



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

Tender Document

Name of Work: Supply of Manpower for Medical Department for Assisting Various Paramedical Specializations.
Tender Enquiry No.: BHEL/HEEP/WEX-WCS/19-20/7029/20190157 DT 19.02.2020
Due date of Tender Opening: 06.03.2020
Type of Bid: Two Part

Place of Submission of Tender / Bid:

***“Tender Room, Purchase Deptt., 4th floor,
Main Administrative Building, HEEP
BHEL Haridwar-249403 (Uttarakhand)”***

Contact Person: Akhilesh Kumar, Dy.Manager

Contact Address: WCS, ADM-4, BHEL (HEEP), Haridwar-249403

Email: tenzin_n@bhel.in : akhil09@bhel.in, saurabhchandra@bhel.in

Phone: 01334-28-5491/1176; 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 to the tender will be hosted on our website i.e. www.bhel.com/www.bhelhwr.co.in only and will not be published in any other media.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.

I/We agree with the above

Signature of Bidder/Contractor with Stamp

Details of Tender Document

The Tender document has been detailed as follows:

Part-I (TECHNO-COMMERCIAL BID)

1. Notice Inviting Tender (NIT)
2. General Instructions to Tenderer
3. General Terms & Conditions of Tender
4. Pre-Qualification Criteria(Annexure-IA)
5. Scope of Work
6. Bill of Quantity
7. Technical Terms & Condition
8. Annexure I-B
9. Annexure-II
10. Special Terms & Condition(Annexure-III)
11. Legal Requirements (Annexure-IV)
12. Undertaking(Annexure-V)
13. Contractor Detail (Annexure-VIA, VIB, VIC, VID),
14. Declaration for Monthly Payment (Annexure-VII)
15. Employment Card((Annexure-VIII))
16. Certificate of EM-II(Annexure-IX)
17. Integrity Pact(Annexure-X)
18. Un-Priced Bid

Part-II (PRICE BID)

1. Price Bid

I/We agree with the above

Signature of Bidder/Contractor with Stamp



NOTICE FOR TENDER (NIT)

BHARAT HEAVY ELECTRICAL LIMITED
HEEP, Haridwar-249403 (UTTARAKHAND)

Name of Dept	Works Engineering & Services (Works Contract Section)		
Phone	01334-285491	Fax	01334-226460
Email Address	tenzin_n@bhel.in, akhil09@bhel.in, saurabhchandra@bhel.in		
Contact Person	Akhilesh Kumar		
NIT Key.	20190157	Dated	19.02.2020
NIT No.	BHEL/HEEP/WEX-WCS/19-20/7029/20190157 DT 19.02.2020		
NIT No. on www.bhel.com			
NIT No. on www.bhelhwr.co.in			
Type Of Tender	Open		
#Tender Cost (in INR)	500 (Inclusive of Taxes) & NIL for tender downloaded from website		
EMD (in INR)	Rs. 3,76,981/-		
Period of completion of work	12 Months		
Two Part Bid /single bid	Two Part Bid		
NIT Value (in Rs.)	Rs. 1,88,49,021/- (GST extra as applicable)		
Last Date of Sale of Tender	05.03.2020		Time : 03:30PM
Last Date of submission of Tender	06.03.2020		Time : 01:45PM
* Date and Time for opening of Technical Bid	06.03.2020		Time : 02:00PM
Place Of submission of Tender	Tender Room, Purchase Deptt., 4th floor, Main Administrative Building, BHEL , HEEP, Haridwar-249403 (Uttarakhand)		

* In case of two-part bid, date of opening of Tender means the date of opening of Techno-commercial bid. However, date of opening of price bid shall be intimated to technically qualified parties. If the due date of tender opening happens to be a holiday, the tenders will be opened on the next working Tuesday/Friday.

Tender cost & EMD shall be submitted either in form of cash receipt issued by cash section, BHEL, HEEP, Haridwar (subject to provision of Income tax act) or Demand draft issued by any nationalized bank in favor of Sr. Accounts Officer (Cash), BHEL, HEEP, Haridwar separately in two different envelopes superscribed as Tender cost and EMD respectively. However Tender cost is non-refundable. **Tender fee & EMD shall be exempted subject to submission of valid MSME/EM-II/NSIC Certificate (self-attested with stamped) and Tender Fee shall be exempted for tender documents downloaded from website.**

Name of Work: “Supply of Manpower for Medical Department for Assisting Various Paramedical Specializations.”

Contracting Executive Name: Akhilesh Kumar

Date:

1. BHEL reserves the right to accept or reject any/ all application(s) without assigning any reason thereof.
2. If any document submitted by tenderer found false at any stage, the tender/ work order will be cancelled immediately and the financial loss to BHEL if any in making alternative arrangement will be recovered from the contractor.
3. BHEL will not be responsible for the loss or delay of tenders in transit in any case.
4. All further corrigenda, addenda, amendments, time extensions, clarifications & etc. to the tender, if any shall only be notified on BHEL websites (www.bhel.com / www.bhelhwr.co.in) as applicable.
5. For detailed instructions/information refer the tender document on BHEL website.

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General Instructions to Tenderer

The Contractors who wish to participate should **go through the Tender documents thoroughly** and plan well before quoting, to ensure that the Tender process is not aborted / vitiated, due to their reasons.

