

CFFP, BHEL – HARIDWAR Management Services Department	
Work Area : CFFP	NIT No. : FF:17:MSX:RV:LS(RMX):01;
Description of Work : CONTRACT FOR SUPPLY OF CONTRACT LABOUR ON DAY TO DAY BASIS	
Technical Bid / Price Bid	Due On : 22.03.2018 at 2:00 PM

Particulars	Details
Name of Work	Supply of Contract Labor on Day to Day Basis for utilization as (Production / Maintenance Helpers) / (Sanitary workers) / (Office/Computer helpers) / (Drivers) / (Masonry/Carpentry helpers) etc.
Tender Enquiry No.	FF:17:MSX:RV:LS(RMX):01
Due date of Tender Opening (Part-1)	22-03-2018 at 02:00 PM
Last date for Submission of Tender / Bid	22-03-2018 at 02:00 PM
Place of Submission of Tender / Bid	Tender Room, Back Side of Main Administrative Building, CFFP, BHEL Haridwar-249403 (Uttarakhand)
Contact details	Sh. Sorabh Pahwa Contact Address: 1st Floor ADM Building, CFFP, BHEL Haridwar Email: spahwa@bhel.in Phone: 01334-28-4654/4344 Fax: 01334-28-1862

I / We agree with the above	For & on behalf of BHEL
 Signature of the contractor with seal	 Sr.Engr. (P&D/MSX)

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Details of Tender Document

Name of Work: Supply of Contract Labor On Day to Day Basis for utilization as (Production / Maintenance Helpers) / (Sanitary workers) / (Office/Computer helpers) / (Drivers) / (Masonry/Carpentry helpers) etc.

The Tender document has been detailed as Follows:

- (1) Pre-Qualification Requirement (Annexure-I (A))
- (2) Notice Inviting Tender (Annexure-I (B))
- (3) Techno-commercial Bid (Annexure-II , III (A), III (B), III (C), IV)
- (4) Certificate by Chartered Accountant (Annexure-V)
- (5) Integrity Pact (Annexure-VI)
- (6) Price Bid (Annexure-VII)

General Instructions:

- Pre-Qualification Requirement (Annexure-I (A)) along with supporting documents, EMD in the form of DD or pay order in favor of “CFFP, BHEL, Haridwar” or through e-payment (SBI A/C No. : 10667995469, IFSC : SBIN0000586) or through POS machine placed at Finance department, CFFP or MSME Certificate with Annexure V (if applicable) , Techno-commercial Bid (Annexure-II to Annexure VI) shall be kept in one envelope super scribed as “Technical Bid” and Price Bid (Annexure-VII) shall be kept in another envelope super scribed as “Price Bid” and both the above envelopes shall be kept in another separate envelope.
- *The cover of all the envelopes shall be super-scribed with “Quotation for (name of work), NIT No. & due date of opening and shall be addressed to **Tender Room, Back Side of Main Administrative Building, CFFP, BHEL, Haridwar-249403 (UK)** and it should also contain the Bidder address.*
- Timely receipt of Tender in the Tender Box placed at Tender room within schedule time and date is solely the Responsibility of the bidder.
- ***All the document being submitted (either the tender document or supporting documents) shall be duly signed and stamped by the bidder.***
- ***Annexure-I to Annexure-VI shall compulsorily be submitted with sign and seal on each page in the Technical bid envelope (Envelope-1).***
- *Envelope wise details:*
 1. *Envelope -1 (Technical Bid) shall contain Pre-Qualification Requirement (Annexure-I (A)) along with supporting documents, Tender Fees and EMD in the form of DD or pay order or Cash receipt (in case of e-payment or use of POS machine) issued by Cash Section of CFFP*

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- Finance department or MSME Certificate with Annexure V (if applicable) and Techno-commercial Bid (Annexure-II , III (A), III (B), III (C), IV, V, VI).
2. *Envelope-2 (Price Bid) shall contain Price Bid (Annexure-VII).*
 3. *Envelope-3 shall contain Envelope-1 & Envelope-2.*

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Annexure-I (A)

Pre-Qualification Requirement (PQR)

S.No.	Details of Criteria	Supporting Document Attached
1.	Average financial turnover during last 3 years ending 31 st March of 2018 should be at least Rs.57.86 Lac.	
2.	<p style="text-align: center;">AND</p> <p>Experience of having successfully completed similar works* 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 Rs.77.15 Lac each excluding taxes and duties.</p> <p style="text-align: center;">OR</p> <p>Two similar completed works costing not less than the amount equal to Rs.96.44 Lac each excluding taxes and duties.</p> <p style="text-align: center;">OR</p> <p>One similar completed works costing not less than the amount equal to Rs.154.30 Lac excluding taxes and duties.</p> <p>* Similar works means Work of supply of Labour only. Work of labour supply along with materials, tools, tackles etc. will not be considered.</p>	
	<p>Proofs in support of above point no. 1 & 2 should be submitted with the tender in the PQR & 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 & loss account statement for the last three years i.e. 2016-17 & 2015-16, 2014-15. Copy of Income tax returns for the said period are also to be submitted along with.</p> <p>However in support of point no. 2 above, the tenderer needs to submit the copy of work contract order accompanied 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>All the documents submitted shall be self-attested and stamped by the party.</p>	
3.	Bidder must submit proofs of following otherwise offer is liable to be rejected:	

