



Bharat Heavy Electricals Limited
Heavy Electrical Equipment Plant, Haridwar-249403
Works Engineering & Services
Works Contract Section
Tender Document

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

Tender Enquiry No.: BHEL/HEEP/WEX-WCS/19-20/2130/20190158-159 DT. 22.02.2020

Due date of Tender Opening (Part-1): 13.03.2020

Place of Submission of Tender / Bid:

Tender Room, Purchase Deptt., 4th floor, Main Administrative Building, BHEL, HEEP, Haridwar-249403 (Uttarakhand) upto 01:45 PM on 13.03.2020

Contact Persons:

1. Shiv Charan Meena, Manager(WEX-WCS)
Contact Address: WCS, ADM-4, BHEL (HEEP), Haridwar-249403
Email: shiv.charan@bhel.in
Phone: 01334-28-4137; Fax: 01334-226460
2. Tenzin Norsang ,DGM (WEX-WCS)
Contact Address: WCS, ADM-4, BHEL (HEEP), Haridwar-249403
Email:tenzin_n@bhel.in
Phone: 01334-28-1176; Fax: 01334-226460

Document downloaded from www.bhel.com/www.bhelhwr.co.in

Note: All corrigenda / addenda / amendments / time extensions / clarifications, etc. to the tender will be hosted on our website i.e. www.bhel.com/www.bhelhwr.co.in only and will not be published in any other media. Bidders should regularly visit above website to keep themselves updated.

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NIT No: BHEL/HEEP/WEX-WCS/19-20/2130/20190158-159 DT. 22.02.2020

Details of Tender Document

Name of Work: Supply of Contract Labor On Day to Day Basis for utilization as (Production Helpers) / (Sanitary workers) / (Office/Computer helpers) / (Cooks) / (Medical 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), IV, V, VI (A), VI (B), VI (C),VII & VIII)
- (4)Price Bid (Annexure-IX)
- (5)Certificate by Chartered Accountant (Annexure-X)
- (6)Integrity Pact (Annexure-XI)

General Instructions:

- Pre-Qualification Requirement (Annexure-I (A)) along with supporting documents, EMD in the form, as mentioned in Commercial terms and conditions (Clause-1), in favor of **Sr. Accounts Officer (Cash), BHEL-HEEP, Haridwar** or MSME Certificate with Annexure X (if applicable) , Techno-commercial Bid (Annexure-I (B) to Annexure VIII & Annexure-XI) shall be kept in one envelope super scribed as “Technical Bid” and Price Bid (Annexure-IX) 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*

In-charge, Tender Room, Purchase Deptt., 4th floor, Main Administrative Building, BHEL, HEEP, Haridwar-249403 (UK)

*and it should also contain the **Bidder address**.*

- Timely receipt of Tender to the in charge 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-VIII & Annexure-XI 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, as mentioned in Commercial terms and conditions (Clause-1), or MSME Certificate with Annexure X (if applicable) and Techno-commercial Bid (Annexure-II , III (A), III (B), IV, V, VI (A), VI (B), VI (C),VII , VIII & XI).*
 2. *Envelope-2 (Price Bid) shall contain Price Bid (Annexure-IX).*
 3. *Envelope-3 shall contain Envelope-1 & Envelope-2.*

I/We agree with the above

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Signature of Bidder with Stamp

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Details of Bid & Bidder (To be filled by bidder)

(a) Bidder Offer No.: _____ Date: _____

(b) Legal Name of the bidder as in GST registration: _____

(c) GST registration No. _____

(d) State _____

(e) Place of business _____

(f) Category of registration under GST (i.e. Registered dealer / Unregistered dealer/ dealer opted for Composition Scheme):

(g) Address of the Bidder: _____

PIN code: _____

(h) Contact No. of the Bidder: _____

(i) Email ID of Bidder: 1. _____

2. _____

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 ₹ 24.13 Lac.	
2.	<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 should be either of the following:</p> <p>Three similar completed works costing not less than the amount equal to ₹ 32.17 Lac each excluding taxes and duties. OR Two similar completed works costing not less than the amount equal to ₹ 40.22 Lac each excluding taxes and duties. OR One similar completed works costing not less than the amount equal to ₹ 64.35 Lac excluding taxes and duties.</p> <p>* Similar works means Work involving supply of Labour. For works successfully completed by bidder which involves (supply of material, tools & tackles also in addition to supply of labour) only 30% component of those work will be considered as work completed for meeting the criteria as above.</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. In case the work is carried out in BHEL, Haridwar, the Contract Details to be provided, performance will be internally arranged.</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>	

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3.	Solvency Certificate issued by scheduled bank within one year of the date of tender opening. (The contractor who has already submitted the Solvency certificate earlier need not submit a new certificate if the date of tender opening happen to be within one year of date of issue of the same. However self-attested the copy of the same should necessarily be submitted)	
4.	Bidder must submit proofs of following otherwise offer is liable to be rejected:	
4.1	PF Code No.	
4.2	ESI Code No	
4.3	Goods & Service Tax registration (in proper taxable service category)	
4.4	Income Tax PAN No.	
4.5	Labor License (else give undertaking to submit the same within 30 days of receipt of letter of intent).	
4.6	Tender Fees	
4.7	EMD	

Note:

1. The Contract shall be split in 13 parts as defined in the Annexure-III (B). The L1 contractor shall get the largest one part (depending upon the solvency) out of the 13 pre-defined parts of the contract. Rest 12 parts to be awarded to other contractors based on the scheme available in the Annexure-III (B) at L1 rates.
2. Self-attested and stamped copy of the supporting documents in support of point no. 1, 2, 3 & 4 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, and Goods & Service Tax number on the date of opening of the Technical bid are liable to be rejected.

