

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	24-08-2023 18:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	24-08-2023 18:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Heavy Industries And Public Enterprises
Department Name/विभाग का नाम	Department Of Heavy Industry
Organisation Name/संगठन का नाम	Bharat Heavy Electricals Limited (bhel)
Office Name/कार्यालय का नाम	10170006-ivp Goindwal
Item Category/मद केटेगरी	Manpower Outsourcing Services - Minimum wage - Unskilled; Others; Mazdoor/Labour , Manpower Outsourcing Services - Minimum wage - Skilled; Healthcare; Pharmacist
Contract Period/अनुबंध अवधि	2 Year(s)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Annual Turnover,Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Floor Price/न्यूनतम मूल्य	This bid has been created/published with floor price(minimum value) selected by the Buyer. Service Providers are advised to quote above the minimum floor value.

Bid Details/बिड विवरण	
Estimated Bid Value/अनुमानित बिड मूल्य	27220000
Payment Timelines	Payments shall be made to the Seller within 90 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	544400

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	27

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

Dy Manager
433, Industrial Complex BHEL IVP Goindwal Sahib Punjab 143422
(Rakesh Kumar)

Splitting/विभाजन

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता

Yes

1. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.
[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.
3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

Excel Upload Required/एक्सेल में अपलोड किए जाने की आवश्यकता :

Information required from vendors for Tender Enquiry - [1691994339.xlsx](#)

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Scope of work & Job description:[1691833209.pdf](#)

Buyer to upload undertaking that Minimum Wages indicated by him during Bid Creation are as per applicable Minimum Wages Act:[1691833442.pdf](#)

Manpower Outsourcing Services - Minimum Wage - Unskilled; Others; Mazdoor/Labour (71)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Skill Category	Unskilled
Type of Function	Others
List of Profiles	Mazdoor/Labour
Educational Qualification	Not Required
Specialization	Not Required
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	0 to 3 Years

Specification	Values
State	NA
Zipcode	NA
District	NA
Addon(s)/एडऑन	

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
1	Vishal Devgon	143422,BHEL, Industrial Valves Plant, Plot No. 433, Industrial Complex Phase-I, Goindwal Sahib	71	<ul style="list-style-type: none"> • Minimum daily wage (INR) exclusive of GST : 398.22 • Bonus (INR per day) : 33.17 • EDLI (INR per day) : 1.99 • EPF Admin Charge (INR per day) : 1.99 • Optional Allowances 1 (INR per day) : 0 • Optional Allowances 2 (INR per day) : 0 • Optional Allowances 3 (INR per day) : 0 • ESI (INR per day) : 12.94 • Number of working days in a month : 26 • Provident Fund (INR per day) : 47.79 • Tenure/ Duration of Employment (in months) : 24

Manpower Outsourcing Services - Minimum Wage - Skilled; Healthcare; Pharmacist (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Skill Category	Skilled
Type of Function	Healthcare
List of Profiles	Pharmacist
Educational Qualification	Diploma
Specialization	Medicine
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	0 to 3 Years
State	NA
Zipcode	NA
District	NA
Addon(s)/एडऑन	

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
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S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
1	Vishal Devgon	143422,BHEL, Industrial Valves Plant, Plot No. 433, Industrial Complex Phase-I, Goindwal Sahib	1	<ul style="list-style-type: none"> Bonus (INR per day) : 38.55 EDLI (INR per day) : 2.31 EPF Admin Charge (INR per day) : 2.31 Minimum daily wage (INR) exclusive of GST : 462.72 Optional Allowances 1 (INR per day) : 0 Optional Allowances 2 (INR per day) : 0 Optional Allowances 3 (INR per day) : 0 ESI (INR per day) : 15.04 Number of working days in a month : 26 Provident Fund (INR per day) : 55.53 Tenure/ Duration of Employment (in months) : 24

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

1. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

2. Generic

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

3. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

PRE QUALIFICATION CRITERIA

1. FINANCIAL SOUNDNESS:

Average Annual financial turnover during the last 3 years, ending 31st March of 2023 should be at least 30% of the Tender cost. If annual financial turnover of last three years not submitted by the Tenderer, the turnover of the year(s) submitted shall be averaged over three years. This is to be supported by audited P&L Account & Balance Sheet for the last three consecutive Financial years i.e. 2020-21, 2021-22 & 2022-23 (Assessment Year 2021-22, 2022-23 & 2023-24).

