

# भारत हेवी इलेक्ट्रिकल्स लिमिटेड

## BHARAT HEAVY ELECTRICALS LIMITED

RAMACHANDRAPURAM, HYDERABAD-502 032 (A.P)

Ph: 040-23182106; Internal : 2106 Cell : 9848822495 e-mail: mallikarjun@bhelhyd.co.in

Ph: 040-23185353; Internal : 5353, Cell : 9490167422 e-mail : phalaksha@bhelhyd.co.in

### TENDER NOTICE

Name of the department : (Stores Department-CMM)

Tender No. : HY/CMM/STORES/TENDERS/2012-13, Dt. 03.03.2012, Item Sl.No.9

**Sealed tenders in two bids (Techno commercial & Price bid) in sealed covers,,** subscribing the Tender Notice Number and name of the work will be received by **Dy.General Manager/Stores (CMM) 36/11 Bldg., M/s.BHEL, R.C.Puram, Hyderabad-502 032**, from reputed contractors satisfying the pre-qualification requirements indicated below and will be opened at Vendor Complex near Admn. Bldg., BHEL, RC Puram, Hyderabad-32 in the presence of tenderers or their authorised agents.

1.	Name of work	:	Hiring of Mobile Crane <b>12 T (1 No.)</b> Capacity for use of material handling and movement by BHEL, CMM-Stores Dept. for 200 days during 2012-13
2.	Sale / closure of Tenders	:	15.03.2012 to 13.04.2012 09.00 Hrs. to 13.00 Hrs.
3.	Last date for receipt of tender	:	17.04.2012 upto 11.00 Hrs.
4.	Date and time of tender opening	:	20.04.2012 at 13.00 Hrs.
5.	Value of the work	:	Rs.9,00,000/-
6.	Period of contract	:	200 days during 2012-13
7.	Earnest Money Deposit (EMD)	:	Rs.20,000/-(Rupees Twenty thousand only)
8.	Cost of the tender document	:	Rs.300/-(if purchased from BHEL). Rs.200/-(if downloaded from web site). Non refundable.

**Note :-** All corrigenda, addenda, time extensions clarifications, etc., to the tender will be hosted on BHEL website ([www.bhel.com](http://www.bhel.com)) only (apart from unit web site – if any). Bidders should regularly visit website(s) to keep themselves updated.

DY.GENERAL MANAGER/STORES (CMM)

To:

M/S.....

Contractor code No. (BHEL issued No.) .....

SIGNATURE OF THE CONTRACTOR WITH SEAL 1

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### TENDER NOTICE

Name of the department : CMM STORES  
Tender No. : HY/CMM/STORES/TENDERS/2012-13, Dt.03.03.2012,  
Item Sl.No.9

BHEL needs **12 T capacity (1 No.) Mobile Crane** with double cylinder operation on rate contract basis. It is requested to submit your lowest offer in **Annexure-II & III** and dropped in the Tender Box which is kept in the Vendor Complex near Admn. Bldg. in a sealed cover on or before **17.04.2012** by 11:00 Hrs. The quotations will be opened on **20.04.2012** at 13:30 Hrs. by the undersigned or his nominee at vendor complex near Admn. Bldg, BHEL Ramachandrapuram, Hyderabad in the presence of tenderers or their authorised agents. An amount of **Rs.20,000/-** (Rupees twenty thousand only) shall be deposited as Earnest Money Deposit (EMD) by way of DD / Pay Order from any Nationalised Bank drawn in favour of "Bharat Heavy Electricals Limited", payable at Hyderabad should be enclosed along with Techno Commercial Bid ie., Annexure-II in a separate sealed cover super scribing Tender No., Name of the work and due date of opening.

- One (1) number of Mobile Crane 12 T capacity is required and the contract period will be 200 days during 2012-13.
- The 12 T capacity Mobile Crane should be on tenderer's name or on lease agreement.
- Tenderer not in possession of Mobile Crane at the time of submitting the tender should submit the documents at the time of producing the Mobile Crane for inspection, the date & time of which will be intimated later.
- Tenderer should give his PAN No. with documentary evidence.
- The terms and conditions for entering into the contract are herewith enclosed in Annexure-I which should be read and signed on each page by the tenderer.

