



भारत हेवी इलेक्ट्रिकल्स लिमिटेड, भोपाल Bharat Heavy Electricals Limited, Bhopal

FEEDERS MAINTENANCE DIVISION (FDX/310)
FOUNDRY

DETAILED NIT

Enquiry No.: FDX/FYM/310/19-20/W-04(R1); Date: 31.01.2020
Due Date: 21.02.2020.

To,

Subject: - NIT for works contract for Preventive and Breakdown Maintenance of Critical & Other Important Machines & Plants of Foundry division.

Your sealed offer for **Open Tender** in **TWO PART BID** basis (i.e. Techno-commercial Bid & Price Bid) is invited for:

1. **Name of Work** : Preventive and Breakdown Maintenance of Critical & Other Important Machines & Plants of Foundry division.
2. **Date of Opening Tender** : 21.02.2020
3. **Tender Fee** : Rs. 250/- (GST shall be extra)
4. **Scope of Work** : As per **Annexure-A**

S.no.	Name of Work	Quantity	Scope
1.	Preventive and Breakdown Maintenance of Critical & Other Important Machines & Plants of Foundry division.	Preventive Maintenance of 60 Machines. Each machine 4 times in a year. Listed as per Annexure-B .	Preventive maintenance activities as per, but not limited to, Annexure-C of listed machines & unlimited Breakdown Maintenance Assistance for listed machines.

5. **TWO BID SYSTEM:** Party to submit two separate sealed envelopes one having title **Techno-Commercial Bid (Annexure-D)** and other having title **Price Bid (Annexure-E)** 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 - (i) "Contractor Name", (ii) "Tender Enquiry Number" and (iii) "Due date" on it clearly.

The quoted item rates should remain **firm** irrespective of variations in the labor rates or quantities mentioned in the NIT/Work order or any other factor.

Bid should be **free from correction, overwriting, using corrective fluid, etc.** Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection.

All overwriting/cutting, etc. **will be numbered by bid opening officials and announced during bid opening.**

6. **SUBMISSION OF TENDER:** The offer shall reach in the Tender Box, Ground Floor, Administrative Building, by 11.00 AM on or before the due date, i.e. 21.02.2020.

Tender opening will be done at 02.00 PM on same day in the Tender room, Ground Floor Administrative Building, BHEL Bhopal. P.O. - Piplani-462022.

7. **(i). PQR OF THE CONTRACTOR:**
For qualifying Criteria Ref. **Annexure - F.**

(ii). 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.

8. **EMD:** - Earnest Money Deposit) amount of **Rs. 28,695/-** shall be payable as follows:-
Tenderer/bidder shall 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:
- (i) Cash deposit as per permissible under the extant Income Tax Act (before tender opening)
 - (ii) Electronic Fund Transfer credited in BHEL account. (before tender opening).
 - (iii) Banker's cheque / Pay order/ Demand Draft in favour of BHEL (along with techno commercial offer)
 - (iv) 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).
- EMD shall not carry any interest.
EMD given by all unsuccessful bidders shall be refunded after completion of tendering process.
EMD of successful bidder shall be retained by BHEL as part of Security Deposit & the balance Security Deposit amount shall be deducted progressively from contractor's running bills as per the Works Policy.

EMD by the Tenderer will be forfeited as per NIT conditions, if:

- i) 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.
 - ii) The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.
- 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 WORKS POLICY-2016 Document

9. **SECURITY DEPOSIT:**

The total amount of Security Deposit (interest-free) will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.

The balance amount to make up the required Security Deposit of 5% of the contract value can be made in the following forms:

- i) Cash (as permissible under the extant Income Tax Act)
- ii) Local cheque of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favor of BHEL.
- iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
- iv) 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)
- v) 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 favor of BHEL)

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

At least 50% of the required Security Deposit, including the EMD, should be deposited by the successful bidder. However, payment against first running account (RA) bill can be released only after collection /recovery of initial 50% security deposit.

Balance of the Security Deposit will be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor until the total amount of the required Security Deposit is collected. Security Deposit shall be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract.

The Security Deposit shall not carry any interest.

10. 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.

- 11.** Contractors or their authorized representatives should CARRY authorization letter from their company for witnessing the tender opening. Contractors or their authorized representatives will be permitted in tender room to witness the tender opening from 14:00 hrs onwards on the due date of Tender opening.

- 12.** 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.

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

- 14.** Quotations must be valid for at least 90 days.

