



भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited

ASSCP Gurugram,
Gurugram Faridabad Highway
Gwalpahari Haryana-122003
Tele No. 0124- 2576219

निविदा आमंत्रण सूचना
NOTICE INVITING TENDER

Sir/Madam,

Bharat Heavy Electricals Limited Amorphous silicon solar cell plant (hereinafter referred to as BHEL) is a Central Public Sector Enterprise, having its Corporate & Registered Office at BHEL House, Siri Fort, New Delhi-110049 invites offer in sealed cover under two part bid system (Part-I: Techno commercial Part & Part-II: Price Part) from the competent invited agencies for "Facility Management Services (Providing housekeeping, factory, Horticulture and office work services at BHEL Amorphous Silicon Solar Cell Plant (ASSCP), Gurugram premises on job contract basis"

Please submit your competitive offer for the above subject work as per the tender terms & conditions.

SCHEDULE TO TENDER

1.	Tender Reference No.	ASP/ADM/JC/FMS/2022/01
2.	Tender ID (CPP Portal):	
3.	Date of Issue of Tender:	20.08.2022
4.	Type of Tender:	Open Tender
5.	Type of Bid:	Two-part bid system
6.	Tender Title:	"Facility Management Services (Providing housekeeping, factory, Horticulture and office work services at BHEL Amorphous Silicon Solar Cell Plant (ASSCP), Gurugram premises on job contract basis"
7.	Location of BHEL-premises where work is to be carried out	BHEL ASSCP House, Gurugram Faridabad Highway Gwalpahari, Haryana-122003
8.	Last date/ time for receipt of tender:	19.09.2022 1000 Hrs
9.	Date/ time of opening of bid (Part-I & Part-II):	19.09.2022 1030Hrs
10.	Place of Submission of Tender / Bid:	Tender Box, placed at the reception of ASSCP Gurugram Faridabad Highway Gwalpahari Haryana-122003
11.	Tender will be opened at:	Conference Hall , BHEL ASSCP Gurugram
12.	EMD (₹):1,17,288.16	In favour of BHARAT HEAVY ELCTRICALS LIMITED, Payable at HYDERABAD.
13.	Minimum Validity of tender offer:	90 days from the due date of submission of offer.
14.	Scope of Work:	Facility Management Services (Factory, Horticulture, Housekeeping and office Services)
15.	Duration of Contract:	Two Year

All corrigenda, addenda, amendments, time extension, clarifications, etc. to the tender will be hosted on website <http://www.bhel.com> and <http://eprocure.gov.in/cppp/> only. Bidders should regularly visit website till the due date of submission to keep themselves updated. Any clarification(s) regarding Notice Inviting Tender (NIT), if required, should be sought from the undersigned before the tender due date.

For & on behalf of
Bharat Heavy Electricals Ltd.

(Ashish Kumar)
Dy. Manager
e-mail: ashishku.bhel.in
Mobile No.: +91-8860114774

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SECTION-I
GENERAL CONDITIONS OF TENDER

1. GENERAL INSTRUCTION TO BIDDERS

1.1. DESPATCH INSTRUCTION

- 1.1.1. All pages of the tender documents shall be duly signed, stamped and submitted along with the offer in token of complete acceptance thereof. The information furnished shall be complete by itself. The bidder is required to furnish all the details and other documents as per the tender terms & conditions.
- 1.1.2. Documents not signed & stamped by the authorized signatory of the bidder shall not be accepted and considered for evaluation of bid.
- 1.1.3. Any additional documents submitted by the bidder during processing of tender or after placement of order, shall not be accepted unless it is submitted duly signed & stamped as mentioned above.
- 1.1.4. The above requirement is equally applicable even if the documents are received in soft form. In such cases, Documents / Clarifications received through e-mails should be from the registered e-mail ID of the bidder.
- 1.1.5. All documents submitted by the bidder in his submission shall be accompanied with a covering letter giving index interlinking all the documents, which shall be numbered page wise.
- 1.1.6. **COMMUNICATION & CORRESPONDENCE:** Bidder(s) has to provide at least one valid email ID for fast communications. Two email IDs are desirable. All communications related to the tender shall be sent to these email IDs and hard copies will not be sent. Such communication(s) shall be deemed as delivered and final. Bidder(s) has to regularly view their email and also remain in touch with the Notice Inviting Authority to remain updated. Non viewing of e-mail or non-functioning of Internet & PC will not be entertained as a reason for no-response to any official communication. Two Mobile phones numbers should also be provided for communication / reminder(s). Such phones should be promptly attended. If due to any reason, bidder / authorized representative is unable to attend a call, he/she should revert to BHEL officials as soon as possible on the same day or, at the maximum, on the next working day. Any change in e-mail ID should be properly communicated in person, e-mail & hard copy. Later, during the execution of contract as well, non-response to a communication calling for action, shall be deemed to be a deliberate violation of contract condition and may invite suitable penalty for respective violation as per penalty causes.
- 1.1.7. Bidders are advised to study complete tender documents carefully. Submission of tender by any bidder shall be deemed to have been done after careful study, examination of the tender document and with the full understanding of the implications thereof. If the bidders have any doubt about the meaning of any portion of the tender specification or find discrepancies or omissions in the tender document issued or require clarification on any of the technical aspects, scope of work etc., he/she shall at once, contact the authority inviting the tender for the same, well in time (so as not to affect last date of submission) before the submission of the tender or else, BHEL's interpretation shall prevail & shall be binding on the bidder. Bidder's request for clarifications shall be with reference to Section and Clause numbers given in the tender document. The specifications, terms and conditions shall be deemed to have been accepted by the bidder in his offer. Non-compliance with any of the requirements and instructions of the tender enquiry may result in the rejection of the bid.
- 1.1.8. All entries in the tender documents should be in one ink.
- 1.1.9. 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 bid shall be liable for rejection.
- 1.1.10. No clause of the tender document should be altered /amended /edited etc. by the bidder under any circumstances.

1.2. SUBMISSION OF BIDS

- 1.2.1. Bidders must submit their bids as per instructions in the NIT i.e. bids shall be strictly in accordance with the tender specifications.

- 1.2.2. Bids submitted by post shall be sent by 'REGISTERED POST / COURIER' and shall be posted with due allowance for any postal/courier delays. BHEL takes no responsibility for delay, loss or non-receipt of bids sent by post/courier. The bids received after the specified time of their submission are treated as 'Late Bids' and shall not be considered under any circumstances.
- 1.2.3. **SITE VISIT:** Before submission of Offer, the bidders are advised to inspect the site of work and the environments and be well acquainted with the actual working and other prevalent conditions, facilities available, means of transport and access to site, accommodation, etc. Visit shall be made on any working day between 09:00AM to 04:30PM with prior intimation. No claim will be entertained later on the grounds of lack of knowledge of any of site conditions. The costs of visiting the site shall be borne by the Bidder. The Bidder shall not be entitled to hold any claim against BHEL for non-compliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.
- 1.3. **COST OF BIDDING:** The Bidder shall bear all costs associated with the preparation and submission of the Bid including but not limited to Bank charges all courier charges including taxes & duties etc. incurred thereof. Further, BHEL will in no case, be responsible or liable for these costs, regardless of the outcome of the bidding process.
- 1.4. **TENDER OPENING:**
 - 1.4.1. Tender shall be opened at BHEL ASSCP, Gurugram on appointed date & time (or the extended date/ time, if any) by representatives of Contracting deptt. and Finance deptt. in the presence of representatives of bidders who would like to be present. The last day of submission (or the extended date of submission) and the opening date shall be same.
 - 1.4.2. Carrying/ use of mobile phone/ camera and any such recording device by vendors' representatives in the Tender Opening Room is prohibited.
 - 1.4.3. Price Bids of techno-commercially qualified bidders shall only be opened through the conventional price bid opening.
 - 1.4.4. Price Bids of techno-commercially unacceptable bidders shall not be opened.
 - 1.4.5. Price-bid of all techno-commercially acceptable bidders shall be opened on the same day in the presence of representatives of techno-commercially acceptable bidders who would like to be present.
- 1.5. **LANGUAGE**
 - 1.5.1. The bidder shall quote the "PERCENTAGE (%) SERVICE CHARGE" in English language and international numerals ONLY. The "SERVICE CHARGE" shall be entered in figures as well as in words. "Service Charges" shall be considered up to TWO decimal points only. Digits beyond TWO decimal points will be ignored and not rounded off. No representations on this account shall be entertained.
 - 1.5.2. All correspondence and documents relating to the bid exchanged by the Bidder and BHEL shall be written in the English language. Any printed literature/certificate/any other document furnished by the Bidder may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purpose of interpretation of the Bid the English translation shall prevail.
 - 1.5.3. **Currencies of Bid & Payment:** Indian Rupees (₹) only.
 - 1.5.4. **Singular & Plural:** Words importing the singular number shall also include the plural and vice versa, where the context requires.
 - 1.5.5. **Headings and Marginal Headings:** The headings and marginal headings in NIT are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or to be taken into consideration in the interpretation or construction thereof or the contract.
- 1.6. **PRICE DISCREPANCY / CORRECTION OF ARITHMETIC ERRORS:** Provided that the bid is substantially responsive, BHEL shall correct arithmetical errors on the following basis.

- 1.6.1. 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.
- 1.6.2. 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
- 1.6.3. 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 (a) and (b) above.
- 1.6.4. 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 i.e. BHEL, the bid is liable to be ignored.

1.7. POWER OF ATTORNEY:

- 1.7.1. In case of a Single Bidder, Power of Attorney issued by the Board of Directors/ CEO /Chairman/ MD / Company Secretary of the Bidder/ all partners is to be submitted
- 1.7.2. In case of Partnership firm/any person authorized in terms of Deed of LLP/Proprietor in favour of the authorized employee(s) of the Bidder, in respect of the particular tender for signing the Bid and all subsequent communications, agreements, documents etc. pertaining to the tender and to act and take any and all decision on behalf of the Bidder, is to be submitted.

1.8. TENDER PRICES:

- 1.8.1. Unless explicitly stated otherwise in the tender document, the contractor shall be responsible for the whole works, based on the Schedule of Works, Bill of Quantities and Payment shall be made as per accepted rates based on the activities carried out as in the Scope of work at Section-III.
- 1.8.2. While quoting the "Service Charge", bidders should consider all cost elements like financing cost, cost of maintenance of accounts, Insurance-Premium, Overheads, Profit Margins, Conveyance Charges, Amount of Security Deposit, Statutory Requirements / Obligations, Contractual Obligations and any other expenditure as deemed relevant by the Bidder or cost of any other item under its scope and to meet any expenses / exigencies (including bearing of penalty by Bidder as per Tender Document) so as to ensure continuity of services. While quoting the price, the bidder must keep in view the prevailing applicable minimum wages of the Haryana Government. It is the responsibility of the bidder to educate himself about all obligations to be performed under the contract, the financing cost, administrative expenses, Statutory liabilities, etc. and then submit the price accordingly.
- 1.8.3. If a bidder quote "Nil" service charge, the bid shall be treated as unresponsive and will not be considered for evaluation (in terms of provisions of Ministry of Finance, Dept. of Expenditure No 29(1)/2014-PPD dated 29/1/2014).
- 1.8.4. Bids without any element of cost over and above wages/ statutory payments (or below it) shall be treated as 'Nil' price quotation and would be rejected. The Contractor shall be liable for all kinds of dues payable in respect of all personnel provided under the contract and BHEL shall not be liable for any dues for availing the services of the personnel.
- 1.8.5. All duties, taxes and other levies payable by the service provider under the contract, or for any other cause, as in the month prior to the month of the deadline for submission of bids, should be included in the total bid price submitted by the bidder.
- 1.8.6. The bidders are advised to quote the "Service Charges" in terms of percentage of total of monthly charges arrived at S. No. 7 in "Annexure-J1" and same shall be payable to bidder on monthly basis. The service charges will be fixed for whole tenure of contract.
- 1.8.7. The service charge quoted in the Price-bid shall be exclusive of GST as levied by the Govt. of India time to time. GST shall be payable as applicable on actual.

- 1.8.8. Lowest “Service Charge” received against the Tender need not be acceptable to BHEL and in that case BHEL would not consider the same for Award of Contract. BHEL would negotiate or re-float the Tender if L1 price is not the lowest-acceptable price to them inter-alia other reasons.
- 1.9. **TENDER EVALUATION / EVALUATION OF BIDS:** Tender evaluation shall be carried out on the basis of documents required and commercial terms & conditions specified in the tender documents and changes thereof, if any, shall be communicated to all the bidders before price bid opening.
- 1.9.1. The Technical Bids submitted by the bidder(s) will be opened first and evaluated w.r.t documents required and other conditions in NIT/Tender documents, based on documentary evidences submitted by the bidder(s).
- 1.9.2. The priced bids of techno-commercially acceptable bidders shall be opened and shall be considered for evaluation.
- 1.9.3. Evaluation of Part-II (Price-bid) Bid shall be done on lowest quote basis i.e. % age (Percentage) Service Charge quoted by the techno-commercially qualified bidder.
- 1.9.4. In the event of more than one bidder having quoted identical lowest “Service Charge” and there is a tie amongst the bidders, the respective bidders would be asked to submit their revised service charges. This process would continue till the distinct acceptable L-1 rate is arrived.
- 1.9.5. If distinct L1 rate isn’t arrived at S. No. 1.9.4 and a tie prevails between more than one bidders at lowest acceptable rate (in line with tender terms & condition), then the L1 will be decided based on lottery which will be carried out in the presence of all the L1 bidders or their representatives who chose to be present.
- 1.9.6. Based on the above outcome, the bidders would be ranked from L-1 position in ascending order.
- 1.9.7. If the Service Charge percent is not filled up in the Price-bid and is not as per the requirements of the Bidding Documents, the same shall be omitted from evaluation.
- 1.10. **APPLICABLE CONTRACTUAL VARIATIONS:**
- 1.10.1. Within the validity or any extension of contract thereof, “Service Charge” shall remain firm without any escalation / variation for any reason, whatsoever, unless specifically provided herein. Contractor’s obligation shall remain unaffected by such escalation / variation. However, during the validity of contract period, the Contract Value will vary depending on the followings:
- i) Rates of Basic Plus VDA (subsequent to floating of this tender), as & when notified by Haryana Govt. will be applicable in the contract and accordingly the monthly bill(s) of the contractor will get amended against the documentary evidence;
 - ii) Rates of EPF / EPS / EDLI / ESI / Min. Monthly Bonus etc. (subsequent to floating of this tender), as & when notified by Governing Statutory Authorities will be applicable in the contract and accordingly the monthly bill(s) of the contractor will get amended against the documentary evidence.
 - iii) GST (as applicable) will be payable by BHEL to the Contractor during the execution of the contract along with monthly bill(s), against the documentary evidence.
- 1.10.2. BHEL reserves the right to increase or decrease the quantum of work / services upto 10% ($\pm 10\%$) at the same rates, terms & conditions of this NIT during the tenure of the contract. start
- 1.11. **VALIDITY OF OFFER:** Offers shall remain valid for **90 days’** period from the due date of submission of bids (including extension, if any). In case BHEL calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the bidder(s). In exceptional circumstances, prior to expiry of the original ‘Bid Validity Period’, BHEL may request the Bidders to extend the ‘Period of Bid Validity’ for a specified additional period. The request and the responses thereto shall be made in writing or by email. A Bidder may refuse the request without forfeiture of his EMD. A Bidder agreeing to the request will not be required or permitted to modify his Bid, but will be required to extend the validity of its EMD for the period of the extension and in accordance with Clause-1.12 in all respects.

1.12. EARNEST MONEY DEPOSIT (EMD):

1.12.1. EMD is to be paid by tenderers for securing fulfilment of any obligations in terms of the NIT. Every bid must be accompanied by the prescribed amount of Earnest Money Deposit (EMD) in the manner described herein.

- i) Each tenderer, participating in the tender, has to deposit/furnish EMD of 1,17,288.16/- in the following forms (along with the offer) in full:
 - a) Cash deposit as permissible under the extant Income Tax Act (before tender opening);
 - b) Banker's cheque/ Pay order/ Demand draft, in favour of **BHARAT HEAVY ELECTRICALS LIMITED** (along with offer), payable at **HYDERABAD**;
 - c) EMD can also be accepted in the form of 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).
 - d) EMD amount in excess of **₹2 Lakhs** may also be accepted in the form of Bank Guarantee. The Bank Guarantee in such case must be valid for at least six months. Proforma of bank guarantee in lieu of earnest money is enclosed at **Annexure-E**.
 - e) Electronic Fund Transfer credited in BHEL account (before tender opening);

BHEL ACCOUNT DETAILS
BANK NAME :STATE BANK OF INDIA
BRANCH :R&D COMPLEX, VIKAS NAGAR, HYDERABAD
A/C NO : 10202162640
IFS CODE: SBIN0010622

- ii) EMD in any other forms/modes except the forms/modes mentioned above will lead to the rejection of bid i.e. No other form of EMD remittance shall be acceptable to BHEL.
- iii) **MSEs bidders are exempted from the payment of EMD. However, there is no exemption of security deposit submission.**

1.12.2. EMD by the tenderer will be forfeited, if:

- i) After opening the bid and within the offer validity period, the tenderer revokes his offer or makes any modification in his bid which is not acceptable to BHEL.
- ii) The Contractor fails to deposit the required Security Deposit or to commence the work within the period as per LOI / Work Order.
- iii) EMD by the tenderer shall be withheld in case any action on the bidder 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.

