



Bharat Heavy Electricals Limited, Jhansi

Department: Works Engineering & Services

Tender Enquiry No: WEX/TE/6/07 Dt. . 16.07.2016

TD: 2016-17, Rev- 00



TENDER DOCUMENT

For Works Contract

For Tender Enquiry No. : WEX/TE/6/07 Dt. . 16.07.2016

For

AMC of Weighing Machines In BHEL Jhansi

(Work-Contract)

Contact Person:

Name: Sujeet Srivastava

Designation: Manager (WE&S)

Email: sujeet@bheljhs.co.in

PH: 0510-241-2499

Tender Due Date: 09/08/2016 at 13:15 Hrs

Tender Opening Date: 09/08/2016 at 14:00Hrs

Rev ð .. Date: ð .	Short details of revision (In case of revision in tender document, otherwise NA
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Department WE&S
BHEL, PO: BHEL, Jhansi 284120 (UP)



Bharat Heavy Electricals Limited, Jhansi

Department: Works Engineering & Services

Tender Enquiry No: WEX/TE/6/07 Dt. . 16.07.2016

TD: 2016-17, Rev- 00

DETAILS OF TENDER DOCUMENT

Nature of work: AMC of Weighing Machines In BHEL Jhansi(Work Contract).

1. BHEL-JHANSI is in the process of finalizing the Work Contract for : AMC of Weighing Machines In BHEL Jhansi (Work Contract).
2. The tender document has been detailed as follows:
 - a) Notice Inviting Tender (Annexure A)
 - b) Work Specifications (Annexure B)
 - c) Qualifying Requirements (Annexure C)
 - d) Instruction to Bidder (Annexure D)
 - e) Tender Evaluation Criteria (Annexure E)
 - f) Contractor's obligations (Annexure F)
 - g) Other General Terms and Conditions (Annexure G)
 - h) Criteria for measurement of work (Annexure H)
 - i) Technical Bid Application (Annexure I)
 - j) Price Bid (Annexure J)
 - k) Blank/Un-coted Price Bid (Annexure K)
 - l) Guideline dealing with discrepancy in words and numbers in Price Bid (Annexure L)

The duly filled in Technical and Price / Rate bids (Annexure I and J, separately) along with the instructions to the tenders, Contractor's Obligations, General Terms and Conditions with the signature of the tender on all the pages and complete in all respects super scribed as %Quotation for Tender No. WEX/TE/6/07 Dated 16.07.2016+ should reach us in a sealed cover on or before 09.08.2016 (13.15 hours) through Registered / Speed post or the same may be dropped in the tender box available at the following address:

To
Tender Box
CISF Control Room/Office
Administrative Building
Bharat Heavy Electricals Limited
Jhansi-284 120. UP

- Note: 1) Dropping of tender in the Tender Box within schedule time and date is the responsibility of the bidder.
- 2) Technical bid and price bid should be submitted in separate sealed envelopes; in case the bids found in one single envelope then the %bids+are liable to be rejected.



Bharat Heavy Electricals Limited, Jhansi

Department: Works Engineering & Services

Tender Enquiry No: WEX/TE/6/07 Dt. . 16.07.2016

TD: 2016-17, Rev- 00

TENDER DOCUMENTS

TENDER ENQUIRY NO: WEX/TE/6/07

DATE: 16.07.2016

CONTENTS

Sl. No.	Description	Annexure No.	Page no. (Please Specify as required)
01.	Notice Inviting Tender	A	Page No. 4
02.	Work Specifications/ Scope of Work	B	Page No. 5-6
03.	Qualifying Requirements	C	Page No. 7
04.	Instructions to Bidders	D	Page No. 8-9
05.	Tender Evaluation Criteria	E	Page No. 10
06.	Contractors obligations	F	Page No. 11-12
07.	Other General Terms & Conditions (with sub annexure I to IV)	G	Page No. 13-18
08.	Criteria for measurement of work	H	Page No. 19
09.	Technical Bid	I	Page No. 20-21
10.	Price Bid	J	Page No. 22
11.	Blank/Un-coted Price Bid	K	Page No. 23
12.	Guideline dealing with discrepancy in words and figures quoted in Price Bid	L	Page No. 24



