

**Bharat Heavy Electricals Limited**  
**Feeders Maintenance Division**

Enquiry No.: FDX/TGM/19-20/PM/01; Dated: 26.07.2019  
Due date for opening of Tender on 16.08.2019

To,

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**Subject: - NIT for works contract for Preventive /Breakdown Maintenance, Servicing work of other important 51 no's machines of TGM Division for 12th Months in I / II Shift. Sealed quotations are invited from the parties for the following work:**

1. **Name of Work** : Preventive /Breakdown Maintenance, Servicing work of other important 51 no's machines of TGM Division for 12<sup>th</sup> Months in I / II Shift
2. **Date of Opening Tender** : 16.08.19
3. **Tender Fee** : Rs. 200/- (GST shall be extra)
4. **Scope of Work** : As per Annexure-I

S.no.	Name of Work	Quantity	Scope of work
1.	Preventive /Breakdown Maintenance, Servicing work of other important 51 no's machines of TGM Division for 12 <sup>th</sup> Months in I / II Shift	Preventive Maintenance of 51 Machines. Each machine 4 times in a year. Listed as per <b>Annexure-I</b> .	Preventive Maintenance of 51 Machines. Each machine 4 times in a year. Listed as per <b>Annexure-I</b> .

5. **TWO BID SYSTEM:** Party to submit two separate sealed envelopes one having title **Techno-Commercial Bid (Annexure-II)** and other having title **Price Bid (Annexure-III)** with tender enquiry no. and due date. The two-part bid shall be put in different sealed envelopes and marked "Techno-commercial Bid" and "Price Bid" respectively and then these shall be placed inside a bigger envelope super-scribing "Tender Enquiry Number" and "Due date" on it clearly.
6. **SUBMISSION OF TENDER:** The offer shall reach in the Tender Box, Ground Floor, Administrative Building, up to 11.00 AM on or before the due date and shall be opened on the same day at 2.00 PM. Tender duly sealed is to be submitted by 16.08.2019, 11.00 AM.

**Qualification of Workers:**

- (a) **Skilled Worker (Mechanical)** - ITI passed in the trades of Fitter / Turner / Welder / Machinist, with at least 03 years of experience in relevant field works or persons with 7 to 8 years of skilled work experience in Mechanical maintenance of heavy machineries.
- (b) **Skilled Worker (Electrical)** - ITI passed in the Electrician Trade, with at least 03 years of experience in relevant field works or persons with 7 to 8 years of skilled work experience in Electrical (LT/HT) maintenance.

7. **EARNEST MONEY: As per work police 2016**

**Earnest Money Deposit (EMD)** amount of Rs. 10,340/- shall be payable as follows: -

Tenderer/bidder shall make interest Free Earnest Money Deposit (EMD) to BHEL in the following forms before submitting the tender offer and the proof of payment has to be enclosed with the offer:

The EMD will be accepted only in the following forms:

- Cash deposit as permissible under the extant Income Tax Act (Before Tender Opening).
- Electronic Fund Transfer credited in BHEL account (Before Tender Opening).
- Banker's Cheque/ Pay Order/ Demand Draft, in favour of BHEL (Along with offer).
- Fixed Deposit Receipt (FDR) issued by Scheduled Banks/ Public Financial Institutions, as defined in the Companies Act (FDR should be in the name of contractor, A/C BHEL)

In addition to above, the EMD amount in excess of Rs. Two lakh may also be accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for at least six months.

Bidder is to provide proof of submission of one time EMD of Rs. 5 Lakh for exemption in Payment of EMD.

In the case of unsuccessful bidder, the EMD will be refunded, within 15 days of the acceptance of award of work by the successful bidder.

The EMD of the successful bidder will be retained towards part of Security

Deposit, BHEL reserves the right of forfeiture of EMD, in case the successful bidder who:

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

#### **8. SECURITY DEPOSIT: As per work police 2016**

Upon acceptance of offer, the successful bidder shall deposit the prescribed amount of security deposit, within the time specified in the letter of intent for satisfactory completion of work.

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.

Balance security deposit calculated as above shall be deposited as per following: -

- At least 50% of Security shall be deposited through e-Mode (ie NEFT/RTGS/Net Banking/ PoS/SB Collect etc) before start of work (in case contract value exceeds Rs. 20 lakhs) or before submission of first running bill (In case contract value is below Rs. 20 Lakhs).
- Balance shall be recovered from running bills @ 10% of the value of each running bill commencing from first running bill itself till the full Security Deposit is made up

#### **9. INSPECTION:**

The bidder can inspect the work place & details of machineries with prior intimation on any working day from 9:00 hrs. to 16:00 hrs. before the last date for submission of tenders.

#### **10. Contractors should bring their authorization letter from their company for witnessing the tender opening.**

Contractors will be permitted in tender room to witness the tender opening from 14:00 hrs. onwards.