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3.1	PF Code No.	
3.2	ESI Code No	
3.3	GST registration	
3.4	Income Tax PAN No.	
3.5	Labor License (else give undertaking to submit the same within 30 days of receipt of letter of intent).	
3.6	Tender Fees	
3.7	EMD	

Note:

1. The Work will be awarded to four Contractors in the ratio of 40:25:20:15 where the share of the L-1 contractor is 40%. Balance work will be awarded to three other contractors in the order of L-2, L-3 and L-4 at L-1 rate subject to their acceptance of L-1 rate. Although every effort will be made to maintain the ratio of 40:25:20:15 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 +3%. If L-2 or L-3 or L-4 or all decline to accept L-1 rates then other bidders, in the order of L-5, L-6 etc. will be offered work at L-1 rate, subject to their acceptance of L-1 rate. In any case work will be distributed to a maximum of four contractors. Successful contractors, on award of work order, will have to enter into an agreement with BHEL as per standard practice.
2. Self-attested and stamped copy of the supporting documents in support of point no. 1, 2 & 3 above shall necessarily be submitted along with the Annexure-I (A) in PQR & Techno-commercial bid envelope (i.e. Envelope-1) only.
3. Part-II (i.e. Price Bid) shall only be opened for the bidders who qualify in the PQR & Technical evaluation.
4. Bidders without a valid PF, ESI, Service Tax number on the date of opening of the Technical bid are liable to be rejected.

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Annexure-I (B)

BHARAT HEAVY ELECTRICALS LIMITED, CFFP: RANIPUR, HARIDWAR

Department : Management Services

Tender Notice

NIT No: FF:17:MSX:RV:LS(RMX):01

Sealed tenders are invited in two parts, i.e, (i) PQR , & Techno-Commercial Offer and (ii) Price Bid, through registered post/ courier/ by hand from **parties meeting the qualifying requirements** for the under-mentioned work. The party must submit documentary proof of meeting the qualifying requirement mentioned in Annexure-1(A) in “Technical Bid” envelope (i.e. Envelope-1).

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NIT No	FF:17:MSX:RV:LS(RMX):01
Period of Work	24 Months
NIT Value (Rs.)	9,64,40,094
NIT Total Mandays (Nos.)	1,34,200 Mandays
Amount of Earnest Money Required	Rs. 7,72,000/- (Exempted for valid MSME)
Last date and time of Receipt of Tender	22-03-2018, 02:00 PM
Date & Time for opening of Technical Bid	22-03-2018, 02:00 PM
Place of opening of Tender	<i>Tender Room, Back Side of Main Administrative Building, CFFP, BHEL, Haridwar-249403 (Uttarakhand)</i>
Tender Cost	Rs. 500/- (Exempted for valid MSME only)
Maximum no. of labor to be deployed on any one day	305 Nos.

Note:

1. Full set of Tender can be either downloaded from BHEL Haridwar website or can be purchased from office of the undersigned on submission of proof of depositing the Tender cost at the BHEL Cash section.
2. Offer must be sent in two separate envelopes containing annexure I (A) along with relevant documents in support of qualifying the PQR along with Tender fees & EMD and techno-commercial bid in one envelope (Envelope-1) marked as “**TECHNICAL BID**” and prices in second envelope (Envelope-2) marked as “**PRICE BID**”. Both the envelopes must be contained in third

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envelope. NIT number and date of opening of tender should be clearly displayed on all the envelopes.

3. Techno-commercial bid should consist of signed copy of this NIT (Annexure-I (B) and all other Tender documents including PQR (i.e. Annexure-I to VI) enclosed with this NIT except for the price bid (i.e. Annexure-VII).
4. Price bid envelope should only contain price bid and should be clearly marked on the envelope as Price Bid under NIT Number FF:17:MSX:RV:LS(RMX):01.
5. Bidders who unconditionally accept all terms and conditions of this Tender (as per the undertaking format given with this Tender) will only be considered for the price bid stage.
6. Bidders without a valid PF, ESI, GST registration number on the date of opening of the Technical bids are liable to be rejected.
7. Contractor must provide an EMD of Rs. 7.72 Lakhs either in the form of Demand Draft / Pay Order in favour of "CFFP / BHEL / Haridwar" payable at Haridwar or through e-payment (SBI A/C No. : 10667995469, IFSC : SBIN0000586) or through POS machine placed at Finance department, CFFP before submitting his offer. Contractor must submit Cash Receipt to be obtained from Cash section of CFFP, Finance department along with the offer (with Technical Bid), in case EMD is submitted through e-payment or POS machine.

