

Tender Documents

NATURE OF WORK : DATA PUNCHING, TYPING & MISCELLANEOUS SERVICES (FILING, CLEANING & STATIONERY HANDLING) TO BE CARRIED OUT BY THE CONTRACTOR ON JOB CONTRACT BASIS AT LOCOMOTIVE ENGINEERING DEPARTMENT OF BHEL, JHANSI

1. BHEL JHANSI is in the process of finalising the Job Contract for data punching and other miscellaneous services at its Engineering Department.
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 / Rate Bid (Annexure J)

The duly filled in Technical and Price / Rate bids (Annexure I and J, separately) along with the instructions to the tenderers, Contractor's Obligations, General Terms and Conditions with the signature of the tenderer on all the pages and complete in all respects superscribed as **"Quotation for Data Punching & Miscellaneous Services Contract in LME"** should reach us in a sealed cover on or before 10.11.2008 **(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
Khailar, Jhansi-284 129

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

CONTENTS

Sl. No.	Description	ANNEXURE NO	Page No.
01.	Notice Inviting Tender	A	3
02.	Work Specifications	B	5
03.	Qualifying Requirements	C	6
04.	Instructions to Tenderers	D	7
05.	Tender Evaluation Criteria	E	9
06.	Contractors obligations	F	10
07.	Other General Terms & Conditions	G	12
09.	Criteria for measurement of work	H	28
10.	Technical Bid	I	29
11.	Price/Rate Bid	J	31

BHEL – JHANSI

Tender DocumentsNOTICE INVITING TENDER

1. **SCOPE OF WORK** : DATA PUNCHING, TYPING & MISCELLANEOUS SERVICES (FILING, CLEANING & STATIONERY HANDLING) TO BE CARRIED OUT BY THE CONTRACTOR ON JOB CONTRACT BASIS AT LOCOMOTIVE ENGINEERING DEPARTMENT OF BHEL, JHANSI.
2. Tender Evaluation Criteria : As per Annexure –E
3. Duration of the Contract : **One year** from the date of the award of the contract.
4. Last date of receipt of the Tender : 13:15 hours on 11.11.2008
5. Date of opening of Techno Commercial Bid : 14.00 hours on 11.11.2008
6. Address for receipt/issue of Tender Documents : Additional General Manager (LME)
Bharat Heavy Electricals Limited
Khailar, Jhansi-284 129
7. Earnest Money Deposit : Rs.20,000/- (Rs Twenty thousand only)
Payable in the form of Demand Draft / Banker's Cheque favoring BHEL, Jhansi along with technical bid.
(1. In case of successful tenderer EMD shall be converted and adjusted against the security deposit.
2. In case of others the EMD shall be returned within 15 days of acceptance of award of work by the successful tenderer).
8. Cost of Tender Document : Rs. 200/- (Rs Two Hundred Only)
payable through a separate Demand Draft in favour of "BHEL, Jhansi" along with technical bid.

NOTE :

1. **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.**

2. THE CONTRACTORS MAY PHYSICALLY VISIT THE WORK PLACE BEFORE QUOTING THEIR RATES.
3. FOR RELEVANT DETAILS PLEASE VISIT OUR WEBSITE “www.bhel.com”

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

Executive Incharge

BHEL – JHANSI

Tender Documents**WORK SPECIFICATIONS**

		AREA (A)	measurement criteria / units (B)	Expected no. of units per month (D)	Expected no. of units in one year
1	TYPING				
a	miscellaneous letters		Words	7778	93336
b	GTP		Words	5556	66672
c	Test Certificates		Words	1778	21336
d	Operation Manual Data		Words	4445	53340
e	Old archive literature		Words	2222	26664
2	DATA PUNCHING & CHECKING				
a	Shipping list		*No of Records	4000	48000
b	Delinked BOM data		*No of Records	4445	53340
c	data checking		*No of Records	5556	66672
3	FILLING				
a	Filling work		no. of papers filed	889	10668
4	CLEANING				
a	Daily cleaning of Tables		no. of tables cleaned per day	556	6672
b	Daily cleaning of chairs		no. of chair cleaned per day	922	11064
c	Daily cleaning of PCs		no. of PC cleaned per day	367	4404
d	Telephones		no. of telephones cleaned per day	189	2268
e	Cleaning of Books / Manuals / Journals		no. of chair cleaned per day	1778	21336
5	STATIONERY HANDLING				
a	Handling the stationery (Intra department)		No. of pages handled/ shifted	4818	57816
b	Handling the stationery (Inter department)		No. of pages handled/ shifted	4445	53340

*One Record means fields filled in computer (in a predefined format of BOM and shipping list) corresponding to one item.

