



Bharat Heavy Electricals Limited, JHANSI

Central Dispatch Cell,

TENDER ENQ NO. - CDC TE 602

TD 16-17 Rev 00

## **TENDER DOCUMENT**

**For**

**WORKS CONTRACT**

**OF**

**'MATERIAL HANDLING (LOADING/UNLOADING)  
OF TRANSFORMER / LOCOMOTIVE AND ITS  
ACCESSORIES INSIDE BHEL**

**Tender Enquiry No. CDC TE 602**

### **Contact Persons:**

Name: S.Zaman  
Designation: Sr Mgr (CDC)  
Email: shams@bheljhs.co.in  
PHONE: 0510-2412424, Mob. 9415113470

Or

Name: G.S.Jalli  
Designation: AGM (CDC)  
Email: gsjalli@bheljhs.co.in  
PHONE: 0510-2412620, Mob. 9453001070

Tender Due Date: **01/11/2016** at 13:15 Hrs

Tender Opening Date: **01/11/2016** at 14:00 Hrs

We hereby accepted above (Sign & seal of the Bidder)

Sign & Seal of BHEL contracting authority



DETAILS OF TENDER DOCUMENT

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SCOPE of work: Material Handling (Loading/Unloading) of Transformer / Locomotive and its accessories inside BHEL

The detailed content of tender document are as follows:

- Notice Inviting Tender (Annexure A)
- Work Specifications (Annexure B)
- Qualifying Requirements (Annexure C)
- Instruction to Bidder (Annexure D)
- Tender Evaluation Criteria (Annexure E)
- Contractor's obligations (Annexure F)
- Other General Terms and Conditions (Annexure G)
- Criteria for measurement of work (Annexure H)
- Technical Bid Application (Annexure I)
- Price Bid (Annexure J)
- Self-Declaration (Annexure K)

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. **CDC TE 602 DATED 06.10.16**" should reach us in a sealed cover on or before **01-Nov-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:*

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



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### TENDER DOCUMENTS

TENDER ENQUIRY NO: CDC TE 602

Dt 06.10.2016

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### NOTICE FOR INVITING TENDER

### ANNEXURE "A"

Sl. No	Particulars	Details
1	Brief Description of work	Works Contract for Material Handling (Loading / Unloading) of Transformer / Locomotive and its accessories inside BHEL
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 <b>01.11.2016</b>
5	Date of opening of Techno – Commercial Bid.	14:00 hrs on <b>01.11.2016</b>
6	Address for submitting the Tender	(as on page 2)
7	Earnest Money Deposit (EMD) *	Rs 12000/-
8	Cost of Tender	Rs.200/- plus VAT @ 14.5% = Total <b>Rs.229/-</b> (payable in cash at BHEL cash office or through "BHEL, Jhansi" along with technical bid, in case the documents downloaded from website)
9	Validity of Offer	90 Days from date of opening of tender
10	Security Deposit	As per Annexure - G

#### Note:

The EMD may be accepted only in the following forms:

- (i) Cash deposit as permissible under the extant Income Tax Act (before tender opening)
- (ii) Electronic Fund Transfer credited in BHEL account (before tender opening)
- (iii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer)

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"



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### ANNEXURE -B

### WORK SPECIFICATIONS

BHEL is manufacturing transformer & locomotive products. The finished products, its accessories, oil drums are packed & loaded on vehicles & dispatched to various destinations. It is intended to hire contractor for loading / unloading of Transformer/Locomotive and its accessories inside BHEL Jhansi.

#### LOADING / UNLOADING PROCESS

For dispatches and internal movement of packed /loose finished equipment, accessories, and oil drums (209/1000 Ltrs capacity), loading and unloading is required on the vehicle and from the trailer or vehicle. The loading /unloading/shifting/stacking activities are performed manually OR with the help of material handling equipment like EOT crane – with or without remote control, Gantry crane with remote control, Mobile crane, Fork lifter etc.

