

BHARAT HEAVY ELECTRICALS LIMITED (FRX DIVISION)

Tender .Enquiry FRX/2223/001 dated 26/11/22

Scaled tenders are invited in **TWO BID/OPEN TENDER** system (One Techno-commercial and other for price bid) from the Contractors for the work of **PREVENTIVE AND BREAKDOWN MAINTENANCE OF ELEVATORS IN TCB AND NTB** as per Annexure - I (scope of work), List of Elevators (Annexure-II), Schedule of rates (Annexure-III), General term & condition (Annexure-IV), statutory clauses & Instruction to contractor (Annexure V), Declaration by Contractors (Annexure VI), Force Majeure Clause and Risk and Cost option (Annexure VII).

1) Date of submission of tender: -16/12/2022-up to 11 A.M. All the envelopes should be dropped in the tender box (Green colour) available in Tender room at Ground Floor, Administrative Building before 11 AM of opening date of tender. **TENDERS RECEIVED AFTER 11 AM WILL BE TREATED AS LATE TENDER.**

2) Date of opening of tender: 16/12/2022 at 2.00 PM. Contractors should bring their authority letter from their company for witnessing the tender opening. Contractors will be permitted in tender room to witness the tender opening from 2 PM onwards only.

3) Contract Period One Year from the date of issue of work order.

4) Scope of work: PREVENTIVE AND BREAKDOWN MAINTENANCE OF ELEVATORS IN TCB AND NTB as per Annexure - I (scope of work), List of Elevators (Annexure-II).

5) Tender Cost. Tender Cost: Rs. 200/- is to be deposited as tender cost in the BHEL only in electronic mode with copy to be enclosed with offer. The Tender cost is not refundable. GST in tender fee shall be charged in extra. MSMEs are exempted from payment of Tender cost.

6). EARNEST MONEY DEPOSIT – Rs. 7030/- is to be deposited as EMD.

1. EMD is to be paid by tenderers for securing fulfilment of any obligations in terms of the NIT.

2. **Modes of deposit** – The EMD may be accepted only in the following forms:

- (i) EMD can also be accepted in the form of FDR issued by Scheduled Banks/Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
- (ii) EMD amount in excess of ₹ 2 lakh (instead of ₹ 20 lakh in vogue Works Policy) may also be accepted in the form of BG.
- iii) The EMD shall be accepted only in e-Mode (NEFT/RTGS/Net-banking/POS/SB COLLECT etc.) The online receipt shall be enclosed along with the techno-commercial bid. For NEFT/RTGS payment, refer bank details as per Annexure "X". For SB Collect/Net Banking payment, follow the link mentioned at 9(ii) of this NIT. **NOTE:-Benefit under the public procurement policy for MSEs, Order 2012 in regard of EMD is applicable in this tender.**

“Online e-payment” facility through SB-collect is available on intranet as well as internet. This is for deposition of Tender Cost, Security deposit and Earnest money deposit by the participating tenderers.

Following is the link:-<http://www.bhelbpl.co.in/qcins/iccs.htm>

[For first time user “Help Documents” is also available on page under which general information relating to procedure for depositing amount is available on page number 2 and 3. In addition to above, for specific query related to type of deposit, demo with the template is also on respective page mentioned on page no 2 of the help documents.

• **Procedure for Online submission of EMD is given below-**

(i) Please enter the following link in your internet address browser or click on the following link <https://www.onlinesbi.com/prelogin/icollecthome.htm>. Please click on “proceed” after clicking “Check Box” to proceed for payment.

(ii) Now the SBI’s SB-Collect site gets opened. Please select state of Corporation as “Madhya Pradesh” and type of Corporation as “Industry” and then click on “GO” appearing on the screen.

(iii) Now select “Bharat Heavy Electricals, Bhopal” from the dropdown table appearing against “Select Industry” and click submit.

(iv) Now select “Deposit of Tender Cost” category from the dropdown table appearing against “select category” and click submit.

