

INDENT NO :

Tender Document

1. The tender document has been detailed as follows:

S. No.	Description	Annexure No.	No.of pages
1	Terms & condition of Tender	A	3
2	Work specification	B	2
3	Qualifying Requirements	C	2
4	Instructions to Tenders	D	2
5	Tender Evaluation Criteria	E	1
6	Contractors obligations	F	6
7	General terms & conditions(also comprises Annexure I,II,III & IV)	G	8+4
8	Criteria for measurement of work	H	2
9	Technical bid	I	3
10	Price Bid	J(a)& (b)	2+2
11	Agreement	K	1
12	Self-declaration	C1	1

The bidder shall submit the duly filled in Technical Bid and Price bid separately.
 The following documents shall be enclosed to the Technical Bid and Price Bid:

Technical Bid			
Sl.No.	Annexure No.	Details	Remarks
1	D	Instructions to the tender	The acceptance to be given by the bidder by signing on all the pages
2	F	Contractor's Obligations	
3	G	General Terms and Conditions	
4	I	Performa for submitting Technical Bid	The information to be filled and duly signed by the bidder on all the pages
5	Earnest Money Deposit (EMD)		

Price Bid

Sl.no.	Annexure No	Detail	remarks
1	J	Price bid	The information to be filled and signed on all the pages

The offer shall be complete in all respects. The bidder shall submit the 'technical bid' and 'price bid' in two different sealed envelopes duly super scribing the Tender no. and type of bid. These two bids shall be kept together in third envelope, duly sealed, and the following information super-scribed on it:

TERMS & CONDITION OF TENDER

1	Scope of work	Service contract for Material handling at central store CFP Rudrapur for two years
2	Duration of contract	Two years form award of Contract.
3	Work specification	As per Annexure 'B'
4	Qualifying Requirements	As per Annexure 'C'
5	Tender Evaluation Criteria	This is a two part bid where in the technical bids shall be opened first and techno-commercially evaluated as per the evaluation criteria mentioned at Annexure 'E'. Later only the technically & commercially qualified bidders shall be considered for price bid opening.
6	Earnest Money Deposit(EMD)	WCM deptt may be decided

7	Cost of Tender Document	Nil
8	Security deposit (SD)	WCM deptt may be decided
9	BHEL reserves the right to accept or reject any of the bid/all bids or cancel/withdraw the invitation for bid without assigning any reason whatsoever and in such case no bidder /Intending bidders shall have any claim arising out of such action by BHEL.	
10	The quantity indicated in the work specification (Annexure B) is a projection based on the present requirements. The quantity may increase /decrease based on BHEL's order book position and production requirements.	
11	Annexure L-Agreement between successful bidder (L1) and BHEL before start of the work After successful award of work.	
12	In price bid format only the prices quoted in figures & words will be allowed ,if any overwriting is done in the price quoted/any other addition is made/any condition is added by the bidder in the price bid format and/or techno-commercial bid, then the offer may be liable for rejection.	
13	The tender shall be evaluated on total cost to BHEL .the total cost to BHEL shall be arrived at based on the cost for the overall package and shall be inclusive of service tax. The contact shall be awarded to the bidder who ranks L1 on total cost to BHEL.	

14	Execution of Contract	If awarded the contract, the Contractor shall deploy adequate competent manpower to perform the contract in Central store. Depending upon the available load at the given point of time, the Contractor shall be informed in advance regarding the need (if any) for deploying adequate manpower for executing the work in a given month.
15	PAYMENT	The contractor shall record the attendance of the manpower deployed in Central Store and the same shall be verified by the concerned Engineer of C. Store. The payment shall be made on quantum of work carried out by the manpower deployed by the Contractor during the month. Pursuant to due certification from the concerned Engineer, payment will be made to contractor on 'Rs./Kg' basis, preferably within 45 days of submission of invoice for the month.
16	Penal clause	By the 7 th of every month, the contractor shall make payment to the manpower deployed in Fabrication shop during the previous month. Any delay in making the payment to its manpower and effect on work due to the payment delay will be viewed seriously and would invite penal action against the Contractor.
17	In case of default by the L1 contractor while performing the contract, BHEL reserves the right to counter offer the L1 rate to other bidder(S) as per the order of their tender ranking for performance of the contract. This shall be done provided the L1 rate (evaluated on total cost to BHEL) is accepted by the L2 bidder. In case of non-acceptance of the L1 rate, the counter offer of L1 rate shall be extended to the next higher bidder(S) in the order of their tender ranking.	