I/We agree with the above

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Signature of Bidder with Stamp

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Annexure-I (B)

BHARAT HEAVY ELECTRICALS LIMITED, HEEP: RANIPUR, HARIDWAR

Tender Notice

NIT No: BHEL/HEEP/WEX-WCS/19-20/2130/20190158-159 DT. 22.02.2020

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 (Strike out whichever not applicable)	Supply of Contract Labor On Day to Day Basis for utilization as (Production Helpers) / (Sanitary workers) / (Office/Computer helpers) / (Cooks) / (Medical helpers) / (Drivers) / (Masonry/Carpentry helpers) etc.
NIT No & Date	BHEL/HEEP/WEX-WCS/19-20/2130/20190158-159 DT. 22.02.2020
Period of Work	12 Months
NIT Value	49.32 Crores
NIT Total Man-days (Nos.)	6,34,179 Man-days
Amount of Earnest Money Required	Rs.16,57,882/- (Exempted for valid MSME)
Last Date and Time of sale of tender	12.03.2020 up to 15:30 HRS
Last date and time of Receipt of Tender	13.03.2020 up to 13:45 HRS
Date & Time for opening of Technical Bid	13.03.2020 at 14:00 HRS
Place of Submission & opening of Tender	Tender Room, Purchase Deptt., 4th floor, Main Administrative Building, BHEL, HEEP, Haridwar-249403 (Uttarakhand)
Tender Cost	Rs. 500/- (Exempted for valid MSME and downloaded tender)
Maximum no. of labor to be deployed on any one day	(2577+31=2608) Nos.

Note:

1. Full set of Tender can be either downloaded from BHEL website (www.bhel.com/www.bhelhwr.co.in) or can be purchased from office of the undersigned on submission of proof of depositing the Tender cost at the BHEL Cash section. If downloaded Tender is used, tender fees is not required.
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 envelope. NIT number and date of opening of enquiry should be clearly displayed on all the envelopes.

I/We agree with the above

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Signature of Bidder with Stamp

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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-II to XI) enclosed with this NIT except for the price bid (i.e. Annexure-IX).
4. Price bid envelope should only contain price bid and should be clearly marked on the envelope as Price Bid under NIT Number: **BHEL/HEEP/WEX-WCS/19-20/2130/20190158-159 DT. 22.02.2020**
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, Goods and Service Tax number on the date of opening of the Technical bids are liable to be rejected.
7. EMD is acceptable in the form, as mentioned in Commercial terms and conditions (Clause-1), payable to “**Sr. Accounts Officer (Cash), BHEL-HEEP, Haridwar**”. Offer without original EMD at the time of tender opening will be rejected. 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 4th Floor of Main Administrative Building, HEEP, 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.

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Annexure-II

(TECHNO-COMMERCIAL BID)

TENDER ENQUIRY NO. : BHEL/HEEP/WEX-WCS/19-20/2130/20190158-159 DT. 22.02.2020

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

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

Last date for submission: 13.03.2020 upto 13:45 HRS

DATE OF OPENING: 13.03.2020 at 14:00 HRS

PLACE OF OPENING:

In-charge, Tender Room, Purchase Department, 4th floor, Main Administrative Building, BHEL, HEEP, Haridwar-249403 (Uttarakhand).

EARNEST MONEY: Rs.16,57,882/- (Mode of Deposit 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 -X 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. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer."

UAM need not required to be notarized or attested.

COMMERCIAL TERMS AND CONDITIONS:-

1. Earnest Money Deposit:

- a) EMD shall be ₹ 16,57,882/-.
- b) EMD shall not carry any interest.
- c) Modes of Deposit:

The EMD may be accepted only in the following forms:

- i) Cash deposit as permissible under the extant Income Tax Act (before tender opening).
- ii) Electronic Fund Transfer credited in BHEL account (before tender opening).
- iii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer).
- iv) Fixed Deposit Receipt (FDR) issued by Scheduled banks/Public Financial Institutions as defined in the companies Act. (FDR should be in the name of the contractor, a/c BHEL)

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

d). The EMD of bidder will be forfeited if:

- i) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
- ii) The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.

e). EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant “Guidelines on Suspension of business dealings with suppliers/ contractors” and forfeited/ released based on the action as determined under these guidelines.

f). EMD shall be refunded to all the unsuccessful bidders after award of work to successful bidders.

g). EMD of successful bidder will be retained as part of Security Deposit.

h). EMD deposited in any modes other than specified at (c) above shall lead to cancellation of the offer.

2. Prices shall be quoted on “Firm Price” basis only.

3. Offer of contractor shall be considered valid for **120** days from the date of opening of the tender wherein no specific validity is required under the Tender.

4. Security deposit:

(a) Security deposit shall be collected from the successful tenderer. The rate of security deposit will be 2.5% of the Contract Value. The security deposit shall be collected before start of the work by the contractor.

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

- (i) Cash (as permissible under the extant Income Tax Act)
- (ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.
- (iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
- (iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in

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the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)

- (v) 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).
 - (c) BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.
 - (d) The Security Deposit shall not carry any interest.
 - (e) EMD of the successful tenderer can be converted & adjusted against part of the security Deposit required under the contract.
 - (f) 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 2.5% of the bonus amount (8.33% of the wages paid) due under the contract.
- 5.** 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 in spite 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.
- 6.** 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).

7. Payment Terms:-

BHEL will release payment against clear and admissible running bills to be submitted based on joint measurement/ verification of attendance of contract labours supplied for the previous month.

All admissible running bills will be processed by BHEL and the admissible payment is released normally within 30 days provided:-

- a) All running bills are raised in prescribed format to BHEL along with daily attendance sheet, wage sheet and proofs of wage payment, deposit of statutory dues like PF, ESI etc.
- b) Bill prepared are pre-numbered and must contain inter-alia Goods & service tax registration number, PAN number and Goods & service tax category (as per Good & service tax act).
- c) Wage Payments to the Contract Labour supplied to BHEL is transferred from bank account of the contractor to the bank account of the individual contract labour.

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8. Taxation :-

- i) Applicable GST shall be paid by BHEL on submission of GST complied invoice under Goods and Service Tax Law.
- ii) Contractor to ensure compliance of GST law and rules applicable on supply involved in this tender and in the event of any non-compliance by contractor, implication of the same, if any, on BHEL shall be recovered.

