

**NIT NO:** FF:21:MSX:RV:LS:01:075, Dated:- 08.03.2022

**Name of work:** Supply of RMX (Temporary) Contract Labour on Day to Day Basis for utilization as (Production Helpers / Maintenance Helpers) / (Sanitary workers) / (Office/Computer helpers) / (Drivers) / (Masonry/Carpentry helpers) / (Other Category) etc.



**BHARAT HEAVY ELECTRICALS LIMITED**  
**Central Foundry Forge Plant, HARIDWAR**  
**Phone: 01334-281347, 285469**

**NOTICE INVITING TENDER (NIT)**

**(Open Tender)**

We, Bharat Heavy Electricals Limited, a Govt. of India Undertaking under the administrative control of Ministry of Heavy Industries, invite offer from the contractors through **Open tender** in CFFP, BHEL Haridwar, in **two part** bid in sealed envelope from reputed & experienced bidders for the subject job as per the tender document. Following points relevant to the tender may please be noted and complied with

Name of Work	Supply of RMX (Temporary) Contract Labors on Day to Day Basis for utilization as (Production Helpers / Maintenance Helpers) / (Sanitary workers) / (Office/Computer helpers) / (Drivers) / (Masonry/Carpentry helpers) / (Other Category) etc.
NIT No	FF:21:MSX:RV:LS:01:075
Date of Issue of NIT	08.03.2022
Type of bid	<i>Two Part Bid.</i> (Techno-commercial & Price Bid)
Period of Work	<b>22 Months</b>
NIT Value (Rs.)	<b>929.61 lakh</b>
GST	GST extra as applicable.
Tender Document Cost	<b>NIL</b>
Amount of Earnest Money Required (Rs.)	<b>Rs. 9,70,471.00</b>
Security deposit (SD)	5% of the contract value.
Last date and time of Receipt of Tender	29.03.2022, 01:55 PM
Date & Time for opening of Technical Bid	29.03.2022, 02:00 PM
Splitting of Work	<b>YES (50:30:20)</b>
<b>Reverse Auction (RA)</b>	<b>YES, As per RA guidelines available on <a href="http://www.bhel.com">www.bhel.com</a>.</b>
Place of opening of Tender & Tender Submission Address	Tender Room, Back Side of Main Administrative Building, CFFP, BHEL, Haridwar-249403 (Uttarakhand)
Contact Detail	Shri- NIRAJ KUMAR GAUTAM, Sr. MANAGER-(WCX, WW & PMG)  Contact Address: WCX, PMG OFFICE, CFFP, BHEL Haridwar Email: <a href="mailto:nirajkumar.gautam@bhel.in">nirajkumar.gautam@bhel.in</a> , <a href="mailto:singhr@bhel.in">singhr@bhel.in</a> Phone: 01334-28-1347, 01334-28-5469 Fax: 01334-28-1862

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**Note:**

1. Full set of Tender document may be downloaded from websites (<https://hwr.bhel.com>, <https://www.bhel.com>, & <https://eprocure.gov.in>.)
2. **Tender may be cancelled at any stage without assigning any reason thereto.**
3. For electronic fund transfer to BHEL, Bank account is-

**BHEL CFFP**  
**SBI A/C No.: 10667995469**  
**IFSC Code: SBIN0000586**  
**Sector 5, BHEL Ranipur Haridwar**

4. **Envelope wise details:**
  - i **Envelope -1#** (Technical Bid) shall contain ANNEXURE- I, II, III, IV, V, VI, VII & VIII (duly filled, signed and stamped on each page) along with supporting documents and EMD.
  - ii **Envelope-2** (Price Bid) shall contain duly filled, signed and stamped Price Bid format only (Annexure-IX). The word "**Price Bid**" must be clearly mentioned on the envelope containing price bid.
  - iii **Envelope-3** shall contain Envelope-1 & Envelope-2.

Following shall be subscribed on the Envelopes

- (a) TENDER DOCUMENT NO.: **FF:21:MSX:RV:LS:01:075**, and Tender opening Dated:- **29.03.2022**.
- (b) "NAME OF THE COMPANY WITH FULL ADDRESS"  
CFFP, BHEL will not be responsible and will not accept late tender for any delays on account of postal delays, loss of documents, etc.

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**GENERAL TERMS & CONDITIONS OF CONTRACT**

**01. DEFINITIONS:**

In these general conditions of contract, the following terms shall have the meaning hereby assigned to them except where the context otherwise requires: -

- (a) The "CONTRACT" means the documents forming the tender and acceptance thereof and the formal agreement if any, executed between the Bharat Heavy Electricals Ltd., Central Foundry & Forge Plant, Haridwar and the contractor together with all the documents referred to therein including General and Specific terms & conditions of contract, specifications, designs etc. All the documents as applicable taken together shall be deemed to form one contract and shall be complementary to one another.
- (b) The "TENDER DOCUMENT" means the form of tender as applicable vide and / or General and Specific Conditions of contract, and the specifications and/or drawings as given to contractors for the purpose of preparing their tender including "Notice Inviting Tender".
- (c) The "SITE" or "SHOP" means the land and/ or other place on into or through which the work is to be executed under the contract or any adjacent land, part or structure which may be allotted to or used for the purpose of carrying out the contract.
- (d) The "CONTRACTOR" means the individual firm or company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the person(s) composing the firm or company and the permitted assigns of such individuals or firm or company.
- (e) The "EXECUTIVE IN-CHARGE" means any Executive deputed by BHEL to supervise the execution of work or part thereof.
- (f) The "TIME OF COMPLETION" is the date or dates for completion of the work or any part of the work as set out in or ascertained in accordance with the individual work or the tender documents or any subsequent amendments thereto.
- (g) "PPE's" Personal Protective Equipment - Specialized clothing or equipment worn by workmen for protection against health and safety hazards.

**02. DOCUMENT SUBMISSION: -**

- i) All documents / annexures submitted with the offer shall be properly attached with the respective sections and pages serially numbered e.g. 1/24, 2/24 and so on. BHEL shall not be responsible for any missing documents.
- ii) Offer & documents submitted along with offer shall be signed & stamped in each page by contractor's authorized representative. No overwriting / correction in tender documents by bidders shall be allowed. However, if correction is unavoidable, the same may be signed by authorized signatory.
- iii) The representative of the Bidder may choose to witness the Tender opening and have to produce the Authorization Letter in the tender room, before opening of the Tender. The representatives without Authorization Letter will not be allowed to participate in the Tender opening.

