

DETAILS OF TENDER DOCUMENT

TENDER ENQUIRY NO.: CQX/TE/NNN/01

DATE: 01.01.13

NATURE OF WORK: WORKS CONTRACT FOR THIRD PARTY INSPECTION AGENCY FOR BOUGHT OUT & SUB-CONTRACTED ITEMS OF BHEL JHANSI.

1. BHEL JHANSI is in the process of finalizing the Works Contract for “THIRD PARTY INSPECTION AGENCY FOR BOUGHT OUT & SUB-CONTRACTED ITEMS OF BHEL JHANSI”.
2. The tender document has been detailed as follows:
 - a) Notice Inviting Tender (Annexure A)
 - b) Work Specifications (Annexure B)
 - c) Qualifying Requirements (Annexure C)
 - d) Instruction to Tenderers (Annexure D)
 - e) Tender Evaluation Criteria (Annexure E)
 - f) Contractor’s obligations (Annexure F)
 - g) Other General Terms and Conditions (Annexure G)
 - h) Criteria for measurement of work (Annexure H)
 - i) Technical Bid Application (Annexure I)
 - j) Price Bid (Annexure J)

The duly filled in Technical and Price / Rate bids (Annexure I and J, separately) along with the instructions to the Tenderer’s, Contractor’s Obligations, General Terms and Conditions with the signature of the tenderer on all the pages and complete in all respects super scribed as “**Quotation for Tender No. CQX/IE/NNN/01, DATED 01.01.2013**” should reach us in a sealed cover on or before **22.01.13 (13.15 hours)** through Registered / Speed post or the same may be dropped in the tender box available at the following address:

CISF Control Room/Office
Administrative Building
Bharat Heavy Electricals Limited
Jhansi-284 120

TENDER ENQUIRY NO.: CQX/TE/NNN/01

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NOTE: TECHNICAL BID AND PRICE BID SHOULD BE SUBMITTED IN SEPARATE SEALED ENVELOPES, IN CASE THE BIDS FOUNDS IN ONE SINGLE ENVELOPE THEN THE “BIDS” ARE LIABLE TO BE REJECTED.

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BHEL – JHANSI

Tender Documents

NOTICE INVITING TENDER

TENDER ENQUIRY NO: CQX/TE/NNN/01

DATE: 01.01.2013

1. **SCOPE OF WORK : WORKS CONTRACT FOR THIRD PARTY INSPECTION AGENCY FOR BOUGHT OUT & SUB-CONTRACTED ITEMS OF BHEL JHANSI.**
2. Tender Evaluation Criteria : As per Annexure – E
3. Duration of the Contract : 1 year from award of contract.
4. Other specific requirements : As per Tender
5. Last date of receipt of the Tender : **Up to 1315 hours on 22.01.13**
6. Date of opening of Techno Commercial Bid : **14.00 hours on 22.01.13**
7. Address for receipt/issue of Tender Documents : **Bharat Heavy Electricals Limited
Jhansi**
8. Earnest Money Deposit : Rs. 20000/-
Payable in the form of Demand Draft/Banker's Cheque in favour of BHEL, Jhansi and copy of receipt may be enclosed alongwith tender form
or
One time EMD of Rs.2 Lacs can also be deposited in above form and copy of receipt may be enclosed alongwith tender form.
 1. In case of successful tenderer EMD will be converted and adjusted against the security deposit.

2. In case of others the EMD shall be returned within 15 days of acceptance of award of work by the successful tenderer).

9. Cost of Tender Document : **Rs. 400** + 14% VAT= Total Rs. 456 (Rs. Four Hundred Fifty Six only) (payable through a Separate Demand Draft in favour of “BHEL, Jhansi” along with technical bid, in case the documents downloaded from website)

10. Security Deposit : Security deposit shall be as per our work policy para ,8 (refer website www.bhel.com) and shall be deposited before start of work. The EMD shall be adjusted with the actual amount of security deposit shall be given in work order

NOTE :

- 1. THE CONTRACTORS TO PHYSICALLY VISIT THE WORK PLACE BEFORE QUOTING THEIR RATES.**
- 2. FOR RELEVANT DETAILS PLEASE VISIT OUR WEBSITE “www.bhel.com”**

**I/We agree with the above
Signature of Contractor with Seal**

Executive Incharge

BHEL – JHANSI

Tender Documents

TENDER ENQUIRY NO: CQX/TE/NNN/01

DATE: 01.01.2013

WORK SPECIFICATIONDETAILS OF WORK**1. SCOPE OF WORK:**

Scope of Work shall be Highly Skilled support activities as mentioned below:-

Table No.-01

Clause Nos.	Contents
2.1	GENERAL REQUIREMENTS
	<p>Introduction : Bharat Heavy Electrical Limited (BHEL), a Navratna Public Sector Undertaking, is one of the largest Engineering & Manufacturing organizations in Power generation, transmission, distribution, transportation and infrastructure industry Sectors occupying a predominant position in domestic as well as global map.</p> <p>As a strategic shift of focus to other segments of quality operations. BHEL, Jhansi proposes to empanel TPI Agency of partly share our endeavours for ensuring quality of inputs purchased by BHEL Jhansi</p> <p>BHEL Jhansi is one of the manufacturing units of BHEL Corporation Manufacturing and supplying equipments for power transmission & Diesel & AC locomotives to Indian Railway, State Electricity Boards, NTPC, NPC, NHPC and various industries and Targeting Annual Turn over of 2000 + Crores in next two years. Further details of operations are as given below :</p> <p>BHEL Jhansi plant is manufacturing following Products and are of different ratings:</p> <p>Transformers CT, CVT and Bushings Diesel & AC Locomotives. These products confirm to various Statutory code and latest National & International standards like IBR, ASME, ASTM, DIN, DS, IS, ANSI, TEMA etc. BHEL has local Ancillary base in and around Jhansi mainly at three location – 1) Govindpura 2) Habibganj and 3) Mandideep (25 KM away) involving more than 250 industries and subcontracted around Rs. 300-350 Crores during yr 2011-2012 and 2012-2013 respectively. BHEL Jhansi is subcontracting for Fabrication Machining, Electrical & Insulation items of various product groups to approve local industries. Also a sizeable portion of boughtout items/purchase items consisting of mechanical, electrical, insulation and electroplating, raw material, hardware etc. ordered on above industries and used in BHEL products. The criticality of inspection of items is summarised in Annexure-II.</p>

			<p>BHEL is organising their inspection activity during the manufacturing operation by its own staff and by engaging Third Party Inspection Agencies for sub-contracted items. BHEL has authorised agencies for NDT (to be deployed by industry) for carrying out NDT activity in industries in and around Jhansi. Inspection calls are booked by the industries by making suitable entries into a register available in CQX office at Govindpura opposite to Industrial area, on daily basis and are to be attended within : 24 hours. The completion of the calls is reckoned on the basis of challan clearance based on SUPPLIER'S compliance of meeting inspection.</p>
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Clause Nos.			Contents
			<p>requirements given in the drawing, specification, quality plans & customer witnesses wherever called upon. The quarter wise calls made during yr 2011-2012 are as summarised below :</p> <p>April to June=480 No., July to Sept = 7647 No., Octo. to Dec. =866, Jan to March=500.</p> <p>These calls include stage as well as Final inspection stage clearances.</p> <p>The Bills of TPIA are submitted on monthly basis and payments are made as per company policy. The TPIAs activities are governed & subjected to various Govt. legislations and compliance of statutory requirements.</p> <p>The scope of work & other requirements are given in forthcoming sections.</p>
2.2			SCOPE OF WORK :
	2.2.1		<p>Inspection of Bought out and subcontracted items ordered by BHEL Jhansi Units at location Govindpura, Habibganj & Mandideep (for indigenous and export contracts) at subcontractor's works and testing laboratories. The inspection comprises of visual, dimensional, physical, functional, analytical, electrical, mechanical and non-destructive examination of large variety of items required for Transformers & Diesel and AC locomotives. Estimated Annual Value of goods to be offered for inspection is approximately Rs. Fifty Eight Crores per year.</p>
	2.2.2		Co-ordination with BHEL's Customers for joint inspection and clearance.
	2.2.3		The Inspection Agency shall have to attend inspection calls in and around Jhansi at suppliers/sub-suppliers works and Testing