9. Bonus :-

BHEL will advise Bonus amount to be paid to Contract Labour engaged by BHEL as per the provisions of the Payment of Bonus Act as amended from time to time and same shall be paid by prescribed date to all eligible contract labour engaged by BHEL. Reimbursement of same along with finalized Contractor's margin against this tender shall be billed to BHEL after providing proofs of such payment as outlined in clause of 'Payment Terms'.

10. Non Statutory Payments:-

BHEL may its discretion, notify additional payments other than Bonus to contract labours engaged by it, the amount so notified shall be paid to all eligible contract labours by prescribed date. Reimbursement of same along with finalized Contractor's margin against this tender shall be billed to BHEL after providing proofs of such payment as outlined in clause of 'Payment Terms'.

11. LD/ Penalty:-

In case of delay in deployment of required Contract Labours as per general terms and conditions (Clause no.37) placed on Annexure III (A) in Tender document, LD will be deducted @ 0.5% per week or part thereof on equivalent wages of contract labours supplied late, subject to a maximum of contractor's premium.

Equivalent wages for this purpose will be gross amount (i.e Basic wages +PF+ESI) payable to the contract labour for the delayed period.

12. GST Related terms:-

Bidder has to specify the following in their techno-commercial bid (part I bid in case of two part bid):

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

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b) HSN (*Harmonised System Nomenclature*) / SAC (*Service Accounting Code*), description of Goods/Services and applicable IGST / CGST / SGST rate and any other statutory levy, if any, for each item of Goods or Services.

II. a) Unregistered Dealer

Since in case of unregistered dealer, GST will have to be paid by BHEL under reverse charge mechanism, the same shall be added to the quoted price for evaluation bid.

b) Dealer opting for Composition Scheme

In case of registered dealer, who opt for composition scheme at the time of submission of bid, no GST will be payable to the bidder and also same will not be considered for evaluation of bid. Dealer has to declare in technical bid that no GST is shown separately in price bid. However, in case at the time of actual supply, the bidder charges GST at normal rate, the same shall be reimbursed subject to the availability of GST credit to BHEL. In case GST credit is not available to BHEL, no GST will be payable to the bidder.

III. Reimbursement of GST shall be made by BHEL-Haridwar on matching of Contractor inputs as mentioned below at GST portal and after ensuring of availability of input credit to BHEL, Haridwar. Hence, Contractor has to ensure compliance as follows-

- a) Timely raising & submission of GST compliant Invoices
- b) Timely receipt of Goods & Services
- c) Timely and correct payment of applicable GST by supplier/contractor
- d) Timely filing of return
- e) Compliance of other applicable provisions on supplier/contractor:

Contractor has to also give consent to accept payment of tax after such matching in all cases where bills are submitted directly to BHEL-Haridwar or through bank or under LC or through any other mode.

IV. In the event of any disallowance of input credit (including reversal of credit) or applicability of interest or arising of any other financial liability on BHEL-Haridwar due to any default of supplier/contractor under GST such as non/delayed receipt of Good/Services, delayed raising & submission of invoices, delayed payment of tax, non/wrong declaration of sale by Contractor in return etc. or any other reason not attributable to BHEL, such implication shall be to supplier's/contractor's account and will be deducted from bills.

V. In the event of any change in the status of the bidder after submission of the bid but before the supply/service, GST applicable at the time of supply/service or GST quoted in the bid, based on the registration status of the bidder, whichever is lower shall be payable.

VI. Statutory Variation in Taxes & duties as applicable at the time of supply shall be payable. However, in the event of no change in law but bidder quoting certain tax structure in bid document which is lower than the applicable one, such amount shall be the maximum amount of tax that can be claimed by bidder.

VII. In case of Liquidated damage (LD) recovery, the applicable GST shall also be recoverable from the suppliers.

VIII. As per the extant GST rules, as of now it is not mandatory to file returns immediately and ITC has been allowed on self-declaration. In view of the changed scenario, the payment of GST shall made to the contractors simultaneously with their work/services invoices. The Contractors / vendors shall need to submit the undertaking as per the following format before such GST

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payments. However in case the availability of ITC on self-declaration is discontinued at the time of submission of invoice then the clause II above shall be applicable.

Certificate of Goods and Service to be furnished by Contractor with each bill / invoice

We hereby undertake that:

1. Goods and Service Tax charged in the following Invoices / Bill Numbers are in compliance with the provision of GST Act & Rules prevailing thereon:

Sl.No	PO No / Work Order	Invoice No	Invoice date	GST Amount

2. Goods and Service Tax charged in the Bill / Invoice shall be paid by us within due time.
3. Any liability due to any delay / default in payment of GST, return filling or any other NON-compliance under GST Law / Rules, shall be to our account.
4. In the event of any non-compliance on our part, We indemnify BHEL for any financial burden / loss on account of GST / interest / penalty.
5. We give our consent to BHEL to recover any such financial burden if arises on BHEL due to any non-compliance from any outstanding bills. In the event of Nil outstanding, same shall be paid by us to BHEL.
6. In the event of any such default, we agree BHEL to pay all future GST reimbursement after verification of GST compliance under the law.
7. We understand that this arrangement shall be valid till the credit of Input Tax Credit (ITC) is available without online validation or further amendment if any affecting admissibility of ITC to BHEL.

Signature of Authorized Signatory (with seal)
GST No:

- IX. The provisional GST registration number of Bharat Heavy Electrical Ltd, Heavy Electricals Equipment Plant, Ranipur, Haridwar is “05AAACB4146P1ZL” with state Code as “05” and State Name as “Uttarakhand”.

