

Bid Corrigendum

GEM/2023/B/3341258-C7

Following terms and conditions supersede all existing "Buyer added Bid Specific Terms and conditions" given in the bid document or any previous corrigendum. Prospective bidders are advised to bid as per following Terms and Conditions:

Buyer Added Bid Specific Additional Terms and Conditions

1. Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address
Bharat Heavy Electricals Limited
Kingsway 345
Shreemohini Complex 5th & 6th Floor
Nagpur
Maharashtra
.
2. Products supplied shall be nontoxic and harmless to health. In the case of toxic materials, Material Safety Data Sheet may be furnished along with the material.
3. **Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.
4. **PAYMENT OF SALARIES AND WAGES:** Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.
5. Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name
Bharat Heavy Electricals Limited
Account No.
40227423158
IFSC Code
SBIN000432
Bank Name
STATE BANK OF INDIA
Branch address
SBI KINGSWAY, BRANCH CODE-00432, NAGPUR
. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.
6. Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C (Name of the Buyer). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date/ Bid Opening date
7. Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of
BHARAT HEAVY ELECTRICALS LIMITED
payable at
NAGPUR
. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to

ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

8. Buyer Added text based ATC clauses

SL NO	PRE QUALIFICATION CRITERIA	Bidders claim in respect of fulfilling the PQR Criteria	
		Name and Description of qualifying criteria	Remarks
A	Submission of Integrity Pact duly signed (if applicable)	NOT APPLICABLE	
B	<p>Technical</p> <p>Bidder must have successfully executed any of the following (Criteria B.1.1 OR B.1.2 OR B.1.3 OR B.1.4) similar Job i.e. providing housekeeping service / deployment of manpower for house keeping service in the last seven (7) years as on latest date of bid submission:-</p> <p>B.1.1) Bidder must have executed the similar job of cumulative value of Rs.5.6 Lakhs or consist of the service of at least 154 Man months in a span of 2 years (any consecutive 24 months) against single or multiple work orders.</p> <p style="text-align: center;">OR</p> <p>B.1.2) Executed the Similar job of value of at least Rs.5.6 Lakhs or consists of min. 154 man months in against a Single work order.</p> <p style="text-align: center;">OR</p> <p>B.1.3) Executed 2 Similar jobs each of Rs 3.5 Lakhs or consists of the service of min. 96 man months against 2 work orders.</p> <p style="text-align: center;">OR</p> <p>B.1.4) Executed 03 Similar jobs each of value min Rs. 2.8 Lakhs or consists of the service of min. 77 man months against 3 work orders.</p>	APPLICABLE	Bidder to furnish work order & proof of work execution to establish the Technical qualifying Criteria.
	<p>FINANCIAL</p> <p>C.1) TURNOVER</p> <p>a) Bidders must have achieved an average annual financial turnover (Audited) of Rs. 4.00 Lac or more, over the last three Financial Years (FY) i.e. 2020-21 & 2021-2022 & 2022-23 and this requirement shall supersede other Turnover parameters cited elsewhere.</p> <p>b) Audited Financial documents of FY 2020-21 & 2021-2022 & 2022-23 shall be furnished in support of Turnover Criteria.</p> <p>c) If financial statements are not required to be aud</p>	APPLICABLE	

C	<p>ited statutorily, then instead of audited financial statements, financial statements are required to be certified by Chartered Accountant.</p> <p>d) In case of audited Financial statements have not been submitted for all the three years as indicated against Financial Turnover QR (Qualifying requirement) above, then the applicable audited statements submitted by the bidders against the requisite three years, will be averaged for three years i.e. total divided by three.</p>		
	<p><u>C.2) NETWORTH (only in case of Companies)</u></p> <p>Net worth of the Bidder based on the latest Audited Accounts as furnished for 'C-1' above should be positive.</p>	APPLICABLE	
	<p><u>C.3) PROFIT</u></p> <p>Bidder must have earned profit in any one of the three Financial Years as applicable in the last three Financial Years defined in 'C-1' above based on latest Audited Accounts</p>	APPLICABLE	
	<p>C.4) Bidder must not be under Insolvency Resolution Process or Liquidation or Bankruptcy Code Proceedings (IBC) as on date, by NCLT or any adjudicating authority/authorities, which will render him ineligible for participation in this tender, and shall submit undertaking (Annexure-8) to this effect.</p>	APPLICABLE	
D	Assessment of Capacity of Bidder to execute the work as per sl no 9 of NIT (if applicable)	NOT APPLICABLE	
E	Bidder should have a local office in Nagpur	APPLICABLE	
F	Consortium Criteria	Not APPLICABLE	
G	<p>Price Bid Opening</p> <p>Note: Price Bids of only those bidders shall be opened who stand qualified after compliance of criteria A to D</p>	APPLICABLE	BY BHEL

