

# भारत हेवी इलेक्ट्रिकल्स लिमिटेड

## BHARAT HEAVY ELECTRICALS LIMITED

Heavy Electrical Equipment Plant, Ranipur, Haridwar – 249403, INDIA

**Office of Addl. General Manager (CDX)**

Phone: 01334-281784, Fax: 01334-281223, E-mail: vks@bhelhwr.co.in

Websites: [www.bhelhwr.co.in](http://www.bhelhwr.co.in), [www.bhel.com](http://www.bhel.com)

Ref. No: BHEL/HWR/CDX/ENQ/1617-011

Date: 29/06/2016

### TENDER ENQUIRY LETTER

#### **Sub: Hiring of one mobile hydraulic revolving crane of 25 MT capacity for loading / unloading of consignments within the factory premises.**

1. Sealed tenders in two part bids i.e. Part-I Techno-commercial & Part-II Price bid are invited from leading crane suppliers in sealed covers super scribing the Tender No. and name of the work in two separate sealed envelopes. First sealed envelope marked as "Techno-commercial Bid" and second sealed envelope marked as "Price Bid – Part – II".
2. The above two sealed envelopes (Part-I and Part-II) should be again sealed in a common envelope super scribed with Tender No. BHEL/HWR/CDX/ENQ/1617-011 and due date of opening and sent to "Head of Material Management Department, Tender Cell, 4th Floor, Main Administrative Building, HEEP, BHEL, Ranipur, Haridwar - 249403. The envelope containing Part-I should be super scribed with Tender No. and due date of opening, while sealed envelopes containing Part-II (Price bid) should bear only Tender No. Two part bids are to be submitted on or before **19/07/2016** by 13:45 Hrs through post or dropped in person in tender box. Bids received after due date and time shall be treated as late and will be rejected. BHEL will not be responsible for any postal delay.
3. EMD for an amount of Rs. 40,000/- (Rupees Forty thousand only), from any Nationalized Bank drawn in favour of "HEEP, BHEL", payable at Haridwar shall be submitted in a separate sealed cover along with Techno commercial bid (Part-I). Bids received without requisite EMD will be rejected.
4. This contract shall be valid up to 15/04/2017 from the date of award of contract.
5. Techno commercial bid will be opened on same day i.e. **19/07/2016** at 14:00 Hrs in presence of bidder representative if he wish to be present. Price bid will be opened only of those bidders who are found technically suitable. Date of opening of price bid will be intimated to all technically qualified bidders separately.
6. The rates shall be quoted only in the Price Bid format enclosed at ANNEXURE – II both in words and figures. Wherever there is a difference between the words and figures, amounts indicated in words only shall be considered as correct. The Bidder shall fill in all the required particulars of the Tender documents and also sign on each and every page of the Tender document before submitting their tenders.
7. While quoting their rates, the Bidders are advised to take into account the likely expenditure, taxes what so ever etc. (except Service Tax), which are incidental during the operation of crane.
8. Following shall form part of the tender document:
  - a. Annexure- I - Tender Terms & Conditions
  - b. Annexure- II - Price bid format
  - c. Annexure- III - Self Certification Affidavit
  - d. Annexure- IV - Letter to AGM (CDX)
  - e. Annexure- V - Bank Guarantee Proforma
  - f. Annexure- VI - Checklist

For and on behalf of BHEL Haridwar  
Addl. General Manager (CDX)

**Annexure-I****Tender Terms and Conditions**

The bidders are advised to go through the terms and conditions carefully before submitting their bids. The bidders may contact AGM (CDX), HEEP, BHEL, Haridwar for any clarification required in this regard.

**Definition of terms**

Bidder shall mean the Agency/Company/Firm/Supplier submitting their two part bid against the tender enquiry No BHEL/HWR/CDX/ENQ/1617-011 dated 29/06/2016 and whom on becoming successful may be awarded the work as per terms & conditions of tender.

**1. Scope of contract:**

- 1.1. **Supply** of 25 MT capacity Mobile Crane with 100 feet boom fully hydraulic and 22 feet extension hydraulic jib for material handling in the BHEL Haridwar factory premises on daily charges basis.
- 1.2. Mobile Crane shall be supplied with driver with valid driving License. The vehicle hire charges quoted shall include the cost of the Crane, Fuel (Diesel), operating personnel (One driver along with one helper). Maintenance and operation of the Crane shall be in the scope of the contractor.
- 1.3. The mobile Crane should be at the operational disposal of BHEL on all working days and including Sundays & Holidays during the entire contract period.

