



C/41

TENDER DOCUMENT (for Service Contract)

For Tender Enquiry No. : TRC / TE / 701 / 29-09-2016

For

“Brief Description of Works”

Contact Person:

Name: Pravin Kumar
Designation: Sr. Manager
Email: pravin@bheljhs.co.in
PH: 0510-2412232

Or

Name:
Designation:
Email: pravin@bheljhs.co.in
PH: 0510-2412232 Mob.9453001061

Tender Due Date: 04 /11/2016 at 13:15 Hrs
Tender Opening Date : 04/11/2016 at 14:00 Hrs

Rev	Short details of revision (In case of revision in tender document, otherwise NA)
Date:	

Department TRC
BHEL, PO: BHEL, Jhansi 284120 (UP)

DETAILS OF TENDER DOCUMENT

SCOPE of work: OFFICE WARK & MISCELLANEOUS SERVICES

The detailed content of tender document are as follows:

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The duly filled in Technical and Price / Rate bids (Schedule: I and J, separately) along with the instructions to the tenders, Contractor's Obligations, General Terms and Conditions with the signature of the tender on all the pages and complete in all respects super scribed as "Quotation for Tender No. TRC/TE/701 DATED 29/09/2016" should reach us in a sealed cover on or before as 04/11/2016 (13:15 hours) mentioned through Registered / Speed post or the same may be dropped in the tender box available at the following address:

To
Tender Box
CISF Control Room/Office
Administrative Building
Bharat Heavy Electricals Limited
Jhansi-284 120. UP

Note: Dropping of tender in the Tender Box within schedule time and date is the Responsibility of the bidder



Schedule "A"

NOTICE FOR INVITING TENDER

S. No	Particulars	Details
1	Brief Description of work	OFFICE WORK & MISCELLANEOUS SERVICES
2	Tender Evaluation Criteria	(as per Schedule E)
3	Duration of Contract	From 14/12/16 to 13/12/2017
4	Last date of receipt of the Tender	Upto 13:15 hrs on 04/11/2016
5	Date of opening of Techno – Commercial Bid.	14:00 hrs on 04/11/2016
6	Address for submitting the Tender	(as on page 2)
7	Earnest Money Deposit * (EMD)	Rs 22,000/-
8	Cost of Tender	Rs 400 plus VAT (as applicable) = Total Rs. Rs 458 (payable in cash at BHEL cash office or through a Demand Draft in favor of "BHEL, Jhansi" along with technical bid, in case the documents downloaded from website)
9	Validity of Offer	90 Days
10	Security Deposit	5% of Contract Value.

Note:

EMD "*" :

EMD must be in the form of Demand Draft/ Banker's Cheque in favour of Bharat Heavy Electricals Limited, Payable at Jhansi and copy of receipt may be enclosed along with tender document. One Time EMD of Rs 5.00 Lakh can also be deposited. In case of successful tenderer EMD will be converted and adjusted against the Security deposit. In case of others the EMD shall be returned within 15 days of acceptance of award of work by the successful Tenderer.

The contractors may physically visit the work place before quoting their rates. For relevant details please visit our website "www.bhel.com" & "www.bheljhs.co.in"

Schedule's'


SCOPE OF WORK: OFFICE WORK & MISCELLANEOUS SERVICES

WORK SPECIFICATION:.....

DETAILS OF WORK

Sl.No	JOB/ACTIVITY	Unit Of Measure ment	QUANTUM OF WORK ANNUAL
1	Typing (letter, enquiry, annexure & reports)	No.	20000.00
2	Miscellaneous (transport req.g/h booking, gate passes & filling)	No.	83000.00
3	DATA PUNCHING & CHECKING (inspection call, cash data turnover / despatch / other data)	No.	1000000.00
4	Despatch (letter, invoice, making sets of documents)	No.	125000.00
5	Making Xerox	No.	350000.00
6	PRINTING JOBS(lette, enquiry, annexure & report)	No.	125000.00
7	CLEANING (table, chair, telephone, doors, windows computers)	No.	28000.00
8	SERVICE (water, tea, coffee etc.)	No.	58513.00
9	Making Set of manual & Test Reports	No.	3000.00

