



# Bharat Heavy Electricals Limited, Jhansi

Department: Works Engineering & Services

Tender Enquiry No: WEX/TE/TW/7/11 Dt.- 04.10.2017

TD: 2017-18,

Rev- 00



## TENDER DOCUMENT

For Works Contract

For Tender Enquiry No. : WEX/TE/TW/7/11 Dt. . 04.10.2017

For

Miscellaneous Electrical work in BHEL-Jhansi Factory and Township.+

(WORK CONTRACT)

Contact Person:

Name: Sujeet Srivastava

Designation: Manager (WE&S)

Email: sujeet@bheljhs.co.in

PH: 0510-241-2499

Tender Due Date: 27/10/2017at 13:15 Hrs

Tender Opening Date: 27/10/2017at 14:00 Hrs

Rev 0 .. Date: 0 .	Short details of revision (In case of revision in tender document, otherwise NA
-----------------------	---

Department WE&S

BHEL, PO: BHEL, Jhansi 284120 (UP)



# Bharat Heavy Electricals Limited, Jhansi

Department: Works Engineering & Services

Tender Enquiry No: WEX/TE/TW/7/11 Dt.- 04.10.2017

TD: 2017-18,

Rev- 00

## DETAILS OF TENDER DOCUMENT

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

The duly filled in Technical and Price / Rate bids (Annexure I and J, separately) along with the instructions to the tenders, Contractor's Obligations, General Terms and Conditions with the signature of the tender on all the pages and complete in all respects super scribed as %Quotation for Tender No. WEX/TE/TW/7/11 Dated 04.10.2017+should reach us in a sealed cover on or before 27.10.2017 (13.15 hours) through Registered / Speed post or the same may be dropped in the tender box available at the following address:

To  
Tender Box  
CISF Control Room/Office  
Administrative Building  
Bharat Heavy Electricals Limited Jhansi - 284 120 (U.P.)

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



# Bharat Heavy Electricals Limited, Jhansi

Department: Works Engineering & Services

Tender Enquiry No: WEX/TE/TW/7/11 Dt.- 04.10.2017

TD: 2017-18,

Rev- 00

## TENDER DOCUMENTS

### CONTENTS

<i>Sl. No.</i>	<i>Description</i>	<i>Annexure No.</i>	<i>Page no.</i>
01.	Notice Inviting Tender	A	Page No. 4
02.	Work Specifications/ Scope of Work	B	Page No. 5-7
03.	Qualifying Requirements	C	Page No. 8
04.	Instructions to Bidders	D	Page No. 9-10
05.	Tender Evaluation Criteria	E	Page No. 11
06.	Contractors obligations	F	Page No. 12-13
07.	Other General Terms & Conditions (with sub annexure I to IV)	G	Page No. 14-29
08.	Criteria for measurement of work	H	Page No. 30
09.	Technical Bid	I	Page No. 31-32
10.	Price Bid	J	Page No. 33
11.	Blank/Un-coted Price Bid	K	Page No. 34
12.	Guideline dealing with discrepancy in words and figures quoted in Price Bid	L	Page No. 35



# Bharat Heavy Electricals Limited, Jhansi

Department: Works Engineering & Services

Tender Enquiry No: WEX/TE/TW/7/11 Dt.- 04.10.2017

TD: 2017-18,

Rev- 00

## Annexure-‘A’

### NOTICE FOR INVITING TENDER

Sl. No.	Particulars	Details
1	Brief Description of work	Miscellaneous Electrical work in BHEL-Jhansi Factory and Township. (Work Contract)
2	Tender Evaluation Criteria	(as per Annexure <del>£</del> q)
3	Duration of Contract	One Year
4	Last date of receipt of the Tender	Upto 13:15 hrs on 27/10/2017
5	Date of opening of Techno . Commercial Bid.	14:00 hrs on 27/10/2017
6	Address for submitting the Tender	(as on Page# 2)
7	Earnest Money Deposit * (EMD)	4817.00
8	Cost of Tender	Rs.200 plus GST 18% (as applicable) = Total Rs.236 (payable in POS at BHEL cash office or through EFTö along with technical bid, in case the documents downloaded from website)
9	Validity of Offer	120 Days
10	Security Deposit	(as per Annexure <del>£</del> q)

The EMD may be accepted only in the following forms:

- (i) Electronic Fund Transfer credited in BHEL account (before tender opening)  
BHEL account details: Bank Name:- SBI; A/c No. :- 10670828866 ; IFSCCode:- SBIN0003807  
A/c Holder Name:- BHARAT HEAVY ELECTRICALS LIMITED

***The contractors may physically visit the work place before quoting their rates.  
For relevant details please visit our website “[www.bhel.com](http://www.bhel.com)” & [www.bheljhs.co.in](http://www.bheljhs.co.in)***



# Bharat Heavy Electricals Limited, Jhansi

Department: Works Engineering & Services

Tender Enquiry No: WEX/TE/TW/7/11 Dt.- 04.10.2017

TD: 2017-18,

Rev- 00

**Annexure-'B'**

Page01 of 03

## WORK SPECIFICATION DETAILS OF WORK

SL.NO.	JOB/ACTIVITY	MEASUREMENT CRITERIA/UNITS	QUANTUM OF WORK
<b>1</b>	<b>Preparation of earth pits and laying of earth strips</b>		
1.1	Preparation of earth pits	Nos.	11
1.2	Laying of connections of earth strips	Mtr	120
<b>2</b>	<b>Miscellaneous electrical wiring work</b>		
2.1	Batten point wiring	Nos	310
2.2	Conduit point wiring	Nos	470
2.3	Fixing and connecting of fan and tube fittings	Nos.	310
2.4	Fixing and connecting of distribution board	Nos	60
2.5	Laying and connecting of sub 6 main	Mtr	2000
<b>3</b>	<b>Cable laying work</b>		
3.1	Laying of cable	Mtr	3400
<b>4</b>	<b>Erection of pole for street light fittings</b>		
4.1	Erection of pole	Nos	10
4.2	Dismantling of pole	Nos.	05
4.3	Fixing and connecting of street light fittings	Nos.	30

