



BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

ELECTRICAL MACHINE REPAIR PLANT

Plot No. D-1, Cross Road 'C', Road No.16, MIDC, Andheri (East), Mumbai – 400 093.

[6974 8715/6974 8737, Fax No. 022-28231161/28364587]

•[E mail : / rupam@bhel.in / mgaikwad@bhel.in]

NOTICE INVITING TENDER

NIT No: BHEL/EMRP/FA/W/210855709

Date: 02-12-2025

W.O. No.: 70

M/s. _____

Sub.: NIT for Frame Work Agreement for ANNUAL MAINTENANCE CONTRACT (AMC) / 25-26 for Crane.

Sealed tender are invited in two-bid system for Annual Maintenance Contract of Crane, you are requested to submit your most competitive offer for said work as per Price Format enclosed.

A. Scope of Work:

Sl. No.	Work Description	Qty.
A1	Annual Maintenance Contract (AMC) for 25/10 Ton DGEOT Crane, Span-17 Mtr CT & 12 Mtr Hoist, Make – Crompton Greaves as per Annexure-I	01 No.
A2	Annual Maintenance Contract (AMC) for 10 Ton DGEOT Crane, Span-17 Mtr CT & 12 Mtr Hoist, Make – JESSOP as per Annexure-I	01 No.

B. Technical Terms and conditions:

1. Vendor shall be equipped with a team having sufficient well-qualified, knowledgeable and having proven experience of Crane Maintenance at Site.
2. Vendor is responsible to employ required number of skilled workmen / Engineer as requirements to complete the work in his scope as per site schedule & requirement.
3. Vendor will have to ensure that Health, Safety and Environment (HSE) requirements are clearly understood and faithfully implemented at all levels at site. They will have to ensure adequate safety precautions at site as per the statutory requirement and shall be entirely responsible for the complete safety of their workmen/employees. Necessary Personal Protection Equipment's (PPE's) (such as Helmets, Goggles, safety Belts, Gloves, First aid box etc.) shall be provided to worker/staff as per requirement during work.
Any casualty or damage caused to the property or person by any untoward incidents while executing this contract will be at the Vendor's risk and cost.
4. Bidder has to comply as well as obtain requisite license, if any, from the Central Govt./ State Govt. enforced by them time to time.
5. Please quote in Indian Rupee, (INR) offer received in other currency will not be acceptable.

6. Electricity, water and compressed air, if required for carrying out work against Sl. No. A1 & A2 under scope of work of NIT will be provided by BHEL.
7. Vendor shall furnish all labour, material, equipment, tools and tackles required for carrying out work against Sl. No. A1 & A2 under scope of work of NIT.
8. All the instruments / equipment's required for carrying out work against Sl. No. A1 & A2 under scope of work of NIT shall be arranged by Vendor. All the instruments / Equipment's used shall be of reputed make and shall have valid calibration certificate.
9. After receipt of intimation from BHEL, Vendor has to depute the team for breakdown work within 48 hrs. Vendor will notify BHEL concerned representative / officer for any damage or missing items/parts. Repairing / arranging of part shall be BHEL's responsibility and replacement of part shall be in the scope of vendor and shall be considered in the ongoing visit.
10. Required Consumables / Spare Part for carrying out above job are in BHEL scope.
11. Vendor should take the insurance of all their men at work and material, BHEL Material shall be in vendor's custody till completion of work.

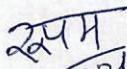
C. Scope of Vendor: As per Annexure-I

Importance Note:

1. The offers of the bidders who are on the banned list, as also the banned list of offers of the bidder, who engage the services of the banned firms, shall be rejected. The list of banned firms available on BHEL site www.bhel.com.
2. "MSE suppliers can avail the indented benefits only if they submit along with offer attested copies of either EM II certificate having deemed validity (two years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with CA certificate (Format enclosed as per Annexure – I) applicable for the year, certifying quantum of investment in plant and machinery within the permissible limit as per the act for relevant status (Micro or small) where the deemed validity of EM II is over. Date to be reckoned for determining of such documents will lead to consideration of their bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE suppliers till the supplier submits these documents."