7. Forfeiture of EMD - EMD by the Tenderer will be forfeited as per NIT conditions, if:

a. After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender, which is not acceptable to BHEL.

b. The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.

c. EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant “Guidelines on Suspension of business dealings with suppliers/ contractors” and forfeited/ released based on the action as determined under these guidelines.

d. EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of award of work. In case of expiry of offer validity period or any other circumstances, EMD can be released with the approval of Head of Contracting deptt, not below the rank of AGM.

e. EMD shall not carry any interest.

f. EMD of successful tenderer will be retained as part of Security Deposit.

8. Tender received without remittance of EMD will not be considered.

9. SECURITY DEPOSIT –

1. Security Deposit means the security provided by the Contractor towards fulfilment of any obligations in terms of the provisions of the contract.

2. **Total amount of Security Deposit** will be 3% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.

3. **Modes of deposit:** The balance amount to make up the required Security Deposit of 3% of the contract value may be accepted in the following forms:

i) Electronic Fund Transfer mode via following link:

<https://www.bhelbpl.co.in/qcins/iccs.htm>

ii) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL, Bhopal)

iii) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL, Bhopal)

iv) Timely submission of Performance Security for execution of the contract

Bidder agrees to submit performance security required for execution of the contract within the time mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (SB/ rate I 6%) for the delayed period shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due

the amount of performance security due shall be recovered as per terms defined in NIT contract, from the bills along with due interest"

10) Collection of Security: At least 50% of the required Security Deposit, including the EMD, should be collected before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected. If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.

b) The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of the authority competent to award the work. (Note In case of (a) small value contracts not exceeding ` 20 lakhs or (b) SAS jobs, work can be started before the required Security Deposit is collected. However, payment can be released only after collection/ recovery of initial 50% Security Deposit).

c) Security Deposit shall be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract.

d) The Security Deposit shall not carry any interest.

11) Tender should be submitted in two-bid system in a separate scaled envelope. The Offer should be accompanied with details of the Earnest money deposit, Tender cost E.S.I No., P.F No., Labour license No., GST code no., PAN

No., Annexure -I (scope of work), List of Elevators (Annexure-II). Schedule of rates (Annexure-III), General term & condition (Annexure-IV), statutory clauses & Instruction to contractor (Annexure-V), Declaration by Contractors (Annexure-VI), Force Majeure Clause and Risk and Cost option (Annexure-VII).

12) The working group for the above preventive and breakdown maintenance activity should consist of minimum manpower of **skilled workers (02 nos)**.

Contractor may depute more than the minimum technicians as appropriate to carry out work or Preventive and Breakdown Maintenance of ELEVATORS. If required, staff are to be detained on extra time beyond 4.00 PM or Sunday or **holiday**. For this BHEL will not pay anything extra.

The tenderer should indicate Enquiry No., Name of the work. Date & Time of tender opening on the top of the envelope

13) Qualifying Requirements of the Bidders:-

13.0) The bid is open for participation to those bidders who fulfill the following Qualifying requirements.

13.1) Average annual turnover of the bidder shall be minimum Rs. 1,05,500/- for the preceding 3 (three) years as reckoned from 31 March 2021. Latest I.T.C.C; Annual report (balance sheet and Profit & Loss Account) of last 3 years ending 31st March 2022 should be submitted.

13.2) The bidder should have experience of having successfully completed similar works during last seven years ending last day of month previous to the one in which applications are invited of either of the following:

One similar completed work each costing not less than Rs 2,82,266/- in central Govt. / PSU/State government/ semi-government organization.

Or

Two similar completed works each costing not less than Rs 1,75,791/- in central Govt. / PSU/State government/ semi-government organization.

Or

Three similar completed work costing not less than Rs 1,40,633/- in central Govt. / PSU/State government/ semi-government organization.

