

# **Tender Documents**

**For Man-Power Supply Contract** (Total 39 pages)

## Tender Documents

BHEL VARANASI

TENDER ENQUIRY NO: HERP/WORKS CONTRACT/2013-14

DATE: 28.06.2013

### DETAILS OF TENDER DOCUMENT

**1. Nature of work:**

- Material handling
- Assistance in Machining of Components
- Horticulture & Cleaning Works
- Painting, Packing & Salvaging of Scrap Wood
- Office Assistance

This tender is being floated based on the category of labours (Un-skilled, Semi-skilled & Skilled). These labours need to be supplied as per requirement of BHEL in relation to the work specified above.

**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 and Conditions (Annexure-G)
- h) Technical Bid Application (Annexure-H)
- i) Price Bid ( Annexure-I)
- j) Contractor Registration form (Annexure- VI)
- k) Contractor declaration Certificate ( Annexure –J)
- l) Indemnity Bond Format, to be executed by successful bidder at the time of signing of contract agreement. ( Annexure-K)
- m) Check List (Annexure-L: **must be submitted alongwith Techno-commercial bid** )

The duly filled in Technical Bid Application, Price bid and Contractor Registration Form, Contractor declaration Certificate and Indemnity Bond, Check List (Annexure H, I,VI, J, K & L separately) along with the instructions to the tenders, Contractor's Obligations, General Terms and Conditions **with the signature and seal of the tenderer on all the pages and complete in all respects** super scribed as "Quotation for Tender No. **HERP/WORKS CONTRACT/2013-14 DATED 28.06.2013**" should reach us in a sealed cover on or before **16.07.2013 (14:00 hours)** through Registered / Speed post or the same may be dropped in the tender box available at the following address:

Tender Box  
MM Deptt., Admin. Building  
Bharat Heavy Electricals Limited  
HERP,TARANA, SHIVPUR,  
VARANASI-221003.

**Note:** Dropping of tender in the Tender Box within schedule time and date is the responsibility of the bidder.

## BHEL – VARANASI

### Tender Documents

TENDER ENQUIRY NO: HERP/WORKS CONTRACT/2013-14

DATE: 28.06.2013

**NOTE: CONTRACTORS SHOULD SUBMIT FOUR SEPARATE SELAED ENVELOPES AS FOLLOWS:**

ENVELOPE A –CONTRACTOR REGISTRATION FORM , CHECK LIST & TECHNICAL BID

ENVELOPE B - EMD

ENVELOPE C – PRICE BID

ENVELOPE D – ENVELOP A + ENVELOP B + ENVELOP C

**IN CASE THE BIDS FOUNDS IN ONE SINGLE ENVELOPE THEN THE “BIDS” ARE LIABLE TO BE REJECTED.**

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**NOTICE INVITING TENDER**

**TENDER ENQUIRY NO: HERP/WORKS CONTRACT/2013-14**

**DATE: 28.06.2013**

Supply of man power (labours) for below stated nature of work:-

**1. Nature of work:**

- Material handling
- Assistance in Machining of Components
- Horticulture & Cleaning Works
- Painting, Packing & Salvaging of Scrap Wood
- Office Assistance

**2. Approx No. of Man days : 51480**

**3. Tender Evaluation Criteria : As per Annexure – E**

**4. ESTIMATED VALUE OF THE CONTRACT : Rs. 247 Lacs Approx. (inclusive of Service Tax)**

**5. Duration of the Contract : One Year from the date of commencement of contract**

**6. Other specific requirements : As per Tender**

**7. Last date of receipt of the Tender : up to 14:00 hours on 16-07-2013**

**8. Date of opening of Technical Bid, Contractor Registration Form & EMD ( Envelop A & B of Tender Documents) : 15.00 hours on 16-07-2013**

**9. Address for receipt/issue of Tender Documents : Bharat Heavy Electricals Limited  
HERP, TARANA, VARANASI**

**10. Earnest Money Deposit : Rs.200000.00 (Rupees Two Lacs Only)**

- a. EMD Rs.200000.00 (Rupees Two Lacs Only) is to be submitted along with offer and is to be remitted in Cash (as permissible under Income Tax Act), Pay order or Demand Draft only. in favour of BHEL, HERP, VARANASI.
- b. EMD shall not carry any interest.
- c. OFFER WITHOUT THE EMD WILL NOT BE CONSIDERED FOR EVALUATION.

- d. EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of acceptance of award of work by the successful tenderer.

11. EMD by the Tenderer will be forfeited as per Tender Documents if:

- i) After opening the tender, the tenderer revokes his tender within the validity period or increases his earlier quoted rates.
- ii) The tenderer does not commence the work within the period as per LOI / Contract. In case the LOI / contract is silent in this regard then within 15 days after award of contract.

12. Cost of Tender Document: Rs.1000.00 (Inclusive of Tax/Duty as applicable) (payable through a Separate Demand Draft in favour of "BHEL, VARANASI" alongwith technical bid). In case of cost of tender document in the form of DD of Rs. 1000 is not submitted with technical bid, the offer will be rejected.

Interested contractors may obtain the tender documents on cash payment of Rs. 1000 from BHEL HERP Varanasi.

13. Security Deposit : Security Deposit should be collected from the successful tenderer. The rate of Security Deposit will be as below:

Above Rs. 50 lakhs: Rs 4 lakhs + 5% of the amount exceeding Rs. 50 lakhs.

i.e. Security Deposit of Rs. 13.87 Lacs will be submitted from the successful tenderer before start of the work by the contractor. (This is tentative value of security deposit calculated on the basis of tentative contract value, which may vary on the basis of final value of contract.)

- a. The security Deposit should be collected before start of the work by the contractor.
- b. Security Deposit may be furnished in any one of the following forms:
  - i) Cash (as permissible under the Income Tax Act)
  - ii) Pay Order, Demand Draft in favour of BHEL
  - iii) Local cheques of scheduled banks, subject to realization.
  - iv) Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).
  - v) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
  - vi) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.
  - vii) Security deposit can also be recovered at the rate of 10% from the running bills.However in such cases at least 50% of the Security Deposit should be deposited before start of the work and the balance 50% may be recovered from the running bills.

- viii) EMD of the successful tenderer can be converted and adjusted against the security deposit.
- ix) The security deposit shall not carry any interest.

(Note: Acceptance of Security Deposit against Sl. No. (iv) and (vi) above will be subject to hypothecation or endorsement on the documents in favour of BHEL.

However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith).

c) Security deposit shall not be refunded to the contractor except in accordance with the terms of the contract.

**NOTE :**

THE CONTRACTORS MAY PHYSICALLY VISIT THE WORK PLACE BEFORE QUOTING THEIR RATES.THEY MAY ALSO VISIT OUR WEBSITE [www.bhelherp.com](http://www.bhelherp.com) FOR OTHER RELAVANT DETAILS.