			Laboratories. An indicative list of places in given at 2.7 for reference.
	2.2.4		An indicative list of items/materials, which are normally inspected, is given as Annexure-II.
	2.2.5		Exact scope of work shall be defined by BHEL MM & Quality Departments through its Purchase order on subcontractors, drawings, Quality Plan, Quality Control procedures specifications, checklists, Workers Qualifications etc.
	2.2.6		Inspection call: Inspection calls shall be booked by sub contractors using BHEL Jhansi in the registers available in the office of CQX. Call Booking System The components inspected and found satisfactory shall be accepted by signing the supplier's challan.
	2.2.7		Inspection Documents: The copy of Purchase Order and applicable documents like Quality Plan, Approved Drawing, Data-Sheet, Purchase Specification, check – list etc. shall be provided by sub contractor at their works before inspection. Inspection shall be carried out based on the above inspection documents provided.
	2.2.8		Coordination with BHEL customer:
		2.2.8.1	Coordination with Customer shall be done by the inspection agency for arranging joint inspection and obtaining Customer Hold Point (CHP) clearance and Material Dispatch clearance certificate (MDCC).
		2.2.8.2.	In case, customer inspection is required after BHEL inspection, the inspection agency shall carry inspection on behalf of BHEL before offering to the customer. Further coordination will be done by
Clause Nos.			Contents
			Inspection Agency till receipt of CHP/MDCC.
	2.2.9		Time for attending Inspection call:
			a) The inspection call shall be attended within 24 hours from the date of receipt of call. Calls not attended within 24 hours will be viewed seriously and repeated failures may lead to cancellation of contract in emergencies/exceptional cases, TPIA's have to provide the services at short notice, in extended working hours, Sundays, Holidays and in odd hours also. TPIA's have to arrange their own transporting arrangements to reach the sub-contractor's works for inspection. Residence of TPIA inspectors shall be within 10 kms for easy accessibility. b) All inspection calls booked up to 10 AM on a day must be inspected on the same day. Any inspection call booked after 10 AM shall be accounted in next day call. However urgent/critical inspections shall be carried out as per BHEL's requirements

			<p>Pending calls from previous day shall be inspected first. Priority given in CQX-BHEL to meet production urgencies shall be given preference.</p> <p>The local head of the inspection agency shall regularly discuss with CQX Head/Rep. about the no. and nature of inspection calls booked and inspectors being deployed.</p> <p>c) Inspection Agency may be required to work after 5 PM or on Sundays or holidays, depending upon the urgency of jobs/pending inspection calls.</p> <p>d) BHEL reserve the right to undertake day to day supervision of the inspection work of Inspection Agencies at BHEL's option. Inspection Agencies must not have any objection to it.</p>
		2.2.9.2	If the proposed date/time in the inspection call provides a notice in advance, the inspection shall be attended on the proposed date/time.
		2.2.9.3	In case of joint inspection with customer/designated agency, the inspection shall be carried out on mutually agreed date and the date given by customer shall prevail
	2.2.10		Inspection Methodology: Inspection shall be carried out as per provision of BHEL. Order on sub-contractors, Drawings, Quality Plan, Quality Control procedures, specifications, checklists, painting schemes etc.
		2.2.10.1	The stage inspection shall be done, if called for in Quality Plan, PO or any other applicable document at the works of sub-contractor or Testing Laboratory.
		2.2.10.2	The sub-contractor's works shall provide all necessary facilities for carrying out inspection measurements and testing. TPIA shall verify any requirement of special jigs, fixtures, tools, gauges for inspection mentioned in the applicable documents for inspection and ensure use of same.
		2.2.10.3	The sub-contractors shall ensure safe working condition during inspection. The TPIA should satisfy themselves for adequate safety. BHEL shall not be responsible for any loss/damage on this account. TPIA has to perform the inspection activities with the existing facilities at sub-contractor's works and no additional facility can be provided.

Clause Nos.		Contents
	2.2.10.4	The TPIA shall ensure use of calibrated measuring instruments and equipments while inspection.
	2.2.10.5	<p>The TPIA shall :</p> <p>i) Ensure Strict adherence to the Quality Plans, Specifications, Drawings, PO and general instructions given by BHEL Quality department from time to time.</p> <p>ii) Verify and ensure the availability of Qualification procedures for Treatment, process & personnel for special Processes like welding, Heat Treatment, brazing, NDE, painting & metal coating etc. and wherever necessary conduct personnel qualification test, procedure qualification test, review of qualification records and surveillance audit check in connection with processes like welding, heat treatment, painting etc. as specified in BHEL documents. Also, the consumables used in welding, NDE and painting etc. shall be checked & recorded.</p> <p>iii) Verify Supplier's internal QC records.</p> <p>iv) Verify Compliance with process parameters as per Quality Plan or applicable document.</p> <p>v) Ensure Material Test Certificate & traceability records to ensure use of correct material. Carry out inspection activities such as material identification, stamp transfers, In Process inspection including fit-ups, Witness while Non destructive examination as applicable, final inspection and documentation as specified in quality documents. Witness pressure and leak tests, functional tests or any other tests given in drawings and specifications. Carry out final visual & overall dimensional examination, as per relevant BHEL drgs/standards.</p> <p>vi) Ensure type test certificate or any special certificate called for in the PO.</p> <p>vii) Review and endorse necessary sub-contractor's records including material TCs & checklists, intermediate/final inspection checklist, NDT/other test reports, log sheets and observation sheets as per agreed formats. In the dimension report the dimensions checked/witnessed by TPIA shall be encircled and marked 'W'.</p> <p>viii) BHEL will furnish manufacturing drawings and related Quality work Instructions to the away centre Sub-contractors. Raw material for the products to be manufactured will be procured by the respective away centre fabrication vendors from the BHEL approved material suppliers as per conditions laid down by BHEL. The same shall be inspected and cleared by BHEL/QC based on physical</p>

			<p>verification by the TPIA and audit check by BHEL as required.</p> <p>ix) Clearance of inspection on supplier's challan. In case of process/product non-conformance, TPIA shall raise Non confirmative report under information to Supplier and QIX BHEL Jhansi. In case of acceptance of process/product not-conforming to the P.O./drawing/spec. requirements or partial inspection to be carried out, the challan shall carry suitable remarks referring to written/email acceptance/instructions from concerned BHEL executives in agreed format.</p> <p>x) Executive and provide quality services in a professional manner & commensurate with the available facilities. They also shall educate and guide the vendor for proper process control.</p>
		2.2.10.6	In case of non-conformance or ambiguity between Purchase specification Approved Drg, Data Sheet, Quality Plan etc. inspection agency shall report Non-Conformance on the date of inspection itself and intimate the QIX BHEL Jhansi
		2.2.10.7	Inspection shall be treated as "Complete" only when final inspection report for acceptance is issued after completing all stages of inspection.
		2.2.10.8	The accepted items shall be identified with seal and reference of seal given in the inspection Report (IR). Location of seal shall be mentioned in the inspection report.
	2.2.11	*	<u>Inspection Job clearance:</u>
		2.2.11.1	<p>a) After completion of Inspection, the Inspection Agency shall clear the Supplier's challan (after verification of documents stated in index sheet Ref. para 2.2.11.2) by signing and putting their identification stamp if job conforms to drg & other related specification issue within 24 hours.</p> <p>b) Scanning of Inspection Record :</p> <p>Subsequently Scanning of signed Challan of supplier along with records enclosed as per index sheet and uploading on BHEL Jhansi Unit server within three days from Inspection date shall be done by the TPIA without any additional charges. The working level details of BHEL Jhansi unit level server shall be informed to the inspection Agency.</p>
		2.2.11.2	<p>The Suppliers challan to be enclosed with Index sheet Annexure –III indicating of records annexed which are as applicable.</p> <p>It shall be ensured that all records of verification and inspection are enclosed with challan</p> <p>The supplier's challan will have following minimum information :-</p>

			<ol style="list-style-type: none"> 1. Inspection call No. and Date 2. Sub contractor Name, Challan No. & Date 3. Purchase Order No. and Sr. item No. 4. Description of items 5. Date of completion of inspections 6. Drg. No. item no. Rev. No. Variation No. 7. Quantity accepted 8. Deviation/Concession, if any 9. CHP/MDCC No. (if applicable) 10. Details of short supplies along with quantity (Specify authority letter reference). 11. Details of loose items supplied along with quantity 12. Any other relevant information 13. Name & Signature of sub contractor 14. Enclosure as per index sheet
		2.2.11.3	The TPIA shall ensure that original signed supplier's challan and all inspection records are submitted by supplier to the BHEL within 3 days from the date of final inspection.
		2.2.11.4	The TPIA's shall evaluate the quality performance of the Sub-Contractors as per the relevant guidelines issued by BHEL Jhansi and submit report to QIX on critical observations. Gross inadequacies shall be brought to the notice of CQX BHEL Jhansi immediately for necessary follow up action.
		2.2.11.5	Monthly Status Report : The inspection agency shall submit the monthly status report to CQX Jhansi indicating the details of inspection carried out, value of inspected items. Monthly + Cumulative), inspection charges time taken to attend the call/issue of report and pending inspection calls.
		2.2.11.6	The inspection Agency shall furnish any other report as agreed mutually with the CQX Jhansi without any additional charges.
		2.2.11.7	Feedback Analysis : The inspection agency shall analyse the feedback given by CQX Jhansi, user or customer. The report of analysis and proposed corrective/preventive actions shall be given to CQX Jhansi within 7 days. No additional charges would be payable for this activity.

