



TENDER DOCUMENT

For Labour supply Contract
For Tender Enquiry No.: **FIN/TS/001**

For

**“Labour Supply Contract for Data Punching, Dak Distribution & Other Office
Work at Finance Department”**

Contact Person:

Name: Anshuman Sharma
Designation: Dy. Mgr (CMM)
Email: anshuman.sharma@bhel.in
PH: 0510-2412784

Tender Due Date: 14.08.2020 at 13:15 Hrs.
Tender Opening Date: 14.08.2020 at 14:00 Hrs.

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PARTII: PRICE BID

(Separate envelope)

S. No.	Section	Page nos.
1.	PRICE BID (JS 145)	1-page

Schedule-‘A’

Proforma for submitting technical bid for labour supply contract

Details of bidder and Documents To Be Submitted Along With Technical Bid

Please number your documents in continuation with tender documents at bottom (footer) of page.

(कृपया निविदा प्रपत्र के साथ संलग्न किये गये अपने दस्तावेजों पर निविदा प्रपत्र के क्रम में पेज में सबसे नीचे पेज संख्या अंकित करें)

S.No	Particular	Detail	
1.	Name of the firm		
2.	Name of the Proprietor/Partners		
3.	Address		
4.	Mobile No-		
5.	E-mail ID-		
Essential Documents			
	Particular	Detail	Page No
6.	Acceptance of Terms & conditions Signature on all pages without conditions of contractor	Submitted/ Not submitted	
7.	Blank price bid format duly signed by the contractor.	Submitted/ Not submitted	
8.	Copy of PF registration	PF no-	
9.	Copy of ESI Registration	ESI No-	
10.	Copy of PAN card	PAN No-	
11.	Copy of GST registration	GST No-	
12.	Self declaration as per as per annexure V on Rs 100 stamp paper .	Submitted/ Not submitted	
13.	Copy of ownership of firm (Refer page 11 point 11)	Submitted/ Not submitted	
14.	Reciept of tender fees deposition	Amt-	
15.	Reciept of EMD deposition	Amt-	
15.	Copy of turn over for last three year (refer point 8 of page 10) i. 2017-18 ii. 2018-19 iii. 2019-20	Submitted/ Not submitted	
	Work Experience (refer point 9&10 page 11)		



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16.	i. Work order ii. Completion Certificate iii. Relevant TDS/TRACES (in case of Experience in private sector)	Submitted/ Not submitted	
Desirable Documents			
17.	Copy of Income Tax return i. F.Y 2017-18 ii. F.Y 2018-19 iii. F.Y 2019-20	Submitted/ Not submitted	

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

Date :-

Signature With Name & Seal

NOTICE INVITING TENDER



Schedule-‘B’

NOTICE FOR INVITING TENDER

S. No	Particulars	Details
1	Brief Description of work	<i>Labour supply for data punching, dak distribution & other office work at Finance Department</i>
2	Tender Evaluation Criteria	<i>(as per Schedule A)</i>
3	Duration of Contract	<i>One year from the date of award of contract</i>
4	Last date of receipt of the Tender	<i>Up to 13:15 hrs. on 14.08.2020</i>
5	Date of opening of Techno – Commercial Bid.	<i>14:00 hrs. on 14.08.2020</i>
6	Address for submitting the Tender	<i>(as in clause II (C) if GTC)</i>
7	Earnest Money Deposit * (EMD)	<i>Rs 43,830/-</i>
8	Cost of Tender	<i>Rs 500/-plus 18% GST (as applicable) = Total Rs. 590 (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)</i>
9	Validity of Offer	<i>90 Days</i>
10	Security Deposit	<i>The total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit. Refer clause IX (A) of GTC.</i>
11	Contract award distribution	<i>All the eligible bidders will be categorized from L1 To LH bidder (LH will be the bidder who quoted highest rate) on basis of their quoted rates & Contract will be awarded to L1 Bidder Only. In case of equal rates at the same level, toss/lottery shall be drawn among all the contractors having quoted equal rates for grading from lower to higher rates. This list shall be referred for award of work.</i>

Note:

EMD “*”:

For works/ services with estimates up to Rs 10 Crs	2% of the estimated cost
For works/ services with estimates more than Rs 10 Crs	20 lakhs plus 1% of the estimated cost over Rs 10 crs.

