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**BHARAT HEAVY ELECTRICALS LIMITED**

**(A Government of India Undertaking)**

**P.O. BHEL Jhansi 284120**

Department: Works Engineering & Services

TENDER DOCUMENT FOR THE WORK OF

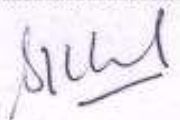
**Inspection, Testing and issue of Statutory Test Certificate for EOT/ Mobile Crane  
upto 125 MT and Steel Wire Slings in BHEL Jhansi.**

(Work Contract)

(Total Pages: 31 Nos.)

Tender Enquiry No. WEX/TE/5/12/, Dt. 14.10.15  
Due date of Tender opening (Only Technical): 06.11.15

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

  
AGM (WE&S)



**BHEL JHANSI**  
**Tender Documents**

**TENDER ENQUIRY NO: WEX/TE/5/12/**

**DATE: 14.10.15**

**DETAILS OF TENDER DOCUMENT**

**Nature of work:** Inspection, Testing and issue of Statutory Test Certificate for EOT/ Mobile Crane up to 125 MT and Steel Wire Slings in BHEL Jhansi (Work Contract).

1. BHEL Jhansi is in the process of finalizing the Work Contract for: Inspection, Testing and issue of Statutory Test Certificate for EOT/ Mobile Crane up to 125 MT and Steel Wire Slings in BHEL Jhansi .
2. The tender document has been detailed as follows:
  - a) Notice Inviting Tender (Annexure A)
  - b) Work Specifications (Annexure B)
  - c) Qualifying Requirements (Annexure C)
  - d) Instruction to Tenderers (Annexure D)
  - e) Tender Evaluation Criteria (Annexure E)
  - f) Contractor's obligations (Annexure F)
  - g) Other General Terms and Conditions (Annexure G)
  - h) Criteria for measurement of work (Annexure H)
  - i) Technical Bid Application (Annexure I)
  - j) Price Bid ( Annexure J)
  - k) Blank/un-coated price bid ( Annexure K)
  - l) Guidelines for 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/5/12/, DATED 14.10.15" should reach us in a sealed cover on or before 06.11.15(13:15 hours) through Registered / Speed post or the same may be dropped in the tender box available at the following address:

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

**Note:** Dropping of tender in the Tender Box within schedule time and date is the responsibility of the bidder.

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

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**NOTICE INVITING TENDER**

**TENDER ENQUIRY NO: WEX/TE/5/12/**

**DATE: 14.10.15**

1. **DETAIL OF WORK:** Inspection, Testing and issue of Statutory Test Certificate for EOT/ Mobile Crane up to 125 MT and Steel Wire Slings in BHEL Jhansi (Work Contract).
2. Tender Evaluation Criteria : As per Annexure - E
3. Duration of the Contract : One Year or completion of total work which ever is earlier
4. Other specific requirements : As per Tender
5. Last date of receipt of the Tender : up to 13:15 hours on dt.06.11.15
6. Date of opening of Techno Commercial Bid : 14:00 hours on dt.06.11.15
7. Address for receipt/issue of Tender Documents : Bharat Heavy Electricals Limited, Jhansi
8. Earnest Money Deposit : Rs.10000/-

(EMD shall be paid in the form of Demand Draft/ Banker's Cheque in favour of BHEL, Jhansi and copy of receipt to be enclosed with Technical bid OR

One time EMD of Rs. 2 Lakhs can also be deposited in above form and copy of receipt may be enclosed along with tender form.

- a) In case of successful bidder EMD will be converted and adjusted against the security deposit on request of bidder, however conversion from EMD to Security Deposit, Stamp Duty will have to be paid as per relevant clause in this document.
  - b) In case of others the EMD shall be returned normally within 15 days of acceptance of award of work by the successful bidder).
9. Cost of Tender Document : Rs.200+ VAT (as applicable, current rate 14.5%) = Total

Rs..229 (In Words Rs. Two hundred twenty nine only)

(In case the documents downloaded from website the cost may be paid by enclosing Demand Draft in favour of "BHEL, Jhansi" along with technical bid or cash may be deposited at BHEL Cash Office and receipt be enclosed with Technical Bid )

