

**LIGHT MOTOR VEHICLE DRIVING, MAINTENANCE, CLEANING AND
OTHER ALLIED MISCELLANEOUS WORKS IN CPR (TRANSPORT POOL)
DEPARTMENT OF BHEL-JHANSI**

1. BHEL JHANSI is in the process of finalizing the Job Contract for Light Motor Vehicle Driving, Maintenance, Cleaning and other allied miscellaneous works in its CPR (Transport Pool) Department..
2. The tender document has been detailed as follows:
 - a) Notice Inviting Tender (Annexure A)
 - b) Work Specifications (Annexure B)
 - c) Qualifying Requirements (Annexure C)
 - d) Instruction to Tenderers (Annexure D)
 - e) Tender Evaluation Criteria (Annexure E)
 - f) Contractor s obligations (Annexure F)
 - g) Other General Terms & Conditions for deployment of labour under Works/Job Contract (Annexure G)
 - h) Criteria for measurement of work (Annexure H)
 - i) Technical Bid Application (Annexure I)
 - j) Price / Rate Bid (Annexure J)

The duly filled in Technical and Price / Rate bids (Annexure I and J, separately) along with the instructions to the Tenderers, Contractor s Obligations, General Terms and Conditions with the signature of the tenderer on all the pages and complete in all respects superscripted as **Quotation for Light Motor Vehicle Driving, Maintenance, Cleaning and Other Allied Miscellaneous Works in CPR (Transport Pool) Department of BHEL-Jhansi** should reach us in a sealed cover on or before **19-01-2010 (13.15 hours)** through Registered / Speed post or the same may be dropped in the tender box available in the reception office at the following address:

CISF Gate of Administrative Building
Bharat Heavy Electricals Limited
Khailar,Jhansi-284 129

NOTE : TECHNICAL BID AND PRICE BID SHOULD BE SUBMITTED IN SEPARATE SEALED ENVELOPES, IN CASE THE BIDS ARE FOUNDS IN ONE SINGLE ENVELOPE THEN THE BIDS ARE LIABLE TO BE REJECTED.

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NOTICE INVITING TENDER

TENDER NO. CPR/TPT/01/09-10

DATE :

1.	<u>SCOPE OF WORK</u>	LIGHT MOTOR VEHICLE DRIVING, MAINTENANCE, CLEANING AND OTHER ALLIED MISCELLANEOUS WORKS IN CPR (TRANSPORT POOL) DEPARTMENT OF BHEL-JHANSI
2.	Tender Evaluation Criteria	As per Annexure E
3.	Duration of the Contract	One year from the date of the award of the contract.
4.	Last date of receipt of the Tender	13.15 Hours on 19-01-2010
5.	Date of opening of Techno Commercial Bid	14.00 hours on 19-01-2010
6.	Address for receipt/issue of Tender Documents	Additional General Manager (HR), HRM Department Bharat Heavy Electricals Limited Khailar, Jhansi-284 129
7.	Earnest Money Deposit	Rs.20,000/- (Rs.Twenty Thousand Only) Payable in the form of Demand Draft/Banker's Cheque in favour of BHEL, Jhansi and copy of receipt may be enclosed alongwith tender form. 1. In case of successful tenderer EMD can be converted and adjusted against the security deposit. 2. In case of others, the EMD shall be returned within 15 days of acceptance of award of work by the successful tenderer).
8.	Cost of Tender Document	Rs. 200/- plus VAT @ 13.5% + Rs.227/- (Two Hundred Twenty Seven Only) payable through a separate Demand Draft in favour of BHEL, Jhansi alongwith technical bid. In case the document downloaded from website

NOTE :

1. 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.
2. THE CONTRACTORS SHOULD PHYSICALLY VISIT THE WORK PLACE BEFORE QUOTING THEIR RATES.
3. FOR RELEVANT DETAILS PLEASE VISIT OUR WEBSITE www.bhel.com & bheljhs.co.in

