

ANNEXURE-I**Techno-Commercial Bid for Enquiry Ref:**

Sl.No	Description	Details
1	Experience of successfully completed similar work during last 7 year ending 30.09.2015, should be either of following (kindly attached proof) <ul style="list-style-type: none"> • Three Similar* completed work costing not less than amount equal to Rs. 6.62 Lakhs. • Two similar completed work costing less than amount equal to Rs.8.27 Lakhs. • One similar completed work costing not less than amount equal to Rs. 13.23 Lakhs. 	
2	Financial Turnover of Last 3 years ending 31.03.2015 should be at least Rs.4.96 Lakhs. <ol style="list-style-type: none"> a. Year 2012-13 b. Year 2013-14 c. Year 2014-15 	
3	PAN/TAN No.	
4	Permanent employees including supervisors on rolls	
5	PF Registration number	
6	ESI Registration number	
7	Service Tax Registration number	
8	Category wise employees in various companies (can attach separate sheet if required)	
9	Acceptance to E-Payment	
10	Labour License	
11	Solvency Certificate for a value of minimum Rs. 1 Lakhs	

*** Similar work is defined as Horticulture or Maintenance of residential or non residential complex of central/State Govt. Department/Autonomous bodies/PSUs/Industries.**

CONTRACTOR'S OBLIGATIONS

A. CONTRACTUAL

- a) Contractor shall decide the number of employees to be deployed for execution of the work awarded to him and he or his authorized representative will be solely entitled to dictate such workers about the manner of carrying out the work as per the prescribed specifications and quality plan. **(Refer Annexure II for specifications along with requirement)**
- 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 to provide employment card/Identity card with photograph duly verified and attested by the Contractor to his employees. Contractor to indicate the name of the proprietary/partnership firm/company, place of work, contract number and duration of validity of card.
- g) Contractor will be responsible for the good conduct of his employees. In case of any misconduct / misbehavior by any employee, the contractor will replace such employee(s) immediately.
- h) 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.
- i) 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.
- j) Contractor to provide safety appliances and safety shoes to his employees. The contractor shall be responsible for enforcing all safety regulations as applicable.

- k) The contractor has to provide 2 sets of distinct uniform different from BHEL employees. The Uniform should have logo of the Contractors firm / company. The uniform shall be kept in neat, tidy and wearable condition. Wherever necessary, the Cap shall be integral part of the uniform.
- l) Contractor to ensure that all precautions are taken for safety of his employees and equipments and take insurance for his men, mandatory insurance cover for all the workforce of the contractor for a sum insured of **Rs 5 Lakh** for each workforce of the contractor. The contractor has to assess the premium of insurance cover for his contract period and build the cost in his quote.
- m) 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 including retrenchment compensation.
- n) Contractor shall provide safety appliances and maintain the same at his own cost which may be required under the statute or otherwise.
- o) Contractor shall provide material at his cost as mentioned in the contract to his employees for carrying out the job.

B. Towards statutory liability

- a) All statutory requirements under Minimum Wages Act, 1948, Payment of Wages Act, 1936, Workmen Compensation Act. 1923, EPF & MP Act, 1952, Payment of Gratuity Act, 1972, ESI Act, 1948, The Contract Labour (R&A) Act, 1970, Payment of Bonus Act, 1965, Income Tax Act, Service Tax Act and all other applicable Acts shall be complied with by the contractor.
- b) Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.
- c) Contractor shall ensure payment of statutory prescribed minimum wages as applicable from time to time in the presence of authorized representative of BHEL by the 7th of each month and maintain proper records of their timely disbursement. . The disbursement should be made through e-transfer to accounts of the employees .The contractor has to furnish the e-transfer proof along with bill. These records need to be preserved for a period of at least 3 years and should be made available even after the contract is over for any verification by the statutory authorities / BHEL authorities.
- d) Contractor to provide PF pass book to his employees and ensure payment of PF, EDLI, pension dues under EPF & MP Act, 1952 to the RPF.

- e) Contractor shall ensure payment of ESI contribution under ESI Act, 1948 and provide ESI membership No./card of each employee.
- f) Contractor shall produce proof of deductions as well as remittances of PF, EDLI, Pension, ESI contribution, administrative charges etc. wherever applicable and shall maintain proper records. Contractor to issue wage slips to his employees.
- g) Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.
- h) Contractor shall be solely responsible for non-payment/ delayed payment of wages/ DA, contributions under EPF & MP Act, ESI Act etc.
- i) In case the contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the security deposit/other dues/running bills under the contract can be utilized by BHEL to discharge the liability of the contractor.
- j) Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
- k) The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor. The contractor should indemnify BHEL on the same account.
- l) Contractor to obtain insurance cover for his employees / equipment / tools and tackles etc and take third party risk insurance coverage at his own cost. BHEL shall not be responsible for any loss, damage, pilferage of his property and / or his employees.
- m) Contractor should have independent code numbers/ exemptions under EPF & MP Act, 1952 and ESI Act, 1948 and shall cover his employees under the said codes.
- n) Payment of bonus under the Payment of Bonus Act, Payment of gratuity under the Gratuity Act, and retrenchment compensation under Act will be the sole responsibility of the contractor.
- o) Over and above the daily wage rate, payment shall be made for leave with wages.
- p) Contractor shall observe Provisions of the Factories Act in respect of working hours, holidays, rest intervals, leave and overtime to his employee. No work shall be done on second/third shift, overtime, Sundays or on other declared holidays without written permission. 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.

