



Central Dispatch Cell, Bharat Heavy Electricals Limited, JHANSI

Tender Document for Material Handling inside BHEL

Date: 03/01/2013

Tender Enq No. CDC TE 233

BHARAT HEAVY ELECTRICALS LIMITED
(A Government of India Undertaking)
P.O. BHEL Jhansi-284129

Central Dispatch Cell

TENDER DOCUMENT
For

MATERIAL HANDLING (LOADING/UNLOADING)
OF TRANSFORMER/LOCOMOTIVE AND ITS
ACCESSORIES INSIDE BHEL

Tender Enquiry No.
CDC TE 233



Central Dispatch Cell, Bharat Heavy Electricals Limited, JHANSI

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DETAIL OF TENDER DOCUMENT

TENDER ENQUIRY NO: CDC TE 233

DATE: 03/01/2013

C	D	C	T	E	2	3	3				R		
Three Digit Department Code e.g. FBM,TRM			Two Digit For Tender Enquiry TE		Year Code i.e. For 2010-11 Code will be 0 (Last Digit of Starting Year)	Two Digit For Tender No. To be Allotted by contracting section		Three digit W.O. numbers to be issued by CLC on the basis of approval			Tree Digit Revision no in work order One R & Two digit for rev no i.e. 01		

NATURE OF WORK: Material Handling (Loading/Unloading) of Transformer / Locomotive and its accessories inside BHEL.

1. BHEL JHANSI is in the process of finalizing the Contract (Two Part Bid system) for:

‘Material Handling (Loading/Unloading) of Transformer/Locomotive and its accessories inside BHEL’

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) Criteria for measurement of work (Annexure H)
- i) Technical Bid Application (Annexure I)
- j) Price Bid (Annexure J)

3. The duly filled in Technical and Price /Rate bids (Annexure **I and J, separately**) along with the instructions to the tenderers, Contractor’s obligations, General Terms and Conditions with the signature of the bidder on all the pages and complete in all respects super scribed as “Quotation for Tender No.CDC TE 233 dt 03/01/2013” and the should reach us in a sealed cover on or before **22-Feb-2013** (1315 hrs) through Registered / Speed Post or in the tender box available at following address :-

CISF Control Room/Office
Administrative Building
BHEL
Jhansi-284129



NOTE : 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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NOTICE FOR INVITING TENDER

Annexure-A

1. SCOPE OF WORK: Material Handling (Loading/Unloading) of Transformer/Locomotive and its accessories in CDC area (BHEL).
2. Tender Evaluation Criteria : As Per Annexure –E
3. Duration of the Contract : One year from the date of the award of the contract
4. Other specific requirements : Labor law and Govt. Rules to be followed.
- 5 Last date of receipt of the Tender : **22-Feb-2013 on 13.15 hours or before**
6. Date of opening of Techno Commercial Bid : **22-Feb-2013 on 14.00 hours**
7. Address for receipt/issue of tender Documents : Sr. Dy General Manager (CDC)
CISF Control Room/Office
Administrative Building
BHEL, Jhansi-284129
8. **EARNEST MOMENT DEPOSIT (EMD)** : Rs 40,000 /- (Forty Thousand only)

Payable in the form of Demand Draft/Banker's Cheque in favour of BHEL, Jhansi and copy of receipt may be enclosed along with tender

OR

One time EMD of Rs.2 Lacs can also be deposited in above form and copy of receipt may be enclosed along with tender form.

In case of successful bidder, 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 bidder.
9. **COST OF TENDER DOCUMENT** : Rs 500/- inclusive of VAT
(Payable through a Separate Demand Draft in favour of "BHEL, Jhansi" along with technical bid, in case the documents downloaded from website)



10. **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' within 30 days of awarding of contract/ issue of Letter of Intent as following:-

- a) Pay Order, Demand Draft drawn in favor of M/s "Bharat Heavy Electricals Limited, JHANSI" valid for the period as aforesaid.
- b) Local Cheque of scheduled banks, subject to realization.
- c) 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)
- d) Bank Guarantee from scheduled Banks/Public Financial Institutions as defined in Companies Act. The Bank Guarantee format should have the approval of BHEL.
- e) Fixed Deposit Receipt (FDR) issued by Scheduled Banks/Public Financial Institutions as defined in Company's Act. The FDR should be in the name of bidder; A/C BHEL JHANSI duly discharged on the back.
- f) 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.
- g) 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 CDC.
- h) The Performance Security Deposit shall not carry any interest.



