



Bharat Heavy Electricals Limited
Heavy Electrical Equipment Plant, Haridwar-249403
Works Engineering & Services
Works Contract Section
NOTICE INVITING TENDER

(Open Tender)

Tender Document

Name of Work: Annual Maintenance Contract of Small and Medium Machine Tools of Block-1, 2, 3, 4, 5, 6, 8, DFP & HRDC, HEEP, BHEL, Ranipur, Haridwar
Tender Enquiry No.: BHEL/HEEP/WEX-WCS/20-21/6270/20200141 DT 18.02.2021
Due date of Tender Opening: 12.03.2021
Type of Bid: Two Part

Place of Submission of Tender / Bid:

***“Tender Room, Purchase Deptt., 4th floor,
Main Administrative Building, HEEP
BHEL Haridwar-249403 (Uttarakhand)”***

1. Himanshu Arora, Dy. Manager(WEX-WCS)
Contact Address: WCS, ADM-4, BHEL (HEEP), Haridwar-249403
Email: harora@bhel.in ;
Phone: +91-1334-281932; Fax: +91-1334-226460
2. Shiv Charan Meena, Manager (WEX-WCS)
Contact Address: WCS, ADM-4, BHEL (HEEP), Haridwar-249403
Email: shiv.charan@bhel.in
Phone: +91-1334-284137; Fax: +91-1334-226460
3. Tenzin Norsang, DGM (WEX-WCS)
Contact Address: WCS, ADM-4, BHEL (HEEP), Haridwar-249403
Email: tenzin_n@bhel.in
Phone: +91-1334-281176; Fax: +91-1334-226460

Document can be downloaded from www.bhel.com/www.bhelhwr.co.in

Note: All corrigenda / addenda / amendments / time extensions / clarifications, etc. to the tender will be hosted on our website i.e. www.bhel.com/www.bhelhwr.co.in only and will not be published in any other media. Bidders should regularly visit above website to keep themselves updated.

I/We agree with the above

Signature of Issuing officer

Signature of Bidder with Stamp

DETAILS OF TENDER DOCUMENT

The Tender document has been detailed as follows:

Part-I (TECHNO-COMMERCIAL BID)

1. Cover page
2. Index
3. Notice Inviting Tender (NIT)
4. Details of Bid & Bidder (To be filled by bidder)
5. General Instructions to Tenderer
6. General Terms & Conditions of Tender
7. Techno-Commercial Bid (ANNEXURE- A)
8. Instructions for submission of offer (ANNEXURE-B)
9. Pre-Qualifying / Eligibility Criteria (ANNEXURE- C)
10. Un-price Price Bid (ANNEXURE-D)
11. No Deviation Certificate (ANNEXURE “E”)
12. Annexure-X
13. Check List

Part-II (PRICE BID)

1. Price Bid (ANNEXURE-F)

I/We agree with the above

Signature of Issuing officer

Signature of Bidder with Stamp



NOTICE FOR TENDER (NIT)

BHARAT HEAVY ELECTRICAL LIMITED
HEEP, Haridwar-249403 (UTTARAKHAND)

Name of Dept	Works Engineering & Services (Works Contract Section)		
Phone	01334-281932	Fax	01334-226460
Email Address	harora@bhel.in ; shiv.charan@bhel.in tenzin_n@bhel.in ;		
Contact Person	Himanshu Kumar		
NIT Key.	20200141	Dated	18.02.2021
NIT No.	BHEL/HEEP/WEX-WCS/20-21/6270/20200141 DT 18.02.2021		
NIT No. on www.bhel.com			
NIT No. on www.bhelhwr.co.in			
Type Of Tender	Open		
#Tender Cost (in INR)	500 (Inclusive of Taxes) & NIL for tender downloaded from website		
EMD (in INR)	Rs. 2,06,384 /-		
Period of completion of work	24 Months		
Two Part Bid /single bid	Two Part Bid		
NIT Value (in Rs.)	Rs. 1,03,19,184 /- + GST extra as applicable		
Last Date of Sale of Tender	11.03.2021	Time :	02:30PM
Last Date of submission of Tender	12.03.2021	Time :	01:45PM
* Date and Time for opening of Technical Bid	12.03.2021	Time :	02:00PM
Place Of submission of Tender	Through email: tendercell.heep@bhel.in Or Tender Room, Purchase Deptt., 4th floor, Main Administrative Building, BHEL , HEEP, Haridwar-249403 (Uttarakhand)		

* In case of two-part bid, date of opening of Tender means the date of opening of Techno-commercial bid. However, date of opening of price bid shall be intimated to technically qualified parties. If the due date of tender opening happens to be a holiday, the tenders will be opened on the next working Tuesday/Friday.

Tender cost & EMD shall be submitted either in form of cash receipt issued by cash section, BHEL, HEEP, Haridwar (subject to provision of Income tax act) or Demand draft issued by any nationalised bank in favour of Sr. Accounts Officer (Cash), BHEL, HEEP, Haridwar separately in two different envelopes superscribed as Tender cost and EMD respectively. However Tender cost is non-refundable. **Tender fee & EMD shall be exempted subject to submission of valid MSME/EM-II/NSIC Certificate (duly notarized or attested by a Gazetted officer) and Tender Fee shall be exempted for tender documents downloaded from website.**

Name of Work: “Annual Maintenance Contract of Small and Medium Machine Tools of Block-1, 2, 3, 4, 5, 6, 8, DFP & HRDC, HEEP, BHEL, Ranipur, Haridwar”.

Contracting Executive Name: Himanshu Arora

Date:

1. BHEL reserves the right to accept or reject any/ all application(s) without assigning any reason thereof.
2. If any document submitted by tenderer found false at any stage, the tender/ work order will be cancelled immediately and the financial loss to BHEL if any in making alternative arrangement will be recovered from the contractor.
3. BHEL will not be responsible for the loss or delay of tenders in transit in any case.
4. All further corrigenda, addenda, amendments, time extensions, clarifications & etc. to the tender, if any shall only be notified on BHEL websites (www.bhel.com / www.bhelhwr.co.in) as applicable.
5. For detailed instructions/information refer the tender document on BHEL website.

I/We agree with the above

Signature of Issuing officer

Signature of Bidder with Stamp

Details of Bid & Bidder (To be filled by bidder)

(a) **Bidder Offer No.:** _____ **Date:** _____

(b) **Legal Name of the bidder as in GST registration:** _____

(c) **GST registration No.** _____

(d) **State** _____

(e) **Place of business** _____

(f) **Category of registration under GST (i.e. Registered dealer / Unregistered dealer/ dealer opted for Composition Scheme):**

(g) **Address of the Bidder:** _____

(h) **Email Id and Contact No. of the Bidder:** _____

(i) **PAN No. Of Bidder (A copy of PAN Card to be submitted** _____

Note: If GST registration is not applicable, Bidder shall submit justification of the same and will also provide supporting documents.

I/We agree with the above

Signature of Issuing officer

Signature of Bidder with Stamp

General Instructions to Tenderer

The Contractors who wish to participate should **go through the Tender documents thoroughly** and plan well before quoting, to ensure that the Tender process is not aborted / vitiated, due to their reasons.