GENERAL TERMS AND CONDITIONS

1. The duration of the contract shall be 12 Months.
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 thereof.
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. However, power of attorney will not be accepted from proprietorships.
11. The scheme of award of work shall be as per special terms and conditions Annexure III (B).
12. A measurement shall be recorded in measurement book maintained by the authorized representative of BHEL based on attendance of the labour supplied by the contractor. These entries will be countersigned by the contractor or his duly authorized representative.
13. Payment against the labour supplied shall be made to the contractor after recording the mandays supplied during the period in the measurement book. Such measurements shall be duly checked by Supervisor/ executive of BHEL, verified by their reporting officer and agreed to by the contractor.
14. All payment will be subject to deduction of income tax/ other taxes as per extant rules.
15. 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.

16. Premium quoted at par or below will not be accepted. Premium quoted will be considered up to 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.
17. Contractor shall give the undertaking to BHEL as per format shown at **Annexure-V**.
18. All participants in tender opening shall sign ‘Tender Opening Register’ as a token of their presence.
19. Details of Registration process shall be done by concerned dealing officer and also by filling the form of Contract Details as per **Annexure-VI(A)**, and form for Contractor details (to be filled by Contractor) as per **Annexure-VI(B) & VI(C)**.
20. The Declaration of Payment Certificate shall be submitted by contractor as per **Annexure-VII**.
21. 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.
22. Date of payment of Bonus shall be as per the advice of BHEL.
23. Leave Salary will be payable @ 1 day for every 20 days worked and will be payable at the end of the contract period.
24. 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.
25. Payment by transfer from bank account of the contractor to the bank account of the contract labour shall be preferred. However in case the payment is made in cash, specific approval from BHEL (not below AGM of concerned dept.) will be required. Such cash payments shall be verified by the departmental coordinator with his name and designation with the following certificate on the payment sheet: Certified that the amount shown in column no “.....” has been paid to the workmen concerned in my presence on “.....”.
26. 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.
27. 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 immediately and ensure due compliance of Workmen Compensation Act 1923 and Rules there under.
28. The contractor shall ensure that his workers 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 later shall be binding on the contractor unless the statutory provisions are more stringent.

Name of work: "Supply of Contract Labor On Day to Day Basis for utilization as (Production Helpers) / (Sanitary workers) / (Office/Computer helpers) / (Cooks) / (Medical helpers) / (Drivers) / (Masonry/Carpentry helpers) etc."
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29. Self-attested copies of the required documents as mentioned (in **Annexure-IV** 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.
30. The contractor shall deposit the statutory dues within the prescribed period and shall submit the proof of such payments to BHEL by 15th of every month.
31. The contractor shall not sublet or transfer the contract or any part thereof to any other individual firm or company.
32. 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.
33. 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.
34. In case any recoveries are made (**under clause 10 of Annexure-IV**) 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.
35. Contracting department will inform the contractor about the anticipated mandays required under various activities (like fitting, machining, welding, etc.) and specify the maximum number of workmen required against each activity on any day of the contract period.
36. It must be ensured that no workmen is deployed on any job without the valid employment card of the contractor for the specific work order.
37. **The required mandays will be deployed in any work area/department 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.**
38. The contract period for labor contracts shall be for twelve months.
39. 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.”

Name of work: “Supply of Contract Labor On Day to Day Basis for utilization as (Production Helpers) / (Sanitary workers) / (Office/Computer helpers) / (Cooks) / (Medical helpers) / (Drivers) / (Masonry/Carpentry helpers) etc.”
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40. As a matter of administrative ease, the contractor should make all disbursements to his workmen through their bank accounts.
41. Quantity of Mandays declared is tentative and actual requirement shall be on the basis of day to day needs. Requirement may be for all the 7 days of week in any shift (i.e. A, B & C) with weekly holiday as per rules.
42. Contractor may have to deploy the contract labors at any location as if required by BHEL. However it will be within the overall contract value.
43. For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017, 28.05.2018 & 29.05.2019 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/ PO/WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and / or local content in respect of this procurement, same shall be applicable.
44. Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else shall be liable for rejection.
45. Bidders shall submit Integrity Pact Agreement (Duly signed by authorized signatory who signs in the offer), if applicable, along with techno-commercial bid. This pact shall be considered as a preliminary qualification for further participation. **The names and other details of Independent External Monitor (IEM) for the subject tender is as given below:**

Integrity Pact (IP)

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

SI	IEM	Address	Phone & Email
1.	Shri Arun Chandra Verma, IPS (Retd.)	Flat No. C -1204, C Tower, Amrapali, Platinum Complex, Sector 119, Noida (U.P.)	acverma1@gmail.com
2.	Shri Virendra Bahadur Singh, IPS (Retd.)	H. No. B-5/64, Vineet Khand, Gomti Nagar, Lucknow - 226010	vbsinghips@gmail.com

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

Name of work: “Supply of Contract Labor On Day to Day Basis for utilization as (Production Helpers) / (Sanitary workers) / (Office/Computer helpers) / (Cooks) / (Medical helpers) / (Drivers) / (Masonry/Carpentry helpers) etc.”
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iii) Please refer Section-8 of the IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to the above IEM. All correspondence with the IEM shall be done through email only.

Note:

No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications or any other administrative queries, etc on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department’s officials whose contact details are as per Cover note.

SPECIAL TERMS AND CONDITIONS

Table-1

Part	Estimated average Manpower per day	Constituent Parts or Sub-Parts	Minimum required Solvency after multiplying solvency of the bidder by 12 (in Rs. Lacs.)
P1	339	260+79	821.59
P2	289	205+84	696.30
P3	284	3+154+127	649.87
P4	268	268	635.53
P5	254	2+12+11+1+27+21+4+164+12	552.26
P6	161	11+21+7+4+75+5+2+3+4+1+25+3	388.17
P7	149	149	349.15
P8	95	95	226.06
P9	61	50+11	146.55
P10	60	48+12	144.95
P11	55	55	130.92
P12	47	47	112.22
P13	31	31	79.72

1. The Contract has been divided into 13 parts as per the table-1 above.
2. In the course of tender evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders.
In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s).
Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.
3. After identification of L1 contractor, all the eligible contractors will be categorised from L1 to Ln bidder (Ln will be the bidder who quoted highest rate) on basis of their quoted rates in ascending order. In case of equal rates quoted at the level (other than L1), lottery shall be drawn among all the contractors having quoted equal rates to decide their status. This list shall be referred for award of work.
4. Contractor will be eligible only for those pre-defined parts of the work for which his submitted solvency multiplied by 12 is higher than the estimated cost of that part of work.
5. Bidder will not be allowed to submit revised solvency certificate after tender opening.
6. (a) L1 Contractor will be awarded the highest part of the work out of the pre-defined 13 parts for which he is eligible subject to his submitted solvency limit. Thereafter L2 contractor and so on will be offered the highest part from the remaining portions of the work at L1 rates subject to their solvency limits.

