

BHARAT HEAVY ELECTRICALS LIMITED
(A Government of India Undertaking)
P.O. BHEL Jhansi 284120

FABRICATION MANUFACTURING DEPARTMENT

TENDER DOCUMENT
For

Works Contract for In-house Fabrication & Testing of ESP Transformer
Tanks and its Accessories at FBM, BHEL, Jhansi

Tender Enquiry No.

FBM/TE/6/01

Date 26.10.2016

Contact Details			
Name	Designation	Tel No.	e-mail
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I / We Agree with the above

(Signature of the Contractor

with Name, Designation & Seal)

Executive Incharge



BHARAT HEAVY ELECTRICALS LIMITED
(A Govt of India undertaking)
FABRICATION DIVISION (FBM), JHANSI - 284120

TENDER ENQUIRY NO: FBM/TE/6/01

DATE: 26.10.16

DETAILS OF TENDER DOCUMENT

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Nature of work: In-house Fabrication & Testing of ESP Transformer Tanks and its Accessories at FBM, BHEL, Jhansi.

1. BHEL JHANSI is in the process of finalizing the Works Contract for "In-house Fabrication & Testing of ESP Transformer Tanks and its Accessories at FBM, 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 Bidder (Annexure D)
 - e) Tender Evaluation Criteria (Annexure E)
 - f) Contractor's obligations (Annexure F)
 - g) Other General Terms and Conditions (Annexure G)
 - h) Criteria for measurement of work (Annexure H)
 - i) Technical Bid Application (Annexure I)
 - j) Price Bid (Annexure J)
 - k) Guide lines for dealing with discrepancy in words and numbers in price bid (Annexure V)

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 FBMTE601 DATED 26/10/2016" should reach us in a sealed cover on or before 18/11/2016 (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-284 120

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

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



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FABRICATION DIVISION (FBM), JHANSI - 284120

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TENDER DOCUMENT FOR
WORKS CONTRACT FOR IN-HOUSE FABRICATION & TESTING OF ESP
TRANSFORMER TANKS AND ITS ACCESSORIES AT FBM, BHEL, JHANSI

1. **BHEL Jhansi is in the process of finalizing the Works Contract for “In-house Fabrication & Testing of ESP Transformer Tanks and its Accessories at FBM, BHEL Jhansi” and invites quotations from capable and interested bidders.**
2. **The tender document has been detailed as follows:**

SN	Description	Annexure No.	No. of Pages
01.	Notice Inviting Tender	A	2
02.	Work Specification	B	3
03.	Qualifying Requirements	C	3+1
04	Instructions to Tenderers	D	2
05.	Tender Evaluation Criteria	E	1
06.	Contractors obligations	F	3
07.	General Terms & Conditions(also comprises Annexure I,II,III & IV)	G	10+4
08	Criteria for measurement of work	H	1
09	Technical Bid	I	2
10	Price Bid	J	1
11	Guide lines for dealing with discrepancy in words and numbers in price bid	V	1



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NOTICE INVITING TENDER

1	Scope of Work	Works Contract for “In-house Fabrication & Testing of ESP Transformer Tanks and its Accessories” at FBM, BHEL, Jhansi. A representative/ typical drawing no. 24671550166 of ESP tank can be provided for reference only.
2	Tender evaluation criteria	As per Annexure E
3	Duration of Contract	24 Months from the date of award of work
4	Last Date and Time of Receipt of Tender	Upto 13.15 hrs on 18.11.2016
5	Date and Time of Opening of Techno – Commercial bids	14.00 hrs on 18.11.2016
6	Address for receipt/issue of Tender	AGM(FBM) Bharat Heavy Electricals Limited Jhansi,PIN-284120
7	Earnest Money Deposit (EMD)	Rs.120000/- (Rupees One Lakh Twenty thousand Only) OR One time EMD of Rs. 500000/- (Rupees Five Lakhs Only)
7(a)		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)
8(a)		In case of successful bidder, EMD will be converted and adjusted against the security deposit.
8(b)	EMD will be forfeited in following cases	
(i)		After opening the tender, the bidder revokes his tender within the validity period or increases his quoted rate.
(ii)		The bidder does not commence the work within the stipulated period as per LOI/ Contract. In case the LOI/contract is silent in this regard, then within 15 days after award of contract.