1.0 Quoting & Signing the Tender

- a. Before Quoting, the tenderers are advised to inspect the site of work and its environment and be well acquainted with the actual working and other relevant conditions, position of materials and labor. Tenderers are also requested to go through General -Terms & conditions, Special -Terms & conditions of tender, Scope of work, Technical Terms & Conditions, drawings and specifications and all other documents which are part of tender will form part of the agreement to be entered into.
- b. While quoting the rate, the tenderer is advised to take into account the likely expenditure, taxes etc. during the operation of the Contract period from the date of commencement of work as directed by BHEL.
- c. While quoting the rates the tenderer is advised to take into account all factors including any fluctuations in market rates. No claim will be entertained on this account after acceptance of the tender or during the execution of the contract.
- d. All entries in Tender documents shall be clearly written in one ink or typed. All the corrections / cancellations / insertions, if any, shall be duly attested by the Bidders concerned.
- e. 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 subject of e(a) and e(b) above.
 - d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
- f. The Bidder shall fill in all the required particulars of the Tender documents and also sign & Stamp on each and every page of the Tender documents (Techno- Commercial Bid, Price Bids, Terms & Conditions etc.) including corrigendum & the drawing attached therein while submitting their tender.
- g. Should a Bidder find discrepancies or omissions in the Tender documents or should there any doubt as to their meaning, he should at once address the authority inviting the Tender, for clarification well before the due date, so as to submit his Tender in time.
- h. Every endeavor is made to avoid any error which can materially affect the basis of the tender but the successful tenderer shall take upon himself to provide for the risk or any error which may be subsequently discovered and shall make no subsequent claim on account thereof.
- i. Tenders not in accordance with the Tender conditions herein contained and the Tenders not in original **ARE LIABLE TO BE REJECTED**.
- j. If a Bidder deliberately gives wrong information in his Tender or creates conditions favorable for the acceptance of his Tender, **BHEL WILL REJECT SUCH TENDER AT ANY STAGE**.
- k. Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
- l. Canvassing in any form, in connection with the Tender is strictly prohibited and such Tenders are bound to be rejected. All information furnished is taken to be authentic by the bidder for evaluation of the Tender. Should any information be found incorrect subsequently, at any later stage, the Tender / Contract shall be rejected / terminated and action as per BHEL Policy, rules & prevailing Guidelines shall be taken.

I/We agree with the above

Signature of Issuing officer

Signature of Bidder with Stamp

- m. Should a Bidder's or a Contractor's or in the case of a firm or company of Contractors / any of its shareholder's or shareholder's relative be employed in BHEL Haridwar, the authority inviting the Tenders shall be informed in writing of this fact at the time of submission of the Tender, failing which the Tender may be disqualified, or if such fact subsequently comes to light, the Contract may be cancelled.
- n. The Tender schedule and the Tender shall be deemed to form an integral part of the Contract to be entered into for this work.
- o. Tenders are to be submitted in **Tender Room, Purchase Deptt., 4th floor , Main Administrative Building, BHEL, HEPP, Haridwar-249403 (Uttarakhand)** upto 01:45 PM on the date of tender opening. BHEL will not be responsible for any consequences that may arise leading to delay in submission of tender/bid.
- p. Late and Delayed Tenders shall be rejected.
- q. In case of Limited Tender Enquiry if you are not interested to submit the offer, please send a letter specifying the same.
- r. Price bid should not be enclosed along with the techno commercial bid and other documents in the same cover/envelope. The price bids have to be given category wise in a sealed cover and the entire lot of price bid sealed covers will have to be kept in a separate large cover, duly sealed.

ALL THE REQUIRED DOCUMENTS SHALL BE FILLED IN THE SAME SERIAL ORDER AS PER THE FORMAT / COLUMN OF THE "TECHNO-COMMERCIAL BID". ALL THE PAGES SHALL BE SERIALLY NUMBERED ON THE RIGHT HAND SIDE TOP CORNER. PAGE NUMBERS AND DETAILS OF THE CONCERNED DOCUMENTS ALSO SHALL BE FILLED IN "TECHNO- COMMERCIAL BID" IN THE BOXES PROVIDED. ALL THE PAGES OF TENDER DOCUMENTS ARE TO BE DULY SIGNED AND STAMPED BY THE BIDDER.

- s. All the envelopes shall be super-scribed with Name of work, NIT No. & Date of Tender Opening with the Name & Complete address of the bidder.
- t. The envelope Containing Price Bid shall additionally be super-scribed as "PRICE BID" and the envelope containing Techno-commercial bid shall be additionally super-scribed with "TECHNO-COMMERCIAL BID".
- u. Tender Fees & EMD or Proof related to exemption as required as per Terms & Conditions of Tender shall be kept in Techno-commercial bid envelope.
- v. ***The contractor must ink sign and stamp on each page of tender document including supporting documents submitted with tender.***
- w. The annual maintenance and service contract shall be governed as per the BHEL Works policy, Rules & General conditions of the contract.
- x. Bidders shall enclose the certificate of satisfactory performance, from previous customer in the Techno-Commercial Bid envelope, along-with the tender documents in support of their claim of having minimum experience of similar works and /or provide all documents as per PQR criteria.
- y. Vendor shall ensure meeting all statutory obligations as applicable during the contract period.
- z. Deviation from any of the specified requirements should be clearly brought out on a separate sheet titled as deviation. In case of no deviation a "**NO DEVIATION STATEMENT**" shall be submitted with the tender (Techno-commercial offer).

2.0 Signing the Tender

- a. The Tender shall be signed by the Authorized Signatory Only.
- b. Authorized signatory shall be the Proprietor.
- c. In case the Bidder is a Partnership Firm under Partnership Act, the Tender shall be signed by all the Partners of the firm or by Partner having authority to sign on behalf of all other partners. Copy of the authority should be enclosed.
- d. In case the Bidder is a company, authorized signatory of the company. Copy of the authority will have to be enclosed.
- e. In case of Power of Attorney (POA). A copy of the Power of Attorney, duly attested by the issuer shall accompany the tender.

I/We agree with the above

Signature of Issuing officer

Signature of Bidder with Stamp

- f. If the POA is revoked during the existence of the contract, it shall be the responsibility of the of the issuer to inform the same to BHEL. The issuer shall remain bound by the acts committed under the POA till the date of such information to BHEL.

3.0 Date / Time for opening of Tender

- a. Sealed covers so received will be opened at **Tender Room, Purchase Deptt., 4th floor, Main Administrative Building, BHEL, HEEP, Haridwar-249403 (Uttarakhand)** at 02:00 PM on the same day of due date of tender submission as per NIT (Notice inviting Tender) in the presence of the Bidders or their Authorised Representatives who may choose to witness the same.
- b. The Techno Commercial bids only will be opened in case of two-part bid.
- c. In case of two-part bid, the Price Bids of bidders, who are technically qualified will be opened later. The date & time of price bid opening will be informed to the technically qualified Bidders.

4.0 Witnessing the Tender opening

- a. 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.
- b. Only one representative from one bidder will be allowed to participate in the Tender opening.

5.0 Quoting

- a. Quoting best rate and the sanctity of the L1 status.
- b. Quoting the lowest best rate is a must against this Tender. However, bidders are required to understand that the lowest rate offered by them or accepted by them, as the case may be should be honoured throughout the period of the Contract.

6.0 Participation

The Parties who have been suspended or black listed or banned by BHEL HEEP, Haridwar or any other BHEL Unit will not be allowed to participate in the Tender and the bidder should declare the same in the Tender. Even during the course of evaluation / finalization of Tender if it is found that some of the parties are black listed / barred from business transactions / under business hold, BHEL will reject their offer.

7.0 Validity of Offers:

The rates quoted shall be valid for acceptance for a minimum period of 120 days from the date of tender opening. Withdrawal of Tender or increasing the rates during this validity period is not allowed. Date of tender opening shall be date of opening of first/Techno-commercial bid.

8.0 Address for sending the offer:

The offer should be sent to address as below well in advance so that it reaches before or on due date and time through registered post or in person.

In charge, Tender Room, Purchase Deptt., 4th floor, Main Administrative Building, BHEL, HEEP, Haridwar-249403 (Uttarakhand).

I/We agree with the above

Signature of Issuing officer

Signature of Bidder with Stamp

Submission of E-mail bids:

1. Bidders may also submit tenders/bids through email from their official email id on tendercell.heep@bhel.in . Tenders/bids submitted through email should be in pdf format with separate password protection for both techno-commercial bid and price bid. The attached file name shall carry NIT/ Enquiry number and super scribed with techno-commercial Bid and Price Bid so that both bids can be separately identified before opening. The date and time of Price Bid opening will be informed to the technically qualified bidders normally two days before date of price bid opening.