10. Security Deposit : Refer Annexure G

**NOTE: 01. THE BIDDER MAY VISIT THE WORK PLACE BEFORE QUOTING THEIR RATES.**

**02. FOR RELEVANT DETAILS PLEASE VISIT OUR WEBSITE [www.bhel.com](http://www.bhel.com) & [www.bheljhs.co.in](http://www.bheljhs.co.in).**

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**Annexure 'B'**  
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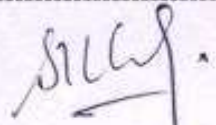
**DATE: 14.10.15**

**WORK SPECIFICATION**

**DETAILS OF WORK**

SL.NO.	JOB/ACTIVITY	MEASUREMENT CRITERIA/UNITS	QUANTUM OF WORK
1	Inspection , Testing and issue of Statutory Test Certificate for EOT Cranes(112 Nos)/ Mobile Crane(03 Nos), up to 50 MT	Nos.	115 Nos.
2	Inspection , Testing and issue of Statutory Test Certificate for EOT Crane above 50 MT.	Nos.	02 Nos.
3	Inspection , Testing and Issue Of Statutory Test Certificate for D- Shackle and Steel Wire Slings	Nos.	500 Nos.

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**Annexure 'B'**  
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**TENDER ENQUIRY NO: WEX/TE/5/12/**

**DATE: 14.10.15**

**Name Of work:** Inspection, Testing and issue of Statutory Test Certificate for EOT/ Mobile Crane up to 125 MT and Steel Wire Slings in BHEL Jhansi. (Work Contract)

Ref.Tender No.WEX/TE/5/12/, Dated: 14.10.15.

**1. DETAIL OF WORK :** Contractor has to comply with the following:

- 1.1 Detailed inspection of Crane Structure (Including Welding Joints, Hardwares Fittings) Mechanical Gears, Gear Boxes, Wheels, Electrical Motors, Control Panels and all Safety Devices Including all types Limit Switches Rotary as well as Gravity Limit Switches of individual Crane.
- 1.2 Neatly marking of Inspection Date and Next Inspection Due Date at prominent Place / Location which should be easily visible from the Shop floor.
- 1.3 Load Testing as per procedure and issue of statutory Test Certificate for Individual Main and Auxiliary Hook of EOT Crane.
- 1.4 Contractor / Bidder have to depute full time Supervisor for Physical Inspection of all Mechanical and Electrical Parts of EOT / Jib /Mobile Crane and Shifting of Dead Load at the time of Load Testing and duly witnessed and signed by shop supervisor / In charge in a register and counter signed by consultant (Safety).

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

Contract shall be cancel in full or part if the contractor:

- 2.1 At any times makes defaults in proceeding with the work with due negligence and continuous to do so after notice in writing or 7 days from the AGM (WE&S) BHEL, Jhansi.
- 2.2 Commits defaults in complying with any of the terms and conditions of contract.

**3. PERIOD OF CONTRACT**

The period contract will be for one year or completion of total work which ever is earlier.

**4. DEPLOYMENT OF MANPOWER**

The contractor has to provide sufficient manpower of experienced mechanic/electrician and suitable helpers to assist the total work during contract period.

**5. TERMS OF PAYMENTS**

- 5.1 Payment will be made after submission of invoice/bill by the contractor after completion of total work duly verified by concern section in charge.
- 5.2 Taxes will be deducted from the bill as per guideline of govt. of India..

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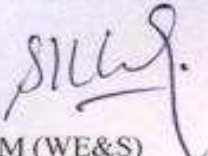
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**6. GENERAL TERMS & CONDITIONS**

- 6.1 Contract shall keep all staff orderly in proper uniform and arrange to provide them the work of repair/ manufacture of spares in their idle times.
- 6.2 No foreign/ used/ unused/ scrapped/ broken parts shall be left on area.
- 6.3 All used/ worn-out/scrapped/ replaced spares/ parts shall remain the property of BHEL, Jhansi. These items shall be return to WE&S store.
- 6.4 BHEL, Jhansi shall not be liable for any compensation what so ever in the event of accident/ injury to the persons employed by the contractor however, first aid facility shall be rendered free of cost.
- 6.5 Utmost care should be taken by the contractor to repair the items proper way & with quality workman ship so as to satisfy requirements as per factory act. 1948 section 19 & U.P. Factories Rules 1950 Rule 55-A & subsequent amendments enforced from time to time.
- 6.6 As our company being accorded with ISO 900A, ISO 14001 and OHSAS 18001, contractor are required to carry out work confirming to our quality standards along with necessary documentation / paper work.
- 6.7 In the event of requirement of material / spares etc. contractor will approach maintenance in chare along with required paper work, which will authorize/ counter sign the same for withdrawal. Contractor will make own arrangement to collect the material / spares from is initial point of supply of store.
- 6.8 After award of contract the subjects work shall be started from the date crane handing over to the contractor in line with tender condition.

