



BHARAT HEAVY ELECTRICALS LIMITED
(A Govt of India undertaking)
FABRICATION DIVISION (FBM), JHANSI - 284129

TENDER ENQUIRY NO: FBM/TE/3/03

DATE: 31.08.13

TENDER DOCUMENT FOR WORKS CONTRACT
FOR INHOUSE FABRICATION OF UNDERFRAME
FOR 20 NOS WAG-7 LOCOMOTIVES

1. **BHEL Jhansi is in the process of finalizing the Works Contract for “In House Fabrication of Underframe for 20 nos.WAG-7 Locomotives in BHEL Jhansi” and invites quotations from capable and interested bidders.**
2. **The tender document has been detailed as follows:**

SN	Description	Annexure No.	No. of Pages
01.	Notice Inviting Tender	A	3
02.	Work Specification	B	2
03.	Qualifying Requirements	C	2+1
04	Instructions to Tenderers	D	2
05.	Tender Evaluation Criteria	E	1
06.	Contractors obligations	F	3
07.	General Terms & Conditions(also comprises Annexure I,II,III & IV)	G	8+4
08	Criteria for measurement of work	H	1
09	Technical Bid	I	3
10	Price Bid	J	1
11	Reverse Auction Terms & Conditions	K	13
12	Price Break up Sheet for Reverse Auction	L	1



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The bidder shall submit the duly filled in Technical Bid and Price bid separately. The following documents shall be enclosed to the Technical Bid and Price bid:

Technical Bid			
SL	Annexure No	Detail	Remarks
1	D	Instructions to the tenderer	The acceptance to be given by the bidder by signing on all the pages
2	F	Contractor's Obligations	
3	G	General Terms and Conditions	
4	I	Proforma for submitting Technical Bid	The information to be filled and duly signed by the bidder on all the pages
5	Acceptance for participating in Reverse Auction		
6	Earnest Money Deposit (EMD)		
7	Tender Cost		
Price Bid			
SL	Annexure No	Detail	Remarks
1	J	Price Bid	The information to be filled and signed on all the pages

The offer shall be complete in all respects. The bidder shall submit the 'Technical bid' and 'Price bid' in two different **sealed envelopes** duly super-scribing the Tender no. and type of bid. These two bids shall be kept together in a third envelope, **duly sealed**, and the following information super-scribed on it:

Tender No.FBM/TE/3/03 dated 31/08/2013
Tender Due date(date of opening) : 24/09/2013



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The offer of the bidder (in a sealed cover) may be sent either through Registered / Speed post or the same may be dropped in the tender box available at the following address on or before **24.09.2013 (13.15 hours)**:

CISF Control Room/Office
Administrative Building
Bharat Heavy Electricals Limited
Jhansi-284 129

Note : (i) *Incomplete offers are liable for rejection.*

(ii) *Technical bid and price bid should be submitted in separate sealed envelopes. In case the bids are found in one single envelope then the "bids" are liable to be rejected.*

Sd/-
(Santosh Kumar)
Engineer (FBM)

Contact Details			
Name	Designation	Tel No.	e-mail
Santosh Kumar	Engineer / FBM	0510-2412494	santosh@bheljhs.co.in
V S Chauhan	DGM / FBM	0510-2412494	vschauhan@bheljhs.co.in
C Venkat Rao	AGM/ FBM- PIng.	0510-2412585	cvr@bheljhs.co.in
R N Jha	AGM/FBM	0510-2412608	rnjha@bheljhs.co.in



BHARAT HEAVY ELECTRICALS LIMITED
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ANNEXURE A

TENDER ENQUIRY NO: FBM/TE/3/03

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NOTICE INVITING TENDER

1	Scope of Work	Works Contract for “ In house Fabrication of Underframe for 20 nos.WAG-7 Locomotive” in BHEL, Jhansi. A representative drawing no.06/1/31/100, 06/1/31/101 & 06/1/31/102 is enclosed for reference.
2	Duration of Contract	12 Months from the date of award or completion of work, whichever is earlier
3	Work Specification	As per Annexure ‘ B ’
4	Qualifying Requirements	As per Annexure ‘ C ’
5	Tender Evaluation Criteria	This is a two part bid wherein the technical bids shall be opened first and techno-commercially evaluated as per the evaluation criteria mentioned at Annexure ‘ E’. Later, the price bid of only technically & commercially qualified bidders shall be opened
6	Date and Time of Receipt of Tenders	Upto 13.15 hrs on 24.09.2013
7	Date and Time of Opening of Technical bids	14.00 hrs on 24.09.2013
8	Address for receipt/issue of Tender	AGM(FBM) Bharat Heavy Electricals Limited Jhansi,PIN-284129
9	Earnest Money Deposit (EMD)	Rs.200000/- (Rupees Two Lakhs Only) OR One time EMD of Rs. Two Lakhs The EMD is payable in the form of Demand Draft / Pay order in favour of BHEL,Jhansi and copy of receipt shall be enclosed along with tender form.
10(a)		In case of successful bidder, EMD will be converted and adjusted against the security deposit.
10(b)	EMD will be forfeited in following cases	
(i)		After opening the tender, the bidder revokes his tender within the validity period or increases his quoted rate.
(ii)		The bidder does not commence the work within the stipulated period as per LOI/ Contract. In case the LOI/contract is silent in this regard, then within 15 days after award of contract.



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10(c)	EMD given by all unsuccessful tenderers shall be refunded normally within 15 days of acceptance of award of work by successful tenderer.			
10(d)	EMD shall not carry any interest.			
11	Cost of Tender Document	Cost	Rs 1000	In case the documents are downloaded from website payment shall be made through a Separate Demand Draft in favour of "BHEL, Jhansi" along with technical bid. In all other cases, receipt of payment made to BHEL, Jhansi to be enclosed.
		VAT (14%)	Rs 140	
		Total	Rs 1140	
		(Rupees One thousand One Hundred Forty only)		
12	Security Deposit (SD)	The successful bidder will have to deposit a Security deposit shall be Rs.4.00 Lakhs. In case the contract value exceeds Rs 50 lakhs, an additional amount of 5% of the value exceeding Rs.50 lakhs (over and above Rs 4 lakhs) shall also be deposited towards SD. The SD shall be deposited before the start of work. The SD is payable in the form of Demand Draft / Pay order in favour of BHEL,Jhansi. The EMD of the successful bidder shall be adjusted with the actual amount of security deposit.		
13	Delivery Period	One week advance notice shall be given to the Contractor for starting the work. The bidder should complete 4 nos of WAG-7 Underframes per month from the assigned date to start the work. The timeliness of the delivery / delay in delivery, if any, shall be certified by the Engineer-in- charge.		
14	LD Clause	For late completion of work, BHEL standard LD clause shall be applicable which is 0.5% per week or part thereof, subject to maximum 10% of contract value.		
15	Pursuant to due certification from BHEL Quality and RDSO , Payment will be made to contractor on 'Rs/kg' basis, preferably within 60 days of completion of the work for each locomotive, based on the certification by the concerned Engineer-in-Charge, regarding the tonnage executed by the Contractor towards completion of " Inhouse fabrication of Underframe for WAG-7 Locomotive " .			



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16	BHEL reserves the right to accept or reject any of the bid / all bids or cancel/withdraw the invitation for bid without assigning any reason whatsoever and in such case no bidder/intending bidders shall have any claim arising out of such action by BHEL.
17	The quantity indicated in the Work Specification (Annexure B) is a projection based on the present requirements. The quantity may increase / decrease based on BHEL's order book position and production requirements. .
18	BHEL reserves the right to conduct Reverse Auction (RA). The bidder shall give an undertaking conveying their agreement to participate in RA. Annexure K is to be referred for terms and conditions of RA.
19	In price bid format only the prices quoted in figures & words will be allowed. If any overwriting is done in the price quoted / any other addition is made/ any condition is added by the bidder in the price bid format and / or techno-commercial bid, then the offer may be liable for rejection.
20	Order may be split between the L1 and L2 bidders in the ratio of 60:40 considering the continuity of supplies as per BHEL delivery requirements. This shall be done provided the L1 rate (evaluated on total cost to BHEL) is accepted by the L2 bidder. In case of non acceptance of the L1 rate, the counter offer of L1 rate shall be extended to the higher bidder(s) in the order of their tender ranking. If some/all other bidder(s) do not accept the L1 rate, then order for balance quantity may also be placed on L1 bidder if found capable. BHEL reserves the rights for distribution of work depending on the progress.

Note: SINCE A REPRESENTATIVE DRAWING HAS BEEN PROVIDED, THE CONTRACTOR MAY PERSONALLY VISIT THE WORKPLACE AND BE CONVERSANT WITH THE JOB BEFORE SUBMITTING THEIR BIDS.

