



Bharat Heavy Electricals Limited, Jhansi

Department: Township Civil

Tender Enquiry No: TCX/TE/6/06 date:- 04-08-2016

TD: 2016-17, Rev- 00



TENDER DOCUMENT

For Works Contract

For Tender Enquiry No. : **TCX/TE/6/06**

For

“(Disposal of Domestic Garbage from Township)”

Contact Person:

Name: N. K. Sharma
Designation: Sr. Mgr (TCX & Estate)
Email: nksharma@bheljhs.co.in
PH: 0510 2412650

Or

Name: Pawan Nayyar
Designation: Mgr. (TCX)
Email: paawan@bheljhs.co.in
PH: 0510 2412582

Tender Due Date: 29/08/2016 at 13:15 Hrs
Tender Opening Date : 30/08/2016 at 14:00 Hrs

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

Department Township Civil
BHEL, PO: BHEL, Jhansi 284120 (UP)

1

We hereby accepted above (signature & seal of bidder)
Seal & Signature of BHEL contracting authority



Bharat Heavy Electricals Limited, Jhansi

Department: Township Civil

Tender Enquiry No: TCX/TE/6/06 date:- 04-08-2016

TD: 2016-17, Rev- 00

DETAILS OF TENDER DOCUMENT

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|--|---|
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|---|---|---|---|---|---|---|---|--|---|

Nature of work:- Disposal of Domestic Garbage from Township

1. BHEL JHANSI is in the process of finalizing the Works Contract for disposal of domestic garbage from township.
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 Bidder (Annexure D)
 - e) Tender Evaluation Criteria (Annexure E)
 - f) Contractor's obligations (Annexure F)
 - g) Other General Terms and Conditions (Annexure G)
 - h) Criteria for measurement of work (Annexure H)
 - i) Technical Bid Application (Annexure I)
 - j) Blank Price Bid (Annexure J)
 - k) Reference to general condition of contract (Annexure K)
 - l) Integrity Pact and guidelines for price bid words/ figure discrepancy (Annexure L)
 - m) Work Annexure (Annexure M)
 - n) Price Bid (Annexure N)

The duly filled in Technical and Price / Rate bids (Annexure 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. TCX/TE/6/06 DATED 04-08-2016+should reach us in a sealed cover on or before 29/08/2016 (13.15 hours) 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:** 1) Dropping of tender in the Tender Box within schedule time and date is the responsibility of the bidder.
- 2) Technical bid and price bid should be submitted in separate sealed envelopes, in case the bids founds in one single envelope then the bids+are liable to be rejected.

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Tender Enquiry No: TCX/TE/6/06 date:- 04-08-2016

TD: 2016-17, Rev- 00

Tender Documents

TENDER ENQUIRY NO: TCX/TE/6/06

DATE: -04-08-2016

CONTENTS

| Sl. No. | Description | Annexure No | Page no (Please Specify as required) |
|---------|---|-------------|---|
| 01. | Notice Inviting Tender | A | 4 |
| 02. | Work Specifications/ Scope of Work | B | 5 |
| 03. | Qualifying Requirements | C | 6 – 7 |
| 04 | Instructions to Bidders | D | 8 – 9 |
| 05. | Tender Evaluation Criteria | E | 10 |
| 06. | Contractors obligations | F | 11 – 13 |
| 07. | Other General Terms & Conditions (with sub annexures I to IV) | G | 14 – 28 |
| 08 | Criteria for measurement of work | H | 29 |
| 09 | Technical Bid | I | 30 – 31 |
| 10 | Blank Price Bid | J | 32 |
| 11 | Reference to general condition of contract | K | 33 |
| 12 | Integrity Pact and Guide lines for dealing with discrepancy in words and numbers in price bid | L | 34 – 35 |
| 13 | Work Annexure | M | 36 – 37 |
| 14 | Price Bid | N | 38 |

3

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Annexure A

NOTICE FOR INVITING TENDER

| S. No | Particulars | Details |
|-------|---|--|
| 1 | Brief Description of work | <i>Disposal of Domestic garbage from township</i> |
| 2 | Tender Evaluation Criteria | <i>(as per Annexure E)</i> |
| 3 | Duration of Contract | <i>12 Months</i> |
| 4 | Last date of receipt of the Tender | <i>Upto 13:15 hrs on 29/08/2016</i> |
| 5 | Date of opening of Techno – Commercial Bid. | <i>14:00 hrs on 30/08/2016</i> |
| 6 | Address for submitting the Tender | <i>(as on Page# 2)</i> |
| 7 | Earnest Money Deposit * (EMD) | <i>Rs 10,000</i> |
| 8 | Cost of Tender | <i>Rs 200 plus 15% VAT (as applicable) = 260 Rs Two Hundred Sixty (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>120 Days</i> |
| 10 | Security Deposit | <i>As per Annexure G</i> |

Note:

*

EMD must be in the form of Demand Draft/ Banker's Cheque in favor of Bharat Heavy Electricals Limited, Payable at Jhansi and copy of receipt may be enclosed along with tender document. One Time EMD of Rs 2.00 Lakh can also be deposited. *In case of successful tenderer EMD will be converted and adjusted against the Security deposit. In case of others the EMD shall be returned within 15 days of acceptance of award of work by the successful Tenderer.*

The contractors may physically visit the work place before quoting their rates. For relevant details please visit our website "www.bhel.com"