In case audited balance sheet & P&L account for Financial year 2022-23 is not ready, Tenderer may submit provisional P&L account and balance sheet for 2022-23 verified by CA (Chartered Accountant).

In case audit of account (P&L Account, Balance Sheet) is not applicable then the vendor may submit Turnover Certificate duly certified by Chartered Accountant for the Financial Years i.e. 2020-21, 2021-22 & 2022-23 (Assessment Year 2021-22, 2022-23 & 2023-24) as a proof of Financial Soundness.

2 EXPERIENCE:

Experience of having successfully completed similar works (supply of manpower for various activities including helping jobs or service contracts with supply of manpower) during last 3 Financial Years ending 30.06.2023 fulfilling either of the following criterion:

- a) Three similar completed works each costing not less than the amount equal to 40% of the estimated cost.

OR

- b) Two similar completed works each costing not less than the amount equal to 50% of the Tender cost.

OR

- c) One completed work, each costing not less than the amount equal to 80% of the Tender cost

Proof of work shall be:

Copy of Contract for work related to scope of work (i.e. Manpower Supply for various activities) issued by Central/State Government/PSU/Private Organization.

Copy(ies) of Work Order(s) and Experience Certificate(S) corresponding to the work order(s) to be provided.

Experience certificate from Private organization to be supported by TDS (Tax Deduction at source) certificate issued by the said organization or Form 26AS.

- 3 **PAN CARD:** The Tenderer has to submit a copy of PAN Card

- 4 **GST Registration Certificate:** The Tenderer has to submit a copy of the GST Registration Certificate

- 5 **EPFO:** Provident Fund Registration is not mandatory, however after the contract is awarded, registration with EPFO has to be obtained by the successful bidder.

Tenderer already registered with EPFO must enclose the copy of EPFO Registration number. However, such parties shall apply for and obtain the Provident fund Sub-code from the Regional Provident Fund Commissioner (Amritsar/Tarn Taran as Applicable) within 30 days of commencement of the work. **Undertaking to this effect to be enclosed along with tender documents.**

Parties which are not registered with EPFO, shall apply for registration within 7 days of award of work and obtain the local Sub-Code from Regional Provident Fund Commissioner (Amritsar/Tarn Taran as Applicable) within one month of award of the work. **Undertaking to this effect to be enclosed along with tender documents.**

The EPFO contribution has to be remitted with the Sub-code of the Regional Provident Fund Commission as per the applicable circle only.

The first bill shall be processed only after the above compliance has been met.

- 6 ESIC-** ESIC Registration is not mandatory, however after the contract is awarded, registration with ESIC has to be obtained by the successful bidder.

Tenderer already registered with ESIC must enclose the copy of ESIC Registration number. However, such parties shall apply for and obtain the ESIC Sub-code from the SRO ESIC Office, Jalandhar within 30 days of commencement of the work. **Undertaking to this effect to be enclosed along with tender documents.**

Parties which are not registered with ESIC, shall apply for registration within 7 days of award of work from Regional Office, Chandigarh and obtain the local Sub-Code from Sub-Regional ESIC Office, Jalandhar within one month of award of the work. **Undertaking to this effect to be enclosed along with tender documents.**

The ESIC contribution has to be remitted with the Sub-code of the Regional ESIC Office as per the applicable circle only.

The first bill shall be processed only after the above compliance has been met.

- 7 Labour License:** After award of work, the Tenderer has to obtain Labour License from appropriate Government (currently Centre Government) within one month from the time Form III is issued to the contractor by BHEL. **An undertaking for the same to be enclosed.** The fees for obtaining labour licence shall be reimbursed to the contractor by BHEL upon submission of receipt along with the copy of labour licence. In case of non-compliance penalty shall be levied on the party as per the Clause 3 of the other terms and conditions.