1.0 Quoting & Signing the Tender

- a. Before Quoting, the tenderers are advised to inspect the site of work and its environment and be well acquainted with the actual working and other relevant conditions, position of materials and labor. Tenderers are also requested to go through General -Terms & conditions, Special -Terms & conditions of tender, Scope of work, Technical Terms & Conditions, drawings and specifications and all other documents which are part of tender will form part of the agreement to be entered into.
- b. While quoting the rate, the tenderer is advised to take into account the likely expenditure, taxes etc. during the operation of the Contract period from the date of commencement of work as directed by BHEL.
- c. While quoting the rates the tenderer is advised to take into account all factors including any fluctuations in market rates. No claim will be entertained on this account after acceptance of the tender or during the execution of the contract.
- d. All entries in Tender documents shall be clearly written in one ink or typed. All the corrections / cancellations / insertions, if any, shall be duly attested by the Bidders concerned.
- e. Rates should be quoted as per the Price Bid. Rates quoted in any other form will not be accepted and is liable to be rejected.
 - a) If, in the price structure quoted for the required goods / services / works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
 - b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of e(a) and e(b) above.
 - d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
- f. The Bidder shall fill in all the required particulars of the Tender documents and also sign & Stamp on each and every page of the Tender documents (Techno- Commercial Bid, Price Bids, Terms & Conditions etc.) including corrigendum & the drawing attached therein while submitting their tender.
- g. Should a Bidder find discrepancies or omissions in the Tender documents or should there any doubt as to their meaning, he should at once address the authority inviting the Tender, for clarification well before the due date, so as to submit his Tender in time.
- h. Every endeavor is made to avoid any error which can materially affect the basis of the tender but the successful tenderer shall take upon himself to provide for the risk or any error which may be subsequently discovered and shall make no subsequent claim on account thereof.
- i. Tenders not in accordance with the Tender conditions herein contained and the Tenders not in original ARE LIABLE TO BE REJECTED.
- j. If a Bidder deliberately gives wrong information in his Tender or creates conditions favorable for the acceptance of his Tender, BHEL WILL REJECT SUCH TENDER AT ANY STAGE.
- k. Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
- l. Canvassing in any form, in connection with the Tender is strictly prohibited and such Tenders are bound to be rejected. All information furnished is taken to be authentic by the bidder for evaluation of the Tender. Should any information be found incorrect subsequently, at any later stage, the Tender / Contract shall be rejected / terminated and action as per BHEL Policy, rules & prevailing Guidelines shall be taken.

I/We agree with the above

Signature of Bidder/Contractor with Stamp

- m. Should a Bidder's or a Contractor's or in the case of a firm or company of Contractors / any of its shareholder's or shareholder's relative be employed in BHEL Haridwar, the authority inviting the Tenders shall be informed in writing of this fact at the time of submission of the Tender, failing which the Tender may be disqualified, or if such fact subsequently comes to light, the Contract may be cancelled.
- n. The Tender schedule and the Tender shall be deemed to form an integral part of the Contract to be entered into for this work.
- o. Tenders are to be submitted in **Tender Room, Purchase Deptt., 4th floor , Main Administrative Building, BHEL, HEEP, Haridwar-249403 (Uttarakhand)** upto 01:45 PM on the date of tender opening. BHEL will not be responsible for any consequences that may arise leading to delay in submission of tender/bid.
- p. Late and Delayed Tenders shall be rejected.
- q. In case of Limited Tender Enquiry if you are not interested to submit the offer, please send a letter specifying the same.
- r. Price bid should not be enclosed along with the techno commercial bid and other documents in the same cover/envelope. The price bids have to be given category wise in a sealed cover and the entire lot of price bid sealed covers will have to be kept in a separate large cover, duly sealed.

ALL THE REQUIRED DOCUMENTS SHALL BE FILLED IN THE SAME SERIAL ORDER AS PER THE FORMAT / COLUMN OF THE “TECHNO-COMMERCIAL BID”. ALL THE PAGES SHALL BE SERIALLY NUMBERED ON THE RIGHT HAND SIDE TOP CORNER. PAGE NUMBERS AND DETAILS OF THE CONCERNED DOCUMENTS ALSO SHALL BE FILLED IN “TECHNO-COMMERCIAL BID” IN THE BOXES PROVIDED. ALL THE PAGES OF TENDER DOCUMENTS ARE TO BE DULY SIGNED AND STAMPED BY THE BIDDER.

- s. All the envelopes shall be super-scribed with Name of work, NIT No. & Date of Tender Opening with the Name & Complete address of the bidder.
- t. The envelope Containing Price Bid shall additionally be super-scribed as “PRICE BID” and the envelope containing Techno-commercial bid shall be additionally super-scribed with “TECHNO-COMMERCIAL BID”.
- u. Tender Fees & EMD or Proof related to exemption as required as per Terms & Conditions of Tender shall be kept in Techno-commercial bid envelope.
- v. ***The contractor must ink sign and stamp on each page of tender document including supporting documents submitted with tender.***
- w. The annual maintenance and service contract shall be governed as per the BHEL Works policy, Rules & General conditions of the contract.
- x. Bidders shall enclose the certificate of satisfactory performance, from previous customer in the Techno-Commercial Bid envelope, along-with the tender documents in support of their claim of having minimum experience of similar works and /or provide all documents as per PQR criteria.
- y. Vendor shall ensure meeting all statutory obligations as applicable during the contract period.
- z. Deviation from any of the specified requirements should be clearly brought out on a separate sheet titled as deviation. In case of no deviation a ***"NO DEVIATION STATEMENT"*** shall be submitted with the tender (Techno-commercial offer).

2.0 Signing the Tender

- a. The Tender shall be signed by the Authorized Signatory Only.
- b. Authorized signatory shall be the Proprietor.
- c. In case the Bidder is a Partnership Firm under Partnership Act, the Tender shall be signed by all the Partners of the firm or by Partner having authority to sign on behalf of all other partners. Copy of the authority should be enclosed.
- d. In case the Bidder is a company, authorized signatory of the company. Copy of the authority will have to be enclosed.
- e. In case of Power of Attorney (POA). A copy of the Power of Attorney, duly attested by the issuer shall accompany the tender.

I/We agree with the above

Signature of Bidder/Contractor with Stamp

f. If the POA is revoked during the existence of the contract, it shall be the responsibility of the of the issuer to inform the same to BHEL. The issuer shall remain bound by the acts committed under the POA till the date of such information to BHEL.

3.0 Date / Time for opening of Tender

- a. Sealed covers so received will be opened at **Tender Room, Purchase Deptt., 4th floor , Main Administrative Building, BHEL, HEEP, Haridwar-249403 (Uttarakhand)** at 02:00 PM on the same day of due date of tender submission as per NIT (Notice inviting Tender) in the presence of the Bidders or their Authorised Representatives who may choose to witness the same.
- b. The Techno Commercial bids only will be opened in case of two-part bid.
- c. In case of two-part bid, the Price Bids of bidders, who are technically qualified will be opened later. The date & time of price bid opening will be informed to the technically qualified Bidders.

4.0 Witnessing the Tender opening

- a. The representative of the Bidder may choose to witness the Tender opening and have to produce the Authorization Letter in the tender room, before opening of the Tender. The representatives without Authorization Letter will not be allowed to participate in the Tender opening.
- b. Only one representative from one bidder will be allowed to participate in the Tender opening.

