

TENDER

**(TENDER No. CFP/MNT/2016-17/07)
Dated 03.02.17**

**HIRING OF 1NO. FORK LIFT TRUCK OF 3 TON LIFTING
CAPACITY(DIESEL OPERATED) ALONGWITH FLT OPERATOR
AT BHEL CFP, RUDRAPUR(U.K.)**



**BHARAT HEAVY ELECTRICALS LIMITED
(A Government of India Undertaking)
RUDRAPUR – 26315 (U.K.)**

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(1)



BHARAT HEAVY ELECTRICALS LTD.
Component Fabrication Plant
RUDRAPUR-263153

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NOTICE INVITING TENDER (NIT)

Date : 20.02.17

From :

Sr.Eng (Civil/MNT)
BHEL, CFP
Rudrapur (U.K.) -263153

To : M/s _____

NAME OF WORK : Hiring of 1 no. Fork Lift Truck of 3 Ton lifting capacity (diesel operated) services along with operator for a period of 02 months, at BHEL-CFP, Rudrapur.

Sealed Tenders in two parts viz., (i) Techno-Commercial bid & (ii) Price Bid are invited for the work mentioned above from bidders (who fulfill the qualifying criteria) as mentioned below:

Nature of work	Period for Hiring	Estimated Value of the work	Earnest money deposit (in Rs)	Last date of issue of Tender date & time	Tender submission date & time	Tender opening (Part 1)date & time
Hiring of 1 no. Fork Lift Truck of 3 Ton lifting capacity (diesel operated) services along with operator for a period of 02 month at BHEL Rudrapur	2 Month	Rs 149500.00 (inclusive all taxes)	Rs.2990.00 To be accompanied with techno-comml. bid (Part 1)	24/02/2017 (1200 Hrs)	24/02/2017 (1400 Hrs)	24/02/2017 (1500 Hrs)

The EMD shall be accepted only in the following forms:

- (i) Cash deposit as permissible under the extant Income Tax Act (before tender Opening)
- (ii) Electronic Fund Transfer credited in BHEL account (before tender opening)
- (iii) Banker's cheque/ Pay order/ Demand draft, in favor of BHEL (along with offer)

Address for submission & opening of Tender:

If through courier;

Office of HoD (MNT/Civil)
BHEL, CFP,
Rudrapur-263153(UK)

if delivered in tender box;

Tender Box Provided At
New Administrative Building
M.M. Department,
BHEL-Rudrapur-263153(UK)

Offer is to be submitted in two parts in sealed envelope duly super scribed as:

“Hiring of 1 no. Fork Lift Truck of 3 Ton lifting capacity (diesel operated) services along with FLT operator for a period of 02 months at BHEL-CFP, Rudrapur”.

TENDER No. CFP/MNT/2016-17/07 dated: DT: 03/02/17 " due DT: 24/02/17

TO BE SIGNED BY THE TENDERER

Certified that all Sections of the Tender have been read, understood & agreed to, and each page of the tender offer has been signed & stamped.

Signature of Authorized person(s) of bidder :
Name and designation of Authorized Person(s) :
Bidder (Name of organization) :

Bidders are advised to regularly visit BHEL website for any Errata / Addendum / Extension / corrigendum to this tender hosted on BHEL website www.bhel.com.

Scope of work:

1. FLT Operator having licence for operation of HMTV shall be deputed by contractor for operation of FLT.
2. Maintenance of FLT including spare parts and tool & tackles shall be in contractor's scope.
3. Operating hours shall be '16 hrs/day x 26 days/month' in two shifts as per BHEL requirement.
4. The contractor is required to ensure unhindered FLT services under the contract. In case of breakdown of Fork Lift Truck services due to maintenance, operator or any other reason attributable to contractor, Contractor requires to rectify the problem OR provide the alternative arrangement of FLT services within two hour of such breakdown.

Note: 1. Diesel shall be provided by BHEL.

Terms & Conditions:

1. Only those parties accepting BHEL terms & conditions of tender should submit sealed offer in two bids. Tender no. due date & name of bidder should be mentioned on the envelope containing offer.
2. **Bid to be submitted in two parts viz., (I) Techno-commercial Bid (II) Price Bid I separate sealed envelopes(‘ Techno-commercial’ & ‘Price Bid’ should be subscribed on respective envelopes) enclosed in one bigger envelope. Tender no., due date & name of bidder should be mentioned on each envelope.**
3. **Bidder to submit EMD of Rs. 2990.00 along with its offer. Offers without EMD shall be out rightly rejected. EMD of successful tenderer will be retained as part of Security Deposit.**
4. **The L-1 offer shall be decided on overall lowest price based on offered price by the bidder as per qty. of work mentioned in ‘Format of Price Bid” (Annexure-V).**
5. FLT to be provided by contractor within one day and the contract shall be valid for a period of 02 months, from the date of issue of LOI/work order.
6. Operation Log book of FLT shall be provided, maintained & updated by the contractor along with verification by Production on routine basis by the FLT operator. The log book to be submitted along with bill for verification and processing of payment.
7. The contractor is required to ensure uninterrupted FLT services under the contract. In case of breakdown of services due to maintenance of FLT, non-availability of operator or any other reason attributable to contractor, the Contractor shall be required to rectify the problem **OR** provide the alternative arrangement of FLT services within two hour of such breakdown. In such case, deduction from payment due to contractor shall be made on hourly basis on pro-rata basis for the period of breakdown of services.
8. **Penalty:** In case of breakdown of services, if FLT services is not restored **OR** alternative arrangement is not provided by the contractor within two hour of FLT services breakdown, then **Rs. 200.00 per hour** for subsequent period shall be recovered as penalty in addition to the deduction as described at Sl. No.5.
9. Contractor shall be required to fulfill all safety norms & compliances at BHEL premises during contract period as follows:
 - (a) FLT operator with undamaged safety helmet & safety shoes to be used by the operator during his duty hours.
 - (b) Operator must bear a valid license for HMTV during period of contract.
 - (c) FLT should have back view mirrors, lights and reverse horns & indicator in proper working condition.
 Failure to comply with safety requirements would attract penalty as per prevalent provisions.
10. **Security Deposit:** Successful tenderer shall be required to submit security deposit with BHEL @5% of total contract value as security deposit before commencement of work

in form pay order/DD/cash/Local cheque of schedule banks, subject to realization. **Security Deposit shall be forfeited and contract shall be terminated by BHEL in case of revoking/breach of contract in part or full / unsatisfactory work by the contractor.** SD shall be refunded along with payment against final bill after satisfactory completion of all contractual obligations.

11. **Payment terms:** Payment shall be made on monthly basis and released within **45 days (bill processing time shall be 10 days by PDN deptt. & 35 days by FIN deptt.)** of submission of bill to BHEL on production of bill along with log book by the contractor for verified by the PDN deptt.
12. BHEL reserves the right to terminate the contract by giving a notice of one week days in case of non-satisfactory performance by the contractor. BHEL reserves the right to reject any or all offers without assigning any reason therefore.
13. While carrying out the work, the contractor shall abide by the entire legal/statutory/safety requirement as applicable as per 'Contractor' obligations (Contractual & Statutory)' as per **Annexure-III** for the workmen engaged at BHEL works.

CONTRACTOR'S OBLIGATIONS**A) CONTRACTUAL:**

- a) Contractor shall decide the number of employees to be deployed for execution of the work awarded to him and he or his authorized representative will be solely entitled to dictate such workers about the manner of carrying out the work as per the prescribed specifications and quality plan.
- b) Contractor shall supervise the work allotted to him and to be carried out by his employees.
- c) Contractor to ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc.
- d) Contractor shall maintain appropriate records of his employees deployed to carry out the job(s).
- e) Contractor shall issue appropriate appointment letters to his employees.
- f) Contractor to provide employment card / Identity card with photograph duly verified and attested by the Contractor to his employees. Contractor shall indicate the name of the proprietor/partnership firm/Company, place of work, Contract No. and duration of validity of Card.
- g) Contractor will be responsible for the good conduct of his employees. In case of any misconduct / misbehavior by any employee, the Contractor will replace such employee(s) immediately.
- h) Contractor shall ensure that the job is executed through his employees on his rolls and under no circumstances, the Contractor will deploy any casual employee to carry out the job, nor shall sub-contract the job.
- i) Contractor will keep watch on his employees and he will be liable for any pilferage / loss to BHEL due to acts of omission and commission by his employees. Similarly, liability for any compensation to outsiders on account of any act of omission and commission by the employees deployed by the Contractor shall lie exclusively with him.
- j) Contractor shall provide safety appliances and safety shoes to his employees. The Contractor shall be responsible for enforcing all safety regulations as applicable.
- k) The Contractor to provide a distinct uniform different from BHEL employees. The uniform should have logo of Contractor's firm / Company. The uniform should be kept in neat, tidy and wearable condition. Wherever necessary, cap should be integral part of the uniform.
- l) Contractor shall ensure that all precautions are taken for safety of his employees and equipments.
- m) In the event of termination of contract for any reason whatsoever, the Contractor shall withdraw all his employees from the establishment of BHEL. In case Contractor decides to terminate the services of his employees, he should settle all terminal dues including retrenchment compensation.
- n) Contractor shall provide to his employees all tools, tackles and equipments and maintain the same to carry out the job under the Contract at his cost and if necessary Contractor shall take insurance policy of his men, material, equipments and tools & tackles.

- o) Contractor shall provide safety appliances and maintain the same at his own cost which may be required under the statute or otherwise.
- p) Contractor shall provide material at his cost as mentioned in the Contract to his employees for carrying out the job.