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ANNEXURE A

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8(c)	EMD given by all unsuccessful tenderers shall be refunded normally within 15 days of acceptance of award of work by successful tenderer.			
8(d)	EMD shall not carry any interest.			
9	Cost of Tender Document	Cost	Rs 1000	In case the documents are downloaded from website, payment shall be made through a Separate Demand Draft in favour of "BHEL, Jhansi" along with technical bid. In all other cases, receipt of payment made to BHEL, Jhansi to be enclosed.
		VAT (14%)	Rs 145	
		Total	Rs 1145	
		(Rupees One Thousand One Hundred Forty Five only)		
10	Validity of offer	120 Days		
11	Security Deposit (SD)	As per Annexure 'G'		

Note: THOUGH A REPRESENTATIVE DRAWING MAY BE PROVIDED ON DEMAND, THE CONTRACTOR MAY PERSONALLY VISIT THE WORKPLACE AND BE CONVERSANT WITH THE JOB BEFORE SUBMITTING THEIR BIDS.

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

I / We Agree with the above

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

Executive Incharge



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WORK SPECIFICATION

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

- a. The contractor shall be responsible for “In-house Fabrication & Testing of ESP Transformer Tanks and its Accessories in BHEL Jhansi”. If bidder desires a representative/ typical drawing no. 24671550166 of ESP tank can be provided for reference only, however the contractor shall execute the job as per the specific drawing provided by the Fabrication Deptt., BHEL, Jhansi.
- b. The scope of work also includes material preparation (cutting, bending, rolling, drilling, dressing etc. which includes steel blanks for machining), assembly (fitting, welding, testing, shot blasting, NDT testing), primer, painting and getting the jobs cleared by QC (BHEL) / Customer as per BHEL Quality Plan.
- c. Only material, electricity, compressed air, cutting gases, tools, consumables, like electrodes, grinding wheels & discs etc, available with BHEL shall be provided by BHEL free of cost. In stages machining operation shall be in BHEL’s scope. Vendor has to arrange for tooling which are not available with BHEL. Machines/equipments such as welding machines, grinding machines etc shall be arranged by vendor.
- d. EOT crane shall be provided by BHEL free of cost; however, assistance in operation of the same shall be the responsibility of contractor. In contingency, in order to meet the job requirement, any additional resources if required shall be arranged by the contractor at their cost.
- e. Inspection at various stages shall be done by BHEL-QC / Customer and proper record shall be maintained by vendor. Inspection/clearance by BHEL-QC / Customer shall be the responsibility of the contractor. In addition, the Contractor shall attend to any rework/ modifications, as and when suggested by BHEL-QC / BHEL Engg/ Customer.
- f. The Contractor shall be responsible for complying with all the applicable statutory acts & laws.
- g. Contractor may be required to work in 3 –shifts. Contractor shall appoint qualified supervisors for A/B/C Shifts for coordination with various departments of BHEL, Jhansi. Contractor has to organize adequate work force of qualified and experienced welders and fitters to take up parallel working for fabrication. For this



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the contractor shall arrange labour license of required number of workers from govt. before start of contract.

- h. Contractor shall give undertaking for providing skilled & Un-skilled manpower as per requirement of BHEL during execution of contract.

2. MEASUREMENT OF WORK & PAYMENT:

- a. Work shall be measured in terms of Kilogram and payment made on as per weight given in respective drawing(s). Pursuant to due certification from BHEL Quality, Payment will be made to contractor on 'Rs/kg' basis, preferably within 60 days of completion of the work for each ESP Transformer Tank based on the certification by the concerned Engineer-in-Charge, regarding the tonnage executed by the Contractor towards completion of "In-house Fabrication & Testing of ESP Transformer Tanks and its Accessories".
- b. All the payments will be subject to deduction of tax at source applicable as per law.

