

# BHARAT HEAVY ELECTRICALS LIMITED

(A Government of India Undertaking)

P.O. BHEL Jhansi 284120

LOCOMOTIVE DEPARTMENT

## TENDER DOCUMENT

For

**Works Contract for office work, which includes Computer Typing (Hindi & English), Computer Data punching, PFR/ MIV preparation and printing, PI/PE/PO/SRV tracking, document Photostat/ scanning/filing etc., Dak distribution/ Files movement within factory, Engineering Drawing upkeep and printing etc. in LMM & LMP, BHEL Jhansi**

Tender Enquiry No.

LMM/TE/5/01

Date 01.07.2015

<b>Contact Details</b>			
<b>Name</b>	<b>Designation</b>	<b>Tel No.</b>	<b>e-mail</b>
Sachin Kumar Modi	Sr. Engineer /LMP	0510-2412388	skmodi@bheljhs.co.in
B. N. Naik	DGM /LMM	0510-2412547	bннаik@bheljhs.co.in
K. D. Manjhi	AGM /LMM/P	0510-2412609	kd_manjhi@bheljhs.co.in

**I / We Agree with the above**

**(Signature of the Contractor**

**With Name, Designation & Seal)**

**Executive Incharge**



**BHARAT HEAVY ELECTRICALS LIMITED**  
(A Govt of India undertaking)  
**LOCOMOTIVE DIVISION (LMM), JHANSI - 284120**

**TENDER ENQUIRY NO: LMM/TE/5/01**

**DATE: 01.07.15**

**DETAILS OF TENDER DOCUMENT**

**Nature of work:** Works Contract for office work, which includes Computer Typing (Hindi & English), Computer Data punching, PFR/ MIV preparation and printing, PI/PE/PO/SRV tracking, document Photostat/ scanning/filling etc., Dak distribution/ Files movement within factory, Engineering Drawing upkeep and printing etc. in LMM & LMP, BHEL Jhansi”.

1. **BHEL JHANSI is in the process of finalizing the Works Contract for office work, which includes Computer Typing (Hindi & English), Computer Data punching, PFR/ MIV preparation and printing, PI/PE/PO/SRV tracking, document Photostat/ scanning/filling etc., Dak distribution/ Files movement within factory, Engineering Drawing upkeep and printing etc. in LMM & LMP, 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 Bidder (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 tenders, Contractor's Obligations, General Terms and Conditions with the signature of the tender on all the pages and complete in all respects super scribed as **“Quotation for Tender No LMM/TE/5/01, Dated 01/07/2015”** should reach us in a sealed cover on or before **29/09/2015 (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

- Note :** (i) *Incomplete offers are liable for rejection.*  
(ii) *Technical bid and price bid should be submitted in separate sealed envelopes.*  
*In case the bids are found in one single envelope then the “bids” are liable to be rejected.*



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**DATE: 01.07.15**

**TENDER DOCUMENT FOR**

Works Contract for office work, which includes Computer Typing (Hindi & English), Computer Data punching, PFR/ MIV preparation and printing, PI/PE/PO/SRV tracking, document Photostat/ scanning/filling etc., Dak distribution/ Files movement within factory, Engineering Drawing upkeep and printing etc. in LMM & LMP, BHEL Jhansi

1. BHEL Jhansi is in the process of finalizing the Works Contract and invites quotations from capable and interested bidders.
2. The tender document has been detailed as follows:

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



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**ANNEXURE - A**

**NOTICE INVITING TENDER**

<b>1</b>	<b>Scope of Work</b>	Works Contract for "office work, which includes Computer Typing (Hindi & English), Computer Data punching, PFR/ MIV preparation and printing, PI/PE/PO/SRV tracking, document Photostat/scanning/filing etc., Dak distribution/ Files movement within factory, Engineering Drawing upkeep and printing etc. in LMM & LMP, BHEL Jhansi
<b>2</b>	<b>Duration of Contract</b>	12 Months from the date of award of work
<b>3</b>	<b>Date and Time of Receipt of Tenders</b>	Upto 13.15 hrs on 29.09.2015
<b>4</b>	<b>Date and Time of Opening of Technical bids</b>	14.00 hrs on 29.09.2015
<b>5</b>	<b>Address for receipt/ issue of Tender</b>	DGM (LMM), Bharat Heavy Electricals Limited Jhansi, PIN-284120
<b>6</b>	<b>Earnest Money Deposit (EMD)</b>	Rs. 20000/- ( Rupees Twenty Thousand Only) <b>OR</b> One time EMD of Rs. 200000/- (Rupees Two Lakhs Only) The EMD is payable in the form of Demand Draft / Pay order in favour of BHEL, Jhansi and copy of receipt shall be enclosed along with tender form.
<b>7(a)</b>	In case of successful bidder, EMD will be converted and adjusted against the security deposit.	
<b>7(b)</b>	<b>EMD will be forfeited in following cases</b>	
<b>(i)</b>	After opening the tender, the bidder revokes his tender within the validity period or increases his quoted rate.	
<b>(ii)</b>	The bidder does not commence the work within the stipulated period as per LOI/ Contract. In case the LOI/contract is silent in this regard, then within 15 days after award of contract.	
<b>7(c)</b>	EMD given by all unsuccessful tenderers shall be refunded normally within 15 days of acceptance of award of work by successful tenderer.	
<b>7(d)</b>	EMD shall not carry any interest.	



