



INDIAN ORDNANCE FACTORIES
ORDNANCE FACTORY DEHUROAD PUNE -412101
GOVERNMENT OF INDIA MINISTRY OF DEFENCE
Tel No -020-27671206 Fax No 020-27671616
EXTENSION -5568,5268
E-Mail: gm-ofdr@ofdr.gov.in
NOTICE INVITING OF TENDER

Ref : Tender enquiry No2013000139 Dtd 16.07.2013 Technical Bid Opening date :06 -08-2013
at14:30Hrs

1. Sealed Tenders are invited from experience Contractor by General Manager , Ordnance Factory Dehuroad, Pune for the Following work :

S.No	Reference No	Description	Qty
1	T.E.No 2013000139 Dated 16.07.2013	TWO LABOUR (SKILLED 1 & UNSKILLED 1) FOR RUNNING & MAINTENANCE OF STP & OTHER FACILITIES FROM 7.30 A.M. TO 4.00 P.M. AND WILL ALL GIVE WATER FROM RECYCLE UNIT TO ESTATE FOR GARDENING	1 Whole Job +50% option Clause

2. The tender is to be submitted under Two bid system viz, Technical Bid & Price Bid as per tender terms & conditions in separate closed envelope .
3. **Tender form, Technical bid Scope of work ,Terms and Conditions , Price bid (Schedule of rates) and other details are already available on website www.tenders.gov.in**
4. Firm has to download the tender form for technical bid & Price bid(Schedule of rates) from website www.tenders.gov.in . and submit the same duly filled in separate closed envelop.
5. **Last Date & Time for submission of Tender : 06-08-2013 before 1400 Hrs .**
6. **Date and Time of Opening of Technical bid : 06-08-2013 at 1430 Hrs .**
7. Technical bid is to be submitted along with EMD of 3% of quoted rates and credentials details of experience , registration etc. as per instruction in tender form available in website , offer without EMD will be summarily rejected .Firms registered/established with DGS&D, NSIC Ordnance Factories and Any other government department are only exempted for furnishing of EMD.

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8. PRE-QUALIFICATION CRITERIA FOR TENDER:-

- 8.1) The firm should have executed labour contract in the past and should have got valid labour license for that contract from labour Commissioner.
- 8.2) Contractor should submit valid labour license, if applicable within a period of 30 days after award of the labour contract.
- 8.3) The firm should be registered with Employees Provident Fund, Employees State Insurance Corporation and Service Tax Dept. The firm should submit attested copy of registration each department.
- 8.4) The firm should have executed at least one contract and past performance of providing similar services to Govt. Departments/ Reputed Private firms. The firm should submit attested copies of supply orders/ work orders in support of their experience.
- 8.5) The firm should be registered with Income Tax Department. The copy of PAN Card is to be submitted.
- 8.6) The firm should submit Earnest Money Deposit 3% of quoted rates. Offers without EMD/ Exemption certificate will be summarily rejected. Firms registered/established with DGS&D, NSIC Ordnance Factories and other government departments are only exempted from furnishing of EMD.
- 8.7) The firm should submit Tender form duly signed and accepted.
- 8.8) The price bid should contain the financial offer as per format of "Schedule of rates" attached.

Note: The offers not meeting above pre-qualification criteria (8.1) to (8.8) will be ignored.
The date and time of Price bid opening will be intimated to the qualified bidders.

9.00 SCHEDULE TO TENDER:-

IN LIEU OF IAFZ 2121

9.1 EARNEST MONEY :- 3% OF THE TOTAL COST OF THE TENDER SHOULD BE SENT ALONGWITH YOUR QUOTATION BY D.D., DRAWN IN FAVOUR OF THE GENERAL MANAGER, ORDNANCE FACTORY, DEHU ROAD. FAILING WHICH QUOTATION WILL BE LIABLE FOR REJECTION. FIRMS REGISTERED/ESTABLISHED WITH DGS&D, NSIC ORDNANCE FACTORIES AND OTHER GOVERNMENT DEPARTMENTS MAY BE EXEMPTED FROM PAYMENT OF EMD. SUCH FIRM SHOULD ENCLOSE A XEROX COPY OF THEIR REGISTRATION WITH ABOVE ALONGWITH QUOTATION FOR EXEMPTION.

