

பாரத மிகுமின் நிறுவனம்

BHARAT HEAVY ELECTRICALS LIMITED

(A Government of India Undertaking)

Boiler Auxiliaries Plant

Indira Gandhi Industrial Complex

RANIPET – 632 406 Tamil Nadu



M&S DEPARTMENT

Phone: **09442201052,**
04172 284280

(TRANSPORT)

Fax : **04172 241201**

NOTICE INVITING TENDER

TENDER NOTICE NO:BHE:BAP:M&S:TE:TR:10:004 Dated
21.06.10

- 01.NAME OF WORK : Hiring of 30/35 numbers of 10T Mobile
Cranes on daily rental basis from
vendors having legal ownership of
at least seven or more cranes.
- 02.EARNEST MONEY DEPOSIT : Rs.2,00,000/- (RupeesTwo lakhs only)
- 03.LAST DATE AND TIME : 13 .07.2010
RECEIPT OF TENDER : 14.30 Hrs
- 04.TENDER OPENING DATE AND : 13.07.2010
TIME : 14.30 Hrs
- 05.PERIOD OF CONTRACT : One year

THIS DOCUMENTS CONTAINS 14 PAGES INCLUDING INSTRUCTIONS
TO THE TENDERERS. SPECIAL CONDITIONS TO THE TENDERER.
SCHEDULE OF RATES AND QUESTIONNAIRE.

.....

ISSUED TO:

ISSUING OFFICER

SCOPE OF WORK:

1. The 10T mobile cranes shall be supplied for material handling activities at shipping yard, Fabrication yards, Production, Stores.etc in BHEL
2. The contract period shall be for one year.
3. Initially 30 nos of such 10T Mobile cranes will be required for the period June 2010 to September 2010 and April & May 2011 and 36 nos during the period October 2010 to March 2011 for which only one single rate shall be quoted.
4. The supplied cranes shall be maintained in good working condition.
5. One operator and two riggers shall be provided for each crane.
6. All the lifting tackles required for each crane for handling various type loads of BHEL are to be arranged by contractor and the lifting tackles are to be approved by BHEL competent authority before put into use at BHEL. However for any special type of jobs/materials moved, BHEL at their discretion will provide the lifting tackles.
7. The cranes shall be operated on **Daily rental basis** for eight Hours working.
8. The working shift for the cranes shall be tentatively from 09.00 Hrs to 17.30 Hrs and 17.00 hrs to 01.30 hrs excluding lunch break of 30 minutes in each shift. However working shift can be modified according to BHEL requirements & workloads. Payment for extra working hours beyond the stipulated time will be paid extra on pro-rata basis.
9. If a single tenderer is unable to supply thirty numbers of 10 Ton mobile cranes, BHEL reserves the right to split the hire from more than one source, to meet the tender requirements.
- 10. Tenderers who are having 10 Ton mobile cranes of seven or more with legal ownership can quote for the tender. Offers received from tenderers who are having less than 7 cranes will be rejected.**
11. The crew and crane worked in first shift shall not be engaged in the second shift except as the extended working in over time at the request of BHEL.

SIGNATURE OF THE TENDERER

GENERAL CONDITIONS AND INSTRUCTIONS TO TENDERER

1. Sealed Tenders for the above work are invited from Contractors having sufficient experience. Tenders must be addressed to the DGM/M&S after duly filling up of the annexure enclosed with required documents in a sealed cover by super imposing the tender enquiry number on the cover.

1.0 IMPORTANT NOTE:

The tender shall be submitted as three parts put in 3 separate covers, each cover shall be superscribed with the tender No, due date and the name of the work.

Cover-1 shall contain the EMD alone.

Cover-2 shall contain the technical bid (Page 1 to 14) and all relevant documents for the Vehicle as listed in Clause 02 of Special conditions to the tenderer.

Cover-3 shall contain only the price bid. (Page 15)

All the three covers shall be put in one single cover and superscribed with the tender number, due date and name of the work.