Chapter I- Scope of Work

Cl. No.	DESCRIPTION
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1.1	The scope of work is to depute manpower for Part Time Housekeeping service (viz. cleaning, Sweeping & Mopping etc.) at BHEL Office, Nagpur for 6 days in a week. The Manpower count is not exclusive; it may be increased or decreased depending upon the work. It is a contract for Housekeeping Service at BHEL Nagpur Office only therefore payments and other benefits to manpower engaged by contractor is sole responsibility of the contractor only. BHEL is in no way become any party in case of any non-compliances of statutory laws and other applicable rules.
1.2	Cleaning (viz. Sweeping & mopping) of complete office premises and balconies every day before 08:45 hrs. Service required at: BHEL OFFICE SHREE MOHINI COMPEX, at 5 th & 6 th Floors 345, Kingsway, Nagpur-440001 MAHARASHTRA
1.3	Total dry vacuuming of the floor and upholstered chairs, sofa sets once in a month on closed holiday.
1.4	Dry & wet cleaning of all the toilets at 5 th & 6 th floor every day before 08:45 hrs.
1.5	Cleaning of pantry room situated at 6 th floor every day before 08:45 hrs.
1.6	Emptying & cleaning of all the dust bins in the office premises every day before 08:45 hrs.
1.7	Any other work related to cleaning/mopping of the office premises as directed by BHEL.
1.8	Above work includes all consumables viz. naphthalene balls, odonil, phenyl, wet/dry vacuum cleaners, room fresheners, bathrooms and toilets cleaning solutions, liquid soap for hand wash, broom sticks, dusters etc. Quantity & Brands for the consumables are listed in Annexure-I and the same is to be provided by the agency before the start of new month which shall be issued to part timers by BHEL authorized representative on daily basis.
1.9	Contractor should abide by all legal as well as statutory requirements pertaining to Employee benefits, Labour Laws and other applicable Laws. The contractor will be solely responsible for any penalty/ fine imposed by the statutory bodies. In case of any dispute BHEL will not be a party.
1.10	If the cleaning work, as specified above, is not carried out on any particular day/days, penalty shall be applicable. The rates quoted in the price bid shall remain fixed and valid during the total contract period of this contract and also the period of extension, if any.
1.11	As this is a running office, cleaning work is to be done/completed before the start of office hours, i.e. by 0845 hrs. The agency is responsible for all the documents, fixtures, instruments, equipment's, etc. which are available inside the office premises. Any loss/damage shall be recovered from the agency.
1.12	BHEL reserves the right to terminate full or partial contract at any point of time without assigning any reasons.
1.13	Bidder should visit at BHEL office prior to offer submission & should get acquainted with job location. Any complaint/claim reg. unawareness of any detail w.r.t Job/Job location after submission of offer shall not be entertained.
	<u>Validity and termination of the contract:</u> 1. The contract shall be valid for a period of the 24 (Twenty-Four) Months with effect from the date of start of work as instructed by BHEL. Further, the contract may be renewed for additional Three months at the discretion of BHEL on same rates.

1.14	<p>BHEL reserves the right to terminate the contract at any stage during the currency of the contract by giving 30 days' notice, in writing, without assigning any reason, whatsoever here.</p>
1.15	<p>Payment terms:</p> <p>1. Payment after receiving the bill at the end of each month of service with certification and acceptance of our officer in-charge that work has been done satisfactorily will be made within one month (30 days) from the date of receipt of bill.</p> <p>2. A copy of Goods and service tax challan for deposit of tax (if applicable) along with a certificate from the party, in support of the fact that the GST claimed from BHEL has been deposited with the tax authorities, is to be submitted compulsorily. If applicable, all applicable statutory recoveries, dues etc. will be affected at source.</p> <p>3. All payment to the part timers shall be made electronically only, by the agency.</p> <p>All payments will be subject to deduction of Income tax at source as per income tax rules.</p>
1.16	<p>Penalty: Service of Housekeeping service should be done effectively. On finding inferior quality of service at any particular location or lodging any complaint against any noncompliance, penalty of Rs. 100/- (Rupees one hundred only) per complaint shall be applicable.</p> <p><u>In addition, if the contractor does not depute any manpower for duty / service is not provided during regular service period/ BHEL recommended period, penalty @ Rs.1200/- per day on each day of noncompliance will be applicable.</u></p> <p>—</p> <p><u>The penalty shall be recovered from RA bill payment or any payment due to contractor.</u></p> <p>Note:</p> <p>1. The Bidder is advised to visit and examine the installation site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid. The costs of visiting the site shall be borne by the Bidder. BHEL shall not pay towards cost of site visiting</p> <p>2. The Bidder representative shall be allowed entry upon consignee premises for such visits, only upon the express conditions that the Bidder will release and indemnify the Buyer and Consignee against all liabilities arising out of such visit including death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of such visit.</p> <p>3. The Bidder shall not be entitled to hold any claim against Buyer for noncompliance 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.</p>

4. Bidder should quote rate on Monthly basis (i.e. Rate per Month)

Note on GST:

- 19. a) While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.**
- 20.**
- 21. b) Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.**
- 22.**
- 23. Corrigendum-02**
- 24. UOM of area to be cleaned has been amended to 14450 Sq Ft for the above tender in place of 14450 Sq Mtr.**

9. Buyer uploaded ATC document [Click here to view the file.](#)

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

*This document shall overwrite all previous versions of Bid Specific Additional Terms and Conditions.

[This Bid is also governed by the General Terms and Conditions.](#)