Bidder is required to share the password for opening of techno-commercial bid/ price bid through email on tendercell.heep@bhel.in after 01:45 PM (IST) on the opening date of Techno-commercial bid/ price bid. Bidder to share the relevant bid opening password only. However, if no password is received up to 04:00 PM (IST) bids will not be opened and shall be ignored.

BHEL will not be responsible for any consequences that may arise due to submission of wrong password by the bidder.

Bidder submitting offer through email shall be super scribed as per subject below:

- a. Tender Enquiry Reference no. (NIT no.) _____
 - b. Bid opening date (Part 1, Techno commercial) _____
2. Bid submission through email will be considered as consent to open the bid without physically witnessing the event.
 3. Bidders may submit EMD and tender fee through Electronic Fund Transfer credited in BHEL account (before time/ date of tender opening i.e. 01:45 PM (IST) on the scheduled date and attach receipt of online transaction along with the techno-commercial bid. BHEL account details are as below:

NAME: BHEL HEEP COLLECTION A/C
ADDRESS: RANIPUR, HARIDWAR
ACCOUNT NO. : 10667995458
IFSC CODE: SBIN0000586

Note: -

1. In case of any ambiguity/discrepancy between any clause of “General Terms & Conditions” and “Special Terms & Conditions, Scope of Work, Technical Terms & Conditions and Bill of Quantity” the clause of “Special Terms & Conditions, Scope of Work, Technical Terms & Conditions and Bill of Quantity” shall prevail.

I/We agree with the above

Signature of Issuing officer

Signature of Bidder with Stamp

General Terms & Conditions of Tender

TABLE OF CONTENTS

1. GENERAL.....	1
2. DEFINITIONS.....	1-2
3. EARNEST MONEY DEPOSIT.....	2-3
4. SECURITY DEPOSIT.....	3
5. COMMERCIAL TERMS.....	3
6. SPECIAL CONDITIONS FOR MSME.....	3-4
7. SETTLEMENT OF DISPUTES/ ARBITRATION.....	4
8. RISK PURCHASE CLAUSE.....	4
9. FORCE MAJEURE CLAUSE.....	4-5
10. FRAUD PREVENTION POLICY.....	5
11. SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS/CONTRACTORS.....	5
12. IMPLEMENTATION OF INTEGRITY PACT (IP).....	5-6
13. DAMAGE & LOSS TO PRIVATE PROPERTY & INJURY TO CONTRACT EMPLOYEE	6
14. RIGHT OF ACCEPTANCE.....	6
15. PRICE SCHEDULE.....	6
16. GST RELATED TERMS & CONDITIONS.....	6-8
17. SPECIAL POWERS OF TERMINATION.....	8
18. PUBLIC PROCUREMENT PREFERENCE TO MAKE IN INDIA, ORDER 2017.....	8
19. OVERWRITING IN PRICE BIDS.....	8
20. GENERAL NOTES	8-9

1. GENERAL

These general terms & conditions shall apply to all the Tender Enquiries, notice inviting tenders, request for quotations concerning the works/services contracts pertaining to Bharat Heavy Electricals Ltd., HEEP, Haridwar (hereinafter referred to as BHEL or the Purchaser). In case of placement of order these conditions will become part of Work Order (W.O.) until unless the deviations are specifically agreed by BHEL.

2. 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"*** shall mean the notice inviting the tender and acceptance thereof and the formal agreement if any, executed between the Bharat Heavy Electricals Ltd., Heavy Electrical Equipment Plant, Haridwar and the contractor together with the documents referred to there in including these conditions, and any special conditions, specifications, designs, drawings etc. All these documents taken shall be deemed to form one contract and shall be complementary to one another.

I/We agree with the above

Signature of Bidder/Contractor with Stamp

- (b) The **"TENDER DOCUMENT"** means the form of tender as applicable with General and Special 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 **"WORK"** means the work described in the tender documents in individual work order and/ or accompanying drawings and specifications as may be issued from time to time to the contractor by the Engineer-In-Charge in writing the power conferred upon them, including all modifications or additional works and obligations to be carried out either at the site or in factory, workshop or any other place as may be essentially required for the performance of the work.
- (d) The **"SITE"** 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.
- (e) The **"CONTRACTOR"** shall mean the individual of firm or company whether incorporated or not, undertaking the work and shall include legal representatives of such individual or persons composing such firm or incorporated company or successors of such person, firms or company as the case may be and permitted assignee of such individual or firm or company.
- (f) The abbreviations "Engr/Sr. Engineer / Dy. Mgr/ Mgr./ Sr. Mgr/ DGM/ Sr.DGM" means Engineer/ Senior Engineer/ Deputy Manager/ Manager/ Senior Manager/ Deputy General Manager/ Sr.Dy. General Manager respectively who will direct the contract.
- (g) The **"ENGINEER-IN-CHARGE"** means the Engineer/ Sr. Engineer or any other executive deputed by BHEL to supervise the work or part of the work on behalf of the First Party.
- (h) Accepting authority: As per BHEL Delegation of Power.
- (i) **"APPROVED"** means the approval of directions of the Engineer/ Sr. Engineer or any other executive or person deputed by them for the particular purpose.
BHEL means the Bharat Heavy Electricals Limited/ HEEP plant of the said Company at Ranipur, Hardwar.
- (j) The **"CONTRACT SUM"** means the sum accepted or the sum calculated in accordance with the prices accepted in tender and/ or the Contract rate as applicable to the contractor for the entire execution and full completion of the work.
- (k) The **"FINAL SUM"** means the actual amount payable under the contract by BHEL to the contractor for the entire execution and full completion of the work.
- (l) 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.
- (m) A **"WEEK"** means seven days without regard to the number of hours worked in any day in that week.
- (n) A **"DAY"** shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- (o) A **"WORK DAY"** means day other than that prescribed by the Negotiable Instruments Act, as being a holiday and consists of the number of hours of labour as commonly recognized by good employers in the trade, in the district where the work is carried out or as laid in the BHEL Rules and Regulations.
- (p) **"DEVIATION ORDER"** means any order given by the Engineer-In-Charge to effect an alteration, addition or deduction, which does not radically affect the scope and nature of the contract.
- (q) **"EMERGENCY WORK"** means any urgent measures which in the opinion of the Engineer-In-Charge become necessary during the progress of the work to obviate any risk of accident or failure or which become necessary for security.
- (r) **"PROVISIONAL SUM"** or **"PROVISIONAL LUMP SUM"** means a lump sum included by the BHEL in the work for which details are not available at the time of inviting tender.
- (s) **"PROVISIONAL ITEMS"** means items for which approximate quantities have been included in the tender documents.

I/We agree with the above

Signature of Bidder/Contractor with Stamp

3. 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)
 - (ii) Electronic Fund Transfer credited in BHEL account (before tender opening)
 - (iii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer)
 - (iv) Fixed Deposit Receipt (FDR) issued by Scheduled banks/Public Financial Institutions as defined in the companies Act.
(FDR should be in the name of the contractor, a/c BHEL)
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.

4. SECURITY DEPOSIT

- (a) Successful vendor shall require to deposit security. 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.
- (b) Modes of deposit:
The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:
- i) Cash (as permissible under the extant Income Tax Act)
 - ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
 - iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
 - iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
 - v) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)
- (c) BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)
- (d) The Security Deposit shall not carry any interest.

I/We agree with the above

Signature of Bidder/Contractor with Stamp

(e) The additional condition of Security Deposit (If any) shall be specified in Special Terms & Conditions of tender.

(f) Refund of Security Deposit

After completion of work awarded, provided always that the contractor shall first have been paid final bill and have rendered a "No Demand" certificate, the security deposit mentioned in condition above shall be refunded to the contractor as follows: 100% shall be released within 3 months of satisfactory completion of the work duly verified by Site/Engineer-In-charge.

5. COMMERCIAL TERMS

- Prices shall be quoted on "Firm Price" basis only.
- Validity of offer shall be for a minimum period of 120 days from the date of Tender Opening.

6. SPECIAL CONDITIONS FOR MSME

"MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed at Annexure -1 where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their, bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer."

