



BHARAT HEAVY ELECTRICALS LIMITED
FABRICATION PLANT, JAGDISHPUR

TENDER DOCUMENT

No.: TE-FP-13-W-014

Date: 30.01.2013

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NOTICE INVITING TENDER

No.: TE-FP-13-W-014

Date: 30.01.2013

BHEL-Fabrication Plant, Jagdishpur invites sealed bid in two part bid system (Part I: Techno-Commercial Bid; Part II: Price Bid) for following work from experienced and financially sound bidder who fulfill the qualifying criteria contained in the enclosed tender document:

- 1. Description of work:** Works Contract for operation of EOT and Gantry Cranes at Fabrication Plant, Jagdishpur
- 2. Quantum of Work:** 12600 Mandays (6300 SW+6300 SSW)
- 3. Estimated Cost:** ₹ 59.43 Lakhs
- 4. Duration of Contract:** One Year from the date of commencement of work
- 5. Cost of tender Document:** ₹ 1000/- Only.
- 6. EMD Amount:** ₹ 1,50,000/- Only.
- 7. Due Date and Time for Submission of Bid:** On or before 26.02.2013 (2:30 PM)
- 8. Due Date and Time for Opening of Techno-Commercial Bid:** 26.02.2013 (3:00 PM)
- 9. Distribution of Work:-** BHEL reserve the right to place order on single vendor 100% or split the order on two vendor in 67:33 ratio on L1 rate.

10. Address for submission and opening of Tender:

Tender Box- Administrative Building
Centralised Stamping Unit & Fabrication Plant
Jagdishpur Industrial Area,
Distt. Amethi- 227817 (U.P.) INDIA

Note:

1. The contractors may personally visit the work place to understand the scope of work before submitting their bids.
2. For relevant details please visit our website "www.bhel.com". All subsequent corrigendum/amendment shall be published only on website and not in press. Hence, bidders are advised to always be in touch with our said website until the tender is finally opened.

Yours Faithfully,
For Bharat Heavy Electricals Limited

V. K. Choudhary
Engineer-Planning (FP)



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QUALIFYING REQUIREMENTS

Sl. No.	Description of Qualifying requirement	Documentary Proof enclosed
1.	Contractor should have PF number.	Yes/No
2.	Contractor should have independent ESI Code number.	Yes/No
3.	Contractor should have PAN / TAN number.	Yes/No
4.	Contractor should have valid Labour license (Central / State Government). If not, it should be submitted before commencement of work.	Yes/No
5.	Contractor should have Service Tax number (PAN based).	Yes/No
6.	Self Certificate / Declaration that the bidder is not blacklisted / under hold / banned or delisted by any unit / region / office of BHEL on the date of tender.	Yes/No
7.	Self Declaration that he is not guilty by a Court of Law in India for any offence involving fraud, dishonesty and moral turpitude.	Yes/No
8.	Average Annual Financial turnover during the previous 3 years, ending 31st March of the previous financial year should be at least 30% of the estimated cost. Profit & loss account and balance sheet duly certified by chartered Accountant along with IT returns documents shall be submitted.	Yes/No
9.	Experience of having successfully completed EOT crane Operations work during last 7 years ending last day of month previous to the one in which applications are invited should be any of the following: (a) Three completed/executed works costing not less than the amount equal to 40% of the estimated cost. OR (b) Two completed/executed works costing not less than the amount equal to 50% of the estimated cost. OR (c) One completed/executed work costing not less than the amount equal to 80% of the estimated cost. Copy of such work orders and performance report issued by customer for successful execution of the order is to be submitted along with TDS certificate.	Yes/No
10.	Xerox copies of PAN No & Income Tax Assessment / Declaration copy for the last three (3) year shall be enclosed with the bid.	Yes/No

In case the Tenderers not fulfilling the above conditions, the offer is liable for rejection. The semi filled, incomplete Tender Documents will be rejected.



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SCOPE OF WORK

1. The scope covers providing services of crane operators and slingers of EOT cranes and Gantry Cranes as per following brief details;
 - (i) Three shift operation of the cranes as per requirement of BHEL.
 - (ii) Daily/ Weekly/fortnightly/monthly routine checks like oiling, greasing, upkeepment etc.
 - (iii) Maintaining of daily log sheet in specified format by BHEL.

The contractor is required to carry out operation of cranes for lifting and transferring of all materials/finished goods at FP on daily basis as per requirement of BHEL.