.....
We hereby accepted above (signature & seal of bidder)


Seal & Signature of BHEL contracting authority

QUALIFYING REQUIREMENTS

1. Should have independent ESI Code number
2. Should have PAN/TAN number
3. Should have Pan Based Service Tax number
4. Should have VAT/TIN No. if material is supplied/consumed
5. Self-Declaration that he is not blacklisted/under hold from BHEL Jhansi or banned by any Unit/Region/Office of BHEL/ Any PSU
6. Self-Declaration that he should not be guilty by a Court of Law in India for any offence involving fraud, dishonesty and moral turpitude.
7. Documentary proof in support of above eligibility criteria along with EMD shall be submitted along with Techno Commercial Bid at Schedule: I
8. Financial Strength and Experience:-
 - i) Average Annual financial turnover during the last 3 years, ending 31st March 2016, should be at least 3.30 Lakhs.
 - ii) Experience of having successfully completed similar works during last 7 years ending 30.09.2016 should be either of the following:-
 - a. Three similar completed works each costing not less than the amount equal to Rs. 4.4 lacs only
 - Or
 - b. Two similar completed works each costing not less than the amount equal to Rs. 5.5 lacs only
 - Or
 - c. One similar completed work, each costing not less than the amount equal to Rs. 8.8 lacs only

Note : Similar work means any Service/Works/Labour Contract.

We hereby accepted above (signature & seal of bidder)


Seal & Signature of BHEL contracting authority

INSTRUCTIONS TO BIDDERS

The tender shall be in two Bid System (Techno Commercial Bid & Price/ Rate Bid)


The tender is to be processed in two parts as under:

- 1) Techno Commercial bid
 - 2) Price Bid
1. The Technical Commercial Bid (Schedule: - 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 super scribed as "TENDER FOR TENDER NO (tender no as mentioned in page 2 of tender document) "TECHNO-COMMERCIAL BID". **OFFICE WORK & MISCELLANEOUS SERVICES.**
 2. 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 (Schedule:-J) only super scribed as "(**OFFICE WORK & MISCELLANEOUS SERVICES**) 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/by passed.
 3. Both the technical bid and price bid sealed envelopes must be again sent in a single envelope duly sealed and superscribed as " TENDER FOR TENDER NO (TRC /TE/701/29.09.2016 DUE DATE OF OPENING 25.10.2016) Due date of opening (date as mentioned in page 2 of tender document).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.
 4. 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.
 5. All entries in the tender document should be in one ink. Corrections, over writing, cuttings, etc. will not be permitted. All the columns in the tender form should be filled without leaving blank in any page of the tender and all the pages must be duly signed & stamped by the tenderer before submission.
 6. 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.

Schedule: 'D'

7. The rate of commission quoted will be valid for the period of contract.
8. 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.
9. BHEL may go for Reverse Auction after Techno-Commercial evaluation instead of submitted related Price Bid. Bidder should confirm participation in Reverse Auction along with Techno-Commercial Bid.

We hereby accepted above (signature & seal of bidder)



Seal & Signature of BHEL contracting authority

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, equipment 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.
4. In case where bidders have submitted 'NIL' charges/amount over and above the minimum wages as per the standard document, the bid shall be termed unresponsive will not be considered (in terms of provisions of letter of Ministry of Finance, Dept. of Expenditure No 29(1)/2014-PPD)

We hereby accepted above (signature & seal of bidder)


Seal & Signature of BHEL contracting authority

CONTRACTOR'S OBLIGATIONS

A) CONTRACTUAL

Towards Selection, Control and Supervision of Employees:

- a) Contractor shall decide the number of employees to be deployed for execution of the work awarded to him and he or his authorized representative will be solely entitled to instruct such workers about the manner of carrying out the work as per the prescribed specifications and quality plan.
- b) Contractor shall supervise the work allotted to him and to be carried out by his employees.
 - b1) Aadhar Card is mandatory for contract labors for making of their gate pass for entry in BHEL premises.
 - b2) Supervisors of contracting firms who sign on behalf of contractors must have Power of Attorney to the same effect.
 - b3) Contractor are advised that contract labors must be employed without any discrimination on caste or creed basis
- 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. acceptable to concerned department.
- d) Contractor to maintain appropriate records of his employees deployed to carry out the job(s) as per various labor registers prescribed by labor office. Contractor shall maintain neatly written, complete and legible registers, records, reports and returns for inspection by various authorities at short notice.
- e) Contractor shall ensure Personal Accident Insurance (24x7) policy of Contract Workers from (Government Undertaking Company). The coverage shall be of Rs. 5 lakhs per individual. The coverage shall be of 24 Hrs. (Accidental Death cover). The sum assured (Rs. 5 lakhs) shall become payable to the nominee in the event of death of insured person.

In the event of death of any contract worker deployed by the contractor without the Personal Accidental cover as above, the contractor shall be liable to pay Rs. 5 lakhs to the nominee/ legal heir of such deceased contract worker. In case of extension of contract premium of accidental insurance will be on actual subject to maximum of Rs. 300/- per individual per quarter. Gate pass of the contract Labour shall be issued only after taking the Insurance Cover.

Schedule: 'F'

- f) Contractor will ensure that the **job is executed through his employees on his rolls** and under no circumstances the contractor will deploy any casual employee to carry out the job nor shall sub-contract the job without prior **written permission**.
- g) Contractor may apply for providing bus pass facility to his workmen. BHEL will consider such applications based on merits and availability of seats. Contractor would be responsible for depositing bus pass charges and penalties (if applied) of his/her workmen/staff etc. BHEL would have the right to deduct/recover the same in case of default by the contractor/supplier.
- h) 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.
- i) The contractor has to provide to his workers uniform (lower dark blue & upper light blue,) shoes, helmet & uniform stitching charges. The uniform should have logo of the contractor's firm/ company which shall be affixed by the contract Labour on the left side of his pocket. The uniform shall be kept in neat, tidy and wearable condition. No reimbursement of uniform, shoes in case of extension of contract.
- j) Contractor to ensure compliance of the instructions as contained in safety guidelines (issued by , Health, Safety, and the Environment (HSE) Department (of BHEL, Jhansi), and uploaded on BHEL Jhansi website. The contractor has to ensure that all precautions are taken for safety of his employees and equipment.
- k) In the event of termination of contract for any reason whatsoever, the **contractor shall withdraw all his employees** from the establishment of BHEL. In case contractor decides to terminate services of his employees, he **should settle all terminal dues required**.
- l) Contractor shall within **15 days of commencement/completion of work order** submit Form VI-A to concerned Labour Commissioner Office (Assistance Labour Commissioner/ Regional Labour Commissioner whatever applicable). The first & final bill shall be processed only on clearance regarding submission of Form VI-A & VI-B respectively by contractor. Till then award will be treated as **PROVISIONAL**.

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B) Towards supply of tools, tackles and materials

- a) Contractor shall provide to **his employees all tools, tackles, material, equipment as specified in contract** and maintain the same to carry out the job under the contract at his cost and if necessary may take insurance policy of his worker, material, equipment & tools & tackles.
- b) Contractor shall provide shoe, helmet, and personal protective equipment & maintain the same at his own cost which may be required.
- c) Contractor shall ensure that his workers wear uniform, shoes, helmet and other required safety appliances, apparels / equipment at the work place otherwise deduction @ of 5% will be deducted from the bills.

C) Towards Statutory Liability:

- a) As mentioned in the terms and conditions enclosed as Schedule: '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 license under the provisions of Contract Labor (Regulation & Abolition) Act'1970.
- e) The changes in the statutory liabilities as and when done by respective government/ agency shall be applicable to the contract labors deployed under the contract.

D) Towards Finance

Contractor to arrange his own finance for carrying out the job including supply of tools, tackles and equipment, if required, to his employees, materials, payment of wages to his employees etc. **Rates to be as per price bid**

Schedule: 'G'

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

1 LABOUR LICENCE AND OTHER REQUIREMENTS:-

- 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 license 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 license within 7 days of exceeding the number of labors mentioned in the license.
- 1.3 Labour license and other requirement in case of contractors NOT working in BHEL, Jhansi or has less than 20 workers on his rolls.
- 1.3.A The contractor cannot deploy the contract worker without obtaining requisite Labour license from the appropriate government authority(Central Govt.). Till then contractor may be allowed to deploy 19 labors or less.
- 1.4 The contractor shall also have to submit copy of PAN card and last 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, as per Stamp Duty Act.