EMD shall be refunded to the unsuccessful bidders.

The EMD of bidder will be forfeited if:

- i) After opening the tender, the bidder revokes his tender within the validity period of offer or increases his quoted rates.
- ii) The successful bidder does not commence the work within the period mentioned in the LOI/ award of contract.

Contractors claiming waiver of EMD and tender fee must submit valid EM-II certificate (duly attested by Notary) along with the relevant Chartered Accountant certificate. However, One time EMD will not be acceptable for this NIT.

Bidder must submit the EMD in Technical Bid Envelope (Envelope-1).

8. BHEL reserves the right to cancel/extend the Tender without assigning any reason thereof.
9. Tenders not submitted, at the designated Tender box located at *Tender Room, Back Side of Main Administrative Building, CFFP, BHEL, Haridwar-249403* (Uttarakhand), by the date and time mentioned above will not be accepted.
10. Tenders without signatures and seal of the bidder will be liable for rejection.

(Sorabh Pahwa)
Sr.Engr. (P&D/MSX)

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Annexure-II

(TECHNO-COMMERCIAL BID)

TENDER ENQUIRY NO. : FF:17:MSX:RV:LS(RMX):01

WORK: Supply of Contract Labor On Day to Day Basis for utilization as (Production / Maintenance Helpers) / (Sanitary workers) / (Office/Computer helpers) / (Drivers) / (Masonry/Carpentry helpers) etc.

Tender cost: Rs. 500 (Demand Draft / Pay order No. / Cash Receipt No.
_____ Dated _____)

Last date for submission: 22-03-2018 up to 02:00 PM

DATE OF OPENING: 22-03-2018 at 2:00 PM

PLACE OF OPENING: *Tender Room, Back Side of Main Administrative Building, CFFP, BHEL, Haridwar-249403 (Uttarakhand).*

EARNEST MONEY: Rs. 7,72,000/- (Demand Draft/ Pay order No./ Cash Receipt No.
_____ Dated _____)

SPECIAL CONDITION FOR MSME:

“MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed at Annexure -V where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. Documents should be compulsorily notarized and accompanied with CA certificate.”

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Annexure-III (A)

COMMERCIAL TERMS AND CONDITIONS

- Contractor must provide an EMD of Rs. 7.72 Lakhs either in the form of Demand Draft / Pay Order in favour of "CFFP / BHEL / Haridwar" payable at Haridwar or through e-payment (*SBI A/C No. : 10667995469, IFSC : SBIN0000586*) or through POS machine placed at Finance department, CFFP before submitting his offer. EMD shall be refunded to the unsuccessful bidders.

The EMD of bidder will be forfeited if:

- After opening the tender, the bidder revokes his tender within the validity period of offer or increases his quoted rates.
- The successful bidder does not commence the work within the period mentioned in the LOI/ award of contract.

Contractors claiming waiver of EMD and tender fee must submit valid EM-II certificate (duly attested by Notary) along with the relevant Chartered Accountant certificate. However, One time EMD will not be acceptable for this NIT.

- Offer of contractor shall be considered valid for 120 days from the date of opening of the tender.
- Tender No. must be mentioned in all correspondences with CFFP.
- The work comprises supply of RMX contract labour as per requirement given by Management Services Department from time to time.
- The contractor will supply labour under categories Skilled, Semi-skilled and Unskilled as per requirement given to him by contracting department. i.e. Management Services (MSX) department.
- Contractor must ensure that every labour engaged by him is covered under ESI Scheme.
- The duration of the Contract will be two years from the date of commencement of work.
- The total man-days during the period will be approx. 1,34,200 for contract (RMX) labour.
- The Work will be awarded to four Contractors in the ratio of 40:25:20:15 where the share of the L-1 contractor is 40%. Balance work will be awarded to three other contractors in the order of L-2, L-3 and L-4 at L-1 rate subject to their acceptance of L-1 rate. Although every effort will be made to maintain the ratio of 40:25:20:15 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 $\pm 3\%$. If L-2 or L-3 or L-4 or all decline to accept L-1 rates then other bidders, in

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the order of L-5, L-6 etc. will be offered work at L-1 rate, subject to their acceptance of L-1 rate. In any case work will be distributed to a maximum of four contractors. Successful contractors, on award of work order, will have to enter into an agreement with BHEL as per standard practice.

10. (a) Successful tenderer(s) has / have to provide security deposit before start of the work which will be applicable as under :

“The total amount of Security Deposit will be 5% of the Contract Value.”

- (b) Security deposit may be furnished in any one of the following forms:
- (i) Pay order / demand draft in favour of BHEL.
 - (ii) Local cheque of Scheduled banks, subject to realization
 - (iii) Fixed Deposit Receipt (FDR) duly pledged in favour of BHEL & discharged on the back.
 - (iv) Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases, at least 50% of the security deposit shall be collected before start of the work & balance 50% shall be recovered from the running bills.
 - (v) EMD of the successful tenderer can be converted & adjusted against part of the security deposit required under the contract.
- (c) 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 fulfillment 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.

