



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

TENDER ENQUIRY NO: FBM/TE/4/04

DATE: 04.08.14

**TENDER DOCUMENT FOR WORKS CONTRACT FOR ZINC
SPRAY GALVANIZING OF OUTSIDE SURFACE OF TANK BASE
FOR 15 NOS. OF TRANSFORMER TANKS, AT FBM, BHEL
JHANSI**

1. **BHEL Jhansi is in the process of finalizing the Works Contract for “Zinc Spray Galvanizing of Outside Surface of Tank Base for 15 Nos. of Transformer Tanks, at FBM, BHEL Jhansi” and invites quotations from capable and interested bidders.**
2. **The tender document has been detailed as follows:**

SN	Description	Annexure No.	No. of Pages
01.	Notice Inviting Tender	A	3
02.	Work Specification	B	2
03.	Technical Bid with Qualifying Requirements	C+C1	4+1
04	Instructions to Tenderers	D	2
05.	Tender Evaluation Criteria	E	1
06.	Contractors obligations	F	3
07.	General Terms & Conditions(also comprises Annexure I,II,III & IV)	G	8+4
08	Criteria for measurement of work	H	1
09	Price Bid	I	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	B	Work Specification	The acceptance to be given by the bidder by signing on all the pages
2	D	Instructions to the tenderer	
3	E	Tender Evaluation Criteria	
4	F	Contractor's Obligations	
5	G	General Terms and Conditions	
6	H	Measurement of Work and payments thereof	
7	C	Proforma for submitting Technical Bid	The information to be filled, necessary documents attached, and duly signed by the bidder on all the pages
8	Tender Cost		
Price Bid			
SL	Annexure No	Detail	Remarks
1	I	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/4/04 dated 04/08/2014
Tender Due date(date of opening) : 26/08/2014



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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 **26.08.2014 (13.15 hours)**:

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

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

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

Sd/-
(Santosh Kumar)
Sr. Engineer (FBM)

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



BHARAT HEAVY ELECTRICALS LIMITED
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ANNEXURE A

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NOTICE INVITING TENDER

1	Scope of Work	Works Contract for "Zinc Spray Galvanizing of Outside Surface of Tank Base for 15 Nos. of Transformer Tanks, at FBM, BHEL Jhansi, as per BHEL drawing no. 04561550545 read with drawing no. 24561550515" A representative drawing is enclosed. .		
2	Duration of Contract	12 Months from the date of 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, the price bid of only technically & commercially qualified bidders shall be opened		
6	Date and Time of Receipt of Tenders	Upto 13.15 hrs on 26.08.2014		
7	Date and Time of Opening of Technical bids	14.00 hrs on 26.08.2014		
8	Address for receipt/issue of Tender	AGM(FBM) Bharat Heavy Electricals Limited Jhansi,PIN-284129		
9	Earnest Money Deposit (EMD)	NIL		
10	Cost of Tender Document	Cost	Rs 200	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 28	
		Total	Rs 228	
		(Rupees Two Hundred and Twenty Eight only)		



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11	Security Deposit (SD)	<p>The successful bidder will have to deposit a Security deposit of Rs.19000/- only. The SD shall be deposited before the start of work.</p> <p>The SD is payable in the form of Demand Draft / Pay order in favour of BHEL,Jhansi.</p>
12	Delivery Period	<p>One week advance notice shall be given to the Contractor for starting the work.</p> <p>The tank after suitable dressing, cleaning and shot blasting, shall be handed over for zinc spray galvanizing. The work on the outside surface of the tank base should be completed within one day of handing over of the tank. .</p> <p>The timeliness of the delivery / delay in delivery, if any, shall be certified by the Engineer-in- charge.</p>
13	LD Clause	<p>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.</p>
14		<p>Pursuant to due certification from BHEL Quality, Payment will be made to contractor on 'Rs. /sq.mtr.' basis, preferably within 60 days of completion of the work for each Power Transformer Tank, based on the certification by the concerned Engineer-in-Charge, regarding the work executed by the Contractor towards completion of "Zinc Spray Galvanizing on the Tank base of Transformer Tanks".</p>
15		<p>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.</p>
16		<p>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. .</p>
17		<p>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.</p>
18		<p>Order may be split between the L1 and L2 bidders in the ratio of 60:40 considering the continuity of supplies as per BHEL delivery requirements. This shall be done provided the L1 rate (evaluated on total cost to BHEL) is accepted by the L2 bidder. In case of non acceptance of the L1 rate, the counter offer of L1 rate shall be extended to the higher bidder(s) in the order of</p>



