

Bharat Heavy Electricals Limited, Bhopal
Works Engineering and Central Services
Mechanical Services/GGX
Tender Enquiry No. : CMX / MS / 72001009

Annexure I
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For Preventive maintenance / Periodic maintenance / Routine maintenance / Breakdown maintenance of 150 Number MH Vehicles (BOT/ FLT/ Diesel) of BHEL Bhopal on execution basis for a period of Two year.

1. SCOPE OF WORK

- a. BHEL, Bhopal proposes to enter into maintenance of about 150 numbers of Material Handling vehicles – Battery Operated Trucks/ Fork Lifters and Diesel Operated fork lifters and about 134 number of Battery chargers located in different blocks.
*** The make of MH vehicles are Standard/ Jost/ Machell/ Jaldoot/ Swaraj/ Godrej/ Voltas.**
- b. VARIATION IN SCOPE OF WORK – The quantity indicated is tentative and may increase or decrease during the course of the contract period. This variation is expected to be about plus (+) 15% to minus (-) 15%.
- c. Contractor shall undertake the maintenance of vehicles as well as Battery chargers as mentioned above. The contractor shall take the full responsibility of preventive maintenance and breakdown maintenance of all vehicles and Chargers.

2. SCHEDULE OF WORK & RESPONSIBILITY OF THE CONTRACTOR

- 2.1 The firm shall maintain the equipment such that the original specification / characteristics / features shall not be changed.
- 2.2 All the complaints received shall be attended immediately. BHEL expects that Minor nature faults to be cleared within 4 working hours and Major fault within 24 working hours.
- 2.3 Contractor or his authorized engineer shall regularly visit and meet the block Maintenance Engineer in charge on every day to obtain the information about the breakdowns from the Maintenance engineer in charge of the respective shop for, monitoring and reviewing the complaint register and attending the work efficiently & effectively, without delay and will report the status of the jobs on a day to day basis to BHEL block Maintenance in charge. Failing which In charge shall be free to take suitable action as per relevant terms & conditions of agreement at his discretion as required.
- 2.4 The working timing to be observed to carryout various jobs shall be from 7:00 AM to 4:00 PM. Ist shift & 4:00 PM to 1:00 AM IInd shift & 01:00 AM to 7:00 AM IIIrd shift and sufficient manpower deploy in all the three shift.
- 2.5 If the equipment/ component is required to be transported to the Manufactured/ contractor's service workshop for repairs, the same shall be undertaken at the risk and cost of the contractor.
- 2.6 Details of preventive maintenance shall be as per Schedule to be issued by BHEL. These are mandatory activities to be performed under the Maintenance contract. However, Contractor is free to include some more check points for maintaining the vehicle in excellent running condition.
- 2.7 Spare parts & other consumables of all MATERIAL HANDLING vehicles and Chargers shall be supplied by BHEL. However Contractor should intimate such requirement to block maintenance in-charge. All the items mentioned in below shall be issued by the BHEL on demand by contractor but after inspection and certification by respective block maintenance in charge.

Note: - all the tools and tackle required for above work is the scope of the contractor.

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- 2.8 BHEL is ISO: 14001 certified plant, hence all the waste generated in the process of execution of the work is to be dispose/ deposited complying with the approved procedure as per ISO: 14001 Environment Management System.
- 2.9 Contractor shall be required to follow working instructions mentioned below without fail.
- I. All efforts should be made for optimum utilization of resources like water, electricity, compressed air, consumables etc provided free of cost to him.
 - II. All efforts should be made to minimize the waste generation in the process of the execution of the job.
 - III. Any waste generated during the course of execution of the job, efforts should be made to re- use it elsewhere in consultation with Engineer-in- Charge. If the waste generated during the execution of the job cannot be re-utilized, it should be disposed in as per standard guidelines in consultation with Engineer-In -Charge. Ensure that all applicable legal and other requirements related to Environmental protection and pollution prevention are complied with.
 - IV. The contractor shall at all time keep his work areas, site office and surroundings clean and tidy, free from dust, rubbish, scrap, surplus material and unwanted tools and equipments.
 - V. The welding and other electrical cable shall be routed to allow safe traffic by all concerned.
 - VI. The contractor shall ensure that the quality of workmanship is of the highest standard and the work is carried out to the satisfaction of block Maintenance Engineer in charge and in accordance with the relevant codes of practice.
 - VII. All the employee of contractor shall be provided with Identity card by the contractor.
 - VIII. The Contractor & his employees shall strictly follow the security instructions and safety instructions applicable as per the instruction of the block Engineer in Charge.
 - IX. Contractor must ensure all desired safety aspects regarding material handing equipments & the maintenance staff deployed by him.
 - a. Check for safe working capability of the vehicle/ charger.
 - b. Check for preventive maintenance of the vehicle / charger.
 - c. Check for functioning of safety guards & controls of vehicle / charge etc.
 - d. Display Do's & Don'ts to be followed for vehicle/ charge and also by his employees.
 - e. Ensure provision & usage of personal protective equipments (PPEs) for the staff deployed.