1.12.3. EMD given by all unsuccessful tenderer shall be refunded normally within fifteen days from **award of contract**.

1.12.4. EMD shall not carry any interest.

1.12.5. Each bid shall be accompanied with a separate envelope carrying EMD, failing which the bid will be liable to be rejected.

1.13. SECURITY DEPOSIT:

1.13.1. Security Deposit means the security provided by the Contractor towards fulfilment of any obligations in terms of the provisions of the contract. The total amount of Security Deposit will be 5% of the total contract value. Upon acceptance of tender, the successful bidder must submit the security deposit in any of the following forms:

- i) Cash (as permissible under the extant Income Tax Act)
 - ii) Local cheque 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. Proforma of bank guarantee in lieu of security deposit is enclosed at **Annexure-F**.
 - 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).
- 1.13.2. **COLLECTION OF SECURITY**: At least 50% of the required Security Deposit, including the EMD, shall be collected before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected. If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor. In case of delay in submission of performance security, enhanced performance security which would include interest (SBI rate + 6%) for the delayed period, shall be submitted by the bidder.
- 1.13.3. The security deposit shall not carry any interest.
- 1.13.4. EMD of successful tenderer will be retained as part of Security Deposit.
- 1.13.5. The validity of Security Deposit shall be initially up to the validity of contract + three months, and the same shall be kept valid by proper renewal till the acceptance of Final Bills of the Contractor, by BHEL.
- 1.13.6. BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the Contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off the Security Deposit against any claims of other contracts of successful bidder with BHEL.
- 1.13.7. **RETURN OF SECURITY DEPOSIT**: Security Deposit shall be refunded / Bank Guarantee(s) will be released to the Contractor upon fulfilment of all the Contractual / Statutory obligations or after 03 (three) months from the date of completion of the contract whichever is later, after deducting all expenses / other amounts due to BHEL under the contract.
- 1.13.8. **BANK GUARANTEES**: Wherever Bank Guarantee is to be furnished / submitted by the Contractor, the following shall be complied with
- i) Bank Guarantee shall be from Scheduled Banks / Public Financial Institutions as defined in the Companies Act.
 - ii) The Bank Guarantee shall be as per prescribed formats.
 - iii) It is the responsibility of the contractor to get the Bank Guarantee revalidated / extended for the required period, as per the advice of BHEL. BHEL shall not be liable for issue of any reminders regarding expiry of the Bank Guarantee.
 - iv) In case the Bank Guarantee is not extended before the expiry date, BHEL reserves the right to invoke the same by informing the concerned Bank in writing, without any advance notice/communication to the concerned contractor.
 - v) Bidders to note that any corrections to Bank Guarantee shall be done by the issuing Bank, only through an amendment in an appropriate non-judicial stamp paper.

1.14. REJECTION OF BIDS

- 1.14.1. BHEL reserves the right to accept or reject any of the bid / all bids or cancel / withdraw the invitation for bid without assigning any reason whatsoever and in such case bidder shall have no claim arising out of

such action by BHEL. The acceptance of bid will rest with BHEL, not binding itself to accept the lowest tender.

- 1.14.2. BHEL also reserves the right to cancel the tender at any stage due to any administrative / internal reasons; whatsoever and in such case bidder(s)/successful bidder shall have no claim arising out of such action by BHEL.
 - 1.14.3. Unsolicited bids, bids which are incomplete or not in the form specified or defective or have been materially altered or not in accordance with the tender conditions, specifications etc., are liable to be rejected.
 - 1.14.4. If a bidder who is a proprietor expires after the submission of his bid or after the acceptance of his bid, BHEL may at their discretion, cancel such a bid. If a partner of a firm expires after the submission of tender or after the acceptance of the tender, BHEL may then cancel such tender at their discretion, unless the firm retains its character.
 - 1.14.5. If the bidder deliberately gives wrong information in his bid, BHEL reserves the right to reject such bid at any stage or to cancel the contract if awarded and forfeit the Earnest Money/Security Deposit/any other money due.
 - 1.14.6. Canvassing in any form in connection with the bids submitted by the Bidder shall make his offer liable to rejection.
 - 1.14.7. In case the Proprietor, Partner or Director of the Company/Firm submitting the tender, has any relative or relation employed in BHEL, the authority inviting the tender shall be informed of the fact along with the Offer. Failing to do so, BHEL may, at its sole discretion, reject the tender or cancel the contract and forfeit the Earnest Money / Security Deposit.
- 1.15. "The offers of the bidders who are under suspension and also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com.

Integrity commitment, performance of the contract and punitive action thereof:

COMMITMENT BY BHEL: BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

COMMITMENT BY BIDDER/ SUPPLIER/ CONTRACTOR: The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

The bidder/ supplier/ contractor 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 and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on <http://www.bhel.com> and/or under applicable legal provisions".

- 1.16. The Bidder(s) along with its associate/ collaborators/ sub-contractors/ 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 any fraud or suspected fraud as soon as it comes to their notice.

1.17. PROVISIONS FOR MICRO AND SMALL ENTERPRISES (MSEs)

Any Bidder falling under MSE category, shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their offer.

Type under MSE	SC/ST owned	Women owned	Others
Micro			
Small			

Note: - If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSE category.

- 1.17.1. MSE suppliers / bidders can avail the intended benefits only if they submit along with the offer, attested copies of either Udyog Aadhaar or 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 as **Annexure-D**) where deemed validity of EM-II certificate of five years has expired applicable for the last audited financial year. Date to be reckoned for determining the deemed validity will be the last date of Bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if the above required documents are not submitted along with offer.
- 1.17.2. **MSEs shall be exempted from payment of earnest money deposit at the time of bid submission. However, there is no exemption of security deposit submission.**
- 1.17.3. In tender, Micro and Small Enterprises quoting within the price band of L1+15% shall be allowed to supply the requirement up to 25% of the tender quantity (if tender can be split) or full order on MSE (if tender cannot be split) subject to condition that such Enterprises bring down their price to L1 price where L1 price is from other than a Micro and Small Enterprise. If L1 offer is from a Micro / Small Enterprise, this provision will not be applicable. In case more than one Micro and Small Enterprise is there within this span, the supply shall be shared proportionate to the tender quantity.

For more clarity in this regard, following table is furnished;

Cannot be Split	L1	Full Order on MSE
Cannot be Split	Not L1 but within L1+15%	Full Order on MSE subject to matching L1 price

- 1.17.4. **This tender is non divisible & falls under Service contract**
- 1.17.5. **Special provision for Micro and small enterprises owned by SC or ST:** - Sub target of 25% (i.e. 6.25% out of 25%) would be earmarked for procurement from Micro and Small Enterprises owned by the Scheduled Caste or Scheduled Tribe Entrepreneurs provided that in event of failure of such Micro and Small Enterprises to participate in the tender process or meet the tender requirements and the L1 price, the 6.25% sub-target for procurement earmarked MSE owned by Scheduled Caste or Scheduled Tribe Entrepreneurs shall be met from other MSE Enterprises/s.
- 1.17.6. **Provision for Startups:** For this procurement, Public Procurement (Preference to Make in India 2017), Order 2017 dated 15-06-2017 ,28-05-2018 and 29-05-2019 and Subsequent Orders issued by respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of this contract/ PO/ WO against this NIT.
- 1.17.7. **Special provision for Micro and small enterprises owned by Women:** - Sub target of 25% (i.e. 3% out of 25%) would be earmarked for procurement from Micro and Small Enterprises owned by Women Entrepreneurs provided that in event of failure of such Micro and Small Enterprises to participate in the tender process or meet the tender requirements and the L1 price, the 3% sub-target for procurement earmarked MSE owned by Women Entrepreneurs shall be met from other MSE Enterprises/s.

Definition of MSEs owned by Women Entrepreneurs is clarified as under:

- In case of proprietary MSE, proprietor shall be women;
- In case of partnership MSE, the women partners shall be holding at least 51% share in the Unit;
- In case of Private Limited Companies, at least 51% share shall be withheld by Women promoters.

- 1.17.8. In case of any change in the MSE status of the Bidder, it shall be the responsibility of the Bidder to notify the change as a part of the Bid document. If at a later date it comes to the knowledge of BHEL, that the change in the status has not been intimated by the Bidder and the order is obtained under the premise of an MSE then BHEL would cancel the pending order against this tender and take necessary steps for suspension of the business dealing with the Bidder as per the procurement policy of BHEL.
- 1.17.9. In case after the bid opening it is seen that no MSE has become L1, then depending on the nature of the item, if it is not possible to split the tendered items / quantities on account of reasons like customer contract requirements of supplying one make for a given project or technical reasons like the tendered item being a system etc. then BHEL would not counter offer the L1 prices even though there may be MSE bidders within the +15% band of L1.
- 1.17.10. However, credentials of all MSE suppliers / bidders will be verified before considering the intended benefits for MSE suppliers at the time of tender evaluation.
- 1.17.11. **Startups who are also registered as MSEs and wish to avail the benefits as applicable to MSE, shall submit relevant documents covered under Conditions for Micro and Small Enterprises elsewhere in this tender.**
- 1.18. **RISK & COST:** This clause, in line with other Conditions of Contract will be invoked in any of the following cases. In such an event, it shall be obligatory on the part of Contractor to make good any loss suffered by BHEL. In such cases, BHEL shall withhold bills, Security Deposit, etc. of the Contractor, which are pending either at BHEL-Corporate Office or any other Unit of BHEL. Wherever Risk purchase clause (amounting to more than 5% of contract value) is invoked, action shall be initiated as per relevant clause of "Guidelines for suspension of business dealings with Suppliers / Contractors" which is uploaded on BHEL website www.bhel.com. To know the implications of suspension, the bidder may see aforesaid guidelines.
- 1.18.1.1.1. Contractor's/ supplier's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor/ supplier including unexecuted portion of work/ supply does not appear to be executable within balance available period (#) considering its performance of execution.
- 1.18.1.1.2. Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.
- 1.18.1.1.3. Non completion of work/ Non-supply by the Contractor/ supplier within scheduled completion/delivery period as per Contract or as extended from time to time, for the reasons attributable to the contractor/ supplier.
- 1.18.1.1.4. Termination of Contract on account of any other reason (s) attributable to Contractor/ Supplier.
- 1.18.1.1.5. Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
- 1.18.1.1.6. Non-compliance to any contractual condition or any other default attributable to Contractor/ Supplier.
- # In-case inputs from BHEL/Customer are likely to be delayed or are actually delayed, this delay may also be taken into account while considering balance period available for execution of Contract.

Risk and Cost against Balance Work:

Risk & Cost Amount= $[(A-B) + (A \times H/100)]$

Where, A= Value of Balance scope of Work/ Supply (*) as per rates of new contract

B= Value of Balance scope of Work/ Supply (*) as per rates of old contract being paid to the contractor/ supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

H = Overhead Factor to be taken as 5

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

*(Balance scope of work/ supply)

- 1.19. The bid submitted by a techno commercially qualified bidder(s) shall become the property of BHEL who shall be under no obligation to return the same to the bidder. However unopened price bids and late bids shall be returned to the bidders.

- 1.20. Any discount/ revised offer submitted by a bidder on its own shall be accepted provided it is received on or before the due date and time of offer submission (i.e. Part-I bid). The discount shall be applied on pro-rata basis to all items unless specified otherwise by the bidder. Unsolicited discounts/ revised offers given after Part-I bid opening shall not be accepted.
- 1.21. In case of changes in scope and/ or technical specifications and/ or commercial terms & conditions, having price implications, techno-commercially acceptable bidders shall be asked by BHEL (after freezing the scope, technical specifications and commercial terms & conditions) to submit the impact of such changes on their price bid. A suitable cut-off date and time should be given to all the techno-commercially acceptable bidders to submit the impact on their price bids.
- 1.22. In the event of any bidder, after finalizing the technical specification & scope of work, opting to revise and submit their latest price bid instead of submitting impact on their price bid asked by BHEL, then their original price (i.e. the previous bid) shall also be opened to know the price impact. BHEL shall not be responsible for any expense incurred by bidders in connection with the preparation & delivery of their bids, site visit, participating in the discussion and other expenses incurred during the bidding process.
- 1.23. The tender schedule and the tender shall be deemed to form an integral part of the contract to be entered into for this work. All the terms & conditions mentioned in this tender document shall form a part of the Contract-Agreement, which shall be executed between the successful bidder and BHEL. The Contractor will be abiding to execute the work assignments on job contract basis strictly in accordance with the terms and conditions of the tender documents. The Contractor will be responsible for the quality of the job and will immediately rectify the deficiency pointed out in the job performed.
- 1.24. **SUBLETING:**
 The Contractor should not sub-contract part or complete work detailed in the tender specification undertaken by him without written permission of BHEL. The Contractor is solely responsible to BHEL for the work awarded to him.
- 1.25. **INCIDENTS RESULTING IN TERMINATION OF CONTRACT:** Following incidents will be considered as reason for both; imposition of penalties being in the nature of liquidated damages for breach of contract and may also attract termination of contract prior to its conclusion and the completion of the services assignment as the case may be.

S. No.	Incident
a.	In the event of external factors (like natural disasters) which are beyond the control of the Contractor or BHEL.
b.	BHEL reserves the right to terminate by prior written notice, the whole or part of the contract. The notice of termination shall specify that termination be for BHEL's convenience, the extent to which performance of work under the contract is terminated and the date on which such termination becomes effective.
c.	In the event of Failure/inability of one party or the other.
d.	Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the accepting officer shall have the option of terminating the contract without compensation to the contractor's authorized survivors.
e.	In the event of cancellation of any of the licenses or statutory permissions required for carrying out the services.
f.	In case, the personnel deployed by the Contractor found to have indulged in any criminal activity in BHEL premises.
g.	In case of any misrepresentation while claiming the payment.
h.	In case of non-compliance of any statutory obligations (as stated in this tender document) by the Contractor during the execution of Contract, may results into termination of Contract. In addition to the above, the Contractor shall also be liable for the penalties provided under the respective statute.
i.	In case of repeated violation of any of the terms of the agreement despite giving warnings on different occasions.
j.	If the Contractor fails to deliver any or all of the services within the time period(s) specified in the Contract, or any extension thereof granted by BHEL;
k.	If Contractor fails to perform any other obligation under the Contract;

- 1.25.1. The grounds mentioned hereinabove are not exhaustive but merely illustrative. BHEL reserves its rights to terminate the Contract (in whole or in part) at any time in the event the Contractor has contravened any provision of the Contract or any other legal requirement or due to repeated/habitual non-adherence

to the qualitative, quantitative and time requirements stipulated in the Contract after giving a notice of 30 days for rectification of the same. If the Contractor has not rectified/ corrected the deficiencies stated in the written notice issued by BHEL, within the period of 30 days from the date of issue of notice, then the Contract may be terminated by BHEL by giving a written communication to the Contractor.

- 1.25.2. In the event of the termination of the Contract for any reason whatsoever, BHEL's liability shall only extend to making payment to the Contractor of the Contract Price accruing (prorated, if necessary) up to the date of termination for actual services rendered by the Contractor after making all deductions that BHEL is entitled to make pursuant to provisions of this Contract. BHEL shall not have any liability to pay to the Contractor any compensation or reimburse any costs incurred by the Contractor and the Contractor hereby waives any claim for compensation for losses/damages and/or reimbursement of costs.
- 1.26. **RECOVERY FROM CONTRACTOR:** Whenever under the contract, any sum of money shall be recoverable from or payable by the contractor, the same may be deducted from any sum then due or which at any time thereafter may become due to the contractor under the contract or under any other contract with BHEL or from his security deposit, or the contractor shall pay the claim on demand without any terms & conditions.
- 1.27. **POST TECHNICAL AUDIT OF WORK & BILLS:** BHEL reserves the right to carry out a post payment audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc. and to enforce recovery of any sums becoming due as a result thereof in the manner provided into the proceeding sub-paragraph provided however, that no such recovery shall be enforced after three years of passing the final bill.
- 1.28. **SECURITY OF CONFIDENTIAL INFORMATION:** The bidder(s)/contractor agree & acknowledge that in the course of their discussions and interaction, BHEL may disclose information of confidential proprietary nature relating to its business, products, know-how, technology, customers, employees and financial to the bidder(s)/contractor. Such information shall be considered as confidential. The contractor agrees to keep it confidential & secret at all times and not directly or indirectly disclose to any party other than its employees and authorized personnel's strictly on a need know basis, without the prior written permission of BHEL.
- 1.29. **SETTLEMENT OF DISPUTES:**
- 1.30. **CONCILIATION:** If at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, execution, effect, interpretation or breach of the Contract, which the Parties are unable to settle mutually, arise inter-se the Parties, the same may be referred by either Party to Conciliation to be conducted through Independent Experts Committee (IEC) to be appointed by competent authority from the BHEL Panel of Conciliators.

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration & Conciliation Act, 1996 or any statutory modification thereof and as provided in the BHEL Conciliation Scheme as applicable from time to time.

- 1.31. **ARBITRATION:**
- i. In case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by BHEL .
 - ii. The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.
 - iii. Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be Gurugram (Haryana).
 - iv. The cost of arbitration shall be borne as per the award of the Arbitrator.
 - v. Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.