- 8 Self-Declaration:** That Contractor has not been suspended or blacklisted by any Unit/Office of BHEL, any other PSU or Govt. Agency and submit a declaration as follows:

“I/We hereby declare that I/we have not been Banned/Suspended/Blacklisted or de-listed by any PSU/Government Department/ Financial Institution / Court.”

In case, the declaration is found incorrect/false at any later stage, the tender is liable to be rejected, the contract shall be closed without any further notice and Risk Purchase Clause shall be applicable as per Tender Terms and Conditions.

OTHER TERMS AND CONDITIONS_ Revision_3_20230801

1. TERMS OF PAYMENT

- a. Payments shall be made to the Seller within the mentioned days (as per below table) from the date of receipt and acceptance of material.

Type of Bidder	Payment Terms (Number of days)
Micro & Small Enterprises (MSEs)	45 days
Medium Enterprises	60 days
Non MSME	90 days

To be considered as Micro, Small or Medium enterprise, bidder must be manufacturer of offer product and relevant valid certificate as per latest MSME guidelines is to be submitted along with bid.

MSME bidders can avail benefits of payment through TReDS (Trade Receivable e-Discounting System).

In case of any deviation from standard payment term mentioned above, BHEL shall load on the item price at "Base rate of SBI (as applicable on the date of bid opening; Techno-commercial bid opening) + 6% for the period of relaxation sought by bidders.

- b. Supporting documents in 2 sets (Original + Photocopy) to be submitted with the monthly bills BY 15th of next month:-
- GST compliant Original Tax invoice. The invoice should contain information w.r.t. GST No, SAC code, etc. and declarations w.r.t. compliance of EPF, ESIC ("It is certified that ESI and EPFO compliance has been completed for all the ___no. of Contract Workers deployed at BHEL IVP Goindwal for the month_____ of 2023/2024/2025").
 - Proof of Compliance w.r.t. EPF, ESIC along with submission of challans and ECR and corresponding declarations in the invoice.
 - Declaration of compliance on Minimum wages as per directives of Govt. of Punjab.
 - Attendance sheet signed & stamped by the Authorised signatory of the Contractor and duly verified by concerned BHEL officials.
 - Salary calculation sheet signed and stamped by the Authorised signatory of the Contractor. Soft copy of the same in MS Excel also to be submitted.
 - Proof of remittance of wages to workers through NEFT (Bank Transfer Sheet duly acknowledged by the bank).

c. **BHEL releases payment through EFT mode ONLY. EFT format need to be submitted alongwith the first monthly bill.**

d. **Conditions relating to release of GST portion:**

Payment of GST portion will be released to vendor only upon completion of statutory requirement and further subject to following:

- a) Vendor declaring such invoice in his GSTR-1 and
- b) Receipt of Tax invoice by BHEL along with supporting documents mentioned above and
- c) Confirmation of payment of GST thereon by vendor on GSTN portal.
- d) Above is subject to receipt of goods/service and tax invoice thereof along with vendor declaring invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL.

2. AVAILING INPUT TAX CREDIT (ITC) BY BHEL:

- i. Since ITC can be availed only when BHEL is in possession of GST Tax invoice, vendor to ensure timely dispatch of GST Tax Invoice. It may be noted that in case of any delay in receipt of Tax Invoice the ITC availment by BHEL will get delayed thus entailing additional cash outflow & may even get denied if ITC availment timelines are breached.
- ii. Further ITC can be availed only when vendor has declared such invoice in his outward supply Return GSTR-1 and after GST thereon has been paid by him at the time of filing of monthly Return.
- iii. If GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from vendor along with interest levied/leviable on BHEL.
- iv. Further, in case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor/contractor along with interest levied/leviable on BHEL.