I/We agree with the above

Signature of Contractor with Seal

**Work Specification**

**Material Handling:**

**( i ) MAIN STORE AREA**

1. LOADING / UNLOADING OF MATERIALS.  
UNLOADING OF MATERIAL FROM TRUCK / TROLLY/TRAILER/TAIMPO etc.  
LOADING OF TRUCK / TROLLY AS & WHEN REQD.
2. MATERIAL HANDLING IN STORES.  
LOADING/UN LOADING OF MATERIAL FROM RECEIPT SECTION TO CUSTODY SECTION.  
LOADING / UNLOADING OF MATERIAL FROM CUSTODY SECTION TO SHOP AS & WHEN REQD.  
CLEANING, PLACEMENT & STACKING OF MATERIALS IN STORES & OPEN PLATFORM.  
STACKING OF MATERIALS ON OPEN PLATFORM AND OPEN AREAS.  
UPKEEP OF MATERIALS IN SHED & COVERED STORES.
3. OPENING OF PACKING BOXES / CRATE GUNNY BAGS ETC.
4. COUNTING OF MATERIAL.
5. IDENTIFICATION, MARKING OF MATERIAL.
6. CLEANING & PRESERVATION OF MATERIAL BEING STORED.
7. MARKING/Writing/PUNCHING OF SRV NOS, MATERIAL CODE, Q NUMBER ON ALL INCOMING MATERIALS/STORES.
8. DAY TO DAY ISSUE OF MATERIALS TO USER DEPARMENTS.
9. HANDLING OF SURPLUS/CONDMNED/REJECTED/SCRAP MATERIALS.
10. ANY OTHER WORK ASSIGNED TIME TO TIME.

**(ii) SHOP AREA**

- 1 FEEDING/TRANSFER/SHIFTING OF MATERIAL FROM MAIN TORES/PLATFORM/OPEN AREAS TO SHOP.
- 2 MATERIAL HANDLING FROM ONE WORK CENTRE TO ANOTHER WORK CENTRE.
- 3 SHIFTING OF FINISHED MATERIAL FROM SHOP TO DISPATCH AREA.
- 4 LOADING / UNLOADING OF MATERIAL FROM TRUCKS/TEMPO etc.
- 5 REMOVAL OF CHIPS FROM MACHINES.
- 6 SHIFTING OF CHIPS FROM SHOP TO SCRAP YARD.
- 7 REMOVAL OF OFF-CUTS FROM SHEARING MACHINE & GAS CUTTING SECTION.
- 8 CLEANING OF SHOP FLOOR, SHOP STORES , SUPERVISOR CABIN, CNC ROOM etc.
- 9 LOADING & UNLOADING OF MATERIAL ON WORK CENTRES.
- 10 ANY OTHER WORK ASSIGNED TIME TO TIME.

**(iii) MAINTENANCE AREA**

1. TO ASSIST MAINTENANCE TEAM FOR HANDLING OF O&M SPARES/EQUIPMENTS ETC, FOR PREVENTIVE/ ROUTEEN MAINTENANCE OF MACHINES.
2. TRANSFER & INTERBAY SHIFTING OF TOOLS/TACKLES, OILS/GREES, O&M SPARES, OIL DRUMS ETC.
3. MATERIAL HANDLING DURING INSTALATION OF NEW & RETROFITTED MACHINE TOOLS/ EQUIPMENTS ON SHOP FLOOR.
4. REPAIRING OF ELECTRICAL WIRING AND ATTENDING OTHER ELECTRICAL COMPLAINTS IN THE TOWNSHIP, GUEST HOUSE AND OFFICE BUILDING OF THE PLANT.
5. TOPPING UP THE OIL (HYDRAULIC OIL, LUBRICANTS ETC.) IN THE MACHINES AND SUPPORTING THE MAINTENANCE GROUP DURING THE MACHINE MAINTENANCE.
6. ANY OTHER WORK ASSIGNED TIME TO TIME.

**(iv) DISPATCH AREA**

HANDLING OF ALL DISPATCHABLE MATERIALS TO CUSTOMERS/PROJECTS/SITES.  
HANDLING OF MATERIALS DURING PACKING IN BOXES/CRATES.  
HANDLING OF MATERIALS DURING PAINTING/PRESERVATION BEFORE PACKING.  
HANDLING OF MATERIALS DURING WRITING/IDENTIFICATION.  
HANDLING OF STORE ISSUED FINISHED/BOI ITEMS/MATERIALS FOR DISPATCH.  
LOADING OF LOOSE MATERIALS, PACKED BOXES/CRATES ON TRUCKS/ TRAILORS/ TROLLEY ETC.  
ANY OTHER WORK ASSIGNED TIME TO TIME.

**(v) SUBCONTRACTING AREA**

LOADING & HANDLING OF SUBCONTRACT MATERIALS SUCH AS CASTINGS, FORGINGS, ROUNDS/RODS, PLATES, FREE ISSUE MATERIALS, AND BOIs ETC FOR PROCEEDING/ASSEMBLY AT VENDOR/SUBCONTRACTOR'S WORKS.  
UNLOADING & HANDLING OF SUBCONTRACTED JOBS.  
ANY OTHER WORK ASSIGNED TIME TO TIME.

**(vi) CLH/VLH & INSPECTION/TESTING AREA**

HANDLING OF CLH/VLH FOR TESTING.  
HANDLING OF INCOMING MATERIALS DURING INSPECTION.  
HANDLING OF MATERIALS/CLH/VLH DURING DISPATCH TO VARIOUS CUSTOMER /PROJECTS /SITES.  
ANY OTHER WORK ASSIGNED TIME TO TIME.

**(vii) OFFICE WORKS**

GENERAL ASSISTANCE FOR HANDLING OF DOCUMENTS.  
RECEIPT AND DESPATCH OF DOCUMENTS.  
DISTRIBUTION OF DOCUMENTS IN OTHER DEPARTMENTS.  
MAINTENANCE & KEEPING FILES, FILING OF PAPER AND OTHER MISC. WORK.  
ANY OTHER WORK ASSIGNED TIME TO TIME.

**(viii) QUALITY CONTROL**

ASSISTING IN INSPECTION AND HANDLING OF INSTRUMENTS.  
MATERIAL HANDLING.  
ANY OTHER WORK ASSIGNED TIME TO TIME.

**(ix) Purchase Department**

KEEPING THE FILES AND PAPER.  
FILLING THE PAPERS IN THEIR RESPECTIVE FILES.  
PRINTING OF ENQUIRY, PO AND DISPATCH LETTERS.  
ASSISTANCE DURING TENDER OPENING.  
ANY OTHER WORK ASSIGNED TIME TO TIME.

## Annexure-B (ii)

### Work Specification

#### ASSITANCE IN MACHINING

Sl no	Works Centres	Nature of work
01	Lathes Machines	Assisting in turning of raw materials to semi finished / finished jobs
02	Milling Machine	Assisting in general Milling, Milling of key ways, slots, grooves etc. on Finished jobs.
03	Slotting Machine	Assisting in Key way making on finished jobs.
04	Radial/Universals Drilling Machine	Assisting in Drilling & Tapping of all sizes holes on finished jobs.
05	Vertical/Horizontal Boring Machine	Assisting in Turning/ Facing/Milling/Drilling of raw materials to finished jobs.
06	Brake Press/Shearing Machine	Assisting in Forming, Shearing of plates & sheets.
07	Welding Machines	Assisting in Welding by Arc Welding Machine on M.S. & S.S. jobs
08	Plano Milling	Assisting in General Milling & key Way Milling of items as per drg.
09	Gas Cutting	Assisting in Gas cutting of plates as per drgs.
10	Assembly	Assisting in Assembly of the items as per drg.
11	Power Saw	Assisting in cutting operation.
12	Misc. Works on shop floor	Assisting in all type of misc. Works on shop floor.
13	CLH test stand	Assistance in Testing of CLH & VLH.