2.0 APPOINTMENT AND ENTRY IN FACTORY PREMISES BY CONTRACT WORKERS:

- 2.1 The contractor shall submit the following to HR, contracting department and CISF
 - (a) The details of the worker proposed to be deployed in Annexure -I.
 - (b) Character Certificate: Gate pass for entry inside the factor shall be issued in line with requirement of CISF. Character Certificate should be made in line with CISF Guide line. Self-Certified copy of Character certificate issued by District Magistrate's Office or minimum Superintendent of Police/ Sub Divisional officer level of Police Officer of concerned area will be required for issuing permission to enter into the factory. Character certificate will be valid for three years.

Schedule: 'G'

In special case where character certificate of above authorities are not available, Character Certificate of concerned Police Station/ Reporting Police Chauki along with Proof of remittance of fees for application for apply of character certificate at District Magistrate's Office can be issued for a period of three months with confirmation that he should submit the character certificate within 60 days. Failing which he will be discontinued.

(c) Copy of employment card issued by contractor to his own worker – Annexure: II

2.2 After submission of documents as in Para 2.1, 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 every one month on last working day (or as decided by the BHEL time to time) 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**.

2.5 The entry of contractor's workers in factory premise shall be through biometric/smart cards. The contractor shall ensure issuance of biometric/smart card through time office section of BHEL Jhansi. After the conclusion of works contract, the contractor shall collect these biometric cards from his workers and submit the same to Time Office section through contracting department. In event of any contract worker leaving the services before completion of the contract, the contractor shall ensure return of biometric card to BHEL Jhansi. In case of non-return of biometric card Rs. 200.00 (Rupees two hundred only) per card shall be deducted from the security deposit of the contractor.

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 wages Rs. 123/- per day shall also paid to the employees as per their skill category.

3.2 The contractor shall submit bills to the contracting department on or before 5th of each month.

3.3 The contractors bills should be accompanied with the following.

- a) The contractor should maintain attendance register in form 16 (form XVI) of muster roll by recording daily attendance duly signed by both contractor & contract worker.
- b) Copy of Measurement Book entries/Statement of work done by the Contractor.

Schedule: 'G'

- c) Statement of Minimum Wages of labors deployed by him under the Service contract, PF/ESI no., statutory deductions etc., in the format as in Schedule: IV annexed to these terms and conditions. (Form XVII of Contract Labour (R&A) Rules
 - d) PF and ESI challans for previous month- separate for concerned Service contract. Print of online challan along with ECR/Contribution History of contributing contract workers for PF/ESI duly certified by the contractor.
 - e) Wage payment sheet for the bill period as per Schedule: IV.
 - f) Copy of Form-5 and Form-10 (PF monthly returns) submitted by contractor to RPFC for billing month.
 - g) Copy of Form 12A-regarding PF remittance
 - h) List of CL covered under accident insurance policy
 - i) Statement of material supplied by the contractor if any
 - j) Copy of Labour License if increase in no. of labors deployed against Work Order if applicable.
 - l) Proof of Personal Accident Insurance Policy along with bill
- 3.4 The executing department shall pass the bills of the contractor, after thorough checking along with requisite documents the bill in original and Service Tax Challan & as in para 3.3 above forward them to through HR department latest by before 9th Day of the following month.
- 3.5 After checking the Labour Laws compliances with respect to the concerned service contract, HR department, after retaining copies of PF and ESI Challans and wage payment sheet pertaining to current month, Schedule: IV etc., will forward the bill along with requisite documents (the bill in original and Service Tax Challan) to finance department, if compliances found duly completed and complied. 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 labors/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, preferably through bank account for better control and smooth wage disbursement**. 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 favoring Regional Provident Fund Commissioner "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 or as latest Government rules of concerned departments.
- 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.

