

**BHARAT HEAVY ELECTRICALS LIMITED
(A Government of India Undertaking)
P.O. BHEL Jhansi 284120**

FABRICATION MANUFACTURING DEPARTMENT

**Notice Inviting Tender (NIT)
For**

Works contract for In-house shell Erection of WAG-9HC Locomotives at
FBM, BHEL Jhansi

Tender Enquiry No.

FBM/TW/9/01

Tender due date: 31.03.2020 13:15 hrs.

Tender Opening date: 31.03.2020 14:00 hrs.

We hereby accepted above (signature & seal of bidder)

TENDER ENQUIRY NO: FBM/TW/9/01

DT: 07.03.2020

DETAILS OF TENDER DOCUMENT

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Nature of work: In-house shell Erection of WAG-9HC Locomotives at FBM, BHEL Jhansi

1. BHEL JHANSI is in the process of finalizing the Works Contract for "In-house shell Erection of WAG-9HC Locomotives at FBM, BHEL Jhansi"
2. The tender document has been detailed as follows:
 - a) Notice Inviting Tender (Annexure A)
 - b) Work Specifications (Annexure B)
 - c) Qualifying Requirements (Annexure C)
 - d) Documents required (Annexure C1).
 - e) General Terms & conditions to Bidder (JHS 2055B R01, Attached)
 - f) Forms & Formats (Annexure I, II, III & IV)
 - g) Self-declaration (Annexure V)
 - h) Contract Agreement (Annexure VI)
 - i) Indemnity Bond (Annexure VII)
 - j) Checklists of documents for enquiry (Annexure VIII)
 - k) Performa of Bank guarantee (Annexure IX)
 - l) Price Bid (Annexure JS 146)
 - m) Blank Price bid Format JS 472 attached

The duly filled in Technical and Price / Rate bids (Annexure C and JS -146, separately) along with General Terms and Conditions and all other attachments with the signature of the tenderer on all the pages and complete in all respects super scribed as "Quotation for Tender No FBM/TW/9/01 dated **07.03.2020**" should reach us in a sealed cover on or before **31.03.2020** (13.15 hours) through Registered / Speed post or the same may be dropped in the tender box available at the following address:

Tender Box
CISF Control Room/Office
Administrative Building
Bharat Heavy Electricals Limited
Jhansi-284 120

Note: (i) Incomplete offers are liable for rejection.

(ii) Technical bid and price bid should be submitted in separate sealed envelopes. In case the bids are found in one single envelope then the "bids" are liable to be rejected.

TENDER DOCUMENT FOR

**WORKS CONTRACT FOR IN-HOUSE SHELL ERECTION OF WAG-9HC
LOCOMOTIVES AT FBM, BHEL, JHANSI**

The tender document has been detailed as follows:

SN	Description	Annexure No.	Page No.	No. of Pages
01.	Notice Inviting Tender	NIT	1-5	
02.	Work Specification, Measurement of work and Payment	A & B	6-11	
03.	Qualifying Requirements	C	12-13	
04	Documents Required	C1	14	
05	Performa for submitting Technical Bid	D	15-16	
06	General Terms & conditions of enquiry (JHS 2055B R01)	Copy Enclosed	17-30	14
07	Annexure (I,II,III & IV) Forms	I,II,III & IV	31-34	4
08	Self-declaration on company's letter head	V	35	1
09	Contract Agreement	VI	36-38	3
10	Indemnity bond	VII	39	1
11	Checklist of documents	VIII	40	1
12	Performa of bank guarantee	IX	41-44	4
	TOTAL			44