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

Issuing Authority

BHEL JHANSI

Tender Documents**WORK SPECIFICATIONS**

Sl No.	Description	VEH-ICLE	Measurement Criteria/ Hours (B)	No. of Hrs. Per Month Per Vehicle	No. of Hours for the Contract Period Per Vehicle	No. of Hours for Contract Period for 08 Vehicle
1	Driving of LMV/LCV	08	No. of Hrs.	182	2184	17472
2	Cleaning of Vehicles	08	No. of Hrs.	6½	78	624
3	Checking, Filling Fuel, Oils etc.	08	No. of Hrs.	6½	78	624
4	Maintenance of Vehicle Log Book / Fuel Book	08	No. of Hrs.	13	156	1248

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

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QUALIFYING REQUIREMENTS

1. The contractor should be a reputed agency for providing the services for the work called in tender.
2. Labour Contractors presently working in BHEL Jhansi and deploying 20 or more labours should have labour licence from the licensing officer of Jhansi Region. For others refer clause 1.A 2 page 12.
3. Should have independent ESI Code number
4. Should have independent PF Code number
5. Should have PAN number
6. Should have Service (PAN based) Tax number
7. Self certificate that he is not blacklisted/banned/de-listed on the date of tender.
8. Declaration that he is not guilty by a Court of Law in India for any offence Involving fraud, dishonesty and moral turpitude.
9. Blank price bid format duly signed.

Documentary proof in support of above eligibility criteria shall be submitted alongwith Techno Commercial Bid at Annexure 1

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

Issuing Authority

BHEL JHANSI

Tender DocumentsINSTRUCTIONS TO TENDERERS

1. The tender is to be processed in two parts viz. Technical bid and price/rate bid. The Technical Bid Application (Annexure - I) and its enclosures (along with the Contractor's Obligations, General Terms & Conditions and qualifying requirements) must be submitted in one sealed envelope superscribed as **Tender for LIGHT MOTOR VEHICLE DRIVING, MAINTENANCE, CLEANING & OTHER ALLIED MISCELLANEOUS WORKS IN CPR-(TRANSPORT POOL) DEPARTMENT OF BHEL-JHANSI - TECHNICAL BID** . The second envelope duly sealed should contain the price bid (Annexure-J) only superscribed as **LIGHT MOTOR VEHICLE DRIVING, MAINTENANCE, CLEANING & OTHER ALLIED MISCELLANEOUS WORKS IN CPR-(TRANSPORT POOL) DEPARTMENT OF BHEL, JHANSI - 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 will be rejected.
2. Both the technical bid and price bid sealed envelopes must be again sent in a single envelope duly sealed and superscribed as **Tender for LIGHT MOTOR VEHICLE DRIVING, MAINTENANCE, CLEANING & OTHER ALLIED MISCELLANEOUS WORKS IN CPR-(TRANSPORT POOL) DEPARTMENT OF BHEL-JHANSI** . 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.
3. 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 parties in advance for witnessing the Price Bid opening.
4. 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 by the tenderer before submission.
5. The price / rate should be quoted in figures as well as in words.

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

Issuing Authority

TENDER EVALUATION CRITERIA

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

1. The tenders conforming to the Notice Inviting Tender, Qualifying requirements, Instructions to the Tenderers, Contractor's obligations, General Terms and Conditions, Technical and Price bids conditions only will be evaluated for technical suitability.
2. Such of those tenders which conform to the technical bid (Annexure - I) only will be evaluated.
3. 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, equipments in its possession, previous track record, experience in other organizations, etc.

4. Successful Tenderers after the above process only will be invited for opening of the rate / price bid.
5. The tenderer who quotes the lowest rate/price will be awarded the contract.