Commercial terms & conditions, General terms & conditions and Procedure for submission of tender are enclosed herewith. Offer should be submitted strictly in accordance with the same.

Tender Enquiry : BHEL/EMRP/FA/W/210855709 Date: 02-12-2025
Tender Submission Date : 23-12-2025 up to 2.00 pm.
Tender Opening Date : 23-12-2025 at 2.30 pm.


02/12/25
Yours faithfully

For Bharat Heavy Electricals Ltd.

Annexure- A

Tender Enquiry: BHEL/EMRP/FA/W/210855709

Date: 02-12-2025

Bidder's Ref. No. _____

NO DEVIATION CERTIFICATE

We here by accept and agree to all the A. Scope of Work, B. Technical Terms and Condition, C. Scope of Vendor, D. Commercial clause including general Terms and Conditions. given in the above referred tender enquiry without any deviation.

Authorized Signatory,
With seal of the company

OR

PROFORMA FOR DEVIATION TO TENDER TERMS SOUGHT BY BIDDERS

BHEL expects the bidders to fully accept the terms and conditions of the NIT. However, deviations if any considered essential by the bidder may be communicated in the following Proforma. **Deviation not listed in the following deviation performa, even if mentioned elsewhere in the offer document shall not be considered.**

Sl.	Clauses	Accepted	Not Accepted	Deviation
A.	<u>Scope Of Work</u>			
1	A1 - Annual Maintenance Contract (AMC) for 25/10 Ton DGEOT Crane, Span-17 Mtr CT & 12 Mtr Hoist, Make – Crompton Greaves (Qty. 01 No.). A-2 - Annual Maintenance Contract (AMC) for 10 Ton DGEOT Crane, Span-17 Mtr CT & 12 Mtr Hoist, Make – JESSOP (Qty. 01 No.)			
B	<u>Technical Terms & Conditions (Details as per Clause B)</u>			
1	NIT Scope of work to be carried out by by qualified vendor representative having technical qualification.			
2	Sufficient Manpower to meet site schedule shall deployed.			
3	To follow all HSE requirements			
4	Bidder has to comply as well as obtain requisite license, if any, from the Central Govt. / State Govt. enforced by them time to time.			
5	Please quote in Indian Rupee, (INR) offer received in <u>other currency will not be accepted.</u>			
6	Electrical connectivity, Water and Compressed air if required from provided source for carrying out above job shall be provided by BHEL.			
7	Vendor shall furnish all labour, material, equipment, tools and tackles required for carrying out above work.			
8	All instruments / Equipment's used shall be of reputed make and shall have valid calibration certificate.			
9	Above work to be attended in 48hrs (excluding holidays) after intimation by BHEL and notify any damage or Missing part to BHEL for its arrangement.			
10	Required Consumables carrying out above work shall be in Vendor's scope.			
11	Vendor should take the insurance of all their men at work and Material, BHEL Material shall be in vendor's custody till completion of work.			

Signature of the bidder
Seal of the company

Sl.	Clauses	Accepted	Not Accepted	Deviation
C	<u>Vendor's Scope</u>			
1	As per Annexure-I			
D	<u>Commercial Clause:</u>			
1	Price Clause 1.1			
2	Validity Clause 1.2			
3	Price Variation Clause 1.3			
4	Delivery Period Clause 1.4			
5	Work Place Clause 1.5			
6	L D Clause 1.6			
7	Payment Terms Clause 1.7			
8	Taxes & Duties Clause 1.8			
9	Insurance Clause 1.9			
10	Inspection Clause 1.10			
11	Interpretation of Contract Clause 1.11			
12	Evaluation Criteria Clause 1.12			
13	Dispatch Document Clause 1.13			
14	MSE Clause 1.14			
15	Earnest Money Clause 1.15			
16	Security Deposit 1.16			
17	Risk & Cost Clause 1.17			
18	Force Majeure 1.18			
19	Non -Disclosure Agreement 1.19			
20	Fraud Prevention Policy 1.20			
21	General terms & Conditions Clause 1.21- 2.1 to 2.10			

We confirm acceptance of all other terms and conditions of NIT.

