



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

TENDER ENQUIRY NO: FBM/TE/4/02

DATE: 12.06.14

TENDER DOCUMENT FOR SERVICE CONTRACT FOR ASSISTANCE IN FITTING, WELDING, DRILLING , SHIFTING & STOCKING OF SMALL COMPONENTS, SUB ASSEMBLED ITEMS AND ASSEMBLED JOBS FOR ONE YEAR IN BAY-1 & 2 OF FABRICATION SHOP

1. BHEL Jhansi is in the process of finalizing the “service contract for assistance in fitting, welding, drilling, shifting & stocking of small components, sub assembled items and assembled jobs for one year in Bay-1 & 2 of Fabrication shop” and invites quotations from capable and interested bidders.
2. The tender document has been detailed as follows:

| SN | Description | Annexure No. | No. of Pages |
|-----|---|--------------|--------------|
| 01. | Notice Inviting Tender | A | 3 |
| 02. | Work Specification | B | 2 |
| 03. | Qualifying Requirements | C + C1 | 2+1 |
| 04 | Instructions to Tenderers | D | 2 |
| 05. | Tender Evaluation Criteria | E | 1 |
| 06. | Contractors obligations | F | 4 |
| 07. | General Terms & Conditions(also comprises Annexure I,II,III & IV) | G | 8+4 |
| 08 | Criteria for measurement of work | H | 1 |
| 09 | Technical Bid | I | 3 |
| 10 | Price Bid | J(a) & (b) | 1+3 |
| 11 | Reverse Auction Terms & Conditions | K | 2 |
| 12 | Price Break up Sheet for Reverse Auction | L | 1 |



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

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

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

Tender No. FBM/TE/3/08 dated 12.06.2014
Tender Due date (date of opening): 08.07.2014



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The offer of the bidder (in a sealed cover) may be sent either through Registered / Speed post or the same may be dropped in the tender box available at the following address on or before **08.07.2014 (13.15 hours)**:

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

- Note :** (i) *Dropping of tender in the Tender Box within scheduled time and date is the responsibility of the bidder.*
- (ii) *Incomplete offers are liable for rejection.*
- (iii) *Technical bid and price bid should be submitted in separate sealed envelopes. In case the bids are found in one single envelope then the "bids" are liable to be rejected.*

Sd/-
(Santosh Kumar)
Engineer (FBM)

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



BHARAT HEAVY ELECTRICALS LIMITED
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ANNEXURE A

TENDER ENQUIRY NO: FBM/TE/4/02

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NOTICE INVITING TENDER

| | | |
|-------|---|--|
| 1 | Scope of Work | Service contract for assistance in fitting, welding, drilling, shifting & stocking of small components, sub assembled items and assembled jobs for one year in Bay-1 & 2 of Fabrication shop |
| 2 | Duration of Contract | One year from award of Contract. |
| 3 | Work Specification | As per Annexure ' B ' |
| 4 | Qualifying Requirements | As per Annexure ' C ' |
| 5 | Tender Evaluation Criteria | This is a two part bid wherein the technical bids shall be opened first and techno-commercially evaluated as per the evaluation criteria mentioned at Annexure ' E'. Later, only the technically & commercially qualified bidders shall be considered for price bid opening / reverse auction. |
| 6 | Date and Time of Receipt of Tenders | Upto 13.15 hrs on 08.07.2014 |
| 7 | Date and Time of Opening of Technical bids | 14.00 hrs on 08.07.2014 |
| 8 | Address for receipt/issue of Tender | AGM(FBM) Bharat Heavy Electricals Limited Jhansi, PIN-284129 |
| 9 | Earnest Money Deposit (EMD) | Rs.200000/- (Rupees Two Lakh Only) OR One time EMD of Rs. Two Lakh 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. |
| 10(a) | | In case of successful bidder, EMD will be converted and adjusted against the security deposit. |
| 10(b) | EMD will be forfeited in following cases | |
| (i) | | After opening the tender, the bidder revokes his tender within the validity period or increases his quoted rate. |
| (ii) | | The bidder does not commence the work within the stipulated period as per LOI/ Contract. In case the LOI/contract is silent in this regard, then within 15 days after award of contract. |
| 10(c) | | EMD given by all unsuccessful tenderers shall be refunded normally within 15 days of acceptance of award of work by successful tenderer. |
| 10(d) | | EMD shall not carry any interest. |