- vi. In case of order/contract on Public Sector Enterprises (PSE) or a Govt. Deptt., the following clause shall be applicable: -
- vii. In the event of any dispute or difference relating to the interpretation and application and execution of the Contract, such dispute or difference shall be resolved amicably by mutual discussions. In case of disputes not resolved by mutual discussions, these shall be referred by either parties for resolution of CPSES Disputes (AMRCD) as mentioned for in Department of Public Enterprises (DPE) Office Memorandum Ref. No. F. No. 4 (1)/2013-DPE(GM)/FTS- 1835 dated 22.05.2018 as amended.

1.32. APPLICABLE LAWS AND JURISDICTION OF COURTS:

Indian laws both substantive and procedural, for the time being in force, including modifications thereto, shall govern the Contract including Arbitration proceedings. Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of a suit, any and all actions and proceedings arising out of or relative to the contract shall lie only in the court of competent civil jurisdiction in this behalf at **GURUGRAM** and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts.

1.33. LEGAL CONDITIONS:

- a. The information gathered by outsource staff during course of their work shall not be divulged to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the agency as well as the person concerned liable for penal action under IPC, CrPC or any other relevant provision besides, action for breach of contract.
- b. The Contractor will be responsible for compliance of all statutory provisions relating to Minimum Wages payable to all workers under the Minimum Wages Act, Provident Fund and Employees State Insurance etc. in respect of the persons deployed by it at BHEL premises. BHEL shall have no liability in this regard.
- c. The Contractor shall also be liable for depositing all taxes, cess etc. on account of service rendered by it to BHEL, to the concerned tax collection authorities from time to time as per extant rules and regulations in the matter.
- d. The Contractor shall maintain all statutory registers under the Law. The agency shall produce the same on demand, to the concerned authority of BHEL or any other authority under Law
- e. The Tax Deduction at Source (TDS) shall be done as per the provisions of income Tax Act Rules, as amended from time to time and certificate to this effect shall be provided to the agency by BHEL.
- f. The Contractor should arrange for all required permits, licenses, etc., at his own cost.
- g. In case, the Contractor fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof BHEL is put to any loss / obligation, monetary or otherwise, BHEL will be entitled to get self-reimbursed out of the outstanding bills to the extent of the loss or obligation in monetary terms.
- h. BHEL reserves the right to withdraw / relax any of the terms and conditions mentioned, so as to overcome the problem encountered at a later stage.
- i. In case of the death of contractor (under proprietorship), without prejudice to any of the rights or remedies under the contract, BHEL shall have the option of terminating the contract without compensation to the contractor's legal heirs/ successors
- j. In case of violation of any legal and/or contract stipulations, BHEL reserves the right to terminate the contract and forfeit the Security Deposit under the contract in addition to recovery of the monetary impact due to such violation, if any, from any of the payable amount under the contract or any other contract with BHEL.
- k. All the statutory requirement under the
 - Minimum Wage Act 1948
 - Factories Act 1948
 - Payment of Wages Act 1936
 - EPF Act and MP Act 1952
 - Payment of Gratuity Act 1972
 - ESIC Act 1948
 - Contract labour (R&A) Act 1970
 - Payment of Bonus Act 1965
 - Income Tax Act, GST Act, Industrial Dispute Act 1947 and the other applicable act and rule there under, shall be complied by the contractor and notification issued in relation to the employment of his employees issued from time to time by the concerned authorities. Any penalty or demands by the statutory authorities for noncompliance of any of the applicable laws shall be the responsibility of the contractor.

1.34. DEFAULT/BREACH OF CONTRACT, INSOLVENCY AND RISK PURCHASE CLAUSE

- 1.34.1. If the Service Provider / Contractor fails to provide the required services as per the Contract / fails to deliver the goods or materials or any instalment thereof within the period(s) fixed for such delivery or delivers goods or materials not of the contracted quality and failing to adhere to the contract specifications or at any time repudiates or otherwise abandons the contract before expiry of such period or refuses or is unable to supply / provide goods / services or materials covered by the Order/Contract either in whole or in part or otherwise fails to perform the Order/Contract or commits any breach of the Order/Contract not herein specifically provided for or in the event of the death or insanity or if the Seller/Contractor being an individual or if a firm on a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the Order/Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolved under the Partnership Act or if the Seller/Contractor(Service Provider) being a company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager, the purchaser without prejudice to his right to recover any expenses, losses or damages to which the purchaser may be put to incur or sustain by reason of the Seller/Contractor's default or breach of Order/Contract shall be entitled to cancel the Order/Contract either in whole or portion thereof without compensation to the Seller/Contractor(Service Provider) and if the purchaser so desires, he may procure upon such terms and in such manner as he deems appropriate, stores not so delivered or others of a similar description where stores exactly complying with particulars are not, in the opinion of the purchaser, which shall be final, readily procurable, at the risk and cost of the Seller/Contractor(Service Provider) and the Seller/Contractor(Service Provider) shall be liable to the purchaser for any excess costs provided that the Seller/Contractor(Service Provider) shall continue the performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The Seller/Contractor (Service Provider) shall on no account be entitled to any gain on such repurchases.
- 1.34.2. Cost of the purchases/service made by the Purchaser/Service taker at the risk and cost of the seller/Contractor (Service Provider) shall be worked out after levying 30% overheads as departmental charges on the cost of materials / services so purchased/hired.
- 1.35. **FORCE MAJEURE:** A Force Majeure (FM) means extraordinary events or circumstance beyond human control such as an event described as an Act of God (like a natural calamity) or events such as war, strike, riots, crimes (but not including negligence or wrong-doing, predictable/seasonal rain and any other events specifically excluded in the clause). An FM clause in the contract frees both parties from contractual liability or obligation when prevented by such events from fulfilling their obligations under the contract. An FM clause does not excuse a party's non-performance entirely, but only suspends it for the duration of the FM. The firm has to give notice of FM as soon as it occurs and it cannot be claimed ex-post facto. There may be a FM situation affecting the purchase organization only. In such a situation, the purchase organization is to communicate with the supplier along similar lines as above for further necessary action. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for a period exceeding 90 (Ninety) days, either party may at its option terminate the contract without any financial repercussion on either side.
- Notwithstanding the punitive provisions contained in the contract for delay or breach of contract, the supplier would not be liable for imposition of any such sanction so long as the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event covered in the FM clause.
- 1.36. **DEVIATIONS:** Offers/Bids with deviation shall not be considered for evaluation. Bidder may note that Bid shall be in full compliance to the requirements of Bidding Document, failing which bid shall be considered as non-responsive and may be liable for rejection.
- 1.37. **AGREEMENT TENURE & CONTRACT PERIOD:** The contract will commence on the date as applicable against the contract/agreement and will remain in force for a period of **two years**. However, this Agreement/ contract can be foreclosed at any time by giving **15 (Fifteen) days' notice** to the Contractor without assigning any reason therefore and without prejudice to the rights of BHEL to recover any amount becoming due under this Agreement.
- 1.38. The Successful Tenderer will have to ensure "minimum requisite qualification and experience" before engagement / deployment at BHEL-premise as mentioned below. BHEL at its own discretions may ask the Contractor to get documents/qualification/skill of workforce verified at any stage during the validity of contract. Under any circumstances, workforce not having minimum requisite qualification and experience, should be engaged / deployed by successful tenderer under this contract. Non-compliance on this account observed at any

stage during the validity of contract, penalty will be levied & suitable action will be taken against the Contractor as per tender terms & conditions. BHEL's decision in this regard shall be final & will be binding on the Contractor.

- 1.38.1. Unskilled Worker (USW): For providing Services at Job-Premise, the Contractor has to deploy unskilled workforce who knows operations that involve the performance of simple duties, which require the experience of little of no independent judgment or previous experience although familiarity with the occupational environment is necessary.
- 1.38.2. Skilled Worker (SW) Type A: For providing Services at Job-Premise, the Contract has to deploy skilled workforce who must be Matriculate (10th Pass) or has years of experience as defined in Table 1 of specification; his/her shall be capable of working efficiently of exercising considerable independent judgement and of discharging his duties with responsibility. They must possess thorough & comprehensive knowledge of the trade, craft or industry in which they will be deployed by the Contractor. Specific work, wherever required, work supervisor, receptionist etc. should have basic knowledge of operating computer

OR

The Contractor i.e. the employer of contract workers will give certification regarding eligibility of an individual for his/her respective category for mentioned above on the basis of their skills/experience etc.

- 1.39. Lowest "Service Charge" received against the Tender need not be acceptable to BHEL and in that case BHEL would not consider the same for Award of Contract. BHEL would negotiate or re-float the Tender if L1 price is not the lowest acceptable price to them inter-alia other reasons.
- 1.40. **BHEL reserves the right to cross-check / verify the genuineness of the documents submitted along with the offer by the bidder. At any stage, BHEL may also ask for original documents and bidder / contractor has to submit the same. If at any stage, the document(s) submitted by bidder / contractor is/are found incorrect/ false, the necessary action will be taken by BHEL against the bidder/contractor as per extant guidelines / policies / terms & conditions of this tender.**
- 1.41. **No Claim Certificate:** The Contractor shall not, be entitled to make any claim, whatsoever, against BHEL under or by virtue of or arising out of this contract nor shall BHEL entertain or consider any such claim after Contractor shall have signed a "no claim certificate (WAM 10)" in favour of BHEL in such forms as shall be required by BHEL after the works are finally accepted or finalization of contract.
- 1.42. The performance of the services will be continuously evaluated by the designated committee/user groups nominated by BHEL.
- 1.43. **Lisasoning with local and state authorities:** Service Provider will co-ordinate with state and local authorities for the work being done by it, as needed.
- 1.44. **Value Engineering for better services and Cost Reduction:** Service Provider will use the expertise it has to suggest ways and means of improving the services and reducing cost.
- 1.45. **Due Diligence:** The Bidder is expected to examine all instructions, forms, terms & specifications in the bidding document. Failure to furnish all information required by the bidding document or submission of a bid not responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid.
- 1.46. **Any guidelines issued by BHEL during execution of contract will form part of contract.**

SECTION-II

SPECIAL TERMS & CONDITIONS OF TENDER

2. SPECIAL INSTRUCTION TO BIDDERS:

2.1. SCOPE OF CONTRACT:

Quotations for “Facility Management Services (Providing housekeeping, factory, Horticulture and office work services)” at BHEL Amorphous Silicon Solar Cell Plant (ASSCP), Gwal Pahari-122003, Gurugram, Haryana, as per Schedule of Work.

2.2. Successful Contractor has to deploy the minimum workforce as emphasized in the scope of services in the contract at any given day. Successful bidder shall have to execute “Contract Agreement” on a **non-judicial stamp paper of ₹200/-** at Gurugram, Haryana-India, immediately after the issuance of LOI / Work Order. Payment will not be released if agreement is not signed & submitted.

2.3. WEEKLY-OFF:

2.3.1. Every worker must be allowed at least one day of rest/weekly-off for every six continuous working days.

2.3.2. Granting of weekly off is to be carried out by the Contractor without compromising the sanctioned strength for deployment.

2.3.3. The Contractor will maintain proper records of weekly-off granted to the concerned worker.

2.4. WORKING TIME

Worker deployed shall perform their duty against the areas of responsibility. The Working hours’ /shift timings are as under: -

(a) I: shift 0600 to 1400 hrs.

(b) II: Shift 1400 to 2200 hrs.

(c) III: Shift 2200 to 0600 hrs.

(d) General Shift / Office Hours 0830 to 1700 hrs.

OR as and when revised / notified as per work requirement

2.5. **STATUTORY OBLIGATIONS / COMPLIANCES / REQUIREMENTS:** Contractor shall comply with all the statutory requirements, rules, regulations, notifications in relation to employment of his employees, issued from time to time by the concerned authorities. The Contractor shall duly comply with all Acts, Laws, or other Statutory rules, regulations, bye-laws applicable or which are applicable to Gurugram, Haryana-India with regard to the performance of the work assignments included herein or concerning this Agreement and the amendments made thereafter to applicable Acts/ Laws and from time to time take such steps as may be deemed necessary in this regard. Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him. Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and also provide a copy of the same to BHEL.

2.6. **LABOUR LICENCE:** The Contractor shall have to obtain labour license {(as on date- if the number of workforce deployed is more than 19) from appropriate government (as on date Central Government)} by taking up the job on contractual basis under Contract Labour (Regulation and Abolition) Act-1970 and submit the copy of licence to BHEL within 15 days from the date of placement of Work Order / LOI. No contractor to whom Contract Labour (Regulation and Abolition) Act-1970 applies shall supply or engage contract labour in the establishment or undertake or execute the work through contract labour without a valid labour licence. In case the number of workforce desired to be deployed by the contractor against the contract during execution exceeds the number of workforce allowed in the license, then the contractor shall obtain prior amended valid labour license for the contract for the requisite number of workforce.

- 2.7. RETURNS UNDER LABOUR LAWS:** The Unified Shram Suvidha Portal, developed by Government of India, facilitates reporting of inspections & submission of Returns and has also been envisaged as a single point of contact between employer, employee and enforcement agencies bringing in transparency in their day-to-day interactions. For integration of data among various enforcement Agencies, the Contractor, as an inspectable unit, is required to register and obtain Labour Identification Number (i.e. LIN) from Shram Suvidha Portal and submit the same in BHEL. Single Online Common Annual Return under various laws has been made operational on Shram Suvidha Portal since 24th April 2015 to facilitate filing of simplified Single Online Return by the establishments instead of filing separate Returns, under the Various Acts and same shall be duly filed by the contractor with a copy to BHEL. The Contractor shall submit annual returns in Form-6A and Form 3A, prescribed under statutory EPF scheme, 1952 and annual returns in Form-6 prescribed under ESI Act, in respect of all the workforce (wherever applicable) deployed by him with a copy to BHEL.
- 2.8. ISSUE OF PHOTO IDENTITY CARD:** Each worker engaged by the contractor shall be issued a photo identity card, by the contractor employing or engaging the guard. The photo identity card shall be issued in such form as may be prescribed under relevant Act. The Contractor shall ensure that the Workforces engaged by him must wear & display ID-cards prominently on their uniform during their duty period. All the personnel so deployed will follow strictly the security regulations of the BHEL, in vogue from time to time.
- 2.9. UNIFORM:** The contractor has to ensure that uniform and turnout of the workforce shall be smart and proper at all times. Thus, it will be the responsibility of contractor to provide adequate uniform and protective clothing items to all workforce deployed by them. It is also to be noted by the contractor that since BHEL is making payment of uniform allowance to the Contractor, BHEL reserves the right to check the same. The contractor will be solely responsible to procure and issue the prescribed uniform and accessories to the workforce deployed by him. The uniform shall not be similar to any color/ pattern prohibited by any existing law in force in the country. The Contractor shall ensure that while on duty, his workforce put proper uniforms in distinctive color code and in neat and clean conditions issued to them by the Contractor.
- 2.10. CONDUCT:** Contractor shall behave properly with the dealing officials of BHEL and shall not use baseless or unparliamentary word or language in verbal/written communications against any officials of BHEL. Such act on part of the contractor, the same shall be viewed seriously by BHEL and suitable action, as deemed fit, shall be taken by BHEL. The Proprietors/director(s)/ authorized representative(s) on behalf of Contractor shall visit the work premise of BHEL covered under this Agreement once in 15-days during the working hours and meet BHEL representative (an executive nominated by BHEL) as a matter of routine for maintaining regular contacts and ensuring effective coordination on all related issues of Agreements. The contractor shall not indulge in any form of coercion, intimidation, threats, fake allegations acts which prevent / obstruct BHEL Officials in discharging their duties. If any discrepancy comes to notice in this respect on part of the contractor, the same shall be viewed seriously by BHEL and suitable action, as deemed fit, shall be taken by BHEL. The contractor shall not circulate any misleading papers / pamphlets advertisements / any social media which are factually not correct / defamatory to officials or to BHEL
- 2.11. CHARACTER VERIFICATION AND ANTECEDENCE:** The contractor should get the character checked of all the workforce deployed by them at the work premises, before engaging & deploying them in BHEL premises. The contractor needs to provide to BHEL a declaration to the effect that there is no case with the Police/Court/Regulatory authorities against their employee. In case the contractor desires to change the Workforce deployed by him/her due to any reason or BHEL requires the Contractor to withdraw any workmen, the new incumbent (replacement) should be deployed with the clearance of BHEL, subject to verification.
- 2.12. FITNESS:** The service provider/contractor shall ensure all the employees engaged by him are medically fit to work in BHEL premises. The physical fitness must be verified by a medical certificate issued by a qualified medical practitioner and the same need to be submitted to the concerned in charge.
- 2.13. CARE & TREATMENT:** Contractor or his representative should be in regular touch with all his workforce during all work timings. If any member of workforce falls ill or suffers an accident / injury, the contractor or his authorized representative, shall immediately arrange to take him/her for proper medical care. Delay / ignoring will be treated as violation of contractual obligations. Provisions of First Aid Facility should be provided & maintained by the Contractor so, as to be readily accessible during all working hours. Adequate arrangement shall be made for immediate recoupment of the equipment when necessary.

In case, while on duty and during the course of engagement in work premises of BHEL under this Agreement, if any of the Contractor's Workforce meet (s) with any injury / indisposition due to accident or other natural calamities, the Contractor shall ensure that immediate and adequate medical aid viz., first -aid and subsequent

treatment facilities are provided to the person(s) concerned free of cost without fail. In addition, the Contractor shall also be liable for meeting other statutory liabilities like ESI, Insurance etc. Contractor shall make every arrangement to render all the possible assistance to their workforce in such cases. All the facilities required to be provided to workforce under Contract Labour (Regulation & Abolition), Act, 1970 shall be provided by the Contractor.