3. LIABILITY UNDER REVERSE CHARGE (RCM)

Any GST liability arising on BHEL under Reverse Charge (RCM) before actual receipt of goods/services and/or Invoice thereof would be subject to recovery of Interest leviable for the period between the date of such liability and actual date of eligibility of ITC based on receipt of goods, receipt of Invoices and other conditions specified in GST Law as applicable.

4. PAYMENT TO CONTRACT WORKERS AND OTHER COMPLIANCES:

The contractor is expected to ensure the following as per the timeline mentioned for each compliance:

S.NO.	NATURE OF PAYMENT/ COMPLIANCE	DATE/TIMELINE FOR PAYMENT/ COMPLIANCE
1	Payment of Wages to Contract Workers by the Contractor.	By 7 th of the next month. In case, 7 th being a bank holiday, payment to be made on next working day of the bank; delay on this account will not be treated as delay in payment.
2	Compliance of ESI & EPFO, submission of Challan, ECR and Undertaking to BHEL	By 15 th of next month alongwith the monthly bills.
3	Bill Submission along with all supporting documents (as per clause 1 above)	By 15 th of next month alongwith the monthly bills.
4	Payment of labour Welfare Fund to the appropriate government (presently state government) by the contractor.	Details as per clause 11 of other terms and conditions.
5	Issue of uniform	Contractor shall provide uniforms (2 sets) within 90 days from start of the contract. Failing which penalty shall be levied as per Clause 5. (Sky Blue shirt/t-shirt & dark Blue pant; with logo of the company (if any))
6	Issue of identity card	Contractor shall issue a photo identity card to all contract workers deployed in BHEL IVP within first 15 days of start of the contract. Failing which penalty shall be levied as per Clause 5.

7	Issue of Safety Shoe	<p>Contractor shall provide safety shoes to all contract workers within 30 days from start of the contract. Failing which penalty shall be levied as per Clause 5. Schedule for issuing safety shoes is given below:</p> <p>1st pair of safety shoe - issue within 30 days of start of contract period</p> <p>2nd pair of safety shoe - issue before completion of 12 months of contract start date.</p>
8	Issue of wage cards/ salary slip to contract workers	Contractor shall issue a wage card/ salary slip (monthly) to all contract workers deployed in BHEL IVP. Failing which penalty shall be levied as per Clause 5.
9	Labour License	The contractor shall apply for Labour license from the regional Labour Commissioner office (ALC, Kendriya Sadan, Surya Enclave, Jalandhar) immediately after Form III is issued to the contractor by BHEL. The contractor must submit to BHEL the copy of labour licence within one month from the date Form III is issued by BHEL, failing which penalty shall be levied as per clause 5.
10	Deployment of Supervisor by the contractor	To be available in the BHEL IVP Factory premises for at least 8 working days (per month; preferably 2 days in each week) during the Working Hours (General Shift or as per BHEL IVP Requirement).

5. PENALTY CLAUSE

Non-fulfilment of the contract requirements/ conditions will attract penalties as below:

S.No.	Condition	Penalty
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(i)	Non-payment of wages to Contract Workers by 7 th of the succeeding wage period/month	Rs.100.00 per day until all contract workers are paid their wages subject to maximum of 10% of Gross Monthly Bill excluding GST.
(ii)	Non-deposition ESI & EPFO payment (Both Employee and Employer Contribution) by 15 th of the succeeding wage period/month.	Rs. 100.00 per BHEL Working Day for all contract workers subject to a maximum of 10% of that months total billing. The penalty shall be levied separately @Rs. 100/day for EPFO & Rs. 100/day for ESIC non compliance.
(iii)	Non-availability of Contractor's Supervisor in BHEL IVP Goindwal factory premises.	Rs. 200/day for each absence as per requirement subject to a maximum of 10% of that months total billing.
(iv)	Non-issue of uniform	Rs. 100/day until uniform is issued to all the workers subject to a maximum of 10% of that months total billing.
(v)	Non-issue of identity card.	Rs. 100/day until ID card is issued to all contract workers subject to a maximum of 10% of that months total billing.
(vi)	Non-issue of Safety Shoe.	Rs. 100/day until safety shoe is issued to each contract worker subject to a maximum of 10% of that months total billing.
(vii)	Non-return of Biometric attendance cards issued to contract workers.	Rs. 50/ card; which shall be deducted at the end of the contract.
(viii)	Non-issue of wage card/s/salary slip to contract workers	Rs. 50/day until compliance is met for all contract workers subject to a maximum of 10% of that months total billing.