AND

Similar work shall mean Annual Maintenance Contract/Preventive/ Breakdown Maintenance Of Elevators .

Satisfactory work completion report to be submitted along with relevant work order copy in techno commercial offer, otherwise offer will not be considered.

Certificate from Private Individuals for whom such works are executed/being executed should not be accepted.

NOTE: Relaxation to MSME VENDORS may be given as: 50 % Relaxation in Finance & Experience requirements.

13.3) The bidder shall have valid, EPF Reg. number, ESI Reg number,, GST Code number and IT PAN number.

14) The work is indivisible (AMC), W/O will be placed on only one Contractor on the basis of LI
, whether Contractor may be either MSME or NON-MSME

15) Measurement of jobs & Payment:

i) The Payment shall be made on **monthly basis on submission** of technically and commercially clear bill after every month through running bills within specified time on **the basis of actual deployment** only after the successful completion of work & submission of final bill.

Any disallowances of tax credit shall be recovered from contractor's bill when disallowance attributed to them. Payment of running bills shall be made within 60 days (45 days in case of MSMEs) from the date of submission or bills (measurement book) by the contractor, meeting all formalities and duly verified by Site Engineer.

ii) Income tax/GST, bill be deducted from the bills as applicable.

16. PENALTY CLAUSE:

Short Deployment:

a) Penalty shall be applicable only if attendance is less than 90% of (number of labours*303) working man days (Sunday & Holiday will not be considered as working days) and shall be evaluated monthly.

b. If attendance is less than 90 % then deductions will be done as per actual absentee of man-days.

Example: If total attendance per month required is 100 man days and if 90 man-days is present in that month then No penalty shall be levied.

If total attendance per month is 100 man-days and if 89 man-days is present in that month then penalty shall be levied on 11 man-days not on 01 man-days.

If total attendance per month is 100 man-days and if 70 man-days is present in that month then penalty shall be levied on 30 man-days not on 20 man-days.

c. Deduction will be done @ (Total award value/ (303*number of labours)) for per man-day absentee.

d. GST shall be extra charged on penalty amount.

e. If any technician disobeys or disregards the order (verbal/written) given by the Engineer in-charge, he can be punished for being deprived of his wage for that day and he will be treated as absent.

f. Only the decision of the Engineer in-charge will be valid for the above statement and if will be considered as final decision and no. other response from contractor will be accepted on this decision.

ii) Delay in execution of work may cause penalty of ½% of contract value per week upto a maximum of 10% of contract value..

iii) Bonus Clouse:

Price shall be quoted by bidders excluding Bonus. Bonus shall be payable) as per Payment of Bonus Act 1965, on actual basis for the contract period on submission of proof of payment with the Last bill of the contract and shall be restricted to the amount of Rs 35.07/per day for SKILLED WORKER as applicable. Instant arrangement nowhere intends to affix responsibility of payment of bonus on BHEL.

17. The party must have phone & mobile facility for effective communication during the entire period of contract.

18) BHEL reserves all right to cancel/reject any part or full tenders without giving any reasons and any prior notice.

19) Tenderer has to make provision for uniform (Shirt & Trouser), Safety shoes, Safety helmet, Apron, Hand gloves, fume/ acid masks etc. and photo identity card for the staff deployed during the period of contract.

20). General:

a) Contractor has to ensure that his employees shall take all safety measure for performing the work safely to avoid any untoward accident.

b) BHEL shall not be responsible for any accident / injury to the persons employed by the contractor for working in the BHEL, Bhopal premises, however first-aid facility will be provided by BHEL free of cost in case of any injury.

c) The contractor will ensure that they release payment to their workers / supervisors as per norms published by factory/state or central govt. norms.

d) The contractor shall observe / perform all the laws / enactment rules and regulations of the central and state govt. which are in force from time to time.

e) In case of contractor absconding from the work, BHEL reserves all rights to get the unfinished work completed at the risk & cost of contractors.