## Annexure-B (iii)

### Work Specification

#### Horticulture works

Sl. No.	Description of Work
1	Earth work in excavation by mechanical means (Hydraulic excavator) / manual means over areas including disposal of excavated earth, disposed earth to be levelled and neatly dressed. All kinds of soil.
2	Surface dressing of the ground including removing vegetation and in-equalities and disposal of rubbish. All kinds of soil.
3	Ploughing the existing ground and watering the same: All kinds of soil
4	Uprooting rank vegetation and weeds by digging the area removing all weeds and other growth with roots by forking repeatedly, breaking clods, rough dressing, flooding with water, uprooting fresh growths after 10 to 15 days and then fine dressing for planting new grass, including disposal of all rubbish with all leads and lifts.
5	Flooding the ground with water including making kiaries and dismantling the same.
6	Upkeeping and maintaining the lawns including regular watering, moving, removal of weeds and other growth by forking repeatedly, rolling to ensure proper level etc. complete for one year.
7	Providing / Planting and maintaining the seasonal flower plants. The activity includes preparation of earth by mixing the dung manure, spraying the pesticides time to time, fine dressing, watering and removing all weeds and other growth with roots repeatedly to ensure proper growth of planted plants complete in all respect.

#### Cleaning work at HERP, Township & Guest House

Sl. No.	Description of Work
1	Cleaning of Roads/ Disposal of rubbish at the place as per directed by- Engineer-in-charge (Area to be covered plant and Township)
2	Cleaning of offices/ dustbins of floor and disposal of waste papers from dustbins as per directed by- Engineer-in-charge (Area to be covered all offices, stores, canteen and platform.)
3	Cleaning of Toilets with Acid/Phenyl etc. as per requirement and placing naphthalene balls in urinals / washbasins as per directed by- Engineer-in-charge .
4	Cleaning of Drains of plant and township regular basis.

**Work Specification**

**PAINTING, PACKING AND WRITING ON WOODED BOXES/CRATES**

**1. Painting & Preservation:**

**(a) Cleaning & Primer coating on the jobs :**

- (i) Use kerosene oil/ thinner / cotton waste / old dhoti for cleaning & removal of oily & grease /rusted/scaled surface.
- (ii) Use Wire brush / rust remover / Amery paper for rust & dust removal of jobs and equipments/structures etc time to time.
- (iii) Primer coating to be done as per requirement of the jobs.
- (iv) Preservation of finished jobs to be done as per requirement of jobs shown in paint request form.
- (v) Items to be properly greased before packing

**b) Anti corrosive priming & Painting of jobs :**

- (i) Anti-corrosive paints to be applied after checking surface preparation of the jobs by authorized persons of BHEL
- (ii) Painting the surface by suitable sizes of brush and spray gun as per Job requirement.
- (iii) Anti corrosive priming & finish paint on jobs is to be done as per instruction mentioned on paint requisition form.

**(2) Packing & writing on Wooden boxes / crates & loose items :**

- (i) Ensure handling and packing instruction from authorized Shipping department of BHEL.
- (ii) Threaded portion of the finished jobs to be protected by plastic sleeves / wrapping gunny bags cloths before final packing as per packing instructions
- (iii) Packing cases are properly secure by nailing and hoop iron strips.
- (iv) Each wooden packing boxes/crates/ loose items are to be marked by paint/identification tag/stencils to indicate package no, address of consignee / consignor and other packing instruction if any before dispatch from the plant.
- (v) Shipping deptt. will provide dispatch plan for packaging the despatchable items/ jobs. & writing on wooden boxes / crates / loose items/ jobs to be done as per instruction & information supplied by Shipping deptt..
- (vi) Loose items to be wrapped in Gunny Bags/ Plastic sheets / Bituminous paper before packing.
- (vii) All the packing boxes/crates to be properly nailed and strapped before dispatch.

**(3) SALVAGING OF SCRAP WOOD."**

- (i) Scrap wood will be provided by HERP .
- (ii) Contractor will properly take out all the planks of different size from scrap wood.
- (iii) All the planks should be properly placed in the Packing area.
- (iv) As per the list provided by Incharge either available boxes/ crate should be cut to make required size of boxes / crate and these box/crate should be properly placed at the assigned area provided in HERP.
- (v) Contractor will make boxes as per list provided by Incharge with the help of available planks. These box/crate should be properly placed at the assigned area provided in HERP.
- (vi) Adequate number of brackets , nails & V-Blocks should be used for its required strength.
- (vii) Proper marking for the identification of boxes / crate is to be maintained and list to be verified by In charge.

**Work Specification**

**OFFICE ASSISTANCE WORKS**

1. Data entry of deferent departments like finance, commercial & shipping, HR, Planning Production etc.
2. Upkeep of department documents, drawings & other records etc.
3. Distribution, transmission and collection of internal/external documents/records.
4. Photo copying of documents at photo state centers.
5. Miscellaneous works like meetings, tender opening local auctions welfare activities seminars, conferences ITI/ST/ET examinations, national festival calibration, in-house and external training programs arrangements, external/internal auditor's data entry, customer complain/feedback report/survey data entry etc being arranged by deferent departments/sections arranged by time to time.
6. Any other work assigned time to time.

I/We agree with the above

Signature of Contractor with Seal

**BHEL – VARANASI**

**TENDER ENQUIRY NO: HERP/WORKS CONTRACT/2013-14**

**DATE: 28.06.2013**

**QUALIFYING REQUIREMENTS**

1. Bidders have to quote for all the three categories of man power ( Skilled, Semi-skilled and unskilled). Part quoting shall not be acceptable and will lead to disqualification of the bid. The lowest bidder shall be decided on overall lowest basis for all the three categories taken together as elaborated in the “Price Offer Form”.

**2 i) Average Annual financial** turnover during the last 3 years, ending 31<sup>st</sup> March of the previous year, should be at least 30% of the estimated cost of the tender.

**ii) Experience** of having successfully completed similar works 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 40% of the estimated cost of the tender.**

**Or**

**b. Two similar completed works each costing not less than the amount equal to 50% of the estimated cost of the tender.**

**Or**

**c. One similar completed work, each costing not less than the amount equal to 80% of the estimated cost of the tender**

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.

**Note :** Similar works is defined as supply of man power services.

3. The contractor has to qualify for registration ( as per Registration Format attached as Annexure- VI)

4. Contractor Declaration Certificate (as per Annexure-J)that he is not blacklisted/banned/delisted from Gov./PSU/BHEL on the date of tender. Self Declaration that he is not blacklisted/under hold from BHEL VARANASI or banned by any unit/region/office of BHEL.

I/We agree with the above

Signature of Contractor with Seal

**INSTRUCTIONS TO TENDERERS**

- Above tender is in three part Bid System (Techno Commercial Bid, Contractor Registration Form & Price Bid).

The tender is to be processed in three parts viz.1) Techno Commercial bid and Contractor Registration Form, (2) EMD and 3) price bid.

1. Technical Bid Application, Contractor Registration Form, Contractor declaration Certificate, Indemnity Bond & Check List (Annexure H, VI, J, K & L separately) along with the instructions to the tenders ( Annexure D), Contractor's Obligations ( Annexure F), General Terms and Conditions ( Annexure G) **with the signature and seal of the tenderer on all the pages and complete in all respects** must be submitted in one sealed envelope superscribed as **"TECHNO COMMERCIAL BID FOR TENDER NO....."**.

