



BHARAT HEAVY ELECTRICALS LIMITED: RUDRAPUR (HUMAN RESOURCE MANAGEMENT DEPARTMENT)

No: BHE: RU: HR: OWS: 2015-17:

Dated 26.10.2015

M/s _____

Open Tender Notice No. BHE: RU: HR: Office Work Services/2015-17

Sealed tenders are invited from specialized agencies / experienced parties having PF/ESI for providing following services at BHEL CFP Rudrapur for a period of **two years**.

1. Office Work Service including computer data entry, update & upkeep of data / records, preparation of documents etc. at BHEL Rudrapur **as mentioned in scope of works at Annexure-B (Price Bid)**.

The detailed scope of work and terms and conditions for the above work has been specified in tender Annexure-A to Annexure-E.

The parties will provide their details in Technical-cum-commercial bid and quoted rates are to be provided in Price bid. Price bid of only those parties will be opened who qualify in techno-commercial bid. The **Technical-Cum-Commercial Bid (Annexure-A) & Price Bid (Annexure-B)** should be submitted in separate sealed envelopes & then put in another enclosing envelope.

Tender document should be submitted along with the **Earnest Money Deposit of Rs. 2,00,000/-** in the form of Cash Receipt/ Demand Draft in favour of BHEL Rudrapur. **The Security Deposit will be Rs. 4 Lakh + 5 % of amount (work order value) exceeding Rs. 50 lakh.**

The work will be awarded to single party on the basis of L-1 (lowest) charges payable on overall L-1 basis for all the activities. However, BHEL reserves the right to accept or reject any bid without assigning any reason thereof. The parties are advised to visit site for actual assessment of work before submitting tender.

The sealed tender in sealed envelope **super scribing "Tender for Office work due for opening on 20.11.2015 at 03.00 PM"** should be submitted by **20.11.2015, 02.00 PM** at **"Sr. Executive (HR), BHEL-CFP, Rudrapur, Kichha Bypass Road (Near FCI godown), Rudrapur, U. S. Nagar, U.K.-263153"**.

For any clarification feel free to contact us, contact no. 05944-257265, 272 & e-mail himanshum@bhel.in, bcmishra@bhel.in . Tenders received after 20.11.2015, 02.00 PM shall not be entertained.

The tender not submitted in two part bid will be summarily rejected.

Sr. Executive (HR)

FORMAT FOR TECHNICAL CUM COMMERCIAL BID

Sl. No.	Documents/Description	Remarks/Page No.
1	Name & Address of Party	:
2	EPF Registration No. (Enclose a Copy)	:
3	ESI Registration No. (Enclose a Copy)	:
4	Pan Card No. (Enclose a Copy)	:
5	Service Tax Registration No. (Enclose a Copy)	:
6	Acceptance to provide Contractor Labour License	: Yes. I shall apply within two days of receiving of work order.
7	Bank Account Details	:
	IFSC Code No.	:
	Account No	:
	Bank Name	:
	Branch Name	:
8	Acceptance for E-Payment	: Yes
9	Acceptance to provide trained/qualified staff	: Yes
10	Earnest Money Deposit Details (EMD)	:
11	Audited Balance Sheet, Profit & Loss Account for the last 03 financial years (Party should have minimum average turnover of Rs. 45 Lakh) enclose the documents.	:
12	Acceptance of all terms & conditions of contract by signing & stamping of all technical documents of tender.	
13	Note: The party should submit all the documents mentioned in Sl. No. 02, 03, 04, 05 & 11 and Acceptance/details for Sl. No. 06, 07, 08, 09, 10 & 12. These are mandatory qualifying criteria & non fulfilment of any one or more criteria shall make the party technically rejected.	

**Auth. Signature
With Seal**

Name of the Party:

Address:

Contact Details:

E-Mail Address:

FORMAT FOR PRICE BID FOR THE SCOPE OF WORK VARIOUS PROJECTS AT BHEL-RUDRAPUR

Sl. No.	Brief Description	Quantity/Month		Execution Frequency	Rate (Rs.) /Quantity		Total/ Month (Rs.)	
		Quantity	Unit		Rate	Unit		
1	Soft Data Entry	8970	Page	Daily		Per Page		
2	Upkeep of Records	8970	File	Daily		Per File		
3	Update of Records	8970	M.S. File	Daily		Per File		
4	Preparation of documents including generation of hard copies	5980	Documents	Daily		Per Document		
5	Total/Month Rs. (assuming 26 day per month)							
6	Grand Total for 02 Year (Rs.)							