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<b>8</b>	<b>Cost of Tender Document</b>	Cost	Rs. 200	In case the documents are downloaded from website payment shall be made through a Separate Demand Draft in favour of <b>"BHEL, Jhansi"</b> along with technical bid. In all other cases, receipt of payment made to BHEL, Jhansi to be enclosed.
		VAT (14.5%)	Rs. 29	
		Total	Rs. 229	
		(Rupees Two Hundred Twenty Nine only )		
<b>9</b>	<b>Security Deposit (SD)</b>	As per Annexure 'G'		

**Note:** THE CONTRACTOR SHOULD PERSONALLY VISIT THE WORKPLACE AND BE CONVERSANT WITH THE JOB BEFORE SUBMITTING THEIR BIDS.

FOR RELEVANT DETAILS PLEASE VISIT OUR WEBSITE [www.bhel.com](http://www.bhel.com)

**I / We Agree with the above**

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

**Executive Incharge**



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**ANNEXURE - B**

**WORK SPECIFICATION**

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

<b>Sr.</b>	<b>Activity</b>	<b>MU</b>	<b>Quantity per Year</b>
1	Computer Data Punching	No. of Punch	124000
2	Computer Typing - English	No. of Pages	1550
3	Computer Typing -Hindi	No. of Pages	930
4	PFR preparation and printing	No. of PFR	250
5	MIV Preparation	No. of MIV	15000
6	PI/PE/PO/SRV Tracking	No. of items	2200
7	Document photostat/scanning/filling etc.	No. of Pages	10000
8	Dak Distribution/Files movement within Factory	No. of Round	1860
9	Drawing upkeep	No. of Drawings	5000
10	Drawing printing from Print room	No. of Round	620

**2. Period of Contract: Period of contract shall be 1 year from award of contract.**



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**ANNEXURE - B**

3. **LD Clause:** For late completion of work, BHEL standard LD clause shall be applicable which is 0.5% per week or part thereof, subject to maximum 10% of contract value.
4. **Termination of contract:** Based on the time to time performance of the contractor, if the same is under par than that required by BHEL, Then BHEL will have the right to terminate the contract after giving due information of the same to the contractor at least 2 weeks in advance.

**I / We Agree with the above**

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**ANNEXURE - C**

<b>Sl.No.</b>	<b>Description of Qualifying requirement</b>	<b>Copy enclosed</b>
6.	The Contractor shall give an undertaking that he shall employ qualified workers having experience and knowledge of concerned work. Sufficient number of workers shall be deployed to carry out work as specified in tender. Minimum 5 workers shall be deployed daily to carry out above work smoothly.	Yes/No
7.	Self-Certificate/Declaration that the bidder is not blacklisted/ under hold/ banned or delisted by BHEL Jhansi or any unit/ office of BHEL on the date of tender (as per Annexure C1).	Yes/No
8.	Self-Declaration that he is not guilty by a Court of Law in India for any offence involving fraud, dishonesty and moral turpitude (as per Annexure C1).	Yes/No
9.	Blank Price Bid as per annexure "J"	Yes/No
10.	The documents required for legal entities under whose name and style Contractor has participated in the tender are as follows:  12.1) <u>Partnership Firm</u> : Partnership Deed registered at the office of Registrar of Firms.  12.2) <u>Company</u> : Certified copy Memorandum of Association, Article of Association and Incorporation Certificate.  12.3) <u>Society</u> : Registration certificate issued by Registrar of societies.  12.4) <u>Sole Proprietor-ship Firm</u> : Undertaking on oath (Rs. 100 stamp paper) that Proprietor is solely responsible for all rights and liabilities while working under the name and style of Sole Proprietorship firm namely ( _____ ).	

