



BHARAT HEAVY ELECTRICALS LIMITED
Central Foundry Forge Plant, HARIDWAR
FAX: 01334-281862
Phone: 01334-285783

TENDER DOCUMENT

TENDER DOCUMENT NO.: FF: 20: MRM: RM: WC: 01: 007, Date: 26.06.2020
Due Date for opening of Tender Enquiry: 17.07.2020

Tender for ***“Annual Maintenance Contract for Machines in Machine Shop & QM Work Shop.”***

LIST OF DOCUMENTS ATTACHED

S1 No	DOCUMENT	Page No
1	TENDER DOCUMENT	1-3
2	ANNEXURE – I : General Terms & Conditions	4-12
3	ANNEXURE II: PQC	13
4	ANNEXURE III: (A) manpower deployment, extent & scope of work and, Scope of supply of material (B) Location wise list of Machines. (C) Specific terms & conditions, Payment terms.	14-25
5	ANNEXURE – IV: FORMAT FOR PRICE BID (To be submitted by contractor in separate sealed envelope along with tender)	26
7	ANNEXURE – V: DRAFT FORMAT FOR CONTRACT FOR AWARD OF WORK ON JOB CONTRACT BASIS (AGREEMENT)	27-28
8	ANNEXURE VI: Check list to filled by bidder	29

NOTICE INVITING TENDER (NIT)

Note: Bidder may download Tender Documents from web sites

To,

Dear Sir / Madam

Sub: NOTICE INVITING TENDER

We, Bharat Heavy Electricals Limited, a Govt. of India Undertaking under the administrative control of Ministry of Heavy Industries, invites offer **in two part bid** in sealed envelope from reputed & experienced bidders for the subject job as per the tender document. Following points relevant to the tender may please be noted and complied with

Tender Notice

Name of Work	<i>“Annual Maintenance Contract for Machines in Machine Shop & QM Work Shop.”</i>
NIT No	FF: 20: MRM: RM: WC: 01: 007, Date: 26.06.2020
Period of Work	Two years
NIT Value (Rs.)	90 Lakhs
Amount of Earnest Money Required (Rs.)	1.80 Lakhs
Last date and time of Receipt of Tender	17.07.2020, 10:00 AM
Date & Time for opening of Technical Bid	17.07.2020, 10:30 AM
Splitting of Work (Ratio)	NO
Place of opening of Tender	<i>Tender Room, Back Side of Main Administrative Building, CFFP, BHEL, Haridwar-249403 (Uttarakhand)</i>
Tender Document Cost	NIL
Contact Detail	Shri- NARAYAN KUMAR, DGM-WCX Contact Address: 1 st Floor ADM Building, CFFP, BHEL Haridwar Email: narayank@bhel.in Phone: 01334-28-5783, 5447 Fax: 01334-28-1862

Note:

1. Full set of Tender may be downloaded from websites (www.bhelhwr.co.in), www.bhel.com, <https://eprocure.gov.in>

GENERAL INFORMATION

1) **NATURE OF THE CONTRACT:** “*Annual Maintenance Contract for Machines in Machine Shop & QM Work Shop.*”

2) **TYPE OF BID:** *Two Part Bid.* (Techno-commercial & Price Bid)

3) **DATE OF ISSUE OF TENDER DOCUMENT:** 26.06.2020

4) **LAST DATE OF RECEIPT OF TENDER:** 17.07.2020 *up to 10:00 AM*

5) **ADDRESS FOR TENDER SUBMISSION:** CFFP Tender Room
CFFP, BHEL, Ranipur, Haridwar
Uttarakhand, PIN: 249403

6) **DATE & TIME OF OPENING OF TENDERS:** Technical Bid will open *on 17.07.2020 at 10:30 AM.*

7) **PLACE OF OPENING OF TENDER:** CFFP Tender Room, *CFFP, BHEL.*

8) **AMOUNT OF TENDER DOCUMENT FEE:** *NIL*

9) **AMOUNT OF EARNEST MONEY (EMD) :** 1.80 lakhs
(To be submitted along with the tender)

10) **SECURITY DEPOSIT (SD):** **5% of the contract value.**

11) **PROPOSED PERIOD OF THE CONTRACT:** Two years from the Date as specified in work order.

12) **Envelope wise details:**

1. **Envelope -1#** (Technical Bid) shall contain ANNEXURE- I, II, III, V & VI (duly filled, signed and stamped on each page) along with supporting documents and EMD.
2. **Envelope-2** (Price Bid) shall contain duly filled, signed and stamped Price Bid format only (Annexure-IV). The word “**Price BID**” must be clearly mentioned on the envelope containing price bid.
3. **Envelope-3** shall contain Envelope-1 & Envelope-2.

Following shall be subscribed on the Envelopes

- “TENDER DOCUMENT NO.: **FF: 20: MRM: RM: WC: 01: 007, and Tender opening date: 17.07.2020.**
- “NAME OF THE COMPANY WITH FULL ADDRESS”

CFFP, BHEL will not be responsible and will not accept late tender for any delays on account of postal delays, loss of documents, etc.

GENERAL TERMS & CONDITIONS OF CONTRACT

01. DEFINITIONS:

In these general conditions of contract, the following terms shall have the meaning hereby assigned to them except where the context otherwise requires: -

- (a) The "CONTRACT" means the documents forming the tender and acceptance thereof and the formal agreement if any, executed between the Bharat Heavy Electricals Ltd., Central Foundry & Forge Plant, Haridwar and the contractor together with all the documents referred to therein including General and Specific terms & conditions of contract, specifications, designs etc. All the documents as applicable taken together shall be deemed to form one contract and shall be complementary to one another.
- (b) The "TENDER DOCUMENT" means the form of tender as applicable vide and / or General and Specific Conditions of contract, and the specifications and/or drawings as given to contractors for the purpose of preparing their tender including "Notice Inviting Tender".
- (c) The "SITE" or "SHOP" means the land and/ or other place on into or through which the work is to be executed under the contract or any adjacent land, part or structure which may be allotted to or used for the purpose of carrying out the contract.
- (d) The "CONTRACTOR" means the individual firm or company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the person(s) composing the firm or company and the permitted assigns of such individuals or firm or company.
- (e) The "EXECUTIVE IN-CHARGE" means any Executive deputed by BHEL to supervise the execution of work or part thereof.
- (f) The "TIME OF COMPLETION" is the date or dates for completion of the work or any part of the work as set out in or ascertained in accordance with the individual work or the tender documents or any subsequent amendments thereto.
- (g) "PPE's" Personal Protective Equipment - Specialized clothing or equipment worn by workmen for protection against health and safety hazards.

02. DOCUMENT SUBMISSION: -

i) All documents / annexures submitted with the offer shall be properly attached with the respective sections and pages serially numbered e.g. 1/24, 2/24 and so on. BHEL shall not be responsible for any missing documents.

ii) Offer & documents submitted along with offer shall be signed & stamped in each page by contractor's authorized representative. No overwriting / correction in tender documents by bidders shall be allowed. However, if correction is unavoidable, the same may be signed by authorized signatory.

iii) The representative of the Bidder may choose to witness the Tender opening and have to produce the Authorization Letter in the tender room, before opening of the Tender. The representatives without Authorization Letter will not be allowed to participate in the Tender opening.

03. AUTHORIZED SIGNATORY: -

The selected bidder shall submit at the time of signing the contract, authorization from Proprietor/Competent authority authorizing an official or officials of the company to discuss, sign agreements/ contracts with BHEL.

04. CHANGE IN CHARACTER OF THE BIDDER: -

In the event, wherein there is any change in the character of the contractor's firm by means of change in structure or the transfer of ownership of the firm, the firm has to inform BHEL well in advance with proper documents that the new entity shall be contractually accountable to BHEL for the contract signed by the original firm. BHEL decision in this regard shall be final and binding on the contractor.

05. OWNERSHIP OF MULTIPLE COMPANIES/ FIRMS: -

To maintain the fairness in bidding, two or more firms with same ownership or agent cannot participate in same tender. In such cases the BHEL has right to cancel/reject the offer/order at any stage.

06. WORKS TO BE CARRIED OUT:

The contractor shall arrange all labour, materials, tools, plant, equipment & transport which may be required for execution of work as specified in tender enquiry, and in the entire execution of work as per BHEL terms and instructions.

07. DEVIATIONS:

Deviation with respect to tender clauses and additional clauses / suggestions / in Techno-commercial bid / Price bid may not be considered by BHEL. Bidders are requested to positively comply with the same.

08. Validity of offer shall be for a minimum period of 90 days from the date of Tender Opening.

09. TAXES, CESS AND OTHER DUTIES:

All charges on account of taxes, cess terminal or GST and/or other duties on materials obtained for the work (excluding materials provided by BHEL) shall be to the contractor's account.