9.2 SECURITY DEPOSIT :- AS APPLICABLE AT THE TIME OF PLACEMENT OF ORDER.

9.3 (**Item Code : 8900001835**) **QTY 1.00 W.** Job TWO LABOUR (SKILLED 1 & UNSKILLED 1) FOR RUNNING & MAINTENANCE OF STP & OTHER FACILITIES FROM 7.30 A.M. TO 4.00 P.M. AND WILL ALL GIVE WATER FROM RECYCLE UNIT TO ESTATE FOR GARDENING

9.4 "PRICE BID(SCHEDULE OF RATE ATTACHED)".

9.4. OPTION CLAUSE : THE PURCHASER RESERVES THE RIGHT TO PLACE ORDERS ON SUCCESSFUL TENDERER FOR ADDITIONAL QUANTITY UPTO 50 % OF THE QUANTITY ORDERED MEET THE FURTHER REQUIREMENT ARISES.

9.5 .DELIVERY SCHEDULE : ONE YEAR FROM DATE OF ISSUE OF SUPPLY ORDER.

10.00 PART 'B' IMPORTANT TERMS & CONDITIONS:-

10.1 *The tenderer should clearly fill up the format of "schedule of rate" on website www.tenders.gov.in Incomplete bid will be rejected.*

10.2. Quotation demanding 100% spot payment, advance payment will be liable for rejection.

10.3 “Additional Terms And Conditions attached”

10.4 Firm should keep their offer valid for minimum 120 days from the date of Tender opening.

11.00 Part ‘C’ SPECIAL TERMS & CONDITIONS:-

11.1 All the firms should desist from forming cartel as the practice is prohibited under Section 3(3)(a) & (d) of the competition Act 2002.

11.2 Firms are expected to quote as per terms & conditions of tender. Offers deviating procurement terms & conditions of tender will be considered unresponsive and liable to be rejected.

11.3 General Manager /OFDR reserves the right to distribute equitably the quantity between the firms if more than one firm quote same rate/ Same total value of tender.

11.4 ARBITRATION CLAUSE : (i) All disputes or differences arising out of or in connection with the present contract including the one connected with the validity of the present contract or any part thereof, should be settled by bilateral discussions. (ii) Any dispute, disagreement or question arising of or relating to this contract or relating to construction or performance (except as to any matter the decision or determination whereof is provided for by these conditions), which cannot be settled amicably, to be referred by concerned party to Director General Ordnance Factories Government of India, Ordnance Factory Board, 10A, A.K. Bose Road, KOLKATA : 700001 for appointment of the sole arbitrator. The arbitrator so appointed shall be a Government servant who had not dealt with matter to which this agreement relates and in course of his duties had not expressed views on all or any of the matter in disputes or differences. The Award of the Sole Arbitrator shall be final and binding on the parties. (iii) The venue of the arbitration shall be at place of concerned Factory.

11.5 Agent/Agency Commission:

The contractor confirms and declares to the Buyer that the contractor is the original supplier of the stores/provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the contractor; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The contractor agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in anyway incorrect or if at a later stage it is discovered by the Buyer that the contractor has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the contractor will be liable to refund that amount to the Buyer. The contractor will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the contractor who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

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11.6 Penalty for use of undue influence:

The contractor undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favor or disfavor to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the contractor or any one employed by him or acting on his behalf (whether with or without the knowledge of the contractor) or the commission of any offers by the contractor or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the contractor and recover from the contractor the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to effect that a breach of the undertaking had been committed shall be final and binding on the contractor. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the contractor towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the contractor to such liability/penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

11.7 Access to Book of Accounts:

In case it is found to the satisfaction of the Buyer that the contractor has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the contractor, on a specific request of the Buyer, shall provide necessary information/inspection of the relevant financial documents/information.