2. BHEL FP has following cranes at different locations:

Crane Position	No. of cranes	Type of Crane	Capacity of Cranes
Bay-1	2	EOT	20 T, 10 T
Bay-2	2	EOT	20 T, 50 T
Bay-3	3	EOT	20 T, 20T, 50 T
Bay-4	2	EOT	10 T, 20 T
Open Gantry	1	Gantry	20 T
Total	10		

3. The crane operators (Skilled) to be deployed by the contractor shall fulfill following requirements w.r.to their qualification, experience etc;
 - a. The minimum qualification shall be 10th passed or equivalent.
 - b. Minimum three years experience of EOT/Gantry crane operation of 10 T or above capacity.
 - c. The age shall be less than 50 years but not lesser than 21 years.
 - d. The operator should be skilled enough to perform the day to day activities, routine checks etc. as mentioned above.
4. The Slingers (Semi-skilled) to be deployed by the contractor shall fulfill following requirements w.r.to their qualification, experience etc;
 - a. The minimum qualification shall be 10th passed or equivalent.
 - b. Minimum three years experience of Sliding of EOT/Gantry cranes
 - c. The age shall be less than 50 years but not lesser than 21 years.
5. The Contractor shall furnish credentials along with copies of requisite documents of the personnel for BHEL's approval prior to their deployment. The contractor shall give an undertaking that the personnel approved by BHEL for the above services shall continue throughout the period of the contract. In case of any change to be made, the contractor shall give sufficient notice along with credentials of suitable substitute for BHEL's approval.
6. Bio-data of the candidate to be deployed along-with summary sheet of qualification (as per BHEL tender requirement) of the candidate shall be submitted for approval. If required, contractor has to arrange for interview of the candidates by BHEL at no extra cost.
7. Firm shall submit Medical fitness certificate of each worker from a registered medical practitioner along with credentials of personnel before their deployment.



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8. Half yearly eye vision test of crane operator is must and test report is to be submitted to concern Engineer by contractor.
9. BHEL reserves the right to insist on removal of any personnel at any time, if they find him unsuitable and the contractor shall forthwith remove him and provide suitable substitute for the same within seven days.
10. In case the performance of the Crane Operator is found to be unsatisfactory, his services shall be discontinued by BHEL and no payment shall be made against deployment of such unacceptable operator. Replacement of such persons will have to be arranged by the contractor within 3 days.
11. In case, the contractor fails to provide Crane Operator in time (due to absence of contractor's person, away from place of deployment); BHEL will have option to arrange the activities by other suitable agency. Additional cost of such agencies together with overhead charges as per BHEL policy will be borne by contractor, which shall be deducted from any sum payable to the contractor.
12. The contractor shall arrange for medical facilities and insurance for his Crane Operator at their cost.
13. The variation of scope of work shall be Plus Minus 30 %. The Unit price quoted by the Vendor shall be valid for such variation.
14. Contractor shall be solely responsible for the safety of their workmen.
15. Supervision of Contract Workforce shall be monitored by Contract Supervisor. Contractor & Supervisor shall be available whenever required. Supervisor should have good knowledge of Fabrication plant activities.
16. To run the work smoothly and to monitor the wage related issues, very frequent change of the worker will not be allowed. The worker can be changed only after obtaining written permission from the Works contract executive after showing proper reason. (This is necessary to maintain quality of work and to monitor wage related issues).
17. Contractor shall arrange to carry out the above-mentioned operations at Fabrication Plant in three shifts i.e. 24 hours x 7 days as required.
18. Appropriate Personal protective equipments shall be provided by the contractor and he shall ensure the usage.
19. Payment shall be made on the basis of attendance verification of deployed crane operators and slingers by BHEL representative on monthly basis.



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TENDER TERMS AND CONDITIONS

1.0 DEFINITIONS:

The following terms and expressions shall have the meaning hereby assigned to them, except where the context otherwise requires.

- 1.1 'BHEL' shall mean Bharat Heavy Electricals Limited, a Company registered under the Indian Companies Act, 1956 with its Registered Office at BHEL House, Siri Fort, New Delhi, Pin-110049 through its office at CSU & FP-Jagdishpur or its authorised Officers or its Engineers or other employees authorised to deal with any matters with which these persons are concerned on its behalf.
- 1.2 'CONTRACTOR' or 'FIRM' shall mean the individual, firm or Company who is enlisted with BHEL for providing the services and shall include their executors, administrators, successors and permitted assigns.
- 1.3 'CONTRACT' or 'CONTRACT DOCUMENT' shall mean and include guidelines and declarations of the registration, the General Terms & Conditions and Statutory Compliances, schedules of quantities, accepted appendices of rates, if any, technical specifications, special specifications, if any, Letter of Intent, agreement & the work order, issued by BHEL.

Any conditions or terms stipulated by the bidder in the tender documents or subsequent letters shall not form part of the contract unless specifically accepted in writing by BHEL and incorporated in the work order.