- x. In case of violation of safety norms including non use of personal protective equipment by the contractor's employee, the contractor shall be levied penalty. In case the contractor is not taking effective steps to improve his safety performance as directed by Engineer In Charge based on advice given by Head, Industrial Safety & Fire, the contractor shall be further penalized including termination of his contract.

I/we agree.
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- xi. In case of fatal accident of accidents which result in permanent total disability to the worker of any contractor, the contractor may be levied a maximum penalty of Rs. 2 lacs per accident if the negligence is found on the part of the contractor (this penalty will be in addition to the compensation to be paid to the employee by the contractor as per statutory obligations.
- xii. A full time Engineer is compulsory and adequate number of supervisors during any maintenance work.
- xiii. All tools, tackles, meters, testing equipment and other tools etc required for effective maintenance work of standard quality and to maintain the vehicles in excellent working conditions, shall be provided by the contractor and should be available at the place of work till completion of the contract period.
- xiv. The contractor shall furnish local contact telephone number, Mobile number & contact address.
- xv. **Record Keeping-** Contractor has to maintain the following records:
- a. History cards for each MATERIAL HANDLING vehicle in a Register, recording Item Number, Make Model, Capacity, Location, Maintenance records, condition of MATERIAL HANDLING vehicles etc.
 - b. Records of preventive maintenance as per specified periodicity.
 - c. Records of breakdown maintenance undertaken, spares/ consumables utilized, and work undertaken etc.
 - d. A status – register for health monitoring of MATERIAL HANDLING vehicles, mentioning details of each vehicle location, Maintenance details, which is to be produced as proof to the office-in-charge.
 - e. Staff attendance records.
 - f. Contractor shall be responsible to provide records as required and directed from time to time.
 - h. Daily Breakdown report to be submitted to Engg. In charge.
- xvi. It shall be the responsibility of contractor to maintain and hand over back all the MATERIAL HANDLING vehicles and Battery charges covered under the scope of service after completion of the contract in perfect running condition as required failing which suitable amount for the estimated repair will be deducted from the due payment & earnest money.

- xvii. All dismantled materials/ replaced parts of MH vehicles shall be return to BHEL and remains the property of BHEL Bhopal. It shall be the responsibility of the contractor to return back the same as required failing which recovery shall be made at double the market rates.
- xviii. Contractor shall be allowed to take back tools, tackles and equipment (if any) on production of entry gate passes / permission of CISF/ security against which these materials were brought inside the factory on returnable basis.
- xix. The contractor shall be responsible for the materials handed over to him, and in case of any mishandling of missing the same shall be replaced or repaired at his own risk and cost. Any damage caused to any of the material/ equipments/tools/ installation, or to the building of BHEL particularly due to negligence shall be entire responsibility of Contractor to repair, rectify or replace the same free of cost. Cost of damages caused due to bad workmanship shall be recovered from the contractor.

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- xx Engineer in charge will have the right to withdraw the work permit for any to the contract working for reasons of misconduct, incompetence in work, violation of safety and fire rules, negligence on duty etc.
- xxi. Contractor should insure his workmen suitable workmen compensation insurance policy for every individual worker.

3. FREE OF COST SUPPLY OF SPARES/ CONSUMABLES/ ITMES BY BHEL

All the required necessary spares for Vehicles/ Chargers on demand by Contractor after verification of block maintenance in – charge shall be furnished by BHEL. The following items/ consumables / facility shall also be supplied by BHEL free to cost on actual need basis.

- a. Spare parts
- b. Battery and distilled water (Only for battery operated vehicles)
- c. Tyres / Wheels
- d. Lubricants- Engine oil/ Grease
- e. Hydraulic Oil
- f. Brake Oil
- g. Compressed air, Water, Electricity
- h. Enclosed area within the factory to undertake the work

4. DIESEL OPERATED VEHICLES- In case of diesel operated vehicles, following overhauling/ major works **also be in the scope of contractor.**

1. Diesel engine,
2. Hydraulic System,
3. Torque Converter,
4. Alternator,
5. Fuel injection pump

5. PERFORMANCE EVALUATION

- a. First Three months shall be on a trial basis. If the work is not satisfactory, the contract may either be terminated or extended of another three months to observe for any further improvement.
- b. The performance of the contractors & his employees will be assessed periodically and the contractor shall be informed from time to time orally or in writing.