#### **11. In the event of acceptance of tender, and if the contractor fails to commence work within prescribed period of 15 days, BHEL shall, without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money.**

#### **12. Accepting authority reserves the right to reject any or all quotations without assigning any reason thereof.**

#### **13. Quotations must be valid for at least 90 days.**

**14. COST OF TENDER DOCUMENTS:**

Your quotations must accompanied with Electronic Fund Transfer credited in BHEL account / E- payment. Worth ₹ 200/- (Two hundred Rupees only) GST shall be extra in the name of BHEL Bhopal towards cost of the tender documents, without which the quotations shall be rejected.

**15. CONTRACT VALIDITY:** Period of contract is for 1 Year from the date of work order. The contract may be extended to maximum another one year depending upon the requirement and performance of the contractor at the discretion of BHEL.

**16. DETAILED SCOPE OF WORKS:**

(i) As per **Annexure-I**

(ii) This is a works service contract for preventive & Breakdown maintenance assistance of Important machines of TGM division and is to be carried out by experienced personnel with required skill employed by the contractor as per scope of work given. However, the list of checks mentioned is not comprehensive & any other Preventive Maintenance check may be required to be done as per specific machine requirement.

(iii) All necessary SPARES, OILS etc. handling equipment required for the said work shall be supplied/ arranged by BHEL.

(iv) Breakdown Maintenance assistance of any kind in any of the listed machines needs to be carried out.

**17. TERMS OF PAYMENT:**

**WAGES:** Wages shall be paid through Bank account to all workers.

**PAYMENT TERMS:** Payment shall be made on quarterly basis after satisfactory completion of Preventive Maintenance as per schedule. Payment shall be made on basis of actual deployment of manpower.

**ACCEPTANCE:** Contractor has to give the acceptance of the work order within seven days of receipt of work order & immediately start the work thereof. Any disallowance of tax shall be recovered with interest from contractor if the disallowance is attributed to the contractor.

**18. LD/PENALTY CLAUSE:**

Non-completion of work (Preventive Maintenance per machine) within stipulated time (as per tentative scheduled) shall attract deduction of money @ 0.5% per week of total contract value (maximum deduction 5% of contract value GST shall be charge extra on penalty). Two weeks' grace shall be allowed; however, the period of completion shall not exceed in any case three months from original stipulated date.

**OR**

1) "Penalty for shortfall of man-days shall be deducted on half yearly basis. During 6 month if manpower shortfall below 454.5 man-days, penalty will be deducted and rate of penalty shall be 10% of the value of shortfall

**Total man-days for contract period shall be 2 X 454.5 = 909 man-days.**

GST shall be charged extra on penalty.

**19. EXECUTION OF WORK: -**

- Contract for requirement of 3 workmen (2 Skilled & 1 Unskilled) to complete the activities of preventive and breakdown maintenance assistance.
- The contractor will engage experienced Skilled / Semiskilled & Unskilled persons as per tender document to execute the work effectively so as to keep the machine/plants running.
- Extra manpower shall be deployed by the contractor in case of any short fall of regular worker.
- Gate passes to be issued to the additional manpower (other than regular 5 no's passes) if required.

- The contractor's supervisor will keep close liaison with the Engineer in charge (FDX) for all requirements instructions, priorities and guidelines. The contractor has to submit the list of workers & supervisor to be deputed for the works as given below: -  
i) Name, ii) Age, iii) Trade, iv) P.F.No., v) ESI No., vi) Address
- Generally, the contractor's employees will be called in first shift from 7.00 AM to 4.00 PM but they may be called in second and third shift & even on Holidays also, if the need arises.
- The contractor will submit a monthly consolidated report of preventive and breakdown maintenance to Engineer In charge (FDX/TGM).
- The contractor shall not sublet any portion of the contract without the prior written approval of the SR. DGM (FDX) BHEL, BHOPAL

**20. OTHER IMPORTANT TERMS & CONDITIONS:**

- a) The decision of BHEL regarding interpretation of any terms and conditions set forth in the Agreement shall be final and binding on the contractor. In case the contractor does not carry out the contractual/statutory obligations or the services rendered by him are found to be unsatisfactory, it will be brought to HIS notice first to rectify the deficiency /anomaly within specified time (specify time) failing which BHEL reserves the right to impose the specified penalty and/or terminate the contract without assigning any reason whatsoever. In such an event, no damages will be payable for short closure of the contract.
- b) Without prejudice to the aforesaid clause, BHEL reserves its right to terminate the contract without assigning any reason there of by giving 30 days' notice in writing to the contractor.
- c) The cancellation of contract may be either for whole or part of the contract at BHEL's option. In the event of termination of contract in whole or part BHEL may procure upon such terms and in such manner as deemed appropriate, supplies or services similar to those so terminated and the contractor shall be liable to BHEL for any excess costs for such similar supplies or services provided that contractor shall continue the performance of his contract to the extent not terminated under the provisions of this clause.
- d) The contractor shall render an agreement on stamp paper of suitable value for the contract.
- e) **Contractor shall ensure payment of statutory prescribed minimum wages and additional wages as recommended by BHEL.**
- f) The contractor will have to follow all the statutory requirements of BHEL for works contract and safety norms, provide PPEs & tools and BHEL will not be liable for any compensation in case of accident. The contractor shall be responsible for total work including supervision and coordination. Workers can be called in any shift including Sundays & holidays.

