

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



Department: TRM

Contact

Phone : 0510-2412458

Mob : 9453048858

Fax : 0510-2412121

mail: dhirendra@bheljhs.co.in

web: www.bhel.com, www.bheljhs.co.in

Tender Documents

For Works Contract for

**“DRY TYPE TRANSFORMER COILS WINDING, CASTING INCLUDING
MOULD ASSEMBLY, JACKETING, DISMANTLING & DRESSING.”**

Document No: TRMTE609

Date: 23rd April 2016

Tender Documents
BHEL JHANSI
TENDER ENQUIRY NO:TRMTE609

DATE: 23/04/2016

DETAILS OF TENDER DOCUMENT

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Nature of work: DRY TYPE TRANSFORMER COILS WINDING,CASTING INCLUDING MOULD ASSEMBLY, JACKETING, DISMANTLING & DRESSING..

1. BHEL JHANSI is in the process of finalizing the Works Contract for **DRY TYPE TRANSFORMER COILS WINDING,CASTING INCLUDING MOULD ASSEMBLY, JACKETING, DISMANTLING & DRESSING..**

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) Performa for partial experience (Annexure K)
- l) Terms & condition for RA (Annexure L)
- m) Guide lines for dealing with discrepancy in words and numbers in price bid (Annexure V)

The duly filled in Technical and Price / Rate bids (Annexure I and J, separately) along with the instructions to the tenders, Contractor's Obligations, General Terms and Conditions, safety & environmental obligations with the signature of the tender on all the pages and complete in all respects super scribed as %Quotation for Tender No TRMTE609 DATED 23/04/2016+should reach us in a sealed cover on or before 27/05/2016 (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-284120

- Note:** 1) 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.**

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Tender Documents

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Annexure 'A'
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Tender Documents

NOTICE INVITING TENDER

TENDER ENQUIRY NO: TRMTE609

DATE: 23/04/2016

1. SCOPE OF WORK : DRY TYPE TRANSFORMER COILS WINDING,CASTING INCLUDING MOULD ASSEMBLY, JACKETING, DISMANTLING & DRESSING..

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 27/05/2016
6. **Date of opening of Techno Commercial Bid** : 14.00 hours on 27/05/2016.
7. **Address for receipt/issue of Tender Documents:** **Bharat Heavy Electricals Limited, Jhansi**
8. **Earnest Money Deposit** : Rs 60,000.
(EMD shall be paid in the form of Demand Draft/ Banker's Cheque in favour of BHEL, Jhansi and copy of receipt to be enclosed with Technical bid
OR
One time EMD of Rs. 2 Lakhs can also be deposited in above form and copy of receipt may be enclosed along with tender form.
1. In case of successful bidder EMD will be converted and adjusted against the security deposit on request of bidder, however conversion from EMD to Security Deposit, Stamp Duty will have to be paid as per relevant clause in this document.
2. In case of others the EMD shall be returned normally within 15 days of acceptance of award of work by the successful bidder).
9. **Cost of Tender Document** : Rs 400 + VAT (@14.5% or as applicable) = Total Rs 458

(In Words Rs Four hundred fifty eight only)

(In case the documents downloaded from website the cost may be paid by enclosing Demand Draft in favour of "BHEL, Jhansi" along with technical bid or cash may be deposited at BHEL Cash Office and receipt be enclosed with Technical Bid)
10. **Security Deposit** : 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

BHEL – JHANSI

Annexure 'B'

Tender Documents

TENDER ENQUIRY NO: TRMTE609

DATE: 23/04/2016

WORK SPECIFICATION1) Scope of work of the contractor shall be as following-

The contractor shall be responsible for specified work.

DETAILS OF WORK

SL.NO	DRY TYPE TRANSFORMER COILS WINDING,CASTING INCLUDING MOULD ASSEMBLY, JACKETING, DISMANTLING & DRESSING FOR RATING	UNIT	QUANTUM OF WORK
1	<500 KVA	NO.	14
2	500<1000 KVA	NO.	27
3	1000<2000 KVA	NO.	50
4	2000<3200 KVA	NO.	54
5	3200<5000 KVA	NO.	2
6	5000<6500 KVA	NO.	2
7	6500<15000 KVA	NO.	1
	TOTAL		150