6. PAYMENT TERMS

- a. Payment shall be made against the submitted bill as per BHEL specified format on monthly basis after 90 days from the date of submission of bill along with all necessary supporting documents as per the requirements.
- b. The work performed by the contractor shall be checked & verified by the BHEL representative within 7 days from the submission of bill.
- c. Payment will be made to contractor on the basis of work carried out by him, which will have no relation with the payment schedule of contractor's employees,
- d. The contract is a fixed price contract & no **ESCALATION** of price will be permissible during any stage of contract.

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- e. Computer soft copy in word and excel format shall be also submitted apart from hard copy of bill. Payment shall be made after deduction of income tax and other deductions as may be necessary as per the conditions of the contract.
- f. penalty, if any, shall be deducted from the running payments.

7. PENALTY CLAUSE:

- a. **Penalty for non deputation of requisite man power-** In case Contractor fails to provide Engineer, Supervisors and technicians as per the agreed terms and conditions, deduction shall be made on per person per day basis as per the rates indicated below.
Engineer- Rs 450, Supervisor- Rs. 350, Technician- Rs. 200, Helper- Rs. 175
- b. **Penalty for not carrying out preventive maintenance as prescribed in Annexure-2.** Non – performing the activities mentioned for preventive maintenance for any vehicle will attract penalty of the contractor shall be as mentioned in table below on activities not performed.

SN	Vehicle	No. of events/ months	Penalty / Even* (Rs.)
01	BOT	33	18
02	FLT- B	33	32
03	FLT - D	30	40

* Event is basically group of activities mentioned under daily, weekly, fortnightly, monthly, six monthly of yearly schedules in Annexure- 2 as applicable.

- c. **penalty for vehicles/ Charge in non working condition-** Penalty shall be levied proportionate to monthly rate quoted for non availability in exceeding more than 10 hrs/ month (cumulative) for each vehicle/ charger, Formula for penalty shall be as follows:

Penalty (Rs.) = [Rate per Month/ 200*] x [Non availability hrs above 10 hrs.]

*assuming 25 working days in a moth and 8 working hours per day

However penalty will not be enforced, when BHEL is unable to supply in the items mentioned at Para 4.0 above.

- d. **Penalty for violation of safety norms-** in case of violation of safety norms including non use of personal protective equipment by the contractor's employee, the contractor shall be levied a penalty of **Rs. 1000/-** per incident and if similar violation is repeated, an enhanced penalty of **Rs. 2000/-** per incident shall be imposed.

8. DURATION OF CONTRACT

Duration of contract is for complete two years from issued of LOI/WO duration of contract shall be strictly based on the performance which will be evaluated after Three (3) months by BHEL authority. This may be extended further, if overall performance is satisfactory. BHEL also reserves the right to short close the contract at its discretion.

9. CONTRACT AGREEMENT:

You shall enter in to contract agreement to be executed for this work, within 30 days from award of contract, on non- judicial stamp paper of Rs. 250/- The acceptance of contract has to be signed by the competent authority of by the representative authorized by the contractor and shall be submitted to BHEL confirming its acceptance in toto.

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10. SECURITY DEPOSIT as per Annexure – II clause 7.2

An amount of will be deposited as security deposit against this work order. Amount of EMD deposited along with tender shall be adjusted towards security deposit.

11. STATUTORY OBLIGATION OF CONTRACTOR:

1. The contractor will observe and comply with the requirements of the Minimum Wages Act and all other industrial & Labour legislation for the time being in force of that may hereafter be brought into force, governing the relationship between the employer and the employee.
2. The contractor shall whenever required to do so by the company or Govt. officials authorized under law, produce for inspection all forms, register and other papers required to be maintained under the various statutes.
3. The contractor shall accept liability for compensation in accordance with the provision of the India Workmen Compensation Act 1923 read with Employees State Insurance Act 1948, amendments thereafter and or other laws for the time being in

force for personal injury caused to any workmen by accident arising out of and in the course of this contract.

4. Should the company be held liable for any loss, damage or compensation to third parties arising from or in relation to the work done by the contractor; the contractor shall reimburse such loss, damage or compensation to the company together with costs incurred by the company on any legal proceedings pertaining thereto.
5. The respective rights, privileges, duties and obligations of BHEL and the contractor under this award of contract shall be governed/ determined by the laws of the State of M. P. also.

12. INDEMNITY:

1. The contractor shall indemnify BHEL against any actions, awards, proceeding claims and demands that may be made against it due to any act, negligence, default, injury of damage to any person, property etc. made by the contractor or his workers in BHEL premises during the contract period.
2. The contractor shall indemnify the company against all payments by way of compensation of otherwise which the company may be called upon to make under the provisions of the applicable Acts to any workmen as aforesaid, and any cost incurred by the company in connection with any claim preferred by such workmen and or against all action, claims and demands whatsoever in respect thereof or in respect of in respect of any loss, injury of damages whatsoever to any third person arising out of or occasioned by the negligent, imperfect or improper performance of this contract by the contractors, their workmen servants or agents.