3. Estimated Quantum of Works: 4,00,000 Kg of ESP Transformer Tanks and its accessories.

Note: The quantity indicated is a projection based on the present requirements. The quantity may increase / decrease based on BHEL's order book position and production requirements.

4. **Delivery Period:** One week advance notice shall be given to the Contractor(s) for starting the work. Delivery requirement for the execution of work will be intimated at the time of loading work on contractor.
5. **LD Clause:** For late completion of work, BHEL standard LD clause shall be applicable which is 0.5% per week or part thereof, subject to maximum 10% of contract value.
6. **Termination of contract:** Based on the time to time performance of the contractor, if the same is under par than that required by BHEL, Then BHEL will have the right to terminate the contract after giving due information of the same to the contractor at least 2 weeks in advance.



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ANNEXURE B

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7. Order may be split between the L1 and L2 bidders in the ratio of 60:40 considering the continuity of supplies as per BHEL delivery requirements. This shall be done provided the L1 rate (evaluated on total cost to BHEL) is accepted by the L2 bidder. In case of non-acceptance of the L1 rate, the counter offer of L1 rate shall be extended to the higher bidder(s) in the order of their tender ranking to get at least 2 contractors. If some/all other bidder(s) do not accept the L1 rate, then order for balance quantity may also be placed on L1 bidder if found capable.

BHEL reserves the rights for distribution of work depending on the progress.

I / We Agree with the above

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

Executive Incharge



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QUALIFYING REQUIREMENTS

Sl.No.	Description of Qualifying requirement	Copy enclosed
1..	<p>1.1) Average Annual financial turnover during the last 3 years ending 31st March 2016, should be at least 9.00 lakh approx. Duly audited Financial Statement/ Balance sheet / Certificate from CA to be submitted as a supporting document. <u>If all balance sheets</u> 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.</p> <p style="text-align: center;">AND</p> <p>1.2) Work Experience (Bidder should fulfill any one of the following):</p> <p>1.2.1) Experience of having successfully completed similar fabrication works during last 7 years ending 31.03.2016 should be either of the following:-</p> <p>a. Three similar completed works each costing not less than the amount equal to Rs 12.00 Lakh. Or</p> <p>b. Two similar completed works each costing not less than the amount equal to Rs 15.00 Lakh. Or</p> <p>c. One similar completed works each costing not less than the amount equal to Rs 24.00 Lakh.</p> <p><u>Similar fabrication works</u> means fabrication of ESP Transformer tanks/ any type of Transformer tanks/ Power End Frames / Bogie Frames / ACEMU Coaches”.</p> <p>Documentary proof (copies of contracts/ purchase orders and completion certificates/ proof of completion/ LOI) for the experience performance report issued by Customer for successful execution of the contract to be submitted. In case of experience in Private Sector relevant TDS Certificate must be attached as evidence.</p> <p style="text-align: center;">OR</p> <p>1.2.2) Bidders who have successfully completed Steel fabrication works not less than 80MT during last 7 years ending 31.03.2016 in BHEL / any govt. organization / PSU are qualified provided they enclose the copies of contracts/ purchase orders and completion certificates/proof of completion such as SRV / Tax invoice/ TDS in this regard.</p>	<p>Yes/No</p> <p>Yes/No</p>