5.0 Quoting

- a. Quoting best rate and the sanctity of the L1 status.
- b. Quoting the lowest best rate is a must against this Tender. However, bidders are required to understand that the lowest rate offered by them or accepted by them, as the case may be should be honoured throughout the period of the Contract.

6.0 Participation

The Parties who have been suspended or black listed or banned by BHEL HEEP, Haridwar or any other BHEL Unit will not be allowed to participate in the Tender and the bidder should declare the same in the Tender. Even during the course of evaluation / finalization of Tender if it is found that some of the parties are black listed / barred from business transactions / under business hold, BHEL will reject their offer.

7.0 Validity of Offers:

The rates quoted shall be valid for acceptance for a minimum period of 120 days from the date of tender opening. Withdrawal of Tender or increasing the rates during this validity period is not allowed. Date of tender opening shall be date of opening of first/Techno-commercial bid.

8.0 Address for sending the offer:

The offer should be sent to address as below well in advance so that it reaches before or on due date and time through registered post or in person.

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

Note: -

1. In case of any ambiguity/discrepancy between any clause of “General Terms & Conditions” and “Special Terms & Conditions, Scope of Work, Technical Terms & Conditions and Bill of Quantity” the clause of “Special Terms & Conditions, Scope of Work, Technical Terms & Conditions and Bill of Quantity” shall prevail.

I/We agree with the above

Signature of Bidder/Contractor with Stamp

General Terms & Conditions of Tender

1. Definitions

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

- (a) "**THE CONTRACT**" shall mean the notice inviting the tender and acceptance thereof and the formal agreement if any, executed between the Bharat Heavy Electricals Ltd., Heavy Electrical Equipment Plant, Haridwar and the contractor together with the documents referred to there in including these conditions, and any special conditions, specifications, designs, drawings etc. All these documents taken shall be deemed to form one contract and shall be complementary to one another.
- (b) The "**TENDER DOCUMENT**" means the form of tender as applicable with General and Special Conditions of contract, and the specifications and/or drawings as given to contractors for the purpose of preparing their tender including "Notice Inviting Tender".
- (c) The "**WORK**" means the work described in the tender documents in individual work order and/ or accompanying drawings and specifications as may be issued from time to time to the contractor by the Engineer-In-Charge in writing the power conferred upon them, including all modifications or additional works and obligations to be carried out either at the site or in factory, workshop or any other place as may be essentially required for the performance of the work.
- (d) The "**SITE**" means the land and/ or other place on into or through which the work is to be executed under the contract or any adjacent land, part or structure which may be allotted to or used for the purpose of carrying out the contract.
- (e) The "**CONTRACTOR**" shall mean the individual of firm or company whether incorporated or not, undertaking the work and shall include legal representatives of such individual or persons composing such firm or incorporated company or successors of such person, firms or company as the case may be and permitted assignee of such individual or firm or company.
- (f) The abbreviations" Engr/Sr. Engineer / Dy.Mgr/ Mgr./ Sr.Mgr/ DGM/ Sr.DGM" means Engineer/ Senior Engineer/ Deputy Manager/ Manager/ Senior Manager/ Deputy General Manager/ Sr.Dy.General Manager respectively who will direct the contract.
- (g) The "**ENGINEER-IN-CHARGE**" means the Engineer/ Sr.Engineer or any other executive deputed by BHEL to supervise the work or part of the work on behalf of the First Party.
- (h) Accepting authority: As per BHEL Delegation of Power
- (i) "**APPROVED**" means the approval of directions of the Engineer/ Sr.Engineer or any other executive or person deputed by them for the particular purpose.

BHEL means the Bharat Heavy Electricals Limited/ HEEP plant of the said Company at Ranipur, Hardwar.

- (j) The "**CONTRACT SUM**" means the sum accepted or the sum calculated in accordance with the prices accepted in tender and/ or the Contract rate as applicable to the contractor for the entire execution and full completion of the work.
- (k) The "**FINAL SUM**" means the actual amount payable under the contract by BHEL to the contractor for the entire execution and full completion of the work.
- (l) The "**TIME OF COMPLETION**" is the date or dates for completion of the work or any part of the work as set out in or ascertained in accordance with the individual work or the tender documents or any subsequent amendments thereto.
- (m) A "**WEEK**" means seven days without regard to the number of hours worked in any day in that week.

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- (n) A "**DAY**" shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- (o) A "**WORK DAY**" means day other than that prescribed by the Negotiable Instruments Act, as being a holiday and consists of the number of hours of labour as commonly recognized by good employers in the trade, in the district where the work is carried out or as laid in the BHEL Rules and Regulations.
- (p) "**DEVIATION ORDER**" means any order given by the Engineer-In-Charge to effect an alteration, addition or deduction, which does not radically affect the scope and nature of the contract.
- (q) "**EMERGENCY WORK**" means any urgent measures which in the opinion of the Engineer-In-Charge become necessary during the progress of the work to obviate any risk of accident or failure or which become necessary for security.
- (r) "**PROVISIONAL SUM**" or "**PROVISIONAL LUMPSUM**" means a lump sum included by the BHEL in the work for which details are not available at the time of inviting tender.
- (s) "**PROVISIONAL ITEMS**" means items for which approximate quantities have been included in the tender documents.

2. Earnest Money Deposit

- (a) Vendor is required to deposit the EMD as specified in NIT.
- (b) EMD shall not carry any interest.
- (c) Modes of deposit:
 - The EMD may be accepted only in the following forms:
 - (i) Cash deposit as permissible under the extant Income Tax Act (before tender opening)
 - (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) Forfeiture of EMD
 - EMD by the Tenderer will be forfeited as per NIT conditions, 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 given by all unsuccessful tenderers shall be refunded normally within fifteen days of award of work.
 - (g) EMD of successful tenderer will be retained as part of Security Deposit.
 - (h) EMD deposited in any modes other than specified at (c) above shall lead to cancellation of the offer.

3. Security Deposit

- (a) Successful vendor shall require to deposit security. The total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.
- (b) Modes of deposit:

I/We agree with the above

Signature of Bidder/Contractor with Stamp

The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in 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 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) The additional condition of Security Deposit (If any) shall be specified in Special Terms & Conditions of tender.

(f) Refund of Security Deposit

After completion of work awarded, provided always that the contractor shall first have been paid final bill and have rendered a "No Demand" certificate, the security deposit mentioned in condition above shall be refunded to the contractor as follows: *100% shall be released within 3 months of satisfactory completion of the work* duly verified by Site/Engineer-In-charge.

