESI coverage of all our workmen to be deployed for the above work .

Signature of Tenderer

Signature and seal of the contractor

PART B**Tender No.1: HY/CMM-STORES/L&S/SC-T/2016-17, Dt. 31.05.2016, Sl. No.1.**

Date:

Details of the Contractor:

a) Name and address of the Firm:

b) Name and address of the proprietor:

c) Is any contract being operated under the control of the tenderer in BHEL. Yes / No
 (If yes furnish the details) :

	<u>Location/ Address</u>	<u>Value</u>	<u>Date of Completion</u>
1.			
2.			
3.			
4.			

d) Is any relative of tenderer employed in BHEL Yes / No

(If yes Furnish the detail)

Name	Staff no	Location / Area

Signature of the Tenderer
Date:

Signature and seal of the contractor

PART C

01	ESI Code No. (enclose copy of ESI code allotment letter of ESI authority)	
02	PAN No.	
03	PF Code No. (enclose copy of PF code allotment letter of EPF authority)	
04	Service Tax Registration No.	
05	Banker's Name & Address	
06	Bank A/C No. & Branch	
07	Have you quoted rate for the activity, as indicated in the price bid.	YES / NO
08	Financial Turnover for preceeding three years duly certified by qualified Chartered Accountant: ex. 2013-14, 2014-15 & 2015-16 is provisional.	
09	Any other comments	

Note: Photocopy in support of above wherever applicable should be attached.

Signature of the Tenderer
Date:

(Incse the department concern requires specific information same may be sought by modifying the above proforma appropriately)

Signature and seal of the contractor

Special terms & condition of contract:

- i. The quantity of raw materials drawn, if any from the Stores and balance unused should be accounted and returned to the Stores.
- ii. Ensure cleanliness of the preparation area/work spot before and after the work on daily basis.
- iii. The quantity will be counted, measured and weighed and certified by the authorized persons.
- iv. The quantity may slightly vary depending on the requirement which will be informed in advance by BHEL.
- v. The payment will be as per actual quantity prepared, executed and accounted.
- vi. Experience Certificate: On completion of contract, the contractor will be issued an experience certificate on the total performance of the contractor such as technical competency, implementation of statutory provisions in time, issue of PPE, uniform cloth, safety shoe etc., based on which the contractors future bid if any in BHEL will be evaluated.

Evaluation of Price Bid:

- i. Evaluation of the L-1 offer shall be computed on overall lowest cost to BHEL basis.
- ii. In the event of two or more tenderers becoming L1, the said tenderers would be called for negotiation and will be instructed to submit fresh price bid offers. Further, in the event of two or more tenderers becoming L1, the selection of the tenderer for the purpose of awarding contract will be on the basis of LOTTERY to be held in presence of representatives of L1 tenderers.
- iii. **In the opinion of the tender committee, that the rate quoted by the L1 contractor is not viable, the tender committee shall reject the tender of such L1 contractor and go for next lowest bidder. In case the rate of next lowest bidding also not viable the tender committee shall cancel the tender and advise for fresh tender.**

Signature and seal of the contractor

ANNEXURE – C

PRICE BID

Nature of Work: Supply, Operate & Maintain Lift & Shift Vehicle on Hire basis for **220 operations** (days) during the year 2016-17.

Estimated Rate: Rs. 3164.70/operation

S. No.	DESCRIPTION	RATE	
		(In Figures)	(In Words)
1	Hire charges for self loading and unloading truck (Lift & Shift) having 2 MT lifting capacity mounted with boom having horizontal reach of minimum 5 Mtrs. and width wise minimum 3 Mtrs. The vehicle should be able to carry horizontal lengths of 10 Mtrs. The carrying capacity should be minimum 8 MT. The charges should be inclusive of all conditions.		

**** One Operation = One day**

****Price quoted shall be inclusive of all taxes excluding Service Tax**

Note:

1. Bidders can quote their rate **more or less or at par** with the estimated rate. (i.e., Rs. 3164.70/operation)
2. Please quote the rate up to two decimal places.
3. In the event of two or more bidders becoming L1, contract will be awarded based on lottery

Name of Contactor : _____

Addresses : _____

Cell No. : _____

Land Line No. _____

Signature and seal of the contractor

7.0 DECLARATION BY TENDERER

I, ----- , aged-----Yrs., S/o -----
 -,residing at -----

Hereby declare as follows:

- (i) That my nationality is _____.
- (ii) That I am a major and eligible to enter into contract / my firm / my company is competent to enter into an agreement.
- (iii) I shall employ only such personnel who have not been found unfit for employment in Organizations such as Central / state / Public undertaking by the Police Authorities.
- (iv) I shall not employ persons against whom Criminal cases are pending or under investigation.
- (v) I shall also not employ persons found guilty of offences involving moral turpitude for executing work in BHEL contracts.
- (vi) That there are no Criminal cases pending or under investigation against me or my firm or company.
- (vii) I have not been found guilty of offences involving moral turpitude nor any of the company directors / partners of my firm have been found guilty of offences involving moral turpitude.
- (viii) Neither myself nor my firm nor my company has been declared insolvent in the past.
- (ix) I have taken due care and efforts to furnish only information which are true in the tender document.
- (x) I shall employ labours who are more than 18 years of age and having sound physical and mental health.
- (xi) I shall keep Photograph / identity proof / residential proof of the labourers to be employed against this tender and arrange for police verification.

[Signature with Name & seal of the Tenderer]

Date :
 Place :

Signature and seal of the contractor