1.3. 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/-

NOTE:

1. The Contractors May Physically Visit The Work Place Before Quoting Their Rates.
2. FOR RELEVANT DETAILS PLEASE VISIT OUR WEBSITE “www.bhel.com”

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

Executive In charge



WORK SPECIFICATIONS

BHEL is manufacturing transformer & locomotive products. Some of the transformer as well as locomotive products are being exported to various countries every year.

LOADING/UNLOADING PROCESS

For dispatches and internal movement of packed /loose finished equipment, accessories, and oil drums (209/1000 Ltrs capacity), loading and unloading is required on the vehicle and from the trailer or vehicle. The loading /unloading/shifting/stacking activities are performed manually OR with the help of material handling equipment like EOT crane – with or without remote control, Gantry crane with remote control, Mobile crane, Fork lifter etc.

The activities of loading /unloading/shifting and stacking are performed in CDC, Bay 9, Bay 6, Bay 8, Locomotive block or in open field, depending on the location of the material to be handled. Contractor will have to assist the operator below the crane for tying the sling or equivalent. BHEL shall be responsible for operating the EOT crane. In case of loading /unloading, shifting in open field, the contractor will be responsible for helping the mobile crane operator of BHEL or shall operate the fork-lifter or manually shift /load/unload the goods.

Contractor may have to deploy loading/unloading team at no. of location such as Bay 6, Bay 9, CDC, open field, Locomotive block etc at the same time, depending on the no. of vehicles to be loaded/unloaded. In such cases, workers deployed by contractor shall increase accordingly. The supervision of all the working team shall be the responsibility of contractor. The contractor shall also be responsible for safe and proper handling of goods. The contractor will also be responsible for safety of his own workers as well as other people working nearby. The contractor shall be responsible for proper handling of equipments and tools provided by BHEL.

SL	DESCRIPTION OF WORK	UNIT	QTY
1	Assistance in loading of Power transformers on trailer	NO.	202
2	Loading of Power Transformer Accessories, Electronic controllers, Loco spares etc on Truck/Trailer	NO.	16160
3	Loading of Instruments Transformer	NO.	600
4	Loading of HVR's (ESP) Transformers	NO.	1650
5	Assistance in Loading of ACEMU Transformers	NO.	175
6	Assistance in Loading of Freight Loco Transformer	NO.	75
7	Assistance in Loading of Dry Type Transformers	NO.	190
8	Assistance in Loading of 350 HP Diesel Engine on Trailer	NO.	1
9	Assistance in Loading of 700 HP Diesel Engine on Trailer	NO.	8
10	Assistance in Loading of 1400 HP Diesel Engine on Trailer	NO.	5
11	Loading of Trfr oil Filled Drums (209/1000 Ltrs capacity)	NO.	24240

I/we agree with the above

Signature of contractor with seal



ANNEXURE 'C'

QUALIFYING REQUIREMENTS

1. Should have independent ESI Code Number.
2. Should have PAN/TAN Number
3. Should have Service Tax Number (PAN Based)
4. Self Certificate that he is not Blacklisted/Banned/Delisted on the date of Tender.
5. Should have VAT/TIN No. if material is supplied /consumed.
6. Should deploy ITI qualified / Minimum 3 year's relevant experienced workers only.
7. Declaration that he is not Blacklisted/under hold from BHEL Jhansi OR banned by any unit/region/office of BHEL.
8. Declaration that he is not guilty by a Court of Law in India for any offence involving fraud, dishonesty and moral turpitude.
9. Documentary proof in support of above eligibility criteria along with EMD shall be submitted along with Techno-commercial bid at Annexure-I
10. Experience: - Bidder should have successfully executed similar work with following financial value, in State/Central Govt. /PSU or any reputed private organization, in the last 7 years as on 31.12.2012
 - a. Single order of at least Rs 11 Lakhs
 - b. Two orders of at least Rs 8 Lakhs each.
 - c. Three orders of at least Rs 6 Lakhs each.

Documentary proof (Execution certificate) for the experience to be submitted along with Technical bid.

