



BHARAT HEAVY ELECTRICALS LIMITED: RUDRAPUR (HUMAN RESOURCE MANAGEMENT DEPARTMENT)

ANNEXURE-1

CONTRACTUAL OBLIGATIONS

- a. (i) BHEL recommends following additional payment to be made to the contract worker. This will be in addition to the minimum wages fixed by the state government from time to time.

| Sl. No. | Category | Additional BHEL Wages/Day (Rs.) | Additional BHEL Wages/Month (Rs.) |
|---------|---------------|---------------------------------|-----------------------------------|
| 01 | Un-Skilled | 123.08/- | 3200.00/- |
| 02 | Semi-Skilled | 142.31/- | 3700.00/- |
| 03 | Skilled | 157.69/- | 4100.00/- |
| 04 | High- Skilled | 157.69/- | 4100.00/- |

(ii) Contractor shall pay to the contract worker, additional wages recommended by BHEL and minimum wages as fixed by State Government from time to time.

(iii) PF/ESI and other statutory contributions will be made by the contractor taking into account both the additional wages and minimum wages fixed by the State Government.

(iv) Contractor shall make payment to the contract worker through bank mode.

(v) For all purpose, the minimum wages shall mean minimum wages fixed by the State Government and the additional wages recommended by BHEL.

- b. Contractor shall decide the number of employees (Skilled Grade) to be deployed for execution of the work awarded to him and he or his authorized representative will be solely entitled to dictate such workers about the manner of carrying out the work as per the prescribed specifications and quality plan. **However, in view of ensuring a certain standard of service quality and the fluctuations in the difficulty and frequency of the varied nature of work, the operator will be required to undertake, a certain minimum no. of quantity has been arrived at. The minimum monthly quantity target for an operator are** (Soft Data Entry (390), Upkeep of records (390), Update of records (390) and Preparation of documents including generation of hard copies (260)). An operator has to give the above output every month. In case the output is less, than proportionate amount will be deducted from the Contractor's bill. However, if the output happens to exceed the above limit in any month, then it will not be taken into account and BHEL will not make any additional payment for the excess output. **A supervisor (Skilled Grade OR Higher) is to be deputed by the contractor on his own cost on all working days on full time basis for deploying the workers according to the requirements of BHEL, supervise the working of operators, address the complaints of BHEL officials and perform all other duties as expected from the contractor/ his representative. Supervisor must be paid wages equal OR higher than Data Entry Operators. Non availability of supervisor in the plant or payment lower than the skilled grade rate will lead to proportionate reduction from the bill raised by the contractor. All the statutory obligations & BHEL guidelines as applicable to data entry operator are to be ensured for supervisor as well.**
- c. Contractor shall supervise the work allotted to him and to be carried out by his employees. A supervisor will specifically be required to be provided. The contractor will intimate in writing the detail of the supervisor, in advance. In case, he has to replace the supervisor, he will intimate the same well in advance. **In any case workers will not work, in absence of designated supervisor.**
- d. 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.



BHARAT HEAVY ELECTRICALS LIMITED: RUDRAPUR (HUMAN RESOURCE MANAGEMENT DEPARTMENT)

- e. Contractor to maintain appropriate records of his employees deployed to carry out the job(s).
- f. **Contractor should issue appointment letters to his employees.**
- g. **Contractor to provide employment card/Identity card with photograph duly verified and attested by the Contractor to his employees.** In its absence the BHEL or authorized agency can deny entry into the factory, for which the contractor shall be solely held responsible. Contractor to indicate the name of the proprietary/partnership firm/company, place of work, contract number and duration of validity of card.
- h. Contractor will be responsible for the good conduct of his employees. In case of any misconduct/misbehavior by any employee, the contractor will replace such employee(s) immediately.
- i. 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.
- j. 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.
- k. Contractor to provide safety appliances and safety shoes to his employees. The contractor shall be responsible for enforcing all safety regulations as applicable.
- l. The contractor has to provide a distinct uniform different from BHEL employees. The Uniform should have logo of the Contractors firm / company. The uniform shall be kept in neat, tidy and wearable condition. Wherever necessary, the Cap shall be integral part of the uniform. This is to be mandatorily provided by the contractor and no demand of payment shall be made before BHEL on this account.
- m. Contractor to ensure that all precautions are taken for safety of his employees and equipment.
- n. In the event of termination of contract for any reason whatsoever, the contractor shall issue termination letter and 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 including PF/ESI/ Bonus/Gratuity/retrenchment compensation etc.
- o. Contractor shall provide to his employees all tools, tackles and equipment 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, equipment and tools and tackles.
- p. Contractor shall provide safety appliances and maintain the same at his own cost which may be required under the statute or otherwise.
- q. Contractor shall provide material at his cost as mentioned in the contract to his employees for carrying out the job.



