

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

FABRICATION MANUFACTURING DEPARTMENT

TENDER DOCUMENT

For

Assistance in fitting, welding, drilling, shifting & stocking of small components, sub assembled items and assembled jobs in Bay-1 & 2 of Fabrication shop, BHEL Jhansi.

Tender Enquiry No.

FBM/TE/6/03

Date: 07.10.2016

Contact Details			
Name	Designation	Tel No.	e-mail
Harish Bansal	Engineer / FBM	0510-2412674	hbansal@bheljhs.co.in
Md. Arshad	Sr. Mgr / FBM	0510-2412606	m_arshad@bheljhs.co.in
S R Pandey	AGM/ FBM	0510-2412038	srpandey@bheljhs.co.in
R N Jha	AGM/ FBM-H	0510-2412608	rnjha@bheljhs.co.in

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/6/03

DATE: 07.10.16

DETAILS OF TENDER DOCUMENT

F	B	M	T	E	6	0	3				R		
---	---	---	---	---	---	---	---	--	--	--	---	--	--

Nature of work: Assistance in fitting, welding, drilling, shifting & stocking of small components, sub assembled items and assembled jobs in Bay-1 & 2 of Fabrication shop, BHEL Jhansi.

1. BHEL JHANSI is in the process of finalizing the Service Contract for “assistance in fitting, welding, drilling, shifting & stocking of small components, sub assembled items and assembled jobs in Bay-1 & 2 of Fabrication shop, BHEL Jhansi”

2. The tender document has been detailed as follows:

- a) Notice Inviting Tender (Annexure A)
- b) Work Specifications (Annexure B)
- c) Qualifying Requirements (Annexure C)
- d) Instruction to Tenderers (Annexure D)
- e) Tender Evaluation Criteria (Annexure E)
- f) Contractor's obligations (Annexure F)
- g) General Terms and Conditions (Annexure G)
- h) Measurement of work and payment thereof (Annexure H)
- i) Performa for submitting Technical Bid (Annexure I)
- j) Price Bid (Annexure J)
- k) Annexures I, II, III and IV

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 tenderer on all the pages and complete in all respects superscribed as “Quotation for Tender No FBMTE603 DATED 06/10/2016” should reach us in a sealed cover on or before 28/10/2016 (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.*



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

TENDER ENQUIRY NO: FBM/TE/6/03

DATE: 07.10.16

**ASSISTANCE IN FITTING, WELDING, DRILLING, SHIFTING & STOCKING OF
SMALL COMPONENTS, SUB ASSEMBLED ITEMS AND ASSEMBLED JOBS IN
BAY-1 & 2 OF FABRICATION SHOP, BHEL JHANSI.**

CONTENTS

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.	Contractor's obligations	F	3
07.	General Terms & Conditions	G	10
08	Measurement of work and Payment thereof	H	1
09	Performa for submitting Technical Bid	I	2
10	Price Bid	J	1+3
11	Annexures I, II, III & IV	K	4
	Total pages		36



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

ANNEXURE A

TENDER ENQUIRY NO: FBM/TE/6/03

DATE: 07.10.16

NOTICE INVITING TENDER

1	Scope of Work	Service contract for Assistance in fitting, welding, drilling, shifting & stocking of small components, sub assembled items and assembled jobs in Bay-1 & 2 of Fabrication shop
2	Duration of Contract	One year from award of Contract.
3	Tender Evaluation Criteria	As per Annexure 'E'
4	Last date of receipt of the Tender	Upto 13.15 hrs on 28.10.2016
5	Date of opening of Techno-Commercial Bid.	14.00 hrs on 28.10.2016
6	Address for receipt/issue of Tender	AGM(FBM) Bharat Heavy Electricals Limited Jhansi, PIN-284120
7	Earnest Money Deposit (EMD)	Rs. 234599/- (Rupees Two Lakh Thirty Four thousand Five Hundred Ninety Nine Only) OR One time EMD of Rs. Five Lakh 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.	
8(c)	EMD given by all unsuccessful tenderers shall be refunded normally within 15 days of acceptance of award of work by successful tenderer.	

