

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

**M&S TRANSPORT SECTION**

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Tender Notice No: HY/M&S/TPT/DFL/2015-16		21-Sept-2015

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

1	Name of the work	:	Supply of Diesel fork lifts 3 Ton – 5 No's and 5 Ton – 5 No's for a period of 1 year (including driver, fuel and maintenance costs)
2	Earnest Money Deposit	:	
3	Estimated Cost	:	Rs.52.17 Lakhs + Service Tax
4	Cost of Tender Documents	:	Rs.500/- (non-refundable)
5	Tender Sale start Date	:	21-Sep-2015
6	Tender Sale Close Date	:	19-Oct-2015 – 1100 Hrs (Extended)
7	Last Date of receipt of tenders	:	20-Oct-2015 – 1100 Hrs (Extended)
8	Date & time of opening of tenders	:	20-Oct-2015 – 1330 Hrs (Extended)

Name & Address of the contractor:

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

## **PRE QUALIFICATION REQUIREMENTS**

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

i) 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 fails 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.

ii) 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:

- Three similar completed works each costing not less than the amount equal to 40% of the estimated cost.

OR

b) Two similar completed works each costing not less than the amount equal to 50% of the estimated cost.

OR

- One similar completed work costing not less than the amount equal to 80% of the estimated cost.
- Experience certificate issued by BHEL, RC Puram in case any work executed in BHEL, RC Puram for past three years. Any adverse remarks in the experience certificate will be a disqualification factor.

iii) “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](http://www.bhel.com)”.

iv) PAN No. (In case not available, proof of having applied with acknowledgement from concerned authority).

v) Service Tax / VAT registration copy. (whichever is applicable).

**General:**

- BHEL, RCPuram, Hyderabad needs 3 Ton Diesel fork lifts (DFL) - 5 Nos and 5 Ton Diesel fork lifts - 5 Nos for a period of one year (all working days @8hrs / day) for internal movement.
- The no. of operations required is as mentioned below.

3 Ton opns	Qty	Estimation (INR)		5 Ton opns	Qty	Estimation (INR)
150	1	247350		150	1	401550
150	1	247350		150	1	401550
302	1	497998		302	1	808454
302	1	497998		302	1	808454
302	1	497998		302	1	808454

A Contractor can quote for any number of vehicles as desired.

**EMD payment:**

- If work costs 2 Lakhs to 5 Lakhs -> Rs.10,000/- EMD
- If work costs 5 Laksh to 10 Lakhs -> Rs.20,000/- EMD
- If work costs 10 Lakhs to 20 Lakhs -> Rs.40,000/- EMD
- If work costs 20 Lakhs to 30 Lakhs -> Rs.60,000/- EMD
- If work costs 30 Lakhs to 50 Lakhs -> Rs.1,00,000/- EMD
- If work costs more than 50 Lakhs -> Rs.1,50,000/- EMD
- The Vehicles should be of **2009 or later model** and should be in good working condition.  
The supply operation and maintenance will be under contractors scope
- Contractors in possession of DFL shall submit all documents at the time of submission of tender. The DFL's shall be in the name of contractor only. Any DFL's on partnership deeds/ on power of attorneys/authorizations or on lease basis is not accepted.
- Contractors **not in possession** of DFL's cannot take part in tender and they shall be technically disqualified even if taken part.

- The EMD (Earnest Money Deposit) to be deposited is dependent on number of DFL's quoted. The list is as follows.
- The amount of Security Deposit should be paid as per works policy 2008.
- If any of the above certificates gets expired during the contract period, the same shall be renewed and copy shall be submitted to Transport Pool authorities in time failing which the bills shall be withheld.