		2.2.11.8	Record Keeping : The TPIA shall retain the inspection record for a period of 2 years after inspection depending upon the contract period. BHEL related Inspection Records shall be maintained separately by Inspection Agencies as per the prescribed format and Daily Inspection Reports to be sent to CQX BHEL, Jhansi.
		2.2.11.9	Workload fluctuation is cyclic from month to month, maximum depending upon the availability of raw materials. It is therefore requested that this cyclic nature of work load should be kept in mind while arranging inspection against this contract.
2.3			Assignment
	2.3.1		The inspection agency shall not off-load either full or part of the work, assigned by CQX, BHEL, Jhansi
	2.3.2		The information regarding addition/deletion status of manpower shall be furnished to CQX BHEL units every month. Additional manpower shall meet requirement of clauses 1.2.6, 1.2.7 & 1.2.8.
2.4			Penalty :
			<p>Discrepancy in Inspection (DI) :</p> <p>If any discrepancy is found during checking/audit of inspected items received at Unit/Site or feedback recd from customer on aesthetic appearance, mismatching or malfunctioning etc. (during use in the Shop, Erection, Testing or Commissioning) & /or records and it is established that the discrepancy is on account of inaccurate/inadequate inspection, the inspection charges of the concerned item shall be deducted as specified in the following table from pending bills and/or security deposit amounts.</p> <p>Delay in inspection :</p> <p>Response to inspection request (RIR) : If inspection calls are not attended within prescribed time (as per clause 2.2.9). A deduction of 1.0% of inspection charges of offered goods for per day delay or Rs. 100/- (whichever is higher) upto 5 days delay shall be made. If the delay is more than 5 days, the deduction shall be @ 2.0% of inspection charges of offered goods for per day delay or Rs. 100/- (whichever is higher) for the total delay inclusive of initial delay period. The penalty shall be deducted from pending bills and/or security deposit amounts.</p> <p>For any discrepancy in Inspection (DI) , penalty will be decided by Incoming product QC & CQX deptt of BHEL. For any delay in Inspection/RIR, penalty shall be decide by CQX deptt.</p>

2.4.1			Sl. No.	QUALITY LAPSES ATTRIBUTABLE TO INSPECTION AGENCY DUE TO INSPECTION ERROR	PENALTY
			1.	Item requiring concession/ resolution on PMIR at BHEL work involving no rework	50% of Inspection charges for the item shall be deducted
			2.	Items requiring rework either in BHEL/Supplier or at site	100% of inspection charges for the item shall be deducted
			3.	Items allowed for dispatch to BHEL without getting stages/final clearance from BHEL's customer Inspection. Agencies where ever required	100% of inspection charges for the item shall be deducted
			4.	Items rejected by BHEL or its customer	200% of inspection charges for the item shall be deducted
2.5			Performance Monitoring		
2.5.1			<p>The performance of TPIAs shall be monitored on aspects of response time to attend the call, timely submission of inspection report, deficiency in inspection and reporting from BHEL units/sites, feedback of suppliers, Surveillance/Audit by BHEL unit, feedback from customers and also feedback on indulgence in unethical practices or questionable integrity. The performance of inspectors will be monitored continuously by BHEL and performance rating will be communicated to TPIA separately. In case of unsatisfactory performance, TPIAs are expected to take appropriate time bound corrective actions to improve the quality of service and feed back shall be given to BHEL on the corrective actions taken.</p>		
2.5.2			<p><u>Penalty for overall performance based on clause 2.4:</u></p> <p>For performance, the weight age assigned to discrepancy in inspection (DI) : 0.6</p> <p>For performance, the weight age assigned to response to inspection request (RIR): 0.4</p> <p>If cumulative value (reviewed in October, January, April of a financial year) of penalty on account of DI and RIR calculated as $(0.6 \times DI + 0.4 \times RIR)$ exceeds limits as given below, the penalty will be imposed as given in brackets.</p> <p>Case A: $0.6 \times DI + 0.4 \times RIR \geq 3\%$ of Inspection charges (Warning in</p>		

			<p>writing) (3 written warnings during the contract period will be treated as case B)</p> <p>Case B : $0.6 \times DI + 0.4 \times RIR > 5\%$ of inspection charges, then business share will be reduced by 25%. (3 Cases during the contract period will be treated as case C)</p>
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			Case C: $0.6 \times DI + 0.4 \times RIR \geq 10\%$ Inspection charges (Cancellation of contract)
			In case of reduction of 25% business share/cancellation of contract of any bidder, as given above, the portion of share removed will be distributed among the remaining bidders proportionate to the initial distribution.
	2.5.3		BHEL may conduct the audit/investigation at supplier's work/inspection agency as deemed necessary
2.6			BHEL reserves the right to add, delete or modify above general requirements
2.7			<p>LIST OF PLACES IN AND AROUND BHEL BHOPAL</p> <p>(1) Govindpura, BHOPAL</p> <p>(2) Habibganj, BHOPAL</p> <p>(3) Mandideep, BHOPAL</p> <p>(4) Indore</p>
2.8			List of items (indicative), Please see Annexure - II
2.9			Contract Period : One or two years, with provision for extension by one more year with no change in terms and conditions.
2.10			Payment terms: To be expressed in % of Purchase order value in Rupees.
2.11			Two TPIAs will be empanelled for award of contract sharing the workload in ratio of 60:40
2.12			In the course of their discussions and interaction, BHEL may disclose information of confidential and proprietary nature relating to its business, products, know-how, technology, customers, employees and financial to the TPIA. Such information shall be considered as confidential. The TPIA shall keep it confidential & secret at all times and not directly or indirectly disclose to any party other than its employees and authorized personnel's strictly on a need to know basis, without the prior written permission of BHEL.

Broad information about the products, application/ranges and some major customers of BHEL Jhansi

Products	Application/Range	Major customers
Power Transformers	Upto 600 MVA (400 KV)	NTPC, PGCIL, SEBs, NEEPCO etc.
Shunt Reactors	400 KV	PGCIL, SEBs etc.
On Load Tap Changers	Type M & Type V	Misc. Industries etc.
Capacitors, CVTs & CTs	400 KV	NTPC, PGCIL, SEBs etc.
Bushings	25 KV -420 KV	NTPC, PGCIL, SEBs, Miscellaneous industries etc.
AC Locomotives	Hauling of goods trains.	Indian Railways
Diesel Electric Locomotives	Shunting Loco	Indian Railways

Note : Inspection Agencies may need to cover any additional products items of any other customers also as per BHEL requirement.

CRITICALITY OF MAJOR SUB-CONTRACTED ITEMS FROM ANCILLARIES

S. No.	Manufacturing process	Criticality of Inspection/Process	Items
1.	Fabrication work	1- Measurement of large dimensions & geometric features 2- Soundness of joints (NDT) 3- Distortion 4- Profile Check 5- Water/oil passage smoothness 6- Process defects 7- Surface preparation/shot blasting 8- Aesthetic appearance 9- Leakage/Hyd test 10- Nozzle orientation of flash/Miscellaneous tanks. 11- Packing of pipes 12- Visual defects 13- Painting 14- Layout inspection 15- WPS/PQR/Welder qualification 16- Applicable code knowledge 17- Welding process and NDT knowledge 18- Boroscopic Examination of pipe works 19- Heat Treatment 20- Material verification. 21. All other points covered in QAP/CHP.	1- CT/VT tanks 2- Clean/dirty oil and flash tanks 3- RE Joints 4- Trfr tanks 5- Conservators 6- End Frames 7- Tie rods 8- Pipe works for all products 9- Top Bracket 10- Bottom Bracket 11- Turrets of Transformer 12- Pressure receiver etc.

2.	Machining	<p>1- Concentricity of bores</p> <p>2- Centre height</p> <p>3- Finish</p> <p>4- Hole positions</p> <p>5- Threading locations</p> <p>6- Items locations</p> <p>7- Close tolerance items for inter changeability</p> <p>8- Profile</p> <p>9- Parallelism/perpendicularity</p> <p>10- Bore Dia</p> <p>11- Bearing Seating Dia</p> <p>12- Foundation Bolt Dia</p> <p>13- CPD of Holes</p>	
3-	Insulation	<p>1- Profile checking by special measurement</p> <p>2- Witnessing of Electrical tests at supplier end as per specs/drawings</p> <p>3- Size</p> <p>4- Finish</p> <p>5- Packing</p>	
4-	Hardware	1- Material test for properties	Hardware for all the products

		<p>2- Special Hardware</p> <p>3- Class of hardware</p> <p>4- Protective coating</p> <p>5- Safety consideration</p>	
5-	Plating	<p>1- Process variation</p> <p>2- Plating thickness, hardness and adhesion tests</p> <p>3- Instrument validation</p>	
6-	Galvanising	<p>1- Surface preparation for defect elimination</p> <p>2- Process variations</p> <p>3- Coating Thickness, Hardness and Adhesion tests</p>	
7-	Moulding	<p>1- Aesthetics</p> <p>2- Dimension</p> <p>3- Material quality</p>	Insulators etc.
8-	Pressed items	<p>1- Profile</p> <p>2- Dimension</p>	Insulating materials made from press board etc.
9-	Assy	<p>1- Functioning Test</p> <p>2- Itemisation, checking as per BOM</p>	
10-	Casting	<p>1- Profile Check</p> <p>2- Dimensional check</p>	Loco items.