- 1.4 'TENDER DOCUMENTS' shall mean Instruction to Tenderers, General Terms & Conditions, Special Conditions, Tender Specifications including drawings and any other documents issued to the bidder against invitation of bid.
- 1.5 'LETTER OF INTENT' shall mean the intimation by a letter / email / fax to the bidder that the tender has been accepted in accordance with provision contained in that letter. The responsibility of the contractor commences from the date of issue of this letter and all the terms and conditions of contract are applicable from this date.
- 1.6 'APPROVED, DIRECTED or INSTRUCTED' shall mean approved, directed or instructed by BHEL Shop Engineer / Shop- in-charge/ Concerned authorities.
- 1.7 'WORK' or 'CONTRACT WORK' shall mean and include the work to be done in relevant work category by the firm or as specified in the Tender documents.

2.0 OFFICIAL SECRET ACT:

The firm shall give an undertaking under the official secret Act for maintaining secrecy of the drawings, documents or other records connected with the work given to them. The firm shall return all the drawings/documents given to them.

3.0 MODE OF COMMUNICATIONS:

Generally, all communications, references etc. shall be delivered through email, fax or given to the authorized supervisor. It will be undertaken that the firm has read and understood the message, within three days of the delivery, even if they have not received / not opened/ having technical problems on their side. Firm shall communicate their change of authorized supervisor, email address in advance.



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4.0 SECURITIES:

4.1 EARNEST MONEY DEPOSIT:

- 4.1.1 Offer should be accompanied with Earnest Money as specified in NIT through E-payment or in the form of Demand Draft. E-payment shall be made in Bank Account No.: 30500630600 of SBI, IGFC branch, I A Jagdishpur. MICR No. 227002003, IFSC No. SBIN0009072. Submission receipt shall be submitted along with part-I bid. DD shall be drawn in favour of "Bharat Heavy Electricals Limited" payable at IA Jagdishpur. The Earnest money deposit shall not carry any interest & shall be returned, after the award of the contract to the successful bidder.
- 4.1.2 The Earnest Money Deposit of the successful bidder will be retained towards part of Security Deposit.
- 4.1.3 In case of unsuccessful bidder, the EMD will be refunded after finalization of the tender.
- 4.1.4 BHEL reserves the right of forfeiture of EMD, in case the successful bidder who:
- After opening of tender revokes/ withdraws his tender within the validity period or revises/ alters his earlier quoted rates/ conditions.
 - Fails to communicate unqualified acceptance of Letter of Intent within one week from the date of issue of letter of intent.
 - Fails to submit 50% of the total security deposit before start of work.
 - Fails to submit the work as may be indicated in the Letter of Intent.

4.2 SECURITY DEPOSIT:

- 4.2.1 Upon acceptance of tender, the successful bidder must deposit the required amount of security deposit after adjusting the amount of Earnest Money duly deposited with the tender, within the time specified in the letter of intent for satisfactory completion of work.
- 4.2.2 The total amount of Security Deposit shall be as follows:
- In the of work costing upto Rs.10 Lakh: 10%
 - Above Rs.10 lakhs upto Rs. 50 Lakhs: 1 Lakh + 7.5% of the amount exceeding Rs. 10 Lakhs.
 - Above Rs.50 lakhs: Rs.4 Lakhs+5% of the amount exceeding Rs.50 Lakhs.
- 4.2.3 The full or 50 % Security Deposit calculated as above shall be deposited within one week from the date of issue of letter of intent but before the start of work in any of the following forms:
- Demand Draft in favor of "Bharat Heavy Electricals Limited" payable at SBI, IGFC Jagdishpur.
 - E-payment shall be made in Bank Account No.: 30500630600 of SBI, IGFC branch, I A Jagdishpur. MICR No. 227002003, IFSC No. SBIN0009072. E-payment receipt shall be submitted to BHEL.
 - Bank Guarantee in the prescribed Performa of BHEL. Bank Guarantee from any one of the consortium banks of BHEL as per annexure-C. Validity of the Bank Guarantee



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furnished towards Security Deposit shall be valid up to the period of completion of work as stipulated in the letter of intent plus 2 months claim period and the same will be kept valid by proper renewal till the satisfactory completion of the Guarantee Period. All charges for establishing and amending the BGs, if necessary, shall be to Vendor's account.