Note: The contractor may personally visit the workplace and be conversant with job before submitting their bids.

I/We Agree with the above

(Signature of the Contractor

With Name, Designation & Seal)

Executive Incharge

ANNEXURE B

WORK SPECIFICATION

1. SCOPE OF WORK OF THE CONTRACTOR SHALL BE AS FOLLOWING:

- a. The contractor shall be responsible for "material handling work in Central Stores of, BHEL ,Rudrapur".The details are as under:

Sl No.	Description of work	Unit of Measurement	Quantum of work
1	Unloading & storage/ stacking of raw material, BOIs , hardware/fasteners & Busduct.	Kg	5993.3 MT
2	Shifting of material, segregation/weighment, counting packing of hardware& fasteners,Cu, structure & handling for issuance of material to pdn. And trf. Dept.	kg	1354.75MT

- b. The contractor shall be responsible for complying with all the applicable statutory acts & laws.
- c. Contractor may be required to work in 2-shifts.Contractors shall organize adequate work force to perform the contract.
- d. Contractor is advised to visit the work place to know the work content before submission of quotation.
- e. Contractor shall give undertaking for providing adequate manpower as per requirement of BHEL (up to 20nos. per day as and when required) during execution of contract.
- f. Tenders should confirm the following work related requirement:

ANNEXURE B

- i. The contractor shall depute adequate manpower for completion of the work within the stipulated time period. In order to ensure the proper credentials of the persons deployed for execution of the contract, the Contractor shall depute the manpower with the approval of the Head /C.S.,CFP BHEL Rudrapur.
- ii. If in the opinion of the concerned Engineer-in-Charge, the manpower employed by the Contractor is not adequate to complete the work, the Contractor shall increase the manpower as per the directions of the Engineer-in-charge. Likewise, if in the opinion of the concerned Engineer-in-charge, the manpower employed by the Contractor is to be reduced based on the available load at the given point of time, the Contractor shall decrease the manpower as per the directions of the Engineer-in-charge.
- iii. The personal protective equipment, helmets, shoes, tools and tackles etc. group insurance shall be provided by the contractor from the commencement of the contract for entire contract period. No separate reimbursement shall be made by BHEL to this account. Payment shall be made as per rates quoted by the contractor.
- iv. In case any worker leaves the job or fresh worker is deployed then providing helmets, shoes, tools and tackles group insurance etc. to the fresh worker will also be in contractor scope and no extra amount shall be payable to this account by BHEL.

2. MEASUREMENT OF WORK & PAYMENT:

- a) The work shall be measured in terms of weight (kilogram) and payment made on 'Rs/Kg' basis.
- b) The payment shall be made by every month, on receipt of the attendance record, duly certified by the concerned engineer of Central Store.
- c) All the payments will be subject to deduction of Tax at source applicable as per law.

3. ESTIMATED QUANTUM OF WORKS: 7348 MT+- 10%

I/we agree with the above

Signature of Contractor with Seal

executive Incharge



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BHARAT HEAVY ELECTRICALS LIMITED
COMPONENT FABRICATION PLANT - RUDRAPUR

Self Declaration

1. I/we have never been found guilty by a court of law in India for any crimes of fraud, dishonesty or moral turpitude.
2. I/we have never been blacklisted/under hold/banned or delisted by BHEL Rudrapur or any unit/office of BHEL or any other organization on the date of tender.
3. I/We undertake to abide by all statutory and regulatory requirements while carrying out work at BHEL Rudrapur.