**21. TRANSFER OF WORK FROM BHEL: -**

The contractor will take over all the preventive maintenance work along with all the outstanding maintenance work on the day of taking over. The contractor will submit a takeover report immediately.

**22. PERFORMANCE EVALUATION: -**

For performance evaluation of the work, the following points will be kept in view: -

- i) Breakdown free performance of the machine/ plant.
- ii) Orderly good housekeeping and neat and clean vicinity of the system and work place.
- iii) Monthly reports of preventive maintenance.

**23. WORKMANSHIP AND UPKEEP: -**

Utmost care shall be taken by the contractor to repair the machine/ plants in a proper way and with quality workmanship.

**24. URGENT WORK: -**

The contractor shall have to comply with the priorities fixed by Engineer In charge (FDX) for taking of urgent repair. During the idle time contract worker may be used for other maintenance work within the Block.

**25. CONCILIATION CLAUSE UNDER THE BHEL CONCILIATION SCHEME, 2018.**

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 or the Memorandum of Understanding (delete whichever is inapplicable), 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 to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.

**Notes:-**

- a) No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.
- b) 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.

**26. ARBITRATION :**

All disputes between the parties to the Contract arising out of or in relation to the Contract, other than those for which the decision of the Engineer in the Contract or any other person is expressed to be final and conclusive and unresolved in conciliation, shall after written notice by either party to the contract to the other party, be referred to sole arbitration of the General Manager or his nominee. The Arbitration shall be conducted in accordance with the provisions of the Indian Arbitration and Reconciliation Act, 1996.

The parties to the Contract understand and agree that there will be no objection that the General Manager or the person nominated as arbitrator had earlier in his official capacity directly or indirectly dealt with the matters to which the Contract relates or that in the course of his official duties had expressed views on all or any matters in dispute or difference. The award of the arbitrator shall be final and binding on the parties to this contract. The arbitration proceedings shall be held at Bhopal.

**27. AWARD OF CONTRACT IN CASE OF TIE IN PRICE BID**

If there is tie between/among price bid of two/more than two bidders, following will be considered for finalization of L1 bidder:

- MSME vendor will be preferred over other.
- In case two or more contractors (having tie in price bid) happen to be MSME vendors, bidders who have executed highest value of works contract for similar work in last two year (Average of last two contracts will be considered).

**28. COMPENSATION CLAUSE**

On the occurrence of any "accident" as defined in BHEL compensation clause detail guidelines (as per HR circular no.: 016/WLX/2018, dtd. 10.09.2018), The Company shall whether or not there has been any wrongful act, neglect or default, on its part and notwithstanding anything contained in any other law, be liable to pay compensation in respect of the each of the victims to such extent as prescribed below:

- In the event of death or permanent disability resulting from Loss of both limbs: Rs. 10,00,000/- (Rs. Ten Lakhs)
  - In the event of other permanent disability Rs. 7,00,000/- (Rs. Seven Lakhs)
  - The above is applicable on all contract valued Rs. 5,00,000/- or above Settlement will be done as per BHEL compensation clause full guidelines.
- 29.** In case of same rate quoted by two or more parties the contract shall be awarded to the party who had carried out preventive maintenance / breakdown maintenance in TGM division previously.
- In case of second tie, the party/bidder with experience of more nos. of similar contract and then one with higher contract value successfully executed in BHEL Bhopal will be given preference.
- 30.** **GENERAL TERMS & CONDITIONS:** Contractor should follow the statutory compliances as per **Annexure-VI**.

Dy. Mgr. (FDX)

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**ENCLOSURES/ DOWNLOADS:**

(i)	Scope of Work	: -	Annexure - I
(ii)	Pro forma for Technical Bid	: -	Annexure - II
(iii)	Pro forma for Price Bid.	: -	Annexure - III
(iv)	BHEL Bhopal HRM – CLC General Terms & Condition	: -	Annexure - IV
(v)	Instructions to the Tenders	: -	Annexure - V
(vi)	Statutory Compliances to be followed by Contractor		
	General Terms & Conditions	: -	Annexure - VI
(vii)	Pre-Qualifying Criteria	: -	Annexure – VII
(viii)	GST	: -	Annexure – VIII