

“ PINKING/SHIPPING OF TRANSFORMERS ”



BHARAT HEAVY ELECTRICALS LIMITED

(A GOVERNMENT OF INDIA UNDERTAKING)

P.O. BHEL, JHANSI- 284129

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Tender Documents

For Work Contract for

“ PINKING/SHIPPING OF TRANSFORMERS ”

Tender Enquiry No: TRM/TE/617

Date: 27/08/2016

Tender Due Date: 27/09/2016 at 13:15 Hrs

Tender Opening Date: 27/09/2016 at 14:00 Hrs

“ PINKING/SHIPPING OF TRANSFORMERS ”

TENDER DOCUMENT

TENDER ENQUIRY NO: TRM/TE/617

DATE: 27/08/2016

DETAILS OF TENDER DOCUMENT

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Nature of work: “PINKING/SHIPPING OF TRANSFORMERS”

1. **BHEL JHANSI is in the process of finalizing the Work Contract for “PINKING/SHIPPING OF TRANSFORMERS”**
2. The tender document has been detailed as follows:
 - a) Notice Inviting Tender -----(Annexure A)
 - b) Work Specifications ----- (Annexure B)
 - c) Qualifying Requirements ----- (Annexure C)
 - d) Instruction to Tenderers ----- (Annexure D)
 - e) Tender Evaluation Criteria ----- (Annexure E)
 - f) Contractor’s obligations ----- (Annexure F)
 - g) 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) Performa for part completion of contracts ---- (Annexure K)
 - l) Health ,Safety & Environment ----- (Annexure L)
 - m) Rounding off numbers ----- (Annexure M)
 - n) Guidelines for discrepancy in Bids ----- (Annexure N)

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.TRM/TE/617 DATED 27/08/2016” should reach us in a sealed cover on or before 27/09/2016 (13.15 hours) through Registered / Speed post or the same may be dropped in the tender box available at the following address:

CISF Control Room/Office
 Administrative Building
 Bharat Heavy Electricals Limited
 Jhansi- 284129.

- Note:** Dropping of tender in the Tender Box within schedule time and date is the responsibility of the bidder.
3. TECHNICAL BID AND PRICE BID SHOULD BE SUBMITTED IN SEPARATE SEALED ENVELOPES, IN CASE THE BIDS FOUNDS IN ONE SINGLE ENVELOPE THEN THE “BIDS” ARE LIABLE TO BE REJECTED.

“ PINKING/SHIPPING OF TRANSFORMERS ”**TENDER DOCUMENT****TENDER ENQUIRY NO: TRM/TE/617****DATE: 27/08/2016****CONTENTS**

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07.	Other General Terms & Conditions	G	07
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09	Technical Bid	I	01
10	Price Bid	J	01
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12	Health ,Safety & Environment	L	4
13	Rounding off numbers	M	1
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Signature of Contractor with Seal

“ PINKING/SHIPPING OF TRANSFORMERS ”**TENDER DOCUMENT****Annexure ‘A’****TENDER ENQUIRY NO: TRM/TE/617****DATE: 27/08/2016****NOTICE INVITING TENDER**

1. **SCOPE OF WORK** : **“PINKING / SHIPPING OF TRANSFORMERS”**
2. Tender Evaluation Criteria : As per Annexure – E
3. Duration of the Contract : One Year
4. Other specific requirements : As per Tender
5. Last date of receipt of the Tender : up to 1315 hours on 27/09/2016.
6. Date of opening of Techno and Commercial Bid : 14.00 hours on 27/09/2016.
7. Address for receipt/issue of Tender Documents : Bharat Heavy Electricals Limited, Jhansi (U.P.)
8. Earnest Money Deposit : Nil
9. Cost of Tender Document : Rs. 200 + Rs. 30 (VAT) = Rs. 230=00.
(In Words Rs Eleven thousand forty- five)

(In case the documents downloaded from website the cost may be paid by enclosing Demand Draft in favour of “BHEL, Jhansi” alongwith technical bid or cash may be deposited at BHEL Cash Office and receipt be enclosed with Technical Bid)

10. Security Deposit Security : Refer Annexure G

NOTE:

1. THE BIDDER MAY VISIT THE WORK PLACE BEFORE QUOTING THEIR RATES.
2. FOR RELEVANT DETAILS PLEASE VISIT OUR WEBSITE www.bhel.com & “www.bheljhs.co.in”

I/We agree with the above
Signature of Contractor with Seal

Executive Incharge

“ PINKING/SHIPPING OF TRANSFORMERS ”

TENDER DOCUMENT

Annexure 'B'

TENDER ENQUIRY NO: TRM/TE/617

DATE: 27/08/2016

WORK SPECIFICATION

1) Scope of Work of the contractor shall be as following :-

The contractor shall be responsible for specified work.

DETAILS OF WORK

Sl. No.	SCOPE OF WORK	UNIT	QUANTUM OF WORK
1	“PINKING/SHIPPING OF TRANSFORMERS”	No.of items	25000

• **Means No. of items as mentioned in packing list (each oil drum shall be considered as one item)**

- a) The required documents/drawing can be seen at our works.
- b) Contractor will collect all required material, drawing and information's from BHEL store /shop /office. Required space, tools tackles and facilities like available in normal working conditions. Consumables like resin glass tape, cotton waste, etc. will be issued by BHEL as available and these will be collected by contractor. Contractor will check for any defect in material and get it rectified/replaced before starting work.
- c) All the material, electricity, compressed air, consumables and tools available with BHEL shall be provided by BHEL free of cost.
- d) EOT crane shall be provided by BHEL free of cost however the assistance in operation of the same i.e. crane operator and slinger shall be the responsibility of contractor. However in contingency in order to meet the job requirement any additional resources if required shall be arrange by the contractor at their cost.
- e) Inspection/clearance of the activity by BHEL QC shall be the contractor's responsibility inspection of various stages shall be done by BHEL QC, however proper records of all the activities/inspection stages shall be maintained by the contractor and the same should be made available as and when required by BHEL
- f) The house keeping of the work area shall be the contractor's responsibility. Monitoring work discipline also be in their scope.
- g) Contractor is advised to visit the work place to know the work content before submission of quotation.

2) Period of contract: The contract shall be for the period of 1 year from date of award.