(Signature of the Contractor with Name, Designation & Seal)

ANNEXURE D

INSTRUCTIONS TO BIDDERS

This tender is in two Bid System (Techno Commercial Bid & Price Bid)

1. The tender is to be processed in two parts viz. 1) Techno Commercial bid and 2) price/rate bid. The Technical Bid Application (Annexure-1) 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-----
TECHNOCOMMERCIAL BID". EMD /cost of Tender Document or Documents required as per qualifying requirements must be enclosed. The second envelope duly sealed should contain the price bid (Annexure-J) only super scribed as "(Name of Work)-----**PRICE BID**". Any other enclosures, which the tender 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. one price bid also more than will be rejected.
2. Both the technical bid and price bid sealed envelopes must be again sent in a single envelope duly sealed and super scribed as "TENDER FOR TENDER NO-----DUE TO DATE OF OPENING-----the same should be dropped in the tender box kept in the MM Department New Building, BHEL Rudrapur, within the specified date and time by the representative of the tenderer.
3. All tenders 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 authorized officials, only those tenders who are technically found suitable will be considered for price bid opening. The Bidder(s) whose technical bid has been accepted, would be informed in advance about the Price Bid opening.
4. All entries in the tender document should be in one ink. Corrections, over writing, cutting, etc. Will not be permitted. All the columns in the tender form should be duly signed & stamped by the tenderer before submission.
5. The price 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 & including service Tax.



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6. The rate quoted will be valid for the period of Contract.
7. The contract will be commence on the date as applicable against the contract and shall be valid as per the validity period off the contract. The contract may be extended further on mutually agreed terms and conditions.

I/we agree with the above

(Signature of Contractor

with Name ,Designation & Seal)

Executive Incharge

ANNEXURE E

TENDER EVALUATION CRITERIA

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

1. The bid submitted by the bidder shall be checked for its completeness and technically evaluated based on the information and documents submitted against the stated 'Qualifying Requirements' mentioned at Annexure 'C' and Annexure 'I'. If necessary, BHEL officials may also visit the tenderer's office & their client's place to evaluate the capability and assess the performance. Capability of the Contractor will also be assessed on the basis of employee's supervisors on their rolls, previous track record, experience on other organizations (If applicable), etc.
2. After the above process, successful techno commercial qualified bidder(s) only will be invited for opening of the price bid.
3. The total cost to BHEL shall be worked out for the overall package inclusive of tax. Please also refer Sl.No-17 of Annexure A. The contractor shall be awarded the work on over all L-1 basis if otherwise not specified in the tender.

I/we agree with the above

(Signature of Contractor
with Name ,Designation & Seal)

Executive Incharge

ANNEXURE F

CONTRACTOR'S OBLIGATIONS

A) 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. In order to ensure the proper credentials of the persons deployed for execution of the contract, the Contractor shall depute the manpower with the approval of the Head/C.S.BHEL, Rudrapur.
- b) Contractor **shall supervise the work** allotted to him and to be carried out by his employees.
- c) Contractor 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 shall give an undertaking for providing the list of Un-skilled manpower to BHEL during execution of contract. The contractor shall depute adequate manpower for completion of the work within the stipulated time period.
- e) The contractor shall provide the list of manpower deployed and the same will be countersigned by the concerned Engineer In-charge of BHEL. If in the opinion of the concerned Engineer-in-charge, the manpower employed by the Contractor is not adequate to complete the work, the Contractor shall increase the manpower as per the directions of the Engineer-in-charge, the manpower employed by the Contractor is to be reduced based on the available load at the given point of time, the Contractor shall decrease the manpower as per the directions of the Engineer-in-charge.
- f) **Contractor to maintain appropriate records of his employees** deployed to carry out the job(s). Contractor shall maintain neatly written, complete and legible registers, records, reports and returns for inspection by various authorities at short notice.

- g) Contractor shall ensure Personal Accident Insurance (24x7) policy of Contract workers from (Govt.undre taking company) the coverage shall be of Rs.5 lakhs per individual .the coverage shall be of 24 Hrs.(Accident Death cover)The sum assured (Rs.5 Lakhs)shall become payable to the nominee in the event of death of insured without proper insurance cover, 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 the contractor shall be responsible for suitable extension of accidental insurance during the extended period of contract. Gate pass of the contract labour shall be issued only after taking the insurance cover.
- h) Contractor will keep 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-contact the job without prior written permission.
- i) **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.
- j) The contractor has to provide distinct uniform different from BHEL employees (dungry) along with stitching charges to his workers. The uniform should have badges bearing 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. There shall be no reimbursement of uniform, shoes in case of extension of contract.
- k) Contractor to ensure that all precautions are taken for safety of his employees and equipment's. Contractor shall provide shoe, helmet, personal protective equipment & maintain the same at his own cost. Contractor shall ensure that his workers wear dungaree and other required safety appliances, apparels/ equipment's inside factory. There shall be no reimbursement of shoes, helmet, and personal protective equipment in case of extension of contract.