**Signature of the bidder
Seal of the company**

Annexure- B

Pre-Qualification Criteria

Tender Enquiry No. BHEL/EMRP/FA/W/210855709

Date: 02-12-2025

Bidder's Ref. No. _____

1. Bidder should submit copy of 02 nos. of WO for relevant work to satisfy their experience in this field of executing work for crane maintenance along with trained manpower in any Central / State Govt. / PSU COMPANY / Private organization. Bidder to submit relevant documents e.g., previous work orders, completion certificate for support of the same. in last **(5) Five Years** ending on last day of the month previous to the one in which tender is invited.
2. Financial standing through latest Balance sheet and Profit & Loss Account of last year three years ending 31-03-2025.
3. Bidder has to submit along with their offer: IT return, GST, PAN No. and MSME certificates (as applicable) .

Note: Necessary supporting documents should be submitted along with technical bid

**Authorised signatory,
with seal of the company**

Annexure- C

Tender Enquiry No. BHEL/EMRP/FA/W/210855709

Date: 02-12-2025

Bidder's Ref No: _____

Proforma for Price Bid

(in Rupees)

1	2	3	4	5	8	9	10	11
Sr. No.	Description	Basic unit rate	Total Qty. (Nos.)	Total Basic cost (3x4)	Other charges if any	Sub Total (5+6+7+8)	GST (9)	Total COST (9+10)
A1	Annual Maintenance Contract (AMC) for 25/10 Ton DGEOT Crane, Span-17 Mtr CT & 12 Mtr Hoist, Make – Crompton Greaves) as per Annexure-I		01					
A2	Annual Maintenance Contract (AMC) for 10 Ton DGEOT Crane, Span-17 Mtr CT & 12 Mtr Hoist, Make – JESSOP as per Annexure-I		01					

Note:

1. Vendors should clearly indicate the rates of GST as per above Proforma.
2. Final evaluation shall be carried out after considering GST credit available to BHEL.
3. HSN code to be mentioned in the offer.

Authorized Signatory, with

Seal of company

D. COMMERCIAL TERMS AND CONDITIONS:

- 1.1 Price:** Price should be quoted strictly as per format for price bid, **Price to be inclusive of all the factors taken in to consideration whichever comes in the scope of the vendor.** Price will be calculated on the basis of total landed cost to BHEL as per the price format.
- 1.2 Validity Clause:** Price offered to be valid up to **120 days** from the date / extended date of technical bid opening.
- 1.3 Price Variation Clause:** Price offered shall remain firm and valid for 01 years from the date of W.O. without any escalation / increase for any reason whatsoever.
- 1.4 Delivery Period:** After receipt of intimation from BHEL, vendor has to attend the work within 48 hrs. of intimation by BHEL (excluding holidays). Vendor will notify BHEL concerned representative / officer for any damage or missing items/parts.
- 1.5 Work Place Clause:**

Site Address
Bharat Heavy Electricals Ltd Plot No. D1, 'C' cross Road No.16, Beside Maruti Suzuki Service Centre, Andheri- M.I.D.C, Andheri (East), Mumbai – 400 093.