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

**I / We Agree with the above**

**( Signature of the Contractor  
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**ANNEXURE - C1**

## **Self Declaration**

1. I / We have never been found guilty by a court of law in India for any crimes of fraud, dishonesty or moral turpitude.
2. I / We have never been black listed by any BHEL unit or any other organization.
3. I / We undertake to abide by all statutory and regulatory requirements while carrying out work at BHEL Jhansi.
4. I / We will deploy qualified workers having experience and knowledge of concerned work. Sufficient number of workers shall be deployed to carry out work as specified in tender. Minimum 5 workers shall be deployed daily to carry out above work smoothly.

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



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**ANNEXURE – D**

**INSTRUCTIONS TO TENDERERS**

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

1. The tender is to be processed in two parts viz.1) Techno Commercial bid and 2) price/rate bid. The Technical Bid Application (Annexure - I) and its enclosures (along with the Contractor's Obligations, General Terms & Conditions and copies of qualifying requirements) must be submitted in one sealed envelope superscribed as "Tender for office work, which includes Computer Typing (Hindi & English), Computer Data punching, PFR/ MIV preparation and printing, PI/PE/PO/SRV tracking, document Photostat/ scanning/filling etc., Dak distribution/ Files movement within factory, Engineering Drawing upkeep and printing etc. in LMM & LMP, BHEL Jhansi **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 "Works Contract for office work, which includes Computer Typing (Hindi & English), Computer Data punching, PFR/ MIV preparation and printing, PI/PE/PO/SRV tracking, document Photostat/ scanning/filling etc., Dak distribution/ Files movement within factory, Engineering Drawing upkeep and printing etc. in LMM & LMP, BHEL Jhansi **PRICE BID**". Any other enclosures, which the tenderer wishes to submit, must be enclosed with the Technical Bid only. The price bid envelope should contain the rates only. Offers not in line with the above procedure or quoted in any other format is liable to be rejected/by passed.
2. Both the technical bid and price bid sealed envelopes must be again sent in a single envelope duly sealed and superscribed as "TENDER FOR office work, which includes Computer Typing (Hindi & English), Computer Data punching, PFR/ MIV preparation and printing, PI/PE/PO/SRV tracking, document Photostat/ scanning/filling etc., Dak distribution/ Files movement within factory, Engineering Drawing upkeep and printing etc. in LMM & LMP, BHEL Jhansi, TENDER NO **LMM/TE/5/01 DUE DATE OF OPENING 25.09.15**". 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. BHEL shall not take any responsibility if the bid is not dropped in the tender box before due time and date.
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 authorized 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



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**ANNEXURE – D**

whose technical bid has been accepted, in advance for witnessing the Price Bid opening.

4. All entries in the tender document should be in one ink. Corrections, over writing, cuttings, etc. will not be permitted. All the columns in the tender form should be filled without leaving blank in any page of the tender and all the pages must be duly signed & stamped by the tenderer before submission.
5. The price should be quoted in figures as well as in words. Price quoted in Price Bid shall be inclusive of all taxes & duties, all statutory requirements/ liabilities like PF/ESI/Bonus/Min. wages etc. However service Tax shall be payable extra as applicable.
6. The rate quoted will be valid for the period of contract.
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, conditions and rate.

**I / We Agree with the above**

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

**Executive Incharge**



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**ANNEXURE – E**

**TENDER EVALUATION CRITERIA**

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

1. The bid submitted by the Contractor shall be technically evaluated based on the documents submitted against the stated „Qualifying Requirements” mentioned at Annexure “C & I”. If necessary, BHEL officials may also visit the tenderer’s office & their client’s place to evaluate the capability and assess the performance. Capability of the Contractor will also be assessed on the basis of employees including supervisors on their rolls, machinery, equipment’s in its possession, previous track record, experience in other organizations, etc.
2. Successful techno commercial qualified bidder after the above process only will be invited for opening of the price bid.
3. The contractor(s) shall be awarded the work on over all L-1 basis if otherwise not specified in the tender.
4. In case of tie between two or more than two bidders for L1 price. Bids shall be called for discount on price offered in sealed envelope from all the L1 bidders.