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

Issuing Authority

CONTRACTOR S OBLIGATIONSA) CONTRACTUALTowards 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/her or his/her authorized representative will be solely entitled to dictate 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.
- 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.**
- d) Contractor to **maintain appropriate records of his employees** deployed to carry out the job(s).
- e) Contractor should **issue appropriate appointment letters** to his employees.
- 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 **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.
- h) The contractor has to provide badges bearing logo of his establishment, which shall be affixed by the contract labour on the left side of his pocket.
- i) Contractor to ensure that **all precautions are taken for safety** of his employees and equipments.
- J) 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**.

B) Towards supply of tools, tackles and materials

- a) Contractor shall provide to *his employees all tools, tackles and equipments* and maintain the same to carry out the job under the contract at his cost and if necessary contractor may *take insurance policy of his men, material, equipments and tools & tackles.*
- b) Contractor shall *provide safety appliances and maintain the same* at his own cost which may be required under the statute or otherwise.
- c) Contractor *shall provide material at his cost* as mentioned in the contract to his employees for carrying out the job.

C) Towards statutory liability

- a) As mentioned in the terms and conditions enclosed as Annexure G of this contract.
- b) Contractor shall indemnify BHEL against all claims by statutory authorities and loses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
- c) In case a contractor employs women as employee he will discharge his obligation under law in respect of such women workers such prohibition of engaging them during night-hours, prohibition of employing them for more than 9 hours per day, provision of crèche facility, grant of maternity leave as per rules etc.
- d) Contractor shall be responsible for making payment of wages before expiry of 10 days from the last day of wage period and to ensure disbursement of wages in the presence of the authorized authorities/ representative of contract operating division who shall record under his signature at the end of entries in the Register of wages.
- e) Contractor to obtain licence under CL(R&A) Act, 1970.

D) Towards Finance

Contractor to arrange his own finance for carrying out the job including supply of tools, tackles and equipments to his employees, materials, payment of wages to his employees etc. *Rates quoted shall be net and inclusive of all the capital cost, material cost, taxes and levies* which might be applicable to this type of job. Service Tax extra.

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

Issuing Authority

BHEL JHANSI

Tender DocumentsGENERAL TERMS & CONDITIONS FOR CONTRACTORS FOR DEPLOYMENT OF CONTRACT LABOURS UNDER SERVICE CONTRACT.

Service contracts shall only be awarded for the works on the following terms and conditions.

1.0 LABOUR LICENCE AND OTHER REQUIREMENTS:-

Labour licence and other requirements in case of contractors working in BHEL, Jhansi and deploying 20 or more labours

- 1.1 Contractor should possess valid labour licence for the maximum number of contract labours deployed on any day from the competent authority for carrying out the various activities mentioned in the contract document.
- 1.2 No. of labours mentioned in estimate/price bid should ordinarily not exceed. However, in views of exigencies/increased activities, the nos. to be deployed can vary but in no case estimated value will be changed. If enhancement of value is also required then prior approval Unit Head must be obtained by giving reason for the same.
- 1.3 The contractor shall deploy such number of labours in the premises of BHEL, Jhansi, as required for completion of the contract. The labours such deployed shall be his own labours.
- 1.4 In case the number of labour deployed by the contractor in premises of BHEL Jhansi exceeds the number of labour allowed in the licence then the contractor shall immediately inform the HR and concerned department. The contractor shall also apply to the licensing officer in the region for amendment in the licence within 7 days of exceeding the number of labours mentioned in the licence.
- 1.A Labour licence and other requirement in case of contractors NOT working in BHEL, Jhansi or has less than 20 workers on his rolls.
 - 1.A.1 The contractor should possess valid labour licence issued by licensing authority outside Jhansi region, in case he has worked outside Jhansi region and has deployed 20 or more workers in any organization.
 - 1.A.2 After being eligible to apply as per Para 1.A.1 if the contractor is awarded the contract then he should apply for Form-V from the BHEL to obtain Labour Licence from Dy. Labour Commissioner, Jhansi and submit the same within One month from the date of award of contract. Till then award will be treated as **PROVISIONAL**.
- 1.5 The contractor shall also have to submit copy of PAN card and latest IT return.

