



भारत हेवी इलेक्ट्रिकल्स लिमिटेड भोपाल

Bharat Heavy Electricals Limited, Bhopal

FEEDERS MAINTENANCE DIVISION

TGM MAINT. DEPARTMENT

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Ref. No.: FDX/TGM/19-20/PM/06

Date: - 18.02.2020

Tender Enquiry No.: FDX/TGM/19-20/PM/06

To,

M/s.

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SUB.: - "Tender enquiry for "Preventive maintenance & servicing under annual maintenance contract for AGIE EDM wire cut CNC machine model 220CE serial no. 174, BHEL item no. 14/A/2067 in TGM Div."

Dear Sirs,

Your sealed offer in **TWO BID (Technical Bid & Price Bid)** is invited for the subject work, with scope of work given below in point 3. General terms and condition and statutory compliance as per annexure- IV, V & VI Other particulars are as follows: -

1. **Last date of submission of tender** **09th Mar. 2020** **11:00 A.M.**
Tender opening date / time **09th Mar. 2020** **02:00 P.M.**
Tender opening shall be in tender room at ground floor Administrative building.
2. The Servicing under annual maintenance Contract work shall be done four visit in a 2 year. Before the visit intimation at least a week in advance to be done for mutual agreement of dates. The activities to be planned in such a way that the machine if possible be made to run in II shift. The servicing work to be carried out by the specialized trained service engineer(s) with adequate experience to carry out work on the AGIE EDM wire cut CNC machine model 220CE serial no. 174, BHEL item no. 14/A/2067 in TGM Div."
3. Detailed Scope of work in every visit shall be - As per Annexure I.
4. The offer must be submitted in a sealed cover clearly mentioning the Subject on the Envelope & Tender Opening Due Date. For sending by post/ courier address is **WORKS TENDER BOX, TENDER ROOM, ADMINISTRATION BUILDING, GROUND FLOOR, BHEL BHOPAL 462 022.**
5. BHEL Bhopal reserves the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at his quoted price.
6. BHEL reserves the right to reject any one or all the offers without assigning any reason.
7. Tenderer are advised to inspect and examine the site and satisfy themselves before submitting their tenders, as to nature of work, risk and other circumstances that may influence or affect their tender.
8. Tenderer are advised to submit the lowest offer (Servicing charges under AMC including Traveling, Boarding and Lodging expenses for AMC per visit.), subject to our terms and

conditions of the contract so as to reach us on or before the due date. BHEL shall not be paid more than work order value.

9 All tender papers duly filled in and signed by the contractor must be enclosed with the offer, as a proof of acceptance of the condition of the contract.

10 **Facilities:** – All spares required during the work shall be supplied by BHEL. However, the contractor should make his own arrangement for all types of hand tools, pneumatic, electrical drilling machines, grinders etc. Crane facilities along with lifting tackles, welding sets if required shall be provided by BHEL.

5. Terms (Period) of contract: Two year from the date of Work Order

6. **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.

- 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.
- 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.
- Accepting authority reserves the right to reject any or all quotations without assigning any reason thereof.
- Quotations must be valid for at least 90 days.

7. The general terms and conditions and statutory requirements being attached herewith shall also form an integral part of the contract, agreement in case the work order is awarded. The jurisdiction area in case of any dispute will be Bhopal only.

8. **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.

9. **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.

10. **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 (Further details refer Clause 11 of Annexure- IV)

11. **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.

12. Workmanship and Upkeep: -

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

13. 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.

14. 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.

15. 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).

16. 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 or 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:**
 - (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(I) of the Employee's Compensation Act, 1923.

17. General Terms & Conditions: Contractor should follow the statutory compliances as per **Annexure-IV.**

Thanking You

Yours Faithfully
For BHEL Bhopal

Ved Prakash Meena
Dy. Mgr. (FDX)

Enclosure

(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 (PQR)	: - Annexure - VII
(viii)	GST	: - Annexure - VIII