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

Executive Incharge

QUALIFYING REQUIREMENTS

1. The contractor should be a reputed agency for providing the services for the work called in tender.
2. Should have at least 3 years experience in executing similar work preferably in large organizations.
3. Labour contractors presently working in BHEL, Jhansi and deploying 20 or more labours should have labour licence from the licensing officer of Jhansi Region. For others reference clause 1.A.3. page 12.
4. Should have independent ESI Code number
5. Should have independent PF Code number
6. Should have PAN/TAN number
7. Income Tax Return for the last three years
8. Should have Service Tax number
9. Solvency Certificate from Tehsildar or Chartered Accountants for not more than 1 year old from the date of tender.
10. Self certificate that he is not blacklisted by any of the BHEL Unit and other organization where he worked.
11. Declaration that he is not guilty by a Court of Law in India for any offence involving fraud, dishonesty and moral turpitude.

I/We agree with the above

Signature of Contractor with Seal

Executive Incharge

BHEL – JHANSI

Tender Documents

INSTRUCTIONS TO TENDERERS

- Above tender is in two Bid System (Technical /Commercial Bid & Price/ Rate Bid)
- 1. The tender is to be processed in two parts viz. Technical/Commercial bid and price/rate bid. The Technical Bid Application (Annexure - I) and its enclosures (along with the Contractor's Obligations, General Terms & Conditions) must be submitted in one sealed envelope superscribed as **"TENDER FOR DATA PUNCHING, TYPING & MISCELLANEOUS SERVICES (FILLING, CLEANING & STATIONARY HANDLING) TO BE CARRIED OUT BY THE CONTRACTOR ON JOB CONTRACT BASIS AT LOCOMOTIVE ENGINEERING DEPARTMENT OF BHEL, JHANSI - TECHNICAL BID"**. The second envelope duly sealed should contain the price bid (Annexure-J) only super scribed as **"DATA PUNCHING, TYPING & MISCELLANEOUS SERVICES (FILLING, CLEANING & STATIONARY HANDLING) TO BE CARRIED OUT BY THE CONTRACTOR ON JOB CONTRACT BASIS AT LOCOMOTIVE ENGINEERING DEPARTMENT OF BHEL, JHANSI - PRICE BID"**. Any other enclosures, which the tenderer wishes to submit, must be enclosed with the Technical Bid only. The price bid envelope should contain the rates only. Offers not in line with the above procedure or quoted in any other format will be rejected/by passed.
- 2. Both the technical bid and price bid sealed envelopes must be again sent in a single envelope duly sealed and superscribed as **"Tender for Data Punching & Miscellaneous Services Contract"** 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 authorised 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.

I/We agree with the above

Signature of Contractor with Seal

Executive Incharge

TENDER EVALUATION CRITERIA

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

1. The bidders meeting qualifying requirements as given in Annexure 'C' shall be evaluated for technical suitability.
2. BHEL officials may visit the tenderer's office & their client's place to evaluate the capability and assess the performance.
3. Capability of the Contractor will be assessed on the basis of employees including supervisors on their rolls, machinery, equipments in its possession, previous track record, experience in other organizations, etc.
4. Successful technically qualified tenderers after the above process only will be invited for opening of the rate / price bid.
5. The contractor shall be awarded the work on over all L-1 basis.

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

Executive Incharge

CONTRACTOR'S 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.
- 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.**
- d) Contractor to **maintain appropriate records of his employees** deployed to carry out the job(s).
- e) Contractor should **issue appropriate appointment letters** to his employees.
- 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 **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.
- h) The contractor has to provide badges bearing logo of his establishment, which shall be affixed by the contract labour on the left side of his pocket.
- i) Contractor to ensure that **all precautions are taken for safety** of his employees and equipments.
- J) 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.**

B) Towards supply of tools, tackles and materials

- a) Contractor shall provide to ***his employees all tools, tackles and equipments*** and maintain the same to carry out the job under the contract at his cost and if necessary contractor may ***take insurance policy of his men, material, equipments and tools and tackles.***
- b) Contractor shall ***provide safety appliances and maintain the same*** at his own cost which may be required under the statute or otherwise.
- c) Contractor ***shall provide material at his cost*** as mentioned in the contract to his employees for carrying out the job.