4. Commercial Terms

- Prices shall be quoted on "Firm Price" basis only.
- Validity of offer shall be for a minimum period of 120 days from the date of Tender Opening.

5. Special Conditions 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 -1 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.

6. Arbitration

All disputes between the parties to the contract arising out of or relating to the contractor other than those for which the decision of the Engineer-In-charge / Accepting Officer or any other person is by the contract expressed to be final and conclusive, shall after written notice by either party to the contract, the other party be referred to the sole arbitration of DGM/Sr. Manager or any other officer of BHEL in his sole discretion unless the parties otherwise agree, such reference shall not take place until after the completion, alleged completion or abandonment of the work or the determination of the contract. The venue of arbitration proceedings will be at Hardwar. The

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arbitrator shall have the power to extend, from time to time, the time for making his award with the consent of the parties. The award of the Arbitrator shall be final, conclusive and binding on both the parties to the contract. Any matter arising out of or in connection with the agreement shall be under jurisdiction of Hardwar court. The Administrative Head of HEEP Unit of BHEL, Hardwar, shall appoint the Arbitrator. No person other than a person so appointed shall act as Arbitrator.

7. 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."

8. Fraud Prevention Policy

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

Fraud Prevention policy and List of Nodal Officers shall be hosted on BHEL website, vendor portals of Units / Regions intranet.

9. Suspension of Business Dealings with Suppliers/Contractors

Penal action can be initiated on the suppliers / Contractors in line with extant "Guidelines for Suspension of Business Dealings with Suppliers / Contractors". The abridged version of extant 'Guidelines for suspension of business dealings with suppliers / contractors' has been uploaded on <http://www.bhel.com> on "supplier registration page".

10. Implementation of Integrity Pact (IP)

Bidders shall submit Integrity Pact (IP), duly signed by its authorized signatory who signs in the offer, along with their techno-commercial bids wherever estimated tender value is Rs. 5 Crore or more. This pact shall be considered as a preliminary qualification for further participation.

10a. 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 No.	IEM	Address	Email
1	Shri Arun Chandra Verma, IPS (Retd.)	Flat No. C -1204,	acverma1@gmail.com

I/We agree with the above

Signature of Bidder/Contractor with Stamp

		C Tower, Amrapali, Platinum Complex, Sector 119, Noida (U.P.)	
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.

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, time extensions or any other administrative queries, etc on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are mentioned on the first page of tender documents.

11. Damage & Loss to Private Property & Injury to Contract Employee

The Contractor shall at his own expense reinstate and make good to the satisfaction of BHEL and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the Contract and further the Contractor shall indemnify, the BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL where BHEL is a private person, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise.

12. Rates shall be quoted in figures as well as in words and contractor must put his signature & Seal on each page of the tender documents / undertakings, while submitting his offer, failing of which tender may be liable for rejection.
13. BHEL reserves the right to cancel the tender at any stage of tendering till signing of agreement without assigning any reason(s) thereof. The tender cost in that event shall not be refunded.
14. The contractor shall not employ any worker less than 18 years of age during execution of his work.
15. In the course of 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."
16. The work shall be governed by the specifications, general terms & conditions of BHEL contract, special conditions, tender terms, environment related conditions, safety clause and any other relevant conditions applicable time to time.
17. The contractors are advised to see the site before quoting the rates.
18. BHEL reserves the right to award only a fraction or part of the work given in the bill of quantity.

I/We agree with the above

Signature of Bidder/Contractor with Stamp

19. Contractor found or reported for non-compliance of the legal obligations during the execution of the contract, shall be debarred from the issue of NITs for at least 01 year or till the proof of compliance is produced.
20. L1 may also be decided based on Reverse Auctioning based on the discretion of BHEL.
21. BHEL does not bind themselves to accept the lowest tender or any tender or to give any reason for their decision.
22. Contractor shall ensure all the safety provisions for the execution of the work awarded. It shall provide all the necessary PPE's (until & unless specified clearly about the issue of any PPE by BHEL in Special or any other Conditions of tender) to his workmen or any individual deployed by him for execution of the work and ensure usage of the same.
23. In order to protect the commercial interests of BHEL, it becomes necessary to take action against suppliers / contractors by way of suspension of business dealings, who either fail to perform or are in default without any reasonable cause, cause loss of business / money / reputation, indulged in malpractices, cheating, bribery, fraud or any other misconducts or formation of cartel so as to influence the bidding process or influence the price etc. Guide- lines for Suspension of Business Dealings with Suppliers / Contractors shall prevail over which is available at BHEL website <http://www.bhel.com>.

24. GST related Terms & Conditions:

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,
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.

I/We agree with the above

Signature of Bidder/Contractor with Stamp

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 be 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 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:

I/We agree with the above

Signature of Bidder/Contractor with Stamp

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”.

25. Special Powers of Termination:

If at any time after the acceptance of the tender, BHEL shall for any reason whatsoever not require the whole or any part of the work, to be carried out, the Engineer In charge shall give notice in writing of the fact to the contractor, who shall have no claim to any payment of compensation or otherwise, howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the foreclosing of the work.

The contractor shall be paid at contract rates for the full amount of the work executed including such additional work i.e., cleaning of site etc. as may be rendered necessary by the said foreclosing. He shall also be allowed a reasonable payment (as decided by the Accepting Officer) for any expenses sustained on account of labour and material collected but which could not be utilized on the work as verified by the Engineer In charge but the contractor shall not have any claim for compensation on account of any alterations having been made in the original specifications, drawings, designs and instructions involving and curtailment of the work as originally contemplated.

26. Public Procurement Preference to Make in India, Order 2017

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.

27. Overwriting in Price bids

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.

I/We agree with the above

Signature of Bidder/Contractor with Stamp

PRE-QUALIFICATION CRITERIA

PRE QUALIFYING REQUIREMENT			
Name of work: Supply of manpower for Medical Department for various paramedical specialization.			
The Tenderer fulfilling the following Pre Qualifying Requirements for assisting the various Services shall be considered for further processing:			
	Services Required	Approximate no. of Requirement	Minimum Average Financial Turnover during last 03 years ending 31 st March 19 [In INR Lakhs]
Paramedical Staffs			
i.	Nursing Assistant	49	Rs.66.73 Lac
ii.	Pharmacist Assistant	13	
iii.	Physiotherapist (Female) Assistant	01	
iv.	Optometrist Assistant	01	
v.	X-Ray Technician Assistant	03	
vi.	Dietician Assistant	01	
vii.	ICU Technician Assistant	04	
Total		72	
S.No.	Details of Criteria		
1.	Average financial turnover during last 3 years ending 31 st March of 2019 should be at least Rs.66.73 Lac.		