10. LAWS GOVERNING THE CONTRACT:

This contract shall be governed by the Indian Laws.

11. COMPLIANCE TO REGULATION AND BYE LAWS:

The contractor shall conform to the provisions of any statute relating to the work, regulations and bye-laws of any local authorities.

12. ADMISSION TO SITE:

The contractor shall not enter on (other than for inspection purpose) or take possession of the site unless permitted to do so by Executive In-charge. The portions of the site to be occupied by the contractor shall be clearly defined and marked on the site plan, and the contractor will not on any account be allowed to extend his operations beyond these areas.

BHEL reserves the right of taking over, at any time any portion of the site which it requires and the contractor shall at his own expense clear such portion within specified time given by Executive in-charge. The photography of the site of work or any part therein, publishing or otherwise circulation will not be allowed without the prior written permission from the Executive in-charge.

13. CONTRACTORS SUPERVISORS:

The contractor shall either himself supervise the execution of the contract or shall appoint competent authorized representative.

14. LABOUR LAWS TO BE COMPLIED WITH BY THE CONTRACTOR:

- The contractor shall employ labour in sufficient number to maintain the required rate of progress and of quality required to ensure workmanship of the degree required as per the specifications.
- Contractor to ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc. Contractor will be responsible for good conduct of their employees. In case of any misconduct /misbehavior by any employee, the contractor will replace such employee(s) immediately.
- BHEL shall have the privities of the contract with the contractor only and will give instructions to the contractor or his authorized representatives. BHEL will have nothing to do or be concerned with the employment of employees working for the contractor. The relationship between BHEL and the contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or an employer employee relationship.
- The contractor shall obtain a valid labour license under the Contract Labour (R&A) Act 1970, and the Contract Labour (Regulation and Abolition) Central Rules 1971, before the commencement of the work, and continue to have a valid license until the completion of work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act 1986. The relevant statutory provisions of the State Government of Uttarakhand shall also be applicable in Toto.
- The contractor shall observe provisions of the Factories Act 1948 in respect of working hours, holidays, rest intervals, leaves and overtime etc. Also adhere to the provisions of Employee Provident Fund & Miscellaneous Act 1952, Employee State Insurance Act

1948, Minimum Wages Act 1948, Payment of Bonus Act 1965 and provisions of all other such Acts applicable and issued from time to time.

- Any failure to fulfill this requirement shall attract the penal provisions of the Contract arising out of the resultant non-execution of the work.

15. ACCOMMODATION FOR LABOUR:

The contractors shall arrange accommodation for the work people at his own expenses during the progress of the work. BHEL will not provide any accommodation or place for accommodation to the contractor.

16. MEDICAL EXPENSES:

The contractor shall arrange all the medical expenses of its labour through ESI or at his own.

17. MOBILIZATION PERIOD:

The mobilization period shall be from the date of issue of Work Order or as specified by BHEL.

18. TOOLS AND PLANTS(T&P) AT SITE:

The contractor, shall at his own expense, supply all tools plants and equipment (herein after referred to as T & P) required for the execution of the contract other than those listed in Bill of quantity, which subject to their availability may be given by BHEL on hire basis to the contractor or issued free for use in execution of the work, as specified in the tender documents.

19. SAFETY AND SECURITY:

- a. The contractor shall ensure proper safety of all the workmen, materials, plant and belonging to him or to BHEL or to others, working at or near the site. The contractor shall also be responsible for provision of all safety notices and safety equipment required both by the relevant legislation and the Executive in-charge as he may deem necessary for execution of job.
- b. The contractor shall adopt adequate safety measures and use of protective clothing by all the workmen at site whether engaged or not in actual of work or supervision thereof. The contractor shall ensure that the workmen on site, use appropriate PPE's which is necessary for the health & safety of workmen.
- c. The contractor shall be responsible for safety arrangements of all equipment and PPE's to be used in connection with the execution of the work and shall ensure employment of only trained person to operate the equipment. Only tested equipment, tools, wires, ropes etc. shall be used and shall periodically be tested to the satisfaction of the BHEL. All test certificates shall be made available to the BHEL at site as and when required. The PPE's and equipment provided by contractor shall comply with BHEL specifications/standards which may be taken from safety department of BHEL.
- d. The contractor shall ensure provision and maintenance of lights, guards, fencing with gates and watching when and where necessary or required by the BHEL or by any one duly constituted authority for the protection of the work and / or for the safety and convenience of the public or others.
- e. The contractor shall abide by all security regulations at site by the BHEL from time to time. The contractor shall provide identity badges to their personnel and workmen, which must be properly displayed by them at site.
- f. The contractor and his personnel / workmen shall be subject to security check by BHEL's own security personnel or CISF (if engaged by the BHEL) for the overall protection of the project.
- g. In case any accident occurs during the construction/ erection or other associated activities undertaken by the contractor thereby causing any minor or major or fatal injury to his employees due to reason whatsoever, it shall be the responsibility of the contractor to promptly inform the same to BHEL Executive in-charge in prescribed form. The contractor will be responsible for all pecuniary liability if any under such circumstances. Contractor shall take all statutory and regulatory approvals and comply with all formalities before start of work for safety and security.
- h. Medical examination of contract employees to be carried out by contractors as per statutory rules and regulations.
- i. Work permit system shall be complied for work at height/excavation/ confined space and other work as per BHEL requirement.
- j. Contractor shall abide specific health and safety requirement as per statutory norms.
- k. The contractor shall ensure/review aspects of appropriate activity hazard analysis and establish safe work procedure.

20. CANCELLATION/SHORT CLOSURE OF CONTRACT:

In case of non fulfilment of conditions by contractor or otherwise, BHEL reserves the right to cancel the contract at any stage by giving 30 days' notice.

BHEL also reserves the right to short close the contract at any stage giving 30 days' notice to the contractor without assigning any reasons thereof.

21. SUSPENSION OF BUSINESS DEALINGS WITH CONTRACTORS: -

In order to protect the commercial interests of BHEL, it becomes necessary to take action against suppliers / contractors by way of suspension of business dealings, who either fail to perform or are in default without any reasonable cause, loss of business / money / reputation, indulged in malpractices, cheating, bribery, fraud or any other misconducts or formation of cartel so as to influence the bidding process or influence the price etc. Guide-lines for Suspension of Business Dealings with Suppliers / Contractors shall prevail over which is available at BHEL website <http://www.bhel.com>

The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.

22. INSPECTION AND RECORDS:

The contractor shall supervise the work quality through qualified deployed manpower so as to ensure that the Works under this contract are carried out entirely to the quality standards of BHEL.

23. VARIATION OF PRICE.

No escalation in cost/price variation will be permitted during the contract period unless the same is specified in the tender.

24. OBLIGATION: -

(A) OBLIGATION OF THE CONTRACTOR

I. CONTRACTUAL

- i. The Contractor shall ensure that adequate no. of workmen is deployed for execution of the work awarded to him for ensuring uninterrupted working.
- ii. The authorized representative of The Contractor shall be available at all time to supervise the work allotted to him.
- iii. The Contractor to ensure that the workmen deployed in the premises of BHEL are physically and mentally fit and The Contractor should ensure that all the workmen who are not regular employee of The Contractor are having Police Verification. Such workmen should possess requisite skill & experience.
- iv. In case of any misconduct/misbehaviour by any workman, The Contractor will replace such workmen immediately.
- v. It will be responsibility of The Contractor to provide all necessary resources (man and machineries) as may be required, to perform the scope of work. BHEL shall issue necessary plant passes to The Contractor employees and its Contractor's workmen deployed for carrying out the job.
- vi. The Contractor will be liable for any pilferage/loss to BHEL due to acts of omission and commission by their workmen, if the reasons for such act is attributed to the Contractor
- vii. The Contractor should ensure proper maintenance and safety of all their equipment along with spares and consumables, material and plants belonging to him or to BHEL. The Contractor shall be responsible for enforcing all safety rules and regulations as per applicable statutory requirements at the work place and as notified from time to time.
- viii. The Contractor shall ensure that all their workmen wear the required PPE (personnel protective equipment) while working on the jobs. The Contractor

shall ensure all safety precautions for prevention of accidents of their workmen.

- ix.** The contractor shall ensure payment of minimum wages (as notified) to the contract labour deployed by him.
- x.** The contractor shall ensure payment of wages to their labours latest by 7th date of the following month.
- xi.** In case of any accident, it will be the sole responsibility of The Contractor to provide necessary medical aid to their injured workman and liaison with the concerned authorities i.e. ESI etc.
- xii.** The Contractor will be responsible for up keeping and maintenance of all tools & tackles issued to them. Any loss or damage of the same will be recovered from The Contractor.
- xiii.** In the event of termination of contract for any reason whatsoever The Contractor shall withdraw all their workmen from the premise of BHEL within the specified period. In case The Contractor decides to terminate services of their workmen, The Contractor should settle all terminal dues and shall indemnify BHEL against all such claims.