- a) The required documents / drawings can be seen at our works.
- b) Contractor will collect all required material, drawings and information from BHEL store / shop / office. Required space, tools, tackles and facilities like material handling equipments, fixture and crane will be provided by BHEL subject to its availability 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. Maintaining 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 levied.**
- 5) **Duration of contract** . Based on the time to time performance of the contractor, if the same is under par than that required by BHEL, Then BHEL will have the right to terminate the contract after giving due information of the same to the contractor at least 2 weeks in advance.
- 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 In-charge

BHEL – JHANSI

Annexure 'C'

Tender Documents

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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 Valid Sales Tax Registration 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 as per Annexure 1
- 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 as per Annexure 2
- 6) Should have independent ESI Code number.
Blank Price Bid as per annexure 3
- 7) **Average Financial Turnover:** Average Annual financial turnover from during the last 3 years, ending 31st March 2015 should be at least Rs 7.85 Lakhs. Duly audited Financial Statement/ Balance sheet / **Certificate from CA to be submitted as a supporting document.**
- 8) If all balance sheets are not available for all three years then the average shall be calculated by dividing the sum of turnover of submitted balance sheets by three.
- 9) Experience of having successfully completed similar works (any service /works contract/work on labour basis) during the last 7 years ending 31 March 2016 should be either of the following:-
 - a. Three similar completed works each costing not less than the amount equal to Rs 10.47 Lakhs.
Or
 - b. Two similar completed works each costing not less than the amount equal to Rs 13.08 Lakhs.
Or
 - c. One similar completed work, each costing not less than the amount equal to Rs 20.94 Lakhs.

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.

Note: In 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 31 March 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.

- 10) 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.
- 11) 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 and 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

Annexure 'D'

BHEL – JHANSI

Tender Documents

TENDER ENQUIRY NO: TRMTE609

DATE: 23/04/2016

INSTRUCTIONS TO BIDDERS

(For Two Part Bid System)

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

- 1) The tender is to be submitted 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 **DRY TYPE TRANSFORMER COILS WINDING, CASTING INCLUDING MOULD ASSEMBLY, JACKETING, DISMANTLING & DRESSING. 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) **DRY TYPE TRANSFORMER COILS WINDING, CASTING INCLUDING MOULD ASSEMBLY, JACKETING, DISMANTLING & DRESSING. PRICE BID**". Any other enclosures, which the bidder wishes to submit, must be enclosed with the Technical Bid only. The price bid envelope should contain the rates only. Offers not in line with the above procedure or quoted in any other format is liable to be rejected/bypassed.
- 2) Both the technical bid and price bid sealed envelopes must be again enclosed in a single envelope duly sealed and super scribed as %ENDER FOR TENDER NO **TRMTE609** DUE DATE OF OPENING **23/04/2016**. 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.
- 3) All bidders can witness the opening of the Technical Bid. After evaluation of the Technical Bid which may involve visit to the bidders place by authorized officials, price bids of only those bidder who are technically found suitable will be opened on a subsequent date which will be informed to the concerned whose Technical bid has been accepted, in advance for witnessing the Price Bid opening.
- 4) All entries in the tender document should be in one ink. Corrections, over writing, cuttings, etc. will not be permitted. All the columns in the tender form should be filled without leaving blank in any page of the tender and all the pages must be duly signed & stamped by the bidders before submission.
- 5) Price quoted in Price Bid shall be inclusive of all taxes & duties, all statutory requirements/ liabilities like PF/ESI/Bonus/Min. wages etc. However 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. (Annexure V)
- 6) The rate quoted will be valid for the period of contract.
- 7) The contract will commence on the date as applicable against the contract and shall be valid as per the validity period of the contract. The contract can be extended further on mutual agreement on same terms, conditions and rates.
- 8) BHEL may go for Reverse Auction after Techno-Commercial evaluation instead of submitted related Price Bid. Bidder should confirm participation in Reverse Auction along with Techno-Commercial Bid.

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

Executive Incharge

Annexure 'E'**BHEL – JHANSI****Tender Documents****TENDER ENQUIRY NO:TRMTE609****DATE: 23/04/2016****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 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 "V"**

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

Executive Incharge

Annexure 'F'

Tender Documents

BHEL – JHANSI

TENDER ENQUIRY NO: TRMTE609

DATE: 23/04/2016

CONTRACTOR'S OBLIGATIONSA) CONTRACTUALTowards selection, control and supervision of employees

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

any act of omission and commission by the employees deployed by the contractor shall lie exclusively with him.

