



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

भारी बिजली उपकरण संयंत्र, रामचंद्रपुरम, हैदराबाद - 502 032. (भारत)

BHARAT HEAVY ELECTRICALS LIMITED

Heavy Power Equipment Plant, Ramachandrapuram,
Hyderabad - 502 032. (INDIA)

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(COMMON MATERIALS MANAGEMENT - STORES)

Ref. No. : MGR/CMM/12 ST-MC/2015-16

Date: 26.10.2015

TENDER NOTICE

Name of the department : (Common Materials Management - Stores)
Tender Reference No.6 : MGR/CMM/12 ST-MC/2015-16, Dt: 26.10.2015
Name of the work : Hiring of Mobile Crane (12T capacity) for material handling in 12 Stores for the year 2015-16

Sealed tenders in two part bids (Techno commercial & Price bid) in sealed covers,, subscribing the Tender Notice Number & name of the work are invited by DGM, Vendor Complex, Beside Administrative building, **M/s. BHEL, Ramachandrapuram, Hyderabad-502032** from the bidders satisfying the Pre-qualification requirements indicated and will be opened by the undersigned or his nominee at at vendor complex near Admn. Bldg, BHEL Ramachandrapuram, Hyderabad in the presence of bidders or their Authorized agents.

1.	Name of work	:	Hiring of Mobile Crane (12T capacity) for material handling in 12 Stores for the year 2015-16 (100 Operations)
2.	Sale of Tenders	:	31.10.2015 to 24.11.2015 0900 Hrs. to 1400 Hrs.
3.	Last date for receipt of tender	:	25.11.2015 - 1100 Hrs.
4.	Date and time of tender opening	:	25.11.2015 - 1330 Hrs.
5.	Period of contract	:	12 Months from the date of awardal of contract.
6.	Estimated Value of work	:	Rs. 319000/-
7.	Earnest Money Deposit (EMD)	:	Rs. 10000/-
8.	Cost of the tender document (Direct Purchase from BHEL/ downloaded from web)	:	Rs.500/- (if purchased from BHEL) (Non Refundable) Rs.300/- (downloaded from web) (Non Refundable)

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

MANAGER/CMM-12 Stores

To:
M/s

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1.0 PREQUALIFICATION 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 fail to submit the figure (s) for 3 years, non-submitted year will be considered as “0” (Zero) for averaging the turnover. In the 3 years turnover, previous year turnover is compulsory.
- 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:
 - a) 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
 - c) One similar completed work costing not less than the amount equal to 80% of the estimated cost.
 - d). 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) Valid ESI Code Number and P.F. Code Number.
- iv) It is required to furnish VAT registration certificate issued by Commissioner, Commercial Taxes, TS Govt., and Service Tax registration certificate in respect of all works.
- v) PAN No. (In case not available, proof of having applied with acknowledgement from concerned authority).

2.0 INSTRUCTIONS TO TENDERER

A) The tenderers should submit their offer in two part bid as mentioned below:

- a) Techno Commercial Bid consisting of Annexure-I and Annexure-II duly signed on all pages.
- b) 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 25.11.2015 by 11:00 Hrs. BHEL is not responsible for any postal delay. The quotations will be opened at 1330 hrs. on 25.11.2015 at vendor complex near Admn. Bldg, BHEL Ramachandrapuram, Hyderabad in the presence of tenderers or their authorised agents.

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

- Supply of Mobile Crane 12T Capacity on Rate Contract Basis for a period 100 days during 2015-16
- From address
- To address
- Tender opening date
- Tender Reference No. / Date

B) The bidders shall submit following documents mentioned below along with techno-commercial bid.

- (i) Documental proof of possession of vehicle Registration on the name of tenderer or lease agreement as the case be
- (ii) Latest pollution clearance certificate
- (iii) Comprehensive Insurance
- (iv) EMD (Earnest Money Deposit) for Rs.10,000/-.