13. FORCE MAJEURE:

The following shall amount to force majeure. Acts of God, Acts of any Government, War, Sabotage, Riots, Civil Commotion, Police Action, Revolution, Flood, Fire, Cyclones, Earth Quakes and Epidemic over which contractor has no control. Mechanical failure shall not come under force majeure.

14. ARBITRATION:

Any dispute arising out of this contract shall be referred to the sole arbitration of BHEL, Bhopal. Its award shall be final and binding on the parties. The venue of arbitration in all cases shall be at Bhopal.

15. JURISDICTION:

In case of any suit or other legal proceedings arising under or relating to the rate contract the courts at Bhopal only shall have jurisdiction.

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**Preventive Maintenance Schedule of MATERIAL HANDLING
Vehicles (BOTs & FLTs)**

Contractor shall ensure that the maintenance of offered MATERIAL HANDLING vehicles (BOTs & FLTs) as per the periodicity & activities mentioned below. Maintenance work performed on BOTs & FLTs on completion, has to be signed and verified by the concerned BHEL official.

(i) **Platform Trucks- Battery Operated (BOTs)**

The periodic maintenance schedules shall be as follows:

(A) Daily

- 1.0 Checking and necessary correction of specific gravity and level of electrolyte and maintain accurate battery record.
- 2.0 Cleaning of battery top and keep it free from any moisture

(B) Weekly

- 1.0 Applying petroleum jelly on battery terminals and connection after cleaning & drying.
- 2.0 Brush off any burr, swarf etc. from the tyres, check the wheel nuts and studs.
- 3.0 Clean, lubricate & check adjustments for brake linkages/ connections.
- 4.0 Check contacts, power/ control cables and nylon sockets, for any damage, if necessary, replace.

(C) Monthly

- 1.0 Clean up the contactor contacts
- 2.0 Maintain the level of oil in the drive axle and in gearbox.
- 3.0 Greasing in all the grease points through grease nipples.
- 4.0 Oiling lightly on foot brake pedal pivot and linkages.
- 5.0 Remove the battery and gently rub petroleum jelly on to the motor terminals.
- 6.0 Check that the drive chain anchors are secure.

(D) Six Monthly

- 1.0 Check up for wear on Carbon brushes and Commutators in the Traction Motor. Before replacing the brushes the carbon dusts should be removed by means of a dry air blast.
- 2.0 Check up the drive & rear wheel bearing and oil seals for excessive play of leakage.
- 3.0 Clean the brake linings and replace, if necessary. Also check and clean the brake shoe expander unit.

(E) Yearly

- 1.0 Check up the motors, bearings and supply grease as recommended after cleaning them and also to carry out rectification work for restoration of these items

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SCOPE OF WORK

(ii) Fork Lift Trucks – Battery Operated (FLTs)

The periodic maintenance schedules shall be as follows:

(A) Daily

- 1.0 Checking and necessary correction of specific gravity and level of electrolyte and maintain accurate battery record.
- 2.0 Cleaning of battery top and keep it free from any moisture

(B) Weekly

- 1.0 The brake fluid in the brake master cylinder should be adequate and not in excess.
- 2.0 After the hydraulics have been operated look for leakages, if any.
- 3.0 Applying petroleum jelly on battery terminals and connection after cleaning & drying
- 4.0 Brush off any burr, swarf etc. from the tyres, check the wheel nuts and studs.
- 5.0 Wipe off moisture/ hydraulic fluid from all micro switches and ensure that all fuses and electrical connection are in order.
- 6.0 Check contacts, power/ control cables and nylon sockets, for any damage, if necessary, replace.

(C) Monthly

- 1.0 Clean up the contactor contacts
- 2.0 Grease each nipple on the protective casing on the hand brake cables and in the transmission coupling.
- 3.0 Maintain the level of oil in the drive axle and in steering gearbox up to the filter plug.
- 4.0 Grease:
 - 4.1 The carriage plate top where the forks slide.
 - 4.2 The fork retaining pins.
 - 4.3 The fork carriage steady rollers using the grease gun.
 - 4.4 The lift chain.
 - 4.5 Inside face of the outer mast and both inside and outside faces of the inner mast after removing the earlier grease applied.
 - 4.6 Though grease nipple, the bell crank lever shaft, steering wheel hubs, axle pivot, steering link plate (inside the rear axle)
- 5.0 Oiling lightly on foot brake pedal pivot, hand brake lever pivot, pivot of brake master cylinder, hand brake return spring, hinge, and the pivots for control levers.
- 6.0 Remove the battery and gently rub petroleum jelly on the motor terminals.
- 7.0 Ensure the rubber boots on the wheel cylinder are in good shape and change the nipple connections, if necessary.
- 8.0 Check that the drive chain anchors are secure.