I/We agree with the above  
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**Annexure 'C'**  
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**TENDER ENQUIRY NO: WEX/TE/5/12/**

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**QUALIFYING REQUIREMENTS**

1. Should have PAN number Copy of PAN to be submitted.
2. Should have Service Tax number (PAN based) Copy of Certificate issued by Excise Dept.
3. Should have valid authorization certificate issued from U.P. chief factory inspector Kanpur to provide the service of inspection and testing of EOT crane under section 28 & 29 of factory act 1948.
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. Should have independent ESI Code number
7. Blank Price Bid as per annexure " K"
8. **Average Financial Turnover:**
  - 8.1 Average Annual financial turnover during the last 3 years, ending 31<sup>st</sup> March 2015 should be at least 0.75 Lakh.(Duly audited Financial Statement/ Balance sheet / Certificate from CA to be submitted as a supporting document).Provisional turnover duly certified by CA, for the year 2014-15 shall also be acceptable.
  - 8.2 If all balance sheets are not available for all three years then the average shall be calculated by dividing the sum of turnover of submitted balance sheets by three.
9. Completed work contract in last seven years ending 30<sup>th</sup> Sep-15 as following:-
  - a. Three completed works contract for the work of Inspection, Testing and issue of Statutory Test Certificate for EOT/ Mobile Crane and Steel Wire Slings in last seven years ending 31<sup>st</sup> Aug-15, each costing not less than the amount equal to 1.00 Lakh.

Or
  - b. Two completed work contract for the work of Inspection, Testing and issue of Statutory Test Certificate for EOT/ Mobile Crane and Steel Wire Slings in last seven years ending 30<sup>th</sup> Sep-15, each costing not less than the amount equal to 1.26 Lakh.

Or
  - c. One completed work contract for the work of Inspection, Testing and issue of Statutory Test Certificate for EOT/ Mobile Crane and Steel Wire Slings in last seven years ending 30<sup>th</sup> Sep-15, costing not less than the amount equal to 2.00 Lakh.
10. 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.
11. Documentary proof in support of above eligibility criteria along with EMD shall be submitted along with Techno Commercial Bid at Annexure I.

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Annexure 'D'  
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**INSTRUCTIONS TO TENDERERS**

- Above tender is in two Bid System (Techno Commercial Bid & Price/ Rate Bid).
1. The tender is to be processed in two parts viz. 1) Techno Commercial bid 2) and price/rate bid. The Technical Bid Application (Annexure - I) and its enclosures (along with the Contractor's Obligations, General Terms & Conditions and copies of qualifying requirements ) must be submitted in one sealed envelope superscripted as "Tender for Inspection, Testing and issue of Statutory Test Certificate for EOT/ Mobile Crane up to 125 MT and Steel Wire Slings in BHEL Jhansi(Work Contract) - 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) Inspection, Testing and issue of Statutory Test Certificate for EOT/ Mobile Crane up to 125 MT and Steel Wire Slings in BHEL Jhansi (Work Contract). 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 WEX/TE/5/12/, DUE DATE OF OPENING 06.11.15.The same should be dropped in the tender box kept in the CISF gate of Administrative Building, BHEL, Khailar, Jhansi, within the specified date and time by the representative of the tenderer.
  3. All tenderers can witness the opening of the Technical Bid. After evaluation of the Technical Bid which may involve visit to the tenderer's / clients place by authorized officials, price bids of only those tenderers who are technically found suitable will be opened on a subsequent date which will be informed to the concerned whose technical bid has been accepted, in advance for witnessing the Price Bid opening.
  4. All entries in the tender document should be in one ink. Corrections, over writing, cuttings, etc. will not be permitted. All the columns in the tender form should be filled without leaving blank in any page of the tender and all the pages must be duly signed & stamped by the tenderer before submission.
  5. The price / rate should be quoted in figures as well as in words. Price quoted in Price Bid shall be inclusive of all taxes & duties, all statutory requirements/liabilities like PF/ESI/Bonus/Min. wages etc. However service Tax shall be payable extra as applicable.
  6. The rate quoted will be valid for the period of contract.
  7. The contract will commence on the date as applicable against the contract and shall be valid as per the validity period of the contract. The contract can be extended further on mutually agreed terms and conditions.