3) Repeat Order: There may be provision of repeat order for a period of further one year provided that both BHEL and the contractor are mutually agreed. The repeat order shall strictly be on the same rates, terms and conditions of the original contract.

4) LD Clause : In case of delay in completion of allotted work, penalty of 0.5% per week or a part thereof limited to maximum of 10% for the delayed work shall be leveled.

5) Duration of contract: Based of the time to time performance of the contractor, if the same is under par than that required by BHEL. Then BHEL will have the right to terminate the contract after giving due information of the same too the contractor at least 2 week in advance.

6) For all technical operation only suitable skilled workers to be engaged. Supervisor in each shift must be deployed with suitable qualification.

I/We agree with the above
Signature of Contractor with Seal

Executive Incharge

“ PINKING/SHIPPING OF TRANSFORMERS ”

TENDER DOCUMENT

Annexure ‘C’

TENDER ENQUIRY NO: TRM/TE/617

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QUALIFYING REQUIREMENTS

1. Should have independent ESI Code number
2. Should have PAN/TAN number
3. Should have Service Tax number (PAN based)
4. Self-certificate that he is not blacklisted/banned/delisted on the date of tender.
5. Should have VAT/TIN No. if material is supplied/consumed
6. Self-Declaration that he is not blacklisted/under hold from BHEL Jhansi or banned by any unit/region/office of BHEL
7. Self-Declaration that he should not be guilty by a Court of Law in India for any offence involving fraud, dishonesty and moral turpitude.
8. Documentary proof in support of above eligibility criteria along with EMD shall be submitted alongwith Techno Commercial Bid at Annexure I
9. **Average Annual financial** turnover during the last 3 years, ending 31st March 2016, should be at least Rs **53,000/-** (i.e. 30%) Lakhs. Duly audited Financial Statement/Balance sheet/Certificate from CA to be submitted as a supporting document.
10. If all balance sheets are not available for all three years then the average shall be calculated by dividing the sum of turnover of balance sheets by three.
11. **Experience** of having successfully completed similar works (any service /works contract/work on labour basis) during the last 7 years ending (31/03/2016) should be either of the following:-
 - a. **Three similar completed works each costing not less than the amount equal to Rs. 70,100/-.**
 - Or
 - b. **Two similar completed works each costing not less than the amount equal to Rs. 88,250/-.**
 - Or
 - c. **One similar completed work, each costing not less than the amount equal to Rs. 1,41,200/-**

Documentary proof (Execution Certificate) for the experience to be submitted alongwith Technical Bid. In case of experience in Private Sector relevant TDS Certificate must be attached as evidence.

Note: on case of work experience in govt. /PSU sectors partial completion of the contract can also be considered in respect of 9 (a.b.c.) of above. It is clarified that partial completion means that work equivalent to 75% of the contract value should have necessarily have been completed as on 27th AUGUST 2016.

For partial completion experience in the relevant certificate issued by concerned govt. /PSU authority must be submitted as per enclosed Performa (Annexure K)

Documentary proof as per works contract guidelines to be attached.

Documentary proof in support of above eligibility criteria along with EMD shall be submitted along with Techno Commercial Bid at Annexure i.

- 12) 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 & Incorporation Certificate.
 - (iii) Society : Registration certificate issued by Registrar of societies.
 - (iv) Sole Proprietor-ship Firm: Undertaking on oath (Rs.100 stamp paper) that Proprietor is solely responsible for all rights and liabilities while working under the name and style of Sole Proprietorship firm namely (_____)

I/We agree with the above
Signature of Contractor with Seal

Executive Incharge

“ PINKING/SHIPPING OF TRANSFORMERS ”

TENDER DOCUMENT

Annexure ‘D’

TENDER ENQUIRY NO: TRM/TE/617

DATE: 27/08/2016

INSTRUCTIONS TO BIDDERS

- Above tender is in two Bid System (Techno Commercial Bid & Price/Rate Bid).
1. The tender is to be processed in two parts viz. **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 as “Tender for **TRM/TE/617 TECHNO COMMERCIAL BID**”. EMD/Cost of Tender Document or Documents required as per qualifying requirements must be enclosed.
 - b) Price bid: The second envelope duly sealed should contain the price bid (Annexure-J) only super scribed as “(Name of Work) “**PINKING/SHIPPING OF TRANSFORMERS**”. Any other enclosures, which the tenderer wishes to submit, must be enclosed with the Technical Bid only. The price bid envelope should contain the rates only. Offers not in line with the above procedure or quoted in any other format is liable to be rejected/by passed.
 2. Both the technical bid and price bid sealed envelopes must be again sent in a single envelope duly sealed and super scribed as “TENDER FOR TENDER NO **TRM TE 617** DUE DATE OF OPENING 27/09/2016 The same should be dropped in the tender box kept in the CISF gate of Administrative Building, BHEL, Khailar, Jhansi, within the specified date and time by the representative of the tenderer.
 3. All tenderers can witness the opening of the Technical Bid. After evaluation of the Technical Bid which may involve visit to the tenderer’s/clients place by authorized officials, price bids of only those Tenderers who are technically found suitable will be opened on a subsequent date which will be informed to the concerned, whose Technical bid has been accepted, in advance for witnessing the Price Bid opening.
 4. All entries in the tender document should be in one ink. Corrections, over writing, cuttings, etc. will not be permitted. All the columns in the tender form should be filled without leaving blank in any page of the tender and all the pages must be duly signed & stamped by the tenderer before submission.
 5. The price / rate should be quoted in figures as well as in words. Price quoted in Price Bid shall be inclusive of all taxes & duties, all statutory requirements/ liabilities like PF/ESI/Bonus/Min. wages etc. However service Tax shall be payable extra as applicable.
 6. The rate quoted will be valid for the period of contract.
 7. The contract will commence on the date as applicable against the contract and shall be valid as per the validity period of the contract. The contract can be extended further on mutually agreed terms and conditions.
 8. BHEL may go for Reverse Auction after Techno-Commercial evaluation instead of submitted related Price Bid. Bidder should confirm participation in Reverse Auction along with Techno-Commercial Bid.
 9. Price should be considered as maximum two decimal point. If any bidder quotes their price beyond two digits of decimal same can be considered only first 2 decimal points and beyond round off system will be considered in accordance with rules under Annexure-M of this tender document.

