

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

**M&S – P&C**

Phone No. 040-23182532

email: [manohar@bhelhyd.co.in](mailto:manohar@bhelhyd.co.in)

Tender Notice No: M&amp;S/P&amp;C/2016/76

Dt.01.11.2016

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

1	Name of the work	:	Hiring of 80Ton capacity trailer for 8hr operation in a day (including driver, fuel and maintenance costs)
2	Earnest Money Deposit	:	Rs. 700/-
3	Estimated Cost	:	Rs. 33,360 + Service Tax
4	Cost of Tender Documents	:	Rs.250/- (non-refundable)
5	Tender Sale start Date	:	01-11-2016
6	Tender Sale Close Date	:	21-11-2016 – 14.00 Hrs
7	Last Date of receipt of tenders	:	22-11-2016 – 10.00 Hrs
8	Date & time of opening of tenders	:	22-11-2016 – 1330 Hrs

Name &amp; Address of the contractor:

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

Signature of Contractor

## **PRE QUALIFICATION REQUIREMENTS**

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

- i) Average annual financial turnover during the last 3 years, ending 31st March of the previous financial year (should submit balance sheet & P&L account for last 3 years – preferably certified by Chartered Accountant), should be at least 30% of the estimated cost. Further, the tenderer fails to submit the figure (s) for 3 years, non-submitted year will be considered as “0” (Zero) for averaging the turnover. In the 3 years turnover, previous year turnover is compulsory.
- ii) Particulars of experience / credentials for the works executed of similar nature in the last 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.

### **Similar work Means : Supply of Trailer of 80Ton capacity or more**

- iii) “The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms shall be rejected. The list of banned firms is available on BHEL website [www.bhel.com](http://www.bhel.com)”.
- iv) PAN No. (In case not available, proof of having applied with acknowledgement from concerned authority).
- v) Service Tax / VAT registration copy. (whichever is applicable).

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**General:**

BHEL, RCPuram, Hyderabad intends to hire 80Ton capacity trailer required for one day - 8hr operation as per production requirement (including driver, fuel and maintenance costs with **crew irrespective of number of job movements**)

1. The no. of operations required as mentioned below.

#	Trailer capacity	No. of operations	Estimation Rate in Rs.	Estimation amount in Rs.
1	80 Ton	1	33,360	33,360

- One operation means one trailer working day with crew.

2. The Trailer should be in good working condition. The supply ,operation and maintenance will be under contractors scope
3. Contractors shall submit all documents at the time of supply of Trailers .
4. The amount of Security Deposit should be paid 5% of the order value before commencement of work.
5. Techno-commercial bid consisting of Annexure – I and Annexure II duly signed on all pages along with DD's original for Rs.250/- (Tender documents) & EMD as mentioned above.
6. Price bid duly filled in & duly signed consisting of Annexure – III

The above two bids are to be placed in separate covers duly sealed. The cover for Techno-commercial bid should be super-scribed as “Techno-commercial bid for Hiring of 80T Trailer for one day 8hr operation ” and Price bid shall be super-scribed as “Price bid for Hiring of 80T Trailer of one day 8hr operation”

Both the above two envelopes shall be kept into another sealed cover. The cover shall be super-scribed with “Quotation for Hiring of 80T Trailer for one day 8hr operation” and shall be sent to **Tender Box, Vendor Complex, Admn. Bldg. Bharat Heavy Electricals Limited, Ramachandrapuram, Hyderabad – 502032.**

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

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**ANNEXURE-I**

Terms & conditions for entering into rate contract for **“Hiring of 80T Trailer, for one day 8hr operation”** on rate contract basis for the use of BHEL, RCPuram, Hyderabad – 502 032.

1. Contractor shall provide Trailer (along with driver having valid license) till the end of the contract period.
2. The Percentage of Excess/Less/on par is to be quoted on estimated Rate/amount in Annexure III.
3. The requirement of Trailer(s) will be intimated one day in advance and trailer(s) should be kept in operation without fail.
4. Once the contract is finalized, the Trailers(s) should be ready for supply as per the instructions by the Sr.DGM/M&S(Cranes,Int.Tpt)
5. All the offers received will be scrutinized and only the technically qualified offers will be considered. Technically not qualified offers will be rejected.
6. All entries in the tender should be clearly written in ink and all corrections are to be duly attested by the tenderer.
7. Issue of tender documents does not mean that the bidder fulfills 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. The contractor will take comprehensive insurance for the vehicle at his own cost.
10. Quotation should be valid for a period of three months from the date of opening of Techno Commercial Bid.
11. No other person except Contractor's authorized representative will be allowed in BHEL premises.
12. Contractor is solely responsible for the payment of wages/salaries and allowances to his personnel. BHEL will have no liability whatsoever in this regard.