11. Successful Contractors will pay the following as per rates* conveyed by MSX department to the labour engaged by him :

- a) Wages b) Bonus c) Leave Encashment d) Plant Performance Payment
(wherever applicable) 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)

12. Contribution as per applicable rules - for the labour engaged - towards PF, FP & ESI along with Company's Share shall be deposited by the contractor with the concerned government / statutory agencies. Contractors must also ensure deposition of GST to statutory authorities as applicable.

13. Expenditure incurred by the contractor on account of clause 11 along with a premium at quoted L-1 rates & clause 13 shall be paid to the contractor by CFFP on submission of Wage bill, Challans for PF, ESI etc. (Refer format for price bid, Part – 2 where contractor to quote the premium).

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14. Contractor shall abide by
- a) Contract Labour Regulation & Abolition Act 1970,
 - b) Minimum Wages Act,
 - c) PF Act
 - d) Bonus Act etc.
15. Contractor shall make payment to labour engaged by him by 7th day of the following calendar month through on-line mode and verified by a representative from the area where the labour is deployed.
16. Contractor has to submit a certificate by 10th of every month to the effect that minimum wages have been paid.
17. Contractor will keep the following records in prescribed formats/ registers for the labour engaged by him:
- a) attendance, b) payments, c) leave- account, d) PF, e) Bonus etc
- Contractor must produce the above records for inspection / checking as and when called by BHEL / statutory authorities.
18. Any liability/ loss arising on account of non - compliance to the applicable acts by the contractor will be passed on to the contractor.
19. Contractors are required to submit their offers in formats enclosed. (Part – I , Technical bid and Part – II price bid)
20. Contract will be awarded on the basis of lowest rate of commission (L-1) quoted.
21. In case, any two or more contractors quote the same rate then lottery will be drawn to select contractors for distribution of work. (Refer Clause No. 9 above)
22. 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 one decimal will be ignored.
23. Rate of commission shall remain same during total period of contract and shall not be subject to upgradation in any case.
24. BHEL reserves the right to terminate the contract at any time without assigning reasons thereof.

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25. Contractors are required to have valid Labour Licenses, registrations with respect to PF, ESI, GST etc. throughout the period of contract.
26. Contractor must submit self-attested photocopies of valid Labour License (if applicable), Registration of PF and ESI, GST Registration & latest income tax return (Assessment. Year 2017-18) along with their quotations.
27. In case of non-submission of any of the above documents pertaining to registration etc., the offer is liable to be rejected.
28. Contractors are required to give attendance of workers engaged by them to the official of the department between 9.00 to 9.30 A.M. on all working days.
29. Contractor will follow all labour laws.
30. All other Terms & Conditions of Rate Contract will be as per General Terms & Conditions and Legal Requirements enclosed herewith. The contract will be governed as per BHEL Works Policy.
31. In case the contractor makes default in the work within the time specified by BHEL in spite of a reasonable notice in writing, or in case the contractor fails, to comply with any of the terms and condition of the contract inspite of responsible notice in writing or in case he neglects or refuses to execute the contract or any part thereof at any stage, the contract shall, without prejudice to any other rights or remedies available to BHEL, be liable to be canceled/terminated in part or as a whole. In the event of cancellation/termination, the contractor shall be liable to compensate BHEL.
32. Banning of business dealings with the contractor may be resorted to for serious lapses in performance/ misdemeanor such as abandoning the work without completing, resorting to unfair means (including false certification), not accepting the contract when awarded etc. (as per approved Guideline for Suspension of Business dealings with suppliers/ contractors).
33. Contractor will 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 30 days only after submission of complete / clear bill.
34. Bill prepared by the contractor should be pre-numbered and must contain inter-alia GSTIN number, PAN number.
35. Payment of GST shall be made after verifying the deposit of GST at GSTN.

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36. Payment of subsequent/ final bill shall be made only after verifying the proof of deposit of GST of the earlier/ final month.

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Annexure-III (B)

GENERAL TERMS AND CONDITIONS

1. The duration of the contract shall be upto 2 years from the date of commencement of work.
2. All disputes between the contractor and BHEL shall be decided by an arbitrator to be appointed by the Head of the Unit or in his absence, by the Officer next below him. Such arbitration shall be dealt with in accordance with the Arbitration and Conciliation Act, 1996. The award of arbitrator shall be binding on both the parties.
3. 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 payments.
4. The decision of BHEL regarding interpretation of any of the terms and conditions set forth in this agreement shall be final and binding to the contractor.
5. Conditional tender is likely to be rejected.
6. BHEL has the right to cancel any tender at any stage without assigning any reason.
7. BHEL reserves the right to award only fraction or part of the work given in the bill of quantity.
8. BHEL reserves the right to cancel the Contract at any stage by giving one month notice and contractor will not have any claim in this regard for such short closure.
9. If any information/documents submitted by the contractor are found false/fake at any stage, the offer will be cancelled and earnest money/ security deposited shall be forfeited. The suitable action will be taken against the Contractor as per Company rules.
10. The tenderer shall sign every page of the tender documents. In case of firm/companies/ societies etc., the tender documents must be signed by a person holding a valid power of attorney and a copy of such power of attorney should be attached with the offer.
11. In case more than one contractor quotes equal L-1 rates, lottery shall be drawn among L-1 contractors to decide one L-1 contractor.
12. Payment against the labour supplied shall be made to the contractor after recording the mandays supplied during the said period duly checked by concerned shop / department executive of CFFP/BHEL, verified by their reporting officer and agreed to by the contractor.