UAM need not required to be notarized or attested.

7. SETTLEMENT OF DISPUTES/ARBITRATION

In all cases of dispute, the matter shall be referred for ARBITRATION by sole arbitrator to be appointed by the Unit Head of Bharat Heavy Electricals Ltd., at HARIDWAR. The award of the Arbitrator shall be final and binding on both the parties. The place of Arbitration shall be Haridwar.

JURISDICTION: The courts of Haridwar, India, shall have exclusive jurisdiction.

8. RISK PURCHASE CLAUSE

In case of delays in supplies / defective supplies or non-fulfilment of any other terms & conditions given in the work order the purchaser/contracting executive may cancel the work order in full or part thereof and may also make the purchase of the material / service from elsewhere / alternative source at the risk and cost of supplier. Vendor/Contractor does not agree to above clause, their offer is liable to be rejected. In case any vendor/contractor accepts risk purchase clause initially and subsequently declines to honour the term in the eventuality of RISK PURCHASE, they may be banned for business with BHEL."

9. FORCE MAJEURE CLAUSE

Notwithstanding any other thing contained anywhere else in the contract or WO (Work Order), In case the discharge of obligation under the contract by either party is impeded or made unreasonably onerous, 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 date (WO 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.

I/We agree with the above

Signature of Bidder/Contractor with Stamp

e) Riots, commotions, strike unless restricted to the employees of supplier.

f) Acts of terrorism.

g) Other unforeseeable circumstances beyond the control of the parties and which the affected party cannot avoid even by using its best efforts.

h) Cancellation of contract by customer.

i) Change in law / government. 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.

Irrespective of any extension of time, if an event of force majeure occurs and its effect continues for more than 180 days the affected party shall have right to cancel the contract.

As soon as reasonably practicable following the date of commencement of a Force Majeure Event, and within a reasonable time following the date of termination of a Force Majeure Event, either Party invoking it shall submit to the other Party reasonable proof of the nature of the Force Majeure Event and of its effect upon the performance of the Party's obligations under this Agreement.

The party shall, and shall ensure that its Subcontractors shall, at all times take all reasonable steps within their respective powers and consistent with Good Operating Practices (but without incurring unreasonable additional costs) to:

a) Prevent Force Majeure Events affecting the performance of the party's obligations under this Agreement.

b) Mitigate the effect of any Force Majeure Event.

c) Comply with its obligations under this Agreement.

If the war like situation has developed in a country where a seller's works is located in this W.O. or there is political instability and Indian Embassy located in that country forbids or advises for not having any business dealing with the sellers located in such zone / region/ country, then BHEL reserves the right to cancel the order.

10. 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.

11. SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS/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, 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. Penal action can be initiated on the suppliers / Contractors in line with extant "Guidelines for Suspension of Business Dealings with Suppliers / Contractors". The abridged version of extant 'Guidelines for suspension of business dealings with suppliers / contractors' has been uploaded on <http://www.bhel.com> on “supplier registration page”.

12. IMPLEMENTATION OF INTEGRITY PACT (IP)

Bidders shall submit Integrity Pact (IP), duly signed by its authorized signatory who signs in the offer, along with their techno-commercial bids wherever estimated tender value is Rs. 2 Crore or above. This pact shall be considered as a preliminary qualification for further participation.

12A. INTEGRITY PACT (IP)

I/We agree with the above

Signature of Bidder/Contractor with Stamp

Name of work: Annual Maintenance Contract of Small and Medium Machine Tools of Block-1, 2, 3, 4, 5, 6, 8, DFP & HRDC, HEEP, BHEL, Ranipur, Haridwar. **NIT No:** BHEL/HEEP/WEX-WCS/20-21/6270/20200141 DT 18.02.2021

i). IP is a tool to ensure that activities and transactions between the Company and its Bidders /Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitor (IEM) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

SI No	IEM	Email
1	Shri Arun Chandra Verma, IPS (Retd.)	acverma1@gmail.com
2	Shri Virendra Bahadur Singh, IPS (Retd.)	vbsinghips@gmail.com

ii). The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.

iii). Please refer Section-8 of the IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to the above IEM. All correspondence with the IEM shall be done through email only.

Note: No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are mentioned on the first page of tender documents.

13. DAMAGE & LOSS TO PRIVATE PROPERTY & INJURY TO CONTRACT EMPLOYEE

The Contractor shall at his own expense reinstate and make good to the satisfaction of BHEL and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the Contract and further the Contractor shall indemnify, the BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL where BHEL is a private person, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise.

14. RIGHT OF ACCEPTANCE

- BHARAT HEAVY ELECTRICALS LIMITED HARIDWAR reserves the right to reject any or all the bids / quotations without assigning any reason thereof. BHEL also reserves the right to increase or decrease the tendered quantities. Bidders should be prepared to accept order for reduced quantity without any extra charges.
- Any discount /revised offer / bids submitted by a bidder on its own shall be considered, provided it is received on or before the due date and time of offer / bid submission (Part-1). Conditional discounts shall not be considered for evaluation of tenders.
- Unsolicited discounts / revised offers / bids given after Part-1 bid opening shall not be accepted. No change in price will be permitted within the validity period asked for in the tender enquiry.
- In case of changes in scope and / or technical specification and / or commercial terms & conditions having price implication, techno-commercially acceptable bidders shall be asked by BHEL to submit the impact of such changes on their price bids. In case a bidder opts to submit revised price bid instead of impact called for then the latest price bid shall prevail. However, in both situations, original price bid will be necessarily opened.
- The bidder whose bid is technically not accepted will be informed & EMD wherever submitted shall be returned after finalization of contract. EMD shall be forfeited in the event of bidder opting out after tender opening.
- BHEL reserves the right to short close the existing Purchase Order / Rate Contract / Work Order or any extension thereof at any stage.

I/We agree with the above

Signature of Bidder/Contractor with Stamp

15. PRICE SCHEDULE

- a) Kindly quote your prices in figures and words both. In case of any discrepancy in value, the prices quoted in words shall be considered for evaluation and establishing L1 status.
- b) Applicable IGST / CGST / SGST and any other statutory levy should be indicated separately and clearly in the bid / quotation

NB: Financial evaluation of L1, L2Status will be on the basis of Landed Cost to BHEL.

16. GST RELATED TERMS & CONDITIONS

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 (Harmonised 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

Since in case of unregistered dealer, 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 Goods & Services
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:

Contractor has to also give consent to accept payment of tax after such matching in all cases where bills are submitted directly to BHEL-Haridwar or through bank or under LC or through any other mode.

- 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 the event of any change in the status of the bidder after submission of the bid but before the supply/service, GST applicable at the time of supply/service or GST quoted in the bid, based on the registration status of the bidder, whichever is lower shall be payable.
- VI. Statutory Variation in Taxes & duties as applicable at the time of supply shall be payable. However, in the event of no change in law but bidder quoting certain tax structure in bid document which is lower than the applicable one, such amount shall be the maximum amount of tax that can be claimed by bidder.
- VII. In case of Liquidated damage (LD) recovery, the applicable GST shall also be recoverable from the suppliers.

I/We agree with the above

Signature of Bidder/Contractor with Stamp

Name of work: Annual Maintenance Contract of Small and Medium Machine Tools of Block-1, 2, 3, 4, 5, 6, 8, DFP & HRDC, HEEP, BHEL, Ranipur, Haridwar. **NIT No:** BHEL/HEEP/WEX-WCS/20-21/6270/20200141 DT 18.02.2021

VIII. As per the extant GST rules, as of now it is not mandatory to file returns immediately and ITC has been allowed on self-declaration. In view of the changed scenario, the payment of GST shall made to the contractors simultaneously with their work/services invoices. The Contractors / vendors shall need to submit the undertaking as per the following format before such GST payments. However in case the availability of ITC on self-declaration is discontinued at the time of submission of invoice then the clause II above shall be applicable.