The activities of loading /unloading/shifting and stacking are performed in CDC, Bay 9, Bay 6, Bay 8, Locomotive block or in open field, depending on the location of the material to be handled. Contractor will have to assist the operator below the crane for tying the sling or equivalent. BHEL shall be responsible for operating the EOT crane. In case of loading /unloading, shifting in open field, the contractor will be responsible for helping the mobile crane operator / fork lift operator of BHEL or manually shift /load/unload the goods.

Contractor may have to deploy loading/unloading team at no. of location such as Bay 6, Bay 9, CDC, open field, Locomotive block etc at the same time, depending on the no. of vehicles to be loaded/unloaded. In such cases, workers deployed by contractor shall increase accordingly. The supervision of all the working team shall be the responsibility of contractor. The contractor shall also be responsible for safe and proper handling of goods. The contractor will also be responsible for safety of his own workers as well as other people working nearby. The contractor shall be responsible for proper handling of equipment and tools provided by BHEL. Approximate quantity of work for a year is given below: -

SL	DESCRIPTION OF WORK	UNIT	QTY
1	Assistance in loading of Power transformers on trailer	NO.	194
2	Loading of Power Transformer Accessories, Electronic controllers, Loco spares etc on Truck/Trailer	NO.	21340
3	Loading of Instruments Transformer	NO.	424
4	Loading of HVR's (ESP) Transformers	NO.	1010
5	Assistance in Loading of ACEMU Transformers	NO.	14
6	Assistance in Loading of Freight Loco Transformer	NO.	140
7	Assistance in Loading of Dry Type Transformers	NO.	154
8	Assistance in Loading of 700 HP Diesel Engine on Trailer	NO.	10
9	Loading of Trfr oil Filled Drums (209/1000 Ltrs capacity)	NO.	2328

We hereby accepted above (Sign & seal of the Bidder)

Sign & Seal of BHEL contracting authority



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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) Self-declaration that he is not blacklisted/under hold from BHEL Jhansi or banned by any unit/region/office of BHEL”. Self-Declaration that he should not be guilty by a Court of Law in India for any offence involving fraud, dishonesty and moral turpitude as per Annexure -K
- 5) Should have independent ESI Code number.
- 6) Blank Price Bid as per Annexure “J”
- 7) **AVERAGE FINANCIAL TURNOVER:**
  - i. Average Annual financial turnover during the last 3 years, ending 31<sup>st</sup> March 2016 should be at least Rs 2 Lakhs. Duly Audited Financial statement / Balance Sheet / Profit & Loss account / CA to be submitted as a supporting document.
  - ii. 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
- 8) **EXPERIENCE** of having successfully completed / partially completed any Works / Service Contract during last 7 years ending on 30<sup>th</sup> Sep 2016 should be either of the following: -
  - a. Three works each costing not less than the amount equal to Rs.2.40 Lakhs Or
  - b. Two works each costing not less than the amount equal to Rs.3.00 Lakhs Or
  - c. One work costing not less than the amount equal to Rs.4.80 LakhsDocumentary 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.
- 9) Documentary proof in support of above eligibility criteria along with EMD shall be submitted along with Techno Commercial Bid at Annexure I.
- 10) The documents required for legal entities under whose name and style Contractor has participated in the tender are as follows:
  - i. **PARTNERSHIP FIRM:** Copy of Partnership Deed registered at the office of Registrar of Firms.
  - ii. **COMPANY:** Certified copy Memorandum of Association, Article of Association and Incorporation Certificate
  - iii. **SOCIETY:** Registration certificate issued by Registrar of societies.
  - iv. **SOLE PROPRIETOR-SHIP FIRM:** Undertaking on oath (Rs. 100 stamp paper) that Proprietor is solely responsible for all rights and liabilities while working under the name and style of Sole Proprietorship firm namely (\_\_\_\_\_)



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**ANNEXURE -D**

### **INSTRUCTION TO BIDDER**

*(The tender shall be in two Bid System (Techno Commercial Bid & Price/ Rate Bid)*