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	their tender ranking. If some/all other bidder(s) do not accept the L1 rate, then order for balance quantity may also be placed on L1 bidder if found capable. BHEL reserves the rights for distribution of work depending on the progress.
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Note: SINCE A REPRESENTATIVE DRAWING HAS BEEN PROVIDED, THE CONTRACTOR MAY PERSONALLY VISIT THE WORKPLACE AND BE CONVERSANT WITH THE JOB BEFORE SUBMITTING THEIR BIDS.

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

I / We Agree with the above

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

Executive Incharge



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WORK SPECIFICATION

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

a. The contractor shall be responsible for "Zinc Spray Galvanizing of outside Surface of Tank Base for 15 Nos. of Transformer Tanks, at FBM, BHEL Jhansi, as per BHEL drawing no. 04561550545 read with drawing no. 24561550515". A representative drawing no. 04561550545 is enclosed for reference and the contractor shall execute the job as per the BHEL drawing. The scope of work includes Zinc Spray Galvanizing of the tank base to a thickness of 100 microns as per drawing and getting the jobs cleared by QC (BHEL) / Customer as per BHEL Quality Plan.

b. Only electricity, compressed air, Oxygen and required fuel gas, EOT Crane facility shall be provided by BHEL free of cost.

Machines / equipments, metal spraying gun, zinc wire, tools, consumables, etc. required for zinc spray galvanizing shall be arranged by vendor. In case an electric arc gun is used, the contractor shall ensure that it has the desirable volt ampere characteristics so as to maintain a stable arc condition. For the wire feed guns, there should be a provision for suitable adjustments of the feed speed of the wire. In contingency, in order to meet the job requirement, any additional resources if required shall be arranged the contractor at their cost.

c. The shot blasting of the area to be spray galvanized shall be arranged by BHEL and carried out in the presence of the contractor personnel. Immediately before spraying, it shall be clean, dry, free from grease, scale, rust, moisture, visible oxidation, or other foreign matter. The contractor shall check the surface prepared, and immediately carry out the zinc spray galvanizing without any delay

d. The chemical composition of the zinc metal to be sprayed shall conform to grade 99.95 percent purity as per IS 209:1979. The surface coating shall be of uniform texture and free from lumps, coarse area and loosely adherent material. It should not show any sign of degradation and should include no blisters or embedded foreign matter. Sealing and finishing coats wherever applied on zinc to provide additional protection should be applied without delay. Contamination of the sprayed surface with oil, grease, dirt, finger marks, etc shall be avoided.

The operating conditions, such as wire speed, air pressure, gas pressure, flame conditions, voltage and current levels recommended by the manufacturer of the equipment should be strictly adhered to. In particular the practice of increasing spraying rates over those recommended, by increasing gas pressure is to be avoided since this could give rise to poor results.

e. During the spraying operation, gun should be held at a distance from the surface as recommended by the equipment manufacturers (depending upon the equipment



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- and size of the wire being used) and coating is applied by uniformly traversing the gun in a regular manner.
- f. The sprayed metal coating shall be checked by BHEL QC / Customer. In case any defective area is noticed, you shall clean the defective area of all sprayed metal either by blasting or other suitable means, and re-prepare the surface conforming to the requirements, prior to re spraying. Where the defect has been solely due to too thin a coating, sprayed metal of the same quality may be added, provided that the surface has been kept dry and free from visible contamination.
- g. Inspection shall be done by BHEL-QC / Customer and proper record shall be maintained by the vendor. Inspection / clearance by BHEL-QC / Customer shall be the responsibility of the contractor. In addition, the Contractor shall be responsible for rework/ modifications in BHEL, as and when suggested by BHEL-QC / Customer.
- h. The Contractor shall be responsible for complying with all the applicable statutory acts & laws. The normal precautions against fumes and dust hazards, such as, wearing of masks and proper ventilation should be used.
- i. Contractor may be required to work in 3 –shifts. Contractor shall appoint supervisors and organize adequate work force of qualified and experienced personnel for execution of the work. Contractor shall give undertaking for providing skilled manpower during execution of contract.