FOR RELEVANT DETAILS PLEASE VISIT OUR WEBSITE www.bhel.com

I / We Agree with the above

**(Signature of the Contractor
with Name, Designation & Seal)**

Executive Incharge



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ANNEXURE B

TENDER ENQUIRY NO: FBM/TE/3/03

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WORK SPECIFICATION

1. SCOPE OF WORK OF THE CONTRACTOR SHALL BE AS FOLLOWING:

- a. The contractor shall be responsible for “ In House Fabrication of Underframe for 20 nos Locomotives in BHEL Jhansi”. While a representative drawing no. 06/1/31/100, 06/1/31/101 & 06/1/31/102 are enclosed for reference, the contractor shall execute the job as per the drawing provided by the Engineer-in-Charge, BHEL, Jhansi.
- b. The scope of work also includes material preparation (cutting, bending, rolling, drilling, dressing etc.), assembly (fitting, welding, shot blasting etc.), painting and getting the jobs cleared by QC (BHEL) / RDSO.
- c. Only material, electricity, compressed air, consumables, like electrodes, grinding wheels & discs etc, available with BHEL shall be provided by BHEL free of cost. Vendor to arrange for tooling other than welding fixture, which will be provided by BHEL. Machines/equipments such as welding machines, grinding machines, tools etc required shall be arranged by vendor .Number of machines, make ,model and year of manufacturing of machine to be provided by bidder in the technical bid.
- d. EOT crane shall be provided by BHEL free of cost; however, the assistance in operation of the same shall be the responsibility of contractor. In contingency, in order to meet the job requirement, any additional resources if required shall be arranged the contractor at their cost.
- e. Inspection at various stages shall be done by BHEL-QC & RDSO and proper record by vendor shall be maintained. Inspection/clearance by BHEL QC& RDSO shall be the responsibility of the contractor. In addition, the Contractor shall attend to any rework/ modifications in BHEL, as and when suggested by BHEL QC& RDSO.
- f. The Contractor shall be responsible for complying with all the applicable statutory acts & laws.
- g. Contractor may be required to working in 3 –shifts. Contractor shall appoint supervisors (minimum diploma) for A/B/C Shifts for coordination with various departments of BHEL, Jhansi. Contractor to organize adequate work force of qualified and experienced welders and fitters to take up parallel working on fabrication of WAG-7 underframe.
- h. Contractor shall give undertaking for providing skilled & Un-skilled manpower as per requirement of BHEL during execution of contract.



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ANNEXURE B

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2. MEASUREMENT OF WORK & PAYMENT:

- a. The work shall be measured in terms of weight (Kilogram) and payment made on 'Rs/kg' basis, as per designed weight of the Underframe.
 - b. The payment shall be made on completion of WAG-7 underframe and is cleared by BHEL (QC) and RDSO.
 - c. All the payments will be subject to deduction of tax at source applicable as per law.
- 3. Estimated Quantum of Works: 4,20,000 Kg for 20 nos of Underframes.**

I / We Agree with the above

**(Signature of the Contractor
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Executive Incharge



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ANNEXURE C

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QUALIFYING REQUIREMENTS

Sl.No.	Description of Qualifying requirement	Copy enclosed
1..	<p>1.1) Average Annual financial turnover during the last 3 years, ending 31st March of the previous year, should be at least 25.60 lakhs approx. (Please attach balance sheet of last three financial years or Certificate of CA)</p> <p style="text-align: center;">AND</p> <p>1.2) Work Experience (Bidder should fulfill any one of the following):</p> <p>1.2.1) Experience of having successfully completed similar fabrication works for locomotive, rail coaches, bogies during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:-</p> <p>a. Three similar completed works each costing not less than the amount equal to Rs 25.60 Lakh. Or b. Two similar completed works each costing not less than the amount equal to Rs 38.40 Lakh. Or c. One similar completed works each costing not less than the amount equal to Rs 64.00 Lakh.</p> <p>Documentary proof (Completion Certificate / Proof of Completion) for the experience performance report issued by Customer for successful execution of the contract to be submitted. In case of experience in Private Sector, relevant TDS certificate must be attached as evidence.</p> <p style="text-align: center;">OR</p> <p>1.2.2) Bidders who have successfully completed fabrication works for for at least one Locomotive /Rail Coach / Bogie in the past seven years are qualified provided they enclose the copies of contracts/ purchase orders and completion certificates/proof of completion in this regard.</p> <p style="text-align: center;">OR</p> <p>1.2.3) Bidders who are registered in the PMD of BHEL, Jhansi for 'Super Structure Fabrication & Fixing on Underframe', fabrication of ' Underframes' and ' Power Transformer Tanks' are qualified.</p>	<p>Yes/No</p> <p>Yes/No</p>
2.	Contractor Should have independent ESI Code number.	Yes/No
3.	Contractor Should have PAN/TAN number.	Yes/No



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Sl.No.	Description of Qualifying requirement	Copy enclosed
4.	Contractor Should have Service Tax number (PAN based)	Yes/No
5.	Contractor shall give an undertaking that he has minimum 05 nos. qualified welders as per ASME section IX or AWS D 1.1 . The qualification certificates of the welders are to be enclosed to the tender. If contract is awarded, the contractor shall employ only those welders who are qualified as per ASME section IX or AWS D 1.1. The contractor shall submit such qualification certificates to BHEL before start of work.	Yes/No
6.	The Contractor shall give an undertaking that he shall employ qualified fitters and Supervisor having experience and knowledge of concerned work. The Contractor shall have ITI qualified fitters / fitters with 5 years experience as a fitter in similar work. Contractor should have an experienced and qualified (Minimum Diploma) Supervisor for the complete period of contract.	Yes/No
7.	Tender cost for Rs.1140/-(Rupees One thousand one hundred forty only).Payable through a Demand Draft in favour of "BHEL", Jhansi.	Yes/No
8..	EMD for Rs. 200000/-(Rupees Two Lakhs only) payable in the form of Demand Draft/Pay order in favour of BHEL Jhansi.	Yes/No
9.	Self Certificate/Declaration that the bidder is not blacklisted/under hold/banned or delisted by BHEL Jhansi or any unit/office of BHEL on the date of tender (as per Annexure C1) .	Yes/No
10.	Self Declaration that he is not guilty by a Court of Law in India for any offence involving fraud, dishonesty and moral turpitude (as per Annexure C1).	Yes/No
11.	Blank Price Bid.	Yes/No

Documentary proof in support of above eligibility criteria shall be submitted along with the requirement sought in Technical Bid i.e Annexure ' I '. Bids with incomplete documentation are liable to be rejected.

I / We Agree with the above

**(Signature of the Contractor
with Name. Designation & Seal)**

Executive Incharge

TENDER ENQUIRY NO. FBM/TE/3/03

Self Declaration

1. I / We have never been found guilty by a court of law in India for any crimes of fraud, dishonesty or moral turpitude
2. I / We have never been black listed by any BHEL unit or any other organization.
3. I / We undertake to abide by all statutory and regulatory requirements while carrying out work at BHEL Jhansi.

(Signature of the Contractor with Name. Designation & Seal)



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ANNEXURE D

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INSTRUCTIONS TO TENDERERS

This tender is in two Bid System (Techno Commercial Bid & Price Bid).

1. The tender is to be processed in two parts viz.1) Techno Commercial bid and 2) price/rate bid. The Technical Bid Application (Annexure - I) and its enclosures (along with the Contractor's Obligations, General Terms & Conditions and copies of qualifying requirements) must be submitted in one sealed envelope superscribed as "Tender for ----- **TECHNOCOMMERCIAL BID**". EMD/Cost of Tender Document or Documents required as per qualifying requirements must be enclosed. The second envelope duly sealed should contain the price bid (Annexure-J) only super scribed as "(Name of Work)----- **PRICE BID**". Any other enclosures, which the tenderer wishes to submit, must be enclosed with the Technical Bid only. The price bid envelope should contain the rates only. Offers not in line with the above procedure or quoted in any other format is liable to be rejected/by passed.
2. Both the technical bid and price bid sealed envelopes must be again sent in a single envelope duly sealed and superscribed as "TENDER FOR TENDER NO --- ----- DUE DATE OF OPENING ----- The same should be dropped in the tender box kept in the CISF gate of Administrative Building, BHEL, Khailar, Jhansi, within the specified date and time by the representative of the tenderer.
3. All tenderers can witness the opening of the Technical Bid. After evaluation of the Technical Bid which may involve visit to the tenderer's / clients place by authorised officials, price bids of only those tenderers who are technically found suitable will be opened on a subsequent date which will be informed to the concerned whose technical bid has been accepted, in advance for witnessing the Price Bid opening.
4. All entries in the tender document should be in one ink. Corrections, over writing, cuttings, etc. will not be permitted. All the columns in the tender form should be filled without leaving blank in any page of the tender and all the pages must be duly signed & stamped by the tenderer before submission.
5. The price should be quoted in figures as well as in words. Price quoted in Price Bid shall be inclusive of all taxes & duties, all statutory requirements/liabilities like PF/ESI/Bonus/Min. wages etc. However service Tax shall be payable extra as applicable.
6. The rate quoted will be valid for the period of contract.