- 1.6 The contractor must possess Service Tax Registration number under relevant code head.
 - 1.7 **Stamp Duty** : Contractor should deposit stamp duty before start of the contract on security deposit as per Stamp Duty Act
- 2.0 APPOINTMENT AND ENTRY IN FACTORY PREMISES:
- 2.1 The contractor shall deploy his own labours for carrying out the works contract awarded to him. At the time of appointment the contractor shall issue appointment letter alongwith terms and conditions of employment to his own labours.
 - 2.2 The labours deployed in the manner as in 2.1 shall be allowed to enter the premises of the factory only if the terms and conditions of employment are acceptable to them.
 - 2.3 The contractor shall submit the following to HR, contracting department and CISF
 - (a) The details of the labour proposed to be deployed in *annexure I*.
 - (b) Character certificate issued by District Magistrate s Office or Proof of remittance of fees for character certificate at District Magistrate s Office.
 - (c) Copy of employment card issued by contractor to his own labour.
 - 2.4 After submission of documents as in Para 2.3, 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.
 - 2.5 The photo identity card shall have to be revalidated every month on 25th 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.
 - 2.6 The contractor, besides the photo identity card shall also issue employment card to his own labours, at his own cost within a period of three days from beginning of employment in the format prescribed under Rule 76 of UP Contract Labour Rules. A copy of this format is annexed as *annexure II*, to these terms and conditions. A copy of this format shall have to be submitted by the contractor to the contracting department, HR department and CISF, as mentioned in Para 2.3.
 - 2.7 The contractor shall maintain a register of persons employed by him in the format prescribed under Rule 75 of UP Contract Labour Rules, 1975. A copy of this format is annexed as *annexure III*.
- 3.0 BILLS PAYMENT, ATTENDANCE AND PAYMENT OF WAGES
- 3.1 The contractor shall compile attendance everyday in respect of the labours deployed by him under the Service/job contract.
 - 3.2 The contractor shall maintain an attendance card in respect of every labour deployed by him.

- 3.3 The contractor shall generate a daily statement in the prescribed format, as in *annexure IV*, annexed to these terms and conditions of deployment. This statement shall be prepared by the contractor in three copies. One copy shall be forwarded to the contracting department and another copy shall be forwarded to HR department. The third copy shall be retained by the contractor.
- 3.4 The contractor shall submit bills to the contracting department on 2nd of each month.
- 3.5 The contractors bills should be accompanied with
- a) Copy of Measurement Book entries/Statement of work done by the Contractor
 - b) Statement of wages of labours deployed by him under the Service contract, PF/ESI no., statutory deductions etc., in the format as in Annexure V annexed to these terms and conditions.
 - c) PF and ESI Challans for previous month- separate for concerned Service contract
 - d) Wage payment sheet for the previous month
 - e) Copy of Form-5 and Form-10 (PF monthly returns) submitted by contractor to RPFC for billing month.
 - f) Copy of Form 12A-regarding PF remittance
 - g) List of CL covered under accident insurance policy
 - h) Statement of material supplied by the contractor
 - i) Copy of Labour Licence
 - j) Challan of service tax payment (separate in respect of each service contract).
- 3.6 The executing department shall pass the bills of the contractor, on 3rd of each month, after checking the documents as in Para 3.5, above and forward them to HR department alongwith its statement as in *Annexure VI*, annexed to these terms and conditions. In case any discrepancy/non-compliance is detected, then the contractor has to clarify the query within two days of intimation such discrepancy. In such cases bills shall be passed by the contracting department, within two days of receiving such clarification.
- 3.7 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 previous month will forward the bill alongwith requisite documents to Finance department. Finance department shall, on satisfactory compliances, and after deduction on account of stamp duty charges and security deposit amount, make payment as per Contract.
- 3.8 Finance department shall, on satisfactory compliance, and after deduction on account of Security deposit amount and TDS shall make consolidated payment on 10th of each month.
- 3.9 The contractor shall issue pay slips to his labours, deployed for undertaking activities under the Service contract, on 7th/8th of each month.