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 loses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
- c) In case a contractor employs women as employee he will discharge his obligation under law in respect of such women workers such prohibition of engaging them during night-hours, prohibition of employing them for more than 9 hours per day, provision of crèche facility, grant of maternity leave as per rules etc.
- d) Contractor shall be responsible for making payment of wages before expiry of 10 days from the last day of wage period and to ensure disbursement of wages in the presence of the authorities representative of contract operating division who shall record under his signature at the end of entries in the Register of wages.
- e) Contractor to obtain license under CL(R&A) Act, 1970.

D) Towards Finance

Contractor to arrange his own finance for carrying out the job including supply of tools, tackles and equipments to his employees, materials, payment of wages to his employees etc. ***Rates quoted shall be net and inclusive of all the capital cost***, material cost, taxes and levies which might be applicable to this type of job exclusive service tax.

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

Executive Incharge

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

Service contracts shall only be awarded for the works on the following terms and conditions.

1.0 LABOUR LICENCE AND OTHER REQUIREMENTS:-

- 1.0 Labour licence and other requirements in case of contractors working in BHEL, Jhansi and deploying 20 or more labours.
- 1.1 Contractor should possess valid labour licence for the maximum number of contract labours deployed on any day from the competent authority for carrying out the various activities mentioned in the contract document.
- 1.2 No. of labours mentioned in estimate/ price bid should ordinarily not exceed. However, in view of exigencies/increased activities, the nos. to be deployed can vary but in no case estimated value will be changed. If enhancement of value is also required then prior approval Unit Head must be obtained by giving reason for the same
- 1.3 The contractor shall deploy such number labours in the premises of BHEL, Jhansi, as required for completion of the contract. The labours such deployed shall be his own labours.
- 1.4 In case the number of labour deployed by the contractor in premises of BHEL Jhansi exceeds the number of labour allowed in the licence then the contractor shall immediately inform the HR and concerned department. The contractor shall also apply to the licencing officer in the region for amendment in the licence within 7 days of exceeding the number of labours mentioned in the licence.
- 1.A Labour licence and other requirement in case of contractors NOT working in BHEL, Jhansi or has less than 20 workers on his rolls.
 - 1.A.1. The contractor should have worked in large/medium sized organization for at least three years.

- 1.A.2. The contractor should possess valid labour licence issued by licensing authority outside Jhansi or within the Jhansi region as the case may be has deployed 20 or more workers in any organization.
- 1.A.3. After being eligible to apply as per para 1.A.2 if the contractor is awarded the contract then he should apply for Form-V from the BHEL to obtain Labour Licence from Dy.Labour Commissioner, Jhansi and submit the same within one month from the date of award of contract. Till then award will be treated as **PROVISIONAL**.
- 1.5 The contractor shall also have to submit copy of PAN card and latest IT return.
- 1.6 The contractor must possess Service Tax Registration number under relevant code head.
- 1.7 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.
- 1.8 **Stamp Duty** : Contractor should deposit stamp duty on security deposit as per Stamp Duty Act
- 1.9 Should have local Sale Tax Registration No. (TIN No.). This is required only in case where material transaction is involved.

2.0 APPOINTMENT AND ENTRY IN FACTORY PREMISES :

- 2.1 The contractor shall deploy his own labours for carrying out the works contract awarded to him. At the time of appointment the contractor shall issue appointment letter alongwith terms and conditions of employment to his own labours.
- 2.2 The labours deployed in the manner as in 2.1 shall be allowed to enter the premises of the factory only if the terms and conditions of employment is acceptable to them.
- 2.3 The contractor shall submit the following to HR, contracting department and CISF
 - (a) The details of the labour proposed to be deployed in **annexure I**.
 - (b) Character certificate issued by District Magistrate's Office or Proof of remittance of fees for character certificate at District Magistrate's Office.
 - (c) Copy of employment card issued by contractor to his own labour.
- 2.4 After submission of documents as in para 2.3, 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.