**2. Techno-commercial Bid (Part-I):** Bidders are required to fulfill techno-commercial criterion for submitting their bid against this tender. Bidders found technically unfit will not be considered.

- 2.1. In the event of furnishing false or incorrect information by the bidder, the offers shall be rejected and no correspondence will be entertained in this regard.
- 2.2. Bidders shall furnish supporting documents /information pertaining to Clause No. 2.3 to 2.18 along with techno-commercial Bid (Part-I), otherwise their offer will be rejected.
- 2.3. The requisite crane shall be registered in the name of bidder and shall submit the copy of Registration Certificate of the same. Hiring/leasing of crane from any other source is not permitted.
- 2.4. Copy of latest pollution clearance certificate of crane.
- 2.5. Copy of Comprehensive Insurance cover of crane.
- 2.6. EMD (Earnest Money Deposit) for Rs. 40,000/- in terms of demand draft drawn in favour HEEP, BHEL Haridwar.
- 2.7. Authorized signatory shall be the person holding "Power of Attorney" on behalf of the firm /company/ bidder concerned and properly authorized / empowered to act on behalf of the bidder for the specific purpose. Power of Attorney shall be attested by Notary.
- 2.8. Self-attested copy of PAN card.
- 2.9. Bidder shall have CST / VAT No. / Service Tax Registration Number and submit the documentary proof for the same.
- 2.10. Bidder shall submit the proof of experience in crane operations in terms of Performance Certificate/LOI/Award letter of running/executed contract).
- 2.11. Bidder shall have ESI code number and submit the proof of same.
- 2.12. Bidder shall have PF code number and submit the proof of same.
- 2.13. Bidder shall submit a self-certification affidavit on non-judicial stamp paper valued Rs.100/- (duly notarized) as per Annexure – III
- 2.14. Bidder shall submit the complete details of drivers in terms of their name, address and copy of their valid driving license who may be deputed for crane operation.
- 2.15. Bidder shall quote his offer price in the price bid only as per format provided at Annexure-II.
- 2.16. Bidder shall submit a letter to AGM (CDX) on his company letter head as per the prescribed format given at Annexure-IV.
- 2.17. Bidders are required to fill the check list as per Annexure-VI and submit the same along with techno-commercial bid (Part-I).