BHARAT HEAVY ELECTRICALS LIMITED: RUDRAPUR (HUMAN RESOURCE MANAGEMENT DEPARTMENT)

Towards statutory liability

- a. All statutory requirements under Minimum Wages Act, 1948, Payment of Wages Act, 1936, Workmen Compensation Act, 1923, EPF & MP Act, 1952, Payment of Gratuity Act, 1972, ESI Act, 1948, The Contract Labour (R&A) Act, 1970, Payment of Bonus Act, 1965, Income Tax Act, Service Tax Act and all other applicable Acts shall be complied with by the contractor.
- b. **Statutory Bonus shall be made by the contractor.**
- c. Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.
- d. Contractor shall ensure payment of statutory prescribed minimum wages and BHEL recommended additional wages as applicable from time to time in the presence of authorized representative of BHEL and maintain proper records of their timely disbursement. Contractor has to pay the wages on or before the 7th day of the month. It shall not be delayed on the pretext of payment delay from BHEL/ financial problem/ any other reason. **Failure to disburse wages within the stipulated date may attract tough actions, including penalty from BHEL.** These records need to be preserved for a period of at least 3 years and should be made available even after the contract is over for any verification by the statutory authorities / BHEL authorities.
- e. Contractor to provide PF pass book to his employees and ensure payment of PF, EDLI, pension dues under EPF & MP Act, 1952 to the RPFC. Contractor must facilitate the Transfer/ withdrawal/ loan requirement of the worker by filling correct information and processing the application on time.
- f. Contractor shall ensure payment of ESI contribution under ESI Act, 1948 and provide ESI membership No. /card of each employee. **Contractor to ensure that new ESI no. is not generated, if the worker already has ESI no.** In any case the worker must not have more than one ESI no. **Contractor, to ensure that their workers have ESI biometric card and must support them in getting medical/claim benefit from ESI.**
- g. Contractor shall produce proof of deductions as well as remittances of PF, EDLI, Pension, ESI contribution, administrative charges etc. wherever applicable and shall maintain proper records. **Contractor to issue wage slips to his employees at least one day before the payment of wages.**
- h. Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.
- i. Contractor shall be solely responsible for nonpayment/ delayed payment of wages/ DA, contributions under EPF & MP Act, ESI Act etc.
- j. In case the contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the security deposit/other dues/running bills under the contract can be utilized by BHEL to discharge the liability of the contractor.
- k. Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
- l. The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.



BHARAT HEAVY ELECTRICALS LIMITED: RUDRAPUR (HUMAN RESOURCE MANAGEMENT DEPARTMENT)