- 4.2.3 If vendor has submitted 50 % of SD, Balance shall be recovered from running @ 10% of the value of each running bill commencing from first running bill itself till the full Security Deposit made up.
- 4.2.4 If the value of the work done at any time exceeds the accepted Contract Value, the Security Deposit shall be correspondingly enhanced and the extra Security Deposit shall be immediately deposited by the Contractor otherwise it shall be recovered from payments due to him. Failure to deposit the security Deposit within the stipulated time may lead to forfeiture of EMD and cancellation of the award of work. BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of Contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of the contract.
- 4.2.5 If the contractor fully performs and complete the works in all respect to the entire satisfaction of BHEL and returns properties belonging to BHEL taken, borrowed or hired by him for carrying out the said work, the full amount of Security Deposit will be released to the contractor after deducting all costs, expenses and other amounts that are to be paid to BHEL under this or other contracts entered into with the Contractor/ released prior to passing of final bill.

5.0 OFFER SUBMISSION IN RESPONSE TO INVITATION:

5.1. The bid is invited in two part viz. Part I: Techno commercial Bid; Part II: Price Bid.

5.1.1. Part I: Techno commercial Bid: Techno commercial bid should contain documents in the same order as listed below:

- I. Duly filled technical bid in the format for submission of technical bid along with all supporting documents asked.
- II. Tender Cost in the form of DD/E-payment.
- III. EMD as specified in NIT.
- IV. Declaration as per annexure-A.
- V. Certificate Of Declaration Confirming the knowledge of Site Condition as per annexure-B.
- VI. Qualifying requirements given in tender document along with all supporting documents asked.
- VII. An attested copy of the Power of Attorney, in case an individual other than the sole proprietor signs the tender.

5.1.2 Part II (Price) Bid: Price bid should contain only Price Offer to be submitted strictly as per enclosed Price Schedule. The Price Bid not submitted as per Price Schedule may not be considered.

5.1.3. Part I and Part II Bids should be put in separately sealed envelopes and each envelope must be marked clearly as Techno commercial Bid or Price Bid as the case may be. NIT Number and bidder's name & address should also be clearly mentioned on these envelopes. These two envelopes must be put in a bigger envelope and sealed properly. Top of the outer cover/envelop should contain following information:



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- a. Tender Enquiry No. & Title of Work
- b. Bid Opening date & time
- c. Address/Venue of Bid Submission
- d. Bidder's Name & Address

5.1.4. All papers/documents should be signed and rubber stamped by the bidder.

- 5.2 The tender shall quote the rates in English Language using international numerals. These rates shall be entered in figures as well as in words. For the purpose of the tender, the metric system of units shall be used.
- 5.3 All entries in the tender shall either be typed or be written in ink. The offer shall be signed by a person who has requisite authority from the Bidder to do so. A copy of such authority (Power of Attorney attested by Notary) shall be enclosed with the offer.
- 5.4 The tender shall be submitted on or before the time & date specified in NIT & shall be dropped into tender box as specified in NIT.
- 5.5 Tenders can be submitted personally/courier/post. The tenders received after the due date and time of submission will be rejected.
- 5.6 Tenders shall be opened by authorized officers of BHEL at the above mentioned address at the time and date specified in the Notice Inviting Tender in the presence of such of those bidders or their authorized representative who may like to be present.
- 5.7 The offers should be strictly in accordance with the tender specifications & General Instructions to the bidder. Should the bidder require any clarification on the tender specification, or is interested in offering any deviation from the tender specification, he shall contact the authority inviting the tender for clarification before submission of the tender. No deviation w.r.t. terms & conditions of the tender are acceptable.
- 5.8 If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document.
- 5.9 Before tendering, the bidder is advised to inspect the site of work and the environments and 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.
- 5.10 All entries in the tender shall either be typed or be written in ink.
- 5.11 Only bidders who have previous experience in the work of the nature & description detailed in this tender specification are expected to quote for this work. Offer from bidder who does not have a proven and established experience in the field is not likely to be considered.
- 5.12 The offer shall be kept open for acceptance for a period of three months from the date of opening of tender. In case Bharat Heavy Electricals Limited (BHEL) calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer, which shall be binding, on the bidder. All expenses for attending such negotiations are to be borne by the bidder.



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- 5.13 The acceptance of tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights to reject any or all the tenders.
- 5.14 Conditional and unsigned tenders, tenders containing absurd or unworkable rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions, specifications, etc., are liable to be rejected.
- 5.15 If the bidder deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract, if awarded and forfeit the Earnest Money / Security Deposit / any other moneys due.
- 5.16 Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the Bidder who resorts to canvassing are liable to be rejected.