NOTICE INVITING TENDER

1	Scope of Work	Works Contract for “In-house shell Erection of WAG-9HC Locomotives at FBM, BHEL Jhansi”.
2	Tender evaluation criteria	As per qualifying requirements (see annexure C attached)
3	Validity of Contract	12 Months from the date of award of work order
4	Date and Time of Receipt of Tenders	Up to 13:15 hrs. on 31.03.2020
5	Date and Time of Opening of Technical bids	14:00 hrs. on 31.03.2020
6	Address for submitting the Tender	Tender Box, CISF Control Room/Office, Administrative Building, Bharat Heavy Electricals Limited, Jhansi-284120
7	Earnest Money Deposit (EMD)	Rs. 2,69,703/- (Rupees Two Lakh Sixty Nine Thousand Seven Hundred and Three Only)
7(a)	<p>The EMD may be accepted only in the following forms:</p> <p>(i) Electronic Fund Transfer credited in BHEL account (before tender opening) <i>BHEL account details: Bank Name: - SBI; A/c No. :- 10670828866 ; IFSC code:- SBIN0003807, A/c Holder Name:- BHARAT HEAVY ELECTRICALS LIMITED</i> (ii) Card swapping through POS machine at Cash section of BHEL Jhansi.)</p>	
8(a)	<p>In case of successful bidder, EMD will be converted and adjusted against the security deposit.</p>	
8(b)	<p>EMD will be forfeited in following cases</p>	
(i)	<p>After opening the tender, the bidder revokes his tender within the validity period or increases his quoted rate.</p>	
(ii)	<p>The bidder does not commence the work within the stipulated period as per LOI/Contract. In case the LOI/contract is silent in this regard, then within 15 days after award of contract.</p>	
(iii)	<p>MSEs bidders may be exempted from submission EMD and tender cost, however, MSEs bidders must ensure regarding declaration of UAM number Central Public Procurement Portal (CPPP), failing which such bidders will not be able to enjoy the benefit of exemption of EMD and tender cost.</p>	
8(c)	<p>EMD given by all unsuccessful tenderers shall be refunded normally within 15 days of acceptance of award of work by successful tenderer.</p>	

8(d)	EMD shall not carry any interest.				
9	Cost of Tender	Cost	Rs 1000/-	The cost of tender documents will be payable in the form as mentioned in clause 7(a) above.	
		GST(18 %)	Rs 180/-		
		Total	Rs 1180/-		
		(Rupees One thousand one hundred and eighty rupees only)			
10	Validity of Offer	120 days from the date of opening of Technical Bid (Part-I)			
11	Security Deposit (SD)	As per General terms & conditions			
12	GST	18 % of quoted rate.			
13	Address for receipt/issue of Tender	AGM(CMM), Bharat Heavy Electricals Limited Jhansi, PIN-284120			

Note: (i) The contractors may physically visit the work place before quoting their rates.

For relevant details please visit our website "www.bhel.com" & www.bhel.in

Annexure B

WORK SPECIFICATION

1. SCOPE OF WORK OF THE CONTRACTOR SHALL BE AS FOLLOWING:

2.0 The contractor shall be responsible for “Shell Erection of WAG-9HC Locomotives at FBM, BHEL Jhansi”. If bidder desires sample/ typical drawing no. INO31-00273 of WAG-9HC Locomotive Shell Erection can be provided for reference only, however the contractor shall execute the job as per the specific drawing provided by the Fabrication Deptt., BHEL, Jhansi.

3.0 (i) The scope of work includes Erection (i.e. installation, welding, NDT, Roof water testing, etc.) of superstructure items like: Side Wall, Cabin, Roofs and other small items like Stool and Ducts as per Assembly Drawing over its underframe provided by BHEL Jhansi.

(ii) The scope of work also includes preparation, assembly, welding, NDT, shot blast & primer painting of some small / miscellaneous items (as per list given by FBM) which will be required to complete the locomotive shell and

(iii) Primer painting (touch up in affected areas) of the locomotive shell, handing over to user department (LMM) and getting the jobs cleared by QC (BHEL) and Customer/RDSO as per BHEL Quality Plan.