		3- Visual Check 4- NDT	
11-	Laminations cutting	1- Dimension 2- Burr 3- Burr rectification	Punchings for transformers. Co-relation of material supplied by BHEL mfd. On labour basis.
12-	Coils making and insulation	1- Dimension 2- Electrical test	
13-	High precision machining	Close tolerances	Tools, Jigs, Fixtures, Gauges, Templates, Bearing components etc.

Note : It is to be checked that in case of all plate materials used in manufacture of the job is to be from BHEL/Customer approved Vendors and the identification of the plate material is to be correlated with the Supplier TC and the same identification is to be transferred on the component made from it.

BHARAT HEAVY ELECTRICALS LIMITED JHANSI

QUALITY CONTROL – ANCILLARY

CHALLAN INDEX SHEET FOR FABRICATION

CQX /FAB/IS

SUB CONTRACTOR.....

P.O. No.....Date.....

Challan No.....Date.....

Item.....DRG No.....REV No.....

Project.....

S.No.	Record Description	Page No.		Remarks
		From	To	
1	Record of material used (BOM)			
2	Copies of Material TCs			
3	Record of transferred material from another PO, if any			
4	Fit up record of joints			
5	Dimension record before S/R			
6	S/R Record			
7	Dimension record after S/R			
8	NDT summary sheet			
9	NDT records			
10	Air/Hyd/Vaccum/Kerosene test records			
11	Painting record			
12	CHP clearance			
13	Record of concession/deviations			
14	Any letter from indenter (engg/plg/ product QC fro waiver/stage to be			

	completed in BHEL.			
15	Confirmation of latest transformer tank & accessories			
16	Check sheet/log sheet of transformer tank & accessories			
17	Copy of PO/Drg with hand written changes pending amdt/rev			
18	Any other record			
19	QP index sheet			
20	Copies of WPS/PQR, if required			
21	Location of identification by hard punch encircled by white paint			

Note : Abbvt : NA : Not applicable

a. Other conditions:

- I. For proper execution of Contract as per the Scope of Work detailed above, no. of qualified employees & supervisors in the respective areas shall be decided by the TPIA.
- II. The contractor shall be responsible for complying with all the applicable statutory acts & law.

2. MEASUREMENT OF WORK & PAYMENT:

2.1 The INSPECTION AGENCY shall raise invoices once in a month together with dispatch clearance note/challan. Invoices should have the break up of PO/WO details, actual inspection fees, which will be on items cleared & accepted. Mistake in Invoices will incur penalty @ Rs. 50/- mistake subject to a maximum of Rs. 500/- Invoice.

2.2 TERMS OF PAYMENTS

The payment shall be made after completion of work verified by the concerned Sections of CQX where Inspectors are deployed, along with the certificate of completion of work in the respective area as mentioned in the other conditions.

Payments shall be normally made within 90 days of acceptance of the material against inspection documents, including customer clearance document and invoice as per billing schedule at BHEL.

All the payments will be subject to deduction of tax at source applicable as per law.

- 3 **Estimated Quantum of Works:** As mentioned in the “Scope of Work” against each activity.
- 4 **Delivery:** As per Company Targets decided by The Concerned Planning Department.
- 5 **Period of Contract:** The contract shall be for the period of 1 year from date of award.
- 6 **LD clause:** BHEL’s standard LD clause will be applicable for late completion of work which is 0.5% of unexecuted value per week subject to maximum of 10% of contract value.
- 7 **Distribution of Work:-** BHEL reserve the right to place order on single vendor 100% or split the order on two vendor in 70:30 ratio on at L1 rate.

I/We agree with the above

Signature of Contractor with Seal

Executive Incharge

QUALIFYING REQUIREMENTS

Clause Nos.		Contents
1.1		GENERAL
	1.1.1	The bidding organization shall have well-established Quality Management Division for providing Third Party Inspection services.
	1.1.2	The bidder shall have sound organization capable of meeting BHEL's requirements with high degree of accuracy and timeliness
	1.1.3	The bidder should be fully conversant with the National/International Product Specifications, Standards and Codes. Such as ASME, ASTM, ANSI, API, DIN, BS, TEMA, IBR, BIOS etc.) Bidder shall have direct access/possession of the latest applicable International/National standards & specifications like ASME, ASTM, ANSI, API, DIN, BS, TEMA, IBR, BIS, etc.
	1.1.4	The bidder should have experience of carrying out inspection of equipment supplies associated with contracts of reputed organizations like BHEL, NTPC, NHPC, NPCIL, HPGCL, HPCL, BPCL, PGCIL, EIL, ONGC, IOCL, SEBs, Defence organizations etc. (Evidence to be furnished)
	1.1.5	The bidder should submit reference list of clients as per Clause No. 1.5.15 of Particulars of Inspection Agencies for whom inspection and related activities were carried out during last five years.
		The bidder shall be equipped with all modern modes of communication (high speed broad band minimum 500 Kbps) such as telephone, mobile phone, fax, computer with high end configuration (CPU speed 1.8 GHz minimum), printer, scanner, e-mail, internet etc. in all offices, Mobile phone, e-mail, Laptop with internet facility (minimum 256 Kbps) should be provided to all Inspection Executives.
1.2		MINIMUM QUALIFYING REQUIREMENT
	1.2.1	The bidder should have well-defined and implemented Quality Management System and must be an ISO : 9001-2008 certified organization for providing TPIA services or working as ancillary or sub-contractor to BHEL & involved in manufacturing, inspection, erection & commissioning of BHEL, Jhansi Products.
	1.2.2	The Bidder should have/be ready to open offices at the Location

			desired by BHEL and each office/branch should have sufficient persons to handle inspection calls.
	1.2.3		The bidder should have minimum of last 05 years experience of Third Party inspection and related activities in major Engineering Industries and should be well conversant with manufacturing processes (Fabrication, welding, Heat Treatment, NDT, Precision machining, Casting etc.) and inspection checks required. The Inspection Agencies shall own the responsibility to ensure that the components are inspected at appropriate stages and at final stage as per the scope of BHEL Order, guidelines of BHEL and applicable Quality Work Instructions . The bidder should be capable of designing their own checklists and Inspection criteria in case same is not provided by BHEL in order to ensure conformity of jobs to specified requirements.
Clause Nos.		Contents	
			In addition to above, the agencies having less experience but deploying and experienced quality personnel and found suitable in other aspects will also be considered. Experience in working in major BHEL Unit i.e. Hardwar, Hyderabad and Trichy for minimum two years during last three years as inspection agencies will also be considered for agencies to qualify in this respect. The Bidder should enclose documentary evidence of experience in Engineering Industries in any of the following manner :-
		1.2.3.1	Evidence of satisfactory of performance / service from minimum five customers (as mentioned in clause 1.1.4) in Heavy Engg. industries (Power equipment, Transportation equipment, Defence items etc)
		1.2.3.2	Evidence of successful execution of minimum five contracts starting from the date of incorporation of different customers. (as mentioned in clause 1.1.4).
	1.2.4		The bidder should have minimum Rupees, 1.00 crore turnover during the year 2011-12 and average turn over of last 3 years should be minimum Rs. 1.5 crores from inspection services within India only.
	1.2.5		For BHEL jobs, the Bidder should have a team of minimum 30 (Thirty) qualified and experienced persons in mechanical, electrical, Controls & Instrumentation and Metallurgy disciplines, engaged in manufacturing, inspection or erection and commission work in Engineering Industry as under when full contract is awarded in case of no price matching for L-1 among the technical qualified bidders:- PERMANENT:-15 consisting of Engineers-08 Nos, Diploma-07 Nos. CONTRACT:-15 consisting of Engineers-08 Nos, Diploma-07 Nos. 80% of above manpower will be mechanical & 20% electrical and