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- 1.0 Check up for wear on Carbon brushes and Commutators in the Traction Motor.
- 2.0 Check up the drive & rear wheel bearing and oil seals for excessive play of leakage.
- 3.0 Adjust any play or leakage.
- 4.0 Applying grease to the Drive Axle Hubs after the two ¼" UNF Bolt are removed.
- 5.0 At the top bottom of the Hydraulic Tank there are filters: clean them.
- 6.0 Check and replace the wheel cylinder seals, where necessary.
- 7.0 Clean the brake linings and replace, if necessary. Also check and clean the brake shoe expander unit.

(E) Yearly

- 1.0 Check the Hydraulic system by draining out all the hydraulic Fluid. Later on after refilling the Hydraulic Tank release any trapped air.
- 2.0 Check up the Motors, bearings and supply grease as recommended after cleaning them and also to carry out rectification work for restoration of these items/
- 3.0 Check the mounting pads and replace, if necessary.
- 4.0 Replace Traction Motor Mounting Bushes, if necessary.
- 5.0 'Bleed' the Brakes after change over Hydraulic Brake Fluid.

(iii) Fork Lift Trucks- Diesel Operated (FLT's)

The periodic maintenance schedules shall be as follows:

(A) Daily

- 1.0 Brake and inching pedal should be checked for free travel.
- 2.0 Check parking brake.
- 3.0 Check lubrication oil level of engine, if necessary fill up to "FULL" mark on the dipstick.
- 3.0 Check engine cooling system.
- 4.0 Check fuel supply and fill it necessary.
- 5.0 Check for horn is blowing properly.
- 6.0 Check hydraulic sump tank level, if necessary fill sump tank.
- 7.0 Check lift & tilt operation. Check indicating instruments.
- 8.0 Check level of transmission oil, if necessary add oil up to maximum level on the dispatch.
- 9.0 Check tyre pressure. Check wheel stud nuts and to attend for correction as needed.

(B) Fortnightly

- 1.0 Checking and cleaning of engine air cleaner.
- 2.0 Checking of brake fluid level in brake oil container provided on the cowl. Check brake and inching pedal and to attend for correction as needed.

agree.

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- 3.0 Check the specific gravity of battery. Cleaning of battery top, terminals and cables and to attend for correction as needed.
- 4.0 Check the coolant level in the radiator. Check leaks, if any, in radiator, hoses and water pump and to attend for correction as needed.
- 5.0 Check the fan and drive belt adjustment.
- 6.0 Check sump tank breather, replace breather if dirty.
- 7.0 Check lift and tilt cylinder for drift, leakage at packing, damage and security of mounting.
- 8.0 Adjust lift chains; inspect lift carriage for damage and bent forks etc. and to attend for correction as needed.
- 9.0 Check the parking brakes and to attend for correction as needed.
- 10.0 Check the automatic transmission fluid level in the transmission and to attend for correction as needed.

(C) Monthly

- 1.0 Drain hydraulic sump tank and clean or replace the suction strainer & replace the return line filter element. Refill sump tank with new hydraulic oil.
- 2.0 Drain the transmission fluid. Removed and clean transmission sump screen change the 'O' Ring. Clean drain plugs of all foreign matter. Refill transmission with new transmission fluid as recommended in Lubrication chart.
- 3.0 Replace the transmission fluid filter element.
- 4.0 Check the steering and make the adjustment if require, as discussed in the section on Steer Axle.
- 5.0 Inspect exhaust pipe and muffler for damage, leakage and security of mountings.

(D) Six Monthly

- 1.0 Clean & repack the axle end bearing with grease.
- 2.0 Check the parking brake adjustment.
- 3.0 Check brake adjustment.
- 4.0 Inspect pressure cap of the radiator for proper sealing. Inspect pressure cap for freedom of operation. Inspect & clean the cooling system.
- 5.0 Check engine performance as per standard practice.
- 6.0 Carry out "Hydraulic System Check.
- 7.0 Clean & repack the steer axle bearing with grease.
- 8.0 Check the transmission performance.

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10.0 Validity Of Offer :-

- a) Offer shall be kept valid for four months from the date of tender, for purchase acceptance.
- b) Totals / Gross Total of Prices, Schedule for Rates Annexure 'A, (+ B) should be indicated both in words & figures or if there is any other price discrepancy, lower value (s) will be considered for evaluation & ordering.
- c) The Rate quoted shall be deemed to cover working under adverse conditions, as well as Supervision from the Contractor's side, Risks and Overheads of all kinds. The rate quoted shall take into account all labour, materials , Service Tax, VAT & other taxes if applicable & restriction involved in carrying the work.