The EMD may be accepted only in the following forms:

Electronic Fund Transfer credited in BHEL account (before tender opening)

BHEL account details: Bank Name: - SBI; A/c No.: - 10670828866; IFSCCode: - SBIN0003807



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A/c Holder Name: - BHARAT HEAVY ELECTRICALS LIMITED

(iii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer)

In case total EMD amount is more than Rs 20 Lakh, the amount in excess of Rs 20 lakh may be accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for at least 6 months.

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"

Part-I Techno Commercial bid:

Part I of the sealed tenders alone will be opened by BHEL in the presence of tenderers who are present at the time & place of opening. A signed blank price-bid copy should be enclosed with this bid. The spaces for prices should be crossed (x).

Part-II Price bid:

The price bid should contain prices only. Price bid will be opened only for the parties who qualify in techno commercial bid.

TO BE SIGNED BY THE TENDERER

Certified that all Sections of the Tender have been read / complied & agreed to, and each page of the tender offer has been signed & stamped.

(Signature of Authorized person(s))

Name and designation of Authorized Person(s)

Schedule : 'C'

PRE QUALIFYING REQUIREMENTS

1. The bidder should have independent ESI Code number
2. The bidder should have PAN/TAN number
3. The bidder should have Pan Based GST number
4. Undertaking duly signed, with seal and stamp of the bidder, on Stamp Paper of Rs 100/- as per annexure "V".
5. Documentary proof in support of above eligibility criteria along with EMD shall be submitted along with Techno Commercial Bid.
6. Blank Price Bid as per Annexure 'X'.
7. Financial Strength and Experience:-

- i) **Average Annual financial turnover** during the last 3 years, ending 31st March 2020, Should be at least Rs. 6.57 lakhs. Duly audited Financial statement/ Balance sheet/ Certificate from CA to be submitted as a supporting document.

If all the balance sheets/Financial statements are not available for all the three years, then the average shall be calculated by dividing the sum of turnover of submitted Financial statement/ Balance sheet/ Certificate from CA for three years.

Note-Provisional /Actual Turnover for financial year 2019-20 duly certified by CA shall also be acceptable for evaluation purpose.

- ii) **Experience** of having successfully completed similar work (any service/works contract/works on labour basis) during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following: -

- a. Three similar works each costing not less than Rs **8.77** Lakhs
Or
- b. Two similar works each costing not less than Rs **10.96** Lakhs
Or
- c. One similar work, each costing not less than Rs **17.54** Lakhs

Note: Similar work to be defined by the concerned department Documentary proof (Execution Certificate) for the experience to be submitted along with Technical Bid. In case of experience in Private Sector relevant TDS/Traces Certificate must be attached as evidence.

Bidder who is executing similar contracts in BHEL Jhansi of requisite value shall be considered as qualified for participation in bid against experience clause, if their performance is found satisfactory in the running contract. The bidder have to submit the work order copy as documentary proof.

8. In case of experience in Government Organization/ PSU/ Semi- Government, following documents must be attached:

(i) Copy of Work order/ Purchase Order. (ii) Copy of Work Completion Certificate.

9. In case of experience in Private Sector, following documents must be attached: (i) Copy of Work order/ Purchase Order. (ii) Copy of Work Completion Certificate. (iii) TDS / Traces Certificate.



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10. The bidder should submit the required documents for the proof of their firm as legal entity as given below:

- (i) Partnership Firm: Partnership Deed registered at the office of Registrar of Firms.
- (ii) Company: Certified copy of Memorandum of Association, Article of Association and Incorporation Certificate.
- (iii) Society: Registration certificate issued by Registrar of societies.
- (iv) Sole Proprietor-ship Firm: Undertaking on oath (Rs. 100 stamp paper) that Proprietor is solely responsible for all rights and liabilities while working under the name and style of Sole Proprietorship firm namely (_____).



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GENERAL TERMS AND CONDITIONS OF ENQUIRY (JHS 2055B R04)

UPLOADED IN SPERATE FILE -PAGE NO 01 TO 14

(To be signed by contractor and submitted along with bid.)