Page 1 of 2

We hereby accepted above (Signature & seal of bidder)

Seal & Signature of BHEL contracting authority



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

ANNEXURE A

TENDER ENQUIRY NO: FBM/TE/6/03

DATE: 07.10.16

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 (14.5 %)	Rs 145/-	
		Total	Rs 1145/-	
		(Rupees One Thousand One Hundred Forty Five only)		
10	Security Deposit (SD)	The SD is payable in the form as specified in annexure G.		
11	Validity of Offer	120 days		

Note: 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



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

ANNEXURE B

TENDER ENQUIRY NO: FBM/TE/6/03

DATE: 07.10.16

WORK SPECIFICATION

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

- a. The contractor shall be responsible for assistance in fitting, welding, drilling, shifting & stocking of small components, sub assembled items and assembled jobs in Bay-1 & 2 of Fabrication shop, BHEL, Jhansi". The details are as under:

Sl.No.	Assistance in following activities	Unit of Measurement	Quantum of Work
1	Assistance in fitting, welding, drilling, shifting & stocking of small components, sub assembled items and assembled jobs in Bay-1 & 2 of Fabrication shop.	Kg	84,00,000.00

- b. The Contractor shall be responsible for complying with all the applicable statutory acts & laws.
- c. Contractor may be required to work in 3 –shifts. Contractor shall organize adequate work force to perform the contract.
- d. Contractor is advised to visit the work place to know the work content before submission of quotation.
- e. Contractor shall give undertaking for providing adequate manpower as per requirement of BHEL during execution of contract.
- f. Tenderer should conform to the following work related requirement:
- i) The Contractor shall depute adequate competent manpower for completion of the work within the stipulated time period. In order to ensure the proper

Page 1 of 3



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

ANNEXURE B

TENDER ENQUIRY NO: FBM/TE/6/03

DATE: 07.10.16

credentials of the persons deployed for execution of the contract, the Contractor shall depute the manpower with the approval of the Head / FBM, BHEL, Jhansi.

- ii) If in the opinion of the concerned engineer of Fabrication Shop, the manpower employed by the Contractor is not adequate to complete the work, the Contractor shall increase the manpower as per the directions of the engineer of Fabrication Shop. Likewise, if in the opinion of the concerned engineer of Fabrication Shop, the manpower employed by the Contractor is to be reduced based on the available load at the given point of time, the Contractor shall decrease the manpower as per the directions of the engineer of Fabrication Shop.
- iii) The personal protective equipment, helmets, shoes, dungaree etc, group insurance shall be provided by the contractor from the commencement of the contract for entire contract period. However payment against above shall be made as per rates quoted by the contractor or as per rates decided by BHEL (whichever is less).
- iv) In case any worker leaves the job or fresh worker is deployed then, providing helmets, shoes, dungaree group insurance etc. to the fresh worker shall be in contractor scope and no extra amount shall be payable to this account by BHEL.

2. MEASUREMENT OF WORK & PAYMENT:

- a. The work shall be measured in terms of weight (Kilogram) and payment made on 'Rs/kg' basis.
- b. The payment shall be made every month, on receipt of the attendance record, duly certified by the concerned engineer of Fabrication Shop.
- c. All the payments will be subject to deduction of tax at source applicable as per law.

- 3. Execution of Contract:** If awarded the contract, the Contractor shall deploy adequate competent manpower to perform the contract in Fabrication Shop. Depending upon the available load at the given point of time, the Contractor shall



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

ANNEXURE B

TENDER ENQUIRY NO: FBM/TE/6/03

DATE: 07.10.16

be informed in advance regarding the need (if any) for deploying adequate manpower for executing the work in a given month.

- 4. Payment:** The Contractor shall record the attendance of the manpower deployed in Fabrication Shop and the same shall be vetted by the concerned Engineer of Fabrication Shop. The payment shall be made on quantum of work carried out by the manpower deployed by the Contractor during the month. Pursuant to due certification from the concerned Engineer(s), payment will be made to contractor on 'Rs/kg' basis.
- 5. Penal Clause:** By the 7th of every month, the Contractor shall make payment to the manpower deployed in Fabrication Shop during the previous month. Any delay in making the payment to its manpower will be viewed seriously and may invite penal action against the Contractor.
- 6. Estimated Quantum of Works: 84,00,000 Kg \pm 30%.**

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



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

ANNEXURE C

TENDER ENQUIRY NO: FBM/TE/6/03

DATE: 07.10.16

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 of 2016 should be atleast Rs 23.46 lakhs approx (Please attach Income tax return along with Balance sheet and Profit & Loss Account of last three financial years, ending 31st March of the previous years, or Certificates of CA)</p> <p style="text-align: center;">AND</p> <p>1.2) Work Experience : Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:-</p> <p>a. Three similar completed works each costing not less than the amount equal to Rs 23.46 lakhs approx. Or b. Two similar completed works each costing not less than the amount equal to Rs 35.19 lakhs approx. Or c. One similar completed works each costing not less than the amount equal to Rs 58.65 lakhs approx.</p> <p>Documentary proof (Completion Certificate / Proof of Completion) for the experience performance report issued by Customer for successful execution of the contract to be submitted. In case of experience in Private Sector relevant TDS Certificate must be attached as evidence.</p> <p>Similar works means all types of service contracts / works contracts.</p>	<p>Yes/No</p> <p>Yes/No</p>
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