**03. AUTHORIZED SIGNATORY: -**

The selected bidder shall submit at the time of signing the contract, authorization from Proprietor/Competent authority authorizing an official or officials of the company to discuss, sign agreements/ contracts with BHEL.

**04. CHANGE IN CHARACTER OF THE BIDDER: -**

In the event, wherein there is any change in the character of the contractor's firm by means of change in structure or the transfer of ownership of the firm, the firm has to inform BHEL well in advance with proper documents that the new entity shall be contractually accountable to BHEL for the contract signed by the original firm. BHEL decision in this regard shall be final and binding on the contractor.

**05. OWNERSHIP OF MULTIPLE COMPANIES/ FIRMS: -**

To maintain the fairness in bidding, two or more firms with same ownership or agent cannot participate in same tender. In such cases the BHEL has right to cancel/reject the offer/order at any stage.

06. WORKS TO BE CARRIED OUT:

The contractor shall arrange all labour, materials, tools, plant, equipment & transport which may be required for execution of work as specified in tender enquiry, and in the entire execution of work as per BHEL terms and instructions.

07. DEVIATIONS:

Deviation with respect to tender clauses and additional clauses / suggestions / in Techno-commercial bid / Price bid may not be considered by BHEL. Bidders are requested to positively comply with the same.

08. Validity of offer shall be for a minimum period of 90 days from the date of Tender Opening.

09. TAXES, CESS AND OTHER DUTIES:

All charges on account of taxes, cess terminal or GST and/or other duties on materials obtained for the work (excluding materials provided by BHEL) shall be to the contractor's account.

10. LAWS GOVERNING THE CONTRACT: This contract shall be governed by the Indian Laws.

11. COMPLIANCE TO REGULATION AND BYE LAWS:

The contractor shall conform to the provisions of any statute relating to the work, regulations and bye-laws of any local authorities.

12. ADMISSION TO SITE:

The contractor shall not enter on (other than for inspection purpose) or take possession of the site unless permitted to do so by Executive In-charge. The portions of the site to be occupied by the contractor shall be clearly defined and marked on the site plan, and the contractor will not on any account be allowed to extend his operations beyond these areas.

BHEL reserves the right of taking over, at any time any portion of the site which it requires and the contractor shall at his own expense clear such portion within specified time given by Executive in-charge. The photography of the site of work or any part therein, publishing or otherwise circulation will not be allowed without the prior written permission from the Executive in-charge.

13. CONTRACTORS SUPERVISORS:

The contractor shall either himself supervise the execution of the contract or shall appoint competent authorized representative.

14. LABOUR LAWS TO BE COMPLIED WITH BY THE CONTRACTOR:

- The contractor shall employ labour in sufficient number to maintain the required rate of progress and of quality required to ensure workmanship of the degree required as per the specifications.
- Contractor to ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc. Contractor will be responsible for good conduct of their employees. In case of any misconduct / misbehavior by any employee, the contractor will replace such employee(s) immediately.
- BHEL shall have the privities of the contract with the contractor only and will give instructions to the contractor or his authorized representatives. BHEL will have nothing to do or be concerned with the employment of employees working for the contractor. The relationship between BHEL and the contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or an employer employee relationship.
- The contractor shall obtain a valid labour license under the Contract Labour (R&A) Act 1970, and the Contract Labour (Regulation and Abolition) Central Rules 1971, before the commencement of the work, and continue to have a valid license until the completion of work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act 1986. The relevant statutory provisions of the State Government of Uttaranchal shall also be applicable in Toto.

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- The contractor shall observe provisions of the Factories Act 1948 in respect of working hours, holidays, rest intervals, leaves and overtime etc. Also adhere to the provisions of Employee Provident Fund & Miscellaneous Act 1952, Employee State Insurance Act 1948, Minimum Wages Act 1948, Payment of Bonus Act 1965 and provisions of all other such Acts applicable and issued from time to time.
- Any failure to fulfill this requirement shall attract the penal provisions of the Contract arising out of the resultant non-execution of the work.

15. ACCOMMODATION FOR LABOUR:

The contractors shall arrange accommodation for the work people at his own expenses during the progress of the work. BHEL will not provide any accommodation or place for accommodation to the contractor.

16. MEDICAL EXPENSES:

The contractor shall arrange all the medical expenses of its labour through ESI or at his own.

17. MOBILIZATION PERIOD:

The mobilization period shall be from the date of issue of Work Order or as specified by BHEL.

18. TOOLS AND PLANTS(T&P) AT SITE:

The contractor, shall at his own expense, supply all tools plants and equipment (herein after referred to as T & P) required for the execution of the contract other than those listed in Bill of quantity, which subject to their availability may be given by BHEL on hire basis to the contractor or issued free for use in execution of the work, as specified in the tender documents.

19. SAFETY AND SECURITY:

- a. The contractor shall ensure proper safety of all the workmen, materials, plant and belonging to him or to BHEL or to others, working at or near the site. The contractor shall also be responsible for provision of all safety notices and safety equipment required both by the relevant legislation and the Executive in-charge as he may deem necessary for execution of job.
- b. The contractor shall adopt adequate safety measures and use of protective clothing by all the workmen at site whether engaged or not in actual of work or supervision thereof. The contractor shall ensure that the workmen on site, use appropriate PPE's which is necessary for the health & safety of workmen.
- c. The contractor shall be responsible for safety arrangements of all equipment and PPE's to be used in connection with the execution of the work and shall ensure employment of only trained person to operate the equipment. Only tested equipment, tools, wires, ropes etc. shall be used and shall periodically be tested to the satisfaction of the BHEL. All test certificates shall be made available to the BHEL at site as and when required. The PPE's and equipment provided by contractor shall comply with BHEL specifications/standards which may be taken from safety department of BHEL.
- d. The contractor shall ensure provision and maintenance of lights, guards, fencing with gates and watching when and where necessary or required by the BHEL or by any one duly constituted authority for the protection of the work and / or for the safety and convenience of the public or others.
- e. The contractor shall abide by all security regulations at site by the BHEL from time to time. The contractor shall provide identity badges to their personnel and workmen, which must be properly displayed by them at site.
- f. The contractor and his personnel / workmen shall be subject to security check by BHEL's own security personnel or CISF (if engaged by the BHEL) for the overall protection of the project.
- g. In case any accident occurs during the construction/ erection or other associated activities undertaken by the contractor thereby causing any minor or major or fatal injury to his employees due to reason whatsoever, it shall be the responsibility of the contractor to promptly inform the same to BHEL Executive in-charge in prescribed form. The contractor will be responsible for all pecuniary liability if any under such circumstances. Contractor shall take all statutory and regulatory approvals and comply with all formalities before start of work for safety and security.