I/We agree with the above

Signature of Bidder/Contractor with Stamp

	<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 month of issue of NIT, should be either of the following: Three similar completed works costing not less than the amount equal to Rs.88.97 Lac each including tax and duties .</p> <p style="text-align: center;">OR</p> <p>Two similar completed works costing not less than the amount equal to Rs.111.21 Lac each including tax and duties.</p> <p style="text-align: center;">OR</p> <p>One similar completed works costing not less than the amount equal to Rs.177.93 Lac including tax and duties.</p> <p>* Similar works means supply of paramedical staff (Nurses, Pharmacists, Dietician, Physiotherapist, Optometrist, X-ray Tech., ICU Tech., O.T. Tech., ECG Tech., Lab Tech., Dialysis Tech., Audiometrist, Dental Tech., PFT Tech., Dermatology Tech.).</p>	Supporting Document to be Attached
	<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 with acknowledgement of return 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 by the bidder.</p> <p>All the documents submitted shall be self-attested and stamped by the bidder.</p>	
3.	<p>Solvency Certificate issued by scheduled bank within one year of the date of tender opening for Rs.15.00 Lacs (Fifteen Lacs) only.</p> <p>(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)</p>	
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	

I/We agree with the above

Signature of Bidder/Contractor with Stamp

Note:

1. 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.
2. Part-II (i.e. Price Bid) shall only be opened for the bidders who qualify in the PQR & Technical evaluation.
3. Bidders without a valid PF, ESI, and Goods & Service Tax number on the date of opening of the Technical bid are liable to be rejected.

5. Tender Cost

Full set of tender can be either downloaded from BHEL Hardwar website or can be purchased from office of the Dy. Manager (WEX-WCS) on submission of proof of depositing the Tender cost at the BHEL Cash Section or in the form of demand draft made in favour of Sr. Accounts Officer (Cash), BHEL, HEEP, Haridwar, payable at Haridwar. If downloaded Tender is used, tender fees is not required.

6. Earnest Money Deposit

Earnest money must be kept in Techno-Commercial offer. Offer without requisite earnest money will not be considered.

EMD shall not carry any interest.

I/We agree with the above

Signature of Bidder/Contractor with Stamp

DETAILS OF WORKS DONE DURING THE LAST THREE YEARS:

(Refer Pre-Qualification Requirement)

(To be submitted along with Techno-Commercial Offer)

Attach separate sheets in below format, if required.

S.N o	Full Postal Address of client	Description of the work	Value of contract	Completi on time as stated in Tender (in months)	Date of commence ment of work	Actual completion	Year of completi on	Experienc e certificate Enclosed at Page No
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
01								
02.								
03.								

NOTE: A copy of completion certificate and work order copy of each work mentioned above shall be submitted by the Contractor along with the tender document.

I/We agree with the above

Signature of Bidder/Contractor with Stamp

SCOPE OF WORK

DESCRIPTION OF WORK			
Supply of manpower for assisting any one / multiple Medical services in Medical Dept of BHEL Haridwar as per below given details:			
	Services Required	Approximate no. of Requirement	
Paramedical Staffs			
i.	Nursing Assistant	49	
ii.	Pharmacist Assistant	13	
iii.	Physiotherapist (Female) Assistant	01	
iv.	Optometrist Assistant	01	
v.	X-Ray Technician Assistant	03	
vi.	Dietician Assistant	01	
vii.	ICU Technician Assistant	04	
Total		72	

The above services / work shall be in BHEL Main Hospital, Occupational Health Service and the peripheral Dispensaries which shall be as under:

1. To assist the concerned Paramedical Staff / Medical Professional / Specialist while administering treatments & procedures
2. To attend call duties if required
3. To maintain the departments, records, computer updating, stores etc.
4. To carry out other related work whenever & wherever required.

Note: Premium Rate (in form of percentage) should be quoted in PRICE BID in words as well as in figures. No other formats for quoting the premium rate shall be used. In case there is a mismatch of premium rate quoted in Figures & Words, the premium rate in words will prevail.

I/We agree with the above

Signature of Bidder/Contractor with Stamp

Bill of Quantity

Services		Requirement under the Contract (in Numbers)
i.	Nursing Assistant	49
ii.	Pharmacist Assistant	13
iii.	Physiotherapist (Female) Assistant	01
iv.	Optometrist Assistant	01
v.	X-Ray Technician Assistant	03
vi.	Dietician Assistant	01
vii.	ICU Technician Assistant	04
Total		72

- There may be variation in total quantity of manpower required by plus or minus 20%.
- Bidder may visit the site for actual site conditions, and all other relevant details related to the concerned services.

I/We agree with the above

Signature of Bidder/Contractor with Stamp

TECHNICAL TERMS & CONDITIONS

Supply of manpower for Medical Department for various paramedical specialization in BHEL Haridwar shall be as per Bill of Quantity and strictly under given technical requirement.

SL	Services	Minimum Qualification of paramedical staff to be engaged	Minimum Years of Post Qualification Experience of paramedical staff to be engaged
<u>Paramedical Staffs</u>			
i.	Nurses Assistant	3 or 3 & Half Years Diploma in General Nursing & Midwifery / B.Sc. (Nursing)	01
ii.	ICU Technician Assistant	Diploma / Graduation in the related area	01
iii.	Pharmacist Assistant	Diploma / Graduation in the related area	01
iv.	X-Ray Technician Assistant	Diploma / Graduation in the related area	01
v.	Optometrist Assistant	Diploma / Graduation in the related area	01
vi.	Physiotherapist (Female) Assistant	Diploma / Graduation in the related area	01
vii.	Dietician Assistant	Diploma / Graduation in the related area	01

I/We agree with the above

Signature of Bidder/Contractor with Stamp

BHARAT HEAVY ELECTRICALS LIMITED, HEEP: RANIPUR, HARIDWAR

Tender Notice

NIT No: **BHEL/HEEP/WEX-WCS/19-20/7029/20190157 DT 19.02.2020**

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 **bidders meeting the qualifying requirements** for the under-mentioned work. The bidder 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 manpower for Medical Department for various paramedical specialization.
NIT No & Date	BHEL/HEEP/WEX-WCS/19-20/7029/20190157 DT 19.02.2020
Period of Work	12 Months
NIT Value	Rs.18849037/- (One Hundred Eighty Eight Lac Four Hundred Ninety Thousand Thirty Seven)
Amount of Earnest Money Required	Rs.376981/- (Exempted for valid MSME)
Last Date and Time of sale of tender	05.03.2020, 15:30 Hours.
Last date and time of Receipt of Tender	06.03.2020, 13:45 Hours.
Date & Time for opening of Technical Bid	06.03.2020, 14:00 Hours.
Place of 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	72 Nos.