**I / We Agree with the above**

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**ANNEXURE - F**

**CONTRACTOR'S OBLIGATIONS**

- A) Towards selection, control and supervision of employees**
- a) **Contractor shall decide the number of employees to be deployed** for execution of the work awarded to him and he or his authorized representative will be solely entitled to instruct such workers about the manner of carrying out the work as per the prescribed specifications and quality plan. As per previous experience minimum 5 workers are required to be deployed on daily basis to carry out scope of work mentioned in the tender.
  - b) Contractor **shall supervise the work** allotted to him and to be carried out by his employees.
  - c) **Age of workers: The contractor shall not employ any person who has not completed his 18 years. Also age of worker deployed should not exceed 60 years.**
  - d) 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.)**
  - e) Contractor to **maintain appropriate records of his employees** deployed to carry out the job(s). Contractor shall maintain neatly written, complete and legible registers, records, reports and returns for inspection by various authorities at short notice.
  - 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) **Discipline:** The Contractor shall be responsible for the discipline of his own employees deployed under the contract. In case of any loss to the BHEL Jhansi on account of indiscipline of employee then such loss shall be assessed and recovered from the running bills of the contractor or from the security deposit.
  - h) The contractor, on advice of authorized BHEL official, shall immediately remove any person employed by him, who may in the opinion of such authorized BHEL official is involved in misconduct. Such person shall not be re-employed by the contractor without prior permission.



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**DATE: 01.07.15**

**ANNEXURE - F**

- i) Contractor **will keep watch on his employees and he will be liable for any pilferage / loss to BHEL** due to acts of omission and commission by his employees. Similarly, liability for any compensation to outsiders on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with him.
- j) **Uniform:** The contractor shall be responsible to provide to his workers uniform and safety gears such as shoes, helmet and PPE. The uniform should be dark blue trousers and light blue shirt for males and dark blue trousers/*salwar* and light blue *kurta/ kameez/top* for female.  
The uniform should have logo of the contractor's firm/ company which shall be affixed by the contract labor on the left side of his pocket. The uniform shall be kept in neat, tidy and wearable condition.  
The stitching and logo charges should be borne by the contractor.  
Contractor shall ensure that the employees are in neat and tidy uniform and safety gear on duty.  
Penalty of 5% of monthly bill may be imposed if the workers are not found in prescribed uniform and safety gears.
- k) Contractor to ensure that **all precautions are taken for safety** of his employees and equipments. Contractor shall provide shoe, helmet, personal protective equipment & maintain the same at his own cost which may be required. Contractor shall ensure that his workers wear dungaree and other required safety appliances, apparels / equipments inside factory.  
  
In case any worker leaves the job or fresh worker is deployed then also providing helmets, shoes, tools and tackles, accident insurance etc. to the fresh worker shall be in contractor scope and no extra amount shall be payable to this account by BHEL.
- l) In the event of termination of contract for any reason whatsoever, the **contractor shall withdraw all his employees** from the establishment of BHEL. The last payment shall be released only after the Contractor has surrendered all passes to BHEL. In case it is found that the workers of the Contractor are inside the premises of BHEL with an invalid permit, the Contractor is liable for penal action. In case contractor decides to terminate services of his employees, he **should settle all terminal dues required**.
- m) **Bus Pass:** Contractor may apply for providing bus pass facility to his workmen. BHEL will consider such applications based on merits and availability of seats. Contractor would be responsible for depositing bus pass charges and penalties (if applied) of his/her workmen/staff etc. BHEL would have the right to deduct/recover the same in case of default by the contractor/supplier.



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**ANNEXURE - F**

- n) 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) Towards statutory liability**

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

**C) Towards Finance**

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

**I / We Agree with the above**

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

**Executive Incharge**



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**ANNEXURE - G**

**GENERAL TERMS & CONDITIONS FOR OPERATION OF WORKS CONTRACT.**

**1 SECURITY DEPOSIT :-**

- 1.1 Depending on value of contract awarded the amount of Performance Security bidder will have to deposit a Deposit shall be as following:

Upto Rs 10 Lakhs	10%
Above Rs 10 Lakhs & upto Rs 50 Lakhs	Rs.1.0 Lakh + 7.5% of the amount exceeding Rs 10 Lakhs
Above 50 Lakhs	Rs. 4.0 Lakhs + 5% of the amount exceeding Rs. 50 Lakhs.

The SD shall be deposited before the start of work.

- 1.2 The bidder shall submit the Security Deposit within 30 days of awarding of contract/ issue of Letter of Intent as following:-
- a) Pay Order, Demand Draft drawn in favor of M/s "Bharat Heavy Electricals Limited, JHANSI" valid for the period of contract.
  - b) Local Cheque of scheduled banks, subject to realization.
  - c) Securities available from Post Offices such as NSC, Kisan Vikas Patras etc. (Certificates to be held in the name of bidder furnishing the security and duly pledged in favor of BHEL, Jhansi and discharged on the back)
  - d) Bank Guarantee from scheduled Banks/Public Financial Institutions as defined in Companies Act. The Bank Guarantee format should have the approval of BHEL.
  - e) Fixed Deposit Receipt (FDR) issued by Scheduled Banks/Public Financial Institutions as defined in Company's Act. The FDR should be in the name of bidder; A/C BHEL JHANSI duly discharged on the back.
  - f) The SD can also be recovered at the rate of 10% from running bills. However in such cases at least 50% of the SD should be deposited before the start of work and balance 50% may be recovered from running bills.
  - g) All deposits in the form of bank instruments shall be caused to be submitted preferably through the issuing bank only and deposited with the Finance Deptt. of BHEL under receipt in duplicate with copy of receipt submitted to department.
  - h) The Security Deposit shall not carry any interest.
  - i) Contractor should deposit stamp duty, **before start of the contract**, on security deposit as per Stamp Duty Act