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7. The contract will commence on the date as applicable against the contract and shall be valid as per the validity period of the contract. The contract can be extended further on mutually agreed terms and conditions.
8. BHEL may go for Reverse Auction after Techno-Commercial evaluation instead of submitted related Price Bid. Bidder should confirm participation in Reverse Auction alongwith Techno-Commercial Bid.

I / We Agree with the above

**(Signature of the Contractor
with Name. Designation & Seal)**

Executive Incharge



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ANNEXURE E

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TENDER EVALUATION CRITERIA

The evaluation of the Tender will be carried out as follows:

1. The bid submitted by the Contractor shall be technically evaluated based on the documents submitted against the stated 'Qualifying Requirements' mentioned at Annexure 'C'. If necessary, BHEL officials may also visit the tenderer's office & their client's place to evaluate the capability and assess the performance. Capability of the Contractor will also be assessed on the basis of employees including supervisors on their rolls, machinery, equipments in its possession, previous track record, experience in other organizations, etc.
2. Successful techno commercial qualified bidder after the above process only will be invited for opening of the price bid / participating in Reverse Auction..
3. The contractor(s) shall be awarded the work on over all L-1 basis if otherwise not specified in the tender. Please also refer Sl.no. 20 of Annexure A (Page 3 of 3)

I / We Agree with the above

**(Signature of the Contractor
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ANNEXURE F

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CONTRACTOR'S OBLIGATIONS

A) Towards selection, control and supervision of employees

- a) **Contractor shall decide the number of employees to be deployed** for execution of the work awarded to him and he or his authorized representative will be solely entitled to instruct such workers about the manner of carrying out the work as per the prescribed specifications and quality plan.
- b) Contractor **shall supervise the work** allotted to him and to be carried out by his employees.
- c) Contractor to ensure that the employees deployed in the premises of BHEL **are physically and mentally fit and do not have any criminal record**. Such employees should **possess requisite skill, proficiency, qualification, experience etc.**
- d) Contractor shall give an undertaking for providing the list of skilled & Un-skilled manpower to BHEL during execution of contract. The Contractor shall depute adequate manpower for completion of the work within the stipulated time period.
- e) The Contractor shall provide the list of manpower deployed and the same will be countersigned by the concerned Engineer In-charge of BHEL. If in the opinion of the concerned Engineer-in-Charge, the manpower employed by the Contractor is not adequate to complete the work, the Contractor shall increase the manpower as per the directions of the Engineer-in-Charge.
- f) Contractor to **maintain appropriate records of his employees** deployed to carry out the job(s). Contractor shall maintain neatly written, complete and legible registers, records, reports and returns for inspection by various authorities at short notice.
- g) Contractor shall ensure Personal Accident Insurance (24x7) policy of Contract Workers from (Govt. under taking company). The coverage shall be of Rs. 5 lakhs per individual. The coverage shall be of 24 Hrs. (Accidental Death cover). The sum assured (Rs. 5 lakhs) shall become payable to the nominee in the event of death of insured person. In the event of death of any contract worker deployed by the contractor without proper insurance cover, the contractor shall be liable to pay Rs. 5 lakhs to the nominee/ legal heir of such deceased contract worker. In case of extension of contract, the contractor shall be responsible for suitable extension of accidental insurance during the extended



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period of contract. Gate pass of the contract labour shall be issued only after taking the Insurance Cover.

- h) Contractor will ensure that the **job is executed through his employees** on his rolls and under no circumstances the contractor will deploy any casual employee to carry out the job **nor shall sub-contract the job without prior written permission.**
- i) Contractor **will keep watch on his employees and he will be liable for any pilferage / loss to BHEL** due to acts of omission and commission by his employees. Similarly, liability for any compensation to outsiders on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with him.
- j) The Contractor has to provide to his workers uniform (dungaree) along with badges bearing logo of his establishment, which shall be affixed by the contract labour on the left side of his pocket. The uniform shall be kept in neat, tidy and wearable condition.
- k) Contractor to ensure that **all precautions are taken for safety** of his employees and equipments. Contractor shall provide shoe, helmet, personal protective equipment & maintain the same at his own cost which may be required. Contractor shall ensure that his workers wear dungaree and other required safety appliances, apparels / equipments inside factory.

In case any worker leaves the job or fresh worker is deployed then also providing helmets, shoes, tools and tackles, accident insurance etc. to the fresh worker shall be in contractor scope and no extra amount shall be payable to this account by BHEL.

- l) In the event of termination of contract for any reason whatsoever, the **contractor shall withdraw all his employees** from the establishment of BHEL. The last payment shall be released only after the Contractor has surrendered all passes to BHEL. In case it is found that the workers of the Contractor are inside the premises of BHEL with an invalid permit, the Contractor is liable for penal action. In case contractor decides to terminate services of his employees, he **should settle all terminal dues required.**

B) Towards supply of tools, tackles and materials

Contractor shall provide to **his employees all tools, tackles, material, equipments as specified in contract** and maintain the same to carry out the job under the contract at his cost and if necessary may take insurance policy of his worker, material, equipments & tools & tackles.



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C) Towards statutory liability

- a) As mentioned in the terms and conditions enclosed as Annexure 'G' of this contract
- b) Contractor shall indemnify BHEL against all claims by statutory authorities and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
- c) The Contractor shall make the payment to the respective bank accounts of the workers deployed by him before expiry of 7 days from the last day of wage period (wage period shall be from 1st day of the month to the last date of the month) and furnish the bank statement in this regard. In case, the contractor is unable to make the payment through bank, he shall record the reasons and be responsible for disbursement of wages in the presence of the authorized representative of contract operating division, who shall record under his signature at the end of entries in the Register of wages.
- d) Contractor to obtain license under the provisions of CL(R&A) Act.

D) Towards Finance

Contractor to arrange his own finance for carrying out the job including supply of tools, tackles and equipments, if required, to his employees, materials, payment of wages to his employees etc. The personal protective equipment, helmets, shoes, tools and tackles etc, accidental insurance shall be provided by the contractor from the commencement of the contract for entire contract period . No separate reimbursement shall be made by BHEL to this account. Payment shall be made as per rates quoted by the contractor.

I / We Agree with the above

**(Signature of the Contractor
with Name, Designation & Seal)**

Executive Incharge



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ANNEXURE G

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GENERAL TERMS & CONDITIONS FOR OPERATION OF WORKS CONTRACT.

1 LABOUR LICENCE AND OTHER REQUIREMENTS:-

- 1.0 Contractor should possess Labour licence in case of contractors working in BHEL, Jhansi and deploying 20 or more labours on any day, from the Appropriate Government (Central Govt.) for carrying out the various activities mentioned in the contract document.
- 1.1 The contractor shall deploy such number of workers in the premises of BHEL, Jhansi, as required for completion of the contract. The workers such deployed shall be his own workers.
- 1.2 In case the number of labour deployed by the contractor in premises of BHEL Jhansi exceeds the number of labour allowed in the licence then the contractor shall immediately inform the HR and concerned department. The contractor shall also apply to the licensing officer in the region for amendment in the licence within 7 days of exceeding the number of labours mentioned in the licence.
- 1.3 Regarding labour licence, the following has to be taken care of in case of contractors NOT working in BHEL, Jhansi or has less than 20 workers on his rolls.
- 1.3.A The contractor should possess valid labour licence issued by any licensing authority if he has deployed 20 or more workers in any organization.
- 1.3.B After being eligible to apply as above, if the contractor is awarded the contract then he should apply for Form-V from BHEL to obtain Labour Licence from Appropriate Government and submit the same within one month from the date of award of contract. Till then award will be treated as **PROVISIONAL**.
- 1.4 The contractor shall also have to submit copy of PAN card and latest IT return.
- 1.5 The contractor must possess Service Tax Registration number under relevant code head.
- 1.6 The contractor should possess VAT/TIN Number if material is supplied/consumed. The contractor should not be disqualified from bidding in case the contractor does not have TIN No. However, he shall have to produce TIN No. before opening of Price bid.
- 1.7 Stamp Duty : Contractor should deposit stamp duty, **before start of the contract**, on security deposit as per Stamp Duty Act

2.0 APPOINTMENT AND ENTRY IN FACTORY PREMISES :

- 2.1 The contractor shall submit the following to HR, contracting department and CISF
- (a) The details of the worker proposed to be deployed in Annexure-I.