- m. Contractor to obtain insurance cover for his employees / equipment / tools and tackles etc. and take third party risk insurance coverage at his own cost. BHEL shall not be responsible for any loss, damage, pilferage of his property and / or his employees.
- n. Contractor should have independent code numbers/ exemptions under EPF & MP Act, 1952 and ESI Act, 1948 and shall cover his employees under the said codes. The contractor will be required to compulsorily make the contributions upto the statutory wage ceiling.
- o. Payment of bonus under the Payment of Bonus Act, Payment of gratuity under the Gratuity Act, and retrenchment compensation under Act will be the sole responsibility of the contractor. **Contractor has to pay Statutory Bonus to worker by Nov 30 and submit the copy of compliance to Labour Authorities and intimate the BHEL.**
- p. **Over and above the daily wage rate, contractor shall give leave with wage to the workers as per Factories Act 1948 & other applicable legal provisions. In order to avoid practical difficulties, the contractor shall give the leave with wages (01-day wage for every 20 working day) in the monthly wages, without considering the eligibility criteria of the no. of days worked by the employee in the previous year.**
- q. **Contractor shall observe Provisions of the Factories Act in respect of working hours, holidays, rest intervals, leave and overtime to his employee. Contractor has to decide the no. of employees to be deployed for providing the services to BHEL and scheduling the duty of his employees in such a manner so that all the labour laws are complied with. BHEL will not pay any extra amount other than the rate quoted by the contractor & the PVC Clause as mentioned in the terms and conditions of the tender. No work shall be done on second/third shift, overtime, Sundays or on other declared holidays without written permission.**
- r. 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.
- s. **The age of the employee deployed by the contractor shall not be less than 18 years and not more than 60 years on the date of entry in the plant.**
- t. BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life/permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below.
 - I. Victim: Any person who suffers permanent disablement or dies in accident as defined below.
 - II. Accident: any death or permanent disability resulting solely and directly from any unintended and unforeseen injuries occurrence caused during the manufacturing/operation and works incidental thereto at BHEL factories/offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, servicing, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works/during at BHEL Units/Offices/townships and premises/project sites.



**BHARAT HEAVY ELECTRICALS LIMITED: RUDRAPUR
(HUMAN RESOURCE MANAGEMENT DEPARTMENT)**

III. Compensation in respect of each of the victims:

- i. In the event of death or permanent disability resulting from loss of both limbs: Rs. 10,00,000/- (Rs. Ten Lakh)
- ii. In the event of other permanent disability: Rs. 7,00,000/- (Rs. Seven Lakh)

IV. Permanent disablement: A disablement that is classified as a permanent total disablement under the proviso to Section 2 (I) of the Employee's Compensation Act, 1923.

V. The age of the employee deployed by the contractor shall not be less than 18 years and not more than 60 years on the date of entry in the plant.

Contractor to obtain license under CL (R&A) Act, 1970 immediately on receiving the Work Order/LOI.



BHARAT HEAVY ELECTRICALS LIMITED: RUDRAPUR (HUMAN RESOURCE MANAGEMENT DEPARTMENT)

ANNEXURE-2

Measurement of Work and Payment Thereof

1. The work executed by the data entry operators deputed by contractor will be recorded by the contractor/his supervisor and counter-signed by the concerned department.
2. Short comings, if any, in the work executed by the contractor will be pointed out by the designated employee to the Contractor or his authorized representative and the same will be rectified by him within 3 days to the satisfaction of the designated employee.
3. Payment towards work satisfactorily executed will be made to the contractor as per Price quoted or negotiated rates & PVC Clause as mentioned in the terms and conditions of the tender.
4. The bill for the work completed will be presented to the HR Department, BHEL, Rudrapur every month. Payment will be made through E-Payment mode only on submission of correct and complete bills with all the necessary documents by the contractor.
5. Following documents will be required to be enclosed with the monthly bill.
 - (a) Copy of Measurement book.
 - (b) Wage register/attendance register.
 - (c) ACR & Challan for PF & ESI
 - (d) Certificate from Contractor for compliance of Statutory Dues
 - (e) NEFT Details
 - (f) Any other documents (s) that may be required during the contract period.
6. **During the processing of monthly bill any clarification sought by BHEL through email/letter/telephone shall be provided within 03 working days.**
 - a. BHEL will provide the Computer, Software and other facilities for the execution of work. Contractor has to provide the.
 - b. Contractor must have financial capability to pay wages and discharge statutory liabilities on time without depending on payment from BHEL.**
 - c. Contractor must make payment of wages and PF/ESI dues and only then should submit the bill along with documentary proof for the relevant period.
 - d. Payment towards work satisfactorily executed will be made to the contractor at the rates quoted in price bid. The bill processing will be done only after the submission of complete & correct bill along with necessary documents. Incomplete and wrong bills will not be received.
 - e. All payments will be subject to deduction of income tax at source as per Income Tax and GST as per the applicable Rules.



