

BHARAT HEAVY ELECTRICALS LIMITED
RAMACHANDRAPURAM – HYDERABAD – 502032
M&S –P&C SECTION

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Tender Notice No: M&S/P&C/2016/110 Dated: 07.02.2017

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 12Ton Hydra Cranes (3 No's) for a total of 675 operations for 1 year
2	EMD	:	Rs. 38,000/-
3	Cost of Tender Documents	:	Rs.500/- (non-refundable)
4	Estimated cost	:	Rs.18,94,725/- + service tax
5	Tender Sale start Date	:	27.02.2017
6	Tender Sale Close Date	:	17.03.2017 – 1400 Hrs
7	Last Date of receipt of tenders	:	18.03.2017 – 1000 Hrs
8	Date & time of opening of tenders	:	18.03.2017 – 1330 Hrs

Name & 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 the Contractor

Page 1 of 17

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 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) “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 firm shall be rejected. The list of banned firms is available on BHEL website www.bhel.com”.
- iv) PAN No. (In case not available, proof of having applied with acknowledgement from concerned authority).
- v) Service Tax registration copy.
- vi) **Similar work means : “Supply of Hydra Cranes”**

General Requirements:

1. BHEL, RCPuram, Hyderabad needs 3 No's of 12 Ton Hydra mobile cranes (2008 or later model(s)) for material movement with in factory area official use along with driver and cleaner @8hrs/day for 1 year (675 operations) as mentioned below.

Sl.no	Type	Qty	Operations
1	12 Ton Hydra	3	675

2. Contractors in possession of 12Ton Hydra crane should submit the document proof of the Hydra mobile crane, 2008 or later model(s).
3. Contractors **not in possession** of Hydra mobile crane (12Ton) need NOT take part in the tender and they shall be technically disqualified even if taken part.
4. **The 12 Ton Hydra(s) shall be supplied along with sufficient number of Drivers and cleaners. The fuel and maintenance costs shall be in the scope of contractor only.**
5. The following documents (applicable and valid) need to be submitted during the time of inspection of the 12Ton Hydra crane.
 - a) Registration Certificate
 - b) Driving License
 - c) Comprehensive Insurance
 - d) Pollution Certificate
 - e) Road Tax
 - f) Fitness Certificate
 - g) Load test certificate
6. If any of the above certificates gets expired during the contract period, the same shall be renewed and copy shall be submitted to Sr.DGM(M&S in time failing which the bills shall be withheld.

7. Contractor has to quote for hiring of 3 hydras.
8. As per the policies of BHEL, the amount of security deposit shall be as mentioned.

1	Security Deposit	5% of order value

As mentioned earlier, tenderer shall submit their offer in two part bids

- a. Techno-commercial bid consisting of Annexure – I and II duly signed on all pages along with all the documents/proofs as indicated in “Pre-qualification Requirements” and DDs original for Rs.500/- (cost of tender documents) & Earnest Money Deposit as mentioned @ page - 1.
- b. 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 12 Ton Hydra crane (3 No’s) for a period of 1 year**” and Price bid shall be super-scribed as “**Price bid for Hiring of 12 Ton Hydra crane (3 No’s) for a period of 1 year**”

Both the above two envelopes shall be kept into another sealed cover. The cover shall be super-scribed with “**Quotation for Hiring of 12 Ton Hydra Cranes (3 No’s) for a period of 1 year**” and shall be sent to **Tender Box, Vendor Complex, Admn. Bldg. Bharat Heavy Electricals Limited, Ramachandrapuram, Hyderabad – 502032.**

Taxes : All the terms & conditions of the contract with respect to Taxes & Duties are subject to the new taxation laws introduced from time to time (e.g., GST). The terms & conditions will be modified in accordance with the provisions of new laws (e.g., GST).

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) only. Bidders should regularly visit BHEL website to keep themselves updated.*

BHARAT HEAVY ELECTRICALS LIMITED
RAMACHANDRAPURAM – HYDERABAD – 502032

M&S P&C SECTION

Tender Notice No: M&S/P&C/2016/110

Dt: 07.02.2017

Name of Job Work: Hiring of 12 Ton Hydra Cranes (3 No's) for a period of 1 year'

The tender schedule must be submitted along with the general conditions, special terms & conditions enclosed herewith duly signed & stamped on each page with bidders covering letter. Quotations should be typed on tender schedules only. Any deviations/deletions should be brought out separately on bidders letter pad and enclosed to the bid documents. Following to be filled up by the bidder:

1.	Name of the Contractor/Contact Person	
2.	Full Address	
3.	Phone no./Fax no./Mobile No.	
4.	E-mail Id	
5.	Service Tax Registration Details (Copy to be enclosed)	
6.	PAN Number	
7.	Quotation Validity – 120 days from opening date of techno-commercial bids	
8.	Document Fee details	
9.	EMD – details	
10.	Security Deposit Clause – Acceptance (See terms & conditions for details)	
11.	Submitted Vehicle Document proof	Yes/No
12.	BHEL Supplier Code (if present)	

ANNEXURE-I

Terms & conditions for entering into rate contract for “**Hiring of 12 Ton Hydra cranes (3 nos) for a period of 1 year**” on rate contract basis for the use of BHEL, RCPuram, Hyderabad –32.