II. TOWARDS STATUTORY LIABILITY

- i.** The Contractor shall comply with all statutory requirements, rules regulations, and notifications in relation to employment of their workmen issued from time to time by the concerned authorities.
- ii.** The Contractor shall keep BHEL indemnified against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with workmen deployed by him.
- iii.** The liability for any compensation on account of injury sustained by any workman of The Contractor will be exclusively that of The Contractor.

(B) OBLIGATION OF M/s BHEL

- I. FACILITIES TO BE PROVIDED BY CFFP, BHEL, (free of cost unless otherwise specified):
 - i. Space inside CFFP's premises for execution of work.
 - ii. Power supply for execution of work as per work requirement.
 - iii. In case any facility used by contractor, the same will be charged in running bills.
- 25. SPLITTING THE WORK: -

Splitting of work shall be done as mentioned in the tender enquiry (NIT). Splitting shall be done only if there are three or more qualified bidders (N), the distribution shall be limited to (N-1) qualified responses. Rates of L-1 bidder, as finalized, shall be counter offered to the other bidders in case of splitting of order. In case any bidder(s) do not accept the L-1 rates, the counter-offer may be extended to other bidders.
- 26. EARNEST MONEY DEPOSIT
 - (a) Vendor is required to deposit the EMD as specified in NIT.
 - (b) EMD shall not carry any interest.
 - (c) Modes of deposit:

The EMD may be accepted only in the following forms:

 - (i) Cash deposit as permissible under the extant Income Tax Act (before tender opening) or any other Act/ Regulation.
 - (ii) Electronic Fund Transfer credited in BHEL account (before tender opening)
 - (iii) Banker's cheque/ Pay order/ Demand draft, in favor of BHEL (along with offer).

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.

(d) Forfeiture of EMD

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.
- (e) 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 suppliers/ contractors” and forfeited/ released based on the action as determined under these guidelines.
- (f) EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of award of work.
- (g) EMD of successful tenderer will be retained as part of Security Deposit.
- (h) EMD deposited in any modes other than specified at (c) above shall lead to cancellation of the offer.

27. SECURITY DEPOSIT(SD):

The contractor shall furnish the security deposit immediately on issue of the Letter of intent/ work order and before the commencement 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.

Security deposit may be furnished in any one of the following forms:

- i. Cash (as permissible under Income Tax Act) or any other Act/ Regulation.
- ii. Pay order, Demand Draft in favor of BHEL.
- iii. Local cheques of scheduled banks, subject to realization
- iv. Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
- v. Securities available from Post Offices such as National Saving Certificates, Kisan Vikas Patras, etc. (certificates should be held in the name of Contractor furnishing the security and duly pledged in favor of BHEL and discharged on the bank).
- vi. Fixed Deposit Receipts issued by scheduled Banks/ Public Financial Institution as defined in the Companies Act. The FDR should be in the name of contractor, A/c BHEL, duly discharged on the back.
- vii. Security deposit can also be recovered at the rate of 10% of Security amount from the running bills. However, in such cases at least 50% of the security deposit must be deposited before start of work and balance 50% may be recovered from the running bills.
- viii. EMD of the successful Tenderer shall be converted and adjusted against security deposit.
- ix. The security deposit shall not carry any interest.

28. BANK GUARANTEE:

In case the bank guarantees are required to be deposited towards security deposit/performance guarantee or for any other purpose as per the terms of the tender enquiry, such bank guarantees of the requisite value in the denominated currency of the purchase order should be from one of the Indian branch of BHEL consortium banks and the bank guarantee should be in the proforma as prescribed by BHEL. The proforma of bank guarantee and the list of consortium banks are displayed at BHEL website www.bhelhwr.co.in. However, in case the bank guarantee is not from BHEL consortium banks, then the bidder has to get the bank guarantee confirmed from one of the Indian branch of BHEL consortium banks and the bank charges for such confirmation will be borne by the bidder.

29. REFUND OF SECURITY DEPOSIT:

Security Deposit shall be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract.

30. GOODS & SERVICE TAX: -

Bidder has to specify the following in their techno-commercial bid (part I bid in case of two part bid):

I. a) Legal Name of the bidder as in GST registration, GST registration No., State, Place of business, category of registration under GST i.e. Registered dealer / Unregistered dealer/ dealer opted for Composition Scheme,

b) HSN (Harmonized System Nomenclature)/ SAC (Service Accounting Code), description of Goods/Services and applicable IGST/ CGST/ SGST rate and any other statutory levy, if any, for each item of Goods or Services.

II. a) Unregistered Dealer - In case of unregistered dealer, if GST will have to be paid by BHEL under reverse charge mechanism, the same shall be added to the quoted price for evaluation bid.

b) Dealer opting for Composition Scheme - In case of registered dealer, who opt for composition scheme at the time of submission of bid, no GST will be payable to the bidder and also same will not be considered for evaluation of bid. Dealer has to declare in technical bid that no GST is shown separately in price bid. However, in case at the time of actual supply, the bidder charges GST at normal rate, the same shall be reimbursed subject to the availability of GST credit to BHEL. In case GST credit is not available to BHEL, no GST will be payable to the bidder.

III. Reimbursement of GST shall be made by BHEL-Haridwar on matching of Contractor inputs as mentioned below at GST portal and after ensuring of availability of input credit to BHEL, Haridwar. Hence, Contractor has to ensure compliance as follows: -

a) Timely raising & submission of GST compliant Invoices

b) Timely receipt of GST

c) Timely and correct payment of applicable GST by supplier/contractor

d) Timely filing of return

e) Compliance of other applicable provisions on supplier/contractor has to also give consent to accept payment of tax after such matching in all cases where bills are submitted directly to BHEL.

IV. In the event of any disallowance of input credit (including reversal of credit) or applicability of interest or arising of any other financial liability on BHEL-Haridwar due to any default of supplier/contractor under GST such as non/delayed receipt of Good/Services, delayed raising & submission of invoices, delayed payment of tax, non/wrong declaration of sale by Contractor in return etc. or any other reason not attributable to BHEL, such implication shall be to supplier's/contractor's account and will be deducted from bills.

V. In case of Liquidated damage (LD) recovery, the applicable GST shall also be recoverable from the suppliers. TDS or any other tax on GST shall also be deductible as per prevailing Acts/regulations.

31. PAYMENT TERMS AND PAYMENT PROCEDURE:

Payments will be made to the contractor on successful completion of work on production of bills/ Invoice. The contractor has to submit Monthly Bill, Measurement Book with all necessary documents duly signed by the authorized persons to the concerned department.

Payment shall normally be released every month within 15 days from the date of submission of clear bills along with all supporting documents.

Payments will be made through e-payment system after deduction of Income tax at source as per Income Tax Act. Irrespective of the running payments made by BHEL at different stages, the Contractor shall be entitled to the payment upon successful completion of the works as per the contract only.

BHEL shall have no payment obligation for the period of Force Majeure/ Reasons beyond the control of any party.

32. PENALTY CLAUSE

Because of delay attributed to contractor, the contractor fails to complete work on or before the scheduled date of completion, a penalty amount equal to 0.50 percentage of the contract value/ unexecuted portion (as applicable) for every week of extension sought beyond the scheduled date of completion up to max. 10 % of the contract value shall be imposed on contractor. Such amount may be adjusted or setoff against any sum payable to the contractor under this or any other contract.

No penalty shall be imposed on contractor for the period of Force Majeure/ Reasons beyond the control of any party.

33. RECOVERY FROM THE CONTRACTOR:

Whenever under the contract any amount becomes recoverable from the contractor, the same may be deducted from any sum then due or which at any time thereafter may become due to the contractor under the contract or under any other contract with BHEL or from his security deposit, or he shall pay the claim on demand.

34. RISK PURCHASE CLAUSE: -

In case of delays in supplies / defective supplies/ incomplete work or non-fulfilment of any other terms and conditions given in Work Order, BHEL may cancel the work Order in full or part thereof and may also make the procurement of such material/service from elsewhere / alternative source at the risk and cost of the supplier/contractor. BHEL will take all reasonable steps to get the material/service from alternate source at optimum cost. If bidder does not agree to the above Risk Purchase Clause, BHEL reserves the right to reject the offer. In the eventuality of Risk Purchase, appropriate action will be taken as per BHEL extant rules. This will be without prejudice to any other right of BHEL under the contract.

35. BENEFITS TO MSE BIDDERS: -

MSEs shall be exempted from payment of Earnest money & tender cost at the time of tender deposit. However, there is no exemption of security deposit submission.