2. MEASUREMENT OF WORK & PAYMENT:

- a. The work shall be measured in terms of area (sq.mtr) of surface zinc spray galvanized and payment shall be made on 'Rs /sq.mtr.'basis, as per designed area of the Transformer Tank Base to be zinc spray galvanized.
- b. The payment shall be made on completion of work and clearance by BHEL (QC) / Customer as per BHEL Quality Plan.
- c. All the payments will be subject to deduction of tax at source applicable as per law.
- 3. Estimated Quantum of Works: 150 sq.mtr. for 15 nos of Transformer Tanks .**

I / We Agree with the above

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

Executive In charge



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ANNEXURE C

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PROFORMA FOR SUBMITTING TECHNICAL BID

1	Name of the firm (Essential)	
2	Address and Contact Numbers (Essential)	
3	Name of the Proprietor (Essential)	
4	Registration Number of the Firm (Essential)	
	Copy of the Certificate	Enclosed / Not Enclosed
5	Labour Licence Number (Desirable)	
	Copy of the Licence	Enclosed / Not Enclosed
6	PF Code Number (Essential)	
	Copy of the Certificate	Enclosed / Not Enclosed
7	ESI Code Number (Essential)	
	Copy of the Certificate	Enclosed / Not Enclosed
8	Service Tax Number(PAN Based) (Desirable)	
	Copy of the Certificate	Enclosed / Not Enclosed
9	VAT / TIN No (since zinc material is in contractor scope) (Essential)	
	Copy of the Certificate	Enclosed / Not Enclosed



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ANNEXURE C

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10(1)	PAN/TAN Number (Essential)	
	Copy	Enclosed / Not Enclosed
10(2)	Income tax return for last 3 financial years (Essential)	Enclosed / Not Enclosed
11	Average Annual financial turnover during the last three financial ending 31 st March of the previous financial year, should be at least Rs Thirty eight thousand approx..(<i>Please attach Certificate of CA</i>) (Essential)	Enclosed / Not Enclosed
12	Experience of having successfully completed similar works (spray galvanizing)during last 7 years ending last day of the month previous to the one in which applications are invited should be either of the following:- a. Three similar completed works each costing not less than the amount equal to Rs 38.00 Thousand only. Or b. Two similar completed works each costing not less than the amount equal to Rs 57.00 Thousand only. Or c. One similar completed works each costing not less than the amount equal to Rs 95.00 Thousand only. 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. (Essential)	Enclosed / Not Enclosed



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13	Contractor shall give an undertaking that he shall employ skilled manpower for carrying out the galvanizing.	
	Copy of the Certificate	Enclosed / Not Enclosed
14	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) .	Enclosed / Not Enclosed
15	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).	Enclosed / Not Enclosed

16. Machines & equipment details such as Metal spray gun, equipments, etc. available with bidder

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

In case the bidder does not have the necessary facilities, he should enclose an undertaking that he would hire the facilities for the work and own responsibility for the quality and completion of the work.

17.	No. of Workers including Supervisors who will execute the work. (Essential)	
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18	Tender cost for Rs.228/-(Rupees Two hundred and Twenty Eight only) payable through a Demand Draft in favour of "BHEL", Jhansi. (Essential)	Rs.
	D.D. Number & Date	
	Drawn on (Bank)	
19	Validity of offer	120 days from the date of tender opening
20	Blank Price bid format (Essential)	Enclosed / Not Enclosed

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

** Documentary proof in support of above eligibility criteria are submitted along with the requirement sought. In case of incomplete documentation, our offer is liable to be rejected.*

Date:

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



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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 black listed by any BHEL unit or any other organization.
3. I / We undertake to abide by all statutory and regulatory requirements while carrying out work at BHEL Jhansi.