I/We agree with above

Signature Of contractor with seal

Executive In-charge



Annexure 'D'

INSTRUCTION TO THE BIDDERS

1. Above tender is two bid System (Technical /Commercial Bid & Price / Rate bid)

The tender is to be processed in two parts viz. 1) Technical and Commercial bid 2) and price/rate 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 super scribed as “Tender for **Material Handling (Loading/Unloading) of Transformer/Locomotive and its accessories inside BHEL.**

“**TECHNO-COMMERCIAL BID**”. EMD/ Cost of tender documents or Documents required as per qualifying requirements must be enclosed.

The second envelope duly sealed should contain the price bid (Annexure-J) only super scribed as “**Material Handling (Loading/Unloading) of Transformer/Locomotive and its accessories inside BHEL.** “. 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. Offer not in line with the above procedure or quoted in any other format is liable to be rejected /by passed.

1. Both the technical bid and price bid sealed envelope must be again sent in a single envelope duly sealed and super scribed as “**Material Handling (Loading/Unloading) of Transformer/Locomotive and its accessories inside BHEL**” Tender no. CDC TE 233 due date of opening **22-Feb-2013**. 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 bidder.
2. All bidders can witness the opening of the Technical Bid. After evaluation of the Technical Bid which may involve visit to the bidder's / clients place by authorized officials ,price bids of only those bidders 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.
3. All entries in the tender documents 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 bidder before submission.
4. The price / rate should be quoted in figure as well as in words. Price quoted shall be inclusive of all taxes & duties, all statutory requirement/ liabilities like PF/ESI/Bonus/Min. wages etc. However Service Tax shall be payable extra as applicable.
5. The contract shall commence on the date as applicable against the contract and shall be valid as for one year. The contract can be extended on mutually agreed terms & conditions.

I/We agree with above

Signature Of contractor with seal

Executive In-charge



Central Dispatch Cell, Bharat Heavy Electricals Limited, JHANSI

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Annexure'E'

TENDER EVALUATION CRITERIA

The Evaluation of the tender will be carried out as follows:

1. The bidders meeting qualifying requirements as given in Annexure 'C' shall be evaluated and assess the performance.
2. Capability of the Contractor will be assessed on the basis of employees including supervisors on their rolls, machinery, equipments in its possession, previous track record, experience in other organizations etc.
3. Successful technically qualified bidders after the process only will be invited for opening of the rate/price bid.
4. The contractor shall be awarded the work on over all L-1 basis i.e. the grand total of amount for all items as detailed in price bid format (Annexure J).

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

Executive In-charge



CONTRACTORS OBLIGATIONS

A) CONTRACTUAL

Towards selection, control and supervision of employees

- a) Contractor shall decide the number of employees to be deployed for execution of the work awarded to him 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. **Minimum 3 workers, 1 fork-lifter operator & 1 supervisor should be present between 7:00 hrs to 12:00 hrs and 4 workers, 2 fork-lifter operators & 1 supervisor between 12:45 hrs to 18:00 hrs.**
- 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 shall ensure Group Insurance Policy for his workers. The policy should be of a Public Sector Insurance Company. The coverage shall be of minimum Rs 3 lakhs per individual & it should cover death due to any reason when the worker is on duty.
- f) Contractor will ensure that the job is executed through his employees on his rolls and under no circumstances the contractor will deploy any casual employee to carry out the job nor shall sub-contract the job without prior written permission.
- g) Contractor will keep watch on his employees and he will be liable for any pilferage / loss to BHEL due to acts of omission and commission by his employees. Similarly, liability for any compensation to outsiders on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with him.
- h) The contractor has to provide to his workers two sets of uniform (lower dark blue & upper light blue) along with badges bearing logo of his establishment, which shall be affixed by the contract labour on the left side of his pocket.
- i) Contractor to ensure that all precautions are taken for safety of his employees and equipments.
- J) In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees from the establishment of BHEL. In case contractor decides to terminate services of his employees, he should settle all terminal dues required.



B) Towards supply of tools, tackles and materials

- a) BHEL will provide *all tools, tackles, consumables, equipments free of cost*. Contractor can bring their own equipment if required
- b) Contractor shall provide shoe, helmet, and personal protective equipment & maintain the same at their own cost.
- c) Contractor shall ensure that his workers wear uniform, shoes, helmet and other required safety appliances, apparels / equipments inside factory.

C) Towards statutory liability

- a) As mentioned in the terms and conditions enclosed as Annexure 'G' of this contract.
- b) Contractor shall indemnify BHEL against all claims by statutory authorities and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
- 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 to obtain license under the provisions of CL(R&A) Act.