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ANNEXURE A

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| | | | | |
|-----------|--|--|---------|---|
| 11 | Cost of Tender Document | Cost | Rs 1000 | In case the documents are downloaded from website, payment shall be made through a Separate Demand Draft in favour of “ BHEL, Jhansi ” along with technical bid. In all other cases, receipt of payment made to BHEL, Jhansi to be enclosed. |
| | | VAT (14%) | Rs 140 | |
| | | Total | Rs 1140 | |
| | | (Rupees One thousand One Hundred Forty only) | | |
| 12 | Security Deposit (SD) | The successful bidder will have to deposit a Security deposit of Rs.4.00 Lakhs. In case the contract value exceeds Rs 50 lakhs, an additional amount of 5% of the value exceeding Rs.50 lakhs (over and above Rs 4 lakhs) shall also be deposited towards SD. The SD shall be deposited before the start of work. The SD is payable in the form of Demand Draft / Pay order in favour of BHEL,Jhansi. The EMD of the successful bidder shall be adjusted with the actual amount of security deposit. | | |
| 13 | BHEL reserves the right to accept or reject any of the bid / all bids or cancel/withdraw the invitation for bid without assigning any reason whatsoever and in such case no bidder/intending bidders shall have any claim arising out of such action by BHEL. | | | |
| 14 | The quantity indicated in the Work Specification (Annexure B) is a projection based on the present requirements. The quantity may increase / decrease based on BHEL’s order book position and production requirements. | | | |
| 15 | BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA. In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Annexure K is to be referred for terms and conditions of RA. | | | |
| 16 | In price bid format only the prices quoted in figures & words will be allowed. If any overwriting is done in the price quoted / any other addition is made/ any condition is added by the bidder in the price bid format and / or techno-commercial bid, then the offer may be liable for rejection. | | | |
| 17 | The tender shall be evaluated on total cost to BHEL. The total cost to BHEL shall be arrived at based on the cost for the overall package and shall be inclusive of service tax. The contract shall be awarded to the bidder who ranks L1 on total cost to BHEL. | | | |



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| | | |
|-----------|-----------------------|---|
| 18 | Execution of Contract | If awarded the contract, the Contractor shall deploy adequate competent manpower to perform the contract in Fabrication Shop. Depending upon the available load at the given point of time, the Contractor shall be informed in advance regarding the need (if any) for deploying adequate manpower for executing the work in a given month. |
| 19 | Payment | The Contractor shall record the attendance of the manpower deployed in Fabrication Shop and the same shall be vetted by the concerned Engineer of Fabrication Shop. The payment shall be made on quantum of work carried out by the manpower deployed by the Contractor during the month. Pursuant to due certification from the concerned Engineer(s), payment will be made to contractor on 'Rs/kg' basis. |
| 20 | Penal Clause | By the 7 th of every month, the Contractor shall make payment to the manpower deployed in Fabrication Shop during the previous month. Any delay in making the payment to its manpower will be viewed seriously and would invite penal action against the Contractor. |
| 21 | | In case of default by the L1 contractor while performing the contract, BHEL reserves the right to counter offer the L1 rate to other bidder(s) as per the order of their tender ranking for performance of the contract. This shall be done provided the L1 rate (evaluated on total cost to BHEL) is accepted by the L2 bidder. In case of non acceptance of the L1 rate, the counter offer of L1 rate shall be extended to the higher bidder(s) in the order of their tender ranking. |

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

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

I / We Agree with the above

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

Executive Incharge



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WORK SPECIFICATION

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

- a. The contractor shall be responsible for “assistance in fitting, welding, drilling, shifting & stocking of small components, sub assembled items and assembled jobs for one year in Bay-1 & 2 of Fabrication shop, BHEL, Jhansi”. The details are as under:

| Sl.No. | Assistance in following activities | Unit of Measurement | Quantum of Work |
|--------|--|---------------------|-----------------|
| 1 | Assistance in fitting, welding, drilling, shifting & stocking of small components, sub assembled items and assembled jobs for one year in Bay-1 & 2 of Fabrication shop. | Kg | 80,00,000.00 |

- b. The Contractor shall be responsible for complying with all the applicable statutory acts & laws.
- c. Contractor may be required to work in 3 –shifts. Contractor shall organize adequate work force to perform the contract.
- d. Contractor is advised to visit the work place to know the work content before submission of quotation.
- e. Contractor shall give undertaking for providing adequate manpower as per requirement of BHEL during execution of contract.
- f. Tenderer should confirm the following work related requirement:
- i) The Contractor shall depute adequate competent manpower for completion of the work within the stipulated time period. In order to ensure the proper



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credentials of the persons deployed for execution of the contract, the Contractor shall depute the manpower with the approval of the Head / FBM, BHEL, Jhansi.

- ii) If in the opinion of the concerned Engineer-in-Charge, the manpower employed by the Contractor is not adequate to complete the work, the Contractor shall increase the manpower as per the directions of the Engineer-in-Charge. Likewise, if in the opinion of the concerned Engineer-in-Charge, the manpower employed by the Contractor is to be reduced based on the available load at the given point of time, the Contractor shall decrease the manpower as per the directions of the Engineer-in-Charge.
- iii) The personal protective equipment, helmets, shoes, tools and tackles etc, group 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.
- iv) In case any worker leaves the job or fresh worker is deployed then also providing helmets, shoes, tools and tackles group insurance etc. to the fresh worker shall be in contractor scope and no extra amount shall be payable to this account by BHEL.