Service Tax Extra as applicable.

Office Work/Service :

Timing of the work will be from 8.00 AM to 5.00 PM, on six days a week at BHEL Rudrapur.

Day-to-day instruction for performing the jobs will be provided to agency supervisor by BHEL's authorized official and it will be solely responsibility of contractor's supervisor to assign work to staff deployed and take care of complete supervision & control of workers and coordination with BHEL.

Trained & qualified personnel (Skilled) as per the requirement of the work will be deployed by contractor .Refer Annexure C, Point b)

Important Note:

BHEL recommends additional wages over and above the minimum wages fixed by the state government to be paid by the contractor, according to the grade of the worker (Refer Annexure C, Point a). I have read the point and give my commitment to pay the additional wages recommended by BHEL to the contract worker, besides the minimum wages fixed by State Government, for which I will not claim any additional/ separate payment from BHEL.

Terms & conditions are accepted.

Authorized sign. With seal:

Name of the party:

Address:

Contact details:

E-Mail Address:

CONTRACTOR'S OBLIGATIONS CONTRACTUAL

- a. (i) BHEL recommends following additional payment to be made to the contract worker. This will be in addition to the minimum wages fixed by the state government from time to time.

Sl. No.	Category	Additional BHEL Wages/Day (Rs.)	Additional BHEL Wages/Month (Rs.)
01	Un-Skilled	123.08/-	3200.00/-
02	Semi-Skilled	142.31/-	3700.00/-
03	Skilled	157.69/-	4100.00/-
04	High- Skilled	157.69/-	4100.00/-

(ii) Contractor shall pay to the contract worker, additional wages recommended by BHEL and minimum wages as fixed by State Government from time to time.

(iii) PF/ESI and other statutory contributions will be made by the contractor taking into account both the additional wages and minimum wages fixed by the State Government.

(iv) Contractor shall make payment to the contract worker through bank mode.

(v) For all purpose, the minimum wages shall mean minimum wages fixed by the State Government and the additional wages recommended by BHEL.

- b. Contractor shall decide the number of employees to be deployed for execution of the work awarded to him and he or his authorized representative will be solely entitled to dictate such workers about the manner of carrying out the work as per the prescribed specifications and quality plan. **However, in view of ensuring a certain standard of service quality and the fluctuations in the difficulty and frequency of the varied nature of work, the operator will be required to undertake, a certain minimum no. of quantity has been arrived at. The minimum monthly quantity target for an operator are (Soft Data Entry (390), Upkeep of records (390), Update of records (390) and Preparation of documents including generation of hard copies (260)). An operator has to give the above output every month. In case the output is less, than proportionate amount will be deducted from the Contractor's bill. However, if the output happens to exceed the above limit in any month, then it will not be taken into account and BHEL will not make any additional payment for the excess output. A supervisor (Skilled) is to be deputed by the contractor on his own cost on all working days on full time basis for deploying the workers according to the requirements of BHEL, supervise the working of operators, address the complaints of BHEL officials and perform all other duties as expected from the contractor/ his representative. Non availability of supervisor in the plant will lead to proportionate reduction from the bill raised by the contractor.**
- c. Contractor shall supervise the work allotted to him and to be carried out by his employees. A supervisor will specifically be required to be provided. The contractor will intimate in writing the detail of the supervisor, in advance. In case, he has to replace the supervisor, he will intimate the same well in advance. **In any case workers will not work, in absence of designated supervisor.**
- d. 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.
- e. Contractor to maintain appropriate records of his employees deployed to carry out the job(s).
- f. **Contractor should issue appointment letters to his employees.**