Note:

1. Full set of Tender can be either downloaded from BHEL Haridwar website or can be purchased from office of the undersigned on submission of proof of depositing the Tender cost at the BHEL Cash section. 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.
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/19-20/7029/20190157 DT 19.02.2020**

I/We agree with the above

Signature of Bidder/Contractor with Stamp

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 of DD/Bankers cheque / Pay order / Electronic Fund Transfer 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.

(.....)

.....

I/We agree with the above

Signature of Bidder/Contractor with Stamp

(TECHNO-COMMERCIAL BID)

TENDER ENQUIRY NO. : **BHEL/HEEP/WEX-WCS/19-20/7029/20190157 DT 19.02.2020**

WORK: Supply of manpower for Medical Department for various paramedical specialization.

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

Last date for submission: **06.03.2020, 13:45 Hours**

DATE OF OPENING: **06.03.2020, 14:00 Hours**

PLACE OF OPENING:

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

EARNEST MONEY: Rs.376981/- (Demand Draft/ Pay order No./ Cash Receipt No. _____) Dated _____)

SPECIAL CONDITION FOR MSME:

“MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed at Annexure -IX 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.”

I/We agree with the above

Signature of Bidder/Contractor with Stamp

Annexure III

SPECIAL TERMS & CONDITIONS

1. PAYMENT TERMS:

- 1.1 The Tenderer shall be bound to pay the wages as per the Rate at which the work is awarded to his workmen applicable from time to time as per rule / act. This amount shall not be less than the minimum / BHEL Fair wages, as per extant rules of BHEL. Presently (w.e.f. 01.08.2019) BHEL Fair wages is **Rs.572.15 for Skilled Labor per Day Plus 12% PF (Employer contribution), 3.25% ESI, Bonus as per Bonus ACT and 1 day leave payment on every 20 days attendance including national holidays.** Charges of Rs. 200 per manpower per month shall be payable extras against uniform allowance **The wages may be verified from BHEL Haridwar before bidding for this tender.**
- 1.2 Monthly Payment to the Tenderer shall be made with the quoted/agreed premium at which the work is awarded for the number of personnel deployed and for the number of days deployed during a month. Prevailing BHEL Minimum wage equivalent to SW (Skilled Worker) shall be considered for payment to Labour and for preparation of Monthly bill. Administrative charge on Provident Fund at the rate of 1% of monthly basic rate will be reimbursed on actual basis.
- 1.3 Premium shall be paid on monthly basic rate (Monthly Basic Rate= Prevailing BHEL Minimum wage x number of personnel deployed x number of days deployed during a month), on leave, Bonus, Uniform Allowance and on the statutory dues payable to Govt. authorities – PF and ESI.
- 1.4 a. Leave Salary will be payable @ 1 day for every 20 days worked and will be payable at the end of the contract period.
- 1.5 Notified holidays as per BHEL will be paid and 3 national holidays will be paid.
- 1.6 No premium shall be given on administrative charges on provident fund.

1.6 Bonus

- a). 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.
- b). Date of payment of Bonus shall be as per the advice of BHEL (within 30 days of the completion of contract).
- c). Payment of bonus not less than @ 8.33% on minimum monthly wages notified by Uttarakhand State Govt.

- 1.7 The contractor will have to pay to the labour, any amount over and above the statutory limit if decided and informed by BHEL. Contractor will be eligible for the premium on such additional payments.
- 1.8 GST shall be payable as applicable subject to compliance of related rules.
- 1.9 GST shall be paid extra as applicable as per actuals and no premium shall be paid on GST amount I/We agree with the above

1.7 Bill

- a) Running bill against work contract shall be submitted by contractor for payment within 15 days from the date of measurement. BHEL will process such bills and release the payment within 30 days (from the date of submission of clear admissible bill) normally after receipt of bill.
- b) Contractor will submit the bill in prescribed format to BHEL along with daily attendance sheet, wage sheet, proof of deposit of PF, ESI etc.
- c) 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.
- d) 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.
- e) Bill prepared by the contractor should be 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).
- f) Payment should be transferred from bank account of the contractor to the bank account of the individual contract labour.
- g) No bill will be entertained until the wages of workers, as applicable are paid and PF and ESI are deposited.
- h) All payment will be subject to deduction of income tax/ other taxes as per extant rules.
- i) The Declaration of Payment Certificate shall be submitted by contractor as per **Annexure-VII**.
- j) 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.

2. Penalty / LD Clause:

- a. Required mandays will be informed on monthly basis and in case of delay in deployment of required Man power by bidder, LD will be deducted @0.5% per week or part thereof on equivalent wages of manpower supplied late, subject to a maximum of contractor premium rate under the contract.
- b. Equivalent wages for this purpose will be gross amount (i.e. Basic Wages + P.F. + ESI).
3. The Tenderer shall maintain the following during the execution of contract, as applicable;
 - i. Valid labor license from Asst. Labor commissioner as applicable or other necessary license etc. as applicable.
 - ii. P.F. Code and abide by the relevant laws & rules.
 - iii. ESI Code and abide by the relevant laws & rules.
 - iv. Tenderer shall maintain the muster roll, wages payment register and all other records applicable as per labor laws.
4. In case of non-compliance of any of the labor laws as per act by the Tenderer, he will be responsible for expenses / liability occurring / accruing on BHEL on account of above including expenditure on legal proceedings. All such expenses shall be recoverable from the Tenderer from any of his running contracts with BHEL or any contract entered thereafter.

I/We agree with the above

Signature of Bidder/Contractor with Stamp

5. Security

5.1 Security deposit will be realized only after payment of all dues to contract manpower i.e. Bonus, Leave payment etc. of supplied manpower.

5.2 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.