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13. All payment will be subject to deduction of income tax/ other taxes as per extant rules.
14. In case of the death of contractor (under proprietorship), without prejudice to any of the rights or remedies under the contract, BHEL shall have the option of terminating the contract without compensation to the contractor's legal heirs/ successors.
15. Premium quoted at par or below will not be accepted. Premium quoted will be considered upto one decimal place only. If anyone quotes second or more decimal places, then second decimal digit or more digits will be ignored and only first decimal digit will be considered for evaluation and payment.
16. Contractor shall give the undertaking to BHEL as per format shown at Format: 1.
17. All participants in tender opening shall sign 'Tender Opening Register' as a token of their Presence.
18. 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.
19. Date of payment of Bonus shall be as per the advice of BHEL.
20. Leave Salary will be payable @ 1 day for every 20 days worked and will be payable at the end of the contract period or as directed by BHEL.
21. In case of violation of any legal and/or contract stipulations, BHEL reserves the right to terminate the contract and forfeit the Security Deposit under the contract in addition to recovery of the monetary impact due to such violation, if any, from any of the payable amount under the contract or any other contract with BHEL.
22. Payment by transfer from bank account of the contractor to the bank account of the contract labour is mandatory.
23. Contractor shall engage contract labour only after seeking police verification (with no adverse remarks). Such police verification should not be older than three years at any point of time during the duration of the contract.
24. In case any accident occurs at work place/ factory premises thereby causing any minor or major or fatal injury to the labour supplied by the contractor due to reason whatsoever, the contractor will be responsible for all liabilities under any applicable acts and rules. The contractor shall be required to fill Injury Report and submit to the Shop Manager/ Engineer-in-charge of BHEL

I / We agree with the above	For & on behalf of BHEL
Signature of the contractor with seal	Sr.Engr. (P&D/MSX)

CFFP, BHEL – HARIDWAR Management Services Department	
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immediately and ensure due compliance of Workmen Compensation Act 1923 and Rules there under.

25. The contractor shall ensure that his worker follow and comply with all BHEL safety rules, relevant provision of applicable law pertaining to the safety of workmen, plant and equipment as may be prescribed from time to time without any objection or contest or reservation. In case of any difference between statutory requirement and BHEL Safety Rules referred above, the latter shall be binding on the contractor unless the statutory provisions are more stringent.
26. Self-attested copies of the required documents as mentioned (Legal Requirements, clause 5) shall be deposited by Contractor with HR department. Finance Dept. shall get confirmation from HR regarding deposit of the above documents before processing the final bill.
27. The contractor shall deposit the statutory dues within the prescribed period and shall submit the proof of such payments to BHEL by 10th of every month.
28. The contractor shall not sublet or transfer the contract or any part thereof to any other individual firm or company
29. In the event of termination of contracts for what so ever reason the contractor shall withdraw all the employees from the establishment of BHEL. In the case, the contractor decides to terminate the services of any of his employees, deployed in BHEL, he shall settle all the terminal dues of his employees including retrenchment compensation. However, payments to the contractor by BHEL shall be made only in accordance with terms and conditions of the contract.
30. The contractor shall submit an acknowledgement to BHEL to the effect that he has intimated all his workmen deployed with BHEL that his contract with BHEL is coming to an end. Such acknowledgement shall be submitted to HR department at least one month before the terms of the contract comes to an end.
31. In case any recoveries are made (under clause 10 of Legal Requirements) from the security deposit, the contractor shall immediately thereafter pay such further sums as may be required to replenish the shortage caused by such recoveries in the amount of security deposit.
32. It must be ensured that no workmen are deployed on any job without the valid employment card of the contractor for the specific work order.