15. COST OF TENDER DOCUMENTS:

Your quotations must accompanied with Electronic Fund Transfer credited in BHEL account / E- payment. worth ₹ 250/- (Rupees Two hundred & Fifty only) GST shall be extra in the name of BHEL Bhopal towards cost of the tender documents, without which the quotations shall be rejected.

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

17. DETAILED SCOPE OF WORKS:

(i) As per **Annexure-A**.

(ii) This is a works service contract for Preventive and Breakdown Maintenance of Critical & Other Important Machines & Plants of Foundry 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 also be required to be done as per specific machine requirement.

(iii) All necessary SPARES, OILS, handling equipment etc. 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.

18. TERMS OF PAYMENT:

Rate: Rate per machine per preventive maintenance to be quoted as per **Annexure-E**.

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

PAYMENT TERMS: Payment shall be made **every three months (quarterly basis)** as per the no. of preventive maintenance done on machines and **after satisfactory completion** of Preventive Maintenance as per schedule in **Annexure-B**. Payment will be made on actual measurement of work and based on actual deployment of workers (penalty as per clause 20(1) to be viewed with respect to this). However, payment will be made as per policy and rules of BHEL.

19. **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.
20. **LD/PENALTY CLAUSE:**
Penalty will be deducted under following conditions-
- a) During contract period in any quarter, if total no. of mandays in that quarter, falls below quarterly working mandays i.e. 606 mandays (8 workers X 303 da
 - b) ys in a year ÷ 4 quarters). Penalty is to be calculated on quarterly basis and an amount will be deducted for each absent according to category of the manpower. For this purpose daily wages of Skilled, Semi-skilled & Un-Skilled shall be derived considering ratio of 1: 0.91 : 0.86 on the quarterly billing value.
Total mandays for contract period shall be (8 workers X 303 days in a year) = 2424 man-days.
GST shall be charged extra on penalty.
 - c) For non-completion of work (Preventive Maintenance per machine) within stipulated time period, penalty shall be deducted at the rate 0.5% per week and maximum upto 10% of contract value in case of delay from scheduled maintenance.
21. **EXECUTION OF WORK:-**
- (i) Contract for requirement of 8 workmen (4 Skilled, 2 Semi skilled & 2 Unskilled) to complete the activities of preventive and breakdown maintenance assistance.
 - (ii) 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.
 - (iii) The contractor, in case of any short fall of regular worker, shall deploy extra workers.
 - (iv) Gate passes to be issued to the extra workers (other than regular 8 no. passes), if required.
 - (v) 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
 - (vi) 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.
 - (vii) The contractor will submit a monthly-consolidated report of preventive and breakdown maintenance to Engineer In charge (FDX/FYM).
 - (viii) **The contractor shall not sublet any portion of the contract without the prior written approval of the SR. DGM (FDX) BHEL, BHOPAL**
22. **OTHER IMPORTANT TERMS & CONDITIONS:**
- (i) 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.
 - (ii) 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.
 - (iii) 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.
 - (iv) The contractor shall render an agreement on stamp paper of suitable value for the contract.

- (v) **Contractor shall ensure payment of statutory prescribed minimum wages and additional wages as recommended by BHEL.**
- (vi) 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.

23. 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.

24. 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.

25. WORKMANSHIP AND UPKEEP:-

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

26. 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.

27. ELIGIBILITY CRITEREA:

As per WE&CS Contractor's PMD.

28. AWARD OF CONTRACT:

Looking into the technical expertise required for the job and complicity involved in the process the whole order will be placed on one party only.

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 FYM division previously.

In case of second tie, the party/bidder with experience of more nos. of similar contract and then the party who had carried out higher value of preventive maintenance / breakdown maintenance successfully executed in FYM division in last 3 years will be given preference.

29. GENERAL TERMS AND CONDITION:

The general terms and conditions for inviting tenders and awarding service contract for Preventive and Breakdown Maintenance of Critical & Other Important Machines & Plants of Foundry block are given in **Annexure-G** and the statutory compliances of GST clause **Annexure-I** & Instruction to the tenderers, **Annexure-H**.

30. COMPENSATION CLAUSE: (As per BHEL Corporate HR Circular no. 016/WLX/2018, dtd. 10.09.2018).

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 / offices 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 / Offices / 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)

Permanent Disablement: A disablement that is classified as a permanent total disablement under the provision to Section 2 (l) of the Employee's Compensation Act, 1923."

31. **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.

32. **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.

Narender Kumar
Sr. Engineer (FDX-FYM)