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- h. Medical examination of contract employees to be carried out by contractors as per statutory rules and regulations.
- i. Work permit system shall be complied for work at height/excavation/ confined space and other work as per BHEL requirement.
- j. Contractor shall abide specific health and safety requirement as per statutory norms.
- k. The contractor shall ensure/review aspects of appropriate activity hazard analysis and establish safe work procedure.

20. CANCELLATION/SHORT CLOSURE OF CONTRACT:

In case of non fulfilment of conditions by contractor or otherwise, BHEL reserves the right to cancel the contract at any stage by giving 30 days' notice.

BHEL also reserves the right to short close the contract at any stage giving 30 days' notice to the contractor without assigning any reasons thereof.

21. SUSPENSION OF BUSINESS DEALINGS WITH CONTRACTORS: -

In order to protect the commercial interests of BHEL, it becomes necessary to take action against suppliers / contractors by way of suspension of business dealings, who either fail to perform or are in default without any reasonable cause, loss of business / money / reputation, indulged in malpractices, cheating, bribery, fraud or any other misconducts or formation of cartel so as to influence the bidding process or influence the price etc. Guide- lines for Suspension of Business Dealings with Suppliers / Contractors shall prevail over which is available at BHEL website <http://www.bhel.com>

The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site [www.bhel.com](http://www.bhel.com).

22. INSPECTION AND RECORDS:

The contractor shall supervise the work quality through qualified deployed manpower so as to ensure that the Works under this contract are carried out entirely to the quality standards of BHEL.

23. VARIATION OF PRICE: No escalation in cost/price variation will be permitted during the contract period unless the same is specified in the tender.

24. OBLIGATION: -

(A) OBLIGATION OF THE CONTRACTOR

**I. CONTRACTUAL**

- i.** The Contractor shall ensure that adequate no. of workmen is deployed for execution of the work awarded to him for ensuring uninterrupted working.
- ii.** The authorized representative of The Contractor shall be available at all time to supervise the work allotted to him.
- iii.** The Contractor to ensure that the workmen deployed in the premises of BHEL are physically and mentally fit and The Contractor should ensure that all the workmen who are not regular employee of The Contractor are having Police Verification. Such workmen should possess requisite skill & experience.
- iv.** In case of any misconduct/misbehavior by any workman, The Contractor will replace such workmen immediately.
- v.** It will be responsibility of The Contractor to provide all necessary resources (man and machineries) as may be required, to perform the scope of work. BHEL shall issue necessary plant passes to The Contractor employees and its Contractor's workmen deployed for carrying out the job.
- vi.** The Contractor will be liable for any pilferage/loss to BHEL due to acts of omission and commission by their workmen, if the reasons for such act is attributed to the Contractor
- vii.** The Contractor should ensure proper maintenance and safety of all their equipment along with spares and consumables, material and plants belonging to him or to BHEL. The Contractor shall be responsible for enforcing all safety rules and regulations as per applicable statutory requirements at the work place and as notified from time to time.

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- viii.** The Contractor shall ensure that all their workmen wear the required PPE (personnel protective equipment) while working on the jobs. The Contractor shall ensure all safety precautions for prevention of accidents of their workmen.
- ix.** The contractor shall ensure payment of minimum wages (as notified) to the contract labour deployed by him.
- x.** The contractor shall ensure payment of wages to their labours latest by 7<sup>th</sup> date of the following month.
- xi.** In case of any accident, it will be the sole responsibility of The Contractor to provide necessary medical aid to their injured workman and liaison with the concerned authorities i.e. ESI etc.
- xii.** The Contractor will be responsible for up keeping and maintenance of all tools & tackles issued to them. Any loss or damage of the same will be recovered from The Contractor.
- xiii.** In the event of termination of contract for any reason whatsoever The Contractor shall withdraw all their workmen from the premise of BHEL within the specified period. In case The Contractor decides to terminate services of their workmen, The Contractor should settle all terminal dues and shall indemnify BHEL against all such claims.

## **II. TOWARDS STATUTORY LIABILITY**

- i.** The Contractor shall comply with all statutory requirements, rules regulations, and notifications in relation to employment of their workmen issued from time to time by the concerned authorities.
- ii.** The Contractor shall keep BHEL indemnified against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with workmen deployed by him.
- iii.** The liability for any compensation on account of injury sustained by any workman of The Contractor will be exclusively that of The Contractor.

### **(B) OBLIGATION OF M/s BHEL**

I. FACILITIES TO BE PROVIDED BY CFFP, BHEL, (free of cost unless otherwise specified):

- i.** Space inside CFFP's premises for execution of work.
- ii.** Power supply for execution of work as per work requirement.
- iii.** In case any facility used by contractor, the same will be charged in running bills.

25. SPLITTING THE WORK: -

Splitting of work shall be done as mentioned in the tender enquiry (NIT). Splitting shall be done only if there are three or more qualified bidders (N), the distribution shall be limited to (N-1) qualified responses. Rates of L-1 bidder, as finalized, shall be counter offered to the other bidders in case of splitting of order. In case any bidder(s) do not accept the L-1 rates, the counter-offer may be extended to other bidders.

26. EARNEST MONEY DEPOSIT

(a) Vendor is required to deposit the EMD as specified in NIT.

(b) EMD shall not carry any interest.

(c) Modes of deposit:

The EMD may be accepted only in the following forms:

- (i) Cash deposit as permissible under the extant Income Tax Act (before tender opening) or any other Act/ Regulation.
- (ii) Electronic Fund Transfer credited in BHEL account (before tender opening)
- (iii) Banker's cheque/ Pay order/ Demand draft, in favor of BHEL (along with offer).

In addition to above, the EMD amount in excess of Rs. Two Lakh may also be accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for at least six months.

(d) Forfeiture of EMD

EMD by the Tenderer will be forfeited as per NIT conditions, if:

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- i) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
- ii) The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.
- (e) EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.
- (f) EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of award of work.
- (g) EMD of successful tenderer will be retained as part of Security Deposit.
- (h) EMD deposited in any modes other than specified at (c) above shall lead to cancellation of the offer.

**27. SECURITY DEPOSIT(SD):**

The contractor shall furnish the security deposit immediately on issue of the Letter of intent/ work order and before the commencement of work.

The total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.