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

ANNEXURE C

TENDER ENQUIRY NO: FBM/TE/6/03

DATE: 07.10.16

Sl.No.	Description of Qualifying requirement	Copy enclosed
5.	The Contractor shall give an undertaking that he shall employ capable manpower for the concerned work.	Yes/No
6.	Tender cost for Rs.1145/-(Rupees One Thousand One Hundred Forty Five only) payable through a Demand Draft in favour of "BHEL", Jhansi.	Yes/No
7.	EMD for Rs. 234599/- (Rupees Two Lakh Thirty Four thousand Five Hundred Ninety Nine Only) payable in the form of Demand Draft/Pay order in favour of BHEL Jhansi.	Yes/No
8.	Self Certificate/Declaration that the bidder is not blacklisted/under hold/banned or delisted by BHEL Jhansi or any Unit/Region/Office of BHEL/ Any PSU on the date of tender (as per Annexure C1).	Yes/No
9.	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

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.



BHARAT HEAVY ELECTRICALS LIMITED

(A Govt of India undertaking)

FABRICATION DIVISION (FBM), JHANSI - 284120 ANNEXURE C1

TENDER ENQUIRY NO: FBM/TE/6/03

DATE: 07.10.16

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 blacklisted/under hold/banned or delisted by BHEL Jhansi or any Unit/Region/Office of BHEL/ Any PSU on the date of tender.
3. I / We undertake to abide by all statutory and regulatory requirements while carrying out work at BHEL Jhansi.

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



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

ANNEXURE D

TENDER ENQUIRY NO: FBM/TE/6/03

DATE: 07.10.16

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 Assistance in fitting, welding, drilling, shifting & stocking of small components, sub assembled items and assembled jobs in Bay-1 & 2 of Fabrication shop, 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 **"Tender for Assistance in fitting, welding, drilling, shifting & stocking of small components, sub assembled items and assembled jobs in Bay-1 & 2 of Fabrication shop, 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 are liable to be rejected/by passed.
2. Both the technical bid and price bid sealed envelopes must be again sent in a single envelope duly sealed and superscribed as **"TENDER FOR TENDER NO FBM/TE/6/03 DUE DATE OF OPENING 28.10.16"**. The same should be dropped in the tender box kept in the CISF gate of Administrative Building, BHEL, Khailar, Jhansi, within the specified date and time by the representative of the tenderer.
3. All tenderers can witness the opening of the Technical Bid. After evaluation of the Technical Bid which may involve visit to the tenderer's / clients place by authorized officials, only those tenderers who are technically found suitable will be considered for price bid opening. The Bidder(s) whose technical bid has been accepted, would be informed in advance about 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 like PF/ESI/Bonus/Min. wages etc. However service Tax shall be payable extra as

Page 1 of 2



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

ANNEXURE D

TENDER ENQUIRY NO: FBM/TE/6/03

DATE: 07.10.16

- applicable. In case of discrepancy in figures and/ or words the decision shall be as per guide lines issued by BHEL Corporate MM. (Annexure J(b))
6. The rate of commission quoted by the bidder shall be firm and same 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. BHEL can extend the contract on same terms and conditions for a period upto one year.



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

ANNEXURE E

TENDER ENQUIRY NO: FBM/TE/6/03

DATE: 07.10.16

TENDER EVALUATION CRITERIA

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

1. BHEL officials may visit the tenderer's office & their client's place to evaluate the capability and assess the performance. 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.
2. After the above process, successful techno commercially qualified bidder(s) only will be invited for opening of the price bid.
3. The contractor shall be awarded the work on over all L-1 basis if otherwise not specified in the tender.
4. 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 and will not be considered (in terms of provisions of letter of Ministry of Finance, Dept. of Expenditure No 29(1)/2014-PPD).