11.8 PRICE VARIATION:- Any upward/downward revision in rate of minimum wages during the contract period will be applicable to this contract. The additional amount which became due to upward revision will be reimbursed and vice versa for downward revision as per Central/State Govt. Notification.

ContP-5/-

12.00 SPECIFICATION:-

TWO LABOUR (SKILLED 1 & UNSKILLED 1) FOR RUNNING & MAINTENANCE OF STP & OTHER FACILITIES FROM 7.30 A.M. TO 4.00 P.M. AND WILL ALL GIVE WATER FROM RECYCLE UNIT TO ESTATE FOR GARDENING

12.1 PERIOD OF CONTRACT: - ONE YEAR(312 Days)

12.2 Scope of works :-

- 12.2.1) Arrange for running & maintenance of S.T. plant and Recycling Plant from 07:30 to 04:00 P.M.daily.
- 12.2.2) To monitor the level of all the tank situated at MIDC Hill Top and keep records as per the control panel at STP.
- 12.2.3) To run the Chlorinator & all the system of STP.
- 12.2.4) To run recycle plants & give water of recycling plants for 02 Hrs for gardening purpose to all the place connected at STP.
- 12.2.5 To Look after Minor maintenance of equipment of S.T.P& recycle plants .
- 12.2.6) To keep surrounding area clean & free from grass and leaves .
- 12.2.7) Painting of structure equipments etc.and paints to be provided by the factory .
- 12.2.8) To keep record of running of equipments and flow parameters as per the format provided .
- 12.2.9) All the general condition of contracts shall be complied by the labours suppliers .
- 12.2.10) Job is estimated to requires two labours (One Skilled with qualification of Matric pass & One Unskilled with qualification of VIII pass)

12.3 GENERAL TERMS AND CONDITONS:-

- 12.3.1) The labourers deployed should be in good health to carry out the job specified in the tender inquiry.
- 12.3.2) The contractor and his men are liable to all the provisions, terms and conditions of the Contract Labour (Regulation & Abolition) Act, 1970, in regard to the employment, registers to be maintained for verification by Labour Enforcement Officer Pune-1, as stipulated in the Act. It is contractor's responsibility to get himself registered with the proper authorities and to obtain a license to engage contract labourers and to maintain all the requisite registers and to file the requisite returns. It will be the responsibility of the contractor to comply with all the provisions of the said Act and other Central and State Govt. rules and regulations on the subject.
- 12.3.3) In particular, the contractor will obtain and produce the following documents, in addition to other documents and requirements, at the time of submitting his quotation, in the absence of these documents, the tender of the contractor will be summarily rejected regardless of the amount quoted.
 - a) License to engage contract labour
 - b) Registration with the Regional Commissioner, Employees Provident Fund
 - c) Registration under the Employees State Insurance authority
 - d) PAN CARD AND TAN CARD
- 12.3.4) The contractor's attention is particularly drawn to the MES Contractor's Labour Regulations and Clauses 26 to 30 of the Conditions of the Contract pertaining to labour welfare for adherence and compliance of the same.
- 12.3.5) The contractor shall not pay less than minimum wages as prescribed by the State Govt. / Central Govt. from time to time. The payment to the workmen for the month shall be ensured before 7th of the following month and shall not be related to the payment due to the contractor. Absentee payment shall be made on 10th of the month. The payment shall be made through bank only. In case of delayed payment to the workers, Penalty @ 5 % of month's payment per week or part of week will be deducted for the payment made beyond 10th day of the month. He shall maintain the following documents.