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Tender Enquiry No: TCX/TE/6/06 date:- 04-08-2016

TD: 2016-17, Rev- 00

Annexure B

DATE: -04-08-2016

WORK SPECIFICATION

DETAILS OF WORK

| Sl.No | JOB/ACTIVITY | UNIT OF MEASUREMENT | QUANTUM OF WORK ANNUAL |
|-------|--|---------------------|------------------------|
| 1 | Collection & Disposal of Domestic garbage from following Locations within BHEL Township (by mechanical transport including loading & unloading up to a lead of 3.6 kilometers.) (a) From dustbins, including brooming around area of 1-2 meter from periphery of boundary of dustbins to collect scatter garbage. (b) From Haat markets (Weekly market) (c) Removal/disposal of dead unhorned animals from Townships as per requirement and direction of Engineer-In-charge. (d) Collection and disposal of light weight scattered material like polythene, paper, packing board material, shrubs, weed plants, leaves etc. from specified location in township as per direction of Engineer In charge. (Heap will be accumulated by TCX department workers) (e) From all marriage gardens / public places situated in BHEL premises as per direction of Engineer-in-charge. | Trip | 1675 |

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Tender Enquiry No: TCX/TE/6/06 date:- 04-08-2016

TD: 2016-17, Rev- 00

Annexure C

DATE: -04-08-2016

QUALIFYING REQUIREMENTS

- 1) Should have PAN/TAN number. Copy of PAN/TAN to be submitted.
- 2) Should have Service Tax number (PAN based). Copy of Certificate issued by Excise Dept.
- 3) Should have VAT/TIN No. if material is supplied/ consumed. Certificate Issued by sales Tax Dept to be enclosed.
- 4) Self declaration that he is not blacklisted/under hold from BHEL Jhansi or banned by any unit/region/office of BHEL as per Annexure "----- ... "
- 5) Self Declaration that he should not be guilty by a Court of Law in India for any offence involving fraud, dishonesty and moral turpitude as per Annexure "...."
- 6) Should have independent ESI Code number.
Blank Price Bid as per annexure " J"
- 7) Should have independent PF Code number.
Blank Price Bid as per annexure " J"
- 8) **Average Financial Turnover:** Average Annual financial turnover from during the last 3 years, ending 31st March 2016 should be at least Rs. 1.25 Lakhs of the estimated cost. Duly audited Financial Statement/ Balance sheet / **Certificate from CA to be submitted as a supporting document.**
- 9) If all balance sheets are not available for all three years than the average shall be calculated by dividing the sum of turnover of submitted balance sheets by three
- 10) Experience of having successfully completed similar work (as defined in the tender document) during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:-
 - a. Three similar completed works each costing not less than the amount equal to Rs. 1.66 Lakhs of the estimated cost,
Or
 - b. Two similar completed works each costing not less than the amount equal to Rs. 2.08 Lakhs of the estimated cost.,
Or
 - c. One similar completed work, each costing not less than the amount equal to Rs. 3.32 Lakhs of the estimated cost.
- 11) 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.

6

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Department: Township Civil

Tender Enquiry No: TCX/TE/6/06 date:- 04-08-2016

TD: 2016-17, Rev- 00

- 12)** Documentary proof in support of above eligibility criteria along with EMD shall be submitted along with Techno Commercial Bid at Annexure I.
- 13)** The documents required for legal entities under whose name and style Contractor has participated in the tender are as follows:
- (i) Partnership Firm: Partnership Deed registered at the office of Registrar of Firms.
- (ii) Company: Certified copy Memorandum of Association, Article of Association and Incorporation Certificate.
- (iii) Society : Registration certificate issued by Registrar of societies.
- (iv) Sole Proprietor-ship Firm: Undertaking on oath (Rs. 100 stamp paper) that Proprietor is solely responsible for all rights and liabilities while working under the name and style of Sole Proprietorship firm namely (_____)
- 14)** Similar work:- Disposal of Bio waste, domestic solid waste and any other hygienic related activities.
- 15)** Zila Panchayat and license/ registration no. _____

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Tender Enquiry No: TCX/TE/6/06 date:- 04-08-2016

TD: 2016-17, Rev- 00

Annexure D

DATE: -04-08-2016

INSTRUCTIONS TO BIDDERS

(For Two Part Bid System)

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

1) The tender is to be submitted in two parts viz a) Techno Commercial bid and b) price/rate bid.

a) **Techno-Commercial Bid**-The Technical Bid Application (Annexure - 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 superscribed with %Tender for (*details of tender as mentioned in page 2 of tender documents*) **TECHNO-COMMERCIAL BID**". EMD/Cost of Tender Document or Documents required as per qualifying requirements must be enclosed.

b) **Price Bid**-The second envelope duly sealed should contain the price bid (Annexure-J) only super scribed as %*Name of Work as mentioned in page 2 of tender document*) **PRICE BID**". Any other enclosures, which the bidder 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/bypassed.

2) Both the technical bid and price bid sealed envelopes must be again enclosed in a single envelope duly sealed and super scribed as %TENDER FOR TENDER NO (tender no as mentioned in page 2 of tender document) DUE DATE OF OPENING (*date as mentioned in page 2 of tender documents*) . 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 bidder. It shall be the responsibility of bidder that the bid is dropped in tender box before the due date and time. BHEL shall not take any responsibility if the bid is not dropped in the tender box before due time and date.