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

ANNEXURE F

TENDER ENQUIRY NO: FBM/TE/6/03

DATE: 07.10.16

CONTRACTOR'S OBLIGATIONS

A) Towards selection, control and supervision of employees

- a) Contractor shall decide the number of employees to be deployed for execution of the work awarded to him and he or his authorized representative will be solely entitled to instruct such workers about the manner of carrying out the work as per the prescribed specifications and quality plan. In order to ensure the proper credentials of the persons deployed for execution of the contract, the Contractor shall depute the manpower with the approval of the Head / FBM, BHEL, Jhansi.
- b) Contractor shall supervise the work allotted to him and to be carried out by his employees.
- b1) Aadhar Card is mandatory for contract labors for making of their gate pass for entry in BHEL premises.
- b2) Supervisors of contracting firms who sign on behalf of contractors must have Power of Attorney to the same effect.
- b3) Contractor are advised that contract labors must be employed without any discrimination on caste or creed basis.
- c) Contractor to ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc. acceptable to FBM department of BHEL.
- d) Contractor to maintain appropriate records of his employees deployed to carry out the job(s) as per various labor registers prescribed by labor office. Contractor shall maintain neatly written, complete and legible registers, records, reports and returns for inspection by various authorities at short notice.
- e) Contractor shall ensure Personal Accident Insurance (24x7) policy of Contract Workers from (Govt. under taking company). The coverage shall be of Rs. 5 lakhs per individual. The coverage shall be of 24 Hrs. (Accidental Death cover). The sum assured (Rs. 5 lakhs) shall become payable to the nominee in the event of death of insured person.

Page 1 of 4



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

ANNEXURE F

TENDER ENQUIRY NO: FBM/TE/6/03

DATE: 07.10.16

In the event of death of any contract worker deployed by the contractor without proper insurance cover, the contractor shall be liable to pay Rs. 5 lakhs to the nominee/ legal heir of such deceased contract worker. In case of extension of contract, premium of accidental insurance will be on actual subject to maximum of Rs. 300/- per individual per quarter. The contractor shall be responsible for suitable extension of accidental insurance during the extended period of contract. Gate pass of the contract labour shall be issued only after taking the Insurance Cover.

- f) Contractor shall 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 from BHEL.
- g) 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.
- h) 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 the contractor.
- i) The Contractor has to provide to his workers uniform (dungaree), shoe and helmet along with stitching charges. The uniform should have badges bearing 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. There shall be no reimbursement of uniform, shoes in case of extension of contract.
- j) Contractor to ensure compliance of the instructions as contained in safety guidelines (issued by, Health, Safety, and the Environment (HSE) Department (of BHEL, Jhansi), and uploaded on BHEL Jhansi website. The contractor has to ensure that all precautions are taken for safety of his employees and equipment.
- k) In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees from the establishment of BHEL. In



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

ANNEXURE F

TENDER ENQUIRY NO: FBM/TE/6/03

DATE: 07.10.16

case contractor decides to terminate services of his employees, he should settle all terminal dues required.

- m) Contractor shall within 15 days of commencement/completion of work order submit Form VI-A to concerned Labour Commissioner Office (Assistance Labour Commissioner/ Regional Labour Commissioner whatever applicable). The first & final bill shall be processed only on clearance regarding submission of Form VIA & VI-B respectively by contractor. Till then award will be treated as PROVISIONAL.

B) Towards supply of tools, tackles and materials

- a) Tools, tackles & equipments related to work can be provided from tool store of BHEL, Jhansi on demand by the contractor. However contractor has to get a no dues certificate from tool Store of BHEL, Jhansi at the time of termination of the contract.
- b) Contractor shall provide shoe, helmet, and personal protective equipment as per clause no. 1.f.(iii) of Annexure 'B'. However contractor shall maintain the same at his own cost.
- c) Contractor shall ensure that his workers wear dungaree, shoes, helmet and other required safety appliances, apparels / equipments at the work place otherwise deduction @ of 5% will be deducted from the bills.

C) Towards statutory liability

- a) As mentioned in the terms and conditions enclosed as Annexure 'G' of this tender.
- b) Contractor shall indemnify BHEL against all claims by statutory authorities and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
- c) Contractor shall be responsible for making payment of wages before expiry of 7 days from the last day of wage period (wage period shall be from 1st day of the month to the last date of the month) and to ensure disbursement of wages in the presence of the authorities representative of contract operating division who shall record under his signature at the end of entries in the Register of wages. Alternatively, disbursement of the wage may be done as per clause 4.8 of Annexure G.

Page 3 of 4



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

ANNEXURE F

TENDER ENQUIRY NO: FBM/TE/6/03

DATE: 07.10.16

- d) Contractor to obtain license under the provisions of Contract Labor (Regulation & Abolition) Act'1970.
- e) The changes in the statutory liabilities as and when done by respective government/ agency shall be applicable to the contract labors deployed under the contract.

D) Towards Finance

Contractor to arrange his own finance for carrying out the job including payment of wages to his employees etc. **Rates to be as per price bid.**



TENDER ENQUIRY NO: FBM/TE/6/03

DATE: 07.10.16

**GENERAL TERMS & CONDITIONS FOR CONTRACTORS FOR DEPLOYMENT OF
CONTRACT LABOURS UNDER SERVICE / 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.



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

ANNEXURE G

TENDER ENQUIRY NO: FBM/TE/6/03

DATE: 07.10.16

- d) The Security Deposit shall not carry any interest.
- e) Security Deposit shall be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract.