Bharat Heavy Electricals Limited, Jhansi

Department: Works Engineering & Services

Tender Enquiry No: WEX/TE/6/07 Dt. . 16.07.2016

TD: 2016-17, Rev- 00

Annexure-‘A’

NOTICE FOR INVITING TENDER

Sl. No.	Particulars	Details
1	Brief Description of work	AMC of Weighing Machines In BHEL Jhansi(Work Contract).
2	Tender Evaluation Criteria	(as per Annexure E)
3	Duration of Contract	One Year
4	Last date of receipt of the Tender	Upto 13:15 hrs on 09/08/2016
5	Date of opening of Techno . Commercial Bid.	14:00 hrs on 09/08/2016
6	Address for submitting the Tender	(as on Page# 2)
7	Earnest Money Deposit * (EMD)	NIL
8	Cost of Tender	Rs. 200/- plus VAT (15%) = Total Rs. 230/- (payable in cash at BHEL cash office or through a Demand Draft in favor of %BHEL, Jhansi+along with technical bid, in case the documents downloaded from website)
9	Validity of Offer	120 Days
10	Security Deposit	As per Annexure G

Note:

*

EMD must be in the form of Demand Draft/ Banker's Cheque in favor of Bharat Heavy Electricals Limited, Payable at Jhansi and copy of receipt may be enclosed alongwith tender document. One Time EMD of Rs 2.00 Lakh can also be deposited. In case of successful tenderer EMD will be converted and adjusted against the Security deposit. In case of others the EMD shall be returned within 15 days of acceptance of award of work by the successful Tenderer.

The contractors may physically visit the work place before quoting their rates. For relevant details please visit our website %www.bhel.com+&www.bheljhs.co.in

We hereby accepted above (signature & seal of bidder)

Seal & Signature of BHEL contracting authority



Bharat Heavy Electricals Limited, Jhansi

Department: Works Engineering & Services

Tender Enquiry No: WEX/TE/6/07 Dt. . 16.07.2016

TD: 2016-17, Rev- 00

Annexure-'B'
Page 01 of 02

Nature of work: AMC of Weighing Machines In BHEL Jhansi (Work Contract).

WORK SPECIFICATION

DETAILS OF WORK

Sl. No.	JOB/ACTIVITY	UNIT OF MEASUREMENT	QUANTUM OF WORK (ANNUAL)
1	Lorry weighing electronic machine IPA make,40 Ton.	Nos.	01
2	Lorry weighing, mechanical machine,30Ton.	Nos.	01
3	Dial type mechanical weighing machine ,Avery make,05Ton.	Nos.	01
4	Dial type mechanical , weighing machine Avery make,02Ton.	Nos.	01
5	Dial type Electronic weighing machine IPA make,02Ton.	Nos.	01
6	Dial type mechanical weighing machine Avery make,01Ton.	Nos.	03
7	Mechanical weighing machine Avery make,500Kg.	Nos.	01
8	Mechanical weighing machine Avery make,300 Kg.	Nos.	01
9	Mechanical weighing machine Avery make,120 Kg.	Nos.	01
10	Portable 10 K.G Electronic weighing machine Sansui make	Nos.	01
11	Portable 1 K.G electronic weighing machine Sansui Make	Nos.	01
12	Dial type electronic weighing machine IPA Make,02Ton.	Nos.	01
13	Platform type electronic weighing machine ,Sansui Make,300 Kg.	Nos.	01
14	Maintenance and stamping of loose weights	Nos.	70



Bharat Heavy Electricals Limited, Jhansi

Department: Works Engineering & Services

Tender Enquiry No: WEX/TE/6/07 Dt. . 16.07.2016

TD: 2016-17, Rev- 00

Annexure-'B'
Page 02 of 02

Nature of work: AMC of Weighing Machines In BHEL Jhansi(Work Contract).

1. **Scope of work:**

- 1.1 All the machines shall be maintained in running condition.
- 1.2 Four periodical services shall be provided by the party during total contract period.
- 1.3 Unskilled labour and lifting tools shall be provided by BHEL.
- 1.4 Stamping shall be arranged by party only statutory fees shall be deposited by BHEL.
- 1.5 In case of any additional break down in machines, party has to depute their mechanic with out any additional charges.
- 1.6 All the required material spares, consumable shall be provided by BHEL.