1. The tender is to be processed in two parts as under:
  - 1) Techno Commercial bid
  - 2) Price Bid
  - a. **TECHNO-COMMERCIAL BID** - The Techno-Commercial Bid (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 super-scribed as "TENDER FOR TENDER NO (tender no as mentioned in page 2 of tender document) "TECHNO-COMMERCIAL 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 "(Name of Work as mentioned in page 2 of tender document) 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 super-scribed as "TENDER FOR TENDER NO (tender no as mentioned in page 2 of tender document) Due date of opening (date as mentioned in page 2 of tender document). 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 bidders can witness the opening of the Technical Bid. After evaluation of the Technical Bid which may involve visit to the bidder 's / client's place by authorized officials, price bids of only those bidders 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 documents 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 bidder before submission.
5. Price quoted shall be inclusive of all taxes & duties, all statutory requirement/ liabilities like PF/ESI/Bonus/Min. wages etc. However, Service Tax shall be payable extra as applicable. The price / rate should be quoted in figure as well as in words.
6. The rate quoted will be valid for the period of contract.
7. The contract shall commence on the date as applicable against the contract and shall be valid as for one year. The contract will commence on the date as applicable against the contract and shall be valid as per the validity period of the contract. The contract can be extended further on mutually agreed terms and conditions
8. BHEL may go for Reverse Auction after Techno-Commercial evaluation instead of submitted related Price Bid. Bidder should confirm participation in Reverse Auction along with Techno-Commercial Bid.

We hereby accepted above (Sign & seal of the Bidder)

Sign & Seal of BHEL contracting authority



**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 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, 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 "V"
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, Deptt of Expenditure No 29(1)/2014-PPD dated 29/1/2014)



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**ANNEXURE -F**

### **CONTRACTORS 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.
  - a. Aadhar card is mandatory for contract labours for making of their gate pass for entry in BHEL premises.
  - b. Supervisors of contracting firms who sign on behalf of contractors must have Power of Attorney to the same effect.
  - c. 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.
- 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.



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- 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 equipment.
- 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.
- 11) Uniform: The contractor shall be responsible to provide to his workers uniform and safety gears such as shoes, helmet and PPE. The uniform should be dark blue trousers and light blue shirt for males and dark blue trousers/*salwar* and light blue *kurta/ kameez* /top for female.

The uniform should have logo of the contractor's firm/ company which shall be affixed by the contract labor on the left side of his pocket. The uniform shall be kept in neat, tidy and wearable condition.

The stitching and logo charges should be borne by the contractor.

Contractor shall ensure that the employees are in neat and tidy uniform and safety gear on duty.

Penalty of 5% of monthly bill may be imposed if the workers are not found in prescribed uniform and safety gears.

- 12) BUS PASS: Contractor may apply for providing bus pass facility to his workmen. BHEL will consider such applications based on merits and availability of seats. Contractor would be responsible for depositing bus pass charges and penalties (if applied) of his/her workmen/staff etc. BHEL would have the right to deduct/recover the same in case of default by the contractor/supplier.
- 13) 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.
- 14) TOOLS, TACKLES AND MATERIALS: Contractor shall provide to his employees all tools, tackles, material, equipment 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, equipment or material.



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### **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 authority's representative of contract operating division who shall record under his signature at the end of entries in the Register of wages.
- 4) 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



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### ANNEXURE-G

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

#### **1 SECURITY DEPOSIT**

The total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.

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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Stamp Duty applicable in UP as per Indian Stamp Act 1899 is as follows: -

Sl	Performance Security Deposit	Stamp Duty Applicable
1.	Pay Order, EMD converted in PSD, 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 LABOUR LICENCE AND OTHER REQUIREMENTS: -**