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ANNEXURE C

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SI.No.	Description of Qualifying requirement	Copy enclosed
	OR 1.2.3) Bidders who are registered in the PMD of BHEL, Jhansi with permanent code for 'ESP Transformer Tanks', 'Freight Loco Transformer Tanks' and 'Power Transformer Tanks' and executed orders not less than 80MT during last 7 years ending 31.03.2016 are qualified.	
2.	Contractor Should have independent ESI Code number.	Yes/No
3.	Contractor Should have PAN/TAN number.	Yes/No
4.	Contractor Should have Service Tax number (PAN based)	Yes/No
5.	Contractor shall give an undertaking that he has minimum 04 nos. qualified welders as per ASME section IX or AWS D 1.1 . The qualification certificates of the welders are to be enclosed to the tender. If contract is awarded, the contractor shall employ only those welders who are qualified as per ASME section IX or AWS D 1.1. The contractor shall submit such qualification certificates to BHEL before start of work. The contractor is required to get welder qualification/ approval from customer/agency employed by customer if required by customer during execution of the contract.	Yes/No
6.	The Contractor shall give an undertaking that he shall employ ITI qualified fitters or fitters with 5 years experience as a fitter in similar work and at least one supervisor having 3 years of experience in supervisory of similar work or qualification (minimum diploma), for the complete period of contract. (as per Annexure C1).	Yes/No
7.	Self Certificate/Declaration that the bidder is not blacklisted/ under hold/ banned or delisted by BHEL Jhansi or any unit/ office of BHEL on the date of tender (as per Annexure C1).	Yes/No
8.	Self Declaration that he is not guilty by a Court of Law in India for any offence involving fraud, dishonesty and moral turpitude (as per Annexure C1).	Yes/No
9.	Blank Price Bid as per annexure "J"	Yes/No
10.	The documents required for legal entities under whose name and style Contractor has participated in the tender are as follows:	



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ANNEXURE C

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Sl.No.	Description of Qualifying requirement	Copy enclosed
	<p>10.1) <u>Partnership Firm</u>: Partnership Deed registered at the office of Registrar of Firms.</p> <p>10.2) <u>Company</u>: Certified copy Memorandum of Association, Article of Association and Incorporation Certificate.</p> <p>10.3) <u>Society</u>: Registration certificate issued by Registrar of societies.</p> <p>10.4) <u>Sole Proprietor-ship Firm</u>: 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 (_____).</p>	

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

I / We Agree with the above

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

Executive Incharge

TENDER ENQUIRY NO. FBM/TE/6/01

Self Declaration

1. I / We have never been found guilty by a court of law in India for any crimes of fraud, dishonesty or moral turpitude.
2. I / We have never been black listed by any BHEL unit or any other organization.
3. I / We undertake to abide by all statutory and regulatory requirements while carrying out work at BHEL Jhansi.
4. I / We will deploy ITI qualified fitters or fitters with 5 years of experience as a fitter in similar work and at least one supervisor having 3 years of experience in supervisory of similar work or qualification (minimum diploma), for the complete period of contract.

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



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INSTRUCTIONS TO TENDERERS

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

1. The tender is to be processed in two parts viz.1) Techno Commercial bid and 2) price/rate bid. The Technical Bid Application (Annexure - I) and its enclosures (along with the Contractor's Obligations, General Terms & Conditions and copies of qualifying requirements) must be submitted in one sealed envelope superscribed as "Tender for In-house Fabrication & Testing of ESP Transformer Tanks and its Accessories at FBM, BHEL Jhansi **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 "Works Contract for In-house Fabrication & Testing of ESP Transformer Tanks and its Accessories at FBM, BHEL Jhansi **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 In-house Fabrication & Testing of ESP Transformer Tanks and its Accessories at FBM, BHEL Jhansi TENDER NO **FBM/TE/6/01** DUE DATE OF OPENING **18.11.2016** The same should be dropped in the tender box kept in the CISF gate of Administrative Building, BHEL, Khailar, Jhansi, within the specified date and time by the representative of the tenderer. BHEL shall not take any responsibility if the bid is not dropped in the tender box before due time and date.
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 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



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like PF/ESI/Bonus/Min. wages etc. However service Tax shall be payable extra as applicable. In case of discrepancy in figures and/ or the decision shall be as per guide lines issued by BHEL Corporate MM. (Annexure V)

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, conditions and rate.
8. BHEL may go for Reverse Auction after Techno-Commercial evaluation instead of opening Price Bid. The bidder shall give an undertaking conveying their agreement to participate in RA. The H1 bidder(s) (whose quote is highest in online sealed bid) shall not be allowed to participate in dynamic bidding of RA process.

