

TENDER ENQUIRY NO: CPR/30201/11-12/

DATE: 24/11/2011

DETAILS OF TENDER DOCUMENT

5	8	8	T	E	01	0	1			R	0	0
Three Digit Department Code eg FBM,TRM			Two Digit For Tender Enquiry TE		Year Code i.e. For 2010-11 Code will be 0 (Last Digit of Starting Year)	Two Digit For Tender No. To be Allotted contracting action		Three digit .O. number to be issued by CLC on the basis of approval		Tree Digit Revision no in work order One R & Two digit for revision no i.e. 01		

Nature of work : SERVICE CONTRACT FOR GUARDING OF BICYCLES, SCOOTERS, MOTOR-CYCLES & CARS KEPT AT THE STANDS LOCATED AT MAIN GATE & MATERIAL GATE.

1. BHEL JHANSI is in the process of finalizing the Service Contract for Guarding of bicycles, scooters, motor-cycles & cars kept at the stands located at Main Gate & Material Gate.
2. The tender document has been detailed as follows:
 - a) Notice Inviting Tender (Annexure A)
 - b) Work Specifications (Annexure B)
 - c) Qualifying Requirements (Annexure C)
 - d) Instruction to Tenderers (Annexure D)
 - e) Tender Evaluation Criteria (Annexure E)
 - f) Contractor's obligations (Annexure F)
 - g) Other General Terms and Conditions (Annexure G)
 - h) Criteria for measurement of work (Annexure H)
 - i) Technical Bid Application (Annexure I)
 - j) Price Bid (Annexure J)

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 Tender No. **CPR/30201/11-12/ DATED 24/11/2011**" should reach us in a sealed cover on or before 16/12/2011 (13.15 hours) through Registered/Speed post or the same may be dropped in the tender box available at the following address:

NOTE : 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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09	Technical Bid	I	2
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11	Basis of Offer	J(b)	1

NOTICE INVITING TENDER

TENDER ENQUIRY NO: CPR/30201/11-12/

DATE: 24/11/2011

1. SCOPE OF WORK SERVICE CONTRACT FOR GUARDING OF BICYCLES, SCOOTERS, MOTOR-CYCLES & CARS KEPT AT THE STANDS LOCATED AT MAIN GATE & MATERIAL GATE.
2. Tender Evaluation Criteria : As per Annexure E
3. Duration of the Contract : One year from the date of award of the contract
4. Other specific requirements : As per Tender
5. Last date of receipt of the Tender : up to 1315 hours on 16-12-2011
6. Date of opening of Techno: Commercial Bid : 14.00 hours on 16-12-2011
7. Address for receipt/issue of Tender Documents : **C&PR Deptt., Admn. Bldg.,
Bharat Heavy Electricals Limited
Jhansi**
8. Earnest Money Deposit : Rs.20,000.00 (Rupees Twenty Thousand Only)
Payable in the form of Demand Draft/Banker's Cheque in favour of BHEL, Jhansi and copy of receipt may be enclosed alongwith tender form
or
One time EMD of Rs.2 Lacs can also be deposited in above form and copy of receipt may be enclosed alongwith tender form.
 1. In case of successful tenderer EMD will 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).



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Rs.200.00
+ 13.5% VAT= Total Rs. 227.00
(Rs. Two Hundred Twenty Seven only))
(payable through a Separate Demand Draft in favour of "BHEL, Jhansi" alongwith technical bid, in case the documents downloaded from website)

10.Security Deposit : Security deposit shall be as per our work policy Para ,8 (refer website www.bhel.com) and shall be deposited before start of work. The EMD shall be adjusted with the actual amount of security deposit shall be given in work order

NOTE :