4.0 The work shall conform to dimensions and tolerances given in various drawings and documents that will be provided during manufacturing. If any portion of works is found to be defective in workmanship and not conforming to drawings / documents, the contractor shall dismantle and re-do the work duly replacing the defective materials at their own cost, failing which recoveries, as determined by BHEL, shall be effected from contractor's bills.

5.0 Even after handing over of Loco Shell to user department (LMM), if any rectification required in shell, contractor has to do the rectification at later stage. In case of denial, the work will be carried out at their risk & cost as per BHEL guidelines.

6.0 The work covered under this specification is of highly sophisticated nature, requiring the best quality workmanship and supervision. The contractor should ensure proper planning and successful and timely completion of the work to meet the overall manufacturing schedule. The contractor must deploy adequate quantity of tools & plants, modern / latest fabrication aids etc. which are not available with BHEL to meet the plan target of FBM. He must also deploy adequate trained, qualified and experienced supervisory staff and skilled personnel.

7.0 Contractor may be required to work in 3 -shifts. Contractor shall appoint qualified supervisors for A/B/C Shifts for coordination with various departments of BHEL, Jhansi.

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Contractor has to organize adequate work force of qualified and experienced welders and fitters to take up parallel working for fabrication. In case machines (like: CNC flame cutting machine, drilling machine, shot blast etc.) are occupied in A & B shifts by BHEL, contractor has to do his work on that machines in C shifts.

8.0 Machines/equipment such as welding machines, hand grinding machines and painting gun shall be arranged by contractor. Jigs & Fixtures required as directed by BHEL/Engineer for completion of job to be made available by contractor. In stages, machining (only milling) operation, if needed as per drawing, shall be in BHEL's scope. For machining of items, contractor has to provide materials for machining after preparation of the same to BHEL at least 15 days ahead from its requirement duly cleared by FBM/QC. Drilling and/or tapping are in the scope of contractor.

9.0 Electricity, compressed air and cutting gases shall be provided by BHEL free of cost. EOT crane shall be provided by BHEL free of cost; however, operation of the same shall be the responsibility of contractor. Trained Crane operators to be deployed by contractor.

All other consumables like electrodes, grinding wheels piano wires, electric wires for grinding machines/welding machines, soap solution gun, welding nozzles/tips available with BHEL shall also be provided by BHEL free of cost. In contingency (if not available with BHEL), in order to meet the job requirement and any additional resources if required shall be arranged by the contractor at their own cost. Non availability of these consumables will not be counted for delay attributable to BHEL.

10.0 Inspection at various stages shall be done by BHEL-QC/Customer and proper record shall be maintained by contractor. Inspection/clearance by BHEL-QC/Customer shall be the responsibility of the contractor. In addition, the Contractor shall attend to any rework/modifications, as and when suggested by BHEL-QC / BHEL Engg.

11.0 Maintaining proper documentation of all the fabrication activities undertaken by the Contractor as per the proforma mutually agreed with BHEL, Submission of daily/monthly progress reports and any such document as and when desired by BHEL/customer.

12.0 The Contractor shall be responsible for complying with all the applicable statutory acts & laws.

13.0 BHEL, Jhansi is certified for ISO 9001. Quality of work to customer's satisfaction and fulfilment of system requirements are the essence of ISO 9001 certification. BHEL, Jhansi has HSE certification (ISO 14001 & OHSAS 18001) and therefore Contractor also shall

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organize/ plan/ perform all their activities to meet with the applicable requirements of these standards.

Safety penalties as listed below from Sl. No. 1 to 15 will be liable to penalize based on letter received from safety department. For Sl. No. 16, 17, 18 & 19 FBM/Engineer and for Sl. No.20 & 21 QC/FBM may give letter regarding NCR/penalty.