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

- Techno-commercial bid consisting of Annexure – I, II duly signed on all pages along with DD's original for Rs.500/- (Tender documents) & EMD as mentioned above.
- Price bid duly filled in & duly signed consisting of Annexure – III

The above two bids are to be placed in separate covers duly sealed. The cover for Techno-commercial bid should be super-scribed as "Techno-commercial bid for Hiring of Diesel fork lifts 3 Ton – 5 Nos and 5 Ton – 5 Nos " and Price bid shall be super-scribed as "Hiring of Diesel fork lifts 3 Ton – 5 No's and 5 Ton – 5 No's"

Both the above two envelopes shall be kept into another sealed cover. The cover shall be super-scribed with "Quotation for Hiring of Diesel fork lifts 3 Ton – 5 No's and 5 Ton – 5 No's" and shall be sent to **Tender Box, Vendor Complex, Admn. Bldg. Bharat Heavy Electricals Limited, Ramachandrapuram, Hyderabad – 502032.**

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

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

**M&S TRANSPORT SECTION**

Tender Notice No: HY/M&S/TPT/DFL/2015-16

Date: 21-Sept-2015

**Name of Job Work: Hiring of DFL's 3 Ton (5 no.) and 5 Ton (5 no.) for a period of 1 year.**

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

Following to be filled up by the bidder:

1.	Name of the Contractor/Contact Person	
2.	Full Address	
3.	Phone no./Fax no./Mobile No.	
4.	E-mail Id	
5.	Service Tax Registration Details (Copy to be enclosed)	
6.	PAN Number	
7.	Quotation Validity – 90 days from opening date of techno-commercial bids	
8.	Document Fee details	
9.	EMD – details	
10.	Security Deposit Clause – Acceptance (See terms & conditions for details)	
11.	Submitted Vehicle Document proof	Yes/No
12.	BHEL Supplier Code	

## **ANNEXURE-I**

Terms & conditions for entering into rate contract for “**Hiring of Diesel fork lifts 3 Ton (5 nos.) and 5 Ton (5 nos.) for a period of 1 year**” on rate contract basis for the use of BHEL, RCPuram, Hyderabad – 502 032.

- Contractor shall provide Diesel fork lift(s) (along with driver(s) having valid license) till the end of the contract period.
- The basic rate per day (operation @8hrs/day with driver) is to be quoted in Annexure III.
- Once the contract is finalized, the Diesel fork lift(s) should be at the operation disposal of BHEL during the contract period.
- All the offers received will be scrutinized and only the technically qualified offers will be considered. Technically not qualified offers will be rejected.
- All entries in the tender should be clearly written in ink and all corrections are to be duly attested by the tenderer.
- Issue of tender documents does not mean that the bidder fulfills the qualifying requirements of the contract.
- Submission of offer shall mean that the bidder has read the bid documents and agrees to abide by the terms and conditions mentioned in the documents.
- The contractor will take comprehensive insurance for the vehicle at his own cost.
- Quotation should be valid for a period of three months from the date of opening of Techno Commercial Bid.
- No other person except Contractor’s authorized representative will be allowed in BHEL premises.
- Contractor is solely responsible for the payment of wages/salaries and allowances to his personnel. BHEL will have no liability whatsoever in this regard.
- Within BHEL premises, the contractor’s personnel should not do any work other than their normal duties.

- The contractor shall make available relief DFL(s) immediately in the event of any breakdown or accident. Such relief DFL(s) will be subject to the same conditions of maintenance and compliance with statutory requirements as those covered by the contract.
- The breakdown/overhauling/preventive maintenance hours will not be counted in hours of operation.
- The Transport contractor should obtain at his own cost, all required permits, licenses, pollution certificate etc., and its renewals for running his DFL(s) without break or any type of difficulty during the entire contract period. Failure to maintain these requirements will entail BHEL for cancellation of the contract and forfeit the Security Deposit.
- If the transport contractor is not able to provide his DFL (s) continuously, alternate arrangement will be made by BHEL and the extra cost incurred will be recovered from the transport contractors pending bills or from security deposit. .
- Transport contract is fully responsible for safe material handling.
- The contractor is directly responsible for injuries/death of occupants or other users arising due to accident or otherwise of DFL(s) during the contractual period. At any point of time, BHEL will not be responsible for any loss/damage either to the person or to the DFL(s) arising out of accident of the DFL(s) for performing the contractual obligations.
- The transport contractor will have to indemnify BHEL against the following, in case the same is thrust upon BHEL.
  - All claims for injury or damage to any person property caused by his negligence or negligence of his employees while on operation are to be settled by contractor.
  - Failure in observance of labour and industrial laws by the contractor
  - All claims by way of compensation and all other types of unforeseen claims which may occur in the course of contract incurred by contractor

