

BHARAT HEAVY ELECTRICALS LIMITED**CMX- Cranes & Lifting tackles section****TECHNO- COMMERCIAL BID****Tender Enquiry No.: WEX/CMX/CRN/2223/EN/01****NAME OF THE WORK:****Annual service contract for preventive maintenance and breakdown maintenance of EOT/JIB Cranes for the period of 2 years.**

This is a divisible works contract and the contractor shall fill remarks column against all items. This tender schedule must be submitted along with TECHNO-COMMERCIAL PRICE BID. Enclosed here with duly signed and stamped on each page with your covering letter. Any deviations/deletions etc. should be brought out separately on your letter pad and enclosed to the tender documents.

The following are to be filled up by the Bidder and same is submitted in Techno-commercial bid:

Name of the Contractor :
 Full Address :
 Contact person :
 Phone / Fax :
 Email id :
 Mobile No :

| S No. | Description | Contractor's |
|-------|--|--------------|
| 1 | PF CODE NO (If available or else to be taken before start of work) | |
| 2 | ESI CODE NO | |
| 3 | LABOUR LICENCE NO. under section 12 (1) of R&A 1970 & Validity (either valid or under renewal should indicate) | |
| 4 | PAN No. | |
| 5 | Validity: 90 days from enquiry due date. | |
| 6 | Security Deposit clause: acceptance as per Annexure III, clause No. G (2) | |
| 7 | Taxes and duties : mention whether included and firm during contract period OR extra as applicable in Schedule for Rates Annexure II | |
| 8 | PAYMENT TERMS: as per clause No. clause no. 10 of tender enquiry (Annexure I) | |
| 9 | Compensation of Delay: as per clause No. 9 of Annexure I | |
| 10 | GST TIN of bidder | |

(Signature & Seal of Contractor & Date)

TENDERING PROCEDURE

Tenders may be dropped before the due date & Time in the **Works Tender Box** (Tender Room, ADM Building, Ground Floor of BHEL, Bhopal – 462021

The bids shall be submitted in two parts.

I) Techno-commercial bid (Part – 1).

II). Price Bid (Part – 2).

- 1.0 Techno-commercial Bid **(Part – 1)**: The first envelope shall contain the Techno-commercial Bid as per the enclosed technical bid pro-forma with relevant documents like copies of ESI, PF code, Labour license, PAN No., EMD, Documents for fulfilling qualifying criteria along with all relevant papers. The envelop shall be super scribed “Techno-commercial bid Enq. No. ... (Name of work)”
- 2.0 The Second envelope shall contain only the price bid to be quoted in Schedule of Rates (Annexure II) any other information in the price bid other than quoted price shall not be considered and the quotation is likely to be rejected. Price bid document shall be signed by the tenderer at the bottom of the page. The envelope shall be sealed and super scribed “Price Bid ----- (name of work)”.
- 3.0 Both the above two envelopes shall be kept in another sealed cover. The cover shall be super-scribed with “Quotation for ----- (name of work)” and shall be addressed to **Dy. Manager (CMX) and drop to Tender Room ADM Building, Ground Floor of BHEL, Bhopal – 462021 to reach on or before 20-05-2022 by 11.00 hrs** on due date and it should also contain Tenderer address, Tender No.& due date.
- 4.0 The tenders will be opened in BHEL Bhopal on tender due date at 14.00 hrs in presence of those tenderers who choose to be present. BHEL will be not responsible for any postal delay.
Note: - Only part –1 i.e. Techno-commercial offer shall be opened on the due date of tender opening.
- 5.0 Date of opening of price bids will be intimated after techno-commercial suitability.
- 6.0 The technical bid consists of technical schedule requiring documentary proof. In case the party has not satisfied all the conditions along with documentary proof, the tender will be rejected.
- 6.1 Tenders received mixed with both technical & Price bid documents without individual envelop (or separate E-mails in case of submitted through E-mails) will be rejected. The Techno-commercial Bid as Part – 1 will be opened at 02.00 PM on due date. Price – Bid will be opened later after evaluation of Techno-commercial Bid.
- 6.2 Vendor has to furnish and accepts the above Technical, Commercial and General Terms & Conditions. If nothing is written about it will be presumed that you have agreed to all the conditions therein.
- 7.0 **Cost of the Tender documents is Rs. 500/- (Rupees Five Hundred only)**, which is to be submitted with the Techno –Commercial offer through SBI Collect which is available at BHEL, Bhopal internet site (www.bhelbpl.co.in) and is not refundable.
- 8.0 **Splitting if contract :-**

The contract shall be split in 2 parts in the ration 60: 40 during I & II shifts.