NON COMPLIANCE:-

NONCONFORMITY OF QUALITY, SAFETY RULES AND SAFETY APPLIANCES WILL BE VIEWED SERIOUSLY AND BHEL HAS RIGHT TO IMPOSE FINES ON THE CONTRACTOR AS UNDER **for every instance of violation noticed as detailed below:**

S. No.	Violation of Safety/Quality Norms	Fine (in Rs)(taxes extra, if applicable)
01	Not Wearing Safety Helmet	50/- *
02	Not wearing Safety Belt or not anchoring life line	100/-*
03	Not wearing safety shoe	100/-*
04	Not keeping gas cylinders vertically	100/-
05	Not using flash back arrestors	50/-
06	Not wearing gloves	50/- *
07	Grinding Without Goggles	50/- *
08	Electrical Plugs Not used for hand Machine	100/-
09	Not Slinging properly	200/-
10	Using Damaged Sling	200/-
11	Lifting Cylinders Without Cage	500/-
12	Not Using Proper Welding & Grinding Cables	200/-
13	Not Removing Small Scrap From Booths	200/-

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14	Gas Cutting Without Taking Proper Precaution or Not Using Sheet Below Gas Cutting	200/-
15	Improper Earthing Of Electrical T&P	500/-
16	Not Cleaning Gang Way Properly	500/-
17	Not removing Scrap/Off-cuts accumulated at machines like CNC flame cutting machine, plate cutting machine and drilling machine after its operation	500/-
18	Misusing of steel plates and/or throwing of off-cuts materials in scrap bin at your work place or at cutting (CNC) machines.	1000/-
19	Misuse/Unauthorized use of Machines like- CNC Flame cutting machine, Drilling, Bending, shearing machines, EOT cranes, etc.	1500/-
20	NCRs (Non Conformity Report) noticed by FBM/QC	Up to 3nos. NCR = 0.00(NIL) After 3 NCRs = 100/- per NCR.
21	If any NCR (Defects) observed by Customer/User Department after YFR cleared by QC/FBM and not attending the same within 24 Hrs.	500 per NCR

Legend:-*: per head,

Any other non-conformity noticed not listed above will also be fined as deemed fit by BHEL. The decision of BHEL engineer is final on the above. The amount will be deducted from running bills of the contractor.

14.0 Contractor shall give undertaking for providing skilled & Un-skilled manpower as per requirement of BHEL during execution of contract.

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2. MEASUREMENT OF WORK & PAYMENT:

- a. Work shall be measured in terms of Kilogram and payment made on as per weight given in respective drawing(s). Payment will be made to contractor on 'Rs/kg' basis towards completion of "In House Shell Erection of WAG-9HC Locomotives at FBM and getting the jobs cleared by QC (BHEL)/RDSO as per BHEL Quality Plan" and after handing over of jobs to the user department.
- b. The contractor shall submit his monthly RA (running account) bills with all the details required by BHEL on specified date monthly (by 1st week of the month) covering completion of work in all respects and works completed for the bill period.
- c. BHEL shall make the payment on completion of work and clearance from BHEL (QC) and Customer as per BHEL Quality Plan.
- d. All the payments will be subject to deduction of taxes at source applicable as per law.

3. Biometric Attendance:

Biometric attendance sheet of the workers deployed by contractor will be provided by BHEL every month to the contractors to pay their wage payment, PF, ESI, etc. accordingly. Contractor have to pay wages to their workers as per Biometric attendance sheet.

4. Estimated Quantum of Works: 941.7 MT (40 nos. of WAG-9HC Locomotive shell).

Note: The quantity indicated is a projection based on the present requirements. The quantity may increase / decrease based on BHEL's order book position and production requirements. Loading (letter order) will be given accordingly.

5. Drawing and Documents:(i) The detailed drawings, specifications available with BHEL engineers will be made available to the contractor during execution/fabrication of work in shop. The contractor will also ensure availability of all drawings / documents at work place. (ii) Any error or ambiguity be discovered in the specification or information, the contractor shall forthwith bring the same to the notice of BHEL before commencement of work. BHEL's interpretation in such cases shall be final and binding on the contractor. (iii) The data furnished in various annexures enclosed with this tender specification are only approximate and for guidance. However, the change in the design and in the quantity may occur as is usual in any such large scale of work. The contractors quoted rates shall be inclusive of the above factors.

