

# BHARAT HEAVY ELECTRICALS LIMITED

## IVP/GOINDWAL -143422

*Tender No: 1415-HR-02 dated 06.05.2014*

*Nature of Work: Supply of Contract labour by experienced Contractor of different categories of labour i.e. Unskilled & Skilled to BHEL, IVP, Goindwal*

### **TENDER NOTICE**

Sealed tenders, in two bids system are invited from the intending experienced labour contractors having labour licensees, ESI code and service tax registration number and having experience in similar line of Business for more than 3 years towards supply of Unskilled /skilled labour for need based requirement under different categories in the unit of BHEL, IVP, Goindwal. as and when required.

### **DATES**

|  |  |
|--|--|
| Start Date of sale of tender document          | 6th May, 2014 11.30 AM onwards           |
| Last Date and time of sale of tender documents | 20 <sup>th</sup> May 2014 up to 14.00 PM |
| Due date and time for submission of Tender     | 20 <sup>th</sup> May 2014 up to 15.00 PM |
| Date and Time of opening of Technical Bid      | 20 <sup>th</sup> May 2014 at 4.00 PM     |

The intimation regarding opening of financial bid will be intimated to those who will qualify successfully in the Technical Bid.

### **TENDER SUBMISSION**

The duly filled in Technical and Price/Rate bids (Annexure I and J, separately) along with the instructions to the Bidders, Contractor's Obligations, General Terms and Conditions with the signature of the tendered on all the pages and complete in all respects superscripted as Quotation for Tender No. 1415-HR-02 dated 06.05.2014 for "Supply of Contract Labour of Skilled/Unskilled categories to BHEL, Goindwal Sahib" should reach us by the due date.

\*Note: Technical Bid And Price/Rate Bid Should Be Submitted In Separate Sealed Envelopes. In Case The Bids Are Found In One Single Envelope Then The "Bids" Are Liable To Be Rejected. These Two Envelopes Should Clearly Be Marked As "Technical Bid" Or "Price/Rate Bid" On The Top Position Of The Envelope (As The Case May Be). These Two Envelopes Should Be Sealed And Be Put In The Third Envelope Which Should Bear The Enquiry No. And Due Date Only.

Fully completed forms/bids should be sent by Registered/Speed Post to the undersigned or dropped in the tender box available at the entrance gate of Administrative Building, BHEL, IVP, Goindwal on or before due date as mentioned above.

*I/We agree with the above*

*Signature of Contractor with Seal*

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*Tender No: 1415-HR-02 dated 06.05.2014*

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**TO**

**SDGM (HR,Civil & MM )**

**BHARAT HEAVY ELECTRICALS LIMITED**

**INDUSTRIAL VALVES PLANT**

**GOINDWAL SAHIB - 143422, PUNJAB, INDIA**

**CONTACT NOS.**

**SH MANOJ KUMAR MALL, 01859-224622,**

**SH YASH PAL - 01859-224602**

**SH VISHAL DEVGON - 01859-224623**

Email id: [ts@bhelivp.in](mailto:ts@bhelivp.in); vishal@bhelivp.in ; mkm@bhelivp.in

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### **TENDER DOCUMENT**

#### **DETAILS OF THE TENDER DOCUMENT**

**Nature of Work:** For supply of Contract labour by experienced Contractor of different categories of labour i.e. Unskilled & Skilled to BHEL, IVP, Goindwal Sahib.

BHEL, IVP, Goindwal Sahib is in process of finalizing labour contract for supplying labours of different categories to BHEL, IVP, Goindwal Sahib.

The tender Document contains following details, as given below.

| Sl. No. | Description   | ANNEXURE NO. |
|---------|---|--------------|
| 01.     | Notice Inviting Tender  | A            |
| 02.     | Scope of the work   | B            |
| 03.     | Qualifying Requirements   | C            |
| 04      | Instructions to Bidders   | D            |
| 05.     | Tender Evaluation Criteria  | E            |
| 06.     | Contractor's obligations  | F            |
| 07.     | Other General Terms & Conditions  | G            |
| 08      | Technical Bid   | I            |
| 09      | Price/Rate Bid (One blank Price Bid format duly signed to be sent along with Technical Offer) | J            |

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### ANNEXURE A

#### **NOTICE INVITING TENDER**

|    |                      |  |
|----|----------------------|--|
| 01 | Scope of work        | Supplying Contract labour of different categories i.e. unskilled & Skilled labours to BHEL, IVP, Goindwal Sahib by experienced contractor.   |
| 02 | Duration of contract | One year from the date of award of contract  |
| 03 | EMD                  | Rs.2,00,000/- (Rs. Two lakhs only) Payable in the form of DD/Bankers Cheque in favour of BHEL,IVP,Goindwal Sahib payable at Goindwal Sahib/Amritsar.   |
| 04 | Security Deposit     | <p>Security deposit has to be deposited by the successful Bidder i.e. L1 (4.00 lakhs+ 5% of the amount exceeding 50 lakhs). Successful Bidders EMD will be converted to Security deposit and remaining security deposit has to be deposited by the party in the following form as given below.</p> <p>i) Security Deposit may be furnished by cash(as permissible under the income tax act)</p> <p>ii) Pay Order, Demand Draft in favour of BHEL, IVP, Goindwal payable at Goindwal Sahib/Amritsar.</p> <p>iii) Local cheques of scheduled banks subject to realization</p> <p>iv) Securities available from post offices such as national Saving certificates, Kisan Vikas patras etc. Certificate should be held in the name of the contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back</p> <p>V) Bank Guarantee from Scheduled banks/public financial institutions as defined in the companies act. The bank guarantee format should have the approval of BHEL</p> <p>vi) Fixed deposit receipt issued by scheduled banks/ Public financial</p> <p>vii) Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the security deposit should be collected before start of the work and the balance 50% may be recovered from the running bills.</p> <p>viii) Security Deposit Shall not Carry any interest</p> <p><b>Note:</b></p> <p>Acceptance of Security Deposit against Sl. No. (iv) and (vi) above will be subject to Hypothecation or endorsement on the documents in favour BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith. The Earnest Money paid at the time of tender will be adjusted as part of the Security Deposit and the balance amount will be recovered by deduction from the running bills of the contractor at the rates mentioned above.</p> |

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|    |                         |  |
|----|-------------------------|--|
|    |                         | <p>Security Deposit shall not be refunded except in accordance with the terms of Security Bond or Agreement. No interest shall be allowed on Security Deposits. BHEL shall not be responsible for any loss of securities, due to liquidation for any other reasons, what-so-ever or any depreciation in the value of the securities while in their charge or for any loss of interest there on.</p> <p>All compensation or other sums of money payable by the Contractor to BHEL under the terms of this contract or under any other contract with BHEL may be deducted from the Security Deposit or realised by the sale of the securities or from the interest arising therefrom or from any sums which may be due or may become due to the contractor by BHEL and in the event of this Security Deposit being deducted by reason of such deductions or sale, as aforesaid, the Contractor shall within 7 days thereafter, make good in cash or in securities endorsed as aforesaid, any sum by which the Security Deposit has been reduced.</p>   |
| 05 | Cost of Tender Document | Rupee Rs.500/-(Rs. Five hundred only) by cash at cash counter /by DD/Bankers cheque. DD/Bankers cheque may be made in favour of BHEL, IVP, Goindwal & Payable at Goindwal Sahib/Amritsar.  |
| 06 | Offer Validity          | 90 Days from Part I Opening  |
| 07 | MSE Benefits            | <p><b>MSE Contractors are eligible for exemption from depositing Tender Cost and EMD subject to</b></p> <p><b>“MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed at Annexure -1 where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender .is to be submitted through a-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer.”</b></p> |

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## **ANNEXURE: B**

### **SCOPE OF THE WORK:**

To supply unskilled and skilled labourers to BHEL, Goindwal Sahib as per the directions of SDGM (HR, Civil & MM), BHEL, Goindwal. All labourers supplied by the contractor should possess the valid skills & experience as required to perform the job.

Approximate no of contract labour required is 190 no's (95 Skilled & 95 Unskilled).The number of contract labour may vary from time to time **by +/- 30%** as per the requirement of the organisation.

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## ANNEXURE C

### QUALIFYING REQUIREMENTS

1. The Bidder should have minimum of 03 years expérience in the area of Supplying Manpower to companies of répute, preferably to Govt. Organisation/PSU/Autonomous organisations. The Bidder should have experience of supplying more than 200 workers per year in last 03 Financial years i.e. 2011-12, 2012-13, 2013-14.  
**Supporting documents to be submitted are** Satisfactory Experience Certificate from the firms/companies where Labor has been deployed indicating number of manpower deployed and approximate annual value of work.
2. The Bidder should have average annual turnover of Rs. 1.5 Crores (One and half Crores) and above for last three financial years 2011-12, 2012-13, 2013-14 (Audited Balance Sheets for each year shall be enclosed).  
For 2013-14 un-audited balance sheet may be submitted.  
IT Return for 2011-12 & 2012-13 shall be submitted.
3. The Bidder should be registered with designated authorities under following acts:
  - (i) The employees Provident Fund Act, 1952.
  - (ii) The Contract Labour (Regulation & Abolition) Act, 1970.
  - (iii) The Employee State Insurance Act, 1948.
  - (iv) Should be registered under Service tax
4. The Bidder is required to furnish legible proof of above four registrations along with its technical offer clearly indicating the contractor's code no. etc. in case of non-submission of the copy of the above four registrations, the offer shall be treated as being from an unqualified contractor and summarily rejected
5. The Bidder should have PAN Card.
6. Self-certificate that he is not blacklisted/banned /de-listed (by BHEL) on the date of tender.
7. Declaration that he is not guilty by a Court of Law in India for any offence involving fraud, dishonesty and moral turpitude.
8. Certificate of Bank solvency (from your bank) of Rs. 35,00,000/- (Rupees thirty five Lakhs Only) has to be submitted by the party along with the techno commercial bid.

Documentary proof in support of above eligibility criteria shall be submitted along with Technical Bid at Annexure I.

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### ANNEXURE-D

#### **INSTRUCTIONS TO BIDDERS**

1. The tender documents along with the tender cost either in draft or in cash, the original copy of draft/cash receipt should be enclosed along with the tender document. The tender submitted without the requisite tender fee will not be considered.
2. The tender document without the specified amount of EMD will be rejected.
3. Sealed tender complete in all details with regard to terms and conditions referred in the tender specification and declaration from vide annexure – (A to J) duly signed has to be submitted to this office on or before due date and time in double sealed cover with technical and financial bid in envelope super scribed as tender specifications against tender No: BHE: IVP: LABOUR: CONT: 02/2014-15,
4. BHEL, IVP, Goindwal Sahib reserves the right to cancel the tender without assigning any reason thereof.
5. The Bidders are expected to be fully conversant with the meaning of all the clause of the specification before submitting their tenders. In case of doubt regarding meaning of any clause may ask for clarification in oral/ writing from the concerned officer in charge. This however does not entitle the Bidder to ask for time beyond the due date fixed for receipt of tender.
6. Overwriting shall be avoided, in the event of discrepancy or arithmetical error in the schedule of price, the decision of the undersigned shall be final and binding on the Bidder.
7. The Tender should be accompanied with copy of labour licensees registration certificate, ***PF registration certificate (PF registration certificate is not mandatory but If the party already having PF code can submit a copy of that)***, ESI registration certificate and service tax registration no, PAN No, income tax return for last 03(Three) financial years, proof regarding the status of the organization.

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### **ANNEXURE E**

#### **TENDER EVALUATION CRITERIA**

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

The Bidders meeting qualifying requirements as given in Annexure 'C' shall be evaluated for technical suitability.

BHEL officials may visit the Bidder'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 previous track record, experience in other organizations, etc.

Successful technically qualified Bidders after the above process only will be invited for opening of the rate / price bid.

The complete work shall be awarded to one contractor only, on lowest (L-1) basis.

The sum-total of all items shall be considered for evaluating the lowest (L-1) Bidder.

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## ANNEXURE - F

### CONTRACTOR'S OBLIGATIONS

#### **A) Towards statutory liability**

- i)** As mentioned in the terms and conditions enclosed as Annexure 'G' of this contract.
- ii)** 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.
- iii)** *Contractor shall be responsible for making payment of wages before expiry of 7<sup>th</sup> Day from the last day of wage period and to submit proof of disbursement of wages to the authorized representative of BHEL who shall record under his signature at the end of entries in the Register of wages.*
- iv)** Contractor to obtain license under CL(R&A) Act, 1970.
- v)** The contractor has to deposit the provident fund contribution (Employer), ESI contribution (employer), Service tax at respective statutory agencies and the same amount will be reimbursed only when he will deposit the documentary proof in support of this in the form of challan duly endorsed by the bank. Contractor is liable for payment of 25% of service tax on his dues and rest 75% of service tax shall be deposited by BHEL directly to service tax authorities.
- vi)** Apart from the proof of deposit, the party has to submit Monthly Remittance of PF and ESI (Name wise details along with account) in each and every month to the contracting department for distribution to the individual workers). Failing in submission of proof of remittance name wise details along with account no, the forthcoming bill will be with held.
- vii)** The contractor has to pay bonus (Minimum of 8.33% of wages) to the workers as per the bonus act 1965 and the same will be reimbursed only when the contractor submit the proof of payment of bonus. The bonus amount will carry the contractor's margin and the service tax will also be applicable on that. Presently the bonus eligibility criteria is Rs.10,000/-(Rs. Ten Thousand Only) but for calculation of bonus will be made on wages Rs.3,500/-(Rs. Three Thousand Five Hundred Only) per month.
- viii)** Workers engaged by the contractor may be called for overtime as per requirements of the organization. Payment of wages towards overtime shall be paid as per the Factories Act 1948. Department wise overtime data should be maintain by the contractor and it should be duly signed from the head of the department before submission of overtime bill.

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### B) Towards Finance

**i) Contractor to arrange his own finance** for carrying out the job of providing manpower services. The contractor has to arrange his own fund for payment of wages, PF, ESI, Over time (if any) and Service tax.

### **SUBMISSION OF BILLS**

Contractor shall raise bill monthly in triplicate. These shall be subject to

- Bills shall be accompanied by the monthly attendance of the contract labor record duly verified by the department in charge where labor has been deployed
- The Provident fund, ESI and bonus and service taxes will be reimbursable subject to submission of proof of that at the time of submitting the bills.
- The contractor has to quote his margin only in the format given in the price bid format at Annexure II. Contractor Margin Shall be payable on – Minimum Wage, Additional Component, PF, ESI, Overtime (if any) and Bonus amounts.
- The copy of challans of Provident fund deposited at regional provident fund commissioners and copy of ESI challan deposited at regional ESI commissioner, copy of service tax deposited at regional service tax commissioner and proof of disbursement of wages has to be enclosed with the monthly bill (Ref. Annexure F Clause v & vi). Monthly bill has to be submitted on or before 7<sup>th</sup> of every month. Delay in remittance of payment from the standard date i.e. 7<sup>th</sup> of every month will attract deduction of penalty @ Rs. 1000/- per day from the monthly billing amount.
- Payment to Contract Labor shall be made through NEFT and proof of remittance through NEFT to be submitted alongwith the bill.
- Payment shall be made to the contractor by BHEL after deduction of TDS within 10 days of submission of bill
- **The payment of wages to the workers shall not be subject to payment against the bills by BHEL.**
- The billing amount will be reimbursed to the contractor subject to condition that the copy of PF, ESI, Service Tax Challans, enclosed with the bill. The payment to the contractor will be made through NEFT (NEFT format enclosed). The prevailing Minimum wages rates as per Govt. of Punjab are given below.

| Category of Worker | Minimum Wages rate of Govt of Punjab w.e.f 01.09.2013 | Monthly Wages | Additional payment by BHEL In addition to Minimum Wages of Govt of Punjab (Monthly) |
|--------------------|---|---------------|---|
| Skilled            | 305.14  | 7924.75       | 2500  |
| Unskilled          | 240.64  | 6247.75       | 2000  |

ii) The contractor has to ensure the minimum wages for skilled category of worker i.e. 360/- (Three hundred Sixty Only) per day. Same is liable for revision from Time to time by Punjab Govt. In addition and additional component of Rs. 2500/- per month is payable.

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iii) The contractor has to ensure the minimum wages for un- skilled is Rs. 317.56 per day. Same is liable for revision from Time to time by Punjab Govt. In addition and additional component of Rs. 2000/- per month is payable.

iv) The revision of minimum wages will be paid by BHEL, GOINDWAL as per the notification from time to time by the Govt. of Punjab but there will be no revision in the additional component paid by BHEL in addition to the minimum wages paid by Govt. of Punjab. The additional payment made by BHEL in addition to minimum wages of Govt of Punjab will be proportionately reduced in order to maintain the ceiling limit of Rs.9360/-(Skilled Worker) & Rs. 8680/-(For unskilled Worker).If any point of time the Monthly Minimum wages of Govt of Punjab exceeds the ceiling limit mentioned, the additional payment made by BHEL will be stopped and the actual minimum wages of Punjab Govt. only will be paid..

***This is illustrated in following example - Values in Rs.***

| Category of Worker | Minimum Wages rate of Govt of Punjab w.e.f 01.09.2013 | Monthly Wages | Additional payment by BHEL In addition to Minimum Wages of Govt of Punjab (Monthly) | Ceiling on C+B | Amount Payable Shall be calculated as. <i>This does not include any statutory payments (same shall be payable as applicable)</i> |
|--------------------|---|---------------|---|----------------|--|
|                    | A   | B             | C   | D              | E=B+C if < D else C shall reduce proportionally to not exceed D  |
| Skilled            | 305.14  | 7924.75       | 2500  | 9360           | 9360 = (7924.75+1435.25)   |
| Unskilled          | 240.64  | 6247.75       | 2000  | 8680           | 8247.75=(6247.75+2000)   |
|                    |   |               |   |                | But In Case B exceed D then C shall become '0' and only amount B shall be payable.   |

***v) The statutory payments/deduction will be made on both (Minimum Wages As well as the additional wages paid by BHEL).***

vi) The copy of the notification of revision of minimum wages by Punjab Govt. has to be submitted from time to time to the contracting agency for payment of revised minimum wages to the contract workers on time.

### **C Other Obligations**

Contractor has to provide the following to ALL its labour

1. Black Safety Shoes (One pair per year)
2. Uniform - 2 pairs ( Sky blue shirt, Navy Blue Pant)

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3. Photo Identity Card.
4. Monthly Attendance Report of all Labour- Duly verified by the concerned department.

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## **ANNEXURE-G**

### **TERMS AND CONDITIONS:**

1. The said contract will be for initially for a period of one year commencing from the date of signing the contract which may be extended for further for a maximum period of one year with same terms and conditions subject to mutual consent and agreement of both the parties; and subject to satisfactory performance of Contract.

However in normal circumstances the agreement is terminable by giving 2 months' notice in writing by either party.

2. The Contractor shall render the following services to BHEL, IVP, Goindwal.

To supply skilled & unskilled workers on contract basis in BHEL, IVP, Goindwal. The supplied contract labours should be competent to execute the work assign to them

### **3. The working hours will be as under:**

The operation of BHEL, IVP, Goindwal run for three shifts. Monday to Saturday. Sunday is observed as week end holiday, however the contract labours may be called on Sundays as and when required, for which extra payment as per the factory act will be paid.

#### **Shift timing details given below:**

**1st Shift:** 06.00 hrs. to 14.30 hrs.

**2nd Shift:** 14.00 hrs. to 10.30 hrs.

**3rd Shift:** 10.00 hrs. to 06.30 hrs.

4. The workers deployed shall be healthy, active and neither less than 18 years nor more than 55 years of age. Nobody shall have any communicable diseases.

5. The workers deployed shall be in uniform of particular colour i.e. (Sky Blue Shirt and Navy Blue pant) and always with Photo identity card. The agency shall provide fully trained and disciplined workers. The uniform will be supplied by the contractor from its own cost.

6. The contractor shall bear all the expenses regarding preparation of identity card, compensations, wages and allowances, PF, ESI, Bonus as applicable relating to workers engaged by him and abide by the provisions of various labour legislations including weekly off and working hours. The contractor shall pay the wages to the workers on or before the 7<sup>th</sup> of every succeeding month, irrespective of delay in payment of bill by BHEL for whatever reason. Wages payable shall not be less than composite total of the minimum wages payment as declared by the govt. of Punjab from time to time and the additional wages paid by BHEL, IVP, GOINDWAL. Contractor shall submit workers EPF number and proof of submission of EPF, ESI, Service tax etc. as applicable every month for the previous month along with the monthly bill with respect to all workers deployed by him at BHEL, IVP, Goindwal.

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The manpower agency shall specify ensure compliance of various labour laws/acts including but not limited to with the following and their re-enactments/amendments/modifications.

1. Payment of Wages Act 1936
2. The employees' Provident Fund and miscellaneous provision Act 1952.
3. The factory Act 1948
4. The Contract Labour Regulation and Abolition Act 1970.
5. The Payment of Bonus Act 1965
6. The Employees' State insurance Act 1948
7. Payment of Gratuity Act 1972.
8. The Minimum Wages Act 1948
9. Workmen Compensation Act 1923

\*(Any other labour laws as per applicable will be taken in to consideration of compliance of labour laws in this contract.)\*

7. (a)The workers will have to be screened by the contractor regarding their character, antecedents and conduct. IF any reports found against any contract labor in the duration of the contractor, the contractor has to remove that particular worker form duty and also the factory premises with immediate effects. Any normal replacement the contractor interested to do may be communicated to the contracting department in writing. Any additional contract labour deployment will be done only by the approval of the contracting department. A copy of police verification regarding character and antecedents may be submitted within three months of time from the date of engagement of the contract worker in BHEL, IVP, and Goindwal.

(b)The contractor has to submit the master data base of the contract worker to be deployed before execution /start of the work in the following format given below (Both soft copy and Hard copy may be submitted for record purpose) along with details of the supervisor like (Name, fathers name, Address, Contact number etc.) to be deployed for carryout daily activities pertaining to the contract worker.

| Sl.No | Name of the Contract worker | Fathers Name | Date of Birth | Basic Qualification | Functional Area deployed | Skilled /Unskilled | Address | Bank Account Number | Name of the Bank with Address | IFSC code | Police Station | Reference Name |
|-------|-----------------------------|--------------|---------------|---------------------|--------------------------|--------------------|---------|---------------------|-------------------------------|-----------|----------------|----------------|
|       |                             |              |               |                     |                          |                    |         |                     |                               |           |                |                |

Any addition /deletion in the manpower may be communicated immediately to the HR department in the same format mentioned above.

*I/We agree with the above*

*Signature of Contractor with Seal*



# **BHARAT HEAVY ELECTRICALS LIMITED**

## **IVP/GOINDWAL -143422**

*Tender No: 1415-HR-02 dated 06.05.2014*

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8. In case of any loss that might be cause to BHEL due to lapse on the part of the workers deployed by the Contractor or by the contractor, such loss shall be compensated by the contractor and in this connection, BHEL has the right to deduct appropriate amount from the bill etc. to make good of such loss to BHEL beside imposition of penalty. In case of any deficiencies/lapses on the part of the personnel deployed by the contractor or by the contractor, BHEL shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever. In such event Security Deposit made by the contractor shall be liable for forfeiture.

9. In case of death or mishap occurred during discharging the duty; the compensation liability will solely rest with the contractor.

10. The contractor's authorized representative (owner/director/partner/manager) shall personally contact the head of the contracting department or office in charge of administration of BHEL at least once in a month to get feedback on the services rendered by the contractor Viz-a-Viz corrective action required to make the services more efficient.

In addition Contractor Shall deploy One supervisor, for carrying out all activities related to Contract Compliance, permanently at IVP Goindwal for the entire period of Contract.

11. In the event of contract labours being on leave/absent, the contractor shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities the contractor shall make provision for leave reserve, failure on this account shall attract penalty double the wages payable to the contractor for such absence.

12. The contractor has to deposit security deposit of Rs.4.00 Lakhs +5 % of exceeding 50 Lakhs. EMD of the lowest Bidder will be converted to security deposit & the remaining security deposit will be recovered as per the details given in the Annexure –A (Sl.No-4). The Mode of furnishing Security deposit is given in the Annexure –A (Sl.No-4).

13. The contractor shall arrange to maintain the daily shift wise attendance record of the contract workers deployed by him. A copy of the monthly attendance record should be submitted to the contracting department. The attendance record may be demanded from the contractor at any point of time for verification by the contracting department.

14. If any point of time it come to the notice of BHEL that the Contract workers deployed are different from the list provided(with attested photographs)BHEL will be well within its right to impose penalty not exceeding five times the wages payable to the contractor for each person identified.

15. The contractor shall be solely responsible for all payments/dues (statutory or otherwise) of the workers employed and deployed by him with reliable evidence provided to BHEL. In the event BHEL makes any payment or incurs any liability, the contractor shall indemnify BHEL completely.

*I/We agree with the above*

*Signature of Contractor with Seal*



# **BHARAT HEAVY ELECTRICALS LIMITED**

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16. In case of any dispute arising out of this agreement then BHEL Management shall nominate any of its Officers as sole arbitrator to adjudicate upon the issue involved in the dispute and provisions of the arbitration act shall be applicable.

17. In case of any dispute with regard to providing services and interpretation of any clause on the agreement, Tarn Taran/Amritsar Court will have the jurisdiction to settle and decide all the dispute.

18. Income Tax TDS as per rules shall be deducted from the bills of the contractor as per applicable laws.

19. As when BHEL requires additional workers on temporary or emergency basis, the contractor will depute such workers in accordance with pro-rata rates. For the same a notice of Two days will be given by BHEL.

20. Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without assigning the reasons.

21. The contractor will be held wholly responsible for any action taken by the statutory bodies for violation/Non-compliance of any such provision /rule.

22. The contractor should maintain all the records and documents under various labour laws applicable to contract labours and make them available to BHEL whenever demanded and required. Like register of workmen, Employment card (to be issued to workers), Muster roll, Register of wages, wage slip, OT register, Register of deductions etc.

23. The above records and the following returns filed by the contractor have to be produced to the HR Department of BHEL on demand and original /photocopies of these records should be handed over every month.

- i) Form XII - REGISTER OF CONTRACTOR
- ii) For XIII - Register of workmen employed by contractor (Rule 75)
- iii) Form XIV - Employment card issued by contractor (Rules 76)
- iv) Form XVI - Muster Roll
- v) Form XVII - Register of wages (Rule 78(a) (i))
- vi) Form XIX - wage slip (Rule 78(b))
- vii) Form XX - Register of deductions for damages or loss (rule 78(1) (a) (ii))
- viii) Form XXI- Register of Files (Rule 78(1)(a)(ii))
- ix) Form XXII - Register of advances (Rule 78(1)(a)(ii))
- x) Form XXIII - Register of overtime (Rule 78(1)(a)(iii))
- xi) Form XXIV- Return to be sent to the contractor to licensing officer (Rule 82(1))

a) Return in form 5, 10 & 12(A) which is submitted monthly under the provisions of the Employees provident funds miscellaneous provision act 1952.

b) Summary of contribution (Form-5) under Section-44 regulation of 25 of the ESI act 1948, also the return filed under section 44, regulation 26 of the said act along with the monthly return.

*I/We agree with the above*

*Signature of Contractor with Seal*

# **BHARAT HEAVY ELECTRICALS LIMITED**

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c) Half yearly return in Form XXIV under Rule 82(1) of the contract labour (R&A) Act 1970.

D) Annual return filed in form 3A/6A under the employees Provident Funds MP Act 1952.

e) Any other applicable returns.

24. The contractor should obtain a license from labour commissioner to engage the contract labour as per contract labour act within a period of one month from the date of awarding the contract.

25. The contractor should ensure payment of wages to his workmen on or before 7<sup>th</sup> of every succeeding month. The proof of remittance of wages through NEFT should be submitted alongwith the bill.

26. The wages shall be paid to the workers by deducting individual workers contribution of PF and ESI contributions.

27. The contractor should ensure that his workmen are granted holidays/leave as per applicable act/rules.

28. BHEL reserves the right to withhold bills if the contractor fails to produce proof for having remitted the PF/ESI dues.

29. IF any worker of the contractor indulges in theft or any illegal/irregular activities, misconduct, the contractor will take appropriate action as per law and rules against its erring workers in consultation with this office and intimate the worker. Such workers, who indulge in such type of activities, should not be further employed in this office by the contractor in any case.

30. Whenever there is a duplication of clause either in terms and conditions or in the agreement, the clause which is beneficial to BHEL will be considered applicable at the time of any dispute/following any statutory rules.

### **31. REFUND OF SECURITY DEPOSIT**

The Security Deposit mentioned above may be refunded to the Contractor after a period of 3 months on expiry of the contract, provided that the Contractor shall first have been paid the last and final bill and have rendered a "NO DEMAND CERTIFICATE".

### **32. RECOVERY FROM CONTRACTOR**

Whenever under the contract, any sum of money, shall be recoverable from or payable by the Contractors, the same may be deducted from or any sum then due or which at any time thereafter may become due to Contractor under the contract or under any other contract with BHEL or from his Security Deposit or he shall pay the claim on demand.

*I/We agree with the above*

*Signature of Contractor with Seal*

# **BHARAT HEAVY ELECTRICALS LIMITED**

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## **33. FORCE MAJEURE CLAUSE**

If, at any time during the continuance of this Contract the performance in whole or in part by either party of any obligations under this Contract shall be prevented or delayed by reason of any War, Hostile acts of the public enemy Civil Commotion, Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, Earth Quake etc.) then provided notice of happening of any such event is given by either party to other within 7 days from the date of occurrence therefore neither party shall by reason of such event be entitled to terminate this Contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event, claims for extension of time shall be granted for periods considered reasonable by the authorized executive of BHEL subject to prompt notification by the contractor.

## **34. TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR**

Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, or if the firm is dissolved or the company is liquidated BHEL shall have the option of terminating the contract without compensation to the Contractor.

## **35. SIGNING OF CONTRACT**

Each Contract document shall be signed by the Contractor with his usual signature. Contract by partnership of Hindu Joint Family firm, may be signed in the FIRM'S name by one of the Partners or the Karta or Manager as the case may be or by any other duly authorised representative followed by the name and designation of the persons so signing. Contracts by a Company shall be signed with the name of the Company by a person authorized in this behalf and a power of attorney or other satisfactory proof showing that the persons signing the Contract documents on behalf of the Company is duly authorized to do so, shall accompany the contract.

## **36. REVERSE AUCTION:**

**BHEL reserves the option to either finalize the tender either by opening sealed price bids (Part-II) submitted with the offer on a specified date and time in the presence of bidders, who may like to be; or carrying out live reverse auction on-line. In case of reverse auction, adequate infrastructure like internet connection, uninterrupted power supply, printer, fax machine etc. will have to be arranged by bidder. BHEL will engage a service provider who shall interact, educate, guide and coordinate with bidder for reserve auction. Date and time of reverse auction shall be informed through email provided by Tenderer.**

Information and general terms and conditions governing RA are given below.  
GENERAL TERMS AND CONDITIONS OF RA:

*I/We agree with the above*

*Signature of Contractor with Seal*

# **BHARAT HEAVY ELECTRICALS LIMITED**

## **IVP/GOINDWAL -143422**

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Against this enquiry for the subject item with detailed scope of supply as per enquiry specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING ON INTERNET.

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. 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.
3. BHEL will inform the vendor in **writing** in case of reverse auction, the details of Service Provider to enable them to contact & get trained.
4. Business rules like event date, time, and Start price, bid decrement, extensions etc. also will be communicated through service provider for compliance.
5. Vendors have to fax the Compliance form in the prescribed format (provided by Service provider) before start of Reverse auction. Without this, the vendor will not be eligible to participate in the event.
6. BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Taxes and Duties, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the vendor to enable them to fill-in the price and keep it ready for keying in during the Auction.
7. Reverse auction will be conducted on scheduled date & time.
8. At the end of Reverse Auction event, the lowest bidder value will be known on the network.
9. The lowest bidder has to Fax the duly signed Filled-in prescribed format as provided on case-to-case basis to BHEL through Service provider within 24 hours of Auction without fail.
10. Any variation between the on-line bid value and the signed document will be considered as sabotaging the tender process and will invite disqualification of vendor to conduct business with BHEL as per prevailing procedure.
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. BHEL reserves the right to negotiate if need be, with the **"L1" vendor of the Reverse Auction.**

**I/We agree with the above**

**Executive In charge**

**Signature of Contractor with Seal**

*I/We agree with the above*

*Signature of Contractor with Seal*

# **BHARAT HEAVY ELECTRICALS LIMITED**

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*I/We agree with the above*

*Signature of Contractor with Seal*

# BHARAT HEAVY ELECTRICALS LIMITED

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### ANNEXURE-I

#### **Technical Bid**

#### **SUMMARY OF COMPLIANCE TO REQUIREMENT OF TENDER**

| Sl. No. | Description of the requirement  | Yes/No | Page No |
|---------|---|--------|---------|
| 1       | Copy of labour licenses of previous similar works executed.   | Yes/No |         |
| 2       | Registration certificate of Provident Fund and PF code allotted by Regional provident fund commissioner (PF code is not mandatory but after award of contract the contractor has to arrange PF code in his name/firm form the regional provident fund commissioner for deposit of PF amount and other PF related compliances. | Yes/No |         |
| 3       | Copy of ESI registration and code   | Yes/No |         |
| 4       | Copy of PAN card  | Yes/No |         |
| 5       | Copy of registration under Service Tax  | Yes/No |         |
| 6       | Last three financial years IT Returns   | Yes/No |         |
| 7       | Last three years of Audited balance sheet and Copy of TDS certificates issued by previous firms/companies where contractor has provided similar services.<br>(Ref. Clause – Annexure C Clause 2)  | Yes/No |         |
| 8       | Performa containing details of other organizations where such contract carried out in last three years.   | Yes/No |         |
| 9       | EMD Details   | Yes/No |         |
| 10      | Tender Cost Details   | Yes/No |         |
| 11      | Priced bid Format (annexure J) completely filled and sealed in separate envelope superscribed as – Price Bid  | Yes/No |         |
| 12      | Undertaking of the agency confirming the availability of adequate manpower of requisite qualification and experience for deployment at BHEL   | Yes/No |         |
| 13      | Acceptance of terms and conditions of tender document duly signed on each page as token of acceptance and submitted as part of tender document.   | Yes/No |         |
| 14.     | Self-undertaking by the Bidder to the effect that the agency/company is not black listed or any criminal cases or fraud cases pending against the proprietor/agency/firm relating to previous contract (Enclose copy).Self-   | Yes/No |         |

*I/We agree with the above*

*Signature of Contractor with Seal*

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|    |  |         |  |
|----|--|---------|--|
|    | undertaking may be given in the company/firm letter head pad.  |         |  |
| 15 | Three years of satisfactory experience certificate from the previous organisations where similar services have been rendered.<br>(Ref. Clause – Annexure C Clause 1) | Yes/No  |  |
| 16 | Filled NEFT format along with copy of cancelled Cheque (to be submitted along with the technical bid)  | Yes /No |  |
| 17 | Filled Technical Bid in Separate Envelope superscribed as – Technical Bid  | Yes /No |  |
| 18 | Both Technical and Price bid in larger envelope superscribed with Tender Name, NIT Number and Due Date   | Yes /No |  |
| 19 | Acceptance to Participate in the Reverse Auction process   | Yes /No |  |

Declaration by the tender:

This is to certify that I/We before signing this tender have read and fully understood all the term and conditions here in and undertakes myself/ourselves to abide by them.

Encls. DD/Bankers cheque of (EMD) No:

Tender Cost DD/Cash Receipt Number

: Terms and conditions (one each page must be signed and sealed)

: Financial Bid

Date:

(Signature of Bidder with seal)

Name:

Office Address:

Phone NO.

*I/We agree with the above*

*Signature of Contractor with Seal*

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## **FORMAT TO RECEIVE E-PAYMENT THROUGH EXISTING ACCOUNT WITH NEFT/RTGS ENABLED BANK BRANCH**

|  |  |
|--|--|
| Sub: E-payments vide NEFT/RTGS -<br>Reg. VENDOR CODE AS PER BHEL |  |
| VENDOR NAME AS PER BANK<br>RECORDS                               |  |
| ACCOUNT TYPE   |  |
| BANK ACCOUNT NUMBER  |  |
| NAME & ADDRESS OF THE BANK                                       |  |
| BRANCH CODE  |  |
| BRANCH RTGS CODE   |  |
| BRANCH MICR CODE   |  |
| NAME OF THE AUTHORISED<br>SIGNATORY                              |  |

I/we confirm that I/We will bear the charges, if any levied by my/our bank for the credit of  
NEFT/RTGS amounts in our account.

For.....

SIGNATURE

(Authorized signatory)

Date:

We confirm that we are enabled for receiving NEFT/RTGS credits and we further confirm that  
the account number, the signature of the authorized signatory, branch code, RTGS code and  
MICR code of our branch mentioned above are correct.

BANK VERIFICATION

(Manger's/Officer's signature under bank stamp)

Date:

*I/We agree with the above*

*Signature of Contractor with Seal*



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## ANNEXURE I

### Price-Bid Format

| Sl.No | Description of Work - Providing of workers as | Qty Nos. (Variation +/- 30%) | Contractor's margin in terms of %age of total amount payable per person (to be quoted up to 2 decimal place) |
|-------|---|------------------------------|--|
| 01    | Skilled Worker                                | 95                           |  |
| 02    | Unskilled Worker                              | 95                           |  |

Contractor should quote for both Categories of workers, else the bid shall be rejected.

(Signature of Bidder with seal)

Name:

Office Address:

Phone NO.

*I/We agree with the above*

*Signature of Contractor with Seal*