- g. **Contractor to provide employment card/Identity card with photograph duly verified and attested by the Contractor to his employees.** In its absence the BHEL or authorized agency can deny entry into the factory, for which the contractor shall be solely held responsible. Contractor to indicate the name of the proprietary/partnership firm/company, place of work, contract number and duration of validity of card.
- h. Contractor will be responsible for the good conduct of his employees. In case of any misconduct/misbehavior by any employee, the contractor will replace such employee(s) immediately.
- i. 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.
- j. 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.
- k. Contractor to provide safety appliances and safety shoes to his employees. The contractor shall be responsible for enforcing all safety regulations as applicable.
- l. The contractor has to provide a distinct uniform different from BHEL employees. The Uniform should have logo of the Contractors firm / company. The uniform shall be kept in neat, tidy and wearable condition. Wherever necessary, the Cap shall be integral part of the uniform. This is to be mandatorily provided by the contractor and no demand of payment shall be made before BHEL on this account.
- m. Contractor to ensure that all precautions are taken for safety of his employees and equipment.
- n. In the event of termination of contract for any reason whatsoever, the contractor shall issue termination letter and withdraw all his employees from the establishment of BHEL. In case contractor decides to terminate services of his employees, he should settle all terminal dues including PF/ESI/ Bonus/Gratuity/retrenchment compensation etc.
- o. Contractor shall provide to his employees all tools, tackles and equipment and maintain the same to carry out the job under the contract at his cost and if necessary contractor may take insurance policy of his men, material, equipment and tools and tackles.
- p. Contractor shall provide safety appliances and maintain the same at his own cost which may be required under the statute or otherwise.
- q. Contractor shall provide material at his cost as mentioned in the contract to his employees for carrying out the job.

MEASUREMENT OF WORK AND PAYMENT THEREOF

- a. A Measurement Book will be maintained in the Unit by the authorized representative of BHEL who shall make entries regarding the work executed by the contractor under different heads. These entries will be counter-signed by the contractor or his duly authorized representative.
- b. Short comings, if any, in the work executed by the contractor will be pointed out by the designated employee to the Contractor or his authorized representative and the same will be rectified by him within 3 days to the satisfaction of the designated employee.
 - a) Payments will be made to the contractor on achieving milestone /on the basis of work carried out by him.
 - b) Consumption of material will be verified through challan for entering of material at Factory gate.
 - c) All payments will be subject to deduction of income tax at source as per Income Tax and Service Tax as per the applicable Rules.
 - d) Contractor must have financial capability to pay wages and discharge statutory liabilities on time without depending on payment from BHEL.
 - e) Contractor must make payment of wages and PF/ESI dues and only then should submit the bill along with documentary proof for the relevant period.
 - f) Contractor should take the initiative to switch to bank payment mode instead of traditional cash payment mode for wage payment.
- c. Payment towards work satisfactorily executed will be made to the contractor at the rates quoted in price bid. The payment will be made within 45 days of the submission of complete and correct bill along with necessary documents.

Towards statutory liability

- a. All statutory requirements under Minimum Wages Act, 1948, Payment of Wages Act, 1936, Workmen Compensation Act. 1923, EPF & MP Act, 1952, Payment of Gratuity Act, 1972, ESI Act, 1948, The Contract Labour (R&A) Act, 1970, Payment of Bonus Act, 1965, Income Tax Act, Service Tax Act and all other applicable Acts shall be complied with by the contractor.
- b. **Statutory Bonus shall be made by the contractor.**
- c. Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.
- d. Contractor shall ensure payment of statutory prescribed minimum wages and BHEL recommended additional wages as applicable from time to time in the presence of authorized representative of BHEL and maintain proper records of their timely disbursement. Contractor has to pay the wages on or before the 7th day of the month. It shall not be delayed on the pretext of payment delay from BHEL/ financial problem/ any other reason. **Failure to disburse wages within the stipulated date may attract tough actions, including penalty from BHEL.** These records need to be preserved for a period of at least 3 years and should be made available even after the contract is over for any verification by the statutory authorities / BHEL authorities.