Certificate of Goods and Service to be furnished by Contractor with each bill / invoice

We hereby undertake that:

1. Goods and Service Tax charged in the following Invoices / Bill Numbers are in compliance with the provision of GST Act & Rules prevailing thereon:

Sl. No	PO No/ Work Order	Invoice No	Invoice date	GST Amount

2. Goods and Service Tax charged in the Bill / Invoice shall be paid by us within due time.
3. Any liability due to any delay / default in payment of GST, return filling or any other NON-compliance under GST Law / Rules, shall be to our account.
4. In the event of any non-compliance on our part, We indemnify BHEL for any financial burden / loss on account of GST / interest / penalty.
5. We give our consent to BHEL to recover any such financial burden if arises on BHEL due to any non-compliance from any outstanding bills. In the event of Nil outstanding, same shall be paid by us to BHEL.
6. In the event of any such default, we agree BHEL to pay all future GST reimbursement after verification of GST compliance under the law.
7. We understand that this arrangement shall be valid till the credit of Input Tax Credit (ITC) is available without online validation or further amendment if any affecting admissibility of ITC to BHEL.

Signature of Authorized Signatory (with seal)
GST No:

- IX. The provisional GST registration number of Bharat Heavy Electrical Ltd, Heavy Electricals Equipment Plant, Ranipur, Haridwar is "05AAACB4146P1ZL" with state Code as "05" and State Name as "Uttarakhand".

17. SPECIAL POWERS OF TERMINATION

If at any time after the acceptance of the tender, BHEL shall for any reason whatsoever not require the whole or any part of the work, to be carried out, the Engineer In charge shall give notice in writing of the fact to the contractor, who shall have no claim to any payment of compensation or otherwise, howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the foreclosing of the work.

The contractor shall be paid at contract rates for the full amount of the work executed including such additional work i.e., cleaning of site etc. as may be rendered necessary by the said foreclosing. He shall also be allowed a reasonable payment (as decided by the Accepting Officer) for any expenses sustained on account of labour and material collected but which could not be utilized on the work as verified by the Engineer In charge but the contractor shall not have any claim for compensation on account of any alterations having been made in the original specifications, drawings, designs and instructions involving and curtailment of the work as originally contemplated.

18. PUBLIC PROCUREMENT PREFERENCE TO MAKE IN INDIA, ORDER 2017

For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017, 28.05.2018, 29.05.2019 & 04.06.2020 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if

I/We agree with the above

Signature of Bidder/Contractor with Stamp

Name of work: Annual Maintenance Contract of Small and Medium Machine Tools of Block-1, 2, 3, 4, 5, 6, 8, DFP & HRDC, HEEP, BHEL, Ranipur, Haridwar. **NIT No:** BHEL/HEEP/WEX-WCS/20-21/6270/20200141 DT 18.02.2021 issued after issue of this NIT but before finalization of contract/ PO/WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and / or local content in respect of this procurement, same shall be applicable.

19. OVERWRITING IN PRICE BIDS

Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else shall be liable for rejection.

20. GENERAL NOTES

- a. Rates shall be quoted in figures as well as in words and contractor must put his signature & Seal on each page of the tender documents / undertakings, while submitting his offer, failing of which tender may be liable for rejection.
- b. BHEL reserves the right to cancel the tender at any stage of tendering till signing of agreement without assigning any reason(s) thereof. The tender cost in that event shall not be refunded.
- c. The contractor shall not employ any worker less than 18 years of age during execution of his work.
- d. In the course of 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."
- e. The work shall be governed by the specifications, general terms & conditions of BHEL contract, special conditions, tender terms, environment related conditions, safety clause and any other relevant conditions applicable time to time.
- f. The contractors are advised to see the site before quoting the rates.
- g. BHEL reserves the right to award only a fraction or part of the work given in the bill of quantity.
- h. Contractor found or reported for non-compliance of the legal obligations during the execution of the contract, shall be debarred from the issue of NITs for at least 01 year or till the proof of compliance is produced.
- i. L1 may also be decided based on Reverse Auctioning based on the discretion of BHEL.
- j. BHEL does not bind themselves to accept the lowest tender or any tender or to give any reason for their decision.
- k. Contractor shall ensure all the safety provisions for the execution of the work awarded. It shall provide all the necessary PPE's (until & unless specified clearly about the issue of any PPE by BHEL in Special or any other Conditions of tender) to his workmen or any individual deployed by him for execution of the work and ensure usage of the same.
- l. The evaluation currency for this tender shall be **INR**.
- m. The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.

I/We agree with the above

Signature of Bidder/Contractor with Stamp

TECHNO-COMMERCIAL BID (ANNEXURE- "A")

Name of work- Annual Maintenance Contract of Small and Medium Machine tools of Block-1, 2, 3, 4, 5, 6, 8, DFP & HRDC, HEEP, BHEL, Ranipur, Haridwar.

Scope of work and terms & conditions

1.1 Total maintenance (Breakdown and Preventive) of Small and Medium machine tools listed below to ensure its Annual Average Availability of 95% or more in trouble free running condition on two shifts basis:

1.2 List of Machines

S.No.	Equipment	Model	Qty
1.	Milling machines	HMT Make(M2V,M2H,M3H,FN2), Batliboi Make ,Russian Make (FD40 V&H, FB40 V&H) etc.	84
2.	Centre lathes	HMT make LB20, LB17, H22 and other indian make.Russian Make Lathe Model 163, 165, 1341, 1A64, 1P611, 9H14 etc	99
3	Horizontal Borers	2B635, 2620B, H63A, AZ-11	10
4	Vertical Borers	1531, 1541, 1M553, 1M557, VT603	13
5	Drilling machines	HMT Make RM61,RM62, RM63, RM65 ,RM52,RM53,BPR-50	19
6	Plano milling, jig boring, Grinders etc	6610, 6Y612T (Russian), 654T ,6608, 3B722,BRV-70,G17	23
	Total No. of Machines		248

1.3 Above Machine Tools are installed in Production Blocks 1,2,3,4,5,6,8, DFP & HRDC, HEEP, BHEL, RANIPUR, HARIDWAR.

1.4 Party shall maintain minimum of two work centers. The work centers shall be supervised by competent supervisors in A and B shift and the total work shall be looked by an engineer in charge.

1.5 The work centers shall operate in two shifts with adequate and competent workforce to maintain availability of machine 95 % or more.

1.6 Preventive maintenance of all the machine tools is to be carried out as per schedule mutually decided and preventive maintenance check list. Preventive maintenance will be done at least once in a year. However, If felt necessary for improving machine availability, Preventive maintenance may be done more than once at no extra cost. Party shall fill up the relevant formats and check lists during the course of preventive maintenance. BHEL shall supply all relevant formats and check lists.

1.7 Breakdown maintenance of the machine tools shall be carried out in two shifts on weekdays. The reported breakdown has to be attended at the earliest and after satisfactory repair m/c has to be handed over to production and informed to concerned maintenance section.

1.8 On specific requirement overstay on machines to be done and breakdown shall also be attended in C shift. Breakdowns has to be attended on Sundays and Holidays as and when required.

1.9 Total no. of Machine tools may vary up to $\pm 3.5\%$. Beyond which payment will be made on Pro-rata basis
Explanation: 248 \pm 8 machine i.e. 240 to 256 no cost impact on BHEL/Party.

1.9.1 If no of machines is say 239, party will be paid lesser for one machine at the average rate calculated on the basis of 248 machines.

1.9.2 If no of machines is say 257, party will be paid extra for one machine at the average rate calculated on the basis of 248 machines

1.10. BHEL may ask the party to take up above work for similar machines in other/same area.

I/We agree with the above

Signature of Bidder/Contractor with Stamp

- 1.11 Party shall prepare Daily and weekly oil top up and lubrication schedule for the above machines and execute the same as per requirement.
- 1.12 Some of the machines are fitted with CNC drive and PLC system (40 nos.). For any breakdown arising in these machines due to fault in CNC drive or PLC system, Party Will co-ordinate with The CNC department of BHEL to get it resolved for handing over to production. For any other breakdown, party will engage its resources to get it resolved.
- 1.13 The party will also attend and resolve the breakdown related to power supply from the main switch to the machine and will also maintain the main switch of the machine.
- 1.14 Thrust should be given for preventive maintenance so as to minimize the breakdown percentage of machines.