- 9) Contractor to ensure that all precautions are taken for safety of his employees and equipment.
- 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, equipment 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, equipment or material.

B) Towards statutory liability

1. As mentioned in the terms and conditions enclosed as Annexure -G of this Contract.

2. Contractor shall indemnify BHEL against all claims by statutory authorities and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
3. Contractor shall be responsible for making payment of wages preferably 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.

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.

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

Executive Incharge

BHEL – JHANSI**Annexure ‘G’****Tender Documents****TENDER ENQUIRY NO: TRMTE609****DATE: 23/04/2016****GENERAL TERMS & CONDITIONS FOR CONTRACTORS FOR DEPLOYMENT OF WORKERS 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 10 Lakhs	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 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:-
- 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 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)
 - Bank Guarantee from scheduled Banks/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 Company's 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 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.
 - The Performance Security Deposit shall not carry any interest.

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

Sl	Performance Security Deposit	Stamp Duty Applicable
1.	Pay Order, Demand Draft, Local Cheque of scheduled banks	Rs 125/- per Rs.1000
2.	Securities available from Post Offices such as NSC, Kisan Vikas Patras etc and Fixed Deposit Receipt (FDR) issued by Scheduled Banks/Public Financial Institutions	Rs 70/- per Rs.1000
3.	Bank Guarantee from scheduled Banks/Public Financial Institutions	Rs.5/- per Rs.1000 limited to Rs.10,000/-

3.0 LABOUR LICENCE AND OTHER REQUIREMENTS:-

(a) Labor 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.

(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..
- ii) The policy should cover the accidental death of workers for 24 Hrs for all the seven days of week.
- iii) The policy should be purchased from Govt. under taking company.
- iv) 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.
- v) In the event of death of any contract worker deployed by the contractor without proper insurance cover, the contractor shall be liable to pay Rs. 5 lakhs to the nominee/ legal heir of such deceased contract worker.

4.0 **APPOINTMENT AND ENTRY IN FACTORY PREMISES:**

- 4.1 The contractor shall submit the following to contracting department and CISF during appointment of workers and obtaining permission to enter into factory.
- (a) The details of the worker proposed to be deployed.
 - (b) Aadhar Card is mandatory to issue the gate pass.
 - (c) **Character Certificate:** Gate pass for entry inside the factory shall be issued in line with requirement of CISF. Character certificate should be made in line with CISF Guideline. 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 factory. Character Certificate will be valid for three years.
In special case where character certificate of above authorities are not available, Character Certificate of concerned Police Station/Reporting Police Chauki along with proof of remittance of fees for 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.
 - (d) Copy of employment card issued by contractor to his own worker. Annexure II
Note: Without Aadhar card gate pass to enter into factory will not be allowed.
- 4.2 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 or as decided by BHEL.
- 4.3 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.
- 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 works contract, the contractor shall collect these biometric cards from his workers and submit the same to Time Office Section through contracting department. In event of any contract worker leaving the service before completion of the contract, the contractor shall ensure return biometric card to BHEL Jhansi. In case of non-return of biometric card, Rs 200/- (Rupees Two hundred only) per card shall be deducted from the Security Deposit of the contractor.

5.0 **ATTENDANCE AND PAYMENT OF WAGES**

- a) Contractor should maintain attendance register by recording daily attendance duly signed by both contractor and contract worker.
- b) The contractor shall pay minimum wages as applicable of the Appropriate Government.

- c) 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.
- d) 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 preferably through bank account in respect of which the wages are payable. The payment of wages to the worker shall not be subject to payment against the bills by BHEL.
- e) 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.
- f) Contractor shall be responsible for making payment of wages preferably 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.
- g) In cases where the payment to the contractor is due only after completion of work and the payment is not made monthly then the contractor shall have to produce documents as enumerated in respect of all workers deployed by him against the contract, for each month separately, along with final bills.

6.0 Payment of Bills

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

- a) Copy of Measurement Book entries/Statement of work done by the Contractor
- b) Statement of Minimum Wages of employees deployed by him under the contract, PF/ESI no., statutory deductions etc., in the format as in Annexure IV annexed to these terms and conditions. (Form XVII of Contract Labour (R&A) Rules
- c) PF and ESI challans for previous month- separate for concerned contract. Print of online challan along with ECR/ Contribution History of contributing contract workers for PF/ESI duly certified by the contractor.
- 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 employees deployed against Work Order if applicable.
- k) Copy of Challan of previous service tax paid
- l) Proof of Personal Accident Insurance Policy along with bill

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

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

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

7.0 **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.
- 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.