I/We agree with the above
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“ PINKING/SHIPPING OF TRANSFORMERS ”**TENDER DOCUMENT****Annexure ‘E’****TENDER ENQUIRY NO: TRM/TE/617****DATE: 27/08/2016****TENDER EVALUATION CRITERIA**

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

1. BHEL officials may visit the tenderer's office & their client's place to evaluate the capability and assess the performance.
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. Successful techno commercial qualified tenderers after the above process only will be invited for opening of the rate / price bid.
4. Price Bids will be opened or participation in Reverse auction will be allowed to only Techno- Commercially accepted bidders.
5. The contractor shall be awarded the work on over all L-1 basis, if otherwise not specified in tender.
6. In case of tie between two or more than two bidders for L1 price. Bids shall be called for discount on price offered in sealed envelope from all the L1 bidders. In case of discrepancy in words and figures offered in price bid the decision shall be taken based on annexure “N”
7. In case where bidders have submitted 'NIL' charges/amount over and above the minimum wages as per the standard document, the bid shall be termed unresponsive will not be considered (in terms of provisions of Ministry of Finance Dept. of Expenditure No 29(1)/2014-PPD dated 29/01/2014)

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Executive Incharge

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TENDER DOCUMENT

Annexure ‘F’

TENDER ENQUIRY NO: TRM/TE/617

DATE: 27/08/2016

CONTRACTOR’ OBLIGATIONS

A) CONTRACTUAL

Towards selection, control and supervision of employees

- a) Contractor shall decide the number of employees to be deployed for execution of the work awarded to him and he or his authorized representative will be solely entitled to instruct such workers about the manner of carrying out the work as per the prescribed specifications and quality plan.
- b) Contractor shall supervise the work allotted to him and to be carried out by his employees.
 - 1) Aadhar card is mandatory for contract labours for making of gate pass for entry in BHEL premises.
 - 2) Supervisors of contracting firms who sign on behalf of contractors must have Power of Attorney to the same effect.
 - 3) Contractor are advised that contract labours must be employed without any discrimination on caste or creed basis.
- c) Contractor to ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc. acceptable to concerned department.
- d) 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.
- e) Contractor shall ensure Personal Accident Insurance (24x7) policy of Contract Workers from (Govt. under taking company). The coverage shall be of Rs. 5 lakhs per individual. The coverage shall be of 24 Hrs. (Accidental Death cover). The sum assured (Rs. 5 lakhs) shall become payable to the nominee in the event of death of insured person. In the event of death of any contract worker deployed by the contractor without proper insurance cover, the contractor shall be liable to pay Rs. 5 lakhs to the nominee/ legal heir of such deceased contract worker. In case of extension of contract premium of accidental insurance will be on actual subject to maximum of RS.300/- per individual per quarter. Gate pass of the contract labour shall be issued only after taking the Insurance Cover.
- f) 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.
- g) Contractor may apply for providing bus pass facility to his workmen. BHEL will consider such applications based on merits and availability of seats. Contractor would be responsible for depositing bus pass charges and penalties (if applied) of his/her workmen/staff etc. BHEL would have the right to deduct/recover the same in case of default by the contractor/supplier.
- h) Contractor will keep watch on his employees and he will be liable for any pilferage / loss to BHEL due to acts of omission and commission by his employees. Similarly, liability for any compensation to outsiders on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with him.

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- i) The contractor has to provide to his workers uniform (lower dark blue & upper light blue,) shoes, helmet & uniform stitching charges. The uniform should have logo of the contractor's firm/ company which shall be affixed by the contract labour on the left side of his pocket. The uniform shall be kept in neat, tidy and wearable condition. No reimbursement of uniform, shoes in case of extension of contract.

Annexure 'F'

- j) Contractor to ensure compliance of the instructions contained in safety guidelines issued by Safety Dep't (HSE) of BHEL, Jhansi. The contractor has to ensure that all precautions are taken for safety of his employees and equipment.

- k) In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees from the establishment of BHEL.

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

- l) 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 & VI-B by contractor.

B) Towards supply of tools, tackles and materials

- a) Contractor shall provide to his employees all tools, tackles, material, equipment's as specified in contract and maintain the same to carry out the job under the contract at his cost and if necessary may take insurance policy of his worker, material, equipment's & tools & tackles.
- b) Contractor shall provide shoe, helmet, and personal protective equipment & maintain the same at his own cost which may be required.
- c) Contractor shall ensure that his workers wear uniform, shoes, helmet and other required safety appliances, apparels / equipment's at the work place otherwise deduction @ of 5% will be deducted from the bills.

C) Towards statutory liability

- a) As mentioned in the terms and conditions enclosed as Annexure 'G' of this contract.
- b) Contractor shall indemnify BHEL against all claims by statutory authorities and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
- c) Contractor shall be responsible for making payment of wages in bank account of their employees 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 proof of disbursement of wages to be given.
- d) Contractor to obtain license under the provisions of CL(R&A) Act.
- e) 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.

D) Towards Finance

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

I/We agree with the above
Signature of Contractor with Seal

Executive Incharge

“ PINKING/SHIPPING OF TRANSFORMERS ”

TENDER DOCUMENT

Annexure ‘G’

TENDER ENQUIRY NO: TRM/TE/617

DATE: 27/08/2016

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

1.0 SECURITY DEPOSIT

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

Upto Rs.10Lakhs	10%
Above Rs.10 Lakhs & upto Rs.50 Lakhs	Rs.1.0 Lakh + 7.5% of the amount exceeding Rs.10 Lakhs.
Above 50 Lakhs.	Rs.4.0 Lakh + 5% of the amount exceeding Rs.10 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:-
- Pay Order, Demand Draft drawn in favor of “M/s Bharat Heavy Electricals Limited, Jhansi” valid for the period as aforesaid.
 - Local Cheque of scheduled banks, subject to realization.
 - Securities available from Post Office 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)
 - Bank Guarantee from scheduled bank/Public Financial Institutions as defined in Companies Act. The Bank Guarantee format should have the approval of BHEL.
 - Fixed Deposit Receipt (FDR) issued by Scheduled Banks/Public Financial Institutions as defined in Companies Act. The FDR should be in the name of bidder; A/c BHEL, Jhansi duly discharged on the back.
 - 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.
 - All deposit in the form of bank instruments shall be caused to be submitted preferable through the issuing bank only and deposited with the Finance Dep’t. Of BHEL under receipt in duplicate with copy of receipt submitted to department.
 - The performance Security Deposit shall not carry any interest.