3) All bidders can witness the opening of the Technical Bid. After evaluation of the Technical Bid which may involve visit to the bidders place by authorised officials, price bids of only those bidder 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.

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 & stamped by the bidders before submission.

5) Price quoted in Price Bid shall be inclusive of all taxes & duties, all statutory requirements/liabilities like PF/ESI/Bonus/Min. wages etc. However service Tax shall be payable extra as applicable. The price / rate should be quoted in figures as well as in words. In case of discrepancy in figures and/ or the decision shall be as per guide lines issued by BHEL Corporate MM.

8

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Department: Township Civil

Tender Enquiry No: TCX/TE/6/06 date:- 04-08-2016

TD: 2016-17, Rev- 00

- 6) The rate quoted will be valid for the period of contract.

- 7) 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 mutual agreement on same terms, conditions and rates.

- 8) BHEL may go for Reverse Auction after Techno-Commercial evaluation instead of submitted related Price Bid. Bidder should confirm participation in Reverse Auction along with Techno-Commercial Bid.

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Tender Enquiry No: TCX/TE/6/06 date:- 04-08-2016

TD: 2016-17, Rev- 00

Annexure E

DATE: -04-08-2016

TENDER EVALUATION CRITERIA

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

1. **BHEL officials may visit the bidders' office & their client's place to evaluate the capability and assess the performance.**
2. **Capability of the Contractor will be assessed on the basis of employees including supervisors on their rolls, machinery, equipment's in its possession, previous track record, experience in other organizations, etc.**
3. **Price Bids will be opened or participation in Reverse auction will be allowed to only Techno-Commercially accepted bidders.**
4. **The contractor shall be awarded the work on overall L-1 basis if otherwise not specified in the tender document.**
5. **In case of tie between two or more than two bidders for L1 price. Bids shall be called for discount on price offered in sealed envelope from all the L1 bidders. In case of discrepancy in words and figures offered in price bid the decision shall be taken based on annexure "V"**
6. **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 Ministry of Finance, Dept of Expenditure No 29(1)/2014-PPD dated 29/1/2014)**

10

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TD: 2016-17, Rev- 00

Annexure F

DATE: -04-08-2016

CONTRACTOR'S OBLIGATIONS

A) CONTRACTUAL

Towards selection, control and supervision of employees

- 1) 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.
- 2) Contractor shall supervise the work allotted to him and to be carried out by his employees.
- 3) 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.
 - 3.1) Aadhar card is mandatory for contract labours for making of their gate pass for entry in BHEL premises.
 - 3.2) Supervisors of contracting firms who sign on behalf of contractors must have Power of Attorney to the same effect.
 - 3.3) Contractor are advised that contract labours must be employed without any discrimination on caste or creed basis
- 4) **Age of workers:** The contractor shall not employ any person who has not completed his 18 years. Also age of worker deployed should not exceed 60 years.
- 5) 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.
- 6) **Discipline:** The Contractor shall be responsible for the discipline of his own employees deployed under the contract. In case of any loss to the BHEL Jhansi on account of indiscipline of employee then such loss shall be assessed and recovered from the running bills of the contractor or from the security deposit.
- 7) 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) 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,

11

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Tender Enquiry No: TCX/TE/6/06 date:- 04-08-2016

TD: 2016-17, Rev- 00

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.

9) Contractor to ensure compliance of the instructions contained in safety guidelines issued by Safety Deptt (HSE) of BHEL, Jhansi (Same can be downloaded from BHEL Jhansi website. The contractor has to ensure that all precautions are taken for safety of his employees and equipments.

10) **Record Keeping:** Contractor to maintain appropriate records of his employees deployed to carry out the job(s). Contractor shall maintain neatly written, complete and legible registers, records, reports and returns for inspection by various authorities at short notice.

11) **Uniform:** The contractor shall be responsible to provide to his workers uniform and safety gears such as shoes, helmet and PPE at own cost. The uniform should be dark blue trousers and light blue shirt for males and dark blue trousers/*salwar* and light blue *kurta/ kameez/top* for female.

The uniform should have logo of the contractor's firm/ company which shall be affixed by the contract labor on the left side of his pocket. The uniform shall be kept in neat, tidy and wearable condition.

The stitching and logo charges should be borne by the contractor.

Contractor shall ensure that the employees are in neat and tidy uniform and safety gear on duty.

Penalty of 5% of monthly bill may be imposed if the workers are not found in prescribed uniform and safety gears.

12) **Bus Pass:** 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.

13) 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.

14) Tools, tackles and materials : Contractor shall provide to his employees all tools, tackles, material, equipment as specified in contract and maintain the same to carry out the job under the contract at his risk and cost. BHEL shall not have any liability for these tools, tackles, equipment or material.

B) Towards statutory liability

12

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Tender Enquiry No: TCX/TE/6/06 date:- 04-08-2016

TD: 2016-17, Rev- 00

1. As mentioned in the terms and conditions enclosed as Annexure -Gø of this contract.
2. 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.
3. 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.
4. The changes in the statutory liabilities as and when done by respective government/ agency shall be applicable to the contract labours deployed under the contract.

C) Towards Finance

Contractor to arrange his own finance for carrying out the job including supply of tools, tackles and equipments, if required, to his employees, materials, payment of wages to his employees etc. Rates to be as per price bid.