Schedule: 'G'

3.11 In cases where the payment to the contractor is due only after completion of work and the payment is not made monthly then the contractor shall have to produce documents as enumerated in para 3.3 above, in respect of all workers deployed by him against the contract, for each month separately, along with final bills.

4.0 Provident Fund

4.1 The contractor should get independent EPF code 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.

The contract should have class 2 and Class 3 digital signature (or have to obtain before start of work and also must be uploaded in web site of (Employee Provident Fund Organization 'EPFO').

Contractor must follow the rules and regulations of ESIC and EPFO and also activate the UAN of their employees.

4.6 PF CONTRIBUTION:

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.

Employee's Contribution	Employer's Contribution	
12% of Normal wages paid	PF Contribution	3.67%
As applicable by respective Govt./ Agency. (Current statutory wage ceiling - Rs.15000/- month on Employee's/ Employers Contribution).	Insp./ Admn. Charges	0.85%
	(subject to minimum Rs. 500/- per challan)	
	Admn/ Insp Charges	0.50%
	Pension Fund	8.33%
	EDLI Charges	0.01%
	(subject to minimum Rs. 200/- per challan)	
	Total	13.36%

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We hereby accepted above (signature & seal of bidder)

Seal & Signature of BHEL contracting authority

Schedule: 'G'

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.
- 5.3 The contractor shall facilitate collection of issued ESI cards by his worker.

5.4 ESI CONTRIBUTION :-

Employee's Contribution

1.75% of gross wages

Employer Contribution

4.75% of gross wages

As applicable by Government/ respective agency (existing wage limit for coverage under the Act is Rs.15000 per month w.e.f. 01/05/2010)

- 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 on demand:-
- (a) Form XII - Register of contractors (Rule 74)
 - (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)

- 5.7 Contractor shall fully comply provisions of various applicable Labour laws and all other enactments as applicable for such contracts.

6.0 BONUS:

The contractor shall be liable to pay statutory bonus under payment of Bonus Act, 1965. and submit proof of disbursement along with received copy of Form-D to Labour Enforcement Officers (LEO) Office.

7.0 DISCIPLINE:

- 7.1 The Contractor shall be responsible for the discipline of his own Labors 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.

Schedule: 'G'

7.3 The contractor, on advice of authorized BHEL official, shall immediately remove any person employed by him, who may in the opinion of such authorized BHEL official is involved in misconduct. Such person shall not be re-employed by the contractor without prior permission.

8.0 LEAVE WITH WAGES TO CONTRACT LABOUR :-

Guidelines as per UP factories Rules 1950 should be strictly observed with regard to crediting /availing 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 BHEL Jhansi shall not be liable for any compensation whatsoever in the case of accident / injury to the person employed by the contractor coming in the premises of BHEL Jhansi. Contractor shall pay all claims / compensation / damages / penalty / fine or any amount payable to the individual / authorities payable due to accident / injury to the person employed by the Contractor.

9.2 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.

9.3 The Contractor has to make an agreement with BHEL in the format prescribed only on Rs. 100/-00 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.

- 10.2 The work shall be supervised by the contractor or through the authorized representatives on day to day basis.
- 10.3 The Contractor shall compensate BHEL for any loss or damage to the plant/property, material of BHEL due to his workmen/representatives' negligence or otherwise during execution of work.
- 10.4 In the event of contractor abandoning the work or BHEL revoking the contract, BHEL shall have a right to get incomplete work completed at contractor's risk and cost. BHEL shall have a right to terminate the contract at any time without assigning any reason thereof.
- 10.5 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 from contractor regarding Service Tax payment & any other dues liable to 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

11.1 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.

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

11.2 (A)

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

11.2 (B) SUSPENSION/ TERMINATION:-

BHEL reserves the right to suspend/ terminate performance of any or all of its obligations under the contract. Such notice shall specify the obligation of which performance is to be suspended/ terminated, 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/termination.

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 (latest applicable) and the rules made there under. The dispute shall be referred for arbitration. Arbitrator to be appointed by the Head of the unit (BHEL Jhansi).