गेट पास आवेदन प्रपत्र

Annexure "I"

(टेकेदार के कर्मचारियों/आपूर्तिकर्ताओं/कोरियर सेवा कर्म0 आदि के उपयोग हेतु)

1. टेकेदार का नाम
2. कार्य का स्वरूप
3. कार्य आदेश सं./दिनांक
4. कार्य आदेश अवधि
5. कार्य स्थल (विभाग)
6. गेट का नाम जिससे प्रवेश /वर्हिगन होगा
7. कर्मचारी की ड्यूटी का समय

संविदा श्रमिक का व्यक्तिगत विवरण

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

संविदा श्रमिक का नामजन्म तिथि/आयु.....

पिता का नाम पहचान चिन्ह

स्थायी पतावर्तमान पता.....

शैक्षिक योग्यतातकनीकी योग्यता

आधार कार्ड संख्या..... मोबाइल नं.

भविष्य निधि खाता संख्याकर्मचारी रा.बी निगम खाता सं.....

(संविदा श्रमिक के हस्ताक्षर/दिनांक)

कारखाना प्रबन्धक / शॉप प्रभारी के हस्ताक्षर

टेकेदार या उसके सुपरवाइजर के हस्ताक्षर

(दिनांक एवं मोहर सहित)

(दिनांक एवं मोहर सहित)

आवंटित गेट पास सं0..... दिनांकहस्ताक्षर आवंटनकर्ता.....

विभागाध्यक्ष – मा.सं./सं.श्र.प्र. प्रभारी के हस्ताक्षर

(दिनांक एवं मोहर सहित)

के0ओ0सु0ब0 द्वारा भरने के लिए

पासों के विचाराधीन रहने तकसे.....तक श्री

नियोजकको कारखाने में प्रवेश हेतु अनुमति दी जाती है।

पास संख्याजारी होने की तिथि से दिनांकतक ही वैध होगी तथा प्रत्येक माह / तीन दिन के पश्चात 25 तारीख को के0 औ0 सु0 बल द्वारा नवीनीकृत किया जायेगा।

हस्ताक्षर उप कमान्डेन्ट के0 औ0 सु0 ब0 इकाई

बी0 एच0 ई0 एल0 झॉसी (उ0 प्र0)

संविदा श्रमिक
का हस्ताक्षर
युक्त फोटो
(टेकेदार द्वारा
सत्यापित)



Bharat Heavy Electricals Limited, Jhansi

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FORM XIV

Annexure "II"

(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

Remark

FORM XIII

(See Rule 75)

Register of workmen employed by contractor

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

S.No.	Name and surname of workman	Age and sex	Father's Husband's Name	Nature of employment / designation	Permanent home address of workmen (village and tehsil) and taluk and district	Local address	Date of commencement of employment	Signature of thump impression of workmen	Date of termination of employment	Reasons for termination	Remark

Note: Register of wages as per form XVII is mandatory to be maintained for each month

FORM XVII

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

Register of Wages

Name and Address of Contractor

Name and address of Establishment in / under

----- which contract is carried on -----

Nature and location of works

----- 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

Amount of wages earned

Daily – rate of wages/piece rate	Basic wages	Dearness Allowances	Overtime	Other cash payments (Nature of payment to be indicated)	Total
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
1	2	3	4

SIGNATURE OF THE CONTRACTOR

Verified that Wages disbursed to labours mentioned in Sr No 2 through bank on --- (date)

(Executive Incharge)

Self-Declaration

1. I / We have not been found guilty by a Court of law in India for any crimes of fraud, dishonesty or moral turpitude.
2. I / We are not been blacklisted/under hold/banned or delisted by BHEL Jhansi or any Unit/office of BHEL or any other organization, before or till, on the date of tender opening.
3. I / We shall not be influenced by anyone in deployment of labour, for this contract.
4. I / We will deploy persons preferably with experience developed in BHEL Jhansi, for this contract.
5. I / We will ensure that the manpower deployed for this contract shall be competent to carry out the assigned task.
6. I / We shall deploy manpower after acceptance of the Head of the Executing Department.
7. I / We agree that BHEL shall reserve the right to reject any labour deployed – if found not having the requisite documents, proficiency, experience, etc for the relevant task, or if found involved in any misconduct.
8. I / We undertake that we shall pay minimum wages to the labour employed by us for this contract, and also undertake to abide by all statutory and regulatory requirements, as also to the references, terms and conditions mentioned in the tender document, while carrying out work at BHEL Jhansi.

(Signature of the Contractor with Name. Designation &

Seal)

Note: On Rs. 100/- Stamp paper.