- 2.5 The photo identity card shall have to be revalidated every month on 25th 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.
- 2.6 The contractor, besides the photo identity card shall also issue employment card to his own labours, at his own cost within a period of three days from beginning of employment in the format prescribed under Rule 76 of UP Contract Labour Rules. A copy of this format is annexed as **annexure II**, to these terms and conditions. A copy of this format shall have to be submitted by the contractor to the contracting department, HR department and CISF, as mentioned in para 2.3.
- 2.7 The contractor shall maintain a register of persons employed by him in the format prescribed under Rule 75 of UP Contract Labour Rules, 1975. A copy of this format is annexed as **annexure III**.

3.0 BILLS PAYMENT , ATTENDANCE AND PAYMENT OF WAGES

- 3.1 The contractor shall compile attendance everyday in respect of the labours deployed by him under the Service/job contract.
- 3.2 The contractor shall maintain an attendance card in respect of every labour deployed by him.
- 3.3 The contractor shall generate a daily statement in the prescribed format, as in **annexure IV**, annexed to these terms and conditions of deployment. This statement shall be prepared by the contractor in three copies. One copy shall be forwarded to the department and another copy shall be forwarded to HR department. The third copy shall be retained by the contractor.
- 3.4 The contractor shall submit bills to the contracting department on 2nd of each month.
- 3.5 The contractors bills should be accompanied with
 - a) Copy of Measurement Book entries/Statement of work done by the Contractor
 - b) Statement of Minimum Wages of labours deployed him under the Service contract, PF/ESI no., statutory deductions etc., in the format as in Annexure V annexed to these terms and conditions.
 - c) PF and ESI challans for previous month- separate for concerned Service contract

- d) Wage payment sheet for the previous month
 - e) Copy of Form-5 and Form-10 (PF monthly returns) submitted by contractor to RPFC for billing month.
 - f) Copy of Form 12A-regarding PF remittance
 - g) List of CL covered under accident insurance policy
 - h) Statement of material supplied by the contractor
 - i) Copy of Labour Licence
 - j) Challan of service tax payment (separate in respect of each service contract).
- 3.6 The executing department shall pass the bills of the contractor, on 3rd day of each month, after checking the documents as in para 3.5, above and forward them to HR department alongwith its statement as in **Annexure VI**, annexed to these terms and conditions. In case any discrepancy/non-compliance is detected then the contractor has to clarify the query within two days of intimation such discrepancy. In such cases bills shall be passed by the contracting department, within two days of receiving such clarification.
- 3.7 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 previous month, Annexure V 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, on account of stamp duty charges and security deposit amount, make payment as per Contract.
- 3.8 Finance department shall, on satisfactory compliance, and after deduction on account of Security deposit amount and TDS shall make consolidated payment on 10th of each month.
- 3.9 The contractor shall issue pay slips to his labours, deployed for undertaking activities under the Service contract, on 7th/8th of each month.
- 3.10 The contractor shall make payment to the his own labours/contract workers on 10th of each month. The payment of wages to the labours shall **not** be subject to payment against the bills.
- 3.11 The contractor shall remit the cheques favouring 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.
- 3.12 The contractor shall make payment of wages to his labours 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.

- 3.13 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 3.5 above, in respect of all labours deployed by him against the contract, for each month, separately, alongwith final bill(s). Para 3.7 shall not be applicable in such cases. The contractor shall be paid through cheque in his/firm's favour.

4.0 Provident Fund

- 4.1 The Contractor should allot PF account number and get the nomination form, duly filled in, from each labour deployed by him at the time of joining.
- 4.2 In case the labour 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.
- 4.3 After termination of contract the contractor shall provide due assistance to the labour for withdrawal of PF/pension amount, when due.
- 4.4 The Contractor shall liaison with the PF officials to get the annual PF slips and distribute amongst his own labours.
- 4.5 PF CONTRIBUTION :

<u>Employee's Contribution</u>	<u>Employer's Contribution</u>	
12% of Normal waged paid	PF Contribution	3.67%
	Insp/Admn Charages	1.10%
	Admn/Insp Charges	0.01%
	Pension Fund	8.33%
	EDLI Charges	0.5%

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

5.0 Employees State Insurance

- 5.1 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.
- 5.2 At the time of joining the contractor shall get the self/family registration form filled by the labour and submit to the local ESI office.
- 5.3 The contractor shall collect the identity card issued after submission of registration form, from ESI office and handover the card to the concerned labour.