NOTE : Order will be placed only to one party on the basis of the overall lowest quoted price in the bill of quantity. The work will not be split into two parties in any circumstances.

10.1 Language & Correction :-

The bidder shall quote the rates in **English Language & International Numerals** only. The **metric system** of units shall be used for the purpose of tender.

- 2.1 Bidders shall fill the **ORIGINAL** tender documents issued by **BHEL**. All entries & Signatures in the bid shall be in **BLUE INK Only**. Each page of the bid shall be signed & stamped using official seal of the company by the bidder.

10.2 Eligibility Criteria:

- i) Firm must possess experience of similar nature of work as per Annexure 'B'.
- ii) The financial value of each individual executed project should be as per Annexure 'B'
- iii) Firm should have deployed minimum 20 Nos. Work-man engage in one location / plant
- iv) Firm should meet statutory requirement like P. F. No./ E S I No. / Labour License / PAN No. & Service Tax registration No. etc.

10.3 Rejection of Bid and Other Conditions :

Any format not properly filled partially filled or not filled will make the bid liable for rejection. Bidders are requested to note that all columns, rows and spaces provided to fill

up the data must be filled with relevant data without fail. In case, any bidder fails to do so or fills up irrelevant data, BHEL is not bound to seek clarification on such items & will be free to reject the tender summarily.

10.4 Tender Evaluation :

Totals / Gross total of prices should be indicated both in words as well as in figures. If there is a difference between price quoted in words and figures or if there is any other price discrepancy, lower value(s) will be considered for evaluation & ordering.

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11.0 General:

- 11.1 Bidder must sign all the tender documents in the techno-commercial bid & submit the documents in a sealed envelope super-scribed "Techno-commercial Bid", Enquiry No., Name of Work & Date of Tender opening.
- 11.2 BHEL reserves the right to revoke the contract at any time & at any stage of the contract if BHEL finds the work is not carried out to the satisfaction of or for any other reason(s) which are prejudicial to the interest of BHEL Bhopal and also forfeit the EMD, SD etc.
- 11.3 The rate quoted shall be deemed to cover working under adverse conditions, as well as supervision from the contractor's side, risks and overheads of all kinds. The rates quoted shall take into account all labour, materials & restrictions involved in carrying the work, which include Service Tax, VAT, and other taxes if applicable.
- 11.4 It shall be the entire responsibility of the contractor to procure & supply at his own cost, all materials, consumable, safety equipments, tools & tackles, except those specified in the tender document to be supplied by owner, necessary to execute the work in a workman like manner & complete as per schedule.
- 11.5 All tools & tackles shall have to be brought by the bidder itself.
- 11.6 Contractor should engage only workers who have experience in doing similar nature of work.
- 11.7 The tentative quantity of work is given in enclosed Schedule for Rates (Annexure 'A'). Firm should quote their rates on unit basis against each item in enclosed Schedule for Rates.

- 11.8 The bidder have to quote their unit rate item wise against each item in enclosed annexure and firm should take care all Taxes, Service Tax, Income Tax etc., VAT Tax in Schedule For Rates.

12.0 SPECIAL CONDITIONS OF CONTRACT

- i) Each item in the Schedule of Rates shall be deemed to include all works. Function, labour, material and inputs whatsoever necessary for the achievement thereof and / or incidental thereof or connected therewith complete in all respects in accordance with the contract documents/
- ii) The contractor has to work during nights as well as during holidays and Sundays according to the exigencies of the works, without extra cost to the owner.
- iii) Care must be taken while carrying out the work to ensure that no structure and installation, fittings, fixtures are damaged. Any damaged done to the same or any other property will have to be repaired/replaced by the contractor failing which the same will be got done at his risk and const the decision of the Engineering-in-charge on the propriety of adequacy of ay repairs/ replacement work done by the contractor or any costs recoverable from the contractor in this behalf, shall be final and binding on the contractor.

I/we agree.

(Signature & Seal of

Contractor & Date)

Bharat Heavy Electricals Limited, Bhopal
Works Engineering and Central Services
Mechanical Services/GGX

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Tender Enquiry No. : CMX / MS / 72001009

For Preventive maintenance / Periodic maintenance / Routine maintenance / Breakdown maintenance of 150 Number MH Vehicles (BOT/ FLT/ Diesel) of BHEL Bhopal on execution basis for a period of Two year.

SCOPE OF WORK

- iv) Contractor to give undertaking and take responsibility about antecedents and character of his workers.