Name of work: “Supply of Contract Labor On Day to Day Basis for utilization as (Production Helpers) / (Sanitary workers) / (Office/Computer helpers) / (Cooks) / (Medical helpers) / (Drivers) / (Masonry/Carpentry helpers) etc.”
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- (b) The offer to accept the work as per solvency limit for the highest portion of the remaining parts will be provided based on the priority drawn up in (3) above.
 - (c) L1 to Ln will be offered the parts of the work as per above. In case any of the eligible bidder declines to accept the offered work at L1 rates, the criteria for award of work will shift to the next eligible bidder and so on.
 - (d) Bidders who have declined to accept work at L1 rates in the earlier rounds of offering work shall not be considered in the subsequent offering of work.
 - (e) In case some of the parts of work are not accepted by L1 to Ln bidders or could not be offered due to solvency constraints, the work will again be offered in the same sequence from L1 to Ln bidders for the remaining portions of work subject to solvency limit & provided they have earlier not declined to accept the work at L1 rates. During the second time sequencing of offering the work from L1 to Ln bidders, BHEL will reserve the right to offer work up to 10% excess of the declared solvency of the contractors in case the solvency of eligible & interested bidders is insufficient to meet the requirement of the tender.
 - (f) During the third time sequencing of offering work from L1 to Ln bidders, in case the solvency or remaining solvency of the eligible contractors after providing for provision of 10% excess is insufficient to take up any of the 13 parts of work, the concerned part of work will be sub-divided into its pre-defined constituent parts of work to utilise the remaining solvency (including 10% excess) of the eligible contractors.
 - (g) In case a part or sub-part of the work could not be allotted to any contractor at L1 rates in the third sequencing of offering due to non-acceptance of work by Bidder or due to insufficient solvency at L1 rates, the balance work will be offered to L1 contractor in addition to the initially offered work without taking any cognisance of the solvency of the L1 contractor. In case contractor is unable to pay the labour, labour payment will be made by BHEL through contractor; in such circumstances the contractor will be paid half of his offered L1 premium rates on pro-rata basis.
 - (h) BHEL will reserve the right to screen the man-power offered by the contractor to select the labour which meets the location and/ or work wise requirements of the work to be carried out.
7. Solvency limit of the contractor for second or third round of sequencing shall be obtained after subtracting the solvency of the part which has been allotted to the said contractor in the first round and so on.

Annexure-IV

LEGAL REQUIREMENTS

1. Every contractor employing 20 or more workmen for a specific work to be done w.r.t particular NIT, is required to obtain a valid Labour 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, with a copy to HR and Finance.
2. The contractor shall pay wages to the workmen 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, Goods & Service Tax 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

1.	Employment Card	Form No. XII (Rule 76)
2.	Service Certificate	Form No. VIII (Rule 77)
3.	Wage Slip	Form No. XIX (Rule 78) (1) (b)
4.	Register of Workmen Employed by Contractor:/Employee Register	Form -A (Rule 75)
5.	Muster Roll/Attendance Register	Form-. D (Rule 78) (1) (a) (i)
6.	Register of Wage/Wage Register	Form –B (Rule78) (1) (a) (i)
7.	Register of Loan/Recoveries	Form -C (Rule 78) (1) (a) (ii)
8.	Online Unified Annual Return as applicable under Rule 82(1) & 82(2) of the Contract Labour (R&A) Central Rules, 1971	To be filled in Shram Suvidha Portal of the Central Government in the Ministry of Labour and Employment

(Formats of the above registers/Forms as prescribed in Contract Labour (R&A) Central Rules, 1971, Ease of Compliance to maintain Register Under various Labour Law Rule ,2016 and Rationalization of Forms and Report under certain Labour law Rules -2017.)

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.

I/We agree with the above

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Signature of Bidder with Stamp

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

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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 plus three national holidays to his Contract Labour. However, the workmen can avail this benefit only when they are present for duty on preceding and 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 as per **Annexure-VIII**, 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.
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 Goods & service tax department in relevant category i.e. for supply of labourers. The contractor shall also submit their PAN based goods & service tax number within one month from the award of the contract.
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.

Name of work: "Supply of Contract Labor On Day to Day Basis for utilization as (Production Helpers) / (Sanitary workers) / (Office/Computer helpers) / (Cooks) / (Medical helpers) / (Drivers) / (Masonry/Carpentry helpers) etc."
NIT No: BHEL/HEEP/WEX-WCS/19-20/2130/20190158-159 DT. 22.02.2020

Annexure-V

UNDERTAKING (BY CONTRACTOR)

1.	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 to. I/we have read BHEL General Conditions of Contract and agree to abide by the same.
2.	I/ We shall abide by and fulfill the requirement of all the statutory obligations in respect of EPF, ESI, labour licence 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.
3.	I/ We shall abide by Goods & Service Tax Act/ Rules as applicable.
4.	I/ We agree to provide the number of workmen as per the requirement of BHEL subject to the maximum as mentioned in the contract.
5.	I/ We shall provide duly signed employment card/ identity with photograph to the workmen supplied under the contract.
6.	I/ We shall ensure payment of ESI, PF, income tax, Goods & service tax and all other statutory duties and taxes leviable against the contract/ payment to the workmen.
7.	I/ We shall pay BHEL prescribed wages as applicable from time to time including leave with wages to the workmen as per rules/ act.
8.	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.
9.	I/ We shall maintain valid labour licence throughout the period of contract.
10.	Details of Tender cost deposited Reference No. of Cash Receipt
11.	Details of earnest money enclosed with the offer is as under: a) Amount b) (i) Cash Receipt No. Date..... (ii) Demand draft No. Date.....Bank.....
12.	PF No. ESI No. Goods & Service Tax No.