6. The Tenderer shall have to carry out the work anywhere outside / inside factory area of HEEP & CFFP as per the requirement of the Medical Department and nothing extra will be paid for any such work carried out.

7. If required the paramedical staffs will have to perform call duties also, for which separate payment shall be made as per schedule equivalent to double of daily prescribed wages on hourly basis of call duty performed for this purpose.

8. PRICE BID CONDITIONS

8.1 premium quoted at par or below will not be accepted. Premium quoted will be considered up to one decimal place only.

8.2 Tenderer has to quote the Premium in Price bid by assessing all related expenditure which may include Conveyance, Accommodation, Supervision, Financial charges, Service Charges etc.

8.3 Request for any other payment will not be entertained by BHEL for whatsoever reason except for variation [In minimum wages as per BHEL prescribed wages over and above the Amount quoted.

8.4 Tenderer has to submit monthly bill based on actual payment made to contract manpower. Original payment register to be vetted by Contract Executing Officer and a copy of the same is to be submitted along with claim bill. Payment for daily wage and leave/holiday payment with up-to-date cumulative figure should be recorded in payment register. Proof of payment of PF & ESI have to be enclosed along with monthly bill.

8.5 Contractor shall give the undertaking to BHEL as per format shown at **Annexure-V**. Details of Registration process shall be done by concerned dealing officer and also by filling the form of Contractor details (to be filled by Contractor) as per **Annexure-VI(B), VI(C) & VI(D)**.

9. 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.

10. 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.

11. 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.

12. The contract labor may be allowed weekly off on any day other than Sunday also, depending upon exigencies of work / BHEL requirement.

I/We agree with the above

Signature of Bidder/Contractor with Stamp

13. The above services / work is to be carried in BHEL Main Hospital, Occupational Health Services and the peripheral dispensaries which located in the township area. Hence workshops / shop incharges may be read as Main Hospital, OHS and peripheral dispensaries incharges.

14. 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.

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. As per the extant GST rules, GST to contractors is payable upfront on the basis of self-declaration as per Annexure 'A'. Hence no premium on GST shall be paid. Any change in GST rules for availing input tax credit, where contractors have to make cash outflow for claiming reimbursement of GST from BHEL, in that case BHEL will consider payment of premium on GST claim also.

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-

- f) Timely raising & submission of GST compliant Invoices
- g) Timely receipt of Goods & Services
- h) Timely and correct payment of applicable GST by supplier/contractor
- i) Timely filing of return
- j) Compliance of other applicable provisions on supplier/contractor
- k) Applicable GST shall be paid by BHEL on submission of GST complied invoice under Goods and Service Tax Law.
- l) g) 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 contract implication of the same if any shall be an account of 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.

I/We agree with the above

Signature of Bidder/Contractor with Stamp

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 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:

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

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

- Goods and Service Tax charged in the Bill / Invoice shall be paid by us within due time.
- 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.
- In the event of any non-compliance on our part, We indemnify BHEL for any financial burden / loss on account of GST / interest / penalty.
- 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.
- In the event of any such default, we agree BHEL to pay all future GST reimbursement after verification of GST compliance under the law.
- 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".

15. Special Powers of Termination:

If at any time after the acceptance of the tender, BHEL shall for any reason whatsoever not require the whole or any part of the work, to be carried out, the Engineer In charge shall give notice in writing of the fact to the contractor, who shall have no claim to any payment of compensation or otherwise, howsoever

I/We agree with the above

Signature of Bidder/Contractor with Stamp

on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the foreclosing of the work.

The contractor shall be paid at contract rates for the full amount of the work executed including such additional work i.e., cleaning of site etc. as may be rendered necessary by the said foreclosing. He shall also be allowed a reasonable payment (as decided by the Accepting Officer) for any expenses sustained on account of labour and material collected but which could not be utilized on the work as verified by the Engineer In charge but the contractor shall not have any claim for compensation on account of any alterations having been made in the original specifications, drawings, designs and instructions involving and curtailment of the work as originally contemplated

16. The bidders will submit Integrity Pact, duly signed by its authorized signatory, along with their bids wherever estimated tender value is Rs. 5 Crore or more.

17. PERIOD OF CONTRACT: Period of Contract shall be one year can further be extended upto one year at the sole discretion of BHEL.

I/We agree with the above

Signature of Bidder/Contractor with Stamp

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 labor license (if applicable, under Contract Labour (R&A) Central Rules, 1971) from the Licensing Authority, Assistant Labour Commissioner (Central), Dehradun on Letter of Intent (i.e. post tender condition) and submit the same in original to the execution department, 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
 - i. Employment Card Form No. XIV (Rule 76)
 - ii. Service Certificate Form No. XV (Rule 77)
 - iii. Wage Slip Form No. XIX (Rule 78) (1) (b)
 - iv. Register of Workmen Employed by Contractor: Form No. XIII (Rule 75)
 - v. Muster Roll Form No. XVI (Rule 78) (1) (a) (i)
 - vi. Register of Wage Form No. XVII (Rule 78) (1) (a) (i)
 - vii. Register of Advance Form No. XXII (Rule 78) (1) (a) (ii)
 - viii. Register of fine Form No. XXI (Rule 78) (1) (a) (ii)
 - ix. Register of Overtime Form No. XXIII (Rule 78) (1) (a) (iii)
 - x. Register for damages & loss Form No. XX (Rule 78) (1) (a) (ii)
 - xi. Return to be sent by contractor to Licensing Officer Form No. XXIV (Rule 82) (1)

(Formats of the above registers as given in Contract Labour (R&A) Central Rules, 1971)

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

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

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

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.

I/We agree with the above

Signature of Bidder/Contractor with Stamp

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.

I/We agree with the above

Signature of Bidder/Contractor with Stamp

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

Signature of Bidder/Contractor with Stamp

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

Signature of Bidder/Contractor with Stamp

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

Signature of Bidder/Contractor with Stamp

Name of work: Supply of Manpower for Medical Department for Assisting Various Paramedical Specializations.