6. Splitting of Contract: Total contract quantity will be split into two bidders. The L1 price will be offered to L2 bidder, if L2 do not accept then will be offered to L3 and so on based on no. of qualified bidders and their acceptance. Splitting will be as L1 : L2 :: 60 : 40 respectively. If L1 rate not accepted by other bidders, then total quantity will be awarded to L1 bidder.

7. Delivery Period:

1. Commencement period – 15 days from the date of award of contract/ LOI/ LOA.
2. 1st Shell in 45 days from the date of award of work to the contractor.
3. Then, 7 no. Shell per 3 month and to complete all awarded quantity within the contract period.

8. LD Clause: For late completion of work, BHEL standard LD clause shall be applicable which is 0.5% per week delay or part thereof, subject to maximum 10% of contract value.

9. All required input materials like steel plates for fabrication of miscellaneous items (of Annexure-1) and superstructures like cabins, side walls, driver desk, roofs etc. will be provided to contractors within 7 working days from the contractor's requisition date.

10. Only the major breakdowns of machines and non-availability of LPG/Oxygen gas, overhead cranes, paints, etc. which hampers the work more than 24 Hrs. will be considered for delay analysis of delay in delivery.

11. Catastrophic failure, if any will be counted for delay in delivery.

12. Reverse Auction: BHEL reserves the right to conduct Reverse Auction (RA). The bidder shall give an undertaking conveying their agreement to participate in RA.

13. Termination of contract:

- (i) Performance of the contractor will be taken into consideration for assessing the capacity of the bidder to execute future jobs under tender.
- (ii) In case of 'Unsatisfactory performance' for a continuous period of three or more months, BHEL has the right to get the balance works executed at the risk and cost of the contractor.
- (iii) Based on the time to time performance of the contractor, if the same is not meeting the manufacturing schedule/plan as per requirement of BHEL, then BHEL will have the right to terminate the contract after giving due information of the same to the contractor at least 2 weeks in advance.

QUALIFYING REQUIREMENTS

Sl.No.	Description of Qualifying requirement	Copy enclosed
1.	<p>Average Annual financial turnover during the last 3 years ending 31st March 2019, should be at least Rs. 40.45 Lakhs approx. (Please attach <i>balance sheet along with Profit & Loss Account of last three financial year, ending 31st March 2019, or Certificate of CA</i>).</p> <p><i>If T/o details of 3 years are not available then available years T/o shall be evaluated by dividing it by 3.</i></p>	Yes/No
2.	<p>Work Experience: (Bidder should fulfill any one of the following):</p> <p>2.1) Experience of having successfully completed similar works* (defined below) during last 7 years ending 29.02.2020 should be either of the following: -</p> <ul style="list-style-type: none"> a. Three similar completed works each valuing not less than the amount equal to Rs 26.97 Lakh. Or b. Two similar completed works each valuing not less than the amount equal to Rs 33.71 Lakh. Or c. One similar completed works each valuing not less than the amount equal to Rs 53.94 Lakh. <p>*Similar Works means fabrication or erection of any type of locomotive assembly (viz. Diesel, Electric, passenger, goods etc.) / sub-assembly/ Underframe/Bogie frame/ superstructure /coach or ACEMU Coach or Bogie frames of Indian Railway Coaches or Underframe of Indian Railway Coaches.</p> <p>Documentary proof (Completion Certificate/ proof of completion and Work Order /Purchase Order / LOI copy) for the experience performance report issued by Customer for successful execution of the contract to be submitted. In case of experience in Private Sector, in addition to above, relevant TDS Certificate must be attached as evidence.</p> <p style="text-align: center;">OR</p> <p>2.2) The bidders who have successfully supplied (partially/completely) below mentioned fabricated items during last 7 years ending 30.11.19</p>	Yes/No