Schedule : 'H'

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: -

DETAILS OF WORK

Sl.No	JOB/ACTIVITY	Unit Of Measurement	QUANTUM OF WORK ANNUAL
1	Typing (letter, enquiry, annexure & reports)	No.	20000.00
2	Miscellaneous (transport req.g/h booking, gate passes & filling)	No.	83000.00
3	DATA PUNCHING & CHECKING (inspection call, cash data turnover / despatch / other data)	No.	1000000.00
4	Despatch (letter, invoice, making sets of documents)	No.	125000.00
5	Making Xerox	No.	350000.00
6	PRINTING JOBS(lette, enquiry, annexure & report)	No.	125000.00
7	CLEANING (table, chair, telephone, doors, windows computers)	No.	28000.00
8	SERVICE (water, tea, coffee etc.)	No.	58513.00
9	Making Set of manual & Test Reports	No.	3000.00

- 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.

PROFORMA FOR SUBMITTING TECHNICAL BID FOR -----

1. Name of the firm : _____ (Essential)
2. Name of the Proprietor : _____ (Essential)
3. Address and Contact Numbers : _____ (Essential)
4. Registration Number : _____ (Essential)
Copy of the Certificate : Enclosed / Not Enclosed
5. Labour License Number : _____ (Desirable)
Copy of the License : Enclosed / Not Enclosed
6. PF Code Number : _____ (Essential)
Attach Copy of the PF registration
7. ESI Code Number : _____ (Essential)
Attach Copy of the ESI registration
8. (1) PAN/TAN Number : _____ (Essential)
(2) Income Tax return last 3 yrs. Enclosed / Not Enclosed (Essential)
9. Service Tax Number(PAN Based) : _____ (Essential)
10. VAT/TIN Number : _____ (Essential)
(To be submitted only in case
where material transaction is
involved) Enclosed / Not Enclosed
11. Experience Certificate : Enclosed / Not Enclosed(Essential)
(Along with balance sheet & profit and loss account/ turnover certificate issued
by CA)
12. No. of Workers including Supervisors : _____ (Essential)
on the rolls of the firm
13. Earnest Money Deposit :Rs. _____ (Essential)
a) D.D. Number & Date : _____ Date _____
b) Drawn on (Bank) : _____

We hereby accepted above (signature & seal of bidder)

21 of 29


 Seal & Signature of BHEL contracting authority

Schedule:'I'

14. Any other relevant information : _____

15. Tender Cost :Rs. _____ (Essential)
D.D.No. : _____

16. Validity of offer : 90 days from the date of
tender Opening.

17. Blank Price bid format :Enclosed/Not Enclosed (Essential)

We will fulfill all the obligations of the contractor and abide by the Terms & Conditions mentioned in the enquiry.

Signature with Name
& Office Seal

Date:

Note : Technical bid and price bid should be submitted in separate sealed envelops. In case the bids are found in one single envelope then the "bids" are liable to be rejected.

We hereby accepted above (signature & seal of bidder)


Seal & Signature of BHEL contracting authority

Schedule: "J"(a)

PRICE BID

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

Sl.No	JOB/ACTIVITY	UNIT OF MEASURE- MENT (Nos./ Kgs./Mtr./ words etc.	QUANTUM OF WORK ANNUAL	RATE QUOTED/UNIT (RS.)	TOTAL VALUE (E=C*D) (RS)
	A	B	C	D	E
1	Typing (letter, enquiry, annexure & reports)	No.	20000.00	XXXXXXXXXX	XXXXXXXXXX
2	Miscellaneous (transport req.g/h booking, gate passes & filling)	No.	83000.00	XXXXXXXXXX	XXXXXXXXXX
3	DATA PUNCHING & CHECKING (inspection call, cash data turnover / despatch / other data)	No.	1000000.00	XXXXXXXXXX	XXXXXXXXXX
4	Despatch (letter, invoice, making sets of documents)	No.	125000.00	XXXXXXXXXX	XXXXXXXXXX
5	Making Xerox	No.	350000.00	XXXXXXXXXX	XXXXXXXXXX
6	PRINTING JOBS(lette, enquiry, annexure & report)	No.	125000.00	XXXXXXXXXX	XXXXXXXXXX
7	CLEANING (table, chair, telephone, doors, windows computers)	No.	28000.00	XXXXXXXXXX	XXXXXXXXXX
8	SERVICE (water, tea, coffee etc.)	No.	58513.00	XXXXXXXXXX	XXXXXXXXXX
9	Making Set of manual & Test Reports	No.	3000.00	XXXXXXXXXX	XXXXXXXXXX
				Total	XXXXXXXXXX