In case any worker leaves the job or fresh worker is deployed then also providing helmets , shoes, tools and tackles accident insurance etc.to the fresh worker shall be in contractor scope and no extra amount shall be payable to this account by BHEL.

- l) In the event of termination of contract for any reason whatsoever, the **contractor shall withdraw all his employees'** form the establishment of BHEL .The last payment shall be released only after the Contractor has surrendered all passes to BHEL. In case it is found that the workers of the contractor are inside the premises of BHEL with an invalid permit, the Contractor is liable for penal action. In case contractor decides to terminate services of his employees, **he should settle all terminal dues required.**
- m) Contractor shall within 5 days of commencement/completion of work order submit Form VI-A to RLC office. The first & final bill shall be processed only on clearance regarding submission of Form VI-A & VI-B by contractor.

B) Towards supply of tools, tackles and materials

- a) Contractor shall provide to his employees all tools, tackles, material, equipment's 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, personal protective equipment & maintain the same at his own cost.
- c) Contractor shall ensure that his workers wear dungaree, shoes, helmet and other required safety appliances, apparels/equipment's 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 s Annexure 'G' of tis tender.
- b) Contractor shall indemnify BHEL against all claims by statutory authorities and losses under various Labour Laws, status or any civil or criminal law in connection with employees deployed by him.
- c) The contractor shall make the payment to the respective bank accounts of the workers deployed by him before expiry of 7 days form the last day of wage period (wage period shall be from 1st day of the month to the last date of the month)and furnish the bank statement in this statement in the regard. In case, the contractor is unable to make the payment through bank, he shall record the reasons and be responsible for disbursement of wages in the presence of the authorized representative of contract operating division, who shall record under his signature at the end of entries in the

Register of wages. Any default by the contractor making timely payments would attract serious penal action.

- d) Contractor to obtain license under the provisions of CL(R & A) Act.

D) TOWARDS STATUTORY LIABILITY

- a) All statutory requirements under:

- minimum wages Act, 1948
- Payment of Wages Act, 1936
- workmen Compensation Act, 1923
- EPF and MP Act, 1952
- Payment of Gratuity Act, 1972
- ESI Act, 1948
- the Contractor 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) 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.
- c) Contractor shall ensure payment of statutorily prescribed minimum wages as applicable from time to time in the presence of authorized representative of BHEL and maintain proper records of their timely disbursement. 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.
- d) Contractor to provide PF pass book to his employees and ensure payment of PF, EDLI, Pension dues under EPF and MP Act, 1952 to the RPFC.
- e) Contractor shall ensure payment of ESI contribution under ESI Act, 1948 and provide ESI membership no. / Card of each employee. In case any exemption is claimed, copy of the exemption order shall be provided.

- f) 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. The contractor will be required to comply PF/ESI and other statutory contribution payments of wages of his employees.
- g) Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.
- h) Contractor shall be solely responsible for non-payment /delayed payment of wages /DA, contributions under EPF and MP Act, ESI Act etc.
- i) In case the Contractor fails to make payment of wages to his employees or remittances of contributions 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.
- j) Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, Statutes or any Civil or Criminal Laws in connection with the employees deployed by him.
- k) The liability for any compensation on account of injury sustained by an employee of the Contractor will be exclusively that of the Contractor.
- l) Contractor to obtain insurance cover for his employees/equipment /tools &tackles etc. and take 3rd 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.
- m) Contractor should have independent code numbers / exemptions under EPF and MP Act, 1952 and ESI Act, 1948 and shall cover his employees under the said codes.
- n) Payment of Bonus under the Payment of Bonus Act, payment of gratuity under the Gratuity Act, and retrenchment compensation under the relevant Act will be the sole responsibility of the Contractor.
- o) Over and above the daily wage rate, payment shall be made for leave with wages.
- p) Contractor shall observe provisions of the Factories Act in respect of working hours, holidays, rest intervals, leave and overtime to his employees. No work shall be done on 2nd or 3rd shift, overtime, Sundays or on other declared holidays without prior written permission.
- q) In case the Contractor employs women as employees, he will discharge his obligation under law, in respect of such women workers like 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.
- r) Contractor shall be responsible for making payment of wages before expiry of 7 days from the last day of wage period and shall ensure disbursement of wages in the