2. **Location of Machines:**

- 2.1 All are installed at various locations in BHEL-Factory and Township.

3. **URGENT WORK.**

- 3.1 The party shall have to comply with the priorities fixed by the section in charge for taking urgent repair work.

4. **CANCELLATION OF CONTRACT IN FULL OR PART.**

- 4.1 Contract shall be liable for cancellation in full or part if the contractor:
 - 4.1.1 At any time makes defaults in proceeding with the work with due negligence and continuous to do so after a notice in writing or 7 days from the AGM (WE&S) BHEL, Jhansi.
 - 4.1.2 Commits defaults in complying with any of the terms and conditions mentioned in the contract.

5. **PERIOD OF CONTRACT.**

- 5.1 The period of contract will be twelve months.

6. **TERMS OF PAYMENT**

- 6.1. Payment will be made on six monthly bases after successfully completion of 2nd and last visit and on submission of the bill duly verified by the in charge.
- 6.2. Income Tax will be deducted from the each bill. This will be as per guideline of Govt. of India. At present 2.00 % income Tax will be deducted.
- 6.3 Service tax shall be payable extra over and above the value of the offer price quoted at the rates applicable (presently 15.00%) .



Bharat Heavy Electricals Limited, Jhansi

Department: Works Engineering & Services

Tender Enquiry No: WEX/TE/6/07 Dt. . 16.07.2016

TD: 2016-17, Rev- 00

Annexure-‘C’

QUALIFYING REQUIREMENTS

- 1) Should have PAN/TAN number. Copy of PAN/TAN to be submitted.
- 2) Should have Service Tax number (PAN based). Copy of Certificate issued by Excise Dept.
- 3) Should have VAT/TIN No. if material is supplied/ consumed. Certificate Issued by sales Tax Dept. to be enclosed.
- 4) Self-declaration that he is not blacklisted/under hold from BHEL Jhansi or banned by any unit/region/office of BHEL.
- 5) Self-Declaration that he should not be guilty by a Court of Law in India for any offence involving fraud, dishonesty and moral turpitude.
- 6) Blank Price Bid as per Annexure %~~+~~.
- 7) **Average Financial Turnover:**
 - 7.1) Average Annual financial turnover from during the last 3 years, ending 31st March, 2016 should be at least Rs.0.20 Lakh of the estimated cost. Duly audited Financial Statement/ Balance sheet / **Certificate from CA to be submitted as a supporting document.**
 - 7.2) If all balance sheets are not available for all three years than the average shall be calculated by dividing the sum of turnover of submitted balance sheets by three.
8. Experience of having successfully completed similar work (means erection/maintenance of Weighing Machines) during last 7 years ending 30th July, 2016 should be either of the following:-
 - a. Three similar completed works contracts for the work of erection/maintenance of Weighing Machines) during last 7 years ending 30th July, 2016 each costing not less than the amount equal to Rs. 0.26 Lakh.
Or
 - b. Two similar completed works contracts for the work of erection/maintenance of Weighing Machines) during last 7 years ending 30th July, 2016 each costing not less than the amount equal to Rs.0.33 Lacks.
Or
 - c. One similar completed work contracts for the work of erection/maintenance of Weighing Machines during last 7 years ending 30th July, 2016 each costing not less than the amount equal to Rs. 0.53 Lacks.
9. Documentary proof (Execution Certificate) for the experience to be submitted along with Technical Bid. In case of experience in Private Sector relevant TDS Certificate must be attached as evidence.
10. Documentary proof in support of above eligibility criteria along with EMD shall be submitted along with Techno Commercial Bid at Annexure %~~+~~.



Bharat Heavy Electricals Limited, Jhansi

Department: Works Engineering & Services

Tender Enquiry No: WEX/TE/6/07 Dt. . 16.07.2016

TD: 2016-17, Rev- 00

Annexure-‘D’

INSTRUCTIONS TO BIDDERS

(For Two Part Bid System)