The proposed modus operandi shall be as:-

- a) The highest ratio of contract shall be awarded to L1 party. Rest of the distributions shall be made by offering the L1 rate to L2, L3 L4 and so on ... sequentially in the order of their evaluated position. If any ratio of distribution remains unallocated due to non-acceptance of rates by any of the parties then the same shall be offered and distributed amongst L1 and other parties who have accepted the L1 rates in their ratio of distribution with their consent. In case no party accepts the L1 rate the 100% allocation of work shall be offered to L1 party with their consent

- b) Price bids of all the techno-commercially acceptable bidders shall be opened. The L1 cost shall be offered to L2 bidder, if the L2 bidder accepts the L1 cost than work shall be distributed among L1 & L2 bidders in 60: 40 as per group constituted as marked A & B in table below.

| S No | Group | Block Number | % of Total |
|------|--------------|---|-------------|
| 1 | A | II , II A | 21% |
| 2 | | III, UHV, New Transformer Block, Storage bay & maintenance Block. | 17% |
| 3 | | VI | 8% |
| 4 | | VIII | 4% |
| 5 | | VII, CDC | 2% |
| 6 | | V | 5% |
| 7 | | X | 3% |
| 8 | B | XI & OTHERS | 2% |
| 9 | | I,IA, IB, Golden Jubilee block, GPX , Hydro lab | 24% |
| 10 | | IV | 5% |
| 11 | | IX | 9% |
| | TOTAL | Cumulative% | 100% |

Table: Block wise % distribution of Total work

- c) Besides first and second shift additional service is to be provided in third shift, if required by BHEL. For third shift operation payment will be made @ 25% of the value for that particular block after award of work.

9.0 **Payment Terms and completion period.**

- 9.1 The payment will be made as per General Terms & Conditions of BHEL Bhopal. Payment shall be made against submission of running bills on monthly basis on production of satisfactory performance report from the respective division/ block. Monthly Payment to Contractor = (Award value of the contract for 2 years) / 24 and GST as per actual and as applicable. Where Award value of the contract is Total final negotiated/agreed value of the tender.
- 9.2 Party should quote their rates in Annexure-II mark as schedule for rates. The rates shall be firm throughout the contract period. Firm should take into account, all taxes i.e. Income Tax, GST & other taxes as applicable etc. before quoting the rates i.e. Price Bid offer.
- 9.3 Completion Period: As per Scope of work, Annexure A, Clause (II).
- 9.4 Contractor is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer along with all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to their staff.
- 9.5 Bonus shall be payable as per Payment of Bonus Act 1965, on actual basis for the contract period on submission of proof of payment with the last bill of the contract and shall be restricted to the amount of Rs 36.44 per day for skilled worker , Rs.31.99 for semi-skilled worker and Rs. 29.24 per day for unskilled worker. Instant arrangement nowhere intends to affix responsibility of payment of bonus on BHEL.
- 9.6 Full Payment shall be made after completion of work after submission of invoice to BHEL, duly certified by the engineer in charge and submission of PF, ESI challans & wage sheet by the contractor. Taxes (if any) shall be paid only when relevant bill/invoice bearing tax registration no. along with the receipt/challan copy of deposition of tax is submitted. In case MSME- payment with in 45 days/in case of others - 60days payment.
- 9.7 Contractor shall ensure the payment of latest revised statutory minimum wages and additional wages as per BHEL HR CLC for Contract workers, throughout the contract period. No compensation/payment will be made by BHEL against any wage revision during contract period.
- 9.8 Payment will be made through NEFT/RTGS Only. The Bank Account No along with details of bank, IFSC Code, MICR Number etc. shall be mentioned by the firm along with the bill for making the payment through NEFT/RTGS.
- 9.9 Contractor shall pay wages for government recognized gazette holiday i.e. 26th January, 15th August and 2nd October. No claim shall be made by contractor to BHEL.

- 10 Any disallowance of tax credit will be recovered with interest from contractor's bill if disallowance is attributed to them. TDS under Income Tax Act shall be deducted as applicable from contractors 'bill.