			<p>30% of total will be NDT qualified. In case any permanent employee leaves the same will be replaced by permanent employee.</p> <p>In case, the two technically qualified agencies are identified after L-I price matching, the inspectors will be provided in the ratio of 60:40 in above respect by respective bidders getting the order.</p> <p>In case of two agency have quoted same L-I price, the manpower will be provided in the ratio of 50%-50% among the two technically bidders</p>
	1.2.6		<p>Bio-data of permanent employed persons engaged in inspection, including qualification (Technical/additional), experience, field of expertise and attested specimen signature at S. No. 1.5.16 of "Particulars of Inspection Agency". The Bidder shall submit the bio-data of the inspection engineers (refer 1.2.8) for approval by BHEL Jhansi Unit. Only the BHEL Jhansi Unit approved inspect engineers will be deputed for inspection. The approved list will be maintained by the bidder and addition/deletion will be informed to the BHEL Jhansi Unit Years and atleast 50% personnel below 45 years.</p> <p>Biodata of personnel on contract be submitted with in ten days of issue of LOI/Order placement whichever is earlier.</p>
Clause Nos.		Contents	
			<p>For inspection, Bidder shall ensure deployment of :</p> <p>i) Metallurgical/Mechanical Engineer with NDT qualification for castings, forgings, bars, billets, blooms etc.</p> <p>ii) Electrical engineer for electrical items.</p> <p>iii) Instrumentation Engineer/Electrical engineer for instrumentation Controls and protections.</p> <p>iv) Mechanical Engineer for Mechanical items (Fabrication, machining etc.)</p>
	1.2.7		<p>All inspection personnel, engaged in inspection, should have at least following qualification and experience.</p>
		1.2.7.1(a)	<p>Qualification : Graduation/diploma in Engg. with min 50% of marks.</p>
		1.2.7.1(b)	<p>Experience:-</p> <p>BH:-3years in inspection activity.</p> <p>Diploma :- 5 years in inspection activity.</p> <p>The experience should be in Heavy Engg. Industries (Power equipment, Transportation equipment, Defence</p>

			items etc.)
		1.2.7.2	NDT Test certificate Level II as per SNT TC 1A from reputed accredited agencies (for inspection personnel attending mechanical/metallurgical items).
	1.2.8	1.2.8.1	Each bidder shall have one full time in charge (Permanent employee) to control/guide and co-ordinate with COX all related Product QCs and concerned and submit report as per contract requirements. AGE:- upto 60 (Sixty) years. Qualification & Experience :- BE with 10 (Ten) years Inspection experience and 3 years experience as “ Head ”.
		1.2.8.2	At least 30% of inspection personnel should have Level II NDE Qualification in Radiography, Ultrasonic, Magnetic Particle and Visual examination- for each bidder. Only Level II qualified person in respective NDT shall verify or witness the NDE test report/results.
		1.2.8.3	The Inspection personnel being offered to BHEL shall be regular employees as well as from contract personnel engaged by Bidder for 3 years. No consultant or Freelancer is allowed for BHEL inspections. All inspection personnel shall carry photo identity card issued by respective TPIA.
1.3			BHEL reserves the right to seek additional information to assess the capacity and capacity of Third Party Inspection Agency during the currency of the contract.
1.4			No deviation shall be allowed in respect of minimum requirements stipulated in Clause 1.2. Any offer not meeting above requirements shall stand rejected.
1.5			The bidder shall fill the format for “Particulars of Inspection Agency” given below.
			Particulars of Inspection Agency
1.5.1	Name of Company		
Clause Nos.		Contents	
1.5.2	Head Office		
	i)	Address:	
	ii)	Phone No.:	Fax No.:
	iii)	E-mail:	Website:
1.5.3	Chief Executive:		

	i)	Name:				
	ii)	Designation:				
	iii)	Office Address:				
		Phone No.	Landline:	Mobile		
		E-mail:				
		Qualification				
		Profile				
		Experience				
1.5.4		Ownership Status:	(Please put \sqrt mark in appropriate box)			
			Govt. of India Undertaking		State Govt. Undertaking	
			Public Limited Company		Private Limited Company	
			Partnership/individual Firm		Others (Please specify)	
(Please submit documentary proof, such as, Memorandum & Articles of Association, Company Registration Certificate, Partnership Deed, as applicable)						
1.5.5.	i)	Total No. of Persons:				
	ii)	No. of persons engaged in Inspection				
	iii)	Total no. of branches.				
1.5.6	Particulars of Branches: (Add separate sheet if required)					
	i)	Location :				
	ii)	Name of Branch Manager				
	iii)	Address:				
	iv)	Phone No	Landline:	Mobile		
	v)	Fax No.:				
	vi)	Website:				
	vii)	E-mail:				
	viii)	Total No. of persons:				
	ix)	No. of persons engaged in inspection:				

1.5.7	Date of Incorporation/Registration :							
1.5.8	Turnover of the Company from inspection services for the last 3 years :		Year	Turnover (in Rs. Crore)		Remarks		
			2008-09					
			2009-10					
			2010-11					
1.5.9	Audited Annual Report for the last 3 years (to be enclosed)							
1.5.10	Income Tax Certificate for the last 3 years (to be enclosed)							
1.5.11	Bankers Name and Address :							
1.5.12	Registration with Statutory bodies :							
	a.	Income Tax PAN No.						
	b.	Service Tax Registration No. (Please enclose relevant letter/certificate)						
1.5.13	a	Whether Company is ISO:9001-2008 certified			Yes/No.			
	b.	If Yes, year of Certificate						
	e.	Certificate Body						
	d.	Whether company is certified for ISO/IEC :17020:			Yes/No			
	e.	If Yes, year of Certificate						
	f.	Certificate Body						
1.5.14	Organisation : (Please enclose organisation Chart)							
1.5.15	List of Clients during last five years:							
	S. No.	Client	Supplier(s)	Item(s)	P.O./ Contract No.	Value	Remarks	
	1	2	3	4	5	6	7	
1.5.16	i) Bio-data of all persons engaged in inspection:							
	S.No.	Name	Technical Qualification	Additional Certification (NDT)	Experience in inspection		Specimen Signature (Attested)	Remarks
					No. of years	Field		

	1	2	3	4	5	7	7
	ii)	Summary:					
		PG/Graduate Engineers					
		Diploma Engineers					
		TOTAL:					
1.5.17	Type of Services offered :						
1.5.18	Did you provide TPI services to BHEL Univ./Division/						Yes/No
	If Yes, please give details						
1.5.19	Whether any litigation/Arbitration is pending:						Yes/No
	If Yes, please give details						
1.5.20	No deviation certificate (in the format enclosed- Annexure:VII):						
1.5.21	Information regarding banning, blacklisting from business (as per format enclosed-Annexure-VI)						
1.5.22	Any other information: (use additional sheet, if required)						

Signature of Authorized Person

Name :

Date :

Seal:

In addition to above, party should fulfill following requirements:

1. Should have independent ESI Code number
2. Should have PAN/TAN number
3. Should have Service Tax number (PAN based)
4. Self certificate that he is not blacklisted/banned/delisted on the date of tender.
5. Should have VAT/TIN No. if material is supplied/consumed
6. Declaration that he is not blacklisted/under hold from BHEL Jhansi or banned by any unit/region/office of BHEL
7. Declaration that he should not be guilty by a Court of Law in India for any offence involving fraud, dishonesty and moral turpitude.
8. 1 copy of blank price bid duly crossed & signed shall be submitted with technical bid.
9. The contractor should have experience of successfully execution of at least 1 similar work during last 3 years (FY 09-10, FY 10-11, FY 11-12) of value not less than Rs. 50 Lakhs in any PSU/ government/ private organization.
10. Photocopy of order, completion certificate from the executing authority shall be enclosed along with technical bid. In case of experience in private organization TDS certificate from the principal shall be furnished.

Documentary proof in support of above eligibility criteria along with EMD shall be submitted along with Techno Commercial Bid at Annexure I.

MINIMUM QUALIFICATION AND ELIGIBILITY REQUIREMENT

- a) In order to facilitate assessing the pre qualification requirement, the data to be filled in the enclosed Annexure-1A
- b) No deviation shall be allowed in respect of minimum requirements stipulated in Clause 1.2. of Section-1 Qualification and eligibility requirement. Any offer not meeting above requirement shall be rejected.
- c) The bidder shall fill format for “Particularly of Agency” as given in Annexure -1B as per Clause 1.2 of Section-I Qualification and eligibility requirement.
- d) Quality department shall evaluate the information provided by the bidder and decide whether they meet the qualification and eligibility requirements specified above.

DOCUMENTS TO BE SUBMITTED BY BIDDER FOR EVALUATION

(Ref. Section-I Qualification and eligibility requirement)

TENDER ENQUIRY NO.

