



TENDER DOCUMENT

For Tender Enquiry No. : CDC/TS/17-18/124

For

**“SERVICE CONTRACT FOR
OFFICE WORK &
MISCELLANEOUS SERVICES
IN CDC”**

Contact Persons:

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Tender Due Date: 05/12/2017 at 13:15 Hrs

Tender Opening Date : 05/12/2017 at 14:00 Hrs

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

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Department: CENTRAL DISPATCH CELL (CDC)
BHEL, PO: BHEL, Jhansi 284120 (UP)

DETAILS OF TENDER DOCUMENT

SCOPE of work:

“SERVICE CONTRACT FOR OFFICE WORK & MISCELLANEOUS SERVICES IN CDC”

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. “ should reach us in a sealed cover on or before as 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	"SERVICE CONTRACT FOR OFFICE WORK & MISCELLANEOUS SERVICES IN CDC"
2	Tender Evaluation Criteria	(as per Schedule E)
3	Duration of Contract	1 Year from date of approval
4	Last date of receipt of the Tender	Upto 13:15 hrs on dt 05/12/2017
5	Date of opening of Techno – Commercial Bid.	14:00 hrs on dt 05/12/2017
6	Address for submitting the Tender	(as on page 2)
7	Earnest Money Deposit * (EMD)	Rs 56,000
8	Cost of Tender	<i>Rs 500 plus 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 from date of opening of technical bid</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 Schedule D1 (Pg 7) for more details.</i>
11	MSME Clause	MSME registered suppliers are exempted from submission of EMD and Tender fee. Suppliers to submit relevant document as a proof of MSME registration.

Note:

EMD "*" :

For works/ services with estimates upto 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**

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 atleast 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"

Schedule: 'B'

SCOPE OF WORK :

"SERVICE CONTRACT FOR OFFICE WORK & MISCELLANEOUS SERVICES IN CDC"

WORK SPECIFICATION:

DETAILS OF WORK

Sl. No	JOB/ACTIVITY	Unit Of Measurem	QUANTUM OF WORK ANNUAL
1	TYPING of approvals, tender document, letters etc)	Nos.	74432
2	Miscellaneous work like Issue of gate passes, verification of material recd / loaded, assistance in checking billing document. Filing of Tender document, offers, Billing / Material Recpt / Dispatch documents etc	Nos.	1270042
3	Data Punching & Checking (in DAN & Packing section)	Nos.	1300000
4	Distribution of Dak (Dispatch documents, Invoice, approval files, bills etc)	Nos.	60000
5	Making Photocopy	Nos. of copies	94776
6	PRINTING JOBS (Letter, tenders, approvals notes, DAN, packing list & other reports)	Nos. of pages	30240
7	CLEANING (Table, chair, telephone, doors, windows, computers)	Nos.	57960
8	SERVING (Water, tea, coffee etc.)	Nos.	12072
9	Making set of dispatch documents	Nos.	26880

QUALIFYING REQUIREMENTS

1. Should have independent ESI Code number. Should have registration in labour department.
2. Should have PAN/TAN number
3. Should have Pan Based Goods & Service Tax number
4. Should have independent ESI code number.
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 (Annexure-V, Schedule K)
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 2017, should be at least Rs 8.29 Lakhs.
 - ii) **Experience** of having successfully completed / partially completed any works/ Service contract 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 works each costing not less than Rs 11.05 Lakhs
Or
 - b. Two works each costing not less than Rs 13.80 Lakhs
Or
 - c. One work, each costing not less than Rs 22.09 Lakhs
9. Documentary proof (Execution Certificate) for the experience to be submitted along with Technical Bid. In case of experience in Private Sector relevant TDS Certificate must be attached as evidence.

INSTRUCTIONS TO TENDERERS

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".
 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 "*(Name of Work as mentioned in page 2 of tender document)* 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 super scribed as "TENDER FOR TENDER NO (*tender no as mentioned in page 1 of tender document*) Due date of opening (*date as mentioned in page 1 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 authorized 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, Goods & Service Tax shall be payable extra as applicable.

Schedule: 'D'

7. The rate of commission quoted by the bidder shall be firm and same 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 (R.A) after Techno-Commercial evaluation instead of submitted related Price Bid. Bidder should confirm participation in Reverse Auction along with Techno-Commercial Bid. Non acceptance to participate in R.A. may result in non consideration of your bid in case BHEL decides to go for R.A.
10. All the terms and conditions of the contract with respect to Taxes and Duties are subject to the new taxation laws introduced from time to time (eg. GST). The terms and conditions will be modified in accordance with the provisions of new laws (eg. GST).

