



भारत हेवी इलेक्ट्रिकल्स लिमिटेड, भोपाल

(भारत सरकार का उपक्रम)

Bharat Heavy Electricals Limited, Bhopal

(A Govt. of India undertaking)

उत्कृष्टता की ओर अग्रसर

"Marching Towards Business Excellence"

NOTICE INVITING TENDER

FHX/TE 302/1920/2307

Date: 23.07.2019

Sub: - Tender enquiry for "Alignment repair of Columns, Cross Rail & Lead Screw assembly of Craven make Vertical Borer 2/A/40 of WTM, Block-1" as per Annexure-1

Ref.: Tender Enquiry No. FHX/ TE 302/1920/2307 Dated: 23.07.2019

Sir,

Your sealed offer in Two bids is invited for works contract for "Alignment repair of Columns, Cross Rail & Lead Screw assembly of Craven make Vertical Borer 2/A/40 of WTM, Block-1" as per Annexure-1

Scope of work, pre-requisites for submitting offer, facilities that would be extended by BHEL free of cost, terms & conditions etc. are mentioned in enclosed Annexure-1. Bidder shall make cash payment of Rs 500/- to BHEL towards tender cost and receipt of same shall be enclosed with the tender offer. A copy of these annexure duly agreed upon and signed by you shall be part of your offer. Deviations, if any, from our tender requirements have to be spelt out categorically in your offer, else it shall be presumed that your offer has no deviation. Above requirements and the pre-requisites mentioned in enclosed Annexure-1 are essential needs for your offer to qualify for further evaluation.

Your offer in sealed envelope, super-scribing your name, tender reference and due date of opening has to reach to the **Tender Room (Green Box), ADM Building Ground Floor. Latest by 11 am on 27.08.2019.** The offer shall be opened at 02.00 pm on same day in – Tender Room, ADM Building Ground Floor. Clarifications, if any doubt may be sought from the undersigned on any working day between 2 to 4 pm.

Yours faithfully

On behalf of Bharat Heavy Electrical Ltd

Encl: Annexure-1

Sr. ENGR-FHX

भोपाल : 462022, दूरभाष : 2500100 (7 लाईन्स), फैक्स : 0755 - 2500425, तार : भारतइलेक

Bhopal : 462022, Phone : 2500100 (7 Lines), Fax : 0755 - 2500425, Gram : BHARATELEC

WEB SITE ADDRESS : www.bhelbhopal.com

पंजीकृत कार्यालय : बी.एच.ई.एल. हाउस, सीरी फोर्ट, नई दिल्ली - 110049

Regd. Office : BHEL House, Siri Fort, New Delhi - 110049

WEB SITE ADDRESS : www.bhel.com

ANNEXURE -1

Sub: - "Alignment repair of Columns, Cross Rail & Lead Screw assembly of Craven make Vertical Borer 2/A/40 of WTM, Block-1" as per Annexure-1

SPECIFICATION OF THE MACHINE 2/A/40:

Table Dia: 2240 mm, Maximum Turning Dia: 2490 mm, Height cross Slide: 2083 mm,
Weight Capacity: 16 T, Ram Tilting: 30 degree

SCOPE OF WORK:-

1. Removal of Electrical connections, sensors, Panels and motors.
2. Removal of Oil Lines.
3. Dismantling & removal of cross rail top couplings, connecting shafts and gear boxes LHS and RHS.
4. Dismantling & removal of LHS and RHS Ram Assembly.
5. Dismantling & removal of Lead screws, Box Nuts and Cross Rail.
6. Dismantling & removal of Vertical Columns.
7. Repair by Scrapping/machining/Welding and matching of Vertical Columns, Cross Rail and Ram Assembly
8. Erection and Alignment of Columns and Cross Rails after repair
9. Erection and Assembly of Lead Screws, Boxnuts, cross rail top couplings, connecting shafts and gear boxes at both ends.
10. Erection and Assembly of Ram Assembly LHS and RHS.
11. Fixing of Electrical connections, sensors, Panels and motors.
12. Fixing of Oil lines and checking of oil circuit.
13. Trial Check, Geometrical Check and Handover of the machine.

Work Completion Period: 90 days from the release of machine.