D) Towards Finance

Contractor to arrange his own finance for carrying out the job, like payment of wages to his employees etc. **Rates to be as per price bid**

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

Executive In-charge



Annexure 'G'

GENERAL TERMS & CONDITION FOR CONTRACTORS FOR DEPLOYMENT OF CONTRACT LABOURS UNDER SERVICE/ WORKS CONTRACT.

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

LABOUR LICENCE AND OTHER REQUIREMENTS:-

- 1.1. Contractor should possess Labour license in case of contractors working in BHEL, Jhansi and deploying 20 or more labours on any day, from the Appropriate Government (Central Govt.) for carrying out the various activities mentioned in the contract document.
- 1.2. The contractor shall deploy such number of workers in the premises of BHEL, Jhansi, as required for completion of the contract. The workers such deployed shall be his own workers.
- 1.3. In case the number of labour deployed by the contractor in premises of BHEL Jhansi exceeds the number of labour allowed in the license 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 license within 7 days of exceeding the number of labours mentioned in the license.
- 1.4. Labour license and other requirement in case of contractors NOT working in BHEL, Jhansi or has less than 20 workers on his rolls.
- 1.5. The contractor should possess valid labour license issued by any licensing authority if he has deployed 20 or more workers in any organization.
- 1.6. After being eligible to apply as above, if the contractor is awarded the contract then he should apply for Form-V from BHEL to obtain Labour License from Appropriate Government and submit the same within one month from the date of award of contract. Till then award will be treated as **PROVISIONAL**.
- 1.7. The contractor shall also have to submit copy of PAN card and latest IT return.
- 1.8. The contractor must possess Service Tax Registration number under relevant code head.
- 1.9. The contractor should possess VAT/TIN Number if material is supplied /consumed. The contractor should not be disqualified from bidding in case the contractor does not have TIN No. However, he shall have to produce TIN No. before opening of Price bid.
- 2.0 **APPOINTMENT AND ENTRY IN FACTORY PREMISES:**
- 2.1 The contractor shall submit the following to HR, contracting department and CISF
 - (a) The details of the worker proposed to be deployed in Annexure-I.
 - (b) Character certificate issued by District Magistrate's Office or Proof of remittance of fees for character certificate at District Magistrate's Office. 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
- 2.2 After submission of documents as in Para 2.1, the contractor shall issue photo identity card to the labour and submit to HR department. This identity card shall be forwarded by HR department to CISF, which shall then authorize the labour to enter the factory premises initially for a period of one month.
- 2.3 The photo identity card shall have to be revalidated in every three 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 labour to enter the premises of BHEL Jhansi.
- 2.4 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**.
- BILLS PAYMENT , ATTENDANCE AND PAYMENT OF WAGES**
- Contractor shall submit the box-wise bills for load / unloading in vehicles which are loaded for dispatch and get certified by the supervisor.
- Unloading of trailer/vehicles received from manufacturing shops/ or otherwise , stacking packed of boxes, movement of material for the purpose of packing and similar material handling activities for CDC shall be part of responsibility but will not be billed separately.
- 3.1 The contractor shall pay minimum wages as applicable of the Appropriate Government and in addition to minimum wage Rs. 76.92 per day shall also paid to the contract workers. This additional amount will also attract all statutory deduction and payments. **The payment to the workers should be disbursed through cheques only.**
- 3.2 The contractor shall submit bills to the contracting department on 8th of each month.
- 3.3 The contractor's bills should be accompanied with the following.
- Copy of Measurement Book entries/Statement of work done by the Contractor
 - Statement of Minimum Wages of labours deployed by them under the Service 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
 - PF and ESI challans for previous month- separate for concerned Service contract. Print of online challan alongwith list of contributing contract workers for ESI duly certified by the contractor.
 - Copy of Form-5 and Form-10 (PF monthly returns) submitted by contractor to RPFC for billing month.
 - Copy of Form 12A-regarding PF remittance
 - List of CL covered under accident insurance policy
 - Statement of material supplied by the contractor if any
 - Copy of Labour Licence if increase in no. of labours deployed against Work Order if applicable.
 - Copy of Challan of previous service tax paid
- 3.4 The executing department shall pass the bills of the contractor, by 9th of each month, and after checking the documents as in Para 3.3 above forward them to Finance through HR department.
- 3.5 After checking the Labour Laws compliances with respect to the concerned service contract HR department and after retaining copies of PF and ESI Challans and wage payment sheet



pertaining to current month, 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.