2. LABOUR LICENCE AND OTHER REQUIREMENTS:-

- 2.1 The contractor shall deploy such number of workers in the premises of BHEL, Jhansi, as required for completion of the contract. The workers such deployed shall be his own workers.
- 2.2 In case the number of Labour deployed by the contractor in premises of BHEL Jhansi exceeds the number of Labour allowed in the license then the contractor shall immediately inform the HR and concerned department. The contractor shall also apply to the licensing officer in the region for amendment in the license within 7 days of exceeding the number of labors mentioned in the license..
- 2.3 Labour license and other requirement in case of contractors NOT working in BHEL, Jhansi or has less than 20 workers on his rolls.
- 2.3.A The contractor cannot deploy the contract worker without obtaining requisite Labour license from the appropriate government authority(Central Govt.). Till then contractor may be allowed to deploy 19 labors or less.
- 2.4 The contractor shall also have to submit copy of PAN card and latest IT return.
- 2.5 The contractor must possess Service Tax Registration number under relevant code head.
- 2.6 The contractor should possess VAT/TIN Number if material is supplied/consumed. The contractor should not be disqualified from bidding in case the contractor does not have TIN No. However, he shall have to produce TIN No. before opening of Price bid.
- 2.7 Stamp Duty: Contractor should deposit stamp duty, **before start of the contract**, on security deposit as per Stamp Duty Act

3.0 APPOINTMENT AND ENTRY IN FACTORY PREMISES BY CONTRACT WORKER

- 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: Gate pass for entry inside the factor shall be issued in line with requirement of CISF. Character Certificate should be made in line with CISF Guide line. Self-Certified copy of Character certificate issued by District

Page 2 of 10



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

ANNEXURE G

TENDER ENQUIRY NO: FBM/TE/6/03

DATE: 07.10.16

Magistrate's Office or minimum Superintendent of Police/ Sub Divisional officer level of Police Officer of concerned area will be required for issuing permission to enter into the factory. Character certificate will be valid for three years.

In special case where character certificate of above authorities are not available, Character Certificate of concerned Police Station/ Reporting Police Chauki along with Proof of remittance of fees for application for apply of character certificate at District Magistrate's Office can be issued for a period of three months with confirmation that 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 3.1, 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 every one months on last working day (or as decided by the BHEL time to time) 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 nonreturn of biometric card Rs. 200.00 (Rupees two hundred only) per card shall be deducted from the security deposit of the contractor.

4.0 BILLS PAYMENT, ATTENDANCE AND PAYMENT OF WAGES:

- 4.1 The contractor shall pay minimum wages as applicable of the Appropriate Government and in addition to minimum wage Rs. 123.08 per day (which may vary) shall also be paid by the Contractor to his workers.
- 4.2 The contractor shall submit bills to the contracting department on 5th of each month subject to completion of work during the earlier month.

Page 3 of 10



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

ANNEXURE G

TENDER ENQUIRY NO: FBM/TE/6/03

DATE: 07.10.16

4.3 The contractor's bills should be accompanied with the following.

- a) The contractor should maintain attendance register in form 16 (Form XVI) of muster roll by recording daily attendance duly signed by both contractor & contract worker.
- b) Copy of Measurement Book entries/Statement of work done by the Contractor.
- c) Statement of Minimum Wages of labours deployed by him under the Service 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.
- d) PF and ESI challans for previous month- separate for concerned Works contract. Print of online challan alongwith list of contributing contract workers for ESI duly certified by the contractor.
- e) Wage payment sheet for the bill period as per annexure IV.
- f) Copy of Form-5 and Form-10 (PF monthly returns) submitted by contractor to RPFC for billing month.
- g) Copy of Form 12A-regarding PF remittance.
- h) List of CL covered under accident insurance policy.
- i) Statement of material supplied by the contractor if any.
- j) Copy of Labour Licence if increase in no. of labours deployed against Work Order if applicable.
- k) Copy of Challan of previous service tax paid.
- l) Proof of Personal Accident Insurance Policy alongwith bill.

4.4 The executing department shall pass the bills of the contractor, after thorough checking , alongwith requisite documents the bill in original and Service Tax Challan & as in para 4.3 above, forward them to Finance through HR department latest by on or before 9th Day of the following month.

4.5 After checking the Labour Laws compliances of the concerned works contract with respect to the concerned service contract, HR department and after retaining copies of PF and ESI Challans and wage payment sheet pertaining to current month, annexure IV etc., will forward the bill alongwith requisite documents (the bill in original and service tax challan) to finance department, if compliances found duly completed and complied. Finance department shall on satisfactory compliances of stamp duty charges, service tax and security deposit amount, make payment as per contract.