Security deposit may be furnished in any one of the following forms:

- i. Cash (as permissible under Income Tax Act) or any other Act/ Regulation.
- ii. Pay order, Demand Draft in favor of BHEL.
- iii. Local cheques of scheduled banks, subject to realization
- iv. Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
- v. Securities available from Post Offices such as National Saving Certificates, Kisan Vikas Patras, etc. (certificates should be held in the name of Contractor furnishing the security and duly pledged in favor of BHEL and discharged on the bank).
- vi. Fixed Deposit Receipts issued by scheduled Banks/ Public Financial Institution as defined in the Companies Act. The FDR should be in the name of contractor, A/c BHEL, duly discharged on the back.
- vii. Security deposit can also be recovered at the rate of 10% of Security amount from the running bills. However, in such cases at least 50% of the security deposit must be deposited before start of work and balance 50% may be recovered from the running bills.
- viii. EMD of the successful Tenderer shall be converted and adjusted against security deposit.
- ix. The security deposit shall not carry any interest.

**28. BANK GUARANTEE:**

In case the bank guarantees are required to be deposited towards security deposit/performance guarantee or for any other purpose as per the terms of the tender enquiry, such bank guarantees of the requisite value in the denominated currency of the purchase order should be from one of the Indian branch of BHEL consortium banks and the bank guarantee should be in the ` as prescribed by BHEL. The proforma of bank guarantee and the list of consortium banks are displayed at BHEL website [www.bhelhwr.co.in](http://www.bhelhwr.co.in). However, in case the bank guarantee is not from BHEL consortium banks, then the bidder has to get the bank guarantee confirmed from one of the Indian branch of BHEL consortium banks and the bank charges for such confirmation will be borne by the bidder.

**29. REFUND OF SECURITY DEPOSIT:**

Security Deposit shall be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract.

**30. GOODS & SERVICE TAX:** -Bidder has to specify the following in their techno-commercial bid (part I bid in case of two part bid):

- I.** a) Legal Name of the bidder as in GST registration, GST registration No., State, Place of business, category of registration under GST i.e. Registered dealer / Unregistered dealer/ dealer opted for Composition Scheme,

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- b) HSN (Harmonized System Nomenclature)/ SAC (Service Accounting Code), description of Goods/Services and applicable IGST/ CGST/ SGST rate and any other statutory levy, if any, for each item of Goods or Services.
- II.** a) *Unregistered Dealer* - In case of unregistered dealer, if GST will have to be paid by BHEL under reverse charge mechanism, the same shall be added to the quoted price for evaluation bid.
- b) *Dealer opting for Composition Scheme* - In case of registered dealer, who opt for composition scheme at the time of submission of bid, no GST will be payable to the bidder and also same will not be considered for evaluation of bid. Dealer has to declare in technical bid that no GST is shown separately in price bid. However, in case at the time of actual supply, the bidder charges GST at normal rate, the same shall be reimbursed subject to the availability of GST credit to BHEL. In case GST credit is not available to BHEL, no GST will be payable to the bidder.
- III.** Reimbursement of GST shall be made by BHEL-Haridwar on matching of Contractor inputs as mentioned below at GST portal and after ensuring of availability of input credit to BHEL, Haridwar. Hence, Contractor has to ensure compliance as follows: -
- a) Timely raising & submission of GST compliant Invoices
- b) Timely receipt of GST
- c) Timely and correct payment of applicable GST by supplier/contractor
- d) Timely filing of return
- e) Compliance of other applicable provisions on supplier/contractor has to also give consent to accept payment of tax after such matching in all cases where bills are submitted directly to BHEL.
- IV.** In the event of any disallowance of input credit (including reversal of credit) or applicability of interest or arising of any other financial liability on BHEL-Haridwar due to any default of supplier/contractor under GST such as non/delayed receipt of Good/Services, delayed raising & submission of invoices, delayed payment of tax, non/wrong declaration of sale by Contractor in return etc. or any other reason not attributable to BHEL, such implication shall be to supplier's/contractor's account and will be deducted from bills.
- V.** In case of Liquidated damage (LD) recovery, the applicable GST shall also be recoverable from the suppliers. TDS or any other tax on GST shall also be deductible as per prevailing Acts/regulations.

**31. PAYMENT TERMS AND PAYMENT PROCEDURE:**

Payments will be made to the contractor on successful completion of work on production of bills/ Invoice. The contractor has to submit Monthly Bill, Measurement Book with all necessary documents duly signed by the authorized persons to the concerned department.

Payment shall normally be released every month within 15 days from the date of submission of clear bills along with all supporting documents.

Payments will be made through e-payment system after deduction of Income tax at source as per Income Tax Act. Irrespective of the running payments made by BHEL at different stages, the Contractor shall be entitled to the payment upon successful completion of the works as per the contract only.

BHEL shall have no payment obligation for the period of Force Majeure/ Reasons beyond the control of any party.

**32. PENALTY CLAUSE**

Because of delay attributed to contractor, the contractor fails to complete work on or before the scheduled date of completion, a penalty amount equal to 0.50 percentage of the contract value/ unexecuted portion (as applicable) for every week of extension sought beyond the scheduled date of completion up to max. 10 % of the contract value shall be imposed on contractor. Such amount may be adjusted or setoff against any sum payable to the contractor under this or any other contract.

No penalty shall be imposed on contractor for the period of Force Majeure/ Reasons beyond the control of any party.

**33. RECOVERY FROM THE CONTRACTOR:**

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Whenever under the contract any amount becomes recoverable from the contractor, the same may be deducted from any sum then due or which at any time thereafter may become due to the contractor under the contract or under any other contract with BHEL or from his security deposit, or he shall pay the claim on demand.

**34. RISK PURCHASE CLAUSE: -**

In case of delays in supplies / defective supplies/ incomplete work or non-fulfilment of any other terms and conditions given in Work Order, BHEL may cancel the work Order in full or part thereof and may also make the procurement of such material/service from elsewhere / alternative source at the risk and cost of the supplier/contractor. BHEL will take all reasonable steps to get the material/service from alternate source at optimum cost. If bidder does not agree to the above Risk Purchase Clause, BHEL reserves the right to reject the offer. In the eventuality of Risk Purchase, appropriate action will be taken as per BHEL extant rules. This will be without prejudice to any other right of BHEL under the contract.

**35. BENEFITS TO MSE BIDDERS: -**

MSEs shall be exempted from payment of Earnest money & tender cost at the time of tender deposit. However, there is no exemption of security deposit submission.

Benefits to MSE bidders as applicable shall be given as per rule upon submission of Udyam Certificate along with certificate from Chartered Accountant or any other applicable document.

No benefits shall be applicable for that particular enquiry if the required documents are not submitted before price bid opening.