BHARAT HEAVY ELECTRICALS LIMITED: RUDRAPUR (HUMAN RESOURCE MANAGEMENT DEPARTMENT)

- f. Contractor must submit GST compliant invoice along with documents required to verify the compliance of applicable labour laws. e. g. Minimum Wages Act, 1948, Payment of Wages Act, 1936, EPF & MP Act, 1952, ESI Act, 1948, The Contract Labour (R & A) Act, 1970 etc.
- g. Penalty Clause: -BHEL shall have the right to stop the work or impose the penalty on the following conditions also:
 - 1. Any discrepancy noticed in the operation of contract, may lead to immediate termination of contract.
 - 2. A penalty/LD of Rs. 200.00 per day/per operator may be imposed on contractor in case of non-supply of services of the operator on any day.



**BHARAT HEAVY ELECTRICALS LIMITED: RUDRAPUR
(HUMAN RESOURCE MANAGEMENT DEPARTMENT)**

Annexure-3

| <u>CONTRACTOR SCOPE OF WORK</u> | | | | |
|--|--|-----------------------|-------------|----------------------------|
| Sl. No. | Brief Description | Quantity/Month | | Execution Frequency |
| | | Quantity | Unit | |
| 1 | Soft Data Entry | 8970 | Page | Daily |
| 2 | Upkeep of Records | 8970 | File | Daily |
| 3 | Update of Records | 8970 | M.S. File | Daily |
| 4 | Preparation of documents including generation of hard copies | 5980 | Documents | Daily |
| Office Work/Service : | | | | |
| A | Timing of the work will be from 8.00 AM to 5.00 PM, on six days a week at BHEL Rudrapur. | | | |
| B | Day-to-day instruction for performing the jobs will be provided to agency supervisor by BHEL's authorized official and it will be solely responsibility of contractor's supervisor to assign work to staff deployed and take care of complete supervision & control of workers and coordination with BHEL. | | | |
| C | Trained & qualified personnel (Skilled Grade) as per the requirement of the work will be deployed by contractor and supervisor (Skilled grade or higher). | | | |
| D | Contractor has to give monthly wages to the workers and supervisor comprising of Uttarakhand State Minimum wages relevant for the wage period and Additional wages (fixed) recommended by BHEL. On this PF, ESI and Leave with wages will be paid. | | | |
| E | Contractor will give bonus and other statutory dues. | | | |



BHARAT HEAVY ELECTRICALS LIMITED: RUDRAPUR (HUMAN RESOURCE MANAGEMENT DEPARTMENT)

ANNEXURE-4

GENERAL TERMS & CONDITIONS

- a. BHEL shall have the privity of the contract with the contractor only and will give instructions to the contractor or his authorized representative. BHEL will have nothing to do or be concerned with the employment of employees working for the contractor. The relationship between BHEL and the Contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or an employer-employee relationship.
- b. The contractor shall maintain regular contact with the designated employee(s) of BHEL and will interact on matters relating to the work awarded under this contract.
- c. In case the Contractor does not carry out the Contractual/Statutory obligations or the services rendered by him are found to be unsatisfactory, BHEL shall bring the same to his notice and he will be obliged to discharge the obligations and rectify the deficiency/anomaly within three days' time failing which, BHEL reserves the right to terminate the contract without assigning any reason whatsoever. In such an event, no damages will be payable for short closure of the contract.
- d. **On termination of Contract, Contractor will provide evidence of making all the due payments to the worker and statutory authorities. He will sign the PF withdrawal/ transfer form, submit Form 9A to PF Office & service certificate to workers & supervisor. He will also give an indemnity undertaking of complying all the statutory dues and indemnify BHEL. Security Deposit will be returned only after the contractor discharges his obligations.**
- e. The decision of BHEL regarding interpretation of any of terms and conditions set forth in this agreement shall be final and binding on the Contractor.
- f. Any matter arising out of or in connection with the agreement shall be under jurisdiction of Rudrapur Court.
- g. **Notwithstanding anything contained in this Agreement, the contract may be terminated by BHEL without assigning any reason thereof by giving a notice of 30 days to the contractor.**
- h. The contract will remain valid for a period of 02 years from the date of commencement of work. The parties reserve the right to extend the contract on mutually agreed terms and conditions.

