

**BHARAT HEAVY ELECTRICALS LIMITED****CMX- Cranes & Lifting tackles section****TECHNO- COMMERCIAL BID****Tender Enquiry No.:** WEX/CMX/CRN/2021/EN/01 dtd 05/11/2020**NAME OF THE WORK:** : Rectification of EOT 237 of 30/10 Ton capacity in New Transformer Block (NTB as per scope of work (Annexure-A).

This is an indivisible 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.

Work will be off-loaded on L-1 basis

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 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. 9 of tender enquiry (Annexure I)	
9	Penalty: as per clause No. 8 of Annexure I	
10	GST Tin Number	

**(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).**
- I )** 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, experience for similar nature of work along with all relevant papers. The envelop shall be super scribed “Techno-commercial bid Enquiry No. ... (Name of work).....”
- II)** 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 **Sr. Engineer (CMX) and drop to Tender Room ADM Building, Ground Floor of BHEL, Bhopal – 462021 to reach on or before 27/11/2020 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 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. GST will be applicable extra on tender cost.
- Earnest Money Deposit:** as mentioned in Annexure III, S No. (G(1))
- 8.0** **Quantity Payment, Terms and completion period.**
- 8.1** 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.
- 8.2** Completion Period: Within 04 weeks from the date of release of EOT crane.
- 8.3** If the contractor fails to fulfill above schedule of point no. 8.2 and fails to start the work as per schedule date given by BHEL and maintain the required progress in work as per terms of Work Order, he shall without prejudice to any other right or remedy of company/ corporation on account of such breach, pay as agreed compensation amount calculated as stipulated below:
- 8.4** 0.5% (Half) percent per week or part there off of contract value.
- 8.5** Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the total contract value.

- 9.0 **Terms of Payment:** Full Payment of work will be made to the contractor after satisfactory completion of work duly certified by Engineer In Charge (Crane Section).  
Payment shall be released within 60 days, after submission of the bills (Measurement book), with meeting all formalities in advance. In case of MSME vendor, Payment shall be released within 45 days, after submission of the bills (Measurement book), with meeting all formalities in advance. All payments shall be released through electronic-pay mode only.
- 10.0 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.
- 11.0 Price-Bid should include following: Schedule for rates for the above mentioned work in the format Annexure -II (Filled Format with price values only).
- 12.0 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.
- 13.0 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.
- 14.0 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.
- 15.0 An offer, each page duly 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.
- 16.0 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.
- 17.0 The rate shall be quoted as the final rate including of PF, ESI all other statutory payments, levies and all other Govt. taxes, but excluding of the GST. No any escalation / additional / overtime waiting charges will be paid other than the quoted.
- 18.0 **General:**
- 18.1 BHEL does not bind themselves to accept the lowest tender or any tender or to give any reason for their decision.
- 18.2 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.,
- 18.3 All tender papers duly filled in and signed by the tenderer must be returned with the offer as proof of the acceptance of the conditions of the contract.
- 18.4 The offer should be valid for a period of 90 days from the date of opening of the tender.
19. 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’.
20. **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.

- 21.0 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 Act.

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

Category of Worker	Statutory Minimum Wages ( Per Day ) In Rs
Skilled worker	479.94
Semi Skilled worker	458.56
Un Skilled worker	434.32

(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%	0.75%

MP Shram Kalyan Mandal Rs18 for each Worker (half yearly) Rs 6 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.](#)

- 22.1 BHEL reserve rights to accept the tender in part or full without assigning the reason thereof.
- 22.2 The contractor shall keep all his men orderly and disciplined.
- 22.3 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.
- 22.4 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.
- 22.5 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.
- 22.6 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**