2.18. Bidder shall sign each and every page of tender document as an acceptance to tender terms and conditions.

3. **General Terms & Conditions:**

- 3.1. The basic rate for 10 Hrs. operations on per day basis should be quoted in Annexure-II along with rate for extra hour beyond 10 Hrs. as mentioned in Annexure-II (Price bid).
- 3.2. All the offers received will be scrutinized and only the technically qualified offers will be considered.
- 3.3. All entries in the tender should be clearly written in ink or typed and all corrections are to be duly attested by the bidder.
- 3.4. Issue of tender documents does not mean that the bidder fulfills the qualifying requirements of the contract.
- 3.5. 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.
- 3.6. Rate quoted shall be valid for a period of 120 days from the date of opening of price Bid.
- 3.7. No other person except contractor's authorized representative will be allowed in BHEL premises.
- 3.8. The personnel deployed by successful bidder (After signing of contract agreement with BHEL) for crane operation are not allowed to indulge in any other activities except their assigned duty as per contract terms and conditions within BHEL premises.
- 3.9. Bidder shall provide cell phone to the driver to facilitate communication at the time of emergencies / breakdowns / accidents and any other important message to be passed to the crane owner.
- 3.10. Bidder is solely responsible for payment of wages / salaries and allowances to his personnel. BHEL will have no liability whatsoever in this regard.
- 3.11. The Bidder shall arrange alternate driver in case the original driver falls sick/on leave or absconds from duty, immediately.
- 3.12. The bidder shall make alternative arrangement for 25 MT capacity Mobile Hydraulic Revolving Crane within 48 hours in the event of any breakdown or accident. No remuneration will be paid by BHEL for the period of breakdown/non-availability of crane. Alternate crane supplied shall subject to the same conditions of capacity parameters, maintenance and statutory compliance in accordance with the contract terms & conditions.
- 3.13. **Penalty:** In case bidder fails to make operational or provide alternate crane within 48 hrs. of breakdown a penalty of Rs. 4000/- per day will be deducted from the running bills or from the security deposit till such time supply of crane is restored. Non restoration of crane/ non-availability of alternate crane for seven days from the date of reporting breakdown may entail BHEL to terminate the contract or forfeit the security deposit or both. Bidder shall be liable for compensating losses to BHEL due to non-availability of crane.
- 3.14. The bidder shall obtain at his own cost, all required permits, licenses, pollution certificate etc., and its renewals for running his vehicle without break or any type of difficulty during the entire contract period. Failure to maintain these requirements will entail BHEL for cancellation of the contract and forfeit the Security Deposit.
- 3.15. If the bidder is not able to provide requisite 25 MT capacity Mobile Hydraulic Revolving Crane for entire contract period or as and when required by BHEL, alternate arrangement will be made by BHEL and the extra cost incurred will be recovered from the contractor's pending bills or from security deposit.
- 3.16. Bidder to obtain comprehensive insurance cover for his employees and equipment / tools / tackles etc. and take third party risk insurance coverage at his own cost. BHEL will not be responsible for any loss, damage, pilferage of his property and / or his employees. Bidder shall submit copy of comprehensive insurance policy taken for his employees deputed in the BHEL factory premises at the time of contract agreement.
- 3.17. Bidder shall be directly responsible for providing necessary staff i.e. drivers with valid driving license and in prescribed uniform. Bidder will be responsible for their all acts and behavior. Also bidder shall ensure that his employees behave in a courteous manner to CISF as well as BHEL authorities/employees.
- 3.18. The bidder shall ensure that Mobile Crane supplied by him shall be registered with the appropriate transport authority and duly insured i.e. comprehensive insurance and the same should be renewed from

- time to time during contract period at his own cost. The bidder will be fully responsible for the safe operation and movement of crane in the factory premises.
- 3.19. The bidder should abide by the company's CISF security rules and shall provide safety PPEs (Personnel Protection Equipment) to the drivers and helpers.
  - 3.20. The bidder shall ensure that Mobile Crane deployed under the contract agreement is covered by a comprehensive insurance policy. Under no circumstances shall BHEL be liable to compensate for any loss or damage that may be caused to the 25 MT capacity Mobile Hydraulic Revolving Crane by accidents or complications arising out of such contingencies like fire, theft, riots, strikes and terrorism damage whether inside or outside BHEL premises while being engaged.
  - 3.21. The bidder shall indemnify against any third party loss arising out of operation and movement of crane or due to any act/acts of omission/commission by bidder's employee in the BHEL factory premises. In such case compensation for any loss/ damage to third parties shall be borne by the bidder. Also third party liabilities incurred to BHEL along with the cost of legal proceedings if any shall be payable by the bidder.
  - 3.22. The bidder is directly responsible for injuries / death of vehicle driver and helper or any person employed by him as well as to the third party occupants or other users arising due to accident or otherwise of crane during the contractual period. At any point of time, BHEL will not be responsible for any loss / damage either to the person or to the vehicle arising out of accident of the crane for performing the contractual obligations.
  - 3.23. The Bidder will have to indemnify BHEL against the following, in case the same is thrust upon BHEL:
    - (a) All claims for injury or damage to any person or property caused by his negligence or negligence of his employees during operation and movement of crane, same are to be settled by bidder.
    - (b) Failure in observance of Labor and Industrial Laws by the bidder.
    - (c) All claims by way of compensation and all other types of unforeseen claims which may occur in the course of contract incurred by bidder.
    - (d) All payments by way of compensation or otherwise which BHEL may be called upon to make under the provisions of the relevant acts to any workmen as aforesaid, and any cost incurred by BHEL in connection with any claim preferred by such workmen and or against all action, claim and demands whatever in respect thereof or in any loss, injury or damages whatever to any third person arising out of or occasioned by the negligent, imperfect or improper performance of this contract by the bidder, their workmen servants or agents shall be recovered from bidder.
    - (e) For all claims, payments and losses that BHEL may have to make or suffer on account thereof the transport contractor shall whenever 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.
  - 3.24. Any amount recoverable from bidder 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, bidder 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.
  - 3.25. BHEL reserves the right to short close / cancel the tender at any stage without assigning any reason.
  - 3.26. BHEL reserves its right to refuse to engage the crane if it is found during the contract period that driver or the crane does not conform to any of the regulations of MV Act or may suspend/blacklist bidder from BHEL.
  - 3.27. The contract with the bidder may be terminated at any time without paying compensation whatsoever to the bidder in case of misbehavior, disobedience, dishonesty, clandestine insolvency, any court order, non-sanction of permit or any other related activities on their part or their failure to fulfill the terms and conditions of this agreement.
  - 3.28. The rates quoted shall remain valid for entire period of contract.
  - 3.29. The EMD of unsuccessful bidders will be refunded within 15 days after finalization of the contract.
  - 3.30. No interest will be paid by BHEL on EMD of bidders.
  - 3.31. The EMD of successful bidder will be refunded only after submission of requisite security deposit by him.
  - 3.32. EMD – Earnest Money Deposit will be forfeited in case of the following:
    - (a) On withdrawal of bid or increase in rates or changes in the bid conditions after opening of tender