- 1) Working Time: - 1st shift (7:00 AM to 4.00 PM)
-2nd shift (4:00 PM to 1.00 AM)
Sunday/Holiday duty: Gate pass arrangement in advance to be made for entry.
- 2) One supervisor in each shifts to be provided to supervise all jobs.
- 3) Skilled workers should have ITI in Fitter / Electrician trade or minimum three year experience of similar work.
- 4) Age of the person should not be more than 60 year In case of retired persons from public Sector/private sector having rich experience; age limit can be relaxed for 5 years.
- 5) The persons should be able to work at height of 6-10 meter and contractor to provide adequate aids for their safety.
- 6) Party to submit list of manpower proposed along with their detail in technical bid.
- 7) Sufficient manpower to be provided by contractor for successful and timely execution of the Work Order.



PREQUALIFICATION CRITERIA

- 1) Average financial annual turnover during the last 3 years ending on 31st March of the previous financial year, should be at least Rs 2,35,000/-
- 2) Experience of having successfully completed similar works in/for reputed industry during last 7 years ending on 31.05.2019 should be either of the following.
 - a) One similar completed work costing not less than Rs 6,27,000/-
 - b) Two similar completed works costing not less than Rs 3,92,000 /-
 - c) Three similar completed works costing not less than Rs 3,14,000 /-

3) Definition of Similar Work

Experienced in Preventive and Breakdown maintenance of Vertical Borers having

- a) Table diameter upto 1 meters.
- b) Cross Slide height upto 1.5 meters.

Note:

- 1) Bidder to furnish copy of Work Orders and Completion certificates.
- 2) Bidder to furnish all supporting documents like Registration, PF, ESI, Service Tax, Labour License(if required) etc.
- 3) The bidders offer may be rejected based on unsatisfactory past performance in any of the contracts of BHEL Bhopal or any of its units.
- 4) If the tender furnishes wrong information in his offer, BHEL reserves the right to reject such tender at any stage or to cancel the contract, if awarded and forfeit the security Deposit.
- 5) BHEL reserves the right to cancel this tender, at any stage, without assigning any reason whatsoever and in such case no bidder shall have any claim arising out of such action.
- 6) The incomplete / unsigned offers may be summarily rejected. The bidder should submit the complete offer in all respect, with all pages of NIT duly signed & sealed.
- 7) Bidders may visit BHEL Bhopal for machines familiarization and for better assessment to quote. For Gate Pass arrangement FHX department, Bay-4, Block-1 to be contacted.

WARRANTY PERIOD

Warranty of six months from the date of acceptance of machine shall be applicable for services/spares provided by Contractor.

PAYMENT TERMS

Payment shall be done within 90 days from the date of submission of Bills after successful completion of work and trouble free trial period of 30 days.

LD/PENALTY CLAUSE

LD is liable to be deducted @ 0.5 % of the contract value for per week of delay in completion subjected to the maximum of 5% of the contract value.



GST CLAUSE.

1. Wherever bidders are required to supply services at project site Party has to submit GST registration no. of the State in which project site is located along with copy of registration certificate at the time of submission of Bid. In case the same is not available at the time of submission of bid, the contractor has to give an undertaking that the same will be arranged before award of work order.
2. HSN Code / SAC, rate of tax under GST and applicable GST (IGST, CGST / SGST/UTSGT) and GSTIN shall be clearly mentioned by the Bidder.
3. GST portion of the invoice shall be released only upon: -

2.2.1 All invoices raised by contractors/ vendors must be GST compliant Tax invoices as per GST invoice rules.

2.2.2 Contractor declaring such invoice in his GSTR-1 or any modified return as notified by government.

2.2.3 Receipt of goods/services and tax invoice by BHEL and

2.2.4 Confirmation of payment of GST thereon by contractor on GSTN portal

2.2.5 Alternatively, Contractor has to submit BG of appropriate value which shall be valid at least one month after the confirmation of date of payment of GST by contractor on GSTN portal and receipt of Tax invoice and receipt of services, whichever is later. Contractor has to give an undertaking in this regard.

2.2.6 Contractor has to give an undertaking to BHEL that they have declared invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL.

Payment to contractor for GST portion will be released only after completion of above activity and on availment of ITC by BHEL.

4. In case GST credit is delayed/denied to BHEL due to non/delayed receipt of services/goods and/or tax invoice or expiry of the timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from the contractor along with interest levied/leviable on BHEL.

Reverse Charge under GST

- 5A. In respect of services, reverse charge liability shall arise at the earliest of date of payment to service provider or 60 days from the date of issue of invoice by service provider. Contractor has to submit bill for payment within 30 days from the date of invoice. Any interest or penalty implications attributable to the contractor shall be recovered from them.
- 5B. Any GST liability arising on BHEL under reverse charge before actual receipt of goods and/or invoice thereof would be subject to recovery on interest leviable for the period between the date of such liability and actual date of eligibility of ITC based on receipt of goods, receipt of invoices and other condition specified in GST Law.