### **(a) LABOR LICENSE**

- i) Contractor shall within 15 days of commencement/completion of work-order submit Form VI-A to RLC office. The first & final bill shall be processed only on clearance regarding submission of Form VI-A by contractor.
- ii) Contractor shall apply for Form V to BHEL for obtaining labour license (if the number of workers deployed is more than 19) from appropriate government (as on date Central Government) and submit the same within one month from the date of award of the contract. Contractor shall possess separate valid Labour license from appropriate government for each contract in line with CL(R&A) Act before deploying their employees.
- iii) In case the number of employee desired to be deployed by the contractor against the contract during execution exceeds the number of employees allowed in the license then the contractor shall obtain prior amended valid labour license for the contract for the requisite number of employees.
- iv) The contractor cannot deploy the contract worker without obtaining requisite Labour license from the Appropriate Government (Central Govt.) authority. Till then the contractor shall be allowed to deploy maximum 19 workers or the numbers required whichever is less.



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### (b) PERSONAL ACCIDENT INSURANCE POLICY

- i) Contractor shall buy Personal Accident Insurance (24x7) policy for all of his employees deployed under the contract before the start of work. No employee should enter the BHEL factory premises or working area without insurance cover as stated below.
- ii) The policy should cover the accidental death of workers for 24 Hrs for all the seven days of week.
- iii) The policy should be purchased from Govt. under taking company.
- iv) The coverage shall be of Rs. 5 lakhs per individual. The sum assured (Rs. 5 lakhs) shall become payable to the nominee/legal heir in the event of death due to accident of insured person.
- v) 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.

### **3 APPOINTMENT AND ENTRY IN FACTORY PREMISES:**

- 3.1 The contractor shall submit the following to HR, contracting department and CISF
  - (a) The details of the worker proposed to be deployed in Annexure-I.
  - (b) Character certificate issued by District Magistrate's Office or Proof of remittance of fees for character certificate at District Magistrate's Office. Further he should submit the character certificate within 60 days failing which he will be discontinued.
  - (c) Copy of employment card issued by contractor to his own worker. – Annexure II
- 3.2 After submission of documents as in Para 2.1, the contractor shall issue photo identity card to the labour and submit to HR department. This identity card shall be forwarded by HR department to CISF, which shall then authorize the labour to enter the factory premises initially for a period of one month.
- 3.3 The photo identity card shall have to be revalidated in every three months on last working day of the month or any other date fixed to do so. In absence of such revalidation, duly forwarded by HR department, CISF shall not allow any labour to enter the premises of BHEL Jhansi.
- 3.4 The contractor shall maintain a register of persons employed by him in the format prescribed under Rule 75 of Contract Labour (R&A) Central Rules. A copy of this format is annexed as **annexure III**.
- 3.5 The entry of contractor's workers in factory premise shall be through biometric/smart cards. The contractor shall ensure issuance of biometric/smart card through time office section of BHEL Jhansi. After the conclusion of works contract, the contractor shall collect these biometric cards from his workers and submit the same to Time Office section through contracting department. In event of any contract worker leaving the services before completion of the contract, the contractor shall ensure return of biometric card to BHEL Jhansi. In case of non-return of biometric card Rs. 200.00 per card shall be deducted from the security deposit of the contractor.



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### **4 ATTENDANCE AND PAYMENT OF WAGES**

- a) Contractor should maintain attendance register by recording daily attendance duly signed by both contractor and contract worker in form 16 of muster roll.
- b) Statement of Wages of labours deployed by him in form 17 under the Service contract, PF/ESI no., statutory deductions etc., in the format as in Annexure IV annexed to these terms and conditions to be maintained (Form XVII of Contract Labour (R&A) Rules)
- c) 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 be paid to the employees as per their skill category.
- d) 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.
- e) 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, preferably through bank account for better control and smooth disbursement of wages. The payment of wages to the employees shall not be subject to payment against the bills by BHEL.
- f) 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 15th and that in case of ESI is 21st of each month.
- g) 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.
- h) 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.



**5 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

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.