The cost of tender document payable through a Separate Demand Draft of Rs. 1000 in favour of "BHEL, VARANASI" must be attached alongwith technical bid.

2. The second envelope, should contain the EMD as required and already specified in Clause No 9 of Annexure A as specified above, in original. The envelope should be duly sealed and superscribed as **" EMD FOR TENDER NO....."**.
3. The third envelope duly sealed should contain the price bid (Annexure- I) only superscribed as **"PRICE BID FOR TENDER NO....."**.

Any other enclosures, which the tenderer wishes to submit, must be enclosed with the Technical Bid only and not in the PRICE bid. **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.

4. The technical bid alongwith contractor Registration Form should be duly sealed in one envelope marked as Envelope A. The EMD should be duly sealed in second envelope marked as Envelope B and price bid should be duly sealed in third envelope marked as Envelope C . All the three sealed envelopes than should be kept in another sealed envelope marked as Envelope D and superscribed as **"TENDER FOR TENDER NO -----  
----- DUE DATE OF OPENING ----"**

The same should be dropped in the tender box kept in the MM Dept Administrative Building, BHEL, HERP, VARANASI, within the specified date and time by the representative of the tenderer.

5. 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 authorised officials, price bids of only those tenderers who are found technically 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.
6. All entries in the tender document should be preferably in one ink. Corrections, over writing, cuttings, etc. may not be permitted. Such correction, over writing ,cutting if any shall be counter signed by the tenderer. All the columns in the tender form should be filled without leaving blank in any page of the tender and all the pages must be duly signed & stamped by the tenderer before submission.
7. The price should be quoted in figures as well as in words. In case of anomaly the price in words will prevail. 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.
8. The rate quoted will be firm for the period of contract. Offer must have validity of 03 months from the date of tender opening.
9. The contract will commence on the date as applicable against the contract and shall be valid as per the validity period of the contract. The contract can be extended further on mutually agreed terms and conditions.

I/We agree with the above

Signature of Contractor with Seal

NOTE (A) CONDITIONS FOR PRICE BID ANNEXURE "I" ENQUIRY NO. **HERP/WORKS  
CONTRACT/2013-14**

1. CONTRACTOR REGISTRATION FORM & TECHNICAL BID, EMD AND PRICE BID SHOULD BE SUBMITTED IN SEPARATE SEALED ENVELOPES AS ALREADY MENTIONED IN ANNEXURE-D CLAUSE NO.1,2,3 & 4 FAILING WHICH THE "BIDS" ARE LIABLE TO BE REJECTED.
2. IF ANY MODIFICATION IS MADE BY THE BIDDER IN THE PRICE BID FORMAT THEN THE OFFER MAY BE REJECTED.
3. CONTRACTOR HAS TO COMPLY WITH PAYMENT OF MINIMUM WAGES AND OTHER STATUTORY LEVIES AS PER PROVISION OF THE RESPECTIVE ACTS.

NOTE : (B) GUIDELINES FOR DEALING WITH "DISCREPANCY IN WORDS & FIGURES – QUOTED IN PRICE BID".

IN CASE OF NON-CONFORMITIES/ERRORS/DISCREPANCIES ARE OBSERVED BETWEEN THE QUOTED PRICES IN FIGURES AND THAT IN WORDS, FOLLOWING GUIDELINES ARE TO BE FOLLOWED:-

- (a) IN THE PRICE STRUCTURE QUOTED FOR SERVICE CONTRACT, IF THERE IS DISCREPANCY BETWEEN THE UNIT PRICE AND THE TOTAL PRICE (WHICH IS OBTAINED BY MULTIPLYING THE UNIT PRICE BY THE QUANTITY), THE UNIT PRICE SHALL PREVAIL AND THE TOTAL PRICE CORRECTED ACCORDINGLY, UNLESS IN THE OPINION OF THE TENDERER THERE IS AN OBVIOUS MISPLACEMENT OF THE DECIMAL POINT IN THE UNIT PRICE, IN WHICH CASE THE TOTAL PRICE AS QUOTED SHALL BE GOVERN AND THE UNIT PRICE CORRECTED ACCORDINGLY.
- (b) IF THERE IS AN ERROR IN A TOTAL CORRESPONDING TO THE ADDITION OR SUBTRACTION OF SUBTOTALS, THE SUBTOTALS SHALL PREVAIL AND THE TOTAL SHALL BE CORRECTED.
- (c) IF THERE IS A DISCREPANCY BETWEEN WORDS AND FIGURES, THE AMOUNT IN WORDS SHALL PREVAIL, UNLESS THE AMOUNT EXPRESSED IN WORDS IS RELATED TO AN ARITHMETIC ERROR, IN WHICH CASE THE AMOUNT IN FIGURES SHALL PREVAIL SUBJECT OF (a) AND (b) ABOVE.
- (d) IF THERE IS SUCH DISCREPANCY IN AN OFFER, THE SAME SHALL BE CONVEYED TO THE BIDDER WITH TARGET DATE UPTO WHICH THE BIDDER HAS TO SEND HIS ACCEPTANCE ON THE ABOVE LINES AND IF THE BIDDER DOES NOT AGREE TO THE DECISION OF THE 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 LOTS.

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

Date:

Signature & Name of Contractor with Seal

**BHEL – VARANASI**

**Tender Documents**

**TENDER ENQUIRY NO: HERP/WORKS CONTRACT/2013-14**

**DATE: 28.06.2013**

**TENDER EVALUATION CRITERIA**

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

1. BHEL officials may visit the tenderer's office & their client's place to evaluate the capability and assess the performance.
2. Successful techno commercial qualified tenderers after the above process only will be invited for opening of the price bid.
3. The contract shall be awarded to a single party on over all L-1 basis for all the three categories (Skilled, semi-skilled & Unskilled) put together,

Formula for Determination of Lowest Bidder:

$$S = [(\text{No. of Man Day in Unskilled} \times \text{Contractor's profit corresponding to Unskilled}) + (\text{No. of Man Day in Semi-skilled} \times \text{Contractor's profit corresponding to Semi-skilled}) + (\text{No. of Man Day in Skilled} \times \text{Contractor's profit corresponding to Skilled})]$$

The Contractor corresponding to the lowest value of S will be treated as the Lowest Tenderer.

4. If a tenderer does not quote for all three categories (Skilled, semi-skilled & Unskilled), his offer will not be considered for evaluation.