SL NO	Name of the Document	Remarks
A	Register of Wages	In FORM-XVII as given under Contract Labour(Regulation& Abolition) Central Rules,1971
B	Muster Roll	In FORM-XVI as given under Contract Labour(Regulation& Abolition) Central Rules,1971
C	Register of Workman employed by Contractor	In FORM-XIII as given under Contract Labour(Regulation& Abolition) Central Rules,1971
D	Register of deduction for Damage or Loss	In FORM-XX as given under Contract Labour(Regulation& Abolition) Central Rules,1971
E	Register of Fines	In FORM-XXI as given under Contract Labour(Regulation& Abolition) Central Rules,1971
F	Register of Advances	In FORM-XXII as given under Contract Labour(Regulation& Abolition) Central Rules,1971
G	Register of Over time	In FORM-XXIII as given under Contract Labour(Regulation& Abolition) Central Rules,1971

The contract shall produce the above documents as and when called by Factory management.

12.3.6) The contractor shall acquaint himself and comply with the provision's of the relevant laws including the payment of wages ACT 1936 , the Minimum Wages Act 1948, Workmen's Compensation ACT 1923, Employees Liability Act , Employees Provident Fund Act and rules made under this Acts. He will meet the requirement and statutory liabilities of various industrial / Labour laws including wages, bonus, Leave, Gratuity, EPF, ESI etc in respect of his men deployed at Ordnance Factory Dehuroad. The contract amount includes wages, bonus, gratuity or any other payment by the contractor to his men, all the equipment ,tools and appliances and any other expense the contractor may incur the executing he contract.

12.3.7)The contractor will be paid only according to the number of labours deployed by him on daily basis. Recovery will be made as per labour per day if stipulated number of labourers is not deployed by him. The detail of the same is incorporated under penalty clause.

12.3.8) General Manager Ordnance Factory Dehu Road will be indemnified by the contractor in case of the damages or penalty having to be paid by him or any consequences being faced by him due to non-compliance with the said Act or any other Act, Rules or Regulations.

12.3.9)General Manager/OFDR will be competent to terminate the contract in case of damages or penalty having to be paid by him or any consequences being faced by him due to non-compliance with any act rules and regulations.

12.3.10) The contractor shall not discontinue the work without the consent of the GM/OFDR. If the contractor is unable to complete the job for any reason, GENERAL MANAGER OFDR shall complete it by engaging another contractor or by any other means at his discretion at the risk and cost of the defaulting contractor.

12.3.11)A work register showing the number of workmen and area covered/work carried out shall be maintained by the contractor and placed for verification **on daily basis certified by HOS/CW.**

12.3.12)GM/OFDR will not be responsible for any loss suffered by the contractor or his men for whatsoever reason.

12.3.13)The contractor or his agent will be responsible for the conduct and behavior of his employees and none of them will be allowed inside the Factory without the presence of the contractor or his agent except in circumstances decided by the General Manager or his authorized representative. On the report of misconduct or misbehaviour by any of contractor's men, he /she shall be immediately removed as per the directive of GM or his representative and the contractor shall not question /dispute such removal.

12.3.14)The contractor or his men will not move around the Factory except in the assigned area of work. However, in the exigency of work, they may be permitted by the General Manager to work beyond this time and even on Sundays /Holidays and on shift duties as and when required. The contractor men and women should maintain good personal hygiene and should not suffer from any contagious disease.

12.3.15)All persons employed by the contractor and their belongings, vehicles, equipments etc are liable for security search at any time and place. There will be regular as well as surprise checking of the services provided by the contractor.

12.3.16)Contractors and his men will be required to carry passes/Tokens issued by the security, which shall be produced by them on demand for verification.

12.3.17)The contractor will not sub-contract the job to any other person and will be solely responsible for the timely and qualitative completion of the job.

12.3.18)The contractor will provide necessary uniforms and aprons etc to his employees or easy identifications.

12.3.19)The work will be carried out as per the directives and guidance of the GM/OFDR or his representative.

12.3.20)Payment will be made on monthly basis on satisfactory completion of the work as certified by the representative of General Manager and submission of the bill by the Contractor.

12.3.21)If the contractor fails to complete his job or causes any damage to Government property, his Security Deposit shall be forfeited or adjusted against the cost. He shall be further liable to pay any amount that exceeds the Security Deposit and for other departmental or civil action.