- q) The contractor should disburse wages to his labour immediately on conclusion of the month or on or before 7th of succeeding month (exception of holiday / force majeure). For any delay payment beyond 7th a penalty of Rs. 500 per day shall be levied and deducted from the monthly bill. The contractor shall pay the wages every month by e-transfer to bank account of his labour. The contractor also should simultaneously take signature of the workers in the wages sheet which contains detailed calculation. Such sheet duly signed by his worker should be submitted to the Company along with proof of PF, ESI payment, Service tax payment etc.
- r) Contractor to obtain license under CL(R&A) Act, 1970.

C. Towards Finance

Contractor to arrange his own finance for carrying out the job including payment of wages to his employees etc. The rates should be inclusive of Service Charge and Service Tax and should be valid for a period of 90 days. The amount quoted for the job will vary depending on the following:

- a) Any changes in the monthly consolidated wages fixed by BHEL;
- b) The periodic VDA increase, as and when notified by the Haryana State Government shall be payable separately;
- c) Any changes in PF / ESI contribution of employers portion due to changes in Labour Law.
- d) Payment to the contractor will be subject to TDS as per rules in force from time to time.

As per standard payment terms, Payment against running bills on achievement of milestones/ completion of job as per specification/ will be made after 7 days and within 30 days from the date of completion of job/ submission of bill duly verified by authorized officer and the same will have no relation with the payment schedule of wages of his employees.

D. General Terms & Conditions

- a. BHEL shall have the privity of the contract with the contractor only and will give instructions to the contractor or his authorized representative. BHEL will have nothing to do or be concerned with the employment of employees working for the contractor. The relationship between BHEL and the Contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or an employer-employee relationship.

- b. The contractor shall maintain regular contact with the designated employee(s) of BHEL and will interact on matters relating to the work awarded under this contract.
- c. In case the Contractor does not carry out the Contractual/Statutory obligations or the services rendered by him are found to be unsatisfactory, BHEL shall bring the same to his notice and he will be obliged to discharge the obligations and rectify the deficiency/anomaly within specified time (Units to specify the time) failing which, BHEL reserves the right to impose penalty (Units to specify the quantum of penalty in the contract) and/or terminate the contract without assigning any reason whatsoever. In such an event, no damages will be payable for short closure of the contract. The delay in completion of work will attract a penalty @ .5% per week for the unfinished work limited to a maximum of 10% of contract value.

- d. The contractor shall deposit an amount as security deposit with BHEL before start of the work .The rate of Security Deposit will be as below:

<u>Contract value</u>	<u>Security deposit</u>
Up to Rs 10 Lakh:	10% of Work Order value
Above Rs. 10 Lakh & up to Rs. 50 Lakh:	Rs. 1 Lakh+7.5% of the amount Exceeding Rs.10 Lakh
Above Rs. 50 Lakh:	Rs. 4 Lakh+ 5% of amount exceeding Rs 50 Lakh.

It is an interest-free deposit, which will be returned after the end of the contract on completion of all contractual obligations.

- e. The decision of BHEL regarding interpretation of any of terms and conditions set orth in this agreement shall be final and binding on the Contractor.
- f. Any matter arising out of or in connection with the agreement shall be under jurisdiction of **Gurgaon** Courts.
- g. Without prejudice to the aforesaid clause, BHEL reserves its right to terminate the contract without assigning any reason thereof by giving 30 days notice in writing to the contractor.
- h. The contract is intended for a period of two years and may be extended on mutually agreed terms and conditions. The contract will commence on **01.01.16** and will remain valid for a period of **two** year(s) till **31.12.17**.
- i. 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 the provisions of the 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. The award of the arbitrator shall be final and binding on both the Parties. The venue of the Arbitration shall be **Gurgaon** 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 **Gurgaon** Courts.

- j. The cancellation of contract may be either for whole or part of the contract at BHEL's option. In the event of termination of contract in whole or part BHEL may procure upon such terms and in such manner as deemed appropriate, supplies or services similar to those so terminated and the contractor shall be liable to BHEL for any excess costs for such similar supplies or services provided that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.