

WEX&S / Cranes & Lifting tackles section**TENDER NOTICE No. : WE&CS/CMX/CRN/09-10/EN/05****SUBMISSION OF OFFER :****1.0 Check List of Vital documents submitted in Bid- 1(Techno-Commercial Bid)**

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

Name of the Contractor :

Full Address :

Contact person :

Phone / Fax :

Email id :

Mobile No :

SL No.	Description	Contractor's Acceptance/ Remarks
1	PF CODE NO	
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	Service tax regn. no.	
8	Validity : 90 days from price bid opening date.	
9	EMD : of Rs 2,00,000.00 Cash receipt /DD/ bankers cheque (If offer value is beyond Rs 100 lacs)	
10	Security Deposit clause : acceptance (See terms and conditions for details) as per Annexure – IV,SNO 2	
11	Taxes and duties : mention whether included and firm during contract period OR extra as applicable in Schedule for Rates Annexure 'A'	
12	PAYMENT TERMS: as per clause No. 12.2 as per Annexure – IV,SNO N.	
13	Details pertaining to Qualifying Criteria along with supporting documents.(Ref Qualifying Criteria – Annexur-1)	
14	Submission of Price- bid Performa (Unfilled or without indication of rates for all Blocks) .	
15	Submission of Sealed envelope super scribing that PRICE- BID wrt Enq No... WE&CS/CMX/CRN/09-10/EN/05.This envelope should contain only filled Price- bid as per Annexure- 5 attached (rates for all Blocks have been indicated) .	
16	Return of BHEL documents with signature & seal.	

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2.0 SUBMISSION OF RATES : (For AMC work of EOT/Jib/Goliath/Semi-Goliath, etc, Cranes, Electro-Mechanical & Structural Maintenance Work) For

(For Electro-Mechanical & Structural Maintenance Work) The rates on monthly & for year shall be required to submitted in the format given as per Annexure- 5 . The un-filled format should be submitted with techno-commercial bid. **(Please Note that Contractor has to fill all Column & rates are essentially to be quoted for all blocks otherwise your would not be considered)**

S N	Group	BLOCK NO	Remarks
1	B	I,IA, IB, Golden Jubilee block	Confirmation about price- quoted.
2	A	II	--do--
3	A	III, UHV , New Transformer Block & maintenance Block.	--do--
4	B	IV	--do--
5	C	V	--do--
6	A	VI	--do--
7	B	VII	--do--
8	A	VIII	--do--
9	C	IX	--do--
10	C	X	--do--
11	B	XI & OTHERS	--do--
12		TOTAL (Cummulative)	--do--

Service tax (@ _____) if any

- Note:
1. The above rates shall be applicable for two shift working in all the blocks.
 2. However for 3rd shift operations, the rates would be 25 % of the above rates for concerned block.
 3. The rates offered shall be valid for two year basis . In no case deviation except other than change in service tax or Govt taxes, levies shall be entertained.

2.2) Process of arriving L1 bidder & splitting of the work :-

- 1). There will be a splitting of the contract on L1 rate on block wise basis among 3 Nos parties to avoid any bottleneck in production activities as the crane is the one of critical requirement for smooth production work.

The modus operandi of distribution of the contract is proposed below:-

- a) L1, L2, L3.... Status shall be determined on total Contract value basis aggregating total of 11 Nos blocks (Ref S No 1 to 11).

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- b) L1, L2 & L3 thus determined will be considered for Group A, Group B & Group C & subsequently work will be distributed value wise approximately to 50%, 33% & 17% based on the L1 pick-up rates Block-wise.
- c) For awarding contract, 1st Lowest pick-up rate against each S. No for Group- A will be counter-offered to L1; Similarly Group B to L2 & Group c to L3.
- d) In case of non- acceptance of counter-offering by L2, L3, L4...etc , the same will be extended to next competitive bidder till the requisite parties are obtained.
- e) If 2 parties accepts the couter-offer the distribution will be done near to 60% & 40% for this Groups would be suitably constituted
- f) In case no- bidder accepts counter-offer then full workorder shall be awarded to L1 bidder.

For convenience of the splitting of the work & ease of operation following Groups are formed as under :

Group A	This group includes Cranes of Block II; III , New Transformer Block, Maint. Block ; Block VI ; & Block VIII.
Group B	This group includes Cranes of Block I,IA,IB, Golden Jubilee Block, Hydro Lab, Gas Plant ; Block IV; XI & other block like galvanising Block,CIT etc.
Group C	This group includes Cranes of Block V; IX including CET, & Block X .

Note : a) In the interest of the contractor , it is requested that they should visit our factory before quoting so that work contents & conditions of Cranes can be assessed by them.

3.0 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 and for payment towards maintenance contract .

4.0 WORKMANSHIP AND UPKEEP

Utmost care should be taken by you to repair the crane in a proper way and with quality workmanship so as to satisfy the safety requirements as per MP Factory act 1962 (latest).

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5.0 CANCELLATION OF CONTRACT IN FULL OR PART .