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**Annexure 'E'**  
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**DATE: 14.10.15**

**TENDER EVALUATION CRITERIA**

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

1. BHEL officials may visit the bidders' office & their client's 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, equipments 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 "V"

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CONTRACTOR'S OBLIGATIONS

CONTRACTUAL:-

**A) 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 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.
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.
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 that all precautions are taken for safety of his employees and equipments.
10. **Record Keeping:** 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.

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11. 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.
12. 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.

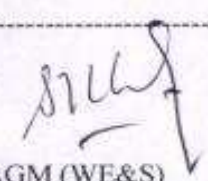
**B) Towards statutory liability**

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. Contractor shall be responsible for making payment of wages before expiry of 7 days from the last day of wage period (wage period shall be from 1st day of the month to the last date of the month) and to ensure disbursement of wages in the presence of the authorities representative of contract operating division who shall record under his signature at the end of entries in the Register of wages.

**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.

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

**1. Security Deposit**

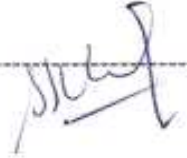
1.1 Depending on value of contract awarded the amount of Performance Security Deposit shall be as following:

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

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.

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**2. 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/-

**3. Other requirements:-**

**(a) Personal Accident Insurance Policy**

- (i) Contractor shall ensure Personal Accident Insurance (24x7) policy of Contract Workers from (Govt. under taking company). The coverage shall be Rs.5 lakhs per individual. The Coverage shall be of 24 Hrs.(Accident Death cover). The sum assured (Rs.5 Lakh) 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 accident insurance will be on actual subject to maximum of Rs.300/- per individual per quarter. Gate pass of the contract labour shall be issued only after taking the insurance cover.

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

  
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**4. Appointments and Entry in Factory Premises:**

- 4.1 The contractor shall submit the following to HR, contracting department and CISF.
  - (a) The details of the worker proposed to be deployed.
  - (b) Character certificate issued by District Magistrate's Office or Proof of remittance of fees for character certificate at District Magistrate's Office. Further he should submit the character certificate within 60 days failing which he will be discontinued.
  - (c) Copy of employment card issued by contractor to his own worker. Annexure II.
- 4.2 After submission of documents 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.
- 4.3 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.
- 4.4 The contractor shall maintain a register of persons employed by him in the format prescribed under Rule 75 of Contract Labour (R&A) Central Rules. A copy of this format is annexed as *annexure III*.

**5. Attendance and Payment of Wages:**

- (a) Contractor should maintain attendance register by recording daily attendance duly signed by both contractor and contract worker.
- (b) The contractor shall pay minimum wages as applicable of the Appropriate Government and in addition to minimum wages Rs.123.08, 142.31 & 157.69 per day for USW, SSW & SW respectively shall also paid to the employees as per their skill category. This additional amount will also attract all statutory deduction and payments.
- (c) The contractor shall issue pay slips to his workers, for the month deployed for undertaking activities under the contract, at least a day prior to disbursement of wages.
- (d) The contractor shall make payment to his own employees/ Before the expiry of the 7th day after the last day of the wage period in respect of which the wages are payable. The payment of wages to the employees shall not be subject to payment against the bills by BHEL.

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- (e) The contractor shall remit the cheques favoring RPFC and ESI Kanpur with the appropriate banks with such period as stipulated under relevant provisions. Last date for remittance of PF is 15<sup>th</sup> and that in case of ESI is 21<sup>st</sup> of each month.
- (f) The contractor shall make payment of wages to his workers on due date in presence of an authorized representative of contracting department. The authorized representative shall retain a copy of wage payment sheet with him.
- (g) In cases where the payment to the contractor is due only after completion of work and the payment is not made monthly then the contractor shall have to produce documents as enumerated in respect of all workers deployed by him against the contract, for each month separately, along with final bills.

**6. Payment of bills**

The payment of bills shall be done as per contract on completion of work/stage and duly certified by agency as defined in contract. The contractor's bills should be accompanied with the following.

