

After checking the Labour Laws compliances with respect to the concerned contract, HR department after retaining copies of PF and ESI Challans and wage payment sheet pertaining to the relevant months, annexure IV etc., will forward the bill along with requisite documents (the bill in original and Service Tax Challan) to finance department. Finance department shall on satisfactory compliances of stamp duty charges, service tax and security deposit amount, make payment as per contract.

Finance department shall, on satisfactory compliance, and after deduction on account of Security deposit amount and TDS will make payment to the contractor.


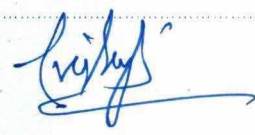

7.0 Provident Fund

- a. The contractor should get independent EPF code before deployment of his contract worker against work contract.
- b. 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.
- c. 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.
- d. After termination of contract the contractor shall provide due assistance to the employee for withdrawal of PF/pension amount, when due.
- e. 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.

7.1 PF CONTRIBUTION :

Employee's Contribution	Employer's Contribution	
12% of Normal wages paid (Coverage Rs.6500/- on Employee's/ Employers Contribution)	PF Contribution	3.67%
	Insp/ Admn Charges	1.10%
	Admn/ Insp Charges	0.01%
	Pension Fund	8.33%
	EDLI Charges	0.5%
	Total	13.61%

7.2 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.

I/We agree with the above
Signature of Contractor with Seal

Executive In-Charge

8 Employees State Insurance

- a) The Contractor should allot ESI account number and get the nomination form, duly filled in, from each employee deployed by him at the time of joining.
- b) 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.
- c) The contractor shall facilitate collection of issued ESI cards by his worker.

8.1 ESI CONTRIBUTION:-

Employee's Contribution
1.75% of gross wages

Employer Contribution
4.75% of gross wages

- 8.2 The Contractor shall submit annual returns in Form-6 prescribed under ESI Act, deployed by him with a copy to HR and finance department
- 8.3 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 XIII - Register of Workmen employed by contractor (Rule 75)
 - b) Form XIV - Employment Card issued by contractor (Rule 76)
 - c) Form XVI - Muster Roll 78(1) (a) (i)
 - d) Form XVII - Register of Wages (Rule 78 (1) (a) (i))
 - e) Form XVIII - Register of wages-cum Muster Roll (in case of weekly Payment)
 - f) Form XIX - Wage Slip (Rule 78)(1) (b)
 - g) Form XX - Register of deduction for damages of loss (Rule (78)(1) (a) (ii))
 - h) Form XXI - Register of fines (Rule 78) (1) (a) (ii)
 - i) Form XXII - Register of advance (Rule 78) (1) (a) (ii)
 - j) Form XXIII - Register of overtime (Rule 78) (1) (a) (iii)
 - k) Form XXIV - Return to be sent by the contractor to licensing officer (Rule 82)
 - l) Form XII - Register of Adult Workers
 - m) Form XIV - Leave with wage register
 - n) Form XV - Leave book

- 8.4 Contractor shall fully abide by the provisions of various applicable labour Act/laws and all other enactments as applicable for such contracts.

9.0 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.

I/We agree with the above
Signature of Contractor with Seal

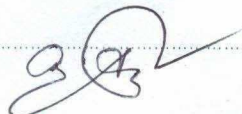
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10.0 LEAVE WITH WAGES TO THEIR EMPLOYEES :-

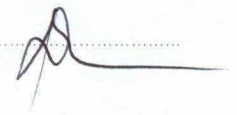
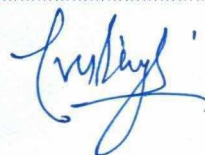
- 10.1 Guidelines as per factories Act 1948 & U P factories Rules 1950 should be strictly observed with regard to crediting / availing of leave of absence. Register as prescribed under the said rules should be maintained by the contractor.
- 10.2 The contractor will give three paid National Holidays to his employees.