I/We agree with the above

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Signature of Bidder with Stamp

Name of work: "Supply of Contract Labor On Day to Day Basis for utilization as (Production Helpers) / (Sanitary workers) / (Office/Computer helpers) / (Cooks) / (Medical helpers) / (Drivers) / (Masonry/Carpentry helpers) etc."
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Annexure-VI (A)

CONTRACT DETAILS
(To be filled by Dealing Officer)

1.	DRO area
2.	Department
3.	Section
4.	Name of firm to whom contract is awarded
5.	Address of firm
6.	Name of contractor
7.	Contractor's supervisor format enclosed (yes/no)
8.	Estimated duration of contract
a)	Contract starting date (proposed)
b)	Contract (completion date expected)
9	Total value of contract
10.	No. Of contract labour estimated to be engaged
11.	Type of contract (RMX/Coded)
12.	Activities to be performed in the contract
13.	Award date
14.	Award letter no.(copy enclosed)
15.	Name of dealing officer

KINDLY NOTE:

1. The Dealing Officer will be the employer representative and responsible for verification for minimum wages, PF, ESI, & other payments.
2. Contract will be registered only when:
 - a) Latest return of Provident Fund i.e. Form-3A & 6A due and E.S.I. due have been submitted.
 - b) Provident Fund slip is distributed of previous financial year
 - c) All monthly bill will be routed through HR and Contractor has to submit copy of Challan of PF, ESI, with copy of Form-12,14,16,17 duly filled and checked and verified by the Contract dealing officer
 - d) General Terms and Condition regarding Labour Laws are signed and accepted by the Contractor.

DECLARATION

I hereby declare that the statement given above is correct to the best of my knowledge and belief. I also undertake to intimate changes if any, promptly to the Contract Labour Cell as soon as such changes takes place.

Date: Place:

(Signature of Dealing Officer)

(with Seal)

Name:

Designation:

Staff No:

Mobile No:

Phone No:

(NOT TO BE FILLED AT THE TENDER STAGE)

I/We agree with the above

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Signature of Bidder with Stamp

Name of work: “Supply of Contract Labor On Day to Day Basis for utilization as (Production Helpers) / (Sanitary workers) / (Office/Computer helpers) / (Cooks) / (Medical helpers) / (Drivers) / (Masonry/Carpentry helpers) etc.”
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Annexure-VI (B)

CONTRACT DETAILS (To be filled by Contractor)

1.	Name of the firm
2.	Name of contractor
3.	Address of the contractor
4.	Mobile no.
5.	Provident fund code no. (copy enclosed)
6.	E.S.I. code no. (copy enclosed)
7.	C.R.P.A.C no.
8.	Labour license no (copy enclosed)
9.	Validity period of license
10.	Labour license quantity
11.	PF return 3a submitted for the period upto (copy duly received by pf authorities enclosed)
12.	PF return 6a submitted for the period upto (copy duly received by pf authorities enclosed)
13.	ESI return form-6 submitted for the period upto (copy duly received by ESI authorities enclosed)
14.	Provident fund slip distributed up to the period

CONTRACTOR NOMINEE DETAILS

1.	Contractor nominee name
2.	Address
3.	Mobile no.

DECLARATION

I hereby declare that, I will be responsible for all dues in absence of Contractor for any reason.

Date:

Place:

(Signature of Contractor's Nominee)

KINDLY NOTE:

1. Nominee of Contractor will be responsible for all dues to contract labours and other authorities in absence of Contractor for any reason
2. Contract will be registered only when:
 - a) Latest return of Provident Fund i.e. Form-3A and 6A due and E.S.I. due have been submitted.
 - b) Provident Fund slip is distributed of previous financial year
 - c) All monthly bills will be routed through HR and Contractor has to submit copy of Challans of PF, ESI, with copy of
Form-12, 14, 16, 17 duly filled and checked and verified by the Contract dealing officer
 - d) General Terms and Conditions regarding Labour Laws are signed and accepted by the Contractor. Contractor will
ensure that all contract labours engaged by him should use all safety equipment during working hours.

I/We agree with the above

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Signature of Bidder with Stamp

Name of work: “Supply of Contract Labor On Day to Day Basis for utilization as (Production Helpers) / (Sanitary workers) / (Office/Computer helpers) / (Cooks) / (Medical helpers) / (Drivers) / (Masonry/Carpentry helpers) etc.”
NIT No: BHEL/HEEP/WEX-WCS/19-20/2130/20190158-159 DT. 22.02.2020

DECLARATION

I hereby declare that the statement given above is correct to the best of my knowledge and belief. I also undertake to intimate changes if any, promptly to the Contract Labour Cell as soon as such changes takes place. I also declare that I have read and understood the General Terms and conditions related to Labour Laws, and will comply all the provision.

Date:

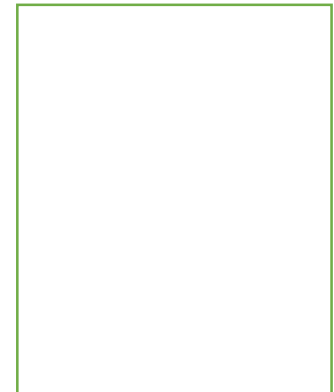
Place:

(Signature of Contractor with Seal)

(NOT TO BE FILLED AT THE TENDER STAGE)

Details of Contractor’s Supervisor

1. Name of Contractor :
2. Name of Firm :
3. Contractor’s Address :
4. Phone number :
5. Contract Registration number :
6. Contract duration :
7. Contracting Department & area :
8. Name of Contractor’s Supervisor :
9. Address of Supervisor :
10. Phone number :
11. Signature of Supervisor :
12. Photograph of Supervisor :



Date:

Signature of Contractor with seal.