C) Offers without EMD will not be considered. No correspondence in this regard will be entertained by BHEL.

The Contractors who are having one time EMD certificate shall submit copy of the certificate towards exemption for payment of EMD for the work.

No interest on EMD will be paid by BHEL

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DISCREPANCY IN WORDS & FIGURE QUOTED IN PRICE BIDS:

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

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

ANNEXURE-I

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 100 DAYS FROM THE DATE OF AWARDAL OF CONTRACT.

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 operation (per day) basis should be quoted 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 100 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 (if req.).
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 120 days 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.

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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 100 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.

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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 misbehaviour, 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.10, 000/- (Rupees Ten 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 i.e., Annexure-II in a separate sealed cover superscribing 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

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

- i) Cash (as permissible under the Income Tax Act)
- ii) Pay Order, Demand Draft in favour of BHEL
- iii) Local cheques of scheduled banks, subject to realization.
- iv) Securities available from India Post such as National savings Certificates, Kisan Vikas Patras etc.
- v) Bank Guarantee from scheduled Banks / Public Financial Institutions as defined in the Companies Act subject to a maximum of 50% of the total security deposit value. The balance 50% has to be remitted either by cash or in the other form of security. The Bank Guarantee format should have the approval of BHEL
- vi) Fixed Deposit Receipt issued by scheduled Banks / Public Financial Institutions as defined in the companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.
- vii) Security Deposit can also be recovered at the rate 10% from the running bills. However in such cases at least 50% of the Security Deposit should be deposited before start of the work and the balance 50% will be recovered from the running bills.
- viii) EMD of the successful tenderer shall be converted and adjusted against the security deposit.

Note: Acceptance of Security Deposit against Sl. No. (iv) and (vi) above will be adjusted to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.

- 34 Failure by the successful tenderer/bidder to deposit the security deposit amount as mentioned above within the stipulated time, which will include any extension that may be granted by the authorities, will render his earnest money deposit liable to forfeiture and his tender shall be consider as withdrawn. Security Deposit shall not be refundable to the contractor except in accordance with the terms of the contract.

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35 The Security Deposit will be released along with the final bill or after completion of maintenance period for the work, whichever will be later, subject to the condition that nothing is outstanding against the Contractor.

36 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 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.200/- 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.

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47. The rate for each item shall be reasonable and not unbalanced / impracticable. In case BHEL come across any unbalanced / impracticable rates i.e. 10% or less than 10% estimated value, Tenderer / Bidder may require to furnish detailed analysis to justify the same. If after its examination, BHEL still feels the rates are unbalanced / impracticable, BHEL may ask the tenderer for additional Performance Security or other safeguards to protect BHEL / Employer's interest against financial loss which may occur to BHEL on account of such unbalanced / impracticable rates, failing which the tender submitted by the tenderer, shall be liable to be rejected by the BHEL, who may award the Contract to any other tenderer.

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.

SAFETY:

- (i) All safety equipment such as safety belts, helmets & other equipment (as required for this work) are to be positioned by the contractor & used as per requirement.
- (ii) Any casualty or damage caused to the property or person by any untoward incidents while executing this contract will be at the contractors risk & cost.
- (iii) Violation of applicable safety, health & environment related norms, a penalty of ₹5,000.00(Rupees Five thousand) per occasion shall be imposed.
- (iv) Violation as above resulting in any physical injury a penalty of 0.5% of the contract value shall be imposed (maximum of ₹20,000.00) per injury in addition to ₹5,000.00 as mentioned above.
- (v) In case of fatal accidents, a penalty of 1% of the contract value (maximum of ₹10,00,000.00(Rupees Ten lakhs) per fatality in addition to ₹5,000.00 as mentioned above.