1. The Transport contractor(s) shall be in possession of 12 Ton Capacity Hydra crane(s) at the time of submitting techno-commercial offer and Hydra mobile crane should be registered in their name else the offer would be rejected.
2. The basic rate of 8hrs/day (excluding lunch) with driver and cleaner including HSD cost is to be quoted for the Hydra mobile crane in Annexure III.
3. Once the contract is finalized, the vehicle shall be at the operational disposal of BHEL during the entire contract period.
4. The Hydra Crane(s) Shall be of 2008 or later model and shall be supplied along with a driver and cleaner/helper.
5. Contractor(s) should submit the document proof of the Hydra Mobile crane (2008 or later model). However the successful bidder should produce the hydra mobile crane for inspection along with valid original documents as per the date mentioned in the Service Order.
6. All the offers received will be scrutinized and only the technically qualified offers will be considered. Technically not qualified offers will be rejected.
7. All entries in the tender should be clearly written in ink and all corrections are to be duly attested by the tenderer. 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 four 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. Within BHEL premises, the contractor's personnel should not do any work other than their normal duties.
12. The contractor should provide all the necessary tools and equipment required for successful operation of Hydra mobile crane.
13. The contractor shall make available relief Hydra mobile crane(s) (similar or higher capacity model) immediately in the event of any breakdown or accident. Such relief Hydra crane will be subject to the same conditions of maintenance and compliance with statutory requirements as those covered by the contract.
14. The breakdown/overhauling/preventive maintenance hours will not be counted in hours of operation.
15. The Transport contractor should ensure that the Hydra Crane Driver(s) shall meet the following
 - a. Minimum of 2 years' experience of driving heavy vehicles with proof of valid license.
 - b. Maintain dress code, strict discipline and punctuality.
16. The contractor shall maintain regular contact with the designated employee of BHEL and shall interact on matters relating to the work awarded under this contract.
17. Transport contractor should provide Cell phone at contractor's cost to the drivers to facilitate communication for taking duties on day to day basis and at the time of emergencies/ breakdowns/ accidents and any other important message to be passed to the contractor or to BHEL officials.
18. Contractor is solely responsible for payment of wages / salaries and allowance to his personnel. BHEL will have no liability for whatsoever in this regard.

19. The contractor shall arrange alternate driver immediately in case the actual driver falls ill, is on leave or absconds from duty.
20. The Transport contractor should obtain at his own cost all required applicable valid documents like RC, driving license, insurance, permits, licenses, pollution certificate etc. These should be renewed from time to time and shall be submitted to pool authorities in time during the entire contract period for running their Hydra mobile crane(s) without break or any type of difficulty. Failure to maintain these requirements will entail BHEL for cancellation of the contract and forfeit the Security Deposit.
21. The contractor shall in his absence keep competent agent constantly on the works any and directions or explanations given by contact signing officer or his representative to such agent shall be held to have given by the contractor himself.
22. If the transport contractor is not able to provide Hydra crane(s) continuously, 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.
23. The contractor has to obtain insurance covered for his employees and shall take comprehensive insurance coverage at his own cost. BHEL will not be responsible for any loss/damage/pilferage or his property and or his employees.
24. The contractor is directly responsible for providing necessary staff like licensed drivers with the prescribed uniform. He will also be responsible for their courteous behavior towards BHEL & CISF authorities.
25. The Hydra shall be registered: duly insured ie., comprehensive insurance and the same should be renewed from time to time during the contract period at his own cost. Transport contractor will be fully responsible for the safe movement of the crane.
26. The transport contractor should abide by the company's CISF security rules and shall provide Safety PPEs (Personal protective equipment) to the drivers.
27. At any point of time BHEL will not be responsible for or compensate for any loss or damage either to the person or to the Hydra crane arising out of accident or complication

arising out of such contingencies like theft, fire, riots, strike and terrorism damage whether inside or outside BHEL premises while engaged.

28. In case BHEL be held liable for any loss, damage or compensation to the third parties arising from or in relation to the transport operations done by the transport contractor such loss/damage/compensation shall be paid by transport contractor to BHEL together with the costs incurred by BHEL on any legal proceedings pertaining thereto.

29. The transport contractor is directly responsible for injuries/death of occupants or other users arising due to accident or otherwise of Hydra crane during the contractual period. 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
- 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.