NAME OF TPIA

TECHNICAL CONDITIONS : 1.1 GENERAL

Tender Cl. No.	Subject	Documents to be submitted	Page No.	Status
1.1.1	The bidding organization shall have well established Quality Management Division for providing third party inspection services.	<p>-Apex organisational set up including Head/Chief & their number of years of association with Agency, Qualification, Experience in Quality functions/Quality management</p> <p>- Copy of Memorandum of Understanding/ Certificate of Incorporation of Agency as company to provide insp services</p> <p>- Training arrangement for training inspectors and persons trained with training agency involved during last 3 years.</p> <p>- Evaluations system of performance of inspectors and corrective measures taken.</p> <p>- System of customer complaint handling, trend & disposal last 3 years. (Yearwise trend)</p>		

1.1.2	The bidder shall have sound organization capable of meeting BHEL's requirements with high degree of accuracy and timeliness.	<p>-Copy of Last 3 years Audited Balance sheet for Indian operations</p> <p>- Qualification and experience of staff on roll since last 3 years at various remote offices.</p> <p>- Setup at remote offices with strength of inspector deployed and average no. of calls handled/day and -Specify the various facilities deployed at remote offices including communication and transport - % calls cleared with in 24 hour. Last 3 years monthly trend (supported by details) covering three clients (Min of contract value=Rs .30 lakhs per annum apprx.) – Calls where wrong inspection carried out by (supported by details) Agency last 3 years monthly trend covering three main clients (Min of contract value = Rs. 30 lakhs per annum apprx.) of contract value).</p>		
1.1.3	The bidder should be fully conversant with the National/International Product Specifications, Standards and Codes. Such as ASME, ASTM, ANSI, API, DIN, BS, TEMA, IBR, BIOS etc.) Bidder shall have direct access/possession of the	<p>a) Specify Method of access- Possess controlled (Hard) copy or have access for soft copy:-</p> <p>i) At Head Office ii) Remote offices b) Specify applicable National and international stands for following BHEL</p>		

	latest applicable international/National standards & specifications like ASME, ASTM, ANSI, API, DIN, BS, TEMA, IBR, BIS etc.	product and items including testing (mention 3 Nos. each, for the following:- (1) Transformer (2) Diesel Ex AC locomotives		
1.1.4	The bidder should have experience of carrying out inspection of equipment supplies associated with contracts of reputed organisation like BHEL, NTPC, NHPC, NPCIL, HPGCL, HPCL, BPCL, PGCIL, EIL, ONGC, IOCL, SEBs, Defense organizations etc. (Evidence to be furnished)	To be related to contracts (Min. 3 customers) specified in clause 1.4 & enclose copy of inspection report of above products (Min 2 products) as evidence carrying the relevant ref. of code/National International standards referred while inspection.		
1.1.5	The bidder should submit reference list of clients as per Clause No. 1.5.15 of particulars of inspection agencies for whom inspection and related activities were carried out during last five years.	List of Clients and their contracts under taken in last 5 years (covering min Rs. 30 lakhs per annum) and their status wrt closed after completion or closed before completions.		
1.1.6	The bidder shall be equipped with all modern modes of communication (high speed broad band minimum 500 Kbps) such as telephone, mobile phone, fax, computer	1. Details of as specified modern mode of communication equipments at Head Office.		

	with high end configuration (CPU speed 1.8 GHz minimum), printer, scanner, e-mail, internet etc. in all offices. Mobile phone, e-mail, Laptop with internet facility (minimum 256 Kbps) should be provided to all Inspection Executives.	2. Details of as specified modern mode of communication equipment proposed to be provided by bidder at Jhansi Office		
TECHNICAL CONDITIONS:- MINIMUM QUALIFYING REQUIREMENTS				
1.2.1	The bidder should have well defined and implemented Quality Management System and must be an ISO:9001-2008 certified organization for providing TPIA services or working as ancillary or sub contractor to BHEL & involved in manufacturing, inspection, erection & commissioning in BHEL Jhansi products	1) ISO Certificate for providing inspections services or involved in manufacturing, inspection, erection & commissioning in BHEL Jhansi products, which is valid for 2 years as on date 2) Copy of Quality Management system as per ISO		
1.2.2	The Bidder should have/be ready to open offices at the Location desired by BHEL and each office/branch should have sufficient persons to handle inspection calls.	Declarations confirming opening of office at BHEL premises at Govindpura Jhansi with required strength min 30 nos. of Inspectors in case of handling full contract by one agency.		
12.3	The bidder should have min. of 05 years experience in major Engg Industries & should be well conversant with manufacturing processes (Fabrication,	-Declarations conforming covering the following aspects to comply and own the responsibility for ensuring:- a) Conversancy of mfg.		

	<p>welding, Heat Treatment, NDT, Precision m/cing, Casting etc) and inspection checks required. The Agencies shall own the responsibility to ensure that the components are inspected at appropriate stages and at final stage as per the scope of BHEL Order, guidelines of BHEL and applicable Quality work instructions. The bidder should be capable of designing their own checklists and Inspection criteria in case same is not provided by BHEL in order to ensure conformity of jobs to specified requirements.</p>	<p>processes</p> <p>b) Inspection checks required in form of checkisit/logsheet.</p> <ul style="list-style-type: none"> - Own responsibility to check component Inspection at appropriate stages and at final stage as per quality-work instructions. - Built their own checklists and make own inspection criterion for inspection of items wherever not specified. -Incorporation certificate as specified at clause 1.1.1 above -5 clients records ref. clause 1.1.5 - Please furnish information as per annexure-2C for agencies involved in manufacturing, inspection and Erection and commissioning of BHEL Jhansi Products. 		
	<p>In addition to above, the agencies having less experience but deploying qualified and experienced quality personnel and found suitable in other aspects will also be considered.</p> <p>Experience in working in</p>	<p>Submit proof in support</p>		

	<p>major BHEL Units i.e. Hardwar, Hyderabad and Trichy for minimum two years during last three years as inspection agencies will also be considered for agencies to qualify in this respect.</p> <p>The Bidder should enclose documentary evidence of experience in Engineering Industries in any of the following manner:-</p>	Submit proof in support		
1.2.3.1	Evidence of satisfactory performance /service from minimum five customers (as mentioned in clause 1.1.4) in Heavy Engg. industries (Power equipment, Transportation equipment, Defence items etc.)	Submit customer/clients certificates of satisfactory performance/service from min 5 customers (as mentioned in clause 1.1.4) from Heavy Engg industries like Power Equipment Mfg, Electrical Transportations equipment, Defence equipment etc for satisfactory inspection work done.		
1.2.3.2	Evidence of successful execution of minimum five contracts starting from the date of incorporation of different customers. (as mentioned in clause 1.1.4)	Submit certificate of successful executions of min. five contracts of Min Five different customers from the date of incorporation of the Inspection agency.		
1.2.4	The bidder should have minimum Rupees 1.00 crore turnover during the year 2011-12 and average turnover of last 3 years should be	Submit last 3 years audited Balance sheets for inspection services offered in India only.		

	minimum Rs. 1.5 crores from inspection services within India only.			
1.2.5	<p>For BHEL jobs the Bidder should have a team of minimum 30 (Thirty) qualified and experienced persons in mechanical, electrical, Controls & Instrumentation and Metallurgy disciplines, engaged in inspection work in Engineering Industry as under :-</p> <p>PERMANENT :-15 Engineer-08, Diploma-07, TEMPRORARY CONTRACT-15 Engineers-08, Diploma 07 80% of above manpower will be mechanical & 20% electrical and 30% of total will be NDT qualified. In case any permanent employee leaves same will be replaced by permanent employee by Agency. Out of this, minimum number of inspection.</p> <p>Engineers having a mix of disciplines as given above, deployed at BHEL Ancillary inspection office presently located at Govindpura BHEL Jhansi. Further manpower strength is to be increased by TPIA to cope up increased</p>	<p>Submit statement showing breakup of deployment of Permanent 15 Nos. qualified and experienced inspectors with</p> <ol style="list-style-type: none"> 1. Metallurgical/Mechanical Engg. with NDT qualified for inspecting castings, Fabrication and machining. 2. Electrical Engg. for inspecting electrical items, insulating. 3. Mechanical Engg. Misc. items- for inspecting wood, Hardware Electrical Panels, Plating, Painting, Stress Relieving. <p>(Refer Clause 1.2.7.1)</p>		

	workload.			
1.2.6	<p>Bio-data of all persons, engaged in inspection, including qualification (Technical/additional), experience, field of expertise and attested specimen signature at S. No. 1.5.16 of "Particulars of Agency". The Bidder shall submit the biodata of the inspection engineers (refer. 1.2.8) for approval by BHEL Jhansi Unit. Only the BHEL Jhansi Unit approved Inspection engineers will be deputed for inspection. The approved list will be maintained by the bidder and addition/deletion will be informed to the BHEL Jhansi Unit by the bidder. Age of inspection engineers employed up to 50 years and at least 50% of persons should be below 45 years of age.</p> <p>For critical items identified by BHEL Jhansi units (Reference clause.....), BHEL Jhansi Unit may select inspectors from the already approved list. For inspection, Bidder shall ensure deployment of:</p>	<p>Bio-date of 15 permanent (To be deployed) INspection to be engaged in inspection, proof of age qualification (Technical/additional), experience, field of expertise and attested specimen & signature and photo pass of Inspection Agency to select and approve personnel for BHEL operation for 15 nos. selection (Ref. clause 1.2.7.1, 1.2.7.2, 1.2.8.1, 1.2.8.3) Proof of age to be furnished.</p>		