7.1 **PF CONTRIBUTION :**

Employee's Contribution	Employer's Contribution
12% of Normal wages paid (Coverage Rs.15000/- on Employee's/ Employers Contribution)	PF Contribution 3.67%
	Insp/ Admn Charges 0.85% (subject to minimum Rs. 500/- per challan)
	Admn/ Insp Charges 0.5%
	Pension Fund 8.33%
	EDLI Charges 0.01% (subject to minimum Rs. 200/- per challan)
	Total 13.36%

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

8 Employees State Insurance

- 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.

8.1 ESI CONTRIBUTION:-

<u>Employees Contribution</u>	<u>Employer Contribution</u>
1.75% of gross wages	4.75% of gross wages

- 8.2 The Contractor shall submit annual returns in Form-6 prescribed under ESI Act, deployed by him with a copy to HR and finance department
- 8.3 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 contractors (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
- 8.4 Contractor shall fully abide by the provisions of various applicable labour Act/laws and all other enactments as applicable for such contracts.

9.0 Bonus

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

10.0 LEAVE WITH WAGES TO THEIR EMPLOYEES :-

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

11.0 INDEMNITY BOND/ COMPLIANCE OF LEGAL PROVISION/ INTIGRITY 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 statue 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.

12.0 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 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.

- b) The work shall be supervised by the contractor or through the authorized representatives on day to day basis.
- c) 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.
- d) 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.
- e) 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.

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

14.0 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.

15.0 CONFIDENTIALITY

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

16.0 TERMINATION

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

17.0 SUSPENSION

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

18.0 JURISDICTION

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

19.0 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).

20.0 SAFETY & ENVIRONMENTAL OBLIGATIONS:**20.1 Rules to be observed (while inside BHEL Premises):**

- a) BHEL is a no-smoking zone. This rule shall be observed by all workmen at all times while inside BHEL.
- b) Workers shall not indulge in gambling or consumption of liquor while inside BHEL.
- c) No workmen shall enter BHEL in inebriated condition.
- d) 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.

20.2 SAFETY:

- a) No workman shall be below the age of 18 year on the date of starting work in BHEL. Neither shall any contract worker be above 60 year of age during the entire period of contract.

- b) For skilled /semiskilled work, notarized copies of trade certificate such as ITI pass, Diploma, or degree shall be furnished.
- c) Electricians shall furnish their valid license form Chief Electrical Inspector, State Government or Equivalent Certificate of experience as per IEE Rules.
- d) 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.
- e) Contractor shall submit proof of crane operator have undergone training for operating the crane. Or that he is sufficiently/adequately skilled and or experienced in operation of the said crane. This had to be in accordance of Factories Act Rule 62(3) which states %No person under 18 year 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)
- f) For slingers employed by contractor, the minimum educational qualification shall be 10th pass.
- g) 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 for the running/final bills of contractor.
- h) 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, and Dungarees. Welding shields etc. as relevant and mandatory for adequate safety of personnel. For other consumable nature of PPEs also, such as mask, ear-buds, muffs gloves, inspection at workplace by BHEL personnel shall confirm whether workmen are provided the PPEs and are using the same.
- i) For items which are relevant with safe performance at workplace, on the first day of commencement of work, the contractor shall get the signed endorsement form 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.
- j) The signed endorsement of this shall be kept in record at the division at the time of commencement of work.
- k) Failing to furnish this endorsed copy will result in objection for processing the running/final bill, which is put up first, for clearing.

20.3 ENVIRONMENT:

- a) For any chemicals, paints or oils etc. that the contractor may be required to be bring inside the 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.
- b) No oil, effluent or chemical etc. shall be drained in the drains or water pools inside factory.

20.4 HEALTH

- a) 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.
- b) For crane operators Medical certificate of fitness with special fitness of eye-sight & colour-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 year and above, the same shall be furnished every 6 months of his working inside BHEL from Registered doctor (MBBS Ophthalmology).