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- (b) Character certificate issued by District Magistrate's Office or Proof of remittance of fees for character certificate at District Magistrate's Office. Further he should submit the character certificate within 60 days failing which he will be discontinued.
- (c) Copy of employment card issued by contractor to his own worker. – Annexure II
- 2.2 After submission of documents as in para 2.1, the contractor shall issue photo identity card to the labour and submit to HR department. This identity card shall be forwarded by HR department to CISF, which shall then authorize the labour to enter the factory premises initially for a period of one month.
- 2.3 The photo identity card shall have to be revalidated every three months on last working day of the month or any other date fixed to do so. In absence of such revalidation, duly forwarded by HR department, CISF shall not allow any labour to enter the premises of BHEL Jhansi.
- 2.4 The contractor shall maintain a register of persons employed by him in the format prescribed under Rule 75 of Contract Labour (R&A) Central Rules. A copy of this format is annexed as **annexure III**.
- 3.0 BILLS PAYMENT, ATTENDANCE AND PAYMENT OF WAGES**
- 3.1 The contractor shall pay minimum wages as applicable of the Appropriate Government and in addition to minimum wage, Rs. 76.92 per day shall also be paid by the Contractor to his workers. This additional amount will also attract all statutory deduction and payments.
- 3.2 The contractor shall submit bills to the contracting department on 8th of each month subject to completion of Underframe for WAG-7 Locomotive.
- 3.3 The contractors bills should be accompanied with the following.
- The contractor should maintain attendance register by recording daily attendance duly signed by both contractor & contract worker.
 - Copy of Measurement Book entries/Statement of work done by the Contractor
 - Statement of Minimum Wages of labours deployed by him under the Service contract, PF/ESI no., statutory deductions etc., in the format as in Annexure IV annexed to these terms and conditions. (Form XVII of Contract Labour (R&A) Rules
 - PF and ESI challans for previous month- separate for concerned Works contract. Print of online challan alongwith list of contributing contract workers for ESI duly certified by the contractor.
 - Wage payment sheet for the bill period as per annexure IV.
 - Copy of Form-5 and Form-10 (PF monthly returns) submitted by contractor to RPFC for billing month.



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- g) Copy of Form 12A-regarding PF remittance
 - h) List of CL covered under accident insurance policy
 - i) Statement of material supplied by the contractor if any
 - j) Copy of Labour Licence if increase in no. of labours deployed against Work Order if applicable.
 - k) Copy of Challan of previous service tax paid
 - l) Proof of Personal Accident Insurance Policy alongwith bill
- 3.4 The executing department shall pass the bills of the contractor after checking the documents as in para 3.3 above forward them to Finance through HR department.
- 3.5 After checking the Labour Laws compliances of the concerned works contract with HR department and after retaining copies of PF and ESI Challans and wage payment sheet pertaining to current month, annexure IV etc., the executing department will forward the bill alongwith requisite documents (the bill in original and service tax challan) to finance department. Finance department shall on satisfactory compliances of stamp duty charges, service tax and security deposit amount, make payment as per contract.
- 3.6 Finance department shall, on satisfactory compliance, and after deduction on account of Security deposit amount and TDS will make payment to the contractor preferably within 60 days of submission of clean bill by the contractor.
- 3.7 The contractor shall make payment to the his own labours/contract workers before the expiry of the 7th day after the last day of the wage period in respect of which the wages are payable. The payment of wages to the workers shall **not** be subject to payment against the bills by BHEL.
- 3.9 The contractor shall remit the cheques favouring RPF and ESI in his respective region with the appropriate banks with such period as stipulated under relevant provisions. Last date for remittance of PF is 15th and that in case of ESI is 21st of each month.
- 3.10 The contractor shall make payment of wages to his workers preferably to their bank account(s). Else, the contract shall make payment of wages to his workers on due date in presence of an authorized representative of contracting department. The authorized representative shall retain a copy of wage payment sheet with him.
- 3.11 In cases where the payment to the contractor is due only after completion of work and the payment is not made monthly then the contractor shall have to produce documents as enumerated in para 3.3 above, in respect of all workers deployed by him against the contract, for each month separately, along with final bills.
- 4.0 Provident Fund**
- 4.1 The contractor should get independent EPFcode before deployment of his contract worker against work contract.



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- 4.2 The Contractor should allot PF account number and get the nomination form, duly filled in, from each worker deployed by him at the time of joining.
- 4.3 In case the worker already has PF/pension account number, allotted to him, previously, then the contractor shall get the transfer form filled up at the time of joining and send to the office of concerned Regional Provident Fund Commissioner.
- 4.4 After termination of contract the contractor shall provide due assistance to the labour for withdrawal of PF/pension amount, when due.
- 4.5 The Contractor shall liaison with the PF officials to get the annual PF slips and distribute amongst his own workers. Security deposit shall be released only after submission of PF slips of workers.

4.6 PF CONTRIBUTION :

<u>Employee's Contribution</u>	<u>Employer's Contribution</u>	
12% of Normal wages paid (Coverage Rs.6500/- on Employee's/ Employers Contribution).	PF Contribution	3.67%
	Insp/Admn Charages	1.10%
	Admn/Insp Charges	0.01%
	Pension Fund	8.33%
	EDLI Charges	<u>0.5%</u>
	Total	<u>13.61%</u>

- 4.7 The Contractor shall submit annual returns in Form-6A and Form 3A, prescribed under statutory EPF scheme, 1952, in respect of each worker deployed by him with a copy to HR.

5.0 Employees State Insurance

- 5.1 The Contractor should allot ESI account number and get the nomination form, duly filled in, from each labour deployed by him at the time of joining.
- 5.2 At the time of joining the contractor shall get the self/family registration form filled by the workers and submit to the local ESI office.
- 5.3 The contractor shall facilitate collection of issued ESI cards by his worker.

5.4 ESI CONTRIBUTION :-

<u>Employee's Contribution</u>	<u>Employer Contribution</u>
1.75% of gross wages	4.75% of gross wages



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- 5.5 The Contractor shall submit annual returns in Form-6 prescribed under ESI Act, deployed by him with a copy to HR and finance department
- 5.6 The Contractor shall produce the following Registers and forms as per Contract Labour (R & A) Rules 1971 for verification by the Executing Officer of the company :-

- (a) **Form XII - Register of contractors(Rule74)**
- (b) **Form XIII - Register of Workmen employed by contractor (Rule 75)**
- (c) **Form XIV - Employment Card issued by contractor (Rule 76)**
- (d) **Form XVI - Muster Roll 78(1) (a) (i)**
- (e) **Form XVII - Register of Wages (Rule 78 (1) (a) (i))**
- (f) **Form XVIII - Register of wages-cum Muster Roll (in case of weekly Payment)**
- (g) **Form XIX - Wage Slip (Rule 78)(1) (b)**
- (h) **Form XX - Register of deduction for damages of loss (Rule (78)(1) (a) (ii))**
- (i) **Form XXI - Register of fines (Rule 78) (1) (a) (ii)**
- (j) **Form XXII - Register of advance (Rule 78) (1) (a) (ii)**
- (k) **Form XXIII - Register of overtime (Rule 78) (1) (a) (iii)**
- (l) **Form XXIV - Return to be sent by the contractor to licensing officer (Rule 82)**

- 5.7 Contractor shall fully comply provisions of various applicable labour laws and all other enactments as applicable for such contracts.

6.0 Bonus

The contractor shall be liable to pay statutory bonus under payment of Bonus Act, 1965 and submit proof of disbursement alongwith received copy of Form-D to L.E.O Office.

7.0 Discipline

- 7.1 The Contractor shall be responsible for the discipline of his own labours deployed under the contract. In case of any loss to the BHEL Jhansi on account of indiscipline of contract labour then such loss shall be assessed and recovered from the running bills of the contractor or from the security deposit.
- 7.2 The contractor shall not employ any person who has not completed his 18 years of age and person who has attained 60 years of age.
- 7.3 The contractor, on advice of authorized BHEL official, shall immediately remove any person employed by him, who may in the opinion of such authorized BHEL official is involved in misconduct. Such person shall not be re-employed by the contractor without prior permission.



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8.0 LEAVE WITH WAGES TO CONTRACT LABOUR :-

Guidelines as per UP factories Rules 1950 should be strictly observed with regard to crediting /a vailment of leave. Register as prescribed under the said rules should be maintained by the contractor.