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Tender Enquiry No: TCX/TE/6/06 date:- 04-08-2016

TD: 2016-17, Rev- 00

Annexure G

DATE: -04-08-2016

GENERAL TERMS & CONDITIONS FOR CONTRACTORS FOR DEPLOYMENT OF WORKERS UNDER WORKS CONTRACT.

1 SECURITY DEPOSIT

1.1. Depending on value of contract awarded the amount of Performance Security Deposit shall be as following:

| | |
|--------------------------------------|--|
| Upto Rs 10 Lakhs | 10% |
| Above Rs 10 Lakhs & upto Rs 50 Lakhs | Rs.1.0 Lakh + 7.5% of the amount exceeding Rs 10 Lakhs |
| Above 50 Lakhs | Rs. 4.0 Lakhs + 5% of the amount exceeding Rs. 50 Lakhs. |

1.2. The bidder shall submit the Performance Security Deposit as following:-

- Pay Order, Demand Draft drawn in favor of M/s Bharat Heavy Electricals Limited, JHANSI valid for the period as aforesaid.
- Local Cheque of scheduled banks, subject to realization.
- Securities available from Post Offices such as NSC, Kisan Vikas Patras etc. (Certificates to be held in the name of bidder furnishing the security and duly pledged in favor of BHEL and discharged on the back)
- Bank Guarantee from scheduled Banks/Public Financial Institutions as defined in Companies Act. The Bank Guarantee format should have the approval of BHEL.
- Fixed Deposit Receipt (FDR) issued by Scheduled Banks/Public Financial Institutions as defined in Company Act. The FDR should be in the name of bidder; A/C BHEL JHANSI duly discharged on the back.
- The PSD can also be recovered at the rate of 10% from running bills. However in such cases at least 50% of the PSD should be deposited before the start of work and balance 50% may be recovered from running bills.
- All deposits in the form of bank instruments shall be caused to be submitted preferably through the issuing bank only and deposited with the Finance Deptt. of BHEL under receipt in duplicate with copy of receipt submitted to department.
- The Performance Security Deposit shall not carry any interest.

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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/- |

2 LABOUR LICENCE AND OTHER REQUIREMENTS:-

(a) Labor License

- i) Contractor shall within 15 days of commencement/completion of work-order submit Form VI-A to RLC office. The first & final bill shall be processed only on clearance regarding submission of Form VI-A by contractor.
- ii) Contractor shall apply for Form V to BHEL for obtaining labour license (if the number of workers deployed is more than 19) from appropriate government (as on date Central Government) and submit the same within one month from the date of award of the contract. Contractor shall possess separate valid Labour license from appropriate government for each contract in line with CL(R&A) Act before deploying their employees.
- iii) In case the number of employee desired to be deployed by the contractor against the contract during execution exceeds the number of employees allowed in the license then the contractor shall obtain prior amended valid labour license for the contract for the requisite number of employees.
- iv) The contractor cannot deploy the contract worker without obtaining requisite Labour licence from the Appropriate Government (Central Govt.) authority. Till then the contractor shall be allowed to deploy maximum 19 workers or the numbers required whichever is less.

(b) Personal Accident Insurance Policy

- i) Contractor shall buy Personal Accident Insurance (24x7) policy for all of his employees deployed under the contract at own cost before the start of work. No employee should enter the BHEL factory premises/township premises or working area without insurance cover as stated below.
- ii) The policy should cover the accidental death of workers for 24 Hrs for all the seven days of week.
- iii) The policy should be purchased from Govt. under taking company.

15

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- iv) The coverage shall be of Rs. 5 lakhs per individual. The sum assured (Rs. 5 lakhs) shall become payable to the nominee/legal heir in the event of death due to accident of insured person.
- v) In the event of death of any contract worker deployed by the contractor without proper insurance cover, the contractor shall be liable to pay Rs. 5 lakhs to the nominee/ legal heir of such deceased contract worker.

3 APPOINTMENT AND ENTRY IN FACTORY PREMISES :

- 4.1 The contractor shall submit the following to HR, contracting department and CISF
 - (a) The details of the worker proposed to be deployed.
 - (b) Character certificate issued by District Magistrate's Office or Proof of remittance of fees for character certificate at District Magistrate's Office. Further he should submit the character certificate within 60 days failing which he will be discontinued.
 - (c) Copy of employment card issued by contractor to his own worker.
Annexure II
- 4.2 After submission of documents the contractor shall issue photo identity card to the employee and submit to HR department. This identity card shall be forwarded by HR department to CISF, which shall then authorize the employee to enter the factory premises initially for a period of one month.
- 4.3 The photo identity card shall have to be revalidated every month on last working day 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 employee to enter the premises of BHEL Jhansi.
- 4.4 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**.
- 4.5 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/-(Rupees two hundred only) per card shall be deducted from the security deposit of the contractor.