**Annexure-'B'**

Page02 of 03

-----  
We hereby accepted above (signature & seal of bidder)

Seal & Signature of BHEL contracting authority

**DETAIL OF WORK**

**(A) SCOPE OF WORK:** The work mainly comprises of as follows :

**(1) Preparation of earth pits and laying of earth strips.**

- 1.1 Preparation of earth pits: Excavation of earth pit of size as per given drawing receiving and shifting of material from store to work place, fixing of electrodes of size as per given drawing and backfilling of pit. All the material shall be provide by BHEL.
- 1.2 Laying of connections of earth strips: Receiving and shifting of material from store to work place, laying and connecting of earth strip from earth pit to concerned installation in all respect.

**(2) Miscellaneous electrical wiring work.**

- 2.1 Batten point wiring: Wiring will be done as per instruction of area in-charge. All material will be Issued from WE&S /Township store.
- 2.2 Conduit point wiring: Wiring will be done as per instruction of area in-charge. All material will be Issued from WE&S /Township store.
- 2.3 Fixing and connecting of fan and tube fittings: Fixing of fan and tube fitting will be done as per Instruction of area in-charge. All material will be issued from WE&S /Township store .Assembly of fan also to be done by contractor.
- 2.4 Fixing and connecting of Distribution Board: Fixing of Distribution Board will be done as per Instruction of area in-charge. All material will be issued from WE&S /Township store .Assembly of fan also to be done by contractor.
- 2.5 Laying and connecting of sub ó main: Laying of Sub óMain will be done in township. The work includes removing of old Sub-Main and laying of new Sub-Main. All material will be issued from WE&S /Township store.

**(3) Cable laying work**

- 3.1 Laying of cable: Cable laying work will be done as per the instruction given by maintenance in-charge ,it includes transportation of cable drum from store to work place ,laying of cable in a buried cable trench size 450X600 mm deep duly covered with bricks and re-filling with excavated earth and finish up to the existing ground level in all respect .

**(4) Erection of pole for street light fittings:**

**4.1 Erection of pole:**

- 4.1.1 Excavation of pit (approximate size 3x3x6 feet).
- 4.1.2 Shifting /Transportation of pole from WEX store to the required Location.
- 4.1.3 Erection of pole.
- 4.1.4 Grouting of pole.

**4.2 Dismantling of pole:**



# Bharat Heavy Electricals Limited, Jhansi

Department: Works Engineering & Services

Tender Enquiry No: WEX/TE/TW/7/11 Dt.- 04.10.2017

TD: 2017-18,

Rev- 00

## Annexure-'B'

Page03 of 03

4.2.1 Dismantling of street light fitting/cross arm.

4.2.2 Disconnection of cables in terminal box.

4.2.3 Excavation of pits around the pole.

4.2.4 Dismantling /lay down the pole.

### 4.3 Fixing and connecting:

4.3.1 Laying of connecting wire from mask of fitting to terminal box of street light fittings.

4.3.2 Termination /connection of cable in terminal box.

4.3.3 Fixing connecting of street light fittings.

## (B) SCOPE OF CONTRACT WORK FACILITY

- (a) All the tools and tackles, spares including consumable like gear oil, grease, cotton waste, Electrical items, gas cutting, welding and machining facilities etc. shall be provided by BHEL- Jhansi free of cost.
- (b) The contractor for the work mentioned above shall maintain sufficient staff. Work shall be done in first and Second shifts. However during production/ emergency, work in third shift may also be done in some areas as instructed by the in charge maintenance.
- (c) A responsible and competent supervisor shall be posted to co-ordinate and supervise the work.

**(C) DEPLOYMENT OF MANPOWER:** To carry out the above mentioned work during total contract period the contractor will deploy adequate numbers of workers with a adequate knowledge and experience with an approval of section / maintenance in-charge.

**(D) URGENT WORK:** The contractor shall have to comply with the priorities fixed by the maintenance in charge or for taking urgent repair work.

**(E) CANCELLATION OF CONTRACT IN FULL OR PART:** Contract shall be canceled in full or part if the contractor:

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

**(F) PERIOD OF CONTRACT:** The period of contract will be for one year (Twelve months) or completion of total work whichever is earlier.

## (G) GENERAL TERMS & CONDITIONS

- (a) After award of contract the subjected work shall be started within one week from the due date of award in line with tender conditions.