12.3.22)The contractor shall depute a separate, regular and full time Supervisor for this work. He shall not be allowed to use any Labour/Sweeper engaged in the job and any supervisor deputed for any other job/ contractor for this contract. **If the contractor is awarded more than one contract by the Factory, he will engage and deploy separate set of manpower including supervisor for each contract as the case may be. The contractor shall record their attendance with names in CW Section on daily basis.**

12.3.23)Firm shall give details of Account Number of every employee in respect of PF and ESIS in respect of their medical treatment within one month from the date of contract and shall submit the details of PF and ESIS contribution made from employee wages along with the Account Number and original Chhlan.

13.00 SAFETY CLAUSE:-

13.1) The contractor should provide safety equipments and periodical safety instructions should be given to all his labourers - :- Gum Boots, Gloves, Goggles as required.

13.2) The contractor shall ensure that he executes the contract in compliance with the Environment policy of the factory and various environment laws, rules, regulations and orders. He shall sign a separate undertaking to this effect. In case any difficulty is faced in proper fastening and securing of safety belt, a safety net may be provided down below the work spot so that in case of accidental fall, there might not be any fatality.

13.3) Work Permit system should be followed in proper spirit and not as a mere formality.

13.4) Proper education of the workers and supervisors regarding high risk involved while working at height is of utmost importance. Contractor's supervisor and supervisor from factory side should give two minutes lecture on safety precautions to be observed by the workers before start of the work. Surveillance and implementation of this part of safety awareness drive should be entrusted to Chief Safety Officer of the Factory. The workers should be clearly explained about the danger of standing or sitting on an apparently stout & new and neat looking asbestos sheet, which is intrinsically weak.

14.00) MANPOWER REQUIREMENT :-

To execute the job, the contractor will have to detail and based on the nature of the work, safety and security requirement, the bifurcation of the persons will be as under:

S.No.	Type of worker	Number
01	Skilled Labour	01
02	Unskilled Labour	01

15.0 ADDITIONAL SECURITY & SAFETY INSTRUCTIONS:-

15.1 The contractor's men are found violating security and safety instructions and norms, they will be debarred from entering the factory/estate and shall not be allowed to work.

15.2 The supervisor and labourers/sweepers employed by the contractor are liable to search by Security staff while entering/leaving the factory or as and when required.

15.3 The contractor should exercise full control over his personnel and take all necessary safety measures at the time of working near service items, electric wires, cables etc. The contractor shall provide all the safety gadgets to his men and ensure that they do use and wear them at the time of working.

15.4 The contractor and his men should have a valid and clear PVR for entry inside the factory premises. The responsibility for obtaining clear PVR for himself, for his supervisor and for his men lies with the contractor who shall do the necessary liaisoning in the matter with civil authorities within 15 days of receipt of the Supply Order.

15.5 General Manager, Ordnance Factory Dehuroad reserves the right to refuse entry of any individual inside the factory and estate and he is not obliged to give reasons for the same.

15.6 The contractor has to obtain prior permission for his labourers to gain entry inside the factory and estate and necessary passes have to be obtained from the Security Officer after completion of due formalities. No admission for the contractor and his men will be permitted without valid PVR from the competent authority.

15.7 Movement of the contractor and his workers will be restricted to the indicated work sites only.

15.8 The contractor will not bring any article/material/stores that are not required in connection with the performance of the contract. The material of the contractor will be subject to check.

15.9 Neither the contractor nor his labourers/agents shall bring articles like beedi, Mobile Phones, cigarettes, gas or gas stoves, lighter, electric heater or any articles involving the use of flames or any kind of intoxicant or any item capable of causing fire or any other contraband inside the factory. He and his employees will be fully responsible for any unsafe act and will be liable to be proceeded against for this. Contractor and his employees will also not use any communication device inside factory.

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15.9 The contractor and his labourers/agents will be required to maintain discipline inside the factory and carry out all orders/instructions of the General Manager Ordnance Factory Dehuroad. In particular he shall follow and abide by the security instructions issued by or on behalf of the General Manager

15.10 The contractor will be responsible for any casualty or accident, etc of his labourers/agents and liable to pay due compensation as decided by the competent authority.