I / We agree with the above	For & on behalf of BHEL
Signature of the contractor with seal	Sr.Engr. (P&D/MSX)

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33. The required mandays will be deployed by the contractor based on periodical requisition of the department considering total mandays at his disposal and the workmen required by BHEL during the tenure of the contract.
34. Penalty Clause: If during execution of the contract,
- a) Contractor deploys lesser mandays than the mandays required to be deployed as per Work Order by MSX : A deduction @0.5% will be made from the commission amount of the contractor payable to the contractor for the subject period.
- b) Contractor makes default other than (a) above : Any expressed / implied administrative (Timely supply of required no. of labour) or legal (Payment of wages & statutory dues and payment of applicable taxes) compliance, the contractor shall be liable to a penalty to be decided by Management on case to case basis.
35. If the contractor fails to execute the contract, BHEL will reserve the right to award the contract to any other Contractor under Risk Purchase Clause.
- “RISK PURCHASE CLAUSE**
- In case of delays in supplies / defective supplies or non-fulfilment of any other terms & conditions given in the work order the purchaser/contracting executive may cancel the work order in full or part thereof and may also make the purchase of the material / service from elsewhere / alternative source at the risk and cost of supplier. Vendor/Contractor does not agree to above clause, their offer is liable to be rejected. In case any vendor/contractor accepts risk purchase clause initially and subsequently declines to honour the term in the eventuality of RISK PURCHASE, they may be banned for business with BHEL.”
36. The contract period for labor contracts shall initially be for twenty four months and can further be extended at the sole discretion of BHEL at the same rate, terms & conditions.

I / We agree with the above	For & on behalf of BHEL
Signature of the contractor with seal	Sr.Engr. (P&D/MSX)

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Annexure-III (C)

LEGAL REQUIREMENTS

1. Every contractor employing 20 or more labour w.r.t this NIT, is required to obtain a valid labor license (if applicable, under Contract Labour (R&A) Central Rules, 1971) from the Licensing Authority, Assistant Labour Commissioner (Central), Dehradun on Letter of Intent (i.e. post tender condition) and submit the same in original to the execution department (MSX), with a copy to HR and Finance.
2. The contractor shall pay wages to the labour engaged by him at BHEL prescribed wages. The rates of wages for such labour will be displayed by the contractor at place of work.
3. The contractor shall ensure payment of wages to the contract labour employed by him latest by 7th of the following month.
4. All the statutory requirement under the
 - Minimum Wage Act 1948
 - Factories Act 1948
 - Payment of Wages Act 1936
 - EPF Act and MP Act 1952
 - Payment of Gratuity Act 1972
 - ESIC Act 1948
 - Contract labour (R&A) Act 1970
 - Payment of Bonus Act 1965
 - Income Tax Act, GST Act, Industrial Dispute Act 1947 and the other applicable act and rule there under shall be complied by the contractor and notification issued in relation to the employment of his employees issued from time to time by the concerned authorities. Any penalty or demands by the statutory authorities for non-compliance of any of the applicable laws shall be the responsibility of the contractor.
5. 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 (Rule78) (1) (a) (i)

I / We agree with the above	For & on behalf of BHEL
Signature of the contractor with seal	Sr.Engr. (P&D/MSX)

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- (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.

6. The contractor will be liable to pay bonus to his employees in accordance with the Payment of Bonus Act 1965.
7. The contractor will give seven paid festival holidays & three national holidays to his Contract Labour. 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.
8. The contractor shall regularly deposit the amount of contribution i.e. to say the employer's contribution as well as the employee's contribution payable under the Employees State Insurance Act, 1948 and under the Employees Provident Fund's and Misc. Provisions Act 1952 along with any charges on the basis of such contribution for meeting the cost of administering the fund
The contractor shall recover from his employees the employee's contribution in accordance with the provisions of the aforesaid Acts and the Schemes/ Rules/Regulations framed there under but he shall not recover the employer's contribution or the administrative charges from the employees in any manner.
9. The contractor will be liable to ensure that the contract labours arranged are physically and mentally fit and do not have any criminal record and such employees possess the requisite skill proficiency, qualification, etc.
The contractor to provide employment card with photograph duly verified and attested by him, to his employees. The contractor to indicate the name of the proprietorship/ partnership firm, place of work, contact number and duration of validity of card.

I / We agree with the above	For & on behalf of BHEL
Signature of the contractor with seal	Sr.Engr. (P&D/MSX)

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10. Whenever any sum of money is found to be recoverable from or payable by the contractor the same may 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 still remain due even after such deductions, the contractor shall pay on demand, the same or balance thereof.
11. Contractor should be registered in GST.
12. The above guidelines are only suggestive and not exhaustive. The contractor will have to comply with all applicable statutory provisions, as applicable under extant legislations/ rules.

I / We agree with the above	For & on behalf of BHEL
Signature of the contractor with seal	Sr.Engr. (P&D/MSX)

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Annexure-IV

Last date & time for submission of tender : 22.03.2018: 2.00 PM
Date & time of tender opening : 22.03.2018: 2.00 PM
Period of contract : Two years from the date of commencement of work.