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

- 1) The tender is to be submitted in two parts via. a) Techno Commercial bid and b) price/rate bid.
 - a) Techno-Commercial 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 superscripted with **“Tender for AMC OF WEIGHING MACHINES IN BHEL-JHANSI (Work Contract) TECHNOCOMMERCIAL BID”**. EMD/Cost of Tender Document or Documents required as per qualifying requirements must be enclosed.
 - b) Price Bid-The second envelope duly sealed should contain the price bid (Annexure-J) only super scribed as **“(AMC of Weighing Machines In BHEL Jhansi(Work Contract) “PRICE BID”**. Any other enclosures, which the bidder 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/bypassed.
- 2) Both the technical bid and price bid sealed envelopes must be again enclosed in a single envelope duly sealed and super scribed as **“TENDER FOR TENDER NO. (WEX/TE/6/07 Dt. 16.07.2016) DUE DATE OF OPENING 09 August-2016**. 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 bidder. It shall be the responsibility of bidder that the bid is dropped in tender box before the due date and time. BHEL shall not take any responsibility if the bid is not dropped in the tender box before due time and date.
- 3) All bidders can witness the opening of the Technical Bid. After evaluation of the Technical Bid which may involve visit to the bidders place by authorized officials, price bids of only those bidder 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 bidders before submission.



Bharat Heavy Electricals Limited, Jhansi

Department: Works Engineering & Services

Tender Enquiry No: WEX/TE/6/07 Dt. . 16.07.2016

TD: 2016-17, Rev- 00

- 5) 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. The price / rate should be quoted in figures as well as in words. In case of discrepancy in figures and/ or the decision shall be as per guide lines issued by BHEL Corporate MM.
- 6) The rate quoted will be valid for the period of contract.
- 7) The contract will commence on the date as applicable against the contract and shall be valid as per the validity period of the contract. The contract can be extended further on mutual agreement on same terms, conditions and rates.
- 8) BHEL may go for Reverse Auction after Techno-Commercial evaluation instead of submitted related Price Bid. Bidder should confirm participation in Reverse Auction along with Techno-Commercial Bid.



Bharat Heavy Electricals Limited, Jhansi

Department: Works Engineering & Services

Tender Enquiry No: WEX/TE/6/07 Dt. . 16.07.2016

TD: 2016-17, Rev- 00

Annexure-'E'

TENDER EVALUATION CRITERIA

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

1. BHEL officials may visit the bidders office & their clients place to evaluate the capability and assess the performance.
2. Capability of the Contractor will be assessed on the basis of employees including supervisors on their rolls, machinery, equipment in its possession, previous track record, experience in other organizations, etc.
3. Price Bids will be opened or participation in Reverse auction will be allowed to only Techno Commercially accepted bidders.
4. The contractor shall be awarded the work on overall L-1 basis if otherwise not specified in the tender document.
5. In case of tie between two or more than two bidders for L1 price. Bids shall be called for discount on price offered in sealed envelope from all the L1 bidders. In case of discrepancy in words and figures offered in price bid the decision shall be taken based on annexure %L+
6. In case where bidders have submitted ~~±~~ NIL charges/amount over and above the minimum wages as per the standard document, the bid shall be termed unresponsive will not be considered (in terms of provisions of Ministry of Finance, Dept. of Expenditure No. 29(1)/2014-PPD dated 29/1/2014)



Bharat Heavy Electricals Limited, Jhansi

Department: Works Engineering & Services

Tender Enquiry No: WEX/TE/6/07 Dt. . 16.07.2016

TD: 2016-17, Rev- 00

Annexure-'F'

CONTRACTOR'S OBLIGATIONS

A) CONTRACTUAL

Towards selection, control and supervision of employees

- 1) 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.
- 2) Contractor shall supervise the work allotted to him and to be carried out by his employees.
- 3) 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.
 - 3.1) Aadhar card is mandatory for contract labours for making of their gate pass for entry in BHEL premises.
 - 3.2) Supervisors of contracting firms who sign on behalf of contractors must have Power of Attorney to the same effect.
 - 3.3) Contractor are advised that contract labours must be employed without any discrimination on caste or creed basis
- 4) Age of workers : The contractor shall not employ any person who has not completed his 18 years. Also age of worker deployed should not exceed 60 years.
- 5) 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.
- 6) Discipline: The Contractor shall be responsible for the discipline of his own employees deployed under the contract. In case of any loss to the BHEL Jhansi on account of indiscipline of employee then such loss shall be assessed and recovered from the running bills of the contractor or from the security deposit.
- 7) 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.