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 the provisions of the 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 Rudrapur 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 Rudrapur Courts.

.....



**BHARAT HEAVY ELECTRICALS LIMITED: RUDRAPUR
(HUMAN RESOURCE MANAGEMENT DEPARTMENT)**

Annexure-5

| <u>BOQ & SCHEDULE OF WORK</u> | | | | |
|--|--|-----------------------|-------------|----------------------------|
| Sl. No. | Brief Description | Quantity/Month | | Execution Frequency |
| | | Quantity | Unit | |
| 1 | Soft Data Entry | 8970 | Page | Daily |
| 2 | Upkeep of Records | 8970 | File | Daily |
| 3 | Update of Records | 8970 | M.S. File | Daily |
| 4 | Preparation of documents including generation of hard copies | 5980 | Documents | Daily |
| Office Work/Service : | | | | |
| A | Timing of the work will be from 8.00 AM to 5.00 PM, on six days a week at BHEL Rudrapur. | | | |
| B | Day-to-day instruction for performing the jobs will be provided to agency supervisor by BHEL's authorized official and it will be solely responsibility of contractor's supervisor to assign work to staff deployed and take care of complete supervision & control of workers and coordination with BHEL. | | | |
| C | Trained & qualified personnel (Skilled Grade) as per the requirement of the work will be deployed by contractor and supervisor (Skilled grade or higher). | | | |
| D | Contractor has to give monthly wages to the workers and supervisor comprising of Uttarakhand State Minimum wages relevant for the wage period and Additional wages (fixed) recommended by BHEL. On this PF, ESI and Leave with wages will be paid. | | | |
| E | Contractor will give bonus and other statutory dues. | | | |



BHARAT HEAVY ELECTRICALS LIMITED: RUDRAPUR (HUMAN RESOURCE MANAGEMENT DEPARTMENT)

Annexure-6

BHARAT HEAVY ELECTRICALS LIMITED UNIT: Rudrapur (Human Resource Management Department)

No-BHE: RU: HR: CL: Feb: 2019:

Dated: - 04.03.2019

CIRCULAR NO. 010 / 2019

The minimum wage rates for workers engaged on contract basis for un-skilled/semi-skilled/skilled and highly skilled nature of work are revised as under with effect from **01.02.2019**:-

| Sl. No. | Category of Worker | Wage Per Day (Rs) | Addl. BHEL Wage Per Day (Rs) | Total Wage Per Day (Rs) |
|---------|--------------------|-------------------|------------------------------|-------------------------|
| 01 | Un-Skilled | 319.00 | 123.08 | 442.08 |
| 02 | Semi-Skilled | 351.00 | 142.31 | 493.31 |
| 03 | Skilled | 389.00 | 157.69 | 546.69 |
| 04 | Highly-Skilled | 409.00 | 157.69 | 566.69 |

01. Wage Period : Monthly
02. Working Hours : 8 Hours/day
One Hour Lunch Period (12:00 to 01:00PM)
03. Payment Date : 7th day of next month
04. Date of unpaid wage : 8th day of next month

05. Shri Sushil Kumar
Regional Labour Commissioner (Central)
Office of Dy. Chier Labour Commissioner (Central) I.D.T. Complex, ONGC,
Opp. Ambedkar Stadium, Kaulagarh Road, Dehradun, UK-248001

06. Shri Rahul Tyagi
Office of Asstt. Labour Commissioner (Central)
C-18, IIIrd Floor, Nirvan Jyoti, Deen Dayal Puram Bareilly, U.P.-243122

07. Name and address of Labour Enforcement Officer:
Shri Mukesh Garg, Labour Enforcement Officer (Central)
Office of Asstt. Labour Commissioner (Central)
C-18, IIIrd Floor, Nirvan Jyoti, Deen Dayal Puram Bareilly, U.P.-243122

08. Asstt. Labour Commissioner (Central)
Office of Dy. Labour Commissioner, Kumaun Region
Shram Bhawan, Nainital Road, Haldwani, Nainital, Uttarakhand.