FAILURE TO COMPLY WITH CONTRACT

- i) Notwithstanding anything contained in any other clause, BHEL reserves the right to terminate the contract due to any failure on the part of the Tenderer in discharging his obligations under the contract or in the event of his becoming insolvent or going into liquidation. The decision of the BHEL about the failure on the part of the Tenderer shall be final and binding on the tenderer.
- ii) In case of any damage to the existing building, structures, materials, tools, furniture and fixtures, machines etc., caused from contractor's end directly or indirectly, the cost of its repairs or replacement will be recovered from the contractor. If there is any work stoppage in any area of the Plant due to the fault of the contractor, the contractor is liable to compensate the same.

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- iii) In the event of any failure on the part of the tenderer, BHEL shall have the right without prejudice to any other right or remedies, to get the work done through any other agency and the Tenderer shall be liable to compensate BHEL for any losses on this account. The additional cost, loss, if any incurred by BHEL will be recovered from the bills, security deposits, other dues, directly from the Tenderer or by initiating appropriate legal action.

LAWS GOVERNING THE CONTRACT

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

LEGAL JURISDICTION:

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

DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR:

- a) The duties, responsibilities and obligations of the contractor including statutory responsibilities mentioned in this document are indicative and not exhaustive. Contractors are required to confirm with the concerned authorities for proper and complete compliance.
- b) The contractor will abide by the provisions of Child Labour (Prohibition & Regulation) Rules 1988. He should issue appropriate Appointment Letter to his Workmen.
- c) The following documents / forms under Contract Labour (Regulation & Abolition) Act 1970 and relevant rules therein shall be maintained by the contractor: **(as applicable)**

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- (i) A notice showing the wage period and date of disbursement of wages to be displayed at the place of work and a copy sent by the contractor to the HR Department (Rule 75).
 - (ii) A register of workmen Form XIII (Rule 75)
 - (iii) Employment card Form XIV (Rule 76)
 - (iv) Service Certificate Form XV (Rule 77)
 - (v) Muster Roll, Wage Register, Deductions Register, overtime Register Etc.
 - (vi) Half yearly return to be sent (In duplicate) by the contractor to the licensing officer. Form – XXIV (Rule 82 (I)) with a copy to HRM Department regularly.
 - (vii) All statutory registers and records shall be preserved in original for a period of Ten years and should be made available even after the contract is over for verification.
- d) The contractor shall comply with the provisions of Contract Labour (R & A) Act 1970 including provisions relating to welfare and Health facilities as provided under the Contract Labour (R& A) Act 1970 and relevant rules.

Notwithstanding anything contrary to this, in the event of accident, the contractor shall be required to submit accident / injury report to the concerned authorities with a copy of the same to the designated BHEL Executive immediately and ensure the compliance of the applicable insurance agency ESI Act and rules made therein.

- e) The workmen of the contractors shall wear uniform while attending duty in BHEL campus. The uniform shall be provided by Contractor to his workmen. The Contractor/his authorized representative shall ensure wearing of the Uniform by his workmen in the BHEL premises.
- f) The liability for compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
- g) The contractor shall follow safety rules and regulations as per provisions of Factories Act 1948, and Rules at his own expense and arrange for the safety provisions as appended to these conditions or rules framed by the government from time to time.
Refund of Security Deposit: Security Deposit of contractor will be refunded only after the expiry of the contract period and based on the certification of successful completion of the contract by the concerned Officials / department and submission of an Undertaking from the contractor, that in case of Claims from any of the statutory authorities, the same would be indemnified by the Contractor.
- h) The Contractor shall be required to deposit Service Tax as applicable as assessed by Central Excise Authority (Service tax ell) Hyderabad before 15th of the following month, if same is applicable as per rules in force from time to time. The amount so spent can be claimed from BHEL after submitting the proof of the same.
- i) Contractor shall inform his PAN to BHEL. Income tax as applicable will be deducted at source by BHEL from the bills of contractor.

- j) All the Registers and Records, forms, Notices maintained under the relevant Acts and Rules should be produced on demand before the Inspector or any other authority under the Act, failing which the contract may be terminated without any notice.