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

UNDERTAKING **(By Contractor)**

1.	Name & full address of tenderer	
2.	Telephone No. Mobile No. e-mail id (if any)	
3.	Status of firm (Single / partnership)	
4.	Name / Designation & address of the official of the tenderer to whom all correspondence shall be made	
5.	Details of Tender cost deposited (Original copy is to be enclosed if it is not submitted during purchase of tender document, Otherwise Self attested photocopy is to be enclosed)	Amount (Rs.)..... Reference No. of Cash Receipt: Date
6.	Details of earnest money enclosed with the offer is as under: (Original Copy is to be enclosed) a) Amount b) (i) Cash Receipt No. Date..... (ii) Demand draft / Pay order No. Date.....Bank.....	
7.	PF No..... (Self attested photo copy is to be enclosed) ESI No. (Self attested photo copy is to be enclosed) GST No..... (Self attested photo copy is to be enclosed)	

I / We agree with the above	For & on behalf of BHEL
Signature of the contractor with seal	Sr.Engr. (P&D/MSX)

CFFP, BHEL – HARIDWAR Management Services Department	
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8.	PAN No. :..... (Self attested photo copy of latest income tax return ; i.e. A.Y. 2017-18 is to be enclosed)	
9.	I/ We have carefully perused all the terms and conditions of the tender, NIT including special conditions mentioned in the tender before quoting the offer and I/we commit to abide by them in toto. I/we have read BHEL Terms & Conditions of Contract and agree to abide by the same.	
10.	I/ We shall abide by and fulfill the requirement of all the statutory obligations in respect of EPF, ESI, labour licence, Safety rules and all other provisions of labour laws applicable to me/us and maintain Documents/ Registers/ Records as applicable and produce the same to BHEL officials or statutory authorities whenever desired.	
11.	I/ We shall abide by GST Act/ Rules as applicable.	
12.	I/ We agree to provide the number of workmen as per the requirement of BHEL.	
13.	I/ We shall provide duly signed employment / identity card with photograph to the workmen supplied under the contract.	
14.	I/ We shall ensure payment of ESI, PF, income tax, GST and all other statutory duties and taxes leviable against the contract/ payment to the workmen.	
15.	I/ We shall pay BHEL prescribed wages as applicable from time to time including leave with wages to the workmen as per rules/ act.	
16.	In case of non-compliance of any of the statutory obligations, labour laws by me/us, I/we shall be responsible for all expenses / liability occurring/ accruing on BHEL because of this including all expenditure on legal proceedings. All such expenses shall be recoverable from any of my / our running contract with BHEL or any contract entered thereafter.	
17.	I/ We shall maintain valid labour license throughout the period of contract.	
18.	Authority letter for person authorized, if any	Copy enclosed / Not applicable
19 (a).	Copy of work contract order(s) limited to last 7 years accompanied with performance certificate issued by the customer on their letter head clearly specifying the address and contact details of customer	Copy enclosed / Not applicable
19 (b).	Copy of audited Profit & Loss (P&L) account , Balance Sheets of last 3 years	Copy enclosed / Not applicable

I / We agree with the above	For & on behalf of BHEL
Signature of the contractor with seal	Sr.Engr. (P&D/MSX)

CFFP, BHEL – HARIDWAR Management Services Department	
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Annexure-V

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-11) dtd:....., Category:..... (Micro/Small)). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year as per MSMED Act 2006 is 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
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

(Strike off whichever is not applicable)

The above investment of Rs.....Lacs is within permissible limit of Rs.....Lacs forMicro / 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

I / We agree with the above	For & on behalf of BHEL
Signature of the contractor with seal	Sr.Engr. (P&D/MSX)

CFFP, BHEL – HARIDWAR Management Services Department	
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Annexure-VI

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 **Supply of Contract Labor on Day to Day Basis for utilization as (Production Helpers) / (Sanitary workers) / (Office/Computer helpers) / (Drivers) / (Masonry/Carpentry helpers) etc..** 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 Independent External Monitor(s), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

BHEL

AA: MM: IP: R01 dtd 1.4.2010

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I / We agree with the above	For & on behalf of BHEL
Signature of the contractor with seal	Sr.Engr. (P&D/MSX)

CFFP, BHEL – HARIDWAR Management Services Department	
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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. He commits himself to observe the following principles during his 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

BHEL

AA: MM: IP: R01 dtd 1.4.2010

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I / We agree with the above	For & on behalf of BHEL
Signature of the contractor with seal	Sr.Engr. (P&D/MSX)

CFFP, BHEL – HARIDWAR Management Services Department	
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in the tender process or the execution of the contract or the 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 IPC/ PC 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 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.

BHEL

AA: MM: IP: R01 dtd 1.4.2010

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I / We agree with the above	For & on behalf of BHEL
Signature of the contractor with seal	Sr.Engr. (P&D/MSX)

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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 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 from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/Bid Security.

4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

Section 5- Previous Transgression

5.1 The Bidder(s) declares that no previous transgressions occurred in the last 3 year 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.