Annexure VI

CONTRACT AGREEMENT

THIS AGREEMENT MADE THIS ____ DAY OF ____ between BHARAT HEAVY ELECTRICALS LIMITED, Jhansi (A Government of India Enterprise) a Company incorporated under the Companies Act 1956, having its registered office at BHEL House, Siri Fort, New Delhi - 110 049 (hereinafter called BHEL) of the ONE PART

AND

M/s _____ (hereinafter called the 'Contractor') of the SECOND PART WHEREAS M/s _____ State that they have acquired and possess extensive experience in the field of _____ And whereas in response to an Invitation to Tender No. _____ issued by BHEL for the execution of _____ The Contractor submitted their offer And whereas BHEL has accepted the offer of the Contractor on terms and conditions specified in the work order No. _____ dated: _____ read with the reference cited therein.

THIS AGREEMENT WITNESSESS AND it is hereby agreed by and between the parties as follows: That the Contractor shall execute the work of _____ and more particularly described in Tender specification (hereinafter called the said works) in accordance with and subject to terms and conditions contained in these presents, Instructions to Tenderers, General Terms and Conditions of Enquiry , Special Conditions, annexure, work order No. _____ dated: _____ and such other instructions, drawings, specifications given to him from time to time by BHEL. The Contractor is required to furnish to BHEL Security Deposit in the forms of cash/approved securities / Bank Guarantee valid up to _____ for a sum of Rs _____ only towards satisfactory performance and completion of the Contract.

The Contractor has furnished a Guarantee for a sum of Rs _____ in favour of BHEL towards Security Deposit Bank Guarantee No. _____ of _____ Bank, Branch _____

That in consideration of the payments to be made to the contractor by BHEL in accordance with this Agreement the Contractor hereby convenience and undertakes with BHEL that they shall execute, construct, complete the works in conformity, in all respects, with the terms and conditions specified in this Agreement and the documents governing the same.

That the Contractor shall be deemed to have carefully examined this Agreement and the documents governing the same and to have satisfied himself as to the nature and character of the works to be executed by him.

Annexure VI

CONTRACT AGREEMENT

That the Contractor shall carry out and complete the execution of the said works to the entire satisfaction of the Engineer or such other officer authorized by BHEL, within agreed time schedule, the time of completion being the essence of the Contract.

That BHEL shall, after proper scrutiny of the bills submitted by the Contractor; pay to him during the progress of the said works such sum as determined by BHEL in accordance with this Agreement.

That this Agreement shall be deemed to have come into force from the date on which the letter of intent has been issued to the Contractor.

That whenever under this contract or otherwise, any sum of money shall be recoverable from a payable by the Contractor, the same may be deducted in the manner as set out in the General Conditions of Contract or other conditions governing this Agreement.

That all charges on account of Octroi, Terminal and other Taxes including sales tax or other duties on material obtained for execution of the said works shall be borne and paid by the Contractor.

That BHEL shall be entitled to deduct from the Contractor's running bills or otherwise Income Tax under Section 194(C) of the Income Tax Act, 1961.

That BHEL shall be further entitled to recover from the running bills of the contractor or otherwise such sum as may be determined by BHEL from time to time in respect of consumables supplied by BHEL, hire charges for tools and plants issued (where applicable) and any other dues owed by the contractor.

That it is hereby agreed by and between the parties that non-exercise, forbearance or omission of any of the powers conferred on BHEL and/or any of its authorities will not in any manner constitute waiver of the conditions here to contained in these presents and the liability of the Contractor with respect to compensation payable to BHEL or Contractor's obligations shall remain unaffected.

The following documents shall also form part of & shall govern this Agreement:-

(a) Invitation to Tender No. _____ dated: _____ and the documents Specified therein.

Annexure VI

CONTRACT AGREEMENT

(b) Contractor's Offer no _____ dated _____

(c) Work order No. _____ dated: _____

IN WITNESS HEREOF, the parties hereto have respectively set their signature in the presence of:

(CONTRACTOR)

To be signed by a person holding a valid Power of Attorney

WITNESS: -1.

2.....

(On behalf of Bharat heavy Electricals
For and on behalf of Bharat Heavy

Ltd, Jhansi) WITNESS: -
Electricals Ltd, Jhansi

1.

2.