2.0 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 Office 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 bank/Public Financial Institutions	Rs.5/- per Rs.1000/-

3.0 LABOUR LICENCE AND OTHER REQUIREMENTS:-

- The contractor cannot deploy the contract worker without obtaining requisite labour license from the Appropriate Government (Central Govt.) authority. Till then the contractor shall be allowed to deploy maximum 19 workers or the numbers required whichever is less.
- The contractor shall deploy such number of workers in the premises of BHEL, Jhansi, as required for completion of the contract. The workers such deployed shall be his own workers.
- In case the number of labour deployed by the contractor in premises of BHEL Jhansi exceeds the number of labour allowed in the license then the contractor shall immediately inform the HR and concerned department. The contractor shall also apply to the licensing officer in the region for amendment in the license within 7 days of exceeding the number of labours mentioned in the license.

“ PINKING/SHIPPING OF TRANSFORMERS ”

Annexure 'G'

- 3.4 Labour license and other requirement in case of contractors NOT working in BHEL, Jhansi or has less than 20 workers on his rolls.
- 3.4 A The contractor cannot deploy the contract worker without obtaining requisite labour license from the appropriate government authority (Central Govt.). Till then contractor may be allowed to deploy 19 labours or less.
- 3.4 B Contractor shall within 15 days of commencement/completion of work-order submit Form VI-A to concerned labour commissioner. The first & final bill shall be processed only on clearance regarding submission of Form VI-A by contractor. Till then award will be treated as provisional.
- 3.5 The contractor shall also have to submit copy of PAN card and last IT return.
- 3.6 The contractor must possess Service Tax Registration number under relevant code head.
- 3.7 The contractor should possess VAT/TIN Number if material is supplied/consumed. The contractor should not be disqualified from bidding in case the contractor does not have TIN No. However, he shall have to produce TIN No. before opening of Price bid.
- 3.8 Stamp Duty: Contractor should deposit stamp duty, before start of the contract, on security deposit as per Stamp Duty Act.
- 4.0 APPOINTMENT AND ENTRY IN FACTORY PREMISES:**
- 4.1 **The contractor shall submit the following to contracting department and CISF**
- (a) The details of the worker proposed to be deployed in Annexure-I.
- (b) **Character certificate:** Gate pass for entry inside the factory shall be issued in line with the requirement of CISF. Character certificate should be made in line with CISF guide line. Self-certified copy of Character certificate issued by District Magistrate's office, minimum Superintendent of police/Sub Divisional officer level of police officer of concerned area will be required during issue of permission to enter into the factory. Character certificate will be valid for three years. In special case where character certificate of above authorities are not available, Character certificate of concerned Police station/Reporting police chowki along with Proof of remittance of fees for application for apply of character certificate at District Magistrate's office can be issued for a period of three months with confirmation that he should submit the character certificate within 60 days. Failing which he will be discontinued.
- (c) Copy of employment card issued by contractor to his own worker. – Annexure II
- 4.2 After submission of documents as in para 2.1, the contractor shall issue photo identity card to the labour and submit to HR department. This identity card shall be forwarded by HR department to CISF, which shall then authorize the labour to enter the factory premises initially for a period of one month or as decided by BHEL.
- 4.3 The photo identity card shall have to be revalidated every one month or as decided by BHEL on last working day of the month or any other date fixed to do so. In absence of such revalidation, duly forwarded by HR department, CISF shall not allow any labour to enter the premises of BHEL Jhansi.
- 4.4 The contractor shall maintain a register of persons employed by him in the format prescribed under Rule 75 of Contract Labour (R&A) Central Rules. A copy of this format is annexed as *Annexure III*.
- 4.5 The entry of contractor's workers in factory premise shall be through biometric/smart cards. The contractor shall ensure issuance of biometric smart card through time office section of BHEL Jhansi. After the conclusion of service contract, the contractor shall collect these biometric cards from his workers and submit the same to Time Office Section through contracting department. In event of any contract worker leaving the service before completion of the contract, the contractor shall ensure return biometric card to BHEL Jhansi. In case of non-return of biometric card, Rs 200/- (Rupees Two hundred only) per card shall be deducted from the Security Deposit of the contractor.

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Annexure 'G'