- All payments by way of compensation or otherwise which BHEL may be called upon to make under the provisions of the relevant acts to any workmen as aforesaid and any cost incurred by BHEL in connection with any claim preferred by such workmen and or against all action, claim and demands whatever in respect thereof or in any loss, injury or damages whatever to any third person arising out of this contract by the transport contractor, their workmen servants or agents shall be recovered from contractor
- For all claims, payments and losses that BHEL may have to make or suffer on account thereof the transport contractor shall wherever required to do so by BHEL or Govt. officials authorized under law, produce for inspection all forms, register and other papers required to be maintained under various statutes.
- Any amount recoverable from transport contractor towards the loss/damage will be recovered from the outstanding payments due or from security deposit. In case the amount is insufficient for such recoveries, transport contractor shall make good the balance amount by remitting in the cash office at BHEL. The company reserves the right to enter into parallel contracts for the same period or any part thereof.
- BHEL reserves the right to refuse/cancel the tender at any stage without assigning any reason with a notice period of 30 days.
- This contract may be terminated at any time without paying compensation whatsoever to the transport contractor in case of misbehavior, disobedience, dishonesty, clandestine insolvency, any court order, non-sanction of road permit or any other related activities on their part or their failure to fulfill the terms and conditions of this agreement.
- The rates quoted shall remain valid for entire contract period.
- An amount towards EMD shall be paid by demand draft drawn in the name of “**Bharat Heavy Electricals Limited**” payable at Hyderabad and shall be enclosed to the techno-commercial bid. No interest will be paid on EMD. The EMD is returned to the unsuccessful bidder only after one month from the date of finalization of tender.
- EMD – Earnest Money Deposit will be forfeited in case of the following:

- On withdrawal of the bid or increase in rates or changes in the bid conditions after opening of tender.
- On refusal to enter into a contract after the contract is awarded.
- In case of cheating, committing frauds, providing false information during any stage of tender process.
- If the successful tenderer does not commence the service from the date indicated in Letter of Intent (LOI).
- EMD furnished by the successful bidder will be adjusted as part security deposit towards contract performance guarantee and shall be refunded within three months of the date of expiry/completion/revocation of the contract. In the event of the agency failing to comply with any provision of the contract, the security deposit shall be forfeited by BHEL.
- The contract once finalized will be valid for 1 year from date of commencement of work and can be extended for a period of 1 year on mutual acceptance at the same scope, rate, terms and conditions and passing fitness test.
- Successful tenderer shall pay a Security Deposit as per the works policy 2008 of the overall contract value as
  - Cash (as permissible under income tax act)
  - The successful tenderers EMD paid will be converted and adjusted into Security Deposit.
  - Minimum 50% of the Security Deposit amount should be paid by Cash or Demand Draft at the time of agreement and before commencing the contract, balance 50% to be recovered from Monthly bills to the Maximum of 10% of the Total Contract value.
  - The Security Deposit will not carry any interest and will be paid after successful completion of contract to BHELs satisfaction.
- The transport contractor shall submit his bills on 5th day of the following month. The trips will be authorized by the user or transport pool authorities. In case the bills are not submitted by 5th of the following month, these bills cannot be settled in the month in

which the bills are received. All payments will be made only in the name of the party on whom order is placed.

- The orders, notices or any correspondence to the transport contractor will be sent to the address furnished by registered post. This is deemed to have been served on the transporter, on date of report of delivery of such correspondence. The transport contractor shall carry out the orders without any delay.
- Withdrawal of contract during the contract period will entail BHEL, not only forfeiture of security deposit, but also to appoint other transporter at the risk and cost of the contractor.
- Soon after the acceptance of the tender, the transport contractor shall enter into an agreement with M/s BHEL, RC Puram, Hyderabad – 502032. The agreement shall be entered on Non-judicial stamp paper of the value of Rs.100/- to be purchased by the transport contractor at his own cost.
- The Contractor shall engage a driver having experience of minimum of two (2) years in driving vehicles and in possession of valid license. The driver should not smoke/drink while on duty and should keep the vehicle neat and clean.
- It is the responsibility of the contractor to engage sufficient number of drivers depending on the operational hours a day.
- The contractor shall maintain regular contact with the designated employee of BHEL and will interact on matters relating to the work awarded under this contract.
- In case the contractor does not carry out the contractual/statutory obligations or the services rendered by him are found to be unsatisfactory, BHEL shall bring the same to his notice and he will be obliged to discharge the obligations and rectify the efficiency/anomaly within three days failing which, BHEL reserves the right to terminate the contract without assigning any reason whatsoever. In such an event no damages will be payable for short closure of the contract.
- Notwithstanding anything contained in the contract agreement which will be entered after award of work, the contract may be terminated by BHEL, without assigning any reason thereof by giving a notice of 30 days to the contractor.