1. THE CONTRACTORS MAY PHYSICALLY 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

WORK SPECIFICATION

DETAILS OF WORK

Sl.No	JOB/ACTIVITY	UNIT OF MEASURE- MENT (Shift)	QUANTUM OF WORK ANNUAL
1.	Stand No.1: At the Northern Side of Main Gate in all the 3 shifts on all the 7 days in a week (1 Stand, 3 Shifts, 12 Months, hence $1 \times 3 \times 12 = 36$)	Per Stand Per Shift Per month	36
2.	Stand No.2: At the Northern Side of Main Gate in all the 3 shifts on all the 7 days in a week (1 Stand, 3 Shifts, 12 Months, hence $1 \times 3 \times 12 = 36$)	Per Stand Per Shift Per month	36
3.	Stand No.3: At the Southern Side of Main Gate in 2 shifts on 6 days in a week (1 Stand, 2 Shifts, 12 Months, hence $1 \times 2 \times 12 = 24$)	Per Stand Per Shift Per month	24
4.	Stand No.4: At the Northern Side of Material Gate in 2 shifts on 6 days in a week (1 Stand, 2 Shifts, 12 Months, hence $1 \times 2 \times 12 = 24$)	Per Stand Per Shift Per month.	24
5.	Stand No.5: At the Southern Side of Material Gate in 2 shifts on 6 days in a week (1 Stand, 2 Shifts, 12 Months, hence $1 \times 2 \times 12 = 24$)	Per Stand Per Shift Per month	24

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

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 the tender.
2. Should have independent ESI Code number
3. Should have PAN/TAN number
4. Should have Service Tax number (PAN based)
5. Self certificate that he is not blacklisted/banned/delisted on the date of tender.
6. Should have VAT/TIN No. if material is supplied/consumed
7. Declaration that he is not blacklisted/under hold from BHEL Jhansi or banned by any unit/region/office of BHEL
8. Declaration that he should not be guilty by a Court of Law in India for any offence involving fraud, dishonesty and moral turpitude.
9. Documentary proof in support of above eligibility criteria along with EMD shall be submitted along with Techno Commercial Bid at Annexure I

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

Executive Incharge

INSTRUCTIONS TO TENDERERS

- Above tender is in two Bid System (Techno Commercial Bid & Price/ Rate Bid).
- 1. The tender is to be processed in two parts viz. 1) Techno Commercial bid 2) and price/rate 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 superscribed as "Tender for GAURDING OF BICYCLES, SCOOTERS, MOTOR-CYCLES & CARS KEPT AT THE STANDS LOCATED AT MAIN GATE AND MATERIAL GATE OF BHEL-JHANSI. **TECHNOCOMMERCIAL BID** . EMD/Cost of Tender Document or Documents required as per qualifying requirements must be enclosed. The second envelope duly sealed should contain the price bid (Annexure-J) only super scribed as "(Name of Work) GAURDING OF BICYCLES, SCOOTERS, MOTOR-CYCLES & CARS KEPT AT THE STANDS LOCATED AT MAIN GATE AND MATERIAL GATE 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 is liable to be rejected/bypassed.
- 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 GAURDING OF BICYCLES, SCOOTERS, MOTOR-CYCLES & CARS KEPT AT THE STANDS LOCATED AT MAIN GATE AND MATERIAL GATE OF BHEL-JHANSI AGAINST TENDER NO **CPR/30201/11-12/** DUE DATE OF OPENING ----- 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.



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document should be in one ink. Corrections, not be permitted. All the columns in the without leaving blank in any page of the tender / signed & stamped by the tenderer

before submission.

5. The price/rate should be quoted in figures as well as in words. Price quoted in Price Bid shall be inclusive of all taxes & duties, all statutory requirements/liabilities like PF/ESI/Bonus/Min. wages etc. However service Tax shall be payable extra as applicable.
6. The rate quoted will be valid for the period of contract.
7. The contract will commence on the date as applicable against the contract and shall be valid as per the validity period of the contract. The contract can be extended further on mutually agreed terms and conditions.

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

Executive Incharge



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BHEL JHANSI

Annexure E

Tender Documents

1-12/

DATE: 24/11//2011

TENDER EVALUATION CRITERIA

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

1. BHEL officials may visit the tenderer's office & their client's place to evaluate the capability and assess the performance.

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.

2. Successful techno commercial qualified tenderers after the above process only will be invited for opening of the rate/price bid.
3. The contractor shall be awarded the work on over all L-1 basis if otherwise not specified in the tender.

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

Executive Incharge

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 shall **ensure** Group Insurance Policy for his workers. **The coverage shall be of minimum Rs 3 lakhs per individual.**
- 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 subcontract 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) **Contractor to ensure that all precautions are taken for safety of his employees and equipments.**
- i) In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees from the establishment of

or decides to terminate services of his
all terminal dues required.

y his workers in appropriate number of shifts
Bid. The shift timings of BHEL Jhansi are as

1 st Shift	:	07.00 hrs. to 15.45 hrs.
2 nd Shift	:	15.45 hrs. to 00.30 hrs.
3 rd Shift	:	23.00 hrs. to 07.00 hrs.

For Stands having 3 shifts operations, 24 hrs. guarding should be ensured without any break.

- k) On Sundays & Holidays, workers are to be deployed in all the 3 shifts from 06.45 hrs. to 07.15 hrs. the next day for guarding of bicycles, scooters 06.45 hrs. to 07.15 hrs. the next day for guarding of bicycles, scooters, motor-cycles & cars kept at the Stand of Main Gate.

Guarding should be done 15 minutes before start of shift and 30 minutes after the end of 2nd shift at all the Stands.

- l) The contractor shall be fully responsible for the safety of vehicles kept at these Stands. In case of any damage/pilferage, a penalty of Rs.10,000/- (Rupees Ten Thousand only) shall be imposed on the contractor and the same shall be recovered from his bills.
- m) The duration of the contract shall be for one year. During this period, in the event of any problem being created by the contractor, the contract shall be cancelled without assigning any reason.
- n) The contractor has no right to sub-contract this contract to any other contractor and he may have to implement the token system at the Stands.
- o) The workers deployed at the Stands will have to inform about their presence on all working days at 08.15 hrs. & 15.45 hrs. on Telephone No. 2223 of C&PR Deptt. Besides this, the workers have to make their presence in the register made available by the contractor at the Stands.

duty late at the Stands, fine shall be levied

Rs.10/-

Rs.100/-

If the workers continue to come late, then the contract may be cancelled or the contractor will have to replace the workers.

- q) No unauthorized person is allowed to keep his vehicle at the Stand. In case it is found so, the contractor himself shall be responsible for the same.
- r) In the event of any worker being absent, the contractor will have to depute another worker in his place failing which a fine of Rs.100/- shall be levied. This provision is valid for a week only beyond which the management reserves the right to cancel the contract.
- s) The workers performing the duty of guards at the Stands will have to be in black uniform which consists of black shirt, black pant, black hat (cap), black shoes and must have a Laathi & a whistle with them. During the inspection, in case any guard is found without uniform, a fine of Rs.10/- may be levied for every such lapse for one guard for one shift for one day.

In case the contractor fails to provide uniforms to guards within a month from the date of start of the contract, Rs.500/- per guard would be deducted from his bill. While quoting the rates, the contractors must keep this factor in their minds.

- t) The contractor or his supervisor has to come and meet representative of C&PR Deptt. everyday and give feedback regarding functioning of the Stands. In case he fails to report continuously for 15 days, a penalty of Rs.200/- shall be imposed. Also the contractor or his supervisor must meet Head of C&PR Deptt. once in six months and give feedback regarding functioning of Stands. Failing to do so, a penalty of Rs.500/- shall be imposed.
- u) During the lunch hours, guards shall remain at the Stands and they shall take their lunch at the Stands itself so that there is no disruption in the smooth functioning of the Stands.

requirements of the guards are as under:

0 years but not more than 50 years of age.

'4"

0 Kgs.

Education : Minimum 8th Standard passed.

- w) The contractor shall instruct his guards not to consume alcohol while on duty. They will be patrolling continuously and whistle from time to time so that it is exhibited that guards are on duty.

B) Towards supply of tools, tackles and materials

- a) Contractor shall provide to **his employees all tools, tackles, material, equipments as specified in contract** and maintain the same to carry out the job under the contract at his cost and if necessary may take insurance policy of his worker, material, equipments & tools & tackles.
- b) Contractor shall provide shoe, personal protective equipment & maintain the same at his own cost which may be required.
- c) **Contractor shall ensure that his workers wear uniform, shoes and other required safety appliances, apparels/equipments inside factory.**

C) Towards statutory liability

- a) As mentioned in the terms and conditions enclosed as Annexure 'G' of this contract.
- b) Contractor shall indemnify BHEL against all claims by statutory authorities and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
- c) Contractor shall be responsible for making payment of wages before expiry of 7 days from the last day of wage period (wage period shall be from 1st day of the month to the last date of the month) and to ensure disbursement of wages in the presence of the authorities representative of contract operating division who shall record under his signature at the end of entries in the Register of wages.
- d) Contractor to obtain licence under the provisions of CL(R&A) Act.

D) 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

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

1 LABOUR LICENCE AND OTHER REQUIREMENTS:-

- 1.0 Contractor should possess Labour licence in case of contractors working in BHEL, Jhansi and deploying 20 or more labours on any day, from the Appropriate Government (Central Govt.) for carrying out the various activities mentioned in the contract document.
- 1.1 The contractor shall deploy such number of workers in the premises of BHEL, Jhansi, as required for completion of the contract. The workers such deployed shall be his own workers.
- 1.2 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 licensing officer in the region for amendment in the licence within 7 days of exceeding the number of labours mentioned in the licence.
- 1.3 Labour licence and other requirement in case of contractor NOT working in BHEL, Jhansi or has less than 20 workers on his rolls.
- 1.3.A The contractor should possess valid labour licence issued by any licensing authority if he has deployed 20 or more workers in any organization.
- 1.3.B After being eligible to apply as above, if the contractor is awarded the contract then he should apply for Form-V from BHEL to obtain Labour Licence from Appropriate Government and submit the same within one month from the date of award of contract. Till then award will be treated as **PROVISIONAL**.
- 1.4 The contractor shall also have to submit copy of PAN card and latest IT return.
- 1.5 The contractor must possess Service Tax Registration number under relevant code head.
- 1.6 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.
- 1.7 Stamp Duty : Contractor should deposit stamp duty, **before start of the contract**, on security deposit as per Stamp Duty Act.

WORKERS IN FACTORY PREMISES :

the following to HR, contracting department and CISF

workers 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. Further he should submit the character certificate within 60 days failing which he will be discontinued.
 - (c) Copy of employment card issued by contractor to his own worker – Annexure II
- 2.2 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.
- 2.3 The photo identity card shall have to be revalidated in every **three** 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 labour to enter the premises of BHEL Jhansi.
- 2.4 The contractor shall maintain a register of persons employed by him in the format prescribed under Rule 75 of Contract Labour (R&A) Central Rules. A copy of this format is annexed as **annexure III**.

3.0 BILLS PAYMENT, ATTENDANCE AND PAYMENT OF WAGES

- 3.1 **The contractor shall pay minimum wages as applicable of the Appropriate Government and in addition to minimum wage Rs. 76.92 per day shall also paid to the contract workers. This additional amount will also attract all statutory deduction and payments.**
- 3.2 The contractor shall submit bills to the contracting department on 8th of each month.
- 3.3 The contractor's bills should be accompanied with the following.
- a) Copy of Measurement Book entries/Statement of work done by the Contractor
 - a. Statement of Minimum Wages of labours deployed by him under the Service 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.

PF and ESI returns for previous month- separate for concerned
print of online challan alongwith list of contributing
or ESI duly certified by the contractor.
sheet for the bill period as per annexure IV.
d Form-10 (PF monthly returns) submitted
or to RPFC for billing month.

- f) Copy of Form 12A-regarding PF remittance
- g) List of CL covered under accident insurance policy
- h) Statement of material supplied by the contractor if any
- i) Copy of Labour Licence if increase in no. of labours **deployed against Work Order if applicable.**
- j) **Copy of Challan of previous service tax paid**

3.4 The executing department shall pass the bills of the contractor, by 9th of each month, and after checking the documents as in para 3.3 above forward them to Finance through HR department.

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

3.6 Finance department shall, on satisfactory compliance, and after deduction on account of Security deposit amount and TDS will make payment to the contractor within 10 days of submission of clean bill by the contractor.

3.7 The contractor shall issue pay slips to his workers, for the month deployed for undertaking activities under the Service contract, at least a day prior to disbursement of wages.

3.8 The contractor shall make payment to the his own labours/contract workers before the expiry of the 7th day after the last day of the wage period in respect of which the wages are payable. The payment of wages to the workers shall **not** be subject to payment against the bills by BHEL.

3.9 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.

3.10 The contractor shall make payment of wages to his workers on due date in presence of an authorized representative of contracting department. The authorized representative shall retain a copy of wage payment sheet with him.

4.0 Provident Fund

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

4.6 PF CONTRIBUTION :

<u>Employee's Contribution</u>	<u>Employer's Contribution</u>	
12% of Normal wages paid	PF Contribution	3.67%
	Insp/Admn Charages	1.10%
	Admn/Insp Charges	0.01%
	Pension Fund	
8.33%	EDLI Charges	<u>0.5%</u>
	Total	<u>13.61%</u>

- 4.7 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.

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 workers and submit to the local ESI office.

1.75% of gross wages

Employer Contribution

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.
- 5.6 The Contractor shall produce the following Registers and forms as per Contract Labour (R & A) Rules 1971 for verification by the Executing Officer of the company :-
- (a) Form XII - Register of contractors(Rule74)
 - (b) Form XIII - Register of Workmen employed by contractor (Rule 75)
 - (c) Form XIV - Employment Card issued by contractor (Rule 76)
 - (d) Form XVI - Muster Roll 78(1) (a) (i)
 - (e) Form XVII - Register of Wages (Rule 78 (1) (a) (i)
 - (f) Form XVIII - Register of wages-cum Muster Roll (in case of weekly Payment)
 - (g) Form XIX - Wage Slip (Rule 78)(1) (b)
 - (h) Form XX - Register of deduction for damages of loss (Rule (78)(1) (a) (ii)
 - (i) Form XXI - Register of fines (Rule 78) (1) (a) (ii)
 - (j) Form XXII - Register of advance (Rule 78) (1) (a) (ii)
 - (k) Form XXIII - Register of overtime (Rule 78) (1) (a) (iii)
 - (l) Form XXIV - Return to be sent by the contractor to licensing officer (Rule 82)

6.0 Bonus

The contractor shall be liable to pay statutory bonus under payment of Bonus Act, 1965

7.0 Discipline

- 7.1 The Contractor shall be responsible for the discipline of his own labours deployed under the service contract. In case of any loss to the BHEL Jhansi on account of indiscipline of contract labour then such loss shall be assessed and recovered from the running bills of the contractor or from the security deposit.
- 7.2 The contractor shall not employ any person who has not completed his 18 years of age and person who has attained 60 years of age.

of authorized BHEL official, shall immediately employed by him, who may in the opinion of such is involved in misconduct. Such person shall not ntractor 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 INDEMNITY BOND/COMPLIANCE OF LEGAL PROVISION

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

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

10.0 OTHER GENERAL TERMS AND CONDITIONS :-

10.1 Legal compliance

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

used by the contractor or through the
s on day to day basis.

compensate BHEL for any loss or damage to the
of BHEL due to his workmen/representatives'
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 Security deposit will be released on submission of following certificates from departments mentioned as under:-
- Completion of work and certification of payment of minimum wages to contract labours from contracting department.
 - Certificate of compliance of labour laws from HR department.
 - Certificate of payment of Bonus by Contracting and HR Department
 - No-dues certificate regarding service tax payment, and any other dues liable to be remitted by contractor under financial laws, to Finance department
 - 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

11.0 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.

Accept / Reject any or all tender fully or partly without valid reasons.

11.1 CONFIDENTIALITY

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

11.2 **SUSPENSION**

Contractor shall be liable to suspend performance of any or all of its obligations under this contract. Such notice shall specify the obligation of Contractor 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.

11.3 **JURISDICTION**

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

11.4 **ARBITRATION :-**

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

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

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

Executive Incharge



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मेरियर सेवा कर्म० आदि के उपयोग हेतु)

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4. कार्य आदेश अवधि
5. कार्य स्थल (विभाग)
6. गेट का नाम जिससे प्रवेश/वर्हिगन होगा
7. कर्मचारी की ड्यूटी का समय

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संविदा श्रमिक का व्यक्तिगत विवरण

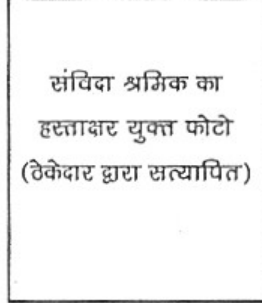
(एक से अधिक संविदा श्रमिकों के आवेदन हेतु अलग से सूची संलग्न करें)

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

पिता का नाम..... पहचान चिन्ह.....

स्थायी पता..... वर्तमान पता.....

.....



शैक्षिक योग्यता.....

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

(संविदा श्रमिक के हस्ताक्षर/दिनांक)

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

टेकेदार 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 बल द्वारा नवीकृत किया जायेगा।

हस्ताक्षर उप कमान्डेन्ट के० औ० सु० ब० इकाई
बी० एच० ई० एल० झाँसी (30 प्र०)



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XIV

(Rule 76)

Employment Card

ANNEXURE-II

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.



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ANNEXURE-IV

DATE: -----

STATEMENT OF THE CONTRACTOR FOR THE MONTH OF _____ 20____

WORK ORDER NO-----
CONTRACTING DEPARTMENT-----
CONTRACTOR NAME-----

S.NO	NAME OF WORKER	CAT.	NORMAL DAYS	OT DAYS	GROSS WAGES	EMPLOYEES CONTRIBUTION DEDUCTION		OTHER DEDUCTION	TOTAL RECOVERY	NET PAYABLE	EMPLOYER'S CONTRIBUTION	
						PF 12%	ESI 1.75%				PF 13.61%	ESI 4.75%
1.												
2.												
3.												
4.												
5.												
6.												
7.												
8.												
9.												
10.												
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26.												
27.												
28.												
29.												
30.												
31.												

SIGNATURE OF THE CONTRACTOR

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.	SERVICE/ACTIVITY	UNIT OF MEASUREMENT (shift)	QUANTUM OF WORK ANNUAL
1.	Stand No.1: At the Northern Side of Main Gate in all the 3 shifts on all the 7 days in a week (1 Stand, 3 Shifts, 12 Months, hence $1 \times 3 \times 12 = 36$)	Per Stand Per Shift Per month	36
2.	Stand No.2: At the Northern Side of Main Gate in all the 3 shifts on all the 7 days in a week (1 Stand, 3 Shifts, 12 Months, hence $1 \times 3 \times 12 = 36$)	Per Stand Per Shift Per month	36
3.	Stand No.3: At the Southern Side of Main Gate in 2 shifts on 6 days in a week (1 Stand, 2 Shifts, 12 Months, hence $1 \times 2 \times 12 = 24$)	Per Stand Per Shift Per month	24
4.	Stand No.4: At the Northern Side of Material Gate in 2 shifts on 6 days in a week (1 Stand, 2 Shifts, 12 Months, hence $1 \times 2 \times 12 = 24$)	Per Stand Per Shift Per month.	24
5.	Stand No.5: At the Southern Side of Material Gate in 2 shifts on 6 days in a week (1 Stand, 2 Shifts, 12 Months, hence $1 \times 2 \times 12 = 24$)	Per Stand Per Shift Per month	24

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

I/We agree with the above

Signature of Contractor with Seal

Signature Of Official Of Executing Department



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PROFORMA FOR SUBMITTING TECHNICAL BID FOR -----

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. (1) PAN/TAN Number : _____
 (2) Income Tax return last 3 yrs. **Enclosed / Not Enclosed**
9. Service Tax Number(PAN Based) : _____
10. VAT/TIN Number : Enclosed / Not Enclosed
 (To be submitted only in case where material transaction is involved)

Contd...(2)

Supervisors

: _____

on the rolls of the firm

12. Earnest Money Deposit : Rs. -----
a) D.D. Number & Date : -----Date-----
-
b) Drawn on (Bank) : -----
13. Any other relevant information :-----
14. Tender Cost : Rs. -----
D.D.No. : -----
15. Validity of offer : 90 days from the date of
tender Opening.
16. 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

CE/RATE BID

**FOR GUARDING OF BICYCLES, SCOOTERS, MOTOR-CYCLES & CARS KEPT AT THE STANDS
LOCATED AT MAIN GATE & MATERIAL GATE OF BHEL, JHANSI**

- a. Name of the firm :
- b. Name of the proprietor/partner :
- c. A re an contact no :
- . Price offer on work measurement ba i :

Sl. No.	SERVICE/ACTIVITY	UNIT OF MEASUREMENT (Shift)	QUANTUM OF WORK ANNUAL	Rate per unit	Total value
(A)	(B)	(C)	(D)	(E)	(F = D x E)
1.	Stand No.1: At the Northern Side of Main Gate in all the 3 shifts on all the 7 days in a week (1 Stand, 3 Shifts, 12 Months, hence 1 x 3 x 12 = 36)	Per Stand Per Shift Per month	36		
2.	Stand No.2: At the Northern Side of Main Gate in all the 3 shifts on all the 7 days in a week (1 Stand, 3 Shifts, 12 Months, hence 1 x 3 x 12 = 36)	Per Stand Per Shift Per month	36		
3.	Stand No.3: At the Southern Side of Main Gate in 2 shifts on 6 days in a week (1 Stand, 2 Shifts, 12 Months, hence 1 x 2 x 12 = 24)	Per Stand Per Shift Per month	24		
4.	Stand No.4: At the Northern Side of Material Gate in 2 shifts on 6 days in a week (1 Stand, 2 Shifts, 12 Months, hence 1 x 2 x 12 = 24)	Per Stand Per Shift Per month.	24		
5.	Stand No.5: At the Southern Side of Material Gate in 2 shifts on 6 days in a week (1 Stand, 2 Shifts, 12 Months, hence 1 x 2 x 12 = 24)	Per Stand Per Shift Per month	24		

NOTE: Service Tax Extra.

Signature of Contractor

I/ e agree with above an all other terms and conditions of the contract.

Date:

Signature with Name of Contractor with Seal

Executive Incharge

Annexure J (b)

DATE: 24/11/2011

BASIS OF OFFER

1.	Tec nological Man Hour require	= 16800 Hr .
2.	Tec nological Man Da require (Figure of Sl no. 1 ivi e b 8)	= 2100 Da
3.(i)	Minimum wage/ a of Appropriate Government a applicable at pre ent R . 201	R . 165
3.(ii)	A itional Amount / a	R . 76.92
4.	Total of wage per a (Sl.no.3(i) +3(ii)	R . 241.92
5.	Total age (Sl.no. 2*4)	R . 508032
6.	Provi ion for extra wage @ 5% of Sl. No. 5	R . 25401.6
7.	Contingenc @ 6% of Sl.No.5 ue to revi ion of DA Rate an increa e in minimum wage accor ingl .	R . 30481.92
8.	Contingenc @ 6% of Sl.No.6 ue to revi ion of DA Rate an increa e in minimum wage accor ingl .	R . 1524.096
9.	Total contingency (l.no.7+8)	R . 32006.016
10.	PF/EDLI/Pen ion Emplo er contribution @ 13.61% (Calculate on Amt.of l.no. 5&7	R . 73292
11.	ESI Emplo er Contribution @ 4.75% (Calculate on Amt.of l.no. 5,6&9)	R . 26858
12.	Provi ion for afet , uniform , oe , group in urance@ of 5% of l.no. 5	R . 25402
13.	Total (Sl.no.5+6+9+10+11+12)	R . 690992
14.	Contractor Commi ion for fulfillment of work e cribe above an to meet inci ental c arge inclu ing upervi ion, financing co t, tamp ut c arge , wage for leave perio a per UP Factorie Rule ,etc. (% of total of l.no.13)	=R . -----
15.	Statutor minimum Bonu @ 3500/- (Per labour) (i.e.(3500*Total Man a at Sl. No.2)/300) for one ear	= R . 24500
16.	Total Value of t e Contract payable to t e bi er/price bi (exclu ing Service Tax an inclu ing Statutory bonu amount) amount at l.no (13+14+15)	= R -----

Signature & Name of contractor



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ANNEXURE J ENQUIR NO **CPR/30201/11-12/**

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SHOULD BE SUBMITTED IN SEPARATE SEALED ENVELOPES. IN
CASE THE BIDS ARE FOUND IN ONE SINGLE ENVELOPE THE BIDS ARE LIABLE TO BE REJECTED.

2. ALL THE BLANK SPACES IN PRICE BID (ANNEXURE J (a)) under column E & F and SL.No . 14 & 16 OF THE BASIS OF OFFER (ANNEXURE J (b)) OF THE PRICE BID FORMAT SHOULD BE FILLED BY THE CONTRACTOR. IF AN FIXED FIGURE IN THE PRICE BID FORMAT IS CHANGED THEN THE BID SHALL BE SUMMARRIRIL B -PASSED.
3. THE TOTAL VALUE OF PRICE BID THAT IS THE TOTAL OF COLUMN F OF PRICE BID (ANNEXURE J (a)) SHOULD MATCH/TALL WITH FIGURE AT SL.NO. 16 OF THE BASIS OF OFFER (ANNEXURE J (b)) OF THE PRICE BID. IF THESE T O VALUES ARE DIFFERENT THEN THE OFFER MA BE B - PASSED.
4. IF AN OTHER ADDITION IS MADE OR AN CONDITION IS ADDED BY THE BIDDER IN THE PRICE BID FORMAT THEN THE OFFER SHALL BE B -PASSED.
5. CONTRACTOR HAS TO COMPL WITH PA MENT OF MINIMUM AGES AND OTHER STATUTOR LEVIES AS PER PROVISION OF THE RESPECTIVE ACTS.

I/ e agree with above and all other term & condition of the contract .

Date :

Signature & Name of Contractor with Seal

Executive Incharge