#### **INSTRUCTIONS FOR SUBMITTING THE TENDER :-**

The covers should be addressed to **Dy.General Manager/Stores (CMM), 36/11 Bldg., Ground Floor, BHEL, RC Puram, Hyderabad-32** to reach on or before by **11.00 Hrs. on 17.04.2012** and the same are to be dropped in the Tender Box which is kept in the Vendor Complex near Admn. Bldg., BHEL, RC Puram, Hyderabad-32. **BHEL is not responsible for any postal delay.**

Tender box is available in the Vendor Complex near Admn. Building BHEL, R.C.Puram, Hyderabad-32 from **15.03.2012 to 17.04.2012** up to 11.00 hrs.

- (01) The tenderers should submit their offer in **two part bid** as mentioned below:
- Techno Commercial Bid consisting of Annexure-I and Annexure-II duly signed on all pages.
  - Price bid consisting of Annexure-III duly signed.

The above two bids are to be placed in a separate covers duly sealed. The Cover for Techno Commercial bid should be super scribed as **“TECHNO-COMMERCIAL BID FOR SUPPLY OF MOBILE CRANE 12 T CAPACITY ON RATE CONTRACT”**

The cover for **PRICE BID** shall be super scribed as **“PRICE BID FOR SUPPLY OF MOBILE CRANE 12 T CAPACITY ON RATE CONTRACT”**

Both the above two envelopes shall be kept into another sealed cover. The cover shall be super scribed with **“QUOTATION FOR SUPPLY OF MOBILE CRANE 12 T CAPACITY ON RATE CONTRACT BASIS”** and shall be dropped in the Tender Box which is kept in the Vendor Complex near Admn. Bldg. in a sealed cover on or before **17.04.2012** by 11:00 Hrs. BHEL is not responsible for any postal delay. The quotations will be opened at 13.00 hrs. on **20.04.2012** at vendor complex near Admn. Bldg, BHEL Ramachandrapuram, Hyderabad in the presence of tenderers or their authorised agents.

A self-declaration that the price bid is in the format given by BHEL is to be enclosed with Techno commercial Bid.

**On the SEALED COVER it should be clearly mentioned as below:-**

- Supply of Mobile Crane 12T Capacity on Rate Contract Basis for a period 200 days during 2012-13
  - From address
  - To address
  - Tender opening date
  - Tender Reference No. / Date
- (02) The bidders shall submit following documents mentioned below along with techno-commercial bid.
- Documental proof of possession of vehicle Registration on the name of tenderer or lease agreement as the case be
  - Latest pollution clearance certificate
  - Comprehensive Insurance
  - EMD (Earnest Money Deposit) for Rs.20,000/-.
- (03) Offers without EMD will not be considered. No correspondence in this regard will be entertained by BHEL.

**No interest on EMD will be paid by BHEL.**

**TERMS AND CONDITIONS FOR ENTERING INTO RATE CONTRACT FOR HIRING OF MOBILE CRANE WITH DOUBLE CYLINDER OF 12 T CAPACITY (1 NO.) FOR USE OF MATERIAL HANDLING MOVEMENT BY BHEL, CMM-STORES DEPT. FOR 200 DAYS FROM THE DATE OF AWARDAL OF CONTRACT.**

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**Definition of Terms:**

Contractor/Agency shall mean the bidder whose bid will be accepted by BHEL and shall include such successful bidders legal representatives, successors and assignees from time to time for the purpose of the contract.

Officer shall mean the official(s) authorized by BHEL to act as person-in-charge of Stores-CMM Department BHEL R.C.Puram Hyderabad – 502 032.