2. Manpower Criteria:

- 2.1. Average manpower deployment for breakdown maintenance on normal working days is suggested as follows:
 - 2.1.1 One engineer in charge having Engineering Degree, with minimum two Years' experience or Diploma having 4 years' experience in relevant field
 - 2.1.2 Two Supervisors Diploma holders with minimum 2 years' Experience or NCT/ITI holders having minimum of 5 years' experience in the relevant field.
 - 2.1.3 Five skilled mechanical fitters NCT/ITI holders having National Apprenticeship Certificate (NAC) or 10th pass having experience of at least 3 years working as fitters in relevant field.
 - 2.1.4 One Rigger for handling machine assembly.
 - 2.1.5 Three skilled electricians, NCT/ITI holders having National Apprenticeship Certificate (NAC) or 10th pass having experience of at least 3 years working as Electrician in relevant fitters
 - 2.1.6 Eight nos. of Semi-skilled workers.
 - 2.1.7 Two nos. of unskilled workers.
 - 2.1.8 In case of increase or decrease in number of machines party has to deploy manpower on prorata basis.
- 2.2. Party shall submit details of manpower proposed and their experiences before start of work. In case of change of manpower by party, manpower with similar or better experience and qualification should be deployed.

3. Period of Contract

The contract agreement will be valid for a period of 24 months.

However, the Contract may be short closed on 3 months' notice in the event of poor services/misconduct etc. by the party at the discretion of BHEL.

4. PAYMENT TERMS:

- 4.1. No advance payment shall be made to the party.
- 4.2. Party may raise maximum of one running bill every month.
- 4.3. Monthly Payment to Contractor = (Award value of the contract for two year) / 24 and GST as per actual and as applicable. Where,
 - I. Award value of the contract = (Total final negotiated/agreed value of the tender for 24 months).
Note: Award value of the contract is inclusive of Payment against PF, ESI, Leave, Bonus etc.
- 4.4. GST shall be paid as per actual as applicable subject to compliance of all the applicable rules and procedure as envisaged in the GST Regime.
- 4.5 All the penalty conditions shall be as per Penalty Clause as below shall be applicable at the time of payment.
 - I. Running bills against work contractors shall be submitted for payment within 15 days from the date of measurement, unless there is some problem which shall be supported by documents in this regard. BHEL will process such bills and release the payment within 30 days normally after receipt of bills.

I/We agree with the above

Signature of Bidder/Contractor with Stamp

5. PENALTY

- 5.1 The party must ensure the average annual breakdown percentage of the total machine included in the contract must not be more than 5% (While calculating breakdown percentage waiting time for spares will not be taken into account). **A deduction of 0.3 % of the rate quoted against the total cost of work for one year of Price Bid Format (attached) will be made for every 0.1% increase in average annual breakdown percentage above 5 %.** This evaluation will be made annually.
- 5.2 For non-completion of the schedule preventive maintenance in each quarter a deduction of Rs. 650/- will be made for each machine; however, the same has to be completed in the next quarter with no extra cost.
- 5.3 If found that check list has not been filled up while carrying out PM work at site, then 25% amount stated in 5.2 shall be deducted from the bill amount.
- 5.4 If the preventive maintenance of a machine could not be completed as per schedule due to non-availability of the machine to the contractor for busy production schedule no deduction will be made but the same has to be completed as per revised schedule.
- 5.5 Minimum average 19 x (No. of working days in the month) mandays shall be ascertained by the contractor in a month, where 19= 9 SW + 8 SSW + 2 USW. In case contractor fails to deploy above said manpower, the deduction shall be done for the under deployed manpower at the prevailing Skilled Worker (SW) rate from the last submitted bill. (Prevailing SW rate means the BHEL declared minimum Skilled Worker wage at the time of submission of last bill). The evaluation will be made at the end of the contract. However minimum monthly mandays requirement include the mandays deployment only on working days. It shall not include the manpower engaged on Sundays, Holidays and on overtime basis on working days.
- 5.6 The penalty will be limited to 10% of the rate quoted against the total cost of work for two year of the Price Bid Format.

6. Party's Responsibility:

- 6.1 All tools and tackles required for maintenance works shall be arranged by party.
- 6.2 Oil filling and top up of oil in gearbox and other assemblies of the machines as per Machine lubrication chart/document. Oil shall be supplied free of cost by BHEL.
- 6.3 Following records shall be maintained and kept ready for inspection by BHEL engineer in Charge, at all times:
 - 6.3.1 Preventive maintenance records and relevant forms (Forms shall be supplied by BHEL free of cost).
 - 6.3.2 Oil consumption register machine wise. Oil balance sheets will be maintained by the contractor and submitted to engineer-in-charge on monthly basis. And any other report desired by BHEL regarding the contract time to time.
- 6.4 Party shall prepare hand sketch of the small conventional parts required to be manufactured /repaired in CMWS of BHEL.
- 6.5 Party will give requirement for spares well in advance so that it can be arranged in time.
- 6.6 Party shall arrange to deliver damaged Electrical parts and mechanical parts /assembly to Electrical Repair Shop/Central Mechanical workshop and collect the repaired parts/ assembly from there.
- 6.7 Contractor shall ensure payment of minimum wages throughout the contracted period to his staff as per BHEL wage rates revised time to time, Contractors are advised to be clear about wages to be paid to the workmen. The prevailing wage rates as on January-2021 of labor (per day) are as follows: *Skilled worker – Rs. 596.62, Semi-Skilled worker– Rs. 544.77, Unskilled workers-Rs 489.08.* The wage rates are revised w.e.f. 1st February and 1st August (i.e. 2 times) in a year. Payment of bonus@ 8.33% and leave/ holiday @ 8.33% to the workmen will be paid by contractor as per act/ labor law. PF/ ESI & Adm. Charges etc. are to be deposited by contractor as per relevant labor laws. Party is required to submit the payment records and deposit slips at the time of billing.
- 6.8 Party shall abide by all relevant Labor Laws and other rules & regulations. Party must fulfill PF, ESI and other relevant criteria as per law. In case of non-compliance of any labor laws, the contractor is fully responsible for all expenses / liability occurring on BHEL because of this including expenditure on legal proceedings. All such expenses shall be recoverable from any of the contractor running contract with BHEL or any contract entered thereafter.

I/We agree with the above

Signature of Bidder/Contractor with Stamp

- 6.9** The employee deployed against the contract should come in proper uniform and safety shoes. Contractor shall provide uniform and safety shoes to his employees. Safety appliance as and when required will be provided by BHEL on the request of the contractor's Engineer in charge. However, safety appliance has to be returned on the completion of the contract. All necessary precautions for safety of the man/ machine, fire hazard & environmental aspects shall have to be taken by the contractor for the activities performed by his workers
- 6.10** All the workmen employed should be disciplined and of good behavior & conduct. Any undesirable activity by contractor or his workmen will be viewed seriously and attract strict action including cancellation of contract.