- 2.14. **DEATH CUM ACCIDENTAL INSURANCE POLICY:** The Contractor shall necessarily buy death cum accidental insurance (24x7) policy for all of his workforce to be deployed under the contract before the start of work. No workforce should enter the BHEL-premises or working area without insurance cover. Copy of the Insurance Policy to be necessarily submitted by the Contractor in the first month itself of start of the contract. The coverage shall be of ₹5.00 Lakhs per individual. The sum assured (₹5.00 Lakhs) shall become payable to the nominee/legal heir in the event of death due to accident of insured person. In the event of death of any member of workforce deployed by the contractor without proper insurance cover, the contractor shall be liable to pay ₹5.00 Lakhs to the nominee/ legal heir of such deceased member of workforce. Accident Insurance Scheme which will be a one-year cover, renewable from year to year, offering accidental death & disability on account of an accident. The Contractor will be responsible to pay the premium per annum per member for all the workforce during the contract. The Contractor must submit documentary evidence to show coverage of all the workforce under the above mentioned insurance scheme at all times during the validity of contract. The bidder(s) have to assess the premium of insurance cover for the entire contract period. Bidders should include the impact of cost of insurance cover in their quote (i.e. Service Charge) itself.
- 2.15. **Health, Safety and Environment (HSE) MANAGEMENT:** All necessary precautions for safety of the man / machine, fire hazard & environmental aspects shall have to be taken by the Contractor for the activities performed by his workforce. The Contractor will be responsible for meeting all obligations for providing a safe and healthy workplace for its workforce. The contractor will be responsible for frequent and regular safety inspections of the worksites, materials, and equipment by its competent employees.
- 2.16. **Safety and Personal Protective Equipment:** Unless otherwise specified, the contractor is responsible for providing all necessary safety and personal protective equipment (PPE) needed by its workforce. This equipment must meet appropriate OSHA requirements and be in good working order. The contractor shall ensure that its workforce have received appropriate training on the use and maintenance of safety and PPE prior to its use. Failure to correctly use appropriate safety equipment is a violation of the contract and may result in penalty in line with tender T & C. It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the "National Policy on Safety, Health and Environment at Workplace".
- 2.17. **REGISTERS, RECORDS AND COLLECTION OF STATISTICS:** All registers and other records required to be maintained under various Labour Laws Rules, shall be maintained complete and up-to-date, and, unless otherwise provided for, shall be kept with Work Supervisor. Such registers shall be maintained legibly in English and Hindi or in the language understood by the majority of the workforce. In case of any call seeking information or statistics in relation to contract labour at any time by an order in writing, the same should be provided without fail.
- 2.18. **ATTENDANCE RECORD:** Attendance of the workforce deployed by the Contractor will be maintained by the Contractor and copy of such document duly signed & stamped by the Contractor shall be provided to BHEL. Contractor is required to install/arrange Bio-Matric Attendance System to regulate attendance of the workforce engaged by them. Contractor shall provide proper Biometric Employment cards for the workforce to be deployed by him for Work/Services, duly signed by the contractor or authorized person on behalf of contractor. All the workforce deployed by the Contractor at work premises should also mark their attendance in the Bio-Matric Attendance System installed at BHEL premises. For the same, the Contractor should complete all formalities before deployment of workforce at work premises. However, a physical attendance register (Muster-Roll) shall be also maintained by the concerned Work Supervisor of the Contractor at work premise for physical verification by BHEL / statutory authorities.
- 2.19. **WAGES:** Wages are subject to amendments as & when promulgated from time to time by Labour Department of Govt. of Haryana. The Contractor will pay wages to his employed worker so engaged (for deployment under this contract) not less than the wages as prescribed by Labour Department of Govt. of Haryana. Increase of VDA (variable dearness allowance) as & when notified by Govt. of Haryana subsequent to the floating of tender will be incorporated in the monthly wage calculation.

- 2.19.1. Components of Wages / Statutory Payments (i.e. Rates of Wages, Rates of Contribution by Employer & Employee towards EPF & ESI, Rates of Contribution by Employer towards Bonus, Rates

of Overtime Wages etc.) will also be payable to the Contractor as per applicable latest rules/acts/regulations & policies promulgated by Competent Government Authority.

2.19.2. Contractor shall issue wage slips, to the workmen at least a day prior to the disbursement of wages. The Wage slip must bear the Contractor's name & logo etc. The 'Wage Slip' must also mention clearly the Name & ID of individual, all the wage components. Besides, UAN, PF Account No., ESI Account No., all other relevant details must also be mentioned on the 'Wage Slip'. The Contractor will be responsible for Maintenance of records / exhibiting of notices / issue of wage slips etc.

2.19.3. The contractor shall fix wage periods in respect of which wages shall be payable.

2.19.4. No wage period shall exceed one month.

2.19.5. Where the employment of any member of workforce is terminated by or on behalf of the contractor the wages earned by him shall be paid before the expiry of the second working day from the day on which his employment is terminated.

2.19.6. All payments of wages shall be made on a working day and during the working time and on a date notified in advance and in case the work is completed before the expiry of the wage period, final payment shall be made within 48 hours of the last working day.

2.19.7. Wages shall be paid without any deductions of any kind except those specified by the Central Government by general or special order in this behalf or permissible under the Payment of Wages Act, 1936 (4 of 1936).

2.20. **BONUS:** The contractor shall be liable to pay statutory bonus under The Payment of Bonus Act 1965 and submit proof of disbursement. The contractor shall ensure the payment of Min. Bonus @ 8.33% as per Payment of Bonus Amendment Act 2015. Same is applicable for the Wages up to 21,000/- . As per Bonus Amendment Act-2015, bonus is to be computed on 7,000/- or the minimum wage for the scheduled employment, as fixed by the Appropriate Government, whichever is higher. The contractor shall strictly comply with the provisions of The Payment of Bonus Act 1965 and The Payment of Bonus Amendment Act-2015. The Contractor has to disburse the payment of Bonus to their workforce within a period of eight months from the close of the accounting year. Payment against Min. Bonus shall be made to the contractor when the contractor submits proof of such payment at the end of one accounting year i.e. annual basis (and not with every monthly bill).

2.21. **EPF:** The Contractor shall comply with the provisions of Employees Provident Fund Scheme, 1952; Employees' Pension Scheme, 1995; and Employees Deposit Linked Insurance Scheme, 1976; as modified from time to time through enactment of Employees Provident Fund & Miscellaneous Provisions Act, 1952, wherever applicable and shall also indemnify BHEL from and against any claims under the aforesaid Act and the Rules. The Contractor should allot PF account number and get the nomination form, duly filled in, from each member of workforce deployed by him at the time of joining. Each member of workforce must have his/her Provident Fund KYC completed and his respective UAN must have been allocated. All the Workforce must possess "UAN Card" having an active UAN (Universal Account Number) so that they can avail all the intended benefits of EPF. The contractor shall deposit Employees and Employer Contributions in the designated accounts with the designated authority for each wage month. After termination of contract or on completion of contract, the contractor shall provide due assistance to their workforce for withdrawal of PF/Pension amount, when due.

2.22. **ESI:** The contractor shall strictly comply with the provision of Employees' State Insurance Act-1948 (to the extent as may be applicable, if any). The Contractor should allot ESI account number and get the nomination form, duly filled in, from each member of workforce deployed by him at the time of joining. At the time of joining, the contractor shall get the self / family registration form filled by each member of workforce and submit to the local ESI office. All eligible Workforce must possess "ESIC SMART PECHAN CARD" so that they can avail medical & other intended benefits of ESIC. The contractor shall facilitate collection of issued ESI cards by his workforce.

2.22.1. Online Electronic Cum Challan Receipt (ECR) is available for both EPFO and ESIC independently. Filing & Payment of contribution is also online with no requirement of any paper document. Establishments can also online file a common Electronic Cum Challan Receipt (ECR) for both EPFO and ESIC on Shram Suvidha Portal.

- 2.22.2. The contractor should ensure / check that if your new joining employee (if any) was earlier working & issued with any UAN / ESI Card, if so, insert his details (old) in your portal otherwise register your new workforce immediately. The contractor shall also update mobile/telephone/e-mail/family details/ KYC etc. particulars of all workforce in the EPFO & ESIC portals to enable them to avail all the intended benefits under EPF and ESIC schemes. This will also help statutory authorities in approaching workforce to deliver services/advice quickly.
- 2.22.3. The Contractor shall immediately at the time of employment / deployment of any workforce, inform the individual of his rights / benefits (under EPF / ESI etc. schemes) & duties, in writing as well as through electronic means, in English or Hindi or in the official language of the area of deployment, as may be understood by the individual.
- 2.23. The Contractor shall indemnify and hold BHEL harmless from and against all claims, damages, losses or expenses arising out of or resulting from the work/ services under the contract or while complying with the provisions of applicable statutes whether direct, indirect or consequential as the case may be. It shall be the sole responsibility of the Contractor to settle disputes, if any arising out of the engagement between himself and the Personnel engaged by him and the Management of BHEL shall not in any way be responsible, in the event, any personnel approaches the Competent Authority under the Act or the Court. The entire expenses in this behalf shall be borne by the Contractor.
- 2.24. At BHEL, no representatives on behalf of Contractor will be entertained. Proprietors/directors only will be allowed for any query/discussion. The proprietor will present himself in person for all dealings with BHEL. No dealing through representatives on Power of Attorney are permitted.
- 2.25. In case, the Contractor fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof BHEL is put to any loss / obligation, monetary or otherwise, BHEL will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Contractor, to the extent of the loss or obligation in monetary terms. BHEL reserves the right to withdraw / relax any of the terms and condition mentioned, so as to overcome the problem encountered at a later stage.
- 2.26. The Contractor will have full and exclusive liability for Wages, PF, ESI, Bonus, Insurance, Uniform etc.; for the personnel deployed by the contractor and other obligation referred under the law now and thereafter imposed by the Government / Local Bodies. The Contractor shall be fully responsible for the timely payment of wages, provident fund, bonus or any other benefits payable under the aforesaid Acts, Laws and regulations to the Workforce engaged by him at the work premises of the BHEL. BHEL shall not be responsible for these payments or any other liability on this account. The Contractor shall also indemnify and compensate BHEL for any liability incurred by BHEL, if any, including costs incurred thereon. In that event. the nominated officer of BHEL shall be entitled to recover the amount so paid, from the contractor, including forfeiture of the Security Deposit; and, if the sum so payable and / the Security Deposit is less than BHEL's claim, it shall be lawful for BHEL to recover the balance amount as a debt from the Contractor.
- 2.27. BHEL will have no liability whatsoever concerning the workforce deployed by the Contractor for the purpose. Contractor will ensure that the job is executed through his workforce on his rolls and under no circumstances the contractor will deploy any casual workforce to carry out the job nor shall sub-contract the job. Contractors are advised that workforce must be employed without any discrimination on caste or creed basis. Whenever it comes to notice that undue influence (external) is exerted to appoint select workforce, the Contractor shall report the same immediately, with necessary details, to the Head of Executing Department. Any complaints received regarding workforce exploitation (i.e. non-compliance of labour laws, release of less payment/perks, delay in payment etc.) shall be viewed very seriously and necessary action, as deemed fit, shall be initiated against the Contractor. Contractor to take due care of this aspect during execution of the Contract.
- 2.28. Continuation of the Contract shall be based on the performance of the Contractor. The following parameters shall inter-alia be considered while evaluating performance of the contractor like Timely rendering of services; Quality of works/services; Compliance with statutory requirements; Safety consciousness; Maintenance of staff in proper uniform, Timely payment of wages, and other terms & conditions of contract.
- 2.29. The Contractor shall perform the work assignments to the best satisfaction of BHEL. In case of continued unsatisfactory performance over a period of time by the Contractor, BHEL shall intimate the same in writing to the Contractor; however, if the performance of the contractor does not improve even thereafter, then, BHEL shall have the right to terminate the contract at the Contractor's risk and cost, by giving one month's notice. In addition, BHEL shall also have the right to forfeit in full, the Security Deposit deposited by the Contractor.

- 2.30. The Workforce deployed by the Contractor will have no right or claim for the permanent absorption in BHEL.
- 2.31. The contractor shall comply with all norms stipulated by BHEL such as gate passes, discipline & decency at and around the work site etc. No excuses for hindrance viz. jungle, extreme weather condition, non-availability of workforce, non-availability of funds etc. will be entertained for not completing the work during the entire contract period.
- 2.32. The Contractor shall indemnify and compensate BHEL, if BHEL as Principal Employer under the Contract Labour (Regulation and Abolition) Act, 1970 becomes liable to assume any liability towards the workforce engaged by the contractor. In that event, the provisions relating to recover as provided in relevant clauses of the said Act shall be applicable in total.
- 2.33. In the event of termination of contract for any reason whatsoever or on completion of contract, the contractor shall withdraw all his workforce from the establishment of BHEL. In case the contractor has to discontinue services of any workforce (due to any reason) deployed under this agreement at BHEL premise, he should settle all statutory dues/payments of such individual immediately. In case of failure to do so, necessary penal action shall be taken against the Contractor.
- 2.34. Successful bidder shall abide by all the rules / regulations / status imposed by the Govt. or other concerned authorities. The contractor will be responsible for workmen's compensation & other requirements of local Municipalities / Govt. or any other law regulating bodies.

SCOPE OF WORK / SERVICES

General Description of the works mentioned above

(A) ATTENDING / MESSENGER SERVICES

1. Distribution of official documents at ASSCP from time to time as per need.
2. Filling of water jugs with drinking water every day in the morning for designated Senior Officer or Group of employees and also as and when required in the day time, including proper cleaning of water jugs and glasses etc.
3. Serving tea / coffee / water etc. to senior officers or the designated group of employees including their guests from time to time as per requirement and proper cleaning of crockery etc.
4. Submission of documents etc. in the Bank, Post office, Courier or elsewhere nearby as per requirements of the BHEL ASSCP.
5. Photocopying of papers and documents, making of proper sets, filing of papers and documents in the file as desired and handing over to the concerned employee.
6. The attending / messenger services job is to be performed daily for 8½ Hrs. including half an hour lunch break for the detailed scope of services as mentioned above.
7. The working time of the attending / messenger services will be from 8.30 AM to 5.00 PM on all working days with a lunch break.

(B) CLEANING & HOUSEKEEPING JOBS:

1. Keeping the entire floor area on all the floors of BHEL ASSCP office premises neat and clean by sweeping and mopping the floor well before 8:30AM on daily basis. The second mopping of the floor is to be done between 11:00AM and 12:15PM, followed by the third mopping between 2:00PM and 3:15PM. Sweeping and mopping of the floor are also to be done as and when required in between.
2. Cleaning of all the workstations, tables and chairs, storages, hangings on walls, dusting & arranging the files & papers in proper order at the tables, workstations; cleaning & dusting of computer screens with a softer cloth along with cleaning and dusting of monitors, CPU, Keyboards and other computer parts, printers, telephones etc. in the designated area. The above activity has to be completed well before 8.30 AM on daily basis and also as and when required.
3. Cleaning of operating panels, fans etc. from inside and its door from inside / outside on daily basis and also as and when required.
4. Cleaning of complete stair case railings, balusters etc. in the building well before 8:30AM on daily basis.
5. Cleaning of the pantry including all its fittings, fixtures & gadgets on daily basis and also as and when required in between.
6. Cleaning of the toilets in the building well before 8.30AM on daily basis and as and when required. This cleaning shall be inclusive of the toilets' doors, exhaust fans, mirrors, wall tiles etc. along with replacement of tissue papers as and when required. Cleaning of blockages in the floor traps of bathrooms and toilets as and when required.
7. Filling of liquid soap in soap dispensers; changing of toilet rolls/ towels; changing of bathroom fresheners/ Odonil cakes etc. as per requirement in the toilets of above office premises.
8. Thorough cleaning of the window panes, window frames, blinds and all other approachable areas of the windows on weekly basis from inside and outside both and also as and when required.
9. Cleaning of storage cupboards stacked at different places in of above office premises on all floors on weekly basis and also as and when required.
10. Thorough dusting and cleaning of the switch boards, wall paneling, walls, solar panels and partitions etc. once in every month and also as and when required.
11. Cleaning the roof top once in every month and also before start of rainy season including clearing khurrah of rain water pipe to avoid water logging on the terrace of Office premises.
12. Cleaning of entire carpeted area in conference rooms with the help of vacuum cleaner once in every month and also as and when required in the Office premises.
13. Clearing of the sewerage drain line as and when drain choking takes place.
14. Cleaning of overhead water tanks once in three months and also as and when required.
15. Disposal of garbage from the building to the designated dustbins on daily basis.
16. Shifting & re-arrangement of office furniture, storages etc. within the building as and when required.
17. Any other work of cleaning and Housekeeping job related work premises will also be in the scope of contractor.
18. All the items like broom, duster & cleaning materials, toilet consumables, hand gloves, dungarees, safety belts and other safety equipment, any other tools & tackles etc. as required for cleaning & housekeeping job shall be provided by the contractor to their workforce.