Schedule D1

Security Deposit:

1) Modes of deposit:

The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:

- i) Cash (as permissible under the extant Income Tax Act)
- ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
- iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
- iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
- v) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)

(Note: BHEL will not be liable or responsible in any manner for the collection of interest

or renewal of the documents or in any other matter connected therewith. Waiver will be available as per Works policy 2016 available on BHEL intranet)

2) Collection of Security:

At least 50% of the required Security Deposit, including the EMD, should be collected before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.

If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.

The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of the authority competent to award the work.

3) Security Deposit shall be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract.

4) The Security Deposit shall not carry any interest.

Stamp duty applicable as per Indian Stamp Act 1899 is as follows:-

Sl	Performance Security Deposit	Stamp Duty Applicable
1.	Pay Order, Demand Draft, Local Cheque of scheduled banks	Rs 125/- per Rs.1000
2.	Securities available from Post Offices such as NSC, Kisan Vikas Patras etc and Fixed Deposit Receipt (FDR) issued by Scheduled Banks/Public Financial Institutions	Rs 70/- per Rs.1000
3.	Bank Guarantee from scheduled Banks/Public Financial Institutions	Rs.5/- per Rs.1000 limited to Rs.10,000/-

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). The commission shall be up to 2 digit of decimal place in amount of denomination of Rupees/ Paise.
5. The percentage commission should be quoted in two decimal places only. The commission in percentage should be quoted only in non-zero value. Any deviation will be rejected.

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.

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- 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) As per scope of work, BHEL shall provide all tools, tackle, material, equipment as specified in contract free of cost unless specified in the contract.
- 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***

**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 Goods & Service Tax Registration number under relevant code head.
- 1.6 The contractor should possess GST Number if material is supplied/consumed. The contractor should not be disqualified from bidding in case the contractor does not have GST No. However, he shall have to produce GST 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.

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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 three 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 123.08 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.

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- 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 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 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, Annexure-IV etc., will forward the bill along with requisite documents (the bill in original and Goods & Service Tax Challan) to finance department, if compliances found duly completed and complied. Finance department shall on satisfactory compliances of stamp duty charges, Goods & 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 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, mandatorily 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.

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- 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. Each worker must have his/her Provident Fund KYC completed and his respective UAN must have been allocated.
- 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:

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	0.65%
	(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	13.16%

- 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.

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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/-, 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.



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Schedule: 'G'

- 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 from contractor regarding Goods & Service Tax payment & 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:-

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.

Schedule: 'G'

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'

CRITERIA FOR 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: -

Sl. No	JOB/ACTIVITY	Unit Of Measure	QUANTUM OF WORK ANNUAL
1	TYPING of approvals, tender document, letters etc)	Nos.	74432
2	Miscellaneous work like Issue of gate passes, verification of material recd / loaded, assistance in checking billing document. Filing of Tender document, offers, Billing / Material Recpt / Dispatch documents etc	Nos.	1270042
3	Data Punching & Checking (in DAN & Packing section)	Nos.	1300000
4	Distribution of Dak (Dispatch documents, Invoice, approval files, bills etc)	Nos.	60000
5	Making Photocopy	Nos. of copies	94776
6	PRINTING JOBS (Letter, tenders, approvals notes, DAN, packing list & other reports)	Nos. of pages	30240
7	CLEANING (Table, chair, telephone, doors, windows, computers)	Nos.	57960
8	SERVING (Water, tea, coffee etc.)	Nos.	12072
9	Making set of dispatch documents	Nos.	26880

- 3) Payments will be made to the contractor on the basis of work carried out by him on a monthly basis, within 30 days from the date of submission of clear bill.
- 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.