I / We Agree with the above

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

Executive Incharge



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TENDER EVALUATION CRITERIA

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

1. The bid submitted by the Contractor shall be technically evaluated based on the documents submitted against the stated 'Qualifying Requirements' mentioned at Annexure 'C & I'. If necessary.
2. BHEL officials may also visit the tenderer's office & their client's place to evaluate the capability and assess the performance.
3. Capability of the Contractor will also be assessed on the basis of employees including supervisors on their rolls, machinery, equipments in its possession, previous track record, experience in other organizations, etc.
4. Successful techno commercial qualified bidder after the above process only will be invited for opening of the price bid / participating in Reverse Auction.
5. The contractor(s) shall be awarded the work on over all L-1 basis if otherwise not specified in the tender. Please also refer Sl.no. 7 of Annexure B (Page 3 of 3).
6. 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"
7. In case where bidders have submitted 'NIL' charges/amount over and above the minimum wages as per the standard document, the bid shall be termed unresponsive will not be considered (in terms of provisions of Ministry of Finance, Dept of Expenditure No 29(1)/2014-PPD dated 29/1/2014)

I / We Agree with the above

**(Signature of the Contractor
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Executive Incharge



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CONTRACTOR'S OBLIGATIONS

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 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.
 - i) Aadhar card is mandatory for contract labours for making of their gate pass for entry in BHEL premises.
 - ii) Supervisors of contracting firms who sign on behalf of contractors must have Power of Attorney to the same effect.
 - iii) 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.)
- 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



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ANNEXURE F

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employees. Similarly, liability for any compensation to outsiders on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with him.

- 9) Contractor to ensure compliance of the instructions contained in safety guidelines issued by Safety Deptt (HSE) of BHEL, Jhansi (Same can be downloaded from BHEL Jhansi website. The contractor has to ensure that all precautions are taken for safety of his employees and equipments.
- 10) **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 (Dungaree) and safety gears such as shoes, helmet and PPE. The uniform (Dungaree) should have logo of the contractor's firm/ company, which shall be affixed by the contract labour on the left side of his pocket. The uniform shall be kept in neat, tidy and wearable condition.

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.

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

- 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, equipments as specified in contract and maintain the same to



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ANNEXURE F

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carry out the job under the contract. Contractor has to arrange for tooling which are not available with BHEL at his own cost. If necessary contractor may take insurance policy of his worker, material, equipments & tools & tackles.

B) Towards statutory liability

- 1) As mentioned in the terms and conditions enclosed as Annexure 'G' of this contract
- 2) Contractor shall indemnify BHEL against all claims by statutory authorities and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
- 3) The Contractor shall make the payment to the respective bank accounts of the workers deployed by him before expiry of 7 days from the last day of wage period (wage period shall be from 1st day of the month to the last date of the month) and 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.
- 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 (not available with BHEL) and equipments, if required, to his employees, materials, payment of wages to his employees etc. Payment shall be made as per rates quoted by the contractor.

I / We Agree with the above

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

Executive Incharge



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GENERAL TERMS & CONDITIONS FOR OPERATION OF WORKS CONTRACT.

1 SECURITY DEPOSIT :-

1.1 The total amount of Security Deposit will be 5% of the contract value.

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

- a) Cash (as permissible under the extant Income Tax Act)
- b) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.
- c) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- d) Pay Order, Demand Draft drawn in favor of M/s "Bharat Heavy Electricals Limited, JHANSI" valid for the period of contract payable at Jhansi.
- e) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).
- f) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).

(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)

1.3 The Collection of Security:

- a) At least 50% of the required Security Deposit, including the EMD, should be collected before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.
- b) If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.
- c) The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of the authority competent to award the work.
- d) The Security Deposit shall not carry any interest.



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- e) Security Deposit shall be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract.