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	<p>will be qualified provided they have supplied minimum quantity equal to or greater than 30 MT in BHEL or Indian Railways on finished basis or Order value equal to or greater than Rs.20.63 Lakhs for BHEL or Indian Railways on finished basis. Documentary proof (Completion Certificate / Proof of Supply completion and Work Order/Purchase Order copy) for supply of the same to be submitted for any one of the following items:-</p> <p>Fabricated Items any type of locomotive assembly (viz. Diesel, Electric, passenger, goods etc.) / sub-assembly/ Underframe/Bogie frame/ superstructure /coach or ACEMU Coach or Bogie frames of Indian Railway Coaches or Underframe of Indian Railway Coaches.</p>	
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DOCUMENTS REQUIRED FOR TECHNICAL EVALUATION OF CONTRACT

Sl.No.	Description	Copy enclosed
1	EMD of Rs. 2,69,703/- to be submitted.	Yes/No
2	Contractor Should have independent ESI Code number.	Yes/No
3	Contractor Should have PAN/TAN number.	Yes/No
4	Contractor Should have GST (PAN based)	Yes/No
5	Contractor shall give an undertaking that he has minimum 03 no. qualified welder as per ASME section IX or AWS D 1.1. The qualification certificates of the welders are to be enclosed with the tender. The contractor is required to get welder qualification/ approval from customer/agency employed by customer if required by customer during execution of the contract.	Yes/No
6	Bidders are required to submit a self-declaration on their letter head as per the Format enclosed in Annexure V which is to be submitted necessarily along with the tender, else the offer will be rejected.	Yes/No
7	Blank Price Bid as per annexure "JS 472"	Yes/No
8	The documents required for legal entities under whose name and style Contractor has participated in the tender are as follows: 11.1) Partnership Firm: Partnership Deed registered at the office of Registrar of Firms. 11.2) Company: Certified copy Memorandum of Association, Article of Association and Incorporation Certificate. 11.3) Society: Registration certificate issued by Registrar of societies. 11.4) Sole Proprietor-ship Firm: Undertaking on oath (On company's letter head) that Proprietor is solely responsible for all rights and liabilities while working under the name and style of Sole Proprietorship firm namely (______).	Yes/No
9	Acceptance of RA	Yes/No

PROFORMA FOR SUBMITTING TECHNICAL BID

1	Name of the firm (Essential)	
2	Address and Contact Numbers (Essential)	
3	Name of the Proprietor (Essential)	
4	Registration Number of the Firm (Essential)	
	Copy of the Certificate	Enclosed / Not Enclosed
5	PF Code Number (Essential)	
	Copy of PF registration	Enclosed / Not Enclosed
6	ESI Code Number (Essential)	
	Copy of ESI registration	Enclosed / Not Enclosed
7	PAN/TAN Number (Essential)	
8	GST Number(PAN Based) (Essential)	
9	Experience Certificate (Along with balance sheet & profit and loss account/ turnover certificate issued by CA) (Essential)	Enclosed / Not Enclosed
10	No. of Workers including Supervisors on the rolls of the firm (Essential)	
11	Earnest Money Deposit (Essential)	Rs. 2,69,703/-
	Receipt No. & Date	

We hereby accepted above (signature & seal of bidder)

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	Electronic fund Transfer no. (Bank)	
13.	Tender Cost (Essential)	Rs. 1180 /-
	Receipt No. & Date	
	Electronic fund Transfer no. (Bank)	
14.	Validity of offer	120 days from the date opening of technical bid
15	Blank Price bid format (Essential)	Enclosed / Not Enclosed
16	Valid E-Mail Id (Essential)	
17	Acceptance of RA	YES / NO
18	Proprietorship/ partnership deed	

We will fulfill all the obligations of the contractor and abide by the Terms & Conditions mentioned in the enquiry.

We hereby accepted above (signature & seal of bidder)