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COMPONENT FABRICATION PLANT - RUDRAPUR

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.

I/ We Agree with the above

(Signature of the Contractor

with Name, Designation & Seal)

Executive Incharge



BHARAT HEAVY ELECTRICALS LIMITED

(A Government Of India Undertaking)

CFP- RUDRAPUR – 263 153, Distt.- U.S.Nagar (Uttarakhand)

Tel No.: 91-5944-257295,257221

Fax No.: 91-5944-243605

ANNEXURE G

GENERAL TERMS & CONDITIONS FOR OPERATION OF SERVICE CONTRACT

1. Labour license and other requirements :-

- 1.0 Contractor should possess Labour license in case of contractors working in BHEL, Rudrapur and deploying 20 or more labours on any day, from the Appropriate authority for carrying out the various activities mentioned in the contract document.
- 1.1 The contractor shall deploy such number of workers in the premise of BHEL, Rudrapur, 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 Rudrapur exceeds the number of labour allowed in the licence then the contractor shall immediately inform the HR and concerned department. The contractor shall also apply to the licensing officer in the region for amendment in the license within 7 days of exceeding the number of labours mentioned in the licence.
- 1.3 Regarding labour licence, the following has to be taken care of in case of contractors NOT working in BHEL, Rudrapur or has less than 20 workers on his rolls.
- 1.3A The contractor should possess valid labour licence issued by any licensing authority if he has deployed 20 or more workers in any organization.
- 1.3 B After being eligible to apply as above, if the contractor is awarded the contract then he should apply for Form-V from BHEL to obtain Labour Licence from Appropriate Government and submit the same within one month from the date of award of contract. Till then award will be treated as PROVISIONAL.
- 1.4 The contractor shall submit copy of PAN card and latest IT return.
- 1.5 The contractor must possess Service Tax Registration number under relevant code head.
- 1.6 The contractor should possess VAT/TIN Number if material is supplied/consumed. The contractor should not be disqualified from bidding in case the contractor does not have TIN No. However, he shall have to produce TIN No. before opening of Price bid.
- 1.7 Stamp Duty: Contractor should deposit stamp duty for agreement as per Annexure L, before start of the contract, as per Stamp Duty Act.



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ANNEXURE G

2.0 Appointment and entry in factory premises:

2.1 The contractor shall submit the following to HR, contracting department and BHEL gate.

- (a) The details of the worker proposed to be deployed in Annexure-I
- (b) Character certificate issued by Competent Authority / Office or Proof of remittance of fees for character certificate at Competent Authority/ office. Further he should submit the character certificate within 60 days failing which he will be discontinued.
- (c) Copy of employment card issued by contractor to his own worker.-Annexure II

2.2 After submission of documents as in para 2.1, the contractor shall issue photo identity card to the labour and submit to HR & C.S department. This identity card shall be forwarded by HR department & C.Store to Security guard at BHEL gate, which shall then authorize the labour to enter the factory premises.

2.3 The photo identity card shall have to be revalidated every three months on last working day of the month or any other date fixed to do so. In absence of such revalidation security guard at BHEL gate shall not allow any labour to enter the premises of BHEL Rudrapur.

2.4 The contractor shall maintain a register of persons employed by him in the format prescribed under Rule 75 of Contract Labour (R&A) Central Rules. A copy of this format is annexed as Annexure III.

3.0 Bills payment, attendance and payment of wages

3.1 The contractor shall pay minimum wages as applicable by Government rules and additional wages as decided by BHEL Rudrapur to his workers.