I/We agree with the above

Signature of Contractor with Seal

BHEL – VARANASI

TENDER ENQUIRY NO: HERP/WORKS CONTRACT/2013-14

Tender Documents

DATE: 28.06.2013

**CONTRACTOR'S OBLIGATIONS****A) CONTRACTUAL****Towards selection, control and supervision of their employees**

- a) **Contractor shall decide, in consultation with BHEL 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.
- b) Contractor **shall supervise the work** allotted to him and to be carried out by his employees. Normal working time for one man day is 8 hours. BHEL operates in three shifts. The persons deployed by the contractor may be required to work in any shift as per instruction of contracting department/BHEL. If a person is required to stay beyond the normal working hours, he will be appropriately compensated as per statutory requirements. The per Hour rate shall be calculated as (Basic Pay+DA)/208.
- c) Contractor to ensure that the employees deployed in the premises of BHEL **are physically and mentally fit and do not have any criminal record**. Such employees should **possess requisite skill, proficiency, qualification, experience etc. acceptable to concerned department**.
- d) Contractor to **maintain appropriate records of his employees** deployed to carry out the job(s). He should maintain unique employee number for his employee. Contractor shall maintain neatly written, complete and legible registers, records, reports and returns for inspection by various authorities.
- e) Contractor shall ensure Personal Accident Insurance policy of Contract Workers from (Govt. under taking company). This policy should take care of all liabilities of the contractor under Workmen compensation Act.
- f) Contractor will ensure that the **job is executed through 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**.
- g) Contractor **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 to his workers two sets of uniform (As approved by BHEL) shoes & uniform stitching charges. The uniform shall be kept in neat, tidy and wearable condition.
- 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 required within a month.**

k) Contractor shall within 5 days of commencement/completion of work order submit Form VI-A ( enclosure V)(**Notice of commencement/completion of contract work**)

as per CL ( R & A) Act to statutory authority and copy to BHEL HERP. The first & final bill shall be processed only on clearance regarding submission of Form VI-A ( enclosure V) & VI-B (enclosure VI) by contractor.

#### **B) Towards statutory liability**

- a) Contractor shall comply with all terms and conditions mentioned in Annexure 'G' of this tender document.
- b) Contractor shall indemnify BHEL against all claims by statutory authorities and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him ( as per Annexure K enclosed)
- c) Contractor shall be responsible for making payment of wages before expiry of 7 days from the last day of wage period (wage period shall be from 1st day of the month to the last date of the month) and to ensure disbursement of wages in the presence of the authorities representative of contract operating division who shall record under his signature at the end of entries in the Register of wages.
- d) Contractor should obtain license under the provisions of CL(R&A) Act.
- e) **Contractor to arrange his own finance** for carrying out the job of providing man power services.

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

**BHEL – VARANASI**

**Tender Documents**

**TENDER ENQUIRY NO: HERP/WORKS CONTRACT/2013-14**

**DATE: 28.06.2013**

**GENERAL TERMS & CONDITIONS FOR CONTRACTORS FOR DEPLOYMENT OF CONTRACT LABOURS UNDER SERVICE**

**1 LABOUR LICENCE AND OTHER REQUIREMENTS:-**

- 1.0 Contractor should obtain Labour license, from the Appropriate Government (Central Govt.) for carrying out the various activities mentioned in the tender document.
- 1.1 The contractor shall deploy such number of workers in the premises of BHEL, VARANASI, as required for completion of the contract.
- 1.2 In case the number of labour deployed by the contractor in premises of BHEL VARANASI 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.

**2.0 APPOINTMENT AND ENTRY IN FACTORY PREMISES :**

- 2.1 The contractor shall submit the following to HR, contracting department and SECURITY
  - (a) The details of the worker proposed to be deployed in **enclosure-I**.
  - (b) The Contractor will ensure police verification of the workers engaged.
  - (c) Copy of employment card issued by contractor to his own worker in **enclosure-II**. The contractor will ensure allocation of unique employee number for each worker which shall not be transferable.
- 2.2 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 SECURITY, which shall then authorize the labour to enter the factory premises.
- 2.3 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 attached as **enclosure-III**.

## **MEASUREMENT OF WORK AND PAYMENTS THEREOF**

1. Payments will be made to the contractor on the basis of bills for man power deployed and Tax Invoice submitted by contractor or his authorized representative.
2. All payments will be subject to deduction of income tax at source as per Income Tax as per the applicable Rules.

### **3.0 BILLS PAYMENT , ATTENDANCE AND PAYMENT OF WAGES**

- 3.1 The contractor shall pay minimum wages as applicable, under minimum wages act and in addition to minimum wages an amount of Rs. 2,000/- per month for Unskilled, Rs. 2,300/- per month for semiskilled and Rs. 2,500/- per month for skilled labours shall also be paid to the contract workers. This additional amount will also attract all statutory deduction and payments.
- 3.2 BHEL will reimburse to the contractor for following:
  - i) Minimum Wages along with additional amount as mentioned in clause 3.1 above.
  - ii) Contractor's contribution to the statutory funds like PF, ESI and Bonus etc.
  - iii) Reimbursement for two sets of uniforms and a pair of shoe, per head limited to maximum ceiling of Rs. 1500 per head for total contract period of one year.
  - iv) Reimbursement of premium on insurance / group insurance policies limited to maximum ceiling of Rs. 100 per head for total contract period of one year.
  - v) BHEL will reimburse any increase in minimum wages due to revision in Basic Pay or DA notified by State Govt of Uttar Pradesh from time to time.
- 3.2 The contractor shall submit bills to the contracting department on or before 7<sup>th</sup> of each month.
- 3.3 The contractors bills should be accompanied with the following.
  - a) The contractor should maintain attendance register by recording daily attendance of the contract worker.
  - b) Statement of Minimum Wages of labours deployed by him under the Service contract, PF/ESI no., statutory deductions etc., in the format as in **enclosure-IV** to these terms and conditions.
  - c) Payment of statutory contributions like PF,ESI, Service Tax etc shall be reimbursed to the contractor on submission of challans/ proof of payment of the same for the previous month.
- 3.4 Finance department shall, on satisfactory compliance, and after deduction on account of Security deposit amount and TDS will make payment to the contractor within 15 ( fifteen) days of submission of bill by the contractor.

- 3.5 The contractor shall issue pay slips to his workers, for the month or part thereof deployed for undertaking activities under the Service contract, at least a day prior to disbursement of wages.
- 3.6 The contractor shall make payment to the manpower deployed before the expiry of the 7<sup>th</sup> day after the last day of the wage period in respect of which the wages are payable. The payment of wages to the workers shall **not** be subject to payment against the bills by BHEL.
- 3.7 The contractor shall make payment of wages to his workers on due date in presence of an authorized representative of operating department.
- 4.0 **Employees State Insurance**
- 4.1 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.
- 4.2 At the time of joining the contractor shall get the self/family registration form filled by the workers and submit to the local ESI office.
- 4.3 The contractor shall facilitate collection of issued ESI cards by his worker .
- 4.4 Contractor shall fully comply provisions of various applicable labour laws and all other enactments as applicable for such contracts.

#### **5.0 Medical Care in case of accident**

- a) It is the responsibility of the contractor to undertake necessary care and make arrangement for transportation and the treatment of his employee at ESI Hospital.
- b) Contractor should assist and guide his employee for claiming lawful benefits from ESI.

#### **6.0 Bonus**

The contractor shall be liable to pay statutory bonus under payment of Bonus Act, 1965.

#### **7.0 Discipline**

- 7.1 The Contractor shall be responsible for the discipline of his own labours deployed under the service contract. In case of any loss to the BHEL VARANASI on account of indiscipline of contract labour then such loss shall be assessed and recovered from the running bills of the contractor or from the security deposit.
- 7.2 The contractor shall not employ any person who has not completed his 18 years of age and person who has attained 60 years of age.
- 7.3 The contractor, on advice of authorized BHEL HERP Varanasi official, shall immediately remove any person employed by him, who may be involved in any misconduct. Such person shall not be re-employed in BHEL HERP Varanasi by the contractor without prior permission.

#### **8.0 LEAVE WITH WAGES TO CONTRACT LABOUR :-**

Guidelines as per Factory Act ,1948 should be observed with regard to earned leave.