# Bharat Heavy Electricals Limited, Jhansi

Department: Works Engineering & Services

Tender Enquiry No: WEX/TE/TW/7/11 Dt.- 04.10.2017

TD: 2017-18,

Rev- 00

## Annexure-'C'

Page01 of 01

### QUALIFYING REQUIREMENTS

- 1) Should have PAN/TAN number. Copy of PAN/TAN to be submitted.
- 2) Should have GST number. Copy of Certificate to be submitted.
- 3) Self-declaration that he is not blacklisted/under hold from BHEL Jhansi or banned by any unit/region/office of BHEL.
- 4) Self-Declaration that he should not be guilty by a Court of Law in India for any offence involving fraud, dishonesty and moral turpitude .
- 5) should have independent ESI Code number.
- 6) Blank Price Bid as per annexure 3
- 7) Average Financial Turnover: Average Annual financial turnover from during the last 3 years, ending 31<sup>st</sup> March 17, should be at least Rs.0.72 Lakh. Duly audited Financial Statement/ Balance sheet / Certificate from CA to be submitted as a supporting document.
- 8) If all balance sheets are not available for all three years then the average shall be calculated by dividing the sum of turnover of submitted balance sheets by three.
- 9) **Experience of having successfully completed similar work (means work /service contract for the work of erection/ installation/maintenance of plant/machines/electrical facilities )during last 7 years ending 30<sup>th</sup> Sept-17 as following:-**
  - a. Three completed works/service contracts for the work of erection/ installation/maintenance of plant/machines/electrical facilities during last 7 years ending 30<sup>th</sup> Sept-17, each costing not less than the amount equal to Rs 00.96 Lakh.
  - Or
  - b. Two completed works/service contracts for the work of erection/ installation/maintenance of plant/machines/electrical facilities during last 7 years ending 30<sup>th</sup> Sept-17, each costing not less than the amount equal to Rs 01.20 Lakh.
  - Or
  - c. One completed works/service contracts for the work of erection/ installation/maintenance of plant/machines/electrical facilities during last 7 years ending 30<sup>th</sup> Sept-17, costing not less than the amount equal to Rs 01.92 Lakh.
- 10) Documentary proof in support of above eligibility criteria along with EMD shall be submitted along with Techno Commercial Bid at Annexure I.
- 11) The documents required for legal entities under whose name and style Contractor has participated in the tender are as follows:
  - (i) Partnership Firm: Partnership Deed registered at the office of Registrar of Firms.
  - (ii) Company: Certified copy Memorandum of Association, Article of Association and Incorporation Certificate.





# Bharat Heavy Electricals Limited, Jhansi

Department: Works Engineering & Services

Tender Enquiry No: WEX/TE/TW/7/11 Dt.- 04.10.2017

TD: 2017-18,

Rev- 00

**Annexure-‘D’**

Page01 of 02

## INSTRUCTIONS TO BIDDERS

(For Two Part Bid System)

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

- 1) The tender is to be submitted in two parts via. a) Techno Commercial bid and b) price/rate bid.
  - a) Techno-Commercial Bid-The Technical Bid Application (Annexure - I) and its enclosures (along with the Contractor's Obligations, General Terms & Conditions and copies of qualifying requirements ) must be submitted in one sealed envelope superscripted with **“Tender for Miscellaneous Electrical work in BHEL-Jhansi Factory and Township. (Work Contract). (Work Contract) TECHNOCOMMERCIAL BID”**. EMD/Cost of Tender Document or Documents required as per qualifying requirements must be enclosed.
  - b) Price Bid-The second envelope duly sealed should contain the price bid (Annexure-J) only super scribed as **“Miscellaneous Electrical work in BHEL-Jhansi Factory and Township. (Work Contract). “PRICE BID”**. Any other enclosures, which the bidder wishes to submit, must be enclosed with the Technical Bid only. The price bid envelope should contain the rates only. Offers not in line with the above procedure or quoted in any other format is liable to be rejected/bypassed.
- 2) Both the technical bid and price bid sealed envelopes must be again enclosed in a single envelope duly sealed and super scribed as **“TENDER FOR TENDER NO. (WEX/TE/TW/7/11 Dt. 04.10.2017) DUE DATE OF OPENING 27.10.2017** The same should be dropped in the tender box kept in the CISF gate of Administrative Building, BHEL, Khailar, Jhansi, within the specified date and time by the representative of the bidder. It shall be the responsibility of bidder that the bid is dropped in tender box before the due date and time. BHEL shall not take any responsibility if the bid is not dropped in the tender box before due time and date.
- 3) All bidders can witness the opening of the Technical Bid. After evaluation of the Technical Bid which may involve visit to the bidders place by authorized officials, price bids of only those bidder who are technically found suitable will be opened on a subsequent date which will be informed to the concerned whose Technical bid has been accepted, in advance for witnessing the Price Bid opening.
- 4) All entries in the tender document should be in one ink. Corrections, over writing, cuttings, etc. will not be permitted. All the columns in the tender form should be filled without leaving blank in any page of the tender and all the pages must be duly signed & stamped by the bidders before submission.



# Bharat Heavy Electricals Limited, Jhansi

Department: Works Engineering & Services

Tender Enquiry No: WEX/TE/TW/7/11 Dt.- 04.10.2017

TD: 2017-18,

Rev- 00

## Annexure-‘D’

Page02 of 02

5. Price quoted in Price Bid shall be inclusive of all taxes & duties, all statutory requirements/liabilities like PF/ESI/Bonus/Min. wages etc. However GST shall be payable extra as applicable. The price / rate should be quoted in figures as well as in words.  
In case of discrepancy in figures and/ or the decision shall be as per guide lines issued by BHEL Corporate MM.
6. The rate quoted will be valid for the period of contract.
7. The contract will commence on the date as applicable against the contract and shall be valid as per the validity period of the contract. The contract can be extended further on mutual agreement on same terms, conditions and rates.
8. BHEL may go for Reverse Auction after Techno-Commercial evaluation instead of submitted related Price Bid. Bidder should confirm participation in Reverse Auction along with Techno-Commercial Bid.