5.4 ESI CONTRIBUTION :-

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

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

6.0 Bonus

The contractor shall be liable to pay statutory bonus under Payment of Bonus Act, 1965. However, BHEL shall be liable to pay to the contractor only an amount equivalent to the minimum statutory rate existing for the period under consideration. This reimbursement shall be made extra by BHEL only after production of sufficient/satisfactory proof of payment of bonus.

7.0 Discipline

- 7.1 The Contractor shall be responsible for the discipline of his own labours deployed under the works 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.
- 7.2 The contractor shall not employ any person who has not completed his 18 years of age.
- 7.3 The contractor shall not employ any person who has attained 55 years of age.
- 7.4 The contractor, on advise 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 employed by the contractor without prior permission.

8.0 LEAVE WITH WAGES TO CONTRACT LABOUR:-

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

9.0 INDEMINITY BOND/COMPLIANCE OF LEGAL PROVISION

- 9.1 The contractor shall at all times indemnify the company/corporation against all claims, damages or compensation under the provision of

Factories Act, 1948. Contract Labour (R&A) Act-1970, payment of wages Act-1936 Minimum Wages Act- 1948, Payment of Bonus Act-1965, Employees Provident Fund and Misc, Act-1952, Employees State Insurance Act-1948, Employer's Liability Act-1938, Workman's Compensation Act-1923, Industrial Dispute Act – 1947, Maternity Benefit Act- 1961, Inter State Migrant Workmen Act-1979, Payment of Gratuity Act-1992 or any modification thereof or any other law relating thereto and rules made there under from time to time or as consequence of any accident of injury to any workman or other persons in or about the work whether in the employment of contract or not save the except whether such accident or injury has resulted from any Act of the Company/ Corporation, its agents, or servants, and also against all costs/ charges and expenses of any suit, action or proceeding paid to compromise or settle any such claims.

10.0 OTHER GENERAL TERMS AND CONDITIONS :-

- 10.1 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.
- 10.2 The work shall be supervised by the contractor or through the authorized representatives on day to day basis.
- 10.3 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.
- 10.4 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.
- 10.5 The Contractor shall get the character antecedent of his own labour verified from District Magistrate's office and intimate the same to the management.

- 10.6 The contractor shall deposit an amount of Rs..... as security deposit in the manner as prescribed under Clause 8.2 of Works Policy of BHEL. This security deposit shall be liable to be returned to contractor after termination of contract and fulfillment of contract and statutory obligations.
- 10.7 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 from HR department.
 - d. No-dues certificate regarding service tax payment, and any other dues liable to be remitted by contractor under financial laws, to Finance department
- 10.8 The contractor shall provide required safety equipments to the labours engaged by him.
- 10.9 Notwithstanding anything contained in this Agreement, the contract may be terminated by BHEL without assigning any reason thereof by giving a notice of 15 days to the contractor.
- 10.10 The contract will commence on ----- (date) and will remain valid for a period of one and half year(s) i.e. till -----(date). The parties reserve the right to extend the contract on mutually agreed terms and conditions.
- 11.0 CONTRACTOR'S COMMISSION :-
- If there is any change in Minimum Wages, Statutory contribution/Taxes/Duties (i.e. PF/EDLI, ESI, etc.) the same will be borne by the contractor and there will not be any change in the %age of contractor commission quoted.
- 12.0 SETTLEMENT OF DISPUTE/JURISDICTION/ARBITRATION ETC. :-
- 12.1 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.

Accept/Reject any or all tender fully or partly without assigning any reason thereof.

Contractor should not have been blacklisted and/or suspended from business by any BHEL Unit/region continuously for one year or more. The contractor whose suspension from business or delisting from contractor's list has been removed/withdrawn by the concerned BHEL Unit on or earlier to tender due date, shall become eligible to qualify for this tender. Blacklisted contractor may become eligible only after expiry of blacklisting period on tender due date if blacklisting is not permanent. Tenderer has to give self-declaration or certificate from BHEL sister units in this regard. Any declaration/certificate found/detected to be false at a later date shall lead to cancellation of the contract forthwith apart from other penal action that BHEL may impose.

The tenderer should not have been held guilty by a Court of Law in India for any offence involving fraud, dishonesty and moral turpitude. Declaration to that effect must be submitted alongwith the offer.

12.2 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 authorised personnel's strictly on a need know basis, without the prior written permission of BHEL.