**36. BENEFITS UNDER MAKE IN INDIA: -**

Benefits under make in India order 2017 and subsequent shall be extended as per rules if applicable.

**37. SETTLEMENT OF DISPUTES/ ARBITRATION**

In all cases of dispute, the matter shall be referred for ARBITRATION by sole arbitrator to be appointed with mutual consent of the parties. BHEL shall suggest 3 names out of which the contractor will have to select the arbitrator. The award of the Arbitrator shall be final and binding on both the parties. The place of Arbitration shall be Haridwar.

JURISDICTION: The courts of Haridwar, India, shall have exclusive jurisdiction

**38. FORCE MAJEURE CLAUSE**

Notwithstanding any other thing contained anywhere else in the contract in case the discharge of obligation under the contract by either party is impeded, neither party shall be considered in breach of the contract to the extent that performance of their respective obligation is prevented by an event of Force Majeure that arises after the effective contract date.

In the above clause, Force Majeure means an event beyond the control of the parties to the contract which prevents a party from complying with any obligation of the contract including but not limited to:

- a) Act of God (Such as but not limited to earthquake, drought, tidal waves, floods etc.).
  - b) War (whether war be declared or not), Hostilities Invasion, Act of foreign enemy etc.
  - c) Rebellion, revolution, insurrection, civil war etc.
  - d) Contamination of Radio Activity from any nuclear fuel or from any other nuclear waste or any other hazardous materials.
  - e) Riots, commotions, strike unless restricted to the employees of supplier.
  - f) Acts of terrorism.
  - g) Change in law/ Regulation making the performance impossible.
- The party claiming to be affected by force majeure shall notify the other party in writing immediately without delay on the intervention and on the cessation of such circumstances.

**39. FRAUD PREVENTION POLICY: -**

The Bidder along with its associate / collaborators / sub – vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about fraud or

Name of work: Supply of RMX (Temporary) Contract Labour on Day to Day Basis for utilization as (Production Helpers / Maintenance Helpers) / (Sanitary workers) / (Office/Computer helpers) / (Drivers) / (Masonry/Carpentry helpers) / (Other Category) etc.

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suspected fraud as soon as it comes to their notice". Fraud Prevention policy and List of Nodal Officers shall be hosted on BHEL website, vendor portals of Units / Regions intranet

40. EVALUATION IN CASE OF MORE THAN ONE L-1 BIDDER: -

In the course of tender evaluation, If more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders. In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/ draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s). Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding to the bidders.

41. QUOTED RATES: -

Rates should be quoted as per the Price Bid. Rates quoted in any other form will not be accepted and is liable to be rejected.

- a) If, in the price structure quoted for the required goods / services / works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail as above.

42. **REVERSE AUCTION: As mentioned in NIT. "BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on [www.bhel.com](http://www.bhel.com)) for this tender. RA shall be conducted among all the techno-commercially qualified bidders.**

**Price bid of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders on RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking."**

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## INTEGRITY PACT

### Between

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Siri Fort, New Delhi - 110049 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

### And

\_\_\_\_\_, (description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

### Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for \_\_\_\_\_ (hereinafter referred to as "Contract"). The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint panel of Independent External Monitor(s) (IEMs), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

### Section 1- Commitments of the Principal

- 1.1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
  - 1.1.1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - 1.1.2. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - 1.1.3. The Principal will exclude from the process all known prejudiced persons.
- 1.2. If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

### Section 2 - Commitments of the Bidder(s)/ Contractor(s)

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commits himself to observe the following principles during participation in the tender process and during the contract execution.

- 2.1.1. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- 2.1.2. The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and shall await their decision in the matter.

### **Section 3 - Disqualification from tender process and exclusion from future contracts**

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process , terminate the contract, if already awarded, exclude from future business dealings and/ or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors" , framed by the Principal.

### **Section 4 - Compensation for Damages**

- 4.1. If the Principal has disqualified the Bidder (s) from the tender process before award / order acceptance according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 4.2 If the Principal is entitled to terminate the Contract according to Section 3, or terminates the Contract in application of Section 3 above , the Bidder(s)/ Contractor (s) transgression through a violation of Section 2 above shall be construed breach of contract and the Principal shall be entitled to demand and recover from the Contractor an amount equal to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee , whichever is higher, as damages, in addition to and without prejudice to its right to demand and recover compensation for any other loss or damages specified elsewhere in the contract.

### **Section 5 - Previous Transgression**

- 5.1. The Bidder declares that no previous transgressions occurred in the last 3 (three) years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason or action can be taken as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

### **Section 6 - Equal treatment of all Bidder (s)/ Contractor (s) / Sub-contractor (s)**

- 6.1. The Principal will enter into Integrity Pacts with identical conditions as this Integrity Pact with all Bidders and Contractors.
- 6.2. In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor(s) and ensure that all Sub-contractors also sign the Integrity Pact.
- 6.3. The Principal will disqualify from the tender process all Bidders who do not sign this Integrity Pact or violate its provisions.

### **Section 7 - Criminal Charges against violating Bidders/ Contractors /Subcontractors**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

### **Section 8 -Independent External Monitor(s)**

- 8.1. The Principal appoints competent and credible panel of Independent External Monitor (s) (IEMs) for this Integrity Pact. The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact.
- 8.2. The IEMs are not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3. The IEMs shall be provided access to all documents/ records pertaining to the Contract, for which a complaint or issue is raised before them as and when warranted. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.
- 8.4. The Principal will provide to the IEMs sufficient information about all meetings among the parties related to the Contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the IEMs the option to participate in such meetings.

- 8.5 The advisory role of IEMs is envisaged as that of a friend, philosopher and guide. The advice of IEMs would not be legally binding and it is restricted to resolving issues raised by a Bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some Bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process or during execution of Contract, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to the CMD, BHEL at the earliest. They may also send their report directly to the CVO, in case of suspicion of serious irregularities requiring legal/ administrative action. Only in case of very serious issue having a specific, verifiable Vigilance angle, the matter should be reported directly to the Commission. IEMs will tender their advice on the complaints within 30 days.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the IEMs and its terms and conditions.
- 8.9 IEMs should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the Principal should be looked into by the CVO of the Principal.
- 8.10 If the IEMs have reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code / Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the IEMs may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 After award of work, the IEMs shall look into any issue relating to execution of Contract, if specifically raised before them. As an illustrative example, if a Contractor who has been awarded the Contract, during the execution of Contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs. Issues like warranty/ guarantee etc. shall be outside the purview of IEMs.
- 8.12 However, the IEMs may suggest systemic improvements to the management of the Principal, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.
- 8.13 The word `Monitor' would include both singular and plural.