# Bharat Heavy Electricals Limited, Jhansi

Department: Works Engineering & Services

Tender Enquiry No: WEX/TE/TW/7/11 Dt.- 04.10.2017

TD: 2017-18,

Rev- 00

**Annexure-'E'**

Page 01 of 01

## TENDER EVALUATION CRITERIA

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

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



# Bharat Heavy Electricals Limited, Jhansi

Department: Works Engineering & Services

Tender Enquiry No: WEX/TE/TW/7/11 Dt.- 04.10.2017

TD: 2017-18,

Rev- 00

**Annexure-'F'**

Page 01 of 02

## CONTRACTOR'S OBLIGATIONS

### A) CONTRACTUAL

#### Towards selection, control and supervision of employees

- 1) Contractor shall decide the number of employees to be deployed for execution of the work awarded to him and he or his authorized representative will be solely entitled to instruct such workers about the manner of carrying out the work as per the prescribed specifications and quality plan.
- 2) Contractor shall supervise the work allotted to him and to be carried out by his employees.
- 3) Contractor will ensure that the job is executed through his employees on his rolls and under no circumstances the contractor will deploy any casual employee to carry out the job nor shall sub-contract the job without prior written permission.
- 4) Age of workers : The contractor shall not employ any person who has not completed his 18 years. Also age of worker deployed should not exceed 60 years.
- 5) Contractor to ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc. acceptable to concerned department.
- 6) Discipline : The Contractor shall be responsible for the discipline of his own employees deployed under the contract. In case of any loss to the BHEL Jhansi on account of indiscipline of employee then such loss shall be assessed and recovered from the running bills of the contractor or from the security deposit.
- 7) The contractor, on advice of authorized BHEL official, shall immediately remove any person employed by him, who may in the opinion of such authorized BHEL official is involved in misconduct. Such person shall not be re-employed by the contractor without prior permission.
- 8) Contractor will keep watch on his employees and he will be liable for any pilferage / loss to BHEL due to acts of omission and commission by his employees. Similarly, liability for any compensation to outsiders on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with him.



# Bharat Heavy Electricals Limited, Jhansi

Department: Works Engineering & Services

Tender Enquiry No: WEX/TE/TW/7/11 Dt.- 04.10.2017

TD: 2017-18,

Rev- 00

## Annexure-‘F’

Page 02 of 02

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

### B) Towards statutory liability

1. As mentioned in the terms and conditions enclosed as Annexure G of this contract. 2. Contractor shall indemnify BHEL against all claims by statutory authorities and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.

### C) Towards Finance

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



# Bharat Heavy Electricals Limited, Jhansi

Department: Works Engineering & Services

Tender Enquiry No: WEX/TE/TW/7/11 Dt.- 04.10.2017

TD: 2017-18,

Rev- 00

## Annexure-‘G’

Page 01 of 08

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

#### **1. Security Deposit :**

##### **A. Modes of deposit:**

The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:

- i) Electronic Fund Transfer in favor of BHEL(Refer BHEL Bank account details as per point no (i) of Annexure A.
- ii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
- iii) 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)
- iv) 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.)

##### **B. Collection of Security:**

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.

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.

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.

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

**(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.)**



# Bharat Heavy Electricals Limited, Jhansi

Department: Works Engineering & Services

Tender Enquiry No: WEX/TE/TW/7/11 Dt.- 04.10.2017

TD: 2017-18,

Rev- 00

## Annexure-‘G’

Page 02 of 08

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

Sl	Performance Security Deposit	Stamp Duty Applicable
1.	Electronic Fund Transfer in favor of BHEL(Refer BHEL Bank account details as per point no (i) of Annexure A	Rs 125/- per Rs.1000
2.	Securities available from Post Offices such as NSC, Kisan Vikas Patras etc and Fixed Deposit Receipt (FDR) issued by Scheduled Banks/Public Financial Institutions	Rs 70/- per Rs.1000
3.	Bank Guarantee from scheduled Banks/Public Financial Institutions	Rs.5/- per Rs.1000 limited to Rs.10,000/-

### **2.0 Labour Licence and other requirements:-**

#### **(a) Labor License**

- Contractor shall within 15 days of commencement/completion of work-order submit Form VI A to RLC office. The first & final bill shall be processed only on clearance regarding submission of Form VI-A by contractor.
- 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. 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.
- The contractor cannot deploy the contract worker without obtaining 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.

#### **(b) Personal Accident Insurance Policy**

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

#### **(v) 3.0 Appointments and Entry in Factory Premises:**

- 1.1 The contractor shall submit the following to HR, contracting department and CISF.

15

-----  
We hereby accepted above (signature & seal of bidder)

Seal & Signature of BHEL contracting authority



# Bharat Heavy Electricals Limited, Jhansi

Department: Works Engineering & Services

Tender Enquiry No: WEX/TE/TW/7/11 Dt.- 04.10.2017

TD: 2017-18,

Rev- 00

## Annexure-'G'

Page 03 of 08

- (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.

- 1.2 After submission of documents the contractor shall issue photo identity card to the employee and submit to HR department. This identity card shall be forwarded by HR department to CISF, which shall then authorize the employee to enter the factory premises initially for a period of one month.
- 1.3 The photo identity card shall have to be revalidated every month on last working day of the month or any other date fixed to do so. In absence of such revalidation, duly forwarded by HR department, CISF shall not allow any employee to enter the premises of BHEL Jhansi.
- 1.4 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.
- 1.5 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 work 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 insure return of 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.

### **4.0 Attendance and Payment of Wages:**

- 4.1 Contractor should maintain attendance register by recording daily attendance duly signed by both contractor and contract worker.
- 4.2 The contractor shall pay minimum wages as applicable of the Appropriate Government (presently For USW Rs.- 346.44/day,SSW Rs.-381.08/day &SW-Rs.415.72/day) and in addition to minimum wages Rs.123.08, 142.31 & 157.69 per day for USW, SSW & SW respectively shall also paid to the employees as per their skill category. This additional amount will also attract all statutory deduction and payments.
- 4.3 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.
- 4.4 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 & smooth disbursement of wages to the employees. The payment of wages to the employees shall not be subject to payment against the bills by BHEL. The payment of wages to the employees shall not be subject to payment against the bills by BHEL. The contractor shall remit the cheques favoring RPFC and ESI Kanpur with the appropriate banks with such period as stipulated under relevant provisions. Last date for remittance of PF is 15<sup>th</sup> and that in case of ESI is 21<sup>st</sup> of each month.





# Bharat Heavy Electricals Limited, Jhansi

Department: Works Engineering & Services

Tender Enquiry No: WEX/TE/TW/7/11 Dt.- 04.10.2017

TD: 2017-18,

Rev- 00

## Annexure-‘G’

Page 04 of 08

4.5 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.

4.6 In cases where the payment to the contractor is due only after completion of work and the payment is not made monthly then the contractor shall have to produce documents as enumerated in respect of all workers deployed by him against the contract, for each month separately, along with final bills.

### **5.0 Payment of bills**

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

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

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 ) to finance department. Finance department shall on satisfactory compliances of stamp duty charges 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.



# Bharat Heavy Electricals Limited, Jhansi

Department: Works Engineering & Services

Tender Enquiry No: WEX/TE/TW/7/11 Dt.- 04.10.2017

TD: 2017-18,

Rev- 00

**Annexure-‘G’**

Page 05 of 08

## **Provident Fund:-**

- (a) The contractor should get independent EPF code before deployment of his contract worker against work contract.
- (b) 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.

## **2.0 PF Contribution:-**

<u>Employee's Contribution</u>	<u>Employer's Contribution</u>	
12% of Normal wages paid	PF Contribution	3.67%
(Coverage Rs.15000/- on	Insp/Admn Charages	0.65% (subject to min. Rs 500 per Challan)
Employee's/ Employers	Admn/Insp Charges	0.50%
Contribution).	Pension Fund	8.33% (subject to min. Rs 200 per Challan)
	EDLI Charges	0.01%
	Total	<u>13.16%</u>

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

- (c) 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.
- (d) After termination of contract the contractor shall provide due assistance to the labour for withdrawal of PF/pension amount, when due.
- (e) 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.

## **3.0 Employees State Insurance:-**

- (a) The Contractor should allot ESI account number and get the nomination form, duly filled in, from each labour deployed by him at the time of joining.
- (b) At the time of joining the contractor shall get the self/family registration form filled by the workers and submit to the local ESI office.
- (c) The contractor shall facilitate collection of issued ESI cards by his worker.

## **3.1 ESI Contribution:-**

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



# Bharat Heavy Electricals Limited, Jhansi

Department: Works Engineering & Services

Tender Enquiry No: WEX/TE/TW/7/11 Dt.- 04.10.2017

TD: 2017-18,

Rev- 00

## Annexure-'G'

Page 06 of 08

- 3.2 The Contractor shall submit annual returns in Form-6 prescribed under ESI Act, deployed by him with a copy to HR and finance department.
- 3.3 The Contractor shall produce the following Registers and forms as per Contract Labour (R & A) Rules 1971 for verification by the Executing Officer of the company:-
- (a) Form XIII - Register of Workmen employed by contractor (Rule 75)
  - (b) Form XIV - Employment Card issued by contractor (Rule 76)
  - (c) Form XVI - Muster Roll 78(1) (a)(i)
  - (d) Form XVII - Register of Wages (Rule 78 (1) (a) (i))
  - (e) Form XVIII - Register of wages-cum Muster Roll (in case of weekly Payment)
  - (f) Form XIX - Wage Slip (Rule 78)(1) (b)
  - (g) Form XX - Register of deduction for damages of loss (Rule (78)( 1) (a) (ii))
  - (h) Form XXI - Register of fines (Rule 78) (1) (a) (ii)
  - (i) Form XXII - Register of advance (Rule 78) (1) (a) (ii)
  - (j) Form XXIII - Register of overtime (Rule 78) (1) (a)(iii)
  - (k) Form XXIV - Return to be sent by the contractor to licensing officer (Rule 82)
  - (l) Form XII - Register of Adult Workers Form
  - (m) XIV - Leave with wage register
  - (n) Form XV - Leave book
- 3.4 Contractor shall fully comply provisions of various applicable labour laws and all other enactments as applicable for such contracts.
- 4.0 **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 L.E.O Office.
- 5.0 **Leave With Wages To Contract Labour :-**
- 11.1 Guidelines as per UP factories Rules 1950 should be strictly observed with regard to crediting /a ailment of leave. Register as prescribed under the said rules should be maintained by the contractor.
- 6.0 The contractor will give three paid National Holidays to his employees.
- 7.0 **Indemnity Bond/Compliance Of Legal Provision:-**
- (a) BHEL Jhansi shall not be liable for any compensation whatsoever in the case of accident / injury to the person employed by the contractor coming in the premises of BHEL Jhansi. Contractor shall pay all claims / compensation / damages / penalty / fine or any amount payable to the individual / authorities payable due to accident / injury to the person employed by the Contractor.



# Bharat Heavy Electricals Limited, Jhansi

Department: Works Engineering & Services

Tender Enquiry No: WEX/TE/TW/7/11 Dt.- 04.10.2017

TD: 2017-18,

Rev- 00

## Annexure-‘G’

Page 07 of 08

- (b) That BHEL-Jhansi will not, in any manner be responsible for any act, omission or commission of the workers engaged by contractor and no claim in this respect will lie against BHEL-Jhansi. If any such claim is made against BHEL-Jhansi by any worker or his heirs engaged/employed by the contractor, which BHEL-Jhansi is obliged to discharge by virtue of any statute or any provision of law and rules due to mere fact of the workers of the contractor working at BHEL Jhansi premises or otherwise, the contractor will be liable to indemnify/reimburse BHEL-Jhansi all the money paid in addition to the expenses incurred by him. The contractor must indemnify and keep indemnified BHEL- Jhansi against all losses and claims for injuries or damage to any person or property whatsoever which may arise of or in course of the operation of the contract and against all claims, demands, proceedings, damages, cost, charges and expenses whatsoever in respect of contingencies depicted herein shall be deemed as expected risk.
- (c) The Contractor has to make an agreement with BHEL in the format prescribed only on Rs. 100/Non-Judicial Stamp Paper.
- (d) In case of contract estimate is equal to or more that Rs. 10 Corer Integrity Pact to be signed and submitted by the bidder along with the tender documents by the bidder.

### 7. Other General Terms and Conditions : *(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 noncompliance of any provisions, statutory compliance under law, the contractor shall be responsible for penalties levied by the appropriate authority under the Act. The contractor shall also be liable to comply with all other Labour and Industrial Laws and such other acts and Statutes (including Factories Act, Payment of Bonus Act, minimum wages Act, etc.,). Depositing of ESI, PF contribution as applicable is the responsibility of the contractor. For any default in compliance, the contractor shall be held responsible.

- a) The work shall be supervised by the contractor or through the authorized representatives on day to day basis.
- b) 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.
- c) 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.
- d) Security deposit will be released on submission of following certificates from departments mentioned as under:-
- i) Completion of work and certification from contracting department.
- j) On the confirmation of ITC credit of GST by BHEL.
- k) . 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



# Bharat Heavy Electricals Limited, Jhansi

Department: Works Engineering & Services

Tender Enquiry No: WEX/TE/TW/7/11 Dt.- 04.10.2017

TD: 2017-18,

Rev- 00

## Annexure-‘G’

Page 08 of 08

### 8. 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.

### 9. 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.

### 10. Confidentiality :

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

### 11. 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. 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.

### 13. Jurisdiction :

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

### 14. Arbitration :

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

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



# Bharat Heavy Electricals Limited, Jhansi

Department: Works Engineering & Services

Tender Enquiry No: WEX/TE/TW/7/11 Dt.- 04.10.2017

TD: 2017-18,

Rev- 00

## Annexure 'G'(Sub –Annexure :I)

### गेट पास आवेदन प्रपत्र

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

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

#### संविदा श्रमिक का व्यक्तिगत विवरण

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

संविदा श्रमिक का नाम.....जन्म तिथि/आयु.....

पिता का नाम .....पहचान चिन्ह.....

स्थायी पता.....वर्तमान पता.....

.....

शैक्षिक योग्यता.....

भविष्य निधि खाता संख्या.....कर्मचारी रा बी निगम खाता सं.....

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

कारखाना प्रबन्धक/शाप प्रभारी के हस्ताक्षर  
सहित)

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

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

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

#### के.ओ.सु.ब. द्वारा भरने के लिए

पासों के विचारधीन रहने तक.....से.....तक श्री.....नियोजन.....  
.....को कारखाने में प्रवेश हेतु अनुमति दी जाती है। पास संख्या.....  
.....जारी होने की तिथि से दिनांक.....तक ही वैध होगी तथा प्रत्येक माह/ तीन के पश्चात 25 तारीख को  
के.ओ.सु.ब. द्वारा नवीकृत किया जायेगा।

हस्ताक्षर उप कमान्डेन्ट के.ओ.सु.ब. इकाई

बी.एच.ई.एल. झॉसी (30प्र०)



# Bharat Heavy Electricals Limited, Jhansi

Department: Works Engineering & Services

Tender Enquiry No: WEX/TE/TW/7/11 Dt.- 04.10.2017

TD: 2017-18,

Rev- 00

## Annexure 'G'(Sub –Annexure :II)

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

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



# Bharat Heavy Electricals Limited, Jhansi

Department: Works Engineering & Services

Tender Enquiry No: WEX/TE/TW/7/11 Dt.- 04.10.2017

TD: 2017-18,

Rev- 00

## Annexure 'G'(Sub –Annexure :III)

Form-XIV

(See Rule 75)

Resister of Workman employed by contractor

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

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





# Bharat Heavy Electricals Limited, Jhansi

Department: Works Engineering & Services

Tender Enquiry No: WEX/TE/TW/7/11 Dt.- 04.10.2017

TD: 2017-18,

Rev- 00

## Annexure 'G'(Sub – Annexure :IV)

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

SL.NO.	NAME OF WORKER	CAT	NORMAL DAYS	OT DAYS	GROS WAGES	EMPLOYEE CONTRIBUTION DEDUCTION		OTHER DEDUCTION	TOTAL RECOVERY	NET PAY ABLE	EMPLOYER'S CONTRIBUTION	
						PF 12%	ESI 1.75%				PF 13.61%	ESI 4.75%
A	B	C	D	E	F	G	H	I	J	K	L	M
1.												
2.												
3.												
4.												
5.												
6.												
7.												
8.												
9.												
10.												
11.												
12.												
13.												
14.												
15.												
16.												
17.												
18.												
19.												
20.												
21.												
22.												
23.												
24.												
25.												
26.												
27.												
28.												
29.												
30.												
31.												

SIGNATURE OF THE CONTRACTOR



# Bharat Heavy Electricals Limited, Jhansi

Department: Works Engineering & Services

Tender Enquiry No: WEX/TE/TW/7/11 Dt.- 04.10.2017

TD: 2017-18,

Rev- 00

## Annexure G (Sub-Annexure: V)

Page 01 of 03

### **PROFORMA OF BANK GAURANTEE (in lieu of SECURITY DEPOSIT)**

In consideration of the Bharat Heavy Electricals Limited <sup>1</sup> (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at \_\_\_\_\_ through its Unit at \_\_\_\_\_ (name of the Unit) having agreed to exempt (Name of the Vendor/Contractor/Supplier) having its registered office at \_\_\_\_\_ <sup>2</sup> (hereinafter called the said Contractor which term includes supplier), from demand under the terms and conditions of the Contract reference no. \_\_\_\_\_ dated \_\_\_\_\_ <sup>3</sup> valued at Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) <sup>4</sup> (hereinafter called the said Contract) of Security Deposit for the due fulfilment by the said contractor of the terms and conditions contained in the said Contract, on production of a Bank Guarantee for Rs. \_\_\_\_\_ <sup>5</sup> (Rupees \_\_\_\_\_ only), we \_\_\_\_\_ (indicate the name and address of the Bank) having its Head Office at \_\_\_\_\_ (address of the Head Office) (hereinafter referred to as the Bank) at the request of \_\_\_\_\_ [Contractor(s)] do hereby undertake to pay to the Employer an amount not exceeding Rs. \_\_\_\_\_ in the event of any breach by the said Contractor(s) of any of the terms and conditions contained in the said Contract.

We, \_\_\_\_\_ (indicate the name of the Bank), do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Employer. Any such demand made on the bank, shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this guarantee shall be a valid discharge of our liability for payment here under and the Contractor(s) shall have no claim against us for making such payment.



# Bharat Heavy Electricals Limited, Jhansi

Department: Works Engineering & Services

Tender Enquiry No: WEX/TE/TW/7/11 Dt.- 04.10.2017

TD: 2017-18,

Rev- 00

## Annexure G (Sub-Annexure: V)

Page 02 of 03

We, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claim satisfied or discharged or till \_\_\_\_\_ <sup>6</sup> Office/Department/Division of Bharat Heavy Electricals Limited certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said Contractor(s) and also including the satisfactory performance of the equipment during guarantee period and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the \_\_\_\_\_ <sup>7</sup>, we shall be discharged from all the liability under this guarantee thereafter.

We, \_\_\_\_\_ (indicate the name of Bank), further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

We \_\_\_\_\_ (indicate the name of Bank), lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing. Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed \_\_\_\_\_ <sup>8</sup>.
- b) This Guarantee shall be valid up to \_\_\_\_\_ <sup>9</sup>.
- c) Unless the Bank is served a written claim or demand on or before \_\_\_\_\_ <sup>10</sup> all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original Bank guarantee is returned to the Bank.
- d) We, \_\_\_\_\_ (indicate the name of Bank), lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.
  - e) Date \_\_\_\_\_ Day of \_\_\_\_\_
- f) for \_\_\_\_\_ (indicate the name of Bank)

27

-----  
We hereby accepted above (signature & seal of bidder)

Seal & Signature of BHEL contracting authority



# Bharat Heavy Electricals Limited, Jhansi

Department: Works Engineering & Services

Tender Enquiry No: WEX/TE/TW/7/11 Dt.- 04.10.2017

TD: 2017-18,

Rev- 00

## Annexure G (Sub-Annexure: V)

Page 03 of 03

**# This date to be indicated should not be earlier than 60 days after the date contemplated under the contract.**

<sup>1</sup> NAME AND ADDRESS OF THE EMPLOYER i.e. Bharat Heavy Electricals Limited

<sup>2</sup> NAME AND ADDRESS OF THE VENDOR/CONTRACTOR/SUPPLIER

<sup>3</sup> DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

<sup>4</sup> PROJECT/SUPPLY DETAILS

<sup>5</sup> BG AMOUNT IN FIGURES AND WORDS

<sup>6</sup> VALIDITY DATE

<sup>7</sup> DATE OF EXPIRY OF CLAIM PERIOD

<sup>8</sup> BG AMOUNT IN FIGURES AND WORDS

<sup>9</sup> VALIDITY DATE

<sup>10</sup> DATE OF EXPIRY OF CLAIM PERIOD



# Bharat Heavy Electricals Limited, Jhansi

Department: Works Engineering & Services

Tender Enquiry No: WEX/TE/TW/7/11 Dt.- 04.10.2017

TD: 2017-18,

Rev- 00

## Annexure G (Sub-Annexure: VI)

Page 01 of 01

### Undertaking from contractor regarding GST on letter head

#### TO WHOMSOEVER IT MAY CONCERN

CONTRACTOR NAME	
CONTRACTOR ADDRESS	
CONTRACTOR GST NO	

  

BILL NO	
BILL DATE	

#### Declaration

I hereby declare the below: -

- A. Payment of GST on the above mention bill has been deposited/will be deposited within due date.
- B. Above mentioned bill details has been uploaded/will be uploaded in our GSTR-1 within due date.
- C. We have provided the services and Original Tax Invoice submitted to BHEL, Jhansi.

If we fail to comply above, suitable recovery of taxes along with applicable interest will be done from our bill.

**(Signature & Seal of Contractor's authorised Signatory)**

## MEASUREMENT OF WORK AND PAYMENTS THEREOF

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

SL.NO.	JOB/ACTIVITY	MEASUREMENT CRITERIA/UNITS	QUANTUM OF WORK
<b>1</b>	<b>Preparation of earth pits and laying of earth strips</b>		
1.1	Preparation of earth pits	Nos.	11
1.2	Laying of connections of earth strips	Mtr	120
<b>2</b>	<b>Miscellaneous electrical wiring work</b>		
2.1	Batten point wiring	Nos	310
2.2	Conduit point wiring	Nos	470
2.3	Fixing and connecting of fan and tube fittings	Nos.	310
2.4	Fixing and connecting of distribution board	Nos	60
2.5	Laying and connecting of sub ó main	Mtr	2000
<b>3</b>	<b>Cable laying work</b>		
3.1	Laying of cable	Mtr	3400
<b>4</b>	<b>Erection of pole for street light fittings</b>		
4.1	Erection of pole	Nos	10
4.2	Dismantling of pole	Nos.	05
4.3	Fixing and connecting of street light fittings	Nos.	30

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



# Bharat Heavy Electricals Limited, Jhansi

Department: Works Engineering & Services

Tender Enquiry No: WEX/TE/TW/7/11 Dt.- 04.10.2017

TD: 2017-18,

Rev- 00

**Annexure-'I'**  
**Page 01 of 02**

**PROFORMA FOR SUBMITTING TECHNICAL BID FOR : Miscellaneous Electrical work in BHEL-Jhansi Factory and Township (Work Contract).**

**(A) Essential Documents Required:**

1. Name of the firm : \_\_\_\_\_  
(Documents as per clause 11 of annexure -I to be attached)
2. Name of the Proprietor/Partners : \_\_\_\_\_
3. Address and Contact Numbers : \_\_\_\_\_
4. PAN/TAN \_\_\_\_\_ Number \_\_\_\_\_ :
5. GST No: \_\_\_\_\_ : \_\_\_\_\_  
Copy of GST Certificate \_\_\_\_\_ : Enclosed / Not Enclosed
6. Audited financial statement/CA Certificate as per tender : Enclosed / Not Enclosed
7. No. of Workers including Supervisors on the rolls of the firm : \_\_\_\_\_
8. Earnest Money Deposit \_\_\_\_\_ : Rs. \_\_\_\_\_  
a) EFT ID number & Date \_\_\_\_\_ : \_\_\_\_\_ Date \_\_\_\_\_  
b) Drawn on (Bank) \_\_\_\_\_ : \_\_\_\_\_
9. Any other relevant information \_\_\_\_\_ : \_\_\_\_\_
10. Tender Cost \_\_\_\_\_ : Rs. \_\_\_\_\_  
EFT / POS No. \_\_\_\_\_ : \_\_\_\_\_
11. Validity of offer : \_\_\_\_\_  
(At least 90 days from the date of tender Opening)
12. Blank Price bid format : \_\_\_\_\_ Enclosed / Not Enclosed

**Annexure-'I'**

31

-----  
We hereby accepted above (signature & seal of bidder)

Seal & Signature of BHEL contracting authority







# Bharat Heavy Electricals Limited, Jhansi

Department: Works Engineering & Services

Tender Enquiry No: WEX/TE/TW/7/11 Dt.- 04.10.2017

TD: 2017-18,

Rev- 00

## Annexure-'J'

Page01 of 01

### PRICE BID

- a. Nature of Work: Miscellaneous Electrical work in BHEL-Jhansi Factory and Township. (Work Contract).
- b. Name of Firm :- \_\_\_\_\_

Sl. No.	Job / Activity	Unit of Measurement	Quantum of Work	Rate Quoted/Unit (Rs.)	Total Value (F=D*E) (Rs.)
	A	B	C	D	F
<b>1</b>	<b>Preparation of earth pits and laying of earth strips</b>				
1.1	Preparation of earth pits	<b>Nos.</b>	<b>11</b>		
1.2	Laying of connections of earth strips	<b>Mtr</b>	<b>120</b>		
<b>2</b>	<b>Miscellaneous electrical wiring work</b>				
2.1	Batten point wiring	<b>Nos</b>	<b>310</b>		
2.2	Conduit point wiring	<b>Nos</b>	<b>470</b>		
2.3	Fixing and connecting of fan and tube fittings	<b>Nos.</b>	<b>310</b>		
2.4	Fixing and connecting of distribution board	<b>Nos</b>	<b>60</b>		
2.5	Laying and connecting of sub 6 main	<b>Mtr</b>	<b>2000</b>		
<b>3</b>	<b>Cable laying work</b>				
3.1	Laying of cable	<b>Mtr</b>	<b>3400</b>		
<b>4</b>	<b>Erection of pole for street light fittings</b>				
4.1	Erection of pole	<b>Nos</b>	<b>10</b>		
4.2	Dismantling of pole	<b>Nos.</b>	<b>05</b>		
4.3	Fixing and connecting of street light fittings	<b>Nos.</b>	<b>30</b>		
	<b>Total Value of Work(GST Extra)</b>				
	Figure in words	Rs.-----			

Signature of contractor





# Bharat Heavy Electricals Limited, Jhansi

Department: Works Engineering & Services

Tender Enquiry No: WEX/TE/TW/7/11 Dt.- 04.10.2017

TD: 2017-18,

Rev- 00

## Annexure-‘L’

Page 01 of 01

Name Of Work: Miscellaneous Electrical work in BHEL-Jhansi Factory and Township. (Work Contract).

### Guidelines for dealing with “Discrepancy in words & figures – quoted in price bid”

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

- (a) In the price structure quoted for service contract, if there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the tenderer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall be govern and the unit price corrected accordingly.
- (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
- (c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
- (d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the tenderer, the bid is liable to be ignored.

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