**Tender Enquiry No. : WEX/CMX/CRN/1920/EN/02R**

**Annexure I**

**BHARAT HEAVY ELECTRICALS LIMITED**

**CMX- Cranes & Lifting tackles section**

###### TECHNO- COMMERCIAL BID

**Tender Enquiry No.:** WEX/CMX/CRN/1920/EN/02R due date: ………./………/2020

**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 :

|  |  |  |
| --- | --- | --- |
| SL | Description | Contractor’s Acceptance/ Remarks |
| 1 | PF CODE NO (If available or else to be taken before start of work) |  |
| 2 | ESI CODE NO |  |
| 3 | LABOUR LICENCE NO. under section12 (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 or **may be sent by e-mails as described in point 3.**

**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)”…………………………….

2.0The **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 **Sr. Engineer (CMX) and drop to Tender Room ADM Building, Ground Floor of BHEL, Bhopal – 462021 to reach on or before 25/05/2020 by 11.00 hrs** on due date and it should also contain Tenderer address, Tender No.& due date.

**Online Bid**: Bids may also be submitted through email on email ID [**mmtender.bpl@bhel.in**](mailto:mmtender.bpl@bhel.in) and shall be posted with due allowance for any delay. Bids shall be submitted latest by 11:00 Hrs. of the due date. Bids received after the Due Date and Time shall be rejected. Two separate mails (one for techno-commercial bid including all relevant documents and annexures and second for Price Bid) should be sent to email ID **mmtender.bpl@bhel.in** only. The e-mail shall be clearly mentioned as “Techno Commercial Bid for Enquiry No. WEX/CMX/CRN/1920/EN/02R”and name of work………” for Techno Commercial Bid and “Price Bid for Enquiry No. WEX/CMX/CRN/1920/EN/02R”and name of work………” for Price Bid. The price bid should not be submitted in Technical Bid e-mail.

**Note:** **The online Bid shall be sent only to email ID** [**mmtender.bpl@bhel.in**](mailto:mmtender.bpl@bhel.in) **only. It should not be sent on other e-mail ids (also shall not be sent on Cc/BCC to any other E- mails). The tender sent on other e-mail ids shall be rejected.**

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](http://www.bhelbpl.co.in)) and is not refundable.

1. **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:-

1. 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

1. If L2 bidder does not accepts the L1 cost then L3 bidder shall be counter offered the L1 prices and so on. In case, no bidder other than the L1 bidder accepts the L1 rate then the whole contract shall be awarded to L1 bidder.
2. Besides first and second shift additional service is to be provided in third shift, if required by BHEL. The payment shall be made on actual deployment in third shift.
3. **TERMS OF PAYMENT**

Payment shall be made against submission of running bills on monthly basis on production of satisfactory performance report from the respective division/ block. The payment shall be done on actual deployment of manpower on pro rata basis.

1. **PENALTY:**

However Penalty would be imposed as per following:

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

|  |  |  |
| --- | --- | --- |
| S No. | Particulars | Rate/Crane/week |
| 1 | PM of EOT Cranes=>50T and above | 2500.00 |
| 2 | PM of EOT Cranes = >25T but below 50T] | 2000.00 |
| 3 | PM of EOT / Gantry Cranes= > 5T but below 25T | 1500.00 |
| 4 | PM of EOT Cranes below 5T | 1000.00 |
| 6 | PM 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% for every 3 months (i.e. each quarter of the contract). 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 (for that 3 month period) shall be deduced. Similarly if availability is crane is less by 0.6% to 1% then 1% of the WO value (for that 3 month) period shall be deducted and so on.

11.4 If the contactor fails to deploy minimum number of manpower as per scope of work, Annexure A, Clause No. I, penalty would be deduced as per below calculation.

a. The required man hours shall be calculated for 100% workers for 3 months.

b. The actual man hours deployed shall be calculated on the basis of number of persons deployed (including overtime hours given to employees) for each category of skilled, unskilled and semi-skilled by the contractor.

c. The penalty shall be deducted, only if total man hours deputed by the contractor are less than 90% of required deployment as per CA as per following rates:

i. Rs. 18 for each hour of skilled worker

ii. Rs. 15 for each hour of semi-skilled worker

iii. Rs. 12 for each hour of un-skilled worker

11.5 All the above deductions shall be calculated on every 3 months (each quarter) of the contract period and deduced from the contractor’s bill. Calculation for the last quarter shall be done in the last bill.

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

11.7 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.

1. 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.
2. Price-Bid should include following: Schedule for rates for the above mentioned work in the format Annexure -II (Filled Format with value of service charge only). The per day rates shall be firm throughout the contract period.

The price 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 bid shall be liable for rejection.

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. **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).**

You are requested to submit your offer subject to our terms & conditions of contract as to reach this office (Tender Room ADM Building, Ground Floor) on or before the above due date & time. You can nominate your representative on the date of tender opening.

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 30-04-2017 as per Minimum wages act for different categories are as under:-

|  |  |
| --- | --- |
| Category of Worker | Statutory Minimum Wages ( Per Day ) In Rs |
| Skilled worker | 462.94 |
| Semi Skilled worker | 441.56 |
| Un Skilled worker | 417.32 |

(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% .75%

MP Shram Kalyan Mandal Rs3 0 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)](http://10.4.1.78/personnel-1/contractlabour/Bon-D.jpg).

VIII) [Annual / Half Yearly Return of ESI](http://10.4.1.78/personnel-1/contractlabour/FORM-5.htm).

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.

I/we agree.

**Signature & Seal of Contractor & Date**