11. **PENALTY:**

However Penalty would be imposed as per following:

- 11.1 Non completion of preventive maintenance within 2 weeks from the scheduled week provided by BHEL will attract non-refundable penalties as given below.

| S No. | Particulars | Rate/Crane/week |
|-------|--|-----------------|
| 1 | No. of EOT Cranes=>50T and above | 2500.00 |
| 2 | No. of EOT Cranes = >25T but below 50T] | 2000.00 |
| 3 | No. of EOT / Gantry Cranes= > 5T but below 25T | 1500.00 |
| 4 | No. of EOT Cranes below 5T | 1000.00 |
| 6 | No. of Jib /Monorail Cranes | 500.00 |

However penalty will not be imposed for non-availability of crane from production.

- 11.2 Penalty in case of near miss accidents, if caused i.e. loose item/unlocked items fall from the crane & it is found that such mishap is occurred solely because of negligence of workmen or poor supervision of the contractor, notional penalty of Rs. 2500/- per incident shall be imposed to contractor.

- 11.3 The contractor shall maintain the availability of cranes in their contract area for more than 98.7% per month. If the contractor fails to do so penalty shall be deducted @ 0.5% for every 0.1 to 0.5 % less availability of crane. For example, if the % availability of the crane is less than 98.7% by 0.1% to 0.5% then 0.5% of the WO value shall be deducted for that month. Similarly if availability of crane is less by 0.6% to 1% then 1% of the WO value period shall be deducted and so on.

11.4 **Short Deployment:**

- Penalty shall be applicable only if attendance is less than 90% of (number of labors (45)*730) working man days (including Sundays) and shall be evaluated monthly.
- If attendance is less than 90 % then deductions will be done as per actual absentee of man-days.

Example:

If total attendance per month required is 100 man days and if 90 man-days is present in that month then No penalty shall be levied.

If total attendance per month is 100 man-days and if 89 man-days is present in that month then penalty shall be levied on 11 man-days not on 01 man-days.

If total attendance per month is 100 man-days and if 70 man-days is present in that month then penalty shall be levied on 30 man-days not on 20 man-days.

- Deduction will be done @ (Total award value / (730*45)) for per man-day absentee.
- GST shall be extra charged on penalty amount.
- If any technician disobeys or disregards the order (verbal/written) given by the Engineer in-charge, he can be punished for being deprived of his wage for that day and he will be treated as absent.
- Only the decision of the Engineer in-charge will be valid for the above statement and it will be considered as final decision and no other response from contractor will be accepted on this decision.

- 11.5 The maximum cumulative penalty shall be limited to 10% of the Work order value.

- 11.6 In case of urgent breakdown, the contractor shall have to maintain sufficient number of his staffs as per requirement; BHEL will not pay any compensation on this account.
- 12 Acceptance of our General terms & Conditions, Statutory Safety Clauses, and other special terms (Annexure III) of the contract as enclosed duly signed and stamped at the space provided and same is enclosed in bid.
- 13 Reverse auction shall not be done as the minimum price capping has been done in the price bid (ref Note point 2). Price-Bid should include following: Schedule for rates for the above mentioned work in the format Annexure -II.
- 14 Tenders can be submitted personally or by Courier / Post. Tenders submitted by post should be sent preferably as **“REGISTERED POST ACKNOWLEDGEMENT DUE / SPEED POST”**. Tenders should be posted with due allowance for any postal delay. The tenders received after the due date and time of submission is liable to be rejected.
- 15 Before tendering, the tenderer is advised to inspect the work & the environments & be acquainted with the actual working and other prevalent conditions, facilities available etc. No claim will be entertained later on grounds of lack of knowledge.
- 16 In case of any quarry / doubt on the tender specifications, bidder shall contact the concerned authority for clarification before tender submission. No condition / deviation w.r.t. terms & conditions of the tender are acceptable.
- 17 An offer, each page dully signed by an authorized person, with all formalities, in a sealed and properly super scribed envelope, shall be deposited in a tender box at the central designated venue, on or before the date & time specified in NIT.
- 18 Offers thus received shall be opened at the designated venue on the specified date & time, in the presence of those bidders or their representatives, who choose to be present.
- 19 The rate shall be quoted as the final rate including all factors like over time, bonus, uniform, safety PPEs, gratuity etc. No any escalation / additional / overtime waiting charges will be paid other than the quoted service charge. The rates shall be firm for the total contract period.
- 20 The L1 bidder shall be decided on final cumulative cost, i.e. after adding prices of all the items. In case two or more L1 offers are received than a discounted bid in sealed envelope shall be invited from the L1 bidders. The discounted bids shall be opened in Tender room. Accordingly L1 shall be obtained and ordering to be done. In case there is still tie, L1 shall be decided by lottery.
- 21 **General:**
- 21.1 BHEL does not bind themselves to accept the lowest tender or any tender or to give any reason for their decision.
- 20.2 The tenderer should engage only those workers for the work that is covered under their P.F. & E.S.I. Registration, Payment of premium for P.F., PAN No. & E.S.I. of engaged workers shall be the responsibility of the contractor and they should submit documentary proof of the same to BHEL.
- The contractor shall also ensure compliance of statutory regulations of Contract as per enclosed Annexure III, and statutory safety clauses as per enclosed Annexure III.,
- 21.3 All tender papers dully filled in and signed by the tenderer must be returned with the offer as proof of the acceptance of the conditions of the contract.
- 21.4 The offer should be valid for a period of 90 days from the date of opening of the tender.
22. GST if any shall be deducted from the bill for supply portion only if supplies are more than one lakh. Income Tax if any or as per applicable Govt. norms shall be deducted from each running & final bill. Central Govt. GST, as applicable, which will have to be deposited by you, must be clearly indicated in The ‘Schedule for Rates’.