Benefits to MSE bidders as applicable, shall be given as per rule upon submission of Udyog Adhar along with certificate from Chartered Accountant or any other applicable document.

No benefits shall be applicable for that particular enquiry if the required documents are not submitted before price bid opening.

36. BENEFITS UNDER MAKE IN INDIA: -

Benefits under make in India order 2017 and subsequent shall be extended as per rules if applicable.

37. SETTLEMENT OF DISPUTES/ ARBITRATION

In all cases of dispute, the matter shall be referred for ARBITRATION by sole arbitrator to be appointed with mutual consent of the parties. BHEL shall suggest 3 names out of which the contractor will have to select the arbitrator. The award of the Arbitrator shall be final and binding on both the parties. The place of Arbitration shall be Haridwar.

JURIDICTION: The courts of Haridwar, India, shall have exclusive jurisdiction

38. FORCE MAJEURE CLAUSE

Notwithstanding any other thing contained anywhere else in the contract in case the discharge of obligation under the contract by either party is impeded, neither party shall be considered in breach of the contract to the extent that performance of their respective obligation is prevented by an event of Force Majeure that arises after the effective contract date.

In the above clause, Force Majeure means an event beyond the control of the parties to the contract which prevents a party from complying with any obligation of the contract including but not limited to:

- a) Act of God (Such as but not limited to earthquake, drought, tidal waves, floods etc.).
- b) War (whether war be declared or not), Hostilities Invasion, Act of foreign enemy etc.
- c) Rebellion, revolution, insurrection, civil war etc.
- d) Contamination of Radio Activity from any nuclear fuel or from any other nuclear waste or any other hazardous materials.
- e) Riots, commotions, strike unless restricted to the employees of supplier.
- f) Acts of terrorism.
- g) Change in law/ Regulation making the performance impossible.

The party claiming to be affected by force majeure shall notify the other party in writing immediately without delay on the intervention and on the cessation of such circumstances.

39. FRAUD PREVENTION POLICY: -

The Bidder along with its associate / collaborators / sub – vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about fraud or suspected fraud as soon as it comes to their notice". Fraud Prevention policy and List of Nodal Officers shall be hosted on BHEL website, vendor portals of Units / Regions intranet.

40. EVALUATION IN CASE OF MORE THAN ONE L-1 BIDDER: -

In the course of tender evaluation, If more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders. In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/ draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s). Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding to the bidders.

41. QUOTED RATES: -

Rates should be quoted as per the Price Bid. Rates quoted in any other form will not be accepted and is liable to be rejected.

- 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 as above.

PRE-QUALIFYING CRITERIA

This section details minimum requirement on part of the bidder for the “**Annual Maintenance Contract for Machines in Machine Shop & QM Work Shop.**” In general, the bidder must satisfy following criteria:

1. **General Profile:** The bidder must have a working experience in any of the fields listed at 1.1, 1.2 and 1.3 below and must be in the fields listed at 1.4 below consist of following machine tools:
 - a) Vertical Boring Machine of Table dia. 2500 mm or higher size
 - b) Horizontal Boring Machine of Spindle dia. 160 mm or higher size
 - c) Lathe Machine of bed length 2500 mm or higher
 - 1.1. Supply, Erection and Commissioning of Machine Tools
 - 1.2. Electrical & Mechanical Retrofitting/ Reconditioning of Machine Tools
 - 1.3. Maintenance of Machine Tools including mechanical, hydraulic, electrical and electronic maintenance
 - 1.4. Maintenance/ commissioning of PLCs, Drives, etc.
2. **Turnover and Financial Position:**
 - 2.1. Average annual financial turnover during the last 3 financial years ending 31st March of previous financial year (i.e. for the financial years 2016-17, 2017-18 and 2018-19), must be not less than Rs.13.5 Lacs.
 - 2.2. Bidder must submit proof of having carried out successfully work of similar nature during last 7 years ending last date of the month previous to the one in which NIT for this work is issued. Similar work means “Retrofitting of Machine Tools” OR “Reconditioning of Machine Tools” OR “Renovation of Machine Tools” OR “Uprooting, Shifting & Installation of Machine Tools” OR “Maintenance of Machine Tools on AMC basis” OR “Supply, Erection and Commissioning of Machine Tools” where machine tools will be considered as per clause 1(a), 1(b) & 1(c).
 - 2.3. The value of such works must be:
Not less than Rs. 18.00 Lacs for each of minimum three similar completed works with any organization of repute but not the bidders own organization

OR

Not less than Rs. 22.5 Lacs for each of minimum two similar completed works with any organization of repute but not the bidders own organization

OR

Not less than Rs. 36.00 Lacs for each of minimum one similar completed works with any organization of repute but not the bidders own organization

As a proof, completion certificate(s)/ Performance Certificate(s) from the original client(s) must be submitted. In case of AMC, order value per annum will be considered for evaluation. However, for long duration ongoing AMC contracts (greater than one year) if one year already been completed, based on Performance certificate of annual performance, bidder may qualify PQC. Any work supporting or facilitating to above work will not be considered.

(A) MANPOWER DEPLOYMENT, EXTENT & SCOPE OF WORK AND, SCOPE OF SUPPLY OF MATERIAL

A. MANPOWER DEPLOYMENT: The main responsibility of the contractor will be smooth operation of the machines and allied tools & auxiliaries under consideration. For this, the contractor will deploy adequate no. of persons with adequate knowledge and experience. The desirable manpower to be deployed by the contractor at the site are as listed below:

1. **Site In-Charge:** The site in-charge will primarily be responsible for all the works as mentioned in the extent and scope of work and will be the nodal agency from contractors' side for all the communication. He must be well qualified and experienced in handling maintenance and retrofitting/reconditioning of similar machines. The site in-charge must be easily available to the maintenance and production departments on 7 X 24, single call basis. During his/her absence from site, he/she will nominate another person of at the most one rank below with prior intimation to the maintenance department.
2. **Shift Supervisors:** There will be three supervisors of which at least two must be from Mechanical side, one from Electrical/Electronic side. The shift supervisors will basically act as team leaders for the workforce deployed on any work. The supervisors must be well qualified and experienced in handling maintenance and retrofitting/reconditioning of similar machines. Supervisor for Electronics/Electrical Maintenance must necessarily be have some experience in VFDs, PLCs & other electronic equipment.
3. **Fitters:** There will be adequate no. of fitters (skilled manpower) deployed in A-shift, B-shift & C- Shift as per shop maintenance requirement.
4. **Electricians:** There will be adequate no. of electricians (skilled manpower) deployed in A-shift, B-shift & C- Shift as per shop maintenance requirement.
5. **Helpers:** Contractor will deploy adequate number of helpers (in A-shift, B-shift & C- Shift as per requirement) for assisting the above staff as per shop maintenance requirement.
6. **Others:** Contractor will deploy one no. of skilled manpower for office assistance & computer feeding work in maintenance office. The contractor should also deploy staff for minor welding repair work and under certain special circumstances. However, the overall responsibility of all the persons including regular and temporary workforce, the supervisors and the site in-charge will be that of the contractor.
7. The overall team must be experienced in Maintenance/Reconditioning/Retrofitting of such machines including Lathes, Vertical Boring Machines, Horizontal Boring Machines and other machine tools, High-Bay Luminaries etc. The work related to LT Electrical Panels should be done under the assistance of Shop Executive/supervisor. The team must also be capable of handling maintenance activities w.r.t. PLC, Drives and CNC based systems.

The deployment of workforce will be in two shifts on regular basis and in the third shift & Sundays/ Holidays as per the requirement of the work. Contractor will be allowed to detain the workforce working in 'A', 'B' or 'C'-Shift for working in period beyond the normal hours subject to the condition that workmen will be allowed to work for not more than 12Hrs at a stretch in any conditions. The Contractor may increase or decrease manpower strength as per requirement but the monthly manpower average should be greater than 14 per day with a maximum of 19 manpower

in a day. Manpower shall be deputed by the contractor based on requirement of work. Non- fulfilment of the mentioned condition may lead to a suitable action from BHEL.