- 3.10 The contractor shall make payment to his own labours/contract workers on 10th of each month. The payment of wages to the labours shall **not** be subject to payment against the bills.
- 3.11 The contractor shall remit the cheques favouring RPF and ESI Kanpur with the appropriate banks within 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.
- 3.12 The contractor shall make payment of wages to his labours on due date in presence of an authorized representative of contracting department. The authorized representative shall retain a copy of wage payment sheet with him.
- 3.13 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 3.5 above, in respect of all labours deployed by him against the contract, for each month, separately, alongwith final bill(s). Para 3.7 shall not be applicable in such cases. The contractor shall be paid through cheque in his/firm s favour.

4.0 Provident Fund

- 4.1 The Contractor should allot PF account number and get the nomination form, duly filled in, from each labour deployed by him at the time of joining.
- 4.2 In case the labour 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.
- 4.3 After termination of contract the contractor shall provide due assistance to the labour for withdrawal of PF/pension amount, when due.
- 4.4 The Contractor shall have liaison with the PF officials to get the annual PF slips and distribute amongst his own labours.
- 4.5 PF CONTRIBUTION :

<u>Employee s Contribution</u>	<u>Employer s Contribution</u>	
12% of Normal waged paid	PF Contribution	3.67%
	Inspn/Admn Charges	1.10%
	Admn/Inspn Charges	0.01%
	Pension Fund	8.33%
	EDLI Charges	0.5%

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

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 labour and submit to the local ESI office.
- 5.3 The contractor shall collect the identity card issued after submission of registration form, from ESI office and hand over the card to the concerned labour.
- 5.4 ESI CONTRIBUTION :-

<u>Employee s Contribution</u>	<u>Employer Contribution</u>
1.75% of gross wages	4.75% of gross wages

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

6.0 Bonus

The contractor shall be liable to pay statutory bonus under Payment of Bonus Act, 1965. However, BHEL shall be liable to pay to the contractor only an amount equivalent to the minimum statutory rate existing for the period under consideration. The contractor shall distribute the Bonus for full contract period after completion of contract. This reimbursement shall be made by BHEL only after production of sufficient/satisfactory proof of payment of bonus.

7.0 Discipline

- 7.1 The Contractor shall be responsible for the discipline of his own labours deployed under the works 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.
- 7.3 The contractor shall not employ any person who has attained 55 years of age.
- 7.4 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 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/availment 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 The contractor shall at all times indemnify the company/corporation against all claims, damages or compensation under the provision of Factories Act, 1948. Contract Labour (R&A) Act-1970, Payment of Wages Act-1936 Minimum Wages Act- 1948, Payment of Bonus Act-1965, Employees Provident Fund and Misc, Act-1952, Employees State Insurance Act-1948, Employer s Liability Act-1938, Workman s Compensation Act-1923, Industrial Dispute Act 1947, Maternity Benefit Act- 1961, Inter State Migrant Workmen Act-1979, Payment of Gratuity Act-1992 or any modification thereof or any other law relating thereto and rules made there under from time to time or as consequence of any accident or injury to any workman or other persons in or about the work whether in the employment of contract or not save, except whether such accident or injury has resulted from any Act of the Company/ Corporation, its agents, or servants, and also against all costs/ charges and expenses of any suit, action or proceeding paid to compromise or settle any such claims.
- 9.2 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 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.
- 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 The Contractor shall get the character antecedent of his own labour verified from District Magistrate s office and intimate the same to the management.
- 10.6 The contractor shall deposit an amount of Rs... as security deposit in the manner as prescribed under Clause 8.2 of Works Policy of BHEL. This security deposit shall be liable to be returned to contractor after termination of contract and fulfillment of contract and statutory obligations.
- 10.7 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 contractors labours from contracting department.
 - b. Certificate of compliance of labour laws from HR department.
 - c. Certificate of payment of Bonus by Contracting and HR Department.
 - d. No-Dues Certificate regarding Service Tax payment, TDS or any other dues liable to be remitted by contractor under financial laws, by Finance department
- 10.8 The contractor shall provide required safety equipments to the labours engaged by him.
- 10.9 Notwithstanding anything contained in this Agreement, the contract may be terminated by BHEL without assigning any reason thereof by giving a notice of 15 days to the contractor.
- 10.10 The contract will commence on _____ (date) and will remain valid for a period of 10 Months i.e. till _____ (date). The parties reserve the right to extend the contract on mutually agreed terms and conditions.