- Non – compliance of any provisions under the act/rule/ instructions/guidelines shall make the contractor liable for penal action including termination of contract.
- The orders, notices or any correspondence to the transport contractor will be sent by registered post to the address furnished. This is deemed to have been served on the transporter, on date of report of delivery of such correspondence. The Transport Contractor shall carry out the orders without any delay.
- Contractor shall in his absence keep competent agent constantly on the works and any directions or explanations given by the Contract Signing Officer or his representative to such agent shall be held to have been given to the contractor himself.
- Work shall be done on any day with the written permission and approval by competent authority. The contractor shall comply with the provisions of the Factories Act Rules framed there under if the same are applicable.
- On the occurrence of an accident, which results in the death of any of the workmen employed by the contractor or which is so serious as to be likely to result in the death of any such workmen, the contractor shall intimate within 24 hours of the happening of such an accident intimate in writing to the company official in-charge of the work.
- The contractor shall indemnify the company against all losses or damages sustained by the company resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties or dues if any and become payable by the company, as a consequence of failure, the company to give notice under the workmen's compensation act or otherwise conform to the provisions of the said act in regard to such accident.
- The contractor shall ensure adherence to all statutory requirements applicable to Bharat Heavy Electricals Limited, RCPuram, Hyderabad – 502032.
- The contractor shall not resort to subcontracting under any circumstances. If found subcontracting at a later date, BHEL reserves the right to take whatever action it deems fit, including cancellation of the contract and forfeiture of security deposit.
- Whenever the term — CONTRACTOR is used, it shall be understood to refer to the particular person, firm or corporation with whom an agreement has been made by the

concerned company official for executing the work defined in the concerned agreement and for the purpose of instructions regarding compliance with contract conditions, it shall include the contractor's authorized agents, who are entrusted with the work by contractor.

- All the works shall be carried out in accordance with the directions and to the satisfaction of the company official in accordance scope of work.
- In the event of any question or dispute or under this contract, the same shall be referred to a competent Authority in the company for sole arbitration and his decision shall be final and binding on the parties to the contract.
- In case of any suit or other legal proceeding arising under this contract, the courts at Sangareddy (Medak Dist.) Telangana only shall have the Jurisdiction.
- Wherever, BHEL/COMPANY standards are mentioned shall be strictly followed.
- Nothing contained in the contract agreement and its conditions shall be deemed to preclude or render inoperative the service of any notice, letter or other communication upon the contractor personally.
- All disputes, claims and demands arising in connection with the contract shall be settled by mutual consultation. If no such agreement is reached between the parties each party can appoint one Arbitrator and the Arbitrators so appointed can appoint a Presiding Arbitrator. The proceedings of the tribunal shall be in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules made there under. The venue of the Arbitration shall be at BHEL, Hyderabad or at such place as the Arbitrators may direct. The Award to be given by the Arbitral Tribunal shall be a speaking award. The arbitration costs, fees and expenses shall be borne by both the parties equally. The award of the tribunal shall be final and binding on both the parties equally. The award of the tribunal shall be final and binding on both the parties. All questions, disputes, differences arising under, out of or in connection with this contract shall be exclusive jurisdiction of the Courts at Sangareddy, Medak District, Telangana.
- Tax will be deducted at source from the running bills as per applicable income tax rules and other statutory requirements.