B. EXTENT AND SCOPE OF WORK: The Extent and Scope for the work of Annual Maintenance of machines in Machine Shop, QM Workshop and Allied Areas is as detailed below:

1. **Running Breakdown Maintenance:** Running Breakdown Maintenance of the machines under consideration (Refer Annexure-A, List of Machines for Annual Maintenance Contract) will generally refer to attending all types of breakdowns of the machines under consideration irrespective of the cause of the breakdown. The breakdown maintenance will normally be carried out during A and B Shifts. However, if any machine is operated beyond B shift, the contractor will maintain a team comprising of sufficient members of adequate calibre to handle breakdowns during this period also. The tentative period of operation of the machines beyond 'B' Shift is indicated in Annexure-'A', List of Machines for Annual Maintenance Contract The procedure for this activity will be as detailed below-
 - 1.1. For this activity, all breakdowns will be referred to the site in charge of the contractor by maintenance department. This will be done on the standard Breakdown. The contractor's site in charge will deploy his team member(s) for resolving the breakdown in shortest possible time.
 - 1.2. The contractor will maintain a register for spare/machining work & signed it by maintenance department. All the spare parts /consumables/machining for this purpose will be provided by the maintenance department as per requirement. However, any weld rectification of any broken part, where the contractor's site in charge independently or jointly with the maintenance department decide that the broken part can be weld repaired, shall be done by the contractor. Welding machine, electrodes & required accessories/ shall be provided by BHEL.
 - 1.3. After resolving the breakdown, a trial run of the affected sub-system and/or the whole machine, to the satisfaction of the production department, will be performed and the machine will be handed over to the production department for normal production activities. Intimation of handing over the machine along with breakdown time and handing over time will be conveyed to the maintenance department.
 - 1.4. The site in charge of the contractor shall prepare a report of all the breakdowns in the online system as per the standard breakdown reporting system and will also maintain a detailed report of all the activities of the breakdown maintenance including the details and nature of breakdown, activities performed for resolution of breakdown, spares used, breakdown time, handing over time, suggestions/recommendations for avoiding similar breakdown etc.
2. **Preventive Maintenance:** The contractor will take up all the machines under consideration for General Preventive Maintenance at regular intervals. Normally, each machine will be taken up for the work of preventive maintenance on half yearly basis and as per the "Schedule of Preventive Maintenance". The procedure for this activity will be as detailed below-
 - 2.1. For this activity, a detailed Schedule of Preventive Maintenance will be issued by the maintenance department within a month of start of the works contract.
 - 2.2. The preventive maintenance will be taken up following the "Schedule of Preventive Maintenance". However, contractor will intimate the production department every month for the machines to be covered in preventive

maintenance. Preventive Maintenance will be carried out as per availability schedule provided by the production department.

- 2.3. On the scheduled date, the machine will be handed over to the contractor for the period as mentioned in the schedule.
- 2.4. The contractor will deploy its appropriate workforce for the work who will do the preventive maintenance work as per the guide lines specified in the “Schedule of Preventive Maintenance”.
- 2.5. The preventive maintenance work will in general include cleaning, lubrication, tightening of joints and fasteners, tightening of electrical connections and joints, cleaning of panels and control desks, checking of various parameters and checking of performance of machine etc.
- 2.6. Any deficiencies observed in the machine during the Preventive Maintenance shall be intimated to the maintenance department immediately and a corrective action shall be initiated. Depending upon the severity of the deficiency, the machine may be taken up further for corrective maintenance or planned for minor overhauling.
- 2.7. An execution report on standard format for the preventive maintenance work will be submitted by the contractor to the maintenance department. A proper and detailed record of the activities performed observations and suggested corrective/preventive measures will also be maintained by the contractor.

3. **Shifting of Spares and Consumables:** All the spares and consumables required for resolution of breakdowns, preventive maintenance, minor overhauls etc. will be provided by BHEL to the contractor, free of cost. However, shifting of the same from Central Plant Store, other Shop Sub-Stores, HEEP or Local Market (Haridwar) to the Maintenance-Machine Shop Sub-Store and Maintenance-Machine Shop Sub-Store to the site of requirement will be responsibility of the contractor. For this, the procedure will be as detailed below:

- 3.1. At the commencement of the contract, the contractor will study all the machines under consideration and submit a list of spares and consumables required for maintenance of the machines for the period of contract based on which, the maintenance department will arrange the material. A similar list will also be prepared in the intermittent period which shall be reviewed jointly by the contractor and the maintenance department.
- 3.2. At the time of maintenance work, whether breakdown maintenance, preventive maintenance, minor overhaul, the contractor will raise a requisition note for all the required spares and consumables and get it approved by the maintenance department.
- 3.3. The approved requisition note will then be put to the storekeeper of the M/c Shop Maintenance Sub-Store who will issue the material to the contractor directly or through regular maintenance staff. Shifting of all the material from sub-store to the site will be done by the contractor.
- 3.4. In case a spare is not available in the Shop Sub-Store, Maintenance Department will process the need as per the existing practice and the contractor will deploy the required manpower for shifting of the material from Central Store/other Shop Sub-Stores/HEEP/local market (Haridwar) to the Maintenance-Machine Shop Sub-Store. After which the material will be issued to the contractor as mentioned above.
- 3.5. A detailed list of spares and consumables consumed during each day will be prepared by the contractor on the next day. In the third week of every month, the Contractor will also assist the maintenance department in preparing a separate list of material required but not available/available in less quantum in the sub-store and

submit the same to the maintenance department which will be taken up by the maintenance department for procurement action.

- 3.6. For shifting for machine/weld rectification of damaged spares, the contractor will deploy adequate manpower under the supervision of Maintenance Department.
4. **Maintenance of Records:** The contractor will maintain various records as listed below. All the records will be property of BHEL. Contractor may keep a separate record of activities for its own use.
 - 4.1. **Breakdown Report:** A brief report of all the breakdowns will be generated by on line break down system. All the running breakdowns will be reported by production department & handed over by maintenance department by on line break down system. All the facts including action taken for resolution of breakdown, spares consumed, total breakdown hours will be recorded on on-line break down system.
 - 4.2. **Preventive Maintenance Records:** An execution report will be initiated by the contractor in prescribed format. This will be verified and accepted jointly by Maintenance Department. At the end of the year or at the direction of the Maintenance Department, a concise execution summary record will also be prepared for all the Preventive Maintenance Executions. This also will be in the prescribed format. Formats for both the Execution Report and the Execution Summary record will be supplied to the contractor by BHEL free of cost.
 - 4.3. **Other Report:** This document will be in the form of General Daily Diary and will contain the details of all the activities as detailed in para 4.1 to 4.2 above and also reports of all other events including accidents, fire, safety failures etc. on daily basis. This will basically form the daily work record and will be basis of verification of all other reports and records. The stationary for this will be arranged by the contractor themselves.
 - 4.4. **Machine History:** The Contractor will keep record of machines including events of breakdowns, preventive maintenance, spares consumed and hand sketch created. However, no drawings and only reference to the drawings i.e. hand sketches will form part of this document. All the drawings will be property of BHEL and the contractor will not be allowed to part the drawings to any agency/person in a manner against the interests of BHEL.
 - 4.5. **Material Consumption Record:** The contractor will, at the end of each month, create a material consumption report to help forecast material requirements.

C. SCOPE OF MATERIAL: The scope of material will be as detailed below:

1. **Spares and Consumables:** All the spares and consumables required for maintenance work will be supplied by BHEL free of cost. Shifting of all such material from stores to the site of requirement will be done by the contractor.
2. **Stationary:** All the stationary items excluding standard formats will have to be arranged by the contractor. All the standard formats as per requirement will be supplied to the contractor free of cost.
3. **Instruments and Tools & Tackles:** The contractor will arrange all the tools and instruments required for maintenance work.
4. **Safety Accessories and Appliances:** Safety items like Safety shoes, safety belt, helmets etc. required for the safety of the working staff will have to be provided by the contractor.
5. **Office Accessories:** All the items required as office accessories including Computer, printer etc. will have to be arranged by the contractor.