12.3 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.

12.4 TERMINATION OF CONTRACT

BHEL reserve the right to terminate the contract at any time during the validity period on account of non fulfillment of contract condition, adverse feedback regarding quality of services rendered, indulgence in unethical practices or questionable integrity.

12.5 JURISDICTION

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

12.6 ARBITRATION :-

Any dispute(s) or difference (s) arising out of or in connection with the contract shall, to the extent possible in the first instance be resolved amicably between the contractor and BHEL.

In case a dispute is not resolved, the same shall be referred for conciliation by an officer of BHEL. In case, it still remains unresolved, the dispute will be referred for arbitration by an officer of BHEL. (In case arbitration by an officer of BHEL's is not acceptable, the same could be entrusted to any mutually agreeable common functionary or an independent person). The arbitrator will give his award within a shortest period. The award of the arbitrator shall be final, conclusive and binding on both parties.

The arbitration proceeds shall be conducted in accordance with "Indian Arbitration and Conciliation Act 1996 or any statutory modification thereof language of the arbitration proceedings shall be in English. The venue of Arbitration shall be Jhansi, India.

The court of Jhansi shall have exclusive jurisdiction.

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

कर्मचारी का नाम..... जन्म तिथि/आयु.....

पिता का नाम..... पहचान चिन्ह.....

स्थायी पता..... वर्तमान पता.....

शैक्षिक योग्यता.....

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

(संविदा श्रमिक के हस्ताक्षर/चिह्न)

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 ओ० सु० ब० द्वारा भरने के लिए**

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

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

पास संख्या.....जारी होने की तिथि से दिनांक.....तक ही वैध होगी तथा प्रत्येक माह/

तीन 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)

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.

FORM XIII

[See Rule 75]

Register of workmen employed by contractor

Name and address of contractor :

Name and location of work :

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

Name and address of Principal Employer :

Sl. No.	Name and surname of workman	Age and Sex	Father's/ Husband's name	Nature of employment/ designation	Permanent home address of workman (village and tehsil) and taluk and district	Local address	Date of commencement of employment	Signature or thumb impression of workman	Date of termination of employment	Reasons for termination	Remarks
1	2	3	4	5	6	7	8	9	10	11	12

Certificate of deployment

This is to certify that on this ____ day
of _____, 2005, I have deployed the
_____ unskilled, _____ semi-skilled and
_____ skilled labours in your department for
works undertaken against contract
no. _____ awarded to
M/s _____.

Contractor

Original to
Concerned HOD

CC
HR department
CISF

STATEMENT OF THE CONTRACTOR FOR THE MONTH OF _____, 2003

WORK ORDER NO. _____
 CONTRACTING DEPARTMENT _____
 CONTRACTOR _____

SL.NO.	NAME OF LABOUR	CAT.	NORMAL DAYS	OT DAYS	GROSS WAGE	EMPLOYEE'S CONT. DEDUCTION		OTHER DEDUCTION	TOTAL RECOVERY	NET PAYABLE	EMPLOYER'S CONT.	
						PF 12%	ESI 1.75%				PF 13.61%	ESI 4.75%
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
14												
15												
16												
17												
18												
19												
20												
21												
22												
23												
24												
25												
26												
27												
28												
29												
30												
TOTAL												

(SIGNATURE OF THE CONTRACTOR)

SUMMARY SHEET FOR THE MONTH OF _____, 200---
(TO BE FILLED BY THE CONTRACTING DEPARTMENT)

01	SERVICE CONTRACT NO :		DATE :
02	PERIOD OF CONTRACT: FROM		TO
03	NAME OF THE CONTRACTOR: M/s.		
04	NO.OF CONTRACT LABOUR DEPLOYED DURING THE MONTH	<u>CATEGORY</u> USW SSW SW	<u>NUMBER</u>
05	TOTAL PAYMENT AGAINST WAGES PAYABLE TO	<u>CATEGORY</u> USW SSW SW	<u>AMOUNT (RS)</u> <u>GROSS NET</u>
		TOTAL (RS)	
06	PF/EPF/EDLI CONTRIBUTION DUE	a. EMPLOYER @ 13.61 % = b. EMPLOYEE @ 12.00% = c. TOTAL (Rs.) = (a +b)	
07.	ESI CONTRIBUTION DUE	a. EMPLOYER @ 4.75 % = b. EMPLOYEE @ 1.75% = c. TOTAL (Rs.) = (a + b)	
08.	AMOUNT PAYABLE TO CONTRACTOR (5+6(a)+7(a))	Rs. =	

(COUNTERSIGNED BY HOD)

(SIG. & SEAL OF SHOP INCHARGE)

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

Executive Incharge

MEASUREMENT OF WORK AND PAYMENTS THEREOF.