11.00 CONTINGENCY CHARGES :-

While preparing the estimate for awarding Service/Works Contract , 6% contingency charges towards escalation of Minimum Wages consequent to the change in D.A. rates may be taken into consideration.

12.0 CONTRACTOR'S COMMISSION :-

If there is any changed in Minimum Wages, Statutory contribution/Taxes/Duties (i.e. PF/EDLI, ESI, Service Tax etc.) the payment will be made to the contractor considering revised rates but rate percent of contractor's commission quoted earlier will remain unchanged.

13.0 SETTLEMENT OF DISPUTE/JURISDICTION/ARBITRATION ETC

12.1 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.

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

Issuing Authority

गेट पास आवेदन प्रपत्र

ANNEXURE - I (11)

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

1. ठेकेदार 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 नाम..... जन्म तिथि/आयु.....
पिता का नाम..... पहचान चिन्ह.....
स्थायी पता..... वर्तमान पता.....

संविदा श्रमिक का
हस्ताक्षर युक्त फोटो
(ठेकेदार द्वारा सत्यापित)

शैक्षिक योग्यता.....
गन्विष्म निधि खाता संख्या..... कर्मचारी या बी निगम खाता सं.....

(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)

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

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

के० औ० 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 के पश्चात 25 तारीख को के० औ० सु० ब० द्वारा नवीकृत किया जायेगा।

हस्ताक्षर उप कमान्डेन्ट के० औ० सु० ब० इकाई
बी० एच० ई० एल० झाँसी (उ० प्र०)

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.

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 thump impression of workman	Date of termination of employment	Reasons for termination	Remarks
1	2	3	4	5	6	7	8	9	10	11	12

Certificate of deployment

This is to certify that on this ___ day
of _____, 2005, I have deployed the
___ unskilled, _____ semi-skilled and
_____ skilled labours in your department for
works undertaken against contract
no. _____ awarded to
M/s _____.

Contractor

Original to
Concerned HOD

CC
HR department
CISF

STATEMENT OF THE CONTRACTOR FOR THE MONTH OF _____, 2003

WORK ORDER NO. _____
 CONTRACTING DEPARTMENT _____
 CONTRACTOR _____

SL.NO.	NAME OF LABOUR	CAT.	NORMAL DAYS	OT DAYS	GROSS WAGE	EMPLOYEE'S CONT. DEDUCTION		OTHER DEDUCTION	TOTAL RECOVERY	NET PAYABLE	EMPLOYER'S CONTRIBUTION	
						PF 12%	ESI 1.75%				PF 13.61%	E
1												
2												
3												
4												
5												
6												
7												
8												
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26												
27												
28												
29												
30												
TOTAL												

(SIGNATURE OF THE CONTRACTOR)

MEASUREMENT OF WORK AND PAYMENTS THEREOF.