21. Quoted rates must be inclusive of all taxes, duties, incidentals etc except GST, which is to be specified with registration number & proof thereof.

22. The applicable GST if any, shall be payable after production of receipt of the payment of GST to Govt. authority. The contractor will be held fully responsible to pay the GST after finalization of the bill for the work and no reimbursement will be entertained after completion of work. The GST registration no. & invoice bill have to be submitted for the payment. Any disallowance of tax credit with interest shall be recovered from contractors bill when disallowances is attributable to them.

23. **SAFTEY** : safety of the worker deployed by you shall be entirely your responsibility. You will have to produce medical fitness certificate of each workers provided by you against this work order, on demand of representative of safety officer/chief inspector of factory, Govt. of M.P.

24 COMPENSATION CLAUSE:-

“BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards

loss of life / permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below.

- a) Victim: Any person who suffers permanent disablement or dies in an accident as defined below.
- b) Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/operation and works incidental thereto at BHEL factories/ officers and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works / during working at BHEL Units/ Officers/ townships and premises/ Project Sites.
- c) Compensation in respect of each of the victims:
 - i. In the event of death or permanent disability resulting from Loss of both limbs: Rs. 10, 00,000/- (Rs. Ten Lakh)
 - ii. In the event of other permanent disability: Rs.7, 00,000/-(Rs. Seven Lakh)
- d) Permanent Disablement: A disablement that is classified as a permanent total disablement under the provision to Section 2 (i) of the Employee's Compensation Act, 1923".

In order to comply above clause, contractor may submit an undertaking(as per format below) that, in case they bag the contract, they will fulfil the necessary condition w.r.t. insurance coverage of workers as mentioned in the clause by way of taking an accidental insurance cover for the said amount for their workers. After issue of work order, the successful contractor will have to submit the insurance policy for his workers before submission of his first running bill. However, if otherwise, the compensation recovery as per clause above shall be applicable.

Undertaking from the Contractor

I/we..... Hereby, undertake that in case I/we get the work order, I/we will submit insurance cover for work force for conditions mentioned in Compensation clause of before submission of first running bill.

Name & Signature of the bidder
Seal

25. Contractor will indemnify and compensate BHEL for any loss due to their workmen/representatives negligence of otherwise during execution of work.

26. Wherever bidders are required to supply services at project sites party has to submit GST registration no. of the state in which project site is located along with copy of registration certificate at the time of submission of bid. In case the same is not available at the time of submission of bid, the contractor has to give an undertaking that the same will be arranged before award of work order.

27. HSN Code/SAC, rate of tax under GST and applicable GST (IGST, CGST/SGST/UTGST) and GSTIN shall be clearly mentioned by the Bidder.

28. GST portion of invoice shall be released only upon: -

- 1) All invoices raised by contractors/vendors must be GST compliant Tax invoices as per GST invoice rules.
 - 2) Contractor declaring such invoice in his GSTR-1 or any modified return as notified by government.
 - 3) Receipt of goods/services and tax invoice by BHEL and Confirmation of payment of GST thereon by contractor or GSTN portal.
 - 4) Alternatively, contractor has to submit BG of appropriate value which shall be valid at least one month after the confirmation of date of payment of GST by contractor on GSTN portal and receipt of tax invoice and receipt of services, whichever is later. Contractor has to give an undertaking in this regard.
 - 5) Contractor has to give an undertaking to BHEL that they have declared invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL.
- Payment to contractor for GST portion will be released only after completion of above activity and on availment of ITC by BHEL.

29. In case GST credit is delayed /denied to BHEL due to non/delayed receipt of services/goods and / or tax invoice or expiry of the timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from the contractor along with interest levied/leviable on BHEL.