(B) LOCATION WISE LIST OF MACHINES, EQUIPMENTS & INSTALLATIONS IN MACHINE SHOP AND QM WORKSHOP

Sl. No.	Name of Machine	Location	GROUP	WEIGHTAGE	NORMAL RUNNING HOURS	EXTENDED RUNNING HOURS
A.	PRIMARY HORIZONTAL BORERS					
01.	Horizontal Borer 220-A	C-16	A	86	07:00-00:30	00:30-06:00
02.	Horizontal Borer 220C	D-11	A	86	07:00-00:30	00:30-06:00
03.	Horizontal Borer 220B	D-14	A	86	07:00-00:30	00:30-06:00
04.	Horizontal Borer WD-200	C-12	A	86	07:00-00:30	00:30-06:00
05.	Horizontal Borer-200	E-20	A	90	07:00-00:30	00:30-06:00
06.	Horizontal Borer WD-160	B-16	A	87	07:00-00:30	00:30-06:00
				521		
B.	SECONDARY HORIZONTAL BORERS					
07.	Horizontal Borer 1-30	D-11	B	69	07:00-00:30	00:30-06:00
				69		
C.	DEEP HOLE BORING MACHINES					
08.	DHB-1	A-11	C	85	07:00-00:30	00:30-06:00
09.	DHB-2	D-20	C	93	07:00-00:30	00:30-06:00
				178		
D.	PLANO MILLERS					
10.	Plano Miller-A	C-4	D	96	07:00-00:30	00:30-06:00
11.	Plano Miller-B	C-14	D	41	07:00-00:30	00:30-06:00
				137		
E.	LARGE VERTICAL BORERS					
12.	Vertical Borer VTB-6.3	E-11	E	93	07:00-00:30	00:30-06:00
13.	Vertical Borer VTB-7.1	E-15	E	93	07:00-00:30	00:30-06:00
14.	Vertical Borer CNC-VTL	D-5	E	90	07:00-00:30	00:30-06:00
15.	VTB-1540A	C-7	E	86	07:00-00:30	00:30-06:00
16.	Vertical Borer VTB-1540B	E-13	E	83	07:00-00:30	00:30-06:00
				445		
F.	MEDIUM & SMALL VERTICAL BORERS					
17.	Vertical Borer 2.5A	B-8	F	61	07:00-00:30	00:30-06:00
18.	Vertical Borer 2.5B	B-8	F	61	07:00-00:30	00:30-06:00
19.	Vertical Borer 2.5C	D-8	F	62	07:00-00:30	00:30-06:00
20.	Vertical Borer 2.5D	D-6	F	62	07:00-00:30	00:30-06:00
21.	Vertical Borer 2.1	B-11	F	44	07:00-00:30	00:30-06:00
22.	Vertical Borer 1.5	B-12	F	26	07:00-00:30	00:30-06:00
				316		
G.	LARGE LATHES					
23.	Lathe - 10m (FR-100)	A-7	G	82	07:00-00:30	00:30-06:00
24.	Lathe 8m (SR-2000B)	A-16	G	85	07:00-00:30	00:30-06:00
25.	Lathe 8m (SR-2000A)	B-9	G	78	07:00-00:30	00:30-06:00
25.	Lathe 10M (1A-665)	C-12	G	78	07:00-00:30	00:30-06:00
26.	Lathe 8m (SRM-2000)	D-7	G	78	07:00-00:30	00:30-06:00
27.	Lathe 14m (Beco)	E-7	G	90	07:00-00:30	00:30-06:00
28.	Lathe - 7m	A-3	G	62	07:00-00:30	00:30-06:00
				553		
H.	MEDIUM & SMALL LATHES					
29.	Lathe - 6m-C (1-46)	C-5	H	50	07:00-00:30	00:30-06:00

30.	Lathe - 6m A	B-12	H	40	07:00-00:30	00:30-06:00
31.	Lathe - 5m A	B-13	H	40	07:00-00:30	00:30-06:00
32.	Lathe - 6m B	B-6	H	40	07:00-00:30	00:30-06:00
33.	Lathe - 5m B	C-7	H	40	07:00-00:30	00:30-06:00
34.	Lathe - 4.5m	C-8	H	37	07:00-00:30	00:30-06:00
				247		
I.	FURNACE					
35.	Thermal Stability Furnace	E-17	I	68	07:00-00:30	00:30-06:00
				68		
J.	AUXILARY MACHINES					
36.	Facing & Centring Machine	B-7	J	58	07:00-00:30	00:30-06:00
37.	Band Saw-A	E-4	J	79	07:00-00:30	00:30-06:00
38.	Band Saw-B	D-5	J	51	07:00-00:30	00:30-06:00
39.	Drill Machine RM-60	B-13	J	16	07:00-00:30	00:30-06:00
40.	Self Aligning Rotator	B-4	J	29	07:00-00:30	00:30-06:00
41.	MP Testing Machine-1	B-3	J	48	07:00-00:30	00:30-06:00
42.	MP Testing Machine-2	B-4	J	48	07:00-00:30	00:30-06:00
43.	Transfer Trolley-1	D-17	J	33	07:00-00:30	00:30-06:00
44.	Transfer Trolley-2	E-2	J	47	07:00-00:30	00:30-06:00
				409		
K.	ELECTRICAL INSTALLATIONS					
45.	Substation-West	Western End, Bay-1	K	75	07:00-00:30	00:30-06:00
46.	Substation-East	Eastern End, Bay-2	K	75	07:00-00:30	00:30-06:00
47.	Substation-North	North of Shop	K	75	07:00-00:30	00:30-06:00
48.	Power Distribution Board-1	A-10	K	54	07:00-00:30	00:30-06:00
49.	Power Distribution Board-2	B-9	K	54	07:00-00:30	00:30-06:00
50.	Power Distribution Board-3	B-12	K	54	07:00-00:30	00:30-06:00
51.	Power Distribution Board-4	B-16	K	54	07:00-00:30	00:30-06:00
52.	Power Distribution Board-5	C-15	K	54	07:00-00:30	00:30-06:00
53.	Power Distribution Board-6	C-9	K	54	07:00-00:30	00:30-06:00
54.	Power Distribution Board-7	C-7	K	54	07:00-00:30	00:30-06:00
55.	Power Distribution Board-9	D-14	K	54	07:00-00:30	00:30-06:00
56.	Power Distribution Board-10	E-15	K	54	07:00-00:30	00:30-06:00
57.	Power Distribution Board-11	E-13	K	54	07:00-00:30	00:30-06:00
58.	Power Distribution Board-12	E-22	K	51	07:00-00:30	00:30-06:00
				816		
L.	AUXILARY MACHINE TOOLS					
59.	Saw Sharpening Machine	A-14	L	12	07:00-00:30	00:30-06:00
60.	Pedestal Grinder-1	A-14	L	12	07:00-00:30	00:30-06:00
61.	Pedestal Grinder-2	B-13	L	12	07:00-00:30	00:30-06:00
62.	Pedestal Grinder-3	D-14	L	12	07:00-00:30	00:30-06:00
63.	Pedestal Grinder-4	E-8	L	12	07:00-00:30	00:30-06:00
64.	Pedestal Grinder-5	A-7	L	12	07:00-00:30	00:30-06:00
65.	Pedestal Grinder-6	B-6	L	12	07:00-00:30	00:30-06:00
66.	Lathe LB-20G	D-15	L	29	07:00-16:00	16:00-12:30
67.	Lathe LB-20	D-15	L	29	07:00-16:00	16:00-12:30
68.	Lathe H-26	D-15	L	29	07:00-16:00	16:00-12:30
69.	Russian Lathe	D-16	L	37	07:00-16:00	16:00-12:30
70.	Tool Cutter-1	C-16	L	23	07:00-16:00	16:00-12:30
71.	Tool Cutter-2	C-16	L	23	07:00-16:00	16:00-12:30

72.	Milling Machine-1	C-16	L	34	07:00-16:00	16:00-12:30
74.	Milling Machine-2	C-16	O	34	07:00-16:00	16:00-12:30
75.	Cylindrical Grinder	C-16	L	23	07:00-16:00	16:00-12:30
76.	Power Hacksaw	D-14	L	50	07:00-16:00	16:00-12:30
				395		
M.	ILLUMINATION & OTHERS					
77.	Shop Illumination System and others*	BAY-1	M	36	07:00-07:00	-NA-
78.	Shop Illumination System and others*	BAY-2	M	36	07:00-07:00	-NA-
79.	Shop Illumination System and others*	BAY-3	M	36	07:00-07:00	-NA-
80.	Shop Illumination System and others*	BAY-4	M	36	07:00-07:00	-NA-
81.	Illumination System and others*	ANNEXE	M	36	07:00-07:00	-NA-
				180		
N.	QM Workshop & Labs					
82.	Power Hexa Machine no.01	QM Workshop	N	40	07:00-16:00	16:00-12:30
83.	Power Hexa Machine no.02	QM Workshop	N	40	07:00-16:00	16:00-12:30
84.	Power Hexa Machine no.03	QM Workshop	N	40	07:00-16:00	16:00-12:30
85.	Lathe Machine (LB 17)	QM Workshop	N	37	07:00-16:00	16:00-12:30
86.	Lathe Machine (LB 20)	QM Workshop	N	37	07:00-16:00	16:00-12:30
87.	Milling Machine (HMT)	QM Workshop	N	34	07:00-16:00	16:00-12:30
88.	Milling Machine (BATLIBOI FN2)	QM Workshop	N	34	07:00-16:00	16:00-12:30
89.	Tensile Machine (ZD-40)	QM Building	N	12	07:00-16:00	16:00-12:30
90.	Tensile Machine (UTES-20)	QM Building	N	12	07:00-16:00	16:00-12:30
91.	Impact Machine (IT-30)	QM Building	N	12	07:00-16:00	16:00-12:30
92.	Impact Machine (IT-30)	QM Building	N	12	07:00-16:00	16:00-12:30
93.	HRC Machine (EHR-AC)	QM Building	N	12	07:00-16:00	16:00-12:30
94.	BHN Machine (HPO-3000)	QM Building	N	12	07:00-16:00	16:00-12:30
95.	BHN Machine (HPO-250)	QM Building	N	12	07:00-16:00	16:00-12:30
96.	BHN Machine (B-3000)	QM Building	N	12	07:00-16:00	16:00-12:30
97.	Profile projector 1	QM Building	N	6	07:00-16:00	16:00-12:30
98.	Profile projector 2	QM Building	N	6	07:00-16:00	16:00-12:30