3.2 The contractor shall submit bills to the contracting department on 1st of each month subject to completion of one month work.

3.3 The contractor's bills should be accompanied with the following.

- a) The contractor should maintain attendance register by recording daily attendance duly signed by both contractor & contract worker.
- b) Copy of Measurement Book entries / Statement of work done by the contractor.



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ANNEXURE G

c) Statement of Minimum Wages of labours deployed by him under the Service contract, PF/ESI no. statutory deductions etc. in the format as in Annexure IV annexed to these terms and conditions. (Form XVII of Contract Labour (R&A) Rules.

d) PF and ESI challan for previous month-separate for concerned Works contract. Print of online challan alongwith list of contributing contract workers for ESI duly certified by the contractor.

e) Wage payment sheet for the bill period as per annexure 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 Licence if increase in no. of labours deployed against Work Order if applicable.

k) Copy of Challan of previous service tax paid

l) Proof of Personal Accident Insurance Policy alongwith 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 Finance latest by 5th Day of the following month.

3.5 After checking the Labour Laws compliances of the concerned works contract with HR department and after retaining copies of PF and ESI Challans and wage payment sheet pertaining to current month,annexure IV etc.,the executing department will forward the bill alongwith requisite documents (the bill in original and service tax challan) to 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 preferably within 45 days of bill by the contractor.



BHARAT HEAVY ELECTRICALS LIMITED

(A Government Of India Undertaking)

CFP- RUDRAPUR – 263 153, Distt.- U.S.Nagar (Uttarakhand)

Tel No.: 91-5944-257295,257221

Fax No.: 91-5944-243605

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

3.8 The contractor shall remit the cheques favouring RPFC and ESI in his respective region with the appropriate banks with such period as stipulated under relevant provisions . Last date for remittance of PF is 15 th and that in case of ESI is 21 st of each month.

3.9 The contractor shall make payment of wages to his workers preferably to their bank account(s).Else, the contract 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.

3.10 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.



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Employee's Contribution

12% of Normal wages paid

Employer's Contribution

PF Contribution	3.67%
Insp/Admn Charages	1.10%
Admn / Insp Charges	0.01%
Pension Fund	8.33%
EDLI Charges	0.5%

Total

13.61%

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

5.0 Employees State Insurance

5.1 The Contractor should allot ESI account number and get the nomination form, duly filled in, for 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 to his worker.

5.4 ESI CONTRIBUTION:-

Employee's Contribution

Employer Contribution

1.75 % of gross wages

4.75% of gross wages

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

5.6 The Contractor shall produce the following Registers and forms as per Contract Labour (R&A) Rules 1971 for verification by the Executing Officer of the company:-

(a) Form XII- Register of contractors (Rule 74)

(b) Form XIII-Register of Workmen employed by contractor (Rule 75)



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- (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- Wages 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 provision 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 L.E.O Office.

7.0 Discipline

7.1 The Contractor shall be responsible for the discipline of his own labours deployed under the contract. In case of any loss to the BHEL Rudrapur 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 year of age and person who has attained 60 years of age.

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



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8.0 Leave with wages to contract labour:-

Guidelines as per UP factories Rules 1950 should be strictly observed with regard to crediting 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 Rudrapur 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 Rudrapur. Contractor shall pay all claims /compensation /damages/penalty/fine or any amount payable by the Contractor.

9.2 That BHEL Rudrapur will not be responsible in any manner for any act, omission or commission of the workers engaged by contractor and no claim in this respect will lie against BHEL- Rudrapur. If any such claim is made against BHEL-Rudrapur by any worker or his heirs engaged/employed by the contractor, which BHEL-Rudrapur 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 -Rudrapur premises or otherwise, the contractor will be liable to indemnify /reimburse BHEL-Rudrapur all the money paid in addition to the expenses incurred by him. The contractor must indemnify and keep indemnified BHEL-Rudrapur 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/-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



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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:-

- a. Completion of work and certification of payment of minimum wages to contract labours from contracting department.
- b. Certificate of compliance of labour laws from HR department.
- c. Certificate of payment of Bonus by Contracting and HR Department.
- d. No-dues certificate regarding service tax payment, and any other dues liable to be remitted by contractor under financial laws, to Finance department.
- e. In case of non-satisfactory performance of the contract, BHEL shall have a right of forfeiting the security deposit. In case of any dispute decision of concerned Head of the Department will be final.