- 3.6 Finance department shall, on satisfactory compliance, and after deduction on account of Security deposit amount and TDS will make payment to the contractor within 10 days of submission of clean bill by the contractor.
- 3.7 The contractor shall issue pay slips to his workers, for the month deployed for undertaking activities under the Service contract, at least a day prior to disbursement of wages.
- 3.8 The contractor shall make payment to the own labours/contract workers before the expiry of the 7th 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.
- 3.9 The contractor shall remit the cheques favoring RPF 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.
- 3.10 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.
- 3.11 In cases where the payment to the contractor is due only after completion of work and the payment is not made monthly then the contractor shall have to produce documents as enumerated in Para 3.3 above, in respect of all workers deployed by him against the contract, for each month separately, along with final bills.

4.0 **PROVIDENT FUND**

- 4.1 The contractor should get independent EPF code before deployment of his contract worker against work contract.
- 4-2 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.
- 4-3 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.
- 4-4 After termination of contract the contractor shall provide due assistance to the labour for withdrawal of PF/pension amount, when due.
- 4.5 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.



4.6 PF CONTRIBUTION :

<u>Employee's Contribution</u>	<u>Employer's Contribution</u>	
12% of Normal wages paid	PF Contribution	3.67%
	Insp/Admn Charages	1.10%
	Admn/Insp Charges	0.01%
	Pension Fund	8.33%
	EDLI Charges	<u>0.5%</u>
	Total	<u>13.61%</u>

4.7 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.

5.0 EMPLOYEES STATE INSURANCE

5.1 The Contractor should allot ESI account number and get the nomination form, duly filled in, from each labour deployed by him at the time of joining.

5.2 At the time of joining the contractor shall get the self/family registration form filled by the workers and submit to the local ESI office.

5.3 The contractor shall facilitate collection of issued ESI cards by his worker.

5.4 ESI CONTRIBUTION :-

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

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

5.6 The Contractor shall produce the following Registers and forms as per Contract Labour (R & A) Rules 1971 for verification by the Executing Officer of the company:-

- (a) Form XII - Register of contractors (Rule 74)
- (b) Form XIII - Register of Workmen employed by contractor (Rule 75)
- (c) Form XIV - Employment Card issued by contractor (Rule 76)
- (d) Form XVI - Muster Roll 78(1) (a) (i)
- (e) Form XVII - Register of Wages (Rule 78 (1) (a) (i))
- (f) Form XVIII - Register of wages-cum Muster Roll (in case of weekly Payment)
- (g) Form XIX - Wage Slip (Rule 78)(1) (b)
- (h) Form XX - Register of deduction for damages of loss (Rule (78)(1) (a) (ii))
- (i) Form XXI - Register of fines (Rule 78) (1) (a) (ii)
- (j) Form XXII - Register of advance (Rule 78) (1) (a) (ii)
- (k) Form XXIII - Register of overtime (Rule 78) (1) (a) (iii)
- (l) Form XXIV - Return to be sent by the contractor to licensing officer (Rule 82)



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 Jhansi on account of indiscipline of contract labour then such loss shall be assessed and recovered from the running bills of the contractor or from the security deposit.
- 7.2 The contractor shall not employ any person who has not completed his 18 years of age and person who has attained 60 years of age.
- 7.3 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.

8.0 LEAVE WITH WAGES TO CONTRACT LABOUR :-

Guidelines as per UP factories Rules 1950 should be strictly observed with regard to crediting / availment of leave. Register as prescribed under the said rules should be maintained by the contractor.

9.0 INDEMNITY BOND/COMPLIANCE OF LEGAL PROVISION

- 9.1 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 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.
- 9.2 The Contractor has to make an agreement with BHEL in the format prescribed only on Rs. 100/- Non-Judicial Stamp Paper.



10.0 OTHER GENERAL TERMS AND CONDITIONS :-

10.1 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, rules amendments, orders, notifications there under issued by the Appropriate Government from time to time. For non-compliance of any provisions, statutory compliance under law, the contractor shall be responsible for penalties levied by the appropriate authority under the Act. The contractor shall also be liable to comply with all other Labour and Industrial Laws and such other acts and Statutes (including Factories Act, Payment of Bonus Act, minimum wages Act, etc.). Depositing of ESI, PF contribution as may be applicable is the responsibility of the contractor. For any default in compliance, the contractor shall be held responsible.