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**ANNEXURE - G**

**2 STAMP DUTY APPLICABLE AS PER INDIAN STAMP ACT 1899 IS AS FOLLOWS:-**

<b>Sl</b>	<b>Performance Security Deposit</b>	<b>Stamp Duty Applicable</b>
1.	Pay Order, Demand Draft, Local Cheque of scheduled banks	Rs 125/- per Rs.1000
2.	Securities available from Post Offices such as NSC, Kisan Vikas Patras etc and Fixed Deposit Receipt (FDR) issued by Scheduled Banks/Public Financial Institutions	Rs 70/- per Rs.1000
3.	Bank Guarantee from scheduled Banks/Public Financial Institutions	Rs.5/- per Rs.1000 limited to Rs.10,000/-

**3 LABOUR LICENCE AND OTHER REQUIREMENTS:-**

**3.1 Labour License**

- 3.1.1 Contractor shall apply for Form V to BHEL for obtaining labour license (if the number of workers deployed is more than 19) from appropriate government (as on date Central Government) and submit the same within one month from the date of award of the contract. Contractor shall possess separate valid Labour license from appropriate government for each contract in line with CL(R&A) Act before deploying their employees.
- 3.1.2 Contractor shall within 15 days of commencement of work-order submit Form VI-A to RLC office. The first & final bill shall be processed only on clearance regarding submission of Form VI-A by contractor.
- 3.1.3 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.

**3.2 Personal Accident Insurance Policy**

- 3.2.1 Contractor shall buy Personal Accident Insurance (24x7) policy for all of his employees deployed under the contract before the start of work. No employee should enter the BHEL factory premises or working area without insurance cover as stated below..
- 3.2.2 The policy should cover the accidental death of workers for 24 Hrs for all the seven days of week.



**BHARAT HEAVY ELECTRICALS LIMITED**  
(A Govt of India undertaking)  
**LOCOMOTIVE DIVISION (LMM), JHANSI - 284120**

**TENDER ENQUIRY NO: LMM/TE/5/01**

**DATE: 01.07.15**

**ANNEXURE - G**

- 3.2.3 The policy should be purchased from Govt. under taking company.
- 3.2.4 The coverage shall be of Rs. 5 lakhs per individual. The sum assured (Rs. 5 lakhs) shall become payable to the nominee/legal heir in the event of death due to accident of insured person.
- 3.2.5 In the event of death of any contract worker deployed by the contractor without proper insurance cover, the contractor shall be liable to pay Rs.5 lakhs to the nominee/ legal heir of such deceased contract worker.

**4 APPOINTMENT AND ENTRY IN FACTORY PREMISES :**

- 4.1 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
- 4.2 After submission of documents as in para 2.1, the contractor shall issue photo identity card to the labour and submit to HR department. This identity card shall be forwarded by HR department to CISF, which shall then authorize the labour to enter the factory premises initially for a period of one month.
- 4.3 The photo identity card shall have to be revalidated every three months on last working day of the month or any other date fixed to do so. In absence of such revalidation, duly forwarded by HR department, CISF shall not allow any labour to enter the premises of BHEL Jhansi.
- 4.4 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**.
- 4.5 The entry of contractor's workers in factory premise shall be through biometric/smart cards. The contractor shall ensure issuance of biometric/smart card through time office section of BHEL Jhansi. After the conclusion of works contract, the contractor shall collect these biometric cards from his workers and submit the same to Time Office Section through contracting department. In event of any contract worker leaving the service before completion of the contract, the contractor shall ensure return biometric card to BHEL Jhansi. In case of non-return of biometric card, Rs 200/(Rupees Two hundred only) per card shall be deducted from the Security Deposit of the contractor.