**General Terms & Conditions:**

1. The basic rate for 10 Hrs. operation on per day basis should be quoted in Annexure-III along with rate per extra Hour beyond 10 Hrs. is also to be quoted as mentioned in Annexure-III which is enclosed (Price bid).
2. Once the contract is finalized the Mobile Crane should be at the operational disposal of BHEL during the entire contract for **200 days** in a year.
3. One (1) number of Mobile Crane 12 T capacity is required by Stores Department-CMM, BHEL, R.C.Puram for material handling movement inside factory including Sundays & holidays.
4. ***Mobile Crane should be supplied with a Driver and Two Helpers(slingers). Driver shall have valid Driving Licence. The vehicle hire charges quoted shall include the cost of the Crane, Fuel (Diesel), operating personnel (One driver and two helpers). Maintenance and operation of the Crane shall be in the scope of the contractor.***
5. All the offers received will be scrutinized and only the technically qualified offers will be considered. Technically un-qualified offers will be rejected.
6. All entries in the tender should be clearly written in ink or typed and all corrections are to be duly attested by the tenderer.
7. Issue of tender documents does not mean that the bidder fulfils the qualifying requirements of the contract.
8. 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.
9. **Quotation should be valid for a period of three months from the date of opening of Techno Commercial Bid.**

10. No other person except contractor's authorized representative will be allowed in BHEL premises.
11. Within BHEL premises, the contractor's personnel should not do any work other than their normal duties.
12. Transport contractor should 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 contractor.
13. Contractor is solely responsible for payment of wages/salaries and allowances to his personnel. BHEL will have no liability whatsoever in this regard.
14. The contractor shall arrange alternate driver in case the original driver falls ill, on leave or absconds from duty, immediately.
15. The contractor shall make available relief for 12 T capacity Mobile Crane immediately in the event of any breakdown or accident. Such relief Mobile Crane will be subject to the same conditions of maintenance and compliance with statutory requirements as those covered by the contract.
16. The Transport contractor should obtain at his own cost, all required permits, licenses, pollution certificate etc., and its renewals for running his vehicle without break or any type of difficulty during the entire contract period. Failure to maintain these requirements will entail BHEL for cancellation of the contract and forfeit the Security Deposit.
17. If the transport contractor is not able to provide his Mobile Crane 12 T capacity for 200 days 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.
18. Transport contractor to obtain insurance cover for his employees and equipment / tools / tackles etc. and take third party risk insurance coverage at his own cost. BHEL will not be responsible for any loss, damage, pilferage of his property and / or his employees.
19. Contractor shall be directly responsible for providing necessary staff like licensed drivers with the prescribed uniform. He will also be responsible for their courteous behaviour toward the CISF authorities and BHEL authorities.
20. The Mobile Crane should be registered and duly insured i.e. comprehensive insurance and the same should be renewed from time to time during contract period at his own cost. Transport contractor will be fully responsible for the safe material movement inside the factory premises.
21. The transport contractor should abide by the company's CISF security rules and shall provide safety PPEs (Personnel Protection Equipment) to the drivers and helpers.

22. The transport contractor shall ensure that Mobile Crane deployed under this 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 12 T capacity Mobile 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.
23. In case BHEL be held liable for any loss, damage or compensation to third parties arising from or in relation to transport operations done by the transport contractor, such loss, damage or compensation shall be paid by the transport contractor to BHEL together with the costs incurred by BHEL on any legal proceedings pertaining thereto.
24. The contractor is directly responsible for injuries / death of vehicle driver or any person employed by him as well as to the third party occupants or other users arising due to accident or otherwise of vehicle during the contractual period. At any point of time, BHEL will not be responsible for any loss / damage either to the person or to the vehicle arising out of accident of the vehicle for performing the contractual obligations.
25. The transport contractor will have to indemnify BHEL against the following, in case the same is thrust upon BHEL:
- (a) All claims for injury or damage to any person or property caused by his negligence or negligence of his employees while on operation which are to be settled by contractor.
  - (b) Failure in observance of Labour and Industrial Laws by the contractor.
  - (c) All claims by way of compensation and all other types of unforeseen claims which may occur in the course of contract incurred by contractor.
  - (d) All payments by way of compensation or otherwise which BHEL may be called upon to make under the provisions of the relevant acts to any workmen as aforesaid, and any cost incurred by BHEL in connection with any claim preferred by such workmen and or against all action, claim and demands whatever in respect thereof or in any loss, injury or damages whatever to any third person arising out of or occasioned by the negligent, imperfect or improper performance of this contract by the transport contractor, their workmen servants or agents shall be recovered from contractor.
  - (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.
26. 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.