- 1.6 L D Clause:** LD @ 0.5%per week shall be deducted from the bill subject to maximum of 10 % of the basic price, if the vendor delays to attend within 48 hrs (excluding holidays) of BHEL Intimation. LD shall be imposed for the delay in attending the site beyond 48 hrs.
- 1.7 Payment Terms:**
- No advance payment will be made.
 - Payment shall be made within 90 days, (45 days for MSE Vendors; 60 days for Medium Vendors) against submission of one set of all documents as per Frame work agreement and submission of completion certificate. In any case payment against Proforma invoice shall not be payable. HSN/SAC Code to be mentioned on Invoice against each items.
 - Progressive payment will be made for each completion of visit on submission of completion certificate
 - Payment will be made through e-payment only. Vendor should furnish all bank details along with the technical bid.
- 1.8 Taxes & Duties Clause:** Bidders to clearly specify the taxes and duties applicable on the date of submission of offer. However, any statutory variation in the rates and taxes and duties after the date of submission shall be considered and actual rates applicable at the time of execution of work shall be payable at actual against documentary evidence.
- 1.9 Insurance Clause:** Valid Insurance for men at work should be there. Successful bidder to submit a copy of the same if requested by BHEL.
- 1.10 Inspection Clause:** Work shall be inspected by BHEL representative and accordingly completion / acceptance certificate shall be provided by BHEL officer / representative for each visit (Visit means as defined in Annexure – I).
- 1.11 Interpretation of Contract Clause:** In case of two or more interpretations or differences in any of the technical specifications or terms and conditions of the contract then the interpretation which is in favour of BHEL shall be final & binding.
- 1.12 Evaluation Criteria Clause:** Price evaluation shall be done on the basis of total landed cost of all items together as per sl. no. A1 & A2 under scope of work of NIT.
- 1.13 Dispatch Document Clause:** Dispatch documents must consist of copy of Completion Certificate certified by BHEL officer / representative, Tax Invoice (Vendor to specify SAC Code).

1.14 Earnest Money Clause: The bidders have to submit interest free EMD along with Techno-commercial Bid for Rupees Three Thousand (Rs. 3,000/-) in the form of NEFT / Demand Draft / pay order drawn Banker's Cheque in favour of BHEL. In case of opting NEFT Route, bidders must provide UTR details along with the Bid.

1.14.1 EMD of successful tenderer will be retained as part of security deposits.

1.14.2 EMD of all unsuccessful tenderer, shall be refunded normally within 15 days of award of work.

1.14.3 EMD by the tenderer will be fortified as per NIT conditions if:

1.14.3.1 After Techno-commercial opening of tender and within the offer validity period of 120 days if the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.

1.14.3.2 The vendor fails to deposit the required security deposit or commence the work within the period as per LOI/Contract.

1.14.4 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 supplier / vendors" and fortified/released based on the action as determined under these guidelines.

1.14.5 BHEL EMRP BANK DETAILS:

Bank Name: CANARA BANK

Account No.: 2840256000029

IFSC Code: CNRB0002678

Branch: MUMBAI-400 093

1.14.6. Eligible MSME vendor is exempted from submission of EMD.

1.14.7 EMD is exempted in following cases:

- a) Joint Venture or subsidiary companies of BHEL
- b) Central / State PSUs / Government departments.

1.14.7 Submission of EMD: To be submitted in Envelope before due date of Opening of Techno-commercial offer at:

MM Department,

Bharat Heavy Electricals Limited,

Plot No. – D1, C-Cross Rd. No. 16, Andheri – MIDC, Andheri (E), Mumbai – 400093

(Please mention NIT No & Date, Due Date, Vendor Name with complete address and contact details.)

1.15 Security Deposit: Security Deposit means the security provided by the vendor towards fulfilment of any obligations in terms of the provisions of the contract. The total amount of security Deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of security deposit.

Successful bidder shall deposit security deposit amount of 5% of the total contract basic price. Vendor may opt for paying 50% of security deposit in the form of NEFT / Local Cheques / DD / Bank Guarantee from scheduled banks on duly approved format by BHEL / Fixed deposit Receipt issued by scheduled banks (FDR should be in the name of Vendor a/c BHEL) in favour of "BHARAT HEAVY ELECTRICALS LIMITED", Securities available from Indian Post office such as National Saving Certificates, Kisan Vikas Patras etc. held in the name of the Vendor and should be duly endorsed/hypothecated/pledged in favour of BHEL.

(Note: BHEL will not be responsible in any manner for collection of interest or renewal of the documents or in any matter connected herewith)

Balance 50% will be deducted from the Vendors' running bills at the rate of 10% of the bill value. Security deposit will not carry any interest.

If the value of work done at any time exceeds the contract value, the amount of security deposit shall be correspondingly enhanced and additional SD shall be immediately deposited by the Vendor or recovered from the payments due to the Vendor.

BHEL reserves the right of forfeiture of security deposit in addition to other claims and penalties in the event of the Vendor's failure to fulfil any of the contractual obligations or in the event of termination of contract as per terms and condition of contract. BHEL reserves the right to set off the security deposit, against any claims of any other contracts with BHEL.