Schedule: 'I'

TECHNICAL BID FORMAT FOR:

“SERVICE CONTRACT FOR OFFICE WORK & MISCELLANEOUS SERVICES IN CDC”

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. Goods & Service Tax Number(PAN Based) : _____ (Essential)
10. Experience Certificate : Enclosed / Not Enclosed (Essential)
(Along with balance sheet & profit and loss account/ turnover certificate
Issued by CA)
11. No. of Workers including Supervisors : _____ (Essential)
on the rolls of the firm
12. Earnest Money Deposit :Rs. _____ (Essential)
a) D.D. Number & Date : _____ Date
b) Drawn on (Bank) : _____



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Schedule: 'I'

13. Any other relevant information : _____
14. Tender Cost :Rs. _____ (Essential)
D.D.No. : _____
15. Validity of offer : 90 days from the date of
tender Opening.
16. 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 tender.

Signature with Name
& Office Seal

Date:

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

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.	QUANTU M OF WORK ANNUAL	RATE QUOTED/ UNIT (RS.)	TOTAL VALUE (E=C*D) (RS)
	A	B	C	D	E
1	TYPING of approvals, tender document, letters etc)	Nos.	74432		
2	Miscellaneous work like Issue of gate passes, verification of material recd / loaded, assistance in checking billing document. Filing of Tender document, offers, Billing / Material Recpt / Dispatch documents etc	Nos.	1270042		
3	Data Punching & Checking (in DAN & Packing section)	Nos.	1300000		
4	Distribution of Dak (Dispatch documents, Invoice, approval files, bills etc)	Nos.	60000		
5	Making Photocopy	Nos. of copies	94776		
6	PRINTING JOBS (Letter, tenders, approvals notes, DAN, packing list & other reports)	Nos. of pages	30240		
7	CLEANING (Table, chair, telephone, doors, windows, computers)	Nos.	57960		
8	SERVING (Water, tea, coffee etc.)	Nos.	12072		
9	Making set of dispatch documents	Nos.	26880		
				Total	2761659

Goods & Service Tax will be paid extra as applicable.

Note – The evaluation of L1 shall be based on total value of contract, i.e. Total of Column "E".

- This sheet is applicable where contractor man power required

Signature of contractor with seal and date

Schedule: "J"(b)

BASIS OF OFFER

1	Technological Man Hours required		32272
2	Technological Man Days required (Figure of Sl.No. 1 divided by 8)		4034
3(i)*	Minimum current wage/day of Appropriate Government (USW)	Rs.	346.44
3(ii)	Additional Amount /day (USW)	Rs.	123.08
4	Total of wages per day (USW)(Sl.No. 3(i) +3(ii))	Rs.	469.52
5	Total Wages(Sl.No. 2*4)	Rs.	1894044
6	Provision for extra wages @ 5% of Sl. No. 5	Rs.	94702
7	Contingency @ 6% of Sl.No.5 due to revision of DA Rates and increase in minimum wages accordingly.	Rs.	113643
8	Contingency @ 6% of Sl.No.6 due to revision of DA Rates and increase in minimum wages accordingly.	Rs.	5682
9	Total contingency (Sl.No. 7+8)	Rs.	119325
10*	PF/EDLI/Pension Employer's contribution @ 13.16% on Sl. No.5 & 7 coverage of maximum Rs.15000/- [(Sl.No. 2 x 15000/-) / 310 of 13.16%] x 12	Rs.	264212
11*	ESI Employer's Contribution @ 4.75% (Calculated on Amount. Of Sl.No. 5,6 & 9)	Rs.	100133
12	Provision for uniforms, uniform stitching charges, shoes, helmet (Sl.No.2/310 x Rs. 1175/-)	Rs.	15290
13	Provision of Personal Accident insurance (24x7) @ Rs.500/- (Sl.No.2/310 x Rs.500/-)	Rs.	6506
14	Contingency @ 20% of Sl.No. 13	Rs.	1301
15	Total (Sl.No..5+6+9+10+11+12+13+14)	Rs.	2495513
16	Contractors Commission (_____% of total of Sl.No.15)	Rs.	
17*	Statutory minimum Bonus (@ 7000/- or minimum wages of appropriate govt. whichever is maximum) *Total Man-days at Sl. No.2/310) for one year	Rs.	116415
18	Total of Sl.No. (15+16+17)	Rs.	2761659
19	Goods & Service Tax shall be as applicable @18% of SL No. 18	%	

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

Note: In case of credit is not available as denied by GST portal due to improper documentation or wrong uploading of data by bidder, the same will be recovered from the bidder along with interest , if any.

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 Column no. D & E; SL. no.16, 18, 19 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 of a tie between two or more lowest bidders, snap bid shall be called with discount on the offered rates. If snap bid is not feasible then the L1 shall be decided with lottery system.