Bharat Heavy Electricals Limited, Jhansi

Department: Works Engineering & Services

Tender Enquiry No: WEX/TE/6/07 Dt. . 16.07.2016

TD: 2016-17, Rev- 00

- 8) 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.
- 9) Contractor to ensure compliance of the instructions contained in safety guidelines issued by Safety Deptt. (HSE) of BHEL-Jhansi (Same can be downloaded from BHEL Jhansi website). The contractor has to ensure that all precautions are taken for safety of his employees and equipments.
- 10) In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees from the establishment of BHEL. In case contractor decides to terminate services of his employees, he should settle all terminal dues required.
- 11) 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 risk and cost. BHEL shall not have any liability for these tools, tackles, equipments or material.

B) Towards statutory liability

1. As mentioned in the terms and conditions enclosed as Annexure G of this contract.
2. 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.
3. The changes in the statutory liabilities as and when done by respective government/ agency shall be applicable to the contract labours deployed under the contract.

C) Towards Finance

Contractor to arrange his own finance for carrying out the job including supply of tools, tackles and equipments , if required, to his employees, materials, payment of wages to his employees etc. Rates to be as per price bid.



Bharat Heavy Electricals Limited, Jhansi

Department: Works Engineering & Services

Tender Enquiry No: WEX/TE/6/07 Dt. . 16.07.2016

TD: 2016-17, Rev- 00

Annexure-'G'

GENERAL TERMS & CONDITIONS FOR CONTRACTORS FOR DEPLOYMENT OF WORKERS UNDER WORKS CONTRACT

1. Security Deposit :

1.1 Depending on value of contract awarded the amount of Performance Security Deposit shall be as following:

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

1.2 The bidder shall submit the Performance Security Deposit within 30 days of awarding of contract/ issue of Letter of Intent as following:-

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



Bharat Heavy Electricals Limited, Jhansi

Department: Works Engineering & Services

Tender Enquiry No: WEX/TE/6/07 Dt. . 16.07.2016

TD: 2016-17, Rev- 00

Stamp duty applicable as per Indian Stamp Act 1899 is as follows:-

Sl. No.	Performance Security Deposit	Stamp Duty Applicable
1.	Pay Order, Demand Draft, Local Cheque of scheduled banks	Rs 125/- per Rs.1000
2.	Securities available from Post Offices such as NSC, Kisan Vikas Patras etc and Fixed Deposit Receipt (FDR) issued by Scheduled Banks/Public Financial Institutions	Rs 70/- per Rs.1000
3.	Bank Guarantee from scheduled Banks/Public Financial Institutions	Rs.5/- per Rs.1000 limited to Rs.10,000/-

2. 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.
- 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 the contractor shall issue photo identity card to the employee and submit to HR department. This identity card shall be forwarded by HR department to CISF, which shall then authorize the employee to enter the factory premises initially for a period of one month.

2.3 The photo identity card shall have to be revalidated every month on last working day of the month or any other date fixed to do so. In absence of such revalidation, duly forwarded by HR department, CISF shall not allow any employee to enter the premises of BHEL Jhansi.



Bharat Heavy Electricals Limited, Jhansi

Department: Works Engineering & Services

Tender Enquiry No: WEX/TE/6/07 Dt. . 16.07.2016

TD: 2016-17, Rev- 00

3. Indemnity Bond/ Compliance of Legal Provision/ Integrity Pact :

- a. 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.
- b. 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.
- c. The Contractor has to make an agreement with BHEL in the format prescribed only on Rs. 100/- Non-Judicial Stamp Paper.
- d. In case of contract estimate is equal to or more that Rs. 10 Corer Integrity Pact to be signed and submitted by the bidder along with the tender documents by the bidder.

4. Other General Terms and Conditions : (*Legal compliance*)

- a) 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 noncompliance 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 applicable is the responsibility of the contractor. For any default in compliance, the contractor shall be held responsible.
- b) The work shall be supervised by the contractor or through the authorized representatives on day to day basis.



Bharat Heavy Electricals Limited, Jhansi

Department: Works Engineering & Services

Tender Enquiry No: WEX/TE/6/07 Dt. . 16.07.2016

TD: 2016-17, Rev- 00

- c) 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.
- d) 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.
- e) Security deposit will be released on submission of following certificates from departments mentioned as under:-
 - i) Completion of work and certification of payment of minimum wages to employees from contracting department.
 - ii) Certificate of compliance of labour laws from Contracting Deptt and verified by HR department.
 - iii) Certificate of payment of Bonus by Contracting Deptt and verified by HR Department.
 - iv) No dues certificate from contractor regarding Service Tax payment & any other dues liable to remitted by contractor under Financial Laws to Finance department.
 - v) 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.

