



Works Engineering & Central Services

Tender Enquiry No. WEX/CMX-GGX/2020-21/01

ANNEXURE I

Maintenance of company owned Material handling Equipment, Electrical Battery Chargers and Automobile Vehicles of BHEL Bhopal for a period of One year

1. SCOPE OF WORK

- a. Maintenance of Material Handling Equipment's – Battery Operated Platform Trucks/Battery Operated Fork Lifters and Diesel Operated Fork Lifters with Electrical Battery Chargers and various other Automobile Vehicles located in different Blocks/Factory premises inside BHEL, Bhopal as per following details.
 - Material Handling Equipment's like Battery-operated Platform Trucks, Diesel-operated & Battery operated Fork Lifters = approx. 160 Nos. (Annexure II)
 - Automobile Vehicles = 70 Nos. (Annexure III)
 - Electrical Battery Chargers for Battery operated Material Handling Equipment's = approx. 107 Nos.
- b. Contractor shall undertake the maintenance of the Vehicles as well as Battery chargers as mentioned above by engaging sufficiently experienced 16 manpower daily who have the experience of doing electrical & mechanical maintenance of BOT/FLT(Diesel)/FLT (Battery)/Dozer/Shawel etc.
 - Skilled Workers = 08 Nos
 - Unskilled Workers = 08 Nos
 - Total Manpower = 16 Nos.**
 - **Skilled Workers Qualification:** Worker should have ITI in Motor Mechanic + 2 Years' experience in maintenance of Automobile Vehicles / Material Handling Equipment's / Chargers. **OR** 3 years' experience in maintenance of Automobile Vehicles / Material Handling Equipment's / Chargers without ITI.
 - **Unskilled Workers Qualification:** Worker should have minimum 1 Years' experience in maintenance of Automobile Vehicles / Material Handling Equipment's / Chargers without ITI.
- c. Variation In Scope of Work – Quantity of vehicles indicated is tentative and may increase or decrease during the course of the contract period.
- d. The above contract will be based on engaging manpower on daily basis.

2. SCHEDULE OF WORK & RESPONSIBILITY OF THE CONTRACTOR

- 2.1 All the complaints received shall be attended immediately. BHEL expects that Minor nature faults to be cleared within 8 working hours and Major fault within 24 working hours.
- 2.2 All the complaints received should be duly entered in the register and maintained
- 2.3 The working timing to be observed to carryout various jobs shall be from 7:00 AM to 4:00 PM. I shift & 4:00 PM to 1:00 AM II shift and sufficient manpower as required shall be deputed as per the requirement.
- 2.4 Preventive maintenance shall be done for the vehicles 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 satisfactory running condition.
- 2.5 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.

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- 2.6 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.
 - 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 equipment's.
 - V. 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.
 - VI. All the employee of contractor shall be provided with Identity card by the contractor.
 - VII. The Contractor & his employees shall strictly follow the security instructions and safety instructions applicable as per the instruction of the block Engineer in Charge.
 - VIII. 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 HSE, the contractor shall be penalized including termination of his contract.
 - IX. 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 as per BHEL norms & terms and conditions (This penalty will be in addition to the compensation to be paid to the employee by the contractor as per statutory obligations)
 - X. 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.
 - XI. 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/equipment's/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.
 - XII. Engineer in charge will have the right to withdraw the work permit for any contract worker for reasons of misconduct, incompetence in work, violation of safety and fire rules, negligence on duty etc.
- 2.7 Spare parts & other consumables for all Material Handling equipment's, including Battery chargers shall be supplied by BHEL Bhopal free of cost. However, Contractor should intimate such requirement to Engineer in-charge. All the items mentioned in requisition slip shall be issued by the BHEL on demand by contractor but after inspection and certification.

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Note:

- (a) *All the Tools and Tackles, required for above work shall be provided by BHEL free of cost.*
- (b) *If some special tools/equipment's needs during the maintenance & bought by the 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.*

3. PERFORMANCE EVALUATION

- a. 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.

4. DURATION OF CONTRACT

Duration of contract is for complete one year from issue of LOI/WO. This may be extended further, if overall performance is satisfactory. BHEL also reserves the right to short close the contract at its discretion.

5. CONTRACT AGREEMENT

Contractor 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 ₹ 500/- 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.