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
५. कार्य स्थल (विभाग एवं कोड) एवं

--	--	--	--	--
६. गेट का नाम जिससे प्रवेश/वर्हिगन होगा
७. 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 नाम.....जन्म तिथि/आयु.....

पिता का नाम.....पहचान चिन्ह.....

स्थायी पता.....वर्तमान पता.....

.....

शैक्षिक योग्यता.....

तकनीकी योग्यता.....

आधार न०.....मोबाइल न०.....

संविदा श्रमिक का
हस्ताक्षर युक्त फोटो
ठेकेदार द्वारा सत्यापित)

भविष्य निधि खाता संख्या

--	--	--	--	--	--	--	--	--	--

कर्मचारी रा.बी. निगम खाता संख्या

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(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)

आबंटित गेट पास सं०.....दिनांक.....हस्ताक्षर आबंटनकर्ता.....

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

(दिनांक एवं मोहर सहित)

के० ओ० सु० ब० द्वारा भरने के लिए

पासों के विचाराधीन रहने तक.....से.....तक श्री.....

नियोजक.....को कारखाने में प्रवेश हेतु अनुमति दी जाती है।

पास संख्या.....जारी होने की तिथि से दिनांक.....तक ही वैध होगी तथा प्रत्येक माह/तीन दिन के पश्चात्
२५ तारीख को के० ओ० सु० ब० द्वारा नवीनीकृत किया जायेगा।

हस्ताक्षर उप कमान्डेन्ट के० ओ० सु० ब० इकाई
बी०एच०ई०एल० झॉसी (उ०प्र०)



Bharat Heavy Electricals Limited, Jhansi

Department: CENTRALDISPATCHCELL

Tender Enquiry No:/TS/...../.....

TD:2016-17, Rev:01

Schedule: "K"

ANNEXURE-II

FORM XtV

(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.



TD:2017-18, Rev:00

Schedule: K

ANNEXURE - III

FORM XIII

[See Rule 75)

Register of workmen employed by contractor

Name and address of contractor

Name and location of work

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

Name and address of Principal Employer

Sl. No.	Name and surname of workman	Age and Sex	Father's/Husband's name	Nature of employment/designation	Permanent home address of workman (village and tehsil) and taluk and district	Local address	Date of commencement of employment	Signature or thumb impression of workman	Date of termination of employment	Reasons for termination	Remarks
1	2	3	4	5	6	7	8	9	10	11	12



Bharat Heavy Electricals Limited, Jhansi

Department: CENTRAL DISPATCH CELL

Tender Enquiry No: CDC/TS/17-18/124

TD: 2017-18, REV 00

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

	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
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



Bharat Heavy Electricals Limited, Jhansi

Department: CENTRAL DISPATCH CELL

Tender Enquiry No: CDC/TS/17-18/124

TD: 2017-18, REV 00

Schedule: K

(Annexure:-V)

(Self-Declaration format to be made on Company's letter head)

TO WHOM SO EVER IT MAY CONCERN

This is to certify that our firm is not blacklisted/under hold from BHEL Jhansi or banned by any unit/region/office of BHEL.

This is to certify that we / our firm is not guilty by a Court of Law in India for any offence involving fraud, dishonesty and moral turpitude

(Signature of Authorized Signatory)



Bharat Heavy Electricals Limited, Jhansi

Department: CENTRAL DISPATCH CELL

Tender Enquiry No: CDC/TS/17-18/124

TD: 2017-18, REV 00

ANNEXURE 'L'

GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION

Against this enquiry for the subject item/system with detailed scope of supply as per enquiry specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e. ON LINE BIDDING (through a service provider). The philosophy followed for reverse auction shall be English Reverse (NO ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit online sealed bid' in the Reverse Auction. Non-submission of 'online sealed bid' by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form (annexure IV) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. In case BHEL decides not to go for Reverse Auction Procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.
12. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the 'Business Rules of Reverse Auction', which will be communicated before the Reverse Auction.
13. If the Bidder or any of his representatives are found to be involved in Price manipulation/cartel formation of any kind, directly or indirectly by communicating with other bidders, action *as per extant BHEL guidelines*, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
15. In case BHEL decides to go for reverse auction, the H1 bidder (s) (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

We hereby accepted above (signature & seal of bidder)

Seal & Signature of BHEL contracting authority