5.0 BILLS PAYMENT, ATTENDANCE AND PAYMENT OF WAGES

- 5.1 The contractor shall pay minimum wages as applicable of the appropriate government and in addition to minimum wages Rs.123.08 per day shall also paid to the contract workers. This additional amount will also attract all statutory deduction and payments.
- 5.2 The contractor shall submit bills to the contracting department on or before 5th of each month.
- 5.3 The contractor's bills should be accompanied with the following.
 - a) The contractor should maintain attendance register by recording daily attendance duly signed by both contractor & contract worker.
 - b) Copy of Measurement Book entries/Statement of work done by the Contractor
 - c) Statement of Minimum Wages of labours deployed by him under the Works contract, PF/ESI no., statutory deductions etc., in the format as in Annexure IV annexed to these terms and conditions. (Form XVII of Contract Labour (R&A) Rules).
 - d) PF and ESI challans for previous month separate for concerned Service contract. Print of online challan alongwith ECR/Contribution History of contributing contract workers for PF/ESI duly certified by the contractor.
 - e) Wage payment sheet for the bill period as per annexure IV.
 - f) Copy of Form-5 and Form-10 (PF monthly returns) submitted by contractor to RPFC for billing month.
 - g) Copy of Form 12A-regarding PF remittance
 - h) List of CL covered under accident insurance policy
 - i) Statement of material supplied by the contractor if any
 - j) Copy of Labour License if increase in no. of labours deployed against Work Order if applicable.
 - k) Copy of Challan of previous service tax paid
 - l) Proof of Personal Accident Insurance Policy alongwith bill
- 5.4 The executing department shall pass the bills of the contractor, after thorough checking, alongwith requisite documents the bill in original and Service Tax Challan& as in para 3.3 above forward them to Finance through HR department latest by on or before 9th Day of the following month.
- 5.5 After checking the Labour Laws compliances with respect to the concerned Service contract HR department, after retaining copies of PF and ESI Challans and wage payment sheet pertaining to current month, annexure IV etc., will forward the bill alongwith requisite documents (the bill in original and Service Tax Challan) to finance department. Finance department shall on satisfactory compliances of stamp duty charges, service tax and security deposit amount, make payment as per contract.
- 5.6 Finance department shall, on satisfactory compliance, and after deduction on account of Security deposit amount and TDS will make payment to the contractor within 10 days of submission of clean bill by the contractor.
- 5.7 The contractor shall issue pay slips to his workers, for the month deployed for undertaking activities under the Service contract, at least a day prior to disbursement of wages.
- 5.8 The contractor shall make payment to the his own labours/contract workers before the expiry of the 7th day after the last day of the wage period in respect of which the wages are payable, preferably through bank account for better control and smooth wage disbursement. The payment of wages to the workers shall not be subject to payment against the bills by BHEL.
- 5.9 The contractor shall remit the cheque favoring RPFC and ESI Kanpur with the appropriate banks with such period as stipulated under relevant provisions. Last Date for remittance of PF is 15th and that in case of ESI is 21st of each month.
- 5.10 The contractor shall make payment of wages to his workers on due date in presence of an authorized representative of contracting department. The authorized representative shall retain a copy of wage payment sheet with him.
- 5.11 In cases where the payment to the contractor is due only after completion of work and the payment is not made monthly then the contractor shall have to produce documents as enumerated in para 3.3 above, in respect of all workers deployed by him against the contract, for each month separately, alongwith final bills.

“ PINKING/SHIPPING OF TRANSFORMERS ”

Annexure 'G'

6.0 Provident Fund

- 6.1 The contractor should get independent EPF code before deployment of his contract worker against work contract.
- 6-2 The Contractor should allot PF account number and get the nomination form, duly filled in, from each worker deployed by him at the time of joining.
- 6-3 In case the worker already has PF/pension account number, allotted to him, previously, then the contractor shall get the transfer form filled up at the time of joining and send to the office of concerned Regional Provident Fund Commissioner.
- 6-4 After termination of contract the contractor shall provide due assistance to the labour for withdrawal of PF/pension amount, when due.
- 6.5 The Contractor shall liaison with the PF officials to get the annual PF slips and distribute amongst his own workers. Security deposit shall be released only after submission of PF slips of workers.

7.0 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	0.85%
	Admn/ Insp Charges	0.5%
	Pension Fund	8.33%
	EDLI Charges	0.01%
	Total	13.36%

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

8.0 Employees State Insurance

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

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

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).

- 8.5 The Contractor shall submit annual returns in Form-6 prescribed under ESI Act, deployed by him with a copy to HR and finance department
- 8.6 The Contractor shall produce the following Registers and forms as per Contract Labour (R & A) Rules 1971 for verification by the Executing Officer of the company:-
- (a) Form XIII - Register of Workmen employed by contractors (Rule75)
 - (b) Form XIV - Employment Card issued by contractor (Rule 76)
 - (c) Form XVI - Muster Roll 78(1) (a) (i)
 - (d) Form XVII - Register of Wages (Rule 78 (1) (a) (i)

“ PINKING/SHIPPING OF TRANSFORMERS ”

Annexure 'G'

- (e) Form XVIII - Register of wages-cum Muster Roll (in case of weekly payment)
- (f) Form XIX - Wage Slip (Rule 78)(1) (b)
- (g) Form XX - Register of deduction for damages of loss (Rule (78)(1) (a) (ii)
- (h) Form XXI - Register of fines (Rule 78) (1) (a) (ii)
- (i) Form XXII - Register of advance (Rule 78) (1) (a) (ii)
- (j) Form XXIII - Register of overtime (Rule 78) (1) (a) (iii)
- (k) Form XXIV - Return to be sent by the contractor to licensing officer (Rule 82)
- (l) Form XII – Register of Adult Workers
- (m) Form XIV – Leave with wage register
- (n) Form XV – Leave book

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

8.8 The existing wage limit for coverage under the Act is Rs. 15,000/- per month (w.e.f. 01/05/2010).

9.0 Bonus

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

10.0 Discipline

10.1 The Contractor shall be responsible for the discipline of his own labours deployed under the Service contract. In case of any loss to the BHEL Jhansi on account of indiscipline of contract labour then such loss shall be assessed and recovered from the running bills of the contractor or from the security deposit.

10.2 The contractor shall not employ any person who has not completed his 18 years of age and person who has attained 60 years of age.

10.3 The contractor, on advice of authorized BHEL official, shall immediately remove any person employed by him, who may in the opinion of such authorized BHEL official is involved in misconduct. Such person shall not be re-employed by the contractor without prior permission.

11.0 LEAVE WITH WAGES TO CONTRACT LABOUR:-

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

12.0 INDEMNITY BOND/COMPLIANCE OF LEGAL PROVISION

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

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

“ PINKING/SHIPPING OF TRANSFORMERS ”

Annexure 'G'

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

13.0 Other General Terms and Conditions:-

13.1 Legal compliance

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

- 13.2 The work shall be supervised by the contractor or through the authorized representatives on day to day basis.

- 13.3 The Contractor shall compensate BHEL for any loss or damage to the plant/property, material of BHEL due to his workmen/representatives' negligence or otherwise during execution of work.

- 13.4 In the event of contractor abandoning the work or BHEL revoking the contract BHEL shall have a right to get incomplete work completed at contractor's risk and cost. BHEL shall have a right to terminate the contract at any time without assigning any reason thereof.

- 13.5 Security deposit will be released on submission of following certificates from departments mentioned as under:-

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

14.0 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.

14.1 CONFIDENTIALITY

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

“ PINKING/SHIPPING OF TRANSFORMERS ”**Annexure 'G'****14.2 (A) TERMINATION**

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

14.2 (B) SUSPENSION

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

14.3 JURISDICTION

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

14.4 ARBITRATION

All disputes arising in connection with the contract shall be settled by mutual consultation. If no agreement is reached the dispute shall be settled in accordance with Arbitration and conciliation Act, 1996 (latest applicable) 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).