## **Section 9 - Pact Duration**

- 9.1 This Integrity Pact shall be operative from the date this Integrity Pact is signed by both the parties till the final completion of contract for successful Bidder, and for all other Bidders 6 months after the Contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- 9.2 If any claim is made/ lodged during currency of this Integrity Pact, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

Name of work: Supply of RMX (Temporary) Contract Labour on Day to Day Basis for utilization as (Production Helpers / Maintenance Helpers) / (Sanitary workers) / (Office/Computer helpers) / (Drivers) / (Masonry/Carpentry helpers) / (Other Category) etc.

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**Section 10 - Other Provisions**

- 10.1 This Integrity Pact is subject to Indian Laws and exclusive jurisdiction shall be of the competent Courts as indicated in the Tender or Contract, as the case may be.
- 10.2 Changes and supplements as well as termination notices need to be made in writing.
- 10.3 If the Bidder(s)/ Contractor(s ) is a partnership or a consortium or a joint venture, this Integrity Pact shall be signed by all partners of the partnership or joint venture or all consortium members.
- 10.4 Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders / contractors who have entered into this Integrity Pact with the Principal would be competent to participate in the bidding. In other words, entering into this Integrity Pact would be a preliminary qualification.
- 10.6 In the event of any dispute between the Principal and Bidder(s)/ Contractor(s) relating to the Contract, in case, both the parties are agreeable, they may try to settle dispute through Mediation before the panel of IEMs in a time bound manner. In case, the dispute remains unresolved even after mediation by the panel of IEMs, either party may take further action as the terms & conditions of the Contract. The fees/expenses on dispute resolution through mediation shall be shared by both the parties. Further, the mediation proceedings shall be confidential in nature and the parties shall keep confidential all matters relating to the mediation proceedings including any settlement agreement arrived at between the parties as outcome of mediation. Any views expressed, suggestions, admissions or proposals etc. made by either party in the course of mediation shall not be relied upon or introduced as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of mediation proceedings. Neither of the parties shall present IEMs as witness in any Alternative Dispute Resolution or judicial proceedings in respect of the dispute that was subject of mediation.

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For & On behalf of the Principal  
(Office Seal)

Place \_\_\_\_\_  
Date \_\_\_\_\_

Witness: \_\_\_\_\_  
(Name & Address) \_\_\_\_\_  
\_\_\_\_\_

-----  
For & On behalf of the Bidder/ Contractor  
(Office Seal)

Witness: \_\_\_\_\_  
(Name & Address) \_\_\_\_\_  
\_\_\_\_\_

### Clause on IP in the tender

#### “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.

SI	IEM	Email
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 with the IEMs shall 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 officials whose contact details are provided below:*

Details of contact person(s):

(1)

Name: \_\_\_\_\_

Deptt: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: (Landline/ Mobile)

\_\_\_\_\_

Email: \_\_\_\_\_

Fax: \_\_\_\_\_

(2)

Name: \_\_\_\_\_

Deptt: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: (Landline/ Mobile)

\_\_\_\_\_

Email: \_\_\_\_\_

Fax: \_\_\_\_\_

**SPECIFIC TERMS & CONDITIONS**

1. The Work will be awarded to three Contractors in the ratio of 50:30:20 where the share of the L-1 contractor is 50%. Balance work will be awarded to two other contractors in the order of L-2 and L-3 at L-1 rate subject to their acceptance of L-1 rate. Although every effort will be made to maintain the ratio of 50:30:20 between the contractors however, due to variation in the minimum labour rates declared by Govt. & BHEL Management from time to time the percentage allocation may vary  $\pm 3\%$ .
  - In case L-2 and / or L-3 do not accept the counter offered L-1 rate, the counter offer shall further be given to L-4, L-5, L-6 and so on. The balance 30% & 20% work shall be distributed to the accepting bidders in same sequence accordingly.
  - If only one bidder (other than the L-1 bidder) accept the counter offered L-1 rate, then the work will be distributed in a ratio of 60:40, where the share of the L-1 contractor will be 60%.
  - If no bidder (other than the L-1 bidder) accept the L-1 rate, then the total quantity of work i.e. 100% work will be awarded to the L-1 bidder.
  - Conditional rate of premium / quantity linked premium will not be acceptable to BHEL. Conditional rate of premium quoted by any bidder is liable to be rejected.
  - Successful bidders, on award of work order, will have to enter into an agreement with BHEL as per standard practice. Conditional acceptance of counter offer by bidder(s) will be rejected.
2. Contract will be awarded on the basis of lowest rate of commission (L-1) quoted.
3. In the course of tender evaluation, If more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders. In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/ draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s). Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding to the bidders.
4. In case, any two or more contractors other than L-1 bidder quote the same rate then lottery will be drawn to select contractor (s) for distribution of balance work (refer clause 1 as above of Specific Terms & Conditions).
5. Quoted Rate of premium should not be zero or less than zero. The offers will be summarily rejected in case it is found that the rate quoted is zero or less than zero. Premium quoted beyond two decimals will be ignored. Quoted premium rates shall remain fixed throughout the contract period, no PVC shall be applicable.
6. Successful Contractor will pay the following as per rates\* conveyed by S&OM department to the labour engaged by them:
  - a) Wages
  - b) Bonus
  - c) Leave Encashment
  - d) Plant Performance Payment
  - e) Extra man-days / Over Time
  - f) Any other payment like stitching charges, wages for paid holidays etc.)(\* Rates are based on minimum wages declared by Government from time to time and circulated by HR –CFFP)
7. The contractor will have to pay to the labour, any amount over and above the statutory limit if decided and informed by BHEL. Contractor will be eligible for the premium on such additional payment.
8. Contribution of PF & ESI shall be made as per the existing company's policy for which no premium shall be paid to the contractor.