99.	Drop Test Machine	QM Building	N	12	07:00-16:00	16:00-12:30
100.	Bend Testing machine	QM Building	N	12	07:00-16:00	16:00-12:30
101.	Belt Grinding Machine	QM Building	N	12	07:00-16:00	16:00-12:30
102.	Disc Cutting Machine (UNIMAT)	QM Building	N	6	07:00-16:00	16:00-12:30
103.	"U" Notch Broaching Machine	QM Building	N	6	07:00-16:00	16:00-12:30
104.	"V" Notch Broaching Machine	QM Building	N	6	07:00-16:00	16:00-12:30
105.	Surface Grinding (Horizontal)	QM Building	N	12	07:00-16:00	16:00-12:30
106.	Pedestal Grinder	QM Building	N	12	07:00-16:00	16:00-12:30
107.	Band Saw	QM Building	N	12	07:00-16:00	16:00-12:30
108.	Muffle Furnace No.1	QM Building	N	6	07:00-16:00	16:00-12:30
109.	Muffle Furnace No.2	QM Building	N	6	07:00-16:00	16:00-12:30
110.	Muffle Furnace No.3	QM Building	N	6	07:00-16:00	16:00-12:30
111.	Oven No.1	QM Building	N	6	07:00-16:00	16:00-12:30
112.	Oven No.2	QM Building	N	6	07:00-16:00	16:00-12:30
113.	Oven no 3	QM Building	N	6	07:00-16:00	16:00-12:30
114.	Hot Plates No.1	QM Building	N	6	07:00-16:00	16:00-12:30
115.	Hot Plates No.2	QM Building	N	6	07:00-16:00	16:00-12:30
116.	Hot Plates No.3	QM Building	N	6	07:00-16:00	16:00-12:30
117.	Hot Plates No.4	QM Building	N	6	07:00-16:00	16:00-12:30
118.	Hot waterbath equipment	QM Building	N	6	07:00-16:00	16:00-12:30
119.	Polishing & Grinding Machine No.1	QM Building	N	6	07:00-16:00	16:00-12:30
120.	Polishing & Grinding Machine No.2	QM Building	N	6	07:00-16:00	16:00-12:30
121.	Polishing & Grinding Machine No.3	QM Building	N	6	07:00-16:00	16:00-12:30
122.	Electric Furnace No.1	QM Building	N	6	07:00-16:00	16:00-12:30
123.	Electric Furnace No.2	QM Building	N	6	07:00-16:00	16:00-12:30
124.	Tubular Muffle Furnace	QM Building	N	6	07:00-16:00	16:00-12:30
125.	Creep Testing Machine No.1	QM Building	N	6	07:00-16:00	16:00-12:30
126.	Creep Testing Machine No.2	QM Building	N	6	07:00-16:00	16:00-12:30
127.	Creep Testing Machine No.3	QM Building	N	6	07:00-16:00	16:00-12:30
128.	Creep Testing Machine No.4	QM Building	N	6	07:00-16:00	16:00-12:30

129 .	Creep Testing Machine No.5	QM Building	N	6	07:00-16:00	16:00-12:30
130 .	Creep Testing Machine No.6	QM Building	N	6	07:00-16:00	16:00-12:30
131 .	Creep Testing Machine No.7	QM Building	N	6	07:00-16:00	16:00-12:30
132 .	Creep Testing Machine No.8	QM Building	N	6	07:00-16:00	16:00-12:30
133 .	Sample Grinding machine 1	QM Building	N	6	07:00-16:00	16:00-12:30
134 .	Sample Grinding machine 2	QM Building	N	6	07:00-16:00	16:00-12:30
				622		
			Total	4956		
O.	Expected Additional Machines					
135 .	Horizontal Borer BH-130	C-10	O	44	07:00-00:30	00:30-06:00
				44		

Shop Illumination System and others include all shop lightings and fans within Machine Shop, its Annexe and other buildings associated with shop, Man Coolers, Heaters, etc. irrespective of their location.

The weightage of machine group is based on weightage of included machines in the group. Weightage of machines themselves is based on size, complexity and criticality of machines. Machines of similar nature have been included in same group except machines and other utilities of QM Workshop and other utilities of Machine Shop which. The group weightage is to be considered only for penalty purpose as detailed under 'Payment Terms' in Annexure-'D'.

Machines under 'O' Group is not under operation or to be Erection & Commissioned. These machines is to be Overhauled/ Commissioned and may be added in the course of AMC. Initially total weightage for deduction of payment will be 4956. If machine from Group 'O' is added, New total weightage for deduction of payment will be 5000. Total Payment value will be remain unchanged. Inspire of this if any new machine is added in Machine Shop & QM-Workshop in the course of AMC will also be considered under AMC.

Mechanism for deduction of payment to account for inferior performance has been built in the 'Payment Terms' (Annexure-'D').

(C) SPECIAL TERMS & CONDITIONS

The bidder has to follow following special terms and conditions in addition to the general terms and conditions as per BHEL's works contract policies as amended from time to time. In general, where there is a conflict between the BHEL's general terms and conditions, and the special terms and conditions mentioned herein, the special terms and conditions will supersede the general T&C. All the safety conditions as per BHEL's Safety Terms and Conditions are also to be observed and adhered to. The special terms and conditions are as mentioned below:

1. In all the text below, the phrase 'Executive In-Charge' or 'Executive In-Charge of Maintenance-Machine Shop' will mean Executive In-Charge of Maintenance-Machine Shop or any of his designated executive.
2. The contract will initially be for a period as mentioned in the tender notice and tender form. This period shall be called 'Contract Period'.
3. If required, the contract can be extended on same rates and 'Terms and Conditions' including 'Special Terms and Conditions' by mutual agreement as per BHEL works policy.

4. Irrespective of the state of operation of the machine, the contractor will deploy its team in the Machine Shop also on all Sundays and Holidays except National Holidays unless otherwise directed by the Executive In-Charge. During such days where operation of machines is not taken up by the Production department, the team will take up breakdown maintenance from previous days or preventive maintenance as per schedule or as per the instructions of the Executive In-Charge.
5. Normally no person is to be deployed during National Holidays (Dt. Jan 26, Aug 15 and Oct 2) however, in case of emergencies or special circumstances or decision of running production activities by Machine Shop Production with the written permission of competent authority, the contractors' team may be called for any work including support for production department or for breakdown maintenance work. No additional payment shall be made to the contractor for this. On holidays and Sundays, the normal working hours will extend from 07:00Hrs to 20:00Hrs IST.
6. The performance of the work will continuously be monitored by maintenance department. A poor performance/loss or damage of BHEL asset may result into monetary penalties or even premature termination/short closure of the contract and the security deposit made by the contractor w.r.t. this contract will be forfeited. Decision of the BHEL will be final in this regard.
7. The contractor will deploy a workforce, comprising of sufficient no. of adequately qualified and experienced team members for the purpose of maintenance of the machines under consideration. The team members must satisfy the criteria as mentioned in Part-A of Annexure-B "Manpower Deployment, Extent & Scope of Work and Scope of Supply of Material". The contractor will be responsible for the conduct of all its employees.
8. Contractor will deploy its team as per clause no.7 above, at Machine Shop. The same team will maintain the machines in both the Machine Shop and the QM Workshop.
9. The contractor will necessarily deploy minimum three supervisors, two from Mechanical Engineering, one supervisor from Electrical/ Electronic Engineering background. The Executive or Supervisor with electronics/electrical background must necessarily be well versed and experienced in maintenance of systems with Siemens make CNC, PLC & Drives and familiar with other makes of PLCs, Drives and CNCs.
10. The contractor will have to ensure that none of their deployed manpower should indulge in activities detrimental to the interests of BHEL. In case any deployed manpower of the contractor is found indulging in such activities, contractor will immediately replace him/her by another manpower. A second such incidence may result into **Immediate Negative Performance Report** leading to premature termination/ Short Closure of the contract as per clause 6 above and/or penalty/legal action.
11. The Site in-Charge of the contractor must be available to the Maintenance and Production Departments through a suitable means of communication which has to be arranged by the contractor.
12. The contractor will ensure safety of all its manpower and will observe all standard safety norms. For this, the safety devices/appliances will have to be issued by the contractor.
13. All the direct consumables and spares for maintenance of machines will be supplied to the contractor by BHEL, free of cost. This however does not include stationary items other than standard formats of BHEL. The standard formats will be supplied free of cost.
14. All types of maintenance work of machines under consideration including breakdown & preventive maintenance and minor overhauls whether electrical, mechanical or electronic will be under the scope of contract and will be part of work to be carried out by the contractor. This however does not include any machining work of any component including machining of weld repaired components. All the minor welding work required for maintenance will be under the scope of contractor's work. The machining of all types of components will be arranged by BHEL. The scope of the welding will jointly be decided by the Executive In-Charge and the Site In-Charge of the contractor on case to case basis.
15. All the tools and tackles including hand tools and instruments will have to be arranged by the contractor.
16. In general, various drawings of the machine tools, their assemblies, sub-assemblies, circuit diagrams and panel wiring diagrams etc. will be supplied by BHEL to the extent possible and subject to availability. Non availability of any drawing or diagram will however not be considered as attributable factor for delay in any maintenance work.
17. Completion time for repair, maintenance work etc. shall be decided jointly by Executive In-Charge of Maintenance-Machine Shop and the Site In-Charge of the Contractor. All efforts are to be made to complete the work within the estimated time.