- (b) On refusal to enter into a contract after the work is awarded.  
(c) If the successful bidder does not commence the services from the date indicated in the LOI/Award Letter.

### 3.33. **PERFORMANCE SECURITY DEPOSIT (PSD)**

The contractor shall submit 'Performance Security Deposit' (PSD) in favour of 'Bharat Heavy Electricals Limited, Haridwar' within a period of fifteen (15) days from the award of contract / letter of intent or before start of work whichever is earlier. In case bidder fails to submit required security deposit within specified time, BHEL may cancel the award of work and may forfeit their EMD and get the work done through other source at the risk and cost of the defaulter contractor.

The rate of Performance Security Deposit will be as below w.r.t. business volume:

Up to Rs.10 lakhs	10 %
Above Rs.10 lakhs upto Rs.50 lakhs	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

Performance Security Deposit shall be valid till three month from the date of expiry of contract. PSD will be refunded only after the expiry of claim period subject to successful execution of contract.

The contractor shall submit the 'Performance Security Deposit' in any of the following manner:-

- i. Bank guarantee from scheduled bank / public financial institution as defined in companies Act. The bank guarantee should be in the format given at Annexure-V.
  - ii. Pay Order, Demand Draft drawn in favour of M/s "Bharat Heavy Electricals Limited, Haridwar" should be valid for the period as aforesaid.
  - iii. Local Cheque of scheduled banks, subject to realization.
  - iv. In case of bank guarantee, the same shall be caused to be submitted preferably through the issuing bank only and deposited with the Finance Deptt. of BHEL under receipt in duplicate with copy of receipt submitted to CDX.
  - v. Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of Contractor furnishing the security and duly pledged in favour of "Bharat Heavy Electricals Limited, Haridwar" and discharged on the back).
  - 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 "Bharat Heavy Electricals Limited, Haridwar", duly discharged on the back.
  - v. No interest will be payable on EMD and Performance Security Deposit.
- 3.34. Security Deposit may be furnished in any one of the following forms:-
- a) Demand Draft in favour of HEEP, BHEL Haridwar.
  - b) Bank Guarantee from scheduled bank as per the format provided at Annexure-V.
- 3.35. The security deposit will not carry any interest.
- 3.36. The bidder shall submit his bills by 5th day of the following month. The crane utilization days and extra hour's usage will be authorized by the user section incharge (Executive) at BHEL Haridwar. 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 bidder with whom the contract has been inked by BHEL.
- 3.37. The orders, notices or any correspondence to the bidder will be sent to the address furnished by the bidder through registered/speed post. Same will be deemed to have been served on the bidder, on date of report of delivery of such correspondence. The bidder shall carry out the orders without any delay.
- 3.38. Breach of contract through any means by bidder at any point during its period will entail BHEL to forfeit the security deposit, and BHEL may enter in to a contract with any other crane supplier/agency at the risk and cost of the defaulting bidder.
- 3.39. The successful bidder on issue of Award of Work Letter/ LOI by BHEL shall enter into an agreement with M/s. BHEL within 10 days from issue date. The agreement shall be entered on Non-judicial stamp paper of the value of Rs.100/- to be purchased by the bidder at his own cost from Haridwar district only.
- 3.40. M/s. BHEL, reserves the right to accept or reject any offer or part of any offer without assigning any reasons thereof.