- 1.a. At the time of tender opening, covers containing EMD alone shall be Opened first. Technical bids of such of those tenderers who satisfy EMD requirements alone will be opened next. Price bids will be opened at a later date after evaluation of technical bids and the date & time of opening of price bid will be intimated to those tenderers who are technically qualified.
2. Sealed tenders will be received by DGM/M&S, M/s Bharat Heavy Electricals Ltd., Ranipet-6 up to 14.30 Hrs on 13.07.2010 in the prescribed form and will be opened on 13.07.2010 at 14.30 Hrs in the presence of such of those tenderers or their agents who may choose to attend, with an authorisation letter.
3. All entries in the tender documents should be in the same ink. Erasures and over-writings are not generally permitted. The tenderers concerned should duly sign in all correspondences and insertions of the tender documents (sign each and every page of the tender documents).
4. Tenderers should fill their rates clearly without any ambiguity in the blank spaces provided for this purpose in the Schedule of Rates enclosed along with other documents demanded in the tender.
5. Conditional tenders, tender containing absurd rates and amounts, tenders which are incomplete, otherwise considered defective, tenders not in accordance with the tender conditions are liable for rejection.
6. Tenders not submitted on the prescribed forms will be rejected.

SIGNATURE OF THE TENDERER

7. While quoting the rates, the tenderers are advised to carefully take into account all factors including any fluctuations of whatsoever in the market conditions, rates etc. No claim shall be entertained on this account after acceptance of the tender or during the currency of the contract.

8. The rates quoted in the tender shall remain valid for a period of three months from the date of opening of tender.

9. Every tender must be submitted with an Earnest Money Deposit of Rs.2,00,000/-(Rupees Two lakhs only) by way of CROSSED demand draft drawn in favour of “ M/s Bharat Heavy Electricals Ltd RANIPET” payable at State Bank of India, BHEL Project Branch (7013), MR Puram, Ranipet,632 406 . TAMIL NADU

10. NO INTEREST SHALL BE ALLOWED ON THE EARNEST MONEY.

Offers without Earnest money deposit will be rejected.

11 .The earnest money deposited by the successful tenderer will be retained by BHEL towards Security Deposit for the due fulfillment of the contract as per tender conditions.

12. .EMD given by all unsuccessful tenderers shall be refunded normally within 15 (Fifteen) days of acceptance of award of work by the successful tenderer.

13. If a tenderer withdraws his offer after submission of his tender or after acceptance of his tender, fails to provide the vehicle in accordance with the instructions of the DGM/M&S, the earnest money deposited by him will be forfeited to BHEL RANIPET and acceptance of his tender will be withdrawn.

14. .M/s Bharat Heavy Electricals Ltd, reserves the right to reject any or all the tenders received or accept any tender or part thereof without assigning any reason therefore.

15. .Tenders submitted by post should be sent through “REGISTERED POST-ACKNOWLEDGEMENT DUE”. These should be posted with due allowance for any delay in postal delivery. The tenders received after the due date and time of opening will be rejected without any further intimation to the tenderer

16. .Unless the Contractor whose tender is accepted, signs the contract agreement within seven days of the date of the order directing him to do so, the amount of EMD already deposited by him will be forfeited and acceptance of his tender withdrawn.

SIGNATURE OF THE TENDERER

17. SECURITY DEPOSIT

SECURITY DEPOSIT should be collected from the successful tenderer. The rate of security deposit will be as below.

- i) Up to 10 lakhs = 10%
- ii) Above 10 lakhs up to 50 lakhs = Rs. 1 lakh + 7.5 % of the amount exceeding 10 lakhs
- iii) Above 50 lakhs = Rs. 4 lakhs + 5% of the amount exceeding Rs.50 lakhs.

The security deposit should be collected before start of work to the contractor.

17.01. The 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) Security available from Post Offices such as National Savings Certificate, Kisan Vikas Patra 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).
- v) Bank guarantee from scheduled banks / Public Financial Institutions as defined in the companies Act. The bank guarantee format shall have the approval of BHEL.
- vi) Fixed Deposit Receipts 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 be also recovered at the rate of 10% from running bills. However in such cases at least 50% of the security deposit should be collected before start of work and the balance 50% may be recovered from the running bills.
- vii.a. In case of contract value does not exceed Rs.10 lakhs, work can be started before SD is collected. (However payment can be released only after collection/recovery of initial 50% security deposit)
- viii) EMD of the successful tenderer can be converted and adjusted against security deposit.
- ix) The security deposit shall not carry any interest.

SIGNATURE OF THE TENDERER

18 .The contractor's responsibility under this contract shall commence from the date of issue of LOI/WORK ORDER by BHEL.

19. (i) Should a tenderer or a contractor has a dependent/relative or in the case of a partnership firm, any of it's partners or dependents of partners employed in BHEL, the authority inviting tenders shall be informed of this fact at the time of submission of the tender failing which tender may be disqualified or if such fact subsequently come to light, the contract may be cancelled.