**BHARAT HEAVY ELECTRICALS LIMITED**  
(A Govt of India undertaking)  
**LOCOMOTIVE DIVISION (LMM), JHANSI - 284120**

**TENDER ENQUIRY NO: LMM/TE/5/01**

**DATE: 01.07.15**

**ANNEXURE - G**

**5 ATTENDANCE AND PAYMENT OF WAGES:-**

- 5.1 Contractor should maintain attendance register by recording daily attendance duly signed by both contractor and contract worker.
- 5.2 The contractor shall pay minimum wages as applicable of the Appropriate Government and in addition to minimum wages Rs.123.08, 142.31 & 157.69 per day for USW, SSW & SW respectively shall also paid to the employees as per their skill category. This additional amount will also attract all statutory deduction and payments.
- 5.3 The contractor shall issue pay slips to his workers, for the month deployed for undertaking activities under the contract, at least a day prior to disbursement of wages.
- 5.4 The contractor shall make payment to his own employees/ 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 employees shall not be subject to payment against the bills by BHEL.
- 5.5 The contractor shall remit the cheques favoring RPF and ESI Kanpur with the appropriate banks with such period as stipulated under relevant provisions. Last date for remittance of PF is 15<sup>th</sup> and that in case of ESI is 21<sup>st</sup> of each month.
- 5.6 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.
- 5.7 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 respect of all workers deployed by him against the contract, for each month separately, along with final bills.

**6 PAYMENT OF BILLS:-**

The payment of bills shall be done as per contract on completion of work/stage and duly certified by agency as defined in contract.

The contractor's 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 employees deployed by him under the 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 contract.
- d) Print of online challan along with ECR/ Contribution History of contributing contract workers for PF/ESI duly certified by the contractor.
- e) Wage payment sheet for the bill period as per annexure IV.



**BHARAT HEAVY ELECTRICALS LIMITED**  
(A Govt of India undertaking)  
**LOCOMOTIVE DIVISION (LMM), JHANSI - 284120**

**TENDER ENQUIRY NO: LMM/TE/5/01**

**DATE: 01.07.15**

**ANNEXURE - G**

- f) Copy of Form-5 and Form-10 (PF monthly returns) submitted by contractor to RPFC for billing month.
- g) Copy of Form 12A-regarding PF remittance
- h) List of CL covered under accident insurance policy
- i) Statement of material supplied by the contractor if any
- j) Copy of Labour License if increase in no. of employees deployed against Work Order if applicable.
- k) Copy of Challan of previous service tax paid
- l) Proof of Personal Accident Insurance Policy along with bill

The executing department shall pass the bills of the contractor, after thorough checking, along with requisite documents the bill in original and Service Tax Challan & documents as above forward them to Finance through HR department.

After checking the Labour Laws compliances with respect to the concerned contract, HR department after retaining copies of PF and ESI Challans and wage payment sheet pertaining to the relevant months, annexure IV etc., will forward the bill along with 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.

Finance department shall, on satisfactory compliance, and after deduction on account of Security deposit amount and TDS will make payment to the contractor.

**7 PROVIDENT FUND:-**

- 7.1 The contractor should get independent EPF code before deployment of his contract worker against work contract.
- 7.2 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.
- 7.3 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.
- 7.4 After termination of contract the contractor shall provide due assistance to the labour for withdrawal of PF/pension amount, when due.



**BHARAT HEAVY ELECTRICALS LIMITED**  
(A Govt of India undertaking)  
**LOCOMOTIVE DIVISION (LMM), JHANSI - 284120**

**TENDER ENQUIRY NO: LMM/TE/5/01**

**DATE: 01.07.15**

**ANNEXURE - G**

7.5 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.

7.6 PF CONTRIBUTION :

<u>Employee's Contribution</u>	<u>Employer's Contribution</u>	
12% of Normal wages paid (Coverage maximum Rs.15000/-	PF Contribution	3.67%
Employee's/ Employers Contribution).	Insp/Admn Charages	0.85% (Min. Rs. 500/monthly challan)
	Admn/Insp Charges	0.01% (Min. Rs. 200/monthly challan)
	Pension Fund	8.33%
	EDLI Charges	<u>0.5%</u>
	Total	<u>13.36%</u>

7.7 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.

**8 EMPLOYEES STATE INSURANCE:-**

8.1 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.

8.2 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.