9. Contractor shall make payment to labour engaged by him by 7<sup>th</sup> day of the following calendar month through on-line mode and verified by a representative from the area where the labour is deployed.
10. Contractor has to submit a certificate by 10<sup>th</sup> of every month to the effect that minimum wages have been paid.
11. Expenditure incurred by the contractor on account of clause 6 & 7 along with a premium at quoted L-1 rates shall be paid to the contractor by CFFP on submission of Wage bill, and other required documents of HR & Finance. (Refer format for price bid, where contractor to quote the premium).
12. Bonus shall be payable by the contractor based on the advice of BHEL which will not be lower than the minimum statutory limit prescribed in the Payment of Bonus Act. Date of payment of Bonus shall be as per the advice of BHEL.
13. Leave Salary will be payable @ 1 day for every 20 days worked and will be payable after the completion of each year of the contract or as directed by BHEL.
14. The contractor will give seven paid festival holidays plus three national holidays to his Contract Labour in a year. However, the labour can avail this benefit only when they are present for duty on preceding or succeeding working day from the day of holiday. List of the Holidays for this shall be applicable as per HR Circular issued from time to time.
15. Contractor shall submit the bill in prescribed format to BHEL along with daily attendance sheet, wage sheet, proof of deposit of PF, ESI etc. on monthly basis. Payment shall be made to the contractor within 15 days after submission of complete / clear bill.
16. Security deposit shall be released to the Contractor after satisfactory completion of the contract. Where the contract period ends before the declaration of bonus, security deposit can be released subject to fulfilment of all other contract obligations and retention of fresh security deposit equivalent to 5% of the bonus amount (8.33% of the wages paid) due under the contract.
17. The contractor will maintain all the Forms/Documents/Registers required for the compliance of various Acts and documents required by BHEL Management, including following registers which are to be maintained as per Contract Labour (R&A) Rules 1971
  - (i) Register of Workmen Employed by Contractor: Form No. XIII (Rule 75)
  - (ii) Employment Card Form No. XIV (Rule 76)
  - (iii) Service Certificate Form No. XV (Rule 77)
  - (iv) Wage Slip Form No. XIX (Rule 78) (1) (b)
  - (v) Muster Roll Form No. XVI (Rule 78) (1) (a) (i)
  - (vi) Register of Wage Form No. XVII (Rule 78) (1) (a) (i)
  - (vii) Register of Advance Form No. XXII (Rule 78) (1) (a) (ii)
  - (viii) Register of fine Form No. XXI (Rule 78) (1) (a) (ii)
  - (ix) Register of Overtime Form No. XXIII (Rule 78) (1) (a) (iii)
  - (x) Register for damages & loss Form No. XX (Rule 78) (1) (a) (ii)
  - (xi) Return to be sent by contractor to Licensing Officer Form No. XXIV (Rule 82) (1)(Formats of the above registers as given in Contract Labour (R&A) Central Rules, 1971)

All the registers and records shall be preserved by the contractor in original for a period of three years from the date of last entry.

The contractor shall produce all such documents/forms/registers, for verification, as and when required by the management/ government authorities.

As per Contract Labour (Regulation and Abolition) Act, 1970 and Central Rules, each contractor shall display a notice showing the wage period and the place and time of disbursement of wages of his workers, at the place of work (Rule 71). The contractor will send a copy of notice of commencement and completion of contract within 7 days to the contracting department under acknowledgement.

18. Contractor will keep the following records in prescribed formats/ registers for the labour engaged by him:
  - a) attendance,
  - b) payments,
  - c) leave- account,
  - d) Bonus etcContractor must produce the above records for inspection / checking as and when called by BHEL / statutory authorities.
19. The contractor shall not sublet or transfer the contract or any part thereof to any other individual firm or company
20. Penalty Clause: As per Clause 32 of General Terms & Conditions.
21. Risk Purchase Clause: As per Clause 34 of General Terms & Conditions.
22. All other Terms & Conditions of this Contract will be as per General Terms & Conditions of this tender and as per BHEL Works Policy.

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**SCOPE OF WORK**

1. The work comprises supply of RMX (Temporary) contract labour as per requirement given by Strategic & Operations Management (S&OM), CFFP from time to time.
2. The duration of the Contract will be **26.05.2022 to 31.03.2024**.
3. The total man-days during the period will be approx. **1,18,800** for RMX (Temporary) contract labour.

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**PRE-QUALIFICATION CRITERIA (PQC)**

S.No.	Details of Criteria	Supporting Document Attached
1.	Average financial turnover during last 3 years ending 31 <sup>st</sup> March of 2021 should be at least <b>Rs.79.41 Lacs</b> .	
2.	<p style="text-align: center;"><b>AND</b></p> <p>Experience of having successfully completed <b>similar works*</b> during last 7 years ending last day of month previous to the one in which applications are invited (date of tender opening) should be either of the following:</p> <p>Three similar completed works costing not less than the amount equal to <b>Rs.105.87 Lac</b> each excluding taxes and duties.</p> <p style="text-align: center;"><b>OR</b></p> <p>Two similar completed works costing not less than the amount equal to <b>Rs.132.34 Lac</b> each excluding taxes and duties.</p> <p style="text-align: center;"><b>OR</b></p> <p>One similar completed works costing not less than the amount equal to <b>Rs.211.74 Lac</b> excluding taxes and duties.</p> <p><b>* Similar works means Work of supply of Labour only. Work of labour supply along with materials, tools, tackles etc. will not be considered.</b></p>	
	<p>Proofs in support of above point no. 1 &amp; 2 should be submitted with the tender in the PQR &amp; Techno-commercial bid envelope (i.e. Envelope-1) otherwise offer is liable to be rejected.</p> <p>In support of Point no. 1 above, the tenderer is required to submit the audited balance sheet and profit &amp; loss account statement for the last three years i.e. 2020-21 &amp; 2019-20, 2018-19. Copy of Income tax returns for the said period are also to be submitted along with.</p> <p>In support of point no. 2 above, the tenderer needs to submit the copy of work contract order along with performance certificate issued by the customer on their letter head clearly specifying the address and contact details of customer for verification purpose.</p> <p>BHEL reserves the right to verify the information provided.</p> <p><b>All the documents submitted shall be self-attested and stamped by the party.</b></p> <p><i>*MSE's (Micro &amp; Small Enterprise) &amp; Start-ups as defined in MSME Act and/or Govt. Policy are exempted from clause 1 &amp; 2 of above mentioned qualification criteria as per clause no 3 and 4 of Circular No. 1(2)(1)/2016-MA dated 10<sup>th</sup> March, 2016 of Ministry of MSME, GOI.</i></p>	
3.	Bidder must submit proofs of following otherwise offer is liable to be rejected:	
3.1	PF Code No.	
3.2	ESI Code No	
3.3	GST registration	
3.4	Income Tax PAN No.	
3.5	Labor License (undertaking to submit the same within 30 days of receipt of	

**NIT NO:** FF:21:MSX:RV:LS:01:075, Dated:- 08.03.2022

**Name of work:** Supply of RMX (Temporary) Contract Labour on Day to Day Basis for utilization as (Production Helpers / Maintenance Helpers) / (Sanitary workers) / (Office/Computer helpers) / (Drivers) / (Masonry/Carpentry helpers) / (Other Category) etc.

	letter of intent).	
<b>3.6</b>	Tender Fees	
<b>3.7</b>	EMD	

**Note:**

1. Self-attested and stamped copy of the supporting documents in support of point no. 1, 2 & 3 above shall necessarily be submitted along with Techno-commercial bid envelope (i.e. Envelope-1) only.
2. Part-II (i.e. Price Bid) shall only be opened for the bidders who qualify in the PQR & Technical evaluation.
3. Bidders without a valid PF, ESI, GST number on the date of opening of the Technical bid are liable to be rejected.