(ii) No BHEL employee and their dependents are eligible to submit their offer against this tender.

20. In the event of expiry or incapcitanace of a tenderer after submission of the tender, BHEL may at their discretion cancel their offer/quotation..

21. BHEL will not be bound by any Power of Attorney granted by the tenderer or on their behalf or changes in the composition of the firm made subsequent to the execution of the contract. They may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contract concerned.

22. If the contractor deliberately, gives wrong information in his tender or creates, conditions favorable for the acceptance of his tender, BHEL reserves the right to reject such tender at any stage.

23.Words imparting the singular number shall also deemed to include the plural number and vice versa where the context to requires.

24.The expenses for completing and stamping the agreement shall be to the contractor's account and to be carried out immediately as demanded by BHEL.

25.The general and special conditions of contract are complementary to each other and where there is a conflict, the special conditions shall prevail. In regard to matters not covered by the General or Special Conditions of Contract, those contained in the specifications approved by BHEL shall apply.

26.Tenderers shall not increase their quoted rates at any point of time.

27.Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.

28.The "GENERAL CONDITIONS AND INSTRUCTIONS TO TENDERERS AND SPECIAL CONDITIONS TO THE TNEDERER" shall be deemed to form an integral part of contract for the work to be entered into.

SIGNATURE OF THE TENDERER

29.The tenderer should be present if called for clarifications/negotiation. In case, the tenderer's authorized person is attending the call, such person should have the due authorization letter and he should be capable of taking spot decisions.

30.In case the addressee is not interested in submitting quotation, the addressee should return all the tender papers with a covering letter stating that he is not interested in this tender.

31.The tenderers can visit BHEL on working days during office working hours for any clarifications before submitting their offer.

SPECIAL CONDITIONS TO THE TENDERER

1. The crane offered shall be in good working condition. In case of tie ,if required by BHEL, the offered crane shall be produced before the BHEL's official for inspection at BAP/Ranipet. Preference will be given for latest model crane with better condition. BHEL's decision regarding acceptance or rejections of any crane(s) is final.

2. Photostat copies of the latest documents demanded in the questionnaire shall be sent along with the offer like RC, Tax,Insurance,Crane test certificate.

3. The crane is required for a period of one year (Twelve Months). The period of contract may likely to be extended subject to mutual agreement between BHEL and the Contractor. In case of such extension, the terms and conditions and hiring charges agreed already will remain same for the extended period also if not otherwise decided.

4. The reporting and releasing time for the crane is likely to vary as per the requirements of BHEL. During exigency if crane is engaged for more than 8 hours working ,for such increased hours of operations, pro-rata rate shall be paid as per BHEL norms. Any delay in the reporting time by the crane will attract penalty at the pro-rata market rate for similar facility/crane at that time.

5. No crane shall be allowed to be parked inside BHEL premises after the stipulated working hours.

6. The crane shall be reported in full readiness for the entire day's operation with sufficient fuel & other consumables with fitting crew. The crane & crew should be made available continuously throughout the contract period including Holidays and Sundays without any break according to BHEL requirement.

SIGNATURE OF THE TENDERER

7. The contractor should not sell /lease /sublet /release the crane & crew engaged under this contract for the entire contract period without prior written permission of BHEL. If the crane is put into use through lease, the same shall not be cancelled or allowed to be expired throughout the currency of the contract.

8. a) During the contract period, if the contractor is not able to provide the crane on any day or part thereof. Penalty charges (cost of alternative crane booked from open market) for full day's absence and pro-rata market rate for part of the days absence will be recovered from the contractor. In addition a penalty of Rs.250/- will be deducted additionally during absence period.

b) However during such absence contractor will be permitted to provide alternate crane in good working condition with prior permission of BHEL, in which case penalty as per clause 8(a) will not be levied.

c) If the contractor is not able to provide the crane originally offered for a continuous period of 15 days, BHEL reserves the right to terminate the contract and to take appropriate action against the contractor, including forfeiture of security deposit.

