

CFFP, BHEL – HARIDWAR Management Services Department	
Work Area : CFFP	NIT No. & Date : <u>FF:19:MSX:RV:LS(RMX):01</u> ; 23/11/2019
Description of Work : Supply of RMX (Temporary) contract labour	
Technical Bid	Due On :21/12/2019 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:19:MSX:RV:LS(RMX):01
Due date of Tender Opening (Part-1)	21/12/2019 at 02:00 PM
Last date for Submission of Tender / Bid	21/12/2019 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: 1 st 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

Dy. Mgr. (P&D/MSX)

CFFP, BHEL – HARIDWAR Management Services Department	
Work Area : CFFP	NIT No. & Date : FF:19:MSX:RV:LS(RMX):01; 23/11/2019
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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) Integrity Pact (Annexure-V)
- (5) Price Bid (Annexure-VI)

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 MSE Certificate, Techno-commercial Bid (Annexure-II to Annexure V) shall be kept in one envelope super scribed as “Technical Bid” and Price Bid (Annexure-VI) 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-V 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 Finance department or MSE Certificate and Techno-commercial Bid (Annexure-I (A), I (B), II, III (A), III (B), III (C), IV, V).*
 2. *Envelope-2 (Price Bid) shall contain Price Bid (Annexure-VI).*
 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 2019 should be at least Rs.82 Lacs.	
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.109.32 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.136.65 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.218.64 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. 2018-19 & 2017-18, 2016-17. 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:	
3.1	PF Code No.	
3.2	ESI Code No	
3.3	GST registration	
3.4	Income Tax PAN No.	

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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:

- 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.
- 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.
- Part-II (i.e. Price Bid) shall only be opened for the bidders who qualify in the PQR & Technical evaluation.
- Bidders without a valid PF, ESI, GST number on the date of opening of the Technical bid are liable to be rejected.

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CFFP, BHEL – HARIDWAR Management Services Department	
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Annexure-I (B)

BHARAT HEAVY ELECTRICALS LIMITED, CFFP: RANIPUR, HARIDWAR

Department : Management Services

Tender Notice

NIT No: FF:19: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).

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.
NIT No	FF:19:MSX:RV:LS(RMX):01
Period of Work	24 Months (Initially work order shall be issued for one year. Based on the performance of 1 st year, work order for 2 nd year shall be issued)
NIT Value (Rs.)	10,93,17,186
NIT Total Mandays (Nos.)	1,40,360 Mandays
Amount of Earnest Money Required	Rs. 10.94 Lakhs (Exempted for valid MSE)
Last date and time of Receipt of Tender	21/12/2019, 02:00 PM
Date & Time for opening of Technical Bid	21/12/2019, 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 MSE only)
Approx. no. of labor to be deployed on any one day	319 Nos. (However, this may vary depending upon requirement)

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 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 Finance department or MSE Certificate and Techno-commercial Bid (Annexure- I (A), I (B), II , III (A), III (B), III (C), IV, V) in one envelope (Envelope-1) marked as “**TECHNICAL BID**” and prices (Annexure-VI) in second envelope (Envelope-2) marked as “**PRICE BID**”. Both the envelopes must be contained in third envelope. **NIT number and date of opening of tender should be clearly displayed on all the envelopes.**

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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 V) enclosed with this NIT except for the price bid (i.e. Annexure-VI).
4. Price bid envelope should only contain price bid and should be clearly marked on the envelope as Price Bid under NIT Number FF:19: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. 10.94 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 withdraws his tender within the validity period of offer.
 - (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 Udyog Aadhaar along with the relevant Chartered Accountant certificate. One time EMD as per BHEL Woks Policy will also 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)
Dy. Mgr. (P&D/MSX)

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Annexure-II

(TECHNO-COMMERCIAL BID)

TENDER ENQUIRY NO. : FF:19: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: 21/12/2019 **up to 02:00 PM**

DATE OF OPENING: 21/12/2019 **at 2:00 PM**

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

EARNEST MONEY: Rs. 10.94 Lakhs (Demand Draft/ Pay order No./ Cash Receipt No.
Dated _____)

SPECIAL CONDITION FOR MSE:

“MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of valid Udyog Aadhaar. 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.

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Annexure-III (A)

COMMERCIAL TERMS AND CONDITIONS

- Contractor must provide an EMD of Rs. 10.94 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 withdraws his tender within the validity period of offer.
- 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 Udyog Aadhaar along with the relevant Chartered Accountant certificate. One time EMD as per BHEL Woks Policy will also be acceptable for this NIT.

- Validity of offer should be minimum 120 days from tender opening date. In case not mentioned in offer, 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 total man-days during the period will be approx. **1,40,360** for contract (RMX) labour.
- Total mandays are tentative (as mentioned in Tender Form / Tender Notice), however the contractor will engage the labours under mentioned (Skilled / Semi Skilled / Unskilled) categories as per requirement given to him from time to time by Management Services. Coordinating agency shall be MSX department for this tender.
- 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 (Initially work order shall be issued for one year. Based on the performance of 1st year, work order for 2nd year shall be issued).