(C) HORTICULTURE WORKS:

1. Complete maintenance of lawn trees, shrubs, hedges along the periphery of BHEL ASSCP Premises, seasonal flower beds in between the trees including beading, watering, mowing, cutting of lawn & clipping of hedges and removal of garden waste, applying the requisite pesticide, insecticide etc. dressing of lawn etc. including mowing / cutting of grass (lawn) including disposal of cut grass from garden area. (Total area approx. 5 acres).
2. Following areas needs to be maintained:
 - i. Triangular park between security gate and admin block
 - ii. Main park in front of Production block
 - iii. Rose Garden

iv. Galleries adjacent to All building

3. Development and maintenance of seasonal potted plants & permanent potted plants by doing all horticultural operations like making mixtures plantation of plants filling and refilling of pots, cuttings, watering, provision of fertilizers and pesticides etc. replacement of soil etc. time to time and coloring / stacking of pots where ever required On Daily basis.
4. Trimming of trees falling generally twice in a year or as per requirement.
5. Any other job specified or assigned by BHEL from time to time.
6. All the items required for horticulture jobs will be provided by BHEL. However regular tools & tackles will be made available by the contractor to their workforce.

(D) PLUMBING:

1. Attending to all type of plumbing complaints for smooth functioning of all the sanitary fitting and fixture of the building as and when complaints / need arise.
2. Replacement of old/defective GI or PP-R pipe line of different dia. and making of threading in those pipes, finishing the wall surface etc. for attending plumbing jobs of all the admin building and Production hall will be in the scope of contractor. However, die and die kit etc. required for the above purpose will be provided by BHEL.
3. Laying of new GI, PVC or PP-R pipe having different dia. in interior or exterior part of building with all fixtures and fittings including finishing the surface.
4. Replacement of old/damaged/defective items, CP fittings & other fixtures etc. fitted in the toilets, gardening points and other locations in the building and Production hall of minor repair & maintenance nature job will be in the scope of contractor.
5. Fixing of traps in different position in toilets and kitchen.
6. Cleaning and maintaining of the overhead water tank.
7. All the items required for attending the above plumbing jobs will be provided by BHEL. However regular tools & tackles will be made available by the contractor to their workforce.

(E) CARPENTRY:

1. Attending to all type of carpentry complaints for smooth functioning of the entire door (flush / panelled / jali shutters and its frame), window (glass pans / jali shutters and its frame), cupboards, showcase, tables, drawers etc. and it's fitting or any other fitting which involves carpentry work in the building as and when complaints / need arises.
2. Fixing of door, window fixtures like hinges, sliding door bolts, tower bolt, handles Door closer, stopper etc. wherever required.
3. Doing of new carpentry job of minor repair & maintenance nature job in the building and PO Hall will be in the scope of contractor.
4. All the items required for attending the above carpentry jobs will be provided by BHEL. However regular tools & tackles will be made available by the contractor to their workforce. Need of any drill machine and drill bit etc. will be provided by BHEL.

(F) MASONRY WORKS:

1. Attending to all types of masonry complaints for repairing / re-plastering / pointing of damaged / defective wall plaster.
2. Making of brick work and its plastering, fixing of tiles in wall / floor, marble / kota in floors & Granite on counters etc. for minor repair & maintenance job in the admin building, FS Building and production hall building will be in scope of contractor.
3. Water or seepage proofing work in roof terrace, floor and walls as necessary.
4. For repair or patching work of white washing & painting in all the official building as per the requirement.
5. All the items required for attending the above masonry jobs will be provided by BHEL. However regular tools & tackles will be made available by the contractor to their workforce.

(G) ELECTRICAL WORKS

1. The scope of work shall include the operation and maintenance of 11 KV sub-station, 1 X 500 KVA DG Sets, 1 X 320 KVA DG Sets 1 x 125 KVA DG Set, HT & LT Panel, Synchronizing Panel, LT Distribution Panels and water pump house, etc.
2. Operation and maintenance of LT/HT Panels comprising of
 - a. OCB's/VCB's/ACB's of various Capacities viz. 1250A ACB for LT and two nos. 75A VCB and one no. 150 A VCB for HT 2500A/1600A bus couplers etc.
 - b. Change over switches and MCCB's up to 800A capacities
3. Operation and maintenance of Power Factor control equipment with 8 capacitor banks of 200KW each capacity (2 nos.)
4. Daily check of the health of DG sets/Panels Alternators, batteries, relays, contactors, timers, fuses etc.
5. Daily check of level of diesel and Control of fuel consumption
6. B- check after every 250 hours of operation, C-check after every 1500 hours of operation, D-check after every 4500 hours of operation
7. Maintenance of AMF panel as and when required.
8. Operation and maintenance of two Nos. 11KV/440V-800KVA Crompton Greaves make Transformers

9. Maintenance of 100 KVA/60 KVA 3P UPS and 40 KVA UPS
10. Repair and maintenance of Electrical cabling and connection of all equipment, office premises, ACs, Exhaust, Motors and other lavatories
11. Laying of new electrical lines/cables for new equipment /UPS
12. The scope further includes repair and maintenance of all electrical installations inside and outside of ASSCP premises as per details given below:
 - b. A register shall have to be maintained where complaints will be lodged and records will be maintained of the times of lodgement and attending to the respective complaints. Attending to all type of electrical complaints of the building from Energy meter onwards till all the electrical points in the building.
 - c. Attending to all type of electrical complaints for burnt / damaged electrical wiring of the building and replacing the burnt / damaged electrical wiring for rectifying the defect.
 - d. Removal of defective wall/ceiling fans and fixing of fans after its repair / replacement by BHEL.
 - e. Cleaning & servicing of wall/ceiling fans and tube lights of building once in a year before the onset of summer season.
 - f. Cleaning of all the electrical fittings, fixtures, switches & switch plates of the building once in three months.
 - g. Cleaning & servicing of desert coolers including replacing of wood grass and PVC pipes & painting of cooler body etc. before onset of summer season and installing it at required locations. The desert coolers are to be de-watered, dried, cleaned after summer season is over.
 - h. All the items required for attending the above electrical jobs will be provided by BHEL. However regular tools & tackles will be made available by the contractor to their workforce.

(H) MECHANICAL MAINTENNACE JOBS:

1. Operation and maintenance of ACs comprising:
 - a. 15 Nos of Spilt ACs (PERC Room, Test Lab, Printing Room, Head Cabin)
 - b. 8 Nos of Window ACs (Conference, Mini Conference, DMS, Office cabins)
2. Operation and maintenance of chiller (2 X 5 ton) and chilled water pump.
3. Operation and maintenance of 02 Nos of air compressor.
4. Repair and maintenance of various compressed air lines till the point of use.
5. Maintaining operating parameters i.e. suction, discharge and standing pressure of Refrigerant gas, chilled water pressure, condensed water temperature, pressure, oil pressure leak test etc. etc.-daily
6. Maintaining predetermined temperature and pressure of chilled water (18-22 degree Celsius) to all process equipment (Diffusion Furnace, PECVD, PIHJ and Laser)-daily.
7. Cleaning of all filters, cooling towers, strainers, condensers, chillers and cooling coils etc.-monthly.
8. To perform leak checks, check for any loose fastenings, to ensure smooth operation of plant-daily.
9. Filling / topping up of refrigerant, oil, etc., in AC compressors as and when required.
10. To carry out repairs and overhauling to avoid breakdowns-daily.
11. Ensuring proper distribution of plant output to the point of use-daily.
12. Preventive and breakdown maintenance - as and when required.
13. Proper maintenance of logbook and highlighting pressure and quality compressed air supply to all pneumatic equipment-daily.
14. Attending Complaints of Fabrication & welding work like repairing of barbed wire fencing, welding in gate, railing, drain covers; replacement of Jali, replacement of old damaged windows with new aluminum windows & other misc. works On Daily basis.
15. Maintenance of regular specified pressure and quality compressed air supply to all pneumatic equipment i.e. Diffusion Furnace, Laser, PIHJ & PECVD -daily.
16. Ensuring sustained and uninterrupted services of the compressed air supply, O&M of air compressors and accessories and to take corrective action before breakdown occurs-daily.
17. Any other activity necessary for O & M of ACs, Chiller, Water Pump services.
18. All the items required for Mechanical maintenance of Equipment's & utilities will be provided by BHEL. However regular tools & tackles will be made available by the contractor to their workforce.

(I) POTABLE & SOFT WATER WORKS JOBS:

1. Operation and maintenance of Two nos. bore wells with KSB make submersible pumps of 5-8 hp/440V capacity.
2. Operation and maintenance of one no. underground sump.
3. Operation and maintenance of one no. overhead tank of 80000 liters capacity.
4. Operation and maintenance of Valves and taps at the point of use and in between for pressure/flow control.
5. Repair and maintenance of water lines and fitting to office lavatories.
6. Operation and maintenance of two water softening units: 10 m3 and 8 m3 capacity.
7. Up keeping of Measuring instruments and DM water plant (OEM: Ion Exchange).
8. Filing of log books for the activities carried out-daily
9. Monitoring of the Plant and raw water quality, pressure, flow etc.-daily
10. Water treatment of the drinking water (Every alternate day at the present raw water quality).
11. Maintenance of pumps including oiling and greasing -bi annual
12. Maintenance of filters for removal of suspended and other impurities -annual
13. Cleaning of UG sump for catering to the raw water requirement of the plant-bi annual
14. Provision of water supply to all the requirements within the premises of the plant daily
15. Repair of water supply lines, gate valves, leakage from ceiling etc. (whenever required)
16. Monitoring of the Plant and soft water quality, pressure, flow etc. -daily

17. Maintenance of pumps including oiling and greasing bi annual
18. Operation of the DM water Plant
19. Regeneration of the plant with HCL/NaOH (Every 10-15 days for approx. 20,000 liters of water consumed at the present raw water quality).
20. Checking of Conductivity meters: monthly
- b) All the items required for maintenance of DM/DI water plant and water pipelines & utilities will be provided by BHEL. However regular tools & tackles will be made available by the contractor to their workforce.

(J) MAINTENANCE OF CHEMICAL LAB AND EXHAUST SYSTEM:

1. Up keeping of Chemical Bench, Boat Cleaning system, lab essential and safety gadgets
2. Operation and maintenance of Gas Exhaust system, House Exhaust system, Chemical Exhaust system and Scrubber Exhaust- Daily
3. Maintenance of Test Laboratory (upkeep of testing all equipment -daily) and Lab consumables
4. Maintenance of PO store
5. Maintenance of Store records i.e. SRV & CPSRV etc.
6. Upkeep of Lab Chemicals and Lab instruments (Wet Chemical bench)
7. Operation and Maintenance of Chemical drains
8. Operation & up-keeping of centrifugal dryer - weekly
9. Operation of Gas panel (N2 & O2)
10. Utilities checking for PERC Clean enclosure, PIHJ & Laser Room process
11. Operation of 2-ton Pallet truck
12. Checking of NaOH Level in scrubber
13. Replacement of empty cylinder- as & when required
14. Filing of log book/complaint register
15. Log book for Exhaust / Gas panel
16. Upkeep of tool kit
17. All the items required for above mentioned activities will be provided by BHEL. However regular tools & tackles will be made available by the contractor to their workforce.

(K) OFFICE WORK (FINANCE & ACCOUNTS /ADMINISTRATION/HR/IT/MM):

1. Assistance in bills processing & maintenance of records and book keeping
2. Maintenance of TDS/TCS & GST related data and their returns
3. Assistance in preparation of various MIRs in Finance
4. Reconciliation of accounts balance and schedules
5. Maintenance of Technical information center (Library)
6. To carry out IT related minor trouble shooting related to network problem, printer installation, connectivity and maintenance of LAN system and QR based Attendance system under the guidance of BHEL Officials.
7. Maintenance of CCTV surveillance system installed at ASSCP.
8. Assistance in filling and admin related paper work (labour, security contract related)
9. Maintenance of all statutory requirements (Quarterly Law reports, Quarterly DGR reports, yearly labour return reports, telephone bills etc.)
10. Maintenance of admin store (Housekeeping & Stationary) and record keeping of materials.
11. Maintenance of Intercom system, Conference room projector, LCD of mini conference hall.
12. Visit to nearby places for local purchase of items related to administration.
13. Maintenance and up keeping of Personnel file, attendance records, movement pass and other HR/PR related files.
14. Any other work related to finance, admin, HR, IT & MM assigned time to time will also be in the scope of contractor.
15. All the items required for above mentioned activities will be provided by BHEL.

Note: The contractor has to perform regular & routine nature jobs like the above 8 & 1/2 Hrs. including a lunch break of half an Hr. on all working days of the week. However, any unfinished job has to be completed the same day to restore the normalcy of the services in the above office premises as and when need arises.

Note: Any left out work of urgent nature has to be completed on same date. However, any scheduled job of larger nature in respect of time and quantity has to be completed as per requirement of BHEL within reasonable time limit.

Table 1: The list of resources along with quantity of each type of resource to be continued by the successful bidder/service provider under the new contract as per the terms and conditions of new contract concluded on the basis of this bid:

S.No.	Particulars of work	Category of Work force		Minimum Educational Qualification and Min. Relevant Experience
		USW	SW (A)	
1	ATTENDING / MESSENGER SERVICES	1	0	Xth and 02 Yrs.
2	Cleaning & Housekeeping (Plan Head office, Production Hall , Factory Services & Admin Building)	3	0	Matriculate and 02 Yrs.
3	Cleaning Services -Sweeper (Toilet & Washroom)	1	0	Matriculate and 02 Yrs.
5	Horticulture Services	1	0	Matriculate and 02 Yrs.
5	Civil Maintenance (Plumbing , Carpentry & Masonry)	0	1	ITI or Diploma or Graduate and 03 Yrs.
6	Electrical Maintenance Services (HT/LT 11 kVA Substation, Electrical works , DG Operation (500 kVA, 325 kVA,125 kVA) , UPS Maintenance etc.)	0	2	ITI or Diploma or Graduate and 03 Yrs.
7	Mechanical Maintenance (ACs, Compressors , Chiller, Utilities, Pump, Welding Repair Jobs)	0	1	ITI or Diploma or Graduate and 03 Yrs.
8	Water Works (Potable water , DI & DM water Plant Maintenance)	0	1	ITI or Diploma or Graduate and 03 Yrs.
9	Chemical Laboratory , Exhaust Maintenance , Test lab maintenance	0	1	ITI or Diploma or Graduate and 03 Yrs.
10	Accounts & Finance , Administration , HR/PR, IT & MM	0	1	Graduate and 01 Yrs.
	Total	6	7	

Table 2: Tentative/Suggestive list of various consumable to be provided by contractor during the contract period:

S. No	Item Name
1	WHITE DUSTER
2	KHADI FLOOR DUSTER
3	TILLI JHADOO
4	PHOOL JHADOO
5	PHENYLE
6	COLIN
7	SANITARY CUBE
8	HAND WASH LIQUID SOAP
9	BLACK HIT
10	SCOTCH BRITE
11	HARPIC CLEANER
12	VIM BAR
13	LIFEBUOY
14	WIPER

Table 3; Suggestive Tool & Tackles List

SUGGESTIVE TOOL LIST

Carpenter Tools	Mason Tools	Lift Operator Tools	Welder Tools
Saw	Hacksaw Frame with Blades	Pliers	Welding Safety Goggle
Chorsi	Pickaxe (Gaity)	Nose Pliers	Grinding Safety Goggle
Chorsa	Double Ended Spanner Set	Screwdriver Set	Safety Boot
Screwdriver	Plier	Torch	Electrical Tools
Pana Set	Screwdrivers	Cutter	Screwdrivers
Hammer	Lavel Pipe	Tester	Pliers
Measuring Tape	Green Cotton Line Thread	Hammer	Nose Pliers
Lohe ka Randa	Tool Bag (Attaichi)	Allen Key Set	Hammers
Pathari (Madras)	Basuli	Safety Belt	Line tester
Dril Machine (Left & Right)	Gardener Tools	Tool Bags	Cable Knife
All type Drill Bit	Hedge Cutter (Falcon)	Telephone Operator	Wire Cutter
Pliers	Rose Cutter (Falcon)	Pliers	Salai Wrench
Jambud	Side Cutter (Falcon)	Nose Pliers	Tota Pliers
Hall Cutter	Khurpa	Screwdriver (Two Side)	Measuring Tape
Guniya	Bidding Kurpa	Screwdriver Set	Torch
Wood Cutting Cutter (Blade)	Talvar	Torch	Chabhi Key Set
Cutret (File)	Tree branch cutter machine	Cutter	Spiner Set
Diamond Teg	Fawda	Tester	Safety Helmet
Diamond Pathari	Hammer	Hammer	Safety Belt
Allen Key Set	File	Tool Bag	Goti Set
Chisel (Chhaini)	Spray Machine	House Keeping	Gum Boot
Chabhi Set	Saw	Hand Gloves	Torch
Randa Teg	Daab	Safety Helmet	Chaini
Hacksaw Frame with Blade	Axe	Gum Boot	Soldering Iron
Sahul	Watering can	Nose Mask	File
Glass Cutter (J&K)	Safety Belt	Safety Belt	Allen Key Set
Mica Cutter	Tool Bag	Rain Coat	Hexa Frame and Blade
File	Plumber Tools	AC Operator	Dril Machine (hammer) with all type of bits
File (Half Round)	Tota Pliers	Plier	Multi meter & Tongue tester
Noki Randa	Pipe Wrench	Hammer	Sprit level (for battery check)
Teg (Noki Randa)	Chabhi Set	Screw Driver	Umbrella / Rain Coat
Carpentry Squares	Salai Wrench	Line Tester	Crimping Tool (For upto 35 sqmm Cable)
Circular/Power Saw	Screwdriver (All Type)	Spanner Set	Hand Gloves (to work on 11000 Volt)
Tool Bag (Attaichi)	Hammer	Salai Wrench (Size 8 & 12)	Safety Boot
Mason Tools	Chisel (Chhaini)	Brush	Rain Coat
Karni	Measuring Tape	File	Tool Bags
Gurmala	Sumbha	Tool Bag	Note:
Mason Square (Gunia)	File	Welder Tools	1) For quantity and type of tools and sizes of tools will be decided within 2 days from the date of award of contract. 2) Required suggestive tools (Mentioned above) with final quantities and sizes of tools must be made available by Contractor within 07 days from the date of award of contract. 3) Any other tools (if required to do any job) not mentioned above will also to be made available by contractor within 07 days after requirement arises.
Patti (Blade)	Pana Set	Angle Grinder (Bosch)	
Roofing & Mason Hammer	Sandasi	Drill Machine (Left-Right Running)	
Tasla	Kanni (Small & Big)	Hammer	
Fawada	Hacksaw Frame with Blade	Chisels (Chaini)	
Straight Edge Aluminium (Fanti)	Allen Key Set	Plier	
Plumbob Pyramid Type (Lattu)	Safety Belt	Measuring Tape	
Chisels (Chhaini)	Drill Machine Hammer	Sandasi	
Hammers	Tool Bag (Attaichi)	Screwdrivers	
Measuring Tapes	Torch	Double Ended Spanner Set	