15.11 The labourers of the contractor will have to carry passes/ tokens issued by the factory security officer when working inside the factory and they must return it on the cessation of the contract.

15.12 The contract can be terminated at any time without assigning reasons by giving seven days notices.

15.13 Any type of accident or snake/insecticide bite to worker contractor shall himself be responsible. Factory does not take any responsibility whatsoever in this matter.

All contract Labour entering the estate will wear a clearly identifiable maroon coloured jacket over their dress at the time of work. The jacket is to be provided by the contractor. The labour would wear the jacket for the entire duration of his stay inside the estate for easy identification of the contract labourers. He / She will be debarred from the estate if found without the jacket at any time during the prescribed hours.

**SD/-
JR.WORKS MANAGER/CW**

I, Shri. _____, hereby declare and undertake to comply with all terms and conditions of the subject contract.

Date:

Contractor's Signature

Name and Seal

Place:

ContP-10/-

ADDITIONAL TERMS AND CONDITIONS OF LABOUR CONTRACT:-

1. MANPOWER REQUIREMENT: As per scope of work.

2. LABOUR LICENSE :The contractor will have not to submit a valid labour license.

3. REGISTRATION DETAILS :

The contractor should have ESI, EPF registration. The contribution towards the ESI & EPF is to be made as per rules in force. The other allowances, levies as applicable to the contract are to be paid by the contractor as per the rule.

4. PVR REPORT :

Police verification report & security clearance for all the laborers & supervisory staff is to be obtained before commencement of the work.

5. AGE LIMIT :

Contractor should not employ the children bellow the age of 18 yrs.

6. SAFETY EQUIPMENTS:

Contractor is bound to ensure that all the safety gadgets/personnel protective equipments required to be provided as a mandatory provision as per the existing law in force. It should be made available to workers deployed for executing the job, failing which it will be viewed seriously and contractor will be debarred from executing the contract apart from blacklisting the firm.

7. PRICE VARIATION CLAUSE :

- . Any upward/downward revision in rate of minimum wages during the contract period will be applicable to this contract. The additional amount which became due to upward revision will be reimbursed and vise a versa for downward revision as per Central/State Govt. Notification.

8. PAYMENT OF MINIMUM WAGES:

The contractor should not pay wages less than the minimum wages fixed by Central Government/State Govt. whichever is higher to the labourers engaged by him for the work. The payment is to be made as per wages act. 1948. Wherever the rates finalized are above the minimum wages in that case the payment to the labourers is to be made per actual rate finalized

9. EMPLOYMENT IN THE FACTORY:

The personnel engaged by contractor will not have any right/ claim whatsoever for direct recruitment of permanent employment in factory.

10. MAINTENANCE OF LOG BOOK :

The contractor is responsible for maintenance of Log Book register etc. as related to the work & observes all the necessary act & rules related to the contract.

11. DETAILING OF SUPERVISIOR :

The firm will have to provide a supervisor daily to carry out the work. No work is to be started without supervisor.

12. RISK PURCHASE ACTION :

In case of failure of contractor to perform the contract satisfactorily, the same will be cancelled at contractor's risk & cost and a fresh contract will be entered into at the risk & cost of the defaulting contractor.

13. FORFEITING OF PSD:

Performance security deposit taken for the due performance of the contract will be forfeited and credited to the Govt. in the event of a breach of contract.

4. MISCONDUCT THEFT/ATTEMPT OF PILFERAGE BY CONTRACT LABOUR:

Contractors will have to make their own arrangement for supervision / vigilance on the activities employees engaged by him for the work inside the factory. The contractor will be responsible for any misconduct, theft / attempt of pilferage or misdemeanour on the part of contractor's employees engaged in the factory in connection with the contract work. If the contractor's employee(s) is / are found to be involved in such activities the contractor will be held responsible for the same, and apart from penalty / penal action, contractor will be liable for administrative action including debarring the firm for future Contracts.