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

SL.NO.	JOB/ACTIVITY	UNIT OF MEASUREMENT	QUANTITY
(A)	(B)	(C)	(D)

- 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) Logbook to be maintained for the work carried out daily / weekly / monthly to be certified by the contractor's representative and BHEL official, nominated for the same.

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

Signature Of Officials Of Executing Department

BHEL – JHANSI

Tender Documents

Ref: Your Enquiry No. _____ dated _____

PROFORMA FOR SUBMITTING TECHNICAL BID FOR DATA PUNCHING & MISCELLANEOUS WORKS CONTRACT

1. Name of the firm :
2. Name of the Proprietor :
3. Address and Contact Numbers :
4. Registration Number :
Copy of the Certificate : Enclosed / Not Enclosed
5. Labour Licence Number :
Copy of the Licence : Enclosed / Not Enclosed
6. PF Code Number :
Copy of the Certificate : Enclosed / Not Enclosed
7. ESI Code Number :
Copy of the Certificate : Enclosed / Not Enclosed
8. PAN/TAN Number :
9. Income Tax Returns for last 3 years : Enclosed / Not Enclosed
10. Service Tax Number
11. VAT/TIN Number : Enclosed / Not Enclosed
(To be submitted only in case where material transaction is involved)

Contd...(2)

:: 2 :

- | | | | |
|-----|---|---|------------------------|
| 12. | Solvency Certificate | : | Enclosed/Not Enclosed |
| 13. | No.of Workers including Supervisors
on the rolls of the firm | : | |
| 14. | Earnest Money Deposit | : | Rs. 20,000/- |
| | a) D.D. Number & Date | : | ----- |
| | b) Drawn on (Bank) | : | ----- |
| 15. | Any other relevant information | : | |
| 16. | Tender Cost | : | Rs. ----- |
| | D.D.No. | : | ----- |
| 17. | Experience certificate | | Enclosed/ Not enclosed |
| 18. | Self cert. as per sr no 10 of page-6 | | Enclosed/ Not enclosed |
| 18. | Declaration as per sr no 11 of page-6 | | Enclosed/ Not enclosed |
| 19. | Blank price bid format | | Enclosed/ Not enclosed |

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 SINGAL ENVELOPE THEN THE "BIDS" ARE LIABLE TO BE REJECTED.

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

Executive Incharge

BHARAT HEAVY ELECTRICALS LIMITED : JHANSI

YOUR ENQUIRY NO. _____ DATED: _____

PRICE BID

- a. Name of the firm :
 b. Name of the proprietor/partners :
 c. Address and contact nos :
 d. Price offer on work measurement basis :

SL. NO	JOB/ACTIVITY	UNIT OF MEASURE-MENT	QUANTITY (Per Month)	EXPECTED NO. OF UNITS FOR ENTIRE CONTRACT PERIOD	RATE QUOTED PER UNIT	TOTAL VALUE (G= E X F)
(A)	(B)	(C)	(D)	(E)	(F)	(G)
1	TYPING					
A	miscellaneous letters	Words	7778	93336		
B	GTP	Words	5556	66672		
C	Test Certificates	Words	1778	21336		
D	Operation Manual Data	Words	4445	53340		
E	Old archive literature	Words	2222	26664		
2	DATA PUNCHING & CHECKING					
A	Shipping list	No of Records	4000	48000		
B	Delinked BOM data	No of Records	4445	53340		
C	data checking	No of Records	5556	66672		
3	FILLING					
A	Filling work	no. of papers filed	889	10668		
4	CLEANING					
A	Daily cleaning of Tables	no. of tables cleaned per day	556	6672		
B	Daily cleaning of chairs	no. of chair cleaned per day	922	11064		
C	Daily cleaning of PCs	no. of PC cleaned per day	367	4404		
D	Telephones	no. of telephones cleaned per day	189	2268		
E	Cleaning of Books / Manuals / Journals	no. of chair cleaned per day	1778	21336		
5	STATIONERY HANDLING					
A	Handling the stationery (Intra department)	No. of pages handled/ shifted	4818	57816		
B	Handling the stationery (Inter department)	No. of pages handled/ shifted	4445	53340		
	TOTAL					