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### 6 PROVIDENT FUND

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

### 6.6 PF CONTRIBUTION:

<b>Employee's Contribution</b>	<b>Employer's Contribution</b>	
12% of Normal wages paid	PF Contribution	3.67%
<i>As applicable by respective Govt./ Agency.  (Current statutory wage ceiling - Rs.15000/- month on Employee's / Employers Contribution).</i>	Insp./ Admn. Charges	0.85%
	(subject to minimum Rs. 500/- per challan)	
	Admn/ Insp Charges	0.50%
	Pension Fund	8.33%
	EDLI Charges	0.01%
	(subject to minimum Rs. 200/- per challan)	
	Total	13.36%

- 6.7 The Contractor shall submit annual returns in Form-6A and Form 3A, prescribed under statutory EPF scheme, 1952, in respect of each worker deployed by him with a copy to HR.



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### 7 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.
- d) As applicable by Government/ respective agency (existing wage limit for coverage under the Act is Rs.15000 per month w.e.f. 01/05/2010)

#### 7.1 ESI CONTRIBUTION: -

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

- 7.2 The Contractor shall submit annual returns in Form-6 prescribed under ESI Act, deployed by him with a copy to HR and finance department
- 7.3 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 XII - Register of contractors (Rule 74)
  - (b) Form XIII - Register of Workmen employed by contractor (Rule 75)
  - (c) Form XIV - Employment Card issued by contractor (Rule 76)
  - (d) Form XVI - Muster Roll 78(1) (a) (i)
  - (e) Form XVII - Register of Wages (Rule 78 (1) (a) (i))
  - (f) Form XVIII - Register of wages-cum Muster Roll (in case of weekly Payment)
  - (g) Form XIX - Wage Slip (Rule 78) (1) (b)
  - (h) Form XX - Register of deduction for damages of loss (Rule (78) (1) (a) (ii))
  - (i) Form XXI - Register of fines (Rule 78) (1) (a) (ii)
  - (j) Form XXII - Register of advance (Rule 78) (1) (a) (ii)
  - (k) Form XXIII - Register of overtime (Rule 78) (1) (a) (iii)
  - (l) Form XXIV - Return to be sent by the contractor to licensing officer (Rule 82)

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

### 8 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.



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### **9 LEAVE WITH WAGES TO CONTRACT LABOUR: -**

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

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

### **10 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.



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### **11 OTHER GENERAL TERMS AND CONDITIONS: -**

#### **11.1 LEGAL COMPLIANCE**

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

- 11.2 The work shall be supervised by the contractor or through the authorized representatives on day to day basis.
- 11.3 The Contractor shall compensate BHEL for any loss or damage to the plant/property, material of BHEL due to his workmen/representatives' negligence or otherwise during execution of work.
- 11.4 In the event of contractor abandoning the work or BHEL revoking the contract BHEL shall have a right to get incomplete work completed at contractor's risk and cost. BHEL shall have a right to terminate the contract at any time without assigning any reason thereof.
- 11.5 Security deposit will be released on submission of following certificates from departments mentioned as under: -
- Completion of work, certification of payment of minimum wages and distribution of Uniform & other safety items to contract labours from contracting department.
  - Certificate of compliance of labour laws from HR department.
  - Certificate of payment of Bonus by Contracting and HR Department
  - No-dues certificate regarding service tax payment, and any other dues liable to be remitted by contractor under financial laws, to Finance department
  - In case of non satisfactory performance of the contract, BHEL shall have a right of forfeiting the security deposit. In case of any dispute decision of concerned Head of the Department will be final



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### 12 **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.

### 13 **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.

### 14 **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.

### 15 **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.

### 16 **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.

### 17 **JURISDICTION / ARBITRATION: -**

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

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

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



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P & D

### गेट पास आवेदन प्रपत्र

ANNEXURE-I (II)

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

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

#### संविदा श्रमिक का व्यक्तिगत विवरण

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

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

संविदा श्रमिक का हस्ताक्षर युक्त फोटो (ठेकेदार द्वारा सत्यापित)

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

(संविदा श्रमिक के हस्ताक्षर/दिनांक)