9.0 INDEMNITY BOND/COMPLIANCE OF LEGAL PROVISION

9.1 BHEL Jhansi shall not be liable for any compensation whatsoever in the case of accident / injury to the person employed by the contractor coming in the premises of BHEL Jhansi. Contractor shall pay all claims / compensation / damages / penalty / fine or any amount payable to the individual / authorities payable due to accident / injury to the person employed by the Contractor.

9.2 That BHEL-Jhansi will not, in any manner be responsible for any act, omission or commission of the workers engaged by contractor and no claim in this respect will lie against BHEL-Jhansi. If any such claim is made against BHEL-Jhansi by any worker or his heirs engaged/employed by the contractor, which BHEL-Jhansi is obliged to discharge by virtue of any statute or any provision of law and rules due to mere fact of the workers of the contractor working at BHEL- Jhansi premises or otherwise, the contractor will be liable to indemnify/reimburse BHEL-Jhansi all the money paid in addition to the expenses incurred by him. The contractor must indemnify and keep indemnified BHEL-Jhansi against all losses and claims for injuries or damage to any person or property whatsoever which may arise of or in course of the operation of the contract and against all claims, demands, proceedings, damages, cost, charges and expenses whatsoever in respect of contingencies depicted herein shall be deemed as expected risk.

9.3 The Contractor has to make an agreement with BHEL in the format prescribed only on Rs. 100/- Non-Judicial Stamp Paper.

10.0 OTHER GENERAL TERMS AND CONDITIONS :-

10.1 Legal compliance

The contractor will comply with all the provisions regarding licensing, welfare and health, procedures, maintenance of various records and registers etc., as provided under the contract Labour (Regulation & abolition) Act 1970, rules amendments, orders, notifications there under issued by the Appropriate Government from time to time. For non-compliance of any provisions, statutory compliance under law, the contractor shall be responsible for penalties levied by the appropriate authority under the Act. The contractor shall also be liable to comply with all other Labour and Industrial Laws and such other acts and Statutes (including Factories Act, Payment of Bonus Act, minimum wages Act, etc.,). Depositing of ESI, PF contribution as may be applicable is the responsibility of the contractor. For any default in compliance, the contractor shall be held responsible.



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- 10.2 The work shall be supervised by the contractor or through the authorized representatives on day to day basis.
- 10.3 The Contractor shall compensate BHEL for any loss or damage to the plant/property, material of BHEL due to his workmen/representatives negligence or otherwise during execution of work.
- 10.4 In the event of contractor abandoning the work or BHEL revoking the contract BHEL shall have a right to get incomplete work completed at contractor's risk and cost. BHEL shall have a right to terminate the contract at any time without assigning any reason thereof.
- 10.5 Security deposit will be released on submission of following certificates from departments mentioned as under:-
- Completion of work and certification of payment of minimum wages to contract labours from contracting department.
 - Certificate of compliance of labour laws from HR department.
 - Certificate of payment of Bonus by Contracting and HR Department
 - No-dues certificate regarding service tax payment, and any other dues liable to be remitted by contractor under financial laws, to Finance department
 - In case of non satisfactory performance of the contract, BHEL shall have a right of forfeiting the security deposit. In case of any dispute decision of concerned Head of the Department will be final

11.0 SETTLEMENT OF DISPUTE/JURISDICTION/ARBITRATION ETC. :-

BHEL Reserve the following rights:-

To evaluate the bid as per BHEL policy and Govt. guidelines including CVC / Vigilance guidelines by the tender committee duly constituted by BHEL Management. The decision of BHEL, Jhansi Management or Tender committee duly approved by competent authority shall be final and binding to bidder.

11.1 CONFIDENTIALITY

The parties agree & acknowledge that in the course of their discussions and interaction, BHEL may disclose information of confidential proprietary nature relating to its business, products, know-how, technology, customers, employees and financial to the contractor. Such information shall be considered as confidential. The contract agrees to keep it confidential & secret at all times and not directly or indirectly disclose to any party other than its employees and authorised personnel's strictly on a need know basis, without the prior written permission of BHEL.



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11.2(A) TERMINATION

BHEL reserves the right to Terminate contract awarded for any contravention of statutory provision or any other reasons without assigning any explanation or notice to the contractor.

11.2(B) SUSPENSION

BHEL reserves the right to suspend performance of any or all of its obligations under the contract. Such notice shall specify the obligation of which performance is to be suspended, the effective date of the suspension and the reasons therefore. The Contractor shall thereupon suspend performance of such obligations until ordered in writing to resume such performance by the same authority that ordered for suspension.

11.3 JURISDICTION

Any matter of dispute arising out of or in connection with this contract shall be under jurisdiction of Jhansi Court only.

11.4 ARBITRATION :-

All disputes arising in connection with the contract shall be settled by mutual consultation. If no agreement is reached the dispute shall be settled in accordance with Arbitration and conciliation Act, 1996 and the rules made there under. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of the unit.

The award of the arbitrator shall be final and binding on both the parties. The venue of the Arbitration shall be at Jhansi in India. The Award to be given by the Arbitration shall be a speaking award. All questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of Jhansi court.

I / We Agree with the above

**(Signature of the Contractor
with Name. Designation & Seal)**

Executive Incharge

गेट पास आवेदन प्रपत्र

ANNEXURE-I (11)

(ठेकेदार के कर्मचारियों/आपूर्तिकर्ताओं/कोरियर सेवा कर्मों आदि के उपयोग हेतु)

1. ठेकेदार का नाम
2. कार्य का स्वरूप
3. कार्य आदेश सं./दिनांक
4. कार्य आदेश अवधि
5. कार्य स्थल (विभाग)
6. गेट का नाम जिससे प्रवेश/वर्हिगन होगा
7. कर्मचारी की ड्यूटी का समय

संविदा श्रमिक का व्यक्तिगत विवरण

(एक से अधिक संविदा श्रमिकों के आवेदन हेतु अलग से सूची संलग्न करें)

संविदा श्रमिक का नाम..... जन्म तिथि/आयु.....
 पिता का नाम..... पहचान चिन्ह.....
 स्थाई पता..... वर्तमान पता.....

संविदा श्रमिक का
हस्ताक्षर युक्त फोटो
(ठेकेदार द्वारा सत्यापित)

शैक्षिक योग्यता.....
 भविष्य निधि खाता संख्या.....कर्मचारी रा बी निगम खाता सं.....

(संविदा श्रमिक के हस्ताक्षर/दिनांक)

कारखाना प्रबन्धक/शॉप प्रभारी के हस्ताक्षर
(दिनांक एवं मोहर सहित)

ठेकेदार या उसके सुपरवाइजर के हस्ताक्षर
(दिनांक एवं मोहर सहित)

आवंटित गेट पास सं०..... दिनांक..... हस्ताक्षर आवंटनकर्ता.....

विभागाध्यक्ष -मा.सं./सं.श्र.प्र. प्रभारी के हस्ताक्षर
(दिनांक एवं मोहर सहित)

के० औ० सु० ब० द्वारा भरने के लिए

पासों के विचाराधीन रहने तक.....से.....तक श्री.....
 नियोजक.....को कारखाने में प्रवेश हेतु अनुमति दी जाती है।
 पास संख्या.....जारी होने की तिथि से दिनांक.....तक ही वैध होगी तथा प्रत्येक माह/
 तीन के पश्चात 25 तारीख को के० औ० सु० ब० द्वारा नवीकृत किया जायेगा।

हस्ताक्षर उप कमान्डेन्ट के० औ० सु० ब० इकाई
बी० एच० ई० एल० झाँसी (उ० प्र०)

FORM XIV

(See Rule 76)
Employment Card

Name and address of Contractor :

Nature of work and location of work :

Name and address of Establishment
in/under which contract is carried on :

Name and address of Principal
Employer :

1. Name of the workmen :

2. Serial No. in the register of workmen
employed :

3. Nature of employment/designation :

4. Wage rate with particulars of unit,
in case of piece-work. :

5. Wage period :

6. Tenure of employment :

Remarks. :

Signature of contractor.