10.2 The work shall be supervised by the contractor or through the authorized representatives on day to day basis.

10.3 The Contractor shall compensate BHEL for any loss or damage to the plant/property, material of BHEL due to his workmen/representatives' negligence or otherwise during execution of work.

10.4 In the event of contractor abandoning the work or BHEL revoking the contract BHEL shall have a right to get incomplete work completed at contractor's risk and cost. BHEL shall have a right to terminate the contract at any time without assigning any reason thereof.

10.5 Security deposit will be released on submission of following certificates from departments mentioned as under:-

- a. Completion of work and certification of payment of minimum wages to contract labours from contracting department.
- b. Certificate of compliance of labour laws from HR department.
- c. Certificate of payment of Bonus by Contracting and HR Department
- d. No-dues certificate regarding service tax payment, and any other dues liable to be remitted by contractor under financial laws, to Finance department
- e. In case of non satisfactory performance of the contract, BHEL shall have a right of forfeiting the security deposit. In case of any dispute decision of concerned Head of the Department will be final.

10.6 The contractors who have not followed mandatory requirements in their earlier contracts in CDC like payment of minimum wage, PF etc shall not be considered

11.0 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.

Accept / Reject any or all tender fully or partly without valid reasons.



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 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 Jhansi 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.

The award of the arbitrator shall be final and binding on both the parties. The venue of the Arbitration shall be at Jhansi in India. The Award to be given by the Arbitration shall be a speaking award. All questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of Jhansi court.

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

Executive In-charge



Tender Enq No. CDC TE 233

P & D

गेट पास आवेदन प्रपत्र

ANNEXURE - I (11)

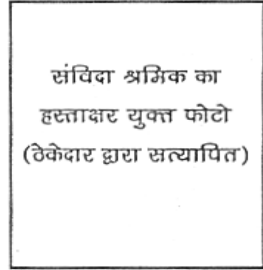
(ठेकेदार के कर्मचारियों/आपूर्तिकर्ताओं/कोरियर सेवा कर्म0 आदि के उपयोग हेतु)

1. ठेकेदार का नाम
2. कार्य का स्वरूप
3. कार्य आदेश सं./दिनांक
4. कार्य आदेश अवधि
5. कार्य स्थल (विभाग)
6. गेट का नाम जिससे प्रवेश/वर्हिगन होगा
7. कर्मचारी की ड्यूटी का समय

संविदा श्रमिक का व्यक्तिगत विवरण

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

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



संविदा श्रमिक का हस्ताक्षर युक्त फोटो (ठेकेदार द्वारा सत्यापित)

शैक्षिक योग्यता.....
 भविष्य निधि खाता संख्या.....कर्मचारी रा बी निगम खाता सं.....

(संविदा श्रमिक के हस्ताक्षर/दिनांक)

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

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

आवंटित गेट पास सं0 दिनांक..... हस्ताक्षर आवंटनकर्ता.....

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

के0 औ0 सु0 ब0 द्वारा भरने के लिए

पासों के विचाराधीन रहने तक.....से.....तक श्री.....
 नियोजक.....को कारखाने में प्रवेश हेतु अनुमति दी जाती है।
 पास संख्या.....जारी होने की तिथि से दिनांक.....तक ही वैध होगी तथा प्रत्येक माह/तीन के पश्चात 25 तारीख को के0 औ0 सु0 बल द्वारा नवीकृत किया जायेगा।

हस्ताक्षर उप कमान्डेन्ट के0 औ0 सु0 ब0 इकाई बी0 एच0 ई0 एल0 झॉंसी (उ0 प्र0)



Tender Enq No. CDC TE 233

Central Dispatch Cell, Bharat Heavy Electricals Limited, JHANSI

Tender Document for Material Handling inside BHEL

Date: 03/01/2013

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



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



Central Dispatch Cell, Bharat Heavy Electricals Limited, JHANSI

Tender Document for Material Handling inside BHEL

Date: 03/01/2013

Tender Enq No. CDC TE 233

Annexure IV

STATEMENT OF THE CONTRACTOR FOR THE MONTH OF _____ 20____

WORK ORDER NO-----

CONTRACTING DEPARTMENT-----

CONTRACTOR NAME-----

S.NO	NAME OF WORKER	CAT.	NORMAL DAYS	OT DAYS	GROSS WAGES	EMPLOYEES CONTRIBUTION DEDUCTION		OTHER DEDUCTION	TOTAL RECOVERY	NET PAYABLE	EMPLOYER'S CONTRIBUTION	
						PF 12%	ESI 1.75%				PF 13.61%	ESI 4.75%
1.												
2.												
3.												
4.												
5.												
6.												
7.												
8.												
9.												
10.												
11.												
12.												
13.												
14.												
15.												