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

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

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

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

#### के० ओ० सु० ब० द्वारा भरने के लिए

पासों के विचाराधीन रहने तक.....से.....तक श्री.....  
 नियोजक.....को कारखाने में प्रवेश हेतु अनुमति दी जाती है।  
 पास संख्या.....जारी होने की तिथि से दिनांक.....तक ही वैध होगी तथा प्रत्येक माह/  
 तीन के पश्चात 25 तारीख को के० ओ० सु० ब० बल द्वारा नवीकृत किया जायेगा।

हस्ताक्षर उप कमान्डेन्ट के० ओ० सु० ब० इकाई  
बी० एच० ई० एल० झाँसी (उ० प्र०)

We hereby accepted above (Sign & seal of the Bidder)

Sign & Seal of BHEL contracting authority



# Bharat Heavy Electricals Limited, JHANSI

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### Annexure II

FORM XIV  
(See Rule 76)  
Employment card

Name and address of Contractor : .....

Nature of work and location of work : .....

Name and address of Establishment in /  
Under which contract is carried on : .....

Name and address of Principal  
Employer : .....

1. Name of the workmen :  
.....

2. Serial no. in the register of workmen Employed :  
.....

3. Nature of Employment/ designation :  
.....

4. Wage rate with particulars of unit in case of piece – work :  
.....

5. Wage period :  
.....

6. Tenure of employment :  
.....

Remarks

Signature of contractor

We hereby accepted above (Sign & seal of the Bidder)

Sign & Seal of BHEL contracting authority



# Bharat Heavy Electricals Limited, JHANSI

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ANNEXURE - III

### FORM XIII

[ See Rule 75]

#### Register of workmen employed by contractor

Name and address of contractor : .....

Name and location of work : .....

Name and address of Establishment in/under  
which contract is carried on : .....

Name and address of Principal Employer : .....

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

We hereby accepted above (Sign & seal of the Bidder)

Sign & Seal of BHEL contracting authority



# Bharat Heavy Electricals Limited, JHANSI

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### Annexure IV

FORM XVII  
[See Rule 78(1) (a)(i)]  
*Register of Wages*

Name and Address of Contractor  
.....  
Nature and location of works  
.....

Name and address of Establishment in / under  
Which contract is carried on .....  
.....

Name and address of Principal  
Employer .....

Wage period: Monthly .....

Sl. No.	Name of workman	Serial No. in the register of workman	Designation / nature of work done	No. of days worked	Units of works done
1	2	3	4	5	6

Daily-rate of wages/piece rate	Amount of wages earned				Total
	Basic wages	Dearness Allowances	Overtime	Other cash payments (Nature of payment to be indicated)	
7	8	9	10	11	12

Deductions, if any, (indicate nature)	Net amount paid	Signature / Thumb impression of workman	Initial of contractor or his representative
13	14	15	16

SIGNATURE & SEAL OF THE CONTRACTOR

Verified that Wages disbursed to labors mentioned in Sr. No 2 through bank on.....(date)

(Sign & Seal of Executive In-charge)

We hereby accepted above (Sign & seal of the Bidder)

Sign & Seal of BHEL contracting authority



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### ANNEXURE -H

#### MEASUREMENT OF WORK AND PAYMENTS THEREOF

1. The designated officer of the Unit will periodically inspect the data punching and miscellaneous services 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	DESCRIPTION OF WORK	UNIT	QTY
1	Assistance in loading of Power transformers on trailer	NO.	194
2	Loading of Power Transformer Accessories, Electronic controllers, Loco spares etc on Truck/Trailer	NO.	21340
3	Loading of Instruments Transformer	NO.	424
4	Loading of HVR's (ESP) Transformers	NO.	1010
5	Assistance in Loading of ACEMU Transformers	NO.	14
6	Assistance in Loading of Freight Loco Transformer	NO.	140
7	Assistance in Loading of Dry Type Transformers	NO.	154
8	Assistance in Loading of 700 HP Diesel Engine on Trailer	NO.	10
9	Loading of Trfr oil Filled Drums (209/1000 Ltrs capacity)	NO.	2328

3. Payment 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 monthly to be certified by the contractor's representative and BHEL official nominated for the same.