15. LOSS TO THE GOVT. PROPERTIES :

The losses to government properties, if any by contract laborers, will be recovered from the contractor's payment. The demurrage charges/losses if any due to contractor will be recovered from the contractor. The contractor will have to abide by the all security instructions and requirements as necessary and intimated by OFDR.

16. ATTENDANCE REGISTER :

The contractor will have to maintain daily attendance register and get it duly signed by rep. of section.

17. SUBCONTRACT :Subcontracts are not allowed.

18. INSURANCE :

The contractor will have to take out the following insurance policies to cover all the risk and keep them valid till the successful completion of the contract. I) Work man's compensation. Ii) Risk / liability of the 3rd party. – Wherever applicable.

19. INDEMNITY :

The contractor should indemnify the factory against any litigation arising from violation of rules and statutes. The firm shall conduct all legal proceeding as may be necessary without any cost to the factory.

20. IDENTIFICATION JACKET: The contractor labourers should wear maroon colour jacket for easy identification by indication of contractor's symbol (sketch will be provided by OFDR).

21. ENQUIRY :

The ALWC (C) / DLWC (C) or any person authorized on their behalf shall have powers to make enquiries with a view to ascertaining and enforcing due and proper observance of CL(RA) Act 1970 and other Labour Laws. He shall investigate in to any complaint regarding the default made by the contractor or sub contractor in regard to such provision.

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22. Refund of Performance Security Deposit: Security deposit of the work shall not be refunded till the contractor produce a clearance certificate from ALWC (C) / DLWC (C) . As soon as the work is virtually completed the contractor shall apply for clearance certificate to Labour Office of ORDNANCE FACTORY DEHUROAD , Pune-412101 i.e. ALWC (C) / DLWC (C) under intimation to officer –in –charge of the work (i.e. JT.GM/AGM concerned). If no complaint is pending against the contractor in respect of the work on record after one month of the date of completion of the work, Labour Office (i.e.ALWC (C) / DLWC (C)) will issue clearance certificate.

23. PAYMENT TERMS:

23.1 Payment will be made 100% monthly basis according to deployed strength against documentary evidence of paid receipt of ESIC , EPF . Muster Roll duly countersigned by user and receipt of documentary proof of payment through ECS.

23.2 Firm should produce the documentary proof of depositing the ESI & EPF with compliance to the concerned departments along with monthly bills.

23.3 The documentary evidence for the payment towards service tax to be produced by the contractor alongwith monthly bill.

24.3 Firm should submit the Service Tax Invoice along with monthly bills.

25.INCOME TAX RECOVERY:

2.0% of total value of tender (say ₹ ‘X’) i.e. value at Sl.No (10) will be deducted towards Income Tax , plus 2% of value ‘X’(say ₹ ‘Y’) will be deducted towards CESS-I plus 1% of value ‘Y’ will be deducted towards CESS-II or as per prevailing rate will be recovered from the contractor’s bill for the total contract value , as this contract fall within purview of Income Tax Act , 1961 section 194(C).

26. ORDNANCE FACTORYDEHUROAD,Pune is located within the limits of Cantonment Board,DehuroadPune (Maharashtra).

GENERAL MANAGER
ORDNANCE FACTORY DEHURAOD,
ON AND BEHALF OF THE PRESIDENT OF INDIA

ContP-14/-

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TENDER ACKNOWLEDGMENT

TENDER NO2013000139 Dated 16.07.2013

TENDER OPENING DATE & TIME _____

M/S. _____

From:

To
The General Manager,
Ordnance Factory Dehuraod ,Pune-412101

I/We hereby offer to supply the stores detailed in the schedule hereto or such portion thereof as you may specify in the acceptance of Tender at the price given in the said schedule and agree to hold the offer open till _____. I/We shall be bound by the communication of acceptance dispatched within the prescribed time.