11.0 Settlement of dispute/jurisdiction/arbitration etc :-

BHEL Reserve the following rights:-



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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,

Rudrapur 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 without the prior written permission of BHEL.

11.2(A) Termination

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

BHEL reserves the right to suspend performance of any or all of its obligations under the contract. Such notice shall specify the obligation of which performance is to be suspended, the effective date of the suspension and the reasons therefore. The contractor shall thereupon suspend performance of such obligations until ordered in writing to resume such performance by the same authority that ordered for suspension.

11.3 Jurisdiction

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

11.4 Arbitration

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



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arbitration to any arbitrator to be appointed by the Head of the unit. The award of the arbitrator shall be final and binding on both the parties. The venue of the Arbitration shall be at 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 court.

I/We Agree with the above

(Signature of the Contractor

With Name, Designation & Seal)

Executive Incharge



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ANNEXURE H

MEASUREMENT OF WORK AND PAYMENTS THERE OF

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:-
3. Payments will be made to the contractor on the basis of work carried out by him on a monthly basis. The Contractor shall record the attendance of the manpower deployed in Central store and the same shall be vetted by the concerned Engineer of Central store. The payment shall be made on quantum of work carried out by the manpower deployed by the Contractor during the month. After due certification from the concerned Engineer(s), payment will be made to contractor on 'Rs/kg' basis within 45days of submission of invoice for the month.
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 shall be maintained by the contractor of the work carried out on daily basis & the same shall be verified by BHEL official, nominated for the same.

I/We Agree with the above

Signature of the Contractor

With Name. Designation & Seal)

Executive Incharge

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ANNEXURE I**PROFORMA FOR SUBMITTING TECHNICAL BID**

1.	Name of the firm (Essential)	
2.	Address and Contact Numbers (Essential)	
3.	Name of the Proprietor (Essential)	
4.	Registration Number of the Firm (Essential)	
	Copy of the Certificate	Enclosed/Not Enclosed
5.	Labour Licence Certificate (Essential)	
	Copy of the Licence	Enclosed/Not Enclosed
6.	PF Code Number (Desirable)	
	Copy of the Certificate	Enclosed/Not Enclosed
7.	ESI Code Number (Essential)	
	Copy of the Certificate	Enclosed/Not Enclosed
8(1)	PAN Number (Essential)	
8(2)	Income tax return last 3 yrs along with Balance Sheet & Profit & Loss A/c if applicable (Desirable)	Enclosed/Not Enclosed
9.	Service Tax Number (PAN Based) (Essential)	
10.	Experience Certificate (Desirable)	
	Copy of the Certificate	Enclosed/Not Enclosed
11.	No. of Workers including Supervisors on the rolls of the firm (Essential)	

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12.	Earnest Money Deposit (Essential)-copy to be enclosed	Rs.	
	D.D.Number & Date		
	Drawn on (Bank)		
13.	Tender Cost (Not Applicable)	Rs.00	
14.	Validity of offer	120 days from the date of tender opening	
15.	Blank Price bid format (Essential)	Enclosed/Not Enclosed	
16.	Whether documents submitted as per Annexure 'C' (Essential)	Yes/ No	

We will fulfill all the obligations of the contractor and abide by the Terms & Conditions mentioned in the enquiry. Our offer may be liable to be rejected in case we have not agreed to any terms & Conditions or in case of incomplete documentation.

Date:

(Signature of Contractor
With Name, Designation and Seal)

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TO BE FILLED BY L-1 BIDDER
AFTER PRICE BID OPENING.