5. Risk & Cost :

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

6. 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.



Bharat Heavy Electricals Limited, Jhansi

Department: Works Engineering & Services

Tender Enquiry No: WEX/TE/6/07 Dt. . 16.07.2016

TD: 2016-17, Rev- 00

7. 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 authorized personnel strictly on a need know basis, without the prior written permission of BHEL.

8. 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.

9. 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.

10. Jurisdiction :

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

11. 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 (BHEL Jhansi).

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.



Bharat Heavy Electricals Limited, Jhansi

Department: Works Engineering & Services

Tender Enquiry No: WEX/TE/6/07 Dt. . 16.07.2016

TD: 2016-17, Rev- 00

Annexure-'H'

MEASUREMENT OF WORK AND PAYMENTS THEREOF

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 (ANNUAL)
1	Lorry weighing electronic machine IAP make,40 Ton.	Nos.	01
2	Lorry weighing, mechanical machine,30Ton.	Nos.	01
3	Dial type mechanical weighing machine ,Avery make,05Ton.	Nos.	01
4	Dial type mechanical , weighing machine Avery make,02Ton.	Nos.	01
5	Dial type Electronic weighing machine IAP make,02Ton.	Nos.	01
6	Dial type mechanical weighing machine Avery make,01Ton.	Nos.	03
7	Mechanical weighing machine Avery make,500Kg.	Nos.	01
8	Mechanical weighing machine Avery make,300 Kg.	Nos.	01
9	Mechanical weighing machine Avery make,120 Kg.	Nos.	01
10	Portable 10 K.G Electronic weighing machine Sansui make	Nos.	01
11	Portable 1 K.G electronic weighing machine Sansui Make	Nos.	01
12	Dial type electronic weighing machine IAP Make,02Ton.	Nos.	01
13	Platform type electronic weighing machine ,Sansui Make,300 Kg.	Nos.	01
14	Maintenance and stamping of loose weights	Nos.	70

3. Payments will be made to the contractor on the basis of work carried out by him.
4. All payments will be subject to deduction of income tax at source as per Income Tax as per the applicable Rules.
5. Measurement Book to be maintained for the work carried out periodically by the contractor & the same shall be verified by BHEL official, nominated for the same.



Bharat Heavy Electricals Limited, Jhansi

Department: Works Engineering & Services

Tender Enquiry No: WEX/TE/6/07 Dt. . 16.07.2016

TD: 2016-17, Rev- 00

Annexure-'I'
Page 01 of 02

Name Of Work: AMC of Weighing Machines In BHEL Jhansi (Work Contract)

PROFORMA FOR SUBMITTING TECHNICAL BID FOR -----

(A) Essential Documents Required :

1. Name of the firm : _____
(Documents as per clause 12 of annexure 'C' to be attached)
2. Name of the Proprietor/Partners : _____
3. Address and Contact Numbers : _____
4. PAN/TAN Number : _____
5. Service Tax Number(PAN Based) : _____
6. Audited financial statement/CA Certificate as per tender : Enclosed / Not Enclosed
7. Experience Certificate: _____ Enclosed / Not Enclosed
(Along with necessary enclosures as per tender to be submitted)
8. No. of Workers including Supervisors on the rolls of the firm : _____
9. Earnest Money Deposit : Rs. _____
(a) D.D. Number & Date : _____ Date : _____
(b) Drawn on (Bank) : _____
10. Any other relevant information : _____



Bharat Heavy Electricals Limited, Jhansi

Department: Works Engineering & Services

Tender Enquiry No: WEX/TE/6/07 Dt. . 16.07.2016

TD: 2016-17, Rev- 00

Annexure-'J'

TENDER ENQUIRY No. : WEX/TE/6/07

DATE: 16.07.2016

PRICE BID

- a. Nature of Work : AMC of Weighing Machines In BHEL Jhansi (Work Contract).
b. Name of Firm :- _____