7. BHEL's Responsibility:

- 7.1** BHEL shall supply free of cost, Crane, BOT, Forklift etc., and consumables like grease, Lubricating oil, cotton waste.
- 7.2** Repair and overhauling of all electric motor shall be undertaken by BHEL, free of cost. However, the requisition for the same has to be given well in advance.
- 7.3** All spare parts shall be provided by BHEL free of cost. However, cleaning, minor work required to fit the same on the machines, shall be undertaken by the party.
- 7.4** Repair/rebuilding/manufacturing of mechanical spares/assemblies shall be done by BHEL free of cost. Preparation of complicated drawings, (excluding those mentioned in point no.6.4) if required, for the same shall be done by BHEL. However, dismantling of all spares/assemblies, delivering the same in CMWS for Repair/rebuilding/manufacturing, collecting the same after repair, reassembly on machine etc. shall be done by party.
- 7.5** Office at site with relevant facilities in BHEL premises, shall be provided free of cost.
- 7.6** BHEL will provide electrical power from bus bars to the incoming of the main switch.
- 7.7** Any civil work if required will be done by BHEL

8. Special Terms and Conditions:

- 8.1** The contractor shall maintain the following during the execution of contract;
- i. Valid labor license from Asst. Labor commissioner.
 - ii. P.F. code and abide by the relevant laws & rules.
 - iii. E.S.I. code and abide by the relevant laws & rules.
 - iv. Insurance Cover (as per workmen compensation act & for working at height) for labors as per the relevant laws & rules.
 - v. Any other license etc. if required as per Prevailing laws & rules of Govt.
- 8.2** The contractor shall pay the BHEL prescribed minimum wages to his workmen. However, the contractor may pay higher than the BHEL prescribed minimum wages.
- 8.3** Contractor shall maintain the muster roll, wages payment register and all other records applicable as per labor laws.
- 8.4** In case of non-compliance of any of the labor laws as per act by the contractor, he will be responsible for expenses / liability occurring / accruing on BHEL on account of above including expenditure on legal proceedings. All such expenses shall be recoverable from the contractor from any of his running contracts with BHEL or any contract entered thereafter.
- 8.5** The contractor shall inform BHEL for engaging or removing the labors from the site of work. Contractor has to complete the work in time as per demand of Engineer In-charge maintenance.
- 8.6** The contractor not completing the work as per site requirement & as directed by the Engineer In-charge maintenance, action, as deemed fit will be taken including debarring for the issue of further NITs.

I/We agree with the above

Signature of Bidder/Contractor with Stamp

- 8.7** Contractor has to complete the work in time as per demand of Engineer In-charge maintenance.
- 8.8** Schedule / analysed item rates are liable for correction if there is any omission or typographical or calculation error.
- 8.9** Payment of bonus and leave/ holiday to the workmen will be paid by contractor as per act/ labor law. PF/ ESI & Adm. Charges etc. are to be deposited by contractor as per relevant labor laws.
- 8.10** Subletting will not be accepted for execution of work.
- 8.11** Gate passes / tokens to be issued by the CISF unit shall have to be returned to the pass section of CISF after completion of work, failing of which recovery at the rate as applicable shall be made from the contractor.
- 8.12** No bill will be entertained until the wages of workers, as applicable are paid.
- 8.13** Workmen must follow the safety norms and use protective devices for work at height and otherwise.
- 8.14** The contractor will have to protect the BHEL equipment and material from fire hazards or any other damages or loss.
- 8.15** No excuses for hindrance viz. jungle, extreme weather condition, non-availability of labor etc. Will be entertained for not completing the work.
- 8.16** All necessary precautions for safety of the man/ machine, fire hazard & environmental aspects shall have to be taken by the contractor for the activities performed by his workers.
- 8.17** The contractor shall have to carry out the work anywhere outside / inside factory area of HEEP and nothing extra will be paid for any extra lead and lift for carrying out the work at various heights / conditions.
- 8.18** Emergency work arises if any, will be dealt on priority and arrangement for proper & timely completion of work will have to be done by contractor.
- 8.19** Involvement in any undesirable activity by him or his workmen will be viewed seriously and attract strict action including cancellation of contract or debarring from tendering.
- 8.20** GST will be paid extra on actual basis, as applicable.
- 8.21** Contractor shall maintain a bank account in any of the nationalized banks with Internet Banking facilities at Hardwar. This should be suitable for e-payment by BHEL.
- 8.22** Payments by BHEL shall be released to the account maintained by the contractor in Hardwar and only the balance amount, after making payments to the labor, shall be transferred to Contractor's Office by site in-charge.
- 8.23** As a matter of administrative ease, the contractor should make all disbursements to his workmen preferably through their bank accounts.
- 8.24** Any machine or equipment left in the list/ additional machine (s) /equipment's if added during the contract period will also be covered automatically under the purview of this contract without any extra payment.
- 8.25** The party should not be under suspension /banned by any Unit/Region/Division of BHEL. A self-attested certificate regarding this has to be attached.
- 8.26** Party must submit point wise compliance to our scope by writing agreed or OK against each point.
- 8.27** General Terms & Conditions of Tender(GTC) will apply to this contract along with General Instructions to tenderer (GITT). In case of any ambiguity/discrepancy special terms and conditions will prevail.

I/We agree with the above

Signature of Bidder/Contractor with Stamp

Annexure-B

Instructions for submission of offer

The offer shall be submitted as 2-Part Bid system (1st Part- Techno commercial bid and 2nd Part- Price Bid) as given below:

1. **PART-1:** The Techno-Commercial bid (Annexure- "A"), Pre-qualifying criteria(Annexure-C), UNPRICED PRICE BID (Annexure- "D") & NO DEVIATION STATEMENT (Annexure "E") with other technical details and commercial terms & conditions duly completed and ink signed on all pages should be placed inside an Envelop (Envelop-1). Envelop-1 should be sealed and super scribed with "TECHNO-COMMERCIAL BID" and "N.I.T. No.: _____" on top of the envelope.
2. **PART-2:** The PRICE BID (Annexure- "F") duly completed and ink-signed should be placed in another envelop (Envelop-2). Envelop-2 should be sealed and super scribed with "PRICE BID" and "N.I.T. No.: _____" on top of the envelope.
3. Both the above Two sealed envelopes (Envelop-1 & Envelop-2) should be kept in another envelop (Main Envelop). The Main Envelop should be sealed and the cover of Main Envelop shall be super-scribed with "N.I.T. No.: _____" DUE DATE: _____"and up to 01:45 PM (IST) on the date of tender opening to be send under REGISTERED POST / SPEED POST / COURIER/Dropped in the Tender Box: addressed as follows:
**IN-CHARGE-TENDER BOX, TENDER ROOM,
PURCHASE DEPARTMENT, 4th FLOOR,
MAIN ADMINISTRATIVE BUILDING,
HEEP, BHEL, RANIPUR,
HARIDWAR – 249403 (INDIA)**
The Main Envelop should also contain the Bidder address.
4. Note: Bidder to note that all pages of Annexure- "A", "Annexure- "C", "Annexure- "D" "Annexure- "E" & "Annexure- "F" should be ink-signed.
5. Rates shall be quoted in figures as well as in words and bidder must put his signature & Seal on each page of the tender documents / undertakings, while submitting his offer, failing of which tender may be liable for rejection.
6. BHEL reserves the right to cancel the tender at any stage of tendering till signing of agreement without assigning any reason(s) thereof. The tender cost in that event shall not be refunded.

I/We agree with the above

Signature of Bidder/Contractor with Stamp

Pre-Qualifying / Eligibility Criteria

- A.** Average financial turnover during last 3 years ending on 31st March of previous financial year should be at least Rs 30,95,755.20/-. (The last 3 years are: **2019-20, 2018-19 & 2017-18**).

AND

- B.** Experience of having successfully completed similar works* during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:

Three similar completed works each costing not less than Rs.41,27,673.60/-.

OR

Two similar completed works each costing not less than Rs.51,59,592.00/-.

OR

One similar completed works each costing not less than Rs.8255347.20/-.

*** Similar work means Annual Maintenance Contract (AMC) of Light / Medium / Heavy Lathe / Milling / Horizontal Borer / Vertical Borer / Drilling machine tools in a tender.**

Note:

1. Proofs in support of above point no. **A & B** should be submitted with the tender otherwise offer is liable to be rejected. The documents in support of B shall be accompanied with performance certificate issued by the customer on their letter head clearly specifying the address and contact details of customer for verification purpose. (All the documents submitted shall be self-attested (i.e. ink signed) and stamped by the party).
2. Following information should be furnished by the vendor about the company/companies where such work of Annual breakdown & preventive maintenance has been completed or under execution.
 - 2.1. Name the company/companies where work of Annual breakdown & preventive maintenance was done/under execution.
 - 2.2. Postal address, phone no., e-mail id and website of such company/companies.
 - 2.3. Period of such work and start & end date of the work.
 - 2.4. Name and designation of the contact person of such company/companies.
 - 2.5. Phone and e-mail of the contact person of such company/companies.
 - 2.6. All relevant documents as per Check list attached.
3. Tenderer must submit proofs of PF Code No., ESI Code No., GST Registration No., Income Tax PAN NO. and undertaking to submit the Labour License within 15 days after receipt of letter of intent.
4. BHEL reserves the right to verify information submitted by the vendor. Vendor shall agree to co-ordinate visit/visits by a BHEL executives to such company/companies where the work of annual breakdown & preventive maintenance has been completed by the vendor, if BHEL so desires.
5. All the above values in clause B of PQR is inclusive of PF, ESI, Leave & Bonus.