Liquidated Damage / Penalty

6. Liquidated damage (LD) or penalty if chargeable from suppliers / contractors as per NIT, applicable GST will be charged in addition to the same.

Tax Deduction at source

7. TDS as per extent provisions of the GST Law shall be deducted from supplier/ contractor bill.



COMPENATION IN CASE OF DEATH/PERMANENT INCAPACITATION.

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 of 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, trail operation, performance guarantee testing undertaken by the company or during any works/ during working at BHEL Units/ Offices / townships and premises / Projects 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)
- d) Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to Section 2 (I) of the Employee's Compensation Act, 1923".

IN CASE OF "DISCREPANCY IN WORDS & FIGURES QUOTED IN PRICE BID"

- a. If, in the price structure quoted for the required goods! Services/ works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- b. If there is an error in a total corresponding to the addition or subtraction of subtotals , the subtotals shall prevail and the total shall be corrected; and



- c. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
- d. If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

Conciliation Clause:

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.

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 and as provided in BHEL Conciliation Scheme 2018.



Techno – commercial bid” “PART -1”

Sub: - Tender enquiry for “Major Overhauling & Alignment of Cross rail and Columns, Repair & Fitment of Lead Screws and Boxnuts Assembly of CNC vertical borer 2/A/40 of WTM Division, Bay-2, Block-1”

Ref.: Tender Enquiry No. FHX/ TE 302/1920/2307 Dated: 23.07.2019

Following documents are necessarily to be annexed by bidder with Techno – commercial bid (PART -1)
For pre-qualification:

- 1 Name & Address of the firm :
- 2 Name of the contact person :
- 3 Phone No. :
- 4 Email ID :
- 5 Year of establishment of the firm :
- 6 Certificate of registration of the firm : Y/N
- 7 Labour license establishment validity. :
- 8 P/F No. :
- 9 ESIC Registration No :
- 10 PAN No. :
- 11 Tender fee Rs 500/- :
- 12 EMD (min Rs 15,680/-) :
- 13 GSTIN :
- 14 Income Tax return for last 3 years.
- 15 Profit Loss Statement of Last 3 years.
- 16 Balance sheet of Last 3 years. :
- 17 Bidder to attach documentary proof copy of
 1. Experience of having successfully completed similar works during last 7 years ending on 31st May 2019 should be either of the following.
 - a. One similar completed works costing not less than Rs 6,27,000 /-
 - b. Two similar completed works costing not less than Rs 3,92,000 /-
 - c. Three similar completed works costing not less than Rs 3, 14,000 /- .
 - d. Vender must submit the copy of work order with completion certificate (signed by DGM and above for BHEL Work Orders).

I hereby confirm that I am authorized to accept the terms and conditions and sign the tender documents & the information given is true & correct.

Date:
Place:



Signature of authorized signatory with name & seal

Please generate a checklist as per sample format given below for submitted paper

CHECK LIST

Sl. No	BHEL Requirement	Yes/No	Page No.	Remarks
1.	Tender cost of ₹ 500/-			
2.	Earnest money Rs 15,680/-			
3.	Provident Fund			
4.	ESI No.			
5.	Labour License No. & Validity			
6.	Registration No.			
7.	PAN No.			
8.	GSTIN			
9.	Income Tax Return (Last 3 years)			
10.	Profit Loss Statement of Last 3 years.			
11.	Balance Sheet of Last 3 years.			
12.	Detail of proposed manpower			
13.	Experience of having successfully completed similar works during last 7 years ending on 31 st May 2019 should be either of the following.			
A	One similar completed works costing not less than Rs 6,27,000/-			
B	Two similar completed works costing not less than Rs 3,92,000 /-			
C	Three similar completed works costing not less than Rs 3,14,000/-			
D	Copy of work order with completion certificate (signed by DGM and above for BHEL Work Orders)			

"PRICE BID - PART - 2"

Name of the party :
Address :
Phone No. :
Email & Fax :
Name of contact person :
Total amount quoted to carry out

S.No	Work Description	Rate (in Rs)	
1.	Alignment repair of Columns, Cross Rail & Lead Screw assembly of Craven make Vertical Borer 2/A/40 of WTM, Block-1		
		GST	
		Grand Total	