11.0 INDEMNITY BOND/ COMPLIANCE OF LEGAL PROVISION/ INTIGRITY PACT

- a. 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.
- b. 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 statue 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.
- c. The Contractor has to make an agreement with BHEL in the format prescribed only on Rs. 100/- Non-Judicial Stamp Paper.
- d. In case of contract estimate is equal to or more that Rs. 10 Corer Integrity Pact to be signed and submitted by the bidder along with the tender documents by the bidder.



I/We agree with the above
Signature of Contractor with Seal

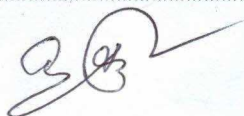


Executive In-Charge

12.0 OTHER GENERAL TERMS AND CONDITIONS :-**Legal compliance**

- a) 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.
- b) The work shall be supervised by the contractor or through the authorized representatives on day to day basis.
- c) 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.
- d) 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.
- e) Security deposit will be released on submission of following certificates from departments mentioned as under:-
- i) Completion of work and certification of payment of minimum wages to employees from contracting department.
 - ii) Certificate of compliance of labour laws from Contracting Deptt and verified by HR department.
 - iii) Certificate of payment of Bonus by Contracting Deptt and verified by HR Department
 - iv) No dues certificate from contractor regarding Service Tax payment & any other dues liable to remitted by contractor under Financial Laws to Finance department.
 - v) 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 .

I/We agree with the above
Signature of Contractor with Seal



Executive In-Charge

13.0 Risk & Cost: If the Contractor fails to perform/execute the work within time or fail to perform as per the specification prescribed in tender or acted in violation to prescribed terms and conditions, BHEL-Jhansi shall be entitled to terminate the Contract and take recourse to alternate source to get the work done at the risk and cost of the Contractor. In such case Contractor shall make good the loss to BHEL. BHEL shall be entitled to recover the difference in cost, if any incurred by BHEL due to getting the work done from alternate source. However, in such case Contractor shall not be entitled for any gain.

14.0 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.

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

16.0 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.

17.0 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.

18.0 JURISDICTION

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

I/We agree with the above
Signature of Contractor with Seal

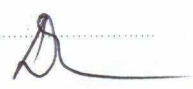
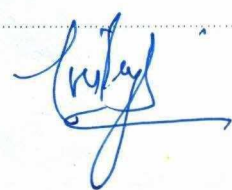
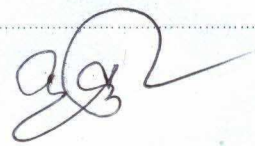
Executive In-Charge

19.0 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 arbitration to any arbitrator to be appointed by the Head of the unit (BHEL Jhansi).

The award of the arbitrator shall be final and binding on both the parties. The venue of the Arbitration shall be at Jhansi 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 Jhansi court.

I/We agree with the above
Signature of Contractor with Seal



Executive In-Charge

P&D

गेट पास आवेदन प्रपत्र

ANNEXURE - I (II)

(ठिकेदार के कर्मचारियों/आपूर्तिकर्ताओं/कोरियर सेवा कर्मों आदि के उपयोग हेतु)

1. ठिकेदार 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/वर्तमान हीमा
7. कर्मचारी की इयूटी का संख्या

संविदा श्रमिक का व्यक्तिगत विवरण

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

संविदा श्रमिक का
हस्ताक्षर युक्त फोटो
(ठिकेदार द्वारा सत्यापित)

कर्मचारी का नाम..... जन्म तिथि/आयु.....
 पिता का नाम..... पहचान चिन्ह.....
 स्थाई पता..... वर्तमान पता.....

शैक्षिक योग्यता.....
 अधिक्य विधि खाता संख्या..... कर्मचारी रा वी निगम खाता सं.....

(संविदा श्रमिक के हस्ताक्षर/दिनांक)

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

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

आवंटित गेट पास सं०..... दिनांक..... हस्ताक्षर आवंटनकर्ता.....