4 ATTENDANCE AND PAYMENT OF WAGES

- a) Contractor should maintain attendance register by recording daily attendance duly signed by both contractor and contract worker in form 16 of muster roll.
- b) Statement of Wages of labours deployed by him in form 17 under the Service contract, PF/ESI no., statutory deductions etc., in the format as in Annexure IV annexed to these terms and conditions to be maintained (Form XVII of Contract Labour (R&A) Rules)
- c) The contractor shall pay minimum wages as applicable of the Appropriate Government and in addition to minimum wages Rs.76.92, 88.46 & 96.15 per day for USW, SSW & SW respectively shall also paid to the employees as per their skill category.
- d) The contractor shall issue pay slips to his workers, for the month deployed for undertaking activities under the contract, at least a day prior to disbursement of wages.
- e) The contractor shall make payment to the his own employees/ Before the expiry of the 7th day after the last day of the wage period in respect of which the wages are payable, preferably through bank account for better control and smooth disbursement of wages. The payment of wages to the employees shall not be subject to payment against the bills by BHEL.
- f) The contractor shall remit the cheques favoring 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.
- g) 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.
- h) 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 respect of all workers deployed by him against the contract, for each month separately, along with final bills.

5 Payment of bills

The payment of bills shall be done as per contract on completion of work/stage and duly certified by agency as defined in contract.

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

- a) Copy of Measurement Book entries/Statement of work done by the Contractor
- b) Statement of Minimum Wages of employees deployed by him under the contract, PF/ESI no., statutory deductions etc., in the format as in Annexure IV annexed to these terms and conditions. (Form XVII of Contract Labour (R&A) Rules)

We hereby accepted above (signature & seal of bidder)

Seal & Signature of BHEL contracting authority

- c) PF and ESI challans for previous month- separate for concerned contract. Print of online challan along with ECR/ Contribution History of contributing contract workers for PF/ESI duly certified by the contractor.
- d) Wage payment sheet for the bill period as per annexure IV.
- 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 if any
- i) Copy of Labour License if increase in no. of employees deployed against Work Order if applicable.
- j) Copy of Challan of previous service tax paid
- k) Proof of Personal Accident Insurance Policy along with bill

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 & documents as above forward them to Finance through HR department.

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.

6.0 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.

7.0 PF CONTRIBUTION :

| Employee's Contribution | Employer's Contribution | |
|---|--|---------------|
| 12% of Normal wages paid | PF Contribution | 3.67% |
| <i>As applicable by respective Govt/ Agency. (Current statutory wage ceiling - Rs.15000/- month on Employee's/ Employers Contribution).</i> | Insp/ Admn Charges | 0.85% |
| | (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 | 13.36% |

7.1 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.

8 Employees State Insurance

- 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.
- 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.
- The contractor shall facilitate collection of issued ESI cards by his worker.
- As applicable by Government/ respective agency (existing wage limit for coverage under the Act is Rs. 15,000/- per month w.e.f. 01/05/2010).

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 :-

- Form XIII - Register of Workmen employed by contractor (Rule 75)
- Form XIV - Employment Card issued by contractor (Rule 76)



Bharat Heavy Electricals Limited, Jhansi

Department: Township Civil

Tender Enquiry No: TCX/TE/6/06 date:- 04-08-2016

TD: 2016-17, Rev- 00

- 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.

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 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

20

We hereby accepted above (signature & seal of bidder)

Seal & Signature of BHEL contracting authority



Bharat Heavy Electricals Limited, Jhansi

Department: Township Civil

Tender Enquiry No: TCX/TE/6/06 date:- 04-08-2016

TD: 2016-17, Rev- 00

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.

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 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:-

21

We hereby accepted above (signature & seal of bidder)

Seal & Signature of BHEL contracting authority



Bharat Heavy Electricals Limited, Jhansi

Department: Township Civil

Tender Enquiry No: TCX/TE/6/06 date:- 04-08-2016

TD: 2016-17, Rev- 00

- 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 .

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 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.

22

We hereby accepted above (signature & seal of bidder)

Seal & Signature of BHEL contracting authority



Bharat Heavy Electricals Limited, Jhansi

Department: Township Civil

Tender Enquiry No: TCX/TE/6/06 date:- 04-08-2016

TD: 2016-17, Rev- 00

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.

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.

20.0 SPECIAL CONDITIONS OF CONTRACT FOR WORK

- 20.1 Contractor will ensure the model of tractor (with Hydraulic Trolley) which should not be less than 40 B.H.P & not older than year 2013 and minimum capacity of 4.5 m³ Hydraulic Trolley.
- 20.2 Contractor will deployed 1 skilled Tractor operator and submit his Xerox copy of valid driving license along with original (only for checking & verification) to the TCX Department with Min. 2 labour for work execution.
- 20.3 The work will be carried out as per Direction of Engineer-in- Charge.
- 20.4 Contractor will submit the Xerox copy of tractor registration & insurance paper along with original registration & insurance paper (only for checking & verification) before commencement of work.
- 20.5 Contractor will ensure that the garbage filled trolley will be covered by polyethylene sheet or trampoline sheet to ensure adequate hygiene of township otherwise flat recovery may be made from contractor bill as below-
Recovery amount = Total trip (work Executed without above said condition sl 20.5) x contractor quoted rates x 10%.
- 20.6 The contractor will be fully responsible to execute the work according to schedule 'M' of tender and as per satisfaction of Engineer –in– charge.
- 20.7 If Contractor fails to execute the work daily according to Schedule "M" of tender & as per scope of work or not executed the work during the BHEL working day, the adequate Recovery may be made from contractor's bill as below-

23

We hereby accepted above (signature & seal of bidder)

Seal & Signature of BHEL contracting authority



Bharat Heavy Electricals Limited, Jhansi

Department: Township Civil

Tender Enquiry No: TCX/TE/6/06 date:- 04-08-2016

TD: 2016-17, Rev- 00

Recovery amount = 5 x Nos. of days (work not executed) x Contractors quoted rates.