- 3.41. The contract once finalized will be valid up to 15/04/2017 from the date of award/LOI. BHEL reserves the right to cancel the contract in case of poor or bad service.
- 3.42. The contract may be extended for period of six month or part thereof with the mutual consent between BHEL, Haridwar and the contractor. However BHEL reserves the right to extend the contract for the period of 3 month without any consent of contractor. The extension of contract will be subjected to same rates, terms & conditions of the contract.
- 3.43. Taxes if any shall be deducted at source from the running bills as applicable conforming to the prevailing rules/policies and other statutory requirements.
- 3.44. The bidder shall ensure that the 25 MT capacity Mobile Hydraulic Revolving Crane is maintained neat and clean.
- 3.45. Bidder's employee deputed for crane operation shall not smoke and consume alcohol while on duty.
- 3.46. It is the responsibility of the bidder to provide adequate staff for operation and movement of crane as per BHEL requirement.
- 3.47. Price Bid Evaluation: Price bids of technically qualified bidders shall be evaluated and L1 bidder will be the one whose rate will be lowest as per the evaluation criterion given below:-
- 3.48.  $\text{Evaluated Price} = 0.95 \times \text{Rate for 10 Hrs per day of crane operation} + 0.05 \times \text{Rate per extra Hour beyond 10 Hrs.}$
- 3.49. Entire work will be awarded to L1 bidder only. In case more than one L1 bidders emerges out of evaluation, BHEL may resort to draw/ auctioning.
- 3.50. Refueling of Crane: Bidder shall be allowed to take his crane for refueling just out of the factory material gate. The crane shall not be allowed beyond parking area outside BHEL material gate and accordingly the bidder shall arrange for refueling of crane. The crane operator shall intimate the user section for requirement of refueling in advance. The bidder shall be allowed for taking out his crane for refueling maximum five times in a month. The user section will take necessary permission from CISF for the same.
- 3.51. **ARBITRATION:-** All disputes arising in connection with the contract shall be settled by mutual consultation. If no such agreement is reached between the parties, 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 an arbitrator to be appointed by the Head of the Unit, (BHEL). The award of the arbitrator shall be final and binding on both the Parties. The venue of the Arbitration shall be at BHEL, Haridwar or at such place as the Arbitrator may direct. The Award to be given by the Arbitrator shall be a speaking award.
- 3.52. **JURISDICTION:** In case of any suit or other legal proceedings arising under or relating to this contract, the courts at Haridwar District, Uttarakhand only shall have the Jurisdiction and is only after exhausting the Arbitration Clause.
- 3.53. **INDEMNITY:** The Contractor shall indemnify the company against all losses, claims etc. arising out of any of his acts or out of the acts of his servants or agents.
- 3.54. **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](http://www.bhel.com)).

**ANNEXURE-II**

**Tender no. BHEL/HWR/CDX/ENQ/1617-011 dated 29/06/2016**  
**PRICE BID – PART-II**

Sl. No.	Description	Rate (in Rs.)	
		In Figures	In words
1	Rate per day @ 10 hrs operation		
2	Rate per extra hour beyond 10 hrs operation per day		

Rate of Service tax (%)	Extra @ _____%
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Name , Address of the contractor

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Mobile No.  
Landline No.

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Seal & Signature of the contractor

**ANNEXURE-III****Self-Certification Affidavit**

(To be executed on non-judicial stamp paper worth ₹ 100/-)