	<p>i) Metallurgical/ Mechanical engineer with NDT qualification for castings, forgings, bars, billets, blooms etc.</p> <p>ii) Electrical engineer for electrical items.</p> <p>iii) Instrumentation Engineer/ Electrical engineer for Instrumentation Controls and protections.</p> <p>iv) Mechanical Engineer for Mechanical items (fabrication, machining etc.)</p>			
1.2.7	All Inspection personnel, engaged in inspection, should have at least following qualification and experience :			
1.2.7.1(a)	<p>Graduation/diploma in Engg. with min 50% of marks. The experience should be in Heavy Engg. industries (Power equipment, Transportation equipment, Defence items etc.)</p> <p>Experience:-</p> <p>BE:-3 years in inspection activity, diploma :-5 years in inspection activity</p>	<p>Submit copy of Mark sheet of Graduation or Diploma in Engg. in Mechanical, Electrical, Metallurgical branch with required % of marks</p> <p>- Submit proof of Inspection experience of the individual in Engg. industries i.e. Power Mfg. Equipment, Electrical, Transportation equipment mfg. & Defence items etc. indicating company name and period with evidence.</p>		
1.2.7.2	Penetrant Test certificate Level II as per SNT TC 1A	For inspection of mechanical/metallurgical		

	from reputed accredited agencies (for insp. personnel attending mechanical/metallurgical items)	items, the inspector qualifications in addition to 1.2.7.1, Penetrant Test Certificate level II as per SNT TC 1A from reputed accredited agencies certificate who will witness the NDE Tests.		
1.2.8.1	<p>Each bidder shall have one full time incharge (Permanent employee) to control/guide and co-ordinate with all related product QCs and concerned and submit report as per contract requirements.</p> <p>Age upto 60 (sixty) years.</p> <p>Qualification & Experience: BE with 10 years inspection experience and 3 years experience as head.</p>	- Submit Qualification and experience certificate with proof of age of permanent employee of the inspection Agency as per requirement given and certificate of served as 'Head' for 3 yrs.		
1.2.8.2	At least 30% of inspection personnel should have level II NDE Qualification in Radiography, Ultrasonic, Magnetic Particle & Visual examination for each bidder. Only Level II qualified person in respective NDT shall verify or witness the NDE test report/results.	List of 30% inspection personnel out of 15 personnel of Mech Engg. background having level II qualification for NDE (Max. 10 can be specified).		
1.2.8.3	All Inspection personnel being offered to BHEL shall be regular employees OR shall have at least three years of running contract with bidder. No consultant or	Following evidence of inspection personnel listed on the rolls of Inspection Agency which will be deployed for inspection work at BHEL Jhansi		

	Freelancer is allowed for BHEL inspections. All inspection personnel shall carry photo identify card issued by respective Agency.	<p>1) Appointment letters of inspectors</p> <p>2) Proof of PF statements submitted to PF Commissioner indicating personnel engaged since last 3 years by the agency.</p> <p>3) Copy of photo pass of the above inspector.</p> <p>4) Declaration that no free lancer or consultant is included in the above list of Inspectors.</p> <p>5) Three years deployment record of permanent employees</p>		
1.5	The bidder shall fill the format for "Particulars of Inspection Agency" given below	Information in the prescribed format, "Particulars of Inspection Agency" as enclosed in the tender. ANNEXURE-2B		

Signature of Authorised Person of Inspection Agency

Name:

Date :

			Particulars of Inspection Agency		
1.5.1	Name of Company				
Clause Nos.			Contents		
1.5.2	Head Office				
	i)	Address:			
	ii)	Phone No.:	Fax No.:		
	iii)	E-mail:	Website:		
1.5.3	Chief Executive:				
	i)	Name:			
	ii)	Designation:			
	iii)	Office Address:			
		Phone No.	Landline:	Mobile	
		E-mail:			
		Qualification			
		Profile			
		Experience			
1.5.4	Ownership Status:		(Please put \sqrt mark in appropriate box)		
		Govt. of India Undertaking		State Govt. Undertaking	
		Public Limited Company		Private Limited Company	
		Partnership/individual Firm		Others (Please specify)	
	(Please submit documentary proof, such as, Memorandum & Articles of Association, Company Registration Certificate, Partnership Deed, as applicable)				
1.5.5.	i)	Total No. of Persons:			

	ii)	No. of persons engaged in Inspection		
	iii)	Total no. of branches.		
1.5.6	Particulars of Branches: (Add separate sheet if required)			
	i)	Location :		
	ii)	Name of Branch Manager		
	iii)	Address:		
	iv)	Phone No	Landline:	Mobile
	v)	Fax No.:		
	vi)	Website:		
	vii)	E-mail:		
	viii)	Total No. of persons:		
	ix)	No. of persons engaged in inspection:		
1.5.7	Date of Incorporation/Registration :			
1.5.8	Turnover of the Company from inspection services for the last 3 years :	Year	Turnover (in Rs. Crore)	Remarks
		2009-10		
		2010-11		
		2011-12		
1.5.9	Audited Annual Report for the last 3 years (to be enclosed)			
1.5.10	Income Tax Certificate for the last 3 years (to be enclosed)			
1.5.11	Bankers Name and Address :			
1.5.12	Registration with Statutory bodies :			
	a.	Income Tax PAN No.		
	b.	Service Tax Registration No. (Please enclose		

		relevant letter/certificate)	
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1.5.13	a	Whether Company is ISO:9001-2008 certified	Yes/No.
	b.	If Yes, year of Certificate	
	e.	Certificate Body	
	d.	Whether company is certified for ISO/IEC :17020:	Yes/No
	e.	If Yes, year of Certificate	
	f.	Certificate Body	

1.5.14	Organisation : (Please enclose organisation Chart)		
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1.5.15	List of Clients during last five years:		
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S. No.	Client	Supplier(s)	Item(s)	P.O./ Contract No.	Value	Remarks
1	2	3	4	5	6	7

1.5.16	i) Bio-data of all persons engaged in inspection:		
--------	----------------------------------------------------------	--	--

S.No.	Name	Technical Qualification	Additional Certification (NDT)	Experience in inspection		Specimen Signature (Attested)	Remarks
				No. of years	Field		
1	2	3	4	5		7	7
ii)	Summary:						
	PG/Graduate Engineers						
	Diploma Engineers						
	TOTAL:						

1.5.17	Type of Services offered :		
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1.5.18	Did you provide TPI services to BHEL Univ./Division/	Yes/No
	If Yes, please give details	
1.5.19	Whether any litigation/Arbitration is pending:	Yes/No
	If Yes, please give details	
1.5.20	No deviation certificate (in the format enclosed- Annexure:VII):	
1.5.21	Information regarding banning, blacklisting from business (as per format enclosed-Annexure-VI)	
1.5.22	Any other information: (use additional sheet, if required)	

Signature of Authorized Person

Name :

Date :

Seal :

Information to be supplied by agencies other Third Party Inspection Agency PQR Clause No. 1.2.3

1. Products Manufactured/Erected/Inspected in Physical Terms in last 3 years (Year-wise breakup)
2. Nature of Quality Control activities carried out-
3. Numbers of personnel engaged in main activity & in QA/QC activities separately of the products dealt (Last 3 years break up including qualification experience of quality personnel).
4. Quality Assurance Plans/Field Quality Plans dealt separately of the products during last 3 years (trend).
5. Check lists prepared & followed (during last 3 years year-wise breaking) attach sample one each product.
6. Nature of activities covered in QA plans-attach one sample each product).
7. Rejection/Rework data Rs. 3 years (**Last 3 years trend**)
8. Non conformities report last 3 years trend including Corrective & Preventive actions carried out in work done. Also include latest RCAs done with one sample copy.

9.	A) Max & Min sizes of the job handled (Last 3 years trend)	B) Special processes dealt: Stages carried out with respect to following (Lat 3 years trend)
	Fabrication (LXBXH) or Weight	1. Shot blasting
	Machining (LXBXH)	2. Painting
	Insulation (LXBXH)	3. Plating
	Hardware (type, size and clas)	4. Galvanizing
		5. Heat treatment
	C) NDT carried out type wise (Last 3 years trend)	6. Brazing
	1. Dye Penetrant Test	D) Stage Testing carried out (Last 3

		years trend)
	2. Ultrasonic test	1. Hydraulic test (mention pressure range)
	3. Radio-grapy Test	2. Electrical test (Voltage ranges)
	4. Magnetic Particle Detection test	3. Air test (Leak proof-ness)
	E) Final commissioning test (last 3 years trend	

10. Information as applicable and given in other aspects as called in annexure A Reference Section-1 PQR may be given

I/We agree with the above

Signature of Contractor with Seal

Executive Incharge

BHEL – JHANSI

Tender Documents

TENDER ENQUIRY NO: CQX/TE/NNN/01

DATE: 01.01.2013

INSTRUCTIONS TO TENDERERS

- Above tender is in two Bid System (Techno Commercial Bid & Price/ Rate Bid).
- 1. The tender is to be processed in two parts viz. 1) Techno Commercial bid 2) and 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 super scribed 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 super scribed 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 / rate 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.
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.