B) TOWARDS STATUTORY LIABILITY:

- a) All statutory requirements under;
 - Minimum Wages Act, 1948
 - Payment of Wages Act, 1936,
 - Workmen Compensation Act, 1923,
 - EPF and MP Act, 1952,
 - Payment of Gratuity Act, 1972,
 - ESI Act, 1948,
 - The Contract Labour (R&A) Act, 1970,
 - Payment of Bonus Act, 1965,
 - Income Tax Act,
 - Service Tax Act
 - and all other applicable Acts,Shall be complied with, by the Contractor
- b) Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.
- c) Contractor shall ensure payment of statutorily prescribed minimum wages as applicable from time to time in the presence of authorized representative of BHEL and maintain proper records of their timely disbursement. These records need to be preserved for a period of at least 3 years and should be made available even after the contract is over for any verification by the statutory authorities / BHEL authorities.
- d) Contractor to provide PF pass book to his employees and ensure payment of PF, EDLI , pension dues under EPF and MP Act, 1952 to the RPFC.
- e) Contractor shall ensure payment of ESI contribution under ESI Act, 1948 and provide ESI membership no. / Card of each employee. In case any exemption is claimed, copy of the exemption order shall be provided.
- f) Contractor shall produce proof of deductions as well as remittances of PF, EDLI, Pension, ESI Contribution, administrative charges etc., wherever applicable and shall maintain proper records. Contractor to issue wage slips to his employees. The contractor will be required to comply PF/ESI and other statutory contribution payments of wages of his employees.
- g) Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.
- h) Contractor shall be solely responsible for non-payment / delayed payment of wages / DA, contributions under EPF and MP Act, ESI Act etc.
- i) In case the Contractor fails to make payment of wages to his employees or remittances of contributions to the concerned authorities, the security deposit / other dues / running bills under the contract can be utilized by BHEL to discharge the liability of the Contractor.
- j) Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, Statutes or any Civil or Criminal Laws in connection with the employees deployed by him.
- k) The liability for any compensation on account of injury sustained by an employee of the Contractor will be exclusively that of the Contractor.

- l) Contractor to obtain insurance cover for his employees / equipments / tools & tackles etc., and take 3rd party risk insurance coverage at his own cost. BHEL shall not be responsible for any loss, damage, pilferage of his property and / or his employees.
- m) Contractor should have independent code numbers / exemptions under EPF and MP Act, 1952 and ESI Act, 1948 and shall cover his employees under the said codes.
- n) Payment of Bonus under the Payment of Bonus Act, payment of gratuity under the Gratuity Act, and retrenchment compensation under the relevant Act will be the sole responsibility of the Contractor.
- o) Over and above the daily wage rate, payment shall be made for leave with wages.
- p) Contractor shall observe provisions of the Factories Act in respect of working hours, holidays, rest intervals, leave and overtime to his employees. No work shall be done on 2nd or 3rd shift, overtime, Sundays or on other declared holidays without prior written permission.
- q) In case the Contractor employs women as employees, he will discharge his obligation under law, in respect of such women workers like prohibition of engaging them during night hours, prohibition of employing them for more than 9 hours per day, provision of crèche facility, grant of maternity leave as per rules etc.
- r) Contractor shall be responsible for making payment of wages before expiry of 7 days from the last day of wage period and shall ensure disbursement of wages in the presence of the authorities / representative of contract operating division who shall record under his signature at the end of entries in the Register of Wages.
- s) Contractor to obtain license under CL(R&A) Act, 1970

BIDDER'S QUALIFYING CRITERIA

Qualifying Criteria from S.No. (1) & (2) as mentioned below has to be fulfilled by the bidders:

- (1) Average Annual financial turnover during the last 3 years, ending 31st March 16 of the previous financial year should be at least 30% of the estimated cost.
- (2) Bidder should have executed similar work for any one of the following in the last seven years from latest date of bid submission: -
 - a. Three similar works each of value not less than 40% of indented estimated value.

Or
 - b. Two similar works each of value not less than 50% of indented estimated value.

Or
 - c. One similar work of value not less than 80% of indented estimated value.

Definition of similar work(s): AMC or any other contract related to supply or servicing/repairing of FLT.

Notes:

- (A) The Bidder must submit documentary proof in support of each of the above conditions along with the techno commercial bid Part-I. Offer by the bidders who fail to submit the supporting documents or fail to qualify as per qualifying criteria will not be considered. Work executed certificate from its client/contractor to be submitted as proof in support of clause no. (2) as above.
- (B) Bidder, if so desires, may attend Pre-Bid discussion before submission of offer with prior appointment in their own interest. Any doubts will be clarified during the pre-bid discussions and guidelines will be given to the bidder for specialized works.
- (C) Conditional offers will not be accepted.

Annexure-V

Sub: BOQ for Hiring of Fork lift truck of 3 ton lifting capacity along with operator (Format for price bid)

SI Nos	Description of Work	Quantity of Fork Lift Truck	Period of Work(Month)	Rate (Rs/Month)	Total Cost(Rs)
)a))b))c))D=a*b*c)
1	Hiring of Fork lift truck of 3 ton lifting capacity along with operator for 16 hrs/day in 2 shifts.	1.0	2.0		
2	Service Tax @ 15 % S.No.1				
3	Total (S.No. 1+S.No. 2)				

Note: Certified that all Sections of the Tender have been read, understood & agreed.

Bidder's signature & Stamp