**9.0 INDEMNITY BOND/COMPLIANCE OF LEGAL PROVISION**

- 9.1 BHEL VARANASI 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 VARANASI. 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.

**10.0 OTHER GENERAL TERMS AND CONDITIONS :-**

**10.1 Legal compliance**

The contractor will comply with all the provisions regarding licensing, welfare and health, procedures, maintenance of various records and registers etc., as provided under the contract Labour (Regulation & abolition) Act 1970.

The contractor shall also be liable to comply with all other Labour and Industrial Laws and such other acts and Statutes (including Factories Act, Payment of Bonus Act, minimum wages Act, etc.). Depositing of ESI, PF contribution as may be applicable is the responsibility of the contractor. For any default in compliance, the contractor shall be held responsible.

- 10.2 The contractor has to provide all amenities required to be provided by them under the contract Labour (Regulation & abolition) Act 1970, for the benefits of the contract labour engaged by him within the time prescribed. In case the contractor wants to use BHEL's facilities for above purpose, like canteen etc, BHEL, at its sole discretion, may allow the use of such facility at the applicable rate. The Principal Employer is authorized to deduct all expenses incurred by him in providing the amenity under the above said Acts from the running bill / final bill / any amount payable to the Contractor under the Contract or as a debit payable by the Contractor to Principal Employer
- 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, BHEL shall have a right to get the work done at contractor's risk and cost. BHEL shall have a right to terminate the contract at any time without assigning any reason thereof.
- 10.5 Security deposit will be released on successful completion of the contract and compliance of all statutory requirements.

**11.1 CONFIDENTIALITY**

The parties agree & acknowledge that in the course of their discussions and interaction, BHEL may disclose information of confidential proprietary nature relating to its business, products, know-how, technology, customers, employees and financial to the contractor. Such information shall be considered as confidential. The contract agrees to keep it confidential & secret at all times and not directly or indirectly disclose to any party other than its employees and authorised personnel's strictly on a need know basis, without the prior written permission of BHEL.

#### **11.2 (A) TERMINATION**

BHEL reserves the right to terminate contract awarded for any contravention of statutory provision or for any other reasons without assigning any explanation or notice to the contractor.

#### **11.2 (B) 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.

#### **11.3 JURISDICTION**

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

#### **11.4 ARBITRATION :-**

All disputes arising in connection with the contract shall be settled by mutual consultation. If no agreement is reached the dispute shall be settled in accordance with Arbitration and conciliation Act, 1996 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 VARANASI).

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

I/We agree with the above

Signature of Contractor with Seal

**PROFORMA FOR SUBMITTING TECHNICAL BID FOR -----**

1. Name of the firm : \_\_\_\_\_(Essential)
2. Name of the Proprietor/Partners/Directors : \_\_\_\_\_ ( Essential)
3. Address and Contact Numbers : \_\_\_\_\_( Essential)
4. Registration Number : \_\_\_\_\_( Essential)  
Copy of the Certificate : Enclosed / Not Enclosed
5. Labour Licence Number : \_\_\_\_\_(Desirable)  
Copy of the Licence : Enclosed / Not Enclosed
6. PF Code Number : \_\_\_\_\_ (Desirable)  
Copy of the Certificate : Enclosed / Not Enclosed
7. ESI Code Number : \_\_\_\_\_ ( Essential)  
Copy of the Certificate : Enclosed / Not Enclosed
8. 1. PAN/TAN Number : \_\_\_\_\_( Essential)  
2. Income Tax return last 3 yrs. : Enclosed / Not Enclosed (Essential)
9. Service Tax Number(PAN Based) : \_\_\_\_\_( Essential)
10. VAT/TIN Number : \_\_\_\_\_( Essential)  
(To be submitted only in case  
where material transaction is  
involved) Enclosed / Not Enclosed
11. Experience Certificate : Enclosed / Not Enclosed(Essential)

Contd...(2)

:: 2 :

12. No. of Workers including Supervisors : \_\_\_\_\_ ( Essential)  
on the rolls of the firm
13. Earnest Money Deposit :Rs. \_\_\_\_\_ ( Essential)  
a) D.D. Number & Date : \_\_\_\_\_ Date \_\_\_\_\_  
b) Drawn on (Bank) : \_\_\_\_\_
14. Any other relevant information : \_\_\_\_\_
15. Tender Cost :Rs.\_1000/- \_\_\_\_\_ ( Essential)  
D.D.No.& Date : \_\_\_\_\_
16. Validity of offer : 90 days from the date of  
tender Opening.
17. Blank Price bid format : Enclosed /Not Enclosed (Essential)

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

Signature with Name  
& Office Seal

Date:

NOTE : 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.

## Annexure "I"

TENDER ENQUIRY NO: HERP/WORKS CONTRACT/2013-14

DATE: 28.06.2013

Price Bid form			
	Unskilled	Semi skilled	Skilled
Tentative Manpower	117	16	32
Man days	36504	4992	9984
Cumulative Man days	51480		
Basic	2600	2964	3290
DA	2376	2708	3006
Additional Amount	2000	2300	2500
min wage= ( Basic + DA+ Additional Amount)	6976	7972	8796
PF @ 13.61% of min wage -> Contractor's Contribution	x	x	x
ESI @ 4.75% of min wage -> Contractor's Contribution	x	x	x
Bonus ( AS per Bonus Act)	x	x	x
Leave contribution(min wage/30*1.33)	x	x	x
Gratuity @4.81% of min wage	x	x	x
sum total = min wage+ PF+ESI+Bonus+Leave con.+ Gratuity			
(A) Total Wages Cost = sum total * tentative man power	x	x	x
(B) Contractor's profit (per head per month basis) to be filled by contractor (CP)	P =	Q =	R =
Total Profit per month = CP * Tentative man power	x	x	x
(C) Others to be reimbursed to the contractor on actual subject to ceiling below.			
Uniform/Shoe Expenses( Ceiling limit is Rs. 1500)	x	x	x
Insurance( Ceiling limit is Rs. 100)	x	x	x
Total Cost of contract for one year	x	x	x
Service Tax as applicable	x	x	x
Grand Total = Total Cost + service Tax	x	x	x
Formula for determination of L-1:			
[(No. of Man Day in Unskilled x Contractor's profit corresponding to Unskilled) + (No. of Man Day in Semi-skilled x Contractor's profit corresponding to Semi-skilled)+(No. of Man Day in Skilled x Contractor's profit corresponding to Skilled)]			
$S = (117 * P + 16 * Q + 32 * R)$			
The contractor corresponding to the min. value of S will be considered as the lowest bidder.			

# Note: The manpower strength shown above is indicative only. The actual deployment may vary. The Bidder has to quote for Contractor's Profit only ,as shown in clause B of the Price Offer Form as above.

The bidder must fill all the three values against P,Q,R, without missing any.

Signature & Seal of contractor

**CONTRACTOR DECLARATION CERTIFICATE**

Certified that we M/S\_\_\_\_\_ is not blacklisted/banned/delisted from Govt/ PSU/BHEL on the date of tender. It is also certified that he is not blacklisted / under hold from BHEL HERP Varanasi or banned by any unit / region/office of BHEL.