I/We agree with the above

Signature of Contractor with Seal

Executive Incharge

BHEL – JHANSI

Tender Documents

TENDER ENQUIRY NO: CQX/TE/NNN/01

DATE: 01.01.2013

TENDER EVALUATION CRITERIA

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

1. BHEL officials may visit the tenderer's office & their client's place to evaluate the capability and assess the performance.

Capability of the Contractor will 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 tenderers after the above process only will be invited for opening of the rate / price bid.
3. The contractor shall be awarded the work on over all L-1 basis.
4. In case more than one contractor becomes L1 then the contractor having more experience in terms of value of work (for the years specified in clause 9 of Annexure – c of tender) completed will be given preference.

**I/We agree with the above
Signature of Contractor with Seal**

Executive Incharge

BHEL – JHANSI

Tender Documents

TENDER ENQUIRY NO: CQX/TE/NNN/01

DATE: 01.01.2013

CONTRACTOR'S OBLIGATIONSA) CONTRACTUALTowards 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 to **maintain appropriate records of his employees** deployed to carry out the job(s).
- e) **Contractor shall ensure Group Insurance Policy for his workers. The coverage shall be of minimum Rs 3 lakhs per individual.** The coverage shall be of 24 hours life coverage.
- f) 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.**
- g) 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.
- h) The contractor has to provide to his workers uniform (**lower dark blue & upper light blue- 2 Sets**) along with badges bearing logo of his establishment, which shall be affixed by the contract labour on the left side of his pocket.

- i) Contractor to ensure that **all precautions are taken for safety** of his employees and equipments.
- J) In the event of termination of contract for any reason whatsoever, the **contractor shall withdraw all his employees** from the establishment of BHEL. 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

- a) 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.
- b) Contractor shall provide shoe, helmet, personal protective equipment & maintain the same at his own cost which may be required.
- c) Contractor shall ensure that his workers wear uniform, shoes, helmet and other required safety appliances, apparels / equipments inside factory.

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) Contractor shall be responsible for making payment of wages 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 to ensure disbursement of wages in the presence of the authorities 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. **Rates to be as per price bid**

**I/We agree with the above
Signature of Contractor with Seal**

Executive In-charge

BHEL – JHANSI

Tender Documents

TENDER ENQUIRY NO: CQX/TE/NNN/01

DATE: 01.01.2013

GENERAL TERMS & CONDITIONS FOR CONTRACTORS FOR DEPLOYMENT OF CONTRACT WORKERS/SUPERVISORS UNDER SERVICE / 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 Labour licence and other requirement 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.
 - (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 2.3, 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 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, 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**.

4.0 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 paid to the contract 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.
- 3.3 The contractors bills should be accompanied with the following.
- a) Copy of Measurement Book entries/Statement of work done by the Contractor
 - b) 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
 - c) PF and ESI challans for previous month- separate for concerned Service contract. Print of online challan alongwith list of contributing contract workers for ESI duly certified by the contractor.
 - d) Wage payment sheet for the bill period as per annexure IV.
 - e) Copy of Form-5 and Form-10 (PF monthly returns) submitted by contractor to RPFC for billing month.
 - f) Copy of Form 12A-regarding PF remittance
 - g) List of CL covered under accident insurance policy
 - h) Statement of material supplied by the contractor if any
 - i) Copy of Labour Licence if increase in no. of labours deployed against Work Order if applicable.
 - j) 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 3.2 above forward them to Finance through HR department.
- 3.5 After checking the Labour Laws compliances with respect to the concerned service contract HR department and after retaining copies of PF and ESI Challans and wage payment sheet pertaining to current month, annexure IV etc. 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 within 10 days of submission of clean bill by the contractor.
- 3.7 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.
- 3.8 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 RPFC and ESI Kanpur 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 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, alongwith final bills.

4.0 Provident Fund

- 4.1 The contractor should get independent EPFcode 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 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

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)**

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 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.

8.0 LEAVE WITH WAGES TO CONTRACT LABOUR :-

Guidelines as per UP factories Rules 1950 should be strictly observed with regard to crediting /avail 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 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.
- 9.2 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.

- 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:-
- a. Completion of work and certification of payment of minimum wages to contract labours from contracting department.
 - b. Certificate of compliance of labour laws from HR department.
 - c. Certificate of payment of Bonus by Contracting and HR Department
 - d. No-dues certificate regarding service tax payment, and any other dues liable to be remitted by contractor under financial laws, to Finance department
 - e. 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.

Accept / Reject any or all tender fully or partly without valid reasons.

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.

11.2 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 Contractor with 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 thump 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.												
4.												
5.												
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29.												
30.												
31.												

SIGNATURE OF THE CONTRACTOR

BHEL – JHANSI

Tender Documents

TENDER ENQUIRY NO: CQX/TE/NNN/01

DATE: 01.01.2013

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: -
 - (a) The performance of TPIAs shall be monitored on aspects of response time to attend the call, timely submission of inspection report, deficiency in inspection and reporting from BHEL units/sites, feedback of suppliers. Surveillance/Audit by BHEL unit, feedback from Customers and also feedback on indulgence in unethical practices or questionable integrity. The performance of inspectors will be monitored continuously by BHEL and performance rating will be communicated to TPIA separately. In case of unsatisfactory performance, TPIAs are expected to take appropriate time bound corrective actions to improve the quality of service and feedback shall be given to BHEL on the corrective actions taken.
 - (b) Penalty for overall performance based on clause 2.4
3. For performance, the weight age assigned to discrepancy in inspection (DI) :
4. 0.6 For performance, the weight age assigned to response to inspection request (RIR) : 0.4
5. If cumulative value (reviewed in October, January, April of financial year) of penalty on account of DI and RIR calculated as $(0.6 \times DI + 0.4 \times RIR)$ exceeds limits as given below, the penalty will be imposed as give in brackets.
6. Case A $0.6 \times DI + 0.4 \times RIR \geq 3\%$ of Inspection charges (Warning in writing) (3 written warnings during the contract period will be treated as case B)
7. Case B. $0.6 \times DI + 0.4 \times RIR \geq 5\%$ of inspection charges, then business share will be reduced by 25% (3 Cases during the contract period will be treated as case C)
8. Case C: $0.6 \times DI + 0.4 \times RIR \geq 10\%$ of Inspection charges (Cancellation of contract)
9. In case of reduction of 25% business share/cancellation of contract of any bidder, as given above, the portion of share removed will be distributed among the remaining bidders proportionate to the initial distribution.

10. Payments will be made to the contractor on the basis of work carried out by him on a monthly basis.
11. All payments will be subject to deduction of income tax at source as per Income Tax applicable Rules.
12. Measurement Book to be maintained for the work carried out daily / weekly / monthly by the contractor & the same shall be verified by BHEL official, nominated for the same.

I/We agree with the above

Signature of Contractor with Seal

Signature of Officials of Executing Department

BHEL – JHANSI

Tender Documents

TENDER ENQUIRY NO: CQX/TE/NNN/01

DATE: 01.01.2013

PROFORMA FOR SUBMITTING TECHNICAL BID FOR -----

1. Name of the firm : _____
2. Name of the Proprietor : _____
3. Address and Contact Numbers : _____

4. Registration Number : _____
Copy of the Certificate : Enclosed / Not Enclosed
5. Labour Licence Number : _____
Copy of the Licence : Enclosed / Not Enclosed
6. PF Code Number : _____
Copy of the Certificate : Enclosed / Not Enclosed
7. ESI Code Number : _____
Copy of the Certificate : Enclosed / Not Enclosed
8. (1) PAN/TAN Number : _____
(2) Income tax return last 3 yrs. : Enclosed / Not Enclosed
9. Service Tax Number(PAN Based) : _____
Copy of the Certificate : Enclosed / Not Enclosed
10. VAT/TIN Number : _____
(To be submitted only in case : Enclosed / Not Enclosed
where material transaction is
involved)

Contd...(2)

: 2 :

11. 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) : _____
13. Any other relevant information :-----
14. Tender Cost : Rs. _____
- D.D.No. : _____
15. Validity of offer : 90 days from the date of
tender Opening.
16. Blank Price bid format : Enclosed/Not Enclosed

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

Signature with Name
& Office Seal

Date:

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.

**I/We agree with the above
Signature of Contractor with Seal**

Executive Incharge

TENDER ENQUIRY NO: CQX/TE/NNN/01

DATE: 01.01.2013

PRICE BID

TENDER NO -----

DATE: -----

- a. Name of the firm :
- b. Name of the proprietor/partners :
- c. Address and contact nos :

Rate in terms of % of Purchase order value (Excluding Service Tax) :

(In Figure).....

(In Words).....

Note : Visit charges or re-inspection charges are not admissible.

: Service Tax Extra.

Signature of contractor

I/We agree with above and all other terms & conditions of the contract.

Date:

Signature & Name of Contractor with Seal

Executive Incharge