SECTION-IV

COMMERCIAL TERMS & CONDITIONS

4. COMMERCIAL TERMS & CONDITIONS:

4.1. PAYMENT TERMS:

- 4.1.1. Bill (on monthly basis) complete in all respect along with all the requisite documents submitted by the Contractor will be paid as per table

Type of Bidder	Payment terms (no Of Days)
MSME	45
Medium Enterprise	60
Non MSME	90

- 4.1.2. Any clarification sought by BHEL, pertains to respective bill, must be clarified by Contractor at the earliest. Otherwise the delay in payment will be attributed to the Contractor. Aforesaid timeline shall be applicable from the day on which the last clarification/queries sought by BHEL will be settled by the Contractor.
- 4.1.3. The Contractor will have to intimate the bank account number, and other details of the bank to enable BHEL to credit the payments into the account.
- 4.1.4. No interest shall be payable for delay in making the payments. The contractor shall not be entitled to any interest with respect to any money which may be due to him from BHEL.
- 4.1.5. While claiming the payment, the contractor must certify on the bill that the payment being claimed is strictly within terms of the contract and all the obligations on his part for claiming this payment have been fulfilled as required under the contract.
- 4.1.6. While claiming the payment, the contractor must certify on the bill that the employers' contribution (12% for EPF incl. EPS) has been made/paid by the Contractor himself and he has not availed the benefits under PMRPY (Pradhan Mantri Rojgar Protsahan Yojana) Scheme so that there is no double payment to the Contractor concerned on account of EPF & EPS.

4.2. PROCEDURE FOR SUBMISSION OF BILLS BY CONTRACTOR:

The payment under the job contract shall be made on monthly basis as per the agreed rates inclusive of PF, ESI, Service charges etc., only after the performance of the Contractor is found to be satisfactory by BHEL as per scope of work mentioned in Section-III and after complying / ensuring all the statutory / contractual obligations. The Contractor shall raise the bill, in triplicate, along with all the necessary documents and also submit these documents electronically to BHEL on monthly basis. The Contractor shall submit the GST compliant invoice to BHEL along with the copy of ESI/EPF Challan & ECR (*separate EPF-ECR reflecting names of only those Workforce who are deployed at BHEL premises only*) of preceding month generated by EPFO /ESI Portal/authorities, Wage Register (Form B), i.e. the details of payment of wages to Workforce of the month for which services were provided at BHEL premises & proof of payments (NEFT/RTGS/Bank Statement etc.), Attendance Register (Form D) / system generated Attendance Sheet and any other documents sought by BHEL which will be for the purpose of ensuring that Contractor has complied with all the statutory requirements. Contractor also have to give undertaking after each month that not only wages have been disbursed but also they have paid their contribution towards ESI & EPF Schemes (with the proof of deposit) and complied with all the Acts (as applicable) which shall be mandatory before the bills are cleared. The EPF-Challan shall be verified/authenticated online through EPFO-Portal with the help of TRRN No. by the respective concerned BHEL Unit/ Department. On receipt of the bills/invoices along with all the supporting documents, BHEL will verify the bill(s) on the basis of actual number of workforce deployed by the Contractor during the month for providing agreed services in line with contractual terms & conditions. The Contractor shall be responsible for providing all statutory benefits to the personnel employed by him including weekly off day(s), National Holidays, PF, ESI, Bonus etc.

- 4.3. PAYING AUTHORITY AND INVOICING DETAIL:** Paying Authority / Invoicing details for the job location under the contract shall be intimated later by BHEL.

4.4. TAXES & DUTIES:

- 4.4.1 To enable BHEL to avail GST Input tax credit, Contractor shall submit GST compliant Tax invoice containing all the particulars as stipulated under Invoice Rules of GST Law. Payment shall be made to the Contractor only after submission of GST compliant Tax invoice. The Contractor shall raise GST compliant invoice affixing GSTIN of BHEL ASSCP unit availing the services.
- 4.4.2 GST payment shall be released only after appearing in GSTIN portal or after submission of equivalent SD amount.
- 4.4.3 BHEL reserves the right to protect its interest against any loss on account of availability of GST credit.
- 4.4.4 GSTIN of BHEL will be provided to the Contractor along with the work order.
- 4.4.5 Any new/change in statutory levy as and when made applicable by the Government shall become applicable against documentary evidence.
- 4.4.6 Payment to the Contractor will be subjected to TDS as per rules in force from time to time. The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act & GST, as amended from time to time and a certificate to this effect shall be provided to the Contractor by BHEL.
- 4.4.7 Applicable GST shall also be recoverable from the Contractor in case of LD recovery/penalty on account of breach of terms of contract.
- 4.4.8 Invoice submitted should be in the format as specified under GST Laws viz. all details as mentioned in Invoice Rules like GSTIN registration number, invoice number, quantity, rate, value, taxes with nomenclature - CGST, SGST, IGST mentioned separately, HSN (Harmonized System of Nomenclature) Code / SAC (Services Accounting Code) Code etc.
- 4.4.9 The Contractor has to give an undertaking that GST as mentioned in the invoice has been/will be paid and also file returns as per respective extant rule.

- 4.5 **DAMAGES, FINES, RECOVERY OF LOSSES etc.:** The damages / fines, being in the nature of liquidated damages, would be liable to be imposed on the Contractor for violation/breach of the clauses/obligations under the contract/applicable conditions of contract and shall be notified by BHEL as per the terms indicated in the contract/conditions of contract. The Contractor shall be given 3 days prior Notice, to respond and submit representation (if any), by BHEL before levying of damages/fines on Contractor. The representation shall be suitably considered by BHEL and decision taken shall be final and binding.

If no representation is received from the Contractor, then decision as considered appropriate by BHEL shall be taken, without any further reference to the Contractor. The decision shall be final and binding.

The said damages/fines imposed, shall be deductible/recoverable from payments due to the Contractor and/or from the Security Deposit, as the case may be. In the event the payments due to the Contractor and the security deposit available with BHEL falls short of the total damages/fines, the Contractor shall, on first written demand by BHEL pay to BHEL without demur or dispute the said sum as per BHEL's demand notwithstanding the pendency of any investigation/inquiry/legal proceedings whatsoever before any Court/Tribunal/Authority, Council, etc. The nature of loss including but not limited to quantum, impact etc., as determined by BHEL shall be final and binding on the Contractor.

- 4.5.1 Failure to provide services owing to unavailability of requisite number of workforce /work point, unwarranted behavior / indiscipline of the workforce or any other reason(s) shall attract adverse remarks, which may be included in the Performance Certificate and / or attract any legal /administrative action on Contractor or on Contractor's workforce or both, as deemed fit.
- 4.5.2 The Contractor understands and agrees that performing the services strictly as per the qualitative, quantitative and time requirements as stipulated in the Contract is of essence of the Contract and that any non-adherence to the said qualitative, quantitative and time requirements as stipulated in the Contract for performing the services under the Contract shall cause incalculable losses to BHEL. The Contractor understands and agrees that without prejudice to BHEL's rights to terminate the Contract, BHEL may, in addition to or in lieu of such termination levy one or more of the following damages/fines as applicable if the Contractor omits or neglects to adhere to the following qualitative, quantitative and time requirements:

S. No.	Contract Agreement Defaults/non-compliances/breach	Penalties/Fines for non-compliance/breach of contract.
a	Non-satisfactory performance of services provided by Contractor.	<i>The deficiency in the services pointed out by BHEL on the part of any of the workforce deployed by the contractor has to be rectified within 48hr of its reporting. If the same is not rectified at any point of service within 02 working days, then the Contractor will be liable for a penalty of ₹1000/- per case /activity /service and same shall be recovered by the BHEL from the monthly bills of the contractor. Further in the event, BHEL has to arrange its services through alternate arrangement because of aforesaid deficiency in the services by the contractor, the expense incurred by BHEL for such arrangement shall be recovered from the Contractor's pending bills.</i>
b	<u>Misconduct / Misbehavior by the workmen of Contractor:</u> Misconduct/ misbehavior / offence(s) {(use of abusive language, chewing of tobacco, smoking/drinking (alcoholic beverages) while on duty, eve-teasing, physical assault of any kind, pilferage, threatening language, molestation, misappropriation, moral turpitude etc.)}.	<i>₹200/- shall be deducted as fines from the monthly bill amount for each such occurrence.</i> <i>If BHEL so requires, Contractor shall forthwith withdraw such workmen and immediately provide suitable replacement in place of such withdrawn workmen at no extra cost.</i> <i>Notwithstanding anything to the contrary contained anywhere in this Contract, depending on the severity of the misconduct/ misbehavior, BHEL may, in the event of such misconduct/ misbehavior on the part of the workmen of the Contractor forthwith terminate the Contract without any notice and also report the case to the police.</i> <i>In the event any such misconduct/ misbehavior/ offences on the part of the workmen of the Contractor leads to a pecuniary loss being suffered by BHEL or the officials of BHEL; fines as aforesaid shall not be levied but such actual loss due to the any such misconduct/ misbehavior/ offences will be made good by the Contractor on actuals.</i>
c	<u>Damage caused to BHEL/ property of BHEL</u> or of any of the employees etc. present at premises by willful misconduct or gross negligence on the part of the workmen of the Contractor.	<i>Recovery of cost/ losses equivalent to the cost of the said property or similar property (if the same property is not available) or the cost incurred in repair of such property on the Contractor.</i> <i>In the case of theft of BHEL property, , BHEL will make good the losses by deducting the cost of the said property or similar property (if the same property is not available). .</i>
d	<u>Non-compliance to Uniform:</u> While on duty in the work premises, if the Workman is not wearing the stipulated uniform or is wearing unclean/untidy uniform.	<i>The Contractor will be liable for fines of ₹100/per day/per workman for non-wearing of uniform/wearing unclean/untidy uniform.</i> <i>If BHEL so requires, the Contractor shall forthwith withdraw such workmen and immediately provide suitable replacement in place of such withdrawn workmen at no extra cost.</i> <i>The applicability of the above clause shall start only after issuance of uniform by the contractor to the contract force.</i>
e	<u>Non-compliance with Safety and Health Requirements in line with respective clause of NIT:</u>	<i>(i) Any casualty or damage caused to the property or person by any untoward incidents while executing this contract will be at the Contractor's risk & cost. (ii) Violation of applicable safety, health & environment related norms, a fine of ₹5,000.00 per occasion shall be imposed. (iii) Violation as above resulting in any physical injury, a penalty of 0.5% of the contract value shall be imposed (maximum of ₹20,000.00) per injury in addition to ₹5,000.00 as mentioned above.</i>

4.5.3 **Compensation clause:** "BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life / permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below.

- Victim: Any person who suffers permanent disablement or dies in an accident as defined below.
- Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/ operation and works incidental thereto at BHEL factories/

offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works / during working at BHEL

c) Compensation in respect of each of the victims:

(i) *In the event of death or permanent disability resulting from Loss of both limbs: ₹10,00,000/- (Rupees Ten Lakhs)*

(ii) *In the event of other permanent disability: ₹7,00,000/- (Rupees Seven Lakhs)*

d) Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to Section 2 (I) of the Employee's Compensation Act, 1923."

4.5.4 The Contractor SHALL Indemnify and keep BHEL indemnified against BHEL for any loss/claim which is brought against BHEL by third party (i.e. both serving and retired employees of BHEL and their dependents or any other person) on account of any negligence of the contractor or his workforce, while carrying out the services under the contract.

4.5.5 NOTWITHSTANDING ANYTHING ABOVE, BHEL shall recover from the Contractor for any loss suffered by BHEL due to any negligence of the contractor or his workforce, while carrying out the services under the contract.

4.5.6 **Delay in disbursement of monthly wages:** Contractor agrees and undertakes that it shall disburse monthly wages to the concerned workman in a timely manner without fail {i.e. **wages of every person employed shall be paid by bank transfer directly to the account of the concerned workman before the expiry of seventh day (7th) day after the last day of the wage period in respect of which the wages are payable**}. Similarly, the Contractor shall credit the contribution towards the Employees Provident Fund, Employees' Pension Scheme, Employees State Insurance etc. for its workmen within the stipulated timeline provided in the respective statutes. No excuses (whatsoever reason may be) on this account i.e. "delaying disbursement of monthly wages" will be entertained by BHEL during the entire contract period. . If BHEL becomes aware of any delays in making wage/salary payments by Contractor to its workmen, BHEL may also consider to terminate the Contract apart from which BHEL reserves the right to impose fines for an amount equivalent to the 2% of the monthly bill for each day delay in payment of wages/salary but not exceeding 10% of the monthly bill amount. BHEL decision in this regard shall be final & binding in this regard.

Further, apart from the foregoing, the Contractor will indemnify and keep BHEL indemnified against any losses, damages, claims etc. caused to BHEL for any default on the part of the Contractor in complying with the provisions of Labour Laws as required to be complied with from time to time.

4.5.7 All amounts including the losses / damages / penalties / compensations etc., resulting from non-compliance with the terms of Contract, payable by the Contractor to BHEL under the Terms of the Contract will be recovered from the outstanding payments to Contractor either under this Contract or any other Contract with BHEL or from Security Deposit or from both. In case this amount is insufficient for such recoveries, the Contractor shall make good the balance amount by actual payment. In addition, BHEL will recover the said amounts through its sister concerns, from the payments due to the Contractor in any of the Units of BHEL located in any part of India.

4.5.8 In the event of the Contractor being adjudged insolvent or going voluntarily into liquidation or having received order or other order under Insolvency act made against him or, in the name of a Company or, the passing of any resolution, or making of any order for winding up whether voluntarily or otherwise, or in the event of the Contractor failing to comply with any of the conditions herein specified BHEL ASSCP shall have the power to terminate the contract without previous notice. Contractor's heirs/representatives shall not, have the right to continue to perform the duties or engagements of the Contractor or under the contract in case of his death without the consent in writing of the BHEL ASSCP. In the event of the Contractor, with such consent aforesaid, transferring his business, and in the event of the Contractor being a company and being wound up any time during the period of this contract for the purpose and with the object of transferring its business to any persons or a company, the Contractor shall make it one of the terms and stipulations of the contract for the transfer of his properties and business, that such other person or company, shall continue to perform the duties or engagements of the Contractor under this contract and be subject to his liabilities there under. Proof of Death and other relevant documents to this effect shall be submitted to the BHEL ASSCP, in writing. Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, BHEL ASSCP shall have the option of terminating the contract without compensation to the Contractor, which does not amount to Breach of the contract.

SECTION-V

4.6 PRE-QUALIFICATION CRITERIA

TURNOVER

Average Annual financial turnover during the last 3 years, ending 31st March of the previous financial year, should be at least 30% of estimated cost (30% of estimated cost of Rs.58,64,406.46/- = Rs. 17,59,321.94/-).

EXPERIENCE

Experience of having successfully completed similar works during last seven years ending previous day of last date of submission of application should be either of the following:

- a. Three similar completed works each of value not less than 40% of estimated cost put to tender (40% of estimated cost of Rs.58,64,406.46/- = Rs. 23,45,762.58/-)

OR

- b. Two similar completed works each of value not less than 50% of estimated cost put to tender (50% of estimated cost of Rs.58,64,406.46/- = Rs. 29,32,203.23/-).

OR

- c. One similar completed works of value not less than 80% of estimated cost put to tender (80% of estimated cost of Rs.58,64,406.46/- = Rs. 46,91,525.17/-).

- Total Estimated cost of this service contract for two years is **Rs 58,64,406.46/-**
- Copy of completion/performance report from the organization where the work is executed is to be enclosed. Submission of Work Order copy alone is not adequate.
- **Similar Works-** Supply of manpower in Skilled, semiskilled and unskilled category in CPSUs, Central Govt, Industrial establishment, private organization etc. for operation of plant shall be considered similar work for evaluation purpose. If the similar work is combined with any other works in the completion/performance report, then the completion/performance report shall clearly mention the value (Not the percent) of the similar work out of the total work.