2. MEASUREMENT OF WORK & PAYMENT:

- a. The work shall be measured in terms of weight (Kilogram) and payment made on 'Rs/kg' basis.
- b. The payment shall be made every month, on receipt of the attendance record, duly certified by the concerned engineer of Fabrication Shop.
- c. All the payments will be subject to deduction of tax at source applicable as per law.

3. Estimated Quantum of Works: 80,00,000 Kg \pm 10%.

I/We agree with the above

Signature of Contractor with Seal

Executive Incharge



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ANNEXURE C

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QUALIFYING REQUIREMENTS

| Sl.No. | Description of Qualifying requirement | Copy enclosed |
|--------|--|----------------------|
| 1. | <p>1.1) Average Annual financial turnover during the last 3 years, ending 31st March of the previous years should be atleast Rs 20.52 lakhs approx. (Please attach Income tax return along with Balance sheet and Profit & Loss Account of last three financial years, ending 31st March of the previous year, or Certificate of CA)</p> <p style="text-align: center;">AND</p> <p>1.2) Work Experience : Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:-</p> <p>a. Three similar completed works each costing not less than the amount equal to Rs 20.52 lakhs approx. Or b. Two similar completed works each costing not less than the amount equal to Rs 30.79 lakhs approx. . Or c. One similar completed works each costing not less than the amount equal to Rs 51.31 lakhs approx. .</p> <p>Documentary proof (Completion Certificate / Proof of Completion) for the experience performance report issued by Customer for successful execution of the contract to be submitted. In case of experience in Private Sector relevant TDS Certificate must be attached as evidence.</p> <p>Similar works means all types of service contracts / works contracts.</p> | Yes/No Yes/No |
| 2. | Contractor Should have independent ESI Code number. | Yes/No |
| 3. | Contractor Should have PAN/TAN number. | Yes/No |
| 4. | Contractor Should have Service Tax number (PAN based) | Yes/No |
| 5. | The Contractor shall give an undertaking that he shall employ capable manpower for the concerned work. | Yes/No |
| 6. | Tender cost for Rs.1140/- (Rupees One thousand one hundred and forty only) payable through a Demand Draft in favour of "BHEL", Jhansi. | Yes/No |



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| Sl.No. | Description of Qualifying requirement | Copy enclosed |
|---------------|---|----------------------|
| 7. | EMD for Rs. 200000/- (Rupees Two Lakh Only) payable in the form of Demand Draft/Pay order in favour of BHEL Jhansi. | Yes/No |
| 8. | 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 |
| 9. | 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 |
| 10. | Blank Price Bid. | Yes/No |

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

I / We Agree with the above

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

Executive Incharge



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ANNEXURE C1

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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 blacklisted/under hold/banned or delisted by BHEL Jhansi or any unit/office of BHEL or any other organization on the date of tender.
3. I / We undertake to abide by all statutory and regulatory requirements while carrying out work at BHEL Jhansi.

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



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ANNEXURE D

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INSTRUCTIONS TO TENDERERS

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

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



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ANNEXURE D

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

I / We Agree with the above

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

Executive Incharge



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ANNEXURE E

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TENDER EVALUATION CRITERIA

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

1. The bid submitted by the bidder shall be checked for its completeness and technically evaluated based on the information and documents submitted against the stated 'Qualifying Requirements' mentioned at Annexure 'C' and Annexure '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, previous track record, experience in other organizations, etc.
2. After the above process, successful techno commercial qualified bidder(s) only will be invited for opening of the price bid / participating in Reverse Auction.
3. The total cost to BHEL shall be worked out for the overall package inclusive of service tax. Please also refer Sl.no. 17 of Annexure A . The contractor shall be awarded the work on over all L-1 basis if otherwise not specified in the tender.

I / We Agree with the above

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

Executive Incharge



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CONTRACTOR'S OBLIGATIONS

A) Towards selection, control and supervision of employees

- a) **Contractor shall decide the number of employees to be deployed** for execution of the work awarded to him and he or his authorized representative will be solely entitled to instruct such workers about the manner of carrying out the work as per the prescribed specifications and quality plan. In order to ensure the proper credentials of the persons deployed for execution of the contract, the Contractor shall depute the manpower with the approval of the Head / FBM, BHEL, Jhansi
- 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. acceptable to concerned department**.
- d) Contractor shall give an undertaking for providing the list of Un-skilled manpower to BHEL during execution of contract. The Contractor shall depute adequate manpower for completion of the work within the stipulated time period.
- e) The Contractor shall provide the list of manpower deployed and the same will be countersigned by the concerned Engineer In-charge of BHEL. If in the opinion of the concerned Engineer-in-Charge, the manpower employed by the Contractor is not adequate to complete the work, the Contractor shall increase the manpower as per the directions of the Engineer-in-Charge. Likewise, if in the opinion of the concerned Engineer-in-Charge, the manpower employed by the Contractor is to be reduced based on the available load at the given point of time, the Contractor shall decrease the manpower as per the directions of the Engineer-in-Charge.
- f) Contractor to **maintain appropriate records of his employees** deployed to carry out the job(s). Contractor shall maintain neatly written, complete and legible registers, records, reports and returns for inspection by various authorities at short notice.
- g) Contractor shall ensure Personal Accident Insurance (24x7) policy of Contract Workers from (Govt. under taking company). The coverage shall be of Rs. 5