I/We agree with the above
Signature of Contractor with Seal

Executive In-charge

“ PINKING/SHIPPING OF TRANSFORMERS ”

TENDER DOCUMENT

TENDER ENQUIRY NO: TRM/TE/617

DATE: 27/08/2016

गेट पास आवेदन प्रपत्र

Annexure I

(ठेकेदार के संविदा श्रमिकों हेतु।)

1. ठेकेदार का नाम
2. कार्य का स्वरूप
3. कार्य आदेश सं./दिनांक
4. कार्य आदेश अवधि
5. कार्यस्थल (विभाग एवं कोड) [] एवं [] [] [] [] []
6. गेट का नाम जिससे प्रवेश/वर्हिगन होगा
7. कर्मचारी की ड्यूटीका समय

संविदा श्रमिक का व्यक्तिगत विवरण

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

संविदा श्रमिक का नाम.....जन्मतिथि/आयु.....

पिता का नाम.....पहचान चिन्ह.....

स्थायी पता.....वर्तमान पता.....

शैक्षिक योग्यता.....

तकनीकी योग्यता.....

भविष्य निधि खातासंख्या.....कर्मचारीरा.बी. निगम खाता सं.....

संविदा श्रमिक का
हस्ताक्षर युक्त फोटो
ठेकेदार द्वारा सत्यापित

(संविदा श्रमिक के हस्ताक्षर/दिनांक)

कारखाना प्रबन्धक/शॉपप्रभारी के हस्ताक्षर
(दिनांक एवं मोहर सहित)

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

आबंटित गेअपास सं०.....दिनांक.....हस्ताक्षर आबंटन कर्ता.....

विभागाध्यक्ष- मा.सं./सं.श्र.प्र. प्रभारी के हस्ताक्षर

(दिनांक एवं मोहर सहित)

के० ओ० सु० ब० द्वारा भरने के लिए

पासों के विचाराधीन रहने तक.....से.....तक श्री.....

नियोजक.....को कारखाने में प्रवेश हेतु अनुमति दी जाती है।

पास संख्या.....जारी होने की तिथि से दिनांक.....तक ही वैद्य होगी तथा प्रत्येक माह/तीन दिन के

पश्चात् 25 तारीख को के० ओ० सु० ब० बल द्वारा नवीनीकृत किया जायेगा।

हस्ताक्षर उप कमान्डेन्ट के० ओ० सु० ब० इकाई
बी०एच०ई०एल०शॉसी (उ०प्र०)

“ PINKING/SHIPPING OF TRANSFORMERS ”

ANNEXURE-II

FORM XIV

(See Rule 76)
Employment Card

Name and address of Contractor :

Nature of work and location of work :

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

Name and address of Principal Employer :

1. Name of the workmen :

2. Serial No. in the register of workmen employed :

3. Nature of employment/designation :

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

5. Wage period :

6. Tenure of employment :

Remarks. :

Signature of contractor.

“ PINKING/SHIPPING OF TRANSFORMERS ”**TENDER DOCUMENT****TENDER ENQUIRY NO: TRM/TE/617****DATE: 27/08/2016****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	7	8	9	10	11

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

SIGNATURE OF THE CONTRACTOR

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

(Executive Incharge)

“ PINKING/SHIPPING OF TRANSFORMERS ”**TENDER DOCUMENT****Annexure 'H'****TENDER ENQUIRY NO: TRM/TE/617****DATE: 27/08/2016****MEASUREMENT OF WORK AND PAYMENTS THEREOF.**

1. The designated officer of the BHEL 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.	Details of works	Unit of works	Quantum of work
1	“PINKING/SHIPPING OF TRANSFORMERS”	No.of items	25000

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

I/We agree with the above
Signature of Contractor with Seal

Signature Of Officials Of Executing Department

“ PINKING/SHIPPING OF TRANSFORMERS ”**TENDER DOCUMENT****Annexure 'I'****TENDER ENQUIRY NO: TRM/TE/617****DATE: 27/08/2016****PROFORMA FOR SUBMITTING TECHNICAL BID FOR “PINKING/SHIPPING OF TRANSFORMERS”**

- | | | | |
|-----|--|---|-------------|
| 1. | Name of the firm | : _____ | (Essential) |
| 2. | Name of the Proprietor | : _____ | (Essential) |
| 3. | Address and Contact Numbers | : _____ | (Essential) |
| 4. | Registration Number | : _____ | (Essential) |
| | Copy of the Certificate | : Enclosed / Not Enclosed | |
| 5. | Labour Licence Number | : _____ | (Desirable) |
| | Copy of the Licence | : Enclosed / Not Enclosed | |
| 6. | PF Code Number | : _____ | (Essential) |
| | (not required only if exempted with exemption proof) Attach Copy of the PF registration | | |
| 7. | ESI Code Number | : _____ | (Essential) |
| | (not required only if exempted with exemption proof) Attach Copy of the ESI registration | | |
| 8. | (1) PAN/TAN Number | : _____ | (Essential) |
| | (2) Income Tax return last 3 yrs. | : Enclosed / Not Enclose | |
| 9. | Service Tax Number(PAN Based) | : _____ | (Essential) |
| 10. | VAT/TIN Number | : _____ | (Essential) |
| | (To be submitted only in case where material transaction is involved) | | |
| 11. | Experience Certificate | : _____ | (Essential) |
| | | : Enclosed / Not Enclosed | (Essential) |
| 12. | No.of Workers including Supervisors
on the rolls of the firm | : _____ | (Essential) |
| 13. | Earnest Money Deposit | : Rs. Nil _____. | |
| | a) D.D. Number & Date | : _____ Date _____ | |
| | b) Drawn on (Bank) | : _____ | |
| 14. | Any other relevant information | : _____ | |
| 15. | Tender Cost | : Rs 200 +Rs 30 (VAT) = Rs 230. (Essential) | |
| | D.D.No. | : _____ | |
| 16. | Validity of offer | : 90 days from the date of tender opening. | |
| 17. | Blank Price bid format | : Enclosed / Not Enclosed | |
| 18. | Reverse Auction | : Accepted/Not Accepted (Desirable) | |

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

Date: _____

Signature with Name& Office Seal

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

I/We agree with the above
Signature of Contractor with Seal

Executive Incharge

“ PINKING/SHIPPING OF TRANSFORMERS ”**TENDER DOCUMENT****Annexure ‘J’****TENDER ENQUIRY NO: TRM/TE/617****DATE: 27/08/2016****PRICE BID**

a. Name of the firm : _____

SL. NO	Details of works	unit of works	Quantum of work	RATE QUOTED/UNIT)	TOTAL VALUE
	A	B	C	D (Rs.)	E (Rs.)
1	“PINKING/SHIPPING OF TRANSFORMERS”	* No. of Items	25000		
		Total			

- Means No. Of items as mentioned in packing list (each oil drums hall be considered as one item)
- Service tax extra as applicable.