To,  
Addl. General Manager (CDX), HEEP, BHEL HARIDWAR

1. We \_\_\_\_\_ (M/s ..... ) have read the Tender terms & conditions' of tender no. BHEL/HWR/CDX/ENQ/1617-011 attached hereto duly signed & stamped on each page and hereby agree to abide by the said conditions.
2. We agree to keep this tender open for acceptance for a period of 120 days from the date of opening the same.
3. A sum of ₹\_\_\_\_/- (Rs\_\_\_\_Lakhs only) is herewith forwarded as EMD in the form of DD in favour of Bharat Heavy Electricals Limited, HEEP, Haridwar duly noting the provision of 'Security Deposit' in the manner as provided under NIT, in case we are approved as successful tenderer.
4. The full value of EMD/PSD shall stand forfeited without prejudice to any other rights or remedies in line with the conditions stipulated and relevant to the context.
5. We as the bonafide tenderer agree and confirm as deemed to have satisfied ourselves by all conditions to be encountered during the execution of the rate contract are taken into account and that the rate are adequate and all inclusive to accord with the provisions to the entire satisfaction of the Company.
6. We make oath and state as under: -  
That, the contents submitted as statement, enclosure to the techno-commercial bid are true to the best of our knowledge and only true facts have been stated and nothing relevant has been concealed. We do hereby verify that the contents are true and correct.
7. Until a formal agreement is made and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications as may be mutually agreed to between us and indicated in the letter of acceptance of the rate contract awarded on us.
8. We (Name of bidder) certify that:-
  - We are not presently banned or black listed by any of the BHEL Units/Govt. of India. Also we are not presently put on hold or delisted by BHEL, Hardwar.
  - We confirm that conditions given in the tender will only be applicable and any modification made thereon by the bidders will be ignored.
  - We confirm that none of our Group concerns or affiliates etc. appears on the list of banned firms/companies by BHEL (List available on [www.bhel.com](http://www.bhel.com)) nor any of the Director/Partner/Proprietor of bidder/such group concern or affiliate etc. are involved with such firm/company.
  - We confirm that other than us (*Name of bidder*), none of our Group concerns or affiliates etc. are participating in the tender either directly or indirectly through any other agency under same Proprietor/common Partner(s)/common Director(s).
  - BHEL may reject the bid or in case the contract has been awarded, then terminate the contract apart from taking any other suitable action under the contract or applicable legal provisions or BHEL guidelines, without any liability for any compensation to us (*Name of bidder*) if,
    - BHEL discovers at any time that any statement made by us in affidavit cum undertaking is false, fraudulent or
    - Any document submitted by us was fake or forged

Or if BHEL determines in its sole discretion that any statement was aimed at deliberately misleading BHEL with a view to ensure award of the subject contract to the bidder.
9. Verified and signed today, the\_\_\_\_(Day) of\_\_\_\_(Month)\_\_\_\_(Year) at\_\_\_\_\_(Place) in the presence of the witnesses who have appended their signature with address hereunder:

Date:  
Complete Address of the tenderer:  
Contact details:

(Signature of the tenderer affixing official stamp)  
Name & Designation

Name & Address of witnesses:-

- 1.
- 2.

**ANNEXURE-IV**

(Letter from Bidder to AGM (CDX) regarding submission of Bid)

Add. General Manager (CDX)  
Bharat Heavy Electricals Limited  
Heavy Electrical Equipment Plant  
Ranipur, HARIDWAR - 249403

**Sub: Bid for supply of one mobile hydraulic revolving crane of 25 MT capacity for loading/unloading of consignments within the factory premises**

**Ref: BHEL/HWR/CDX/ENQ/1617-011**

Dear Sir,

With reference to above tender enquiry and having examined the documents given in NIT, "Technical bid with Un-priced Price Bid - Part-I" and "Price Bid - Part-II", I/We hereby submit my/our documents / undertaking / affidavits / Earnest money as required in your NIT, in FIRST sealed envelope marked "Technical bid with Un-priced Price Bid - Part-I".

In SECOND sealed envelope marked with "Price Bid - Part-II", we have submitted our bids / best prices, in line with process of submission and opening of tender given in NIT for the above noted work and we agree with all the terms and conditions mentioned in the aforesaid documents.

I/We confirm that we have quoted our best rates.

I/We also agree to such deviations in the bill of quantities as may be ordered by you or your nominee in accordance with the terms of the aforesaid documents.

I/We also forward herewith draft for a sum of Rs. 40,000.00 (Rupees Forty Thousand only) towards Earnest Money Deposit vide Bank Draft No. \_\_\_\_\_ Dated \_\_\_\_\_ issued by \_\_\_\_\_ (Bank) in favour of "BHEL HEEL, Ranipur, Haridwar", and payable at Ranipur Haridwar.