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ANNEXURE F

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lakhs per individual. The coverage shall be of 24 Hrs. (Accidental Death cover). The sum assured (Rs. 5 lakhs) shall become payable to the nominee in the event of death of insured person. In the event of death of any contract worker deployed by the contractor without proper insurance cover, the contractor shall be liable to pay Rs. 5 lakhs to the nominee/ legal heir of such deceased contract worker. In case of extension of contract, premium of accidental insurance will be on actual subject to maximum of Rs. 300/- per individual per quarter. The contractor shall be responsible for suitable extension of accidental insurance during the extended period of contract. Gate pass of the contract labour shall be issued only after taking the Insurance Cover.

- h) Contractor will ensure that the **job is executed through his employees** on his rolls and under no circumstances the contractor will deploy any casual employee to carry out the job **nor shall sub-contract the job without prior written permission.**
- i) Contractor **will keep watch on his employees and he will be liable for any pilferage / loss to BHEL** due to acts of omission and commission by his employees. Similarly, liability for any compensation to outsiders on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with him.
- j) The Contractor has to provide to his workers uniform (dungaree) along with stitching charges, once every four months. The uniform should have badges bearing logo of the contractor's firm / company, which shall be affixed by the contract labour on the left side of his pocket. The uniform shall be kept in neat, tidy and wearable condition. There shall be no reimbursement of uniform, shoes in case of extension of contract.
- 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. Contractor shall ensure that his workers wear dungaree and other required safety appliances, apparels / equipments inside factory. There shall be no reimbursement of shoes, helmet, personal protective equipment in case of extension of contract.

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.



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- 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) Contractor shall within 5 days of commencement/completion of workorder submit Form VI-A to RLC office. The first & final bill shall be processed only on clearance regarding submission of Form VI-A & VI-B by contractor.
- n) 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.

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.
- c) Contractor shall ensure that his workers wear dungree, shoes, helmet and other required safety appliances, apparels / equipments at the work place otherwise deduction @ of 5% will be deducted from the bills.

C) Towards statutory liability

- a) As mentioned in the terms and conditions enclosed as Annexure 'G' of this tender.



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- 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. Any default by the Contractor in making timely payments would attract serious penal action.
- 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 and making payments to the manpower deployed by the Contractor. This includes supply of tools, tackles and equipments, if required, to his employees, materials, payment of wages to his employees etc. The personal protective equipment, helmets, shoes, tools and tackles etc, accidental insurance shall be provided by the contractor from the commencement of the contract for entire contract period . No separate reimbursement shall be made by BHEL to this account. Payment shall be made as per rates quoted by the contractor.

I / We Agree with the above

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

Executive Incharge



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

ANNEXURE G

TENDER ENQUIRY NO: FBM/TE/4/02

DATE: 12.06.14

GENERAL TERMS & CONDITIONS FOR OPERATION OF SERVICE CONTRACT.

1 LABOUR LICENCE AND OTHER REQUIREMENTS:-

- 1.0 Contractor should possess Labour licence in case of contractors working in BHEL, Jhansi and deploying 20 or more labours on any day, from the Appropriate Government (Central Govt.) for carrying out the various activities mentioned in the contract document.
- 1.1 The contractor shall deploy such number of workers in the premises of BHEL, Jhansi, as required for completion of the contract. The workers such deployed shall be his own workers.
- 1.2 In case the number of labour deployed by the contractor in premises of BHEL Jhansi exceeds the number of labour allowed in the licence then the contractor shall immediately inform the HR and concerned department. The contractor shall also apply to the licensing officer in the region for amendment in the licence within 7 days of exceeding the number of labours mentioned in the licence.
- 1.3 Regarding labour licence, the following has to be taken care of in case of contractors NOT working in BHEL, Jhansi or has less than 20 workers on his rolls.
- 1.3.A The contractor should possess valid labour licence issued by any licensing authority if he has deployed 20 or more workers in any organization.
- 1.3.B After being eligible to apply as above, if the contractor is awarded the contract then he should apply for Form-V from BHEL to obtain Labour Licence from Appropriate Government and submit the same within one month from the date of award of contract. Till then award will be treated as **PROVISIONAL**.
- 1.4 The contractor shall also have to submit copy of PAN card and latest IT return.
- 1.5 The contractor must possess Service Tax Registration number under relevant code head.
- 1.6 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.