8.3 The contractor shall facilitate collection of issued ESI cards by his worker.

ESI CONTRIBUTION :-

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

8.5 The Contractor shall submit annual returns in Form-6 prescribed under ESI Act, deployed by him with a copy to HR and finance department

8.6 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 XIII - Register of Workmen employed by contractors (Rule 75)
- (b) Form XIV - Employment Card issued by contractor (Rule 76)
- (c) Form XVI - Muster Roll 78(1) (a) (i)
- (d) Form XVII - Register of Wages (Rule 78 (1) (a) (i)
- (e) Form XVIII - Register of wages-cum Muster Roll (in case of weekly Payment)



**BHARAT HEAVY ELECTRICALS LIMITED**  
(A Govt of India undertaking)  
**LOCOMOTIVE DIVISION (LMM), JHANSI - 284120**

**TENDER ENQUIRY NO: LMM/TE/5/01**

**DATE: 01.07.15**

**ANNEXURE - G**

- (f) Form XIX - Wage Slip (Rule 78)(1) (b)
- (g) Form XX - Register of deduction for damages of loss (Rule (78)( 1) (a) (ii)
- (h) Form XXI - Register of fines (Rule 78) (1) (a) (ii)
- (i) Form XXII - Register of advance (Rule 78) (1) (a) (ii)
- (j) Form XXIII - Register of overtime (Rule 78) (1) (a) (iii)
- (k) Form XXIV - Return to be sent by the contractor to licensing officer (Rule 82)
- (l) Form XII – Register of Adult Workers
- (m) Form XIV – Leave with wage register
- (n) Form XV – Leave book

8.7 Contractor shall fully abide by the provisions of various applicable labour Act/laws and all other enactments as applicable for such contracts.

**9 BONUS:-**

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

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

10.1 Guidelines as per factories Act 1948 & U P factories Rules 1950 should be strictly observed with regard to crediting / availing of leave of absence. Register as prescribed under the said rules should be maintained by the contractor.

10.2 The contractor will give three paid National Holidays to his employees.

**11 INDEMNITY BOND/COMPLIANCE OF LEGAL PROVISION**

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

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



**BHARAT HEAVY ELECTRICALS LIMITED**  
(A Govt of India undertaking)  
**LOCOMOTIVE DIVISION (LMM), JHANSI - 284120**

**TENDER ENQUIRY NO: LMM/TE/5/01**

**DATE: 01.07.15**

**ANNEXURE - G**

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

**12 OTHER GENERAL TERMS AND CONDITIONS :-**

**12.1 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.

12.2 The work shall be supervised by the contractor or through the authorized representatives on day to day basis.

12.3 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.

12.4 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.

12.5 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 Contracting Deptt and verified by HR department.
- c. Certificate of payment of Bonus by Contracting Deptt and verified by 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.



**BHARAT HEAVY ELECTRICALS LIMITED**  
(A Govt of India undertaking)  
LOCOMOTIVE DIVISION (LMM), JHANSI - 284120

**TENDER ENQUIRY NO: LMM/TE/5/01**

**DATE: 01.07.15**

**ANNEXURE - G**

**13 RISK & COST:-**

If the Contractor fails to perform/execute the work within time or fail to perform as per the specification prescribed in tender or acted in violation to prescribed terms and conditions, BHEL-Jhansi shall be entitled to terminate the Contract and take recourse to alternate source to get the work done at the risk and cost of the Contractor. In such case Contractor shall make good the loss to BHEL. BHEL shall be entitled to recover the difference in cost, if any incurred by BHEL due to getting the work done from alternate source. However, in such case Contractor shall not be entitled for any gain.

**14 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.

**15 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.

**16 TERMINATION**

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

**17 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.



**BHARAT HEAVY ELECTRICALS LIMITED**  
(A Govt of India undertaking)  
LOCOMOTIVE DIVISION (LMM), JHANSI - 284120

**TENDER ENQUIRY NO: LMM/TE/5/01**

**DATE: 01.07.15**

**ANNEXURE - G**

**18 JURISDICTION**

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

**19 ARBITRATION :-**

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

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

**I / We Agree with the above**

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

**Executive Incharge**

# गेट पास आवेदन प्रपत्र

ANNEXURE - I (11)

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

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

## संविदा श्रमिक का व्यक्तिगत विवरण

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

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

संविदा श्रमिक का  
हस्ताक्षर युक्त फोटो  
(ठेकेदार द्वारा सत्यापित)

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

(संविदा श्रमिक के हस्ताक्षर/दिनांक)

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

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

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

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

## के० ओ० 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 ओ० सु० ब० द्वारा नवीकृत किया जायेगा।

हस्ताक्षर उप कमान्डेन्ट के० ओ० 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.



**TENDER ENQUIRY NO: LMM/TE/5/01****DATE: 01/07/2015**

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.												
6.												
7.												
8.												
9.												
10.												
11.												
12.												