6.0 EVALUATION OF OFFERS

- 6.1 Technical cum commercial Bid shall be opened first on due date specified in NIT.
- 6.2 Price bid shall be opened only of Technical cum commercial qualified bidder.
- 6.3 The bidder shall submit complete price of the package.
- 6.4 Evaluation of the offer will be strictly based on the information submitted by the bidder. In view of this the bidder is requested to go through tender document carefully and furnish all details clearly. Missing information may not be asked by BHEL. Total price of the package (Price Schedule) shall be compared for purpose of arriving at L1.
- 6.5 Based on evaluation of the bids, the successful bidder shall be awarded the contract for the complete package.
- 6.6 BHEL reserve the right to split the work in two or more vendors, as specified in NIT. If not specified, total work in full shall be ordered on a single party i.e. L-1 bidder.
- 6.7 The BHEL reserves its right to negotiate with the Bidder and/ or go for reverse auction.

7.0 LETTER OF INTENT (LOI)

- 7.1 The BHEL shall issue a Letter of Intent for award of work to the successful Bidder as soon as his Bid has been accepted giving brief details of the work and other terms & conditions.
- 7.2 Detailed Work Order will be issued by the BHEL normally within 2 to 4 weeks from the date of award of work (Letter of Intent).
- 7.3 The Letter of Intent/ Work Order shall be issued in the name of Bidder only.

7.0 INDEMNITY BOND/COMPLIANCE OF LEGAL PROVISION

- 7.1 That BHEL-Jagdishpur 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-Jagdishpur. If any such claim is made against BHEL-Jagdishpur by any worker or his heirs engaged/employed by the contractor, which BHEL-Jagdishpur 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- Jagdishpur premises or otherwise, the contractor will be liable to indemnify/reimburse BHEL-Jagdishpur all the money paid in addition to the expenses incurred by him. The contractor must indemnify and keep indemnified BHEL- Jagdishpur 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.



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

8.0 TERMS OF PAYMENT:

8.1 Payment shall be made, on the Nos. of Measurement units, successfully executed, by the firm. Firm shall submit their clear & legible bills (in duplicate) **on Monthly basis**, duly verified by concerned engineer through Measurement book.

8.2 All payments shall be released through electronic-pay mode only.

8.3 BHEL shall be releasing payments against this work order after deduction of income tax at source as per requirement of income tax rules and BHEL will issue appropriate certificates in this regard.

8.4 Service tax, if applicable, shall be paid, as per Govt. rules, to the firm against running actual, on documentary evidence. The Service tax shall be paid extra and over the quoted rate.

8.5 No interest shall be payable by BHEL on Earnest Money, Security Deposit or on any money due to the firm by BHEL.

8.6 Firm shall arrange his own finance for smooth execution of contract, wages payment, other statutory payments to his employees and all other agreed conditions.

9.0 PENALTY :

0.50 % of the gross value of work will be levied for every week's delay (will count from the day of obtaining permissions) by the agency subject to a maximum of 10 % value of the work for the above work.

10.0 SAFETY AND OCCUPATIONAL HEALTH:

The contractor has to assume full responsibility of the safety of the vehicles/ equipments, crew and to comply with the security/ safety regulations of BHEL and others inside the BHEL factory. The contractor is required to maintain first aid box at work place.

11.0 FORCE MAJEURE:

Notwithstanding anything contained in this Contract, neither the Contractor and nor the BHEL shall be held responsible for total or partial non execution of any of the contractual obligations, should the obligation be made impossible due to concurrence of a Force Majeure which will include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotion's, insurgency, sabotage, act of public enemy, acts of god, epidemics and act of Govt. over which the Supplier or BHEL has no control.

12.0 ARBITRATION:

The BHEL and Contractor shall settle the disputes and differences arising out of this agreement in good faith. In the event that a dispute cannot be resolved within reasonable time, the parties agree that the agreement shall be subject to arbitration under the Indian Arbitration & Conciliation Act 1996. Notwithstanding anything to the contrary in such rules there shall be three arbitrators, one appointed by the BHEL, one appointed by the Contractor and the third appointed by the other two arbitrators. No aspect of any arbitration proceedings shall be made public by either party. The arbitration tribunal shall give reasonable award in writing. The award of the arbitration tribunal shall be final and binding on the parties. Any disputes under this order shall be under jurisdiction of Sultanpur Courts only.



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13.0 RIGHTS OF BHEL :

BHEL reserves to itself, the following rights without entitling the Contractor to any compensation. Resorting to any, some, all of the actions like Contract termination, recovering the dues/ losses from the Security Deposit and the contract amount, forfeiting the Security Deposit, getting the work done through other agencies at the cost of the contractor, cancellation of registration, banning the business with BHEL etc., in any event of the followings:

- a) Contractor's repeated poor performance, withdrawal from or abandonment of the work, except in force majeure conditions.
- b) Serious lapse in performance, Persistence disregard of the BHEL instructions.
- c) Insolvency of the contractor.
- d) Assignment, transfer, subletting of the contract work without BHEL's written permission.
- e) Non-fulfilment of any contractual obligations or obligations under the law.