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



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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**". Cost of Tender Document or Documents required as per qualifying requirements must be enclosed. The second envelope duly sealed should contain the price bid (Annexure-J) only super scribed as "(Name of Work)----- **PRICE BID**". Any other enclosures, which the tenderer wishes to submit, must be enclosed with the Technical Bid only. The price bid envelope should contain the rates only. Offers not in line with the above procedure or quoted in any other format is liable to be rejected/by passed.
2. Both the technical bid and price bid sealed envelopes must be again sent in a single envelope duly sealed and superscribed as "TENDER FOR TENDER NO ---
----- DUE DATE OF OPENING ----- The same should be dropped in the tender box kept in the CISF gate of Administrative Building, BHEL, Khailar, Jhansi, within the specified date and time by the representative of the tenderer.
3. All tenderers can witness the opening of the Technical Bid. After evaluation of the Technical Bid which may involve visit to the tenderer's / clients place by authorised officials, price bids of only those tenderers who are technically found suitable will be opened on a subsequent date which will be informed to the concerned whose technical bid has been accepted, in advance for witnessing the Price Bid opening.
4. All entries in the tender document should be in one ink. Corrections, over writing, cuttings, etc. will not be permitted. All the columns in the tender form should be filled without leaving blank in any page of the tender and all the pages must be duly signed & stamped by the tenderer before submission.
5. The price should be quoted in figures as well as in words. Price quoted in Price Bid shall also be inclusive of all statutory requirements/liabilities like PF/ESI/Bonus/Min. wages etc. Taxes / Duties shall be extra.
6. The rate quoted will be valid for work to be done on all the 15 tanks.



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7. The work may have to be carried out intermittently based on the readiness of the tanks for spray galvanizing of the base. While BHEL shall try to make available the maximum number of tanks for spray galvanizing at a given period of time, the contractor should also be prepared to carry the work intermittently. The contract will commence from the date of intimation from BHEL to commence the work for the first tank and will close when work has been completed on all the 15 Tanks. The contract can be extended further on mutually agreed terms and conditions.

I / We Agree with the above

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

Executive Incharge



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DATE: 04.08.14

TENDER EVALUATION CRITERIA

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

1. The bid submitted by the Contractor shall be technically evaluated based on the documents submitted against the stated 'Qualifying Requirements' mentioned at Annexure 'C'. If necessary, BHEL officials may also visit the tenderer's office & their client's place to evaluate the capability and assess the performance. Capability of the Contractor will also be assessed on the basis of employees including supervisors on their rolls, machinery, equipments in its possession, previous track record, experience in other organizations, etc.
2. Successful techno commercial qualified bidder after the above process only will be invited for opening of the price bid .
3. The contractor(s) shall be awarded the work on over all L-1 basis if otherwise not specified in the tender. Please also refer Sl.no. 18 of Annexure A.

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



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ANNEXURE F

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

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

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

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

B) Towards supply of tools, tackles and materials

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



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C) Towards statutory liability

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

D) Towards Finance

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

I / We Agree with the above

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

Executive Incharge



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GENERAL TERMS & CONDITIONS FOR OPERATION OF WORKS CONTRACT.

1 LABOUR LICENCE AND OTHER REQUIREMENTS:-

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

2.0 APPOINTMENT AND ENTRY IN FACTORY PREMISES :

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



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- (b) Character certificate issued by District Magistrate's Office or Proof of remittance of fees for character certificate at District Magistrate's Office. Further he should submit the character certificate within 60 days failing which he will be discontinued.
- (c) Copy of employment card issued by contractor to his own worker. – Annexure II
- 2.2 After submission of documents as in para 2.1, the contractor shall issue photo identity card to the labour and submit to HR department. This identity card shall be forwarded by HR department to CISF, which shall then authorize the labour to enter the factory premises initially for a period of one month.
- 2.3 The photo identity card shall have to be revalidated every three months on last working day of the month or any other date fixed to do so. In absence of such revalidation, duly forwarded by HR department, CISF shall not allow any labour to enter the premises of BHEL Jhansi.
- 2.4 The contractor shall maintain a register of persons employed by him in the format prescribed under Rule 75 of Contract Labour (R&A) Central Rules. A copy of this format is annexed as **annexure III**.
- 3.0 BILLS PAYMENT, ATTENDANCE AND PAYMENT OF WAGES**
- 3.1 The contractor shall pay minimum wages as applicable of the Appropriate Government to his workers.
- 3.2 The contractor shall submit bills to the contracting department on completion of zinc spray galvanizing in each Power Transformer Tank.
- 3.3 The executing department shall pass the bills of the contractor after checking the documents and forward them to Finance through HR department.
- 3.4 After checking the Labour Laws compliances of the concerned works contract with HR department, the executing department will forward the bill alongwith requisite documents (the bill in original and tax challan) to finance department. Finance department shall on satisfactory compliances of stamp duty charges, tax and security deposit amount, make payment as per contract.
- 3.5 Finance department shall, on satisfactory compliance, and after deduction on account of Security deposit amount and TDS will make payment to the contractor preferably within 60 days of submission of clean bill by the contractor.
- 3.6 The contractor shall make payment to the his own labours/contract workers before the expiry of the 7th day after the last day of the wage period in respect of which the wages are payable. The payment of wages to the workers shall **not** be subject to payment against the bills by BHEL.