NOTE: Total of column E should match with Sl No. 18 of schedule "J"(b)

Signature of contractor with seal and date

Note: This sheet is applicable where contractor man power required

We hereby accepted above (signature & seal of bidder)

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Seal & Signature of BHEL contracting authority

BASIS OF OFFER

(This is only for reference purpose. Actual estimate may differ across departments)

(sample for USW)

1	Technological Man Hours required		14440.00
2	Technological Man Days required (Figure of Sl.No. 1 divided by 8)		1805.00
3(i)*	Minimum current wage/day of Appropriate Government (USW)	Rs.	296.60
3(ii)	Additional Amount /day (USW)	Rs.	123.08
4	Total of wages per day (USW)(Sl.No. 3(i) +3(ii))	Rs.	419.68
5	Total Wages(Sl.No. 2*4)	Rs.	757522.40
6	Provision for extra wages @ 5% of Sl. No. 5	Rs.	37876.12
7	Contingency @ 6% of Sl.No.5 due to revision of DA Rates and increase in minimum wages accordingly.	Rs.	45451.34
8	Contingency @ 6% of Sl.No.6 due to revision of DA Rates and increase in minimum wages accordingly.	Rs.	2272.57
9	Total contingency (Sl.No. 7+8)	Rs.	47723.91
10*	PF/EDLI/Pension Employer's contribution @ 13.36% on Sl. No.5 & 7 coverage of maximum Rs.15000/- [(Sl.No. 2 x 15000/-) / 310 of 13.36%] x 12	Rs.	107277.29
11*	ESI Employer's Contribution @ 4.75% (Calculated on Amount. Of Sl.No. 5,6 & 9)	Rs.	40048.32
12	Provision for uniforms, uniform stitching charges, shoes, helmet (Sl.No.2/310 x Rs.925/-)	Rs.	5385.89
13	Provision of Personal Accident insurance (24x7) @ Rs.500/- (Sl.No.2/310 x Rs.500/-)	Rs.	2911.29
14	Contingency @ 20% of Sl.No. 13	Rs.	582.26
15	Total (Sl.No..5+6+9+10+11+12+13+14)	Rs.	999327.47
16	Contractors Commission (_____ % of total of Sl.No.15)	Rs.	XXXXXXXXXX
17*	Statutory minimum Bonus @ 7000/- (i.e.(7000*Total Man-days at Sl. No.2)/310) for one year	Rs.	40758.06
18	Total of Sl.No. (15+16+17)	Rs.	XXXXXXXXXX
19*	Service Tax as applicable on Sl. No. 18	Rs.	XXXXXXXXXX
20	Total value of contract (18+19)	Rs.	XXXXXXXXXX

* The contributions are based on rates as defined by respective Governments and may change from time to time.

Note: In case of contract where helmet is not required Rs.925/- shall be considered at Sl.No. 12.

Note: Figure against Sl No. 18 should match with total value of column E of schedule "J" (a)

We hereby accepted above (signature & seal of bidder)

Seal & Signature of BHEL contracting authority

Schedule: "J"(b)

- (A) Conditions for price bid schedule: "j" for this tender enquiry.
1. Technical bid and price bid 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 (schedule: j (a)) at sl.no. D & E sl.no.16, 18, 19, 20 of the basis of offer (schedule: j (b)) of the price bid format should be filled by the contractor. If any fixed figure in the price bid format is changed then the bid shall be straightway rejected/ by-passed.
 3. The total value of price bid that is the total of column e of price bid (schedule: j (a)) should match/tally with figure at sl.no. 18 of the basis of offer (schedule: j (b)) of the price bid. If these two values are different then the offer may be by-passed.
 4. If any other addition is made or any condition is added by the bidder in the price bid format then the offer shall be by-passed.
 5. Contractor has to comply with payment of minimum wages and other statutory levies as per provision of the respective acts.
- (B) Guidelines for dealing with "discrepancy in words & figures – quoted in price bid".
In case of non-conformities/errors/discrepancies are observed between the quoted prices in figures and that in words, following guidelines are to be followed:-
- (a) In the price structure quoted for service contract, if there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the tenderer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall be govern and the unit price corrected accordingly.
 - (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
 - (c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
 - (d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the tenderer, the bid is liable to be ignored.