13.0 SERVICE TAX :

- i) The contractor should be registered under service Tax Act/rules. Following information shall be provided in invoice/bill to the Engineering-in-charge by the service provider for availing the service tax.
- ii) The contractor shall obtain 'Permit for working at height' containing a check list of the safety measures to be adopted by the contractors.
- iii) Contractor are responsible for ensuring that their workmen while working overhead and at heights, hookup their safety harness with permanent structure only.
- iv) While working at height, safety net is to be used wherever feasible.

14.0 WORKING AT HEIGHT

- i) Any job, which involves working at height above 2.5 mt, requires working at Height Permit.
- ii) The bidder should submit their quotation either on their letter head or by way of return of original tender document duly filled, signed & stamped. If the tender document is attached with any communication or terms &

conditions, the same should be on party's letterhead. Any terms submitted by the tenderer in violation of above will not be accepted and the same is liable to be rejected.

- iii) The bidders must quote competitive prices competitive process considering the fact that price negotiations. If required to be held with the lowest tenderer only.
- iv) All cuttings & corrections in the bid document should be avoided and if it is unavoidable. It should be kept at bare minimum and it should be nearly cut and rewritten without overwriting and use of white fluid. All corrections should be duly signed by the contractor. In case the tenderer resorts to many corrections including usage of white correction fluid in the tender document, the tender shall be liable for rejection.
- v) The EMD should be submitted in a separate cover along with the Techno-commercial bid of tender document duly filled in. Both the items should be sealed in bigger envelope.
- vi) The tendering can be abandoned without assigning any reasons. No compensation is payable for the efforts made by the contractor.
- vii) The complete bid shall be signed by the Bidder on each page.

15.0 BID VALIDITY :

- i) Bid shall remain valid for acceptance for a period of 04 (Four) from the date of opening of Part-I (Technical Bid) of the bid. The bidder shall not be entitled to modify , vary , revoke or cancel his bid during the said period except suo moto rebate by L1. In case of bidder modifying varying, revoking or cancelling his bid, the earnest money paid by them shall be liable to be forfeited. The validity of the bid shall be extended as and when required for the period as requested by BHEL in writing and agreed by the Bidder.

I/we agree.
(Signature & Seal of

Contractor & Date)

Bharat Heavy Electricals Limited, Bhopal
Works Engineering and Central Services
Mechanical Services/GGX

Tender Enquiry No. : CMX / MS / 72001009

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For Preventive maintenance / Periodic maintenance / Routine maintenance / Breakdown maintenance of 150 Number MH Vehicles (BOT/ FLT/ Diesel) of BHEL Bhopal on execution basis for a period of Two year.

SCOPE OF WORK

- ii) Correction fluid is not allowed to be used. In case there is any correction, the Bidder shall cut the same neatly and put his signature and stamp with date near the place of each correction.

16.0 TIME SCHEDULE OF COMPLETION:

- i) The time of completion as given in the tender document. However , the work site shall be handed over to the party only after getting clearance from the concerned operation department. Bidder is requested to confirm to the completion period unconditionally.
- ii) If required the work shall have to be carried out round the clock basis or at any time of the day or during Sundays/holidays and in this regard no extra compensation shall be made to the contractor.

17.0 EVALUATION OF PRICE BID :

- i) The price bids of only those bidder shall be considered for opening and evaluation whose bid is determined to be technically and commercially acceptable to BHEL.
- ii) The schedule of Rates should be read with all other sections of this tender.
- iii) The tenderer shall be deemed to have studied the items, specifications, and details of work to be done within the time schedule attached and to have acquainted himself of the conditions prevailing at site.
- iv) The quantities shown against various items are only approximate. Any increase or decrease in the quantities shall not form the basis of alteration of the percentage quoted and accepted.
- v) The owner reserves the right to extrapolate/interpolate the rates for such items of work falling between similar items of lower and higher magnitude.
- vi) The works, item wise, shall be measured upon completion and paid for at the rates quoted and accepted. All the items of work mentioned in the 'Schedule of Rates' and covered by this contract shall be carried out as per the drawings, specifications and directions of the Engineer-in-charge, and shall include all labour, materials, tools and tackles, plants testing, if any, with contractor's testing appliances etc. Required to complete the job.

NOTE : Order will be placed only to one party on the basis of the overall lowest quoted price in the bill of quantity. The work will not be split into two parties in any circumstances.

- viii) **Incorporation of terms and conditions at variance with terms and conditions of tender document shall make the offer liable for rejection**

18.0 Responsibility:

- 18.1 Cure must be taken while carrying out the work to ensure that no structure & installation, fittings, fixtures are damaged. Any damage done to the same or any property will have to be repaired / replaced by the contractor. Failing which the same will be got done at his own risk & cost. The decision of the Engineer-in-charge on the property or adequacy of any repair / replacement work done by the contractor or any costs recoverable from the contractor in this behalf shall be final & binding on the contractor.