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- 3.7 The contractor shall remit the cheques favouring RPFC 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.
- 3.8 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.
- 3.9 In cases where the payment to the contractor is due only after completion of work and the payment is not made monthly then the contractor shall have to produce documents as enumerated in para 3.3 above, in respect of all workers deployed by him against the contract, for each month separately, along with final bills.

4.0 Provident Fund

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

4.6 PF CONTRIBUTION :

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



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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
1.75% of gross wages

Employer Contribution
4.75% of gross wages

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

5.6 The Contractor shall produce the following Registers and forms as per Contract Labour (R & A) Rules 1971 for verification by the Executing Officer of the company :-

- (a) **Form XII - Register of contractors(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.



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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.

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 statue 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.



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- 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.

- 10.4 In the event of contractor abandoning the work or BHEL revoking the contract BHEL shall have a right to get incomplete work completed at contractor's risk and cost. BHEL shall have a right to terminate the contract at any time without assigning any reason thereof.

- 10.5 Security deposit will be released on submission of following certificates from departments mentioned as under:-

- a. Completion of work and certification of payment of minimum wages to contract labours from contracting department.
- b. Certificate of compliance of labour laws from HR department.
- c. Certificate of payment of Bonus by Contracting and HR Department
- d. No-dues certificate regarding service tax payment, and any other dues liable to be remitted by contractor under financial laws, to Finance department
- e. In case of non satisfactory performance of the contract, BHEL shall have a right of forfeiting the security deposit. In case of any dispute decision of concerned Head of the Department will be final



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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.

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.



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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 या 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 औ० सु० ब० बल द्वारा नवीकृत किया जायेगा।

हस्ताक्षर उप कमान्डेन्ट के० औ० सु० ब० इकाई
बी० एच० ई० एल० झाँसी (30 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.												
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30.												
31.												

SIGNATURE OF THE CONTRACTOR



TENDER ENQUIRY NO: FBM/TE/4/04

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MEASUREMENT OF WORK AND PAYMENTS THERE OF.

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

Sl.No.	JOB/ACTIVITY	UNIT OF MEASUREMENT	QUANTUM OF WORK
1.	"Zinc Spray Galvanizing of Outside Surface of Tank Base for 15 Nos. of Transformer Tanks.	Sq. .mtr	10 sq.mtr. per Transformer Tank base x 15 nos= 150 sq.mtr..

3. Pursuant to completion of work against each Transformer Tank, payment will be made to the contractor on the basis of work carried out by him against each Transformer Tank duly cleared by BHEL-QC/ Customer as per BHEL Quality Plan. The area certified as per BHEL design shall be the basis to decide the work carried out by the contractor. The payment shall be on Rs / sq.mtr. basis along with any additional statutory levies.
4. All payments will be subject to deduction of income tax at source as per IncomeTax as per the applicable Rules.
3. Measurement Book to be maintained by the contractor for the work carried out 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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ANNEXURE I

TENDER ENQUIRY NO: FBM/TE/4/04

DATE: 04.08.14

PRICE BID

Subject :- Price Bid against your Tender Enquiry no. FBM/TE/4/04 for "Zinc Spray Galvanizing of Outside Surface of Tank Base for 15 Nos. of Transformer Tanks, at FBM, BHEL Jhansi.

Dear Sir,

1. Job Details:

JOB/ ACTIVITY	UNIT OF MEASUREMENT	QUANTUM OF WORK	RATE / SQM (Rs)
Zinc Spray Galvanizing of Outside Surface of Tank Base for 15 Nos. of Transformer Tanks as per BHEL drawing no. 04561550545	sq.mtr	150.00	

2. We are quoting minimum basic zinc spray galvanizing rate excluding taxes and duties

3. **Basic zinc spray galvanizing rate =**

` Rs . _____ per sq.mtr (in figures)

` Rupees per sq.mtr (in words)

Taxes & Duties extra @ _____ %

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 :

Designation:

Name :

Seal: