



Bharat Heavy Electricals Limited, Jhansi

Department: Works Engineering & Services

Tender Enquiry No: WEX/TE/6/12 Dt. – 12.09.2016

TD: 2016-17, Rev- 00



TENDER DOCUMENT

For Works Contract

For Tender Enquiry No. : WEX/TE/6/12 Dt. – 12.09.2016

For

Operation and Maintenance of 03 nos (125 TR capacity of each) Screw chiller based Voltas make Air-conditioning Plants in BHEL-Jhansi

Contact Person:

Name: Sujeet Srivastava

Designation: Manager (WE&S)

Email: sujeet@bheljhs.co.in

PH: 0510-241-2499

Tender Due Date: 07.10.16 at 13:15 Hrs
Tender Opening Date: 07.10.16 at 14:00Hrs

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

Department WE&S
BHEL, PO: BHEL, Jhansi 284120 (UP)



Bharat Heavy Electricals Limited, Jhansi

Department: Works Engineering & Services

Tender Enquiry No: WEX/TE/6/12 Dt. – 12.09.2016

TD: 2016-17, Rev- 00

DETAILS OF TENDER DOCUMENT

Nature of work: Operation and Maintenance of 03 nos (125 TR capacity of each) Screw chiller based Voltas make Air-conditioning Plants in BHEL-Jhansi

1. BHEL-JHANSI is in the process of finalizing the Work Contract for : Operation and Maintenance of 03 nos (125 TR capacity of each) Voltas make Air-conditioning Plants in BHEL-Jhans(Work Contract)
2. The tender document has been detailed as follows:
 - a) Notice Inviting Tender (Annexure A)
 - b) Work Specifications (Annexure B)
 - c) Qualifying Requirements (Annexure C)
 - d) Instruction to Bidder (Annexure D)
 - e) Tender Evaluation Criteria (Annexure E)
 - f) Contractor's obligations (Annexure F)
 - g) Other General Terms and Conditions (Annexure G)
 - h) Criteria for measurement of work (Annexure H)
 - i) Technical Bid Application (Annexure I)
 - j) Price Bid (Annexure J)
 - k) Blank/Un-coted Price Bid (Annexure K)
 - l) Guideline dealing with discrepancy in words and numbers in Price Bid (Annexure L)

The duly filled in Technical and Price / Rate bids (Annexure I and J, separately) along with the instructions to the tenders, Contractor's Obligations, General Terms and Conditions with the signature of the tender on all the pages and complete in all respects super scribed as "Quotation for Tender No. WEX/TE/6/12 Dated 12.09.2016" should reach us in a sealed cover on or before 07.10.2016 (13.15 hours) through Registered / Speed post or the same may be dropped in the tender box available at the following address:

To
Tender Box
CISF Control Room/Office
Administrative Building
Bharat Heavy Electricals Limited
Jhansi-284 120. UP

- Note: 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/6/12 Dt. – 12.09.2016

TD: 2016-17, Rev- 00

TENDER DOCUMENTS

TENDER ENQUIRY NO: WEX/TE/6/12

DATE: 12.09.2016

CONTENTS

Sl. No.	Description	Annexure No.	Page no. (Please Specify as required)
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. 8-9
04.	Instructions to Bidders	D	Page No. 10-11
05.	Tender Evaluation Criteria	E	Page No. 12
06.	Contractors obligations	F	Page No. 13-15
07.	Other General Terms & Conditions (with sub annexure I to IV)	G	Page No. 16-29
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

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/6/12 Dt. – 12.09.2016

TD: 2016-17, Rev- 00

Annexure-‘A’

NOTICE FOR INVITING TENDER

Sl. No.	Particulars	Details
1	Brief Description of work	Operation and Maintenance of 03 nos (125 TR capacity of each) Screw chiller based Voltas make Air-conditioning Plants in BHEL-Jhansi
2	Tender Evaluation Criteria	(as per Annexure E)
3	Duration of Contract	One Year
4	Last date of receipt of the Tender	Upto 13:15 hrs on 07.10.16
5	Date of opening of Techno – Commercial Bid.	14:00 hrs on 07.10.16
6	Address for submitting the Tender	(as on Page# 2)
7	Earnest Money Deposit * (EMD)	Rs.40,000.00
8	Cost of Tender	Rs. 400/- plus VAT (15%) = Total Rs. 460/- (payable in cash at BHEL cash office or through a Demand Draft in favor of “BHEL, Jhansi” along with technical bid, in case the documents downloaded from website)
9	Validity of Offer	120 Days
10	Security Deposit	As per Annexure G

Note:

*

EMD must be in the form of Demand Draft/ Banker's Cheque in favor of Bharat Heavy Electricals Limited, Payable at Jhansi and copy of receipt may be enclosed alongwith tender document. One Time EMD of Rs 2.00 Lakh can also be deposited. In case of successful tenderer EMD willbe converted and adjusted against the Security deposit. In case of others the EMD shall be returned within 15 days of acceptance of award of work by the successful Tenderer.

The contractors may physically visit the work place before quoting their rates. For relevant details please visit our website “www.bhel.com” & www.bheljhs.co.in



Bharat Heavy Electricals Limited, Jhansi

Department: Works Engineering & Services

Tender Enquiry No: WEX/TE/6/12 Dt. – 12.09.2016

TD: 2016-17, Rev- 00

**Annexure-‘B’
Page 01 of 05**

Nature of work: Operation and Maintenance of 03 nos (125 TR capacity of each) Screw chiller based Voltas make Air-conditioning Plants in BHEL-Jhansi

WORK SPECIFICATION

DETAILS OF WORK

Sl. No.	JOB/ACTIVITY	UNIT OF MEASUREMENT	QUANTUM OF WORK (ANNUAL)
1.	Operation and maintenance of 03 nos Voltas make screw chiller based air-conditioning plants, capacity 120 TR each. with AHU units of 27000CFM (for two shifts i.e A&B shift) in BHEL-Jhansi for a period of one year.	Months	12



Bharat Heavy Electricals Limited, Jhansi

Department: Works Engineering & Services
Tender Enquiry No: WEX/TE/6/12 Dt. – 12.09.2016

TD: 2016-17, Rev- 00

**Annexure-‘B’
Page 02 of 05**

Nature of work: Operation and Maintenance of 03 nos (of 125 TR capacity) Screw chiller based Voltas make Air-conditioning Plants in BHEL-Jhansi

DETAIL OF WORK

1.0 Scope of Work: Scope of work includes:

- 1.1 Operation of Air-conditioning plant:** Scope of work includes the operation of the Voltas make Screw chiller based 03 nos air-conditioning plant (in two shifts i.e A&B shift) for Bay-11 the new winding shop.
- 1.2 Break down maintenance of Air-conditioning plant:** All the breakdowns received from the users or endorsed in daily log book should be attended on day today basis and if any breakdown/work is pending due to requirement of spares for major work involved , the same should be informed to the section in-charge.
- 1.3 Routine Maintenance of plants:** Daily and monthly maintenance of the plant shall be carried out by the contractor as per BHEL’s prescribed formats (refer attached Anex-001 and Anex-002).
- 1.3 Pro-active measures towards daily operation of plant:** Following proactive activities should be initiated by the operators before and after regular operation of the plant:

- (a) Checking of leakage in refrigeration line.
- (b) Keeping the plant / equipment and AHU unit room clean and in good working condition.
- (c) Checking the water level in cooling tower on regular basis.
- (d) Checking of heaters and replacement, if found faulty during winter cycle.

2.0 Period of Contract:

The period of contract shall be for one year.

3.0 Spares and consumables :

3.1 All the spares and consumables required during contract period will be provided by BHEL.

3.2 All the working tools shall be arranged by the party.

4.0 Deployment of manpower:

- 4.1** Minimum one qualified operator (ITI in Electrician / A.C &R / Fitter trade with 02 year experience) and one experienced helper to assist the operation shall be provided in each shift (i.e A and B shift).
- 4.2** One qualified supervisor (Engineering Diploma or Higher in Electrical/ Mechanical/A.C & R with 02 year experience) to be deployed to look after the work in totality.

5.0 Cancellation of Contract in Full or in 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 continues do so after a notice in writing.
- (b) Commits defaults in complying with any of the terms and conditions of the contract.



Bharat Heavy Electricals Limited, Jhansi

Department: Works Engineering & Services

Tender Enquiry No: WEX/TE/6/12 Dt. – 12.09.2016

TD: 2016-17, Rev- 00

**Annexure-‘B’
Page 03 of 05**

6.0 Terms of Payment :

- (a) Payment will be made every month on submission of actual work done during the month, supported by satisfactory performance report from the In-Charge along with the bills duly verified by In-Charge AC Maintenance.

7.0 General Terms and Conditions :

- (a) No foreign/used/unused/scraped/broken parts shall be left in the plant area.to avoid falling of the same and causing accidents.
- (b) All used/worn-out/scraped/replaced/spares/parts shall remain the property of BHEL Jhansi. These items shall be return to WE&S Store.
- (c) In the event of requirement of material/spares etc. contractor will approach Maintenance In-Charge along with required paper work, who will authorize/counter-sign the same for withdrawal. Contractor will make own arrangement to collect material/spares from its initial point of supply of store.
- (d) 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/6/12 Dt. – 12.09.2016

TD: 2016-17, Rev- 00

Annexure-'B'
Page 04 of 05

Bharat Heavy Electricals Limited-Jhansi
Works Engineering And Services
Ref. Tender No : WEX/TE/6/12 Dated 12.09.2016

Annex-001

Daily Maintenance Schedule

PERIOD: FROM TO

WEEK DAY	DESCRIPTION OF WORK	REMARKS
MON	Chiller -1	
	Cleaning of chiller	
	Cleaning and checking of chiller pump	
	Cleaning and checking of cond. Pump	
	Checking of control panel	
TUE	Chiller -2	
	Cleaning of chiller	
	Cleaning and checking of chiller pump	
	Cleaning and checking of cond. Pump	
	Checking of control panel	
WED	Chiller -3	
	Cleaning of chiller	
	Cleaning and checking of chiller pump	
	Cleaning and checking of cond. Pump	
	Checking of control panel	
THU	AHU-1 &2	
	Cleaning of Filters	
	Cleaning of AHU room	
	Checking of motors	
	Checking of control panel	
FRI	AHU-3 &4	
	Cleaning of Filters	
	Cleaning of AHU room	
	Checking of motors	
	Checking of control panel	
SAT	Cooling Towers (1 ,2 & 3)	
	Cleaning of cooling tower once in a month	
	Checking and cleaning of cooling towers	
	Checking the function of float switch	
	Checking of control panel	

VERIFIED BY BHEL SUPERVIOR

**SIGN. WITH
SEAL OF
CONTRACTOR'S
SUPERVIOSEER**

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/6/12 Dt. – 12.09.2016

TD: 2016-17, Rev- 00

Annexure-‘B’ Page 05 of 05

Bharat Heavy Electricals Limited-Jhansi

Works Engineering And Services

Anex-002

Ref. Tender No : WEX/TE/6/12 Dated 12.09.2016

Monthly Report (Based on Daily Maint Schedule of the plants Anex-001)

DATE	CHILLER -1	CHILLER -2	CHILLER -3	FAN-1	FAN-2	FAN-3	FAN-4	TOWER-1	TOWER-2	TOWER-3	Remark if any
1											
2											
3											
4											
5											
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VERIFIED BY BHEL
SUPERVIOR

SIGN. WITH SEAL OF
CONTRACTOR'S
SUPERVIOSE

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/6/12 Dt. – 12.09.2016

TD: 2016-17, Rev- 00

**Annexure-‘C’
Page01 of 02**

QUALIFYING REQUIREMENTS

- 1) Should have PAN/TAN number. Copy of PAN/TAN to be submitted.
- 2) Should have Service Tax number (PAN based). Copy of Certificate issued by Excise Dept.
- 3) Should have VAT/TIN No. if material is supplied/ consumed. Certificate Issued by sales Tax Dept. to be enclosed.
- 4) Self-declaration that he is not blacklisted/under hold from BHEL Jhansi or banned by any unit/region/office of BHEL.
- 5) Self-Declaration that he should not be guilty by a Court of Law in India for any offence involving fraud, dishonesty and moral turpitude.
- 6) Should have independent ESI Code number.
- 7) Blank Price Bid as per Annexure “K”.
- 8) **Average Financial Turnover:**
 - 8.1) Average Annual financial turnover from during the last 3 years, ending 31st March, 2016 should be at least Rs.03.54 Lakh of the estimated cost. Duly audited Financial Statement/ Balance sheet / **Certificate from CA to be submitted as a supporting document.**
 - 8.2) If all balance sheets are not available for all three years than 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 during last 7 years ending 31st Aug-2016 should be either of the following:-
 - a. Three similar completed works contracts during last 7 years ending 31st Aug-2016 each costing not less than the amount equal to Rs. 04.72 Lakh.
Or
 - b. Two similar completed works contracts during last 7 years ending 31st Aug-2016 each costing not less than the amount equal to Rs. 05.90 Lacks.



Bharat Heavy Electricals Limited, Jhansi

Department: Works Engineering & Services
Tender Enquiry No: WEX/TE/6/12 Dt. – 12.09.2016

TD: 2016-17, Rev- 00

**Annexure-‘C’
Page02 of 02**

Or

- c. One similar completed work contracts during last 7 years ending 31st Aug - 2016 each costing not less than the amount equal to Rs. 09.44 Lacks.

Note: Similar Work means annual operation & maintenance contract / Erection & commissioning contract / Manufacturing of screw chiller based centralized air-conditioning plants. Capacity of each plants shall be not less than 125 TR in all three criteria.

10. Copy of PO/WO & satisfactory completion report/performance certificate in company letter head of customer meeting the criteria at SI No 9 above should be submitted along with the techno - commercial offer. The complete details of the customer contact person, name, address and contact no. are also to be submitted.
11. Documentary proof (Execution Certificate) for the experience to be submitted along with Technical Bid. In case of experience in Private Sector relevant TDS Certificate must be attached as evidence.
12. Documentary proof in support of above eligibility criteria along with EMD shall be submitted along with Techno Commercial Bid at Annexure "I".



Bharat Heavy Electricals Limited, Jhansi

Department: Works Engineering & Services
Tender Enquiry No: WEX/TE/6/12 Dt. – 12.09.2016

TD: 2016-17, Rev- 00

**Annexure-‘D’
Page 01 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 (Operation and Maintenance of 03 nos (125 TR capacity of each) Screw chiller based Voltas make Air-conditioning Plants in BHEL-Jhansi(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 **“(Operation and Maintenance of 03 nos (125 TR capacity of each) Screw chiller based Voltas make Air-conditioning Plants in BHEL-Jhansi(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.
 - c) 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/6/12 Dt. 12.09.2016) DUE DATE OF OPENING 07.10.2016**. The same should be dropped in the tender box kept in the CISF gate of Administrative Building, BHEL, Khailar, Jhansi, within the specified date and time by the representative of the 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.
 - d) 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.
 - e) 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/6/12 Dt. – 12.09.2016

TD: 2016-17, Rev- 00

Annexure-‘D’ Page 01 of 02

- f) Price quoted in Price Bid shall be inclusive of all taxes & duties, all statutory requirements/ liabilities like PF/ESI/Bonus/Min. wages etc. However service Tax shall be payable extra as applicable. 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.
- g) The rate quoted will be valid for the period of contract.
- h) 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.
- i) 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/6/12 Dt. – 12.09.2016

TD: 2016-17, Rev- 00

Annexure-‘E’

TENDER EVALUATION CRITERIA

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

1. BHEL officials may visit the bidders' office & their client's place to evaluate the capability and assess the performance.
2. Capability of the Contractor will be assessed on the basis of employees including supervisors on their rolls, machinery, equipment's in its possession, previous track record, experience in other organizations, etc.
3. Price Bids will be opened or participation in Reverse auction will be allowed to only Techno Commercially accepted bidders.
4. The contractor shall be awarded the work on overall L-1 basis if otherwise not specified in the tender document.
5. In case of tie between two or more than two bidders for L1 price. Bids shall be called for discount on price offered in sealed envelope from all the L1 bidders. In case of discrepancy in words and figures offered in price bid the decision shall be taken based on annexure "L"
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/6/12 Dt. – 12.09.2016

TD: 2016-17, Rev- 00

Annexure-'F'
Page 01 of 03

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.
 - 3.1) Aadhar card is mandatory for contract labours for making of their gate pass for entry in BHEL premises.
 - 3.2) Supervisors of contracting firms who sign on behalf of contractors must have Power of Attorney to the same effect.
 - 3.3) Contractor are advised that contract labours must be employed without any discrimination on caste or creed basis
- 4) Age of workers : The contractor shall not employ any person who has not completed his 18 years. Also age of worker deployed should not exceed 60 years.
- 5) Contractor to ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc. acceptable to concerned department.
- 6) Discipline: The Contractor shall be responsible for the discipline of his own employees deployed under the contract. In case of any loss to the BHEL Jhansi on account of indiscipline of employee then such loss shall be assessed and recovered from the running bills of the contractor or from the security deposit.
- 7) The contractor, on advice of authorized BHEL official, shall immediately remove any person employed by him, who may in the opinion of such authorized BHEL official is involved in misconduct. Such person shall not be re-employed by the contractor without prior permission.



Bharat Heavy Electricals Limited, Jhansi

Department: Works Engineering & Services

Tender Enquiry No: WEX/TE/6/12 Dt. – 12.09.2016

TD: 2016-17, Rev- 00

Annexure-'F'
Page 02 of 03

- 8) Contractor will keep watch on his employees and he will be liable for any pilferage / loss to BHEL due to acts of omission and commission by his employees. Similarly, liability for any compensation to outsiders on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with him.
- 9) Contractor to ensure compliance of the instructions contained in safety guidelines issued by Safety Deptt. (HSE) of BHEL-Jhansi (Same can be downloaded from BHEL Jhansi website). The contractor has to ensure that all precautions are taken for safety of his employees and equipments.
- 10) Record Keeping : Contractor to maintain appropriate records of his employees deployed to carry out the job(s). Contractor shall maintain neatly written, complete and legible registers, records, reports and returns for inspection by various authorities at short notice.
- 11) Uniform : The contractor shall be responsible to provide to his workers uniform and safety gears such as shoes, helmet and PPE. The uniform should be dark blue trousers and light blue shirt for males and dark blue trousers/salwar and light blue kurta/kameez/top for female.

The uniform should have logo of the contractor's firm/ company which shall be affixed by the contract labor on the left side of his pocket.

The uniform shall be kept in neat, tidy and wearable condition. The stitching and logo charges should be borne by the contractor.

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

Penalty of 5% of monthly bill may be imposed if the workers are not found in prescribed uniform and safety gears.
- 12) Bus Pass : Contractor may apply for providing bus pass facility to his workmen. BHEL will consider such applications based on merits and availability of seats. Contractor would be responsible for depositing bus pass charges and penalties (if applied) of his/her workmen/staff etc. BHEL would have the right to deduct/recover the same in case of default by the contractor/supplier.
- 13) In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees from the establishment of BHEL. In case contractor decides to terminate services of his employees, he should settle all terminal dues required.
- 14) Tools, tackles and materials : Contractor shall provide to his employees all tools, tackles, material, 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.



Bharat Heavy Electricals Limited, Jhansi

Department: Works Engineering & Services

Tender Enquiry No: WEX/TE/6/12 Dt. – 12.09.2016

TD: 2016-17, Rev- 00

Annexure-'F'
Page 03 of 03

B) Towards statutory liability

1. As mentioned in the terms and conditions enclosed as Annexure 'G' of this contract.
2. Contractor shall indemnify BHEL against all claims by statutory authorities and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
3. Contractor shall be responsible for making payment of wages before expiry of 7 days from the last day of wage period (wage period shall be from 1st day of the month to the last date of the month) and to ensure disbursement of wages in the presence of the authorities representative of contract operating division who shall record under his signature at the end of entries in the Register of wages.
4. The changes in the statutory liabilities as and when done by respective government/ agency shall be applicable to the contract labours deployed under the contract.

C) Towards Finance

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



Bharat Heavy Electricals Limited, Jhansi

Department: Works Engineering & Services
Tender Enquiry No: WEX/TE/6/12 Dt. – 12.09.2016

TD: 2016-17, Rev- 00

**Annexure-‘G’
Page 01 of 10**

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

1. Security Deposit :

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

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

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

- a) Pay Order, Demand Draft drawn in favor of M/s “Bharat Heavy Electricals Limited, JHANSI” valid for the period as aforesaid.
- b) Local Cheque of scheduled banks, subject to realization.
- c) Securities available from Post Offices such as NSC, Kisan Vikas Patras etc. (Certificates to be held in the name of bidder furnishing the security and duly pledged in favor of BHEL and discharged on the back)
- d) Bank Guarantee from scheduled Banks/Public Financial Institutions as defined in Companies Act. The Bank Guarantee format should have the approval of BHEL.
- e) Fixed Deposit Receipt (FDR) issued by Scheduled Banks/Public Financial Institutions as defined in Company’s Act. The FDR should be in the name of bidder; A/C BHEL JHANSI duly discharged on the back.
- f) The PSD can also be recovered at the rate of 10% from running bills. However in such cases at least 50% of the PSD should be deposited before the start of work and balance 50% may be recovered from running bills.
- g) All deposits in the form of bank instruments shall be caused to be submitted preferably through the issuing bank only and deposited with the Finance Deptt. of BHEL under receipt in duplicate with copy of receipt submitted to department.
- h) The Performance Security Deposit shall not carry any interest.



Bharat Heavy Electricals Limited, Jhansi

Department: Works Engineering & Services
Tender Enquiry No: WEX/TE/6/12 Dt. – 12.09.2016

TD: 2016-17, Rev- 00

**Annexure-‘G’
Page 02 of 10**

Stamp duty applicable as per Indian Stamp Act 1899 is as follows:-

Sl. No.	Performance Security Deposit	Stamp Duty Applicable
1.	Pay Order, Demand Draft, Local Cheque of scheduled banks	Rs 125/- per Rs.1000
2.	Securities available from Post Offices such as NSC, Kisan Vikas Patras etc and Fixed Deposit Receipt (FDR) issued by Scheduled Banks/Public Financial Institutions	Rs 70/- per Rs.1000
3.	Bank Guarantee from scheduled Banks/Public Financial Institutions	Rs.5/- per Rs.1000 limited to Rs.10,000/-

2. Labour License and other requirements :

(a) Labour License:

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

- (i) Contractor shall buy Personal Accident Insurance (24x7) policy for all of his employees deployed under the contract before the start of work. No employee should enter the BHEL factory premises or working area without insurance cover as stated below. The policy should cover the accidental death of workers for 24 Hrs for all the seven days of week.



Bharat Heavy Electricals Limited, Jhansi

Department: Works Engineering & Services

Tender Enquiry No: WEX/TE/6/12 Dt. – 12.09.2016

TD: 2016-17, Rev- 00

**Annexure-‘G’
Page 03 of 10**

- (ii) The policy should be purchased from Govt. under taking company.
- (iii) 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.
- (iv) In the event of death of any contract worker deployed by the contractor without proper insurance cover, the contractor shall be liable to pay Rs. 5 lakhs to the nominee/ legal heir of such deceased contract worker.

3. Appointment and Entry in Factory Premises :

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

- a. The details of the worker proposed to be deployed.
- b. Character certificate issued by District Magistrate’s Office or Proof of remittance of fees for character certificate at District Magistrate’s Office. Further he should submit the character certificate within 60 days failing which he will be discontinued.
- c. Copy of employment card issued by contractor to his own worker. *Annexure II*

3.2 After submission of documents 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.

3.3 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.

3.4 The contractor shall maintain a register of persons employed by him in the format prescribed under Rule 75 of Contract Labour (R&A) Central Rules. A copy of this format is annexed as *Annexure III*.

3.5 The entry of contractor’s workers in factory premise shall be through biometric/smart cards. The contractor shall ensure issuance of biometric/smart card through time office section of BHEL Jhansi. After the conclusion of works contract, the contractor shall collect these biometric cards from his workers and submit the same to Time Office section through contracting department. In event of any contract worker leaving the services before completion of the contract, the contractor shall ensure return of biometric card to BHEL Jhansi. In case of non-return of biometric card, Rs. 200/-(Rupees two hundred only) per card shall be deducted from the security deposit of the contractor.



Bharat Heavy Electricals Limited, Jhansi

Department: Works Engineering & Services

Tender Enquiry No: WEX/TE/6/12 Dt. – 12.09.2016

TD: 2016-17, Rev- 00

**Annexure-‘G’
Page 04 of 10**

4 Attendance and Payment of wages :

- a) Contractor should maintain attendance register by recording daily attendance duly signed by both contractor and contract worker in form 16 of muster roll.
- b) Statement of Wages of labours deployed by him in form 17 under the Service contract, PF/ESI no., statutory deductions etc., in the format as in Annexure IV annexed to these terms and conditions to be maintained.
(Form XVII of Contract Labour (R&A) Rules)
- c) The contractor shall pay minimum wages as applicable of the Appropriate Government and in addition to minimum wages Rs.76.92, 88.46 & 96.15 per day for USW, SSW & SW respectively shall also paid to the employees as per their skill category.
- d) The contractor shall issue pay slips to his workers, for the month deployed for undertaking activities under the contract, at least a day prior to disbursement of wages.
- e) The contractor shall make payment to the his own employees/ Before the expiry of the 7th day after the last day of the wage period in respect of which the wages are payable, preferably through bank account for better control and smooth disbursement of wages. The payment of wages to the employees shall not be subject to payment against the bills by BHEL.
- f) The contractor shall remit the cheques favoring RPFC and ESI Kanpur with the appropriate banks with such period as stipulated under relevant provisions. Last date for remittance of PF is 15th and that in case of ESI is 21st of each month.
- g) The contractor shall make payment of wages to his workers on due date in presence of an authorized representative of contracting department. The authorized representative shall retain a copy of wage payment sheet with him.
- h) In cases where the payment to the contractor is due only after completion of work and the payment is not made monthly then the contractor shall have to produce documents as enumerated in respect of all workers deployed by him against the contract, for each month separately, along with final bills.

5 Payment of bills :

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

- a) Copy of Measurement Book entries/Statement of work done by the Contractor.



Bharat Heavy Electricals Limited, Jhansi

Department: Works Engineering & Services
Tender Enquiry No: WEX/TE/6/12 Dt. – 12.09.2016

TD: 2016-17, Rev- 00

**Annexure-‘G’
Page 05 of 10**

- 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 challan for previous month – separate for concerned contract. Print of online challan along with ECR/Contribution history of contributing contract workers for PF/ESI duly certified by the contractor.
- d) Wage payment sheet for the bill period as per Annexure IV.
- e) Copy of Form-5 and Form-10 (PF monthly returns) submitted by contractor to RPFC for billing month.
- f) Copy of Form 12A regarding PF remittance.
- g) List of CL covered under accident insurance policy.
- h) Statement of material supplied by the contractor, if any.
- i) Copy of labour license if increase in no. of employees deployed against Work Order if applicable.
- j) Copy of challan of previous service tax paid.
- k) Proof of Personal Accident Insurance Policy along with bill.

The executing department shall pass the bills of the contractor, after thorough checking, along with requisite documents the bill in original and Service Tax Challan & documents as above forward them to Finance through HR department.

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

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

6 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.



Bharat Heavy Electricals Limited, Jhansi

Department: Works Engineering & Services

Tender Enquiry No: WEX/TE/6/12 Dt. – 12.09.2016

TD: 2016-17, Rev- 00

Annexure-‘G’ Page 06 of 10

- 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 employee 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.

6.2 PF Contribution :

Employee's Contribution	Employer's Contribution	
12% of Normal wages paid	PF Contribution	3.67%
As applicable by respective Govt/ Agency. (Current statutory wage ceiling - Rs.15000/- month on Employee's/ Employers Contribution).	Insp/ Admn Charges	1.10%
	Admn/ Insp Charges	0.01%
	Pension Fund	8.33%
	EDLI Charges	0.5%
	Total	13.61%

6.3 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.