Security deposit shall be released to the Vendor upon fulfilment of contractual obligations as per terms of the contract.

The security deposit shall not carry any interest.

1.15.1 Security deposit is exempted in following cases :

- a) Joint Venture or subsidiary companies of BHEL
- b) Central / State PSUs / Government departments.

1.16 MSE Clause: MSE vendors can avail the indented benefits only if they submit any of the following documents along with offer:

- a) Udyog Aadhaar Memorandum & Acknowledgement.
- b) Valid NSIC Certificate,
- c) Entrepreneurs Memorandum part II (EM II) Certificate having deemed validity (two years from the date of issue of acknowledgement in EM II) or EM II certificate, along with CA certificate (Format enclosed as per Annexure –I) applicable for the year, certifying quantum of investment in plant and machinery within the permissible limit as per the act for relevant status (Micro or small) where the deemed validity of EM II is over. Date to be reckoned for determining the deemed validity will be the last date of technical bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE suppliers till the supplier submits these documents." Non submission of such documents will lead to

consideration of their bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE suppliers till the supplier submits these documents."

1.17 Risk and Cost: In case Vendor fails to adhere to the agreed schedule for completion of work or fails to comply with the terms & conditions of the contract, BHEL reserves the right to source such remaining work/services from any other agency at the risk and cost of the Vendor. The cost of such remaining work/services along with 25% over head charges shall be recovered from the due payments to the Vendor in any of the BHEL Unit. In event of no amount being outstanding from BHEL, the vendor shall be liable to pay to BHEL the above amount immediately on demand. The decision regarding applying risk and cost clause from BHEL shall be final and binding.

1.18 Force Majeure: In case of any unforeseen eventuality like earthquake / landslides / floods / riots / other unforeseen event, matter will be discussed between BHEL & Vendor.

1.19 Non-Disclosure Agreement: All Drawing and technical documents relating to the product or it's manufacture submitted by one party to the other, prior or subsequent to the formation of contract, shall remain property of the submitting party. Drawing, technical documents or other technical information received by one

party, shall not without the consent of the other party, be used for any other purpose than that, for which they were provided. Such technical information shall not without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to a third party, will remain BHEL's property which shall be returned by the bidder on demand to BHEL. Bidder shall in no way share or use intellectual property of BHEL to promote his own business with others. BHEL reserved the right to claim damages from the bidder, or take appropriate penal action as deemed fit against the bidder, for any infringement of the provisions contained herein.

1.20 Fraud Prevention Policy: The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website www.bhel.com and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

1.21 General terms & Conditions Clause: Vendor to agree the general terms & condition clauses 2.1 to 2.10 and confirm acceptance.

2. GENERAL TERMS AND CONDITIONS

2.1 BHEL reserves the right to reject the offer and or award the work in full or part without assigning any reason.

2.2 Tender should be free from over writing and erasers, additions if any, must be attested.

2.3 Purchase Order will be subject to general conditions of purchase prevailing in Bharat Heavy Electricals Limited.

2.4 Any dispute arising out of this shall be referred to the sole arbitration of Unit Head, BHEL, EMRP, Mumbai
OR
any other officer nominated by him and his award shall be final and binding on the parties. The venue of the arbitration in all cases shall be Mumbai.

2.5 All suits in respect of this NIT shall be in the courts of Mumbai.

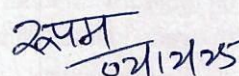
2.6 In case dispute is not settled in negotiation, it shall be referred to a Conciliation appointed by BHEL.

2.7 In case dispute is not settled in conciliation proceedings too, the same shall be referred to sole arbitration of General Manager of the Department/Executive Director of the unit or any person nominated by any of them as per corporate Guidelines of BHEL and the arbitration proceedings shall be taken out as per provisions of the Arbitration and Conciliation Act 1996 as amended read with BHEL's Corporate guidelines in force.

2.8 The place of arbitration shall be at Mumbai only.

2.9 The Civil Courts at Mumbai shall have jurisdiction to entertain the cases arising out of the arbitration proceedings.