9. During the contract period the contractor shall maintain the crane always in good working condition to the fullest satisfaction of BHEL. BHEL reserves the right to terminate the contract in case they are not so maintained to the satisfaction of BHEL.

a) The contractor shall be responsible for obtaining necessary permit, comprehensive insurance policy, appropriate driving license etc, and complying with all the statutory requirements including labour laws that may be necessary in this respect. BHEL will not be responsible for any consequences out of any violation of rules or acts by the contractor. If BHEL is liable to pay any such amount due to violation of the relevant laws by the contractor the amount so paid would be recovered from the contractor or adjusted from his pending bills.

b) The contractor shall pay necessary taxes and keep the fitness certificate for the crane valid during the contract period.

c) The contractor shall check for exhaust emission test and obtain fitness of their crane once in 6 months to meet the statutory norms laid by TNPCB, without which crane will not be allowed in side the factory.

10) The contractor shall take comprehensive insurance cover including unlimited third party property damage cover for the crane during the contract period.

11) a) Proper trip register for crane as required by BHEL shall be maintained by the contractor's driver and the same shall be submitted to BHEL daily and all the time.

SIGNATURE OF THE TENDERER

b) It is the responsibility of driver to get filled the entire column in the trip register and got signed by the user and certified by the concerned department in charge. In case of loss of original trip register, BHEL reserves the right as not to entertain the claim. The Crew shall maintain discipline & good conduct. They shall keep conducive relationship with BHEL personal or their authorized representatives.

c) BHEL Security personnel shall check the cranes engaged as and when required.

12.a) For daily rental basis, the rate/day for Eight Hrs may be quoted. The quoted rate should be inclusive of all other fixed & variable expenses. Service tax if any shall be paid extra on production of relevant documents.

b) Payment will be made based on the actual no of hours worked as per trip sheet of cranes. (i.e. Pro-rata payment will be made for less than or more than eight hours working)

13) Bills as per statue shall be raised by the contractors once in a month and submitted in triplicate in the format given by BHEL. Duly verifying the trip register and date, payment will be made within 30 days or as per BHEL norms from time to time. Payment will be made through e mode for which the contractor has to agree and submit the required information as per questionnaire 2. No advance in any form is payable by BHEL.

14) BHEL reserves the right to set off the amounts due from the contractor against their dues payable to the contractor either under this contract or any other contract.

15) During the contract period BHEL reserves the right to terminate the contract without assigning any reason by giving 15 days notice to the contractor.

16) BHEL reserves the right to reject any offer without assigning any reason whatsoever.

17) The contractor has to bring lifting tackles for handling 10Tons load, which is to be approved by BHEL competent authority. Lifting tackles required for handling BHEL typical jobs shall be provided by BHEL on free of cost. In case of damage / loss to the special lifting tackles & tools issued by BHEL, cost of the same will be recovered from the contractor as per BHEL norms & policy.

18) The offer should be submitted along with the duly filled Questionnaire 1 & 2

19. The contractor shall follow all statutory requirements enforced by State Government like PF, ESI, Insurance cover for their employees etc., While quoting rates, the above factors shall be taken into consideration.

20. Statutory deductions like IT etc will be deducted from contractors payment as required by law.

SIGNATURE OF THE TENDERER

QUESTIONNAIRE. 1

- 01.Name of the Tenderer }
02.a)Address for Communication }
 b)Telephone, Cell No.if any }
03.Details of experience in running 10T }
 Mobile Crane(Copies of previous and }
 present orders executed shall be enclosed }
03 a. No.of cranes owned by the tenderer }

04.Registration No.of the 10T Mobile crane }
(Details to be enclosed as annexure) }
05.Name and address of the Registered Owner}
(Details to be enclosed as annexure) }
06.Make,Model of the 10T Mobile Crane and }
 date of first registration }
07 a) Name and address of the Insurance Co. }
 b)Comprehensive Insurance Policy No }
 c)Date of expiry of policy }

08.In case of cranes not in the name of tenderer,
but maintained under power of attorney/
lease agreement
the copy of the same is to be enclosed.
Original has to be submitted for verification
when demanded.
If copies are not enclosed ,the tender is liable
for rejection.
09. .a)Name of Driver }
 b)Driving Licence No }
 c)Validity of the driving licence }
 d) Number of years of experience in handling }
 crane }

SIGNATURE OF THE TENDERER

Page-11

10. Date of expiry of FC }

11. Date of validity exhaust emission certificate }

12. Details of the lifting tackles with fitness }
Certificates issued by the competent authority

13. Details of EMD enclosed:

E M D for Rs.2,00,000/- (Rupees Two lakhs only)