SIGNATURE OF THE CONTRACTOR



Annexure 'H'

MEASUREMENT OF WORK AND PAYMENTS THEREOF

1. The designation officer of the Unit will periodically inspect the data punching and miscellaneous services being provided by the contractor and find out deficiencies. The contractor shall rectify the same immediately to the satisfaction of the designated officer.
2. Payment towards work satisfactorily executed will be made to the contractor on the basis of following:-

SL	DESCRIPTION OF LOADING	UNIT	QTY
1	Assistance in loading of Power transformers on trailer	NO.	202
2	Loading of Power Transformer Accessories, Electronic controllers, Loco spares etc on Truck/Trailer	NO.	16160
3	Loading of Instruments Transformer	NO.	600
4	Loading of HVR's (ESP) Transformers	NO.	1650
5	Assistance in Loading of ACEMU Transformers	NO.	175
6	Assistance in Loading of Freight Loco Transformer	NO.	75
7	Assistance in Loading of Dry Type Transformers	NO.	190
8	Assistance in Loading of 350 HP Diesel Engine on Trailer	NO.	1
9	Assistance in Loading of 700 HP Diesel Engine on Trailer	NO.	8
10	Assistance in Loading of 1400 HP Diesel Engine on Trailer	NO.	5
11	Loading of Transformer oil Filled Drums (209/1000 Ltrs capacity)	NO.	24240

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

I/we agree with the above
Signature of contractor with seal

Executive In-charge



Annexure 'I'

PERFORMA FOR SUBMITTING TECHNICAL BID FOR 'Material Handling (Loading/Unloading) of Transformer/Locomotive and its accessories inside BHEL

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

Contd...



11. No. of Workers including Supervisors on the rolls of the firm : _____
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. : -----
15. Validity of offer : 90 days from the date of tender Opening.
16. Blank Price bid format : Enclosed/Not Enclosed
17. Experience document : Enclosed/Not Enclosed

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.

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

Executive In-charge

**Annexure 'J'****PRICE BID FORMAT
(To be submitted along with Techno- Commercial)****Detail of work: (Material Handling (Loading/Unloading) of Transformer/Locomotive and its accessories inside BHEL)**

- 1 Name of the Firms :
- 2 Name of the Proprietor/ partners :
- 3 Address & Contact nos. :
- 4 Price offer on work measurement basis :

SL NO.	DESCRIPTION OF LOADING	UNIT	QTY“ A”	Rate offered by contractor, Rs. “B”	Total Value Rs. (AxB)
(a)	(b)	(c)	(d)	(e)	(f)
1	Assistance in loading of Power transformers on trailer	NO.	202		
2	Loading of Power Transformer Accessories, Electronic controllers, Loco spares etc on Truck/Trailer	NO.	16160		
3	Loading of Instruments Transformer	NO.	600		
4	Loading of HVR's (ESP) Transformers	NO.	1650		
5	Assistance in Loading of ACEMU Transformers	NO.	175		
6	Assistance in Loading of Freight Loco Transformer	NO.	75		
7	Assistance in Loading of Dry Type Transformers	NO.	190		
8	Assistance in Loading of 350 HP Diesel Engine on Trailer	NO.	1		
9	Assistance in Loading of 700 HP Diesel Engine on Trailer	NO.	8		
10	Assistance in Loading of 1400 HP Diesel Engine on Trailer	NO.	5		
11	Loading of Trfr oil Filled Drums (209/1000 Ltrs capacity)	NO.	24240		
GRAND TOTAL					

Service tax will be paid extra as applicable

Note: The evaluation of L1 shall be based on Total value of Contract ie Total of Column 'f'.

Material handling equipments such as crane, lifters etc shall be provided free of cost by BHEL

Signature of Contractor