1. The designated officer of the Unit will periodically inspect the vehicles, maintenance and miscellaneous services 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	AREA / VEHICLE	MEASUREMENT CRITERIA / HOURS
1	Driving	08	No. of Hours
2	Cleaning	08	No. of Hours
3	Checking/Filling Fuels	08	No. of Hours
4	Maintenance of Vehicle Log Book/Fuel Book	08	No. of Hours

- 3) Payments will be made to the contractor on the basis of work carried out by him on a monthly basis.
- 4) All payments will be subject to deduction of income tax at source as per Income Tax as per the applicable Rules.
- 5) Logbook to be maintained for the work carried out daily / weekly / monthly to be certified by the contractor's representative and BHEL official, nominated for the same.

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

Issuing Authority

Ref: Your Enquiry No. _____ dated _____

PROFORMA FOR SUBMITTING TECHNICAL BID FOR LIGHT MOTOR VEHICLE DRIVING, MAINTENANCE, CLEANING AND OTHER ALLIED MISCELLANEOUS WORKS IN CPR (TRANSPORT POOL) DEPARTMENT OF BHEL-JHANSI

1. Name of the firm :
2. Name of the Proprietor :
3. Address and Contact Numbers :
4. Registration Number :
Copy of the Certificate : Enclosed / Not Enclosed
5. Labour Licence Number :
Copy of the Licence : Enclosed / Not Enclosed
6. PF Code Number :
Copy of the Certificate : Enclosed / Not Enclosed
7. ESI Code Number :
Copy of the Certificate : Enclosed / Not Enclosed
8. PAN Number :
9. Income Tax Returns for last 3 years : Enclosed / Not Enclosed
10. Service Tax Number
11. No. Workers including Supervisors :
on the rolls of the firm
12. Earnest Money Deposit : Rs.25,000/-
a) D.D. Number & Date :
b) Drawn on :

Contd...(2)

:: 2 :

13. Blank Price-Bid Format : Enclosed/Not enclosed.
14. Any other relevant information :

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

Signature with Name
& Office Seal

Date:

NOTE : TECHNICAL BID AND PRICE BID SHOULD BE SUBMITTED IN SEPARATE SEALED ENVELOPES. IN CASE THE BIDS ARE FOUND IN ONE SINGLE ENVELOPE THEN THE BIDS ARE LIABLE TO BE REJECTED.

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

Issuing Authority

BHARAT HEAVY ELECTRICALS LIMITED : JHANSI

YOUR ENQUIRY NO. _____ DATED: _____

WORK CONTRACT TITLE

- 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.	Description	Vehicle	Measurement Criteria / Hours (B)	No. of Hrs Per Month Per Vehicle	No. of Hours of the Contract Period Per Vehicle	No. of Hours for Contract Period for 08 Vehicle	Rate Quoted Per Hours (In Rs.)	Total Value for 08 Vehicles
	(a)	(b)	(c)	(d)	(e) = (d x 12)	(f) = (e x 8)	(g)	h = (f x g)
1	Driving of LMV / LCV	08 Veh.	No. of Hrs.	182	2184	17472		
2	Cleaning of Vehicle	08 Veh.	No. of Hrs.	6½	78	624		
3	Checking, Filling Fuel Oils etc.	08 Veh.	No. of Hrs.	6½	78	624		
4	Maintenance of Vehicle Log Book / Fuel book	08 Veh.	No. of Hrs.	13	156	1248		

Note: Service Tax & Bonus Extra.