4.6 Finance department shall, on satisfactory compliance, and after deduction on account of Security deposit amount and TDS will make payment to the contractor preferably within 10 days of submission of clean bill by the contractor.

Page 4 of 10



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

ANNEXURE G

TENDER ENQUIRY NO: FBM/TE/6/03

DATE: 07.10.16

- 4.7 The contractor shall issue pay slips to his workers, for the month deployed for undertaking activities under the Service contract, at least a day prior to disbursement of wages.
- 4.8 The contractor shall make payment to the his own labors/contract workers before the expiry of the 7th day after the last day of the wage period in respect of which the wages are payable, preferably through bank account for better control and smooth wage disbursement. The payment of wages to the workers shall not be subject to payment against the bills by BHEL.
- 4.9 The contractor shall remit the cheques favoring Regional Provident Fund Commissioner "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 or as latest Government rules of concerned departments.
- 4.10 The contractor shall make payment of wages to his workers preferably to their bank account(s). Else, 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.
- 4.11 In cases where the payment to the contractor is due only after completion of work and the payment is not made monthly then the contractor shall have to produce documents as enumerated in para 4.3 above, in respect of all workers deployed by him against the contract, for each month separately, along with final bills.

5.0 PROVIDENT FUND

- 5.1 The contractor should get independent EPF code before deployment of his contract worker against work contract.
- 5.2 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.
- 5.3 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.
- 5.4 After termination of contract the contractor shall provide due assistance to the labour for withdrawal of PF/pension amount, when due.



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

ANNEXURE G

TENDER ENQUIRY NO: FBM/TE/6/03

DATE: 07.10.16

- 5.5 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.

The contract should have class 2 and Class 3 digital signature (or have to obtain before start of work and also must be uploaded in web site of (Employee Provident Fund Organization 'EPFO').

Contractor must follow the rules and regulations of ESIC and EPFO and also activate the UAN of their employees.

5.6 **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 /- pre challan)	
	Admin / Insp Charges	0.5%
	Pension Fund	8.33%
	EDLI Charges	0.01%
	(subject to minimum Rs. 200/- per challan)	
	Total	13.36%

- 5.7 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.

6.0 EMPLOYEES STATE INSURANCE

- 6.1 The Contractor should allot ESI account number and get the nomination form, duly filled in, from each labour deployed by him at the time of joining.
- 6.2 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.
- 6.3 The contractor shall facilitate collection of issued ESI cards by his worker.

6.4 **ESI CONTRIBUTION:-**

Employee's Contribution	Employer Contribution
1.75% of gross wages	4.75% of gross wages



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

ANNEXURE G

TENDER ENQUIRY NO: FBM/TE/6/03

DATE: 07.10.16

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.

- 6.5 The Contractor shall submit annual returns in Form-6 prescribed under ESI Act, deployed by him with a copy to HR and finance department
- 6.6 The Contractor shall produce the following Registers and forms as per Contract Labour (R & A) Rules 1971 for verification by the Executing Officer of the company :-
- (a) **Form XII - Register of contractors (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)**
- 6.7 Contractor shall fully comply provisions of various applicable labour laws and all other enactments as applicable for such contracts.

7.0 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 Labour Enforcement Officers (LEO) Office.

8.0 Discipline

- 8.1 The Contractor shall be responsible for the discipline of his own labours deployed under the contract. In case of any loss to the BHEL Jhansi on account of indiscipline of contract labour then such loss shall be assessed and recovered from the running bills of the contractor or from the security deposit.
- 8.2 The contractor shall not employ any person who has not completed his 18 years of age and person who has attained 60 years of age.
- 8.3 The contractor, on advice of authorized BHEL official, shall immediately remove any person employed by him, who may in the opinion of such authorized BHEL official is involved in misconduct. Such person shall not be re-employed by the contractor without prior permission.



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

ANNEXURE G

TENDER ENQUIRY NO: FBM/TE/6/03

DATE: 07.10.16

9.0 LEAVE WITH WAGES TO CONTRACT LABOUR

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

10.0 INDEMNITY BOND/COMPLIANCE OF LEGAL PROVISION

10.1 BHEL Jhansi shall not be liable for any compensation whatsoever in the case of accident / injury/ death 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.

10.2 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 shall 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.

10.3 The Contractor has to make an agreement with BHEL in the format prescribed only on Rs. 100/- Non-Judicial Stamp Paper.

11.0 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,



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

ANNEXURE G

TENDER ENQUIRY NO: FBM/TE/6/03

DATE: 07.10.16

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

12.0 SETTLEMENT OF DISPUTE/JURISDICTION/ARBITRATION ETC.

BHEL Reserves 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.