Signature of authorized with name & seal



B) GENERAL TERMS & CONDITIONS

- Contractor shall do complete supervision of work assigned to the contractor only, BHEL supervisors shall only extend special guidance. Only experienced personnel shall be deployed and no change shall be made without permission of In-Charge, Block Maintenance (FHX).
- All general tools & tackles required to perform the assigned work shall be arranged by the contractor, special purpose tools & tackles shall only be provided by BHEL.
- All necessary Personal Protection Equipment's (PPEs) shall be arranged by contractor.
- BHEL rules and regulations including safety rules and regulations, statutory rules shall be binding on contractor's personnel. In the event of any accident taking place during work in the plant, no compensation payable to contractor and his employees shall be binding on BHEL.
- Statutory requirements from Labor Law point of view (mentioned in the enclosed annexure) shall be strictly observed by the contractor.
- No medical, Canteen, Conveyance facilities and Residential accommodation shall be extended to contractor's employees.
- In the event of breach of contract, BHEL shall reserve the right to withdraw the contract at any stage without any prior notice to the contractor. Periodical review shall be carried out to ascertain the performance of contractor and shall be reported to him in case found not up to expectation. If no improvement forth coming, contract may be discontinued without informing contractor.
- Normal work time shall be 07:00 am to 04:00 pm on all working days. However, if situation so demands, contractor has to deploy his employees on Sundays and Holidays as well. Also under special circumstances, contractor's employees shall be detained beyond normal working time. This shall be done with prior approval of competent authority.
- Un-reasonable delay in work shall attract penalty form contractor's subsequent bills. If situation so demands, the work may be allotted to other contractor at the risk and cost of contractor in order to get the work completed in required time.
- Contractor shall furnish their agreement for the contract with all the terms & conditions on stamp paper as per the BHEL practice.

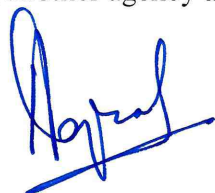
C) FACILITIES EXTENDED BY BHEL FREE OF COST

Following facilities shall be extended by BHEL to the contractor free of cost:

- Spare parts, if any, required to carry out aforesaid scope of work,
- Necessary consumables like Kerosene, Cotton rug, Lubricant, Electricity etc.,
- All material handling facilities such as EOT Crane, Fork lifter, Jumbo, Slings etc. inside the factory premise. However, contractor shall arrange the operator,
- Facilities such as welding machines, welding rods, taps etc. to carry out repair work,
- Special measuring instruments and special tools & tackles,

D) CONTRACT SHORT CLOSING/TERMINATION

Contract may be short closed/terminated by BHEL if performance of contractor doesn't meet the wants of contract causing production delay. BHEL reserves the right to get the remaining part of the contract or balance work completed by engaging another agency at risk and cost of the contractor.



E) OTHER TERMS AND CONDITIONS

Qualification/skill requirements

In case of newly deployed contract labour for skilled job, ITI qualification is mandatory whilst for those who have skilled work experience but no ITI qualification, at least three years skilled work experience as ascertained by HOD shall be necessary for deployment.

Attendance record of contract workers –

“The contractor to maintain Biometric Punch data Attendance record for each work order in respect of the contract labourers deployed by him in the department. Contractor has to ensure the availability of attendance record at the place of work/deptt.

Attendance register shall be maintained in the format of Form No XVI as per CL (R&A) Central rules 1971 and available on CLC web page. If during any inspection, the attendance register is not found at the place of work, the contract is liable to be short closed/ terminated. “

Wage record of contract workers –

“The contractor should maintain a Wage Register against each work order in respect of the contract laborers deployed by him in that department. Wage Register shall be maintained in the format of Form No. XVII/XVIII as per CL (R&A) Central Rules 1971 and available on CLC web page The Wage Register shall be based on the Attendance Register as mentioned above. The Contractor shall issue Wage Slip to each contract worker, every month on the last day of the wage month. Wage slip shall be as per the CLC format available at CLC Web page. The Contractor shall pay wages not later than 7th of the succeeding month. The Wage Register shall bear the PF and ESI nos. of the workers”. In case contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the security deposit /other dues under the contract can be utilized by BHEL to discharge the liability of the contractor.

Compliance of PF/ ESI deductions –

“The Contractor shall file the electronic return of PF/ ESI and submit proof of payment of both the employer’s and employees’ contributions every month. (PF has to be remitted by 15th and ESI by 21st of the succeeding month.) Contractor shall submit the challan along with copy of a self-certified list of contract workers (bearing their names and PF/ESI no. and deductions made) for whom the contribution has been submitted by him for the said period. Such list shall be displayed in the notice board of the department.”