Place:

(NOT TO BE FILLED AT THE TENDER STAGE)

Annexure-VII

PAYMENT CERTIFICATE FOR THE MONTH OF _____ DECLARATION

(To be filled by the Contractor)

1. *I hereby certify that, I as a Contractor of _____ (DRO/Department/Section) Contract Registration No. _____ have made payment to all Contract labour engaged by me in presence of Shri. _____ (Dealing officer) the Authorized Representative of _____ ((DRO/Department/Section) on _____ (Date of Payment) for _____ numbers employees (Skilled _____ no., Semi Skilled _____ no. and Unskilled _____ no.) amounting to Rs _____ after deduction of P.F,E.S.I, and PF loan etc. which is equal to the minimum wages as notified by the State Government.

OR

*I hereby certify that the amount shown in wage register/ sheet has been paid to the workman engaged by me in Contract Registration no. _____ through transfer to the respective bank account of the workmen duly certified by the bank (certified copy enclosed).

*(strikeout whichever is not applicable)

2. The necessary Payment register, Attendance register, Leave register, Provident Fund book and other register under labour Laws and other relevant record have been maintained by me and available for inspection at any time.
3. It is certified that PF challan/ESI challan of the amount _____ and _____ pertain to no. _____ workers whose names are appearing in the wage sheet of the month _____ and those workers are engaged in _____ (Type of works) against Contract Registration no. _____ in _____ (Name of Department)
4. No payment is due/ outstanding to any contract labour engaged by me in respect of the aforesaid Contract up-to the period _____.
5. Wage slip has been given to the worker.
6. Age correctness of each workman has been checked by me and contribution of PF/ ESI for the month of _____ with respect to the age is verified as correct.
7. No minor has been deployed during the month as per the Register of Adult Workers maintained by me.

Date:

Place:

(Signature of Contractor with Seal)

DECLARATION

(To be filled by the Dealing Officer)

*I hereby certify that the amount shown in wage register/ sheet has been paid to the workman engaged by the Contractors in Contract Registration no. _____ in my presence on _____ (Date) at _____ (Place). I have also checked and verified all the registers maintained by the Contractor.

OR

*I hereby certify that the amount shown in wage register/ sheet has been paid to the workman engaged by the Contractors in Contract Registration no. _____ through transfer to the respective bank account of the workmen duly certified by the bank (certified copy enclosed). I have also checked and verified all the registers maintained by the Contractor.

*(strikeout whichever is not applicable)

I/We agree with the above

Signature of Bidder with Stamp

Name of work: “Supply of Contract Labor On Day to Day Basis for utilization as (Production Helpers) / (Sanitary workers) / (Office/Computer helpers) / (Cooks) / (Medical helpers) / (Drivers) / (Masonry/Carpentry helpers) etc.”
NIT No: BHEL/HEEP/WEX-WCS/19-20/2130/20190158-159 DT. 22.02.2020

Date:

Place:

(Signature of Dealing Officer with Seal)

Name:

Designation:

Staff No:

Mobile No:

Phone No:

Checked & Verified by

(Signature of HR Representative)

Name:

Designation:

(Signature of Finance Representative)

Name:

Designation:

(NOT TO BE FILLED AT THE TENDER STAGE)

Name of work: “Supply of Contract Labor On Day to Day Basis for utilization as (Production Helpers) / (Sanitary workers) / (Office/Computer helpers) / (Cooks) / (Medical helpers) / (Drivers) / (Masonry/Carpentry helpers) etc.”
NIT No: BHEL/HEEP/WEX-WCS/19-20/2130/20190158-159 DT. 22.02.2020

Annexure-VIII

EMPLOYMENT CARD			SELF ATTESTED PASSPORT SIZE RESENT COLOUR PHOTOGRAPH
1	NAME OF CONTRACTOR		
2	ADDRESS OF CONTRACTOR		
3	NAME AND ADDRESS OF ESTABLISHMENT IN/UNDER WHICH CONTRACT IS CARRIED ON		
4	NAME AND ADDRESS OF PRINCIPAL EMPLOYER		
5	DEPARTMENT WHERE WORK IS BEING EXECUTED		
6	NATURE OF WORK		
7	LOCATION OF WORK		
8	NAME OF THE WORKMAN		
9	FATHER'S NAME		
10	DATE OF BIRTH		
11	PERMANENT ADDRESS		
12	PRESENT ADDRESS		
13	IDENTIFICATION MARK OF CONTRACT LABOUR		
14	PF NO		
15	ESI NO		
16	SERIAL NUMBER IN THE REGISTER OF WORKMEN EMPLOYED		
17	NATURE OF EMPLOYMENT / DESIGNATION	Purely temporary, based on day to day requirement	
18	WAGE RATE (WITH PARTICULARS OF UNIT IN CASE OF PIECE WORK)		
19	WAGE PERIOD		
20	TENURE OF EMPLOYMENT	FROM _____ TO _____	
21	REMARKS		

(NOT TO BE FILLED AT THE TENDER STAGE)

I/We agree with the above

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Signature of Bidder with Stamp

Annexure-X

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

BHEL-IP

AA:SSP:IP:R02 dtd 10.07.2018

Annexure-XI

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

_____. 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.

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:

Page 1 of 5

BHEL-IP

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

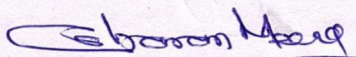
Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process 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

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BHEL-IP

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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 declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 - Equal treatment of all Bidders/ Contractors / Sub-contractors

6.1 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors. In case of sub-contracting, the Principal contractor shall be responsible for the adoption of IP by his sub-contractors and shall continue to remain responsible for any default by his sub-contractors.

6.2 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 /Subcontractors

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

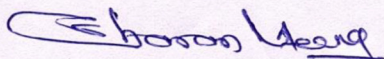
Section 8 - Independent External Monitor(s)

8.1 The Principal appoints competent and credible 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.

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 in line with Non- disclosure agreement.