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- (c) Copy of employment card issued by contractor to his own worker. – Annexure II
- 2.2 After submission of documents as in para 2.1, the contractor shall issue photo identity card to the labour and submit to HR department. This identity card shall be forwarded by HR department to CISF, which shall then authorize the labour to enter the factory premises initially for a period of one month.
- 2.3 The photo identity card shall have to be revalidated every three months on last working day of the month or any other date fixed to do so. In absence of such revalidation, duly forwarded by HR department, CISF shall not allow any labour to enter the premises of BHEL Jhansi.
- 2.4 The contractor shall maintain a register of persons employed by him in the format prescribed under Rule 75 of Contract Labour (R&A) Central Rules. A copy of this format is annexed as **annexure III**.
- 3.0 BILLS PAYMENT, ATTENDANCE AND PAYMENT OF WAGES**
- 3.1 The contractor shall pay minimum wages as applicable of the Appropriate Government and in addition to minimum wage Rs. 123.08 per day (which may vary) shall also be paid by the Contractor to his workers. This additional amount will also attract all statutory deduction and payments.
- 3.2 The contractor shall submit bills to the contracting department on 8th of each month subject to completion of work during the earlier month.
- 3.3 The contractors bills should be accompanied with the following.
- a) The contractor should maintain attendance register by recording daily attendance duly signed by both contractor & contract worker.
 - b) Copy of Measurement Book entries/Statement of work done by the Contractor
 - c) 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
 - d) PF and ESI challans for previous month- separate for concerned Works contract. Print of online challan alongwith list of contributing contract workers for ESI duly certified by the contractor.
 - e) Wage payment sheet for the bill period as per annexure IV.
 - 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 Licence if increase in no. of labours deployed against Work Order if applicable.



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- k) Copy of Challan of previous service tax paid
 - l) Proof of Personal Accident Insurance Policy alongwith bill
- 3.4 The executing department shall pass the bills of the contractor, after thorough checking , alongwith requisite documents the bill in original and Service Tax Challan & as in para 3.3 above, forward them to Finance through HR department latest by on or before 9th Day of the following month.
- 3.5 After checking the Labour Laws compliances of the concerned works contract with HR department and after retaining copies of PF and ESI Challans and wage payment sheet pertaining to current month, annexure IV etc., the executing department will forward the bill alongwith requisite documents (the bill in original and service tax challan) to finance department. Finance department shall on satisfactory compliances of stamp duty charges, service tax and security deposit amount, make payment as per contract.
- 3.6 Finance department shall, on satisfactory compliance, and after deduction on account of Security deposit amount and TDS will make payment to the contractor preferably within 60 days of submission of clean bill by the contractor.
- 3.7 The contractor shall make payment to the his own labours/contract workers before the expiry of the 7th day after the last day of the wage period in respect of which the wages are payable. The payment of wages to the workers shall **not** be subject to payment against the bills by BHEL.
- 3.9 The contractor shall remit the cheques favouring RPF and ESI in his respective region with the appropriate banks with such period as stipulated under relevant provisions. Last date for remittance of PF is 15th and that in case of ESI is 21st of each month.
- 3.10 The contractor shall make payment of wages to his workers preferably to their bank account(s). Else, the contract shall make payment of wages to his workers on due date in presence of an authorized representative of contracting department. The authorized representative shall retain a copy of wage payment sheet with him.
- 3.11 In cases where the payment to the contractor is due only after completion of work and the payment is not made monthly then the contractor shall have to produce documents as enumerated in para 3.3 above, in respect of all workers deployed by him against the contract, for each month separately, along with final bills.
- 4.0 Provident Fund**
- 4.1 The contractor should get independent EPF code before deployment of his contract worker against work contract.
- 4.2 The Contractor should allot PF account number and get the nomination form, duly filled in, from each worker deployed by him at the time of joining.



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- 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 :**

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

- 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 :-**

| Employee's Contribution | Employer Contribution |
|-------------------------|-----------------------|
| 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 :-



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

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

6.0 Bonus

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

7.0 Discipline

7.1 The Contractor shall be responsible for the discipline of his own labours deployed under the contract. In case of any loss to the BHEL Jhansi on account of indiscipline of contract labour then such loss shall be assessed and recovered from the running bills of the contractor or from the security deposit.

7.2 The contractor shall not employ any person who has not completed his 18 years of age and person who has attained 60 years of age.

7.3 The contractor, on advice of authorized BHEL official, shall immediately remove any person employed by him, who may in the opinion of such authorized BHEL official is involved in misconduct. Such person shall not be re-employed by the contractor without prior permission.

8.0 LEAVE WITH WAGES TO CONTRACT LABOUR :-

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



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9.0 INDEMNITY BOND/COMPLIANCE OF LEGAL PROVISION

- 9.1 BHEL Jhansi shall not be liable for any compensation whatsoever in the case of accident / injury to the person employed by the contractor coming in the premises of BHEL Jhansi. Contractor shall pay all claims / compensation / damages / penalty / fine or any amount payable to the individual / authorities payable due to accident / injury to the person employed by the Contractor.
- 9.2 That BHEL-Jhansi will not, in any manner be responsible for any act, omission or commission of the workers engaged by contractor and no claim in this respect will lie against BHEL-Jhansi. If any such claim is made against BHEL-Jhansi by any worker or his heirs engaged/employed by the contractor, which BHEL-Jhansi is obliged to discharge by virtue of any statute or any provision of law and rules due to mere fact of the workers of the contractor working at BHEL- Jhansi premises or otherwise, the contractor will be liable to indemnify/reimburse BHEL-Jhansi all the money paid in addition to the expenses incurred by him. The contractor must indemnify and keep indemnified BHEL-Jhansi against all losses and claims for injuries or damage to any person or property whatsoever which may arise of or in course of the operation of the contract and against all claims, demands, proceedings, damages, cost, charges and expenses whatsoever in respect of contingencies depicted herein shall be deemed as expected risk.
- 9.3 The Contractor has to make an agreement with BHEL in the format prescribed only on Rs. 100/- Non-Judicial Stamp Paper.