30. The contractor shall indemnify the company against all losses or damages sustained by the company resulting directly or indirectly including his failure to give the 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 the provisions of the said act in regard to such accident.
31. 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.
32. BHEL reserves the right to refuse/cancel the tender at any stage without assigning any reasons thereof irrespective of the fact whether the accepted tender is lowest or not with a notice period of 30 days.
33. BHEL reserves the right to engage / refuse the vehicle if the driver or the vehicle engaged does not confirm to any of the regulations of **MV act or TSMV** rules or Blacklisted contractor of BHEL, Hyderabad.
34. The contract once finalized will be valid till the completion of contract. BHEL has right to cancel the contract incase of poor or bad service. The contract can be extended further for a period of 1 year on same scope, rates , terms and conditions on mutual agreement.
35. 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.
36. The rates quoted shall remain valid for entire contract period.
37. 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.

38. 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 Service Order.

39. 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.

40. Successful tenderer shall pay a Security Deposit 5% of the overall contract value as

- a. The successful tenderers EMD paid will be converted and adjusted into Security Deposit.
- b. Minimum 50% of the Security Deposit amount should be paid by Demand Draft at the time of agreement and before commencing the contract, balance 50% to be recovered from Monthly bills .
- c. The Security Deposit will not carry any interest and will be paid after successful completion of contract to BHELs satisfaction.

41. 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 RC Book on whose name it is registered.

42. 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.
43. 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.
44. Soon after the acceptance of the order, the transport contractor shall enter into an agreement with M/s BHEL, RCPuram, Hyderabad – 502032. 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.
45. In case of any suit or other legal proceedings arising out of and relating to the contract to be entered into, the courts at sangareddy Dist. shall have the only jurisdiction.
46. Tax will be deducted at source from the running bills as per applicable rules and other statutory requirements.
47. The contractor shall ensure adherence to all statutory requirements applicable to BHEL Rcpuram Hyd.
48. Any dispute arising not of this contract should be referred to the sole arbitration of General Manager/M&S of BHEL, RCpuram, Hyd – 502032 or his authorized representative and whose decision shall be final and binding on both the parties.
49. 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.
50. 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.

51. Non – compliance of any provisions under the act/rule/ instructions/guidelines shall make the contractor liable for penal action including termination of contract.
52. The contractor shall not resort to any sub-contracting under any circumstances. If found subcontracting at a later date BHEL reserves the right to take whatever action it deems fit, including cancellation of contract and forfeiture of Security Deposit.
53. On occurrence of an accident, which results in 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 Hrs of happening of such an accident intimate in writing to the company official in-charge of the work.
54. Wherever, BHEL/company standards are mentioned they shall be strictly followed.
55. Whenever the term contractor is used, it shall be understood to refer to particular person, firm or corporation with whom an agreement has been made by the concerned company official for executing the work define in the concerned agreement and for the purpose of instructions regarding compliance with the contract conditions. It shall include the contractors authorized agents who are entrusted with the work by the contractor.
56. 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 District, Telangana.

57. All the works shall be carried in accordance with the directions and to the satisfaction of the company official in accordance with the scope of work.
58. **FINALIZATION OF TENDER:** The price bids of all the technically qualified would be opened and the L1 party would be decided on basic cost. If L1 rates are greater than our estimation, negotiation will be carried out and rates shall be finalized.
59. **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. (Penalty on non-supply of vehicle or different capacity vehicle)
- a) If the agency fails to commence the work as requested by the department penalty of 0.5% for weeks delay will be applicable.
 - b) As this contract is Works Contract, Supplier's Performance is measured based on availability of Vehicles.
60. Any discrepancies in the tender documents shall be brought out separately on a letter.
61. Price bids should not contain any written content other than the quoted prices. Even if any content is written it shall not be considered.
62. All points in the NIT shall become a part of the agreement.

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 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 –II

Techno commercial bid for “Hiring of Hydra Crane(s) 3 No’s”

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 Job work	Hiring of 12Ton Hydra mobile cranes – 3 No’s for a period of 1 year.
2	Tender notice No. & Date	M&S/P&C/2016/110 DT.07.02.2017
3	Details of EMD	
4	Document cost details	
5	PAN No.	
6	Service Tax Regn. No.	
7	Submitted vehicle document proof/undertaking	Yes/No
8	Submitted Valid driving license(s)	Yes/No
9	No. of cranes quoted for	

ANNEXURE – III

Price Bid

Price bid for “Hiring of 12Ton Hydra crane (3 No’s) for a period of 1 year – 675 operations”

Sl.No	Description	No of operations	Rate	Amount
1	Basic rate per operation @8hrs per day with driver and cleaner including HSD	675	2807/-	18,94,725.00
2	Service Tax (Extra 15%)			

1 Operation = 8hrs per working day for one Hydra Crane

Total estimated value is Rs 18,94,725/-

Note:- The tenderers are required to quote their tender value on %age basis at excess or less or on par with estimated value .

Tender (%)	in figures	in words
Excess		
Less		
Estimate rate only		

Note:	Service tax will be extra as applicable for this contract. Service Tax if paid by the contractor with respect to this work will be reimbursed by BHEL on production of documentary evidence for having paid the service tax by the contractor.
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Name, Address of the Contactor

Signature of the Contractor

Page 17 of 17