SIGNATURE OF THE CONTRACTOR



**BHARAT HEAVY ELECTRICALS LIMITED**  
(A Govt of India undertaking)  
**LOCOMOTIVE DIVISION (LMM), JHANSI - 284120**

**TENDER ENQUIRY NO: LMM/TE/5/01**

**DATE: 01.07.15**

**ANNEXURE - H**

**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:-

Sr.	Activity	MU	Quantity per Year
1	Computer Data Punching	No. of Punch	124000
2	Computer Typing - English	No. of Pages	1550
3	Computer Typing -Hindi	No. of Pages	930
4	PFR preparation and printing	No. of PFR	250
5	MIV Preparation	No. of MIV	15000
6	PI/PE/PO/SRV Tracking	No. of items	2200
7	Document photostat/scanning/filling etc.	No. of Pages	10000
8	Dak Distribution/Files movement within Factory	No. of Round	1860
9	Drawing upkeep	No. of Drawings	5000
10	Drawing printing from Print room	No. of Round	620

3. Pursuant to completion of work against each activity, payment will be made to the contractor on the basis of (Rs./MU) work carried out by him against each activity duly certified by concerned executive.
4. All payments will be subject to deduction of income tax at source as per Income Tax as per the applicable Rules.
3. Measurement Book to be maintained by the contractor for the work carried out on daily basis & the same shall be verified by BHEL official, nominated for the same.

**I / We Agree with the above**

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

**Executive Incharge**



**BHARAT HEAVY ELECTRICALS LIMITED**  
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**LOCOMOTIVE DIVISION (LMM), JHANSI - 284120**

**TENDER ENQUIRY NO: LMM/TE/5/01**

**DATE: 01.07.15**

**ANNEXURE - I**

**PROFORMA FOR SUBMITTING TECHNICAL BID**

<b>ESSENTIAL DOCUMENTS</b>		
1	Name of the firm	
2	Address and Contact Numbers	
3	Name of the Proprietor	
4	Registration Number of the Firm	
	Copy of the Certificate	Enclosed / Not Enclosed
5	ESI Code Number	
	Copy of the Certificate	Enclosed / Not Enclosed
6	PAN/TAN Number	
7	Audited financial statement/ CA Certificate as per Tender	Enclosed / Not Enclosed
8	Service Tax Number(PAN Based)	
9.	Experience Certificate/Proof of execution/Registration details at BHEL, Jhansi for the relevant work specified or Supplier Code.	
10	No. of Workers including Supervisors on the rolls of the firm	
11	Earnest Money Deposit	Rs .
	D.D. Number & Date	
	Drawn on (Bank)	
12	Tender Cost	Rs.
	D.D. Number & Date	
	Drawn on (Bank)	
13	Validity of offer	120 days from the date of tender opening



**BHARAT HEAVY ELECTRICALS LIMITED**  
(A Govt of India undertaking)  
LOCOMOTIVE DIVISION (LMM), JHANSI - 284120

**TENDER ENQUIRY NO: LMM/TE/5/01**

**DATE: 01.07.15**

**ANNEXURE - I**

14	Blank Price bid format	Enclosed / Not Enclosed
15	Whether documents submitted as per Annexure 'C'	Yes/ No
<b>DESIRABLE DOCUMENTS</b>		
1	Labour Licence Number	
	Copy of the Licence	Enclosed / Not Enclosed
2	PF Code Number	
	Copy of the Certificate	Enclosed / Not Enclosed
3	Income tax return of last 3 years	Enclosed / Not Enclosed

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

Date:

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

*Our offer is liable to be rejected in case of incomplete documentation*

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

**I / We Agree with the above**

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

**Executive Incharge**



**BHARAT HEAVY ELECTRICALS LIMITED**  
(A Govt of India undertaking)  
LOCOMOTIVE DIVISION (LMM), JHANSI - 284120

**TENDER ENQUIRY NO: LMM/TE/5/01**

**DATE: 01.07.15**

**ANNEXURE - J**

**PRICE BID**

**Subject :-** Price Bid against your Tender Enquiry no. LMM/TE/5/01, dated 01.07.15.

Dear Sir,

1. The rate quoted for each activity is as follows:

Sr.	Activity	MU	Quantity per Year	Rate (in Rs.)	Value (in Rs.)
1	Computer Data Punching	No. of Punch	124000		
2	Computer Typing - English	No. of Pages	1550		
3	Computer Typing -Hindi	No. of Pages	930		
4	PFR preparation and printing	No. of PFR	250		
5	MIV Preparation	No. of MIV	15000		
6	PI/PE/PO/SRV Tracking	No. of items	2200		
7	Document photostat/ scanning/ filling etc.	No. of Pages	10000		
8	Dak Distribution/Files movement within Factory	No. of Round	1860		
9	Drawing upkeep	No. of Drawings	5000		
10	Drawing printing from Print room	No. of Round	620		
<b>Total</b>					

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

**Signature of Supplier** :

**Date** :

**Name** :

**Designation** :

**Seal** :