- (a) Copy of Measurement Book entries/Statement of work done by the Contractor.
- (b) Statement of Minimum Wages of employees deployed by him under the contract, PF/ESI no., statutory deductions etc., in the format as in Annexure IV annexed to these terms and conditions. (Form XVII of Contract Labour (R&A) Rules.
- (c) PF and ESI challans for previous month- separate for concerned contract. Print of online challan along with ECR/ Contribution History of contributing contract workers for PF/ESI duly certified by the contractor.
- (d) Wage payment sheet for the bill period as per annexure IV.
- (e) Copy of Form-5 and Form-10 (PF monthly returns) submitted by contractor to RPFC for billing month.
- (f) Copy of Form 12A-regarding PF remittance.
- (g) List of CL covered under accident insurance policy.
- (h) Statement of material supplied by the contractor if any.
- (i) Copy of Labour License if increase in no. of employees deployed against Work Order if applicable.
- (j) Copy of Challan of previous service tax paid.
- (k) Proof of Personal Accident Insurance Policy along with bill.

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

  
AGM (WE&S)



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The executing department shall pass the bills of the contractor, after thorough checking, along with requisite documents the bill in original and Service Tax Challan & documents as above forward them to Finance through HR department. After checking the Labour Laws compliances with respect to the concerned contract, HR department after retaining copies of PF and ESI Challans and wage payment sheet pertaining to the relevant months, annexure IV etc., will forward the bill along with requisite documents (the bill in original and Service Tax Challan) to finance department. Finance department shall on satisfactory compliances of stamp duty charges, service tax and security deposit amount, make payment as per contract.

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

**7. Provident Fund:-**

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

**8. PF Contribution:-**

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

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.

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

AGM (WE&S)



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TENDER ENQUIRY NO: WEX/TE/5/12/

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**9. Employees State Insurance:-**

- (a) 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.
- (b) 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.
- (c) The contractor shall facilitate collection of issued ESI cards by his worker.

**9.1 ESI Contribution:-**

Employee's Contribution

1.75% of gross wages

Employer Contribution

4.75% of gross wages

- 9.2 The Contractor shall submit annual returns in Form-6 prescribed under ESI Act, deployed by him with a copy to HR and finance department
- 9.3 The Contractor shall produce the following Registers and forms as per Contract Labour (R & A) Rules 1971 for verification by the Executing Officer of the company:-

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

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

**10. Bonus:-**

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

**11. Leave With Wages To Contract Labour :-**

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

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

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

AGM (WE&S)



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**TENDER ENQUIRY NO: WEX/TE/5/12/**

**DATE: 14.10.15**

**12. Indemnity Bond/Compliance Of Legal Provision:-**


- (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.

**13. Other General Terms And Conditions :-**

**13.1 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 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.
- (b) The work shall be supervised by the contractor or through the authorized representatives on day to day basis.

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

  
AGM (WE&S)



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- (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.

**14. 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.

**15. 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.

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

  
AGM (WE&S)



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**DATE: 14.10.15**

**16. 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's strictly on a need know basis, without the prior written permission of BHEL.

**17. 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.

**18. 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.

**19. Jurisdiction**

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

**20. 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.

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

  
AGM (WE&S)



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DATE: 14.10.15

### गेट पास आवेदन प्रपत्र

(टेकेदार के कर्मचारियों/आपूर्तिकर्ताओं/कोरियर सेवा कर्म. आदि के उपयोग हेतु)

1. टेकेदार 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 .....

#### 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.....  
स्थायी पता.....वर्तमान पता.....  
शैक्षिक योग्यता.....  
भविष्य निधि खाता संख्या.....कर्मचारी र बी निगम खाता सं.....

#### (संविदा श्रमिक के हस्ताक्षर/दिनांक)

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

टेकेदार 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)

#### के.ओ.सु.ब. द्वारा भरने के लिए

पासों के विचारधीन रहने तक.....से.....तक श्री.....  
नियोजन.....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 के.ओ.सु.ब. द्वारा नवीकृत किया जायेगा।

हस्ताक्षर उप कमान्डेंट के.ओ.सु.ब. इकाई  
बी.एच.ई.एल. इॉसी (30प्र०)

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

AGM (WE&S)



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**TENDER ENQUIRY NO: WEX/TE/5/12/**

**DATE: 14.10.15**

**Form-XIV**  
**(See Rule 76)**  
**Employment Card**

1. Name and address of contractor :.....
2. Name of work and location of work :.....
3. Name and address of establishment :.....
4. In/under which contract is carried out :.....
5. Name and address of principal employer :.....
6. Name of workman :.....
7. Serial no. in the resister of the workman :.....  
Employed. :.....
8. Nature of employment/designation :.....
9. Wage rates with particular s of unit :.....  
In case of piece work :.....
10. Wage period :.....
11. Tenure of employment :.....
12. Remark :.....