10.0 OTHER GENERAL TERMS AND CONDITIONS :-

10.1 Legal compliance

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

- 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.



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- 10.4 In the event of contractor abandoning the work or BHEL revoking the contract BHEL shall have a right to get incomplete work completed at contractor's risk and cost. BHEL shall have a right to terminate the contract at any time without assigning any reason thereof.
- 10.5 Security deposit will be released on submission of following certificates from departments mentioned as under:-
- Completion of work and certification of payment of minimum wages to contract labours from contracting department.
 - Certificate of compliance of labour laws from HR department.
 - Certificate of payment of Bonus by Contracting and HR Department
 - No-dues certificate regarding service tax payment, and any other dues liable to be remitted by contractor under financial laws, to Finance department
 - In case of non satisfactory performance of the contract, BHEL shall have a right of forfeiting the security deposit. In case of any dispute decision of concerned Head of the Department will be final

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

BHEL Reserve the following rights:-

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

11.1 CONFIDENTIALITY

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

11.2(A) TERMINATION

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



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11.2(B) SUSPENSION

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

11.3 JURISDICTION

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

11.4 ARBITRATION :-

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

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

I / We Agree with the above

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

Executive Incharge

गेट पास आवेदन प्रपत्र

ANNEXURE-I (11)

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

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

संविदा श्रमिक का व्यक्तिगत विवरण

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

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

संविदा श्रमिक का
हस्ताक्षर युक्त फोटो
(ठेकेदार द्वारा सत्यापित)

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

(संविदा श्रमिक के हस्ताक्षर/दिनांक)

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

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

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

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

के० 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.

FORM XIII

[See Rule 75]

Register of workmen employed by contractor

Name and address of contractor :

.....

Name and location of work :

Name and address of Establishment in/under :

which contract is carried on :

Name and address of Principal Employer :

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

STATEMENT OF THE CONTRACTOR FOR THE MONTH OF _____ 20____

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

| S.NO | NAME OF WORKER | CAT. | NORMAL DAYS | OT DAYS | GROSS WAGES | EMPLOYEES CONTRIBUTION DEDUCTION | | OTHER DEDUCTION | TOTAL RECOVERY | NET PAYABLE | EMPLOYER'S CONTRIBUTION | |
|------|----------------|------|-------------|---------|-------------|----------------------------------|-----------|-----------------|----------------|-------------|-------------------------|-----------|
| | | | | | | PF 12% | ESI 1.75% | | | | PF 13.61% | ESI 4.75% |
| 1. | | | | | | | | | | | | |
| 2. | | | | | | | | | | | | |
| 3. | | | | | | | | | | | | |
| 4. | | | | | | | | | | | | |
| 5. | | | | | | | | | | | | |
| 6. | | | | | | | | | | | | |
| 7. | | | | | | | | | | | | |
| 8. | | | | | | | | | | | | |
| 9. | | | | | | | | | | | | |
| 10. | | | | | | | | | | | | |
| 11. | | | | | | | | | | | | |
| 12. | | | | | | | | | | | | |
| 13. | | | | | | | | | | | | |
| 14. | | | | | | | | | | | | |
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| 17. | | | | | | | | | | | | |
| 18. | | | | | | | | | | | | |
| 19. | | | | | | | | | | | | |
| 20. | | | | | | | | | | | | |
| 21. | | | | | | | | | | | | |
| 22. | | | | | | | | | | | | |
| 23. | | | | | | | | | | | | |
| 24. | | | | | | | | | | | | |
| 25. | | | | | | | | | | | | |
| 26. | | | | | | | | | | | | |
| 27. | | | | | | | | | | | | |
| 28. | | | | | | | | | | | | |
| 29. | | | | | | | | | | | | |
| 30. | | | | | | | | | | | | |
| 31. | | | | | | | | | | | | |

SIGNATURE OF THE CONTRACTOR



BHARAT HEAVY ELECTRICALS LIMITED
(A Govt of India undertaking)
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ANNEXURE H

TENDER ENQUIRY NO: FBM/TE/4/02

DATE: 12.06.14

MEASUREMENT OF WORK AND PAYMENTS THERE OF.

