

Bharat Heavy Electricals Limited
Feeders Maintenance Division

Enquiry No.: FDX/TGM/20-21/PM/03; Dated: - 05.09.2020

Due date for opening of Tender on 14.09.2020

To,

Subject: - NIT for works contract for Preventive Maintenance & Calibration Contract under AMC for Wenzel CNC Gear Tester machine, Model No WGT1000 and BHEL Item No. 14/B/2112 in TGM Div.

1. **Name of Work** :- Preventive Maintenance & Calibration Contract under AMC for Wenzel CNC Gear Tester machine, Model No WGT1000 and BHEL Item No. 14/B/2112 in TGM Div.
2. **Date of Opening Tender** :- **14.09.2020.**
3. **Tender Fee** :- Rs. 100/- (GST shall be extra)
4. **Scope of Work** :- **As per Annexure-I**

| S.no. | Name of Work | Quantity | Scope of work |
|-------|--|---|---|
| 1. | Preventive Maintenance & Calibration Contract under AMC for Wenzel CNC Gear Tester machine, Model No WGT1000 and BHEL Item No. 14/B/2112 in TGM Div. | Total visits will be 04 no's in a 2 year and each visit will be minimum at least 03 days As per Annexure-I. | Preventive maintenance & Calibration under AMC activities As per Annexure-I |

5. **TWO BID SYSTEM:** Party to submit two separate sealed envelopes; one, having title **Techno-Commercial Bid (Annexure-II)** and the 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- (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, the 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, 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 14.09.2020, 11.00 AM.

7. EARNEST MONEY: As per work police 2016

Earnest Money:

Bidder has to submit Earnest Money Deposit (EMD) of the prescribed amount, for securing fulfilment of any obligations in terms of NIT.

| | |
|--|---|
| For works/ services with estimates up to Rs. 10 Crs. | 2% of the estimated cost |
| For works/ services with estimates more than Rs. 10 Crs. | 20 lakhs plus 1% of the estimated cost over Rs. 10 Crs. |

Earnest Money Deposit (EMD) amount of Rs. 8,400/- 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 have accompanied with Electronic Fund Transfer credited in BHEL account / E- payment. worth 100/- (One 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 2 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 WORK IN EVERY VISIT SHALL BE: -

As per Annexure-I

All necessary spares, oils etc. Handling equipment required for the said work shall be supplied/ arranged by BHEL.

17. TERMS OF PAYMENT:

Payment shall be done after successful completion of work in every visit with a copy of completion report/Service report/MOM of the work done, to be submitted by the contractor. BHEL Bhopal being a Government of India undertaking organization so clause of advance payment of contract is not permitted

- i. Payment will be made (In case MSME- payment within 45 days/in case of others – within 60 days' payment) on actual completion report/Service report/MOM (penalty as per clause 18 to be viewed with respect to this). However, payment will be made as per policy and rules of BHEL.
- ii. GST shall be paid, as per Govt. rules, to the firm against running actual, on documentary evidence. GST shall be paid extra and over the quoted rate. If any new tax introduced shall be considered accordingly SAC and GST rate to be confirmed by party. Any Loss/delay in tax credit due to the reason attributable to contractors shall be recovered from them with interest.
- iii. No interest shall be payable by BHEL on Earnest Money, Security Deposit or on any money due to the firm by BHEL.
- iv. Firm shall arrange his own finance for smooth execution of contract, wages payment, other statutory payments to his employees and all other agreed conditions.
Payment against running bills, on achievement of milestones, will have no relation with the payment schedule of firm for wages etc. of their personnel.

18. ID/PENALTY CLAUSE:

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

19. 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.

20. WORKMANSHIP AND UPKEEP: -

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

21. 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.

22. 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.

23. 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.

24. RISK AND COST:-

Contractor shall not stop work or abandon the site for what so ever reason or dispute, excepting for force majeure conditions. All problems/dispute shall be separately discussed and settled without affecting the progress of work, stoppage or abandonment of work, other than under force majeure conditions, shall be treated as breach of contract and dealt with accordingly.

Under no circumstances the contractor shall suspend the work on the plea of non-settlement of rates falling under the clause or claim any compensation on that account. In case the contractor suspends/stops the work on plea of non-settlement of claims/rate for extra work/items, BHEL reserves the right to get the balance work executed at contractor's risk & cost.

25. FORCE MAJEURE:-

Not with standing anything contained in the contract, neither BHEL nor the Contractor shall be held responsible for total or partial non-execution of any of the contractual obligations, should the obligation become unreasonably onerous or impossible due to occurrence of a 'Force Majeure' which directly affects the obligations to be performed by the BHEL or the contractor; Such events include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotions, insurgency, sabotage, acts of public enemy, fires, explosion, epidemics, quarantine restrictions, floods, earthquake, or acts of God, restrictions by Govt. authorities; over which the BHEL or the contractor has no control.

The party claiming to be affected by force majeure shall notify the other party in writing without delay, within two weeks from the occurrence of such situation and on the cessation thereof. Extension of time sought by the contractor along with supporting evidence and so granted by BHEL for the work affected, if any, shall not be construed as waiver in respect of remaining execution. Rescheduling of execution on account of force majeure conditions, if so agreed by BHEL, will not entail the contractor to claim any increase in the price on whatsoever account.

Notwithstanding above provisions, BHEL shall reverse the right to cancel the Contract, wholly or partly, In order to meet the overall project schedule and make alternative arrangements. If demanded necessary, BHEL may takeover partly processed work at a mutually agreed price.

26. 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 years (Average of last two contracts will be considered).
- 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.

27. COMPENSATION CLAUSE: -

BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life/ permanent disability due to an accident which is attributable to negligence of contractor, agency or firm or any of its employees as detailed below.

- **VICTIM: -** Any person who suffers permanent disablement or dies in an accident as defined below.

- **ACCIDENT: -**

Any death of permanent disability resulting solely and directly from any unintended 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.

- **COMPENSATION IN RESPECT OF EACH OF THE VICTIMS: -**

In the event of death of permanent disability resulting from loss of both limbs:

Rs. 10,00,000/- (Rs. Ten Lakh)

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(I) of the Employee's Compensation Act, 1923.

28. RELATED PARTY: - Vendor are advised to abide corp. MM circular no. 01 of 2014-15 regarding restriction on related party transition & also ensured compliance with provision of companies Act. 2013 with regard to related party transition.

29. **HSE SAFETY:** - All Contractor's workmen shall abide by the rules & regulations of BHEL with respect to Safety, Health and Environment Annexure IX
30. **GENERAL TERMS & CONDITIONS:** - Contractor should follow the statutory compliances as per **Annexure-VI**.

Mgr. (FDX)

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ENCLOSURES/ DOWNLOADS:

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|--------|--|-----|-----------------|
| (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 |
| (ix) | HSE | : - | Annexure – IX |