FORM XIII

[See Rule 75]

Register of workmen employed by contractor

Name and address of contractor :

:

Name and location of work :

Name and address of Establishment in/under :

which contract is carried on :

Name and address of Principal Employer :

Sl. No.	Name and surname of workman	Age and Sex	Father's/ Husband's name	Nature of employment/ designation	Permanent home address of workman (village and tehsil) and taluk and district	Local address	Date of commencement of employment	Signature or thumb impression of workman	Date of termination of employment	Reasons for termination	Remarks
1	2	3	4	5	6	7	8	9	10	11	12

STATEMENT OF THE CONTRACTOR FOR THE MONTH OF _____ 20____

WORK ORDER NO-----
 CONTRACTING DEPARTMENT-----
 CONTRACTOR NAME-----

S.NO	NAME OF WORKER	CAT.	NORMAL DAYS	OT DAYS	GROSS WAGES	EMPLOYEES CONTRIBUTION DEDUCTION		OTHER DEDUCTION	TOTAL RECOVERY	NET PAYABLE	EMPLOYER'S CONTRIBUTION	
						PF 12%	ESI 1.75%				PF 13.61%	ESI 4.75%
1.												
2.												
3.												
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31.												

SIGNATURE OF THE CONTRACTOR



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ANNEXURE H

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MEASUREMENT OF WORK AND PAYMENTS THERE OF.

1. The designated officer of the Unit will periodically inspect the Work being provided by the contractor and find out deficiencies. The contractor shall rectify the same immediately to the satisfaction of the designated officer.
2. Payment towards work satisfactorily executed will be made to the contractor on the basis of following:-

Sl.No.	JOB/ACTIVITY	UNIT OF MEASUREMENT (Kg)	QUANTUM OF WORK
1.	In House Fabrication of Underframe for 20 nos.WAG-7 Locomotive	Kg	21000 kg per locomotive x 20 locomotives = 420000 kgs.

3. Pursuant to completion of work against each locomotive, payment will be made to the contractor on the basis of (Rs. /Kg) work carried out by him against each locomotive duly cleared by BHEL-QC and RDSO. The design weight shall be the basis to decide the tonnage of work carried out by the contractor.
4. All payments will be subject to deduction of income tax at source as per IncomeTax as per the applicable Rules.
3. Measurement Book to be maintained by the contractor for the work carried out on daily basis & the same shall be verified by BHEL official, nominated for the same.

I / We Agree with the above

**(Signature of the Contractor
with Name. Designation & Seal)**

Executive Incharge



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ANNEXURE I

TENDER ENQUIRY NO: FBM/TE/3/03

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PROFORMA FOR SUBMITTING TECHNICAL BID

1	Name of the firm (Essential)	
2	Address and Contact Numbers (Essential)	
3	Name of the Proprietor (Essential)	
4	Registration Number of the Firm (Essential)	
	Copy of the Certificate	Enclosed / Not Enclosed
5	Labour Licence Number (Desirable)	
	Copy of the Licence	Enclosed / Not Enclosed
6	PF Code Number (Desirable)	
	Copy of the Certificate	Enclosed / Not Enclosed
7	ESI Code Number (Essential)	
	Copy of the Certificate	Enclosed / Not Enclosed
8(1)	PAN/TAN Number (Essential)	
8(2)	Income tax return last 3 yrs along with Balance Sheet & Profit & Loss A/c (Essential)	Enclosed / Not Enclosed
9	Service Tax Number(PAN Based) (Essential)	



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10.	Experience Certificate/Proof of execution/Registration details at BHEL, Jhansi for the relevant work specified. (Essential)	
-----	--	--

11. Machines & equipment details such as welding machines, grinder, measuring equipment. Contractor shall have machines and equipment for carrying out the fabrication work of ESP Tanks at BHEL Works.

Sl.No.	Equipment Name	Model	Make	Year of Mfg.	Qty.

12.	No. of Workers including Supervisors on the rolls of the firm (Essential)	
13	Earnest Money Deposit (Essential)	Rs .
	D.D. Number & Date	
	Drawn on (Bank)	
14	Tender Cost (Essential)	Rs.
	D.D. Number & Date	
	Drawn on (Bank)	
15	Validity of offer	120 days from the date of tender opening



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16	Blank Price bid format (Essential)	Enclosed / Not Enclosed
17	Whether documents submitted as per Annexure 'C' (Essential)	Yes/ No
18 *	Acceptance for participating in Reverse Auction (Desirable)	Yes/No

We will fulfill all the obligations of the contractor and abide by the Terms & Conditions mentioned in the enquiry.

** Our offer may be liable to be rejected in case we have not agreed to participate in Reverse Auction. Our offer is liable to be rejected in case of incomplete documentation.*

Date:

**(Signature of Contractor
with Name, Designation and Seal)**



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ANNEXURE J

TENDER ENQUIRY NO: FBM/TE/3/03

DATE: 31.08.13

PRICE BID

Subject :- Price Bid against your Tender Enquiry no. FBM/TE/3/03 for “ In House Fabrication of Underframe for 20 nos.WAG-7 Locomotive” in BHEL, Jhansi.

Dear Sir,

1. Job Details:

JOB/ ACTIVITY	UNIT OF MEASUREMENT	ANNUAL QUANTUM OF WORK
In House Fabrication of Underframe for 20 nos.WAG-7 Locomotive	Kg	420000.00

2. We are quoting Techno-commercial bid, minimum basic fabrication rate excluding taxes and duties

3. **Basic fabrication rate =**

` Rs ._____per kg (in figures)

` Rupees per kg (in words)

The offer shall be valid for 120 days from opening of price bid / conducting reverse auction. If the contract is awarded based on a price finalized and mutually agreed in the tender, the finalized price shall be applicable during the currency of the contract.

Signature of Supplier :

Date :

Name :

Designation :

Seal :



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ANNEXURE K

TENDER ENQUIRY NO: FBM/TE/3/03

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GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION

Against this Tender for the subject work with detailed scope of supply as per our specification, BHEL-JHANSI may resort to "ONLINE REVERSE AUCTION PROCEDURE" i.e. **ONLINE BIDDING on INTERNET**.

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on Internet.
3. BHEL will inform the bidder in writing in case of reverse auction, the details of service provider to enable them to contact and get trained.
4. Business rules like event date, time, start price, bid decrement, extensions, etc. also will be communicated through service provider for compliance.
5. Bidders have to email a scanned copy of the Process Compliance Form in the prescribed (provided by service provider) before start of Online Initial Sealed Bid. Without this form, the bidder will not be eligible to participate in the event.
6. BHEL will provide the calculation sheet which will help to arrive at "Total Cost to BHEL" for each the bidder to enable them to fill-in the price and keep it ready for keying in during the auction.
7. Reverse auction will be conducted on schedule date & time.
8. At the end of reverse auction event, the lowest bidder value will be known on the network.
9. The lowest bidder has to email a scanned copy of the price break-up duly signed filled-in prescribed format (as per Annexure L) as provided on case-to-case basis to the service provider within 24 hours of reverse auction without fail.
10. Any variation between the on-line bid value and signed document will be considered as sabotaging the tender process and will invite disqualification of vender to conduct business with BHEL as per prevailing procedure.
11. In case BHEL decides not to go for Reverse auction procedure for this tender enquiry, the price bids and price impacts, if any already submitted and available with BHEL shall be opened as per BHEL standard practice.
12. Only those bidders, who participate in the Online Initial Sealed Bid, will be eligible to participate in the subsequent Online English Reverse Auction.
13. **The reverse auction will be treated as closed only when the bidding process gets closed in all respects for the item listed in the tender.**



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Business Rules for finalisation of the procurement

BHEL shall finalise the procurement of the item against this Tender through reverse auction mode. BHEL has made arrangement with **M/s BOB Tech Solutions Pvt Ltd, Bengaluru** who shall be BHEL's authorized service provider for the same. Please go through the guidelines given below and submit your acceptance to the same along with your Commercial Bid.