- e. Contractor to provide PF pass book to his employees and ensure payment of PF, EDLI, pension dues under EPF & MP Act, 1952 to the RPFC. Contractor must facilitate the Transfer/ withdrawal/ loan requirement of the worker by filling correct information and processing the application on time.
- f. Contractor shall ensure payment of ESI contribution under ESI Act, 1948 and provide ESI membership No. /card of each employee. **Contractor to ensure that new ESI no. is not generated, if the worker already has ESI no.** In any case the worker must not have more than one ESI no. **Contractor, to ensure that their workers have ESI biometric card and must support them in getting medical/claim benefit from ESI.**
- g. Contractor shall produce proof of deductions as well as remittances of PF, EDLI, Pension, ESI contribution, administrative charges etc. wherever applicable and shall maintain proper records. **Contractor to issue wage slips to his employees at least one day before the payment of wages.**
- h. Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.
- i. Contractor shall be solely responsible for nonpayment/ delayed payment of wages/ DA, contributions under EPF & MP Act, ESI Act etc.
- j. In case the contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the security deposit/other dues/running bills under the contract can be utilized by BHEL to discharge the liability of the contractor.
- k. Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
- l. The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
- m. Contractor to obtain insurance cover for his employees / equipment / tools and tackles etc. and take third party risk insurance coverage at his own cost. BHEL shall not be responsible for any loss, damage, pilferage of his property and / or his employees.
- n. Contractor should have independent code numbers/ exemptions under EPF & MP Act, 1952 and ESI Act, 1948 and shall cover his employees under the said codes. The contractor will be required to compulsory make the contributions upto the statutory wage ceiling.
- o. Payment of bonus under the Payment of Bonus Act, Payment of gratuity under the Gratuity Act, and retrenchment compensation under Act will be the sole responsibility of the contractor. **Contractor has to pay Statutory Bonus to worker by Nov 30 and submit the copy of compliance to Labour Authorities and intimate the BHEL.**
- p. Over and above the daily wage rate, payment shall be made for leave with wages.**
- q. Contractor shall observe Provisions of the Factories Act in respect of working hours, holidays, rest intervals, leave and overtime to his employee. No work shall be done on second/third shift, overtime, Sundays or on other declared holidays without written permission.
- r. In case a contractor employs women as employee he will discharge his obligation under law in respect of such women workers such prohibition of engaging them during night-hours, prohibition of

employing them for more than 9 hours per day, provision of crèche facility, grant of maternity leave as per rules etc.

- s. **Contractor to obtain license under CL (R&A) Act, 1970 as soon as he receives the Work Order.**

ANNEXURE-E

GENERAL TERMS & CONDITIONS

- a. BHEL shall have the privity of the contract with the contractor only and will give instructions to the contractor or his authorized representative. BHEL will have nothing to do or be concerned with the employment of employees working for the contractor. The relationship between BHEL and the Contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or an employer-employee relationship.
- b. The contractor shall maintain regular contact with the designated employee(s) of BHEL and will interact on matters relating to the work awarded under this contract.
- c. In case the Contractor does not carry out the Contractual/Statutory obligations or the services rendered by him are found to be unsatisfactory, BHEL shall bring the same to his notice and he will be obliged to discharge the obligations and rectify the deficiency/anomaly within three days' time failing which, BHEL reserves the right to terminate the contract without assigning any reason whatsoever. In such an event, no damages will be payable for short closure of the contract.
- d. The contractor shall deposit the amount of **Security Deposit** will be **Rs. 4 Lakh + 5 % of amount exceeding Rs. 50 lakh** as security with BHEL in the form of pay order /bank guarantee / **FDR in the name of contractor A/c – BHEL** duly discharged on the back. Alternatively, the amount of security deposit can be adjusted partly from EMD and balance amount from subsequent bills. However 50% of the SD will be deposited in cash/ in the form of Demand Draft / bank guarantee and balance 50% can be recovered @10% from running bills. This security deposit shall be liable to be returned to the contractor after termination of the contract or at the end of it, subject to deduction on account of company dues, non-deposit of statutory dues etc. **No interest shall be payable on the security deposit. On termination of Contract, Contractor will provide evidence of making all the due payments to the worker and statutory authorities. He will sign the PF withdrawal/ transfer form and submit Form 9A to PF Office. He will also give an indemnity undertaking of complying all the statutory dues and indemnify BHEL. Security Deposit will be returned only after the contractor discharges his obligations.**
- e. The decision of BHEL regarding interpretation of any of terms and conditions set forth in this agreement shall be final and binding on the Contractor.
- f. Any matter arising out of or in connection with the agreement shall be under jurisdiction of Rudrapur Court.
- g. **Notwithstanding anything contained in this Agreement, the contract may be terminated by BHEL without assigning any reason thereof by giving a notice of 30 days to the contractor.**

- h. The contract will commence on the date of award of the work order and will remain valid for a period of 02 years from the date of commencement of work. The parties reserve the right to extend the contract on mutually agreed terms and conditions.

All disputes arising in connection with the contract shall be settled by mutual consultation. If no agreement is reached the dispute shall be settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules made there under. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of the Unit. The award of the arbitrator shall be final and binding on both the Parties. The venue of the Arbitration shall be Rudrapur 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 Rudrapur Courts.

.....
BHARAT HEAVY ELECTRICALS LIMITED, COMPONENT FABRICATION PLANT, RUDRAPUR

Phone No: 05944-257272, and 265