27. BHEL reserves the right to refuse / cancel the tender at any stage without assigning any reason.
28. BHEL reserves its right to refuse / engage the vehicle if the driver or the vehicle does not conform to any of the regulations of MV Act or APMV Rules or blacklisted contractor of BHEL, Hyderabad-502032.
29. 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.
30. The rates quoted shall remain valid for two years from the date of award of work.
31. An amount of Rs.20,000/- (Rupees twenty thousand only) for 12 T Capacity Mobile Crane shall be deposited as Earnest Money Deposit (EMD) by way of DD / Pay Order from any Nationalised Bank drawn in favour of "Bharat Heavy Electricals Limited", payable at Hyderabad should be enclosed along with Techno Commercial Bid ie., Annexure-II in a separate sealed cover super scribing Tender No., Name of the work and due date of opening.

**No interest will be paid on EMD**

The EMD is returned to the unsuccessful tenderers only after a month from the date of the finalization of contract.

**EMD – Earnest Money Deposit will be forfeited in case of the following :-**

- (i) On withdrawal of bid or increase in rates or changes in the bid conditions after opening of tender.
  - (ii) On refusal to enter into a contract after the contract is awarded.
  - (iii) If the successful tenderer does not commence the services from the date indicated in the LOI.
32. 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.

### **33.SECURITY DEPOSIT CLAUSE :-**

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 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

The security Deposit should be collected before start of the work by the contractor.

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

- a) Cash (as permissible under the Income Tax Act)
- b) Pay Order, Demand Draft in favour of BHEL.
- c) Local cheques of scheduled banks, subject to realization.
- i) 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 BHEL and discharged on the back).

- ii) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
  - iii) 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.
  - iv) Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit should be collected before start of the work and the balance 50% may be recovered from the running bills.
  - v) EMD of the successful tenderer shall be converted and adjusted against the security deposit.
  - iv) The security deposit will not carry any interest and will be paid only after successful completion of contract to BHEL satisfaction.
36. The transport contractor shall submit his bills on 5<sup>th</sup> 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 5<sup>th</sup> 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 mentioned in R.C. Book on whose name it is registered.

37. 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.
38. Withdrawal of contract during the contract period will entail BHEL to encash security deposit, but also to appoint other transporter at the risk and cost of the contractor.
39. Soon after the acceptance of the tender, the transport contractor shall enter into an agreement with M/s. BHEL, R.C.Puram, Hyderabad – 502 032. 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.
40. M/s. BHEL, R.C.Puram, Hyderabad-502032 reserves the right to accept any tender or part of any tender without assigning any reasons thereof irrespective of the fact whether the accepted tender is the lowest or not.
41. The contract once finalized will be valid for ONE year from the date of awardal. BHEL has the right to cancel the contract in case of poor or bad service. The contract may also be extended based on requirement of BHEL management with same rates terms and conditions.
42. In case of any suit or other legal proceedings arising out of and relating to the contract to be entered into, the courts at Hyderabad / Secunderabad and Sangareddy in Medak District only shall have the jurisdiction.
43. Tax will be deducted at source from the running bills as per applicable income tax rules and other statutory requirements.
44. Any dispute arising out of this contract should be referred to the sole arbitration of General Manager/CMM of BHEL. R.C.Puram, Hyderabad-32 or his authorized representative and whose decision shall be final and binding on both the parties.
45. The transport contractor should ensure that the Mobile Crane 12 T capacity driver shall meet the following:
  - (a) Minimum of 2 years experience of driving vehicles with proof of valid license.
  - (b) To keep the vehicle neat and clean and maintain time.
  - (c) The driver shall not smoke / be drunk while on duty.
46. It is the responsibility of the contractor to arrange the No. of drivers depending upon the operational hours per day.