NIT No: BHEL/HEEP/WEX-WCS/19-20/7029/20190157 DT 19.02.2020

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)

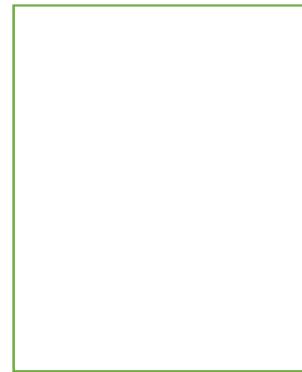
I/We agree with the above

Signature of Bidder/Contractor with Stamp

Annexure-VI(C)

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)

I/We agree with the above

Signature of Bidder/Contractor with Stamp

Annexure-VI(D)

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: _____

(h) E-mail address of the bidder: _____

(i) Contact No. of the Bidder: _____

(j) Tender Fess Related Details (Details of Cash Receipt/DD/Exempted with details/reason for exemption sought): _____

(k) EMD Related Details (Form in which submitted with Ref. Detail / Exempted with details/reason for exemption sought) :

I/We agree with the above

Signature of Bidder/Contractor with Stamp

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 upto 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 Worker 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.

I/We agree with the above

Signature of Bidder/Contractor with Stamp

*(strikeout whichever is not applicable)

Date:

Place:

(Signature of Dealing Officer with Seal)

Name:

Designation:

Staff No:

Mobile No:

Phone No:

Checked & Verified by

(Signature of HR Representative)

(Signature of Finance Representative)

Name:

Name:

Designation:

Designation:

(NOT TO BE FILLED AT THE TENDER STAGE)

I/We agree with the above

Signature of Bidder/Contractor with Stamp

Annexure-VIII

EMPLOYMENT CARD		
1	NAME OF CONTRACTOR	SELF ATTESTED PASSPORT SIZE RESENT COLOUR PHOTOGRAPH
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

Signature of Bidder/Contractor with Stamp

Annexure-IX

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

Thls t's to Cert'tfy 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.O.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 I Small (Strike off which is not applicable) Category under MSMED Act 2006.

Or

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

MSME.

Date:

(Signature)

Name-

Membership number-

Seal of Chartered Accountant

I/We agree with the above

Signature of Bidder/Contractor with Stamp

Annexure-X

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 manpower for Medical Department for various paramedical specialization (Nurses, Pharmacists, Dietician, Physiotherapist, Optometrist, X-ray Tech., ICU Tech., O.T. Tech., ECG Tech., Lab Tech., Dialysis Tech., Audiometrist, Dental Tech., PFT Tech., Dermatology Tech.).** 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.

I/We agree with the above

Signature of Bidder/Contractor with Stamp

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 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.

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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.

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.

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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 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 subcontractors 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.

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.

I/We agree with the above

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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 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.

I/We agree with the above

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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)

For & On behalf of the Bidder/ Contractor

(Office Seal)

Place-----

Date-----

Witness: _____

(Name & Address) _____

Witness: _____

(Name & Address) _____

I/We agree with the above

Signature of Bidder/Contractor with Stamp

S. No.	Component	Amount (in INR)
1	Monthly Basic Rate (Daily Wage Rate being Rs. 572.15 wef 01-08-2019 to 31-01-2020) 26 days	14875.90
2a	2a Paid Holidays (not to be paid monthly)	0.00
2 b	2b extra call duty hours (subject to approval of competent authority)	0.00
3	Employer's Share towards Provident Fund contribution (@12% of S. No. 1 and 2a)	1785.11
4	Employee State Insurance Corporation (ESIC) (@3.25% of 1 and 2a and 2b)	483.47
5	Bonus (@8.33%) S.No. 1 and 2a and 2b	1239.16
6	Leave/Holidays (@8.33% of 1 and 2a)	1239.16
7	Uniform Allowances (@Rs.200 per Month)	200.00
8	Administrative charges on Provident Fund (@1% of S. No. 1 and 2a)	148.76
9	Total Monthly amount (S. No. (1+2+3+4+5+6+7))	19971.56
10	Premium on S.N (1+2a+2b+3+4+5+6+7)	
11	GST (@18% on applicable heads)	

Premium Quoted is on all the component from S. No. 1 to 7 above for each supplied manpower per month. However if the wage rate considered above is revised (which is revised two times in a year i.e. on 01 st August and 1st February) then the above calculation is revised accordingly.

Payment for PF, ESI, Leave & Bonus shall be as per actuals and Premium shall be paid on actual amount.

I/We agree with the above

Signature of Bidder/Contractor with Stamp

UNPRICED PRICE-BID

NIT No. BHEL/HEEP/WEX-WCS/19-20/7029/20190157 DT 19.02.2020			
Name of work:	Supply of Manpower for Medical Department for Assisting Various Paramedical Specializations.		
Estimated value:	Rs. 188.49 Lacs	Time of completion:	12 Months
Earnest money:	Rs. 3,76,981/-	Tender cost:	Rs. 500/-

BILL OF QUANTITY:

SN	Services	UNIT	QTY	Premium Quoted in %
i	Nursing Assistant	No.	49	<u>XXXXXX. %</u> (in words <u>XXXXXXXXXXXXXXXXXX</u> percent)
ii	Pharmacist Assistant	No.	13	
iii	Physiotherapist Assistant (F)	No.	1	
iv	Optometrist Assistant	No.	1	
v	X-ray Technician Assistant	No.	3	
vi	Dietician Assistant	No.	1	
vii	ICU Technician Assistant	No.	4	

Contractor shall ensure payment of minimum BHEL prescribed wages equivalent to SW category. Payment for PF, ESI, Leave & Bonus shall be as per actuals and premium shall be paid on actual amount.

Note:

1. 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).
2. GST will be extra & shall be reimbursed/paid on actuals as applicable.
3. Rates are to be mentioned in figure as well as in words. If overwriting / un-readable figure found in rates or if there is a mismatch of rates quoted in words & figures, the rates offered in words will be final.
4. L1 will be on the basis of Quoted Premium
5. Rs.200 per manpower per month shall be payable to each manpower as uniform allowance. Reimbursement of the same will be made subject to proof of the same.
6. Premium shall be paid on prevailing monthly basic rate, on leave, Bonus, Uniform Allowance, on the statutory dues payable to Govt. authorities like PF, ESI.

I/We agree with the above

Signature of Bidder/Contractor with Stamp

PRICE BID

PART-II

NIT No. BHEL/HEEP/WEX-WCS/19-20/7029/20190157 DT 19.02.2020			
Name of work:	Supply of Manpower for Medical Department for Assisting Various Paramedical Specializations.		
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Earnest money:	Rs. 3,76,981/-	Tender cost:	Rs. 500/-

BILL OF QUANTITY:

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I/We agree with the above

Signature of Bidder/Contractor with Stamp