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

AGM (WE&S)



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TENDER ENQUIRY NO: WEX/TE/5/12/

DATE: 14.10.15


Form-XIV  
(See Rule 75)

Register of Workman employed by contractor

1. Name and address of contractor : .....
2. Name of work and location of work : .....
3. Name and address of establishment : .....
4. In/under which contract is carried out : .....
5. Name and address of principal employer : .....

Sl. No.	Name and Surname of Work man	Age & Sex	Father's/ Husband's name	Nature of employment /designation	Permanent Home Address of Workman (Village & Tahsil) and Taluk & District	Local Address	Date of Commencement of Employment	Signature or Thumb impression of Workman	Date of Termination of Work man	Local Address	Remark
A	B	C	D	E	F	G	H	I	J	K	L

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

  
AGM (WE&S)



**BHEL - JHANSI**  
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**TENDER ENQUIRY NO: WEX/TE/5/12/**

**DATE: 14.10.15**

1. STATEMENT OF THE CONTRACTOR FOR THE MONTH OF: -----20-----
2. WORK ORDER NO : -----
3. CONTRACTING DEPARTMENT : -----
4. CONTRACTOR NAME : -----

SL. NO.	NAME OF WORKER	CAT	NORMAL DAYS	OT DAYS	GROS WAGES	EMPLOYEE CONTRIBUTION DEDUCTION		OTHER DEDUCTION	TOTAL RECOVERY	NET PAY ABLE	EMPLOYER'S CONTRIBUTIO	
						PF 12%	ESI 1.75%				PF 13.61%	ESI 4.75%
A	B	C	D	E	F	G	H	I	J	K	L	M
1.												
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31.												

SIGNATURE OF THE CONTRACTOR

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

  
AGM (WE&S)



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TENDER ENQUIRY NO: WEX/TE/5/12/

DATE: 14.10.15

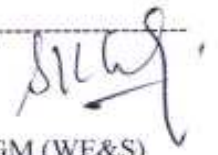
**MEASUREMENT OF WORK AND PAYMENTS THEREOF.**

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	MEASUREMENT CRITERIA/UNITS	QUANTUM OF WORK
1	Inspection , Testing and issue of Statutory Test Certificate for EOT Cranes(112 Nos)/ Mobile Crane(03 Nos), up to 50 MT	Nos.	115 Nos.
2	Inspection , Testing and issue of Statutory Test Certificate for EOT Crane above 50 MT.	Nos.	02 Nos.
3	Inspection , Testing and Issue Of Statutory Test Certificate for D- Shackle and Steel Wire Slings	Nos.	500 Nos.

3. Payments will be made to the contractor on the basis of work carried out by him on a monthly basis.
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 daily / weekly / monthly by the contractor & the same shall be verified by BHEL official, nominated for the same.

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

  
AGM (WE&S)



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Page 01 of 02

TENDER ENQUIRY NO: WEX/TE/5/12/

DATE: 14.10.15

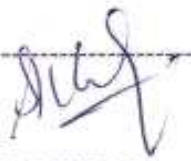
**Proforma For Submitting Technical Bid For:** Inspection, Testing and issue of Statutory Test Certificate for EOT/ Mobile Crane up to 125 MT and Steel Wire Slings in BHEL Jhansi (Work Contract).

(A) **Essential Documents Required**

1. Name of the firm : .....
2. Name of the Proprietor/Partners : .....
3. Address and Contact Numbers : .....
4. ESI Code Number : .....
- Copy of the ESI Certificate Enclosed / Not Enclosed
5. PAN/TAN Number : .....
6. Service Tax Number(PAN Based) : .....
7. Audited financial statement/BS/
8. CA Certificate as per tender : Enclosed / Not Enclosed
9. Experience Certificate : Enclosed / Not Enclosed  
(Along with copy of work order)
10. No. of Workers including Supervisors  
on the rolls of the firm : .....
11. Earnest Money Deposit : Rs. ....  
a) D.D. Number & Date : .....Date.....  
b) Drawn on (Bank) : .....
12. Any other relevant information : .....