- **FINALIZATION OF TENDER:** The price bids of all the technically qualified would be opened and scrutiny shall be carried out. All qualified price bids shall be arranged in ascending order of basic rate and L1 party would be decided on basic cost separately for 3Ton and 5Ton DLF(s)
- **PENALTY CLAUSE:** A penalty equivalent to payment per day shall be recovered from the bills or the SD apart from hourly/daily proportional cutting in case the vehicle/driver does not report on any day(s) or is under break down or the vehicle does not carry out the work as instructed by the BHEL nominated person.
- Any discrepancies in the tender documents shall be brought out separately on a letter.
- Price bids should not contain any written content other than the quoted prices. Even if any content is written it shall not be considered.
- The basic rates in Annexure III should on per day basis only. All other basis (even if extrapolated to monthly or yearly basis) will not be accepted.

### General instructions to bidders:

1.	Bidders are required to go through instructions carefully and complete all the formalities as required. In event of furnishing false or incorrect information, the offers shall be rejected and no correspondence will be entertained in this regard.
2.	Bidders are required to submit the offer in two parts. <ul style="list-style-type: none"><li>• Techno-commercial bid along with un-priced bid</li><li>• Price bid.</li></ul> Each bid shall be kept in separate envelopes, which should be properly sealed. Both envelopes shall be put together in a large envelope and shall be submitted to concerned official at Vendor Complex as per the tender date and time.
3.	Bidders are required to ensure that all columns of the bid are duly filled in. If any incorrect rates or unusually low rates are mentioned the offer shall be rejected and no correspondence will be entertained in this regard.
4.	The techno-commercial bid should accompany the Demand Draft for Earnest Money Deposit and cost of tender document along with other relevant supporting documents. In case of non-submission of Earnest Money Deposit/ Document cost along with the technical bid, the offer is liable to be rejected.
5.	Bidders are required to submit duly filled in tender documents before 1100 hrs as mentioned earlier at Vendor Complex, Administrative Building (BHEL).
6.	The techno-commercial bids will be opened on the same day as mentioned earlier at 1330 hrs at Vendor complex, BHEL, RCPuram.
7.	Bidders or bidder's representatives may attend the tender opening on the above mentioned date, time and place. No separate intimation will be given to bidders.
8.	L1 party would be decided based on the 'basic rate'. However, negotiations will be carried out if Rate quoted by L1 party is greater than our estimation.

## **ANNEXURE -I I**

Techno commercial bid for “Hiring of Diesel fork lifts 3 Ton – 5 No. and 5 Ton – 5 No. for a period of 1 year”

All the below documents shall be supplied for technical qualification failing which shall make the offer liable for technical disqualification

#	Description	Contractors response
1	Name of Job work	Hiring of Diesel fork lifts 3 Ton – 5 No. and 5 Ton – 5 No. for a period of 1 year
2	Tender notice No. & Date	HY/M&S/TPT/DFL/2015-16 Dt.15-Sept-2015
3	Details of EMD	
4	Document cost details	
5	PAN No.	
6	Submitted vehicle document proof/undertaking	Yes/No
7	Submitted 2 No Valid driving licenses	Yes/No

## **ANNEXURE – III**

Price bid for “Hiring of 3 Ton – 5 No’s and 5 Ton – 5 No. for a period of 1 year”

3Ton Diesel Fork lift			
Sl. No.	Description	Rate	
		In Figures	In Words
1	Rate per day per one 3 Ton Diesel fork lift @ 8hrs operation	Rs.	
5Ton Diesel Fork lift			
Sl. No.	Description	Rate	
		In Figures	In Words
1	Rate per day per one 5 Ton Diesel fork lift @ 8hrs operation	Rs.	

**Please tick for the vehicles being quoted for.**

3 Ton opns	Qty	Mark a tick		5 Ton opns	Qty	Makr a tick
150	1			150	1	
150	1			150	1	
302	1			302	1	
302	1			302	1	
302	1			302	1	

**No. of DFL’s quoted for (Mention in words) a) 3 Ton : \_\_\_\_\_**

**b). 5 Ton : \_\_\_\_\_**

Name, Address of the Contactor

\_\_\_\_\_

\_\_\_\_\_

Mobile Number:

\_\_\_\_\_