\*\*\*\*\*

**Subject:** Submission of Latest Detail by bidder.

**Sir,**

Our Latest detail may please be updated in your records; details are as below-

Parameter	Yes/No/NA	Detail
Name of Company/ Business Firm		
Type of Company/ Business Firm (Pvt. Ltd/ Ltd/ Partnership/ proprietorship)		
Company/ Business Firm Email ID		
Company/ Business Firm Postal Address		
Name of Owner		
Owner Mobile No.		
Owner Landline No.		
Contact Person		
Mobile No.		
Contact Person Email ID		
GST No. (Copy Attach)		
PAN No. (Copy Attach)		
PF No. (Copy Attach)		
ESI No. (Copy Attach)		
MSME Status (Yes/No)		
Udyam Certificate for MSME to be submitted (in case of exemption of EMD)		
Registered under category ( <b>Micro / Small / Medium</b> )		
CA certificate for MSME in support of Udyam Certificate to be submitted (in case of exemption of EMD)		
Acceptance of Reverse Auction (RA) as per requirement of NIT (Yes/No)		
PQC/ General and Special Terms & Conditions		
Completion certificate (Copy Attach)		
Remarks, if any		
Contractor's Sign & Stamp on each submitted page		

Supporting documents, if any, to be submitted with tender.

**Sign & seal of Contractor**

**Certificate by Chartered Accountant on letter head  
(only for those who are submitting EM-II Certificate)**

This is to certify that  
M/s.....,  
(hereinafter referred to as 'company') having its registered office at..... is  
registered under MSMED Act 2006, (Entrepreneur Memorandum No (Part-II)  
..... dtd:....., Category:.....  
(Micro/Small). (Copy enclosed).

Further verified from the Books of Accounts that the investment & Turnover of the company as per the latest audited financial year ..... as per MSMED Act 2006 are as follows:

**1. For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.0.1722(E) dated October 5, 2006:  
Rs.....Lacs.  
Turnover Rs.....Lacs.

**2. For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:  
Rs.....Lacs.  
Turnover Rs.....Lacs.

**(Strike off whichever is not applicable)**

The above investment & Turnover of Rs.....Lacs & Rs.....Lacs respectively are within permissible limit of Rs.....Lacs for investment & Rs.....Lacs for Turnover for Micro / Small (**Strike off which is not applicable**) Category under MSMED Act 2006.

**Or**

The company has been graduated from its original category (Micro/ Small) (**Strike off which is not applicable**) and the date of graduation of such enterprise from its original category is..... (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O.No.3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

**Date:**

**(Signature)**

**Name-**

**Membership number-**

**Seal of Chartered Accountant-**

**UDIN-**

**SELF-CERTIFICATION**

As per Government Public procurement order no. P-45021/2/2017-BE-II dt.15.06.2017 & P45021/2/2017-PP (BE-II) dated 28.05.2018, 29.5.2019, 04.6.2020 and amendment dated 16.09.2020, it is hereby certifying that we

.....  
.....  
.....

(supplier/vendor name) are ..... (Class-I/Class-II) local supplier and will meet the requirement of minimum local content of ..... (50%/20%) as defined in public procurement order dated 04.6.2020 for Tender

.....  
...NIT  
No:.....

Details of location at which local value addition will be made is as follows: -

Tender Item Sr. No.	Local Content Calculated (%)	Imported Content including all Custom Duties (%)	Location of Value Addition

We also understand, false declarations will be in breach of the code of integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the general financial rules along with such other actions as may be permissible under law.

**Note:**

As per office order P-45021/102/2019-BE-II-Part (1) (E-50310) Dated 04/03/2021, Bidders can't claim itself as "Class-I local supplier/Class-II local suppliers" by claiming the service such as transportation, insurance, installation, commissioning, training & after sales service support like AMC/CMC etc. as local value addition. Bidder offering imported product will fall under the category of Non-Local supplier.

Seal & Signature of Supplier/Vendor

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**ANNEXURE – IX**

**PRICE BID FORMAT**

Name of Contractor: .....

Tender No. : FF:21:MSX:RV:LS:01:075

Tender Name : Supply of RMX (Temporary) Contract Labour on Day to Day Basis for utilization as (Production Helpers / Maintenance Helpers) / (Sanitary workers) / (Office/Computer helpers) / (Drivers) / (Masonry/Carpentry helpers) / (Other Category) etc.

Period of contract:26.05.2022 to 31.03.2024

The contractor must carefully read & understand all the “BHEL Terms & Conditions” of the tender before submitting the tender.

**Declared NIT Value: Rs. 9.30 Crores**

Description of Work	Total No. of Mandays	Premium Quoted in % (This premium will be payable on all elements under this contract excluding statutory dues payable to Govt. authorities like PF,ESI & Admin Charges of PF, GST etc.)
Supply of RMX Contract Labour On Day to Day Basis as per the Mandays and categories specified in the Technical Bid.	1,18,800	.....%( In Words..... Percent)

**Note:**

1. Rate should be quoted in figures as well as in words. No cutting / Over Writing is allowed in rates. In case of contradiction between percent quoted in figure and Words, the same mentioned in Words will prevail.
2. Premium quoted beyond two decimal will be ignored. For example in case somebody quotes 1.195%, it will be treated as 1.19% only and if found lowest, the bidder will have to accept the premium accordingly with two decimal (i.e. 1.19 in the given example).
3. In case of more than one bidder found with the same L1 rate, clause 3 of specific Terms & conditions shall be applicable to finalise the effective L-1 bidder.
4. GST will be reimbursable extra as per the extant act and rules after verification of the same on GSTN portal.
5. Month to be counted as containing 26 working days.

I/We have read the Terms and Conditions and Contractual Obligation of contract as per the Technical Bid under this NIT and undertake to fulfill its entire requirement under the quoted rates.

**I / We agree with the above**

**(Signature of the contractor with seal)**

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