2 STAMP DUTY APPLICABLE AS PER INDIAN STAMP ACT 1899 IS AS FOLLOWS:-

Sl	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 LABOUR LICENCE AND OTHER REQUIREMENTS:-

3.1 Labour License

- 3.1.1 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.
- 3.1.2 Contractor shall within 15 days of commencement 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.
- 3.1.3 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.
- 3.1.4 The contractor cannot deploy the contract worker without obtaining requisite Labour licence 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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3.2 Personal Accident Insurance Policy

- 3.2.1 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.
- 3.2.2 The policy should cover the accidental death of workers for 24 Hrs for all the seven days of week.
- 3.2.3 The policy should be purchased from Govt. under taking company.
- 3.2.4 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.
- 3.2.5 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.

4 APPOINTMENT 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 as in para 4.1, 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 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 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**.
- 4.5 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



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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 service before completion of the contract, the contractor shall ensure return biometric card to BHEL Jhansi. In case of non-return of biometric card, Rs 200/- (Rupees Two hundred only) per card shall be deducted from the Security Deposit of the contractor.

5 ATTENDANCE AND PAYMENT OF WAGES:-

- 5.1 Contractor should maintain attendance register by recording daily attendance duly signed by both contractor and contract worker in form 16 of muster roll.
- 5.2 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).
- 5.3 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.
- 5.4 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.
- 5.5 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.
- 5.6 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.
- 5.7 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.
- 5.8 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.



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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.

7 PROVIDENT FUND:-

- 7.1 The contractor should get independent EPF code before deployment of his contract worker against work contract.



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- 7.2 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.
- 7.3 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.
- 7.4 After termination of contract the contractor shall provide due assistance to the labour for withdrawal of PF/pension amount, when due.
- 7.5 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.

7.6 PF CONTRIBUTION :

Employee's Contribution	Employer's Contribution	
12% of Normal wages paid As applicable by respective Govt. / Agency. (Current statutory wage ceiling - Rs.15000/- month on Employee's/ Employers Contribution).	PF Contribution	3.67%
	Insp /Admn Charges	0.85%
	(Subject to min. Rs. 500 /- per challan)	
	Admin / Insp Charges	0.5%
	Pension Fund	8.33%
	EDLI Charges	0.01%
	(subject to minimum Rs. 200/- per challan)	
	Total	13.36%

- 7.7 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.

8 EMPLOYEES STATE INSURANCE:-

- 8.1 The Contractor should allot ESI account number and get the nomination form, duly filled in, from each employee deployed by him at the time of joining.
- 8.2 At the time of joining the contractor shall get the self/family registration form filled by the workers and submit to the local ESI office.
- 8.3 The contractor shall facilitate collection of issued ESI cards by his worker.
- 8.4 As applicable by Government/ respective agency (existing wage limit for coverage under the Act is Rs. 15,000/- per month w.e.f. 01/05/2010).

ESI CONTRIBUTION :-

Employee's Contribution
1.75% of gross wages

Employer Contribution
4.75% of gross wages



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- 8.5 The Contractor shall submit annual returns in Form-6 prescribed under ESI Act, deployed by him with a copy to HR and finance department
- 8.6 The Contractor shall produce the following Registers and forms as per Contract Labour (R & A) Rules 1971 for verification by the Executing Officer of the company :-
- (a) Form XIII - Register of Workmen employed by contractors (Rule75)
 - (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
 - (m) Form XIV – Leave with wage register
 - (n) Form XV – Leave book
- 8.7 Contractor shall fully abide by the provisions of various applicable labour Act/laws and all other enactments as applicable for such contracts.

9 BONUS:-

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

10 LEAVE WITH WAGES TO CONTRACT LABOUR :-

- 10.1 Guidelines as per factories Act 1948 & U P factories Rules 1950 should be strictly observed with regard to crediting / availing of leave of absence. Register as prescribed under the said rules should be maintained by the contractor.
- 10.2 The contractor will give three paid National Holidays to his employees.