BASIS OF OFFER

	Unit	USW	SSW	SW
1 Category wise No.of Contract Labours	(Rs.)	0	7	0
2 Category wise Min.wages per day/Labour	(Rs.)	--	163/-	--
3 Category wise No.of days expected for fulfillment of contract	(Days)	0	300	0
4 Category wise total of normal wage (Sl.No. 1X2X3)	(Rs.)	0 (a)	Rs.342300/- (b)	0 (c)
5 Total Minimum Wages(a+b+c)	(Rs.)	342300/-		
6 O.T. @ 10% of Minimum Wages	(Rs.)	34230/-		
7 Contingency @ 6% of Sl.No.5 due to revision of DA Rates and increase in minimum wages accordingly.	(Rs.)	20538/-		
8 Contingency on OT @ 6% of Sl.No.6 due to revision of DA Rates and increase in minimum wages accordingly.	(Rs.)	2053.8/-		
9 Total contingency (sl.no.7+8)	(Rs.)	22591.8/-		
10 PF/EDLI/Pension Employer's contribution @ 13.61% (Calculated on amount of sl.no. 5&7)	(Rs.)	49382/-		
11 ESI Employer's Contribution @ 4.75% (Calculated on amount of sl.no. 5,6&9)	(Rs.)	18958/-		
12 Grand Total (Sl.no.5+6+9+10+11)	(Rs.)	467462/-		
13 Contractors Commission for fulfillment of work described above and to meet incidental charges including Supervision, financing cost, stamp duty charges, safety equipment for labours, wages for leave period as per UP Factories Rules etc		= ____% of sl.no.12 = Rs. _____		
14 Total Value of the Contract payable to the bidder/price offer (excluding Service Tax and Statutory bonus amount)		= Amount at sl.no.12+sl.no.13 = Rs. _____		

REMARKS:

- i) Service tax shall be payable extra over and above the value of the offer price quoted above at sl.no.14 at the rates applicable (presently 12.36%)
- ii) Payment of statutory bonus @8.33% (At present Max. Rs. 3500/- per labour per year) will be reimbursed by BHEL as per clause no. 6.0 of General Terms & Conditions at Annexure 'G'.

Signature of the Contractor

NOTE/CONDITIONS FOR PRICE BID

- 1. TECHNICAL BID AND PRICE BID SHOULD BE SUBMITTED IN SEPARATE SEALED ENVELOPES. IN CASE THE BIDS ARE FOUND IN ONE SINGLE ENVELOPE THEN THE SAME ARE LIABLE TO BE REJECTED.**
- 2. ALL THE BLANK SPACES IN PRICE BID AT SL.NO. d & SL.NO.14 OF THE PRICE BID FORMAT SHOULD BE FILLED BY THE CONTRACTOR. IF ANY FIXED FIGURE IN THE PRICE BID FORMAT IS CHANGED THEN THE BID SHALL BE SUMMARRIRILY BY-PASSED.**
- 3. THE FIGURE AT SL.NO. d at Ann- J SHOULD MATCH/TALLY WITH FIGURE AT SL.NO. 14. IF THESE TWO VALUES ARE DIFFERENT THEN THE OFFER SHALL BE BY-PASSED.**
- 4. TOTAL CONTINGENCY OF 6% INDICATED AT SL.NO.9 ABOVE IS NOTIONAL. PAYMENT WILL BE MADE ON ACTUAL BASIS DEPENDING UPON MINIMUM WAGES DECLARED BY THE GOVT. OF UP FROM TIME TO TIME.**
- 5. IF ANY OTHER ADDITION IS MADE OR ANY CONDITION IS ADDED BY THE BIDDER IN THE PRICE BID FORMAT THEN THE OFFER SHALL BE BY-PASSED.**
- 6. CONTRACTOR HAS TO COMPLY WITH PAYMENT OF MINIMUM WAGES AND OTHER STATUTORY LEVIES AS PER PROVISION OF THE RESPECTIVE ACTS.**

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

Date :

Name & Signature with Office Seal

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

Officials Of Executing Department