I/we agree.
(Signature & Seal of

Contractor & Date)

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Tender Enquiry No. : CMX / MS / 72001009

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SCOPE OF WORK

- 18.2 Contractor to ensure that the employees deployed in the premises of BHEL are physically & mentally fit and do not have any criminal record such employees should possess requisite skill, proficiency, qualification, experience etc.
- 18.3 The intending tenderers shall be deemed to have visited the site & familiarised themselves thoroughly with the site conditions before submitting their tender. Non considered as reason either for extra claims or for not carrying out works & contracted requirements.

- 18.4 Bidder should visit the site to physically assess the nature & quantum of work, before quoting the rates
- 18.5 The work shall be carried out strictly as per direction & to the entire satisfaction of the Engineer-in-charge & without making any sort of inconvenience to the functioning of various units.
- 18.6 Personal protective equipments to be used by the contractor's workmen should be of good quality & to be maintained in good condition.
- 19.0 Payment of wages** not below the minimum wages notified by the State Government to be ensured.
- 19.1 Wages shall be paid on or before 7th day of completion of wage month.
- 19.2 PF/ESI deduction as due shall be made from the wages and the contribution shall be remitted to the authorities concerned.
- 19.3 Wage slip shall be issued to each workman.
- 19.4 Wages shall be paid at the workplace in presence of two BHEL representative one from the contracting department & HR-Cell respectively.
- 19.5 Running bills shall be supported with copies of wage sheets and PF as well as ESI Challans.
- 19.6 The above said statutory compliances have to be strictly ensured and any complaint received in this regard would be severely dealt with including termination of contract as well as delisting of the contractor for future.
- 19.7 **All consumable materials & spares** must be taken inside by the contractor through their **delivery challan** and must be duly **recorded at the CISF gate no.9** and one copy of the same must be deposited with Erection/ Pipeline section Supervisor. The Tools & tackles, and any other non-consumable items of the contractor must be entered inside by self-declaration challan of CISF and must be preserved for returning the same after the contract.
- 20.0 Technical Terms & Conditions :**
- 20.1 The bidder shall provide list of similar type of work done in the past.
- 20.2 work to be should be carried by professionals.
- 20.3 Technical clearance shall be obtained from WEX, GGX/MS Division, BHEL, Bpl before starting the work.

I/we agree.
(Signature & Seal of

Contractor & Date)

Bharat Heavy Electricals Limited, Bhopal
Works Engineering and Central Services
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SCOPE OF WORK

The bidder shall be able to ensure the availability of the supplied products.

- 20.5 Vendor to maintain confidentiality of services being provided by BHEL.
- 20.6 All the tools and tack i.e. shall be covered under the contract.
- 20.7 The above work is to be done on turnkey basis and necessary equipment for maintenance shall be supplied by the bidder.
- 20.8 Welding m/cs, Gas cutting sets, welding electrodes, Gas cylinders, , (wherever required) shall have to be arranged by the bidders.
- 20.9 Firm should quote unit rate item wise against each item in enclosed Annexure" A" &"B". The specified quantity may vary by $\pm 15\%$.
- 20.10 Firm has to abide by "Instruction to contractor for statutory compliance for work contract, statutory safety clauses applicable to contractors for carrying out work inside BHEL premises and General Terms & conditions of the contract as per enclosed Annexure – II, III, & IV.

21.0 Period of Work:

Two year from the issue of **LOI/ W.O.**

22.0 Quantity & Payment Terms:

- i) Party should quote their Rates in enclosed Schedule for Rates, Annexure "A" Firm should take in to account all Central Govt. VAT ,Service Tax etc. Which are not indicated separately?
- ii) All required tools will be in the scope of contractor.
- iii) Quantities indicated in Schedule for Rates are only indicative & may vary $\pm 15\%$ depending on our requirements. **The Payment shall be made as follows.**
- iv) 100% payment will be paid after successful installation & commissioning & handing over of the system at our work duly certified by Dy. Engr, In-charge (Erection/Pipeline Maint.) WE & CS contractual deduction like Income Tax etc & Security Deposit. what so ever applicable will be deducted from the bill, Service Tax is p certified by. Engr, In-charge payable against Service Tax Registration of party and separate indication of service Tax in Invoice duly

23.0 The contractor should strictly comply with statutory compliance for work contract and safety clauses specifically working on height and painting as per enclosed Annexure.

24.0 BHEL General Terms & Condition as per enclosed Annexure shall be applicable for the contract.

For & behalf of BHEL, Bhopal
Contractor & Date)

I/we agree.
(Signature & Seal of