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

| Sl.No. | JOB/ACTIVITY | UNIT OF MEASUREMENT (Kg) | QUANTUM OF WORK |
|---------------|--|---------------------------------|------------------------|
| | A | B | C |
| 1. | Assistance in fitting, welding, drilling, shifting & stocking of small components, sub assembled items and assembled jobs for one year in Bay-1 & 2 of Fabrication shop. | Kg | 80,00,000 |

3. Payments will be made to the contractor on the basis of work carried out by him on a monthly basis. The Contractor shall record the attendance of the manpower deployed in Fabrication Shop and the same shall be vetted by the concerned Engineer of Fabrication Shop. The payment shall be made on quantum of work carried out by the manpower deployed by the Contractor during the month. Pursuant to due certification from the concerned Engineer(s), payment will be made to contractor on 'Rs/kg' basis.
4. All payments will be subject to deduction of income tax at source as per IncomeTax as per the applicable Rules.
5. 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
(A Govt of India undertaking)
FABRICATION DIVISION (FBM), JHANSI - 284129

ANNEXURE I

TENDER ENQUIRY NO: FBM/TE/4/02

DATE: 12.06.14

PROFORMA FOR SUBMITTING TECHNICAL BID

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



BHARAT HEAVY ELECTRICALS LIMITED
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FABRICATION DIVISION (FBM), JHANSI - 284129

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| | | |
|-----|---|--|
| 10 | Valid VAT / TIN no. if material is supplied / consumed (Desirable) | |
| 11 | Experience Certificate (Essential) | |
| | Copy of the Certificate | Enclosed / Not Enclosed |
| 12. | No. of Workers including Supervisors on the rolls of the firm (Essential) | |
| 13. | Earnest Money Deposit (Essential) | Rs . |
| | D.D. Number & Date | |
| | Drawn on (Bank) | |
| 14. | Tender Cost (Essential) | Rs. |
| | D.D. Number & Date | |
| | Drawn on (Bank) | |
| 15. | Validity of offer | 120 days from the date of tender opening |
| 16 | Blank Price bid format (Essential) | Enclosed / Not Enclosed |



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| | | |
|------|---|---------|
| 17 | Whether documents submitted as per Annexure 'C' (Essential) | Yes/ No |
| 18 * | Acceptance for participating in Reverse Auction (Desirable) | Yes/No |
| 19 | Valid E-Mail Id (Desirable) | |

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

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

Date:

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



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ANNEXURE "J"(a)

TENDER ENQUIRY NO: FBM/TE/4/02

DATE: 12.06.14

PRICE BID

Subject :- Price Bid against your Tender Enquiry no. FBM/TE/4/02 for "Service contract for assistance in fitting, welding, drilling & shifting of small components, sub assembled items and assembled jobs for one year in bay-1 & 2 of fabrication shop," in BHEL, Jhansi.

Dear Sir,

1. Job Details:

| Sl.No. | JOB/ ACTIVITY | UM | QUANTUM OF WORK | RATE QUOTED/ UNIT(Rs.) | TOTAL VALUE(E=C * D) in Rs. |
|--------|---|----|-----------------|------------------------|-----------------------------|
| | A | B | C | D | E |
| 1 | Assistance in fitting, welding, drilling, shifting & stocking of small components, sub assembled items and assembled jobs for one year in Bay-1 & 2 of Fabrication shop | Kg | 80,00,000.00 | | |
| | | | Total | | |

2. The above value _____ (in words) indicated is for the total package and is derived from the total cost calculation at Sl. No. 18 of Annexure J(b). The total value is exclusive of Service Tax.

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

Signature of Supplier :

Date :

Name :

Designation :

Seal :



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ANNEXURE "J"(b)

TENDER ENQUIRY NO: FBM/TE/4/02

DATE: 12.06.14

BASIS OF OFFER

| SL | DETAILS | UNIT | COST (RS) |
|------|---|------------|------------|
| 1 | Technological man hours required | hours | 153760.00 |
| 2 | Technological man days required (fig. of Sl. No. 1 divided by 8) | Days | 19220.00 |
| 3 i | Minimum wages per day of appropriate government for USW as applicable as per the present rate of Rs. 265.62 | Rs. | 265.62 |
| 3 ii | Additional amount per day | Rs. | 123.08 |
| 4 | Total of wages per day (Sl. No. 3 i+ 3ii) | Rs. | 388.70 |
| 5 | Total Wages (Sl. No.2x 4) | Rs. | 7470814.00 |
| 6 | Provision of extra wages @ 5% of Sl. No. 5 | Rs. | 373540.70 |
| 7 | Contingency @ 6% of Sl.No.5 due to revision of DA Rates increase in minimum wages accordingly | Rs. | 448248.84 |
| 8 | Contingency @ 6% of Sl. No. 6 due to revision of DA Rates and increase in minimum wages accordingly. | Rs. | 22412.44 |
| 9 | Total contingency (Sl. No. 7+8) | Rs. | 470661.28 |
| 10 | PF/ED/Pension Employer's contribution @ 13.61% (Calculated on Amt. of Sl. No. 5 & 7, coverage of maximum Rs.6500/- [(Sl.No. 2 x 6500/-) / 310 of 13.61%] x 12 | Rs. | 658179.60 |
| 11 | ESI Employer's Contribution @ 4.75% (Calculated on Amt. of Sl. No. 5,6 & 9) | Rs. | 394963.26 |
| 12 | Provision for helmet, other safety items, uniforms, shoes, group insurance @ (Sl.No.2/310 x Rs.1175/-) | Rs. | 72850.00 |
| 13 | Provision of Personal Accident insurance (24x7) @ Rs.500/- (Sl.No.2/310 x Rs.500/-) | Rs. | 31000.00 |
| 14 | Contingency @ 20% of Sl. No. 13 | Rs. | 6200.00 |
| 15 | Total Sl. No. 5+6+9+10+11+12+13+14 | Rs. | 9478208.84 |
| 16 | Contractors commission @% of Sl no. 15 | | |
| 17 | Bonus @ Rs 3500 per worker (i.e. total man days at Sl. No. 2/310) for one year | Rs. | 217000.00 |
| 18 | Total of Sl. No. 15+16+17 | Rs. | |
| 19 | Service tax @ 12.36% of Sl. No. 18 | Rs. | |
| 20 | Total value of contract 18+19 | Rs. | |