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13. Within BHEL premises, the contractor's personnel should not do any work other than their normal duties.
14. The contractor shall make available relief Trailer immediately in the event of any breakdown or accident. Such relief Trailer will be subject to the same conditions of maintenance and compliance with statutory requirements as those covered by the contract.
15. The breakdown/overhauling/preventive maintenance hours will not be counted in hours of operation.
16. The Transport contractor should obtain at his own cost, all required permits, licenses, pollution certificate etc., and its renewals for running his Trailers 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 Trailer, alternate arrangement will be made by BHEL and the extra cost incurred will be recovered from the transport contractors pending bills or from security deposit. .
18. Transport contract is fully responsible for safe material handling.
19. The contractor is directly responsible for injuries/death of occupants or other users arising due to accident or otherwise of Trailers 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 Trailer arising out of accident of the Trailer for performing the contractual obligations.
20. 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 property caused by his negligence or negligence of his employees while on operation 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

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- 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 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 wherever required to do so by BHEL or Govt. officials authorized under law, produce for inspection all forms, register and other papers required to be maintained under various statutes.
21. 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.
22. BHEL reserves the right to refuse/cancel the tender at any stage without assigning any reason with a notice period of 30 days.
23. 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.
24. The rates quoted shall remain valid for entire contract period.
25. An amount towards EMD shall be paid by demand draft drawn in the name of "**Bharat Heavy Electricals Limited**" payable at Hyderabad and shall be enclosed to the techno-commercial bid. No interest will be paid on EMD. The EMD is returned to the unsuccessful bidder only after one month from the date of finalization of tender.

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26. EMD – Earnest Money Deposit will be forfeited in case of the following:

- a. On withdrawal of the bid or increase in rates or changes in the bid conditions after opening of tender.
- b. On refusal to enter into a contract after the contract is awarded.
- c. In case of cheating, committing frauds, providing false information during any stage of tender process.
- d. If the successful tenderer does not commence the service from the date indicated in Letter of Intent (LOI).

27. 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.

28. Successful tenderer shall pay a Security Deposit as per the works policy 2016 of the overall contract value as

- a. Cash (as permissible under income tax act)
- b. The successful tenderers EMD paid will be converted and adjusted into Security Deposit.
- c. Minimum 50% of the Security Deposit amount should be paid by Cash or Demand Draft at the time of agreement and before commencing the contract, balance 50% to be recovered from Monthly bills to the Maximum of 5% of the Total Contract value.
- d. The Security Deposit will not carry any interest and will be paid after successful completion of contract to BHELs satisfaction.

29. The transport contractor shall submit his bills on 5th day of the following month. The trip will be authorized by the Sr.DGM/M&S(Cranes, Int. Tpt). In case the bills are not submitted by 5th of the following month, these bills cannot be settled in the month in which the bills are received. All payments will be made only in the name of the party on whom order is placed.

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

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

Signature of Contractor

include the contractor's authorized agents, who are entrusted with the work by contractor.

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

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

Trailers

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**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.	<p>Bidders are required to submit the offer in two parts.</p> <p>I) Techno-commercial bid along with un-priced bid</p> <p>II) Price bid.</p> <p>Each bid shall be kept in separate envelopes, which should be properly sealed. Both envelopes shall be put together in a large envelope and shall be submitted to concerned official at Vendor Complex as per the tender date and time.</p>
3.	Bidders are required to ensure that all columns of the bid are duly filled in. If any incorrect rates or unusually low rates are mentioned the offer shall be rejected and no correspondence will be entertained in this regard.
4.	The techno-commercial bid should accompany the Demand Draft for Earnest Money Deposit and cost of tender document along with other relevant supporting documents. In case of non-submission of Earnest Money Deposit/ Document cost along with the technical bid, the offer is liable to be rejected.
5.	Bidders are required to submit duly filled in tender documents before 1000 hrs as mentioned earlier at Vendor Complex, Administrative Building (BHEL).
6.	The techno-commercial bids will be opened on the same day as mentioned earlier at 1330 hrs at Vendor complex, BHEL, RCPuram.
7.	Bidders or bidder's representatives may attend the tender opening on the above mentioned date, time and place. No separate intimation will be given to bidders.
8.	L1 party would be decided based on the 'basic rate'. However, negotiations will be carried out if Rate quoted by L1 party is greater than our estimation.

**ANNEXURE -I I**

Techno commercial bid for “Hiring of Trailers (20Ton, 30Ton and 50Ton) capacity for a period of one year from the date of LOI”

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

#	Description	Contractors response
1	Name of contractor/contact person	
2	Address	
3	Name of Job work	Hiring of 80Ton Trailer for one day 8hr operation as per production requirement
4	Tender notice No. & Date	M&S/P&C/2016/76 Dt.01.11.16
5	Details of EMD	
6	Document cost details	
7	PAN No.	
8	Service tax regn. details	
9	Submitted Valid driving license	Yes/No

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**PRICE BID****ANNEXURE - III**

Price bid for "Hiring of 80Ton Trailer for one day 8hr operation" ( One operation = one Trailer working day with crew irrespective of number of job movements)

Sl. No.	Description			
		Rate per operation	No. of operations required	Estimated Amount
1	Hiring of 80Ton Trailer	Rs. 33,360/-	1	Rs.33,,360/-
Total Est . value				Rs.33,360/-

**Total Estimated value is Rs, 33,360/- (excluding of Service Tax)**

Tender Charges in %	in figure	in words
Excess		
Less		
At par with estimation		

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