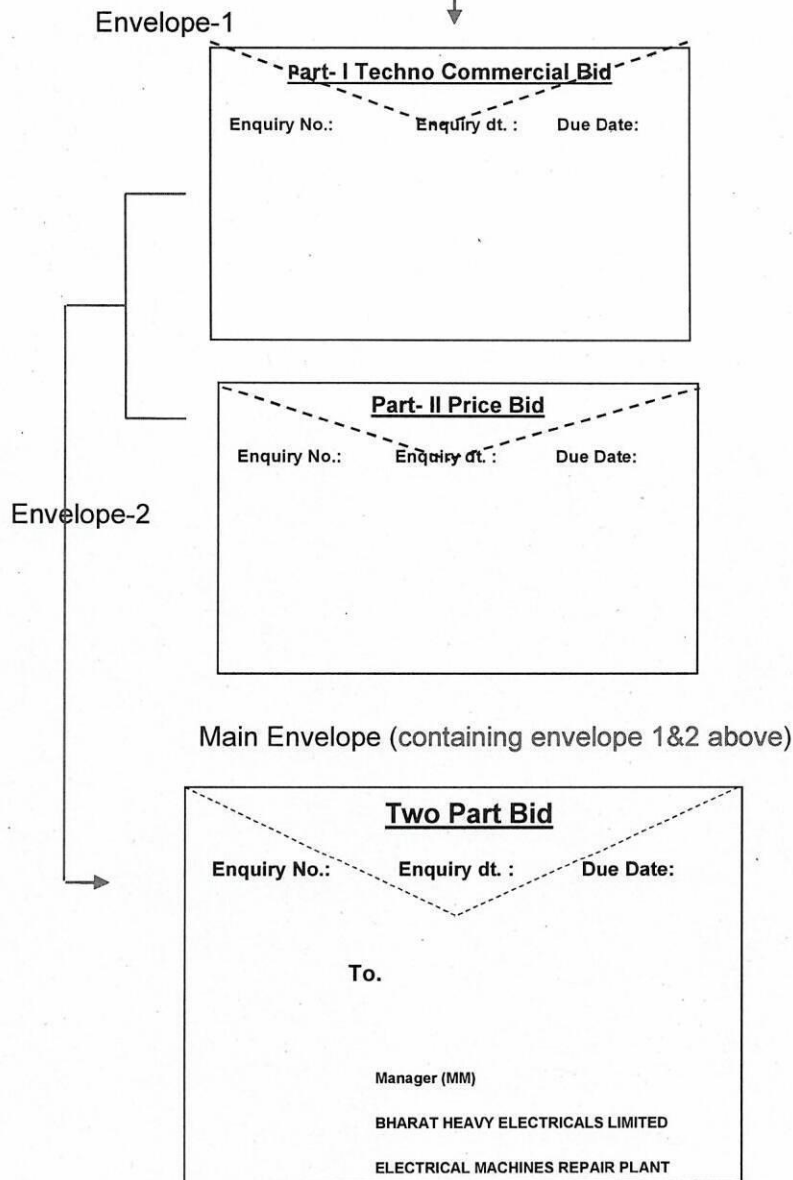
2.10 In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/or local content in respect of this procurement, same shall be applicable."


Yours faithfully

For Bharat Heavy Electricals Ltd.

SUBMISSION OF TENDER

For Two Part Bid



Sealed envelope should reach addressee on or before **02:00 p.m.** of Enquiry Due Date

PROCESS: -

- On the due date, after **2:00 pm**, the main envelope containing the other two sealed envelopes would be opened. Thereafter, the envelope containing the techno – commercial bid (part – I) would be opened.
- The price bid envelope would be kept sealed which would be opened at a later date for only those suppliers who would qualify in the techno commercial bid. During scrutiny of offer, suppliers are supposed to reply for clarifications, if asked, within a week's time.
- The bids shall be evaluated on total delivered cost to BHEL (HESG rate).
- The offers shall also be suitably loaded for any deviation from the Terms and Conditions to arrive at the HESG rate.