(ix)	Non-deposit of labour welfare fund	Rs. 100.00/ day until compliance is completed for all the contract workers, beyond due date. Period April to September of a FY-Due date 31 st October of that year; Period October to March of the FY- due date is by 30 th April of next Financial Year.
(x)	Labour License	Rs. 100/day after one month from the date when Form III is issued to the contractor by BHEL.
*Gross penalties for all penalty clauses combined up-to maximum 10% of billing amount for that month excluding GST.		

6. ROLES AND RESPONSIBILITIES OF THE CONTRACTOR'S SUPERVISOR

The Contractor's Supervisor shall be a Single Point Agency of the contractor for smooth execution of the contract. The roles and responsibilities of the supervisor deployed by the contractor shall be including, but not limited to the following:

- Ensuring deployment of manpower as per BHEL requirement.
- Maintain all the data w.r.t. the Contract Workers deployed at BHEL IVP Goindwal.
- Issuing Uniforms, Safety Shoes, Identity Cards, Attendance Cards, etc. to all contract workers and maintaining records thereof.
- Issuing Wage Cards to all Contract Workers & their timely updation.
- Medical Examinations of all contract workers at the time of first deployment and at periodic interval as required for ensuring compliance of Factory Act 1948 and Punjab Factory Rules 1952 (and their subsequent amendments, if any).
- Maintaining daily attendance of all contract workers deployed in BHEL IVP and getting it verified from BHEL Officials periodically.
- Issue of Gate Pass to contract workers. All such passes issued to be maintained for records and other purposes.
- Timely submission of bills in original and all other supporting documents.
- Maintaining all applicable Registers/Records/Documents as per The Factory Act 1948 and Punjab Factory Rules 1952 (and their subsequent amendments, if any).
- Record any accidents/ incidents within BHEL Factory premises related to Contract Workers deployed at BHEL IVP Goindwal and timely intimation/reporting to BHEL & Concerned Govt. Agencies.
- Act as a Single Point Agency to address concerns and facilitate all Contract Workers w.r.t. EPF and ESI and other benefits admissible to the Contract Workers.

- l) Produce all such Registers/Records/Documents as and when demanded for inspection, checking, audit or any other purpose by BHEL Officials/Govt. Authorities/Agencies, etc.

7. REGISTERS & RECORDS

The Contractor shall maintain all registers and records in the proper manner and as required by the regulations of the various authorities concerned and indemnify BHEL IVP from the consequences due to any inaccurate or faulty documentation on the part of the Contractor. The following registers shall be compulsorily maintained as per the prescribed formats:

As per Punjab Factory Rules 1952			
S.No.	Register	Form no.	Rule
1	Compensatory Holidays	9	83
2	Overtime Muster Roll Exempted Workers	10	85
3	Register of Adult Workers	12	87
4	Register of Workmen	13	75
5	Register of Leave with Wages	15	94
6	Notice Of Accident Or Dangerous Occurrence Resulting In Death Or Bodily Injury	18	103
7	Attendance Register/ Muster Roll	25	110
8	Register Of Accidents And Dangerous Occurrences	26	111
As per the Contract Labor (Regulation and Abolition) Central Rules, 1971			
9	Employment Card	14	76
10	Service Certificate	15	77
11	Register of wages	16	78
12	Register of Deductions for damage or loss	20	78
13	Register of Fines	21	78
14	Register of Advances	22	78

8. BIOMETRIC ENTRY / EXIT SYSTEM FOR CONTRACT WORKERS

- The Entry/Exit of the Contract workers will be regulated through Biometric/RFID system.
- The RFID based ID Card to all Contract Workers shall be provided by BHEL.
- The Contractor has to indemnify BHEL for all the damages and losses caused to the attendance machines (provided by BHEL) by his / her employee.
- It shall be responsibility of the contractor to return all RFID cards issued by BHEL. In case of non-return of RFID cards, penalty shall be I

evied/ card as given in the penalty clause no. 5 of Other terms and conditions.