1. Computerized reverse auction shall be conducted by BHEL, on pre-specified date, while the bidders shall be quoting from their own offices / place of their choice. Internet connectivity shall have to be ensured by bidders themselves. In extreme case of failure of Internet connectivity, (due to any reason whatsoever may be) it is the bidders' responsibility / decision to send fax communication immediately to M/s BOB Tech Solutions Pvt Ltd, Bengaluru. Furnishing the price the bidder wants to bid online with a request to the service provider to upload the faxed price on line so that the service provider will up load that price on line on behalf of the Bidder. It shall be noted clearly that the concerned bidder communicating this price to service provider has to solely ensure that the fax message is received by the service provider in a readable / legible form and also the Bidder should simultaneously check up with service provider about the clear receipt of the price faxed. It shall also be clearly understood that the bidder shall be at liberty to send such fax communications of prices to be up loaded by the service provider only within the closure of Bid time and under no circumstance it shall be allowed beyond the closure of Bid time / reverse auction. It shall also be noted that the service provider should be given a reasonable required time by the bidders, to upload such prices online and if such required time is not available at the disposal of the Service provider at the time of receipt of the fax message from the bidders, the service provider will not be uploading the prices and either BHEL or the service provider are not responsible for this unforeseen circumstances. In order to ward-off such contingent situation bidders are requested to make all the necessary arrangements/ alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the reverse auction successfully. Failure of power at the premises of bidders during the Reverse auction cannot be the cause for not participating in the reverse auction. On account of this, the time for the auction cannot be extended and neither BHEL nor M/s BOB Tech Solutions Pvt Ltd, Bengaluru is responsible for such eventualities.
2. **M/s BOB Tech Solutions Pvt Ltd, Bengaluru** shall arrange to train your nominated person (s), without any cost to you. They shall also explain you, all the Rules related to the Reverse Auction / Business Rules Document to be adopted along with bid manual. You are required to give your compliance on it before start of bid process.
3. **MATERIAL FOR BID: Item No. 1 – In House Fabrication of Underframe for 20 no.s WAG-7 Locomotive, Qty – 420000 kgs as per the specifications and scope of supply finalized with you against Tender Enq. No. FB/TE/3/03 by BHEL.**



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4. **Starting Bid/Bid Decrement:** The opening price of the RA and the bid decrement value shall be available to the bidders before 05 minutes of the start of the auction and same shall be displayed on the auction website.
5. **BIDDING CURRENCY AND UNIT OF MEASUREMENT:** Bidding and evaluation will be conducted in Indian Rupees (INR) of the item. The price bid placed during the “Sealed Bid Auction” as well as “Reverse Auction” shall be the per kg price
6. **BID PRICE :** The Bidder has to quote price in per kg during the “Sealed Bid Auction” as well as “Reverse Auction” for the item specified. Calculation sheet to arrive at the Total Landed Cost to BHEL is attached at Annexure L
7. The technical & commercial terms are as per BHEL Tender Enq. No. **FBM/TE/3/03** . Bidders technical and commercial bid and subsequent correspondences between BHEL and the bidders regarding commercial terms & conditions.
8. **VALIDITY OF BIDS :** The Bid price shall be firm for a period of **120 days** and shall not be subjected to any change whatsoever.
9. At the end of the reverse auction, bidder has to provide a detailed break-up for his lowest offer, as per BHEL’s price excel sheet, within 24 hours of reverse auction.
10. **Procedure of Reverse Auctioning :**
 - i. **Online Initial Sealed Bid:** The opening bid (In the initial auction) of the bidders shall place a bid which shall be same as that quoted in their Final Sealed price submitted to BHEL or lesser. The bidders shall confirm in writing to BHEL that their opening bid shall be same as that quoted in their final sealed price bid submitted against Tender Enq. No. **FBM/TE/3/03** . If it is found to be otherwise at a later date, the bidder will be disqualified from the tender.
 - ii. **Online English Reverse (no ties) Auction {Reverse Auction}:** BHEL will declare its **Opening Price (OP)**, which shall be visible to the all bidders during the start of the reverse Auction. You will be required to start bidding after announcement of Opening Price and decrement amount. Also, please note that the start price of an item in online reverse auction is open to all the participating bidders. Any bidder can start bidding, in the online reverse auction, from the start price itself. If the start price is your own price, you still need to bid in the online reverse auction. Also, please note that the first online bid that comes in the system during the online reverse auction can be equal to the auction's start price, or lesser than the auction's start price by one decrement, or lesser than the auction's start price by multiples of decrement. The second online bid and onwards will have to be lesser than the L1 rate by one decrement value, or lesser than the L1 rate by multiples of the decrement value.



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- iii. Those bidders who have participated in the Initial Sealed Bid Auction, will only be eligible to participate in the subsequent English Reverse Auction.
 - iv. Online Initial Sealed Bid will be for **30 minutes** and Online English Reverse (no ties) Auction shall be for a **period of one hour**. If a bidder places a bid in the last 10 minutes of closing of the Reverse Auction and if that bid gets accepted, then the auction's duration shall get extended automatically for another 10 minutes, for the entire auction (i.e. for all the items in the auction), from the time that bid comes in. Please note that the auto-extension will take place only if a bid comes in those last 10 minutes and if that bid gets accepted. If the bid does not get accepted, the auto-extension will not take place even if that bid might have come in the last 10 minutes. In case, there is no bid in the last 10 minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension. However, bidders are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.
 - v. The bid decrement amount shall be specified by BHEL before start of bidding.
 - vi. Any commercial loading shall be intimated to bidders in advance and it shall be added to price during dynamic auction process. For evaluation purpose, commercial loading if any, shall be added to the quoted price of respective bidder. However for ordering only the final bid placed by you shall be considered.
 - vii. After the completion of English Reverse (no ties), the **Closing Price (CP)** shall be available. In case, any commercial loading was made to L1 bidder's price, it shall be de-loaded from the closing price of L1 bidder (**CP**) for further processing.
 - viii. The ratio of CP and originally quoted price shall be applied on all elements of originally quoted prices to arrive at the final price break-up.
11. Successful bidder shall be required to submit the final prices, quoted during the English Reverse (no ties) in the Price Excel Format provided to you after the completion of Auction to BHEL, duly signed and stamped as token of acceptance without any new condition other than those already agreed to before start of auction.
 12. During the Online English Reverse (No Ties) Auction, if no bid is received in the auction system/website within the specified time duration of the reverse auction, then **BHEL**, at its discretion, may decide to revise the auction's Opening Price / scrap the online reverse auction process / proceed with the conventional mode of tendering (opening of the hard copy final bids submitted by you earlier to BHEL).



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13. Your bid will be taken as an offer to supply. Bids once made by you, cannot be cancelled / withdrawn and you shall be bound to supply as mentioned above at your final bid price. **Should you back out and not supply as per the rates quoted, BHEL shall take action as appropriate.**
14. You shall be assigned a **Unique User Name & Password** by BHEL (or) M/s BOB Tech Solutions Pvt Ltd, Bengaluru **You are advised to change the Password** and edit the information in the Registration Page after the receipt of initial Password from BHEL / M/s BOB Tech Solutions Pvt Ltd, Bengaluru to ensure confidentiality. All bids made from the Login ID given to you will be deemed to have been made by your company.
15. You will be able to view the following on your screen along with the necessary fields in the English Reverse (no ties) {Reverse Auction}:
 - a. Leading Bid in the Auction (only total price)
 - b. Bid Placed by you
 - c. Your Own Rank
 - d. Opening Price & Bid Decrement value.
16. At the end of the Reverse Auction, BHEL will decide upon the winner. BHEL's decision on award of Contract shall be final and binding on all the Bidders.
17. BHEL shall be at liberty to cancel the reverse auction process / tender at any time, before ordering, without assigning any reason.
18. BHEL shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.
19. Other terms and conditions shall be as per your techno-commercial offers and other correspondences till date.
20. You are required to submit your acceptance (Process Compliance Form) to the terms/ conditions/ modality given above before participating in the reverse auction.



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Terms & Conditions of Reverse Auction

1. **LOG IN NAME & PASSWORD** : Each Bidder is assigned a Unique User Name & Password by **M/s BOB Tech Solutions Pvt Ltd, Bengaluru** The Bidders are requested to change the Password and edit the information in the Registration Page after the receipt of initial Password from M/s BOB Tech Solutions Pvt Ltd, Bengaluru. All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.
2. **BIDS PLACED BY BIDDER** : The bid of the bidder will be taken to be an offer to execute the work. Bids once made by the bidder cannot be cancelled. The bidder is bound to execute the work as mentioned above at the price that they bid. Should any bidder back out and not make the supplies at per the rates quoted, BHEL and / or M/s BOB Tech Solutions Pvt Ltd, Bengaluru shall take action as appropriate.
3. **LOWEST BID OF A BIDDER** : In case the bidder submits more than one bid, the lowest bid will be considered as the bidder's final offer to execute the work.
4. **AUCTION TYPE** : 1). Online Initial Sealed Bid
2). Online English Reverse (No Ties) Auction (refer Bidder Manual for details)
5. **DURATION OF AUCTION** : The duration of Auction will be for one hour. If a bidder places a bid in the last 10 minutes of closing of the Reverse Auction and if that bid gets accepted, then the auction's duration shall get extended automatically for another 10 minutes, for the entire auction (i.e. for all the items in the auction), from the time that bid comes in. Please note that the auto-extension will take place only if a bid comes in those last 10 minutes and if that bid gets accepted. If the bid does not get accepted, the auto-extension will not take place even if that bid might have come in the last 10 minutes. In case, there is no bid in the last 10 minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension. However, bidders are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc. (**THIS SCHEDULE IS TENTATIVE. IF ANY CHANGE IN SCHEDULE, THE SAME SHALL BE COMMUNICATED TO YOU.**)
6. **BID DECREMENT** : The minimum Bid decrement shall be available to the Bidders at the start of the auction. The bidder can view the same by clicking on the Item details at the start of the auction. The bidder can bid lower than the Lowest Bid in the auction by a decrement, multiple of the minimum Bid decrement or at least of minimum bid decrement plus multiples of Bid Decrement. Also, please note that the start price of an item in online reverse auction is open to all the participating bidders. Any bidder can start bidding, in the online reverse auction, from the start price itself. If the start price is your own price, you still need to bid in the online reverse auction. Also, please note that the first online bid that comes in the system during the online reverse auction can be equal to the auction's start price, or lesser than the auction's start price by one decrement, or lesser than the



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auction's start price by multiples of decrement. The second online bid and onwards will have to be lesser than the L1 rate by one decrement value, or lesser than the L1 rate by multiples of the decrement value.