20.8 Each and every trip of work (fully filled trolley from garbage) will be checked in Township Civil office by Asst. Engineer or appropriate civil official and contractor will ensure and maintain a log book in specific format as below and get it verified from Engineer in-charge daily.

| Date | Day | Area of work | No. of Trips | Signature of contractor | Signature of BHEL official with remarks. |
|------|-----|--------------|--------------|-------------------------|--|
|------|-----|--------------|--------------|-------------------------|--|

20.9 In case of defective work such as loose filled garbage in trolley and any other case BHEL have full right to reduce the rates / amount of such items proportionately as decided by BHEL and contractor shall have no right to claims over such type of defective work.

20.10 All type of wear & Tear operation cost including fuel, maintenance of tractor – trolley and required Tools & Plants etc. Will be arranged by contractor.

20.11 In view of scope of work and their sensitivity, contractor shall have no right to any type of extra claim on above conditions.

20.12 In-case of emergency i.e. dispose of dead animals, any other hygiene activities as per departmental instructions, contractor will take immediate action to short out the emergency work other than Schedule “M”.

20.13 Contractor will submit the photocopy of log book along with their raised bill for the respective period.

20.14 The contractor will be fully responsible to follow the instruction related to works, given & recorded by department in “Site order Book” and will be signature by him daily against recorded instructions in “Site Order Book” at department.

20.15 In-case of under capacity of trolley the proportional amount will be reduce from the contractor’s bill as below-

Reduce Amount = contractor quoted rates - (Nos. of trips x Volume of trolley x contractor quoted rates / 4.5)

20.16 Contractor engaged in “Construction and Repair work” shall register his firm at Zila Panchayat Jhansi and obtain licence/registration and submit to BHEL, Jhansi before start of the work/contract. (*Clause 1.8 will be applicable where “Construction and Repair work is involve)

20.17 Contractor will be fully responsible for the preparation of bills and submission to Engineer-in- charge.

I agreed with above conditions
Signature of Contractor

Sr.Manager (TCX & Estate)

Sub-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.....
 स्थाई पता.....वर्तमान पता.....
 शैक्षिक योग्यता.....
 तकनीकी योग्यता.....
 आधार न0.....मोबाइल न0.....

संविदा श्रमिक का
हस्ताक्षर युक्त फोटो
ठेकेदार द्वारा

भविष्य निधि खाता संख्या

| | | | | | | | | | | | | | | | | | | | |
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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 झांसी (उ०प्र०)

We hereby accepted above (signature & seal of bidder)

Seal & Signature of BHEL contracting authority



Bharat Heavy Electricals Limited, Jhansi

Department: Township Civil

Tender Enquiry No: TCX/TE/6/06 date:- 04-08-2016

TD: 2016-17, Rev- 00

Sub 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.



Bharat Heavy Electricals Limited, Jhansi

Department: Township Civil

Tender Enquiry No: TCX/TE/6/06 date:- 04-08-2016

TD: 2016-17, Rev- 00

Sub 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 |
| | | | | | | | | | | | |

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

We hereby accepted above (signature & seal of bidder)
Seal & Signature of BHEL contracting authority



Bharat Heavy Electricals Limited, Jhansi

Department: Township Civil

Tender Enquiry No: TCX/TE/6/06 date:- 04-08-2016

TD: 2016-17, Rev- 00

Sub- Annexure: IV

DATE: -04-08-2016

FORM XVII
[See Rule 78(1) (a)(i)]
Register of Wages

Name and Address of Contractor
 0 ...
 Nature and location of works

Name and address of Establishment in / under
 which contract is carried on 0 0 0 0 0 0 0 0 0 .
 0 ...

0 ... Name and address of Principal
 Employer 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0
 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0
 Wage period: Monthly 0 0 0 0 0 0 0 0 0 0 0 0 ...

| 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 |
| | | | | | |

| Daily-rate of wages/piece rate | Amount of wages earned | | | | Total |
|--------------------------------|------------------------|---------------------|----------|---|-------|
| | Basic wages | Dearness Allowances | Overtime | Other cash payments (Nature of payment to be indicated) | |
| 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 OF THE CONTRACTOR

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

 We hereby accepted above (signature & seal of bidder)
 Seal & Signature of BHEL contracting authority

Annexure H
DATE: -04-08-2016

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 ANNUAL |
|-------|--|---------------------|------------------------|
| 1 | Collection & Disposal of Domestic garbage from following Locations within BHEL Township (by mechanical transport including loading & unloading up to a lead of 3.6 kilometers.) (f) From dustbins, including brooming around area of 1-2 meter from periphery of boundary of dustbins to collect scatter garbage. (g) From Haat markets (Weekly market) (h) Removal/disposal of dead unhorned animals from Townships as per requirement and direction of Engineer-In-charge. (i) Collection and disposal of light weight scattered material like polythene, paper, packing board material, shrubs, weed plants, leaves etc. from specified location in township as per direction of Engineer In charge. (Heap will be accumulated by TCX department workers) (j) From all marriage gardens / public places situated in BHEL premises as per direction of Engineer-in-charge. | Trip | 1675 |

- 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.