Signature
With name, Designation & seal of the firm

SECTION-VI

COMPLIANCE STATEMENT FOR THE INVITED BIDDER(S)

- 5.1 The Bidder should have his firm / himself registered with unique **PAN and GST Registration Numbers**.
- 5.2 The Bidder should have his firm / himself registered for extending **EPF and ESIC** facilities.
- 5.3 The bidder shall submit the duly signed and stamped **“No Deviation/Acceptance Certificate”** i.e. **Annexure-A**. The Bidder should accept all terms & conditions of the tender. Bids/Offer with deviation shall not be considered for evaluation and same shall be rejected.

SECTION-VII

DOCUMENTS REQUIRED

- 6** The Bidders must submit / furnished following documents (duly certified and stamped by their authorized signatory) with the offer failing which the offer shall be ignored.
- 6.1 Bidder has to submit copies of appropriate business licenses / registrations like *PAN, ESI license, GST registration certificate, Labour license and PF license* as supporting documents against S. No. 5.1 & 5.2 mentioned in Compliance Statement of Section VI.
- 6.2 *Bidder has to submit relevant experience / work completion certificate and P&L statement (certified by CA) / ITR etc as per pre-qualification criteria prescribed in Section V*
- 6.3 “No Deviation/Acceptance Certificate” i.e. Annexure-A.
- 6.4 “Declaration Certificate” i.e. Annexure-B.
- 6.5 Duly filled “Bidder’s General Information” placed in Annexure-C.
- 6.6 MSE suppliers/bidders can avail the intended benefits, only if they submit required documents as mentioned in S. No. 1.17 (a), along with the offer (or Annexure-D as the case may be).
- 6.7 ‘Letter of Authority’ on the Letter Head, as per Annexure-H.
- 6.8 “E-Banking Mandate Form” on the Letter Head, as per Annexure-I.
- 6.9 Annexure-J1 & J2 as a token of proof that they would be liable to make the payment to all the workforce as per the sheet attached and abide by all statutory / contractual norms & obligations.
- 6.10 Duly signed Un-price bid format (Annexure-K), by mentioning ‘Q’ in the column where quote is to be offered by the party.
- 6.11 Duly filled “Check-List” i.e. Annexure - M.
- 6.12 Power of Attorney or a true copy thereof duly attested by a Gazetted Officer /copy of Board Resolution, in favour of the authorized signatory of the Bid, as per clause No. 1.7, in case an authorized representative has signed the tender.
- 6.13 All forms, formats, annexures including tender document duly signed by the Authorized Signatory.

Failure to furnish all information required by the Bid document or submission of a Bid not substantially responsive to the Bid document in every respect will be at the Bidder’s risk and may result in the rejection of its bid.

SECTION-VIII
PROCEDURE FOR SUBMISSION OF TENDER

- 7 The tender is to be submitted as required in **two parts** in separate sealed covers **prominently superscripted as Part-1 “Techno-commercial Bid” & Part-2 “Price Bid”** and also indicating the tender number and due date & time as mentioned in the tender enquiry; on each of the covers.

ENVELOPE 1: *Part-I “Techno-commercial Bid” shall contain documents required in* **Section-VI & VII**
above;

ENVELOPE 2: *Part-II shall contain duly signed & filled “Price-Bid” & (Annexure- L) only.*

ENVELOPE 3: *A third sealed cover/envelope shall contain required amount of EMD in the form of Banker’s cheque/ Pay order/ Demand draft or attested copies of either Udyog Aadhaar or EM-II certificate or valid NSIC certificate or online payment receipt and shall be superscripted as EMD.*

*These three separate covers/envelopes 1, 2 and 3 shall together be enclosed in **fourth envelope** and this sealed cover shall be superscripted with tender number & due date.*

Bids submitted without EMD or EMD in any other forms except the forms as mentioned in S. No. 1.12 are liable to be rejected. If the Part-2 i.e. “Price Bid ” (Annexure- L) is not received in the separate sealed envelope as described above, then the same shall be rejected and offer of such respective bidder(s) will not be evaluated further. The authenticity of the NSIC Certificate/ Udyog Aadhaar / online payment receipt / Certificate of recognition as Startup will be checked immediately and their techno commercial bid shall be opened only, if the NSIC Certificate/ Udyog Aadhaar certificate / online payment receipt.

- 7.01 Envelope 3 containing EMD will be opened first and after due verification of EMD (as per S. No. 1.12), the Part-1 of the tender will be opened next and evaluated afterwards. Bidders, who meets tender terms & conditions, will only be considered while opening of Part-II bid. BHEL will finalize successful bidder by **opening of sealed paper price bid**.
- 7.02 Tender submitted by the bidders should strictly be in accordance with the tender terms & condition.
- 7.03 Bidders are requested to note that they should necessarily submit their financial bid (price bid) in the format provided and no other format is acceptable and liable to be rejected.

No Deviation/Acceptance Certificate
(To be submitted along with Part-1 Bid)

As part of Compliance Statement

Notwithstanding anything mentioned in our bid, we hereby accept all the terms & conditions of the tender **No. AA: GAX:19: FM: 303, dated 20.06.2019**. We confirm that the offer submitted by us is confirming to all the terms & conditions mentioned in the tender document. We hereby undertake and confirm that we have understood the scope of services properly and shall carry out the job as mentioned in this tender in line with tender terms & conditions.

“I _____ hereby certify that we do not have any other deviations to the tender **No. AA: GAX:19: FM: 303, dated 20.06.2019**. Deviations if any, mentioned elsewhere in our bid (whether Techno-commercial bid or Price bid) may be treated as null and void by BHEL.

Signature
With name, Designation & seal of the firm

DECLARATION CERTIFICATE

(to be typed on bidder's letter head)

Dear Sir/Ma'am,

SUBJECT: *"Facility Management Services (Providing housekeeping, factory, Horticulture and office work services at BHEL Amorphous Silicon Solar Cell Plant (ASSCP), Gurugram premises on job contract basis*

Please find herewith our offer in line with requirement of BHEL's Tender document:

1. *We confirm that bid complies with the total requirements / terms & conditions of the bidding document and subsequent addendum / corrigendum (if any) without any assumptions.*
2. *I / We do hereby declare that there is no case with the Police/Court/Regulatory authorities against the proprietor/firm/partner. Also I / We have not been suspended / delisted / blacklisted by any other Govt. Ministry/Department/Public Sector Undertaking/ Autonomous Body/Financial institution/Court. We also certify that either our firm or any of the partners are not involved in any scam or disciplinary proceedings settled or pending adjudication.*
3. *We hereby confirm that we have gone through and understood the bidding document and that our bid has been prepared accordingly in compliance with the requirement stipulated in the said document. We are submitting Check-List of bidding document as part of our bid duly signed in token of our acceptance. We undertake that the bidding document shall be deemed to form part of our bid and in the event of award of work to us, the same shall be considered for constitution of contract agreement. Further, we shall sign & stamp each page of this bidding document as a token of acceptance and as a part of the Contract in the event of award of Contract to us.*
4. *We further confirm that we have quoted prices in price bid considering detailed description of scope of work. We confirm that price quoted by us includes price for all works/activities/supply etc. as mentioned in this tender document.*
5. *We declare that the statement made and the information provided in our offer is true and correct in all respect. In case, it is found that the information/ documents provided by us are incorrect/ false, our application shall be rejected by BHEL without any reference to us.*

Thanking you,

Very Truly Yours,

Signature
With name, Designation & seal of the firm

BIDDER'S GENERAL INFORMATION

*Photograph of
bidder /
authorised
signatory
holding power
of attorney*

Sl. No.	Description	Details
1	Name of tendering company/Firm/Agency	
2	Type of firm	
3	Name of proprietor/ Director of Company/Firm/Agency	
4	Full address of registered office with telephone no., Fax no. & E-mail Address etc.	
5	Full address of operating/branch office with telephone no, Fax no. & E-mail Address etc.	
6	Permanent Account Number (PAN)	
7	Labour Identification Number (LIN)	
8	EPF Registration No.	
9	ESI Registration No.	
10	GST Registration No. (GSTIN)	
11	Udyog Aadhaar Memorandum (UAM No.)	
12	Corporate Identification Number (CIN)	
13	Name of Bidder/ Contact Person	
14	Phone No. of Bidder / Contact Person	
15	E-mail Address of Bidder / Contact Person	
16	Name of Authorized Signatory	

Signature
With name, Designation & seal of the firm

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

This is to certify that M/S, (hereinafter referred to as 'company') having its registered office at is registered under MSMED Act-2006, (Entrepreneur Memorandum No (Part-11) dt:, Category: (Micro/Small)). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial yearas 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 / 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

PROFORMA OF BANK GUARANTEE (in lieu of EARNEST MONEY)
(On non-Judicial stamp paper of appropriate value)

Bank Guarantee No.....
Date.....

To
(Employer's Name and Address)
.....

Dear Sirs,

In accordance with the terms and conditions of Invitation for Bids/Notice Inviting Tender No.....¹(Tender Conditions), M/s. having its registered office at² (hereinafter referred to as the 'Tenderer'), is submitting its bid for the work of.....³ invited by⁴ (name of the Employer) through its Unit at.....

The Tender Conditions provide that the Tenderer shall pay a sum of Rs as Earnest Money Deposit in the form therein mentioned. The form of payment of Earnest Money Deposit includes Bank Guarantee executed by a Scheduled Bank.

In lieu of the stipulations contained in the aforesaid Tender Conditions that an irrevocable and unconditional Bank Guarantee against Earnest Money Deposit for an amount of⁵ is required to be submitted by the Tenderer as a condition precedent for participation in the said Tender and the Tenderer having approached us for giving the said Guarantee, we, the [Name & address of the Bank] having our Registered Office at (hereinafter referred to as the Bank) being the Guarantor under this Guarantee, hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer without any demur, merely on your first demand any sum or sums of Rs. ⁵ (in words Rupees.....) without any reservation, protest, and recourse and without the beneficiary needing to prove or demonstrate reasons for its such demand.

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Vendor/Contractor/Supplier in any suit or proceeding pending before any Court or Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal. The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment hereunder and the Tenderer shall have no claim against us for making such payment. We Bank further agree that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Tender or to extend the time of submission of from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Tenderer and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Tenderer or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Tenderer or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Tenderer and notwithstanding any security or other guarantee that the Employer may have in relation to the Tenderer's liabilities.

This Guarantee shall be irrevocable and shall remain in force upto and including.....⁶ and shall be extended from time to time for such period as may be desired by the Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Tenderer but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms hereof. However, unless a demand or claim under this Guarantee is made on us in writing on or before the⁷ we shall be discharged from all liabilities under this Guarantee. We, Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing. Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....⁵....
- b) This Guarantee shall be valid up to⁶

Dated 20.08.2022

- c) Unless the Bank is served a written claim or demand on or before _____⁷ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank

We, _____ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of
(Name of the Bank)

Date.....

Place of Issue.....

¹ Details of the Invitation to Bid/Notice Inviting Tender

² Name and Address of the Tenderer

³ Details of the Work

⁴ Name of the Employer

⁵ BG Amount in words and Figures

⁶ Validity Date

⁷ Date of Expiry of Claim Period

Note:

1. expiry of claim period is 6 months after validity date.
 \
2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/Supplier /Bank issuing the guarantee.
3. In line with the GCC, SCC or contractual terms, Unit may carry out minor modifications in the Standard BG Formats. If required, such modifications may be carried out after taking up appropriately with the Unit/Region's Law Deptt.

PROFORMA OF BANK GUARANTEE
(in lieu of SECURITY DEPOSIT)

In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at _____¹ through its Unit at..... (name of the Unit) having agreed to exempt (Name of the Vendor / Contractor / Supplier) with its registered office at _____² (hereinafter called the said "Contractor" which term includes supplier), from demand under the terms and conditions of the Contract reference No. _____ dated _____³ valued at Rs.4 (Rupees -----) (hereinafter called the said Contract), of Security Deposit for the due fulfilment by the said Contractor of the terms and conditions contained in the said Contract, on production of a Bank Guarantee for Rs. _____⁵ (Rupees _____ only), We _____ (indicate the name and address of the Bank) having its Head Office at _____ (address of the head Office) (hereinafter referred to as the Bank), at the request of _____ [Contractor(s)], being the Guarantor under this Guarantee, do hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer, an amount not exceeding Rs. _____ without any demur, immediately on demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand

Any such demand made on the bank, shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator or any other authority, our liability under this present being absolute and unequivocal. The payment so made by us under this guarantee shall be a valid discharge of our liability for payment hereunder and the Contractor(s) shall have no claim against us for making such payment. We, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied & the Employer certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said contractor(s) or acceptance of the final bill or discharge of this guarantee by the Employer, whichever is earlier. This guarantee shall initially remain in force upto and including _____⁶ and shall be extended from time to time for such period as may be desired by the Employer. Unless a demand or claim under this guarantee is made on us in writing on or before the _____⁷, we shall be discharged from all the liability under this guarantee thereafter.

We, _____ (indicate the name of the Bank) further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

We, BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed..... 5
- b) This Guarantee shall be valid up to6

- c) Unless the Bank is served a written claim or demand on or before _____⁷ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We, _____ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

Date _____ Day of _____
for _____ (indicate the name of the Bank) _____

(Signature of Authorised signatory)

¹ ADDRESS OF THE EMPLOYER. i.e. Bharat Heavy Electricals Limited

² ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.

³ DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

⁴ CONTRACT VALUE

⁵ BG AMOUNT IN FIGURES AND WORDS

⁶ VALIDITY DATE

⁷ DATE OF EXPIRY OF CLAIM PERIOD

Note:

1. Units are advised that expiry of claim period may be kept 3-6 months after validity date. It may be ensured that the same is in line with the agreement/ contract entered with the Vendor.
2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/Supplier /Bank issuing the guarantee.
3. In line with the GCC, SCC or contractual terms, Unit may carry out minor modifications in the Standard BG Formats. If required, such modifications may be carried out after taking up appropriately with the Unit/Region's Law Deptt.
4. **In Case of Bank Guarantees submitted by Foreign Vendors.**
 - a. **From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India)** can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.
 - b. **From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)**
 - b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank's (BHEL's Consortium Bank) branch in India. It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.
 - b.2 In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.
 - b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). The BG Format provided to them should clearly specify the same.

(To be submitted along with Part-1 Bid)

AGREEMENT

M/s Bharat Heavy Electricals Limited (a Government of India Undertaking) a Company incorporated under the Companies Act.1956, having its Registered Office at BHEL House, Siri Fort, New Delhi-110 049 through its plant at BHEL ASSCP, Gurgaon -122003 hereinafter called "the Company" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and as signs herein after called First Party) of one part and -----(hereafter called the contractor) of second part.

Whereas M/s Bharat Heavy Electricals Limited having placed Work order, vide **LOI No.** (hereinafter called "Contract") for Factory, Housekeeping, Horticulture and Office services at BHEL ASSCP, Gwal Pahari, Gurgaon Faridabad Road, for the period 2022-24, more particularly described in the schedule on ----- "Contractor" and the said contract made for the above said work.

AND WHEREAS the contractor has agreed to the retention by the first party of the Security Deposit of ----- --- (Rupees -----; i.e. 5% of the agreement value Rs. -----) paid by him when he submitted his tender as part of the security for the due fulfillments of the contract to the satisfaction of the first party.

And whereas the contractor has also perused the copy of the Central Public Works Department Standard Specifications and addenda volume, BHEL General Conditions of contract maintained in the Manager's office and is bound by all the standard specifications for items of work described by a standard specifications numbers in "Schedule-A" and by all the conditions and clauses of the standard preliminary specifications detailed in the agreement.

And whereas the contractor has agreed to execute upon and subject to the conditions set forth in standard specification indicated in Schedule-A and in the standard preliminary specifications and such other conditions as are contained in all the specifications forming part of this contract (hereinafter referred to as the said conditions), the work shown upon the drawings and described in the said specifications and set forth in Schedule-A as the probable quantities and comply with all terms and conditions as per NIT.

Now these presents witness that in consideration of the "Schedule- A" as also of agreement of good and faithfully service to be rendered and performed by the contractor in the execution of the said work, subject to the stipulations herein after expressed.

Now it is hereby agreed as follows:

1. That the contract shall come into force with effect from the date on which the site or premises was handed over to the contractor. **The Contract shall be for a period of Two years** from the actual commencement date as stipulated herein.