Enclosed:

100 Rs. stamp paper no. _____ is part of agreement.

Annexure VII

(Indemnity bond)

क्षतिपूर्ति बन्धनामा;

सेवा में,
भारत हेवी इलेक्ट्रीकल्स लिमिटेड झांसी
द्वारा एकजीक्यूटिव डायरेक्टर भारत हेवी इलेक्ट्रीकल्स लिमिटेड झांसी

यह कि मैं ठेकेदार आयु..... वर्ष पुत्र
.... भारत हेवी इलेक्ट्रीकल्स लिमिटेड झांसी के पक्ष में निम्नलिखित क्षतिपूर्ति बन्धनामा निष्पादित करता हूँ:-

यह कि मुझ ठेकेदार निष्पादक को भारत हेवी इलेक्ट्रीकल्स लिमिटेड झांसी से कार्यादेश संख्या दिनांक..... के अनुसार

..... के कार्य करने का ठेका मिला है और कार्यादेश के अन्तर्गत मुझे कार्य करने में श्रमिकों के साथ-साथ कार्य संपादन हेतु आवश्यक सामग्री ले जाने / उसे उचित स्थल पर पहुंचाने व इसके अतिरिक्त उक्त सामग्री के उपयोग करते समय या उसके उपरान्त किसी भी कारण से किसी भी प्रकार की दुर्घटना अथवा अन्य किसी भी कारण या प्रकार से किसी को कोई भी हानि हो सकती है। मैं उक्त ठेकेदार निष्पादक उक्त ठेके के कार्य निष्पादन में या उसके फलस्वरूप होने वाली हर प्रकार की हानि अन्य किसी भी प्रकार की कारित क्षति के लिये उत्तरदायी रहूंगा और भेल झांसी को इसके फलस्वरूप होने वाली समस्त क्षतियों की क्षतिपूर्तियों व अन्य समस्त क्षतियों की क्षतिपूर्तियों व अन्य समस्त राशियों के भुगतान करने के लिये बाध्य रहूंगा।

अतः यह क्षतिपूर्ति बन्धनामा (Indemnity Bond) आज दिनांक को झांसी में साक्षियों की उपस्थितियों में निष्पादित किया ताकि वक्त जरूरत पर काम आवे।

- | हस्ताक्षर साक्षी | निष्पादक / ठेकेदार |
|---------------------|--------------------|
| 1. हस्ताक्षर साक्षी | हस्ताक्षर |
| नाम:- | |
| पिता का नाम | नाम |
| निवासी | पिता का नाम |
| | निवासी |
| 2. हस्ताक्षर साक्षी | |
| नाम:- | |
| पिता का नाम | |
| निवासी | |

Note: On Rs. 100/- Non-Judicial Stamp paper.

Annexure VIII

CHECKLIST FOR DOCUMENTS OF THE ENQUIRY FOR WORKS CONTRACTS

1. Documents in support of the Pre Qualification Criteria
2. General Terms and Conditions of the Enquiry, duly signed, with seal and stamp of the Bidder.
3. Annexure-I -Photo Identity card issued by the Contractor to their labour for issue of Gate Pass
4. Annexure-II-Copy of employment card issued by Contractor to their worker
5. Annexure-III -Register to be maintained by Contractor towards the labour Employed
6. Annexure-IV -Statement of Wages of Labour employed by the Contractor.
7. Annexure V –Undertaking duly signed, with seal and stamp of the Bidder, on stamp Paper of Rs 100 /-
8. Annexure-VI -Agreement between BHEL and Contractor
9. Annexure-VII -Indemnity Bond to be submitted by Contractor
10. Annexure-VIII -Checklist for documents
11. Annexure-IX -Format for Bank Guarantee in lieu of Security Deposit
12. Format JS 146 -Price Bid Sheet for Works Contracts (in a separate envelope)
13. Format JS 472 – Blank Price Bid Sheet for Works Contracts
14. Tender Cost
15. EMD
16. Annexure-XI -Partial Work completion certificate
17. Integrity Pact (if applicable) to be duly signed, with seal and stamp of the Bidder
Bidder details with Contact name, address, phone no, e mail, PAN No, GSTIN No,
18. Aadhar number, UAN number (if any), Digital Signature Certificate for PF & ESI, etc.
19. Any other document as called for in the Enquiry.

I / we undertake that we shall submit the documents as called for in the Enquiry and that our bid is liable to be rejected in case of incomplete documentation .

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