ESTIMATE OF AWARDING SERVICE CONTRACT

S.No.	Particulars/Description	Unit	USW	SSW	SW
1	Category wise number of contract labours				
2	Category wise Minimum Wages Per Day/Labour	(Rs.)			
3	Category wise number of days expected for fulfillment of contract	(Days)			
4	Category wise total of normal wages (Sl.No. 1 x 2 x 3)	(Rs.)		(b)	(c)
5	Total Minimum Wage (a + b + c)	(Rs.)			
6	O.T. @ 5% of Minimum Wages	(Rs.)			
7	Contingency @ 6% of Sl.No.5 due to revision of DA Rates and increase in minimum wages accordingly.	(Rs.)			
8	Contingency @ 6% of Sl.No.6 due to revision of DA Rates and increase in minimum wages accordingly.	(Rs.)			
9	Total Contingency (Sl. No. 7 + 8)	(Rs.)			
10	PF/EDLI/Pension: -EMPLOYER'S Contribution @ 13.61% (Calculated on Amount of Sl.No.5 & 7)	(Rs.)			
11	ESI Employer's Contribution @4.75% (Calculated on Amount of Sl>no. 5, 6 & 9)	(Rs.)			
12	Grand Total (Sl.No.5 + 6 + 9 + 10 + 11)	(Rs.)			
13	Total	(Rs.)			
14	Contracors Commission Approx 6% of Total of Sl.No.12 =	(Rs.)			
15	Statutory Minimum Bonous @ Rs.3500/- per labour =	(Rs.)			
16	Service Tax @ 10.30% of (Sl.No.12 to 14) =	(Rs.)			
	Gross Value of the Contract amount at Sl.No. 12 to 15 =	(Rs.)			

Note: For One Year Service Contract the Calculation of Normal Days should be based on 300 days.

Signature of Officials of Executing Department

Verified

Executive I/c-HR/CLC

Executive I/c - Finance(Misc)

ESTIMATE OF AWARDING SERVICE CONTRACT

S.No.	Particulars/Description	Unit	USW	SSW	SW
1	Category wise number of contract labours			8	
2	Category wise Minimum Wages Per Day/Labour	(Rs.)		195.00	
3	Category wise number of days expected for fulfillment of contract	(Days)		300.00	
4	Category wise total of normal wages (Sl.No. 1 x 2 x 3)	(Rs.)		(b)	(c)
<hr/>					
5	Total Minimum Wage (a + b + c)	(Rs.)		468000.00	
6	O.T. @ 5% of Minimum Wages	(Rs.)		23400.00	
7	Contingency @ 6% of Sl.No.5 due to revision of DA Rates and increase in minimum wages accordingly.	(Rs.)		28080.00	
8	Contingency @ 6% of Sl.No.6 due to revision of DA Rates and increase in minimum wages accordingly.	(Rs.)		1404.00	
9	Total Contingency (Sl. No. 7 + 8)	(Rs.)		29484.00	
10	PF/EDLI/Pension: -EMPLOYER'S Contribution @ 13.61% (Calculated on Amount of Sl.No.5 & 7)	(Rs.)		67516.49	
11	ESI Employer's Contribution @4.75% (Calculated on Amount of Sl>no. 5, 6 & 9)	(Rs.)		24741.99	
12	Grand Toal (Sl.No.5 + 6 + 9 + 10 + 11)				
12	Total	(Rs.)		613142.48	
13	Contracors Commission Approx 6% of Total of Sl.No.12 =	(Rs.)			
14	Statutory Minimum Bonous @ Rs.3500/- per labour =	(Rs.)			
15	Service Tax @ 10.30% of (Sl.No.12 to 14) =	(Rs.)			
16	Gross Value of the Contract amount at Sl.No. 12 to 15 =	(Rs.)			

Note: For One Year Service Contract the Calculation of Normal Days should be based on 300 days.

Signature of Officials of Executing Department

Verified

Executive I/c-HR/CLC

Executive I/c - Finance(Misc)

NOTE/CONDITIONS FOR PRICE BID

- 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 AT SL.NO. d & SL.NO.12 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 SUMMARILY BY-PASSED.**
- 3. THE FIGURE AT SL.NO. d SHOULD MATCH/TALLY WITH FIGURE AT SL.NO. 12. IF THESE TWO VALUES ARE DIFFERENT THEN THE OFFER SHALL 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.**

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

Date :

Name & Signature with Office Seal

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

Issuing Authority