If the contractor :

- a) At any time makes defaults in proceeding with the works with due diligence and continue to do so after a notice in writing of 7 days from GM (WEX&S), BHEL, BHOPAL or
- b) Commits default in complying with any of the terms and conditions of the contract and does not remedy it within 7 days after a notice in writing is given to him in that on behalf by GM (WEX&S), BHEL, BHOPAL or
- c) Shall offer or give or agree to give to any person in M/s BHEL , BHOPAL service or to any person on his behalf any gift or consideration or for bearing to or having done or for borne to do any act in relation to the obtaining or execution of this or any other contract for M/s BHEL , BHOPAL the GM (WE&CS) may without prejudice to any other right to remedy can cancel the contract .

6.0 GENERAL TERMS AND CONDITIONS

6.1 AMC (Annual Maint. Contract) Service contract will include complete repair of mechanical, electrical , hydraulic, structural, and pneumatic etc incorporated in the crane.

6.2 No foreign/ used unused / scrapped / broken part should be left at crane/gantry/ bridge to avoid falling of the same and causing accidents.

6.3 All used /worn out / scrapped / replaced spares /parts shall remain be the property of BHEL ,BHOPAL.

6.4 BHEL ,Bhopal will not be liable for any compensation whatsoever in case of accident / injury to the personnel employed by you. However minor First aid facilities will be rendered free of cost.

6.5 The contractor shall take full care in handling the equipment or if anything found damaged or lost then the cost of the same shall be recovered.

6.6 Proper safety arrangements and precautions shall be observed in carrying out the work. Contractor shall follow all the prevailing safety rules in the BHEL.

6.7 Workers shall be issued proper uniform, Shoes, safety helmet etc by the contractor . The Contractor & his 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.

6.8 The contractor is required to abide by the laws under P.F,(provident Fund) ESI (Employee , Labour Licence etc . The Contractor shall fully comply provisions of

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

Skilled Worker ; Rs 146/- per day

Semi Skilled Worker : Rs 140/- per day

Un-Skilled Worker : Rs 140/- per day.

(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.)

	Employer Contribution	Employee Contribution
PF Contributions	13.61%	12%

ESI Contribution :	4.75%	1.75%
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MP Shram kalyan Mandal Rs 18 for each Worker (half yearly) Rs 6 for each Worker (half yearly)

Other contribution as applicable towards Bonus, Service tax etc should be considered while quoting .

6.9 The contractor shall keep all his men orderly and disciplined.

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

6.11 BHEL reserves the right to revoke the contract at anytime 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 equipments are pilferage by you or any other reason

6.12 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.

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6.13 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.

6.14 You shall have to comply with the priority fixed by the Block Maintenance Incharge for taking urgent repair work.

7. RULES & REGULATIONS OF CENTRAL/ STATE GOVERNMENT:-

The CONTRACTOR will observe and perform all the laws/ enactments, rules and regulations of central or state Government which are in force from time to time. At present the following rules have to be complied with :-

7.1 Issue of labour license from Competent Authority (Responsible Official of Labour commissioner and comply with contract labour Abolition & regulations Act. You have to abide by the payment of minimum wages to your employees engaged in our work at BHEL Bhopal as per government norms.

These rates are normally revised twice in a year and the subsequent changes would be communicated to you as and when enforced. In addition to other statutory norm like contribution towards PF, ESI, MP Shramkalyan Mandal from employer end shall be made

7.2. Issue of PF code by regional Provident Fund commissioner (RPFC) and ESI coverage for your employees.

8 SUBMISSION OF TENDER : TENDER SHALL BE SUBMITTED IN TWO-PART-BID SYSTEM i.e.

i) One Main sealed envelop super scribing with Tender Enq No, Subject, Due date of opening of tender, Addressed to Works **Tender Room, Admn. Building, Ground Floor, BHEL, Bhopal-462 022**. This main envelop should contain the followings:

ii) **BID-1 (Techno - Commercial Bid) : This Sealed Envelope would contain:**

- a) Original duly signed & Sealed Tender Enq. papers
- b) Point – wise reply about specific conformance / deviation required.
- c) Price-proforma (Blank) containing all commercial terms like Payment terms, etc
- d) EMD & Tender Cost Demand Drafts.
- e) Any other techno- Commercial aspect.

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iii) **BID-II (Price-Bid) : This Sealed Envelope would contain:**

- a) Only Price- Proforma exactly same with filled Price-values as per Annexure-5.

9.0 BHEL will reserve the right to award the work of maintenance (Block-wise) as said above in part or full depending upon response & splitting work among maximum 3 parties on L1 rate basis (lowest bid).

10.0 Contractor will be required to execute an agreement on in case of award of work on non Judicial stamp paper of appropriate value embodying all the conditions agreed to before taking over the job.

11. Contractor is requested to return back all the tender enquiry papers duly signed & Sealed . In case of any deviation / clarification same shall be brought distinctly .

Issued by
For & On Behalf of BHEL, Bhopal

Sr Manager (CMX)

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Ref : 1) List Of EOT Cranes (Annexure-A2.1)
2) List Of Jib Cranes(Annexure-A2.2)