9. COVERAGE UNDER THE ESI/EPF AND MISCELLANEOUS PROVISIONS ACT

- a. The Contractor shall ensure that all his personnel are covered under the Employee's State Insurance Act and produce to BHEL such Registration number/ Enrolment Number before executing the Contract work.
- b. The Contractor shall regularly pay the amount by contribution i.e. employer's contribution as well as employee's contribution in pursuance of the above scheme as fixed from time to time.
- c. The Contractor shall ensure that his contract personnel are covered under the EPF & miscellaneous provisions Act 1952 and accordingly produce to the BHEL Management the Registration / Enrollment number before awarding of Contract work.
- d. The Contractor shall within seven days of the close of every month submit to BHEL a statement showing the amount of contribution payable / paid for employees engaged by him or through him and shall also furnish to BHEL such information, as Principal Employer is required to furnish under the provisions of the ESI Act EPF as well as the schemes made there under to the authorities concerned.
- e. Whenever any sum of money is found to be recoverable from or payable by the Contractor, the same shall be deducted from any sum that may be due or which at any time thereafter may become due to the Contractor under this Contract or under any other Contract or from his security deposit. In case the recoveries are not sufficient to satisfy the claims, the Contractor shall pay the balance thereof on demand. In case any recoveries are made under this clause from the security deposit, the contractor shall immediately thereafter pay such further sum as may be required to replenish the shortage caused by such recoveries in the amount of security deposit.
- f. In case of noncompliance of the provisions of the Acts and in case BHEL having complied with the same BHEL will be entitled to recover the same from the Contractor / sub-Contractor.
- g. The Contractor shall abide by all the labor and other laws applicable to Contract labor / worker under this Contract and shall at all-time keep BHEL Indemnified against all losses, claims, prosecutions under any law.
- h. Non-exercise of any of the powers or rights available under any law, shall not in any way operate as waiver thereof.
- i. **If contractor is availing any EPFO, ESIC benefit from any government schemes (State Govt./ Central Govt.); the contractor shall pass the same benefit to BHEL IVP.**

10. PAYMENT OF BONUS: The contractor shall be liable to pay bonus to all the eligible contract workers as per the provisions of Payment of Bonus Act, 1965 and submit proof of the same along with supporting documents to claim payment from BHEL.

11. LABOUR WELFARE FUND: Labour Welfare fund for all Contract Workers has to be deposited to the Appropriate Govt. (presently State Govt.) @ Rs. 25/worker per month (Rs. 5.00-Employee Contribution; Rs. 20.00 employer contribution). The same is deposited twice every year for six-month period. From April to September in October of that year; and from October to March next year in April month of that year. The contractor shall claim this amount from BHEL by raising a bill to this effect along with all the supporting documents of proof that the amount has been deposited by the contractor.

12. LEAVE WITH WAGES: "All contract workers deployed in BHEL IVP Goindwal shall be given a credit of one paid leave for every 20 days of attendance/ work. The leaves shall be accumulated and the balance leaves available in any contract workers quota shall be encashed to the respective worker along with the wages of the last month of the contract period. In case the contract worker do not avail the full quota during the first year; the same shall be carried forward to the 2nd year of the contract. At the end of the contract period the payment of the balance leaves or part thereof, in any contract workers account, shall be reimbursed to the contract worker at the rate of daily wage rates as applicable at that time. The maximum permissible quota for reimbursement for each contract worker at the end of contract period of two years is restricted at 30 days.

The details of leaves with wages shall be maintained in the Leave with Wages Register by the contractor as per clause 7 (Registers & Records)."