Enclosed vide/DD-No: _____ Dtd- _____
Payable at SBI/BHEL Project, MR.Puram, Ranipet-6. (Code No:
7013)

14. Contractor is requested to enroll for SERVICE TAX registration if not already done and mention Service Tax Reg.No.

15. Acceptance for payment through e mode submitted as per Questionnaire 2

SIGNATURE OF THE TENDERER

SAFETY PRECAUTIONS

1. The Contractor must inspect the area of work to decide the safety precautions necessary for executing this contract.
2. Whenever people work at height more than six feet, platform shall be provided or the workers shall wear safety belt to avoid fall from the height.
3. Wherever any area declared dangerous, the workers shall not be allowed to work till a written clearance is obtained from appropriate authorities.
4. No material of any kind shall be dropped or allowed to be dropped from any height.
5. Defective ladders shall not be used at all.
6. Inflammable materials shall not be stored near places where the sparks are likely to occur.
7. The necessary safety equipments such as gloves, boots, helmets etc must be issued to the workmen and strictly to be used while carryout the work.
8. If the contractor's workmen are found to be violated the safety precautions, punitive action will be taken by withholding a sum of Rs.500/- to Rs.1000/- from the contractor bill for each violation.
9. The working area shall be kept clean and free from all obstructions.
10. All temporary electrical connections shall be properly earthed, insulated and periodically checked.
11. The contractor should arrange WORKMEN COMPENSATION/ INSURANCE POLICY covered for all his workmen. A copy of the policy has to be submitted be before commencement of work.
12. All safety precautions are to be taken by the contractor at his cost.
13. These safety measures shall be deemed to form an integral part of the Work Order/ Agreement.

SIGNATURE OF THE TENDERER

Particulars	YES / NO.
SERVICE TAX	
Service Tax Registration No. of Vendor/Contractor (copy enclosed)	
Issue of Service Tax Invoice as per Rule 9 of Cenvat Credit Rules 2004	
Whether Vendor/Contractor is taking Service Tax Credit for their Inputs	
Service is provided under which Service Head	
If Service Tax is Exempted, furnish Reasons	

BHEL Service Tax Registration No.(Indicate this in your Invoice):AACB/4146/PST/008

--

INCOME TAX

PAN No. of Vendor	
If Exempted furnish Exemption Certificate	
PAN No. of BHEL	:AAACB/4146/P
WC ST	
CST Registration No.	
VAT Registration No.	
Whether Vendor/Contractor is availing VAT Credit	
If Exempted, furnish Reasons	
NOTE:	

1. Rates Quoted shall be clearly indicated whether they are INCLUSIVE or EXCLUSIVE of specific Taxes & Duties. Otherwise generally it is presumed that the rate are inclusive and contractor has to issue invoice accordingly. Service tax shall be quoted as extra.
2. Payments will be made only through e-payment to your account. No.Cheque payment will be issued.

	<u>Vendor/Contractor</u>	<u>BHEL</u>	
Name & Address			:
BHEL,BAP,Ranipet-632406			
<u>Details of Bank Account:</u>			
Centre		RANIPET	
Name of the Bank		S.B.I.	
Branch Code & Name		7013 Mukundarayapuram	
Account Number		10664849171	
Type of Account		Cash/credit	
Beneficiary's Name		BHEL, Ranipet	
IFSC Code of the Branch		SBIN0007013	

Vendor/contractor has to submit Banker's Certificate as per the format specified by BHEL at the time of award of work

Agreed for the Above conditions

Contractor Signature

THIS PAGE IS EMPTY

SCHEDULE OF RATES

SI No	Description	Rate/Crane/Day (A)	Service Tax Amount (B)	Total amount Including service tax(A+B)
01	Rental charges for hiring of one no.of 10T mobile crane for 8 hrs operation in a day. Rental charges should be inclusive of charges for one crane operator, two Riggers, Lifting tackles, Diesel, Oil etc (Rate shall include all variable and fixed cost)			
02	Number of cranes owned& offered (To be filled by the Contractor)- Minimum Seven cranes shall be Owned by the contractor.			
03	Number of cranes offered through right to use supported by Lease agreement.(To be filled by the Contractor)			
04	Service Tax Regn. No.			
05	Applicable rate of Service Tax			

Note: 1. No other taxes & duties extra will be paid through out the tenure of the contract.

2.Service tax at actual will be reimbursable against documentary evidence.

SIGNATURE OF THE TENDERER