BHEL shall be indemnified against all losses, Claims, prosecutions etc. under any law.

- k) The contractor shall promptly furnish all information and document required by BHEL authorities for the purpose of complying with the responsibilities of Occupier of the factory and shall render all the necessary assistance for the same.
- l) The contractor will maintain proper discipline of his workmen and will ensure that his workers do not cause any loss or theft or damage to any company's property. The contractor will also be responsible for the good conduct of his workmen.
- m) The contractor shall ensure and maintain uninterrupted progress of the work in accordance with instructions given to him on behalf of BHEL from time to time.
- n) In case the contractor makes default in commencing the work within the time specified by BHEL without any reasonable cause, disputes any of the terms and conditions of the contract or refuses to execute the contract or any part thereof at any stage, the contract shall, without prejudice to any other right or remedies available to BHEL, be liable to be cancelled / terminated in part or in whole. In the event of such cancellation / termination of contract, the contractor shall be liable; to compensate BHEL for all losses incurred by BHEL including the loss suffered on account of having the work executed through any other contractor or department as may be convenient to BHEL, in accordance with the exigencies of the work. In case only a part of the contract is cancelled, the remaining portion of contract may be allowed be executed by the contractor.
- o) Whenever any sum of money is found to be recoverable from or payable by the contractor, the same will be deducted from any sum that may due or which at any time there after becomes due to the contractor under this contract or under any other contract or from his security deposit. In case the recoveries are not complete even after such deduction, the contractor shall pay the same or the balance thereof from the security deposit. The contractor shall immediately thereafter pay such further sums as may be required to replenish the shortage caused by such recoveries in the amount of security deposit.
- p) During the currency of contract, if the contractor is awarded any other job work contract in BHEL, the contractor will have to inform the designated BHEL official before accepting the other work.
- q) In case of failure on the part of the contractor to execute the work awarded to him within the stipulated time, the sum equivalent to the EMD as per BHEL Works Policy shall be forfeited as per the Undertaking provided by tenderers, after a week's notice issued by the awarding officer and BHEL may in its discretion award the contract to any other party.
- r) In case of any extra work executed by the contractor, the contractor will be paid on pro-rata basis.

- s) All the Terms and Conditions as mentioned in Work Order will also form a part of the Agreement.
- t) The contractor shall be responsible for observance of local laws, employment of personnel, payment of taxes etc. As far as possible, workers shall be engaged from the local areas in which the work is being executed.
- u) The contractor shall be wholly responsible for the behavior of the workmen at the work place and outside, in the BHEL premises.
- v) The contractor shall be responsible for safe custody of BHEL's property like materials, tools etc., entrusted to him and if necessary arrange insurance at his own expense.
- w) The contractor shall be responsible to make good and rectify at his own expense any defect, which may develop or may be noticed within the period of the contract.
- x) BHEL shall be entitled to recover any payment made on behalf of the contractor under any law or otherwise.
- y) BHEL Officer In-charge shall have the right to stop the work at any stage or at any time by giving the contractor seven days' notice in writing.
- z) **ARBITRATION:** All disputes arising in connection with the contract shall be settled by mutual consultation. If no agreement is reached the dispute shall be settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules made there under, the dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of the Unit/his nominee as per the extant rules of the Company read with the provisions of The Arbitration and Conciliation Act, 1996 and amendments thereto. The award of the arbitrator shall be final and binding on both the Parties. The venue of the Arbitration shall be Hyderabad in India. The Award to be given by the Arbitrator/Arbitral Tribunal shall be a speaking award. All questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of Sangareddy Courts.

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 in correct 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 25.11.2015 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 25.11.2015 at 1330 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.

CONTRACT WORK DESCRIPTION:**SCHEDULE 'A'****No. of persons required to be deployed on daily basis:**

- a. Unskilled worker: --- 2 No's,
b. Skilled worker: --- 1Nos.