ANNEXURE J (b)

BASIS OF OFFER

SL.	DETAILS	UNIT	COST (RS.)
1	Technological man hours required	Hours	26657.28
2	Technological man days required (fig. of Sl. No. 1 divided by 8)	Days	3332.16
3 i	Minimum wages per day of appropriate government for USW as applicable as per the present rate of Rs. 283. (Ref: BHE:RU:HR:CL 2016 Dated 24.02.2016	Rs.	283.00
3 ii	Additional amount per days as per BHEL Rudrapur circular	Rs.	123.08
4	Total of wages per day (Sl. No. 3 i + 3 ii)	Rs.	406.08
5	Total Wages (Sl. No. 2x4)	Rs.	1,353,123.53
6	Provision of extra wages @ 0% of Sl. No. 5	Rs.	-
7	Contingency @ 6.33% of Sl. No.5 due to revision of DA Rates and increase in minimum wages accordingly	Rs.	85,652.72
8	Contingency @ 0% of Sl. No. 6 due to revision of additional amount Rates (Not applicable for BHEL, Rudrapur	Rs.	-
9	Total Contingency (Sl. No. 7+8)	Rs.	85,652.72
10	PF/ED/Pension Employer's contribution @ 13.61% (Calculated on Amount of Sl. No. 5 & 7, coverage of maximum Rs. 15000/- [{Sl. No. 2 x 15000/-}/312 of 13.61%] x 12	Rs.	195,817.45
11	ESI Employer's Contribution @ 4.75% (Calculated on Amount of Sl. No. 5,6 & 9)	Rs.	68,341.87
12	Provision for helmet, other safety items, uniforms, shoes, group insurance @ (Sl. No.2/312 x Rs. 1175/-)	Rs.	12,549.00
13	Provision of Personal Accident insurance (24x7) @ Rs.500/- (Sl. No. 2/312 x Rs. 500/-)	Rs.	5,340.00



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ANNEXURE J (b)

TENDER ENQUIRY NO: BHEL/CFP/CS/16-18/01

DT: 24.05.2016

1. All blank spaces i.e. row no. 16,18,19,20 and 21 of Annexure J (b) is to be filled in by the bidder as per given formula. Based on the total value that is arrived at Row no 21 of Annexure J (b) , the bidder has to work out the price on 'Rs./kg' against each item of work and fill in the blank spaces in Columns 'C' and 'D' of Annexure J (a) accordingly. If any fixed figure in the price bid format is changed then the bid shall be summarily rejected.
2. The total value of price bid that is the total of column 'D' with service tax@14.5% of Annexure J (a) should match/tally with figure at S.no.21 of Annexure J (b). If these two values are different then the offer shall liable to be rejected.
3. If any other addition is made or any condition is added by the bidder in the price bid format then the offer shall liable to be rejected.
4. Contractor has to comply with payment of minimum wages as fixed by the appropriate government and additional wages recommended by BHEL and other statutory levies as per provision of the respective acts.
5. Contractor has to comply with the labour laws and other statutory requirements.

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

Date:

Signature & Name of Contractor with Seal

Executive In charge



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ANNEXURE K

AGREEMENT

THIS AGREEMENT made this _____ day of _____ between

M/s _____ Company / Partnership firm/ Contractor Firm duly registered with
_____ and having Registration No. _____ and having its registered office
at _____ hereinafter referred to as _____

(which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns) of the first part

AND

Bharat Heavy Electricals Limited, CFP, Rudrapur , a company incorporated under the Companies Act 1956 and having its registered office at BHEL House, Siri Fort, New Delhi-110049 hereinafter referred to as "BHEL" (which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns) of the second part.

WHEREAS

A) The BHEL desires to engage a Contractor for the work of _____

B) The _____ (name of contractor) which is a specialized agency for the work of
_____ in different establishments has agreed to undertake the aforesaid work on job contract basis.

NOW THEREFORE IT IS AGREED BETWEEN THE PARTIES:

The Scope, terms and conditions of this agreement are stipulated in Annexures-A, B & G which form part of this Agreement.

IN WITNESS WHEREOF the parties hereto through their authorized representatives have signed these presents on the day, month and year mentioned above.

For & on behalf of Contractor

(Authorized Signatory)
Name & Designation

WITNESS:

1. Signature, Designation & Address

For & on behalf of BHEL, Rudrapur

(Authorized Signatory)
Name & Designation

WITNESS:

1. Signature, Designation & Address