This may be brought to the notice of all contract labour and contractors. Additional wage as per office order no. 219 / 2015, Dated: 20.10.2015.


(Himanshu Martolia)
Dy. Manager (HR)

Distribution:-

- GM & Head (CFP)-for kind information.
- AGM (Opns) -for kind information.
- All HODs.
- All Notice Boards/Incharge (Security Gate)
- All Contractors/Concerned file.



**BHARAT HEAVY ELECTRICALS LIMITED: RUDRAPUR
(HUMAN RESOURCE MANAGEMENT DEPARTMENT)**

Annexure-7

FORMAT FOR PRICE BID FOR THE SCOPE OF WORK VARIOUS PROJECTS AT BHEL-RUDRAPUR

| Sl. No. | Brief Description | Quantity/Month | | Execution Frequency | Rate (Rs.) /Quantity | | Total/ Month (Rs.) |
|---------|--|----------------|-----------|---------------------|----------------------|--------------|--------------------|
| | | Quantity | Unit | | Rate | Unit | |
| A | B | C | D | E | F | G | C x F=H |
| 1 | Soft Data Entry | 8970 | Page | Daily | - Q - | Per Page | |
| 2 | Upkeep of Records | 8970 | File | Daily | - Q - | Per File | |
| 3 | Update of Records | 8970 | M.S. File | Daily | - Q - | Per File | |
| 4 | Preparation of documents including generation of hard copies | 5980 | Documents | Daily | - Q - | Per Document | |
| 5 | Grand Total/Month Rs. (assuming 26 day per month) | | | | | | |

GST Extra as applicable.

Office Work/Service :

1. Timing of the work will be from 8.00 AM to 5.00 PM, on six days a week at BHEL Rudrapur.
2. Day-to-day instruction for performing the jobs will be provided to agency supervisor by BHEL's authorized official and it will be solely responsibility of contractor's supervisor to assign work to staff deployed and take care of complete supervision & control of workers and coordination with BHEL.
3. Trained & qualified personnel (Skilled Grade) as per the requirement of the work will be deployed along with supervisor (Skilled Grade) by contractor. Refer Annexure 1, Point b)

Important Note:

1. L-1 party will be determined on **Overall Grand Total/Month (assuming 26 days per month)** as arrived at row number 5 in the above table.
2. BHEL recommends additional wages over and above the minimum wages fixed by the state government to be paid by the contractor, according to the Skilled grade to the worker (Refer Annexure 1, Point a & b). I have read the point and give my commitment to pay the additional wages recommended by BHEL to the contract worker & supervisor, besides the minimum wages fixed by State Government, for which I will not claim any additional/ separate payment from BHEL.
3. In case the wage of my employee(s) is more than the exemption limit, I will not deny the benefit of social security laws to him/them and undertake to voluntarily contribute to the PF and ESI of such employee on the wages (Minimum wages fixed by the State Government of Uttarakhand from time to time and additional wages (fixed) recommended by BHEL).



**BHARAT HEAVY ELECTRICALS LIMITED: RUDRAPUR
(HUMAN RESOURCE MANAGEMENT DEPARTMENT)**

4. I undertake to give leave with wages (01-day leave with wage for every 20 working days) to all my employees. In order to avoid practical difficulties and ensure that the statutory benefit is provided to all employees, I agree to give the leave with wages in the monthly wages without taking into consideration the no. of days worked in the previous year.

5. I undertake that the rate quoted by me is not lower than the statutory amount. However, in case it is found to be lower, then the bid will be canceled by BHEL which will be binding on me and acceptable to me.

6. The minimum labour statutory amount at on the date of issue of NIT is Rs. 4.37 Lakh/- Per Month. Any rate quoted by the party lower than this value will be summarily rejected notwithstanding the party being technically qualified.

7. The rate quoted/negotiated will remain firm throughout the period of contract. However, a PVC factor will be applicable to make the rate finalized in line with the existing Statutory Minimum wage.