Signature of Contractor

“ PINKING/SHIPPING OF TRANSFORMERS ”

TENDER DOCUMENT

Annexure ‘K’

TENDER ENQUIRY NO: TRM/TE/617

DATE: 27/08/2016

**Certificate for part completion of works contract
(In case of experience in Govt. /PSU only)**

TO WHOM IT MAY CONCERN

It is certified that M/S..... has satisfactorily completed the work of..... for a value of Rs..... As on 27th August 2016. Which is % of the work awarded on them vide work order no..... dated for the value of Rs.....(work order copy enclosed)

Signature of employer

(Seal indicating Name, designation & company name)

“ PINKING/SHIPPING OF TRANSFORMERS ”**TENDER DOCUMENT****Annexure ‘L’****TENDER ENQUIRY NO: TRM/TE/617****DATE: 27/08/2016****BHEL TERMS & CONDITIONS**
HEALTH, SAFETY & ENVIRONMENT

Page 1 of 4

Contract Workers Management :

The following points are proposed for incorporation into BHEL Terms and Conditions” in Work Orders to be issued to Outside Agencies for carrying out work in BHEL Jhansi, including Township Area :

1. There should be a chapter entitled “Safety and Environment Obligations”, to be included in every set of Tender documents issued to outside agencies. The same should included in Work Order Award documents.
2. Rules To Be Observed, (while inside BHEL premises) :
 - i) BHEL is a no-smoking zone. This rule shall be observed by all workmen at all times while inside BHEL.
 - ii) Workers shall not indulge in gambling or consumption of liquor while inside BHEL.
 - iii) No workmen shall enter BHEL in inebriated condition.
 - iv) Contractor shall not post any worker at a workplace without instructing him of all Safety requirements, Technical requirements and all rules of proper conduct in line with Factories Act and BHEL Rules and regulations.
3. SAFETY :
 - i) No workman shall be below the age of 18 years on the date of starting work in BHEL. Neither shall any contract worker be above 60 years of age during the entire period of contract.
 - ii) For any skilled / semi-skilled work, notarized copies of trade certificate such as ITI pass, Diploma, or degree shall be furnished.
 - iii) Electricians shall furnish their valid license from Chief Electrical Inspector, State Government. Or Equivalent Certificate of experience as per IEE Rules.
 - iv) For Crane operators, a minimum skill certificate of ITI pass shall be required. Experience certificate stating specific skill in crane operation such as EOT crane, mobile crane etc as may be relevant, names of enterprises where cranes have been operated in the past , period (from and to date) shall be furnished at the time of quoting for the tender.
 - v) Contractor shall submit proof of crane operator having undergone training for operating the crane. Or that he is sufficiently/adequately skilled and/or experienced in operation of the said crane. This has to be in accordance of Factories Act Rule 62(3) which states “No person under 18 years of age and no person who is not sufficiently competent AND reliable shall be employed as driver (**meaning : operator**) of a lifting machine (**meaning : crane**) whether driven by mechanical power (**meaning Fork lift truck, mobile crane**) or otherwise (**meaning : JIB crane, Mono-rail/Goliath/semi-goliath crane, EOT Crane, Hoist, Lift**) , or to give signals to driver (**meaning : slinger**)

“ PINKING/SHIPPING OF TRANSFORMERS ”**Annexure 'L'**Page 2 of 4

- vii) List of all Personal Protective Equipment which shall be provided by Contractor must be furnished at the time of quoting for tender. In the event where, after award of work order, it is found that Contractor's workmen are working without the required PPEs, BHEL reserves the right to terminate the contract OR to provide the PPEs at the cost of Contractor. The expenses so incurred shall be deducted from the running/final bills of the contractor.
- viii) At the time of starting work, the contractor shall submit all PPEs through entries in BHEL Material Gate for such items as Helmets, Safety Shoes, Face Shield, Respirators, Safety Belts, Dungarees, Welding shields etc as relevant and mandatory for adequate safety of personnel. For other consumable nature of PPEs also, such as masks, ear-buds, muffs gloves, inspection at workplace by BHEL personnel shall confirm whether workmen are provided the PPEs and are using the same.
- ix) For items which are relevant with safe performance at workplace, on first day of commencement of work, the contractor shall get the signed endorsement from HOD concerned of the department where work is to be started, that workmen have been issued the relevant PPEs by contractor and that the same are being used.
- x) The Signed endorsement of this sheet shall be kept in record at the division at the time of commencement of work.
- xi) Failing to furnish this endorsed copy will result in objection for processing the running / final bill, whichever is put up first, for clearing.

4. ENVIRONMENT:

- i) For any Chemicals , Paints or oils etc that the contractor may be required to be bring inside factory, the empty drums, containers etc shall be taken out through material gate under intimation to HOD concerned of the department where work is carried out. OR will be deposited at Scrap Management through concerned department, against credit note.
- ii) No oil, effluent or chemical etc shall be drained in the drains or water pools inside factory.

5. HEALTH

- i) Medical certificate of fitness, of current date, from local Registered doctor (MBBS) in respect of all workmen shall be furnished by contractor before starting work in BHEL .
- ii) For crane operators Medical certificate of fitness with special fitness of eye-sight & color-vision from Registered doctor (ophthalmology MBBS) shall be furnished before start of work; and fresh medical certificate shall be thereafter produced every 12 months. For an operator of 45 years and above, the same shall be furnished every 6 months of his working inside BHEL from Registered doctor(MBBS Ophthalmology).