- c) 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.
- d) 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.
- e) As a general rule, no person above the age of 60 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 conditions 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 for 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).
- f) For all such work requiring a heights (more than 2 mts) such as chimneys, rooftops, column 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 in-charge/HOD of that department not less than AGM, for such work.
- g) The contractor shall follow the permit system for all dangerous operations as governed under Factories Act and States Rules.

20.5 ROAD SAFETY:

- a) 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.
- b) Operation of Battery operated trucks (BOT) and Fork lift trucks inside the factory shall be done only by workmen who hold valid licenses for light commercial vehicles.
- c) 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.

20.6 GENERAL SAFETY ASPECTS: All Contractor's workmen shall abide by rules & regulations of BHEL with respect to safety and Health and Environment while inside BHEL, Jhansi factory:

- a) BHEL's HSE policy shall be honored at all times.
- b) PPE's shall be used as required at the work-place.
- c) No unsafe act shall be indulged-in, by the workmen.
- d) Special written permission for working at heights shall be obtained by contractor.
- e) Medical clearance as required for work shall be submitted before start of work.
- f) While working at any machine tool area/dangerous operations, BOTs cranes etc. mobile phones usage is not allowed.
- g) No loose clothing like shawls, mufflers, dupatta etc. should be worn near machine tools. Clothes shall be reasonably tight fittings and preclude any mishap occurrence.
- h) Smoking & consumption of intoxicating substances is prohibited at all times inside factory.
- i) No make-shift arrangements shall be made for any engineering shop-floor work.
- j) Compressed air shall not be used for area or personal cleaning/de-dusting.

- k) All stipulations of Factories Act shall be honored and observed by contractor's workmen.

20.7 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 at/on:

(All Factories Act & UP Rules to be fulfilled by contractor for Age, Training and Instruction for any of the below mentioned equipment, machinery, process)

- a) Revolving machinery
- b) Pressure Vessels
- c) Lifting Devices
- d) Power Presses
- e) Works at heights
- f) Any confined space
- g) Electrical equipment
- h) In the vicinity of other hazardous process/machinery

To be signed by contractor
(as proof of having read & agreed for compliance)

Signature of Contractor with Seal

Executive Incharge

P & D

गेट पास आवेदन प्रपत्र

ANNEXURE-I (II)

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

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

संविदा श्रमिक का व्यक्तिगत विवरण

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

संविदा श्रमिक का नाम..... जन्म तिथि/आयु.....
 पिता का नाम..... पहचान चिन्ह.....
 स्थाई पता..... वर्तमान पता.....

संविदा श्रमिक का
हस्ताक्षर युक्त फोटो
(ठेकेदार द्वारा सत्यापित)

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

(संविदा श्रमिक के हस्ताक्षर/दिनांक)

कारखाना प्रबन्धक/शॉप प्रभारी के हस्ताक्षर
(दिनांक एवं मोहर सहित)

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

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

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

के० औ० सु० ब० द्वारा भरने के लिए

पासों के विचाराधीन रहने तक.....से.....तक श्री.....
 नियोजक.....को कारखाने में प्रवेश हेतु अनुमति दी जाती है।
 पास संख्या.....जारी होने की तिथि से दिनांक.....तक ही वैध होगी तथा प्रत्येक माह/
 तीन के पश्चात 25 तारीख को के० औ० सु० ब० द्वारा नवीकृत किया जायेगा।

हस्ताक्षर उप कमान्डेन्ट के० औ० सु० ब० इकाई
बी० एच० ई० एल० झाँसी (उ० प्र०)

ANNEXURE-II

FORM XIV

(See Rule 76)
Employment Card

Name and address of Contractor :

Nature of work and location of work :

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

Name and address of Principal
Employer :

1. Name of the workmen :

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

3. Nature of employment/designation :

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

5. Wage period :

6. Tenure of employment :

Remarks. :

Signature of contractor.