Contd...(2)

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

  
AGM (WE&S)



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Annexure 'T'  
Page 02 of 02

TENDER ENQUIRY NO: WEX/TE/3/2/

DATE: 13.11.13

13. Tender Cost : Rs. -----

D.D. No. /Receipt No : -----

14. Validity of offer : -----

(At least 90 days from the date of tender Opening.)

15. Blank Price bid format : Enclosed/Not Enclosed

(B) Desirable:

1. Income Tax return last 3 yrs. : Enclosed / Not Enclosed

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

Date:

Signature with Name& Office Seal

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

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

  
AGM (WE&S)



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TENDER ENQUIRY NO: WEX/TE/5/12/

DATE: 14.10.15

**PRICE BID**

- (a) **Nature of work:** Inspection, Testing and issue of Statutory Test Certificate for EOT/ Mobile Crane up to 125 MT and Steel Wire Slings in BHEL Jhansi (Work Contract).  
(b) **Name of the firm :** \_\_\_\_\_

Sl.No	JOB/ACTIVITY	UNIT OF MEASURE- MENT	QUANTUM OF WORK ANNUAL	RATE QUOTED/ UNIT (RS.)	TOTAL VALUE (E=C*E) (RS)
A	B	C	D	E	F
1	Inspection , Testing and issue of Statutory Test Certificate for EOT Cranes(112 Nos)/ Mobile Crane(03 Nos), up to 50 MT	Nos.	115 Nos.		
2	Inspection , Testing and issue of Statutory Test Certificate for EOT Crane above 50 MT.	Nos.	02 Nos.		
3	Inspection , Testing and Issue Of Statutory Test Certificate for D- Shackle and Steel Wire Slings	Nos.	500 Nos.		
				Total	

Signature of contractor

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

  
AGM (WE&S)



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Page 01 of 01

TENDER ENQUIRY NO: WEX/TE/5/12/

DATE: 14.10.15

**BLANK/UN-COATED PRICE BID**

- (a) **Nature of work:** Inspection, Testing and issue of Statutory Test Certificate for EOT/ Mobile Crane upto 125 MT and Steel Wire Slings in BHEL Jhansi (Work Contract).  
(b) **Name of the firm :** \_\_\_\_\_

SL. NO.	JOB/ACTIVITY	UNIT OF MEASURE- MENT (Nos./ Kgs./Mtr./ words etc.	QUANTUM OF WORK ANNUAL	RATE QUOTED/ UNIT (RS.)	TOTAL VALUE (E=C*E) (RS)
A	B	C	D	E	F
1	Inspection , Testing and issue of Statutory Test Certificate for EOT Cranes(112 Nos)/ Mobile Crane(03 Nos), up to 50 MT	Nos.	115 Nos.	XXXX	XXXX
2	Inspection , Testing and issue of Statutory Test Certificate for EOT Crane above 50 MT.	Nos.	02 Nos.	XXXX	XXXX
3	Inspection , Testing and Issue Of Statutory Test Certificate for D-Shackle and Steel Wire Slings	Nos.	500 Nos.	XXXX	XXXX
				Total	XXXX

Signature of contractor

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

  
AGM (WE&S)



BHEL - JHANSI  
Tender Documents

TENDER ENQUIRY NO: WEX/TE/5/12/

15

31/

Annexure 'I'  
Page 01 of 0

DATE: 14.10

**BHARAT HEAVY ELCTRICALS LIMETED**

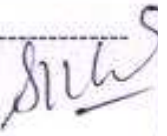
(A Government of India Undertaking)  
(Works Engineering & Services)

Sub: GUIDLINES FOR DEALING WITH "DISCREPANCY IN WORDS & FIGURES-QUOTED IN REVERSE AUCTION"

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

- (a) If, in the price structure quoted for the required goods /service /works, there is discrepancy between the unit price (which is obtain by multiplying the unit price by the quantity), the unit prices shall prevail and the total price corrected accordingly .Unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall 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 subtotal shall prevail and the total shall be corrected and
- (c) If there is a discrepancy between words and figure, the amount in words shall prevail unless the amount expressed in words is related to an arithmetic error, in which case the amount in figure 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 above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

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

  
AGM (WE&S)