11 INDEMNITY BOND/COMPLIANCE OF LEGAL PROVISION / INTIGRITY PACT

- 11.1 BHEL Jhansi shall not be liable for any compensation whatsoever in the case of accident / injury to the person employed by the contractor coming in the premises of BHEL Jhansi. Contractor shall pay all claims / compensation / damages / penalty / fine or any amount payable to the individual / authorities payable due to accident / injury to the person employed by the Contractor.



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- 11.2 That BHEL-Jhansi will not, in any manner be responsible for any act, omission or commission of the workers engaged by contractor and no claim in this respect will lie against BHEL-Jhansi. If any such claim is made against BHEL-Jhansi by any worker or his heirs engaged/employed by the contractor, which BHEL-Jhansi is obliged to discharge by virtue of any statute or any provision of law and rules due to mere fact of the workers of the contractor working at BHEL- Jhansi premises or otherwise, the contractor will be liable to indemnify/reimburse BHEL-Jhansi all the money paid in addition to the expenses incurred by him. The contractor must indemnify and keep indemnified BHEL-Jhansi against all losses and claims for injuries or damage to any person or property whatsoever which may arise of or in course of the operation of the contract and against all claims, demands, proceedings, damages, cost, charges and expenses whatsoever in respect of contingencies depicted herein shall be deemed as expected risk.
- 11.3 The Contractor has to make an agreement with BHEL in the format prescribed only on Rs. 100/- Non-Judicial Stamp Paper.
- 11.4 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.

12 OTHER GENERAL TERMS AND CONDITIONS :-

12.1 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.

- 12.2 The work shall be supervised by the contractor or through the authorized representatives on day to day basis.
- 12.3 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.
- 12.4 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.
- 12.5 Security deposit will be released on submission of following certificates from departments mentioned as under:-



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

13 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.

14 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.

15 CONFIDENTIALITY

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



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16 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.

17 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.

18 JURISDICTION

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

19 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 the Contractor
with Name. Designation & Seal)**

Executive Incharge

गेट पास आवेदन

(ठेकेदार के संविदा श्रमिकों हेतु)

१. ठेकेदार का नाम
२. कार्य का स्वरूप
३. कार्य आदेश सं./दिनांक
४. कार्य आदेश अवधि
५. कार्य स्थल (विभाग एवं कोड) एवं
६. गेट का नाम जिससे प्रवेश/वर्हिगन होगा
७. 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.....

स्थायी पता.....वर्तमान पता.....

शैक्षिक योग्यता.....

तकनीकी योग्यता.....

आधार न०.....मोबाइल न०.....

भविष्य निधि खाता संख्या

कर्मचारी रा.बी. निगम खाता संख्या

(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)

आबंटित गेअ पास सं०.....दिनांक.....हस्ताक्षर आबंटनकर्ता.....

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 दिन के पश्चात् २५ तारीख को के० ओ० सु० ब० द्वारा नवीनीकृत किया जायेगा।

हस्ताक्षर उप कमान्डेन्ट के० ओ० सु० ब० इकाई
बी०एच०ई०एल० झाँसी (उ०प्र०)

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.

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 thump impression of workman	Date of termination of employment	Reasons for termination	Remarks
1	2	3	4	5	6	7	8	9	10	11	12

Note: Register of wages as per form XVII is mandatory to be maintained for each month

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

Name and Address of Contractor Name and address of Establishment in / under
which contract is carried on

Nature and location of works

..... 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 OF THE CONTRACTOR

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



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MEASUREMENT OF WORK AND PAYMENTS THERE OF.

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

Sl.No.	JOB/ACTIVITY	UNIT OF MEASUREMENT (Kg)	QUANTUM OF WORK
1.	In House Fabrication & Testing of 800 NOS of ESP Transformer Tanks and its Accessories	Kg	Average 500 kg per ESP Transformer Tank x 800 nos= 400000 kgs.