I/We also agree to refer all disputes in respect of this tender or the consequent contract to an arbitrator to be appointed in accordance with the arbitration clause **No. 3.51 in Annexure - I**.

Thanking you,

SIGNATURE OF BIDDER WITH SEAL

- Encl: 1. First envelope marked as "Technical Bid along with Unpriced Price Bid - Part-I".  
2. Second envelope marked as "Price Bid - Part - II".

**BANK GUARANTEE BOND**

BG against agreement dated ...../...../..... in respect of Tender No. BHEL/HWR/CDX/ENQ/1617-011 In consideration of the Bharat Heavy Electricals Limited, .....Division (hereinafter called 'the Company') having agreed to exempt ..... (hereinafter called 'the said Bidder' which term includes 'Suppliers' for the purpose of this Bond) from the demand under the terms and conditions of an Agreement dt. ....made between ..... and .....for (hereinafter called 'the said Agreement') of Security Deposit for the due fulfillment by the said bidder of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs.....(Rupees..... only).

1. We, ..... (Indicate the name of Bank) (Hereinafter referred to as 'the Bank') at the request of ..... (Bidder(s) do hereby undertake to pay to the Company an amount not exceeding Rs. ....against any loss or damage caused to or suffered or would be caused to or suffered by the Company by reason of any breach by the said Bidder(s) of any of the terms and Conditions contained in the said Agreement.

2. We, ..... (Indicate the name of Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reason of breach by the said Bidder(s), of any of the terms or conditions contained in the said Agreement or by reason of the bidder(s), failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

3. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the Bidder(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Bidder(s) shall have no claim against us for making such payment.

4. We, ..... (Indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said/ agreement and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till..... office/department/division of Bharat Heavy Electricals Limited certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said bidder(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the .....we shall be discharged from all the liability under this guarantee thereafter.

5. We, ..... (Indicate the name of Bank), further agree with the Company that the company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said bidders) from time to time or to postpone for any time or from time to time any of the powers exercisable by the company against the said bidders and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said bidder(s) or for any forbearance, act or omission on the part of the company or any indulgence by the company to the said bidder(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

6. This guarantee will not discharge due to the change in the constitution of the Bank or the bidder(s).

7. We, ..... (Indicate the name of Bank), lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing.

Dated the..... day of

.....

For ..... (Indicate the name of  
Bank)

**ANNEXURE-VI**

**Check List To Be Submitted With Techo-Commercial bid (Part-I)**

**Tender No. : BHEL/HWR/CDX/ENQ/1617-011 dated: 29/06/2016**

NAME OF THE BIDDER : \_\_\_\_\_  
ADDRESS FOR CORRESPONDENCE :-----

NAME OF THE PERSON TO BE CONTACTED: \_\_\_\_\_  
TELEPHONE NO. (OFFICE) : \_\_\_\_\_  
(RESIDENCE) : \_\_\_\_\_  
(MOBILE) : \_\_\_\_\_  
FAX NO.: \_\_\_\_\_  
E-Mail : \_\_\_\_\_

Sl. No.	PARTICULARS	Details/Status (To be filled by bidder)	Page No.
1.	EMD for Rs. 40,000/-(Rupees Forty thousand)		
	Name of the Bank		
	Branch/City where DD is drawn		
	DD / Pay Order No. & Date		
2.	Notarized Power of Attorney		
3.	Self-attested copy of PAN card.		
4.	Notarized copy of CST / VAT No. / Service Tax Registration Number		
5.	Proof of Experience in crane operations (Performance Certificate/LOI/Award letter of running/executed contract)		
6.	ESI Code No. (Proof of having Code No. to be enclosed)		
7.	PF Code No. (Proof of having Code No. to be enclosed)		
8.	Copy of RC of Crane offered for supply		
9.	Vehicle Registration No.		
10.	Copy of valid (as on date) comprehensive Insurance of Crane		
11.	Drivers Name and address		
12.	Copy of valid driving Licenses of drivers to be deployed for crane operation		
13.	Copy of latest Pollution Control Certificate		
14.	Confirmation on provision of Cell phone for crane operator		
15.	Whether Price quoted		
16.	Price Bid (Part-II) Attached		
17.	Letter to AGM (CDX) on company letter head.		
18.	Whether all the pages of tender document signed by bidder		
19.	Self-Certification Affidavit submitted		