7 Employees State Insurance :

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



Bharat Heavy Electricals Limited, Jhansi

Department: Works Engineering & Services
Tender Enquiry No: WEX/TE/6/12 Dt. – 12.09.2016

TD: 2016-17, Rev- 00

**Annexure-‘G’
Page 07 of 10**

7.1 ESI Contribution:

Employee's Contribution
1.75% of gross wages

Employer Contribution
4.75% of gross wages

7.2 The Contractor shall submit annual returns in Form-6 prescribed under ESI Act, deployed by him with a copy to HR and finance department.

7.3 The Contractor shall produce the following Registers and forms as per Contract Labour (R & A) Rules 1971 for verification by the Executing Officer of the company :-

- a) Form 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
- m) Form XIV – Leave with wage register
- n) Form XV – Leave book

7.4 Contractor shall fully abide by the provisions of various applicable labour Act/laws and all other enactments as applicable for such contracts.

8 Bonus :

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



Bharat Heavy Electricals Limited, Jhansi

Department: Works Engineering & Services

Tender Enquiry No: WEX/TE/6/12 Dt. – 12.09.2016

TD: 2016-17, Rev- 00

**Annexure-‘G’
Page 08 of 10**

9 Leave with Wages to their employees :

9.1 Guidelines as per factories Act 1948 & U P factories Rules 1950 should be strictly observed with regard to crediting / availing of leave of absence. Register as prescribed under the said rules should be maintained by the contractor.

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

10 Indemnity Bond/ Compliance of Legal Provision/ Integrity Pact :

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

11 Other General Terms and Conditions : (Legal compliance)

- a) The contractor will comply with all the provisions regarding licensing, welfare and health, procedures, maintenance of various records and registers etc., as provided under the contract Labour (Regulation & abolition) Act 1970, rules amendments, orders, notifications there under issued by the Appropriate Government from time to time. For 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



Bharat Heavy Electricals Limited, Jhansi

Department: Works Engineering & Services

Tender Enquiry No: WEX/TE/6/12 Dt. – 12.09.2016

TD: 2016-17, Rev- 00

Annexure-‘G’ Page 09 of 10

- b) is the responsibility of the contractor. For any default in compliance, the contractor shall be held responsible.
- c) The work shall be supervised by the contractor or through the authorized representatives on day to day basis.
- d) 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.
- e) 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.
- f) Security deposit will be released on submission of following certificates from departments mentioned as under:-
 - i) Completion of work and certification of payment of minimum wages to employees from contracting department.
 - ii) Certificate of compliance of labour laws from Contracting Deptt and verified by HR department.
 - iii) Certificate of payment of Bonus by Contracting Deptt and verified by HR Department.
 - iv) No dues certificate from contractor regarding Service Tax payment & any other dues liable to remitted by contractor under Financial Laws to Finance department.
 - v) In case of non-satisfactory performance of the contract, BHEL shall have a right of forfeiting the security deposit. In case of any dispute decision of concerned Head of the Department will be final.

12 Risk & Cost :

If the Contractor fails to perform/execute the work within time or fail to perform as per the specification prescribed in tender or acted in violation to prescribed terms and conditions, BHEL-Jhansi shall be entitled to terminate the Contract and take recourse to alternate source to get the work done at the risk and cost of the Contractor. In such case Contractor shall make good the loss to BHEL. BHEL shall be entitled to recover the difference in cost, if any incurred by BHEL due to getting the work done from alternate source. However, in such case Contractor shall not be entitled for any gain.



Bharat Heavy Electricals Limited, Jhansi

Department: Works Engineering & Services

Tender Enquiry No: WEX/TE/6/12 Dt. – 12.09.2016

TD: 2016-17, Rev- 00

**Annexure-‘G’
Page10 of 10**

13 Settlement of Dispute/Jurisdiction/Arbitration etc. :

BHEL Reserve the following rights to evaluate the bid as per BHEL policy and Govt. guidelines including CVC / Vigilance guidelines by the tender committee duly constituted by BHEL Management. The decision of BHEL, Jhansi Management or Tender committee duly approved by competent authority shall be final and binding to bidder.

14 Confidentiality :

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

15 Termination :

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

16 Suspension :

BHEL reserves the right to suspend performance of any or all of its obligations under the contract. Such notice shall specify the obligation of which performance is to be suspended, the effective date of the suspension and the reasons therefore. The Contractor shall thereupon suspend performance of such obligations until ordered in writing to resume such performance by the same authority that ordered for suspension.