3. Pursuant to completion of work against each ESP Transformer Tank, payment will be made to the contractor on the basis of (Rs./Kg) work carried out by him against each ESP Transformer Tank duly cleared by BHEL-QC/ Customer as per BHEL Quality Plan. The design weight shall be the basis to decide the tonnage of work carried out by the contractor.
4. All payments will be subject to deduction of income tax at source as per Income Tax as per the applicable Rules.
3. Measurement Book to be maintained by the contractor for the work carried out on daily basis & the same shall be verified by BHEL official, nominated for the same.

I / We Agree with the above

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

Executive Incharge



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ANNEXURE I

TENDER ENQUIRY NO: FBM/TE/6/01

DATE: 26.10.16

PROFORMA FOR SUBMITTING TECHNICAL BID

ESSENTIAL DOCUMENTS		
1	Name of the firm (Documents as per clause 10 of annexure C to be attached)	
2	Address and Contact Numbers	
3	Name of the Proprietor	
4	ESI Code Number	
	Copy of the Certificate	Enclosed / Not Enclosed
5	PAN/TAN Number	
6	Service Tax Number(PAN Based)	
7	Audited financial statement/ CA Certificate as per Tender	Enclosed / Not Enclosed
8	Experience Certificate/Proof of execution/Registration details at BHEL, Jhansi for the relevant work specified or Supplier Code.	
9	No. of Workers including Supervisors on the rolls of the firm	
10	Earnest Money Deposit	Rs . 120000.00
	D.D. Number & Date	
	Drawn on (Bank)	
11	Tender Cost	Rs. 1145.00
	D.D. Number & Date	
	Drawn on (Bank)	
12	Validity of offer	120 days from the date of tender opening
13	Blank Price bid format	Enclosed / Not Enclosed



BHARAT HEAVY ELECTRICALS LIMITED
(A Govt of India undertaking)
FABRICATION DIVISION (FBM), JHANSI - 284120

ANNEXURE I

TENDER ENQUIRY NO: FBM/TE/6/01

DATE: 26.10.16

14	Whether documents submitted as per Annexure 'C'	Yes/ No
15	PF Code Number	
	Copy of the Certificate	Enclosed / Not Enclosed
DESIRABLE DOCUMENTS		
16	Labour Licence Number	
	Copy of the Licence	Enclosed / Not Enclosed
17	Income tax return of last 3 years	Enclosed / Not Enclosed
18*	Acceptance for participating in Reverse Auction	Yes/No

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

Date:

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

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

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

I / We Agree with the above

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

Executive Incharge



BHARAT HEAVY ELECTRICALS LIMITED
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FABRICATION DIVISION (FBM), JHANSI - 284120

ANNEXURE J

TENDER ENQUIRY NO: FBM/TE/6/01

DATE: 26.10.16

PRICE BID

Subject :- Price Bid against your Tender Enquiry no. FBM/TE/6/01 for "In-house Fabrication & Testing of ESP Transformer Tanks and its Accessories" in Fabrication Department, BHEL, Jhansi.

Dear Sir,

1. Job Details:

JOB/ ACTIVITY	UNIT OF MEASUREMENT	QUANTUM OF WORK
In-house Fabrication & Testing of ESP Transformer Tanks and its Accessories (as per work specification in annexure B)	Kg	400000.00

2. We are quoting Techno-commercial bid, minimum basic fabrication rate excluding taxes and duties
3. **Basic fabrication rate =**

` Rs . _____ per kg (in figures)

` .Rupees per kg (in words)

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

Signature of Supplier :

Date :

Name :

Designation :

Seal :



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ANNEXURE V

TENDER ENQUIRY NO: FBM/TE/6/01

DATE: 26.10.16

**SUB: GUIDELINES FOR DEALING WITH “DISCREPANCY IN WORDS & FIGURES-
QUOTED IN REVERSE AUCTION”**

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 unit price by 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 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 of the above lines and if the bidder does not agree to the decision of the purchaser, bid is liable to be ignored.

I / We Agree with the above

(Signature of the Contractor

with Name, Designation & Seal)

Executive Incharge