IN CASE MORE THAN ONE CONTRACTOR QUOTED THE L 1 (LOWEST AND TECHNICALLY ACCEPTED) RATES, THE WORK MAY BE AWARDED THROUGH DRAW OF LOTS.

We hereby accepted above (signature & seal of bidder)

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Seal & Signature of BHEL contracting authority

Schedule: K

Annexure: I

गेट पास आवेदन

(ठेकेदार के संविदा श्रमिकों हेतु)

१. ठेकेदार का नाम _____
२. कार्य का स्वरूप _____
३. कार्य आदेश सं./दिनांक _____
४. कार्य आदेश अवधि _____ एवं _____
५. कार्य स्थल (विभाग एवं कोठ) _____
६. गेट का नाम जिससे प्रवेश वर्द्धिमान होगा _____
७. कर्मचारी की ड्यूटी का समय _____

संविदा श्रमिक का व्यवितगत विवरण

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

संविदा श्रमिक का नाम _____

जन्म तिथि/मृत्यु _____

स्थायी पता _____

वर्तमान पता _____

श्रमिक
संविदा क का
हस्ताक्षर युक्त फोटो
ठेकेदार द्वारा सत्यापित

मोबाइल _____

भविष्य निधि खाता संख्या _____

कर्मचारी रा.बी. निगम खाता संख्या _____

(संविदा श्रमिक के हस्ताक्षर/दिनांक)

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

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

या
आबंटित गेज स

हस्ताक्षर आबंटनकर्ता
विभागाध्यक्ष-मा.सं./सं.प्र. प्रभारी के हस्ताक्षर

(दिनांक एवं मोहर सहित)

के० ओ० सु० ब० द्वारा भरने के लिए

पासों के विन्यासहीन रहने तक _____

से _____

को कारखाने में प्रवेश हेतु अनुमति दी जाती है।

जारी होने की तिथि से
२५ तारीख को के० ओ० सु० ब० बल द्वारा नवीनीकृत किया जायेगा।

तक ही वैध होगी तथा प्रत्येक माह/तीन दिन के पश्चात्

हस्ताक्षर उप कमान्डेन्ट के० ओ० सु० ब० इकाई
बी०एच०ई०एल० इकाई (अप्र०)

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Schedule: "K"

ANNEXURE-II

FORM XIV

(See Rule 76)
Employment Card

Name and address of Contractor

Nature of work and location of work

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

Name and address of Principal
Employer

1. Name of the workmen

2. Serial No. in the register of workmen
employed

3. Nature of employment/designation

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


5. Wage period

6. Tenure of employment

Remarks.

Signature of contractor.

We hereby accepted above (signature & seal of bidder)


Seal & Signature of BHEL contracting authority

Schedule: K (Annexure:-IV)

FORM XVII

[See Rule 78(1) (a)(i)]

Register of Wages

Name and Address of Contractor

Nature and location of works

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

Name and address of Principal
Employer

Wage period: Monthly

Sl. No.	Name of workman	Serial No. in the register of workman	Designation / nature of work done	No. of days worked	Units of works done
1	2	3	4	5	6

Daily-rate of wages/piece rate	Amount of wages earned				Total
	Basic wages	Dearness Allowances	Overtime	Other cash payments (Nature of payment to be indicated)	
7	8	9	10	11	12

Deductions, if any, (indicate nature)	Net amount paid	Signature / Thumb impression of workman	Initial of contractor or his representative
13	14	15	16

SIGNATURE & SEAL OF THE CONTRACTOR

Verified that Wages disbursed to labors mentioned in Sr. No 2 through bank on.....(date)
(Sign & Seal of Executive Incharge)

We hereby accepted above (signature & seal of bidder)

Seal & Signature of BHEL contracting authority