Signature of Contractor

2. That it is agreed between the parties that the non-exercise of any of the powers conferred on the authorities of the first party, will not in any manner constitute waiver of the conditions hereto contained in these presents and the liability of the contractor either of part or future compensation shall remain unaffected.
3. That notwithstanding anything mentioned earlier by either party, only the conditions included in the NIT and Agreement shall prevail.
4. That the expenses of completing and stamping the agreement shall be paid by the contractor.
5. The decision of the Company whether any default has been occurred or has been committed by the contractor in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them as contained in the contract and/or to the extent of loss, damage, costs, charges and expenses caused to or suffered by the company by reason of the contractor making any default in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them shall be conclusive and binding on, irrespective of the fact whether the contractor admits or denies the default or questions the correctness of any demand made by the company in any court, Tribunal or Arbitration proceedings or before any other Authority. In addition, the Contractor is also liable for legal action by the company for civil and or criminal consequences.
6. For Violation of terms and conditions of contract, 30 days' notice will be given for termination of contract.
7. In the event of contractor abandoning the work, the Company shall have right to get incomplete work completed at contractor's risk and cost.
8. The Company does not expressly or by implication agree that the actual amount of the work to be done at BHEL shall correspond there with, but reserves the right to increase or decrease the quantity of operations / unit / number of persons deployed etc., or portion of the work as he deems necessary.
9. The Company shall have the privity of the contract with the contractor only and will give instructions to Contractor or his authorized representative. The Company shall have nothing to do or be concerned with the employment of labourers working for the contractor. The relationship between the Company and the Contractor shall be that of independent entities and nothing herein contained will amount to joint venture, partnership or an employer-employee relationship.
10. The contractor shall produce to the Company, the documentary proof of payment of the said statutory dues. Non-observance of the provisions will be construed as default by the contractor in making such payment, and payment of his bill will be deferred despite other legal action.
11. Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the Sole Arbitration to be agreed by both parties in accordance with Arbitration and Conciliation Act 1996 or the amendments made thereof and the rules thereunder. Unit issuing the Contract. The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.
12. Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause, the seat of arbitration shall be at Gurgaon, Haryana.
13. The cost of arbitration shall be borne as per the award of the Arbitrator. Subject to the arbitration in terms of Clause above, the Courts at Gurgaon, Haryana State shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.
14. The award given by the arbitrator is binding on both parties.
15. This Agreement shall be governed by, interpreted and construed in accordance with laws of India applicable therein, other than rules governing conflicts of laws. **In case of any suit or other legal proceeding arising under this contract**, The parties irrevocably attorn to the jurisdiction of the court of Gurgaon, Haryana.
16. The contractor will be responsible for complying with all the relevant statutory provisions under various Labour Laws viz., Contract Labour (Regulation & Abolition) Act 1970 Minimum Wage Act 1948, Employees Provident Funds and Misc. Provisions Act 1952, ESI Act 1948, Payment of Bonus Act, 1965, Workmen's Compensation Act 1923 and other relevant Acts. Further in case BHEL ASSCP as principal employer has to pay any amount to any agency for non-fulfillment of any of the provisions of the above referred Act, I/We authorize BHEL ASSCP to deduct the amount from my/our bills or I/We, will pay the amount of BHEL ASSCP.
17. The Contractor shall ensure that its agents, workers or employees, who apply pesticides in the Property, must be sufficiently trained to carry out the pest control services correctly and safely.
18. The Contractor shall be solely responsible and indemnify the BHEL ASSCP, Gurgaon against all charges, dues, claim etc arising out of the disputes relating to the dues and employment of personnel, if any, deployed by him.
19. The Contractor shall ensure regular and effective supervision and control of the personnel, if any, deployed by him and give suitable directions for undertaking the contractual obligation.
20. Force majeure, like natural calamities duration of period of delay of work shall be considered provided that the party affected thereby on occurrence and cessation of any such event shall give a notice in writing to the other party within one months of such occurrence or cessation. In case the force majeure conditions continue beyond one year, the parties shall jointly decide about the future course of action.

DATE :

SEAL:

WITNESSES: 1.
: 2.

Signature of Contractor

For and on behalf of, Bharat Heavy
Electricals Limited

ACCEPTING OFFICE

LETTER OF AUTHORITY

(To be submitted along with Part-1 Bid)

[Pro forma for Letter of Authority for Attending Bid Opening]

Ref:

Date:

To,

M/s BHEL

SUB: _____

TENDER NO: _____

Dear Sir,

I/We, _____ hereby authorize the following representative(s) for attending any 'Negotiations' / 'Meetings [Pre-Bid Meeting]', 'Bid Opening' and for any subsequent correspondence / communication against the above Bidding Documents:

1. Name & Designation _____ Signature _____
Phone/Cell: _____
Fax: _____
E-mail: @

2. Name & Designation _____ Signature _____
Phone/Cell: _____
Fax: _____
E-mail: @

We confirm that we shall be bound by all commitments made by aforementioned authorised representative(s).

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

Note: This "Letter of Authority" should be on the "**letterhead**" of the Firm / Bidder and should be signed by a person competent and having the 'Power of Attorney' to bind the Bidder. Not more than 'two [02] persons per Bidder' are permitted to attend bid Openings. **Bidders authorized representative is required to carry a copy of this authority letter while attending bid opening, the same shall be submitted to BHEL.**

E-Banking Mandate Form

(To be issued on bidder's letter head)
(To be submitted along with Part-1 Bid)

1. Vendor/customer Name:
2. Vendor/customer Code:
3. Vendor /customer Address:
4. Vendor/customer e-mail id:
5. Particulars of bank account:
 - a. Name of Bank:
 - b. Name of branch:
 - c. Branch code:
 - d. Address:
 - e. Telephone number:
 - f. Type of account (current/saving etc.):
 - g. Account Number:
 - h. RTGS IFSC code of the bank branch:
 - i. NEFT IFSC code of the bank branch:
 - j. 9 digit MICR code:

I/We hereby authorize BHEL to release any amount due to me/us in the bank account as mentioned above. I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or lost because of incomplete or incorrect information, we would not hold the BHEL responsible.

Signature
With name, Designation & seal of the firm

(To be submitted along with Part-1 Bid)

Wage payment Structure			
S. No.	Particulars	USW	SW (A)
1.a	Minimum Wages (vide notification dated 01.01.2022 by Govt. of Haryana) - Monthly	9803.24	11348.43
1.b	Dearness Allowances w.e.f 01.01.2022	295.64	342.24
1.c	Min. Wages (Basic + DA)	10098.88	11690.67
1.d	Additional Cash Component by BHEL	3200	4100
1	Monthly Consolidated wages Including VDA (1.c + 1.d)	13298.88	15790.67
2	PF Contribution : Employer's Contribution @13%		
2.a	EPS (A/c No.10): Employer's Contribution@8.33% of Monthly Consolidated wages including VDA (i.e. S.No.1) OR @8.33% of ₹15000/- whichever is lower {EPS contribution is payable on maximum wage ceiling of ₹ 15000/- only}	1107.80	1249.50
2.b	EPF (A/c No.01): The difference of Employee's share {i.e. 12% of Monthly Consolidated wages including VDA (i.e. S.No.1)} & Pension Contribution {i.e. S. No. 2.a}. {EPF contribution is payable on maximum wage ceiling of ₹ 15000/- however EPF contribution can be paid on higher wages also (wages above 15000/-)}	488.07	550.50
2.c	EDLI (A/c No.21): Employer's Contribution@0.50% of Monthly Consolidated wages including VDA (i.e. S.No.1) OR @0.50% of ₹15000/- whichever is lower. (Contribution to be paid on up to maximum wage ceiling of ₹15000/- even if PF is paid on higher wages)	66.49	78.95
2.d	EPF Admn. Charges (A/c No.02): Employer's Contribution@0.5% of Monthly Consolidated wages including VDA (i.e. S. No. 1) subject to Minimum Administrative charges payable per month per establishment is Rs. 500/-. (EPF Admn. Charges is payable on total pay on which EPF contributions are payable.)	66.49	78.95
3	ESI CONTRIBUTION: Employer's Contribution @3.25 % of gross wages		
3.a	ESI: Employer's Contribution @3.25% of Monthly Consolidated wages including VDA (i.e. S. No. 1) {(Enhanced wage ceiling for coverage of employees under the ESI Act is ₹ 21,000/-which will be calculated on S. No. 1) OR ** a comprehensive Insurance Policy for meeting the liability under Employees Compensation Act & Medical Coverage for the Worker and dependent family members within the same allocable cost.	432.21	513.20
4	Bonus Contribution: @8.33% of ₹7000/- or the minimum wage {i.e. S. No.1 (c)} for the scheduled employment, as fixed by the appropriate Government, whichever is higher. (Enhanced wage ceiling for coverage of employees under the Payment of Bonus Amendment Act-2015 is ₹ 21,000/-which will be calculated on S. No. 1.c)	841.24	973.83
5	Liveries/ Uniform (1200/year for Two pairs of Pant & Shirt including stitching charges) + 600/- (one pair shoes /year)) @ Rs. 150/- per month	150.00	150.00
6	Provision against encashment of Privilege leaves/ Earned leaves (15 PL) @1.25 days Per Month	485.52	562.05
7	Fixed charges for Consumable and Tools & Tackles	230.77	230.77
8	Per month category wise wage (₹) (Sub-total of S. No. 1 to S. No. 7)	17167.48	20178.43
9	No. of Manpower	6	7
10	Total Estimated Expenditure per month category wise	103004.87	141248.99
11	Sub-Total A	244253.86	
1. Charges shown at S.No 5 and 7 are fixed (Liveries /Uniform & Cosumables and Tools & Tackles).			
2. Work carried out in 8hrs = 1 Unit.			
3. No. of Units of work required per day = 13 Units (07 skilled + 06 Unskilled)			

Signature
With name, Designation & seal of the firm

(To be submitted along with Part-1 Bid)

ASSESSMENT OF WORKFORCE DEPLOYMENT

S.No.	Particulars of work	Category of Work force		Minimum Educational Qualification and Min. Relevant Experience
		USW	SW (A)	
1	ATTENDING / MESSENGER SERVICES	1	0	Xth and 02 Yrs.
2	Cleaning & Housekeeping (Plan Head office, Production Hall , Factory Services & Admin Building)	3	0	Matriculate and 02 Yrs.
3	Cleaning Services -Sweeper (Toilet & Washroom)	1	0	Matriculate and 02 Yrs.
5	Horticulture Services	1	0	Matriculate and 02 Yrs.
5	Civil Maintenance (Plumbing , Carpentry & Masonry)	0	1	ITI or Diploma or Graduate and 03 Yrs.
6	Electrical Maintenance Services (HT/LT 11 kVA Substation, Electrical works , DG Operation (500 kVA, 325 kVA, 125 kVA) , UPS Maintenance etc.)	0	2	ITI or Diploma or Graduate and 03 Yrs.
7	Mechanical Maintenance (ACs, Compressors , Chiller, Utilities, Pump, Welding Repair Jobs)	0	1	ITI or Diploma or Graduate and 03 Yrs.
8	Water Works (Potable water , DI & DM water Plant Maintenance)	0	1	ITI or Diploma or Graduate and 03 Yrs.
9	Chemical Laboratory , Exhaust Maintenance , Test lab maintenance	0	1	ITI or Diploma or Graduate and 03 Yrs.
10	Accounts & Finance , Administration , HR/PR, IT & MM	0	1	Graduate and 01 Yrs.
	Total	6	7	

Signature -
 With name, Designation & Seal of the firm

PART 'I' - UN-PRICE BID
(To be submitted along with Part-1 Bid)

Sl. No.	COMPONENTS	RATE PER UNIT PER MONTH FOR SKILLED TYPE A	RATE PER UNIT PER MONTH FOR UN-SKILLED
<u>1</u>	Per month category wise wage (As per sl no 8 of Annexure J1	20178.43	17167.48
<u>2 (a)</u>	ADD Contractor profit and overheads in % of Sl. No. 1 (Excluding GST)		
<u>2 (b)</u>	Tender % quoted at 2 (a) in Words		
<u>4</u>			

B	DESCRIPTION	BIDDER'S CONFIRMATION		
			In Figure	In Words
1	Rate of applicable GST (CGST & SGST/ UTGST or IGST):	CGST (%):		
		SGST/UTGST (%):		
		Sub-total (%)		
		OR		
		IGST (%):		
2	Whether in the instant tender services/works are covered in reverse charge rule of GST (CGST & SGST/UTGST or IGST):		YES / NO	
	In case of Yes, please specify GST CGST & SGST/UTGST or IGST) payable by:	BHEL (%):		
		Bidder (%):		

Note: Un-price bid format duly signed by the bidder shall be submitted along with technical bid, by mentioning 'Q' in all the columns where quote is to be offered by the bidder.

Service charge quoted at 2a & 2b will be fixed for whole tenure of contract without any escalation / variation for any reason

Signature
 With name, Designation & seal of the firm

Part-II (PRICE BID)
(To be submitted along with Part-2 Bid)

PRICE BID FORMAT

<u>A</u>	Sl. No.	COMPONENTS	RATE PER UNIT PER MONTH FOR SKILLED TYPE A	RATE PER UNIT PER MONTH FOR UN-SKILLED
	<u>1</u>	Per month category wise wage (As per sl no 8 of Annexure J1	20178.43	17167.48
	<u>2 (a)</u>	ADD Contractor profit and overheads in % of Sl. No. 1 (Excluding GST)		
	<u>2 (b)</u>	Tender % quoted at 2 (a) in Words		

<u>B</u>	DESCRIPTION	BIDDER'S CONFIRMATION		
			In Figure	In Words
1	Rate of applicable GST (CGST & SGST/ UTGST or IGST):	CGST (%):		
		SGST/UTGST (%):		
		Sub-total (%)		
		OR		
		IGST (%):		
2	Whether in the instant tender services/works are covered in reverse charge rule of GST (CGST & SGST/UTGST or IGST):		YES / NO	
	In case of Yes, please specify GST CGST & SGST/UTGST or IGST) payable by:	BHEL (%):		
		Bidder (%):		

- .A single percentage (%) in positive must be quoted at Sl. No. 2a & 2b in Figures and Words in the price bid proforma.
- Price bid evaluation will be made on the basis of % quoted by bidder.
- Sl. No. 2a & 2b shall include **GPA charges** also. •
- In case more than one agency becomes L1 by quoting same value, further sealed quotations will be called for, from those L1 agencies only to decide final agency with further lowest rates. No agency shall quote more than his original tender value, while re-quoting. Further, in the event of two or more tenderers becoming L1, the selection of the tenderer for the purpose of awarding contract will be on the basis of LOTTERY to be held in presence of representatives of L1 tenderers

Service charge quoted at 2a & 2b will be fixed for whole tenure of contract without any escalation / variation for any reason

”

Signature with name, Designation & seal of the firm

CHECK-LIST (TECHNICAL BID)
SUMMARY OF COMPLIANCE TO REQUIREMENT OF TENDER
(To be submitted along with Part-1 Bid)

Sl. No.	Description of requirement	Compliance	Page No.
1	Power of Attorney or a true copy thereof duly attested by a Gazetted Officer / Copy of Board Resolution, in favour of the authorized signatory of the Bid, in case an authorized representative has signed the tender.	☐ Yes ☐ No ☐ NA	
2	Cash deposit as permissible under the extant Income Tax Act (before tender opening);	☐ Yes ☐ No ☐ NA	
	Banker's cheque / Pay order/ Demand draft, in favour of BHEL (along with offer), payable at Gurugram	☐ Yes ☐ No ☐ NA	
	FDR issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act.	☐ Yes ☐ No ☐ NA	
	EMD amount in excess of ₹2 Lakhs in the form of Bank Guarantee. (Proforma enclosed at Annexure-E).	☐ Yes ☐ No ☐ NA	
	Online payment receipt in case Electronic Fund Transfer credited in BHEL account.	☐ Yes ☐ No ☐ NA	
	Attested copies of either Udyog Aadhaar or 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 as Annexure-D).	☐ Yes ☐ No ☐ NA	
	Certificate of recognition as Startup from Dept. of Industrial Policy & Promotion, Ministry of Commerce & Industry, Govt. of India.	☐ Yes ☐ No ☐ NA	
3	Copy of the PAN card.	☐ Yes ☐ No ☐ NA	
4	Copy of GST registration certificate (GSTIN)	☐ Yes ☐ No ☐ NA	
5	Copy of ESI license.	☐ Yes ☐ No ☐ NA	
6	Copy of PF license.	☐ Yes ☐ No ☐ NA	
7	No Deviation Certificate i.e. Annexure-A .	☐ Yes ☐ No ☐ NA	
8	Declaration Certificate i.e. Annexure-B on the Letter Head.	☐ Yes ☐ No ☐ NA	
9	Bidder's General Information i.e. Annexure-C .	☐ Yes ☐ No ☐ NA	
10	Proforma of Bank Guarantee (in lieu of SECURITY DEPOSIT) i.e. Annexure - F .	☐ Yes ☐ No ☐ NA	
11	Proforma of Agreement i.e. Annexure - G .	☐ Yes ☐ No ☐ NA	
12	'Letter of Authority' on the Letter Head, as per Annexure-H .	☐ Yes ☐ No ☐ NA	

		Yes NA	No ☐	
13	"E-Banking Mandate Form" on the Letter Head, as per Annexure-I .	☐ Yes NA	☐ No ☐	
14	Annexure-J1.	☐ Yes NA	☐ No ☐	
15	Annexure-J2.	☐ Yes NA	☐ No ☐	
16	UN-PRICE BID i.e. Annexure-K by mentioning 'Q' in all the columns where quote is to be offered by the bidder.	☐ Yes NA	☐ No ☐	
17	PRICE BID i.e. Annexure-L .	☐ Yes NA	☐ No ☐	
18	"Check-List" i.e. Annexure - M .	☐ Yes NA	☐ No ☐	
19	Signed & stamped complete tender document	☐ Yes NA	☐ No ☐	
20	All forms, formats, annexures including tender document duly signed by the Authorized Signatory.	☐ Yes NA	☐ No ☐	

EMD DETAILS

Name of Bank & Branch	DD / PO No.	Date	Amount (₹)
Or			
Online payment receipt No.:			

EMD will be waived off for MSEs upon verification.

Signature
 With name, Designation & seal of the firm