13. DURATION OF THE CONTRACT: The duration of the contract will be for a period of 2 years.

14. DISCIPLINE: The contractor shall be responsible for the discipline of his own employees deployed under the contract. In case of any loss to BHEL IVP on account of indiscipline of any contract worker, then such loss shall be assessed and recovered from the running bills of the contractor or from the security deposit.

15. DURATION OF SECURITY DEPOSIT: Security deposit should be deposited for a duration at least 3 months more than the total period of contract, to ensure completion of all statutory and legal compliances by the contractor. The same may be released early in case all compliance have been completed and proof of the same have been submitted to BHEL IVP Goindwal.

16. PAYMENT FOR LABOUR LICENSE CHARGES : Labour Licence charges are not part of service charges quoted by bidders and are statutory in nature, Therefore BHEL shall reimburse the actual cost of obtaining Labour Licence against documentary evidence/ receipt for the number of contract workers deployed at BHEL Goindwal.

17. MINIMUM WORKABLE CONTRACTOR COMMISSION: Minimum Workable Contractor Commission is **3.85% (inclusive of GST)**. Bidders quoting less than this percentage shall be rejected. The responsibility of educating the contractor regarding all the statutory and other legal compliances rests with the contractor itself and the contractor will indemnify BHEL against any claims on account of any non-compliances on the part of the contractor to meet the obligations of this contract. In case of any non-compliance's penalties shall be levied as per the Clause 5 of Other terms and Conditions.

18. Risk Purchase

1. In the event of any successful Tenderer's failure to fulfil any of the tender / Contract obligations including supply of whole or any part of the ordered items as per Contract / Agreement, BHEL has the right to terminate the contract and purchase from elsewhere, at the risk and cost of the defaulted supplier, either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the time stipulated in the contract or if the same were not available, the best and nearest available substitute thereof. The supplier shall be liable for the additional expenditure/difference in Cost, if any, including consequential losses which BHEL may sustain by reason of risk purchase in addition to the applicable LD as per the Purchase order/contract.
2. The decision of BHEL with regard to the additional expenditure / difference in cost and consequential losses incurred by BHEL shall be final and binding on the supplier.
3. The amount recoverable under risk purchase shall be recovered from the defaulted supplier in all or any of the following manners:
 - from dues available in the form of Bills payable to defaulted supplier, SD, BGs against the same contract.
 - from the dues payable to defaulted supplier against other contracts in the same Region/Unit /any other region/unit. In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier.

19. SPECIAL POWER TO TERMINATION:

If at any time after the award of Contract, BHEL shall for any reason whatsoever not require whole or any part of the work to be carried out; BHEL, IVP Goindwal, shall give notice of 2 months in writing of the fact to the Contractor who shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the fore-closing of the work.

4. Forms of EMD and PBG

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

BHARAT HEAVY ELECTRICALS LIMITED
payable at

GOINDWAL SAHIB

.
Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

5. **Forms of EMD and PBG**

Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C (Name of the Buyer). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date/ Bid Opening date

6. **Forms of EMD and PBG**

Bidders can also submit the EMD with Banker's Cheque in favour of

BHARAT HEAVY ELECTRICALS LIMITED
payable at
GOINDWAL SAHIB

.
Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

7. **Forms of EMD and PBG**

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

BHARAT HEAVY ELECTRICALS LIMITED
Account No.
40179740806
IFSC Code
SBIN0010743
Bank Name
STATE BANK OF INDIA
Branch address
GOINDWAL SAHIB

.
Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

8. **Generic**

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

9. **Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

10. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

BHARAT HEAVY ELECTRICALS LIMITED
payable at
GOINDWAL SAHIB

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

11. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

BHARAT HEAVY ELECTRICALS LIMITED

A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

12. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

BHARAT HEAVY ELECTRICALS LIMITED

Account No.

40179740806

IFSC Code

SBIN0010743

Bank Name

STATE BANK OF INDIA

Branch address

GOINDWAL SAHIB

. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

13. Generic

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

14. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.

3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---