“ PINKING/SHIPPING OF TRANSFORMERS ”**Annexure 'L'**4
Page 3 of 4

- iii) If and when directed by BHEL, all hired/on-contract crane operators shall be got verified by the contractor from Safety Department before deployment at any shop floor, and from time to time as required in accordance with directive of BHEL.
- iv) For such workmen as will be employed in Canteens, the contractor shall furnish Medical Certificate of fitness from Registered doctor (MBBS) stating fitness in addition to general aspects, free from any skin diseases, infectious diseases or diseases like TB, Asthma, Leprosy etc.
- v) As a general rule, no person above age 60 years shall be employed for contract work. However, if a specific skill set necessitates employing of a person above 60 years of age, the contractor shall specify this condition at the time of quoting for a tender. And BHEL reserves the right to allow / permit such a person to work inside BHEL. The necessary condition for this shall be that the contractor shall furnish a certificate (of current date) of Physical Fitness from a registered Medical doctor mentioning the age of the person to be employed. However, this may be allowed only as an exception due to skill-requirement, and not as a general practice. The permission for such exception may be granted after due consideration by an official not lower than AGM(HOD).
- vi) For all such work requiring working at heights (more than 2 meters) such as chimneys, rooftops, columns of blocks, pallets etc, special medical certificate of fitness from MBBS doctor shall be furnished showing the person is free from such medical conditions as vertigo, epilepsy etc. Specific written permit shall be taken from the In-charge/HOD of that department not less than AGM, for such work.
- vii) The contractor shall follow the Permit system for all dangerous operations as governed under Factories act and State Rules

6. ROAD SAFETY :

- i) All vehicles brought inside the factory by contractor, shall have valid registration. The drivers, or operators as the case may be, shall have valid licenses. The vehicles shall be Road-worthy and Load-worthy as applicable.
- ii) Operation of Battery operated trucks (BOT) and Fork-lift trucks inside factory shall be done only by workmen who hold valid licenses for light commercial vehicles.
- iii) Maintaining road safety rules inside factory at all times is the prime responsibility of contractor's workmen. Any violation of the same shall be deemed a punishable offence in accordance with road safety rules. Any damage to the property of BHEL by any act of carelessness on road/mishap, shall be recoverable from the contractor.

“ PINKING/SHIPPING OF TRANSFORMERS ”

Annexure 'L'

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7. **GENERAL SAFETY ASPECTS :** All Contractor's workmen shall abide by the rules & regulations of BHEL with respect to Safety, Health and Environment while inside BHEL Bhopal factory:
- 1 BHEL's HSE policy shall be honored at all times.
 - 2 PPEs shall be used as required at the work-place
 - 3 No unsafe act shall be indulged-in, by the workmen.
 - 4 Special written permission for working at heights shall be obtained by contractor.
 - 5 Medical clearances as required for work shall be submitted before start of work.
 - 6 While working at any machine tool area/dangerous operation, BOTs, Cranes etc mobile phone usage is not allowed.
 - 7 No loose clothings like shawls, mufflers, dupatta etc should be worn near machine tools. Clothes shall be reasonably tight fitting and preclude any mishap occurrence .
 - 8 Smoking & consumption of intoxicating substances is prohibited at all times inside factory.
 - 9 No make-shift arrangements shall be made for any engineering shop-floor work .
 - 10 Compressed air shall not be used for area or personal cleaning/de-dusting.
 - 11 All stipulations of the Factories Act shall be honored and observed by contractor's workmen.
8. The following requirements are specific to the Skills, Trades and Situations as per Factories Act 1948. These have to be fulfilled by the contractor for allocating his worker(s) inside BHEL for any work awarded to him, for workers working at/on :
- (All Factories Act & UP Rules to be fulfilled by contractor for Age, Skill, Training and Instruction for any of the below mentioned equipment, Machinery ,Process)*
- 8.1 Revolving Machinery
 - 8.2 Pressure Vessels
 - 8.3 Lifting Devices
 - 8.4 Power Presses
 - 8.5 Work at heights
 - 8.6 Any confined space
 - 8.7 Electrical Equipment
 - 8.8 In the vicinity of other hazardous process/machinery

To be signed by contractor

(as proof of having read & agreed for compliance)

“ PINKING/SHIPPING OF TRANSFORMERS ”

TENDER DOCUMENT

Annexure ‘M’

TENDER ENQUIRY NO: TRM/TE/617

DATE: 27/08/2016

RULES FOR ROUNDING OFF NUMBERS

<p>CASE A: In rounding off numbers, the last figure kept should be unchanged if the first figure dropped is less than 5.</p>	<p>For example, if only one decimal is to be kept, then 6.422 becomes 6.4.</p>
<p>CASE B: In rounding off numbers, the last figure kept should be increased by 1 if the first figure dropped is greater than 5.</p>	<p>For example, if only two decimals are to be kept, then 6.4872 becomes 6.49. Similarly, 6.997 becomes 7.00.</p>
<p>CASE C: In rounding off numbers, if the first figure dropped is 5 and all the figures following the five are zero or if there are no figures after the 5, then the last figure kept should be unchanged if that last figure is even.</p>	<p>For example, if only one decimal is to be kept, then 6.6500 becomes 6.6. For example, if only two decimals are to be kept, then 7.485 becomes 7.48.</p>
<p>CASE D: In rounding off numbers, if the first figure dropped is 5 and all the figures following the five are zero or if there are no figures after the 5, then the last figure kept should be increased by 1 if that last figure is odd.</p>	<p>For example, if only two decimals are to be kept, then 6.755000 becomes 6.76. For example, if only two decimals are to be kept, 8.995 becomes 9.00.</p>
<p>CASE E: In rounding off numbers, if the first figure dropped is 5 and there are any figures following the five that are <i>not</i> zero, then the last figure kept should be increased by 1.</p>	<p>For example, if only one decimal is to be kept, then 6.6501 becomes 6.7. For example, if only two decimals are to be kept, then 7.4852007 becomes 7.49.</p>

“ PINKING/SHIPPING OF TRANSFORMERS ”**TENDER DOCUMENT****Annexure ‘N’****TENDER ENQUIRY NO: TRM/TE/617****DATE: 27/08/2016****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.