Signature of Supplier :

Date :

Name :

Designation :

Seal :



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ANNEXURE "J"(b)

TENDER ENQUIRY NO: FBM/TE/4/02

DATE: 12.06.14

NOTE

(A) CONDITIONS FOR PRICE BID ANNEXURE "J" ENQUIRY NO FBM/TE/4/02

1. Technical bid and price bid should be submitted in separate sealed envelopes. In case the bids are found in one single envelope the "bids" are liable to be rejected.
2. All blank spaces i.e Row no. 16, 18, 19 and 20 of Annexure J (b) is to be filled in by the bidder. Based on the total value that is arrived at Row no 18 of Annexure J (b) , the bidder has to work out the price on ' Rs/kg' against each item of work and fill in the blank spaces in Columns ' D' and 'E' of Annexure J (a) accordingly. If any fixed figure in the price bid format is changed then the bid shall be summarily by-passed.
3. The total value of price bid that is the total of column ' E ' of Annexure J(a) should match/tally with figure at S.no. 18 of Annexure J(b). If these two values are different then the offer may be by-passed.
4. In case BHEL decides to conduct Reverse Auction, the bidder has to fill only the % age of contractor's commission at Sl no 15 of Annexure J(b). Annexure J(b) shall be provided as an excel sheet. In case the bidder is the successful (L1) in Reverse Auction, the bidder has to convert the total value that is derived at Sl no 18 of Annexure J(b), into ' Rs/kg' basis and submit the Price break up as per Annexure J(a). The total value of price bid that is the total of column ' E ' of Annexure J(a) should match/tally with figure at Sl .no. 18 of Annexure J(b). If these two values are different then the offer may be by-passed.
5. If any other addition is made or any condition is added by the bidder in the price bid format then the offer shall be by-passed.
6. Contractor has to comply with payment of minimum wages and other statutory levies as per provision of the respective acts.

(B) GUIDELINES FOR DEALING WITH "DISCREPANCY IN WORDS & FIGURES – QUOTED IN PRICE BID".

In case of non-conformities/errors/discrepancies are observed between the quoted prices in figures and that in words, following guidelines are to be followed:-

1. In the price structure quoted for service contract, if there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the tenderer there is an obvious misplacement of the



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decimal point in the unit price, in which case the total price as quoted shall be govern and the unit price corrected accordingly.

2. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 3. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
 4. If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the tenderer, the bid is liable to be ignored.
- (C) In case more than one contractor quoted the L1 (lowest and technically accepted) rates, the work may be awarded through draw of lots.

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

Date :

Signature & Name of Contractor with Seal

Executive Incharge



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Terms & Conditions of Reverse Auction

Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit "online sealed bid" in the Reverse Auction. Non-submission of "online sealed bid" by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.



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ANNEXURE K

TENDER ENQUIRY NO: FBM/TE/4/02

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10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL"s standard practice.
12. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the "Business Rules of Reverse Auction", which will be communicated before the Reverse Auction.
13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action *as per extant BHEL guidelines*, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
15. In case BHEL decides to go for reverse auction, the H1 bidder(s) (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.



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ANNEXURE L

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PRICE BREAKUP SHEET

| Sl.No. | JOB/ ACTIVITY | UM | QUANTUM OF WORK | RATE QUOTED/ UNIT(Rs.) | TOTAL VALUE(E=C * D) in Rs. |
|--------|---|----|-----------------|------------------------|-----------------------------|
| | A | B | C | D | E |
| 1 | Assistance in fitting, welding, drilling, shifting & stocking of small components, sub assembled items and assembled jobs for one year in Bay-1 & 2 of Fabrication shop | Kg | 80,00,000.00 | | |
| | | | Total | | |

Service Tax extra as applicable

Signature of bidder :

Date :

Name :

Designation :

Seal of company :