17 Jurisdiction :

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

18 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/6/12 Dt. – 12.09.2016

TD: 2016-17, Rev- 00

Sub-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 out :

Name and address of Principal Employer :

1. Name of workman :

2. Serial no. in the register of workman
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 :

Remark :



Bharat Heavy Electricals Limited, Jhansi

Department: Works Engineering & Services

Tender Enquiry No: WEX/TE/6/12 Dt. – 12.09.2016

TD: 2016-17, Rev- 00

Sub-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/ Tehsil/Taluka/ District)	Local address	Date of commencement of employment	Signature or Thumb impression of workman	Date of termination of employment	Reason for termination	Remark
(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.

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/6/12 Dt. – 12.09.2016

TD: 2016-17, Rev- 00

Sub- 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 labours mentioned in Sr No 2 through bank on ...(date)
...(Executive In-charge)



Bharat Heavy Electricals Limited, Jhansi

Department: Works Engineering & Services

Tender Enquiry No: WEX/TE/6/12 Dt. – 12.09.2016

TD: 2016-17, Rev- 00

Annexure-‘H’

MEASUREMENT OF WORK AND PAYMENTS THEREOF

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

Sl.No.	JOB/ACTIVITY	UNIT OF MEASUREMENT	QUANTUM OF WORK
1.	Operation and maintenance of 03 nos Voltas make screw chiller based air-conditioning plant ,capacity 120 TR each. with AHU units of 27000CFM (for two shifts i.e A&B shift) in BHEL-Jhansi for a period of one year.	Month	12

3. Payments will be made to the contractor on the basis of work carried out by him.
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/6/12 Dt. – 12.09.2016

TD: 2016-17, Rev- 00

Annexure-'I'
Page 01 of 02

PROFORMA FOR SUBMITTING TECHNICAL BID FOR (Operation and Maintenance of 03 nos (125 TR capacity of each) Screw chiller based Voltas make Air-conditioning Plants in BHEL-Jhansi (Work Contract)

(A) Essential Documents Required :

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

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/6/12 Dt. – 12.09.2016

TD: 2016-17, Rev- 00

Annexure-'I'
Page 02 of 02

12. Tender Cost :Rs. _____
D.D. No. / Receipt No. : _____
13. Validity of offer : _____
(At least 90 days from the date of tender Opening)
14. Blank Price bid format : Enclosed / Not Enclosed

(B) Desirable:

1. PF Code Number : _____
Copy of PF Registration Certificate : Enclosed / Not Enclosed
2. Income Tax return last 3 yrs. : Enclosed / Not Enclosed
3. UP VAT/TIN No. and/or CST No. : Enclosed / Not Enclosed
Copy of Certificate *(whichever is applicable)* : Enclosed / Not Enclosed
4. Acceptance of RA : Accepted / Not accepted

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

Signature with Name & Office Seal

Date:-.....

NOTE (1) : TECHNICAL BID AND PRICE BID SHOULD BE SUBMITTED INSEPARATE SEALED ENVELOPS. IN CASE THE BIDS ARE FOUND IN ONE SINGALENVELOPE THEN THE "BIDS" ARE LIABLE TO BE REJECTED.

.....
Note : 'NOTE (1)' is applicable only when tender is called in two bid system



Bharat Heavy Electricals Limited, Jhansi

Department: Works Engineering & Services

Tender Enquiry No: WEX/TE/6/12 Dt. – 12.09.2016

TD: 2016-17, Rev- 00

Annexure-‘J’

TENDER ENQUIRY No. : WEX/TE/6/12

DATE: 12.09.2016

PRICE BID

- a. Nature of Work :- Operation and Maintenance of 03 nos (125 TR capacity of each) Screw chiller based Voltas make Air-conditioning Plants in BHEL-Jhansi(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)	(E)	(F)
1.	Operation and maintenance of 03 nos Voltas make screw chiller based air-conditioning plants ,capacity 120 TR each. with AHU units of 27000CFM (for two shifts i.e A&B shift) in BHEL-Jhansi for a period of one year.	Month	12		
				Total	

Signature of contractor



Bharat Heavy Electricals Limited, Jhansi

Department: Works Engineering & Services

Tender Enquiry No: WEX/TE/6/12 Dt. – 12.09.2016

TD: 2016-17, Rev- 00

Annexure-‘K’

BLANK / UN-COATED PRICE BID

- a. Nature of work :- Operation and Maintenance of 03 nos (125 TR capacity of each) Screw chiller based Voltas make Air-conditioning Plants in BHEL-Jhansi(Work Contract)
- b. Name of the 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)	(E)	(F)
1	Operation and maintenance of 03 nos Voltas make screw chiller based air-conditioning plants ,capacity 120 TR each. with AHU units of 27000CFM (for two shifts i.e A&B shift) in BHEL-Jhansi for a period of one year.	Month	12	-----	-----
				Total	



Bharat Heavy Electricals Limited, Jhansi

Department: Works Engineering & Services
Tender Enquiry No: WEX/TE/6/12 Dt. – 12.09.2016

TD: 2016-17, Rev- 00

Annexure-‘L’

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.