विभागाध्यक्ष -मा.सं./सं.श्र.प्र. प्रभारी के हस्ताक्षर
(दिनांक एवं मोहर सहित)

के० ओ० सु० व० 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 के पश्चात 25 तारीख को के० ओ० सु० व० तल द्वारा नवीकृत किया जायेगा।

हस्ताक्षर उप कमान्डेन्ट के० ओ० सु० व० इकाई
बी० एच० ई० एल० झाँसी (30 प्र०)

I/We agree with the above
Signature of Contractor with Seal

Executive In-Charge

ANNEXURE - II

FORM XIV

(See Rule 76)
Employment Card

Name and address of Contractor

Nature of work and location of work

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

Name and address of Principal Employer

1. Name of the workmen

2. Serial No. in the register of workmen employed

3. Nature of employment/designation

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

5. Wage period

6. Tenure of employment

Remarks

Signature of contractor.

I/We agree with the above
Signature of Contractor with Seal

Executive In-Charge

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

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

I/We agree with the above
Signature of Contractor with Seal

Executive In-Charge

TENDER ENQUIRY NO: LME/TE/101

DATE: 04/01/14

STATEMENT OF THE CONTRACTOR FOR THE MONTH OF _____ 20____

WORK ORDER NO-----
CONTRACTING DEPARTMENT-----
CONTRACTOR NAME-----

S.NO	NAME OF WORKER	CAT.	NORMAL DAYS	OT DAYS	GROSS WAGES	EMPLOYEES CONTRIBUTION DEDUCTION		OTHER DEDUCTION	TOTAL RECOVERY	NET PAYABLE	EMPLOYER'S CONTRIBUTION	
						PF 12%	ESI 1.75%				PF 13.61%	ESI 4.75%
1.												
2.												
3.												
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31.												

SIGNATURE OF THE CONTRACTOR

I/We agree with the above
Signature of Contractor with Seal

Executive In-Charge

Annexure'H'

BHEL – JHANSI

Tender Documents

TENDER ENQUIRY NO: LME/TE/101

DATE: 04/01/14

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 MEASUREMENT	QUANTUM OF WORK
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			

- 3) Payments will be made to the contractor on the basis of work carried out by him.
- 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 periodically by the contractor & the same shall be verified by BHEL official, nominated for the same.

I/We agree with the above
Signature of Contractor with Seal

Executive In-Charge

Annexure 'I'

BHEL – JHANSI

Tender Documents

TENDER ENQUIRY NO: LME/TE/101

DATE: 04/01/14

PROFORMA FOR SUBMITTING TECHNICAL BID FOR -----

(A) Essential Documents Required

1. Name of the firm : -----
(Documents as per clause 12 of annexure C to be attached)
2. Name of the Proprietor/Partners : _____
3. Address and Contact Numbers : _____
4. ESI Code Number : _____
Copy of the ESI Certificate Enclosed / Not Enclosed
5. PAN/TAN Number : _____
6. Service Tax Number(PAN Based) : _____
7. VAT/TIN Number : _____
Copy of Certificate Enclosed / Not Enclosed

(To be submitted only in case where material transaction is Involved)
8. Audited financial statement/CA Certificate as per tender :
 Enclosed / Not Enclosed
9. Experience Certificate : Enclosed / Not Enclosed
(Along with necessary enclosures as per tender to be submitted)
10. No. of Workers including Supervisors on the rolls of the firm : _____

I/We agree with the above
Signature of Contractor with Seal

Executive In-Charge

11. Earnest Money Deposit : Rs. _____
 a) D.D. Number & Date : _____ Date _____
 b) Drawn on (Bank) : _____

12. Any other relevant information: _____

13. Tender Cost :Rs. _____
 D.D. No. /Receipt No : _____

14. Validity of offer : _____
 (At least 90 days from the date of tender Opening.)

15. Blank Price bid format : Enclosed/Not Enclosed

(B) Desirable:

1. PF Code Number : _____
 Copy of the PF Certificate : Enclosed / Not Enclosed
 2. Income Tax return last 3 yrs. : Enclosed / Not Enclosed
 3. Acceptance of RA : Accepted/Not accepted

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

Signature with Name
& Office Seal

Date:

NOTE (1) : TECHNICAL BID AND PRICE BID SHOULD BE SUBMITTED IN SEPARATE SEALED ENVELOPS. IN CASE THE BIDS ARE FOUND IN ONE SINGAL ENVELOPE THEN THE "BIDS" ARE LIABLE TO BE REJECTED.

.....
 Note : 'NOTE (1)' is applicable only when tender is called in two bid system

TENDER ENQUIRY NO: LME/TE/101

DATE: 04/01/14

PRICE BID

a. Name of the firm : _____

Sl.No	JOB/ACTIVITY	UNIT OF MEASUREMENT	QUANTUM OF WORK	RATE QUOTED/UNIT (RS.)	TOTAL VALUE (E=C*D) (RS)
	A	B	C	D	E
TYPING/Drg prep/ assistance					
1	Letters	page	2400		
2	ES	page	1200		
3	Test schedules	page	1200		
4	Operation Manual Data	page	6000		
5	Tender documents	page	2400		
6	Old archive literature	page	2400		
DATA PUNCHING, CHECKING and Scanning					
1	shipping list	rows of record	3600		
2	data checking	rows of record	6000		
3	scanning of drg/ documents	pages	6000		
FILLING					
1	Filling work all papers in/ outgoing in resp. folder	nos	9000		
CLEANING					
1	Daily cleaning of Tables	nos	15000		
2	Daily cleaning of chairs	nos	15000		
3	Daily cleaning Side table	nos	15000		
4	Daily cleaning printer	nos	1800		
5	Daily cleaning PC tables	nos	7200		
6	Daily cleaning of PCs	nos	12000		
7	cleaning of filing almira	nos	7500		
8	Cleaning of fans	nos	12900		
9	Telephones cleaning	nos	6000		
STATIONERY HANDLING					
1	Handling the dak/stationery (Intra department)	trip	900		
2	Handling the dak/ stationery (Inter department)	trip	600		
3	Handling the drawing print	trip	1200		
Misc services					
1	Filling of water jug 50 nos	times	600		

I/We agree with the above
Signature of Contractor with Seal

[Handwritten Signature]

Executive In-Charge *[Handwritten Signature]*

2	Filling of air coolers 12nos	times	600		
3	Tea prep/distribution 50cups	times	600		
Total					

Signature of contractor

.....
 Note : 1) Unit of measurement may be Mtrs, Kg, Nos, CuM etc depending on the requirement of department.

I/We agree with the above
 Signature of Contractor with Seal

Executive In-Charge

INTEGRITY PACT (Not applicable)

Between

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Sir Fort, New Delhi - 110009 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

and

_____ (Description of the party along with address), hereinafter referred to as "The Bidder/Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

Preamble

The Principal intends to award, under laid-down organizational procedures, contracts for _____

_____ The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidders/Contractors.

In order to achieve these goals, the Principal will appoint Independent External Monitors, who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**BHARAT HEAVY ELECTRICALS LIMITED**

(A Govt. of India Undertaking)

CENTRAL DISPATCH CELL, JHANSI - 284129

ANNEXURE-V

Sub: GUIDELINES FOR DEALING WITH "DISCREPANCY IN WORDS & FIGURES-QUOTED IN REVERSE AUCTION"

In case of non-conformities/errors/discrepancies are observed between the quoted prices in figures and that in words, following guidelines shall be followed:

- (a) If, in the price structure quoted for the required goods / services / works, 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 purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall 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 and
- (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 upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

I/We agree with the above
Signature of Contractor with Seal

Executive In-Charge