### **Penalties :-**

BHEL, R.C.Puram will impose penalty for not supplying the Mobile Crane 12 T Capacity for full day. An amount of Rs.1000/- (Rupees One thousand only) per day will be deducted from the running bills or from the security deposit. In-case the Mobile Crane comes under breakdown maximum of two days will be given to bring it in operation otherwise penalty as mentioned will be levied.

### **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. (i) Techno-commercial bid and (ii) Price bid. Each bid shall be kept in separate envelope, which should be properly sealed. Both envelopes shall be put together in the large envelope and shall be submitted to concerned official at transport department as per the tender date and time.
3. Bidders are required to ensure that all columns of Techno-commercial and price 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. Techno-commercial bid should accompany with the Demand Draft for Earnest Money Deposit along with other relevant supporting documents. In case of non – submission of Earnest Money Deposit along with techno-commercial bid, the offer is liable to be rejected.

The Price Bid shall have only prices.

5. Bidders are required to submit duly filled in tender documents before 11.00 hrs. on **17.04.2012** and dropped in the Tender Box which is kept in the Vendor Complex near Admn. Bldg. in a sealed cover.
6. The techno-commercial bids will be opened on **20.04.2012** at 13.00 Hrs at Vendor Complex near Admn. Bldg. in the presence of bidders who wish to be present.
7. Bidders or Bidders representatives may attend the tender opening on the above mentioned date, time and place. No separate intimation will be given to bidders for techno-commercial bid opening.
8. The sealed price bids of only those offers, which are technically acceptable, will be opened later. The bidders qualifying in technical bid will be intimated separately for participating in price bid.

ANEXURE-II

**TECHNO-COMMERCIAL BID FOR “SUPPLY, OPERATE & MAINTAIN  
MOBILE CRANE 12 T CAPACITY FOR 200 DAYS DURING 2012-13.**

Sno.	Description	
1.	Name of Contractor	
2.	Address & Contact Number	
3.	Name of Job work	
4.	Tender Notice No. & Date	
5.	Details of EMD	
6.	Whether all details as per pre-qualification requirements enclosed:	
	a) Vehicle No.	
	b) Particulars of Experience	
	c) ESI Code No. (Proof of having Code No. to be enclosed)	
	d) PF Code No. (Proof of having Code No. to be enclosed)	
	e) PAN No. with proof ( in case not available proof of having applied with acknowledgement from concerned authorities to be enclosed)	
7.	APGST / <del>VAT No.</del> / Service tax with proof (in case not available proof of having applied with acknowledgement from concerned authorities to be enclosed)	

8.	Driving License details:	Name / Experience(enclose copy)
	a)	
	b)	
	c)	
	d)	
	e)	
	f)	
9.	Whether Cell phone will be provided to Drivers	Yes / No

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(Stores Department-CMM)

Name of the department : (Stores Department-CMM)

Tender No. : HY/CMM/STORES/TENDERS/2012-13, Dt. 03.03.2012, Item Sl.No.9

ANNEXURE – III

## PRICE BID

**Work :** Supply, Operate & Maintain Mobile Crane 12T Capacity on Hire basis for 200 for the year 2012-13.

Sl. No.	DESCRIPTION - CAPACITY MOBILE CRANE	R A T E	
		In Figures	In Words
1	Rate per 10 Hrs. a day for 12 T Capacity Mobile Crane.	Rs.	Rupees
2.	Rate per extra Hour beyond 10 Hrs. for 12 T Capacity Mobile Crane.	Rs.	Rupees

Price quoted shall be all inclusive except Service Tax

Service Tax if any, should be quoted separately.

(please strike out whichever is not applicable)

Name of Contactor : \_\_\_\_\_

Addresses : \_\_\_\_\_

\_\_\_\_\_

Cell No. : \_\_\_\_\_

Land Line No. \_\_\_\_\_

SIGNATURE OF THE CONTRACTOR WITH SEAL 13