30. Reverse Charge under GST:

- 1) In respect of services, reverse charge liability shall arise at the earliest of date of payment to service provider or 60 days from the date of issue of invoice by service provider. Contractor has to submit bill for payment within 30 days from the date of invoice. Any interest or penalty implications attributable to the contractor shall be recovered from them.
- 2) Any GST liability arising on BHEL under reverse charge before actual receipt of goods and /or invoice thereof would be subject to recovery of interest leviable for the period between the date of such liability and actual date of eligibility of ITC based on receipt of goods, receipt of invoices and other condition specified in GST law.

31) ARBITRATION:

Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause 2.21.2 herein below or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may, commence arbitration in respect of such Dispute by issuance of a notice in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice'). The Notice shall contain the particulars of all claims to be referred to arbitration in sufficient detail and shall also indicate the monetary amount of such claim. The arbitration shall be conducted by a sole arbitrator to be appointed by the Head of the BHEL Bhopal issuing the Contract within 60 days of receipt of the complete Notice. The language of arbitration shall be English.

The Arbitrator shall pass a reasoned award. Subject as aforesaid, the provisions of

Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder as in force from time to time shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be Bhopal (the place from where the contract is Issued). The Contract shall be governed by and be construed as per provisions of the laws of India. Subject to this provision 2.21.1.1 regarding ARBITRATION, the principal civil court exercising ordinary civil jurisdiction over the area where the seat of arbitration is located shall have exclusive jurisdiction over any DISPUTE to the exclusion of any other court.

In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018 as amended from time to time. 2.21.1.3 The cost of arbitration shall initially be borne equally by the Parties subject to the final allocation thereof as per the award/order passed by the Arbitrator. 2.21.1.4 Notwithstanding the existence of any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner unless the dispute inter-alia relates to cancellation, termination or short-closure of the Contract by BHEL.

32) CONCILIATION:

The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract), which the Parties are unable to settle mutually, arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee (IEC) to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.

Notes:

1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.
2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Procedure 2.3 to this GCC.

The Procedure 2.3 together with its Formats will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in this GCC.

The Contractor hereby agrees that BHEL may make any amendments or modifications to the provisions stipulated in the Procedure 2.3 to this GCC from time to time and confirms that it shall be bound by such amended or modified provisions of the

Procedure 2.3 with effect from the date as intimated by BHEL to it.

No Interest payable to Contractor

Notwithstanding anything to the contrary contained in any other document comprising in the Contract, no interest shall be payable by BHEL to Contractor on any moneys or balances including but not limited to the Security Deposit, EMD, Retention Money, RA Bills or the Final Bill, or any amount withheld and/or appropriated by BHEL etc., which becomes or as the case may be, is adjudged to be due from BHEL to Contractor whether under the Contract or otherwise.

14. Clause no. 2.7.2 and 2.7.3 of Volume-IB-GCC shall be revised as follows:

2.7.2.1 To terminate the contract or withdraw portion of work and get it done through other agency, at the risk and cost of the contractor after due notice of a period of 14 days' by BHEL in any of the following cases:

- i). Contractor's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor including unexecuted portion of work does not appear to be executable within balance available period considering its performance of execution.
- ii). Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.
- iii). Non-completion of work by the Contractor within scheduled completion period as per Contract or as extended from time to time, for the reasons attributable to the contractor.
- iv). Termination of Contract on account of any other reason (s) attributable to Contractor.
- v). Assignment, transfer, subletting of Contract without BHEL's written permission.
- vi). Non-compliance to any contractual condition or any other default attributable to Contractor.

33 Short Closure: BHEL reserves the right to accept the offers in part or in full, cancel the Tender enquiry) or short close the contract without assigning any reason..

34) RA CLAUSE: Not Applicable

35) Liquidated damage/Penalty: Liquidated damage (LD) or penalty if chargeable from suppliers/contractors as per NIT, applicable GST will be charged in addition to same.

36) The tenderers can inspect and assess the volume of work before quoting if they so desire between 7.00 AM to 4.00 PM on an) working day before the last date of tender submission.

ENGR(FRX)