2. I/We have understood the Instructions to Tenderers and conditions of contract in the form No.DGS&D-68 Revised (excluding clause 24) included in the pamphlet entitled “ Condition of Contract governing contracts placed by the DGOF and have thoroughly examined the specification and or pattern quoted in the schedule here to and am/are fully aware of the nature of the stores required and my/our offer is to supply stores strictly in accordance with the requirements.

Yours faithfully

Signature of tenderer _____

Address _____

Dated _____

Signature of Witness _____

Address _____

{ TO BE SUBMITTED IN SEPARATE ENVELOP DULY FILLED }

1.0 PRICE BID (SCHEDULE OF RATES) :-

TE NO:2013000139 DATE 16.07.2013 FOR ITEM CODE NO (8900001835) FOR TWO LABOUR (SKILLED 1 & UNSKILLED 1) FOR RUNNING & MAINTENANCE OF STP & OTHER FACILITIES FROM 7.30 A.M. TO 4.00 P.M. AND WILL ALL GIVE WATER FROM RECYCLE UNIT TO ESTATE FOR GARDENING FOR QTY 1.00 WHOLE JOB +50% OPTION QUANTITY (01 SKILLED LABOURS+01 UNSKILLED LABOUR PER DAY). OFCONTRACT PERIOD ONE YEAR (312 DAYS).

Sl No	Description	Amount (₹)
1	Charges for Skilled Laboure Per Day .As per minimum wages act	
2	Charges for Unskilled Labours Per Day. As per Minimum Wages act.	
3	Charges for Total Sl.No (1) x 01 (Skilled Labour)+ Sl No (2) x 01 ((Unskilled Labours) Per Day	
4	Service charge %	
5	ESIC as per rules in force (@ 4.75%) on Sl No.(3) or as amended	
6	EPF as per rules in force (@ 13.61%) on Sl No.(3)or as amended	
7	Sub total-i sl no (3+4+5+6)	
8	Service Tax as per rules in force @12.36% on SL.no(7)	
9	Total Per Day for Whole Job Sl No (7+8)	
10	Total Sl No (9) x 312 Days	
11	Grand total (in words)	

Note : 2.0% of total value of tender (say ₹ 'X') i.e. value at Sl.No (10) will be deducted towards Income Tax , plus 2% of value 'X'(say ₹ 'Y') will be deducted towards CESS-I plus 1% of value 'Y' will be deducted towards CESS-II.

Note : In case the rate /service charge quoted by the contractors are such that the payments to be made to the labourer as per the requirements of the Minimum Wages Act and other mandatory, statutory and legal requirements for payments and recoveries from the contractors , are not possible due to the quoted rates/service charge being lower than the quantum of such payments and recoveries under the extent Laws/Rules/Regulations/Government Notification , such tenders are liable to be rejected and the decision of the GM,OFDR would be final in this regard .

2.00 Schedule of Employment: **Pune is treated as 'B' class city as per Central Government Order No 1 /2(2)/2013-LS-II Dated 18.03.2013**

2.1 Minimum Wages :

(A) ₹ 328.00 Per Man /Day for Skilled .{ As Per State Government Notification No B-27(1)/2013 dt 01.04.2013 }

(B) ₹ 279.00 Per Man/ Day for Semi-Skilled{ As Per State Government Notification No B-27(1)/2013 dt 01.04.2013 }

(C) ₹ 268.826 Per Man/ Day for Unskilled{ As Per State Government Notification No B-27(1)/2013 dt 01.04.2013 }

Note: The above rates are indicative. However, prevailing rate to be considered .

2.2 The labour charges should not be less than the rate of Minimum wages Payable as per government of Maharashtra / Govt. of India whichever is higher and statutory liabilities as applicable. The offers not complying with the minimum wages and statutory liabilities will be ignored.

Name and Address of the contractor
Signature of the contractor with seal

2.3 Note:

(2.3.1) The firm should quote the amount of taxes and levies in full figures. Firm should not quote rate in fraction. The fraction is to rounded off to next higher rupee i.e. if amount is ₹.50.12 it is to be rounded off to ₹51.00

(2.3.2) Strike out whichever is not applicable.