23. **Security Deposit: As mentioned in Annexure-III, S. No G (2).**
24. The contractor is required to abide by the laws under P.F, (provident Fund), ESI, Labour License etc. The Contractor shall fully comply provisions of various applicable labour laws provisions of the following enactments and other enactments as applicable for such contracts The compliance shall be done wrt :-
- .. Contract Labour (R&A) Act 1970 and rules 1971.
 - .. Payment of Wages Act.
 - .. Minimum Wages act 1948, M.P. Rules 1958
 - .. Employees State Insurance Act 1948, Rules and regulations 1950
 - .. Employees Provident Fund Act 1952 and Pension Scheme 1995
 - .. Workmen's Compensation Act 1923
 - .. M.P. Industrial Relations Act 1960.
 - .. Factory Act 1948
 - .. Maternity Benefit Act 1961
 - .. Equal Emolument Act 1976
 - .. M.P. Shram Kalyan Nidhi Adhiniyam 1982
 - .. Payment of Bonus Act 1963
 - .. Inter state migrant

PS: At present the prevailing rates per day till 31-03-2022 as per Minimum wages act for different categories are as under:-

| Category of Worker | Statutory Minimum Wages (Per Day) In Rs |
|---------------------|---|
| Skilled worker | 437 |
| Semi Skilled worker | 384 |
| Un Skilled worker | 351 |

(These rates normally get revised by the Govt twice in a year during the month of Oct & April of each year rates are normally revised by GOVT.)

Contribution under various statutes is as under:-

| | Employer Contribution | Employee Contribution |
|-------------------|-----------------------|-----------------------|
| PF Contributions | 13% | 12% |
| ESI Contribution: | 3.25% | 0.75% |

MP Shram Kalyan Mandal Rs30 for each Worker (half yearly)

Other contribution as applicable towards Bonus, Uniform, Shoes, safety helmets, Safety Belts, & obligations for fulfillment of statutory requirement like submission of GST etc should be considered while quoting.

I) Record and Registered by contractor.

II) Annual Return of PF.

III) Form 3A.

IV) Token Permission.

V) Photo Pass.

VI) Employment Pass.

VII) [Form D \(Annual Return as per Payment of Bonus Act 1965\).](#)

VIII) [Annual / Half Yearly Return of ESI.](#)

- 24.1 BHEL reserve rights to accept the tender in part or full without assigning the reason thereof.

- 24.2 The contractor shall keep all his men orderly and disciplined.
- 24.3 BHEL reserves the right to revoke the contract at any time and at any stage if it is found that the complaints are not promptly attended or there is deliberate negligence from your part or our equipment are pilferage by you or any other reason.
- 24.4 You and your workers will observe all the laws/enactments, rules and regulations of BHEL and also of central and state government for the time being enforce and will be enforced from time to time.
- 24.5 You will be liable for compensation to BHEL in the event of abandoning the work before expiry of the contract period to maximum of 10% of the contract value.
The work or part of the work so abandoned will be done by BHEL or through subcontracting at your risk and cost.
- 24.6 You shall have to comply with the priority fixed by the Engineer In charge for taking urgent repair work.