Price Variation Clause, $PVC = 1 + 0.95 * (X - 547) / 547$

where

X= current Statutory minimum wages (for relevant month) + BHEL Additional Wage (Rs. 158/-) per day.

Statutory Minimum Wage (Skilled Grade) of Govt. of uttarakhand w.e.f. 01.02.2019 Rs. = 389/- per day.

Effective Rate for monthly payment to contractor = Rate X PVC.

Terms & conditions are accepted.

Authorized sign. With seal:

Name of the party:

Address:

Contact details:

E-Mail Address:



BHARAT HEAVY ELECTRICALS LIMITED: RUDRAPUR (HUMAN RESOURCE MANAGEMENT DEPARTMENT)

Annexure 8

| Pre-Qualification Requirements | | | | | |
|--------------------------------|---|--|---------------|-------|-----------------------------|
| Tender No | | | Tender Name : | | Data Entry Operator Service |
| SL. NO | Name and Description of the Pre-qualification Criteria | | | | |
| 1 | Bidder should unconditionally accept and comply with BHEL’s terms and conditions of the NIT including all Annexures | | | | |
| 2 | Bidder should deposit EMD as specified in the NIT | | | | |
| 3 | Technical | | | | |
| | Bidder who wish to participate should have: Experience of having successfully ‘Executed’ Similar Works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following: | | | | |
| | A | Three (03) similar works each costing not less than the basic amount equal to | Rs. | 43.88 | Lakh |
| | or | | | | |
| | B | Two (02) similar works each costing not less than the basic amount equal to | Rs. | 54.85 | Lakh |
| | or | | | | |
| | C | One (01) similar work costing not less than basic amount equal to | Rs. | 87.76 | Lakh |
| 4 | Financial | | | | |
| | A | TURNOVER: Bidders must have achieved an average annual financial turnover (Audited/CA issued) of Rs. 32.91 Lakh or more over last three Financial Years (FY) i.e. (2018-19, 2017-18, 2016-17/2015-16 (in case audited Balance sheets for the year 2018-19 is not available.) Bidder shall submit audited accounts (balance sheets and profit &loss account) in support of this. | | | |
| | | In case audited financial statements have not been submitted for all the three years as indicated above, then the applicable audited statements submitted by the bidders against the requisite three years, will be averaged for three years i.e. total divided by three | | | |
| | B | Net worth: Net worth of the Bidder based on the latest Audited Accounts as furnished for “4A “above should be positive Net Worth = Paid up share capital + Reserves. (Net worth is required to be evaluated in case of companies). in the last three financial years defined in ‘4A’ above based on latest Audited accounts. | | | |



**BHARAT HEAVY ELECTRICALS LIMITED: RUDRAPUR
(HUMAN RESOURCE MANAGEMENT DEPARTMENT)**

| | | |
|--|---|---|
| | C | Profit: Bidder should have earned cash profit in any one of the three financial years as applicable Profit shall be NET profit (PAT +Non cash expenditure viz. depreciation) earned during any one of the three financial years as in '4A' above |
| 5 | Submission of PAN, GST ,ESIC,PF registration Nos along with copies of the same | |
| Definition of similar work(s): | | Computer Data Entry Operator Service. |
| Explanatory Notes for QR-4 | | |
| For QR '3' above the word 'Executed 'means the bidder should have achieved the Technical Criteria, specified in the QR (as in '3' above), even if the total contract has not been completed or closed. | | |
| If the Qualifying work is executed in the last seven years' period, as specified above, even if it has been started earlier, the same will also be considered meeting the qualifying requirements. | | |
| BIDDER SHALL SUBMIT ABOVE PRE-QUALIFICATION CRITERIA FORMAT, DULY FILLED-IN, SPECIFYING RESPECTIVE ANNEXURE NUMBER AGAINST EACH CRITERIA AND FURNISH RELEVANT DOCUMENT INCLUSIVE OF WORK ORDER AND WORK COMPLETION CERTIFICATE ETC IN THE RESPECTIVE ANNEXURES IN THEIR OFFER. | | |