14.0 REVERSE AUCTION:

- 14.1 BHEL may go for Reverse Auction (on line bidding on Internet) instead of opening the submitted sealed price bid. The decision to go for Reverse Auction will be taken after techno-commercial evaluation. Information and general terms and conditions governing RA are given below.
- 14.2 For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
- 14.3 BHEL will engage the services of a Service Provider who will provide all necessary training and assistance/ demonstration before commencement of on line bidding on internet.
- 14.4 BHEL will inform the Vendors in writing the details of Service Provider to enable them to contact for training/ demonstration.
- 14.5 Business rules like event date, time, start price, bid decrement, extensions etc. also will be communicated through Service Provider for compliance.
- 14.6 Vendors have to fax the Compliance form in the prescribed format (provided by Service provider) before start of Reverse Auction. Without this, the vendor will not be eligible to participate in the event.
- 14.7 BHEL will provide the calculation sheet which will help the Vendors to arrive at "Total Cost to BHEL" for each of the Vendors to enable them to fill-in the price and keep it ready for keying in during the Auction.
- 14.8 Reverse auction will be conducted on a scheduled date & time.
- 14.9 At the end of Reverse Auction event, the lowest bid value will be known on the network.
- 14.10 The lowest bidder has to fax the duly signed filled-in prescribed format as provided to BHEL through Service Provider within 24 hours of Auction without fail.
- 14.11 Any variation between the on-line bid value and the signed document will be considered as sabotaging the tender process and will invite disqualification of vendor to conduct business with BHEL as per prevailing procedure.

In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids already submitted and available with BHEL shall be opened as per BHEL's standard practice.



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TERMS & CONDITIONS FOR CONTRACTORS FOR DEPLOYMENT OF CONTRACT LABOURS UNDER SERVICE / WORKS CONTRACT

1.0 LABOUR LICENCE AND OTHER REQUIREMENTS

- 1.1. Contractor should possess Labour licence in case of contractors working in BHEL, FP Jagdishpur and deploying 20 or more labours on any day, from the Appropriate Government (State/Central Govt.) for carrying out the various activities mentioned in the contract document.
- 1.2. The contractor shall deploy such number of workers in the premises of BHEL, FP Jagdishpur, as required for completion of the contract. The workers such deployed shall be his own workers.
- 1.3. In case the number of labour deployed by the contractor in premises of BHEL FP Jagdishpur 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.
- 1.4. Labour licence and other requirement in case of contractors NOT working in BHEL, FP Jagdishpur or has less than 20 workers on his rolls.
 - A) The contractor should possess valid labour licence issued by any licensing authority if he has deployed 20 or more workers in any organization.
 - 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.
- 1.5. The contractor shall also have to submit copy of PAN card and latest IT return.
- 1.6. The contractor must possess Service Tax Registration number under relevant code head.
- 1.7. 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.

2.0 APPOINTMENT AND ENTRY IN FACTORY PREMISES

- 2.1. The contractor shall submit the following to HR, contracting department and BHEL Security.
 - a. The details of the worker proposed to be deployed.
 - b. Police Verification Certificate by appropriate authority or 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.
- 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 BHEL Security, 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 in every **three** month 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, BHEL Security shall not allow any labour to enter the premises of BHEL FP Jagdishpur.



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- 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.

3.0 BILLS PAYMENT, ATTENDANCE AND PAYMENT OF WAGES

- 3.1. The contractor shall pay minimum daily wages as applicable of the Appropriate Government. In addition to minimum daily wages, an additional daily wage shall be paid as following:

Sr. No.	Type of Labour	Additional daily wage to be paid in ₹
1	USW	76.92
2	SSW	88.46
3	SW	96.15

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.
- 3.3. The contractor's bills should be accompanied with the following, as applicable:
- 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., (Form XVII of Contract Labour (R&A) Rules)
 - PF and ESI challans for previous month-separate for concerned Service contract. Print of online challan along with list of contributing contract workers for ESI duly certified by the contractor.
 - Wage payment sheet for the bill period.
 - Copy of Form-5 and Form-10 (PF monthly returns) submitted by contractor to RPFC for billing month.
 - Copy of Form 12A-regarding PF remittance
 - List of CL covered under accident insurance policy
 - Statement of material supplied by the contractor if any
 - Copy of Labour License if increase in no. of labours deployed against Work Order if applicable.
 - Copy of Challan of previous service tax paid
- 3.4. The executing department shall pass the bills of the contractor, by 9th of each month, and after checking the documents as in Para 3.3 above forward them to Finance department.
- 3.5. Finance department shall, on satisfactory compliance, and after deduction on account of Security deposit amount and TDS will make payment to the contractor within 10 days of submission of clean bill to Finance Department.
- 3.6. The contractor shall issue pay slips to his workers, for the month deployed for undertaking activities under the Service contract, at least a day prior to disbursement of wages.
- 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.