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%.

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- 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.

8. (a) Successful tenderer has 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.
 - (v) 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.
 - (vi) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
 - (vii) Securities available from Indian Post offices Such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).
 - (v) EMD of the successful tenderer can be converted & adjusted against part of the security deposit required under the contract.
9. 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 the bonus amount (8.33% of the wages paid) due under the contract.
10. Successful Contractor 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)

In addition to the above, BHEL will pay premium to the contractor as finalized in this tender enquiry. (The 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.)

11. Contribution as per applicable rules - for the labour engaged - towards PF & ESI along with Company's Share shall be deposited by the contractor with the concerned government / statutory

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agencies. Contractors must also ensure deposition of GST to statutory authorities as applicable.

12. Contractor shall abide by

- a) Contract Labour Regulation & Abolition Act 1970,
- b) Minimum Wages Act,
- c) PF Act
- d) Bonus Act etc.

13. 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.

14. Contractor has to submit a certificate by 10th of every month to the effect that minimum wages have been paid.

15. 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) ESI, f) Bonus, g) Bank Payment Sheet etc

Contractor must produce the above records for inspection / checking as and when called by BHEL / statutory authorities.

16. Any liability/ loss arising on account of non - compliance to the applicable acts by the contractor will be passed on to the contractor.

17. Contractors are required to submit their offers in formats enclosed. (Part – I , Technical bid and Part – II price bid)

18. Contract will be awarded on the basis of lowest rate of commission (L-1) quoted.

19. In case, any two or more contractors quote the same rate then lottery will be drawn to select L-1 contractor. (Refer Clause No. 7 above)

20. 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. Rate of premium quoted beyond two decimal places will be ignored. If anyone quotes third or more decimal places, then third decimal digit or more digits will be ignored and only first two decimal digits will be considered for evaluation and payment.

21. Quoted premium rates shall remain fixed throughout the contract period, no PVC shall be applicable.

22. This contract is being done for assistance in different activities as per requirement. BHEL reserves the right to decrease quantity / terminate the contract at any time without assigning reasons thereof.

23. Contractors are required to have valid Labour Licenses, registrations with respect to PF, ESI, GST etc. throughout the period of contract.

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24. Contractor must submit self-attested photocopies of valid Registration of PF and ESI, GST Registration & latest income tax return (Assessment. Year 2019-20) along with their quotations.
25. In case of non-submission of any of the above documents pertaining to registration etc., the offer is liable to be rejected.
26. Contractor is required to depute personnel for supervision of work of the labours engaged by him.
27. Contractor will follow all labour laws.
28. All other Terms & Conditions of the Contract will be as per General Terms & Conditions and Legal Requirements enclosed herewith. The contract will be governed as per BHEL Works Policy.
29. In case the contractor makes default in the work or the contractor fails, to comply with any of the terms and condition of the contract or 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, action shall be taken as per prevailing guidelines. Contractors may refer Guidelines for Suspension of Business dealings with suppliers/ contractors on BHEL internet site.
30. 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.
31. Bill prepared by the contractor should be pre-numbered and must contain inter-alia GSTIN number, PAN number.
32. Payment of GST shall be made after verifying the deposit of GST at GSTN.
33. 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 (Initially work order shall be issued for one year. Based on the performance of 1st year, work order for 2nd year shall be issued).
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 Contracting agency / HR department of BHEL. Contractor will be eligible for getting compensation 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. Payment against the labour supplied shall be made to the contractor after recording the mandays supplied during the said period duly checked by department executive of CFFP/BHEL, verified by their reporting officer and agreed to by the contractor.
12. All payment will be subject to deduction of income tax/ other taxes as per extant rules.
13. 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.
14. Contractor shall give the undertaking to BHEL as per format shown at Annexure-IV

I / We agree with the above

For & on behalf of BHEL

Signature of the contractor with seal

Dy. Mgr. (P&D/MSX)

CFFP, BHEL – HARIDWAR Management Services Department	
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15. All participants in tender opening shall sign 'Tender Opening Register' for registering their presence.
16. Bonus shall be payable by the contractor as per minimum statutory limit prescribed in the Payment of Bonus Act or as decided by the BHEL Management.
17. Date of payment of Bonus shall be as per the advice of BHEL.
18. Leave Salary will be payable @ 1 day for every 20 days worked and will be payable at the end of every year of the contract period or as directed by BHEL.
19. 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.
20. Payment by transfer from bank account of the contractor to the bank account of the contract labour is mandatory.
21. 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.
22. 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 applicable acts and rules. The contractor shall be required to fill Injury Report and submit to the Shop Manager/ Engineer-in-charge of BHEL immediately and ensure due compliance of Workmen Compensation Act 1923 and Rules there under.
23. 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.
24. 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.
25. The contractor shall not sublet or transfer the contract or any part thereof to any other individual firm or company
26. 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

I / We agree with the above

For & on behalf of BHEL

Signature of the contractor with seal

Dy. Mgr. (P&D/MSX)

CFFP, BHEL – HARIDWAR Management Services Department	
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his employees including retrenchment compensation. However, payment to the contractor by BHEL shall be made only in accordance with terms and conditions of the contract.