Bharat Heavy Electricals Limited, Jhansi

Department: Township Civil

Tender Enquiry No: TCX/TE/6/06 date:- 04-08-2016

TD: 2016-17, Rev- 00

Annexure 'I'

DATE: -04-08-2016

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 : _____
11. Jhansi Jila panchayat Registration : _____ Enclosed /
Not Enclosed

30

We hereby accepted above (signature & seal of bidder)

Seal & Signature of BHEL contracting authority



Bharat Heavy Electricals Limited, Jhansi

Department: Township Civil

Tender Enquiry No: TCX/TE/6/06 date:- 04-08-2016

TD: 2016-17, Rev- 00

12. Earnest Money Deposit : Rs. _____
- a) D.D. Number & Date : _____ Date _____
- b) Drawn on (Bank) : _____
13. Any other relevant information: _____

14. Tender Cost :Rs. _____
- D.D. No. /Receipt No : _____
15. Validity of offer : _____
(At least 90 days from the date of tender Opening.)
16. Blank Price bid format : Enclosed/Not Enclosed
17. PF registration certificate (if exempted submit exemption proof)
PF registration code : _____
Attach Copy of the PF registration
18. ESI registration certificate: (if exempted submit exemption proof)
ESI registration code : _____
Attach Copy of ESI registration

(B) Desirable:

1. Income Tax return last 3 yrs. : Enclosed / Not Enclosed
2. 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:

31

We hereby accepted above (signature & seal of bidder)

Seal & Signature of BHEL contracting authority



Bharat Heavy Electricals Limited, Jhansi

Department: Township Civil

Tender Enquiry No: TCX/TE/6/06 date:- 04-08-2016

TD: 2016-17, Rev- 00

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.

o o

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

Annexure J

TENDER ENQUIRY NO: TCX/TE/6/06

DATE: 04-08-2016

BLANK PRICE BID

a. Name of the firm : _____

| Sl.No | JOB/ACTIVITY | UNIT | QUANTUM OF WORK | RATE QUOTED/ UNIT (RS.) | TOTAL VALUE (E=C*D) (RS) |
|-------|--|-------------|-----------------|-------------------------|--------------------------|
| | A | B | C | D | E |
| | Collection & Disposal of Domestic garbage from following Locations within BHEL Township (by mechanical transport including loading & unloading up to a lead of 3.6 kilometers.) (k) From dustbins, including brooming around area of 1-2 meter from periphery of boundary of dustbins to collect scatter garbage. (l) From Haat markets (Weekly market) (m) Removal/disposal of dead unhorned animals from Townships as per requirement and direction of Engineer-In-charge. (n) Collection and disposal of light weight scattered material like polythene, paper, packing board material, shrubs, weed plants, leaves etc. from specified location in township as per direction of Engineer In charge. (Heap will be accumulated by TCX department workers) (o) From all marriage gardens / public places situated in BHEL premises as per direction of Engineer-in-charge. | Trip | 1675 | | |
| | | | | Total | |

Signature of contractor

o o

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

We hereby accepted above (signature & seal of bidder)

Seal & Signature of BHEL contracting authority

Annexure K

Reference to general condition of contract

| Condition No. | | | |
|---------------|---|--|------------|
| 3(b) | Accepting Authority | AGM – (HR) | |
| 3 (i) | Market Rate percentage addition to cover overheads and profit. | ----- | |
| 9 | Earnest money : security deposit | | |
| | (a) Earnest money - | 10000/- | |
| | (b) Security deposits The rate of security deposit as below. | | |
| | Upto Rs. 10 lakhs | 10% | Rs. |
| | Total Security | | Rs. |
| 10 (iv)A (A) | Permissible deviation limit for any contract item , substituted item or contract -cum substituted item in excess of the original value of the item (Applicable percentage Rate Contracts) | It may vary extent to as per requirement | |
| 10 (vi)A (b) | Permissible deviation limit for an individual trade item (Applicable to Lump sum Contracts only) | | |
| 10 (vi)A (c) | Permissible deviation limit for items of work not already included in the contract. | It may vary extent to as per requirement | |
| (vii) B (a) | Permissible deviation limit for an individual trade item. | It may vary extent to as per requirement | |
| 12 | Suspension of work | | |
| 12 (b) (ii) | Percentage payable to cover Contractors indirect expenses for suspension exceeding thirty days and not exceeding 3 months. | NA | |
| (C) | Percentage payable to cover Contractor's indirect expenses for suspension exceeding 3 months. | NA | |
| 13 | Time allowed for execution of work | | |
| 13 (h) | Authority competent to decide if "any other cause ' of delay is beyond Contractor's Control. | AGM – (HR) | |
| 32 | Authority competent to reduce compensation amount | AGM – (HR) | |
| 33 | Defects liability period. | Nil | |
| 34 | Authority for appointing arbitrator | Unit Head | |

We hereby accepted above (signature & seal of bidder)

Seal & Signature of BHEL contracting authority



Bharat Heavy Electricals Limited, Jhansi

Department: Township Civil

Tender Enquiry No: TCX/TE/6/06 date:- 04-08-2016

TD: 2016-17, Rev- 00

Annexure L

INTEGRITY PACT

Between

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Siri Fort, New Delhi – 110049 (India) hereinafter referred 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), hereafter to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assign of the OTHER PART

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for

_____.

The Principal value 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 relation with its Bidders(s)/ Contractor(s).