Sl.No.	JOB/ACTIVITY	UNIT OF MEASUREMENT	QUANTUM OF WORK	RATE QUOTED/UNIT (Rs.)	TOTAL VALUE (F=D*E) (Rs.)
(A)	(B)	₹(C)	(D)	(E)	(F)
1	Lorry weighing electronic machine IPA make,40 Ton.	Nos.	01		
2	Lorry weighing, mechanical machine,30Ton.	Nos.	01		
3	Dial type mechanical weighing machine ,Avery make,05Ton.	Nos.	01		
4	Dial type mechanical , weighing machine Avery make,02Ton.	Nos.	01		
5	Dial type Electronic weighing machine IPA make,02Ton.	Nos.	01		
6	Dial type mechanical weighing machine Avery make,01Ton.	Nos.	03		
7	Mechanical weighing machine Avery make,500Kg.	Nos.	01		
8	Mechanical weighing machine Avery make,300 Kg.	Nos.	01		
9	Mechanical weighing machine Avery make,120 Kg.	Nos.	01		
10	Portable 10 K.G Electronic weighing machine Sansui make	Nos.	01		
11	Portable 1 K.G electronic weighing machine Sansui Make	Nos.	01		
12	Dial type electronic weighing machine IPA Make,02Ton.	Nos.	01		
13	Platform type electronic weighing machine ,Sansui Make,300 Kg.	Nos.	01		
14	Maintenance and stamping of loose weights	Nos.	70		
				Total	

Signature of contractor

22

We hereby accepted above (signature & seal of bidder)

Seal & Signature of BHEL contracting authority



Bharat Heavy Electricals Limited, Jhansi

Department: Works Engineering & Services

Tender Enquiry No: WEX/TE/6/07 Dt. . 16.07.2016

TD: 2016-17, Rev- 00

Annexure-'K'

BLANK / UN-COATED PRICE BID

a. Nature of work: AMC of Weighing Machines In BHEL Jhansi (Work Contract

b. Name of the firm :- _____

Sl.No.	JOB/ACTIVITY	UNIT OF MEASUREMENT	QUANTUM OF WORK	RATE QUOTED/UNIT (Rs.)	TOTAL VALUE (F=D*E) (Rs.)
(A)	(B)	₹(C)	(D)	(E)	(F)
1	Lorry weighing electronic machine IPA make,40 Ton.	Nos.	01	-----	-----
2	Lorry weighing, mechanical machine,30Ton.	Nos.	01	-----	-----
3	Dial type mechanical weighing machine ,Avery make,05Ton.	Nos.	01	-----	-----
4	Dial type mechanical , weighing machine Avery make,02Ton.	Nos.	01	-----	-----
5	Dial type Electronic weighing machine IPA make,02Ton.	Nos.	01	-----	-----
6	Dial type mechanical weighing machine Avery make,01Ton.	Nos.	03	-----	-----
7	Mechanical weighing machine Avery make,500Kg.	Nos.	01	-----	-----
8	Mechanical weighing machine Avery make,300 Kg.	Nos.	01	-----	-----
9	Mechanical weighing machine Avery make,120 Kg.	Nos.	01	-----	-----
10	Portable 10 K.G Electronic weighing machine Sansui make	Nos.	01	-----	-----
11	Portable 1 K.G electronic weighing machine Sansui Make	Nos.	01	-----	-----
12	Dial type electronic weighing machine IPA Make,02Ton.	Nos.	01	-----	-----
13	Platform type electronic weighing machine ,Sansui Make,300 Kg.	Nos.	01	-----	-----
14	Maintenance and stamping of loose weights	Nos.	70	-----	-----
				Total	

Signature of contractor



Bharat Heavy Electricals Limited, Jhansi

Department: Works Engineering & Services

Tender Enquiry No: WEX/TE/6/07 Dt. . 16.07.2016

TD: 2016-17, Rev- 00

Annexure-'L'

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:-

- (a) 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 decimal point in the unit price, in which case the total price as quoted shall be govern and the unit price corrected accordingly.
- (b) 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.
- (c) 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.
- (d) 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.

IN CASE MORE THAN ONE CONTRACTOR QUOTED THE L 1 (LOWEST AND TECHNICALLY ACCEPTED) RATES, THE WORK MAY BE AWARDED THROUGH DRAW OF LOTS.