12.1 CONFIDENTIALITY

The parties agree & acknowledge that in the course of their discussions and interaction, BHEL may disclose information of confidential proprietary nature relating to its business,

Page 9 of 10



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

ANNEXURE G

TENDER ENQUIRY NO: FBM/TE/6/03

DATE: 07.10.16

products, know-how, technology, customers, employees and financial to the contractor. Such information shall be considered as confidential. The contractor 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.

12.2(A) TERMINATION

BHEL reserves the right to Terminate contract awarded for any contravention of statutory provision or any other reasons without assigning any explanation or notice to the contractor.

12.2(B) SUSPENSION

BHEL reserves the right to suspend performance of any or all of its obligations under the contract. Such notice shall specify the obligation of which performance is to be suspended, the effective date of the suspension and the reasons thereof. 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.

12.3 JURISDICTION

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

12.4 ARBITRATION

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



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

ANNEXURE H

TENDER ENQUIRY NO: FBM/TE/6/03

DATE: 07.10.16

MEASUREMENT OF WORK AND PAYMENTS THERE OF.

1. The designated officer of the FBM department 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
	A	B	C
1.	Assistance in fitting, welding, drilling, shifting & stocking of small components, sub assembled items and assembled jobs in Bay-1 & 2 of Fabrication shop.	Kg	84,00,000

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



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

ANNEXURE I

TENDER ENQUIRY NO: FBM/TE/6/03

DATE: 07.10.16

PROFORMA FOR SUBMITTING TECHNICAL BID

1	Name of the firm (Essential)	
2	Address and Contact Numbers (Essential)	
3	Name of the Proprietor (Essential)	
4	Registration Number of the Firm (Essential)	
	Copy of the Certificate	Enclosed / Not Enclosed
5	Labour Licence Number (Desirable)	
	Copy of the Licence	Enclosed / Not Enclosed
6	PF Code Number (Essential)	
	Copy of PF registration	Enclosed / Not Enclosed
7	ESI Code Number (Essential)	
	Copy of ESI registration	Enclosed / Not Enclosed
8(1)	PAN/TAN Number (Essential)	
8(2)	Income tax return last 3 yrs (Essential)	Enclosed / Not Enclosed
9	Service Tax Number(PAN Based) (Essential)	
10	Experience Certificate (Along with balance sheet & profit and loss account/ turnover	Enclosed / Not Enclosed



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

ANNEXURE I

TENDER ENQUIRY NO: FBM/TE/6/03

DATE: 07.10.16

	certificate issued by CA) (Essential)	
11.	No. of Workers including Supervisors on the rolls of the firm (Essential)	
12.	Earnest Money Deposit (Essential)	Rs . 234599.00
	D.D. Number & Date	
	Drawn on (Bank)	
13.	Tender Cost (Essential)	Rs. 1145.00
	D.D. Number & Date	
	Drawn on (Bank)	
14.	Validity of offer	120 days from the date of tender opening
15	Blank Price bid format (Essential)	Enclosed / Not Enclosed
16	Valid E-Mail Id (Desirable)	

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



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

ANNEXURE "J"(a)

TENDER ENQUIRY NO: FBM/TE/6/03

DATE: 07.10.16

PRICE BID

- a. Name of the firm : _____
- b. Name of the proprietor/partners : _____
- c. Address and contact nos. : _____

1. Job Details:

Sl.No.	JOB/ ACTIVITY	UM	QUANTUM OF WORK	RATE QUOTED/ UNIT(Rs.)	TOTAL VALUE(E=C * D) in Rs.
	A	B	C	D	E
1	Assistance in fitting, welding, drilling, shifting & stocking of small components, sub assembled items and assembled jobs in Bay-1 & 2 of Fabrication shop	Kg	84,00,000.00		
		Total			

2. The above value _____ (in words) indicated is for the total package and is derived from the total cost calculation at Sl. No. 18 of Annexure J(b). The total value is exclusive of Service Tax.
3. Please fill the rate at column 'D' correctly upto 6 digit after decimal.