Signature & Seal of contractor

**(To be notarised on non-judicial stamp paper of Rs.100/-)**

**INDEMNITY BOND**

This is deed of indemnity made on this \_\_\_\_ day of \_\_\_\_\_, 2013 by \_\_\_\_\_ (Name of the firm) having its registered office at \_\_\_\_\_ and represented through \_\_\_\_\_ (hereinafter called the contractor) in favour of Bharat Heavy Electricals Limited, having its registered office a BHEL House, Siri Fort, New Delhi – 110049 through its unit Heavy Equipment Repair Plant, Tarna, Shivpur, Varanasi-221003 (hereinafter referred to as the Principal Employer).

Whereas, the Principal Employer and the Contractor have entered into a Contract No. \_\_\_\_\_ dated \_\_\_\_\_ under which the contractor has agreed to undertake supply of labours (Skilled, semi-skilled and Unskilled) on the terms & conditions stipulated under the contract

And whereas, the Principal Employer has agreed to issue Form –V prescribed under Contract Labour (Regulation and Abolition) Act, 1970 to the Contractor for the purpose of enabling them to obtain the necessary license on condition that the Contractor should execute the Indemnity Bond in favour of the Principal Employer in the manner hereinafter appearing and should also submit the full name and address of persons deployed under said contract only.

**NOW THIS DEED WITNESSES AS FOLLOWS:**

This in consideration of the Principal Employer issuing the requisite certificate in Form V prescribed under rules of Contract Labour (Regulation and Abolition) Act, 1970 to the Contractor as and when a request to issue such a certificate is made by the Contractor in relation to the said works, the Contractor hereby agrees as under:

01. That the Contractor undertakes and declares that he will abide by all the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, Minimum Wages Act, 1948, Payment of Wages Act, 1936, Factories Act, 1948, Workmen Compensation Act, 1923, Employees' Provident Funds and Miscellaneous Provisions Act, 1952, The payment of Bonus Act, 1965, The payment of Gratuity Act, 1972, The employee state Insurance Act, 1948 etc. and all rules framed under the above acts and further guarantees for the faithful discharge of its duties and liabilities under the above said acts and rules. Further the Contractor hereby declares and undertakes to indemnify the Principal Employer against any loss, claim, damages, demands or lien caused to the principal employer by any act or action or omission of the Contractor under the said Contract.
02. That the Contractor hereby further undertakes and declares that any liability or claim arising out of provident fund coverage to contract labours during the currency of the Contract or in future, will be discharged by the Contractor as per provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 and other

Acts and rules applicable in respect of the Contract for which this indemnity bond has been executed.

03. That if the Contractor fails to provide any amenity required to be provided by them under the above said Acts, for the benefits of the contract labour engaged by him within the time prescribed, the Principal Employer is hereby authorized to deduct all expenses incurred by him in providing the amenity under the above said Acts from the running bill / final bill / any amount payable to the Contractor under the Contract or as a debit payable by the Contractor to Principal Employer.
04. That this Indemnity given by the Contractor to the Principal Employer to indemnify all the expenses as mentioned above in respect of work awarded to and executed by the Contractor.
05. That the contractor indemnifies the Principal employer all losses that he (principal employer) may incur due to any negligence, fraud, misrepresentation, theft , any other act done of omission or commission or in violation of any statutory provisions or instructions by the Contractor or the employees deployed by the contractor in terms of this contract.
06. That the 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 under this contract.
07. That the contractor shall not disclose any information of confidential proprietary nature relating to principal employer's business, products, know-how, technology, customers, employees and other financial information to any third party, that he may come to know in the course of discussions, interactions or in course of execution of this contract .

Such information shall be considered as confidential. The contractor agrees to keep it confidential & secret at all times and not directly or indirectly disclose to any party other than its employees and authorised personnel's strictly on a need know basis, without the prior written permission of BHEL.

08. The expressions Principal Employer and Contractor shall be given the meaning as assigned to them under the Contract Labour (Regulation and Abolition) Act, 1970 and shall include its successor assigns, heir and representatives.

As witnesses, we \_\_\_\_\_ (Contractor) have hereby signed at Varanasi on the day \_ of month \_\_\_\_2013.

Witness:

For and on behalf of

1.

\_\_\_\_\_(Contractor)

Sign & Seal of the Contractor

2.

**CHECKLIST**

Please write Yes if the clause is accepted by you and write No if rejected

SI No	Clause	Yes/NO
1	Technical Bid Application, Contractor Registration Form, Contractor declaration Certificate and Indemnity Bond (Annexure H, VI, J & K separately) along with the instructions to the tenders ( Annexure D), Contractor's Obligations ( Annexure F), General Terms and Conditions ( Annexure G) <u>with the signature and seal of the tenderer on all the pages and complete in all respects</u> must be submitted in one sealed envelope superscribed as "TECHNO COMMERCIAL BID FOR TENDER NO.....".	
2	The cost of tender document payable through a Separate Demand Draft of Rs. 1000 in favour of "BHEL, VARANASI" must be attached alongwith technical bid.	
3	The second envelope, should contain the EMD as required and already specified in Clause No 9 of Annexure A as specified above, in original. The envelope should be duly sealed and superscribed as " EMD FOR TENDER NO.....".	
4	The third envelope duly sealed should contain the price bid (Annexure- I) only superscribed as "PRICE BID FOR TENDER NO.....".	
5	Any other credentials, which the tenderer wishes to submit, must be enclosed with the Technical Bid only and not in the PRICE bid. <u>The price bid envelope should contain the rates only.</u>	
6	Offers not in line with the above procedure or quoted in any other format is liable to be rejected.	
7	The technical bid along with contractor Registration Form should be duly sealed in one envelope marked as Envelope A. The EMD should be duly sealed in second envelope marked as Envelope B and price bid should be duly sealed in third envelope marked as Envelope C . All the three sealed envelopes than should be kept in another sealed envelope marked as Envelope D and superscribed as "TENDER FOR TENDER NO ----- ----- DUE DATE OF OPENING ----  The same should be dropped in the tender box kept in the MM Dept Administrative Building, BHEL, HERP, VARANASI, within the specified date and time by the representative of the tenderer.	
8	The rate quoted will be firm for the period of contract. Offer must have validity of 03 months from the date of tender opening.	
9	If any modification is made by the bidder in the price bid offer format then the offer may be rejected.	

10	EMD Rs.200000.00 (Rupees Two Lacs Only) has been submitted along with offer and is to be remitted in Cash (as permissible under Income Tax Act), Pay order or Demand Draft only. in favour of BHEL, HERP, VARANASI.	
11	EMD by the Tenderer will be forfeited as per Tender Documents if:  i) After opening the tender, the tenderer revokes his tender within the validity period or increases his earlier quoted rates.  ii) The tenderer does not commence the work within the period as per LOI / Contract. In case the LOI / contract is silent in this regard then within 15 days after award of contract.	
12	Rs.1000.00 (Inclusive of Tax/Duty as applicable) (payable through a Separate Demand Draft in favour of "BHEL, VARANASI" alongwith technical bid). In case the cost of tender document in the form of DD of Rs. 1000 is not submitted with technical bid, the offer will be rejected.  Interested contractors may obtain the tender documents on cash payment of Rs. 1000/- from BHEL HERP Varanasi.	
13	The contract will commence on the date as applicable against the contract and shall be valid as per the validity period of the contract. The contract can be extended further on mutually agreed terms and conditions.	
14	Security Deposit of Rs. 13.87 Lacs will be submitted from the successful tenderer before start of the work by the contractor. This is tentative value which may vary on the basis of final value of contract.	
15	Security deposit will be released on successful completion of the contract and compliance of all statutory requirements.	
16	Bidders have to quote for all the three categories of man power ( Skilled, Semi-skilled and unskilled).  Part quoting shall not be acceptable and will lead to disqualification of the bid. The lowest bidder shall be decided on overall lowest basis for all the three categories taken together as elaborated in the "Price Offer Form".	
17	Average Annual financial turnover during the last 3 years, ending 31 <sup>st</sup> March of the previous year, should be at least 30% of the estimated cost of the tender, in line with clause 2(i) of Annexure C.	
18	Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:- d. Three similar completed works each costing not less than the amount equal to 40% of the estimated cost of the tender. Or e. Two similar completed works each costing not less than the amount equal to 50% of the estimated cost of the tender. Or f. One similar completed work, each costing not less than the amount equal to 80% of the estimated cost of the tender	