I/We agree with the above

Signature of Bidder/Contractor with Stamp

UNPRICED PRICE BID

(Annexure-D)

Bidder's offer no. & Date:

Period of Completion: 24 Months

Estimated Cost: Rs. 1,03,19,184.00/- (GST extra as applicable)

Tender Cost: Rs. 500/-

Date of Opening of Techno-commercial Bid (PART-1): 12.03.2021

EMD value: Rs.2,06,384.00/-

Sl. No.	Description of Item	Unit	Qty.	Rate Per Job (Rs.)	Amount (Rs.)
1	Monthly activities for maintenance of the identified 248 nos. small and medium machine tools of Block-1, 2, 3, 4, 5, 6, 8, DFP & HRDC.	Job	24	4,29,966.00	1,03,19,184.00/-
	NIT VALUE(Rs.)				1,03,19,184.00/-
Rate quoted for above work by the tenderer in percent (above/ below/ at par) for the rates given above		Quoted percentage in figure		<u>XXXXXXXXXXXXX (%)</u> (above/ below/ at par)	
		Quoted percentage in words		<u>XXXXXXXXXXXXX (%)</u> (above/ below/ at par)	

Note: -

- Bidder to confirm that prices have been quoted in the above format.
- In case the bidder does not specify the applicable option among "above/below/at par", then the %age quoted will be considered to be "**above**" estimated rate.
- GST shall be paid extra on actual basis.
- Rates should be quoted in figures as well as words. No. cutting/over writing is allowed in Rates. In case of contradiction between rates/ percent quoted in figures and words, the same mentioned in words will prevail.
- Quoted Rate /Value includes PF, ESI, Leave, Bonus & other overheads for the said work except GST.
- Vendor to ensure deployment of manpower and payment in consideration with clause no. 2, clause no. 6.7 & 6.8 of Annexure – "A" of tender document.**
- Pro-rata payment will be made on monthly basis i.e. Total final negotiated/agreed value of the tender for 24 months / 24.

Signature of Contractor/authorized signatory: -

Phone no., e-mail and postal address of the contact person:

Party's Address Contact No. Email:

I/We agree with the above

Signature of Bidder/Contractor with Stamp

ANNEXURE “E”

Acceptance/ No Deviation Certificate

NAME OF WORK: Annual Maintenance Contract of Small and Medium Machine tools of Block-1, 2, 3, 4, 5, 6, 8, DFP & HRDC, HEEP, BHEL, Ranipur, Haridwar.

Notwithstanding anything mentioned in our bid, we hereby accept all terms and conditions of the above tender. Or we hereby accept all terms and conditions of the above tender except the following: (Give reference to Clause Nos. of Terms & Conditions which is not acceptable)

1.

2.

Note: Any deviation specified elsewhere in the tender shall not be considered. Deviations may or may not be accepted by BHEL.

I/We agree with the above

Signature of Bidder/Contractor with Stamp

ANNEXURE-‘X’

Certificate by Chartered Accountant on Letter Head

This is to certify that M/s (hereinafter referred to as ‘company’)
having its registered office at is registered under MSMED Act 2006,
Entrepreneur Memorandum No. Part –II Dtd: Category:
(Micro/ small). (Copy enclosed).

Further verified from Books of account that the investment of the company as per the latest audited financial year..... as per MSMED Act 2006 is as follows:

1. **For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by Ministry of small scale Industries vide its notification No. S.O. 1722(E) Dtd. October 5 , 2006):

Rs. Lacs

2. **For Service Enterprises:** Investment in equipments (i.e. original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under MSMED Act, 2006):

Rs. Lacs

(Strike off whichever is not applicable)

The above investment of Rs..... Lacs is within permissible limit of
Rs.....Lacs for..... (Micro/ small) (Strike off whichever is not applicable)
category under MSMED Act 2006.

Or

The company has graduated from its original capacity (Micro/ small) (Strike off whichever is not applicable) and date of graduation of such enterprise from its original capacity is..... (dd/mm/yy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S. O. No. 3322 (E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by ministry if MSME.

Date:

(Signature)

Name-

Membership No.-

Seal of Chartered accountant

I/We agree with the above

Signature of Bidder/Contractor with Stamp

(CHECK-LIST)

This check list must be filled properly & submitted in separate envelope along with Techno commercial offer.

Sl. No.	Required data	To be filled / attached by the bidder	Remarks of bidder for supporting documents
01	PF registration no.		
02	GST registration no.		
03	PAN No.		
04	ESI registration No.		
05	Labor license no./ Undertaking to submit labour license within 15 days after receipt of letter of intent.		
06	Copy of income tax return for last three years		
07	Copy of balance sheet for last three years		
08	Average turn over last years 2019-20 2018-19 2017-18		
09	Value & Year as per ANNEXURE C of similar Contracts/work order. Other documents supporting Pre Qualifying Criteria No. of machines included.		
10	Details required as per Clause2 of ANNEXURE C		
11	Compliance of proposed man power deployment as per Clause 2 of ANNEXURE A		
12	Earnest money DD no.		
13	Tender Fee DD no.-		
14	Self-attested certificate as per clause 8.25		
15	Point wise compliance as per point 8.27		
16	Authority letter from principals for authorized signatory.		

I/We agree with the above

Signature of Bidder/Contractor with Stamp

PRICE BID

(Annexure-F)

Bidder's offer no. & Date:

Period of Completion: 24 Months

Estimated Cost: Rs. 1,03,19,184.00/- (GST extra as applicable)

Tender Cost: Rs. 500/-

Date of Opening of Techno-commercial Bid (PART-1): 12.03.2021

EMD value: Rs. 2,06,384.00/-

Sl. No.	Description of Item	Unit	Qty.	Rate Per Job (Rs.)	Amount (Rs.)
1	Monthly activities for maintenance of the identified 248 nos. small and medium machine tools of Block-1, 2, 3, 4, 5, 6, 8, DFP & HRDC.	Job	24	4,29,966.00	1,03,19,184.00/-
	NIT VALUE(Rs.)				1,03,19,184.00/-
Rate quoted for above work by the tenderer in percent (above/ below/ at par) for the rates given above		Quoted percentage in figure		_____(%) (above/ below/ at par)	
		Quoted percentage in words		_____(%) (above/ below/ at par)	

Note: -

- Bidder to confirm that prices have been quoted in the above format.
- In case the bidder does not specify the applicable option among "above/below/at par", then the %age quoted will be considered to be "**above**" estimated rate.
- GST shall be paid extra on actual basis.
- Rates should be quoted in figures as well as words. No. cutting/over writing is allowed in Rates. In case of contradiction between rates/ percent quoted in figures and words, the same mentioned in words will prevail.
- Quoted Rate /Value includes PF, ESI, Leave, Bonus & other overheads for the said work except GST.
- Vendor to ensure deployment of manpower and payment in consideration with clause no. 2, clause no. 6.7 & 6.8 of Annexure – "A" of tender document.**
- Pro-rata payment will be made on monthly basis i.e. Total final negotiated/agreed value of the tender for 24 months / 24.

Signature of Contractor/authorized signatory: -

Phone no., e-mail and postal address of the contact person:

Party's Address Contact No. Email:

I/We agree with the above

Signature of Bidder/Contractor with Stamp