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- 3.8. The contractor shall remit the cheques favouring RPFC and ESI Office 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.
- 3.9. The contractor shall make payment of wages to his workers on due date in presence of an authorized representative of contracting department/HR. The authorized representative shall retain a copy of wage payment sheet with him.
- 3.10. 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, alongwith final bills.

4.0 PROVIDENT FUND

- 4.1 The contractor should get independent EPF code before deployment of his contract worker against work contract.
- 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	PF Contribution	3.67%
	Insp. / Admn. Charges	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.



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5.4 ESI CONTRIBUTION :-

Employee's Contribution
1.75% of gross wages

Employer Contribution
4.75% of gross wages

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 (Rule 74)
- (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)

6.0 **BONUS**

The contractor shall be liable to pay statutory bonus under payment of Bonus Act, 1965

7.0 **DISCIPLINE**

7.1 The Contractor shall be responsible for the discipline of his own labours deployed under the service contract. In case of any loss to the BHEL FP Jagdishpur 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.

8.0 **LEAVE WITH WAGES TO CONTRACT LABOUR :-**

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

9.0 **SAFETY OF OPERATION**

The total safety of operation is Contractor's responsibility. Contractor should provide the following as per requirement, **as applicable** to each workman and any additional PPEs as required in executing the contract.

- i) Two pair of dresses in the beginning of the contract.
- ii) One safety helmet per annum.



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- iii) One pair of shoe per annum along with two pairs of socks.
- iv) Safety goggles 4 nos. per annum (U.V Protective glasses).
- v) Safety goggles for Grinders (Min. 6 No's per annum).
- vi) One face shield (FULL) (Min.2 No's per annum).
- vii) Two pairs of hand gloves (leather) per month.
- viii) Cora cloth 1/2 Mt. per month.
- ix) One soap per month.
- x) Safety belts to operator (while grinding large shells)
- xi) Ear Plugs & Dust masks (Min.12 No's per annum).
- xii) Any other relevant safety Personnel Protective Equipments.

Each PPE items should follow BHEL Safety Engineering Standards.

10.0 SUPERVISION OF CONTRACTOR LABOUR:

The contractor should provide for at least one identified supervisor per shift. All issues regarding discipline at the works like work allocation, early exit, snacks distribution etc. are to be supervisor's personal responsibility.

11.0 CONTRACT LABOUR ACCIDENTS WHILE AT WORK:

In case of medical emergencies faced by contract worker at work, medical facilities in the interest of the well-being of the worker shall be provided by BHEL. The decision of the doctors attending the emergency shall be final and binding. The cost incurred shall be deducted from the bills of the contractor. The Contractor shall complete the ESI formalities and BHEL shall submit claim of reimbursement of medical expenses to ESI. The amount reimbursed by ESI shall be paid back to the contractor.

12.0 PROHIBITION ON INFLUENCING AND INTERFERING ON BEHALF OF CONTRACTOR:

The Contractor shall neither try to influence, chase or interfere into the working of BHEL officials nor engage BHEL employee or any other third person for the same. In case such incident does occur, it may lead to disqualification/debarring from the contract. Any contractor shall be debarred from consideration if any of his relations is working in the product/functional group in which the contract is being issued. Before issuing tender form to any contractor for limited tender enquiry a confirmation has to be given by contractor that none of his relations are working in that product/functional group."

13.0 FIRST AND FINAL BILL TO BE CLEARED ONLY AFTER SUBMISSION OF FORM VI A & VI B:

Contractor shall within 5 days of commencement /completion of Work Order submit Form VI A to RLC office. Contractor shall submit a copy of Form VI A bearing the receipt seal of RLC office to HR department. The first and final bill shall be processed only on clearance regarding submission of Form VI A and VI B by contractor. New Work order no. shall be allotted only after the contractor concerned furnishes copy of Form VI A regarding the closure of the earlier contracts (if any).