27. 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.
28. 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.
29. 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.
30. The required mandays will be deployed by the contractor based on periodical requisition from MSX department considering total mandays at his disposal and the workmen required by BHEL during the tenure of the contract.
31. Penalty Clause: If during execution of the contract,
 - a) Penalty @ 5% per day (on wage rate) shall be applicable for non-completion of allocated work in time / default in providing required manpower.
 - 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.
32. 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.”

I / We agree with the above

For & on behalf of BHEL

Signature of the contractor with seal

Dy. Mgr. (P&D/MSX)

CFFP, BHEL – HARIDWAR Management Services Department	
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Annexure-III (C)

LEGAL REQUIREMENTS

1. Contractor employing 20 or more labour w.r.t this NIT, is required to obtain a valid labor license (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 ensure payment of wages to the contract labour employed by him latest by 7th of the following month.
3. All the statutory requirement under the
 - Minimum Wage Act 1948
 - Factories Act 1948
 - Payment of Wages Act 1936
 - EPF Act and Miscellaneous Provision (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.
4. 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:
 - (ii) Employment Card
 - (iii) Service Certificate
 - (iv) Wage Slip
 - (v) Muster Roll
 - (vi) Register of Wage
 - (vii) Register of Advance
 - (viii) Register of fine
 - (ix) Register of Overtime
 - (x) Register for damages & loss
 - (xi) Return to be sent by contractor to Licensing Officer
(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.

I / We agree with the above

For & on behalf of BHEL

Signature of the contractor with seal

Dy. Mgr. (P&D/MSX)

CFFP, BHEL – HARIDWAR Management Services Department	
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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.

5. The contractor will give seven paid festival holidays & three national holidays to his Contract Labours. 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.
6. 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.
7. The contractor will be liable to ensure that the contract labours arranged are more than 18 years old, 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.
8. 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.
9. 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.
10. Contractor has to obtain Valid Labour License from the labour department before the start of the contract (if the number of labours engaged by the contractor is more than 20).

I / We agree with the above

For & on behalf of BHEL

Signature of the contractor with seal

Dy. Mgr. (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. 2019-20 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

Dy. Mgr. (P&D/MSX)

CFFP, BHEL – HARIDWAR Management Services Department	
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Annexure-V

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

Dy. Mgr. (P&D/MSX)

CFFP, BHEL – HARIDWAR Management Services Department	
Work Area : CFFP	NIT No. & Date : <u>FF:19:MSX:RV:LS(RMX):01</u> ; 23/11/2019
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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

Dy. Mgr. (P&D/MSX)

CFFP, BHEL – HARIDWAR Management Services Department	
Work Area : CFFP	NIT No. & Date : <u>FF:19:MSX:RV:LS(RMX):01</u> ; 23/11/2019
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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.

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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

Dy. Mgr. (P&D/MSX)

CFFP, BHEL – HARIDWAR Management Services Department	
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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.

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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

Dy. Mgr. (P&D/MSX)

CFFP, BHEL – HARIDWAR Management Services Department	
Work Area : CFFP	NIT No. & Date : <u>FF:19:MSX:RV:LS(RMX):01</u> ; 23/11/2019
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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

Dy. Mgr. (P&D/MSX)

CFFP, BHEL – HARIDWAR Management Services Department	
Work Area : CFFP	NIT No. & Date : <u>FF:19:MSX:RV:LS(RMX):01</u> ; 23/11/2019
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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

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I / We agree with the above

For & on behalf of BHEL

Signature of the contractor with seal

Dy. Mgr. (P&D/MSX)

CFFP, BHEL – HARIDWAR Management Services Department	
Work Area : CFFP	NIT No. & Date : <u>FF:19:MSX:RV:LS(RMX):01</u> ; 23/11/2019
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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

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I / We agree with the above

For & on behalf of BHEL

Signature of the contractor with seal

Dy. Mgr. (P&D/MSX)

CFFP, BHEL – HARIDWAR Management Services Department	
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- 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

(Office Seal)

Place-----

Date-----

Witness: _____

(Name & Address)_____

For & On behalf of the Bidder/ Contractor

(Office Seal)

Witness: _____

(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

Dy. Mgr. (P&D/MSX)

CFFP, BHEL – HARIDWAR Management Services Department	
Work Area : CFFP	NIT No. & Date : FF:19:MSX:RV:LS(RMX):01; 23/11/2019
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Annexure-VI

Last date & time for submission of tender : 21/12/2019: 2.00 PM
 Date & time of tender opening : 21/12/2019: 2.00 PM
 Period of contract : Two years from the date of commencement of work
 (Initially work order shall be issued for one year. Based on the performance of 1st year, work order for 2nd year shall be issued).

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

Declared NIT Value: Rs. 10.93 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.	1,40,360%(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 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 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 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

For & on behalf of BHEL

Signature of the contractor with seal

Dy. Mgr. (P&D/MSX)