Workmanship and Upkeep –

Utmost care must be taken by contractor to repair the machine/plants in proper way with quality workmanship within stipulated time.

Uniform, shoes & helmet for contract workers-

“In the first month of the execution of work order the contractor shall provide distinct uniform different from BHEL uniform, shoes & helmet to his workers and provide an undertaking on this regard to the department and the first bill shall be processed only on the production of the undertaking. In case of non-compliance beyond second month the contractor shall be issued notice of termination of contract.”



Supervision of Contractor labour-

“The contractor should provide for at least one identified supervisor. All issues regarding discipline at the works like work allocation, early exit, snacks distribution etc. are to be supervisor’s personal responsibility.”

Safety and Disciplinary Action-

- Contractor shall ensure that his employee do not indulge in any unsafe or hazardous practices. They use safety equipment such as safety belts, safety shoes, goggles, helmet and masks where use of such equipment is required in day-to-day operations. All such safety gadgets will be provided by the contractor failing which the contract operating division will provide safety equipment to such employee of the contractor at the cost of the contractor to be recovered from his bills. Contractor shall fully indemnify BHEL against any claim for damages for injury to person or property resulting from such accidents.
- Contractor to ensure that employee deployed in the premises is physically and mentally fit and do not have any criminal record.
- Contractor will be responsible for good conduct of his employees. In case of misconduct, contractor shall take prompt disciplinary action as per "Model Standing Orders" on the advice of Contracting officer.
- The contractor has to provide a distinct uniform different from BHEL employees. The Uniform should have logo of the Contractors firm / company. The uniform shall be kept in neat, tidy and wearable condition. Wherever necessary, the Cap shall be integral part of the uniform.
- Contract awarded is liable for termination for any contravention of statutory provisions or any other reasons without assigning any explanation or notice to the contractor.
- Contractor shall fully comply provisions of various applicable labour laws

Contract labour accidents while at work-

“In case of medical emergencies faced by contract worker at work, medical facilities in the interest of the well-being of the worker shall be provided by BHEL. The decision of the doctors attending the emergency shall be final and binding. The cost incurred shall be deducted from the bills of the contractor. The Contractor shall complete the ESI formalities and BHEL shall submit claim of reimbursement of medical expenses to ESI. The amount reimbursed by ESI shall be paid back to the contractor.”

Prohibition on influencing and interfering on behalf of contractor-

The Contractor shall neither try to influence, chase or interfere into the working of BHEL officials nor engage BHEL employee or any other third person for the same. In case such incident does occur, it may lead to disqualification/debarring from the contract. Any contractor shall be debarred from consideration if any of his relations is working in the product/functional group in which the contract is being issued.



Records and Information to be Furnished by Contractor-

- Contractor shall maintain neatly, completely and legibly registers, records, reports and returns for inspection by various authorities.
- Contractor shall provide information as required in respect of all his employees employed by him to enable the contract operating division to monitor compliance of PF/ESI and also to enable him to furnish information to Ministry and Labour deptt. as may be required.
- Contractor shall provide full particulars of each employee employed by him before start of the work and from time to time. He will also endorse a copy of returns furnished by him to the Labour Department under the Contract Labour (Regulation and Abolition) Act 1970

Compliance of Statutory Provisions-

Contractor shall fully comply provisions of various applicable labour laws provisions of the following enactments and other enactments as applicable for such contracts.

- Contract Labour (R&A) Act 1970 and rules 1971.
- Payment of Wages Act.
- Minimum Wages act 1948, M.P. Rules 1958
- Employees State Insurance Act 1948, Rules and regulations 1950
- Employees Provident Fund Act 1952 and Pension Scheme 1995
- Workmen's Compensation Act 1923
- Factory Act 1948
- Maternity Benefit Act 1961
- Equal Emolument Act 1976
- M.P. Shram Kalyan Nidhi Adhiniyam 1982
- Payment of Bonus Act 1963
- Shop & establishment Act 1958
- Inter State Migrant Act

Statutory Registration and Clearances-

Contractor shall commence the work only after obtaining:

1. Labour License
2. Provident fund code no.
3. ESI code no
4. Registration no.
5. Notice of commencement in Form 6-A & Maintain Register of workers in form 13.

Contractor shall ensure following while executing Contract-

- Employment card as per rule no 76 of Contract Labour (Regulation & Abolition) MP rules, 1973
- Appointment letter to his employees.
- Annual leave with wages including EL, CL, National Holiday & Festival holiday.
- Leave record register.
- Shall engage only adult workers who have attained the age of 18.