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

BHEL

AA: MM: IP: R01 dtd 1.4.2010

1 of 8

34

We hereby accepted above (signature & seal of bidder)
Seal & Signature of BHEL contracting authority



Bharat Heavy Electricals Limited, Jhansi

Department: Township Civil

Tender Enquiry No: TCX/TE/6/06 date:- 04-08-2016

TD: 2016-17, Rev- 00

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) 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.
- (b) 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.
- (c) 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 MORE THAN ONE CONTRACTOR QUOTED THE L 1 (LOWEST AND TECHNICALLY ACCEPTED) RATES, THE WORK MAY BE AWARDED THROUGH DRAW OF LOTTERY.

We hereby accepted above (signature & seal of bidder)

Seal & Signature of BHEL contracting authority



Bharat Heavy Electricals Limited, Jhansi

Department: Township Civil

Enquiry No: TCX/TE/6/06 date:- 04-08-2016

TD: 2016-17, Rev- 00

Tender

SCHEDULE "M" Work Annexure

Annexure: M

Ist Week of the month

| Day | Area of work (Including Dustbin, road sides etc.) | | | |
|-----------------------|---|--|--|--|
| Monday | GM QTR SECTOR- 0 & main gate | TY.5/ Sec-1 | Weekly market | Public building- Shopping Center-01 & 02, , Hospital, Guest house, All BHEL offices situated in Township etc. (All heap accumulated on collection of garbage from dustbin and sweeping nearby area) |
| Tuesday | Guest house servant qtrs. | Nursery & BMKS, pared ground | A type | Public building- Shopping Center-01 & 02, Barat ghar no.01 & 02, Community center ,Milan and sangam vatika, Guest house , Recreation center, Club bundela, Hospital, BSN Schools, all religieous places, All BHEL offices situated in Township etc.(All heap accumulated on collection of garbage from dustbin and sweeping nearby area) |
| Wednesd ay | B Type | Type M & X | Weekly market | Public building- Shopping Center-01 & 02, Hospital, Transit flat,All BHEL offices situated in Township etc.(All heap accumulated on collection of garbage from dustbin and sweeping nearby area) |
| Thursday | Type 3/ Sect.2 | Public building- Shopping Center-01 & 02, Barat ghar no.01 & 02, Community center ,Milan and sangam vatika, Guest house ,Transit flat, Recreation center, Club bundela,Hospital, BSN Schools, all religieous places, All BHEL offices situated in Township etc.(All heap accumulated on collection of garbage from dustbin and sweeping nearby area) | | |
| Friday | Ty.4 /sec,2 | Weekly market | Public building- Shopping Center-01 & 02, Hospital, Transit flat,All BHEL offices situated in Township etc.(All heap accumulated on collection of garbage from dustbin and sweeping nearby area) | |
| Saturday | TY.5/ Sec-2 | Public building- Shopping Center-01 & 02, Barat ghar no.01 & 02, Community center ,Milan and sangam vatika, Guest house ,Transit flat, Recreation center, Club bundela,Hospital, BSN Schools, all religieous places, All BHEL offices situated in Township etc.(All heap accumulated on collection of garbage from dustbin and sweeping nearby area) | | |

We hereby accepted above (signature & seal of bidder)

Seal & Signature of BHEL contracting authority



Bharat Heavy Electricals Limited, Jhansi

Department: Township Civil

Tender

Enquiry No: TCX/TE/6/06 date:- 04-08-2016

TD: 2016-17, Rev- 00

11th Week of the month

| | | | | | |
|------------------|----------------|--|---------------|---------------|---|
| Monday | Ty.4 /sec,1 | H Type | ET hostel | Weekly market | Public building- Shopping Center-01 & 02, , Hospital, Guest house, All BHEL offices situated in Township etc.(All heap accumulated on collection of garbage from dustbin and sweeping nearby area) |
| Tuesday | Type 3 /SECT.1 | Public building- Shopping Center-01 & 02, Barat ghar no.01 & 02, Community center ,Milan and sangam vatika, Guest house ,Transit flat, Recreation center, Club bundela,Hospital, BSN Schools, all religieous places, All BHEL offices situated in Township etc.(All heap accumulated on collection of garbage from dustbin and sweeping nearby area) | | | |
| Wednesday | TY.2 - PHASE 3 | Weekly market | | | |
| Thursday | TY.2 -NEW | Public building- Shopping Center-01 & 02, , Hospital, Guest house, All BHEL offices situated in Township etc.(All heap accumulated on collection of garbage from dustbin and sweeping nearby area) | | | |
| Friday | TY.2 - PHASE 4 | TY.2 - Modified | Weekly market | | |
| Saturday | TY.2 -OLD | Public building- Shopping Center-01 & 02, Barat ghar no.01 & 02, Community center ,Milan and sangam vatika, Guest house ,Transit flat, Recreation center, Club bundela, Hospital, BSN Schools, all religieous places, All BHEL offices situated in Township etc.(All heap accumulated on collection of garbage from dustbin and sweeping nearby area) | | | |

*Note: Above schedule shall be repeated during remaining period of contract.

Additional Work other than above work.

National festival, Marriage garden, Religious functions, official programme, marriage programme and any other places as directed by Engineer- in- charge.

We hereby accepted above (signature & seal of bidder)

Seal & Signature of BHEL contracting authority