**ANNEXURE -I**

**PERFORMA FOR SUBMITTING TECHNICAL BID FOR 'Material Handling (Loading/Unloading) of Transformer/Locomotive and its accessories inside BHEL**

**(A) ESSENTIAL DOCUMENTS REQUIRED**

1. Name of the firm : \_\_\_\_\_  
(Documents as per clause 10 of Annexure C to be attached)
1. Name of the Proprietor : \_\_\_\_\_
2. Address and Contact Numbers : \_\_\_\_\_
3. ESI Code Number : \_\_\_\_\_  
Copy of the ESI Certificate Enclosed / Not Enclosed
4. PAN/TAN Number : \_\_\_\_\_
6. Service Tax Number (PAN Based) : \_\_\_\_\_
7. Valid Sales Tax Registration No. : \_\_\_\_\_  
Copy of Certificate Enclosed / Not Enclosed  
(To be submitted only in case where material transaction is involved)
8. Audited financial statement/CA Certificate as per tender: Enclosed / Not Enclosed
9. Experience Certificate: Enclosed / Not Enclosed  
(Along with necessary enclosures as per tender to be submitted)
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 : \_\_\_\_\_
13. Tender Cost : Rs. \_\_\_\_\_  
D.D. No. /Receipt No : \_\_\_\_\_



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14. Validity of offer : \_\_\_\_\_

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

15. Blank Price bid format : Enclosed / Not Enclosed

16. PF registration certificate (if exempted, submit exemption proof)

PF registration code : \_\_\_\_\_

Attach Copy of the PF registration

17. ESI registration certificate: (if exempted submit exemption proof)

ESI registration code: \_\_\_\_\_

Attach Copy of ESI registration

**(B) DESIRABLE:**

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

2. Acceptance of Reverse Auction : Accepted / Not accepted

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

Signature with Name & Office Seal

Date:

**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.**



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### ANNEXURE - J

#### PRICE BID FORMAT

(To be submitted along with Techno- Commercial)

**Detail of work:** Material Handling (Loading/Unloading) of Transformer/Locomotive and its accessories inside BHEL

1 Name of the Firms :

SL NO.	DESCRIPTION OF PACKING	UNIT	QTY	Rate Rs.	Total Value Rs. (E=CxD)
	A	B	C	D	E
1	Assistance in loading of Power transformers on trailer	NO.	194		
2	Loading of Power Transformer Accessories, Electronic controllers, Loco spares etc on Truck/Trailer	NO.	21340		
3	Loading of Instruments Transformer	NO.	424		
4	Loading of HVR's (ESP) Transformers	NO.	1010		
5	Assistance in Loading of ACEMU Transformers	NO.	14		
6	Assistance in Loading of Freight Loco Transformer	NO.	140		
7	Assistance in Loading of Dry Type Transformers	NO.	154		
8	Assistance in Loading of 700 HP Diesel Engine on Trailer	NO.	10		
9	Loading of Trfr oil Filled Drums (209/1000 Ltrs capacity)	NO.	2328		
<b>GRAND TOTAL</b>					

<b>GRAND TOTAL (in words)</b>
-------------------------------

Service tax will be paid extra as applicable

Note:

- The evaluation of L1 shall be based on Total value of Contract ie Total of Column 'E'.

We hereby accepted above (Sign & seal of the Bidder)

Sign & Seal of BHEL contracting authority



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 shall be followed:

- (a) If, in the price structure quoted for the required goods / services / works, 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 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 subtotals shall prevail and the total shall be corrected and
- (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 upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.



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**ANNEXURE-K**

(Self-Declaration format to be made on Company's letter head)

**TO WHOM SO EVER IT MAY CONCERN**

This is to certify that our firm is not blacklisted/under hold from BHEL Jhansi or banned by any unit/region/office of BHEL.

This is to certify that we / our firm is not guilty by a Court of Law in India for any offence involving fraud, dishonesty and moral turpitude

(Signature of Authorized Signatory)