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PROFORMA FOR SUBMITTING TECHNICAL BID

1. Name of the firm : _____
2. Address and Contact Numbers : _____
3. Registration Number : _____
Copy of the Certificate : Enclosed / Not Enclosed
4. Labour Licence Number : _____
Copy of the Licence : Enclosed / Not Enclosed
5. PF Code Number : _____
Copy of the Certificate : Enclosed / Not Enclosed
6. ESI Code Number : _____
Copy of the Certificate : Enclosed / Not Enclosed
7. (1) PAN/TAN Number : _____
(2) Income Tax return last 3 yrs. : Enclosed / Not Enclosed
8. Service Tax Number (PAN Based) : _____
9. No. of Workers including Supervisors : _____
on the rolls of the firm.
12. Earnest Money Deposit : Rs. -----
a) D.D. Number & Date : -----Date-----
b) Drawn on (Bank)/EFT NO. : -----
13. Any other relevant information : -----
14. Tender Cost : Rs. -----



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D.D.No./)/EFT NO : -----

15. Validity of offer : 90 days from the date of tender Opening.
16. Blank Price bid : Enclosed / Not Enclosed
(*Price bid format without prices*)
17. Documents against Qualifying Requirements: Enclosed / Not Enclosed

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

Date:

Signature with Name
& Office Seal

NOTE: TECHNICAL BID AND PRICE BID SHOULD BE SUBMITTED IN SEPARATE SEALED ENVELOPS. IN CASE THE BIDS ARE FOUND IN ONE SINGAL ENVELOPE THEN THE "BIDS" ARE LIABLE TO BE REJECTED.



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PRICE BID FORMAT

- a. Name of the firm :
- b. Name of the proprietor/partners :
- c. Price offer on work measurement basis:

Sl. No	Work Description	Type of workers	Unit	Quantum of work	Rate quoted Rs. Per MT	Total value (E=C*D)
	A		B	C	D	E
1	EOT and Gantry Crane Operation as per scope of work	Skilled Crane Operation	Man days	6300		
		Semi-skilled Slings	Man days	6300		
Total			Man days	12600		
Quoted Service Tax, If any						

Note:

1. Rates to be quoted in figures and words by the Contractor. There should not be any corrections in price bid contradictory to the above the offer will be liable for rejection.
2. The rate quoted should be kept firm during the execution of contract and no extra payment will be reimbursed to the contractor by BHEL. No increase in rate of DA / Wages hike shall be reimbursed to the Contractor. Contract shall anticipate such hike and quote in the tender.
3. Rate quoted above shall be inclusive of minimum wages as per govt. rules, additional wages as per BHEL rules, statutory requirements like PF & ESI, Uniform, shoes, PPEs, leaves wages, bonus and all other charges exclusive of service tax. Service tax, if applicable shall be paid extra at actual.

Date:

Signature with Name
& Office Seal



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ANNEXURE A

DECLARATION SHEET

I / We hereby certify that, all the information and data furnished by me / us with regard to this Tender are true and complete to the best of my / our knowledge. I / We have gone through the specification, conditions and stipulations in detail and understand fully the scope of work and agree to comply with the requirement and intent of specification.

I/We, further certify that I/We am/are the duly authorized representative(s) of the under mentioned bidder and a valid power of attorney to this effect is also enclosed.

I/We, hereby declare that I/We shall treat the tender documents, drawings, specifications and other records connected with the work as secret / confidential and shall not communicate information / derived there from to any persons other than a person I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the same.

Bidder's Name & Address:

Name & Signature of the bidder
(Seal)



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ANNEXURE B

CERTIFICATE OF DECLARATION CONFIRMING THE KNOWLEDGE OF SITE CONDITION

We..... here
by declare and confirm that we have visited the project site under the subject
namely,.....and acquired full
knowledge and information about the site conditions, wage structure, industrial climate and total work
involved . We further confirm that the above information is true and correct and we will not raise any
claim of any nature due to lack of knowledge of site condition.

Bidder's Name & Address:

Name & Signature of the bidder
(Seal)



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ANNEXURE-C

LIST OF CONSORTIUM BANKS

The Bank Guarantees are to be established through any of the consortium Bank listed with BHEL as below :

1. State Bank of India.
2. ABN AMRO BANK N.V.
3. Bank of Baroda.
4. Canara Bank.
5. CITI Bank N A
6. Corporation bank
7. Deutsche Bank AG.
8. HDFC Bank.
9. The Hongkong and Shanghai Banking Corporation Limited / HSBC
10. ICICI Bank Ltd.
11. IDBI Ltd.
12. Punjab National Bank.
13. Standard Chartered Bank.
14. State Bank of Travancore.
15. State Bank of Hyderabad
16. Syndicate Bank
17. Indian Bank.
18. Oriental Bank of Commerce.
19. Kotak Mahindra Bank Ltd.
20. UCO Bank
21. Central Bank of India
22. The Federal Bank Limited