7. VISIBILITY TO BIDDER: The Bidder shall be able to view the following on his screen along with the necessary fields during English Reverse –NO ties Auction:

- Leading Bid in the Auction
- Bid Placed by him
- His Own Rank
- Start Price & Bid Decrement Value

8. AUCTION WINNER: At the end of the Reverse Auction, BHEL will evaluate all the bids submitted and will decide upon the winner.

9. PROXY BIDS: Proxy bidding feature is a pro-supplier feature to safe guard the supplier's interest of any Internet failure or to avoid last minute rush. The Proxy feature allows Bidders to place an automated bid against other Bidders in an auction and bid without having to enter a new amount each time a competing Bidder submits a new offer.

The bid amount that a Bidder enters is the minimum that the Bidder is willing to offer. Here the software bids on behalf of the supplier.

- The proxy amount is the minimum amount that the Bidder is willing to offer. During the course of bidding, the Bidder cannot delete or change the amount of a Proxy Bid.
- Bids are submitted in decrements (decreasing bid amounts). The application automates proxy bidding by processing proxy bids automatically, according to the decrement that
- The auction originator originally established when creating the auction, submitting offers to the next bid decrement each time a competing Bidder bids, regardless if competing bids are submitted as proxy or standard bids.

GENERAL TERMS & CONDITIONS : Bidders are required to read the "Terms and Conditions" section of the auction website (<http://bhel.bobeprocure.in>) using the Login IDs and passwords given to them.



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10. OTHER TERMS & CONDITIONS

- The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other suppliers / bidders.
- The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
- BHEL's decision on award of Contract shall be final and binding on all the Bidders.
- BHEL along with M/s BOB Tech Solutions Pvt Ltd, Bengaluru can decide to extend, reschedule or cancel any Auction. Any changes made by BHEL and / or M/s BOB Tech Solutions Pvt Ltd, Bengaluru, after the first posting will have to be accepted if the Bidder continues to access the site after that time.
- M/s BOB Tech Solutions Pvt Ltd, Bengaluru, shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.
- M/s BOB Tech Solutions Pvt Ltd, Bengaluru, is not responsible for any damages, including damages that result from, but are not limited to negligence.
- M/s BOB Tech Solutions Pvt Ltd, Bengaluru, will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.

N.B.

- All the Bidders are required to submit the **Agreement Form / Process Compliance Form** duly signed to M/s BOB Tech Solutions Pvt Ltd, Bengaluru before the due date . After the receipt of the Agreement Form, Login ID & Password shall be allotted to the suppliers (bidders).
- After the completion of the Auction event, all the Bidders have to submit the Price Break-up, in BHEL's price excel sheet format, within 24 hours of reverse auction to M/s BOB Tech Solutions Pvt Ltd, Bengaluru for further proceedings.



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The List of Items to be procured along with the Quantities and the Auction Start Time & Close Time is as follows:

ITEM DESCRIPTION :

As per BHEL Tender Enq. No. FBM/TE/3/03

Item	Quantity	Opening Prices in Rs	Bid Decrement in Rs	Opening Time	Closing Time
In House Fabrication of Underframe for WAG 7 Locomotives	Qty – 420000 kgs	Would be displayed before five minutes of the Auction	Would be displayed before five minutes of the Auction	15.00 hrs	16.00 hrs



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**Business Rule and Terms & Conditions of Reverse Auction for the In House
Fabrication of Underframe for WAG-7 Locomotive Tender Enquiry No. FBM/TE/3/03**

<u>BUYER'S NAME</u>	BHARAT HEAVY ELECTRICALS LIMITED FABRICATION DIVISION, JHANSI
AUCTION TO BE CONDUCTED BY	M/s BOB Tech Solutions Pvt Ltd, # 3/4,1st Floor, Maruthi Towers, HOSUR MAIN ROAD, Madiwala, BENGALURU – 68 Tel : 080-49000212, Fax : 080-49000211 Mob : 9036482805 www.bobeprocure.com URL : http://bhel.bobeprocure.in
DATE & TIME OF AUCTION	Auction Date : Intimated later on <i>Online Sealed Bid Time : 2:00 PM – 2:30 PM (IST)</i> Online Reverse Auction Time : 3:00 PM – 4:00 PM (IST) Extension Time : 5 mins When to Extend : Last 5 mins Suppliers want to bid for : Per kg basis Auction website : http://bhel.bobeprocure.in
DOCUMENTS ATTACHED	<ol style="list-style-type: none">1) Business rules for reverse auction2) Terms & conditions of reverse auction3) Process Compliance Statement4) Contact Information5) Price Breakup Sheet



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PROCESS COMPLIANCE FORM

(The bidders are required to print this on their company's letterhead, sign & stamp before emailing a scanned copy)

To,
M/s BOB Tech Solutions Pvt Ltd,
3/4,1st Floor, Maruthi Towers,
HOSUR MAIN ROAD, Madiwala,
BENGALURU – 68

Sub : Agreement to the Process related Terms and Conditions for the Reverse Auction

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the Tender document for **Item No. 1 – In House Fabrication of Underframe for 20 nos WAG-7 Locomotives, Qty – 420000 kgs, against Tender Enq. No. FBM/TE/3/03 by BHEL.**

This letter is to confirm that :-

- 1) The undersigned is authorized representative of the company.
- 2) We have studied the Commercial Terms and the Business rules governing the Reverse Auction as mentioned in your letter and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
- 4) We also confirm that we will email a scanned copy or fax the price break-up of our online quoted price, within 24 hours of reverse auction, as per BHEL's price excel sheet.
- 5) We, hereby, confirm that we will honour the Bids placed by us during the auction process.
- 6) We also confirm that we will accept our Rank / Position that will be displayed when the Bidding Time is Over of the Online Reverse Auction.
- 7) We confirm that we have changed the password on the auction website after first log in.



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- 8) We confirm that our opening bid (In the initial auction) shall be same as that quoted in our final sealed price bid submitted to BHEL against Tender Enq. No. **FBM/TE/3/03** . If it is found to be otherwise at a later date, the bidder will be disqualified from the tender.

With regards,

Signature with company seal :
Name :
Company / Organization :
Designation within Company / Organization :
Address of Company / Organization :

- Send a signed copy of this document to marita.ravi@bobeprocure.com and chaitanya.gavara@bobeprocure.com or fax on [080-49000211](tel:080-49000211)



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CONTACT INFORMATION

M/s BOB Tech Solutions Pvt Ltd,	Bharat Heavy Electricals Limited, Jhansi
# 3/4,1st Floor, Maruthi Towers, HOSUR MAIN ROAD, Madiwala, BENGALURU – 68 Tel : 080-49000212, Fax : 080-49000211 <u>Contact Details :-</u> <u>Marita Ravi :-</u> Tel - 080 49000213 Mob – 9739490066 e-mail - marita.ravi@bobeprocure.com <u>Chaitanya Gavara :-</u> Tel - 080 49000212 Mob - 9902376044 e-mail - chaitanya.gavara@bobeprocure.com URL : http://bhel.bobeprocure.in	Mr. B.K.Manjhi Sr.Mgr. (MM) BHEL, Jhansi – 284129 E-mail : bkmanjhi@bheljhs.co.in Phone : 0510-2412435 Cell : 94530039721 Fax : 0510-2412120 (or) Mr. C.V.Rao AGM / FBM-Plng BHEL, Jhansi – 284129 E-mail : cvr@bheljhs.co.in Phone : 0510-2412585 Cell : 09453134706 Fax : 0510-2412120



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ANNEXURE L

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PRICE BREAKUP SHEET

SR NO.	DESCRIPTION	UNIT	QTY	RATE (Rs/kg)	
				(in figures)	(in words)
A-	BASIC FABRICATION RATE	Kg	420000.00		

Service Tax extra as applicable

Signature of bidder :

Date :

Name :

Designation :

Seal of company :