Annexure 'H'**BHEL – JHANSI****TENDER ENQUIRY NO: TRMTE609****Tender Documents****DATE: 23/04/2016****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	DRY TYPE TRANSFORMER COILS WINDING,CASTING INCLUDING MOULD ASSEMBLY, JACKETING, DISMANTLING & DRESSING FOR RATING	UNIT	QUANTUM OF WORK
1	<500 KVA	NO.	
2	500<1000 KVA	NO.	
3	1000<2000 KVA	NO.	
4	2000<3200 KVA	NO.	
5	3200<5000 KVA	NO.	
6	5000<6500 KVA	NO.	
7	6500<15000 KVA	NO.	
	TOTAL		

- 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 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

Executive Incharge

Annexure 'I'

BHEL – JHANSI

Tender Documents

TENDER ENQUIRY NO: TRMTE609

DATE: 23/04/2016

PROFORMA FOR SUBMITTING TECHNICAL BID FOR DRY TYPE TRANSFORMER COILS WINDING, CASTING INCLUDING MOULD ASSEMBLY, JACKETING, DISMANTLING & DRESSING..**(A) Essential Documents Required**

1. Name of the firm : _____
 1. Name of the Proprietor/ Partners : _____
 2. Address and Contact Numbers : _____
 3. ESI Code Number : _____
Copy of the ESI Certificate : Enclosed / Not Enclosed
 4. PAN/TAN Number : _____
 5. Service Tax Number(PAN Based) : _____
 6. Audited financial statement/
CA Certificate as per Tender : Enclosed / Not Enclosed
 8. Experience Certificate : Enclosed / Not Enclosed
(Along with copy of work order)
 9. No. of Workers including Supervisors
on the rolls of the firm : _____
 10. Earnest Money Deposit : Rs. 60000
 - a) D.D Number & Date : _____ Date _____
 - b) Drawn on (Bank) : _____
 11. Any other relevant information : _____
-

12. Tender Cost :Rs 400 + VAT Rs 58 = Rs 458
 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
- (A) Desirable:
1. PF Code Number : _____
 Copy of the PF Certificate : Enclosed / Not Enclosed
2. Income Tax Return last 3 yrs : Enclosed / Not Enclosed
3. Acceptance of RA : Accepted / Not Accepted
4. Sales Tax Registration/ TIN Number : _____
 Copy of Certificate : Enclosed / Not Enclosed
 (To be submitted only in case where material transaction is involved)

Note : Non-Acceptance to participate in RA may result in non-consideration of your bid in case BHEL decides to do for RA.

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

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

Executive Incharge

Annexure 'J'**TENDER ENQUIRY NO: TRMTE609****DATE: 23/04/2016****PRICE BID**

a. Name of the firm : _____

Sl.No	DRY TYPE TRANSFORMER COILS WINDING,CASTING INCLUDING MOULD ASSEMBLY, JACKETING, DISMANTLING & DRESSING FOR RATING	UNIT OF MEASU- REMENT	QUANTUM OF WORK	RATE QUOTED /UNIT (RS.)	TOTAL VALUE (E=C*D) (RS)
	A	B	C	D	E
1	<500 KVA	NO.	14		
2	500<1000 KVA	NO.	27		
3	1000<2000 KVA	NO.	50		
4	2000<3200 KVA	NO.	54		
5	3200<5000 KVA	NO.	2		
6	5000<6500 KVA	NO.	2		
7	6500<15000 KVA	NO.	1		
	TOTAL		150		

- Service tax extra as applicable.

Signature of contractor

Annexure 'K'

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 31st march 15. 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)

Annexure 'L'**TENDER ENQUIRY NO: TRMTE609****DATE: 23/04/2016****Terms & Conditions of Reverse Auction**

Against this enquiry for the subject item/system with detailed scope of supply as per enquiry specifications, BHEL may resort to **REVERSE AUCTION PROCEDURE** i.e. **ON LINE BIDDING (THROUGH A SERVICE PROVIDER)**. The philosophy followed for reverse auction shall be English Reverse (NO ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit online sealed bid in the Reverse Auction. Non-submission of online sealed bid by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form (annexure IV) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at **Total Cost to BHEL** like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. In case BHEL decides not to go for Reverse Auction Procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.

12. Bidders shall be required to read the ~~Terms and Conditions~~ section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the ~~Business Rules of Reverse Auction~~ which will be communicated before the Reverse Auction.
13. If the Bidder or any of his representatives are found to be involved in Price manipulation/cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
15. In case BHEL decides to go for reverse auction, the H1 bidder (s) (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

Signature of contractor
Incharge

Signature Executive



BIHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

CENTRAL DISPATCH CELL, JHANSI - 284129

ANNEXURE-V

Sub: **GUIDELINES FOR DEALING WITH "DISCREPANCY IN WORDS & FIGURES-QUOTED IN REVERSE AUCTION"**

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

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