

## Bid Document

Bid Details	
<b>Bid End Date/Time</b>	11-10-2021 18:00:00
<b>Bid Opening Date/Time</b>	11-10-2021 18:30:00
<b>Bid Life Cycle (From Publish Date)</b>	90 (Days)
<b>Bid Offer Validity (From End Date)</b>	75 (Days)
<b>Ministry/State Name</b>	Ministry Of Heavy Industries And Public Enterprises
<b>Department Name</b>	Department Of Heavy Industry
<b>Organisation Name</b>	Bharat Heavy Electricals Limited (bhel)
<b>Office Name</b>	10170006-ipv Goindwal
<b>Item Category</b>	Manpower Outsourcing Services - Minimum wage - Unskilled; Others; Mazdoor/Labour
<b>Contract Period</b>	2 Year(s)
<b>Minimum Average Annual Turnover of the Bidder</b>	63 Lakh (s)
<b>Years of Past Experience required</b>	3 Year (s)
<b>Past Experience of Similar Services required</b>	Yes
<b>MSE Exemption for Years of Experience and Turnover</b>	No
<b>Startup Exemption for Years Of Experience and Turnover</b>	Yes
<b>SHG Exemption for Years of Experience and Turnover</b>	No
<b>Document required from seller</b>	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (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
<b>Bid to RA enabled</b>	No
<b>Time allowed for Technical Clarifications during technical evaluation</b>	2 Days
<b>Floor Price</b>	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.
<b>Estimated Bid Value</b>	21012117

<b>Bid Details</b>	
<b>Evaluation Method</b>	Total value wise evaluation

#### **EMD Detail**

Advisory Bank	State Bank of India
EMD Percentage(%)	2.00
EMD Amount	420242

#### **ePBG Detail**

Advisory Bank	State Bank of India
ePBG Percentage(%)	5.00
Duration of ePBG required (Months).	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.

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

#### **Beneficiary:**

SDGM  
433, INDUSTRIAL COMPLEX INDUSTRIAL VALVES PLANT GOINDWAL SAHIB PUNJAB 143422  
(Rakesh Kumar)

#### **Splitting**

Bid splitting not applied.

1. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria". If the bidder is OEM of the offered products, it would also be exempted from the "OEM Average Turnover" criteria. 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. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
3. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid data sheet (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
4. 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.
5. Past Experience of Similar Services: The Bidder must have successfully executed / completed at least one

single order of 80 % of the Estimated Bid Value or 2 orders each of 50 % of the Estimated Bid Value or 3 orders each of 40 % of the Estimated Bid Value for similar service(s) in last three years to any Central / State Govt Organization / PSU / Public Listed Company. Copies of contracts / work orders and documentary evidence of successful execution / completion in support of Past Experience of Similar Services along with names, address and contact details of clients shall be uploaded with the bid for verification by the Buyer.

#### **Additional Qualification/Data Required**

**Scope of work & Job description:**<1632918066.pdf>

#### **Manpower Outsourcing Services - Minimum Wage - Unskilled; Others; Mazdoor/Labour ( 55 )**

#### **Technical Specifications**

Specification	Values
<b>Core</b>	
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
State	NA
Zipcode	NA
District	NA
<b>Addon(s)</b>	
<b>Additional Details</b>	
Title for Optional Allowances 1	BHEL Component

#### **Additional Specification Documents**

#### **Consignees/Reporting Officer and Quantity**

S.No.	Consignee/Reporting Officer	Address	Number of Resources to be hired	Additional Requirement

S.No.	Consignee/Reporting Officer	Address	Number of Resources to be hired	Additional Requirement
1	Vishal Devgon	143422,BHEL, Industrial Valves Plant, Plot No. 433, Industrial Complex Phase-I, Goindwal Sahib	55	<ul style="list-style-type: none"> <li>• Minimum daily wage (INR) exclusive of GST : 337.57</li> <li>• Provident Fund (INR per day) : 40.51</li> <li>• ELDI (INR per day) : 1.69</li> <li>• ESI (INR per day) : 12.35</li> <li>• Bonus (INR per day) : 28.11</li> <li>• EPF Admin Charge (INR per day) : 1.69</li> <li>• Optional Allowances 1 (INR per day) : 42.43</li> <li>• Optional Allowances 2 (INR per day) : 0</li> <li>• Optional Allowances 3 (INR per day) : 0</li> <li>• Number of working days in a month : 26</li> <li>• Tenure/ Duration of Employment (in months) : 24</li> </ul>

## Buyer Added Bid Specific Additional Terms and Conditions

1. Buyer Added text based ATC clauses

### **Pre-Qualification:**

1. **PAN CARD:** The Tenderer has to submit a copy of PAN Card
2. **GST Registration Certificate:** The Tenderer has to submit a copy of the GST Registration Certificate
3. **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.

4. **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.

5. **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 5 of the other terms and conditions.

6. **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:**

### **1. TERMS OF PAYMENT**

- a. BHEL shall make the due payment within 10 working days upon receipt of Bills complete in all respect along with supporting documents.
- b. Supporting documents in 2 sets (Original + Photocopy) to be submitted with the monthly bills BY 15<sup>th</sup> of next month:-
  - i. 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 2021/2022/2023" ).
  - ii. Proof of Compliance w.r.t. EPF, ESIC along with submission of challans and ECR and corresponding declarations in the invoice.
  - iii. Declaration of compliance on Minimum wages as per directives of Govt. of Punjab.
  - iv. Attendance sheet signed & stamped by the Authorised signatory of the Contractor and duly verified by concerned BHEL officials.
  - v. 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.
  - vi. 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 the following:

The reimbursement of GST portion of invoice shall be released only upon: -

    - i. Vendor declaring such invoice in his GSTR-1 and
    - ii. Receipt of GST invoice by BHEL and
    - iii. Confirmation of payment of GST thereon by vendor on GSTN portal.
    - iv. Above is subject to receipt of tax invoice thereof along with vendor declaring invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL.
    - In case GST credit is delayed/denied to BHEL due to non/delayed receipt of 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.
    - 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 alongwith interest levied / leviable on 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 mention for each compliance:

<b>S.NO.</b>	<b>NATURE OF PAYMENT/ COMPLIANCE</b>	<b>DATE/TIMELINE FOR PAYMENT/ COMPLIANCE</b>
1	Payment of Wages to Contract Workers by the Contractor.	By 7 <sup>th</sup> of the next month.  In case, 7 <sup>th</sup> 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 <sup>th</sup> of next month alongwith the monthly bills.
3	Bill Submission along with all supporting documents (as per clause 1 above).	By 15 <sup>th</sup> 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 12 of other terms and conditions.
5	Issue of uniform	Contractor shall provide uniforms (2 sets/ year-one Warm & one-summer uniform) within 30 days from start of the contract. Failing which penalty shall be levied as per Clause 5.
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	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.
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 atleast 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
(i)	Non-payment of wages to Contract Workers by 7 <sup>th</sup> 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 <sup>th</sup> 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 cards/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 <sup>st</sup> October of that year; Period October to March of the FY- due date is by 30 <sup>th</sup> 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:

- a) Ensuring deployment of manpower as per BHEL requirement.
- b) Maintain all the data w.r.t. the Contract Workers deployed at BHEL IVP Goindwal.
- c) Issuing Uniforms, Safety Shoes, Identity Cards, Attendance Cards, etc. to all contract workers and maintaining records thereof.
- d) Issuing Wage Cards to all Contract Workers & their timely updation.
- e) 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).
- f) Maintaining daily attendance of all contract workers deployed in BHEL IVP and getting it verified from BHEL Officials periodically.
- g) Issue of Gate Pass to contract workers. All such passes issued to be maintained for records and other purposes.
- h) Timely submission of bills in original and all other supporting documents.
- i) Maintaining all applicable Registers/Records/Documents as per The Factory Act 1948 and Punjab Factory Rules 1952 (and their subsequent amendments, if any).
- j) 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.
- k) 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:

<b>As per Punjab Factory Rules 1952</b>			
<b>S.No.</b>	<b>Register</b>	<b>Form no.</b>	<b>Rule</b>
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**

- a. The Entry/Exit of the Contract workers will be regulated through Biometric/RFID system.
- b. The RFID based ID Card to all Contract Workers shall be provided by BHEL.
- c. The Contractor has to indemnify BHEL for all the damages and loses caused to the attendance machines (provided by BHEL) by his / her employee.
- d. 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 levied/ 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 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 8 (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 of contractor/or from any amount of contractor available with BHEL IVP or any of its sister units.

**15. DURATION OF SECURITY DEPOSIT:** Security deposit should be deposited for a duration atleast 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. BHEL component in Other Allowance:** At present, the Minimum wages as notified by Govt. of Punjab are Rs. 8776.83/month for unskilled workers. An additional BHEL component is paid of Rs. 1103.17/month to unskilled workers; subject to the upper ceiling of Rs. 9880.00/month. As the Minimum Wages will go up, the BHEL Component shall reduce keeping the upper ceiling @ Rs. 9880.00/month (provided the minimum wage is below Rs. 9880.00/month). In case the minimum wages notified by the Govt. at any point, becomes more than Rs. 9880.00, minimum wage shall be payable as notified by the Govt. of Punjab whereas BHEL Component shall become 0 (Zero). Any change in upper ceiling or BHEL Component in such cases shall be provided by BHEL.

**18. MINIMUM WORKABLE CONTRACTOR COMMISSION:** Minimum Workable Contractor Commission is **3.42% (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.

## **19. INTEGRITY PACT (IP)**

a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

Sl. no.	IEM	Email ID
1	Shri Arun Chandra Verma, IPS (Retd.)	<a href="mailto:acverma1@gmail.com">acverma1@gmail.com</a>
2	Shri Virendra Bahadur Singh, IPS (Retd.)	<a href="mailto:vbsinghips@gmail.com">vbsinghips@gmail.com</a>

b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two / three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.

c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence will be done through email only.

**Note:**

No routine correspondence shall be addressed to the IEM (phone / post / email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification / issues shall be addressed directly to the tender issuing (procurement) department's official whose contact details are provided below:

2. 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 uploaded ATC document [Click here to view the file](#).
4. PAYMENT OF SALARIES AND WAGES: Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.
5. Bidders can also submit the EMD with Account Payee Demand Draft in favour of BHEL 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.
6. Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of BHEL 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 EMD, 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.  
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.
7. Bidders can also submit the EMD with Banker's Cheque in favour of BHEL 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.
8. Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name BHEL Account No. 1932009300002270 IFSC Code PUNB0193200 Bank Name Punjab National Bank 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.
9. 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 BHEL 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.
10. 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 BHEL 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.
11. 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 BHEL Account No. 1932009300002270 IFSC Code PUNB0193200 Bank Name Punjab National Bank 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.
12. Duration of the service contract may be extended up to 6 months beyond the initial contract duration (subject to satisfactory performance and mutual consent).
13. OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.
14. For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:
  - a. Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the

invoices have been executed.

- b. Execution certificate by client with order value.
- c. Any other document in support of order execution like Third Party Inspection release note, etc.

15. 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.

16. **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.

17. Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

18. While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

19. Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

20. Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

21. Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

22. 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.

23. Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

## Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. 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 specification and / or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents / clauses shall also be null and void. 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](#), 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 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.

**---Thank You---**