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.



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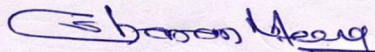
- 8.5 The role of IEMs is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter should be examined by the full panel of IEMs jointly as far as possible, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to CMD, BHEL, at the earliest. They may also send their report directly to the CVO and the Commission, in case of suspicion of serious irregularities requiring legal/ administrative action. IEMs will tender their advice on the complaints within 10 days as far as possible.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.9 IEM should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the organization should be looked into by the CVO of the concerned organisation.
- 8.10 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code/ Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.
- 8.12 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

- 9.1 This Pact shall be operative from the date IP is signed by both the parties till the final completion of contract for successful bidder and for all other bidders 6 months after the contract has been awarded. Issues like warranty / guarantee etc. should be outside the purview of IEMs.
- 9.2 If any claim is made/ lodged during currency of IP, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

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.



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Name of work: "Supply of Contract Labor On Day to Day Basis for utilization as (Production Helpers) / (Sanitary workers) / (Office/Computer helpers) / (Cooks) / (Medical helpers) / (Drivers) / (Masonry/Carpentry helpers) etc."
NIT No: BHEL/HEEP/WEX-WCS/19-20/2130/20190158-159 DT. 22.02.2020

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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 to 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.

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-----

For & On behalf of the Bidder/

Contractor

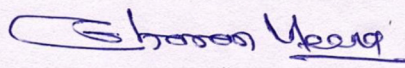
(Office Seal)

Witness:-----

(Name & Address) -----

Witness:-----

(Name & Address) -----


(SHIV CHARAN MEENA)
MANAGER/BHEL
WEX-WCS

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I/We agree with the above

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Signature of Bidder with Stamp

Name of work: “Supply of Contract Labor On Day to Day Basis for utilization as (Production Helpers) / (Sanitary workers) / (Office/Computer helpers) / (Cooks) / (Medical helpers) / (Drivers) / (Masonry/Carpentry helpers) etc.”
NIT No: BHEL/HEEP/WEX-WCS/19-20/2130/20190158-159 DT. 22.02.2020

UN-PRICED -PRICE BID

(BLANK PRICE-BID FORMAT)

(Not to be filled. However this is to be signed and submitted with Techno-commercial Bid)

Tender Notice No.: BHEL/HEEP/WEX-WCS/19-20/2130/20190158-159 DT. 22.02.2020

Declared NIT Value : **Rs. 49.32** Crores
Period of work : 12 Months
Earnest Money : Rs. 16,57,882/-
Tender Cost : Rs. 500/-
Date & Time for Opening of Technical Bid : 13.03.2020 at 02:00 PM

Description of Work	Total No. of Mandays	Premium Quoted in % (This premium will be payable on all elements under this contract excluding Admin Charges of PF & Goods & Service Tax)
Supply of Contract Labor On Day to Day Basis for utilization as (Production Helpers) / (Sanitary workers) / (Office/Computer helpers) / (Cooks) / (Medical helpers) / (Drivers) / (Masonry/Carpentry helpers) etc.	6,34,179	(In Figure) XXXXX % (In Words) XXXXX Percent

- 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.
- Premium quoted beyond one decimal will be ignored. For example in case somebody quotes 1.19%, it will be regarded 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).
- In the course of tender evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders.
In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s).
Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.
- Goods & Service Tax will be reimbursable as per the extant act and rules.

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 all its requirement under the quoted rates.

I/We agree with the above

Page **36** of **38**

Signature of Bidder with Stamp

Name of work: “Supply of Contract Labor On Day to Day Basis for utilization as (Production Helpers) / (Sanitary workers) / (Office/Computer helpers) / (Cooks) / (Medical helpers) / (Drivers) / (Masonry/Carpentry helpers) etc.”
NIT No: BHEL/HEEP/WEX-WCS/19-20/2130/20190158-159 DT. 22.02.2020

Acceptance/ No Deviation Certificate

Notwithstanding anything mentioned in our bid, we hereby accept all terms and conditions of the above tender. Or we hereby accept all terms and conditions of the above tender except the following: (Give reference to Clause Nos. of Terms & Conditions which is not acceptable)

- 1.
- 2.

Note: Any deviation specified elsewhere in the tender shall not be considered. Deviations may or may not be accepted by BHEL.

Name of work: "Supply of Contract Labor On Day to Day Basis for utilization as (Production Helpers) / (Sanitary workers) / (Office/Computer helpers) / (Cooks) / (Medical helpers) / (Drivers) / (Masonry/Carpentry helpers) etc."
NIT No: BHEL/HEEP/WEX-WCS/19-20/2130/20190158-159 DT. 22.02.2020

Annexure-IX

PRICE BID

Tender Notice No.: BHEL/HEEP/WEX-WCS/19-20/2130/20190158-159 DT. 22.02.2020

Declared NIT Value : **Rs. 49.32 Crores**
Period of work : 12 Months
Earnest Money : Rs. 16,57,882/-
Tender Cost : Rs. 500/-
Date & Time for Opening of Technical Bid : 13.03.2020 at 02:00 PM

Description of Work	Total No. of Mandays	Premium Quoted in % (This premium will be payable on all elements under this contract excluding Admin Charges of PF & Goods & Service Tax)
Supply of Contract Labor On Day to Day Basis for utilization as (Production Helpers) / (Sanitary workers) / (Office/Computer helpers) / (Cooks) / (Medical helpers) / (Drivers) / (Masonry/Carpentry helpers) etc.	6,34,179	(In Figure) _____ % (In Words) _____ Percent

- 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.
- Premium quoted beyond one decimal will be ignored. For example in case somebody quotes 1.19%, it will be regarded 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).
- In the course of tender evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders.
In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s).
Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.
- Goods & Service Tax will be reimbursable as per the extant act and rules.

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 all its requirement under the quoted rates.

I/We agree with the above

Page **38** of **38**

Signature of Bidder with Stamp