BHEL

AA: MM: IP: R01 dtd 1.4.2010

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I / We agree with the above	For & on behalf of BHEL
Signature of the contractor with seal	Sr.Engr. (P&D/MSX)

CFFP, BHEL – HARIDWAR Management Services Department	
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Section 6- Equal treatment of all Bidders/ Contractors/ Sub-contractors

6.1 The Bidder(s)/ Contractor(s) undertake(s) to obtain from all subcontractors a commitment consistent with this Integrity Pact and report Compliance to the Principal. This commitment shall be taken only from those sub-contractors whose contract value is more than 20% of Bidder’s/ Contractor’s contract value with the Principal. The Bidder(s)/Contractor(s) shall continue to remain responsible for any default by his Sub-contractor(s).

6.2 The Principal will enter into agreements with identical conditions as this one with all Bidders and contractors.

6.3 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

Section 7- Criminal Charges against violating Bidders/ Contractors /Sub-contractors

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 Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.

BHEL

AA: MM: IP: R01 dtd 1.4.2010

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I / We agree with the above	For & on behalf of BHEL
Signature of the contractor with seal	Sr.Engr. (P&D/MSX)

CFFP, BHEL – HARIDWAR Management Services Department	
Work Area : CFFP	NIT No. : FF:17:MSX:RV:LS(RMX):01;
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- 8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality.
- 8.4 The Principal will provide to the Monitor 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 Monitor the option to participate in such meetings.
- 8.5 As soon as the Monitor notices, or believes to notices, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or heal the situation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 8.6 The Monitor will submit a written report to the CMD, BHEL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.7 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.8 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant IPC / PC Act, and the CMD, BHEL has not, within reasonable time, take visible action to proceed against such offence or reported it to the Vigilance Office, the

BHEL

AA: MM: IP: R01 dtd 1.4.2010

6 of 8

I / We agree with the above	For & on behalf of BHEL
Signature of the contractor with seal	Sr.Engr. (P&D/MSX)

CFFP, BHEL – HARIDWAR Management Services Department	
Work Area : CFFP	NIT No. : FF:17:MSX:RV:LS(RMX):01;
Description of Work : CONTRACT FOR SUPPLY OF CONTRACT LABOUR ON DAY TO DAY BASIS	
Technical Bid / Price Bid	Due On : 22.03.2018 at 2:00 PM

Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

- 8.9 The number of Independent External Monitor(s) shall be decided by CMD, BHEL.
- 8.10 The word 'Monitor' would include both singular and plural.

Section 9- Pact Duration

- 9.1 This Pact begins and shall be binding on and from the submission of bid(s) by bidder(s). It expires for the Contractor 12 months after the last payment under the respective contract and for all other Bidders 6 months after the contract has been awarded.
- 9.2 If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified as above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 – Other Provisions

- 10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.
- 10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 10.4 Should one or several provisions of this agreement turn out be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

BHEL

AA: MM: IP: R01 dtd 1.4.2010

7 of 8

I / We agree with the above	For & on behalf of BHEL
Signature of the contractor with seal	Sr.Engr. (P&D/MSX)

CFFP, BHEL – HARIDWAR Management Services Department	
Work Area : CFFP	NIT No. : FF:17:MSX:RV:LS(RMX):01;
Description of Work : CONTRACT FOR SUPPLY OF CONTRACT LABOUR ON DAY TO DAY BASIS	
Technical Bid / Price Bid	Due On : 22.03.2018 at 2:00 PM

10.5 Only those bidders/ contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

For & On behalf of the Principal

For & On behalf of the Bidder/ Contractor

(Office Seal)

(Office Seal)

Place-----

Date-----

Witness: _____

Witness: _____

(Name & Address)_____

(Name & Address) _____

BHEL

AA: MM: IP: R01 dtd 1.4.2010

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I / We agree with the above	For & on behalf of BHEL
Signature of the contractor with seal	Sr.Engr. (P&D/MSX)

CFFP, BHEL – HARIDWAR Management Services Department	
Work Area : CFFP	NIT No. : FF:17:MSX:RV:LS(RMX):01;
Description of Work : CONTRACT FOR SUPPLY OF CONTRACT LABOUR ON DAY TO DAY BASIS	
Technical Bid / Price Bid	Due On : 22.03.2018 at 2:00 PM

Annexure-VII

Last date & time for submission of tender : 22.03.2018: 2.00 PM
Date & time of tender opening : 22.03.2018: 2.00 PM
Period of contract : Two years from the date of commencement of work.

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

Declared NIT Value: Rs. 9,64,40,094/-

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.	1,34,200%(In Words..... Percent)

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 one decimal will be ignored. For example in case somebody quotes 1.19%, it will be treated as 1.1% only and if found lowest, the bidder will have to accept the premium accordingly with one decimal (i.e. 1.1 in the given example).
3. In case of more than one bidder with the same L1 rate, draw of lottery will be made to finalise the winner on whom contract will be awarded.
4. GST will be reimbursable as per the extant act and rules after verification of the same on GSTN portal.
5. Month to be counted as containing 26 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	For & on behalf of BHEL
Signature of the contractor with seal	Sr.Engr. (P&D/MSX)