	Documentary proof (Execution Certificate) for the experience to be submitted along with Technical Bid.	
19	Contractor has submitted Contractor Declaration Certificate ( as per Annexure - J) that he is not blacklisted/banned/delisted from Gov./PSU/BHEL on the date of tender. <b>Self</b> Declaration that he is not blacklisted/under hold from BHEL VARANASI or banned by any unit/region/office of BHEL.	
20	Contractor has submitted Contractor Registration Form ( as per Registration Format attached as Annexure- VI)	
21	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 ( as per Annexure K enclosed)	
22	Successful techno-commercially qualified bidders only will be invited during opening of Price Bid, accordingly contract will be awarded to a single contractor on overall L1 basis as shown in the calculation in Price Offer form – Annexure I.	
23	Contractor shall fully comply provisions of various applicable labour laws and all other enactments as applicable for such contracts.	
24	In the event of contractor abandoning the work, BHEL shall have a right to get the work done at contractor's risk and cost. BHEL shall have a right to terminate the contract at any time without assigning any reason thereof.	
25	<p>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 &amp; abolition) Act 1970.</p> <p>The contractor shall also be liable to comply with all other Labour and Industrial Laws and such other acts and Statutes (including Factories Act, Payment of Bonus Act, minimum wages Act, etc.). Depositing of ESI, PF contribution as may be applicable is the responsibility of the contractor. For any default in compliance, the contractor shall be held responsible.</p>	
26	The Work Specification as detailed in Annexure B of the tender document is acceptable to the Contractor & required man-power for carrying out the work as detailed in Annexure B, will be supplied.	

## गेट पास आवेदन प्रपत्र

ENCLOSURE-I

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

ठेकेदार का नाम .....  
कार्य का स्वरूप .....  
कार्य आदेश सं./दिनांक .....  
कार्य आदेश अवधि .....  
कार्य स्थल (विभाग) .....  
गेट का नाम जिससे प्रवेश/वर्हिर्गमन होगा .....  
कर्मचारी की ड्यूटी का समय .....

### (संविदा श्रमिक का व्यक्तिगत विवरण)

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

संविदा श्रमिक का नाम..... जन्म तिथि/आयु.....  
पिता का नाम ..... पहचान चिन्ह .....  
स्थायी पता ..... वर्तमान पता.....  
शैक्षिक योग्यता.....  
भविष्य निधि खाता संख्या..... कर्मचारी रा बी निगम खाता सं.....

संविदा श्रमिक का हस्ताक्षर  
युक्त फोटो (ठेकेदार द्वारा  
सत्यापित)

### (संविदा श्रमिक के हस्ताक्षर/ दिनांक)

कारखाना प्रबन्धक/ शॉप प्रभारी के हस्ताक्षर  
(दिनांक एवं मुहर सहित)

ठेकेदार या उसके सुपरवाइजर के हस्ताक्षर  
(दिनांक एवं मुहर सहित)

आवंटित गेट पास सं. .... दिनांक..... हस्ताक्षर आवंटनकर्ता.....

विभागाध्यक्ष – मा.सं./ सं.श्र.प्र. प्रभारी के हस्ताक्षर  
(दिनांक एवं मुहर सहित)

### सुरक्षा विभाग 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 वैद्य होगी ।

हस्ताक्षर  
सुरक्षा प्रभारी  
बीएचईएल, हर्ष, वाराणसी (उ.प्र.)

**FORM XIV**  
(See rule 76)  
*Employment Card*

ENCLOSURE - II

Name and address of contractor.....

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

Name of work and location of work.....

Name and address of principal employer

1. Name of the workman.....
2. Serial number in the register of workmen employed.....
3. Name of employment/designation.....
4. Wage rate (with particulars) of unit in case of piece works.....
5. Wage period.....
6. Tenure of employment.....
7. Remarks.....
8. Signature of Contractor.....

*Signature of Contractor.*

# FORM XIII

ENCLOSURE-III

See Rule 75

## Register of Workmen Employed by Contractor

Name and address of Contractor \_\_\_\_\_

Nature 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 Tahsil/Taluk and District)
1	2	3	4	5	6

Local Address	Date of commencement of employment	Signature or thumb-impression of workman	Date of termination of employment	Reasons for termination	Remarks
7	8	9	10	11	12

# FORM XVII

ENCLOSURE - IV

See Rule 78(1)(a)(i)

## Register of Wages

Name and Address of Contractor \_\_\_\_\_

Nature and location of work \_\_\_\_\_

Name and address of establishment in/under which contract is carried on \_\_\_\_\_

Name and address of Principal Employer \_\_\_\_\_

Wage period: Monthly \_\_\_\_\_

Sl. No.	Name of workman	Sl. No. in the register of workmen	Designation / nature of work done	No. of days worked	Units of work done	Daily-rate of wages / piece-rate	Basic wages	Dearness Allowances	Over time
1	2	3	4	5	6	7	8	9	10

Other cash payments (Nature of payment to be indicated)	Total	Deductions, if any (indicate nature)	Net amount paid	Signature / Thumb-impression of workman	Initial of contractor or his representative
11	12	13	14	15	16

**FORM VI-A**

[See rule 25(2) (viii)]

Contract Labour(R&A) Central Rules - 1971

**Notice of Commencement/Completion of Clerical Work**

**I/We,Shri/Messers. (name and address of contractor) herewith intimate that the contract work (name of work) in the establishment of (name and address of the principal employer) for which Licence No.....dated.....has been issued to me/us by the Licensing Officer (name of the headquarter), has been connected/completed with effect from (date)/on (date).**

.....

*Signature of Contractor(s).*

To,

The Inspector,

.....

.....

## Contract Labour (Regulation &amp; Abolition) Central Rules

## FORM VI-B

See Rule 81(3)

**Notice of commencement/completion of contract work**

- (1) Name of the principal employer and address \_\_\_\_\_
- (2) No. and date of certificate of Registration \_\_\_\_\_
- (3) I/We hereby intimate that the contract work \_\_\_\_\_ (Name of work)  
given to \_\_\_\_\_  
(name and address to the contractor) having licence No \_\_\_\_\_ dated \_\_\_\_\_  
has been commenced/completed with effect from \_\_\_\_\_ (date)/on \_\_\_\_\_  
\_\_\_\_\_ (date).

*Signature of Contractor(s)*

To,

The Inspector,  
\_\_\_\_\_  
\_\_\_\_\_