Signature of contractor with seal and date

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



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

ANNEXURE "J"(b)

TENDER ENQUIRY NO: FBM/TE/6/03

DATE: 07.10.16

BASIS OF OFFER

SL	DETAILS	UNIT	COST (RS)
1	Technological man hours required	hours	153760.00
2	Technological man days required (fig. of Sl. No. 1 divided by 8)	Days	19220.00
3 i*	Minimum wages per day of appropriate government for USW as applicable as per the present rate of Rs. 296.6 (Ref : HR/CLC/MW-05/16 dated 02.03.2016)	Rs.	296.60
3 ii	Additional amount per day	Rs.	123.08
4	Total of wages per day (Sl. No. 3 i+ 3ii)	Rs.	419.68
5	Total Wages (Sl. No.2x 4)	Rs.	8066249.60
6	Provision of extra wages @ 5% of Sl. No. 5	Rs.	403312.48
7	Contingency @ 6% of Sl.No.5 due to revision of DA Rates increase in minimum wages accordingly	Rs.	483974.98
8	Contingency @ 6% of Sl. No. 6 due to revision of DA Rates and increase in minimum wages accordingly.	Rs.	24198.75
9	Total contingency (Sl. No. 7+8)	Rs.	508173.72
10*	PF/ED/Pension Employer's contribution @ 13.36% (Calculated on Amt. of Sl. No. 5 & 7, coverage of maximum Rs.15000/- [(Sl.No. 2 x 15000/-) / 310 of 13.36%] x 12	Rs.	1142310.00
11*	ESI Employer's Contribution @ 4.75% (Calculated on Amt. of Sl. No. 5,6 & 9)	Rs.	426442.45
12	Provision for helmet, other safety items, uniforms, shoes, group insurance @ (Sl.No.2/310 x Rs.1175/-)	Rs.	72850.00
13	Provision of Personal Accident insurance (24x7) @ Rs.500/- (Sl.No.2/310 x Rs.500/-)	Rs.	31000.00
14	Contingency @ 20% of Sl. No. 13	Rs.	6200.00
15	Total Sl. No. 5+6+9+10+11+12+13+14	Rs.	10656538.26
16	Contractors commission @% of Sl no. 15	
17*	Bonus @ Rs 7000 per worker (i.e. total man days at Sl. No. 2/310) for one year	Rs.	434000.00
18	Total of Sl. No. 15+16+17	Rs.
19*	Service tax @ 15.00% of Sl. No. 18	Rs.
20	Total value of contract 18+19	Rs.

* The contributions are based on rates as defined by respective Governments and may change from time to time.



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

ANNEXURE "J"(b)

TENDER ENQUIRY NO: FBM/TE/6/03

DATE: 07.10.16

NOTE

(A) CONDITIONS FOR PRICE BID ANNEXURE "J" ENQUIRY NO FBM/TE/6/03

1. Technical bid and price bid should be submitted in separate sealed envelopes. In case the bids are found in one single envelope the "bids" are liable to be rejected.
2. All blank spaces i.e Row no. 16, 18, 19 and 20 of Annexure J(b) is to be filled in by the bidder. Based on the total value that is arrived at Row no 18 of Annexure J (b) , the bidder has to work out the price on ' Rs/kg' against each item of work and fill in the blank spaces in Columns ' D' and 'E' of Annexure J(a) accordingly. If any fixed figure in the price bid format is changed then the bid shall be summarily by-passed.
3. The total value of price bid that is the total of column ' E ' of Annexure J(a) should match/tally with figure at S.no. 18 of Annexure J(b). If these two values are different then the offer may be by-passed.
4. If any other addition is made or any condition is added by the bidder in the price bid format then the offer shall be by-passed.
5. Contractor has to comply with payment of minimum wages and other statutory levies as per provision of the respective acts.

(B) GUIDELINES FOR DEALING WITH "DISCREPANCY IN WORDS & FIGURES – QUOTED IN PRICE BID".

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

1. In the price structure quoted for service contract, if there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the tenderer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall be govern and the unit price corrected accordingly.
2. 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



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

ANNEXURE "J"(b)

TENDER ENQUIRY NO: FBM/TE/6/03

DATE: 07.10.16

3. 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 (1.) and (2.) above.
 4. If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the tenderer, the bid is liable to be ignored.
- (C)** In case more than one contractor quoted the L1 (lowest and technically accepted) rates, the work may be awarded through draw of lots.

I / We agree with above and all other terms & conditions of the contract

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 न0.....मोबाइल न0.....

भविष्य निधि खाता संख्या

कर्मचारी रा.बी. निगम खाता संख्या

--	--	--	--	--	--	--	--	--	--	--	--

--	--	--	--	--	--	--	--	--	--	--	--

संविदा श्रमिक का
हस्ताक्षर युक्त फोटो
ठेकेदार द्वारा सत्यापित)

(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 गेट 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 जॉर्जी (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 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

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

ANNEXURE - IV

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

	Amount of wages earned				
Daily-rate of wages/piece rate	Basic wages	Dearness Allowances	Overtime	Other cash payments (Nature of payment to be indicated)	Total
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 labors mentioned in Sr. No 2 through bank on.....(date)
(Sign & Seal of Executive Incharge)