18. Any lapse in attending any maintenance work shall be treated as non-compliance from contractor's side and a penalty may be imposed in the form of reduction of % availability of machine.
19. Any machine(s) added in Machine Shop and/or QM Workshop in future (during the contract period) will have to be maintained by the contractor (during the contract period) without any change in the contract value, irrespective of the nature and size of the machine. In such cases, suitable weightage, same as the most closely related existing machine, will be assigned to the new machine. (Refer Annexure-D Payment Terms and Conditions).
20. All the manpower of the Contractor working under this contract shall be covered by the contractor under ESI and PF schemes.
21. The Contractor has to work in accordance with & abide by Labour Laws Stipulated by Government & BHEL works policy. This includes licensing by Central Govt. /State Govt. as appropriate from time to time.
22. All the activities will be governed as per the instructions of the Executive In-Charge, Maintenance-Machine Shop.
23. Complete off-loading of the contract is not permitted. Off-loading will be allowed for Electricians, Fitters & Helpers category only. However, it will be the full responsibility of the contractor to fulfill the statutory conditions as per BHEL policy and all the acts applicable.

PAYMENT TERMS

This section details the Payment Terms & Conditions.

1. Normally, the payment of the work will be made on monthly basis. Necessary documents required to be submitted with invoice. Performance Report for monthly availability of machines and equipment will be prepared jointly by Maintenance Machine Shop & Machine Shop Production (for machines/equipment/installations under Machine Shop) and QM Work Shop (for machines/equipment/installations under QM Work Shop and allied areas). Contractor will submit proof of PF & ESI submission of deputed manpower for each monthly payment.
2. **Criteria for Penalty:** The deduction will be done on annual basis considering the % annual machine availability which will be calculated considering the monthly generated availability reports. Penalty will be deducted in the last monthly bill of the year (in 12th running bill and final bill). Machine/ machine group weightage as mentioned in Annexure A-1 will be considered for payment deduction. No deduction will be done for machine/machine groups having availability equal to or more than 92% and at reduced rates for availability between 75% & 92% (reduction on pro-rata basis). For availability<75%, amount equal to machine/ machine group weightage will be deducted. For details, refer table below:

SL. NO.	PARTICULAR	DETAILS
A.	MONTHLY PAYMENT BILL	: Contract Value ----- Contract Period in Months
PENALTY CALCULATION FOR THE LAST BILL OF THE YEAR		

B	MACHINE AVAILABILITY IN A YEAR	:	<p style="text-align: right;">Sum of Available Hrs *</p> <hr style="width: 200px; margin-left: 0;"/> <p style="text-align: right;">----- X 100</p> <p style="text-align: right;">Sum of Total Working Hrs</p> <p style="text-align: right;">For all machine except those for which availability is less than minimum qualifying availability as per Annexure-A1</p> <p style="text-align: right;">(Available Hrs taken from Breakdown Reports)</p>
C	PENALTY FACTOR FOR MACHINE/MACHINE GROUP	:	<p style="text-align: right;">0 if B > 92%</p> <p style="text-align: right;">1 if B < 75%</p> <p style="text-align: right;">otherwise (92- B)/100</p>
D	MACHINE/MACHINE GROUP WEIGHTAGE	:	AS PER ANNEXURE-A1
E	PENALTY AMOUNT FOR A MACHINE/MACHINE GROUP	:	(Annual Contract Value X Machine Weightage X Penalty Factor)/Weightage of Total Machines
F	TOTAL DEDUCTION FROM LAST MONTHLY BILL OF A YEAR	:	Sum of E for all machine & machine groups + Penalty imposed by competent authority of BHEL if any based on performance report, (Refer Special Terms & Conditions)

3. While Calculating available hours of any machine/machine group, any time taken by BHEL for arrangement of spares will be considered as available hrs. e.g. if 8hrs are consumed in arranging spares for a particular breakdown that runs over a period of 14Hrs. the net breakdown time will be considered 14-8=6Hrs. Preventive Maintenance & Minor Overhauling period will also be considered as available hours. All such incidences will be recorded properly.
4. Final contract value will be fixed for the contract period & no price variation will be applicable during contract period.

PRICE BID:

Description of Work	<i>“Annual Maintenance Contract for Machines in Machine Shop & QM Work Shop.”</i>
Ref. No:	FF: 20: MRM: RM: WC: 01: 007, dtd. 26.06.2020

Sl. No.	Description of Work	Qty. (in months)	Unit	Rate per unit to be filled by bidder	
				Unit Rate per month (Rs)	Amount (Rs)
1	Annual Maintenance Contract for the machines in Machine Shop & QM Work Shop (as per scope and details in Annexure III)	24	No		
Total amount (in Figures) in Rs					
Total Amount (in words): Rs					

Note:-

- (1) GST shall be extra as applicable.
- (2) Over writing for corrections or application of correction fluid is not allowed. Where ever correction is there, it has to be duly authenticated by signature of authorized person.
- (3) L1 shall be decided based on total cost of work taken together.
- (4) Prices are to be indicated in both figures and words.

(Draft Format for Contract for award of work on job contract basis)

AGREEMENT

This AGREEMENT made this _____ day of _____ Two Thousand Twenty between The contractor having Registered Office at _____ hereinafter referred to as "Party" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns)

AND

BHARAT HEAVY ELECTRICALS LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at BHEL House, Siri Fort, New Delhi - 110 049 and having a unit named CFFP at Ranipur, Haridwar, 249403 (Uttarakhand) hereinafter referred to as "BHEL", (which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns)

WHEREAS

- A. BHEL desires to "Annual Maintenance Contract for Machines in Machine Shop & QM Work Shop." and had invited quotes for the aforesaid job by its tender no. **FF: 20: MRM: RM: WC: 01: 007, Date: 26.06.2020;**
- B. Party which is a specialized agency for such work in different establishments has shown its interest and submitted its quote pursuant to the tender no. **FF: 20: MRM: RM: WC: 01: 007, Date: 26.06.2020;**
- C. The quotes received from Party have been accepted by BHEL who has agreed to get the aforesaid works done at the rates quoted by Party;

NOW IT IS THEREFORE AGREED BETWEEN THE PARTIES

1. That Party will do the "Annual Maintenance Contract for Machines in Machine Shop & QM Work Shop." details whereof are mentioned in the work order no. _____ dated _____.
2. Total value of Contract is Rs. _____ GST extra as applicable.
3. The scope of work, terms and conditions etc. of this agreement are stipulated in Annexure I, II & II-(a) and III of the tender document which are duly signed by Party and forms part of this agreement.
4. Notice of Communication:

IN WITNESS WHEREOF the parties hereto through their authorized representatives have signed these presents, on the day, month any year mentioned above.

For and on behalf Party

(Authorised signatory)

(Name & Designation)

WITNESS:

1. Signature

2. Designation

3. Address

For and on behalf of
Bharat Heavy Electricals Limited
Unit: CFFP, Haridwar.
(Affix seal of the Unit)
(Authorised Signatory)

(Name & Designation)

WITNESS:

1 Signature

2 Designation

3 Address

Following checklist to be filled by the bidder.

Subject: Submission of Latest Detail by bidder.

Sir,

Our Latest detail may please be updated in your records; details are as below-

Parameter	Yes/No	Detail
Email ID		
Mobile No.		
Landline No.		
Postal Address		
Contact Person		
Mobile No.		
Owner Detail		
GST no. with validity		
PAN No.		
PF no. with validity		
ESI Detail		
Udyog Aadhaar, and CA certificate for MSE's		
PQC/ Specific T&C		
Competency/ Completion certificate		
Experience		
Remarks, if any		
Contractor's Sign & Stamp on each submitted page		

Supporting documents, if any, to be submitted with tender.