6. PAYMENT & WAGES TERMS

- a. Payment shall be made against the submitted bill as per BHEL specified norms on monthly basis as per the standard terms. Payment to the contractor will be on the basis of actual attendance of manpower within 60 days after submission of bills. (In case of MSME it will be 45 days). In case contractor fails to deploy required manpower as per agreed terms & conditions the work in Wood Working workshop will suffer. Therefore, penalty with GST shall be deducted as per para No. 7 below.
- b. Payment shall be made against the submitted bill as per BHEL specified norms on monthly basis as per the standard terms.
- c. Payment to the contractor will be on the basis of actual attendance of manpower in proportionate basis. In case contractor fails to deploy required manpower as per agreed terms & conditions the maintenance work in GGX workshop will suffer. Therefore, penalty with GST shall be deducted , as per para 7 below .
- d. Any loss of tax credit on additional liability on BHEL due to the reason attributable to the contractor shall be recovered from them.
- e. Wages shall be paid not below the minimum wages notified by the State Government to be ensured on or before 7th day of completion of wage month.
- f. Bonus has to be paid to all the employees as per Govt/BHEL Extant rule on annual basis. After receipt of bonus on due date as per BHEL Norms the clearance of next month bill will be made.
- g. PF/ESI deduction as due shall be made from the wages and the contribution shall be remitted to the authorities concerned.
- h. Wage slip shall be issued to each workman.

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Contractor can provide substitute in place of absent worker. Penalty will not be applicable for medical case. Submission of Medical documents from ESI is mandatory. Penalty shall be deducted from running bills on the basis of following rates:

S. no	Condition	Penalty amount	
1.	If contractor fails to deploy skilled worker (or he remain absent) for consecutive working days.	For less than 15 days of absence	Nil
		For total 15 days of absence	₹ 3000/- per skilled worker
		For total or more than 15 days of absence	Additional ₹ 200 per day per skilled worker
2.	If contractor fails to deploy unskilled worker (or he remain absent) for consecutive working days	For less than 15 days of absence	Nil
		For 15 days of absence	₹ 1500/- per unskilled worker
		For total or more than 15 days of absence	Additional ₹ 100 per day per unskilled worker

NOTE: GST on penalty shall be extra. Penalty shall be deducted for working days only.

8. 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 there to.
5. The respective rights, privileges, duties and obligations of BHEL and the contractor under this award of contractor shall be governed/ determined by the laws of the State of M. P. also.

9. 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.

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Notwithstanding 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 reserve the right to cancel the Contract, wholly or partly, in order to meet the overall project schedule and make alternative arrangements. If deemed necessary, BHEL may takeover partly processed work at a mutually agreed price.

11. 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.

12. 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.

13. VALIDITY OF OFFER & PRICE BID (Schedule for Rates as per Annexure-V): -

- Offer shall be kept valid for three months from the date of opening of price bid.
- Totals / Gross Total of Prices, Schedule for Rates Annexure-V should be indicated both in words & figures or if there is any other price discrepancy, lower value(s) will be considered for evaluation & ordering.
- 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 bid. The work will not be split into one parties in any circumstances.

14. 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.
- Bidders shall fill the **ORIGINAL tender** documents issued by **BHEL**. Each page of the bid shall be signed & stamped using official seal of the company by the bidder.

15. 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.

16. TENDER EVALUATION

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

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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.

17. GENERAL

- 17.1 Bidder must sign all the tender documents in the techno-commercial bid & submit the documents in a sealed envelope super-scribed "Limited Tender Enquiry- Price Bid "Enquiry No., Name of Work & Date of Tender opening.
- 17.2 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.
- 17.3 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.

18. SPECIAL CONDITIONS OF CONTRACT

- i) 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.
- ii) 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 cost the decision of the Engineering-in-charge on the propriety of adequacy of any 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.
- iii) Contractor to give undertaking and take responsibility about antecedents and character of his workers.
- iv) Contractor has to provide one pair of uniform and safety shoes in the beginning of the year/contract on annual basis within the first two months.

19. GST

- i) The contractor should be registered under GST Law. Following information shall be provided in invoice/bill to the Engineering-in-charge by the service provider for availing the service tax. GSTN of the bidder has to be submitted.

20. BID VALIDITY

- i) Bid shall remain valid for acceptance for a period of 01 months from the date of opening 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.

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- 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.

21. TIME SCHEDULE OF COMPLETION

- i) The time of completion as given in the tender document. 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 of during Sundays/holidays and in this regard no extra compensation shall be made to the contractor.

22. EVALUATION OF PRICE BID/SCHEDULE OF RATES (As per annexure-VI)

- i) The price bids of only those bidders 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 him-self 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) Incorporation of terms and conditions at variance with terms and conditions of tender document shall make the offer liable for rejection.

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.*

23. SHORT CLOSURE

BHEL reserve the right to Accept the offer in part or in full , cancel the tender enquiry or short close the contract without assigning any reason .

23. RESPONSIBILITY

- 22.1 Care 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.
- 22.2 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.
- 22.3 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.
- 22.4 Bidder should visit the site to physically assess the nature & quantum of work, before quoting the rates
- 22.5 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.
- 22.6 Personal protective equipment's to be used by the contractor's workmen should be of good quality & to be maintained in good condition.

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