Sl No	Activities	Remarks (Breakup of No. of persons to be deployed for each activities daily)
1.	Separating the pipes, size wise/ specification wise received from the suppliers as bulks, keeping them, size wise at different places.	2 USW + 1SW
2.	Unloading of bigger size pipes and positioning them at different locations.	
3.	Loading of bigger size pipes onto lift and shift or other transport vehicles for further movement to shops or to subcontractors.	
4.	Segregation of mixed lots, and to take care of contingency requirements, in scrap disposal stores, collection cell etc.	
5.	Pipes are being stored at different places having no gantry facility, forcing the usage of mobile crane invariably.	

Signature and Seal of the Transporter

PART - A
TECHNICAL BID - I

Tender Reference No.6 :MGR/CMM/12 ST-MC/2015-16, Dt: 26.10.2015

Date :

Details of the Contractor:

a) Name and address of the Firm:

b) Name and address of the proprietor:

c) Is any contract being operated under the control of the tenderer in BHEL . Yes / No

(If yes furnish the details) :

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

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

(If yes Furnish the detail)

Name	Staff no	Location / Area

Signature of the Tenderer

Date :

Signature and Seal of the Transporter

Annexure II**TECHNICAL BID - II**

01	ESI Code No. (enclose copy of ESI code allotment letter of ESI authority)	
02	PAN No.	
03	PF Code No. (enclose copy of PF code allotment letter of EPF authority)	
04	Service Tax Registration No.	
05	Banker's Name & Address	
06	Bank A/C No. & Branch	
07	Have you quoted rates for all the activities, as indicated in the price bid (Part – B)	YES / NO
08	Financial Turnover for preceeding three years duly certified by qualified Chartered Accountant: ex.:2012-13, 2013-14 & 2014-15	
09	Any other comments	

Note:

- I. Photocopy in support of above wherever applicable should be attached.
- II. Please note that if answer of Sl No.01, 03, 07 or 08 is not available or 'No' then the bid is liable to be rejected.

Signature of the Tenderer
Date:

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

Signature and Seal of the Transporter

SPECIAL TERMS & CONDITIONS OF CONTRACT

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

ANNEXURE - III

PRICE BID

Nature of Work: Supply, Operate & Maintain Mobile Crane 12T Capacity
on Hire basis for **100 operations** (days) during the year 2015-16.

Estimated Rate: Rs. **3190/operation**

S. No.	DESCRIPTION - CAPACITY MOBILE CRANE	RATE/Operation	
		(In Figures)	(In Words)
1	Rate per operation for 12 T Capacity Mobile Crane.		

**** One Operation = One day**

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

Note:

- Bidders can quote their rate **more or less or at par** with the estimated rate.
(i.e., Rs. 3190/operation)
- Please quote rate up to two decimal places.
- In the event of two or more bidders becoming L1, contract will be awarded based on lottery

Name of Contactor : _____

Addresses : _____

Cell No. : _____

Land Line No. _____

EVALUATION OF PRICE BID:

- Evaluation of the L-1 offer shall be computed on overall lowest cost to BHEL basis.
- In the event of two or more tenderers becoming L1, the said tenderers would be called for negotiation and will be instructed to submit fresh price bid offers. Further, in the event of two or more tenderers becoming L1, the selection of the tenderer for the purpose of awarding contract will be on the basis of LOTTERY to be held in presence of representatives of L1 tenderers.
- Contractor shall take total care to educate himself to know the prevailing wages payable to contract labour in BHEL RC puram and quote rates taking into account all aspects of contract.
- In the opinion of the tender committee, that the rate quoted by the L1 contractor is not viable, the tender committee shall reject the tender of such L1 contractor and go for next lowest bidder. In case the rate of next lowest bidding also not viable the tender committee shall cancel the tender and advise for fresh tender.

Signature and Seal of the Transporter